



Staff Connections - World Bank Intranet

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00 Principles of Staff Employment**00.01 Principles of Staff Employment**[Preamble](#)[Principle 01 - Application and Authority](#)[Principle 02 - General Obligations of the World Bank and IFC](#)[Principle 03 - General Obligations of Staff Members](#)[Principle 04 - Entering Employment](#)[Principle 05 - Organization and Personnel Management](#)[Principle 06 - Compensation](#)[Principle 07 - Ending Employment](#)[Principle 08 - Misconduct Policy and Procedure](#)[Principle 09 - Appeals](#)[Principle 10 - Staff Consultation](#)[Principle 11 - General Provisions](#)**Preamble****Preamble****August 1983**

1.01 The Articles of Agreement of the International Bank for Reconstruction and Development and of the International Development Association (together referred to as The World Bank), and the Articles of Agreement of the International Finance Corporation (IFC) provide respectively that, subject to the general control of the Executive Directors of the Bank and the Association and of the Directors of the Corporation (all referred to as the Executive Directors), the President is responsible for the organization, appointment and dismissal of officers and staff.

Moreover, the fact that The World Bank and the IFC (the Organizations) are not subject to the employment legislation of any of their member countries imposes a special obligation on the Organizations in the relationship between them and their staff. Therefore, and without enlarging or restricting the constitutional or delegated authority of the President, the Executive Directors, upon the recommendation of the President, have adopted the following Principles of Staff Employment, which may be amended from time to time.

These Principles of Staff Employment embody the general conditions and terms of employment with the Organizations and the duties and obligations of the Organizations and of staff members. They set forth the broad policies in accordance with which the President shall organize and manage the staff of The World Bank and the IFC.

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Principle 01 - Application and Authority**Principle 1****August 1983****Application and Authority**

1.1 These Principles apply to all staff members, that is, all persons appointed by the President to perform services for The World Bank or the IFC, except that, considering the particular characteristics of their appointments, the President may vary the application of these Principles to persons on Part Time, Temporary, Trainee, Consultant or Executive Director's Assistant appointments, or to any new types of appointment that may be established. The President shall ensure the observance of these Principles and shall develop, provide, and maintain such programs and Staff Rules consistent with these Principles, as he considers necessary to the efficient conduct of the Organizations' business.

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Principle 02 - General Obligations of the World Bank and IFC

Principle 2

August 1983

General Obligations of The World Bank and IFC

2.1 The Organizations shall at all times act with fairness and impartiality and shall follow a proper process in their relations with staff members. They shall not differentiate in an unjustifiable manner between individuals or groups within the staff and shall encourage diversity in staffing consistent with the nature and objectives of the Organizations. They shall respect the essential rights of staff members that have been and may be identified by the World Bank Administrative Tribunal. Furthermore, the Organizations shall:

- a. establish and maintain appropriate safeguards to respect the personal privacy of staff members and protect the confidentiality of personal information about them;
- b. make all reasonable efforts to ensure appropriate protection and safety for staff members in the performance of their duties;
- c. refrain from any action that would deprive staff members retroactively of compensation in any form for services already rendered;
- d. provide staff members security in their employment consistent with the terms of their appointments, their satisfactory performance and conduct, and the efficient administration of the Organizations;
- e. develop and maintain compensation and personnel management policies and practices designed to help create an environment conducive to the high standards of performance required by the Organizations in the interests of their member countries; and
- f. take such measures as may be necessary to protect the international character of the staff in discharging their duties.

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Principle 03 - General Obligations of Staff Members

Principle 3

August 1983

General Obligations of Staff Members

3.1 The sensitive and confidential nature of much of their work requires of staff a high degree of integrity and concern for the interests of the Organizations. Moreover, as employees of international organizations, staff members have a special responsibility to avoid situations and activities that might reflect adversely on the Organizations, compromise their operations, or lead to real or apparent conflicts of interest. Therefore, staff members shall:

- a. discharge their duties solely with the interest and objectives of the Organizations in view and in so doing shall be subject to the authority of the President and responsible to him;
- b. respect the international character of their positions and maintain their independence by not accepting any instructions relating to the performance of their duties from any governments, or other entities or persons external to the Organizations unless on secondment to them or employed by them while on leave of absence from The World Bank or the IFC. Staff members shall not accept in connection with their appointment or service with the Organizations any remuneration, nor any benefit, favor or gift of significant value from any such governments or other entities or persons, nor shall they, while in the service of The World Bank or the IFC, accept any medal, decoration or similar honor for such service. Staff members may retain reemployment rights or pension rights acquired in the service of another organization;
- c. conduct themselves at all times in a manner befitting their status as employees of an international organization. They shall not engage in any activity that is incompatible with the proper discharge of their duties with the Organizations. They shall avoid any action and, in particular, any public pronouncement or personal gainful activity that would adversely or unfavorably reflect on their status or on the integrity, independence and impartiality that are required by that status; and
- d. observe the utmost discretion in regard to all matters relating to the Organizations both while they are staff members and after their service with the Organizations has ended. In particular they shall refrain from the improper disclosure, whether direct or indirect, of information related to the business of The World Bank or the IFC.

3.2 All rights in any work produced by staff members as part of their official duties shall belong to The World Bank or the IFC unless such rights are explicitly relinquished.

Privileges and Immunities

3.3 Staff members shall enjoy, in the interests of their Organizations, privileges, immunities, and facilities to which the Organizations, their officers and employees are entitled under their respective Articles of Agreement or other applicable treaties or international agreements or other laws. Such privileges, immunities, and facilities shall not excuse staff members from the performance of their private obligations or from the due observance of the law. Having regard to the particular circumstances, the Organizations may decide whether, in the interests of the Organizations, an immunity shall be waived or invoked.

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Principle 04 - Entering Employment

Principle 4 August 1983 Entering Employment

4.1 The Organizations' recruitment policy shall be to seek to attract staff members of the highest caliber appropriate to job requirements under employment terms and conditions that are responsive both to the Organizations' needs and the staff member's well-being. To that end, the Organizations shall:

- a. give paramount importance to securing the highest standards of efficiency and technical competence in appointing staff members and, within that parameter, pay due regard to the importance of recruiting staff on as wide a geographical basis as possible. To this end, rules shall be established under which, depending on the need of the Organizations for particular skills, positions may be filled by international or other types of recruitment;
- b. establish rules and conditions regarding medical standards and age limits for appointments to

the staff and for continued employment, and rules governing employment of close relatives, whether by blood or marriage; and

- c. appoint staff members by letter of appointment, which shall specify the type of the appointment. Unless otherwise specified in such letter, the appointment shall be subject to those Principles and Staff Rules applicable to the staff member's type of appointment, to amendments to those Principles and Staff Rules, and to other written agreements, if any, with the staff member. An appointment for more than a year shall normally commence with a probationary period to allow The World Bank or the IFC and the staff member to assess their suitability to each other.

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Principle 05 - Organization and Personnel Management

Principle 5

August 1983

Organization and Personnel Management

5.1 The efficient administration of the Organizations requires that their work be conducted within certain generally applicable standards and conditions. At the same time, it is recognized that the changing demands on the Organizations require that they adapt to meet evolving needs and circumstances. To enable the Organizations to respond effectively in such circumstances, and at the same time in a manner considerate of the needs and aspirations of their staff, the Organizations shall:

- a. organize, assign and transfer staff to meet the needs of The World Bank or the IFC with due consideration for the qualifications and wishes of the staff members concerned, and determine the terms and conditions under which staff members may be seconded or released to work for another entity or organization;
- b. establish types of appointment and determine their characteristics, including whether they shall be for a definite or indefinite term or full-time or part-time;
- c. establish procedures for the periodic review of staff members' work performance in order to promote the most effective use of their expertise, to determine the quality of their service, to recognize their achievements, and to identify training and development needs of staff members in the interests of the Organizations;
- d. establish programs and arrangements for staff training and development for the purpose of updating and improving staff skills to meet the needs of the Organizations;
- e. establish procedures for the promotion of staff members without prejudice to external recruitment at all levels;
- f. establish procedures and conditions under which staff members may be assigned to positions graded at various levels, while providing reasonable measures to alleviate adverse effects on staff members assigned to positions graded or regraded at a lower level;
- g. establish the conditions and limits under which staff members may be required to travel, at the Organizations' expense, on official business; and
- h. establish rules and procedures regarding working hours, including conditions and limits for overtime work, and official holidays.

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Principle 06 - Compensation**Principle 6
August 1999
Compensation**

6.1 The basic objectives of the Organizations' compensation policy shall be to:

- a. enable the Organizations to recruit staff members of the highest caliber appropriate to job requirements and to retain them so long as there is reasonable coherence between their career interests and the evolving mission and circumstances of the Organizations;
- b. help motivate staff members to perform to the best of their abilities;
- c. provide levels of compensation that are equitable internally; and
- d. achieve these objectives with due regard to cost, bearing in mind the responsibility of the Organizations to their member countries.

6.2 With these objectives in view, the Organizations shall:

- a. establish and periodically review the general levels of staff compensation and adjust such levels, as appropriate;
- b. institute and maintain programs of systematic job evaluation, the purpose of which is to grade jobs according to their purpose, function, and level of responsibility so as to provide a sound and equitable basis for the remuneration of staff members;
- c. institute and maintain programs which permit the Organizations to reward staff members according to their performance and contribution to the Organizations' objectives;
- d. establish and maintain programs to promote the health and wellbeing of staff members and to provide financial protection and assistance for staff members and their families, including but not limited to annual, maternity and sick leave, coverage for medical and hospitalization expenses, accidents and loss of life, and provisions for retirement through lump sum or periodic payments;
- e. in view of the importance to the Organizations of attracting international staff, establish programs for expatriate staff members designed to assist them and their families to maintain their cultural, professional and personal links with their home countries, including the education of their dependent children, and determine the eligibility for and duration of such programs;
- f. provide reasonable assistance, depending on the type of recruitment, to staff members required to relocate to take up their appointments or new assignments, or who resettle under rules established by the Organizations upon ending employment, including the payment of travel expenses for staff members and their families, and the shipment of their personal and household effects; and
- g. pending the necessary action being taken by member governments to exempt their nationals from taxation on their incomes from the Organizations when paid on a net of tax basis, provide a tax allowance determined by the Executive Directors to be reasonably related to the taxes required to be paid by staff members on those incomes.

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Principle 07 - Ending Employment**Principle 7**

August 1983 Ending Employment

7.1 The Organizations' separation policy shall seek to maintain their vitality and integrity while paying due regard to the special circumstances faced by staff members of international organizations. Accordingly:

- a. Separation from service may occur by resignation, with due notice; expiration of an appointment in accordance with the terms of that appointment; retirement; mutual agreement; or upon reaching the upper age limit for employment, unless this limit has been waived in the interests of The World Bank or the IFC.
- b. Separations may also be initiated by The World Bank or the IFC. They shall be based on the needs for efficient administration and for upholding the standards of the Organizations. Staff members separated at the initiative of the Organizations have the right to be notified in writing of the decision and the reason for it, which shall be based on the following:
 - i. a decision not to confirm a staff member's appointment at the end of or during probation; or
 - ii. grounds of health; or
 - iii. when the Organizations determine that a position or positions are no longer necessary, or that the responsibilities of a position have changed so that the staff member is not qualified to fill it, provided that no vacant position in the same type of appointment exists for which the Organizations determine that the staff member is eligible and has the required qualifications or for which he or she can be retrained in a reasonable period of time; or
 - iv. unsatisfactory service, personal or professional misconduct, abandonment of duties, or action adversely reflecting upon the reputation and integrity of the Organizations or their staff.
- c. A staff member separated at the initiative of The World Bank or the IFC under b(i), b(ii), or b(iii) above shall receive financial and/or other assistance on conditions and within limits established by the Organizations, which shall include consideration of the reason for such decision, the length of service, as well as other relevant factors. The World Bank or the IFC may also grant financial and/or other assistance to staff members separated at the initiative of The World Bank or the IFC under b(iv) above or by mutual agreement depending on the individual circumstances.

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Principle 08 - Misconduct Policy and Procedure

Principle 8 June 2008

Policy and Procedure for Reporting Misconduct

8.1 The Organizations' policy on protections and procedures for reporting misconduct shall set out the rights and responsibilities of staff with respect to reporting misconduct that may threaten the operations or governance of the Organizations, so as to encourage staff to raise concerns and enable the Organizations to effectively address such cases, manage risks, and uphold standards of good governance. The policy shall provide protections to staff who report such misconduct or who cooperate or provide information during an ensuing review or investigation. These protections shall include:

- a. the prohibition of retaliation by managers or other staff against any person for reporting misconduct, or for cooperating or providing information during an ensuing review or investigation;

- b. with the consent of the staff member involved, the provision of interim protections during the course of review or investigation as necessary to safeguard the interests of a staff member who has reported misconduct or cooperated or provided information in that review or investigation; and
- c. where a staff member has made a *prima facie* case that an adverse employment action was taken in retaliation for an activity protected under the misconduct reporting policy, a shift in the burden of proof to the Organizations to show that the challenged action would have been taken absent the staff member's protected activity.

Disciplinary Measures

8.2 A staff member who fails to observe the standards of conduct established pursuant to these Principles, who engages in misconduct, or who neglects to perform assigned tasks without reasonable excuse, may be subject to disciplinary measures. Depending on the seriousness of the offense and other relevant factors, the disciplinary measures taken in a particular case may be censure, suspension from duty with or without pay or with reduced pay, demotion, reduction in pay, or separation of the staff member from the service of the Organizations as provided in [Chapter 7](#) above. A staff member may also be suspended from duty with pay, without prejudice, pending investigation of a charge under this paragraph.

8.3 Staff members have the right to be notified in writing of the grounds for disciplinary action.

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Principle 09 - Appeals

Principle 9 August 1983 Appeals

9.1 Staff members have the right to fair treatment in matters relating to their employment. Where disputes arise, staff members shall have full opportunity to present their case without fear of reprisal. To this end:

- a. the President shall establish mechanisms, with staff participation as appropriate, to assist in the resolution of such disputes; and
- b. the World Bank Administrative Tribunal shall, as prescribed in its Statute, hear and pass judgment upon applications from staff members alleging non-observance of their contracts of employment or terms of appointment, including these Principles and all pertinent Staff Rules of the Organizations.

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Principle 10 - Staff Consultation

Principle 10 August 1983 Staff Consultation

10.1 The efficient and harmonious conduct of the Organizations' business requires that the President be cognizant of staff views in matters concerning the staff and that these views be given due consideration. In recognition of the right of the staff to associate, the President shall establish appropriate mechanisms to consult with representative members of the staff selected by the staff about the establishment of and changes in personnel policies, conditions of employment, general questions of staff welfare, and the establishment, amendment or revocation of Principles and of Staff Rules.

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Principle 11 - General Provisions**Principle 11**
August 1983
General Provisions**Delegation**

11.1 The President may delegate to any staff member, committee or unit of the Organizations the authority to perform any of the functions referred to in these Principles.

Transition Provision

11.2 Pending the issuance of Staff Rules, the Organizations' Personnel, Administrative, and Field Office Manuals shall remain in effect to the extent they are not inconsistent with these Principles. However, for the types of appointments in Chapter One to which the application of the Principles may be varied, those Manuals continue to apply until superseded by Staff Rules. Staff Rules may provide that they supersede any part or all of those Manuals.

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01 Application and Authority

01.01 General Provisions

[01. Applicability and Definitions](#)

[02. Authority of IFC and MIGA Officials](#)

[Annex A: Affidavit of Domestic Partnership](#)

01. Applicability and Definitions

Applicability

1.01 These Rules apply to staff members of the Bank, IFC, and MIGA as provided in each Rule. This Rule was most recently amended on July 1, 2011.

Definitions

1.02 Except as otherwise provided in a Rule, in these Rules the following definitions apply:

- a. Active service, active status, and active work status mean the service of a staff member holding an appointment provided for under [Rule 4.01, "Appointment,"](#) who is not assigned to leave without pay, external service without pay, or special leave.
- b. Bank Group means the Bank, IFC, and MIGA.
- c. Department Director includes a manager at the level of department director.
- d. Dependent Child means an unmarried son or daughter of the staff member for whom the staff member and the staff member's spouse or domestic partner provide at least one-half of the child's financial support and who is under 19 years of age; or is handicapped; or is under age 25 and either:
 - i. Is a full-time student; or
 - ii. Has an income for the calendar year (from employment or other sources) of less than the amount specified in [Annex to Rule 6.02 "Dependency \(Tax Equivalency\) Allowances."](#) In the case of a child who ceases to be a full-time student, the relevant income is that received after ceasing to be a full-time student.

A dependent child also includes: the child of the staff member's spouse or domestic partner, provided that the child is resident in the staff member's household; and a legally adopted son or daughter of the staff member where a "bona fide" parental relationship exists as defined in [Staff Rule 6.02, paragraph 3.02.](#)

- e. Designated Official means:
 - i. for the functions of a Manager, Human Resources Team, a Human Resources Officer, a Human Resources Counselor, or a Learning Specialist;
 - ii. for the functions of IFC Manager, Personnel, a Personnel Officer;
 - iii. for the functions of the Manager, Benefits Administration, a Human Resources Analyst;
 - iv. for the functions of the Manager, Human Resources Service Center; the Manager, Benefits Administration; the Manager, Appointments and Inductions; the Manager, Transaction Center; the Human Resources Officer, Appointments; or a Human Resources Analyst;

- v. for the functions of the Manager, Staffing, the Principal Staffing Officer, a Staffing Officer, or a Staffing Analyst;
 - vi. for the functions of the IFC Manager, Recruitment, a Recruitment Officer, an Appointments Officer, or a Benefits Counselor;
 - vii. in the case of a staff member assigned to a country office, the head of the country office.
- f. Designated Supervisor means a person to whom a manager delegates responsibility for managing the performance of a staff member. The designated supervisor will also coordinate performance management where a staff member has multiple supervisory relationships.
- g. Domestic Partner, in the case of a staff member, means a person registered as such with the Bank Group who, with the staff member, meets the criteria sworn to in the affidavit annexed at [Annex A](#). In the case of a domestic partner of a close relative referred to in [Rule 4.01, "Appointment,"](#) it means a person who, with a close relative, meets those criteria and could truthfully execute the affidavit at the time of appointment.
- h. Duty Station Area or Local Area, at Washington, D.C., means the Washington-Baltimore Consolidated Metropolitan Statistical Area as defined from time to time by the United States Office of Management and Budget. At other duty stations, the duty station area will be determined by the head of that office.
- i. Health Services Physician means a physician who is a staff member assigned to the Health Services Department or a physician employed by the Bank Group on a contractual or fee-for-service basis.
- j. Immediate Family means the staff member's spouse or domestic partner and dependent children resident in the staff member's household at the duty station.
- k. Manager means a person designated to administer the employment relationship whose position is division chief, equivalent to division chief, or higher. If there is no such person, manager means a person so designated. A manager whose position is equivalent to division chief is one whose immediate supervisor is a department director or above or whose position is so designated by the responsible vice president. In the case of a staff member assigned to a field office, the head of the field office may act as the manager.
- l. Month means a calendar month and, where the application of a benefit depends upon the number of months, fifteen days or more will be treated as a full month and fewer than fifteen days will be disregarded.
- m. Net Pay or Net Income means net salary plus dependency (tax equivalency) allowance.
- n. Net Salary means net annual salary before deductions for the Staff Retirement Plan, insurance coverage, or other obligations of the staff member, and without additions, including but not limited to, payments for overtime and dependency (tax equivalency) allowance.
- o. Occupational Stream means a group of progressively more responsible positions requiring similar training and types of skills within which promotion, based on demonstrated capacity to function at higher levels of responsibility within that stream, may occur.
- p. Part-Time and Part-Time Work refer to an employment arrangement whereby the staff member is required to work less than the regular work schedule for full-time staff provided for in [Rule 5.08, "Reduced Work Schedule."](#)
- q. Reviewing Manager means the Designated Supervisor's manager.
- r. Senior Manager means a person whose position is department director, vice president, or equivalent, who is designated to decide on the staffing of positions within a department or vice presidential unit. A person whose position is equivalent to department director or vice president is one whose immediate supervisor is a vice president or the President.
- s. Service means service in pay status as a staff member in an appointment to which the Rule applies. Service is continuous, notwithstanding assignment to another Bank Group organization or separation or another break in service, where the interruption of service is 30 calendar days or less, unless the prior service is in a Special Assignment appointment.

- t. Staff Member means a person holding an appointment provided for in [Rule 4.01](#).
- u. Supervisor means a person designated to administer the employment relationship whose position is section chief or above or equivalent or, if there is no such person, a person so designated. A supervisor whose position is equivalent to section chief is one whose immediate supervisor is a division chief or above. In the case of country office staff, supervisor means the head of the country office where the staff member works.
- v. Vice Presidential Unit means an organizational unit headed by a senior vice president or vice president or the following organizational units Operations Evaluation; IFC; and MIGA.

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02. Authority of IFC and MIGA Officials

2.01 Where these Rules provide that the Manager, Human Resources Service Center, is authorized or required to act or decide, the IFC Manager, Compensation and Policy Administration, may do so for IFC staff.

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Annex A: Affidavit of Domestic Partnership

The domestic partnership affidavit is now housed on the web. To access a copy, click [here](#).

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02 General Obligations of the World Bank and IFC

02.01 Confidentiality of Personnel Information

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth provisions governing administration of and access to staff records and other personnel information about staff members maintained, whether in hard copy or electronically, by the Bank Group. Medical information and records are governed by the provisions of [Staff Rule 2.02, "Confidentiality of Medical Information and Records."](#) This Rule was most recently amended on July 1, 2010.

