



STAFF RULES

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STAFF RULES

ASIAN INFRASTRUCTURE INVESTMENT BANK

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STAFF RULE 1.01

RECRUITMENT

- 1.01/1 In order to secure the highest standards of efficiency and technical competence, Staff Members shall be recruited based on merit, in accordance with objectively determined positions, with due regard to a wide geographical basis of the staff of the Bank.
- 1.01/2 An applicant shall be ineligible for recruitment, if either of the following conditions are met:
- 1.01/2.1 The applicant is aged less than 21 years old; or
- 1.01/2.2 The applicant would be unfit for the duties associated with the position, notwithstanding reasonable adaptations by the Bank.
- 1.01/3 Merit based recruitment of Staff Members shall be in accordance with objective position descriptions and conform to an established procedure.
- 1.01/3.1 Competition shall apply to the recruitment of the staff of the Bank, other than on an exceptional basis, reportable to the Executive Committee, the President may determine a position not to be subject to competitive selection.
- 1.01/3.2 Between applicants of equivalent merit, due regard shall be given to the selection of a Staff Member that widens the regional geographical basis of the staff of the Bank.
- 1.01/4 Positions shall be determined to be recruited to Professional Staff, unless the following conditions for Support Staff recruitment are met:
- 1.01/4.1 Global industry-specific experience and mobility are non-essential to the position; and,
- 1.01/4.2 There is a sufficient pool of qualified applicants readily available at the scheduled working location.
- 1.01/5 The recruitment of Staff Members shall not discriminate against applicants on the basis of religion, gender, race, disability, sexual orientation or nationality.

STAFF RULE 1.02

APPOINTMENT OF STAFF MEMBERS

- 1.02/1 Appointment to the staff of the Bank shall be exclusively by Letter of Appointment.
- 1.02/1.1 The Letter of Appointment shall constitute an offer of appointment. This offer shall be open for acceptance for a limited duration as stated in the Letter of Appointment, extendable only in writing by the Bank.
- 1.02/1.2 Acceptance shall only be in writing in the manner set out by the Letter of Appointment.
- 1.02/1.3 The Letter of Appointment may be withdrawn prior to either acceptance of the offer of appointment or satisfaction of any stated terms or conditions that must be met prior to entry on duty.
- 1.02/1.4 The Letter of Appointment shall set out the terms and conditions of employment between the Bank and the Staff Member, including through incorporation by reference.
- 1.02/2 Appointment shall take effect from the date of entry of the Staff Member on duty.
- 1.02/2.1 Entry on duty shall be determined as the date on which the Staff Member reports for duty.
- 1.02/3 Staff Members shall be appointed to the Bank on a fixed-term basis.
- 1.02/3.1 Unless extended by mutual agreement, a fixed-term appointment shall expire at the end of a defined duration, as stated in the Letter of Appointment.

STAFF RULE 1.03

EMPLOYMENT RESTRICTION OF PARTNERS AND CLOSE RELATIVES

1.03/1 In order to ensure that the highest standards of efficiency are not compromised by familial relationships between Staff Members, the Partner or Close Relative of a Staff Member of the Bank shall not be appointed to the staff of the Bank, other than in exceptional circumstances as provided in this Staff Rule.

1.03/2 For purposes of the Staff Rules, Partner shall mean:

1.03/2.1 A person to whom a Staff Member is legally married or in a recognized civil partnership under the law of the country where it has been contracted; or,

1.03/2.2 A domestic partner with whom a Staff Member is cohabiting as defined in the relevant Internal Legal Framework documents.

1.03/3 For purposes of this Staff Rule, Close Relative shall mean, whether by blood or adoption:

Mother	Aunt	Grandmother	Stepmother	Mother-in-law
Father	Uncle	Grandfather	Stepfather	Father-in-law
Daughter	Cousin	Grandson	Stepsister	Sister-in-law
Son	Nephew	Granddaughter	Stepbrother	Brother-in-law
Sister	Niece			Daughter-in-law
Brother				Son-in-law

1.03/4 This Staff Rule does not prevent marriage, civil or domestic partnership between existing Staff Members.

1.03/4.1 Staff Members who marry or who enter into a civil or domestic partnership must immediately notify the Human Resources Department.

1.03/4.2 To maintain the impartiality of Staff Members who marry or who enter into a civil or domestic partnership they may, following consultation, be reassigned.

1.03/5 In special and unusual circumstances, the President may make exceptions in the application of this Staff Rule, and so appoint a Partner or Close Relative of a Staff Member, if the following conditions are met:

1.03/5.1 The Partner or Close Relative has a particular technical competence that is especially required by the Bank.

1.03/5.2 Another suitably qualified appointee is not available; and,

1.03/5.3 The impartiality of the appointee and the Staff Member is maintained.

STAFF RULE 1.04

PROBATION

- 1.04/1 In order to evaluate the suitability of Staff Members to the Bank, all appointments to the staff of the Bank shall be subject to a six-month probation period.
- 1.04/1.1 The probation period shall be calculated to include the day of its expiry.
- 1.04/1.2 The probation period may be extended up to a maximum of twelve months.
- 1.04/1.3 Continuous absence on sick leave or maternity leave, of more than four weeks shall not count towards the duration of the probation period.
- 1.04/2 Staff Members shall be provided with timely and continuing feedback during the probation period on their suitability to the Bank.
- 1.04/3 At the end of the probation period a probationary appointment may be confirmed.
- 1.04/3.1 Staff Members shall receive from the Human Resources Department written notification of whether their appointment has been confirmed and, if so, its effective date.
- 1.04/4 A probationary appointment may be unilaterally terminated on or before the end of the probation period.
- 1.04/4.1 The unilateral termination of a probationary appointment may take place at any time during the probation period upon written notification from the Human Resources Department.
- 1.04/4.2 No notice or warning, written or otherwise, shall be a necessary precondition for such unilateral termination.

STAFF RULE 1.05

EXTENSION OF APPOINTMENT

- 1.05/1 For the continuity of the staff of the Bank, the fixed appointment term of a Staff Member may be extended in accordance with this Staff Rule.
- 1.05/2 Extension of the appointment of a Staff Member shall be determined by the Bank exclusively on the basis of fitness for duty, merit and continuing functional justification.
- 1.05/3 An extension of appointment shall be offered, for a further defined duration, in an Extension Letter.
- 1.05/3.1 The extension of appointment shall be open for acceptance for a limited duration as stated in the Extension Letter.
- 1.05/3.2 Acceptance shall only be in writing in the manner set out by the Extension Letter.
- 1.05/3.3 Except for the extension of the defined duration of the appointment term, the terms and conditions of employment between the Bank and the Staff Member shall be otherwise unaltered by the Extension Letter.
- 1.05/3.4 An Extension Letter shall be issued no less than three months before the expiration of the fixed term appointment of the Staff Member.
- 1.05/4 Staff Members not issued with an Extension Letter shall receive written notification accordingly from the Human Resources Department no less than three months before the expiration of the fixed term appointment.
- 1.05/5 Without prejudice to other Staff Rules, there shall be no limitation to the number of times an appointment may be extended.

