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# The ICAO Service Code

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by the Council prior to 15 March 2010)*

International Civil Aviation Organization



# THE ICAO SERVICE CODE

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# THE ICAO SERVICE CODE

## PREAMBLE

1. The ICAO Service Code consists of the Staff Regulations embodying the conditions of service and the basic rights, duties and obligations of members of the Secretariat of ICAO, as approved by the ICAO Council.

2. The Secretary General, as the Chief Executive Officer, shall enforce these Regulations and shall lay down and enforce such staff rules consistent therewith as he<sup>1</sup> considers necessary.

3. Toward the realization of the concept of a truly international civil service, the Organization<sup>2</sup> shall cooperate to the fullest extent practicable with other international organizations, particularly the United Nations, and with the International Civil Service Commission, in the establishment of uniform and progressive personnel standards and practices.

4. In the administration of these Regulations and related rules established by the Secretary General, due regard shall be given to the:

- a) fair and equal treatment of staff;
- b) regular assessment of the performance and competency enhancement of staff; and
- c) accountability and integrity in the handling of human resources.

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1. In these Regulations, the use of the male gender should be understood to include both male and female persons.

2. In these Regulations, reference to "the Organization" is to the International Civil Aviation Organization.



# **STAFF REGULATIONS**

## **Article I**

### **DUTIES, ETHICS, OBLIGATIONS AND PRIVILEGES**

#### **Status and Responsibilities**

1.1 The Secretary General and staff members at all levels of ICAO are international civil servants and their responsibilities are not national but exclusively international. By accepting appointment they become bound to discharge their functions and to regulate their official conduct with the interest of the Organization only in view. In the performance of their duties they may neither seek nor receive instructions from any Government or from any other authority external to the Organization.

1.2 All staff members are subject to the authority of the Secretary General and are accountable to him for the proper discharge of their functions.

#### **Principles of Ethics**

1.3 Staff members shall abide at all times during their service with the Organization by the principles and values of integrity, loyalty, independence, impartiality, tolerance and understanding, non-discrimination, gender equality, accountability and respect for human rights.

1.4 Staff members shall conduct themselves at all times in a manner befitting their status as international civil servants. They shall not engage in any activity that is incompatible with the proper discharge of their duties with the Organization. They shall avoid any action and in particular any kind of public pronouncement which may adversely reflect on their status. While they are not expected to give up their national sentiments or their political and religious convictions, they shall at all times bear in mind the reserve and tact incumbent upon them by reason of their international status.

1.5 The Standards of Conduct for the International Civil Service adopted by ICAO and issued in Personnel Instruction PI/1.4 are applicable to all staff members.

1.6 The ICAO framework on Ethics is set out in Annex I.

### **Immunities and Privileges**

1.7 Any immunities and privileges enjoyed by staff members by virtue of their appointment are conferred only in the interest of the Organization.

### **Use of Information**

1.8 Staff members shall exercise the utmost discretion in regard to all matters of official business. They shall not communicate to any person any information known to them by reason of their official position which has not been made public, except in the course of their duties or by authorization of the Secretary General. They shall not at any time use such information to private advantage. These obligations do not cease upon separation from service.

### **Honours and Gifts**

1.9 No staff member shall accept any honour, decoration or favour, gift or remuneration from any Government or from any other source external to the Organization without first obtaining the approval of the Secretary General. Approval shall be granted only in exceptional cases and where such acceptance is not incompatible with the terms of the Staff Regulations and with the individual's status as an international civil servant.

### **Outside Activities**

1.10 Staff members shall not engage in any outside occupation or employment, whether remunerated or not, without the approval of the Secretary General.

1.11 The Secretary General may authorize staff members to engage in an outside occupation or employment, whether remunerated or not, if:

- a) The outside occupation or employment does not conflict with the staff member's official functions or his status as an international civil servant;
- b) The outside occupation or employment is not against the interest of ICAO; and
- c) The outside occupation or employment is permitted by local law at the duty station or where the occupation or employment occurs.

### **Conflict of Interest**

1.12 Staff members shall not be actively associated with the management of, or hold a financial interest in, any profit-making business or other concern, if it were possible for the staff member or the profit-making business or other concern to benefit from such association or financial interest by reason of his position with the Organization.

### **Financial Disclosure**

1.13 All staff members at the D-1 level and above shall be required to file financial disclosure statements on appointment and at intervals thereafter as prescribed by the Secretary General in respect of themselves, their spouses and their dependent children. The Secretary General shall require other staff whose functions involve financial or procurement matters to file financial disclosure statements as he deems necessary in the interest of the Organization.

### **Notification of Lobbying**

1.14 Staff Members shall notify the Secretary General through their supervisor of any case of lobbying.

## **Use of Property and Assets**

1.15 Staff members shall use the property and assets of the Organization for official purposes and shall exercise reasonable care when utilizing such property and assets.

## **Ombudsman**

1.16 The Secretary General shall designate an Ombudsman and an alternate. Details concerning selection and functions are outlined in the Staff Rules.

## **Declaration of Office**

1.17 The Secretary General shall require each staff member to sign the following declaration as a condition of employment:

“I solemnly undertake to exercise in all loyalty, discretion and conscience, the functions entrusted to me as a member of the staff of the International Civil Aviation Organization; to discharge these functions to the best of my ability and to regulate my official conduct with the interest of the Organization alone in view; to abide by the rules laid down by the Organization; during the term of my service in the Organization, or following the termination of my service, not to disclose any information of a confidential nature; and not to seek or accept from any Government or other authority external to ICAO any instructions in regard to the discharge of my official responsibilities.”

1.18 The Secretary General shall make his declaration orally, in similar terms, at an open meeting of the Council.

## **Article II**

### **CLASSIFICATION OF POSTS AND STAFF**

2.1 In conformity with principles laid down by the Assembly, the Secretary General shall make appropriate provision for the classification of posts and staff according to the nature of the duties and responsibilities required. Modifications involving D-2 level posts shall be subject to the approval of the Council, and any modifications involving D-1 level posts to the approval of the President of the Council.

2.2 The staff of the Organization, under the Secretary General, shall consist of the following categories:

- a) Professional and higher categories; and
- b) General Service category.

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## **Article III**

### **SALARIES AND RELATED ALLOWANCES**

#### **General**

3.1 The salary schedules at present in force covering all levels of staff are reproduced in Annex II. The salary level of each individual staff member of the Organization shall be determined by the Secretary General in accordance with the approved schedule.

3.2 Detailed conditions on salaries, allowances and grants shall be established by the Secretary General in the Staff Rules, in compliance with the conditions established by the International Civil Service Commission for the United Nations Common System.

3.3 Notwithstanding any of the provisions of these Regulations, salaries, allowances and all other conditions of service of General Service category staff at duty stations other than Headquarters shall be determined from time to time by the Secretary General as required by local circumstances, and in accordance with the methodology established by the International Civil Service Commission.

#### **Adjustments of Salaries**

3.4 The salary schedules may be amended by the Council from time to time to such extent as may be necessitated by the requirements of the Organization or prevailing conditions. Annual adjustments of the base/floor salary scale for the Professional and higher categories and interim adjustments to the salary scales of the General Service category at Headquarters shall be determined and implemented by the Secretary General in accordance with the established procedure approved by the Council. No amendment shall adversely affect the rate of salary stipulated in any letter of appointment given for a fixed period not exceeding three years.

3.5 Salaries of staff in the Professional and higher categories at various duty stations shall be subject to adjustments to be made by the Secretary General on the basis of classification of duty stations

expressed as a percentage of net base salary as determined from time to time by the International Civil Service Commission. These adjustments shall not be assessable.

### **Increments**

3.6 Salary increments within the levels set forth in the salary schedules shall be awarded annually or biannually on the basis of satisfactory service, taking into account the structure of the salary schedule and the established cycle for the granting of increments for each grade level.

3.7 An individual salary increment shall not be withheld or delayed except on the authority of the Secretary General. The Secretary General shall also have the authority, subject to financial provisions, in cases of special merit, to award additional increments within these levels as well as non-pensionable bonuses and other staff awards and incentives.

3.8 Staff members in the General Service category at Headquarters who have at least twenty years of service within the United Nations Common System, five of which have been at the top of their level, and whose performance has been entirely satisfactory in the last five measurement cycles, shall be awarded one additional step for long service.

### **Staff Assessment Plan**

3.9 The salaries of all staff members shall be subject to a staff assessment plan, on a scale and subject to conditions to be determined and implemented by the Secretary General in accordance with the established procedure approved by the Council and the conditions and methodology established by the International Civil Service Commission. The scale and conditions presently in force are at Annex III.

3.10 Where a staff member is subject both to staff assessment and to national, federal, provincial, state or local income taxes in respect of the salaries and emoluments paid by the Organization, such taxes may be reimbursed in accordance with rules determined by the Secretary General.

## **Allowances and Grants**

### *Assignment Grant*

3.11 On first appointment or transfer, an internationally recruited staff member shall, provided the appointment necessitates a change of residence, receive an assignment grant.

### *Non-resident Allowance*

3.12 An internationally recruited General Service staff member may be granted a non-resident allowance. The amount and duration of the allowance and relevant conditions shall be determined by the Secretary General.

### *Dependency Allowances*

3.13 A staff member in the Professional and higher categories shall be entitled to dependency allowances. The amount and conditions of these allowances shall be determined by the Secretary General in the Staff Rules, in accordance with the conditions and methodology established by the International Civil Service Commission.

3.14 For eligible staff members in the General Service category at Headquarters, the allowance shall be determined by the Secretary General in accordance with the methodology established by the International Civil Service Commission.

### *Special Post Allowance*

3.15 Staff members shall be expected to assume temporarily, as a normal part of their customary work and without extra compensation, the duties and responsibilities of vacant higher level posts. The assumption of such duties and responsibilities shall be recognized in the performance and competency assessment and enhancement report of staff members.

3.16 Without prejudice to the principle that promotion shall be the normal means of recognizing increased responsibilities and

demonstrated ability, a staff member holding a fixed-term or continuing appointment who is called upon to assume the full duties and responsibilities of a vacant post at a clearly recognizable higher level than his own for a temporary period exceeding three months may, in exceptional cases, be granted a non-pensionable special post allowance from the beginning of the fourth month of service at the higher level. When a staff member in the General Service category is assigned to serve in a vacant higher level post in the Professional category, the three-month waiting period is waived. The amount and conditions of the special post allowance shall be determined by the Secretary General in the Staff Rules.

#### *Night Differential Allowance*

3.17 A staff member in the General Service category who is assigned to regularly scheduled night-time duty shall receive a night differential at a rate and under conditions established by the Secretary General in the Staff Rules.

#### *Education Grant*

3.18 An internationally recruited staff member who holds a fixed-term appointment or continuous appointment and is serving and living outside the recognized home country shall be entitled to an education grant in respect of each dependent child in full-time attendance at a school, university or similar educational institution at a rate and under conditions established by the Secretary General in the Staff Rules, in accordance with the conditions and methodology established by the International Civil Service Commission.