Applicability

1.02 The provisions of this Rule apply to all staff members and former staff members.

Definitions

1.03 In addition to the definitions under [Staff Rule 1.01](#), General Provisions, the following definitions apply for purposes of this Rule:

- a. "Human Resources Team" means Human Resources Team staff at the officer level and above.
- b. "Letter of Verification" is a letter conveying basic employment data, such as a staff member's name, employment status, employment dates, job title and department.
- c. "Limited Access Documents" is a designation given to sensitive or highly confidential documents. Examples of such documents include appeals decisions, and matters involving misconduct such as investigative reports and disciplinary decision documents. Such documents will be identified by the Human Resources Team or the Vice President, Human Resources Services, and placed in a Limited Access section of Staff Records.
- d. "Pre-Appointment Records" are documents obtained by the Bank Group for use in making recruitment decisions, including letters of reference, interview notes and candidate assessments. Pre-Appointment records are not Staff Records.
- e. "Selecting Officials" means the supervisor and the person or persons who assist the supervisor in the review of candidates for vacant positions.
- f. "Staff Records" are a staff member's biographical, work history and leave and attendance data maintained by the Human Resources Vice Presidency and the staff member's benefits, pension, payroll and tax files. Staff Records include Limited Access Documents but do not include Pre-Appointment Records or, except as otherwise provided in this Rule, Working Papers.

- g. "Working Papers" are the material prepared by supervisors or managers for use in exercising their managerial responsibilities or prepared by Human Resources staff in the performance of their human resources management function for use in making personnel decisions. Except as provided otherwise in this Rule, Working Papers do not become part of Staff Records.
- h. "Personnel Information" means all documents and information maintained by the Bank Group pertaining to a staff member, including but not limited to Staff Records, Pre-Appointment Records, and Working Papers.

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02. Confidentiality of Personnel Information

Confidential Treatment

2.01 Personnel Information shall not be disclosed by the Bank Group, except as provided in this Rule.

Disciplinary Action

2.02 Staff members who engage in unauthorized review or disclosure of Personnel Information in a manner not permitted under this Rule are subject to action under the provisions of [Staff Rule 3.00](#).

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03. Access to Personnel Information

Access to Staff Records

3.01 Access to Staff Records shall be as provided below:

- a. A staff member may examine his or her own Staff Records, in the presence of the staff member's manager or supervisor, a member of the staff member's Human Resources Team, the Ombudsman, or a staff member of the Human Resources Service Center, except for that part of the Staff Records containing documents created before January 1, 1983. In addition, staff members shall have direct access to performance review reports completed after April 15, 1981.
- b. Supervisors shall have access to the Staff Records of the staff members who report to them.
- c. Selecting officials shall have access to the Staff Records (except Limited Access Documents), and the leave and attendance and overtime records of staff members who are candidates for vacancies in the selecting officials' unit. When selecting officials have identified candidates whom they are prepared to select, they may have access to Limited Access Documents of those candidates.
- d. Other officials of the Bank Group who need to consult Staff Records in the performance of their assigned duties, shall have access to the Staff Records relevant to their work. Such officials shall be responsible for maintaining the confidentiality of the information they see.

Pre-Appointment Records

3.02 A staff member's manager or supervisor, Human Resources staff, selecting officials and other officials in the Bank Group, shall have access to the Pre-Appointment Records of the staff member as needed in the performance of their duties.

Working Papers

3.03 Working Papers shall be accessible as provided in [paragraph 3.04](#). They may also be disclosed by the author to other Bank Group officials as needed in the performance of their duties. The basis for a decision resulting from information recorded in Working Papers shall either be documented and made part of the Staff Records or, alternatively, the author may make the Working Paper relied upon part of the Staff Record.

Legal Matters

3.04 Personnel Information is available for use by the Bank Group, or its representatives, in the resolution of legal issues or in any legal or administrative proceedings to which the staff member, or a person claiming upon a right of the staff member, or a beneficiary of the staff member, is a party.

Recomputation Under Safety Net

3.05 In case of a request by a staff member for recomputation of a tax allowance under the safety net provisions, only members of the Payroll and Tax Sections and the Bank Group's internal auditors shall have access to information provided by the staff member as needed in the performance of their duties. The head of the Administrative Expense Division shall also have access to such information in a form that cannot be personally identified with the staff member. The Tax Section shall securely dispose of copies of tax returns upon completion of imaging. The imaged returns will be archived for a period of three years.

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04. Disciplinary Matters

Misconduct

4.01 A staff member who has brought an allegation of misconduct against another staff member may be informed of any disciplinary measures imposed under [Staff Rule 3.00](#) or [Staff Rule 8.01](#) as a result of the allegation. This includes, but is not limited to, staff members who report suspected misconduct or retaliation under [Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct \(Whistleblowing\)," paragraphs 2.06 and 3.02\(c\)](#). A staff member informed under this section shall not disclose the information to any other person. In addition, the Vice President, Human Resources, may decide that information about disciplinary measures in a particular case should be disclosed to other staff members when the circumstances warrant.

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05. Release of Personnel Information to Persons Outside the Bank Group

Persons Outside the Bank Group

5.01 The following Personnel Information may be released to persons outside the Bank Group without the authorization of the staff member concerned and, where specifically noted below, the Bank Group may inform the staff member concerned accordingly and within reasonable time frame as follows:

- a. Basic employment data such as name, employment status, employment dates, job title and department in which case, at the discretion of the Manager, Human Resources Service and Support Center, or a designated official, the Bank Group may inform the staff member concerned;
- b. Compensation and pension information, which may be released to member governments for tax purposes in which case, at the discretion of the Manager, Human Resources Service and Support Center, or a designated official, the Bank Group may inform the staff member concerned;
- c. Visa status of staff and dependents, which may be reported to governmental authorities;
- d. Pension, benefits and salary records, which may be made available to a pension plan administrator, to external auditors and accountants or to a consulting actuary;
- e. Information necessary for processing medical, workers' compensation and other insurance claims, including medical insurance coverage information to covered dependents;
- f. Benefits information necessary to coordinate exchange or joint benefits programs, and information necessary to coordinate benefit policies with other international organizations;
- g. Information on a staff member's salary and benefits (including pension and insurance) to the spouse or domestic partner of a staff member. For purpose of this subparagraph (h), a staff member's salary means the net salary and its estimated gross equivalent in the staff member's duty station, and benefits including, but not limited to, dependency allowance, assignment allowances, separation grant accrual, termination grant restoration accrual, expatriate benefits, resettlement benefits, unused annual leave benefits, pension, insurance, and identity of the staff member's most recent designation of beneficiaries, if any, for purposes of pension death benefits and Bank Group life insurance benefits. At the discretion of the Manager, Human Resources Service and Support Center, or a designated official, the Bank Group may inform the staff member concerned accordingly;
- h. Information on a staff member's salary and benefits (including pension and insurance) to any individual for whom the staff member or retiree has signed or electronically approved an authorization to receive salary and benefits information, as long as the date of such approval is prior to the date of request for information identified in this paragraph (i);

- i. Information to vendors who assist Bank Group managers in performance of their assigned duties, if authorized by the Vice President, Human Resources Services after consultation with the Staff Association;
- j. The name, nationality, gender and contact information of the spouse or registered domestic partner of a newly appointed staff member to the World Bank Family Network;
- k. The staff member's mailing address information, as contained in Bank Group records, to a judicial, administrative or civil authority, spouse, former spouse, registered domestic partner, former registered domestic partner, or their legal representatives, upon receipt by the Bank Group of a certified copy or original of a request from that judicial, administrative or civil authority, spouse, former spouse, registered domestic partner, former registered domestic partner, or their legal representatives, in cases of divorce or family maintenance (including spouse and/or child support);
- l. Personnel Information for law enforcement purposes to local or national authorities of member countries if the Bank Group has reason to believe that laws of a member country may have been violated, in accordance with procedures set forth in either [Staff Rule 3.00](#), paragraph 8.06 or [Staff Rule 8.01, paragraph 6 .01](#); and
- m. Personnel Information regarding a staff member's misconduct and resulting disciplinary measures to governmental bodies of member countries and to public international organizations, in accordance with procedures set forth in either [Staff Rule 3.00, paragraph 8.06](#) or [Staff Rule 8.01, paragraph 7.01](#).

5.02 Where a staff member places a matter related to Bank Group employment at issue before a forum outside the Bank Group, the Bank Group may disclose Personnel Information to the forum used by the staff member if the Vice President for Human Resources Services for the Bank, in consultation with the Vice President for External Affairs and the General Counsel, decides that it is necessary for the Bank Group to respond to claims made by the staff member. For cases involving IFC staff, the Vice President, Human Resources Services for IFC will be consulted before a decision is made to disclose information under this paragraph.

5.03 Personnel Information may also be disclosed outside the Bank Group in response to inquiries from or reports in the media, if the Vice President for Human Resources Services for the Bank, in consultation with the Vice President for External Affairs and the General Counsel, decides that:

- a. disclosure is necessary to correct false or misleading information, or
- b. the reputation of the Bank Group will be damaged without such a disclosure.

For cases involving IFC staff, the Vice President, Human Resources Services for IFC will be consulted before a decision is made to disclose information under this paragraph.

Personnel Information disclosed under paragraph 5.03(a) shall be limited to facts that relate directly to the false or misleading information. Personnel Information disclosed under paragraph 5.03(b) shall be limited to facts that are necessary to protect the Bank's reputation. Efforts shall be made to safeguard confidentiality of the staff member concerned to the extent possible. The staff member concerned shall be notified of what information was disclosed and to whom within 30 calendar days after the disclosure is made.

5.04 Other than as provided in this Staff Rule, the Bank Group will not release Personnel Information to outside parties, including member countries and their representatives, without the staff member's authorization, except in cases of emergency situations. In such cases, the staff member will be notified as soon as reasonably possible of what information is released and to whom.

Letter of Verification

5.05 When a current or former staff member names the Bank Group on an employment or other application, a letter of verification may be released by the Bank Group without the authorization of the staff member or former staff member.

Letters of Reference

5.06 Individual staff members of the Bank Group may provide letters of reference for current or former staff members if the letter states clearly that they are speaking on a personal basis and not on behalf of the institution.

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Review of Staff Records Created On or After January 1, 1983

6.01 A staff member may review and photocopy his or her Staff Records created on or after January 1, 1983, in the presence of the staff member's supervisor or manager, a member of the staff member's Human Resources Team, the Ombudsman, or a staff member of the Human Resources Service Center. In a Country Office, the staff member may ask his or her supervisor to request that a copy of the Staff Records created on or after January 1, 1983, or part thereof, be sent from Headquarters for review. Requests for corrections and clarifications to Staff Records may be made under the procedures in [paragraph 6.03](#).

Third Party Review of Documents Created Prior to 1983

6.02 A staff member may request review of these documents by the staff member's supervisor or manager, a member of the staff member's Human Resources Team, the Ombudsman, or a member of the Human Resources Service Center. Requests for corrections and clarifications to such documents may be made under the procedures in [paragraph 6.03](#).

Corrections and Clarifications of Staff Records

6.03 A staff member may submit a written request for the correction or clarification of the Staff Record to a member of the staff member's Human Resources Team or to the Human Resources Service Center if the staff member believes that the Staff Record is incomplete or incorrect. Such requests for correction or clarification shall be made a part of the Staff Record.

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07. Retention of Staff and Pre-Appointment Records

Personnel Action Forms, Personal History Forms, and Benefits Records

7.01 Personnel Action Forms, Personal History Forms, and benefits records, and documents related to such forms or records, shall be retained indefinitely.

Performance Reports and Other Evaluative Documents, Disciplinary Decisions, and Limited Access Documents

7.02 Performance reports and other evaluative documents, decisions related to disciplinary actions, and Limited Access Documents shall be retained in the Staff Records indefinitely, unless otherwise decided by the Manager, Human Resources Team or the Director of Client Services.

Pre-Appointment Records

7.03 Pre-Appointment Records shall be retained for a minimum of five years from date of appointment.

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02 General Obligations of the World Bank and IFC

02.02 Confidentiality of Medical Information and Medical Records

[01. Subject, Applicability and Definitions](#)

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01. Subject, Applicability and Definitions

1.01 This Rule sets forth provisions governing access to medical information maintained by the Health Services Department. This Rule was most recently amended on July 1, 2009 .

Applicability

1.02 The provisions of this Rule apply to all staff members and former staff members.

Definitions

1.03 In this rule:

- a. Medical Information means any information acquired by medical personnel, whether orally or in writing, relating to the physical or mental condition of any individual.
- b. Medical Record means medical information which is maintained separately from other records of the Bank Group by the Health Services Department.
- c. Medical Personnel means all members of the Health Services Department and health professionals employed by the Bank to perform services for the Health Services Department on a contractual or fee-for-service basis.
- d. Designated Official means a Department Director, a Manager, Human Resources Team, Human Resources Officer, or Human Resources Counselor.
- e. Other Person means any person other than a staff member who has consulted with or been examined by the Health Services Department.

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02. Confidentiality of Medical Information

2.01 Medical information shall be confidential and shall not be disclosed by medical personnel except as specifically authorized in writing by the staff member or other person to whom it relates, or as provided in this Rule.

Disciplinary Action

2.02 Unauthorized review or disclosure of medical information in a manner not permitted by this Rule is subject to action under the provisions of [Staff Rule 3.00, Office of Ethics and Business Conduct](#).

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03. Disclosure of Medical Information to the Staff Member or Other Person Who Has Been Examined

Medical Examination

3.01 The Director, Health Services Department, or member of the Health Services Department designated by him for that purpose, shall inform every person who has been examined by the Health Services Department of any findings, whether or not adverse, that come to light as a result of the medical examination.

Medical Record

3.02 Upon written request to the Director, Health Services Department or a member of the Health Services Department designated by him for that purpose, a staff member or other person shall be allowed to review and photocopy all documents in their Medical Record.

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04. Disclosure of Medical Information to Others

Scope of Medical Information Disclosed

4.01 Medical information made available pursuant to this Section shall be conveyed on a confidential basis and shall be limited to the particular medical information needed.

Fitness for Duty

4.02 The Director, Health Services Department, or a member of the Health Services Department designated by him for that purpose, without disclosing individual clinical findings, may convey conclusions regarding fitness for duty or fitness for duty subject to necessary job restrictions to the Vice President, Human Resources, the staff member's manager, or a designated official. Such conclusions shall be conveyed to the staff member concerned in advance.

Judicial and Administrative Proceedings

4.03 When a staff member or other person has placed his or her medical condition at issue, by raising a claim or defense involving that medical condition in connection with a fitness for duty determination or in a judicial, Peer Review Panel, or Administrative Tribunal proceeding, relevant medical information from that staff member or other person's Medical Record shall be made available by the Health Services Department to the Legal Department of the Bank & for use by the Bank Group, or legal representatives of the Bank Group. In the case of a Peer Review Services or Administrative Tribunal proceeding, the staff member or other person shall first be notified in writing of the decision to release medical information to the Legal Department. However, no release of medical information shall be made if the staff member or other person informs the Director, Health Services Department in writing within three working days after receipt of notification that he has requested withdrawal or dismissal of his Peer Review Services or Administrative Tribunal action, or, in the case of an action involving multiple claims or defenses, withdrawal or dismissal of those claims or defenses involving a medical condition.

Insurance Matters

4.04 Subject to a determination by the Director, Health Services Department, regarding need and relevance, medical information relating to a particular staff member or other person may be made available by the Director, Health Services Department, to the Actuarial and Pension Benefits Division when needed for use by the Bank Group, or by insurance carriers providing coverage for the Bank Group, in the resolution of issues relating to insurance, including general liability insurance, medical malpractice insurance, and automobile liability insurance.

Eligibility for Disability Pension

4.05 Medical information for determining the eligibility of a staff member for disability pension benefits under the Staff Retirement Plan may be forwarded to the Administrator for that purpose. Except as required in the administration of the Staff Retirement Plan, such medical information shall be maintained on a confidential basis.

4.06 When, in the opinion of the Director, Health Services Department, disclosure of medical information concerning a staff member or other person is essential in light of a clear and present danger to protect the welfare of that staff member or other person or of other staff members, to assist in the maintenance of public health and well-being of the community, or to observe any legal or regulatory requirement, the Director, Health Services

Department, may disclose such medical information as in his professional judgment is deemed appropriate based on the circumstances.

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05. Accuracy of Medical Records

Correction of Medical Records

5.01 A staff member or other person who has consulted with or been examined by the Health Service Department shall be allowed to submit to the Health Services Department a written request for the correction of the medical record if it is believed that the medical record is inaccurate or incomplete. Such requests for correction shall be made a part of the medical record.

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06. Retention of Medical Records

6.01 All medical records shall be retained for a period of 6 years after a staff member's separation from the Bank Group.

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03 General Obligations of Staff Members

03.00 Office of Ethics and Business Conduct (EBC)

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01. Subject, Policy Rationale, and Applicability

Subject.

1.01 The purpose of this Rule is to define the functions of the Office of Ethics and Business Conduct (EBC). This rule is effective July 1, 2009.

Policy Rationale.

1.02 A commitment to core values and high ethical standards is important to the success of the World Bank Group ("Bank Group"). EBC promotes the development and application of the highest ethical standards by staff members in the performance of their duties with respect to the Bank Group.

Application.

1.03 This Rule applies to all staff members, as defined in Staff Rules [1.01, "General Provisions,"](#) and [4.01, "Appointment."](#) This Rule shall also apply to former staff members.

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02. The Chief Ethics Officer; Office of Ethics and Business Conduct

2.01 The Chief Ethics Officer of the Bank Group reports directly to the President of the Bank Group, and may be removed from office, for cause and through a fair process, only by the President of the Bank & in consultation with representative members of the staff selected by the World Bank Group Staff Association.

2.02 The Chief Ethics Officer shall be appointed by the President for a period of five years. This appointment may be renewed by the President for one additional five year term.

2.03 In carrying out its functions under this Rule, EBC shall be free from improper interference, by any official or staff member of the Bank Group. For purposes of this Rule, any control, limitation or penalty, imposed for

retaliatory purposes, shall be considered interference. In carrying out its functions, EBC staff shall adhere to the Principles of Staff Employment, Staff Rules, Administrative Manual, Code of Conduct, and other applicable Bank Group policies.

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03. Outreach, Communications and Training

3.01 EBC shall conduct outreach, communications and training activities designed to foster awareness of and adherence to ethical obligations of Bank Group staff members.

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04. Reporting and Assistance with Policy Improvement

4.01 EBC shall submit periodic reports to the Office of the President providing overviews of EBC's activities and information on issues and trends relating to the ethics and business conduct functions, including on matters such as concerns raised by staff members, lessons learned in addressing those issues, and the functioning of EBC's case management system. Such reports may be based on aggregate data and shall maintain any confidentiality protections provided to individuals by EBC, whether in the course of their seeking advice and guidance, of their participating in connection with the resolution of matters under review by EBC, or otherwise.

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05. Advice and Guidance

Scope of Advice and Guidance.

5.01 EBC shall advise staff members on issues and questions regarding the Principles of Staff Employment, Staff Rules, Administrative Manual, Code of Conduct, and other Bank Group policies, including regarding those matters set forth in paragraph 6.01 below. EBC may refer staff members to other units within the Bank Group for further advice and guidance.

Contacting EBC.

5.02 Staff members seeking advice regarding issues or questions may contact EBC. Staff members are required to contact EBC regarding the resolution of financial conflicts of interest, as provided in [Staff Rule 3.03, Section 3](#).

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06. Allegations of Misconduct Addressed by EBC

Scope of Allegations Addressed by EBC.

6.01 Subject to the exclusions provided in paragraphs 6.02 and 6.03 below, EBC shall review and assist in the resolution of allegations of misconduct. Misconduct does not require malice or guilty purpose, and it includes failure to observe the Principles of Staff Employment, Staff Rules, Administrative Manual, Code of Conduct, other Bank policies, and other duties of employment, including the following acts and omissions:

- a. Failure to observe obligations relating to health and safety, personnel information, disclosure of non-public information, information security, and the unauthorized use of Bank Group offices, equipment, computer resources or staff; abuse of authority; absence from duty without justifiable cause; or abuse or misuse of Bank Group funds related to travel, benefits, allowances (including tax allowances), P-Card, petty cash, or property;
- b. Reckless failure to identify, or failure to observe, generally applicable norms of prudent professional conduct; failure to perform assigned duties; gross negligence in the performance of assigned duties; performance of assigned duties in an improper or reckless manner; failure to supervise a staff member; or failure to know, and observe, the legal, policy, budgetary, and administrative standards and restrictions imposed by the Bank Group; undertaking an activity where authority to do so has been denied; or willful misrepresentation of facts intended to be relied upon;
- c. Acts or omissions in conflict with the general obligations of staff members set forth in [Principle 3](#) of the Principles of Staff Employment and [Staff Rules 3.01 through 3.06](#). Omissions may include failure to file a

- timely, complete and accurate financial disclosure form;
- d. Conviction for acts that are criminal in nature, including theft, forgery, fraud, corrupt practices, use of or possession of illegal drugs, physical assault, or domestic abuse;
 - e. Harassment; contributing to a hostile work environment; or wrongful discrimination, including on the basis of age, race, color, sex, sexual orientation, national origin, religion or creed;
 - f. Failure to meet personal legal obligations as required by Bank Group policies, including payment of court-ordered spousal and child support; and
 - g. Retaliation by a staff member against any person who provides information regarding suspected misconduct or who cooperates or provides information in connection with an investigation or review of allegations of misconduct, review or fact finding, or who uses the Conflict Resolution System, including retaliation with respect to reports of misconduct to which [Staff Rule 8.02](#), & "[Protections and Procedures for Reporting Misconduct \(Whistleblowing\)](#)", applies.

Limitation Based on Subject Matter.