STAFF RULE 2.01

WORK SCHEDULES AND ARRANGEMENTS

- 2.01/1 In order to maximize efficiency and effectiveness, Staff Members shall be assigned a scheduled working week, hours and location.
- 2.01/1.1 The scheduled working week shall be Monday to Friday.
- 2.01/1.2 Scheduled working hours shall be 8 hours each day of the working week.
- 2.01/1.3 The scheduled working location shall be Bank Headquarters, Beijing, or as otherwise assigned by the Bank.
- 2.01/2 Staff Members shall be allowed a reasonable degree of flexibility to scheduled working arrangements, consistent with the highest standards of efficiency and effectiveness.
- 2.01/3 Staff Members may be required, within a reasonable degree, to work outside of scheduled working arrangements consistent with the fulfillment of duties and responsibilities.
- 2.01/3.1 Scheduled working arrangements shall not apply during official travel.
- 2.01/3.2 Staff Members shall not be entitled to overtime pay for unscheduled working arrangements or for official travel.
- 2.01/4 Alternative working arrangements may be authorized to allow a Staff Member to vary the scheduled working week, hours and location. Terms and conditions of appointment shall be unaltered by alternative working arrangements.

STAFF RULE 2.02

OFFICIAL HOLIDAYS

- 2.02/1 During October of each calendar year, the President shall determine a list of thirteen Official Holidays for the next calendar year.
- 2.02/1.1 Official Holidays shall be days of authorized paid leave for the staff of the Bank.
- 2.02/1.2 Different Official Holidays may be established for different scheduled working locations.
- 2.02/2 The President may determine additional Official Holidays during each calendar year without necessarily listing these in the preceding calendar year.

STAFF RULE 2.03

LEAVE

- 2.03/1 In order to promote their health, well-being and work-life balance, Staff Members shall be entitled to paid leave. Unpaid leave may also be authorized if this is considered to be in the interests of the Bank.
- 2.03/2 The type of paid leave status shall be determined by the predominant purpose of the leave taken, as follows:
- 2.03/2.1 Annual leave is an authorized absence from work, which is available to Staff Members when other types of paid leave status are inapplicable.
- 2.03/2.2 Sick leave is a certified absence from work due to the medical incapacity, quarantine, recovery or treatment of the Staff Member.
- 2.03/2.3 Family leave is an authorized absence from work to care for a sick parent, Partner, dependent child, or sibling of the Staff Member. Notwithstanding this, a Staff Member may utilize a part of their family leave for home travel as defined in the related Internal Legal Framework documents.
- 2.03/2.4 Parental leave is an authorized absence from work in connection with the delivery of a child by the Partner of the Staff Member or the adoption of a dependent child by the Staff Member.
- 2.03/2.5 Maternity leave is a certified absence from work in connection with a female Staff Member's pregnancy and delivery of her child.
- 2.03/2.6 Stillbirth leave is a certified absence from work in connection with a female Staff Member's stillbirth (the delivery of a child with no sign of life at 20 weeks of pregnancy or later).
- 2.03/2.7 Miscarriage leave is a certified absence from work in connection with a female Staff Member's miscarriage (a loss of pregnancy prior to 20 weeks of pregnancy).
- 2.03/2.8 Bereavement leave is an authorized absence from work in connection with the death of a parent, Partner, child or sibling of the Staff Member.
- 2.03/2.9 Administrative leave is an authorized absence from work in case of closure of the Bank's premises on a scheduled working day, exhaustion of sick leave and annual leave as a result of medical incapacity, quarantine, recovery or treatment, or in the context of an investigation or misconduct procedure, as further defined in the relevant Internal Legal Framework documents.
- 2.03/2.10 Study leave is a certified absence from work for the Staff Member to undertake personal professional learning and development opportunities related to or in the interests of the Bank.
- 2.03/3 Any unauthorized absence from work that does not satisfy the terms of a paid leave status shall be deducted, either from the annual leave entitlement or the pay of a Staff Member.

- 2.03/4 For each calendar year, Staff Members shall be entitled to annual leave with full pay as follows:

Continuous Years of Service	Total Numbers of Days Annual Leave/Calendar Year
Up to 5 Years	26
After 5 Years	28
After 10 Years	30

- 2.03/5 At the end of each calendar year, a Staff Member may carry forward into the next calendar year a maximum of 75 days of accumulated but unused annual leave, subject to a minimum utilization of fifteen annual leave days each calendar year, with the exception of a Staff Member with less than one year of service at the end of the calendar year who may carryforward such annual leave on a prorated basis. Any remaining unused annual leave entitlement shall be forfeited.

- 2.03/5.1 Consistent with the integrity of the Bank, Staff Members in departments or functions from time to time designated by the Vice President & Chief Administration Officer, may be required to take 10 consecutive days of annual leave in a calendar year.

- 2.03/6 For each calendar year, Staff Members shall be entitled to a maximum of 15 days of sick leave with full pay.

- 2.03/6.1 At the end of each calendar year, a Staff Member may carry forward into the next calendar year all unused sick leave days. There shall be no limit to the accumulation of sick leave days.

- 2.03/7 For each calendar year, Staff Members shall be entitled to a maximum of 10 days of family leave with full pay. Any remaining unused family leave entitlement shall be forfeited at the end of each calendar year.

- 2.03/8 Upon certification of the delivery of a child by the Staff Member's Partner; or the adoption of a dependent child by a Staff Member, the Staff Member shall be entitled to 40 working days for parental leave with full pay. The parental leave shall be utilized within one year of the birth or adoption of a child. Any remaining unused parental leave entitlement shall be forfeited.

- 2.03/9 Upon certification of their pregnancy, female Staff Members shall be entitled to 24 consecutive calendar weeks of maternity leave to cover the delivery date of their child.

- 2.03/10 In the event of a certified stillbirth or miscarriage, the leave entitlement shall be 12 calendar weeks and two calendar weeks respectively.

- 2.03/11 Staff Members shall be entitled to bereavement leave with full pay up to a maximum of 5 days for each occurrence, in addition to absence being authorized for any scheduled working days needed to travel in connection with the bereavement.

- 2.03/12 Staff Members shall be entitled to 15 days of study leave for each calendar year with training certificate or proof of examination (i.e., registration record). Any remaining unused study leave entitlement shall be forfeited at the end of each calendar year.
- 2.03/13 Upon appointment to the staff of the Bank or upon ending their service, the annual and sick leave entitlements of Staff Members shall be pro-rated for that calendar year.
- 2.03/14 Paid leave status shall not extend the appointment term of a Staff Member.
- 2.03/15 Upon ending service, a Staff Member's unused annual leave entitlement up to 60 days may be encashed, and any remaining unused leave of any type other than annual leave and maternity leave as further provided under the relevant Internal Legal Framework documents shall be forfeited. No other unused leave entitlement shall be encashed.

STAFF RULE 3.01

ASSIGNMENT

- 3.01/1 In order to achieve the purpose and functions of the Bank, Staff Members shall be assigned, and may be reassigned, to objectively determined positions as provided for in this Staff Rule.
- 3.01/1.1 The duties and responsibilities of a position shall be determined and maintained in a position description.
- 3.01/1.2 A position description may be amended without the consent of the incumbent Staff Member.
- 3.01/1.3 Staff Members may be required, within a reasonable degree, to assume duties and responsibilities additional to a position description, without amendment to the terms and conditions of employment of a Staff Member.
- 3.01/2 Staff Members may be reassigned between positions, in accordance with merit and the official purposes of the Bank, as follows:
- 3.01/2.1 For a determined or indeterminate duration.
- 3.01/2.2 At the same or different scheduled working location.
- 3.01/2.3 At the same, higher or lower point in the grade and salary structure.
- 3.01/3 Promotion of a Staff Member by reassignment to a position at a higher grade shall be on a competitive basis, compatible with the procedures established for the recruitment of the staff of the Bank.
- 3.01/3.1 Reassignment shall be subject to written consultation with, but shall not need the agreement of, the reassigned Staff Member.
- 3.01/4 Objective criteria may be determined for the advancement of Staff Members through the grade and salary structure, within a position, without reassignment.
- 3.01/5 In order to maintain congruence between the duties and responsibilities assumed by Staff Members and assigned position descriptions, on a reasonable and observable basis, a position may be reclassified at a higher or lower point in the grade and salary structure.
- 3.01/6 The terms and conditions of employment of reassigned, advanced, or reclassified Staff Members shall be amended in writing accordingly.