3.19 The grant shall be payable in respect of the child up to the end of the fourth year of post-secondary studies.

#### *Language Allowance*

3.20 Subject to demonstration of qualifications through appropriate tests, a language allowance shall be paid to staff members in the General Service category who are proficient in more than one of the

following languages: Arabic, Chinese, English, French, Russian and Spanish. This allowance shall not be assessable.

*Mobility/Hardship Allowance*

3.21 A staff member temporarily transferred or, on initial appointment, temporarily assigned to a duty station for a period of not less than one year or appointed to a designated duty station, may be paid a mobility/hardship allowance in the amounts and subject to the conditions established by the International Civil Service Commission.

*Danger Pay*

3.22 Internationally recruited staff who are required to serve at duty stations determined as hazardous by the International Civil Service Commission, and locally recruited staff who are required to report to work and actually do so at such duty stations, may be granted compensation in the form of danger pay in the amounts and subject to the conditions established by the International Civil Service Commission.





## **Article IV**

### **RECRUITMENT, APPOINTMENT, PROMOTION AND DEVELOPMENT OF STAFF**

#### **Recruitment — General**

4.1 The paramount consideration in the appointment and promotion of staff shall be the necessity for securing the highest standards of efficiency, competence and integrity. Due regard shall be paid to the importance of recruiting staff on as wide a geographical basis as possible and ensuring equal gender representation. Subject to the foregoing, selection of staff members shall be made without distinction as to race, sex or religion.

4.2 Recruitment in the Professional and higher categories shall be on an international basis. Subject to the conditions in Regulation 4.1, this recruitment shall be directed towards the achievement, so far as practicable, of an equitable geographical representation throughout the Secretariat. Recruitment in the General Service category shall, as a general rule, be on a local basis.

4.3 In the appointment of personnel for service away from the Headquarters of the Organization, the candidate's knowledge of the problems and languages of the region will be given special consideration.

4.4 Applications for posts in the Secretariat from Representatives or Alternates on the Council, from Representatives or Alternates to ICAO, and from Air Navigation Commissioners shall not be considered. Applications from former Representatives or Alternates on the Council, or to ICAO, and from Air Navigation Commissioners, shall be considered only for posts advertised at least six months after they have ceased to be Representatives or Alternates or Air Navigation Commissioners.

4.5 Subject to the conditions in Regulations 4.1 and 4.2, and giving due regard to the recruitment of fresh talent at all levels, preference should, in principle, be given to staff members of the

Organization and, secondly, on a reciprocal basis, to staff members of other Organizations belonging to the United Nations system. This shall not apply to posts of D-2 Directors of Bureau.

4.6 The Secretary General shall take such action as he deems necessary or advisable for securing the cooperation of Member States in the matter of recruitment of personnel.

4.7 Candidates may be required to submit to written or oral examinations or both.

### **Notification of Vacancies and Appointment Decisions**

4.8 All staff of the Organization and all Member States shall be notified of vacancies in the Professional and higher categories. All vacancies in the General Service category shall be notified to the staff members of the Organization at the duty station where the post is located. The Secretary General may, by advertisement or otherwise, adopt such additional means of giving publicity to vacancies in the Secretariat as he may consider necessary or advisable. The Secretary General shall also ensure that timely action is taken to notify applicants of the appointment decision.

### **Appointment of the Secretary General**

4.9 The appointment of the Secretary General shall be subject to conditions established by the Council.

### **Appointment Authority**

4.10 The Secretary General shall appoint the staff of the Organization. For appointments, extensions and reappointments of D-1 and D-2 staff, the Secretary General shall obtain the written approval of the President of the Council.

## **Advice**

4.11 The Secretary General shall act with the advice and assistance of:

- a) the Panel of Directors for D-1 posts;
- b) the Appointment and Promotion Board I (APB I) for P-1 to P-5 level posts;
- c) the Appointment and Promotion Board II (APB II) for posts in the General Service category.

The Panel of Directors, APB I and APB II shall be constituted and shall function as set out in the Staff Rules.

4.12 The Council shall establish a Committee to review the selection reports of D-1 and D-2 level posts. The Committee shall be constituted and shall function as set out in Annex IV.

## **Review**

4.13 The review of candidates for posts up to P-5 level shall take place following the procedures set out in the Staff Rules. For D-1 and D-2 level posts, the Committee established by the Council shall review the shortlisted candidates following the procedures set out in Annex IV.

### **Decision in the Case of D-2 Posts**

4.14 Following receipt of the report of the Committee, the Secretary General shall take his decision and establish the type and duration of the contract.

4.15 The maximum period for which a D-2 can serve is eight years. On initial appointment, a fixed-term contract of four years (first year is probationary for an external candidate) shall be granted. Following the established procedure approved by the Council, and subject to reappointment, a second fixed-term contract may be granted to the incumbent of the D-2 post. The combined duration of the initial and second fixed-term contracts shall not exceed eight years. On

an exceptional basis, and subject to the approval of the President of the Council, a six-month extension beyond the eight-year maximum period may be granted to the incumbent of the D-2 post, pending completion of the recruitment process.

4.16 After having taking his decision, the Secretary General shall immediately inform in writing the Representatives of the Council of his decision.

4.17 Unless the Council expresses disapproval by a secret vote by the majority of its members, the Secretary General shall appoint the candidate.

4.18 Should there be disapproval, the Secretary General may choose another candidate from the shortlist and follow the same procedure of consultation as described for the first choice, or he may decide to re-advertise the post following established procedures, and inform the Council accordingly.

#### **Decision in the Case of D-1 Posts**

4.19 Following receipt of the report of the Panel of Directors and of the Committee, the Secretary General shall take his decision and establish the type and duration of the contract.

4.20 Posts of D-1 Regional Directors shall be subject to the same contract conditions which apply for D-2 posts, as specified in Regulation 4.15 above.

4.21 The post of D-1 Chief, Evaluation and Internal Audit Office (EAO) shall be subject to a maximum five-year fixed-term contract (first year is probationary for an external candidate).

4.22 For other D-1 posts, fixed-term and continuing contracts shall be granted, in accordance with Regulation 4.27 and any applicable Staff Rules established by the Secretary General with regard to the granting of contracts.

4.23 After having taken his decision, the Secretary General shall inform the President of the Council of his choice and request his approval.

4.24 Upon written approval by the President of the Council, which should normally take place within two weeks after receipt of the information, the Secretary General shall immediately inform in writing the Representatives of the Council of his decision.

### **Decision in all Other Cases**

4.25 For all other cases, following receipt of the report of the relevant APB, the Secretary General shall make the appointment decision and indicate the type and duration of the contract in accordance with Regulation 4.27 and any applicable Staff Rules established by the Secretary General with regard to the granting of contracts.

4.26 In cases where the ranking of the Secretary General is different from that of the relevant Appointment and Promotion Board (APB), he shall inform the President in writing of the reasons for his choice.

### **Types of Appointment**

4.27 Staff members may be granted one of the following types of appointment:

4.27.1 *Temporary*: For a period of less than one year, on such terms as may be determined in each case by the Secretary General. In exceptional cases, the initial period can be extended when warranted by operational needs. The initial appointment and any subsequent extension shall be for less than a total period of twenty-four months at any given time. A temporary appointment does not carry any expectancy, legal or otherwise, of renewal. A temporary appointment shall not be converted to any other type of appointment.

4.27.2 *Fixed term*: For a fixed period for one year or more, up to five years at a time and does not carry any expectancy, legal or otherwise, of renewal or conversion, irrespective of the length of service.

4.27.3 *Continuing*: For an open-ended appointment in cases where the staff member previously held a fixed-term appointment and has served continuously in the Organization for a minimum of five years, provided he demonstrated during his service adherence to the highest standards of competence, integrity and efficiency.

4.27.4 Details on transitional measures for staff currently holding permanent contracts are outlined in Annex V.

### **Secondment**

4.28 The Organization may also avail itself of the services of persons seconded or loaned to the Organization by governments, other international agencies or educational, scientific, research or other institutions, in accordance with such conditions and for such periods as shall be agreed between the Secretary General and the government, international agency or institution.

4.29 A special contract will be issued to such seconded or loaned personnel. All seconded personnel are subject to the authority of the Secretary General and, in the exercise of their functions, are responsible to him for the duration of their secondment.

4.30 Secondment arrangements shall be at no additional costs to ICAO, except for mission travel and related costs. Seconded personnel should not be given financial and/or policy decision-making responsibility.

### **Consultants**

4.31 The Organization may also engage consultants on such terms and for such temporary or part-time service as may be determined in each case by the Secretary General.

### **Probationary Period**

4.32 All initial appointments, unless temporary, shall include a probationary period of 12 months during which, if the services of the staff member are not satisfactory, the appointment may be terminated by one month's notice in writing, or salary in lieu thereof, and without indemnity. A probationary period may, on an exceptional basis, be extended by the Secretary General, for a maximum additional period of six months. A probationary period may be waived in the case of staff

members who have completed an equivalent and continuous period of satisfactory service in the Organization, including service on secondment, loan or temporary employment, whether at the same or different level.

### **Medical Examination**

4.33 Prior to the appointment, a prospective staff member, unless appointed on a temporary basis for less than six months, shall be required to undergo a medical examination and to meet the medical health standards established by the United Nations by providing a medical certificate.

### **Letter of Appointment**

4.34 Each staff member shall receive on appointment a letter of appointment signed by or on behalf of the Secretary General. The letter of appointment shall state:

- a) that the appointment is subject to the provisions of the ICAO Service Code in force;
- b) the level and title of the position and the type of appointment;
- c) the effective date of appointment;
- d) the duration of the appointment;
- e) the duration and date of expiration of the probationary period if any;
- f) the salary at which the appointment is made and the salary scale applicable; and
- g) that the ICAO Service Code is available in electronic format on the ICAO website.

## **Acceptance of Appointment**

4.35 The appointee shall accept the appointment by signing and returning to the Secretary General a notice of acceptance, a form for which shall be enclosed with the letter of appointment. The letter of appointment and the signed notice of acceptance shall constitute the contract of employment.

## **Commencement of Appointment**

4.36 The appointment of a staff member shall take effect from the date on which he enters into official travel status to assume his duties or, if no official travel is involved, from the date on which the staff member reports for duty. In cases of inter-organization transfer, secondment or loan, the appointment shall commence on a date to be agreed with the releasing State or organization. On initial appointment, unless otherwise provided, full salary shall be paid for the period of authorized travel from the place of residence to the place where the staff member enters upon duty with the Organization.

## **Transfer**

4.37 The Secretary General may transfer a staff member of the Professional or higher categories to any comparable post in any of the offices of the Organization or reassign a staff member of the General Service category to any comparable post within the staff member's duty station, having due regard to the personal interest of the staff member concerned. For staff members at the D-1 and D-2 levels, the Secretary General shall obtain the approval of the President of the Council. Any transfer or reassignment of staff member within the same level shall not necessitate a new contract.