6.02 Except in circumstances in which EBC has been expressly designated to review a matter under the provisions of [Staff Rule 8.01, paragraphs 4.02 and 4.04](#), EBC will not conduct reviews of allegations of misconduct involving:

- a. Misuse of Bank Group funds or other public funds (e.g. donor trust funds) for personal gain of oneself or another in connection with Bank Group operations, corporate procurement, or Bank Group administrative budgets (except for travel, benefits, allowances (including tax allowances), P-Card, petty cash or Bank Group property), loans, credits, or grant funds;
- b. Abuse of position in the Bank Group for the personal gain of oneself or another in connection with Bank Group operations, corporate procurement, or Bank Group administrative budgets (except for travel, benefits, allowances (including tax allowances), P-Card, petty cash or Bank Group property), loans, credits, or grant or donor trust funds; or
- c. Fraud, corruption, coercion, collusion, or offering, receiving or soliciting bribes, kickbacks or other (e.g., in-kind) personal benefits involving Bank Group financed/supported operations or corporate procurements; embezzlement of funds from Bank Group administrative budgets, loans, credits or grant funds.

Such matters shall be handled by the Integrity Vice Presidency (INT), or otherwise in accordance with the provisions of [Staff Rule 8.01](#) and any other applicable rules and policies. If at any time the Chief Ethics Officer or the Vice President, INT, determines that there is a question as to whether all or any portion of a matter falls within the scope of authority of EBC or that of INT, the Chief Ethics Officer and the Vice President, INT, shall consult with each other to resolve the question.

Other Limitations.

6.03 Except where the President or Vice President, Human Resources, determines that an alternative reviewer should be designated, EBC shall address matters raised under this Rule. An alternative reviewer may be any person outside of EBC, including an external reviewer from outside of the Bank Group. If the Chief Ethics Officer determines that EBC has a conflict of interest in addressing a matter under this Rule, EBC shall refer to the Vice President, Human Resources, the determination as to whether an alternative reviewer should be designated to handle the matter. Where a staff member has grounds to believe that reporting suspected misconduct to line management and EBC would subject the staff member to retaliation or create a likelihood that evidence relating to the suspected misconduct will be concealed or destroyed, the staff member may report suspected misconduct directly to the Vice President, Human Resources, with a request that an alternative reviewer outside of EBC be designated to review the report of suspected misconduct. With respect to reports of suspected misconduct that may threaten the operations or governance of the Bank Group, the provisions of [Staff Rule 8.02](#) shall apply.

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07. Reporting of Allegations and Concerns Regarding Suspected Misconduct

Reporting Channels.

7.01 Staff members are encouraged to report suspected staff misconduct that falls within the scope of matters addressed by EBC, as set forth in section 6 above, to EBC or to line management, but are not required to do so. A

manager who suspects or receives a report of suspected staff misconduct, however, has an obligation to report it either to EBC or, as provided below, to INT. As provided in [Staff Rule 8.01, paragraph 2.02](#), a staff member has a duty to report suspected fraud or corruption in Bank-Group financed projects or in the administration of Bank Group business to his or her line management or to INT, and a manager who suspects or receives a report of suspected fraud or corruption has an obligation to report it to INT. With respect to reports of suspected misconduct that may threaten the operations or governance of the Bank Group, the provisions of [Staff Rule 8.02](#) shall apply. Reports of suspected misconduct involving Board Officials should be submitted to the Ethics Committee of the Board as provided in the Code of Conduct for Board Officials.

Timing of Reporting.

7.02 To facilitate effective review and resolution regarding allegations and concerns, staff members are encouraged to report misconduct in a timely manner after becoming aware of such conduct.

Confidentiality of Reporting.

7.03 The identity of a staff member who brings a concern or allegation to EBC will be confidential. Confidentiality means that a staff member provides his or her name, but EBC will reveal the source of the allegations outside of EBC only on a need-to-know basis, unless:

- a. the staff member consents to disclosure, or
- b. the Chief Ethics Officer determines that
 - i. the staff member made allegations that were knowingly false or made with reckless disregard as to whether they were true or false, or
 - ii. there appears to be a risk of imminent danger or serious harm to individuals or the Bank Group, or
- c. the Bank Group is requested to disclose such information by a competent judicial authority within a member government and agrees to comply with such request.

Anonymous Reporting.

7.04 A staff member who brings a concern or allegation to EBC may choose to remain anonymous. Anonymity means that a staff member does not provide EBC with his or her name. A staff member who chooses to report on an anonymous basis must provide in a timely manner enough information concerning the basis of the allegations and sufficient detail or supporting factual basis that the matter can be pursued responsibly. Otherwise, the matter usually cannot be pursued further. Even where anonymous allegations are sufficiently detailed or supported to permit responsible further actions to resolve the matter as provided in this Rule, no final finding of misconduct will be made based solely on the anonymous allegations without corroboration. Providing information to EBC on a confidential or anonymous basis does not in any way restrict the Bank's authority to address the matters raised, including possible misconduct by the staff member providing the report. Staff members are encouraged to report in a manner that will facilitate effective fact finding and resolution, which in general will mean confidential, rather than anonymous, reporting.

Knowingly False or Reckless Allegations.

7.05 Staff members shall not bring allegations under this Rule that are knowingly false or made with reckless disregard as to whether they are true or false. Doing so shall subject the staff member making such allegations to proceedings under this Rule.

Prohibition of Retaliation.

7.06 Retaliation by a staff member against any person who provides information regarding suspected misconduct, who cooperates or provides information in connection with a preliminary inquiry or investigation conducted under [Staff Rule 8.01](#) or in connection with an initial review or subsequent procedures set forth in sections 8 through 10 of this Rule, or who uses the Conflict Resolution System, is expressly prohibited and shall result in proceedings under this Rule. This prohibition against retaliation extends also to retaliation against any person because such person was believed to be about to report misconduct or believed to have reported misconduct, even if such belief is mistaken.

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08. Reviews of Allegations of Misconduct

Initial Reviews.

8.01 If EBC receives an allegation within the scope of section 6 of this Rule, or if the basis for any such allegation otherwise comes to EBC's attention, EBC shall undertake an initial review. Alternatively, EBC may request that line management (at the level of the manager of the supervisor of the staff member whose conduct is at issue or above) conduct the initial review. Based on the initial review, EBC may conduct a further review of the matter by:

- a. Assisting the parties concerned in reaching a resolution of the matter acceptable to all parties concerned, in accordance with paragraph 9.01, below;
- b. facilitating a process whereby a staff member whose conduct is at issue may voluntarily agree to a resolution of the matter in accordance with paragraph 9.02, below; or
- c. conducting a fact finding in accordance with Section 10, below.

Alternatively, EBC may request that line management (at the level of the manager of the supervisor of the staff member whose conduct is at issue or above) conduct the procedures provided for in Sections 9 and 10 of this Rule. EBC may at any time determine that an initial or further review will be conducted by the Chief Ethics Officer or a designated EBC official. The Chief Ethics Officer, or a designated EBC official, may at any time decline to consider a matter further if it is determined that there is insufficient factual basis to warrant further consideration.

Notice and Right to Respond.

8.02 A staff member whose conduct is at issue will be notified in writing of the allegations against him or her, and of the staff member's rights and obligations, at the onset of any of the procedures set forth in clauses (a), (b), or (c) of Section 8.01, above. A staff member has a right to respond to the allegations made against him or her, either orally or in writing, or both, and may be required to do so within a reasonable period of time. The amount of time allowed a staff member to respond in writing will take into account the complexity and seriousness of the matter, but will not be less than 5 business days.

Gathering of Information.

8.03 The person conducting the initial review or further review may at any time obtain information believed to be relevant to allegations made under this Rule, including personnel information and other records and documents, and may consult with persons who are believed to have knowledge or information that may assist in the resolution of the issues and questions raised.

Cooperation.

8.04 A staff member who is the subject of an initial review or a further review has a duty to cooperate with the person conducting the review. A staff member believed to have knowledge relevant to an initial review or a further review also has a duty to cooperate, unless the staff member shows a sufficient reason to justify failure to cooperate, as determined by the Chief Ethics Officer or a designated EBC official. Cooperation includes providing the person conducting the review with any information or materials in the staff member's possession that would support a belief that misconduct alleged under this Rule has occurred, and staff members reporting alleged misconduct are encouraged to provide such information in their reports. Failure or refusal to cooperate may constitute a violation of this Rule and may subject the staff member to proceedings under this Rule.

Administrative Leave.

8.05 The Vice President, Human Resources for the Bank may, pursuant to [Staff Rule 6.06, Section 9, "Administrative Leave"](#), place a staff member on administrative leave pending completion of an initial or further review. Administrative leave can last up to six months, and can be extended when the Vice President, Human Resources for the Bank determines that additional time is needed to complete such initial or further review. A staff member will be notified in writing of the decision to place him or her on administrative leave, the reason for the decision, and the duration of the administrative leave. For cases involving IFC staff, the Vice President, Human Resources for IFC will be consulted before a decision on administrative leave is taken.

Referral of Matters for Law Enforcement Purposes and Disclosure of Information to Member Countries and

Public International Organizations.

8.06 The Bank Group may disclose information obtained in the course of a review of alleged misconduct to local or national authorities for law enforcement purposes in accordance with [Staff Rule 2.01, paragraph 5.01](#) (o), in accordance with the procedures set forth in [Staff Rule 8.01, paragraph 6.01](#). The Bank Group may also disclose information obtained in the course of a review of alleged misconduct to governmental bodies of member countries and to public international organizations in accordance with [Staff Rule 2.01, paragraph 5.01](#) (p), in accordance with the procedures set forth in [Staff Rule 8.01, paragraph 7.01](#).

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09. Closing Cases by Agreement

Closing Cases with No Further Action.

9.01 The Chief Ethics Officer or a designated EBC official, and the staff member raising a concern, any staff member whose conduct is at issue, and any other concerned parties as identified by EBC, may mutually agree to attempt to address the matter informally. If EBC and the parties concerned reach an understanding of the matter at issue and mutually agree that no further action by EBC is necessary, EBC shall document that fact and shall not take any further action on the matter at that time. Alternatively, a line manager who has been requested by EBC to perform this function, and the staff member raising a concern, any staff member whose conduct is at issue, and any other concerned parties as identified by EBC, may mutually agree to attempt to address the matter informally. If the line manager and the parties concerned reach an understanding of the matter at issue and mutually agree that no further action by EBC or the line manager is necessary, and if EBC concurs, EBC shall document that fact and neither EBC nor the line manager shall take any further action on the matter at that time. Alternatively, EBC may refer to other resources cases that may benefit from the involvement of a third party.

Closing Cases with Binding Resolution.

9.02 If the Chief Ethics Officer, or a designated EBC official, determines that a matter could be effectively resolved through an agreement with a staff member whose conduct is at issue, EBC may offer this option to the staff member. Alternatively, if a line manager who has been requested by EBC to perform this function determines that a matter could be effectively resolved through an agreement with a staff member whose conduct is at issue, the line manager may, subject to EBC's concurrence, offer this option to the staff member. Any such agreement shall require the agreement of the staff member's manager at the Director level or above and the concurrence of the Vice President of Human Resources or his or her designee. Such an agreement may include factual findings, and may require the staff member to participate in performance management measures or may subject the staff member to disciplinary measures. Any such agreement shall be recorded in writing and shall be binding. The factual findings contained in such an agreement may be used in consideration of future performance management or disciplinary actions, provided that such measures or disciplinary proceedings are not based wholly on facts set forth in such agreement.

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10. Fact Findings

Decision to Conduct a Fact Finding.

10.01 If the Chief Ethics Officer, or a designated EBC official, determines that there is a sufficient basis to believe that facts may develop that would effectively be addressed through performance management measures or disciplinary measures, or that a fact finding may otherwise be useful in understanding and resolving the matter, EBC, or a line manager requested by EBC to perform this function, may conduct a fact finding to determine further information regarding the substance and circumstances of the matter.

Assistance During a Fact Finding.

10.02 A staff member against whom the allegations at issue have been made may be accompanied at interviews in the course of a fact finding by another staff member who is reasonably available, who is not connected to the matter under review, and who is approved in advance by the Chief Ethics Officer. The presence of such a person will not relieve a staff member of the obligation to respond personally in the matter under review. Members of any Legal Vice Presidency or Legal Department of the Bank Group may not represent, advise or otherwise assist a staff member in connection with fact findings under this Rule.

Summary of Findings.

10.03 If at the end of the fact finding process the person conducting the fact finding determines to recommend that the allegations be addressed through performance management measures or disciplinary measures, a written summary of factual findings and recommendations will be prepared. If the person who conducted the fact finding was a line manager requested to do so by EBC, the recommendations included in the written summary shall be subject to EBC's concurrence.

Performance Management Recommendations, Decisions and Notifications.

10.04 If the Chief Ethics Officer, or a designated EBC official, recommends that the matter be further addressed through performance management actions, EBC will consult with the staff member, the staff member's manager, and the responsible Manager, Human Resources, to determine appropriate measures to address the concerns. Alternatively, if a line manager whom EBC has requested perform this function recommends that the matter be further addressed through performance management actions, the line manager will consult with the staff member, the staff member's manager, and the relevant Manager, Human Resources Team, to determine, subject to EBC's concurrence, appropriate measures to address the concerns. The staff member's manager shall confirm the outcome of the consultation in a memorandum to the staff member, with a copy provided to the Manager, Human Resources Team and to EBC for filing in the Limited Access Section of the staff member's Staff Records.

Disciplinary Measures Recommendations.

10.05 If the person conducting the fact finding recommends that the matter be addressed through the imposition of one or more disciplinary measures, the staff member whose conduct is at issue shall be provided with a written summary of factual findings and recommendations. This staff member shall be given an opportunity to comment on the findings, and these comments shall be reviewed to determine whether they warrant any modification to the recommendations on the matter. The amount of time allowed a staff member to comment will take into account the complexity and seriousness of the matter, but will not be less than 5 business days. The summary, along with the staff member's comments and a response from the person conducting the fact finding, will be submitted to the Vice President, Human Resources for the Bank for a decision. For cases involving IFC staff, a copy of the summary, the staff member's comments, and the response from the person conducting the fact finding, will be sent to the Vice President, Human Resources of IFC for information. Alternatively, if the fact finding has been conducted by a line manager, the line manager will determine whether misconduct has occurred and, if so, may censure the staff member either orally or in writing, subject to the concurrence of EBC. If the line manager believes the discipline should be something other than oral or written censure, the line manager will, subject to the concurrence of EBC, make a recommendation to the Vice President, Human Resources for the Bank, regarding a decision on the finding of misconduct and the discipline to be imposed.

Disciplinary Measures.

10.06 Depending on the circumstances of the matter, one or more of the following disciplinary measures may be taken by the Bank Group when misconduct is determined to have occurred, provided the determination is made within three years from the date that the misconduct on which the disciplinary measure is based is discovered, except that no time limitation will apply to a determination of misconduct for which mandatory termination is to be imposed:

- a. Oral or written censure;
- b. Suspension from duty with pay, with reduced pay, or without pay;
- c. Restrictions on access to the Bank's premises;
- d. Restitution, compensation or forfeiture payable to the Bank Group from a staff member's pay or benefits, or through a reduction or elimination of a salary increase in respect of a prior year in which it is later determined misconduct occurred, either to penalize a staff member or to pay the Bank Group for losses attributable to misconduct;
- e. Removal of privileges or benefits, whether permanently or for a specified period of time;
- f. Reassignment;
- g. Assignment to a lower level position;
- h. Demotion without assignment to a lower level position;

- i. Reduction in future pay, including the withholding of future pay increases;
- j. Termination of appointment;
- k. Loss of future employment and contractual opportunities with the Bank Group; and
- l. When the financial disclosure form that is submitted pursuant to the requirements set forth in [Staff Rule 3.03](#) is not timely, complete or accurate, in addition to the disciplines described above, a fine to the staff member in accordance with [Staff Rule 3.03, paragraph 3.06](#).

Suspension of Payment of Benefits Due Upon Termination.

10.07 If a staff member terminates from service while a misconduct review is ongoing, the Vice President, Human Resources for the Bank may suspend payment of all benefits due to the staff member upon termination, except for benefits due under the Staff Retirement Plan, until a decision on misconduct is made provided that:

- a. there is a reasonable basis to believe that the staff member may be required to pay restitution or to otherwise compensate the Bank Group for financial losses attributable to the staff member's actions;
- b. the suspended funds will earn interest at the savings account rate offered by the Bank-Fund Credit Union during the period of the suspension, if posted in Headquarters, and the local savings account rate determined by the head of the country office, if posted in a country office;
- c. suspension of payment is unlikely to cause undue hardship for the staff member;
- d. the staff member is notified of the decision to suspend payment of benefits, the reasons for the suspension, and of the right to appeal the decision directly to the Administrative Tribunal; and
- e. payment of benefits shall not be suspended for longer than one year, except where the Vice President, Human Resources for the Bank determines that additional time is needed to complete an investigation.

For cases involving IFC staff, the Vice President, Human Resources for IFC will be consulted before a decision to suspend payment of benefits is made.

10.08 If the staff member is determined to owe funds to the Bank Group when a decision on misconduct is made, those funds may be deducted in full from any benefits suspended under paragraph 10.07. If the staff member is determined not to owe funds to the Bank Group, the benefits shall be paid to the staff member in full, plus interest, within 30 days from the date that the decision on misconduct is made.

Imposition of Disciplinary Measures.

10.09 Upon a finding of misconduct, disciplinary measures, if any, imposed by the Bank Group on a staff member will be determined on a case-by-case basis. Any decision on disciplinary measures will take into account such factors as the seriousness of the matter, any extenuating circumstances, the situation of the staff member, the interests of the Bank Group, and the frequency of conduct for which disciplinary measures, as provided in paragraph 10.06 above may be imposed. Subject to the provisions of paragraph 10.10, below, termination of service will be mandatory, where it is determined that any of the following misconduct has occurred:

- a. Misuse of Bank Group funds or other public funds for the personal gain of oneself or another in connection with Bank Group activities or employment, or abuse of position in the Bank Group for the personal gain of oneself or another;
- b. Conviction of a felonious criminal offense; or
- c. Refusal by the staff member to file a timely, complete and accurate financial disclosure form without reasonable justification acceptable to EBC.

Review of Mandatory Termination of Service.

10.10 Where termination is mandatory under this Rule, the President, or the President's designee appointed to review the case, retains full and sole discretion to determine otherwise based on particular circumstances – i.e., where an act is a felony in one jurisdiction but not in most others, or where there has been a manifest lack of due

process in the relevant case. For case involving IFC staff, the President, or the President's designee, will consult the Vice President, Human Resources for IFC before making a mandatory termination decision.

Disciplinary Measures Decision.

10.11 The Vice President, Human Resources for the Bank, will decide, after consultation with the staff member's manager and based on EBC's findings, whether conduct warranting the imposition of disciplinary measures on a staff member occurred and what, disciplinary measures should be imposed. Where there is conflict of interest for the Vice President, Human Resources for the Bank, a Managing Director, or the President shall make the decision. For cases involving IFC staff, the Vice President, Human Resources for IFC will be consulted before a decision is made regarding misconduct.

Notification of Disciplinary Measures Decision.

10.12 The staff member whose conduct is at issue will be notified of the decision, the disciplinary measures, the reasons for their imposition, and the right to appeal. Except where the measure is oral censure, the notification will be in writing.

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11. Special Provision for Disciplinary and Decision Making Process in Matters Involving Failure to Comply with Financial Disclosure Requirements

Application.

11.01 This section sets forth special provisions regarding failure to comply with financial disclosure requirements as described in [Staff Rule 3.03 "Financial Interest and Disclosure"](#) and supersedes, for these matters, the procedures described in Sections 6 through 10.04 of this Rule.

Special Provision.

11.02 EBC shall notify a staff member in writing if the staff member fails to file a financial disclosure form by the annual filing deadline set by EBC, or if the staff member fails to provide requested additional information by the due date. EBC shall have the authority to impose fines, in accordance with [Staff Rule 3.03 paragraph 3.06](#). In addition, after EBC notifies the staff member in writing of his or her failure to submit a timely, complete, and accurate financial disclosure form or provide additional information as requested, EBC will submit to the Vice President, Human Resources, the record of EBC's communications with a staff member whenever, without a justification acceptable to EBC, a staff member does not submit a timely, complete, and accurate financial disclosure form or does not provide additional information as requested, as required by [Staff Rule 3.03](#). The Vice President, Human Resources, will decide, based on the record, whether the staff member's noncompliance constitutes misconduct and, if so, what other disciplinary measures to impose in addition to fines imposed by EBC.

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12. Special Provision for Disciplinary and Decision Making Process in Matters Involving Failure to Meet Personal Legal Obligations as Required by Bank Group Policies

Application.

12.01 This section sets forth special provisions for the disciplinary and decision making process in matters involving a staff member's failure to meet personal legal obligations as required by Bank Group policies, including (a) payment of court-ordered spouse and/or child support, and (b) income tax levies or liens, except those tax levies or liens involving tax years for which the staff member was paid an allowance by the Bank Group, in which case Sections 6 through 10 of this Rule shall apply. For all other personal legal obligations, this Section 12 supersedes the procedures set forth in Sections 6 through 10.04 of this Rule.

Special Provision.

12.02 EBC shall notify a staff member in writing if the staff member fails to demonstrate compliance with his or her personal legal obligations as required by Bank Group policies and as set forth in paragraph 12.01 above. After EBC notifies the staff member in writing of his or her failure to demonstrate that compliance, EBC will submit to the Vice President, Human Resources, the record of EBC's communications with a staff member whenever, without a

justification acceptable to EBC, a staff member failed to demonstrate compliance with his or her personal legal obligations as set forth in paragraph 12.01 above. The Vice President, Human Resources, will decide, based on the record, whether the staff member's noncompliance constitutes misconduct and, if so, what disciplinary measures, from Section 10 of this Rule, to impose.

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03 General Obligations of Staff Members

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01. Subject, Policy Rationale and Applicability

Subject

1.01 This Rule sets forth provisions specifying the standards of professional conduct required of staff members. This Rule is most recently amended on November 7, 2008.

Policy Rationale

1.02 The purpose of this Rule is to ensure that staff members adhere to the high standards of professional conduct expected of international civil servants. Staff members who have questions about the application of ethical rules in particular circumstances should seek advice from an ethics counselor in the Office of Ethics and Business Conduct (EBC).