STAFF RULE 3.02

PERFORMANCE MANAGEMENT

- 3.02/1 In order to secure the highest standards of efficiency and technical competence, the performance of Staff Members shall be appraised.
- 3.02/1.1 Staff Members shall be provided informally with timely and continuing performance feedback.
- 3.02/1.2 Staff Members shall be subject annually to formal performance appraisal.
- 3.02/2 All performance feedback and appraisal shall have a reasonable and observable basis.
- 3.02/3 Annual performance appraisal shall correspond to the calendar year preceding the formal appraisal exercise and shall include a written appraisal of the Staff Member's performance and a reasonable opportunity for the Staff Member to comment on the performance appraisal.
- 3.02/4 A Staff Member absent from the workplace for at least six of the twelve months of the appraised calendar year, for whatever reason, will not participate in the formal appraisal exercise.
- 3.02/5 A Staff Member who is either unwilling or unable to comment on the performance appraisal, for whatever reason, shall nevertheless be the subject of a performance appraisal.
- 3.02/6 Following confirmation of probation, if performance is unsatisfactory at any time, a Staff Member shall be warned in writing that continuing unsatisfactory performance may result in the unilateral termination of the Staff Member's appointment and given a reasonable opportunity to demonstrate sustained performance at a fully satisfactory level. The time elapsed between such warning and termination shall not be less than three months or more than six months in duration.

STAFF RULE 4.01

COMPENSATION

- 4.01/1 In order to recruit and retain the staff of the Bank, compensation of Staff Members shall be determined with due regard to the following objectives:
- 4.01/1.1 Compensation shall afford equal pay for equal work, on a basis before the application of tax of any kind.
- 4.01/1.2 Compensation shall be primarily related to the nature of the function to which a Staff Member is appointed, irrespective of recruiting location or family circumstances.
- 4.01/1.3 Compensation shall contribute to the incentivization of high performance and continuing professional development.
- 4.01/1.4 Compensation shall contribute to competitiveness with comparable international financial institutions and multilateral corporations with which the Bank competes to recruit.
- 4.01/2 The President shall determine a grade and salary structure for the staff of the Bank.
- 4.01/2.1 The grade structure shall be established and maintained upon a reasonable and observable basis, attributing positions of broadly similar duties and responsibilities to the same grade, forming a hierarchy of grades of progressively greater duties and responsibilities.
- 4.01/2.2 The salary structure shall correspond to the grade structure, forming a hierarchy of progressively greater salary midpoints, with a range between a mandatory minimum and mandatory maximum salary for each grade.
- 4.01/2.3 All Staff Members shall be graded in accordance with the grade structure and compensated in accordance with the salary structure.
- 4.01/2.4 The salary structure of the staff of the Bank shall be periodically reviewed and adjusted with due regard to the objectives established by this Staff Rule.
- 4.01/3 The salary of a Staff Member may be periodically adjusted in circumstances as defined in the related Internal Legal Framework documents with due regard to the objectives established by this Staff Rule.
- 4.01/4 Compensation shall be payable in US dollars, free from the application of tax of any kind. Staff Members shall be responsible for the payment of any tax assessed on the compensation afforded by this Staff Rule.

STAFF RULE 4.02

ALLOWANCES

- 4.02/1 The staff of the Bank shall be eligible for allowances as stated by this Staff Rule.
- 4.02/1.1 The administration of allowances shall be with due regard to cost-effectiveness.
- 4.02/2 In order to alleviate the specific costs and hardships of scheduled working locations the staff of the Bank shall be entitled to a Location Premium.
- 4.02/2.1 The Location Premium shall be an allowance determined by the President and expressed as a minimum threshold or a percentage of the salary, whichever is higher, payable to Professional Staff on a monthly basis.
- 4.02/2.2 The Location Premium shall be an allowance determined by the President and expressed as a percentage of the salary, payable to Support Staff on a monthly basis.
- 4.02/2.3 The Location Premium shall be periodically reviewed and may be increased, decreased or maintained with due regard to changes to the specific costs and hardships of a scheduled working location.
- 4.02/2.4 Different Location Premium amounts may be established for different working locations.
- 4.02/3 Professional Staff shall be entitled to a Resettlement Allowance as defined in Staff Rule 5.05/6.
- 4.02/4 The President may determine other allowances, expressed as a percentage of salary or a lump sum amount, and the concerned Staff Member shall be informed in writing of the purpose and duration of such allowance accordingly.
- 4.02/5 The allowances stated by this Staff Rule shall not be recognized as salary for the purposes of the determination of salary-related benefits and the Retirement Plan.

STAFF RULE 5.01

DUTY OF CARE

- 5.01/1 In order that Staff Members may effectively discharge the duties entrusted to them, adequate arrangements shall be adopted to protect and promote the health, safety and security of the staff of the Bank.
- 5.01/1.1 The Bank shall exercise reasonable care in order to safeguard the health, safety and security of Staff Members whilst at scheduled working locations and on official travel.
- 5.01/1.2 Staff Members shall be trained by the Bank in reasonable health, safety and security precautions and shall be responsible for acting prudently in accordance with such training.
- 5.01/1.3 Staff Members shall be insured for travel-related medical and other emergencies during official travel.
- 5.01/2 The Bank shall adopt appropriate safeguards to protect the personal data of Staff Members from unauthorized access and misuse.
- 5.01/2.1 Personal data shall be held on a confidential basis and shall not be used or disclosed except as either required by the official purposes of the Bank or, with the consent of the concerned Staff Member, for other purposes.
- 5.01/3 The Bank shall adopt appropriate safeguards to ensure the independence of Staff Members as required by the international character of the staff of the Bank.
- 5.01/3.1 The privileges, immunities and exemptions conferred upon Staff Members shall not excuse a Staff Member from the performance of a private legal obligation.
- 5.01/3.2 Having due regard to circumstances, the Bank may determine whether to assert or waive any of the privileges, immunities and exemptions conferred upon Staff Members. A Staff Member subject to such assertion or waiver shall be so notified.

STAFF RULE 5.02

MEDICAL INSURANCE BENEFIT

- 5.02/1 For the duration of appointment to the staff of the Bank, the Bank shall afford Staff Members the option to be covered by a medical insurance plan.
- 5.02/1.1 Coverage shall be available from the date of entry of the Staff Member on duty and cease upon ending service.
- 5.02/1.2 Coverage shall be extendable to qualified dependents of a Staff Member, in accordance with the terms of the medical insurance plan.
- 5.02/1.3 Coverage may be afforded upon a differentiated geographic basis.
- 5.02/2 The cost of the medical insurance plan shall be shared between the Bank and Staff Members in accordance with the periodic determination of the President.
- 5.02/3 Contributions by or on behalf of, and any payments made to, Staff Members under this Staff Rule shall be on a basis before the application of tax of any kind. Staff Members shall be responsible for the payment of any tax assessed on the payments afforded by this Staff Rule.