## **Reclassification**

4.38 The Secretary General decides on the reclassification of posts. In cases where reclassification results in a higher grade level, the post shall be advertised and filled in accordance with the established appointment and promotion procedures detailed in the Staff Rules. During the selection procedure, unless evidence indicates that the incumbent of the regraded post does not meet the qualifications,

experience and competency requirements of the post, and taking into account his performance, preference will be given to the incumbent.

### **Performance and Competency Assessment and Enhancement**

4.39 All staff members shall be evaluated for their performance and competence through a regular assessment mechanism, including a rebuttal process that shall assess the staff member's achievements in terms of key activities, critical tasks, outputs and outcomes linked to the Organization's objectives, as well as the development of competencies.

4.40 Detailed conditions on the performance and competency assessment and enhancement mechanism are established in the Staff Rules.

### **Career Management**

4.41 In view of identifying, developing and retaining talent for key positions and functional areas in order to meet organizational business objectives, an organization-wide career management and succession plan shall be established.

4.42 The lateral movement and geographical mobility of staff within the Organization shall be encouraged.

### **Staff Development**

4.43 The Organization shall encourage staff development and facilitate the acquisition of new skills and competencies, as well as updated knowledge, required to perform critical tasks linked to the objectives of the Organization.

4.44 Such learning activities shall be included in the performance and competency assessment and enhancement mechanism and taken into account for the purposes of the career management of staff members.



## **Article V**

### **ATTENDANCE AND LEAVE**

#### **Attendance**

5.1 The Secretary General shall set the normal number of working hours per week and official holidays for each duty station, taking into consideration the general usage in other international organizations and any special local conditions. Exceptions may be made by the Secretary General as the needs of the service may require, and staff members shall be required to work beyond the normal work-week when requested to do so.

5.2 Official holidays will be additional to the annual leave specified in these Regulations.

5.3 Subject to the principles approved by the Council, the Secretary General may promulgate rules governing overtime work, and the authorization of compensatory leave or payment for overtime. Overtime shall not be paid to staff members in the Professional and higher categories.

#### **Annual and Special Leave**

5.4 A staff member who holds a temporary appointment shall accrue annual leave while on full pay status at the rate of one and a half days per month, unless otherwise provided by the Secretary General. A staff member who holds a temporary appointment may accumulate 18 working days and carry forward up to nine working days of annual leave.

5.5 A staff member who holds a fixed-term or a continuing appointment shall accrue annual leave while on full pay status at the rate of two and a half days per month.

5.6 No leave shall accrue while a staff member is receiving compensation equivalent to salary and allowances under Regulation 6.5.

5.7 Except in unusual circumstances where the Secretary General finds that the exigencies of the service do not permit the granting of annual leave in the year in which it is due, or where undue hardship would result, a staff member who holds a fixed-term or continuing appointment may not carry over into a succeeding year more than 15 working days from the year of accrual. Annual leave may not be accumulated beyond a maximum of 60 working days, except where the Secretary General has authorized the deferment of leave for the above reasons. Annual leave may be granted in advance up to a maximum of ten working days, or for longer periods in exceptional circumstances at the discretion of the Secretary General. Annual leave will be computed in units of days and half-days.

5.8 Special leave of absence may, at the written request of a staff member holding a fixed-term or a continuing appointment, and on such terms as the Secretary General may consider appropriate, be granted by the Secretary General for urgent and exceptional reasons. When it appears to be in the interest of the Organization, the Secretary General may permit the staff member to perform work outside the Organization while on special leave.

5.9 In exceptional cases, the Secretary General may, at his initiative, place a staff member on special leave with full pay if he considers such leave to be in the interest of the Organization. Staff members holding a temporary appointment may exceptionally be granted special leave, with full or partial pay, for compelling reasons for such period as the Secretary General deems appropriate.

5.10 All leave arrangements shall be subject to the exigencies of the service. The personal circumstances and preferences of staff members concerned shall, as far as possible, be taken into account.

### **Home Leave**

5.11 In the third year of service, and once in every second calendar year thereafter, staff members recruited internationally shall be entitled to visit their home country and to receive travel expenses for the purpose of spending in that country a substantial period of annual leave. Leave taken for this purpose shall hereinafter be referred to as home leave. In the case of service at designated duty stations having difficult conditions of life and work, eligible staff members shall be granted home

leave once in every calendar year, in accordance with the methodology established by the International Civil Service Commission.

5.12 The provisions of Regulation 5.11 shall not apply:

- a) when the duty station of the staff member is located in a country of which he is a national, or
- b) if the services of the staff member are not expected to continue outside the home country for at least six months after return from such leave.

5.13 A staff member when travelling at the expense of the Organization for the purpose of home leave or annual visit to dependents as provided in Regulation 7.8 shall be entitled to additional leave time which shall be limited to the time reasonably necessary for direct travel by air.

5.14 For the purposes of Regulations 5.11 and 7.5 “home” will ordinarily be considered to be a place with which the staff member has the closest ties in the country of the staff member’s nationality. In special cases not falling within the above definition, the Secretary General shall determine the staff member’s home for these purposes.

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## **Article VI**

### **SOCIAL SECURITY**

#### **Pension Fund**

6.1 Staff members shall participate in the United Nations Joint Staff Pension Fund in accordance with the regulations of that Fund, provided that their participation is not excluded by their letter of appointment. In the latter event the Secretary General may, at his discretion, decide to make other suitable pension arrangements within the limits of expenditure which would be involved if the staff member's participation in that Fund were not excluded.

#### **Sick Leave**

6.2 A staff member who is incapacitated from the performance of his duties by illness or injury, or whose attendance is prevented by public health requirements, shall immediately inform his supervisor. He has moreover to produce evidence acceptable to the Secretary General of such incapacity. In such case, he shall be granted sick leave in accordance with the entitlements at Regulation 6.3.

6.3 A staff member's maximum entitlement to sick leave shall be determined by the nature and duration of his appointment in accordance with the following provisions:

- a) a staff member who holds a temporary appointment shall be granted sick leave at the rate of two working days per month;
- b) a staff member who holds a fixed-term appointment and who has completed less than three years of continuous service shall be granted sick leave of up to three months on full salary and three months on half salary in any period of 12 consecutive months; and
- c) a staff member who holds a continuing appointment, or who holds a fixed-term appointment for three years or who has completed three years or more of continuous

service shall be granted sick leave of up to nine months on full salary and nine months on half salary in any period of four consecutive years.

### **Vaccination and Inoculation**

6.4 Staff members shall, if required by the Organization, submit to vaccination or inoculation against diseases.

### **Compensation in Case of Death, Injury or Illness**

6.5 Staff members shall be entitled to reasonable compensation in case of death, injury or illness attributable to the performance of official duties on behalf of the Organization, in accordance with the Staff Rules. These rules shall, as far as practicable, be in conformity with those in force in the United Nations and the maximum compensation prescribed therein shall not, in any case, exceed the maximum compensation payable in comparable circumstances in the United Nations.

### **Maternity Leave**

6.6 A female staff member shall be entitled to maternity leave with full pay in accordance with the following provisions:

- a) She shall be entitled to absent herself from her duties on producing a medical certificate that her confinement will probably take place within six weeks. At the request of the staff member, the absence may be permitted to commence less than six weeks, but normally not less than two weeks before the probable date of confinement;
- b) Maternity leave shall extend for a period of sixteen weeks from the time it is granted. It shall not terminate within ten weeks after the actual date of confinement, except that, at the request of the staff member,

supported by medical certificate, she may be permitted to return to work after the lapse of a minimum period of six weeks following confinement;

- c) No miscalculation on the part of the doctor as to the probable date of the confinement shall prevent the staff member from receiving full pay to the actual date of the confinement.

### **Paternity Leave**

6.7 A staff member shall be entitled to paternity leave in accordance with the following provisions:

- a) The leave shall be granted for a total period of up to four weeks or, in the case of internationally recruited staff members serving at a non-family duty station, up to eight weeks. In exceptional circumstances, leave shall be granted for a total period of up to eight weeks;
- b) The leave may be taken either continuously or in separate periods during the year following the birth of a child provided it is completed during that year and within the duration of the appointment;
- c) The staff member shall receive paternity leave with full pay for the entire duration of his absence.

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## **Article VII**

### **TRAVEL AND REMOVAL EXPENSES**

7.1 Subject to the conditions and definitions prescribed by the Secretary General in the Staff Rules, taking into account the best practices of the United Nations Common System, ICAO shall in appropriate cases pay the travel expenses of staff members. In addition, for staff holding a fixed-term or continuing appointment, it shall also pay travel expenses to their spouses and dependent children in appropriate cases.

#### **Mission**

7.2 A staff member travelling on mission shall be entitled to payment of travel expenses, and a subsistence allowance for the period spent at the place of mission.

#### **Appointment, Transfer and Separation from Service**

7.3 A staff member recruited internationally and travelling on appointment, transfer or separation from service shall be entitled to payment of travel expenses. In addition, ICAO shall, in appropriate cases, also pay travel expenses of spouse and dependent children of staff holding a fixed-term or continuing appointment.

7.4 Entitlement to payment of travel expenses on separation from service shall be at the Secretary General's discretion if the staff member resigns with effect from a date which is prior to the completion of one year of service or which falls within six months following the date of return from home leave or from annual visit to dependents.

7.5 On the death of a staff member recruited internationally or a spouse or a dependent child of a staff member holding a fixed-term or continuing appointment, the transportation expenses of the body shall be paid from the duty station, or, where the death occurred during travel at the expense of the Organization, from the place of death, to the staff member's home. The spouse and dependent children of a deceased staff

member holding a fixed-term or a continuing appointment shall be entitled to payment of their travel expenses from the duty station to the staff member's home.

### **Travel of Former Dependents**

7.6 A staff member recruited internationally and holding a fixed-term or a continuing appointment shall be entitled to payment of the travel expenses of a child for one journey either to the staff member's duty station or home country after such child has ceased to be a recognized dependent of the staff member either within one year, or subject to the provisions of Regulation 7.9, within six months of completion of the child's continuous full-time attendance at a school or university, when the attendance commenced during the period of recognized dependency status.

### **Home Leave**

7.7 A staff member who is granted home leave under the provisions of Regulations 5.11 and 5.12 shall be entitled to payment of travel expenses including those of his spouse and dependent children.

### **Annual Visit to Dependents**

7.8 If the spouse and all dependent children of an internationally recruited staff member holding a fixed-term or a continuing appointment, whose duty station is located outside the country of which he is a national, are residing away from the duty station, the staff member shall be entitled in the second year of service and once a year thereafter, except in the year of travel on home leave, to payment of travel expenses to visit such members of family provided:

- a) the cost of such travel shall not exceed the cost of travel to the place of the staff member's home leave entitlement or the place of the immediately previous duty station;

- b) that none of such members of family travelled at the expense of the Organization during the preceding 12 months; and
- c) that the services of the staff member are expected to continue outside the home country for at least six months after return from such visit.