Applicability

1.03 This Rule applies to all staff members. It also applies, where specified, to former staff members and to immediate family members (as defined in [Staff Rule 1.01](#)).

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02. Compliance

2.01 Upon appointment, each staff member shall file with the Manager, Human Resources Service Center, a statement representing that she or he has read and will comply with [Principle 3 under the Principles of Staff Employment](#) and [Staff Rules 3.01](#), [3.02](#) and [3.03](#).

2.02 Each staff member may be required to complete periodic training regarding the requirements of [Principle 3 under the Principles of Staff Employment](#) and [Staff Rules 3.01](#), [3.02](#) and [3.03](#). The Office of Ethics and Business Conduct (EBC) is responsible for conducting this training. To facilitate compliance with this Rule and to complement such training, this Rule will be circulated periodically to all staff members.

2.03 Where this Rule affects the interests and activities of a member or members of a staff member's immediate family or requires disclosures pertaining to them, the staff member shall use his best efforts to be informed as to those activities and interests, to secure compliance with this Rule and to make disclosures to the best of his or her knowledge.

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03. Duty of Care

3.01 Staff members must comply with the obligations embodied in the Principles of Staff Employment, the Staff Rules and all other policies and procedures of the Bank Group, as applicable.

3.02 In complying with such obligations, including, as applicable, fiduciary obligations for overseeing the use of internal and external funds, staff members shall carry out their duties with care and honesty. Staff members will be held accountable for failure to do so and will be subject to disciplinary action under [Staff Rule 8.01](#) if they are found to have:

- i. committed an ethical breach;
- ii. administered funds for purposes other than those intended (as provided for in written documents addressing the use and administration of the funds) without written authorization from their managers (as defined in [Staff Rule 1.01](#));
- iii. administered funds with reckless disregard for economy and efficiency; or
- iv. engaged in fraudulent or corrupt acts.

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04. Supervisory Relationships

4.01 Supervisors shall at all times treat staff in a fair and unbiased manner. Treatment of staff shall not be influenced by personal ties between the supervisor and the staff member, nor shall it be influenced by the race, nationality, sex, religion, political opinions, or sexual orientation of the supervisor or staff member.

4.02 A sexual relationship between a staff member and his/her direct report, or direct or indirect manager or supervisor is considered a *de facto* conflict of interest. The manager/supervisor shall be responsible for seeking a resolution of the conflict of interest, if need be in consultation with management, who will take measures to resolve the conflict of interest. Failure to promptly resolve the conflict of interest may result in a finding of misconduct.

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05. Disclosure and Use of Non-Public Information

5.01 Staff members and former staff members in possession of non-public information obtained in the course of Bank Group employment shall not, without written authorization from a senior manager, disclose to any third party for any reason or otherwise use such information in furtherance of a private interest or the private interest of any other person or entity. These obligations continue after separation from Bank Group service. "Non-public information" is defined as information generated by the Bank Group that has not been approved for release outside the Bank Group in accordance with the Bank Group's rules.

5.02 Staff members may be required to sign agreements with governments and other entities or persons for the protection of the secrecy of proprietary information made known to them by reason of their Bank Group employment.

5.03 Qualified external reports of suspected misconduct that are made by staff members in accordance with [Staff Rule 8.02, paragraph 4.02](#), and consistent with any confidentiality obligations to concerned third parties pursuant to paragraph 5.02 above, shall not be considered as a breach of staff members' obligations with regard to the disclosure and use of non-public information under paragraph 5.01 above.

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06. Instructions and Remuneration from Outside Sources

6.01 Except as otherwise required to perform Bank Group assignments involving service to other entities, staff members owe their duty entirely to the Bank Group and to no other authority. Accordingly, staff members may not accept instructions relating to the performance of their duties with the Bank Group from any governments or other external entities or persons except where performing duties for others pursuant to:

- a. the terms of an Executive Director's Assistant Appointment;
- b. an External Service Assignment;
- c. during Leave Without Pay; or
- d. the provisions of [Staff Rule 3.04](#).

6.02 Except when holding Special Assignment Appointments, staff members may not accept any remuneration from governments or other external entities or persons in connection with their appointment to or service with the Bank Group.

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07. Appearances Before Legislatures of Member Countries and Public Statements

7.01 Staff members may not testify before national or local legislatures of member countries without written authorization from the staff member's Vice President, in consultation with the General Counsel of the applicable Bank Group organization and the Vice President, External Affairs. Such authorization may be granted in exceptional circumstances of institutional significance, but only so long as the testimony concerns factual matters based on the Bank Group's work, is not compulsory, is permissible under the Bank Group organization's disclosure policy, and has been requested or endorsed by the executive branch of the government concerned. The authorization may limit the manner or scope of testimony.

7.02 Other public statements on issues which concern Bank Group policies and activities or which may generally affect the Bank Group's public image or relationship with member governments must be cleared in accordance with the procedures set out in Administrative Manual Statement 14.20 (Public Statement of Staff Members).

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08. Political Activity

8.01 It is recognized that staff members have a legitimate interest in the civic and political affairs of the country of which they are citizens. However, the degree to which they become actively involved in politics must necessarily be limited by their status as international civil servants. In particular, staff members shall not identify themselves as World Bank staff members when engaging in any political activity. Provided these activities are carried out in an entirely private capacity, permissible political activities include, but are not limited to:

- a. belonging to national political parties;
- b. making legal political contributions;
- c. voting;
- d. contacting elected representatives;
- e. participating in local community affairs;
- f. participating in peaceful demonstrations.

8.02 Staff members present in the course of their Bank Group employment in a country, where they are not citizens, may not belong to a political party or engage in any overt partisan political activity, but may

- a. participate in local community affairs;
- b. participate in peaceful demonstrations; provided these activities are carried out in an entirely private capacity and without identifying themselves as World Bank Group staff members.

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09. Public Office

9.01 A staff member who evidences intent or undertakes by conduct or stated decision to become a candidate for or accept an appointment to national public office shall resign from the service of the Bank Group.

9.02 Except with the prior approval of the Committee, a staff member may not be a candidate for, or accept appointment to, any other public office. Any activity in pursuit of such other public office or its duties shall take place outside Bank Group office hours or while the staff member is on leave and shall not make use of Bank Group services, supplies or facilities.

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10. Benefits, Favors, Gifts

10.01 Official duties will bring Bank Group staff into contact with organizations and other officials or members of the public who may wish to offer gifts or hospitality. While such contact is a necessary part of conducting the Bank Group's business, it is essential that Bank Group staff and their families be and be seen to be, free from any form of bribery or corruption. The offering of gifts and/or other benefits may be seen as an attempt to influence a decision which a staff member is required to take and therefore must be avoided.

10.02 For these reasons, staff may not accept gifts or hospitality of any kind except in cases where:

- a. the gift is of an inexpensive nature such as a souvenir, calendar or diary given in the spirit of harmonious business relations and of a value not to exceed \$50 or equivalent;
- b. refusal of the gift would cause offence on cultural grounds;
- c. the gift is offered in a public forum where refusal would cause embarrassment; or
- d. the hospitality is associated with the demands of work, for example working meals or legitimate representational functions to meet and discuss business, and the scope and cost of the hospitality do not appear excessive. In case of doubt, the staff member should seek the advice of her/his manager or, if this is not practicable, then from the Head of the Mission or Country

Office, if any.

10.03 In cases where an item in excess of \$50 is accepted for cultural or protocol reasons as provided in [paragraph 10.02](#), the item must be surrendered promptly to the Asset Management Unit, General Services Department and must not be regarded as the personal property of the staff member. Where possible an attempt should be made to diplomatically return the gift to the donor. Retained gifts may be purchased by the staff member based on the value of the gift as determined by an independent appraisal arranged by GSD. Otherwise, disposition of the gift shall be determined by the Bank Group with the proceeds from any sale being donated to a charity selected by the Bank Group.

10.04 Staff involved in any procurement activity on behalf of the Bank Group have a particular responsibility to be and be seen to be impartial and free from any improper influences in reaching their decisions. Such staff:

- a. shall not solicit or accept, directly or indirectly, any cash gratuity, gift, gift certificate, favor, entertainment, loan, rebate or anything of monetary value from anyone who
 - i. has or is seeking to obtain Bank Group business; or
 - ii. has interests that may be substantially affected by procurement awards;
- b. shall not, during the conduct of any Bank Group procurement of goods, works or services, solicit or accept any money, gratuity, or other thing of value from any officer, employee, representative, agent or consultant of a competing vendor;
- c. shall not solicit or accept, directly or indirectly, any promise of future employment or favors from, or engage, directly or indirectly, in any discussion of future employment or favors with any officer, employee, representative, agent or consultant of a competing vendor.

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11. Medals, Decorations, Honors

11.01 Staff members may not accept medals, decorations or similar honors from any external source for service to the Bank Group while they remain staff. Staff members may accept such honors for service not connected with Bank Group employment with the approval of the Outside Interests Committee established under [Staff Rule 3.05 \(the "Committee"\)](#).

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12. Use of Bank Group Services, Supplies or Facilities

12.01 Staff members shall not use Bank Group services, supplies or facilities for private gain or permit other persons to do so. With the approval of their manager, staff members may make individual solicitations on Bank Group premises to colleagues for donations of money or purchase of goods for the benefit of a charitable, religious or educational organization. A staff member may not, however, otherwise use Bank Group services, supplies or facilities on behalf of such an organization without the written permission of the Director, General Services Department, or an official designated to act for the Director.

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Effective On Feb 21, 2006
Last Modified On Nov 07, 2008

03 General Obligations of Staff Members

03.02 Employment Outside the Bank Group

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[03. Concurrent Employment and Self-Employment](#)

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01. Subject, Policy Rationale and Applicability

Subject

1.01 This Rule sets forth provisions governing the conduct of certain personal and professional activities of staff members which may be impacted by their Bank Group employment. This Rule was most recently amended on July 1, 2011.

Policy Rationale

1.02 The purpose of this Rule is to provide guidance to staff members in certain activities they initiate outside the Bank Group to ensure that such activities do not conflict with their Bank Group employment.

Applicability

1.03 This Rule applies to all staff members except where otherwise specified. It also applies, where specified, to former staff members and immediate family members (as defined in [Staff Rule 1.01, "General Provisions"](#)).

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02. Dealings with Former Employers

2.01 For five years after entering Bank Group employment, a staff member shall not exercise any responsibility with respect to a Bank Group activity involving the selection or compensation of a former employer as

- a. a recipient or beneficiary of Bank Group financing or guarantees;
- b. a guarantor of such financing; or
- c. a supplier of goods and services to the Bank Group or work on specific matters with which she/he was substantially and personally involved while working for the former employer, except as specifically authorized by his/her senior manager (as defined in [Staff Rule 1.01, "General Provisions"](#)). Any such authorization shall be sent to the Outside Interests Committee ("Committee") established under [Staff Rule 3.05, "Outside Interest Committee."](#)

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03. Concurrent Employment and Self-Employment

General Provisions Applicable to all staff

3.01 Staff members are restricted in the degree to which they may accept paid employment or otherwise provide services for another organization, whether as an employee, director, partner or otherwise, during their Bank Group employment. The staff member is responsible for ensuring that any such employment or service allowable under this Staff Rule is compatible with [Principle 3 under the Principles of Staff Employment](#) and is permitted under local law. If a staff member has any doubt whether these requirements are met, she/he shall seek the advice of the Office of Ethics and Business Conduct (EBC) and, where required, the approval of the Outside Interests Committee (the "Committee.")

3.02 Staff on G-4 visas should note that **U.S immigration law prohibits G-4 staff from engaging in employment in the U.S. outside of their employment by the World Bank Group**. This means that such staff may **not** accept honoraria or other compensation for any form of employment or for academic, cultural or artistic pursuits such as lecturing or publishing in the U.S. performed while they are on a G-4 visa even if such activities are allowed under this Staff Rule. G-4 staff may accept reimbursement for reasonable actual expenses.

3.03 Any activity allowable under this Staff Rule, or preparation for such activity, undertaken in a private capacity must take place outside Bank Group office hours or while the staff member is on leave, must not make use of Bank Group services, supplies or facilities, or of information not publicly available and must not interfere with the performance of the staff member's Bank Group duties. If any activity allowable under this Staff Rule, or preparation therefore, is undertaken in an official capacity, a staff member may not accept honoraria or compensation, and may not accept reimbursement for expenses unless so authorized by his or her manager.

Employment activities for which permission is not required

3.04 A staff member may engage in the following activities without the authorization of either her/his manager or the Committee:

- a. teaching, lecturing and writing that does not refer or relate to Bank Group activities or policies and that does not affect the relations of the Bank Group with the public or member countries. Any teaching, lecturing and writing that refers or relates to Bank Group activities or policies or that may affect the relations of the Bank Group with the public or member countries must be approved as provided in existing rules and directives, including Administrative Manual Statement 14.20 (Public Statements of Staff Members). Note for G4 visa holders: the provisions of [paragraph 3.02](#) apply to teaching, lecturing and publishing in the U.S.;
- b. accepting or serving in a non-compensated position in a non-profit corporation, unless the organization has or intends to have any business or fund raising activities with the Bank Group. If the organization has or intends to have any business or fund raising activities with the Bank Group, the staff member is required to have the prior approval of the Committee;
- c. the fulfillment of jury, military, or other national or local service obligations. While not requiring Bank Group authorization, staff are expected to provide their managers reasonable notice of such obligations. Absences for jury duty are treated as administrative leave. Staff are required to take annual leave or leave-without-pay to cover periods of military, or other national or local service.

3.05 Staff members holding a Short-Term Consultant or Short-Term Temporary ("STC/STT") appointment may hold concurrent assignments from other public and private employers, subject to the following:

- a. they may not be employed by member governments or other entities to work on Bank Group-financed projects during their period of Bank Group employment if the Bank-Group financed project and the concurrent work involve the same country.
- b. they cannot be an employee of another public entity, including but not limited to governments and other international organizations, unless that entity has approved its employee working at

the Bank Group.

Employment activities requiring managerial approval

3.06 Staff at level GE or below, Extended Term Temporaries and Extended Term Consultants at level EC1, and staff who are on leave without pay to accompany a spouse or domestic partner who is assigned outside the staff member's duty station and is (a) on a Bank Group or IMF assignment, or (b) on External Service with Pay, may perform duties for an outside entity or engage in self-employment for profit with the written approval of her/his senior manager (Note: Staff holding a G4 visa, see [paragraph 3.02](#) above). The senior manager's review shall consider whether the employment would be compatible with the Bank Group work requirements and with [Principle 3 under the Principles of Staff Employment](#). Considering the Bank Group's status as an international organization, permission will generally not be granted to work for a governmental agency. The senior manager's approval shall be included in the staff member's career record and copied to the Committee.

3.07 **External Service.** Working for another entity on External Service must be approved by the staff member's manager as specified in [Staff Rule 5.02, "External Service."](#) Staff on External Service may not work for an entity other than the one to which they have been assigned without prior authorization.

3.08 **Special Leave.** A staff member on special leave in accordance with the provisions of [Staff Rule 7.01, "Ending Employment"](#) may accept outside employment only to the extent agreed by the Manager, Human Resources Service Center.

Employment activities requiring Committee approval

3.09 Except as otherwise provided in paragraphs 3.01-3.08 above, any other type of self-employment or the performance of services for any other entity requires Committee approval. The Committee will generally not approve a request to engage in self-employment for profit or to perform any paid services for any outside private entity, whether as employee, director, partner or otherwise, of a staff member holding an appointment at level GF or above, or an ungraded position, or Extended Term Consultants at level EC2 or above who is providing full-time service to the Bank Group.

Honoraria

3.10 A staff member may accept honoraria or compensation for an activity allowable under this Rule that is undertaken in a private capacity to the extent allowed by local law (note: G4 staff see [paragraph 3.02](#)). If any such activity is authorized as official duty, a staff member may not retain honoraria or other compensation except that the staff member's manager or the head of the country office may permit the staff member's expenses to be paid by the outside entity or person. Any other compensation received must be turned over to the Bank Group.

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04. Dealing with Future Employers and Employment After Separation

4.01 A staff member at Level GF or above or Extended Term Consultants who enters into discussions about employment (whether as an employee or independent contractor) with a prospective future employer that, to the staff member's knowledge, is engaged or is negotiating to engage in business with or perform services for the Bank Group in the area of the staff member's responsibility, shall so inform his/her senior manager and shall remove him or herself from any responsibility for Bank Group work involving that future employer.

4.02 Within two years after separation from Bank Group employment, former staff members may not perform services for any other entity or person related to an activity in which the Bank Group has an interest or is a party and in which they participated personally and substantially during their employment with the Bank Group, unless:

- a. nominated by the Bank Group to serve on its behalf or otherwise acting pursuant to [Staff Rule](#)

[3.04](#), or

- b. their senior manager, in consultation with the Office of Ethics and Business Conduct, grants authorization. If the staff member is a senior manager, the Vice President, Human Resources Services may grant authorization. A copy of any such authorization shall be sent to the Office of Ethics and Business Conduct.

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03 General Obligations of Staff Members

03.03 Financial Interest and Disclosure

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[03. Disclosure and Resolution of Conflicts of Interest](#)

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01. Subject, Policy Rationale and Applicability

Subject

1.01 This Rule sets forth provisions governing the conduct of staff members' personal financial affairs as it may be impacted by their Bank Group employment. This Rule was most recently amended on March 1, 2010.

Policy Rationale

1.02 The purpose of this Rule is to enable the Bank Group and staff members to identify, address and resolve real, potential or apparent conflicts of interest between a staff member's personal financial dealings, outside interests and activities, and their Bank Group duties.

Applicability

1.03 This Rule applies to all staff members. It also applies, where specified, to former staff members and immediate family members (as defined in [Staff Rule 1.01, "General Provisions"](#)).

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02. Financial Interests

Financial Interests Generally

2.01 Except as permitted under paragraph 2.03 of this Rule, staff members and their immediate family members may not accept a financial interest in a Bank Group transaction whether by way of compensation, commission, favorable buying or selling arrangements, gift or otherwise. A staff member and his/her immediate family members may not purchase or have a participation in any form in a loan, equity or quasi-equity financing of the Bank, MIGA or IFC, whether for her/his own account or for the account of others.

Specific Prohibitions

2.02 Staff Members and their immediate family members shall not:

- a. Possess securities (including country funds):
 - i. which the staff member's department advised about or participated substantially in creating for two years following completion of the staff member's assignment in that department;
 - ii. which to the staff member's knowledge, are or were to be added to or deleted from any indices maintained by the staff member's department while the staff member is or was assigned to it, until at least 48 hours following public announcement of any such addition or deletion;
 - iii. related to a company known by the staff member to be an actual or prospective recipient of Bank Group financing, investment or guarantee with respect to which the staff member or the staff member's department participated substantially; or

- iv. related to a company or similar entity upon whose board of directors or trustees the staff member serves or served as part of his/her duties as a member of the Bank Group, except with respect to the qualifying shares as required by law or the articles of such company.
- b. Enter into any financial transaction or business relationship with an entity (or its directors, key executives or affiliates) known to be an actual or prospective recipient of Bank Group financing, investment or guarantee with respect to which the staff member or the staff member's department participated substantially.
- c. Engage in short-term trading for speculative purposes in currencies of borrowing member countries of the Bank Group or in financial instruments denominated in the currencies of such member countries. In this paragraph, the term 'financial instruments' includes, without limitation, debt instruments, financial futures and options on financial futures; 'short-term trading' means any combination of buying and selling of such currencies or financial instruments by a staff member or an immediate family member within six months; and 'speculative purposes' means any such transaction entered into for profit.
- d. Engage in short-term trading in bonds issued by the Bank or IFC. In this paragraph, 'short-term trading' means any combination of buying and selling of these bonds by a staff member or an immediate family member within six months. The buying or selling of a right of obligation to buy or sell these bonds shall be considered as buying or selling the bonds.

2.03 Staff Members and their immediate family members may:

- a. Possess securities held by trusts, estates, investment funds or similar investment vehicles, provided that neither the staff member nor his/her immediate family has the right to exercise investment discretion over investments made by such investment vehicles.
- b. Invest in bonds issued by the Bank or IFC, subject to paragraph 2.02(d), above.

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03. Disclosure and Resolution of Conflicts of Interest

3.01 A staff member in possession of, or whose family member is in possession of, any securities set out above in paragraph 2.02(a) shall bring this to the attention of her/his senior manager (as defined in [Staff Rule 1.01](#)) and the Program Manager, Financial Disclosure, EBC (Financial Disclosure Program Manager). Arrangements will be made for divestiture within a reasonable time.

3.02 Each staff member shall disclose any financial interest or business relationship of his/her own or of an immediate family member that, in addition to the prohibited transactions set out in the preceding paragraphs in Staff Rule 3.03, might reasonably be considered to reflect unfavorably on or cause embarrassment to the Bank Group, or be in real, potential or apparent conflict with the staff member's Bank Group duties, and shall abstain from exercising any related responsibility, except as otherwise instructed by her/his senior manager with the concurrence of EBC. Disclosure shall be made promptly and in writing to the staff member's senior manager and the Financial Disclosure Program Manager. Instructions to the staff member by the senior manager and the Financial Disclosure Program Manager, to proceed with, modify or abstain from the exercise of responsibility, shall be in writing and copies shall be provided to the Financial Disclosure Program Manager. Managers shall consult with the Financial Disclosure Program Manager **before** taking action on a disclosure made under this rule.

3.03 Staff members who hold grades at level GH or above, and such other staff members as the President may designate from time to time, shall file annually with EBC, and no later than a date as determined annually in writing by EBC, a complete and accurate financial disclosure form in a manner prescribed by EBC. Staff required to file an annual financial disclosure form must include financial interests of members of their immediate family (defined in [Staff Rule 1.01, "General Provisions"](#)). If called upon to do so, the staff member shall timely provide additional information and/or documents supporting his or her financial disclosure form.