STAFF RULE 5.03

INCAPACITY BENEFIT

- 5.03/1 A Staff Member certified as unable to work due to medical incapacity, quarantine, recovery or treatment, following the exhaustion of sick leave and annual leave with full pay entitlement, shall be placed on administrative leave and paid a 70% reduced salary, salary-related allowances and Retirement Plan.
- 5.03/1.1 Such administrative leave status and reduced salary, salary-related allowances and Retirement Plan shall continue until a Staff Member is fit for duty or the ending of appointment, whichever is the sooner.
- 5.03/2 As provided under Staff Rule 5.08/4, 100% of the Employer Account in the Retirement Plan shall be payable in the event of a Staff Member certified as unable to work due to medical incapacity, quarantine, recovery or treatment, following the ending of appointment.
- 5.03/3 Amounts paid by or on behalf of, and any payments made to, Staff Members under this Staff Rule shall be on a basis before the application of tax of any kind. Staff Members shall be responsible for the payment of any tax assessed on the payments afforded by this Staff Rule.

STAFF RULE 5.04

POST-RETIREMENT MEDICAL BENEFIT

- 5.04/1 In order to alleviate post-retirement medical costs, the staff of the Bank shall be entitled to a Post-Retirement Medical Benefit based upon contributions by the Bank to an individual Post-Retirement Medical Account (RMA) expressed as a percentage of each monthly salary payment on the following basis:

Completed Years of Service	% Payable to RMA
Less than 3 years	2
3 years to less than 6 years	3
6 years to less than 10 years	4
10 years or more	5

- 5.04/2 Upon ending service a Staff Member shall be paid a lump sum comprising a percentage of the total of the RMA based upon the completed years of services and age attained by the Staff Member in accordance with the following schedule:

Completed Years of Service	% Payable of RMA	
	Up to age 50	After age 50
Less than 3 years	0	0
3 years to less than 4 years	24	30
4 years to less than 5 years	32	40
5 years to less than 6 years	40	50
6 years to less than 7 years	48	60
7 years to less than 8 years	56	70
8 years to less than 9 years	64	80
9 years to less than 10 years	72	90
10 years or more	80	100

- 5.04/2.1 The percentage payable of RMA in accordance with this schedule shall be prorated for partially completed years of service.

- 5.04/3 The RMA may be invested in accordance with the terms offered by the RMA investment manager.
- 5.04/4 In the event of death of a Staff Member, the RMA will be disbursed to a nominated beneficiary on the same basis as ending service but as though the Staff Member had otherwise attained the age of 50.
- 5.04/5 Contributions by or on behalf of, and lump sum payments made to, Staff Members under this Staff Rule shall be on a basis before the application of tax of any kind. Staff Members shall be responsible for the payment of any tax assessed on the lump sum payments afforded by this Staff Rule.

STAFF RULE 5.05

RELOCATION BENEFIT AND RESETTLEMENT ALLOWANCE

- 5.05/1 In order to alleviate the costs of relocation to the scheduled working location at the time of entering on duty or reassignment, Professional Staff shall be entitled to a Relocation Benefit comprising the following:
- 5.05/1.1 The travel cost incurred, in accordance with the Directive on Official Travel, by the Staff Member and their qualified dependents to relocate from the Staff Member's current place of residence to the scheduled working location as defined in the related Internal Legal Framework documents. In exceptional cases, the travel may also take place from the location of the Staff Member's long-term residence which is different from the current place of residence as defined in the related Internal Legal Framework documents.
- 5.05/1.2 A settlement payment for getting initially settled in the scheduled working location, as determined by the President and expressed as a lump sum amount which is differentiated for Staff Members without qualified dependents and for Staff Members with qualified dependents; and
- 5.05/1.3 A relocation payment for immediate moving costs with personal and household effects, as determined by the President and expressed as a lump sum amount which is differentiated for Staff Members without qualified dependents and for Staff Members with qualified dependents.
- 5.05/2 Staff Member whose current place of residence is the same as the scheduled working location when entering on duty is not eligible for a Relocation Benefit, subject to exceptional cases as may be determined by Director General, Human Resources Department as defined in the related Internal Legal Framework document.
- 5.05/3 Staff Member whose long-term residence is the same as the scheduled working location of reassignment is not eligible for a settlement payment, subject to exceptional cases as may be determined by Director General, Human Resources Department as defined in the related Internal Legal Framework documents.
- 5.05/4 The settlement payment and relocation payment shall be payable following a Staff Member reporting for duty at the scheduled working location.
- 5.05/5 The settlement payment and relocation payment shall be prorated and recovered by the Bank in certain events as defined in the related Internal Legal Framework documents.
- 5.05/6 In order to defray the costs of resettlement, Staff Members who are Professional Staff and complete an initial fixed-term appointment shall be entitled to a Resettlement Allowance, as determined by the President and expressed as a lump sum amount and payable following the end of service of such Staff Members.
- 5.05/7 Professional Staff who complete at least one year of service with the bank and their qualified dependents shall be entitled to the travel cost incurred, in accordance with the Directive on Official Travel, at the end of service for resettlement to a location of the Staff Member's long-term residence before entering on duty or such other location as defined in the related Internal Legal Framework documents.

5.05/8 Amounts paid by or on behalf of, and any payments made to, Staff Members under this Staff Rule shall be on a basis before the application of tax of any kind. Staff Members shall be responsible for the payment of any tax assessed on the payments afforded by this Staff Rule.

STAFF RULE 5.06

EDUCATION BENEFIT

- 5.06/1 In order to alleviate schooling costs, the staff of the Bank shall be entitled to an Education Benefit upon the following basis:
- 5.06/1.1 The Staff Member is Professional Staff; and
- 5.06/1.2 The Staff Member incurs tuition and other qualifying costs of qualified dependent children up to secondary education.
- 5.06/2 An Education Benefit of up to 85% of tuition and other qualifying costs shall be payable for primary and secondary level of education, subject to a maximum payment per child per year and a family cap per year per Staff Member, as further defined in the related Internal Legal Framework documents.
- 5.06/3 An Education Benefit shall be prorated and recovered by the Bank in certain events as defined in the related Internal Legal Framework documents.
- 5.06/4 Amounts paid by or on behalf of, and any payments made to, Staff Members under this Staff Rule shall be on a basis before the application of tax of any kind. Staff Members shall be responsible for the payment of any tax assessed on the payments afforded by this Staff Rule.

STAFF RULE 5.07

DEATH IN SERVICE BENEFIT

- 5.07/1 The staff of the Bank shall be insured so that, in the event of death in service of a Staff Member, lump sums shall be payable to a nominated beneficiary of the Staff Member on the following basis:
- 5.07/1.1 In the event of non-accidental death of a Staff Member, a lump sum shall be payable to a nominated beneficiary of the Staff Member, equivalent to one year of salary.
- 5.07/1.2 In the event of accidental death of a Staff Member, an additional lump sum shall be payable to a nominated beneficiary of the Staff Member, equivalent to three years of salary.
- 5.07/1.3 Additionally, the Bank shall provide a lump sum of \$3,000 payable to a nominated beneficiary of the Staff Member in the event of death in service of the Staff Member.
- 5.07/2 Lump sum payments made to the nominated beneficiaries of deceased Staff Members under this Staff Rule shall be on a basis before the application of tax of any kind. The Bank shall not be responsible for the payment of any tax assessed on the lump sum payments afforded by this Staff Rule.