### **Education**

7.9 A staff member recruited internationally and holding a fixed-term or a continuing appointment shall be entitled, once in each scholastic year, to payment of the travel expenses, from and to the duty station, of a child in respect of whom an education grant is being paid, if the child is being educated in the home country or in a place outside both the duty station and the home country, provided that in the latter case the cost of travel shall not exceed the cost of return travel between the duty station and the home country. In the case of such staff members serving at designated duty stations where schools do not exist which provide schooling in the language or in the cultural tradition desired by staff members for their children, such travel expenses may be paid twice in the year in which the staff member is not entitled to home leave. Notwithstanding these provisions, the education travel expenses of a child shall not be paid if the travel is unreasonable, either because of its timing in relation to other authorized travel of the staff member, spouse or dependent children, or because of the brevity of the visit in relation to the expenses involved.

### **Medical Treatment**

7.10 An internationally recruited staff member, spouse and dependent children residing at the duty station or a staff member on mission requiring urgent medical treatment which is not obtainable at the duty station or place of mission may be paid, at the discretion of the Secretary General, travel expenses to and from the nearest place where the necessary treatment is obtainable.

## **Transit Allowance**

7.11 Entitlement to payment of travel expenses shall, in addition to fares, include any necessary incidental expenses and a transit allowance reasonably sufficient to defray the expenditure on meals and accommodation arising while in transit and not included in the fare, provided that, in the case of travel on home leave, annual visit to dependents and education, the transit allowance payable shall be in an amount reasonably sufficient to defray necessary expenditure on accommodation only.

## **Removal Costs**

7.12 On appointment, transfer or separation from service, a staff member recruited internationally and holding a fixed-term or a continuing appointment shall be entitled to payment of the costs of removal of his household goods and personal effects in accordance with the conditions established by the Secretary General in the Staff Rules, taking into account the best practices of the United Nations Common System.

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## **Article VIII**

### **STAFF RELATIONS**

#### **General**

8.1 The Secretary General shall establish and maintain continuous contact and communication with the staff in order to ensure a good level of information and an effective participation of the staff in identifying, examining and resolving issues relating to staff welfare, including conditions of work, general conditions of life and other human resources policies.

#### **Association of Staff Members**

8.2 Association or associations of staff members as a proper and desirable means of representing the interests of the staff shall be recognized. The Secretary General, in deciding whether to recognize any group as a representative association of staff members, will consider:

- a) whether the group represents a sufficiently substantial number of staff members or a sufficiently distinct category of staff members to justify its recognition as a representative association;
- b) whether its charter or constitution and the statement of its objectives are not in conflict with the interests of the Organization.

8.3 A recognized association may have direct dealings with the Secretary General, but shall not have the right of presenting its views to the Assembly, the Council or any of their subordinate bodies. Notwithstanding this provision, a recognized association may make application through the Secretary General to present its views to the appropriate Standing Committee of the Council.

#### **Staff Advisory Committee**

8.4 The Secretary General shall establish a Staff Advisory Committee, whose functions shall be to consider and advise the

Secretary General on any of the following matters which the Secretary General or the staff, through their nominees on the Committee, may wish to refer to it:

- a) any matter concerning the terms and conditions of employment of the staff or any section of the staff including the application, interpretation and revision of the ICAO Staff Regulations and Staff Rules, but not including an appeal from an administrative decision affecting an individual staff member;
- b) means for utilizing the ideas and experience of the staff and ensuring their efficient cooperation in the work of the Organization and their welfare.

8.5 The Staff Advisory Committee shall be composed of senior officials nominated by the Secretary General and an equal number of staff members nominated by the staff. Each recognized association of staff members shall have at least one representative on the Committee. The Secretary General shall formulate rules governing the constitution of the Committee.

8.6 The Committee shall establish rules of procedure, which shall be subject to the approval of the Secretary General.

8.7 When the Committee is evenly divided and is unable to agree on the advice to be tendered to the Secretary General, or when the Secretary General does not accept the advice agreed upon by a majority of the Committee, the Secretary General shall, if so requested by a majority of the staff nominees, refer the matter to the Council through the appropriate Standing Committee of the Council. Such a request shall be accompanied by a statement in writing of their views on the case.

8.8 In any matter referred to the Council pursuant to Regulation 8.7, the members requesting reference to the Council shall have the opportunity of presenting their views to the Council or to the appropriate Standing Committee of the Council, as the Council may decide.

## **Article IX**

### **SEPARATION FROM SERVICE**

#### **Cases of Separation**

9.1 Any of the following shall constitute separation from service:

- a) resignation;
- b) termination of appointment;
- c) expiration of appointment;
- d) retirement;
- e) death;
- f) summary dismissal;
- g) abandonment of post.

#### **Resignation**

9.2 Any staff member may resign from service upon giving notice in writing to the Secretary General with copy to his supervisor as follows:

A staff member holding  
a continuous contract: 3 months

A staff member holding  
a fixed-term contract: 30 calendar days

A staff member holding  
a temporary contract: 15 calendar days

The Secretary General may, at his discretion, accept resignation at shorter notice. In the event that a staff member leaves the

Organization without giving the notice required, and without the consent of the Secretary General, the separation may, at the discretion of the Secretary General, be regarded as an abandonment of post.

### **Termination of Appointment**

9.3 The Secretary General may, giving the reasons therefor, terminate the appointment of a staff member, in accordance with the terms of his appointment or for any of the following reasons:

- a) if the necessities of service require abolition of the post or reduction of the staff;
- b) if the services of the staff member prove to be unsatisfactory;
- c) if the staff member is, for reasons of health, incapacitated for further service;
- d) if there is misconduct or inattention to duties;
- e) if facts anterior to the appointment of the staff member and relevant to his suitability come to light that, if they had been known at the time of his appointment, should have precluded his appointment;
- f) if there is a mutual agreement between himself and the staff member concerned.

9.4 If the necessities of the service require abolition of any post or reduction of the staff, the Secretary General shall endeavour to offer any staff member affected thereby acceptable alternative employment in the Organization, having due regard to the type of appointment held, competence and length of service. If no acceptable alternative employment is available, the Organization reserves the right to terminate the appointment of the staff member from the date of abolition of the position, by giving the appropriate notice in writing.

9.5 Any staff member may be discharged by notice in writing, if the Secretary General, after due investigation, is satisfied that the staff member's services are unsatisfactory. This investigation shall be

conducted on the basis of a written report by the immediate superior or superiors of the staff member concerned which shall include all performance measurements. The staff member concerned shall be given an opportunity to see the report and to make representations thereon to the Secretary General.

9.6 Where illness of a staff member is or becomes such as to render the staff member incapable of returning to duty during the period of appointment or where recurring illness is suffered so frequently as, in the opinion of the Secretary General, to prevent the satisfactory performance of duties, the Secretary General may terminate the appointment.

9.7 Any staff member may be discharged by the Secretary General for misconduct or inattention to duties, subject to the conditions of notice, investigation and report applicable to discharge under Regulation 9.5.

9.8 The Secretary General may, where the circumstances warrant and he considers it justified, pay to a staff member whose appointment has been terminated, provided that the termination is not contested, a termination indemnity payment not more than 50 per cent higher than that which would otherwise be payable.

9.9 In cases of termination of appointment of staff at the D-1 and D-2 levels, the Secretary General shall seek the written approval of the President of the Council.

9.10 Subject to conditions established by the Council, the appointment of the Secretary General may be terminated by the Council.

### **Notice of Termination**

9.11 The following notice period shall be given in cases of termination of appointment:

- a) A staff member whose continuing appointment is to be terminated shall be given not less than three months' written notice of such termination;

- b) A staff member whose fixed-term appointment is to be terminated shall be given not less than 30 calendar days' written notice of such termination or such written notice as may otherwise be stipulated in his letter of appointment;
- c) A staff member whose temporary appointment is to be terminated shall be given not less than 15 calendar days' written notice of such termination or such written notice as may otherwise be stipulated in his letter of appointment;
- d) In lieu of the notice period, the Secretary-General may authorize compensation equivalent to salary, applicable post adjustment and allowances corresponding to the relevant notice period at the rate in effect on the last day of service;
- e) No termination notice or compensation in lieu thereof shall be given in case of summary dismissal.

### **Termination Indemnity**

9.12 The payment of termination indemnity shall be made by the Secretary General in accordance with the rates and conditions specified in Annex VI to the present Regulations.

9.13 For the purpose of calculating termination indemnities, length of service shall be deemed to comprise the total period of a staff member's full-time continuous service with the Secretariat, regardless of types of appointment. Continuity of such service shall not be considered as broken by periods of special leave without pay or in partial pay, but full months of any such periods exceeding one calendar month shall not be credited as service for indemnity purposes. Periods of less than one calendar month shall not affect the ordinary rates of accrual.

### **Expiration of Appointment**

9.14 A temporary or fixed-term appointment shall expire automatically and without prior notice on the expiration date specified in the letter of appointment.

## **Retirement**

9.15 A staff member shall not be retained in the service of the Organization after reaching the age of 60. For staff members entering or re-entering into service on or after 1 January 1990, this age limit shall be 62. In exceptional circumstances, where the interests of the Organization so require, the Secretary General may extend these age limits for one period of not more than one year.

## **Death**

9.16 Death of a staff member constitutes a separation of service. In the event of death, while in service, of a staff member who held an appointment for at least one year or had completed at least one year's service, a single grant shall be paid to the surviving spouse or dependent children. Details shall be established in the Staff Rules.

## **Summary Dismissal**

9.17 Any staff member, whatever the terms of appointment are, may be summarily dismissed by the Secretary General in case of serious misconduct. No termination notice or compensation in lieu thereof shall be given in cases of dismissal.

## **Abandonment of Post**

9.18 Abandonment of post is a separation initiated by the staff member, other than by way of resignation, by not returning to his post despite a notice of the Secretary General to do so.

## **Certification of Service**

9.19 Staff members who so request shall, on leaving the service of the Organization, be given a certificate relating to the nature of their duties and the length of service.

## **Commutation of Accrued Annual Leave**

9.20 If, upon separation from service, a staff member has accrued annual leave, the staff member shall be paid a sum of money in commutation of the period of such accrued leave up to a maximum of 60 working days for staff holding a fixed-term or a continuing contract, and 18 working days for staff holding a temporary contract. The payment shall be calculated on the basis of separation payments, as defined in the Staff Rules.

## **Repatriation Grant**

9.21 A repatriation grant shall be payable to internationally recruited staff members serving outside their home country whom the Organization is obligated to repatriate, except those terminated by summary dismissal or who abandon their post. The amount of the grant shall vary with the type of appointment and length of service in accordance with the rates shown in the Staff Rules.