3.04 Each year, EBC shall prepare a summary of the information reported in the financial disclosure form filed by:

- i. the President,
- ii. each Managing Director,
- iii. the Chief Financial Officer,
- iv. each Executive Vice President,
- v. each Senior Vice President,
- vi. each Vice President,

- vii. the Director General, Independent Evaluation,
- viii. the Compliance Advisor/Ombudsman, IFC, and
- ix. the Chief Executive Officer, GEF.

Each filer shall sign a declaration of accuracy of the summary prepared by EBC, and the summary shall be published on the Bank Group's external website. On an annual basis, the President may exempt a filer from public disclosure based upon special circumstances.

3.05 The financial disclosure form submitted by staff shall be retained by EBC for a period of seven (7) years counted from the year of submission, then destroyed. A financial disclosure form and its supporting documents and information may be provided by EBC to other Bank Group officials or persons who the Chief Ethics Officer, EBC, determines have a legitimate business need, including an official or person conducting an initial review or further review under [Staff Rule 3.00 "Office of Ethics and Business Conduct"](#), if the financial disclosure form and supporting documents and information would be probative to the inquiry or review.

3.06 All staff members are required to consult with the Bank Group's "Entities Lists" as maintained by EBC and accessible through the EBC website prior to the purchase or trade of any security, stock, bond or other equity investment and to comply with rules (if any) restricting staff trading in restricted securities that EBC may issue from time to time. If a staff member has a question regarding the appropriateness of any trade or purchase of any security, stock, bond or equity investment, he/she should consult with EBC for specific guidance.

3.07 EBC shall notify a staff member in writing if the staff member:

- a. fails to file a financial disclosure form by the filing deadline of the reporting period. In this case, the notice from EBC shall inform the staff member that failure to file a financial disclosure form by the deadline will result in a \$200 fine to the staff member, or another amount as established annually by EBC, and additional fines may be levied and/or other disciplinary measures may be imposed, as described in [Staff Rule 3.00, Section 11](#), thereafter until such time as the staff member files a financial disclosure form, unless the staff member provides a reasonable justification acceptable to EBC; or
- b. fails to provide requested additional information by the due date. In this case, the notice from EBC shall inform the staff member that failure to provide requested additional information by the due date will result in a fine of \$200 to the staff member, or another amount as established annually by EBC, and the staff member may face additional fines and/or other disciplinary measures as outlined in [Staff Rule 3.00, Section 11](#) should s/he remain in non-compliance; or
- c. refuses to file a financial disclosure form, after being requested to do so by EBC, without reasonable justification acceptable to EBC. In this case the notice from EBC shall inform the staff member that failure to file a financial disclosure form will result in the staff member being subject to mandatory termination as provided in [Staff Rule 3.00 Section 11](#).

[Staff Rule 3.00, Section 11 \("Special Provision for Disciplinary and Decision Making Process in matters Involving Failure to Comply with Financial Disclosure Requirements"\)](#) sets forth special provisions for imposing disciplinary measures and the decision making process in matters involving failure to comply with financial disclosure requirements.

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04. Miscellaneous

4.01 Additional written rules consistent with this Rule requiring some or all staff members in an organizational unit to avoid specified kinds of financial interests and activities because of the nature of the unit or the staff member's duties may be issued by the vice president responsible for the unit. A copy of such rules shall be furnished to EBC for review for consistency with this Rule and other unit rules.

4.02 Periodically upon request from EBC, all staff members must certify that they have read Staff Rule 3.03 and are in compliance with it. Staff members unsure about compliance must provide explanation as provided for on the certification form. These certifications shall be submitted to EBC.

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03 General Obligations of Staff Members**03.04 Bank Group - Endorsed External Activities**

[01. Subject, Policy Rationale, Applicability, Definitions](#)

[02. Global Secondment Program](#)

[03. Spin-Offs](#)

[04. Outsourcing](#)

[05. Other](#)

01. Subject, Policy Rationale, Applicability, Definitions**Subject**

1.01 This Rule sets forth provisions governing the conduct of staff members as it may be impacted by their participation in certain activities with external entities on behalf of or with the endorsement of the Bank Group. This Rule was most recently amended on September 3, 2010.

Policy Rationale

1.02 The purpose of this Rule is to provide guidance to staff members in addressing conflicts of interest that may arise from their participation in endorsed activities with external entities.

Applicability

1.03 This Rule applies to all staff members and former staff members.

Definitions

1.04 "Global Secondment Program" (GSP) means the program established by the Bank Group under which staff from partner companies or organizations join the staff of the Bank group under a Special Assignment appointment.

1.05 "Partnership" means an agreement between a member of the Bank Group and a private sector entity to work together, for a common purpose, with the parties committing resources (financial, technical or personnel) to agreed activities, to be implemented by the parties in accordance with the terms of the agreement.

1.06 "Spin-Off" means an activity originally nurtured within the Bank Group, the ownership and/or operation of which subsequently has been transferred to an independent entity.

1.07 "Outsourcing" means contractual arrangements under which an outside supplier is to be responsible, on an ongoing basis, for managing and delivering a service which has been or could be provided by Bank Group staff. It does not cover relationships with individual consultants, labor contracts or one-time assignments given to other firms.

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02. Global Secondment Program

2.01 All Bank Group staff on assignment under the GSP, are subject to the obligations imposed by by

[Principle 3 under the Principles of Staff Employment](#), and the Staff Rules. Particularly, such staff members:

- a. shall avoid situations or activities that might reflect adversely on the Bank Group or compromise its operations or interests;
- b. may not use non-public information related to the business of the Bank Group or acquired during the course of employment with the Bank Group to serve the interests of, or for the benefit of, partner companies or organizations; "Non-public information" is defined as information generated by the Bank Group that has not been approved for release outside the Bank Group in accordance with the Bank Group's rules;
- c. may not use the association or employment with the Bank Group to gain special favors or benefits for the partner company or organization ;
- d. may not attempt to influence Bank Group officials on behalf of the partner company or organization;
- e. may not participate in any transaction of the partner company or organization that involves a project or entity in which they or their companies or organizations were, or are, involved; and
- f. may not participate in business solicitation activities from entities to which the Bank Group has provided, or is considering providing, financing.

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03. Spin-Offs

3.01 In consideration of the Bank Group's interest in its success, for the initial three years of the existence of a Spin-Off staff members or former staff members may assume directorships or take other positions in it on terms and conditions agreed between the Bank Group and the Spin-Off. This exemption from the provisions of [Staff Rule 3.02, Section 4](#) relating to dealings with future employers and employment after separation shall lapse after the three year period. All other applicable provisions of the Principles of Staff Employment and Staff Rules shall continue to apply.

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04. Outsourcing

4.01 Staff members affected by an outsourcing arrangement entered into between the Bank Group and a vendor may, depending on the terms and conditions of the arrangement and provisions of local law, undertake employment with the vendor, notwithstanding the provisions of [Staff Rule 3.02, Section 4](#) relating to dealings with future employers and employment after separation.

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05. Other

5.01 Staff members assigned from the Bank Group to outside entities under arrangements other than the above-mentioned, including External Service, are likewise subject to the obligations imposed by [Principle 3 under the Principles of Staff Employment](#) and the Staff Rules, including the provisions of [paragraph 2.01 of this Rule](#).

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03 General Obligations of Staff Members

03.05 Outside Interest Committee

[01. Subject, Policy Rationale and Applicability](#)

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[Annex A: Membership of the Outside Interests Committee](#)

01. Subject, Policy Rationale and Applicability

Subject

1.01 This Rule establishes an Outside Interests Committee (the "Committee") to consider outside interest matters as provided for by [Staff Rules 3.01-3.04](#). This Rule was most recently amended on April 7, 2010.

Policy Rationale

1.02 The purpose of this Rule is to provide a forum and a process for deciding on requests by staff to undertake outside activities in a personal capacity, and for staff to appeal such decisions.

Applicability

1.03 This Rule applies to all staff members.

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02. Membership

2.01. The Committee shall consist of six current staff members appointed by the Vice President, Human Resources Services as follows:

- a. Program Manager, Financial Disclosure and Conflicts of Interest (Chair);
- b. a member from Human Resources;
- c. a member from the Legal Department of the Bank, IFC or MIGA;
- d. a member from the staff at large of the Bank, IFC or MIGA; and
- e. two members nominated by the World Bank Group Staff Association.

Each member shall have an alternate to act in his or her absence, appointed in the same manner as the member, except that the alternate need not be a member of the same Bank Group organization as the member. The Manager, HR Service Center or any other HR manager who is deemed appropriate may participate in the business of the Committee with all the obligations and rights of a member except the right to vote and with an alternate appointed by the Vice President, Human Resources.

2.02. Committee members and their alternates shall be appointed for a term of two years or until the appointment of their successors, whichever is earlier. Members and alternates may be reappointed.

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03. Procedure

3.01 Requests by staff for approval to undertake outside activities in a personal capacity, as required in [Staff Rules 3.01-3.04](#), shall be decided by the Committee.

3.02 Where [Staff Rules 3.01-3.04](#) provide for approval of the Committee, the staff member must first submit the request to his or her manager indicating in writing the nature of the proposed activity, its expected duration and the remuneration expected, if any. The staff member's manager shall refer the request to the Chair of the Committee, along with his or her opinion as to whether granting the request would be consistent with paragraph 3.1 of the Principles of Staff Employment and the applicable Rule and whether he or she supports the request. A staff member whose immediate supervisor is the President may submit a request directly to the Committee.

3.03 The Committee shall endeavor to reach a decision by consensus, but may decide by vote. The Chair of the Committee, shall convey the Committee's decision and the reasons therefore to the staff member in writing. The President may overrule or modify the Committee's decision in the overriding interest of the Bank Group. The Chair of the Committee, and the staff member requesting approval shall be promptly advised in writing of the President's reason for doing so.

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04. Impartiality

4.01 The Committee members shall be impartial and shall not let themselves to be improperly influenced by anyone in the discharge of their responsibilities. The Committee members shall disqualify themselves from addressing requests about matters:

- a. with respect to which they have dealt administratively; or
- b. involving a staff member with whom they have or have had a personal relationship; or
- c. for any other reason they believe would affect their impartiality. A staff member may challenge the impartiality of a Committee member by written statement conveyed to the Chair of the Committee, before the Committee acts upon an approval or request for review by a staff member.

4.02 In the event the Chair of the Committee, disqualifies himself or herself, the request for approval shall be directed to the Alternate Chair. A Committee member who disqualifies himself or herself from advising on a request shall be replaced by his or her alternate.

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05. Appeals to the Vice President, Human Resources

5.01 Where [Staff Rules 3.01-3.04](#) provide for the Committee's approval, a staff member may appeal the decision regarding the application of these Rules to the Vice President, Human Resources within 90 calendar days following written notice of the decision. The Vice President may extend the time limit. The staff member shall set forth the decision being appealed and the reasons for contesting it, and shall append any pertinent documents. Before proceeding to the Vice President, however, the staff member will, upon request, be afforded a hearing with the Committee.

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06. Other Functions

6.01 The Chair of the Committee, shall review [Staff Rules 3.01-3.05](#) periodically and recommend changes he or she deems appropriate to the Vice President, Human Resources. The Chair of the Committee, shall also review additional rules for organizational units pursuant to [Staff Rule 3.03, paragraph 6.01](#). The Chair of the Committee, may also recommend measures to ensure that staff members are aware of the provisions of [Staff Rules 3.01-3.05](#).

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07. Requests for Committee Approval

7.01 Where Rules [3.01](#), [3.02](#), [3.03](#) or [3.04](#) provide for approval of the Committee, the staff member must first submit the request to his or her manager indicating in writing the nature of the proposed activity, its expected duration and the remuneration expected, if any. The manager shall refer the application to the Committee and provide to the Committee her or his opinion as to whether granting the request would be consistent with [Principle 3](#) of the Principles of Staff Employment and the applicable Rule and whether he/she supports the request. A staff member whose immediate supervisor is the President may submit a request directly to the Committee.

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08. Appeals to the Vice President, Human Resources

8.01 Where Rules [3.01](#), [3.02](#), [3.03](#) or [3.04](#) provide for the approval of the Committee, a staff member may appeal a decision of the Committee regarding the application of these Rules to the Vice President, Human Resources, within 90 calendar days following written notice of the decision. The Vice President, Human Resources, may extend the time limit. The staff member shall set forth the decision being appealed and the reasons for contesting it, and shall append any pertinent documents. Before proceeding to the Vice President, however, the staff member will, upon request, be afforded a hearing before the Committee.

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Annex A: Membership of the Outside Interests Committee

MEMBERSHIP OF THE OUTSIDE INTERESTS COMMITTEE . (The names of the committtee members have been removed.)

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03 General Obligations of Staff Members**03.06 Family Obligations - Spouse and (or) Child Support Obligations and Divorce**

[01. Subject, Policy Rationale and Applicability](#)

[02. Spouse and/or Child Support Obligations, Criteria, Procedure, Divorce](#)

[03. Disciplinary Proceedings](#)

[04. 'Pendente Lite' Spouse and/or Child Support Orders](#)

[05. Challenged Court Orders or Requests](#)

01. Subject, Policy Rationale and Applicability**Subject**

1.01 This Rule sets forth the procedures adopted by the Bank Group to ensure compliance by staff members with their personal legal obligations regarding spouse and child support and divorce. This Rule was most recently amended on July 1, 2009.

Policy Rationale

1.02 The purpose of this Rule is to ensure that the Bank Group's privileges and immunities are not used to shield staff members from their personal legal obligations or from the due observance of the law for those obligations involving financial support to family members through spouse and/or child support.

Applicability

1.03 This Rule applies to all staff members. This Rule does not apply to deductions from pensions to satisfy court ordered support obligations to a former spouse or separated spouse, as this would be governed by the terms of the Staff Retirement Plan and Trust.

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02. Spouse and/or Child Support Obligations, Criteria, Procedure, Divorce**Spouse and/or Child Support Obligations**

2.01 Staff members must comply with their personal legal obligations and observe applicable law, including all obligations involving financial support to family members through spouse and/or child support.

Criteria

2.02 The Bank Group may commence deductions from a staff member's salary for spouse and/or child support if all the following criteria are met:

- a. the Bank Group receives an original, copy or certified copy of a court order or request from a judicial or administrative authority that:
 - i. evidences a legal obligation of a staff member to make payment of a readily ascertainable amount or percentage of salary; and
 - ii. orders a staff member to make payments for spouse and/or child support, or evidences the staff member's underlying obligation or failure to make those payments; and
- b. the staff member fails to furnish to the Bank Group, through its Office of Ethics and Business Conduct

(EBC), evidence that he/she has complied with his/her personal legal obligations as set forth in that court order or request after being contacted by EBC in accordance with this Rule.

Procedure

Receipt of Court Orders and Requests

2.03 The Bank Group may initiate the Procedure set forth in this Rule upon receipt of a copy or original of the court order or request from a judicial or administrative authority regarding spouse and/or child support obligation(s) of a staff member. However, upon receipt of a copy or original of that court order or request the Bank Group:

- a. reserves the right to request additional information and documentation from the sender, including proof of service of the court order or request to the other party, before the Bank Group initiates the Procedure set forth in this Rule;
- b. in cases where the Bank Group receives a copy of the court order or request, the Bank Group may:
 - i. confirm with the sender his/her commitment to send the original or certified copy of the court order or request to the Bank Group within a reasonable time; and
 - ii. neither initiate nor conclude the Procedure unless and until the original or certified copy of that court order or request is received by the Bank Group within a reasonable time.

For the purpose of this Rule, a certified copy means a copy stamped or otherwise certified by a competent authority who can verify and attest that the copy is the same as the original.

2.04 Upon receipt of a court order or request from a judicial or administrative authority regarding spouse and/or child support obligation(s) of a staff member pursuant to paragraph 2.03 of this Rule, the Bank Group will respond to the sender of that court order or request and, when no additional information and documentation is required from the sender, forward the matter to EBC. EBC will contact the staff member concerned and advise him/her of the need to comply with his/her personal legal obligations as set forth in the court order or request. If, within five (5) business days of such contact with the staff member, the staff member has not furnished EBC with evidence establishing compliance with the court order or request, EBC:

- a. may authorize deductions of the amounts for spousal and/or child support from the staff member's salary in accordance with the court order or request, provided, however, that the court order or request meets the criteria described in paragraph 2.02 (a) of this Rule; or
- b. if, however, the staff member's salary is not processed through payroll (i.e., STCs and STTs) EBC (i) shall notify the staff member in writing of his/her failure to demonstrate that compliance and (ii) will submit to the Vice President, Human Resources, the record of EBC's communications with a staff member pursuant to [Staff Rule 3.00 Office of Ethics and Business Conduct, Section 12](#). The Vice President, Human Resources, will decide, based on the record, whether the staff member's noncompliance constitutes misconduct and, if so, what disciplinary measures from [Staff Rule 3.00 Section 10](#) to impose.

Repeater Submissions of Court Orders or Requests

2.05 In cases where the Bank Group receives a subsequent court order or request regarding the same staff member and spouse and/or child support obligation(s), or receives a complaint about a late or partial payment for an already ordered spouse and/or child support obligation(s), together with the court order or request, EBC shall notify the staff member concerned in writing. The staff member has three (3) business days from the date of that written notification to demonstrate to the satisfaction of EBC that he/she has made satisfactory electronic payment arrangements for the amounts due. If the staff member fails to make those payment arrangements, EBC may authorize deductions of the amounts for spousal and/or child support from the staff member's salary in accordance with the court order or request, provided, however, that the court order or request meets the criteria described in paragraph 2.02 (a) of this Rule.

Commencement of Salary Deductions

2.06 Deductions from a staff member's salary, in accordance with this Rule, will commence as of the first salary payment, in accordance with [Staff Rule 6.01 \(Compensation\) paragraph 6.02](#), to be made to the staff member following the Bank Group's decision to make such deductions. The amounts deducted shall be directed to the person or authority named as recipient of those payments by the court order or request received by the Bank

Group.

Divorce

2.07 Notwithstanding paragraph 2.08 of this Rule, in order to be accepted by the Bank Group as a court order for purposes of this Rule, Divorce decree(s) (or equivalent) establishing spouse and/or child support obligations of a staff member at the time of divorce must fulfill the criteria set forth in paragraph 2.02(a) of this Rule. If EBC, in consultation with the Legal Department, determines that the Divorce decree (or equivalent) fails to satisfy the criteria set forth in paragraph 2.02(a) of this Rule, the party requesting action by the Bank Group based on that Divorce decree (or equivalent) must furnish to the Bank Group another document that fulfills the criteria set forth in paragraph 2.02(a) of this Rule before the Bank Group commences the Procedure set forth in this Rule.

2.08. When the Bank Group is presented with two (2) or more Divorce decrees (or equivalent) from different jurisdictions regarding the same staff member and spouse, the Manager, Human Resources Service Center, or a designated official, may decide not to take any further action with respect to personnel and compensation matters until the Bank Group receives evidence from a court of competent jurisdiction finally adjudicating the matters in dispute.

2.09. When the Bank Group is presented with a Divorce decree (or equivalent), the Manager, Human Resources Service Center, or a designated official, may notify the other spouse concerned that the Divorce decree was received by the Bank and that the Bank Group will process the Divorce decree accordingly. If the other spouse concerned provides evidence within thirty (30) calendar days of receipt of that notice that the Divorce decree (or equivalent) is being challenged in a court of competent jurisdiction, the Human Resources Service Center may suspend taking any further action with respect to personnel, benefits and compensation matters relating to the divorce until the Bank Group receives evidence from a court of competent jurisdiction finally adjudicating the matters in dispute.

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03. Disciplinary Proceedings

Disciplinary Proceedings

3.01 Staff members will be held accountable for failure to comply with their personal legal obligation(s) by having amounts due pursuant to a court order or request deducted from their salary in accordance with this Rule. Deductions from salary made pursuant to this Rule are not disciplinary measures. However, in addition to deductions from salary pursuant to this Rule, staff members may be subject to disciplinary measures under [Staff Rule 3.00, Office of Ethics and Business Conduct, Section 12](#) for failure to comply with their personal legal obligation(s), including payment of court-ordered spousal and child support.

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04. 'Pendente Lite' Spouse and/or Child Support Orders

4.01 The Bank Group will enforce *Pendente Lite* spouse and/or child support orders in accordance with this Rule provided those *Pendente Lite* orders fulfill the legal requirements set forth in paragraph 2.02(a) of this Rule. For purpose of this paragraph, *Pendente Lite* orders mean orders that are contingent on the outcome of litigation.

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05. Challenged Court Orders or Requests

5.01 The Bank Group may honor the court order or request establishing spouse and/or child support as received by the Bank Group and in accordance with this Rule unless the staff member furnishes to the Bank Group an original or certified copy of a document from a competent authority that supersedes the court order or request as received by the Bank Group.

5.02 If any court order or request is cancelled or changed, the Bank Group will not recover from the payee any amounts paid as specified in paragraph 2.06 of this Rule prior to the cancellation or change to the court order or request. The Bank Group will not reimburse the staff member for any amounts paid prior to the Bank's receipt of the original or certified copy of the court order or request cancelling or changing the prior court order or request.

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04 Entering Employment

04.01 Appointment

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01. Subject and Applicability

Subject and Policy Rationale

1.01 This Rule sets forth provisions governing the Bank Group's recruitment and appointment of staff. The Bank Group's recruitment policy is to recruit staff members of the highest calibre through a competitive selection process based on criteria determined by the needs of the Bank Group and the requirements of the position, paying due regard to the importance of recruiting staff on a diverse basis. This Rule was most recently amended on July 1, 2010.