STAFF RULE 5.08

RETIREMENT PLAN

- 5.08/1 In order to contribute to financial security in retirement, Staff Members shall be participants of a Retirement Plan established as a trust in accordance with this Staff Rule.
- 5.08/1.1 Participation in the Retirement Plan shall commence on the date of entry of the Staff Member on duty and cease upon ending service.
- 5.08/1.2 Retirement Plan contributions may be invested by Staff Members in accordance with the terms offered by the trustee.
- 5.08/2 Retirement Plan contributions, expressed as a percentage of salary, shall comprise mandatory, voluntary and matching contributions on the following basis:
- 5.08/2.1 The mandatory contribution shall be 5% by Staff Members and 18% by the Bank.
- 5.08/2.2 Voluntary contributions may be up to 5% by Staff Members.
- 5.08/2.3 Matching contributions shall be up to 2.5% by the Bank, at the rate of 0.5% for every 1% of voluntary contribution.
- 5.08/2.4 Contributions by the Bank and investment earnings thereon shall be allocated to an individual Employer Account and contributions by Staff Member and investment earnings thereon shall be allocated to an individual Staff Account.
- 5.08/3 Upon ending service, a Staff Member shall be paid a lump sum comprising the total of the Staff Account, and a percentage of the Employer Account based on the following schedule:

Completed Years of Service	% Payable of Employer Account
Before 1 year	0
1 year and after, before 2 years	33
2 years and after, before 3 years	67
3 years and after	100

- 5.08/3.1 The percentage payable of the Employer Account in accordance with this schedule shall be prorated for partially completed years of service.
- 5.08/3.2 Withdrawals may be made by a Staff Member from the Staff Account, as defined in the related Internal Legal Framework documents.

- 5.08/4 In the event of a Staff Member certified as unable to work due to medical incapacity, quarantine, recovery or treatment, following the ending of appointment, or death in service of a Staff Member, 100% of the Employer Account shall be payable.
- 5.08/5 Contributions to, and lump sum payments made from, the Retirement Plan shall be on a basis before the application of tax of any kind. Staff Members shall be responsible for the payment of any tax assessed on the lump sum payment afforded by this Staff Rule.

STAFF RULE 5.09

HOME TRAVEL SUBSIDY

- 5.09/1 In order to maintain cultural, familial and professional connections, Staff Members and their qualified dependents shall be entitled to the home travel subsidy on the following basis:
- 5.09/1.1 The Staff Member is a Professional Staff; and,
- 5.09/1.2 The Staff Member's long-term residence differs from their scheduled working location; and
- 5.09/1.3 The Staff Member has completed two years of continuous service with the Bank.
- 5.09/2 The Home Travel Subsidy is provided as a reimbursement of the actual costs of a round-trip airfare the Staff Member's long-term residence for every completed period of 2 years of service, subject to conditions further defined in the related Internal Legal Framework documents.

STAFF RULE 6.01

BASIS FOR ENDING SERVICE

- 6.01/1 Appointment to the staff of the Bank shall end in each of the circumstances stated by Article 7(1) of the Staff Regulations and in accordance with this Staff Rule.
- 6.01/1.1 Upon a Staff Member giving a minimum of one month written notice of resignation, the effective date of end of service shall be on a scheduled working day of the Staff Member.
- 6.01/1.2 The effective date of end of service of a Staff Member shall be immediate upon expiration of contract, attaining mandatory retirement age of sixty-five years or death in service.
- 6.01/1.3 The effective date of end of service upon a Staff Member offering to resign in accordance with Article 22 of the Code of Conduct for Bank Personnel shall be immediate.
- 6.01/1.4 The salary and the accrual of benefits and paid leave entitlements shall cease as of the effective date of end of service.
- 6.01/2 The appointment of a Staff Member attaining sixty-five years of age may be extended for a single fixed-term duration, if to do so was determined by the President to be in the best interests of the Bank.
- 6.01/3 The appointment of a Staff Member may end upon mutual written agreement between the Staff Member and the Bank, incorporating such discretionary financial and confidentiality terms as may be agreed.
- 6.01/4 The appointment of a Staff Member may be terminated and the effective date of end of service determined by the Bank, upon written notification, in accordance with the Staff Rules, in each of the following circumstances:
- 6.01/4.1 Non-confirmation of a probationary appointment.
- 6.01/4.2 Redundancy due to abolition of position, or reclassification of position rendering the incumbent Staff Member unsuitable for that position.
- 6.01/4.3 As a disciplinary sanction for serious misconduct.
- 6.01/4.4 Continuing unsatisfactory performance.
- 6.01/4.5 Abandonment of position, constituted by an unauthorized absence from work without satisfactory explanation of more than fifteen consecutive days.
- 6.01/5 A Staff Member subject to redundancy shall be considered for suitable vacant positions, and if such a vacancy exists, preferred for such reassignment against other Staff Members or applicants of equivalent merit.

- 6.01/6 A Staff Member whose appointment is terminated during the probation period or because of redundancy shall be entitled to a one-month notice period. At the discretion of the Bank, the equivalent of one month's compensation may be paid in lieu of notice.
- 6.01/7 Former Staff Members shall be provided with a Certificate of Employment stating dates of service at the Bank and final position title. The Bank may provide such Certificates directly to prospective employers whenever a former Staff Member has referred to past employment by the Bank.

STAFF RULE 7.01

FACT-FINDING AND INVESTIGATION PROCEDURES

- 7.01/1 Failure by a Staff Member to comply with the Code of Conduct for Bank Personnel (Code of Conduct) may amount to misconduct as defined in the Code of Conduct and may lead to an investigation procedure and the imposition of Disciplinary Sanctions. Failure to comply with the Code of Conduct that does not reach a level of gravity in terms of alleged misconduct which would warrant an investigation may nonetheless constitute inappropriate behavior and may lead to a fact-finding procedure and be addressed by administrative measures and managerial actions. Fact-findings into alleged inappropriate behavior and investigations into alleged misconduct shall be in accordance with this Staff Rule.
- 7.01/1.1 All Staff Members shall promptly report alleged misconduct to the Chief Ethics Officer as required under paragraph 38 of the Code of Conduct. Without prejudice to their duty to report and the integrity of the procedures of fact-finding and investigation, Staff Members may also concurrently seek assistance through the Bank's dispute resolution mechanism, including from the Human Resources Department and the Office of the Ombudsperson. Knowingly reporting a false allegation shall constitute a breach of the Code of Conduct.
- 7.01/1.2 All Staff Members shall cooperate with a fact-finding or investigation by the Chief Ethics Officer. Knowingly failing to cooperate shall constitute a breach of the Code of Conduct.
- 7.01/1.3 All Staff Members shall not obstruct or interfere with a fact-finding or investigation by the Chief Ethics Officer. Knowing obstruction or interference shall constitute a breach of the Code of Conduct.
- 7.01/1.4 Consistent with the Code of Conduct, no retaliation shall be allowed against Staff Members for carrying out obligations owed to the Chief Ethics Officer under this Staff Rule.
- 7.01/1.5 Only the Chief Ethics Officer shall have the authority to undertake a fact-finding or investigation into alleged non-compliance with the Code of Conduct. However, at any stage in the fact-finding or investigation procedure, the Chief Ethics Officer may appoint and be assisted by a Fact-finding or Investigation Officer. In such circumstances, the obligations of the staff of the Bank owed to the Chief Ethics Officer and the obligations imposed upon the Chief Ethics Officer by this Staff Rule shall extend to the Fact-finding or Investigation Officer.
- 7.01/1.6 The Chief Ethics Officer shall make provisions for anonymous reporting of alleged non-compliance with the Code of Conduct. A Staff Member reporting alleged non-compliance shall be entitled to anonymity, if they so choose.
- 7.01/2 Upon receipt of a report of alleged non-compliance with the Code of Conduct by a Staff Member, the Chief Ethics Officer shall make a threshold assessment as to the reliability of such report and the gravity and verifiability of the allegation.