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## **Article X**

### **DISCIPLINARY MEASURES**

10.1 Disciplinary measures deemed to be necessary for the good functioning of the Organization may be imposed on any staff member by the Secretary General, in accordance with the procedures set out in the Staff Rules. In order of severity, disciplinary measures may take one or more of the following forms only:

- a) admonition;
- b) written censure;
- c) deferment of eligibility for salary increment for a specific period;
- d) reduction to a lower step within the same grade;
- e) demotion;
- f) suspension without pay for a specific period;
- g) discharge; and
- h) summary dismissal.

10.2 If the Secretary General considers that there is prima facie evidence of serious misconduct by a staff member, and that the staff member's continuance in service while an inquiry is in progress and pending a decision by the Secretary General would prejudice the interests of the Organization, the Secretary General may suspend the staff member from his functions with pay, or, in exceptional cases, without pay. Suspension without pay shall not exceed 30 days. Any suspension shall not otherwise affect the rights of the staff member under these Regulations.



## **Article XI**

### **APPEALS**

11.1 Each staff member shall have the right to a review in accordance with the rules established pursuant to this Article in the following cases:

- a) any disciplinary measure imposed under Article X as well as summary dismissal under Regulation 9.17;
- b) an order of discharge under Article IX, Regulation 9.5 or 9.7;
- c) any administrative decision which it is alleged constitutes non-observance of a contract of employment, or of the terms of the ICAO Service Code, or non-observance of established administrative practices in such a way as adversely to affect the individual.

11.2 The Secretary General shall establish rules providing for the aforesaid review, which rules shall include provision for an Advisory Joint Appeals Board that is established as a neutral first instance process that will submit its findings and recommendations to the Secretary General for his decision. Subject to the provisions of Regulation 11.5 of this Article, such decision of the Secretary General shall be final.

11.3 The Advisory Joint Appeals Board shall consist of three members of the staff, one appointed by the Secretary General, one selected by the representative association or associations of staff members, and a Chairman selected by agreement between the two members so selected. In case the two members cannot agree on a selection, the Chairman shall be appointed by the President of the Council. The Secretary General shall establish the rules of procedure of the Advisory Joint Appeals Board after consultation with the representative association or associations of staff members.

11.4 The lodging of an appeal shall not have the effect of suspending a decision of the Secretary General against which the appeal is lodged, unless the Secretary General so orders.

11.5 A staff member may appeal against a decision of the Secretary General given in pursuance of Regulation 11.2 of this Article to the United Nations Appeals Tribunal under the conditions specified in the Statute of that Tribunal. The said Statutes shall, *mutatis mutandis*, be deemed to constitute a part of the ICAO Service Code.

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## **Article XII**

### **GENERAL PROVISIONS**

#### **Implementation Rules**

12.1 Implementation rules to these Staff Regulations shall be determined by the Secretary General in the Staff Rules and in Personnel Instructions.

#### **Amendments**

12.2 These Regulations may be amended at any time by the Council, provided that no such amendment shall adversely affect the entitlement of a staff member to any benefits earned through service prior to the effective date of the amendment.

12.3 In accordance with the procedure established by Council and in the absence of unforeseen financial implications, the Council shall delegate authority to the Secretary General to approve changes in routine United Nations Common System matters relating to salaries and allowances on receipt of recommendations by the International Civil Service Commission and as adopted by the United Nations General Assembly (UNGA).

#### **Delegation of Functions**

12.4 Except where otherwise specifically provided, the Secretary General may delegate such of his functions and powers under these Regulations as he may consider necessary or advisable for the efficient discharge of his responsibilities.

#### **Claims and Recoveries**

12.5 A claim arising from the employment of a staff member shall not be considered unless made in writing within one year of the date of accrual of the entitlement claimed. However, the Secretary General may, at his discretion, consider claims made beyond that period.

12.6 The right of the Organization to recover from a staff member or former staff member any payment made to or benefit received by that staff member unduly or erroneously shall be extinguished after a period of three years following such payment or acceptance of such benefit, provided that the undue or erroneous payment or benefit was not caused by false or incomplete information given by such staff member or by lack of good faith on his part.

### **Staff List**

12.7 The Secretary General shall maintain current for the information of the Council a list of the Secretariat in the Professional and higher categories. This list shall state the post, grade level, name, year of birth, nationality, date of appointment and term of appointment of each staff member.

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## ANNEX I

### ICAO FRAMEWORK ON ETHICS

#### **Introduction**

1. Based on Article 1 of the ICAO Service Code, a framework on ethics is herewith established as Annex I to the ICAO Service Code. The framework forms an integral part of the Code. The goal of this framework is to provide standards leading to a fully operational ethics function within ICAO that is designed to ensure an understanding by all staff members of minimum acceptable standards of behaviour. It shall also help to protect staff against retaliation. A key role in implementing this framework is assumed by an Ethics Officer, attached to the Office of the Secretary General.

#### **Principles and Values**

2. Staff members of ICAO shall abide at all times during their service with ICAO by the principles and values in paragraphs 3 to 11.

#### ***Integrity***

3. Staff members shall maintain the highest standards of integrity, including such qualities as honesty, truthfulness, fairness, impartiality and incorruptibility, in all matters affecting their official duties and the interests of ICAO, thus following the concept of integrity as enshrined in the ICAO Standards of Conduct and the Charter of the United Nations.

#### ***Loyalty***

4. Loyalty to the purposes, principles and values of the United Nations system and of ICAO is a fundamental obligation of all staff members. They shall be loyal to ICAO and the United Nations system and shall, at all times, discharge their functions and regulate their conduct with the interests of ICAO only in view.

### ***Independence***

5. Staff members must remain independent of any authority outside ICAO; their conduct must reflect that independence. They shall not seek or receive instructions from any government or from any other authority external to ICAO. This applies equally to those on secondment from governments and to those whose services have been made available from elsewhere.

### ***Impartiality***

6. Staff members, in the performance of their duties, shall act with impartiality, objectivity and professionalism at all times. Impartiality implies tolerance and restraint, particularly in dealing with political or religious convictions. While their personal views remain inviolate, staff members do not have the freedom of private persons to take sides or to express their convictions publicly on controversial matters and which may adversely reflect on their status, either individually or as members of a group. This means that in certain situations, personal views should be expressed only with tact and discretion.

### ***Tolerance and understanding***

7. Tolerance and understanding are basic human values. They are essential for all staff members, who must respect all persons equally, without any distinction whatsoever.

### ***Non-discrimination***

8. Freedom from discrimination is a basic human right. Staff members are expected to respect the dignity, worth and equality of all people without any distinction whatsoever.

### ***Gender equality***

9. All male and female staff member shall be treated equally.

### ***Accountability***

10. Staff members shall be accountable to ICAO for the proper discharge of their functions and for their decisions and actions. They shall submit themselves to scrutiny as appropriate to their office.

### ***Respect for human rights***

11. Each staff member enjoys and has to respect the human rights as presented in the Universal Declaration of Human Rights adopted and proclaimed by the United Nation in 1948.

## **Standards of Conduct**

12. The Standards of Conduct for the International Civil Service adopted by ICAO and issued in Personnel Instruction PI/1.4 are applicable to all staff members.

## **Ethical Aspects in Working Relations**

### ***For each staff member individually***

#### ***Personal conduct***

13. All staff members shall conduct themselves at all times in a manner befitting their status as an international civil servant and shall not engage in any activity that is incompatible with the proper discharge of their duties with ICAO.

#### ***Mutual respect***

14. All staff members have to show mutual respect to each other. They should be open to all legitimate views and opinions and should act impartially, without intimidation and favouritism.

### *Conflict of interest*

15. Staff members shall perform their official duties and conduct their private affairs in a way that preserves and enhances public confidence in their own integrity and that of ICAO and avoids any conflict of interest.

16. Staff members shall not be actively associated with the management of, or hold a financial interest in, any profit-making business or other concern, if it were possible for the staff member or the profit-making business or other concern to benefit from such association or financial interest by reason of his position with the Organization.

### *Use and protection of information*

17. Staff members shall exercise the utmost discretion in regard to all matters of official business. They shall not communicate to any person any information known to them by reason of their official position, which has not been made public, except in the course of their duties or by authorization of the Secretary General. They shall not at any time use such information to private advantage.

18. These obligations do not cease upon separation from service.

### *Respect for different customs and culture*

19. Staff members must show the utmost respect for cultural diversity in the context of their relations with other staff of the Organization and in their personal conduct. They must, in particular, adapt themselves to the local customs of each country to which they are assigned.

### *Outside employment and activities*

20. Staff members shall not engage in any outside occupation or employment, whether remunerated or not, without the approval of the Secretary General.

21. The Secretary General may authorize staff members to engage in an outside occupation or employment, whether remunerated or not, if the outside occupation or employment:

- a) does not conflict with the staff member's official functions or his status as an international civil servant;
- b) is not against the interest of ICAO; and
- c) is permitted by local law at the duty station or where the occupation or employment occurs.

*Use of properties and assets*

22. Staff members shall use the property and assets of ICAO for official purposes and shall exercise reasonable care when utilizing such property and assets.

*Gifts, honours and remuneration from outside sources*

23. To protect the international civil service from any appearance of impropriety, staff members of ICAO must not accept any honour, decoration or favour, gift or remuneration of more than nominal value from any government or from any other source external to the Organization without first obtaining the approval of the Secretary General. Approval shall be granted only in exceptional cases and where such acceptance is not incompatible with the terms of ICAO's Staff Regulations and with the individual's status as an international civil servant.

*Financial disclosure*

24. All staff members at the D-1 level and above shall be required to file financial disclosure statements on appointment and at intervals thereafter as prescribed by the Secretary General in respect of themselves, their spouses and their dependent children.

25. The Secretary General shall require other staff whose function involves financial or procurement matters to file financial disclosure statements, as he deems necessary, in the interest of the Organization.

26. All financial disclosure statements shall be lodged with the Office of the Ethics Officer. These statements shall be kept in a secure location, will be treated in a confidential way and will be accessible to and used only by the Secretary General and the Ethics Officer.

27. Staff members who are not able to comply with the disclosure requirements in respect of their spouses shall submit a detailed justification to the Ethics Officer. The Ethics Officer shall consider whether such justification is reasonable, with regard to the particular circumstances of each case, and may make recommendations to the staff members or the Secretary General in respect of each case.

#### *Notification of lobbying*

28. Staff members shall notify the Secretary General, through their supervisor, of cases of lobbying which may lead to circumventing duly established processes or unduly influencing a decision in favour of a lobbying group.

#### *Conduct of staff member's household*

29. Staff members must bear in mind that their conduct and activities outside the workplace, even if unrelated to official duties, can compromise the image and the interest of ICAO. This can also result from the conduct of their households, and it is their responsibility to make sure that their households are fully aware of this.

### ***Management and staff relations***

#### *General*

30. Relations between management and staff members and vice versa shall be guided by mutual respect and dialogue.

#### *Management*

31. Managers and supervisors are in positions of leadership, and it is their responsibility to ensure a harmonious workplace based on mutual respect; they should be open to all legitimate views and opinions and ensure that the merits of staff are properly recognized.