Applicability

1.02 Except where otherwise specified, the provisions of this Rule apply to all staff members.

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02. Types of Appointments

2.01 The types of appointments to the staff of the Bank Group are specified below:

- a. **Regular Appointment** is a full-time appointment of indefinite duration made before July 1, 1998.
- b. **Local Staff Regular Appointment** is a full-time appointment of indefinite duration, made before July 1, 1998, of a person recruited to serve at a Bank Group country office.
- c. **Open-Ended Appointment** is an appointment of indefinite duration made after June 30, 1998.
- d. **Term Appointment** is an appointment for a specified duration of a minimum of one year and a maximum of five years per appointment except:
 - i. a staff member who joins the Bank Group under the Junior Professional Associate Program can be appointed for a maximum of two years, and;
 - ii. for a staff member appointed to an Administrative Client Support position in the Executive Directors' offices whose appointment will end with the term of an Executive Director unless the Executive Director decides that the appointment will be renewed, extended or

terminated at an earlier date.

- e. **An Executive Director's Advisor appointment** is coterminous with the term of an Executive Director unless the Executive Director decides that the appointment will be renewed, extended or terminated at an earlier date.
- f. **Special Assignment Appointment** is a full-time appointment without pay, and, except as approved by the Manager, HR Service Center, or a designated official, without benefits, of an official of a member country, regional agency, development bank, international organization or private enterprise to the staff of the Bank Group for the purpose of receiving or using experience and contributing to the Bank Group's work program.
- g. **Extended Term Temporary Appointment** is a full-time appointment at the equivalent of Grades A – D for a minimum of one year, renewable for a second year, subject to a lifetime maximum of two years for all Extended Term appointments.
- h. **Extended Term Consultant Appointment** is a full-time appointment at the equivalent of grade GE or above for a minimum of one year, renewable for a second year, subject to a lifetime maximum of two years for all Extended Term appointments.
- i. **Short Term Temporary Appointment** is a periodic appointment, with or without pay and without benefits, at the equivalent of grades GA-GD for a maximum of 1,200 hours inclusive of overtime in a fiscal year. Service performed for the Bank Group under a Bank Group appointment will be counted towards the 1,200 hour limit. In the case of a former staff member, service performed for the Bank Group through a vendor or temporary agency will be counted towards the 1,200 hour limit.
- j. **Short Term Consultant Appointment** is a periodic appointment, with or without pay and without benefits, at the equivalent of grades GE or above for a maximum of 150 days in a fiscal year. Service performed for the Bank Group under a Bank Group appointment will be counted towards the 150 day limit. In the case of a former staff member, service performed for the Bank Group through a vendor or temporary agency will be counted towards the 150 day limit.

Coterminous Appointments

2.02 An Open-Ended or Term appointment is coterminous if it is 100 percent funded from sources other than the Bank Group's administrative budget. The Bank Group may terminate the appointment after one year if the funding source terminates or reduces the funding for the position.

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03. Recruitment

3.01 See below:

- a. **Local Recruitment.** Positions at grades GA-GE or equivalent are subject to local recruitment. These are positions where global mobility and international experience are not essential. In circumstances where
 - i. required skills cannot be obtained by local recruitment, or
 - ii. global mobility and international experience are essential, international recruitment may be authorized by the Senior Manager with the concurrence of the Manager, Human Resources Team or the IFC Manager, Recruitment. Positions in country offices, irrespective of level, are subject to local recruitment. Local recruitment in country offices ensures depth of country knowledge and practice and is the critical complement to international recruitment.
- b. **International Recruitment.** Positions at grades GF or equivalent and above are subject to

international recruitment. These are positions where global mobility and international experience are essential. In circumstances where positions do not require global mobility and international experience, local recruitment may be authorized by the Senior Manager with the concurrence of the Manager, Human Resources Team or the IFC Manager, Recruitment. Positions in country offices, irrespective of level, are subject to local recruitment.

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04. Appointment

Offer of Appointment

4.01 An offer of appointment to the staff of the Bank Group is made by a letter of appointment signed by the Vice President, Human Resources Services, or the Manager, IFC Recruitment , or a designated official. The letter establishes conditions for employment which must be met by the selected candidate prior to entry on duty and includes the appointment type, entry on duty date, entry level salary, and, where applicable, grade and probationary period.

Acceptance of Appointment

4.02 An appointment is accepted upon receipt by the Bank Group of the countersigned letter of appointment by the selected candidate.

Withdrawal of Offer of Appointment

4.03 The Vice President, Human Resources Services, the Manager, HR Service and Support Center, the Manager, IFC Recruitment , or a designated official may withdraw a letter of appointment before it has been accepted or before conditions precedent to the selected candidate's entry on duty have been met.

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05. Limitations on Appointment

Age Limitations

5.01 Persons who have reached their 18th birthday and have not reached their 61st birthday may be appointed to an Open-Ended or Term appointment. Candidates for the Junior Professional Associate's Program may not have reached their 29th birthday at the time of appointment. Candidates for the Junior Professional Officer's Program may not exceed age 32 at the time of appointment. Candidates joining the Young Professionals Program may not have reached their 32nd birthday as of September 30 in a given selection year, unless otherwise determined by the Administrator, Young Professionals Program.

Spouses and Domestic Partners

5.02 The spouse or domestic partner of a staff member who meets the normal selection standards may be employed by the Bank Group. A husband and wife or domestic partners may be assigned to the same vice presidency or department, if neither supervises the other, directly or indirectly, and their duties are not likely to bring them into routine professional contact. They may not be assigned to the same division or equivalent unit. A spouse or a domestic partner of a staff member may be assigned to the same country office, provided that neither supervises the other, directly or indirectly, and provided that the Vice President responsible for the country office, in consultation with the Manager, Human Resources Service Center or the IFC Manager, Recruitment, approves the assignment.

Close Relatives

5.03 A staff member is required to inform the Manager, Human Resources Service Center when s/he learns that his/her Category I or Category II relative (Close Relative) is working or applying for employment with Bank Group. This applies to close relatives who perform services for the Bank Group under a Bank Group appointment or as an employee of a firm, and to the close relatives of Executive Directors, Alternate Executive Directors, and Senior Advisors to the Executive Director. The term **Cousin** means the son or daughter of an uncle or aunt, and **uncle** and **aunt** mean the brother or sister, respectively, of one's mother or father when the relationship is by blood or adoption. The spouse of an uncle or aunt is not a close relative by reason of marriage.

- a. **Category I Relatives.** The following Close Relatives, including relatives by blood or adoption, are eligible for employment:

Mother	Son
Father	Daughter
Sister	Aunt
Half-sister	Uncle
Brother	Niece
Half-brother	Nephew

- b. **Category II Relatives.** The following Close Relatives, including relatives by adoption, and domestic partners of close relatives are eligible for employment provided that they are not assigned to the same division or equivalent unit, and neither supervises the other, directly or indirectly, and their duties are not likely to bring them into routine professional contact:

Whole Relationships	Step Relationships	Half Relationships	Domestic Relationships
Daughter-in-law	Mother	Aunt	Mother
Son-in-law	Father	Uncle	Father
Sister-in-law	Sister	Niece	Sister
Brother-in-law	Brother	Nephew	Brother
Mother-in-law	Daughter	.	Daughter
Father-in-law	Son	.	Son
Grandmother	Aunt	.	.
Grandfather	Uncle	.	.
Granddaughter	.	.	.
Grandson	.	.	.
Cousin	.	.	.

Advocacy of the Appointment of a Spouse, Domestic Partner, or a Close Relative

5.04 Staff members may not recommend the appointment of a spouse, domestic partner, close relative, or domestic partner of a close relative. A staff member who tries to influence such an appointment may be subject to proceedings pursuant to [Rule 3.00: Office of Ethics and Business Conduct](#) and such advocacy renders the applicant ineligible for employment.

Conflict of Interest

5.05 The selecting manager must ensure that the proposed employment is consistent with [Principle 3](#) under the [Principles of Staff Employment](#), "General Obligations of Staff Members," and [Rule 3.01, "Outside Activities and Interests."](#) In case of doubt, the selecting manager should consult with his/her senior manager and with the Office of Ethics and Business Conduct as to the suitability of the appointment.

Visas

5.06 Visa, when used with reference to an appointment in the United States (U.S.), includes refugee status, asylum and parole. Visa requirements are as follows:

- a. Staff members assigned to a position in the U.S. who are not citizens of the U.S. must be in U.S.

permanent resident status or in possession of a valid work authorization or visa which permits them to take employment with an international organization at the time their appointment becomes effective.

- b. Staff members assigned to a place other than the U.S. must be in compliance with residence, work authorization or visa requirements for employment with international organizations in the country to which they are assigned.

Medical Clearance

5.07 For positions subject to international recruitment under an Open-ended, Term or Coterminous appointment where the initial duty station on appointment will be a Country Office, the candidate and accompanying eligible dependents, must have obtained medical clearance from the Director, Health Services Department, or a Health Services Physician before the appointment becomes effective.

Security Clearance

5.08 Before an appointment to the staff of the Bank Group becomes effective, Corporate Security, General Services Department, must complete a pre-employment security screening for the selected candidate for any Open-Ended, Term, Extended Term Consultant, Extended Term Temporary or Special Assignment appointment except as provided in paragraph 5.09 of this rule. Security screening is not required upon changing to another appointment type or for reappointment following termination, if the staff member has completed prior security screening within the prior five years.

5.09 Security screening may be completed after an appointment becomes effective only if the hiring manager and the staff member have both acknowledged and agreed in writing that if the staff member fails the Pre-employment Screening, his/her employment may be terminated immediately, without severance or resettlement benefits. A staff member's access to confidential data systems may be restricted until the pre-employment security screening has been completed.

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06. Extensions

6.01 See below:

- a. A Term appointment may be extended for any period by the manager responsible for the position, provided that any given extension does not exceed five years. The number of successive extensions or renewals of appointments of one year or less within the same VPU is limited to three.
- b. A Junior Professional Associate holds a term appointment which is subject to a maximum of two years and may not be extended.
- c. A Junior Professional Officer appointment is a term appointment with co-terminous funding. The initial appointment is for one year, with an extension for an additional one or two years.
- d. An Extended Term Consultant or an Extended Term Temporary appointment may be extended by the manager responsible for the position, subject to the appointment's maximum duration of two years.

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07. Changes in Types of Appointment

7.01 The manager responsible for a position, with the concurrence of the Manager, Human Resources Team, the IFC Manager, Recruitment, or a designated official, may authorize a staff member's change from one type of appointment to another provided that the staff member meets the eligibility criteria for the type of appointment to which the staff member is changing, including clearance by the appropriate sector board or staffing group, where applicable, and the staff member agrees to the change of appointment. A staff member changing from a Regular, Open-Ended, or Local Staff Regular

appointment to a Term appointment must agree to the change in writing. A staff member holding a Regular, Open-Ended, Local Staff Regular or Term appointment may not change to an Extended Term Consultant or Extended Term Temporary appointment.

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08. Reappointment

Reappointment after Resignation or Expiration of Term Appointment

8.01 A staff member who held a Regular, Local Staff Regular, Open-Ended, Fixed-Term, Local Staff Fixed-Term or Term appointment, whose performance was fully satisfactory, and whose employment with the Bank Group ended by resignation or on the expiration of the Term, Fixed-Term or Local Fixed-Term appointment, may be reappointed to:

- a. a Short Term Consultant or Short Term Temporary appointment; or
- b. any other appointment, provided that the Bank Group has not incurred resettlement expenses on behalf of the staff member, in which case such reappointment may occur two years after the effective date of his/her termination.

In exceptional circumstances, the manager responsible for the position, in consultation with the Manager, Human Resources Service Center, or the IFC Manager, Recruitment, may authorize a reappointment before these time limits have expired.

A staff member who received an Expiration Payment under [Staff Rule 7.02, paragraph 13](#) may not be reappointed to the staff of the Bank Group in any capacity for the period of time equal to the number of months pay included in such payment.

Reappointment after Retirement

8.02 Except as provided in paragraphs 8.03 and 8.04, a former staff member may be reappointed to a Short Term Consultant or Short Term Temporary appointment and may work up to 190 days or 1,520 hours per fiscal year if the former staff member:

- a. is receiving a pension under the Staff Retirement Plan;
- b. is enrolled in the Retiree Medical Insurance Plan or the Retiree Medical Benefits Plan; or
- c. terminated Bank Group employment due to reaching the mandatory retirement age.

In exceptional circumstances the Manager, Human Resources Service Center, or the IFC Manager, Recruitment, may authorize an Open-Ended, Term, Extended Term Consultant or Extended Term Temporary reappointment.

Service performed for the Bank Group by a former staff member, as an employee of a firm, regardless of the source of funding, will contribute towards that staff member's maximum length of an STT or STC appointment.

Reappointment After Redundancy

8.03 The provisions for reappointment after redundancy are as follows:

- a. A former staff member whose employment terminated with severance payments effective on or after July 1, 1997 as a result of redundancy may not be reappointed to an Open-Ended, Term, Extended Term Consultant, Extended Term Temporary, Short Term Consultant or Short Term Temporary appointment.
- b. A former staff member whose employment terminated with severance payments effective before July 1, 1997 as a result of redundancy may not be reappointed to an Open-Ended, Term, Extended Term Consultant or Extended Term Temporary appointment, but may be reappointed as a Short Term Consultant or Short Term Temporary for up to 120 days per fiscal year. Service performed for the Bank Group under a Bank Group appointment or as an employee of a firm, regardless of the source of funding, will count toward this limit.

- c. A former staff member whose employment terminated as a result of redundancy but who waived severance payments may be reappointed in accordance with paragraphs [8.01](#) and [8.02](#).

Reappointment After Mutually Agreed Separation

8.04 A former staff member whose employment terminated with severance payments under mutually agreed separation may not be reappointed to an Open-Ended, Term, Extended Term Consultant or Extended Term Temporary appointment, but may be reappointed as a Short Term Consultant or Short Term Temporary as follows:

- a. For a maximum of 30 days in the fiscal year during which separation took place, 30 days in the next fiscal year, and 120 days per fiscal year thereafter. Service performed for the Bank Group under a Bank Group appointment or as an employee of a firm, regardless of the source of funding, will count toward this limit.
- b. A former staff member whose employment terminated as a result of a mutually agreed separation but who waived severance payments may be reappointed in accordance with paragraphs [8.01](#) and [8.02](#).

Reappointment after Termination for Misconduct, Unsatisfactory Performance and Non-Confirmation of Appointment

8.05 A former staff member whose employment terminated because of non-confirmation of appointment under [Rule 7.01, section 6](#), for misconduct under [Rule 7.01, section 10](#), or for unsatisfactory performance under [Rule 7.01, section 11](#), may not be reappointed.

Reappointment after Recovery from Disability

8.06 In the event a staff member who has retired on a disability pension under the provisions of the Staff Retirement Plan, or who has terminated under the provisions of the Disability Program, recovers, the Bank Group will endeavor to find a position for that person provided that the staff member had a history of satisfactory performance.

Reappointment after Participation in the Junior Professional Associate Program

8.07 Unless selected for the Young Professionals Program or the IFC's Global Transactions Team Program, a former staff member who has participated in the Junior Professional Associate Program may not be reappointed to an Open-Ended, Term, Extended Term Consultant, Extended Term Temporary, Short Term Consultant or Short Term Temporary appointment for a period of two years from the date that the staff member terminated from the Junior Professional Associate Program.

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04 Entering Employment

04.02 Probation

[01. Subject, Policy Rationale, and Applicability](#)

[02. Probationary Period](#)

[03. Decisions on Confirmation of Appointment](#)

01. Subject, Policy Rationale, and Applicability

Subject and Policy Rationale

1.01 This Rule sets forth provisions governing the probationary period served by staff members when they enter employment with the Bank Group. The purpose of the probationary period is to assess the suitability of the Bank Group and the staff member to each other. This Rule was most recently amended on January 24, 2011.

Applicability

1.02 The provisions of this Rule apply to all staff members holding Open-Ended and Term appointments, including staff who are reappointed following a break in service.

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02. Probationary Period

Length of Probation

2.01 The length of probation shall normally be one year. The probationary period may be extended by the staff member's Manager in consultation with the next-in-line Manager. The maximum probationary period shall not exceed two years.

Evaluation During the Probationary Period

2.02 During the probationary period, the Manager or Designated Supervisor shall:

- a. as soon as practicable, meet with the staff member to establish the staff member's work program; and
- b. provide the staff member feedback on the staff member's suitability and progress based on achievement of the work program, technical qualifications and professional behaviors.

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03. Decisions on Confirmation of Appointment

Confirmation

3.01 At any point during or at the end of the probationary period, a decision to confirm a staff member's appointment shall be made by the staff member's Manager or Designated Supervisor, in consultation with the next-in-line Manager, based on a written assessment of the staff member's performance, technical qualifications and professional behaviors. The effective date of confirmation shall be the date specified by the Manager or Designated Supervisor. The staff member will receive written or electronic notice of confirmation. Salary increases upon confirmation are governed by [paragraph 3.06 of Rule 6.01, "Compensation."](#)

Non-Confirmation

3.02 At any point during or at the end of the probationary period, the staff member's Manager may recommend to end a staff member's employment by non-confirmation of appointment. The written recommendation to not confirm must be supported by: prior written notice to the staff member concerning deficiencies in his/her performance, technical qualifications, or professional behaviors; reasonable guidance and opportunity to demonstrate suitability for the position, and warning that failure to do so may result in termination. The staff member shall be provided an opportunity to comment on the recommendation. The recommendation, together with any comments of the staff member, shall be submitted to the Manager's Manager (at Level GI or above) for decision, which shall be made in consultation with the Manager, Human Resources Team and with notice to the staff member's Vice President. Termination procedures are specified in [Section 6 of Staff Rule 7.01](#).

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04 Entering Employment

04.03 Benefits on Appointment

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01. Subject and Policy Rationale, Applicability and Definitions

Subject and Policy Rationale

1.01 This Rule sets forth the provisions governing the benefits extended by the Bank Group to provide reasonable assistance to staff members who relocate on appointment to the Bank Group. This Rule, as revised, is effective May 1, 2008.

Applicability

1.02 Except where otherwise specified in the text, this Rule applies to staff members appointed to Open-Ended, Term, or Executive Director's Assistant appointments in positions subject to international recruitment.

Definitions

1.03 In addition to the definitions in Rule 1.01, for purposes of this Rule, the following definitions apply:

- a. **Designated Official** refers to the individual authorized to act for the responsible manager.
- b. **Residence.** The terms "residence", "resident," "resided", and "residing" refer to the location of the staff member's actual place of abode as determined by the Bank Group.
- c. **Inter-Continental Move.** The term "inter-continental move" refers to a move from one continent to another, as determined by the Bank Group's Human Resources Service Center.
- d. **Intra-Continental Move.** The term "intra-continental move" refers to a move within the same continent, as determined by the Bank Group's Human Resources Service Center.

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02. Eligibility

Eligibility on Appointment, Change of Appointment or Reappointment at Headquarters

2.01 **Appointment.** A staff member appointed to a position subject to international recruitment at headquarters will be eligible for the relocation benefits specified in this Rule, as follows:

Period of Residence in the Duty Station Area	Relocation Benefits
--	---------------------

prior to Appointment to the Bank Group	
Less than 12 months	All
12 months or more	None

2.02 Change of Appointment. A staff member who changes from an Extended Term Consultant, Extended Term Temporary, Short Term Consultant or Short Term Temporary appointment to an Open-Ended or Term appointment in a position subject to international recruitment at headquarters will be eligible for relocation benefits specified in this Rule, as follows:

Period of Residence in the Duty Station Area Prior to Change of Appointment in the Bank Group	Relocation Benefits
Less than 12 months	- Relocation grant offset by whatever amounts may have been previously received for relocation under any other Bank Group program.
12 months or more but less than 2 years	- Relocation travel for staff member's immediate family not resident in the duty station area - Shipment of the staff member's personal and household effects by surface freight, storage and insurance
2 years or more	None

2.03 Reappointment. A staff member previously employed by the Bank Group under a Regular, Open-Ended, Term, Fixed-Term, or Executive Director's Assistant appointment who is reappointed to a position subject to international recruitment at headquarters will be eligible for the relocation benefits specified in this Rule, as follows:

- a. If the period between termination of previous appointment and reappointment is less than 2 years:

Period of Residence in Duty Station Area Prior to Reappointment to the Bank Group	Relocation Benefits
Less than 12 months	- Relocation travel for the staff member and immediate family not resident in the duty station area - Shipment of the staff member's personal and household effects by surface freight, storage and insurance
12 months or more	None

- b. If the period between termination of previous appointment and reappointment is 2 years or more:

Period of Residence in Duty Station Area Prior to Reappointment to the Bank Group	Relocation Benefits
Less than 12 months	All
12 months or more	None

2.04 Limitation. The Bank Group will not pay relocation benefits to the extent that they duplicate benefits provided by the staff member's previous employer, or the employer of the staff member's spouse.

Eligibility on Appointment, Change of Appointment or Reappointment Outside Headquarters

2.05 A staff member who is appointed, changes appointment, or is reappointed to an Open-Ended, Term, or Executive Director's Assistant appointment in a position subject to international recruitment and is posted directly to a duty station outside headquarters on an extended assignment will be eligible for benefits as specified in [Rule 6.17's 2.03, 2.04, 2.05 and 2.06](#), in lieu of the benefits specified in this Rule.

Eligibility of Staff Members Appointed to Positions Subject to Local Recruitment and Staff Members Holding Extended Term Consultant or Extended Term Temporary Appointments.

2.06 A staff member appointed to an Open-Ended or Term appointment in a position subject to local recruitment will not be eligible for the relocation benefits specified in this Rule. However, hiring managers may provide, from their administrative budgets, a cash allowance of up to \$10,000 to assist with costs associated with relocation.

2.07 A staff member appointed to an Extended Term Consultant or Extended Term Temporary appointment will not be eligible for the relocation benefits specified in this Rule. However, hiring managers may provide, from their administrative budgets, a cash allowance of up to \$5,000 to assist with costs associated with relocation.

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03. Relocation Travel and Grant

Travel

3.01 **Mode and Class of Travel.** The Bank Group will provide a staff member and immediate family members relocation travel to the duty station by the most direct and cost-effective route as follows:

- a. less than first class air, or
- b. first class rail or bus where no air travel facilities are available for all or a portion of the relocation travel; or
- c. payment for mileage for travel by private or rental automobile in the amount specified in Administrative Manual Statement 3.10, "Operational Travel Reimbursement Policy and Procedures" for all or a portion of the relocation travel.