- 7.01/2.1 In undertaking such a threshold assessment, the Chief Ethics Officer shall consider all, incriminatory or exculpatory, documents and other materials obtained.
- 7.01/2.2 To determine the gravity of the alleged non-compliance, the Chief Ethics Officer shall take into account, *inter alia*, (i) the nature of the alleged non-compliance, (ii) the extent to which the alleged non-compliance adversely affects the alleged victim, if any, and the integrity, reputation or interests of the Bank, (iii) the seniority and official duties of the subject Staff Member; and (iv) the record of non-compliance of the subject Staff Member.
- 7.01/2.3 Such threshold assessment shall be, to the greatest reasonable extent, confidential, expeditious and unobtrusive.
- 7.01/2.4 If this threshold assessment is affirmative, the Chief Ethics Officer shall undertake, as the case may be, a fact-finding or an investigation into the allegation.
- 7.01/2.5 If this threshold assessment is negative, the Chief Ethics Officer shall so inform the reporter of the allegation and shall take no further action.
- 7.01/3 In a fact-finding or investigation, the Chief Ethics Officer shall undertake, in any order, the following actions:
- 7.01/3.1 Interview the subject Staff Member following no less than 24 hours written notice. Such interview shall be in the presence of another Staff Member unrelated to the allegation, if the subject Staff Member so chooses. Such interview shall be recorded, and a transcript of the interview produced by the Chief Ethics Officer.
- 7.01/3.2 Conduct such other interviews with the staff of the Bank, and as needs be other individuals, as may be necessary to establish the credibility of the allegation.
- 7.01/3.3 Obtain and consider such documents and other materials as may be necessary to determine the credibility of the allegation.
- 7.01/4 The Chief Ethics Officer shall undertake a fact-finding or investigation in accordance with the following obligations:
- 7.01/4.1 The fact-finding or investigation shall be, to the greatest reasonable extent, confidential, expeditious and unobtrusive.
- 7.01/4.2 The fact-finding or investigative procedure and all interviews, other than with the subject Staff Member, shall be reliably summarized in writing, allowing the interviewee a reasonable opportunity to agree such interview summary.
- 7.01/5 If, at any time, the Chief Ethics Officer determines that the allegation is not credible, a fact-finding or investigation can be discontinued and the subject Staff Member and the reporter of the allegation informed in writing accordingly.

- 7.01/6 Based on the findings in relation to the gravity of the alleged non-compliance, the Chief Ethics Officer may determine that an investigation shall be replaced with a fact-finding, or vice versa.
- 7.01/7 In the case of an allegation of inappropriate behavior that is of an inter-personal nature, if the subject Staff Member admits the allegation and voluntarily accepts to be cautioned, the Chief Ethics Officer, with the consent of the alleged victim, may decide to discontinue, as the case may be, the threshold assessment or fact-finding, record the admitted allegation and issue a caution letter to the subject Staff Member. A caution does not in itself constitute an Administrative Measure for the purposes of Staff Rule 7.02. Nevertheless, regard shall be had to it in the Chief Ethics Officer's decision-making in relation to new allegations of non-compliance raised against the same Staff Member.
- 7.01/8 If at any time, the Chief Ethics Officer, in consultation with the Vice President & Chief Administration Officer, determines that the integrity of the investigation procedure under this Staff Rule so demands, the subject Staff Member shall be suspended from duty and placed on administrative leave, until the discontinuance or conclusion of the investigation.
- 7.01/9 Upon completion of a fact-finding or investigation, whereupon the Chief Ethics Officer determines that the allegation is credible, the fact-finding or investigation shall be documented in a Fact-finding Report to the Director General, Human Resources Department or an Investigation Report to the Vice President & Chief Administration Officer.
- 7.01/9.1 The Fact-finding or Investigation Report shall be impartial and limited to findings of fact, both incriminatory and exculpatory, by the Chief Ethics Officer. It shall enclose materially relevant documentation, the transcript of the interview with the subject Staff Member and written summaries of other interviews.
- 7.01/10 The receipt by the Director General, Human Resources Department or the Vice President & Chief Administration Officer of the Report shall conclude the fact-finding or investigation under this Staff Rule. The Chief Ethics Officer shall so inform the reporter of the allegation in writing that the fact-finding or investigation has concluded, and that the allegation was determined to be credible.
- 7.01/11 The standard of proof applicable in fact-findings and investigations is the preponderance of the evidence. However, in investigations into allegations of misconduct that may lead to the Disciplinary Sanction of termination of employment, the standard of proof is clear and convincing evidence.

STAFF RULE 7.02

PROCEDURES FOR DISCIPLINARY SANCTIONS AND ADMINISTRATIVE MEASURES

Procedure for Disciplinary Sanctions

- 7.02 /1 Upon receipt and expeditious consideration of an Investigation Report, a written Accusation of Misconduct may be issued by the Vice President & Chief Administration Officer to the subject Staff Member.
- 7.02/1.1 If the Vice President & Chief Administration Officer reasons the allegation of misconduct is not well-founded, the disciplinary process shall be discontinued, and the Chief Ethics Officer, the subject Staff Member and reporter of the misconduct allegation informed in writing accordingly.
- 7.02/2 An Accusation of Misconduct shall append the related Investigation Report, with enclosures.
- 7.02/3 Upon receipt of an Accusation of Misconduct, the subject Staff Member may make a written response to the Vice President & Chief Administration Officer within ten scheduled working days, admitting or rebutting the Accusation of Misconduct.
- 7.02/3.1 If the response of the subject Staff Member raises exculpatory factual concerns insufficiently addressed by the Accusation of Misconduct, the Vice President & Chief Administration Officer shall require the Chief Ethics Officer to reopen the investigation and shall receive a revised Investigation Report accordingly. A revised Investigation Report shall be undertaken in accordance with the obligations of the staff of the Bank owed to, and the obligations imposed upon, the Chief Ethics Officer by the Staff Rule on Investigation Procedure.
- 7.02/4 Upon receipt and expeditious consideration of the response by the subject Staff Member to the Accusation of Misconduct, and any revised Investigation Report, the Vice President & Chief Administration Officer shall determine whether the Accusation of Misconduct is established.
- 7.02/4.1 If the Accusation of Misconduct is determined to be established, the Vice President & Chief Administration Officer shall impose Disciplinary Sanctions upon the subject Staff Member.
- 7.02/4.2 If the Accusation of Misconduct is determined not to be established, the Procedure for Disciplinary Sanctions shall be discontinued, and the Chief Ethics Officer, the subject Staff Member and reporter of the misconduct allegation informed in writing accordingly.
- 7.02/5 The Vice President & Chief Administration Officer shall ensure that the severity of Disciplinary Sanctions imposed upon the subject Staff Member is commensurate with the gravity of the substantiated misconduct, with due regard to aggravating and mitigating factors.
- 7.02/6 The Vice President & Chief Administration Officer shall impose upon the subject Staff Member one or more of the following Disciplinary Sanctions:
- 7.02/6.1 Written censure.