### *Staff members*

32. Staff members should follow the instructions they receive in connection with their official functions. They have the responsibility of providing all pertinent facts and information to their supervisors and of abiding by and defending any decisions taken, even those not consistent with their personal views.

### *Freedom of association*

33. Freedom of association is a fundamental human right, and international civil servants have the right to form and join associations or other groupings to promote and defend their interests. In using the broad freedom of expression they enjoy, staff members must exercise a sense of responsibility and act in accordance with the ICAO Service Code and the relevant provisions of the present framework.

### ***Relations with Member States***

34. Staff members shall not, either individually or collectively, discredit a Member State or undertake any activity, direct or indirect, to undermine a Member State. They should also refrain from promoting or lobbying in favour of a particular State.

### ***Relations with the public***

35. All staff members have a continuing responsibility to promote a better understanding of the objectives and work of ICAO.

36. They shall endeavour at all times to promote a positive image of the international civil service in conformity with their oath of loyalty. They shall not air personal grievances against ICAO or criticize ICAO in public and shall avoid any kind of public pronouncement which may adversely reflect on their status.

### ***Relations with the media***

37. When dealing with the media, once the necessary authorization has been given, staff members shall regard themselves as

speaking in the name of ICAO and avoid personal references and views; under no circumstances shall they use the media to further their own interests, to reveal unauthorized information or to attempt to influence policy decisions facing ICAO.

## **Misconduct**

### ***Definition***

38. Misconduct is the non-compliance by a staff member, through acts or omissions, with his obligations under the ICAO Service Code, Staff Rules, Personnel and Administrative Instructions and other relevant and administrative texts in force.

39. Misconduct is also the non-observance of standards of conduct expected from an international civil servant.

### ***Categories of misconduct***

40. The behaviour in paragraphs 41 to 44 is considered as examples of misconduct.

#### *Unethical conduct*

41. Unethical conduct is behaviour that is contrary to the core values and principles that are enshrined in this framework and includes discrimination; harassment, including sexual harassment; intimidation, retaliation and abuse of authority; staying in a conflict of interest situation; corruption; misuse of corporate information and breach of confidentiality; and nepotism, be it for personal benefit or for favours to others.

#### *Unlawful conduct*

42. Unlawful conduct is behaviour that is against the law and includes charges such as theft, fraud, bribery, smuggling, possession or sale of illegal substances, and embezzlement, notwithstanding whether or not the staff member was officially on duty at the time when the acts were committed.

### *Wasteful conduct*

43. Wasteful conduct is mismanagement or waste of ICAO's resources, either through gross negligence or malicious intent.

### *Violation of established policies, standards and regulations*

44. Violation of established policies, standards and regulations means non-observance, by malice or by gross negligence, of clearly communicated human resource and financial policies, regulations, rules or other instructions or guidelines applicable to specific areas of work such as misrepresentation, false certification or non-disclosure in connection with allowances, benefits and claims.

### ***Reporting of misconduct***

45. Staff members should report concerns relating to misconduct directly to the Ethics Officer using email, facsimile or mail, following the detailed procedures laid down in the Personnel Instructions.

46. Reporting shall not be used to transmit rumours. Staff members who deliberately make false allegations may themselves be the subject of disciplinary measures.

47. The Ethics Officer will receive, log and take action on all incoming reports.

### ***Preliminary review and investigation***

48. Upon receiving a report, the Ethics Officer shall conduct a preliminary review. In the event of a credible case of misconduct, he shall propose an early resolution or otherwise refer the case in writing to the Bureau in charge of investigation.

49. Where, in the opinion of the Ethics Officer, there may be a conflict of interest in the Bureau conducting the investigation or if, in his view, the matter concerns a serious or complex case, the Ethics Officer may recommend to the Secretary General that the matter be referred to an alternative investigating mechanism.

50. Once the Ethics Officer has received the investigation report, he will make his recommendations on the case to the Secretary General for final decision. Outcome of investigations on allegations concerning the Secretary General will be reported directly to the Council.

### ***Disciplinary measures***

51. Allegation of misconduct may lead to the imposition by the Secretary General of one or more disciplinary measures listed in Article X of the ICAO Service Code that he deems appropriate to the gravity of the case.

52. The decision of the Secretary General to impose any of the disciplinary measures is, without prejudice to his authority, to take any legal action to establish the criminal, civil or financial liability of the staff member concerned.

## **Protection against Retaliation**

### ***General***

53. It is the duty of all staff members to report any breach of ICAO's regulations and rules related to misconduct to the Ethics Officer and to cooperate with duly authorized audits and investigations.

54. All staff members of ICAO shall be protected against retaliation for reporting misconduct and for cooperating with duly authorized audits or investigations.

### ***Protection of staff who suffered retaliation***

55. Protection against retaliation applies to any staff member who:

- a) reports the failure of one or more staff members to comply with his obligations under the ICAO Service Code, the Staff Regulations, Staff Rules, Personnel

Instructions or other relevant administrative issuances related to misconduct, including any request or instruction from any staff member to violate the above-mentioned codes, rules or standards; and

- b) cooperates in good faith with a duly authorized investigation or audit.

### ***Prohibition of retaliation***

56. Any retaliatory measures against a staff member or any other individual engaged in any dealings with ICAO because such person has reported misconduct by ICAO staff members shall be considered misconduct that, if established, will lead to disciplinary or other appropriate action.

## **Organizational Aspects**

### ***Ethics Officer***

57. There shall be an Ethics Officer within ICAO. The Ethics Officer shall be attached to the Office of the Secretary General, shall report directly to the Secretary General and shall be independent from all other services. The Ethics Officer has both formal and informal access to the Council.

### ***Access to the Ethics Officer***

58. All staff members shall have access to the Ethics Officer and shall be informed of the different possibilities for reporting cases of wrongdoing in a confidential way as laid down in the Personnel Instructions.

### ***Duty to cooperate with the Ethics Officer***

59. All staff members have the duty to cooperate with the Ethics Officer and provide access to all records and documents requested by

him. The exceptions to this are medical records, which would not be available without the express consent of the staff member concerned, and records that are subject to confidentiality requirements.

60. Staff members who have provided information in good faith and/or have cooperated with investigations or audits are entitled to protection against retaliation.

### ***Responsibilities in the field of ethics***

#### *Secretary General*

61. The Secretary General is responsible, *inter alia*, for:
- a) monitoring the ICAO framework on ethics;
  - b) ensuring that appropriate mechanisms are in place for the prevention and resolution of misconduct as well as for protecting staff against retaliation for reporting misconduct and for cooperating with duly authorized audits or investigations;
  - c) preventing discriminatory acts and human rights violations; and
  - d) holding at least one annual “town hall” meeting with staff, including a specific agenda item on ethics.

#### *Ethics Officer*

62. The Ethics Officer is, *inter alia*, responsible for providing counsel and confidential advice to the Organization and its staff about ethics and standards of conduct. He shall promote ethical awareness through training, communication, policy development and liaison as well as dealing with reports of misconduct. Examples of tasks are:

- a) providing advice to the Secretary General and the Council on policies and procedures related to ethics issues;
- b) prevention and outreach through the development and implementation of mandatory ethics training programmes

- (initial and refresher) and internal communication, including contribution to ICAO's website on the ethics function;
- c) providing confidential ethics advice and guidance to all staff members;
  - d) handling of reported cases of misconduct, including initial screening and proposing early resolution when feasible and, if required, referring the matter to the appropriate unit for investigation;
  - e) administering the ICAO policy for the protection of staff against retaliation for reporting misconduct and for cooperating with duly authorized audits or investigations;
  - f) developing, implementing and administering ICAO's financial disclosure programme;
  - g) submitting, to the Council, an annual report, unchanged by the Secretary General, together with any comments of the Secretary General thereon; and
  - h) maintaining records of advice and guidance given.

*Director, Administration and Services Bureau*

63. The Director of the Administration and Services Bureau shall, *inter alia*, be responsible for:

- a) providing to staff and management general advice on questions relating to the prevention and resolution of cases of misconduct; and
- b) investigating cases of misconduct as handed over by the Ethics Officer and reporting back to him.

*Chief, Evaluation and Internal Audit*

64. The Chief, Evaluation and Internal Audit shall, *inter alia*, be responsible for:

- a) notifying the Ethics Officer of any elements of misconduct found during evaluation and internal audit activities; and
- b) investigating cases of misconduct of a financial nature as handed over by the Ethics Officer and reporting back to him.

*Director, Legal Affairs and External Relations Bureau*

65. The Director, Legal Affairs and External Relations Bureau shall, *inter alia*, be responsible for:

- a) notifying the Ethics Officer of any elements of misconduct found during the performance of tasks by his bureau; and
- b) investigating cases of misconduct as handed over by the Ethics Officer and reporting back to him.

*Directors, Chiefs and Supervisors*

66. Directors, Chiefs and Supervisors shall, *inter alia*, be responsible for:

- a) communicating clearly to all their staff members ICAO's policy on ethical issues;
- b) taking steps at an early stage to prevent and/or resolve conflicts between staff members in their unit;
- c) taking swift and appropriate preventative action on potential cases of misconduct, especially harassment, as soon as they become aware of such situations;
- d) taking an active part in the mediation/resolution of actual cases of misconduct as soon as they become aware of such situations; and
- e) taking the appropriate actions, following the resolution of cases, and ensuring that measures are in place to prevent recurrence of conflict and/or harassment.

### *Staff members*

67. Staff members shall, *inter alia*, be responsible for:
- a) behaving in a way that ensures that the workplace is free of intimidation, hostility or offence and any form of misconduct; and
  - b) not tolerating any form of misconduct, especially any form of harassment.

### *Ombudsman*

68. The Secretary General shall designate an Ombudsman. The role of the Ombudsman shall be, *inter alia*, to:
- a) provide a channel for dialogue and conciliation between staff members, supervisors and the administration in cases of disagreements or disputes of a non-ethical nature in order to avoid, to the extent possible, recourse to ICAO's formal machinery for settlements of disputes;
  - b) attempt to effect conciliation and settlement of these disputes through fact-finding, discussion and involvement of all interested parties and, when required, address recommendations to the parties to the dispute;
  - c) assist and counsel staff members individually in case of problems and grievances relating to the terms and conditions of employment, their working conditions or their relations with supervisors and colleagues; and
  - d) submit a report of his activities to the Secretary General at the end of each year.