3.02 **Travel of Children.** When traveling by air, children aged 6 months or older will be eligible for a child's fare with a confirmed seat. Children less than 6 months will be eligible for an infant fare with no seat. The fares will be determined in accordance with airline regulations. Children traveling by rail or bus will be provided with the most cost-effective fares available under the regulations of the carrier.

3.03 **Origin of Relocation Travel.** Relocation travel of a staff member and immediate family members will be from the location of a staff member's residence, or from any other place approved by the Manager, Human Resources Service Center, or designated official, provided that the cost borne by the Bank Group does not exceed the cost of travel from the location of a staff member's residence to the duty station.

Relocation Grant

3.04 The Bank Group will pay a relocation grant to a staff member to help defray costs associated with preparations during a move to and settling in at a new duty station, including the cost of transporting pets. The amount of the relocation grant will be \$12,000 for a staff member without dependent children, and \$15,000 for a staff member with dependent children.

Limitations

3.05 **Time Limit.** Relocation travel must be completed within 12 months after a staff member's entry on duty.

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04. Shipment of Personal and Household Effects

Personal and Household Effects

4.01 The Bank Group will provide for the shipment of a staff member's personal and household effects to the duty station as follows:

- a. **Excess Baggage Grant.** The staff member will receive a lump-sum **Excess Baggage Grant** of \$1,800.
- b. **Shipment of personal and household goods.** The Bank Group will provide surface shipment for up to a 40 ft. container of personal and household goods via the most cost effective route and mode of transportation.

Origin of Shipment

4.02 Shipment of a staff member's personal and household effects will be from the location of the staff member's residence, or from any other place approved by the Manager, Human Resources Service Center, or designated official, provided the cost borne by the Bank Group does not exceed the cost of shipment from the location of the staff member's residence to the duty station.

4.03 Limitations

- a. The Bank Group will not arrange or pay for the transportation, shipment, storage, or insurance of pets, livestock or other animals, plants, firearms, ammunition, heavy machinery, watercraft, aircraft, or motor vehicles.
- b. Shipment of a staff member's personal and household effects must be completed within 12 months after the staff member's entry on duty.

4.04 Only one surface freight shipment of personal and household effects will be transported at Bank Group expense. Should a staff member present in advance a valid reason for not shipping all of the personal and household effects in one shipment, an exception may be authorized by the Manager, Human Resources Service Center, or a designated official, to ship two 20 ft. containers in place of one 40 ft. container, subject to the following:

- a. The two 20 ft. containers must either have the same destination or the same point of origin.
- b. The cost of the split shipment will be limited to the cost of shipping one 40 ft. surface container from the staff member's residence to the duty station via the most cost effective route and mode of transportation. Any excess costs will be born by the staff member.

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05. In-Transit Storage of Personal and Household Effects

5.01 The Bank Group will provide for commercial storage of a staff member's personal and household effects for a total of 90 days, whether at the place of origin or destination of the shipment, while they are in transit. Staff will be responsible for covering the cost of any storage in transit in excess of 90 days.

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06. Insurance and Customs Charges

Insurance

6.01 The Bank Group will provide for the insurance of a staff member's personal and household effects while in transit or storage as follows:

- a. full premium for up to \$200,000 of insurance coverage; and
- b. one half of the premium for any additional insurance coverage.

Customs Charges

6.02 The Bank Group will not pay any customs, import, export or related charges which may be levied on the shipment of a staff member's personal and household effects.

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07. Optional Removal Grant

7.01 At the option of a staff member, the Bank Group will pay an optional removal grant in lieu of any and all benefits provided under sections 4, 5, and 6 of this Rule as follows:

- a. For inter-continental moves, staff with a family size of 2 or more may be eligible to receive \$14,000; staff with a family size of 1 may be eligible to receive \$10,000.
- b. For intra-continental moves, staff with a family size of 2 or more may be eligible to receive \$12,000; staff with a family size of 1 may receive \$8,000.

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05 Organization and Personnel Management

05.01 Reassignment

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth provisions governing the reassignment of staff members of the Bank Group. This Rule, as revised, is effective November 3, 2003.

Applicability

1.02 This Rule applies to all staff members holding Regular, Open-Ended and Term appointments.

Definitions

1.03 In this Rule:

- a. Reassignment means any transfer of a staff member from one position to another at the same grade or to or from an ungraded position in a field office.
- b. Non-Managerial Position means a position other than division chief, equivalent to division chief or higher. A position equivalent to division chief is one for which the immediate supervisor is at the level of department director or above, or a position so designated by the responsible vice president.
- c. Designated Official means a Manager, Human Resources Team, a Human Resources Officer, or a Human Resources Counselor. In the case of the functions of the Manager, Human Resources Service Center, the IFC Vice President, Human Resources and Administration, or Manager, Recruitment Unit, it means a staff member designated for the purpose by him.

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02. Reassignment at the Initiative of the Bank Group

2.01 A staff member may be reassigned at any time at the initiative of the Bank Group as provided below.

Planned Periodic Reassignments

2.02 Staff members in positions at grades GF-GH whose professional disciplines are utilized in more than one department may be subject to planned periodic reassignment.

Reassignment Initiated by the Vice President, Human Resources, Director, Human Resources, or the IFC Executive Vice President

2.03 The Vice President, Human Resources (with respect to all positions), or the Director, Human Resources (with respect to positions at grades GH and below), may reassign a staff member within the Bank or MIGA when the interests of the Bank Group require it. The IFC Executive Vice President may reassign a staff member within IFC when the interests of the Bank Group require it. The Director, Human Resources, shall reassign a staff member who marries or registers as a domestic partner of a staff member assigned to the same vice presidency, department, or other unit, if one spouse or domestic partner supervises the other, directly or indirectly, or their duties are likely to bring them into routine professional contact. If two staff members assigned to the same department or unit (other than a vice-presidential unit) marry each other or register as domestic partners, one of the staff members shall be reassigned except as the Director, Human Resources, decides.

Reassignment Within a Vice-Presidential Unit

2.04 A staff member may be reassigned within a vice-presidential unit at any time by a senior manager to meet the work program needs of the vice-presidential unit.

Reassignment Within the Same Department

2.05 A department director, or the senior manager responsible for the position, may reassign a staff member to a non-managerial position within the department or unit to which the staff member is currently assigned after consultation with the staff member and the Manager, Human Resources Team, or a designated official.

Reassignment of Redundant Staff

2.06 A staff member who has been given notice that his employment is redundant and may be terminated under [Section 8 of Rule 7.01, "Ending Employment,"](#) may be reassigned by the Vice President, Human Resources or Director, Human Resources, for Bank or MIGA staff, or the IFC Vice President, Human Resources and Administration, for IFC staff, or a designated official, at any time prior to the staff member's receipt of notice of termination.

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03. Reassignment at the Initiative of the Staff Member

3.01 Staff members may specify their assignment interests during the performance management process provided for in [Rule 5.03, "Performance Management Process."](#) Staff members shall advise their managers of their intention to apply to announced vacancies.

Minimum Time in Assignment

3.02 Subject to [Section 2](#) above, the minimum time in assignment before a staff member is eligible for reassignment shall be two years for staff members in positions at grades GA-GE, three years for staff members in positions at grades GF or higher, and four years for staff members in positions at grades GH or higher in regional vice-presidential units, unless otherwise agreed by the staff member's manager and the staff member.

Job Posting System (JPS)

3.03 When a non-managerial position at levels GH and below becomes vacant, it shall be announced in the JPS unless it is filled by a staff member being reassigned under any of the provisions of [Section 2 of this Rule](#) or the Manager, Recruitment Unit, or a designated official, decide the position should be filled externally. Staff members eligible for reassignment who wish to be considered for the vacancy shall respond to the JPS announcement and shall inform the current manager. The manager shall indicate to the staff member any constraints regarding the release date which shall be included in the application, in accordance with [paragraph 6.01 of this Rule](#).

Office Support Rotational Program (OSRP)

3.04 This Paragraph applies to Bank Group staff members holding Regular appointments at grades GA-GD who are assigned to a position in the occupational stream of Office Support Job Family. A staff member who meets these criteria may apply for participation in the OSRP if he has been given notice that his employment is redundant and may be terminated under [Section 8 of Rule 7.01, "Ending Employment."](#) The application for participation in the OSRP shall be made within six months following the staff member's receipt of such notice. The decision to accept the staff member for participation in the OSRP shall be made by an advisory panel organized for this purpose in consultation with the Manager, Recruitment Unit, or a designated official, taking into account the staff member's performance and the Bank Group's need for his skills and qualifications. If accepted, the staff member's agreement to participate in the OSRP shall include the following terms:

- a. participation shall be for a maximum period of 24 months;
- b. upon participation in the OSRP, the staff member's appointment shall be converted to a Fixed-Term appointment for a period of two years, and the provisions of [Section 8 of Rule 7.01, "Ending Employment,"](#) including the provisions for severance payments, shall cease to apply;
- c. while participating in the OSRP, the staff member shall seek positions outside OSRP for which he qualifies through the JPS and shall be eligible to use the facilities of the Job Search Center;
- d. the staff member may accept reassignment to another position or assignment to a lower level position at any time during his participation in the OSRP, his participation in the OSRP will then conclude, and the staff member will receive a new appointment without interruption of service;
- e. annual performance and merit reviews shall be coordinated by the Recruitment Unit, and shall be based on a consolidation of assessments made by temporary supervisors for all assignments;
- f. the provisions of [Rule 5.03, "Performance Management Process,"](#) and [Section 11 of Rule 7.01, "Ending Employment,"](#) shall apply to the staff member in the same manner as they apply to other staff members holding confirmed Fixed-Term appointments; and
- g. if a staff member is not employed in a position outside of OSRP at the end of the period of participation in the OSRP, the staff member's appointment shall terminate on the last day of the period.

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04. Reassignment to and from Field Offices

Selection Process

4.01 Selection for the reassignment of staff to field office positions may be effected pursuant to [Section 2](#) and [paragraph 3.01](#) or [paragraph 3.03 of this Rule](#). Approval of the department director responsible for the field office and the Vice President, Human Resources or Director, Human Resources, for Bank or MIGA staff, or the IFC Executive Vice President or the IFC Vice President, Human Resources and Administration, for IFC staff, is required before the selection is effected.

Return to Headquarters

4.02 Prior to the staff member's reassignment to a field office, a commitment shall be made by a senior manager to assign the staff member to a position at headquarters within the senior manager's vice-presidential unit following the satisfactory completion of the field assignment.

Health Certification

4.03 Before a decision to assign a staff member to the field is made final, the health of the staff member and accompanying members of the immediate family shall be evaluated as provided in [Rule 6.07, "Health Program and Services."](#)

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05. Staff Exchanges with the International Monetary Fund (The Fund)

5.01 Pursuant to a memorandum of understanding dated July 5, 1985 between the Bank Group and the Fund, staff members may be exchanged with staff of the Fund for periods which will normally be for two years. Staff members will remain employed and remunerated by the Bank Group. Selection decisions will be taken jointly by the Bank Group and the Fund, in consultation with the staff member and managers involved.

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06. Administration

Release Date

6.01 Staff members reassigned through the JPS shall be released in accordance with the release date, if specified, on the JPS application form. Unless otherwise agreed, staff members shall be released from their current assignment within 60 calendar days after they have received notice of their selection.

Grade and Salary

6.02 A staff member being reassigned transfers to the new position without any change in grade or salary. In exceptional circumstances and in the interests of the Bank Group, and after consultation with the staff member concerned, a staff member may be assigned to a position graded at a higher level with no change in grade or salary for a limited period specified in advance.

6.03 Positions may also be filled by a staff member graded lower than the grade of the position if a senior manager responsible for the position believes that after on-the-job training at the lower level, the staff member will be able to perform the full range of duties of the job, and as a result, be promoted. The decision to assign a staff member to a position graded at a higher level with no change in the staff member's grade shall be made by the senior manager and the Manager, Human Resources Team.

6.04 Positions may be filled by a staff member graded higher than the grade of the position, in accordance with the provisions of [Rule 5.06, "Assignments to Lower Level Positions."](#)

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Effective On Jun 22, 2004
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05 Organization and Personnel Management

05.02 External Service

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the conditions under which staff members may work for another entity or organization on External Service for the Bank Group. This Rule as revised was most recently amended on January 21, 2010.

Applicability

1.02 This Rule applies to staff members holding Regular, Local Regular, Open-Ended and Term appointments.

Definitions

1.03 In this Rule:

- a. External Service With Pay means assignment to perform services for member governments, international organizations, or other entities providing technical assistance to the Bank Group clientele for which the staff member continues to be paid by the Bank Group.
- b. External Service Without Pay means leave for one or more purposes described in [paragraph 3.01](#) where the staff member does not continue to be paid by the Bank Group.
- c. Bank Group Clientele means a borrower or guarantor of Bank loans, a recipient of International Development Association (IDA) credits, a recipient of IFC investments, or a recipient of investments guaranteed by MIGA.
- d. Country of Citizenship means any country of which a staff member is a citizen.
- e. External Service Sponsor means, in the Bank, the vice president who provides the written re-entry commitment for a staff member on External Service. In IFC or MIGA, the External Service Sponsor for all assignments is the Executive Vice President. The External Service Sponsor may designate a director in his vice presidential unit to act in his place for one or more purposes under this Rule.

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02. Conditions for Approval of External Service

Eligibility of Staff Members

2.01 Staff members are eligible for External Service if they meet all of the following criteria:

- a. their performance is fully satisfactory and they have been confirmed in their appointment;
- b. they are not currently on External Service;
- c. they express, in writing to the External Service Sponsor, interest in the proposed assignment, or respond to an announced vacancy; and
- d. their appointment with the Bank Group will not terminate by expiration of appointment or mandatory retirement until at least six months after the conclusion of the External Service assignment.

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03. Approval of External Service

Nature of Assignment

3.01 The Bank Group will consider applications from staff members for assignment to External Service if, in the opinion of the External Service Sponsor, the proposed assignment supports Bank Group objectives in one or more of the following ways:

- a. by providing technical assistance to Bank Group clientele;
- b. by enhancing the Bank Group's relations with member countries, the United Nations, other international organizations, or other agencies sharing the Bank Group's missions; or
- c. by enabling Bank Group staff to acquire skills and experience which the External Service Sponsor considers will contribute to the Bank Group's efficiency and effectiveness.

Limitations

3.02 The External Service Sponsor decides on the External Service request, subject to the following limitations:

- a. **Work Requirements.**The HR Manager or designated official may determine, in consultation with the External Service Sponsor, that a staff member cannot be assigned to External Service because of the Bank Group's work requirements.
- b. **Appointments to Public Office with a Political or Policymaking Character.** Appointments as minister, deputy minister, head or deputy head or equivalent of a central bank or other public agency having a political or policy-making character are not allowed as External Service. Staff members accepting such appointments shall resign. Appointments to other posts in public office, including senior or civil service posts, may be allowed as External Service unless otherwise determined by the Vice President, Human Resources. If required to do so by the Vice President, Human Resources, staff members accepting such appointments shall resign.
- c. **Appointments for Projects or Other Activities Funded or Guaranteed by the Bank Group.** Staff members may not accept as External Service appointments to a project or other activity funded or guaranteed by the Bank Group that they have helped to appraise, to a project or other activity located in their country of citizenship funded by the Bank Group, or to a position which would involve their reporting directly to the Bank Group. Staff members accepting such appointments shall resign. Appointments for other projects or other activities funded by the Bank Group may not be allowed as External Service unless the External Service Sponsor, after considering the expected value of the assignment and the potential for conflict of interest, approves the assignment and the HR Manager or designated official concurs.

Length of External Service

3.03 The maximum length of External Service is two years, unless the External Service Sponsor, in consultation with the HR Manager or designated official decides to extend the duration of the External Service. The maximum extension shall be two years. The maximum total duration of the External Service shall be four years.

Terms of Reference

3.04 Terms of reference, including reporting relationships, shall be agreed in writing between the External Service Sponsor or designated official and the receiving entity before final approval of the assignment.

Work for the World Bank Group During External Service

3.05 In extraordinary circumstances and with the staff member's agreement, the World Bank Group may employ the staff member during the External Service period for tasks unrelated to the External Service. Such employment shall be limited to 90 days of work per fiscal year. For staff on External Service With Pay, there is no additional salary payment, and the staff member must demonstrate that the receiving entity agrees to his/her working for the World Bank Group during External Service. For staff on External Service Without Pay, the staff member may receive a stipend in the same manner as described in [Staff Rule 6.06, para. 6.07\(a\)](#) and must demonstrate that he or she is not earning income from the receiving entity during the period that he or she is working for the Bank Group. Working for the World Bank Group during External Service (with or without pay) does not change: the staff member's appointment type or its duration; entitlement to benefits specified in [Section 6](#) of this rule; or the duration of external service.

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04. Re-Entry

4.01 A written commitment to provide either a position for the staff member or 6-months' conditional reentry at the end of the External Service assignment shall be provided by the External Service Sponsor. Alternatively, for managerial staff at grades GH and above, this commitment may be given by the Vice President, Human Resources or a designated official.

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05. Performance Evaluation, Salary Review and Promotions

Performance Evaluation

5.01 The Bank Group shall not evaluate the performance of staff members on External Service, either during or after completion of the assignment. Staff members may record accomplishments during External Service in a memorandum for inclusion in the evaluation section of their career file.

Salary Review

5.02 Salary adjustments for staff on External Service will be governed by the provisions of [Rule 6.01, "Compensation."](#)

Promotion

5.03 Skills and experience acquired during External Service will be taken into consideration in evaluating the staff member's eligibility for promotions in accordance with [Rule 5.05, "Promotion,"](#) after the staff member returns to active service.

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06. Benefits and Allowances

External Service With Pay

6.01 The benefits for staff on External Service With Pay are as follows:

- a. For assignments in the staff member's duty station, there is no change in benefits or allowances.
- b. For assignments of 12 months or less in a different duty station, a staff member shall be treated as if he or she were on operational travel or a Short Term Assignment, as appropriate.
- c. Unless otherwise determined by the External Service Sponsor and the Manager, HR Service Center or designated official, for assignments of more than one year in a different duty station, the staff member shall receive the benefits and allowances applicable to Headquarters staff assigned away from Headquarters, in

accordance with the provisions of [Rule 6.17](#), "Extended Assignment Benefits", except that no Assignment Allowance shall be paid for assignments to Western Europe, Japan, Australia or New Zealand.

External Service Without Pay

6.02 The benefits for staff on External Service Without Pay are as follows:

- a. A staff member who is a participant in the Group Life Insurance Plan or the Medical Insurance Plan or the Medical Benefits Plan, may continue his or her participation, provided that the staff member continues to pay the required staff contributions during his or her assignment.
- b. A staff member who is a participant in the Staff Retirement Plan may not continue making contributions during the period of External service without pay. However, following return to pay status in the Bank Group for at least 180 days, the staff member may be eligible to elect to purchase optional pension service for External Service Without Pay, in accordance with terms and conditions set forth in the Staff Retirement Plan and in accordance with [Staff Rule 6.20 - "Retirement Benefits", paragraph 4.01](#).
- c. External Service Without Pay Loan. A staff member holding an open ended appointment may apply for an interest-free loan to cover contributions under the Medical and Group Life Insurance Plans that may be anticipated during the period of External Service in accordance with the provisions of [Rule 6.18](#), "Financial Assistance to Staff Members".
- d. Staff members on External Service Without Pay are not eligible for, nor do they accrue, any annual, sick, maternity, adoption or paternity leave nor service towards home country travel, mobility premium, points towards spouse travel, or service towards separation grant, nor are they eligible for or entitled to any other World Bank Group benefit or insurance coverage while on External Service Without Pay except as otherwise specified in this Section.

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07. Relocation for External Service Without Pay

7.01 Where relocation costs are not met by the organization to which the staff member is to be assigned on External Service Without Pay, the following may be paid for, at the discretion of and by the External Service Sponsor, as follows:

- a. Travel. A round-trip, by less than first class air, between the staff member's duty station and the location where he/she will spend his External Service Without Pay, for the staff member and, if the initial assignment is to last more than six months, for the spouse and dependent children in the staff member's household.
- b. Shipment of Personal and Household Effects. A shipment of the staff member's personal and household effects to and from External Service Without Pay limited to a 20-ft. container shipped by surface.
- c. Insurance. The Bank Group will pay for the full cost of providing insurance coverage for the staff member's personal and household effects while in transit under the provisions of this Rule, up to \$200,000.

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05 Organization and Personnel Management

05.03 Performance Management Process

[01. Subject, Policy Rationale, and Applicability](#)

[02. Performance Management Procedures](#)

[03. Management of Unsatisfactory Performance](#)

01. Subject, Policy Rationale, and Applicability

Subject and Policy Rationale

1.01 The purpose of performance management is to periodically review staff members' work performance (which includes professional and work-place behavior) in order to promote the most effective use of expertise, to determine the quality of service, to recognize achievements, and to identify learning and development needs. This Rule sets forth provisions governing performance management in the Bank Group. This Rule was most recently amended on January 24, 2011.

Applicability

1.02 Except where specified otherwise, the provisions of this Rule apply to all staff members holding Regular, Open-Ended, Term, and Local Regular appointments.

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02. Performance Management Procedures

Annual Review

2.01 The annual review procedures are as follows:

- a. At least once in a twelve month period, the Manager or Designated Supervisor and the staff member shall meet and discuss the staff member's performance, achievements, strengths, areas for improvement, and future development needs. In exceptional circumstances, for World Bank staff, the Vice President, Human Resources or Director, Human Resources, Client Services and for IFC staff, the Vice President for Human Resources or the Director, Human Resources may require that performance evaluations be completed by the Manager or Designated Supervisors more or less frequently.
- b. The Manager or Designated Supervisor shall provide the staff member with a written summary assessment of the staff member's performance during the review period.
- c. The Manager or Designated Supervisor, in consultation with the staff member, shall establish in writing the development priorities for and the results to be achieved by the staff member during the upcoming review period.
- d. If during the review period the staff member has reported to more than one Supervisor for a period of three months or more, the staff member, the Manager or the Designated Supervisor may request the other supervisor(s) to provide supplemental written performance evaluations to the staff member.