- 7.02/6.2 Temporary or indefinite deprivation of specific duties.
- 7.02/6.3 Temporary or indefinite deprivation of a specific benefit or allowance.
- 7.02/6.4 Temporary or indefinite reassignment to a lower grade and salary.
- 7.02/6.5 Temporary or indefinite exclusion from eligibility for reassignment to a higher grade and salary.
- 7.02/6.6 Temporary suspension from duty without pay.
- 7.02/6.7 Termination of employment.
- 7.02/7 The subject Staff Member, the Chief Ethics Officer and the Director General, Human Resources Department shall be informed in writing accordingly of such Disciplinary Sanctions. The reporter of the misconduct allegation shall be informed in writing that the Procedure for Disciplinary Sanctions against the subject Staff Member has been concluded. The Executive Committee shall be informed in writing of the established Accusation of Misconduct and resulting Disciplinary Sanctions.
- 7.02/8 If at any time, the Vice President & Chief Administration Officer, in consultation with the Chief Ethics Officer, determines that the integrity of the Procedure for Disciplinary Sanctions under this Staff Rule so demands, the subject Staff Member shall be suspended from duty and placed on administrative leave, until the discontinuance or conclusion of the Procedure for Disciplinary Sanctions.
- 7.02/9 If at any time, the Vice President & Chief Administration Officer, in consultation with the Chief Ethics Officer, determines that alleged or established misconduct by a Staff Member implicates the criminal jurisdiction of a Member of the Bank, then the matter shall be referred to the President for consideration. Upon a determination by the President, in consultation with the General Counsel, the matter may be referred to the law enforcement authorities of a Member of the Bank and the implicated Staff Member informed in writing accordingly.

Procedure for Administrative Measures

- 7.02/10 Upon receipt and expeditious consideration of a Fact-finding Report, the Director General, Human Resources Department shall provide such Report, with enclosures, to the subject Staff Member who may make written comments within ten scheduled working days.
- 7.02/11 Upon receipt and expeditious consideration of the written comments by the subject Staff Member, if any, the Director General, Human Resources Department shall determine whether to impose Administrative Measures.
- 7.02/12 The Director General, Human Resources Department shall ensure that the nature and severity of any such Administrative Measures is commensurate with the nature and gravity of the substantiated inappropriate behavior, with due regard to aggravating and mitigating factors.
- 7.02/13 If inappropriate behavior is determined as established by the Director General, Human Resources Department, one or more Administrative Measures from the following non-exhaustive list shall be imposed upon the subject Staff Member:

- 7.02/13.1 Written apology to the affected Bank Personnel.
- 7.02/13.2 Written or oral reprimand.
- 7.02/13.3 Assignment of training or counseling.
- 7.02/13.4 Additional development goals.
- 7.02/14 The subject Staff Member and the Chief Ethics Officer shall be informed in writing accordingly of such Administrative Measures. The reporter of the inappropriate behavior allegation shall be informed in writing that the Procedure for Administrative Measures against the subject Staff Member has been concluded.

Common provisions

- 7.02/15 Any Disciplinary Sanctions or Administrative Measures may be accompanied by the compulsory restitution or forfeiture by the subject Staff Member of amounts owed the Bank, upon written notice to the subject Staff Member accordingly.
- 7.02/16 The imposition of Disciplinary Sanctions or Administrative Measures under this Staff Rule shall exhaust the exercise of the Procedure for Disciplinary Sanctions or Administrative Measures upon the subject Staff Member.
- 7.02/17 The exercise of the Procedure for Disciplinary Sanctions or Administrative Measures shall be, to the greatest reasonable extent, confidential, expeditious and unobtrusive.
- 7.02/18 Administrative Measures, unlike Disciplinary Sanctions, are not punitive in nature, but to encourage and enable improvement in Staff conduct. In light of that, the related procedures, namely Fact-finding and Investigation, shall also be differentiated for the purposes of Staff Members' personnel records.

STAFF RULE 8.01

ADMINISTRATIVE REVIEW PROCEDURE

- 8.01/1 In order to ensure the fair treatment of the staff of the Bank in matters relating to their employment, in accordance with the generally recognized principles of international administrative law, this Staff Rule establishes an administrative review procedure.
- 8.01/1.1 This Staff Rule shall supplement the informal dispute prevention and resolution processes available to the staff of the Bank.
- 8.01/1.2 Such informal dispute prevention and resolution processes shall be on a basis without prejudice to administrative review under this Staff Rule and any other means of redress.
- 8.01/2 Any determination by the Vice President & Chief Administration Officer or Director General, Human Resources Department with legal effect upon a Staff Member shall constitute an administrative decision.
- 8.01/2.1 Within one month of any other determination with legal effect, a Staff Member may request a corresponding administrative decision regarding such determination from the Director General, Human Resources Department.
- 8.01/2.2 As part of such administrative decision, the Director General, Human Resources Department, may recommend that the matter is referred to the informal dispute prevention and resolution processes. Regarding apparently systemic matters, the Director General, Human Resources Department shall consult the Human Resources Review Committee.
- 8.01/2.3 Upon request, the Director General, Human Resources Department, shall promptly take an administrative decision to confirm, vary or reverse a corresponding determination, and provide written reasons accordingly.
- 8.01/3 A Staff Member may challenge an administrative decision which adversely, directly and personally affects them in accordance with the procedure established by this Staff Rule. This challenge must be submitted by the Staff Member to the Vice President & Chief Administration Officer within one month of such administrative decision.
- 8.01/4 This challenge shall comprise a written statement identifying the following:
- 8.01/4.1 The challenged administrative decision.
- 8.01/4.2 The related adverse, direct and personal affects upon the challenger Staff Member; and
- 8.01/4.3 The alleged inconsistency of the challenged administrative decision with the terms and conditions of employment of the challenger Staff Member.

- 8.01/5 The Vice President & Chief Administration Officer shall promptly consider the challenge and shall dismiss any out of time challenge.
- 8.01/6 A timely challenge shall be referred by the Vice President & Chief Administration Officer to the President. The President shall promptly appoint an independent Reviewer from a panel maintained by the General Counsel.
- 8.01/6.1 An independent Reviewer shall be a person of high moral character and possess the qualifications and professional experience of a highly regarded lawyer, accountant, actuary or human resources specialist, familiar with the terms and conditions of employment of the international civil service.
- 8.01/6.2 An independent Reviewer shall be impartial and shall not currently or have formerly discharged any other duties or responsibilities for the Bank.
- 8.01/6.3 All Staff Members shall cooperate with an independent Reviewer. Knowingly failing to cooperate shall constitute a breach of the Code of Conduct for Bank Personnel.
- 8.01/6.4 To the greatest reasonable extent, the review undertaken by the independent Reviewer shall be confidential, expeditious and unobtrusive.
- 8.01/6.5 In undertaking the review, the independent Reviewer shall have regard to the terms and conditions of employment of the Staff Member, including the internal legal framework of the Bank and the generally recognized principles of international administrative law.
- 8.01/7 Upon appointment, the independent Reviewer shall undertake a review of the challenged administrative decision, in accordance with the following procedure:
- 8.01/7.1 First, the independent Reviewer shall obtain a report from the Vice President & Chief Administration Officer, limited to findings of fact, agreeing, or rebutting the allegations of the challenger Staff Member. This report shall append materially relevant documentation and written testimonials.
- 8.01/7.2 Second, the independent Reviewer shall share with the challenger Staff Member the report (with appendices) of the Vice President & Chief Administration Officer and invite a written response, agreeing or rebutting the reported findings of fact. This response may append materially relevant documentation and written testimonials.
- 8.01/7.3 Third, the independent Reviewer shall share with the General Counsel the report (with appendices) of the Vice President & Chief Administration Officer, the written response of the challenger Staff Member (with appendices), and obtain a legal opinion identifying the law applicable to the review.