### **Procedures in Cases of Misconduct**

69. Detailed procedures in cases of misconduct are laid down in the Personnel Instructions.



**ANNEX II**  
**SALARY SCALES**

Annex II-A for Professionals and  
Annex II-B for General Service

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## ANNEXES TO THE SERVICE CODE

### ANNEX II-A SALARY SCALE FOR THE PROFESSIONAL AND HIGHER CATEGORIES Annual gross salaries and net equivalents after application of staff assessment (in U.S. dollars) (effective 1 January 2012)

Level	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV	
	STEP															
DIRECTOR AND PRINCIPAL OFFICER CATEGORY																
D-2 Director	Gross	141 227	144 223	147 221	150 227	153 351	156 476									
	Net D	112 096	114 283	116 471	118 659	120 846	123 033									
	Net S	102 981	104 827	106 666	108 500	110 329	112 147									
D-1 Principal Officer	Gross	129 047	131 678	134 304	136 936	139 568	142 197	144 830	147 459	150 093						
	Net D	103 204	105 125	107 042	108 963	110 885	112 804	114 726	116 645	118 565						
	Net S	95 394	97 062	98 728	100 388	102 047	103 702	105 349	106 996	108 638						
PROFESSIONAL CATEGORY																
P-5 Senior Officer	Gross	106 718	108 955	111 195	113 430	115 670	117 905	120 147	122 384	124 622	126 860	129 099	131 336	133 575		
	Net D	86 904	88 537	90 172	91 804	93 439	95 071	96 707	98 340	99 974	101 608	103 242	104 875	106 510		
	Net S	80 734	82 186	83 633	85 079	86 524	87 963	89 402	90 838	92 272	93 703	95 132	96 556	97 981		
P-4 First Officer	Gross	87 933	89 929	91 924	93 919	95 916	97 910	99 908	102 059	104 219	106 377	108 540	110 696	112 856	115 018	117 178
	Net D	72 467	74 044	75 620	77 196	78 774	80 349	81 927	83 503	85 080	86 655	88 234	89 808	91 385	92 963	94 540
	Net S	67 483	68 918	70 354	71 784	73 215	74 645	76 074	77 500	78 924	80 349	81 770	83 191	84 612	86 030	87 447
P-3 Second Officer	Gross	72 267	74 114	75 962	77 808	79 657	81 503	83 348	85 199	87 046	88 892	90 742	92 586	94 437	96 282	98 128
	Net D	60 091	61 550	63 010	64 468	65 929	67 387	68 845	70 307	71 766	73 225	74 686	76 143	77 605	79 063	80 521
	Net S	56 091	57 433	58 777	60 118	61 462	62 803	64 143	65 488	66 828	68 170	69 508	70 847	72 182	73 521	74 859
P-2 Associate Officer	Gross	59 267	60 920	62 571	64 225	65 877	67 528	69 182	70 832	72 485	74 139	75 790	77 443			
	Net D	49 821	51 127	52 431	53 738	55 043	56 347	57 654	58 957	60 263	61 570	62 874	64 180			
	Net S	46 730	47 915	49 096	50 279	51 461	52 645	53 847	55 046	56 251	57 452	58 650	59 854			
P-1 Assistant Officer	Gross	46 399	47 878	49 348	50 891	52 476	54 063	55 653	57 243	58 827	60 415					
	Net D	39 439	40 696	41 946	43 204	44 456	45 710	46 966	48 222	49 473	50 728					
	Net S	37 202	38 359	39 516	40 671	41 827	42 982	44 138	45 280	46 416	47 553					

S = Rate applicable to staff members with no dependent spouse or child.

D = Rate applicable to staff members with a dependent spouse or child.

**ANNEX II-B**  
**GENERAL SERVICE CATEGORY GRADING AND SALARY SCALES**  
**(in Canadian dollars)**  
**(effective 1 April 2011)**

LEVEL		STEP										LONG SERVICE STEP
		I	II	III	IV	V	VI	VII	VIII	IX	X	
G-9*	Gross	58 189	61 026	63 862	66 836	69 878	72 920	75 962	79 004	82 046	85 088	88 130
	Gross pens.	56 334	59 060	61 787	64 515	67 241	69 968	72 695	75 422	78 148	80 876	83 602
	Total net	45 220	47 319	49 418	51 517	53 616	55 715	57 814	59 913	62 012	64 111	66 210
	Net pens. (NPC)	45 220 0	47 319 0	49 418 0	51 517 0	53 616 0	55 715 0	57 814 0	59 913 0	62 012 0	64 111 0	66 210 0
G-8*	Gross	53 019	55 619	58 219	60 819	63 419	66 107	68 896	71 684	74 472	77 261	80 049
	Gross pens.	51 369	53 867	56 367	58 865	61 365	63 864	66 363	68 862	71 362	73 860	76 360
	Total net	41 394	43 318	45 242	47 166	49 090	51 014	52 938	54 862	56 786	58 710	60 634
	Net pens. (NPC)	41 394 0	43 318 0	45 242 0	47 166 0	49 090 0	51 014 0	52 938 0	54 862 0	56 786 0	58 710 0	60 634 0
G-7*	Gross	48 282	50 665	53 047	55 430	57 812	60 195	62 577	64 971	67 526	70 081	72 636
	Gross pens.	46 824	49 112	51 402	53 689	55 978	58 266	60 556	62 843	65 132	67 420	69 709
	Total net	37 889	39 652	41 415	43 178	44 941	46 704	48 467	50 230	51 993	53 756	55 519
	Net pens. (NPC)	37 889 0	39 652 0	41 415 0	43 178 0	44 941 0	46 704 0	48 467 0	50 230 0	51 993 0	53 756 0	55 519 0
G-6	Gross	43 972	46 150	48 328	50 507	52 685	54 864	57 042	59 220	61 399	63 577	65 825
	Gross pens.	42 837	44 827	46 862	48 955	51 047	53 141	55 235	57 328	59 422	61 515	63 610
	Total net	34 699	36 311	37 923	39 535	41 147	42 759	44 371	45 983	47 595	49 207	50 819
	Net pens. (NPC)	34 699 0	36 311 0	37 923 0	39 535 0	41 147 0	42 759 0	44 371 0	45 983 0	47 595 0	49 207 0	50 819 0
G-5	Gross	40 131	42 048	43 996	45 991	47 985	49 980	51 974	53 969	55 964	57 958	59 953
	Gross pens.	39 216	41 038	42 861	44 683	46 533	48 449	50 366	52 283	54 201	56 117	58 035
	Total net	31 765	33 241	34 717	36 193	37 669	39 145	40 621	42 097	43 573	45 049	46 525
	Net pens. (NPC)	31 765 0	33 241 0	34 717 0	36 193 0	37 669 0	39 145 0	40 621 0	42 097 0	43 573 0	45 049 0	46 525 0
G-4	Gross	36 661	38 414	40 168	41 921	43 693	45 518	47 342	49 166	50 991	52 815	54 639
	Gross pens.	35 909	37 577	39 245	40 914	42 582	44 250	45 918	47 669	49 424	51 179	52 933
	Total net	29 093	30 443	31 793	33 143	34 493	35 843	37 193	38 543	39 893	41 243	42 593
	Net pens. (NPC)	29 093 0	30 443 0	31 793 0	33 143 0	34 493 0	35 843 0	37 193 0	38 543 0	39 893 0	41 243 0	42 593 0
G-3	Gross	33 456	35 062	36 669	38 275	39 882	41 488	43 095	44 762	46 434	48 105	49 777
	Gross pens.	32 869	34 397	35 924	37 452	38 979	40 507	42 034	43 562	45 088	46 649	48 255
	Total net	26 625	27 862	29 099	30 336	31 573	32 810	34 047	35 284	36 521	37 758	38 995
	Net pens. (NPC)	26 625 0	27 862 0	29 099 0	30 336 0	31 573 0	32 810 0	34 047 0	35 284 0	36 521 0	37 758 0	38 995 0
G-2	Gross	30 539	32 009	33 479	34 949	36 419	37 890	39 360	40 830	42 300	43 793	45 323
	Gross pens.	30 092	31 491	32 889	34 289	35 687	37 087	38 485	39 884	41 283	42 681	44 081
	Total net	24 379	25 511	26 643	27 775	28 907	30 039	31 171	32 303	33 435	34 567	35 699
	Net pens. (NPC)	24 379 0	25 511 0	26 643 0	27 775 0	28 907 0	30 039 0	31 171 0	32 303 0	33 435 0	34 567 0	35 699 0
G-1	Gross	27 864	29 209	30 555	31 900	33 245	34 591	35 936	37 282	38 627	39 973	41 318
	Gross pens.	27 551	28 831	30 111	31 390	32 670	33 949	35 230	36 510	37 790	39 069	40 350
	Total net	22 319	23 355	24 391	25 427	26 463	27 499	28 535	29 571	30 607	31 643	32 679
	Net pens. (NPC)	22 319 0	23 355 0	24 391 0	25 427 0	26 463 0	27 499 0	28 535 0	29 571 0	30 607 0	31 643 0	32 679 0

\* Semi-professional levels

## ANNEX III

### ICAO STAFF ASSESSMENT PLAN

1. An assessment at the rates and under the conditions specified below shall be applied to the salaries and such other emoluments of staff members as are computed on the basis of salary, excluding post adjustments, provided that the Secretary General may, where he deems it advisable, exempt from the assessment the salaries and emoluments of staff engaged at locality rates.

2. The assessment shall be calculated according to the following rates:

- a) for staff members in the Professional and higher categories with dependents:

<i>Total assessable payments per year (in U.S. dollars)</i>	<i>Assessment (per cent)</i>
	<i>Staff member with a dependent spouse or a dependent child</i>
First 50 000	15
Next 50 000	21
Next 50 000	27
Remaining assessable payments	30

- b) for staff members in the Professional and higher categories without dependents:

Staff assessment amounts for those with neither a dependent spouse nor a dependent child would be equal to the differences between the gross salaries at different grades and steps and the corresponding net salaries at the single rate.

c) for staff members in the General Service category:

<i>Total assessable payments per year (in U.S. dollars)</i>	<i>Assessment (per cent)</i>
First 20 000	19
20 001 to 40 000	23
40 001 to 60 000	26
60 001 and above	31

d) the Secretary General shall determine in each case which of the scales set out in 2 a), b) and c) above shall apply to staff engaged under the provisions of Regulation 4.28.

3. The resulting net salary shall be rounded to the nearest dollar.

4. In the case of a person who is not employed by the Organization for the whole of a calendar year or in cases where there is a change in the annual rate of payments made to a staff member, the rate of assessment shall be governed by the annual rate of each such payment made to him or her.

5. The assessment computed under the foregoing provisions shall be collected by the Organization by withholding it from payments. No part of the assessment so collected shall be refunded because of cessation of employment during the calendar year.

## ANNEX IV

### HUMAN RESOURCES COMMITTEE

#### *Mandate*

1. Consistent with Regulation 4.12 of the Service Code, the Council shall establish a Committee called Human Resources Committee (HRC) to review the selection reports of D-1 and D-2 level posts to ensure that the shortlisted candidates meet the selection criteria and that all those rejected by the process have been fairly treated. The Committee shall take into account the goal to enhance the ability of ICAO to attract, retain and motivate a competent, diverse and flexible workforce capable of delivering outcomes to the highest standards. The Committee shall provide the outcome of its review to the Secretary General in writing within one week of completion of the review.

2. The Committee will make recommendations relating to human resources policy for ICAO. In particular, the Committee will provide policy advice to the Council that promotes fairness, equity, integrity, efficiency, effectiveness and transparency during the recruitment process and for human resources practices, generally. Such advice should reflect best practices in terms of achieving the principles of equitable geographical representation and gender equality, as well as ensure non-discrimination on grounds of ethnicity, religion, sexual preference or disability.

3. The Committee shall report to the Council on the selection reports reviewed and on the outcome of any task requested by the Council.

#### *Composition*

4. The Committee shall be established in accordance with Rule 17a) of the *Rules of Procedure for the Council* (Doc 7559) and shall consist of the three Vice-Presidents of the Council and up to nine additional members of the Council, nominated by the President of the Council and elected by the Council, ensuring gender and geographic representation.

5. The Committee will meet as necessary, during or outside Council Sessions, and may be convened for specific purposes or as an ongoing Committee.

*Secretariat*

6. The Secretary General will designate the Secretary of the Committee.

**PROCEDURES FOR THE SELECTION OF D-2 AND  
D-1 LEVEL POSTS**

*Vacancy Notice*

7. The Vacancy Notice shall be submitted to the HRC for review and approval at least ten months prior to the date the post is anticipated to become vacant.

*Candidates*

8. The Secretary General shall provide to the HRC the application details and motivation letters of the shortlisted candidates (in alphabetical order) as well as the full list of candidates showing those who meet the requirements and those who do not. The Secretary General may also provide any comments of a general nature and any other information that may assist the Committee.

9. When reviewing the documents for the post, the HRC shall convene in Closed Meeting. The relevant documentation shall be classified as Restricted and distributed to HRC Members only. On request, this documentation shall also be accessible, in the Bureau of Administration and Services, to all Representatives on the Council.

10. The HRC shall review the qualifications of the final shortlisted candidates to verify whether or not the candidates meet the requirements as set out in the Vacancy Notice and to ensure that they are suitably qualified to discharge the functions of the post under consideration. The Chairman of the HRC shall circulate to the Secretary

General, the President and Representatives on the Council a summary record of the Committee's discussion, to which shall be attached a brief synopsis of the final shortlisted candidates.

*Decision for D-2 posts*

11. Taking into account the advice offered by the HRC on the shortlisted candidates and, after obtaining the written approval of the President of the Council, the Secretary General shall inform the Council of his choice, in writing.

12. The Council shall consider the appointment of the chosen candidate and the Secretary General shall appoint the candidate he has chosen, unless a majority of the Members of the Council expresses disapproval. The vote of the Council shall be taken by secret ballot, unless waived by the unanimous decision of the Members represented at the meeting. An Electronic Bulletin announcing the appointment shall be disseminated to States.

13. Should the Council express its disapproval of the candidate chosen by the Secretary General, the Secretary General shall choose another candidate from the final shortlist and, after obtaining the written approval of the President of the Council, shall inform the Council of his choice, in writing. Alternatively, the Secretary General may decide to readvertise the post, following the procedures contained in this Annex for the selection of D-2 Bureau Directors, and to inform the Council accordingly.

*Decision for D-1 posts*

14. Taking into account the advice offered by the HRC on the shortlisted candidates, and after obtaining the written approval of the President of the Council, the Secretary General shall choose his preferred candidate and report his decision to the Representatives on the Council via a Confidential Secretary General memorandum and, subsequently, in a Staff Notice. An Electronic Bulletin announcing the appointment shall be disseminated to States.

15. Should the President of the Council disapprove of the candidate chosen by the Secretary General, the latter shall choose

another candidate from the final shortlist, obtain the written approval of the President of the Council, and report his decision as described in paragraph 14 above. Alternatively, the Secretary General may decide to readvertise the post following the procedures contained in this Annex for the selection of D-1 Regional Directors, and to inform the Council accordingly.

### **Interim Arrangements in Cases of Unexpected Vacancies for D-1 posts**

16. When a D-1 post unexpectedly becomes vacant (resignation without appropriate notice, summary dismissal, death of incumbent, etc.), the Secretary General, after obtaining the written approval of the President of the Council, may decide to transfer and/or reassign another staff member at the D-1 level to this vacant post (Staff Regulation 4.37). Alternatively, pending completion of the recruitment process, the Secretary General, after obtaining the written approval of the President of the Council, may decide to temporarily assign the functions of the post to a staff member who is at a lower grade level and to grant him a Special Post Allowance (Staff Rule 103.15), under the conditions specified in this staff rule, and for a duration which shall not exceed twelve months. Under no circumstances should such an assignment result in a permanent promotion without prior competitive process. The Secretary General shall report his decision in a Staff Notice, which shall be copied to the Representatives on the Council.

### **Probationary Period and Reappointment of Bureau Directors (D-2) and Regional Directors (D-1)**

#### *Probationary period*

17. The first year of the initial appointment shall be a probationary period. The Secretary General, after having obtained the written approval of the President of the Council, shall inform the Council, in writing, at least one month in advance of the expiry of the probationary period whether or not he intends to confirm the contract in the case of D-2 Bureau Directors, and of his decision in the case of D-1 Regional Directors.

## *Reappointment*

18. An incumbent serving in a post of D-2 Bureau Director or D-1 Regional Director may be reappointed once, provided that his total period of service is within the maximum allowable for these positions (Staff Regulation 4.15 and 4.20) and taking into account the mandatory retirement age of the Organization (Staff Regulation 9.15).

19. Approximately ten months prior to the end of the first term of a D-2 Bureau Director, the Secretary General, following consideration of the incumbent's performance, and after having obtained the written approval of the President of the Council, shall inform the Council, in writing, of his intention to either reappoint the incumbent for the second term or to advertise the post.

20. In cases where the Secretary General has opted to reappoint a D-2 Bureau Director, the Secretary General shall reappoint the incumbent, unless a majority of the Members of the Council expresses disapproval. The vote of the Council shall be taken by secret ballot, unless waived by unanimous decision of the Members represented at the meeting. An Electronic Bulletin announcing the reappointment shall be disseminated to States.

21. In cases where the Secretary General has opted not to reappoint the incumbent and to advertise the post, or where the Council has expressed disapproval of the reappointment of an incumbent pursuant to paragraph 20 above, the procedures contained in this Annex for the selection of D-2 Bureau Directors shall apply.

22. Approximately ten months prior to the end of the first term of a D-1 Regional Director, the Secretary General, following consideration of the incumbent's performance, and after having obtained the written approval of the President of the Council, shall inform the Council, in writing, of his decision to reappoint the incumbent for the second term or to advertise the post. In the case of reappointment, an Electronic Bulletin announcing the decision shall be disseminated to States.

23. In cases where the Secretary General has opted not to reappoint the incumbent and to advertise the post, the procedures contained in this Annex for the selection of D-1 Regional Directors shall apply.

24. An incumbent serving in a post of D-2 Bureau Director or D-1 Regional Director who has already served one term may reapply for the post he occupies and which has been advertised on the understanding that his application shall be subject to the competitive process applicable for all candidates. The mere fact of his having filled the post will not be considered as a factor in his favour (although the quality of his work in that period may be a relevant consideration).

25. A D-2 Bureau Director or D-1 Regional Director who has completed his second term and reached the maximum period of service for these positions (Staff Regulation 4.15 and 4.20) may be eligible for appointment to another position within the Organization on the express approval of the Council.

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## ANNEX V

### **TRANSITIONAL ARRANGEMENTS FOR THE IMPLEMENTATION OF REVISED CONTRACTUAL ARRANGEMENTS**

1. Pending final approval by the United Nations General Assembly of the conditions for conversion to continuing appointments, and subsequent approval by the ICAO Council, the following transitional measures will be implemented :

- a) No continuing appointment shall be granted;
- b) Staff members holding permanent appointments shall retain their existing conditions of employment until their separation from the Organization; and
- c) Staff members holding term appointments shall retain their existing conditions of employment until their separation from the Organization, or until their appointments are converted to continuing appointments, whichever comes first.

2. Staff members holding fixed-term appointments prior to 1 January 2011 shall retain their existing conditions of employment until the expiration date specified in their letter of appointment. Fixed-term appointments issued after 1 January 2011 shall be governed by the terms and conditions applicable to fixed-term appointments under these Regulations.

3. Staff members holding temporary appointments prior to 1 January 2011 shall retain their existing conditions of employment until the expiration date specified in their letter of appointment. Temporary appointments issued after 1 January 2011 shall be governed by the terms and conditions applicable to temporary appointments under these Regulations.



## ANNEX VI

### TERMINATION INDEMNITY

1. Staff members whose appointments are terminated shall be paid an indemnity in accordance with the following provisions:

- a) Except as provided in paragraphs b), c), d) and e) below and in Regulation 9.3, the termination indemnity shall be paid in accordance with the following schedule:

<i>Completed years of service</i>	<i>Months of gross salary, less staff assessment, where applicable</i>		
	<i>Temporary appointments exceeding six months</i>	<i>Fixed-term appointments</i>	<i>Continuing appointments</i>
Less than 1 .....	One week for each	One week for	Not applicable
1 .....	month of uncompleted	each month of	Not applicable
2 .....	service subject to a	uncompleted	3
	minimum of six	service subject	
	weeks' and a	to a minimum	
	maximum of three	of six weeks'	
	months' indemnity	and a	
	pay	maximum of	
3 .....		three months'	3
4 .....		indemnity pay	4
5 .....			5
6 .....		3	6
7 .....		5	7
8 .....		7	8
9 .....	Not applicable	9	9
10 .....		9.5	9.5
11 .....		10	10
12 .....		10.5	10.5
13 .....		11	11
14 .....		11.5	11.5
15 or more .....		12	12

- b) A staff member whose appointment is terminated for reasons of health shall receive an indemnity equal to the indemnity provided under paragraph a) of the present annex reduced by the amount of any disability benefit that the staff member may receive under the

Regulations of the United Nations Joint Staff Pension Fund for the number of months to which the indemnity rate corresponds;

- c) A staff member whose appointment is terminated for unsatisfactory service or who for disciplinary reasons is dismissed for misconduct other than by summary dismissal may be paid, at the discretion of the Secretary General, an indemnity not exceeding one half of the indemnity provided under paragraph a) of the present annex;
- d) No indemnity payments shall be made to:
  - i) A staff member who resigns, except where termination notice has been given and the termination date agreed upon;
  - ii) A staff member who has a temporary or a fixed-term appointment that is completed on the expiration date specified in the letter of appointment;
  - iii) A staff member who is summarily dismissed;
  - iv) A staff member who abandons his post; and
  - v) A staff member who is retired under the Regulations of the United Nations Joint Staff Pension Fund;
- e) Personnel specifically engaged for conference and other short-term service, as consultants or as experts, and staff members who are locally recruited for service in established offices away from Headquarters may be paid termination indemnity if and as provided in their letters of appointment.

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NOT FOR SALE