- 8.01/8 At any time, the independent Reviewer may also:
- 8.01/8.1 Obtain and consider such documents or written testimonials as may be necessary to establish the credibility of the facts alleged during the review procedure.
- 8.01/8.2 Set a deadline for the completion of a constituent action of the review procedure and adopt any resulting procedural prejudice or adverse inference commensurate with the disregard of such deadline.
- 8.01/8.3 Undertake any such other actions reasonably related to the review procedure.
- 8.01/9 The independent Reviewer shall complete the review procedure, within four months of their appointment, by submitting to the President, copied to the challenger Staff Member, a recommendation, comprising:
- 8.01/9.1 A statement of relevant alleged and established facts.
- 8.01/9.2 Findings as to breach of the terms and conditions of employment of the challenger Staff Member.
- 8.01/9.3 A recommendation as to whether, consistent with the terms and conditions of employment of the challenger Staff Member, the challenged administrative decision should be upheld, varied or reversed by the President. The independent Reviewer may recommend financial compensation in the alternative to the variation or reversal of the challenged administrative decision.
- 8.01/9.4 As enclosures, the submissions to the review procedure of the Vice President & Chief Administration Officer and challenger Staff Member, and the legal opinion of the General Counsel, and any other documents or written materials obtained by the independent Reviewer.
- 8.01/10 Within six weeks of receipt of the recommendation by the independent Reviewer, the President shall issue the challenger Staff Member with an Administrative Review Decision.
- 8.01/10.1 The Administrative Review Decision shall weigh the recommendation by the independent Reviewer, and uphold, vary or reverse the challenged administrative decision in accordance with the terms and conditions of employment of the challenger Staff Member. To the extent that the Administrative Review Decision departs from the recommendation of the independent Reviewer, reasons shall be provided. The Administrative Review Decision may award financial compensation in the alternative to the variation or reversal of the challenged administrative decision.
- 8.01/10.2 The Administrative Review Decision shall be made available to Members of the Executive Committee. An anonymized factual and legal summary of the Administrative Review Decision shall be promptly prepared by the General Counsel and made available to the staff of the Bank.

- 8.01/10.3 The Administrative Review Decision shall constitute a final decision and exhaustion of all means of redress afforded by this Staff Rule and Article 13(2) of the Staff Regulations.
- 8.01/11 Prior to the issuance of an Administrative Review Decision, the challenger Staff Member may discontinue their challenge under this Staff Rule at any time by written notification to the Vice President & Chief Administration Officer accordingly. The Vice President & Chief Administration Officer shall so inform the President, the General Counsel, and if an independent Reviewer has been appointed, such independent Reviewer.
- 8.01/12 Consistent with Article 13(2) of the Staff Regulations and the Code of Conduct for Bank Personnel, no retaliation shall be allowed against the challenger Staff Member or any staff of the Bank implicated by the administrative review procedure under this Staff Rule.

STAFF RULE 8.02

STAFF CONSULTATION

- 8.02/1 In accordance with Article 11 of the Staff Regulations, in order to consult with representative Staff Members selected by Staff Members of the Bank about conditions of employment and questions of staff welfare, there shall be a Staff Consultative Mechanism.
- 8.02/1.1 The President or his/her delegate shall consult the Staff Consultative Mechanism on initiatives undertaken by the Bank which affect Staff Members' conditions of employment and general staff welfare.
- 8.02/1.2 The Staff Consultative Mechanism may, upon consultation with Staff Members of the Bank, identify and consider any existing or new areas that may affect Staff Members' conditions of employment or general staff welfare, and recommend appropriate actions to the President or his/her delegate.
- 8.02/2 All Staff Members of the Bank, with the exception of the Vice Presidents, shall be members of the Staff Consultative Mechanism.
- 8.02/2.1 The Staff Consultative Mechanism shall be represented by nine Staff Members (the Representatives) who are elected by members of the Staff Consultative Mechanism.
- 8.02/3 The Staff Consultative Mechanism shall operate under the Terms of Reference and Election Rules determined, from time to time, by the Representatives of the Staff Consultative Mechanism.
- 8.02/3.1 Such Terms of Reference shall facilitate the orderly and efficient conduct of its consultative function, including arrangements for elections of the Representatives of the Staff Consultative Mechanism.
- 8.02/3.2 In determining or amending such Terms of Reference and Election Rules, the Representatives shall seek inputs from the President or his/her delegate.
- 8.02/4 All members of the Staff Consultative Mechanism shall be entitled to vote in the election of the Representatives of the Staff Consultative Mechanism.
- 8.02/4.1 The Representatives of the Staff Consultative Mechanism shall be elected by electronic ballot.
- 8.02/5 Regular elections of the Representatives of the Staff Consultative Mechanism shall be held annually, and Staff Members so elected shall serve for a term of two years.
- 8.02/5.1 All members of the Staff Consultative Mechanism whose probationary appointment have been confirmed, are graded beneath the level of Grade

P12 and are not a Polling Officer or a Staff Member nominated to observe the election, shall be entitled to stand for election as the Representatives of the Staff Consultative Mechanism.

- 8.02/5.2 The Representatives of the Staff Consultative Mechanism shall be eligible for reelection for no more than two consecutive terms.
- 8.02/6 The first regular election of the Representatives of the Staff Consultative Mechanism shall be held in July 2021 and thereafter, all successive elections shall be concluded before the expiration of the incumbent Representatives' term of appointment each year.
- 8.02/6.1 The newly elected Representatives' appointment shall take effect on the next working day following the expiration of the incumbent Representatives' term of appointment.
- 8.02/6.2 Vacancies as a Representative of the Staff Consultative Mechanism shall be filled as they arise by the next ranked and eligible candidate from the most recently held annual election, unless a regular election of the Representatives of the Staff Consultative Mechanism is due within one month.
- 8.02/7 The President or his/her delegate shall lay before the Board of Directors an annual report on the Staff Consultative Mechanism, following discussion of such report by the Executive Committee.
- 8.02/8 Consistent with the Code of Conduct for Bank Personnel, no retaliation shall be allowed against Staff Members for performing duties as the Representatives of the Staff Consultative Mechanism under this Staff Rule 8.02.
- 8.02/9 The Representatives of the Staff Consultative Mechanism shall be provided with reasonable assistance to facilitate and support the activities of the Staff Consultative Mechanism.
- 8.02/10 The Representatives of the Staff Consultative Mechanism shall be allowed a reasonable amount of scheduled working time to dedicate to the business of the Staff Consultative Mechanism to the extent that this does not impair the carrying-out of their assigned duties.