- e. The staff member may submit written comments on the performance evaluation and any supplemental evaluation.
- f. The staff member shall sign the written performance evaluation and any supplemental evaluation to verify that he or she has participated in a performance review discussion and has read the completed evaluation. Should a staff member refuse to sign the performance evaluation or a supplemental evaluation, the Manager or Designated Supervisor and/or the Supervisor shall continue the evaluation process noting and reasons given by the staff member for the refusal, if any.
- g. The Reviewing Manager shall review and sign the performance evaluation and any supplemental evaluations. If the Reviewing Manager agrees with the assessment of the staff member's performance, and recommendations, if any, comments are optional. If the Reviewing Manager disagrees with the assessment or recommendations, he or she shall set forth in writing and provide to the staff member the reasons for the disagreement and recommended action, if any.

Disposition of Record

2.02 Documents which record the assessment of the staff member's performance required under this Rule shall be sent by the Manager or Designated Supervisor to the Human Resources Officer for placement in the staff member's Staff Records.

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03. Management of Unsatisfactory Performance

Applicability

3.01 This Section applies to staff members holding confirmed Regular, Open-Ended, Term, and Local Regular appointments.

Procedure

3.02 If a Manager or Designated Supervisor determines that a staff member's performance (which includes professional and work-place behavior) is not satisfactory, the Manager or Designated Supervisor may do the following:

- a. Consider reassignment to another position under [Rule 5.01](#) or assignment to a lower level position under [Rule 5.06](#).
- b. Discuss and Document Opportunity to Improve Unsatisfactory Performance: Discuss and share with the staff member in writing:
 - i. the aspects of performance that are not satisfactory,
 - ii. guidance on what improvement is expected and by when, and
 - iii. the possible consequences of failure to improve.
- c. Health Assessment: Request a health assessment under [Rule 6.07, paragraph 3.03](#) if performance problems are believed to be health-related.

Recommend Action

3.03 In the case of failure to achieve or sustain satisfactory performance following a documented opportunity to improve under sub-paragraph 3.02(b), a Manager or Designated Supervisor may recommend, with the concurrence of the HR Team Manager, further actions consistent with that documented discussion. The recommendation shall be in writing, to the next in line manager at Level G1 or above, and may include; (i) reassignment to another position under [Rule 5.01](#); (ii) assignment to a lower level position under [Rule 5.06](#), or (iii) termination in accordance with [Rule 7.01, Section 11, Unsatisfactory Performance](#). The staff member will be given a copy of the recommendation and at least 14 calendar days to comment prior to a decision on the recommendation.

05 Organization and Personnel Management

05.05 Promotion

[01. Subject and Applicability](#)

[02. Promotions](#)

01. Subject and Applicability

Subject

1.01 Except as otherwise provided, this Rule governs the promotion of staff members in the Bank Group. This Rule is effective, as amended, July 1, 2000.

Applicability

1.02 This Rule applies to all staff members holding confirmed Regular, Open-Ended, Fixed-Term, Term and Part-Time appointments.

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02. Promotions

Promotion Procedures

2.01 Promotions may occur as a result of:

- a. job review or evaluation under [Rule 6.05 "Grade Assignment and Job Evaluation"](#) ;
- b. decision to promote a staff member to a higher grade during an annual review conducted under [Rule 5.03 "Performance Management," section 2](#); or
- c. decision to reassign a staff member selected for a position at a higher grade through the Job Posting System.

Effective Date of Promotion

2.02 The effective date of promotions described in paragraphs [2.01\(a\)](#) and [2.01\(c\)](#) above will be the first day of the month following the promotion decision. The effective date of a promotion described in [paragraph 2.01\(b\)](#) above will be the date specified by the head of Human Resources during the annual review cycle.

Salary Increase Upon Promotion

2.03 Salary increases upon promotion are governed by the provisions of [Rule 6.01, "Compensation."](#)

Alternative Procedures

2.04 Upon the request of the responsible vice president, the head of Human Resources may from time to time adopt alternative or modified procedures for the selection, clearance, and approval of staff members for promotion in a vice presidential unit. Such procedures shall be made available to the staff of that vice presidential unit.

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05 Organization and Personnel Management

05.06 Assignments to Lower Level Positions

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth provisions governing the assignment of a staff member to a position graded at a lower level than his current job and salary administration in the lower level position. This Rule as revised is effective July 1, 1997.

Applicability

1.02 This Rule applies to staff members holding Regular; Open-Ended; Fixed-Term; Local Staff, Regular; Local Staff Open-Ended; Local Staff, Fixed-Term; and Part-Time appointments.

Definitions

1.03 In this Rule:

- a. Lower Level Position means a position in which the maximum of the salary range is lower than the maximum of the salary range of the current grade.
- b. Redundant Employment means employment which is determined to be redundant as provided in [Rule 7.01, "Ending Employment."](#)
- c. Strategic Compact Period means the period from July 1, 1997 to December 31, 1999.

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02. Administration of Assignments to Positions Graded at a Lower Level as a Result of a Formal Job Evaluation

Assignment

2.01 A staff member whose position is graded at a lower level as a result of a formal job evaluation assumes the lower grade upon the effective date of evaluation. The staff member will be notified of the decision as provided in [Rule 6.05, "Job Evaluation and Grading"](#).

Grade and Salary Administration

2.02 See below:

- a. For a period of 24 months after assuming the lower grade under this Section, the staff member will be eligible for increases as if the salary range formerly applicable to the position, adjusted for any increases in the salary structure, had remained in effect. If, after 24 months, the staff member's net salary is within the range for the lower grade, it will be administered within that salary range. If, after 24 months, the staff member's net salary is above the maximum of that salary range, the staff member will be eligible for the minimum increase as provided in [Section 3, Rule 6.01, "Compensation."](#)
- b. The staff member may, during that period, seek a position at his previous or a higher level. The Manager, Human Resources Team for Bank and MIGA staff and Manager, Personnel, for IFC staff, or a designated official shall assist the staff member in seeking another suitable position graded at his previous level in which he has expressed an interest, and for which he is qualified, in accordance with procedures established for internal staffing by the Bank.

2.03 A staff member whose position is graded at a lower level and who has not been selected for a position at his previous or a higher level within six months after the effective date of the evaluation may elect to terminate his employment. A staff member shall make the election within 30 working days of becoming eligible to do so. A staff member who makes the election shall receive severance payments as if separation had occurred under the provisions of [Section 8, Rule 7.01, "Ending Employment."](#) With the agreement of the staff member, the staff member may be placed on special leave. The termination of the staff member's employment shall be effective two months after the staff member becomes eligible to make the election, or, if the staff member is placed on special leave, as provided in [Section 13, Rule 7.01, "Ending Employment."](#)

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03. Administration of Assignments to Lower Level Positions Due to Redundant Employment

Decision to Assign

3.01 A staff member whose employment is redundant may be assigned to a lower level position by a senior manager with the agreement of the manager responsible for the lower level position, with the agreement of the staff member, and in consultation with the Manager, Human Resources Team. The staff member will be notified in writing of the terms and conditions of the new assignment by the Manager, Human Resources Team for Bank and MIGA staff, and Manager, Personnel for IFC staff, or a designated official.

Grade and Salary Administration

3.02 See below:

- a. A staff member who is assigned to a lower level position under this Section assumes the lower grade on the effective date of the transfer, except that a staff member who accepts a lower level position during the Strategic Compact Period retains his existing grade for a period of two years. For a period of 24 months after assignment to the lower level position, whether grandfathered in his grade or not, the staff member's salary will be administered within the salary range of the grade the staff member held before the transfer. If, after 24 months, the staff member's net salary is within the range for the lower grade, it will be administered within that salary range. If, after 24 months, the staff member's net salary is above the maximum of that salary range, the

staff member will be eligible for the minimum increase as provided in [Section 3, Rule 6.01, "Compensation."](#)

- b. The staff member may, during that period, seek a position at his previous or a higher level. The Manager, Human Resources Team for Bank and MIGA staff, and Manager, Personnel for IFC staff, or a designated official shall assist the staff member in seeking another suitable position graded at his previous level in which he has expressed an interest, and for which he is qualified, in accordance with procedures established for internal staffing by the Bank.

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04. Administration of Assignments to Lower Level Positions After Participation in the Office Support Rotational Program (OSRP)

Decision to Assign

4.01 A staff member who participates in OSRP may be assigned to a lower level position by a senior manager with the agreement of the manager responsible for the lower level position, with the agreement of the staff member, and in consultation with the Manager, Human Resources Team for Bank and MIGA staff, and Manager, Personnel for IFC staff. The staff member will be notified in writing of the terms and conditions of the new assignment by the Manager, Human Resources Team for Bank and MIGA staff, and Manager, Personnel for IFC staff, or a designated official.

Grade and Salary Administration

4.02 A staff member who is assigned to a lower level position under this Section assumes the lower grade on the effective date of transfer. The staff member's salary will be administered within the salary range of the grade held before the transfer for a period which ends 36 months after the effective date of the staff member's assignment to OSRP. If, at the end of that period, the current net salary is below the maximum of the salary range for the new grade, it will be administered within that salary range. If, at the end of that period, the current net salary is above the maximum of that salary range, the staff member will be eligible for the minimum increase as provided in [Section 3, Rule 6.01, "Compensation."](#)

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05. Administration of Assignments to Lower Level Positions for Career Mobility Reasons

Decision to Assign

5.01 A staff member may be assigned to a lower level position for career mobility reasons by a senior manager with the agreement of the manager responsible for the lower level position, with the agreement of the staff member, and with the concurrence of the Program Director, Human Resources, for Bank or MIGA staff, or the Vice President, Human Resources and Administration, for IFC staff. The staff member will be notified in writing of the terms and conditions of the new assignment by the Manager, Human Resources Team for Bank and MIGA staff and Manager, Personnel for IFC staff, or a designated official.

Grade and Salary Administration

5.02 A staff member who is assigned to a lower level position under this Section assumes the lower grade upon the effective date of transfer, except that a staff member who accepts a lower level position under this Section during the Strategic Compact Period retains his existing grade for a period of two years. For a period of 24 months thereafter, whether grandfathered in his grade or not, salary will be administered within the salary range of the grade the staff member held before the transfer. If, after 24 months, the current net salary is within the range for the lower grade, it will be administered within that salary range. If, after 24 months, the current net salary is above the maximum of that salary range, the staff member will be eligible for the minimum increase as provided in [Section 3, Rule 6.01, "Compensation."](#)

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06. Administration of Assignments to Lower Level Positions by Mutual Agreement

Decision to Assign

6.01 A staff member may be assigned to a lower level position by mutual agreement by a manager with the agreement of the manager responsible for the lower level position, with the agreement of the staff member, and in consultation with the Manager, Human Resources Team for Bank and MIGA staff, and Manager, Personnel for IFC staff. The staff member will be notified in writing of the terms and conditions of the new assignment by the Manager, Human Resources Team for Bank and MIGA staff, and Manager, Personnel for IFC staff, or a designated official.

Grade and Salary Administration

6.02 A staff member who is assigned to a lower level position under this Section assumes the lower grade on the effective date of the transfer. If the current net salary is below the maximum of the salary range of the lower grade, it shall be administered within that salary range. If it is above the maximum of that range, the staff member will be eligible for the minimum increase as provided in [Section 3, Rule 6.01, "Compensation."](#)

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07. Administration of Assignments to Lower Level Positions Due to Unsatisfactory Performance or as a Disciplinary Measure

Decision to Assign

7.01 A staff member whose performance is not satisfactory and who has good prospects for satisfactory performance at a lower level position may at any time be assigned to a lower level position by a senior manager responsible for the lower level position with the agreement of the staff member and in consultation with the Manager, Human Resources Team for Bank and MIGA staff, and Manager, Personnel for IFC staff. A staff member will be notified in writing of the terms and conditions of the new assignment by the Manager, Human Resources Team for Bank and MIGA staff, and Manager, Personnel for IFC staff, or a designated official. A staff member may be assigned to a lower level position as a disciplinary measure under the decision-making procedures in [Rule 8.01, "Disciplinary Proceedings."](#) The staff member will be notified in writing of this decision by the Manager, Human Resources Service Center, for Bank or MIGA staff, or the Vice President, Personnel, Human Resources and Administration, for IFC staff.

Grade and Salary Administration

7.02 A staff member who is assigned to a lower level position under this Section assumes the lower grade upon the effective date of transfer. The staff member's net salary on the effective date of transfer may not exceed the maximum of the salary range of the new grade. The staff member's net salary may be redetermined based on a review of the net salaries of other staff members working at the same level and function, taking account of Bank Group service. The determination of net salary is made by the staff member's manager in consultation with the Manager, Human Resources Team for Bank and MIGA staff, or Manager, Personnel for IFC staff, or a designated official.

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08. Administration of Assignments to Lower Level Positions When a Staff Member is Unable to Fulfill His Responsibilities Because of Medical or Other Personal Reasons

Decision to Assign

8.01 A staff member who is unable to fulfill the full responsibilities of his position because of medical or other personal reasons outside his control may be assigned to a lower level position. The decision on reassignment will be made by a senior manager responsible for the lower level position in consultation with the staff member and with the concurrence of the Manager, Human Resources Service Center, for Bank or MIGA staff, or the Vice President, Human Resources and Administration, for IFC staff, and in the case of health-related issues, with the advice of the Director, Health Services Department. The staff member will be notified in writing of the terms and conditions of the new assignment by the Manager, Human Resources Team for Bank and MIGA staff, or Manager, Personnel for IFC staff, or a designated official.

Grade and Salary Administration

8.02 A staff member who is assigned to a lower level position under this Section assumes the lower grade on the effective date of transfer but retains his existing net salary. If the current net salary is above the maximum of the salary range of that grade, the staff member will be eligible for the minimum increase as provided in [Section 3, Rule 6.01, "Compensation."](#)

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09. Administration of Assignments to Lower Level Positions When There is an Identified Organizational Benefit

Decision to Assign

9.01 A staff member may be assigned to a lower level position, provided that the staff member accepts the assignment, when the Program Director, Human Resources, for Bank or MIGA staff, or the Vice President, Personnel, Human Resources and Administration, for IFC staff, decides there is an organizational benefit. A memorandum identifying the organizational benefit and why the staff member is especially well-suited for the position, will be placed on the staff member's career file by the Manager, Human Resources Team for Bank and MIGA staff, or Manager, Personnel for IFC staff, or a designated official. The nature and duration of the assignment will also be specified.

Grade and Salary Administration

9.02 A staff member who is assigned to a lower level position under this Section retains his existing grade on a personal basis, and his salary is administered within the salary range of his personal grade for the duration of the assignment.

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10. Administration of Assignments to Lower Level Positions When a Staff Member is not Assigned to a Position

Decision to Assign

10.01 A staff member who, upon return to a duty station from Leave Without Pay, External Service, or an assignment to another duty station, or upon completion of an assignment of a specified duration, has not been assigned to any position for at least 60 working days may be assigned to a lower level position or successive lower level positions until he is assigned to a position graded at the previous or a higher level. The decision to assign the staff member to a lower level position shall be made by the , Program Director, Human Resources for Bank or MIGA staff, or the Vice President, Personnel, Human Resources and Administration, for IFC staff, in consultation with a manager responsible for the lower level position and the staff member. The staff member will be notified in writing of the terms and conditions of the new assignment by the Manager, Human Resources Team for Bank and MIGA staff, or Manager, Personnel for IFC staff, or a designated official.

Grade and Salary Administration

10.02 A staff member who is assigned to a lower level position under this Section retains his existing

grade on a personal basis, and his salary is administered within the salary range of the personal grade for the duration of the assignments to lower level positions under this Section. The staff member may at any time seek a position at the previous or a higher level. The Manager, Human Resources Team for Bank and MIGA staff, and Manager, Personnel for IFC staff, or a designated official shall assist the staff member in seeking another suitable position graded at his previous level in which he has expressed an interest and for which he is qualified, in accordance with procedures established for internal staffing by the Bank. The Program Director, Human Resources, for Bank or MIGA staff, or the Vice President, Personnel, Administration and Corporate Business Development, for IFC staff, may assign the staff member to a suitable position graded at the previous or a higher level.

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11. Overtime Payments

Eligibility

11.01 When a staff member whose current position does not qualify for overtime payments is assigned to a lower level position which qualifies for overtime payments, he will not be eligible for overtime payments as long as his net salary remains above the maximum of the salary range of the lower level position.

11.02 In all other instances of assignment to a lower level position which qualifies for overtime payments, the staff member is eligible to receive such overtime payments with immediate effect.

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05 Organization and Personnel Management

05.07 Hours of Work, Work Schedules, and Official Holidays

[01. Subject, Applicability and Definitions](#)

[02. Hours of Work](#)

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the provisions governing hours of work, work schedules, and official holidays. This Rule was recently amended on November 13, 2009.

Applicability

1.02 Except where otherwise specified in the text, this Rule applies to all staff members.

Definitions

1.03 For purposes of this Rule, the following definitions apply:

- a. **Alternative Work Schedule (AWS).** The term "alternative work schedule" means 80 hours biweekly in nine work days, with the 10th day off, workload permitting.
- b. **Core Hours.** The term "core hours" means the time during the work day when staff must be present for work. For staff members working regular hours at headquarters, core hours means 10:00 a.m. to 4:00 p.m., including an individual lunch break. Core hours at other Bank Group offices will be established by the head of the office, taking into account the customary local office hours.
- c. **Home-Based Work.** The term "home-based work" means a temporary work arrangement that permits a staff member to carry out tasks at home during a regular work schedule and regular hours of work.

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02. Hours of Work

2.01 The regular hours of work at headquarters, including the lunch period, are from 9:00 a.m. to 5:30 p.m., Monday through Friday. Alternative regular hours of work may be specified for staff members in units where the work is performed in shifts, where an alternative work schedule has been established, where a requested home-based work assignment has been authorized, or for staff members designated by their supervisors as performing essential tasks. During missions, the hours of work are established by the designated head of the mission.

2.02 The regular hours of work at other Bank Group offices will be established by the head of the office, taking into account the customary local office hours.

2.03 With approval in advance by the staff member's supervisor, a staff member may elect individual hours of work. At headquarters, a staff member may request a starting time at any quarter-hour interval not earlier than 7:30 a.m. and not later than 10:00 a.m. Work will finish after eight hours, plus the time taken for lunch. Similar provisions may be established for other Bank Group offices by the head of the office.

2.04 Supervisors are responsible for ensuring that their organizational units are adequately staffed during regular hours of work with due regard for their clients' needs. Staff members who have individual hours of work may be required to revert to regular hours of work should this become necessary in the judgment of their supervisors.

2.05 Staff members must adhere to their regular hours of work, except during periods of approved leave, operational travel and work on mission, official holidays, or when they are excused from duty because of hazardous weather conditions or for other reasons.

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03. Regular Work Schedule

3.01 The regular work schedule is 40 hours per week, unless an alternative schedule is specified in the staff member's letter of appointment, or by the supervisor in a subsequent written agreement (e.g., a Reduced Work Schedule arrangement in accordance with [Rule 5.08](#)); or by the head of the country office, taking into account prevalent local office hours.

3.02 During periods of unusually heavy workload, staff members may be required by their supervisors to work during a weekend, on an official holiday, or on a work day before their scheduled starting time or after their scheduled finishing time. The provisions governing payment of overtime for such work are in [Rule 6.03](#).

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04. Alternative Work Schedule

4.01 Alternative work schedules may be established on a work unit or an individual basis with the manager's approval. A staff member in a work unit which has adopted an alternative work schedule program has the option not to participate. An alternative work schedule may be terminated at any time by the staff member or the responsible manager.

4.02 For staff members on an alternative work schedule, for eight days in a two week period, work will finish after nine hours, plus the time taken for lunch. One day in the two week period will finish after eight hours, plus the time taken for lunch. The remaining within the two week period will require zero hour work. Staff members must observe their alternative work schedules and daily hours of work, except during periods of operational travel and work on mission.

4.03 Staff members on an alternative work schedule have one scheduled non-work day every ten working days. If a holiday falls on the scheduled non-work day, staff members will be credited with 8 hours of annual leave or 8 hours of all-purpose leave for staff holding ETT or ETC appointment. Staff members who work on their scheduled non-work day, including those who are on operational travel or mission, may take comparable time off within 30 days of that scheduled non-work day, with the approval of their manager. Staff members who are eligible for overtime payments in accordance with [Staff Rule 6.03](#), may be granted overtime payment in lieu of comparable time off for work performed on their scheduled non-work day, provided such work was not performed while on operational travel or on mission.

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05. Official Holidays

designated official, taking into account the official holiday practices in Washington, D.C.

5.02 The official holidays at other Bank Group offices are established by the head of that office, taking into account local practice, but not exceeding 11 days per year. Staff members will be notified of the official holidays observed at their duty station.

5.03 The official holidays observed at headquarters are the following:

New Year's Day January 1

Martin Luther King Jr.'s Birthday Third Monday in January

George Washington's Birthday Third Monday in February

Memorial Day Last Monday in May

Independence Day July 4

Labor Day First Monday in September

Columbus Day Second Monday in October

Thanksgiving Fourth Thursday in November and the Friday immediately following (in lieu of Veteran's Day)

Christmas Day December 25

5.04 At headquarters, when January 1, July 4, or December 25 falls on a Saturday, the preceding Friday will be observed as an official holiday. When any of these dates falls on a Sunday, the following Monday will be observed as an official holiday. When January 1 and December 25 fall on a Tuesday or Thursday, staff not otherwise instructed will be excused from duty on the preceding Monday or the following Friday, respectively. When January 1 and December 25 fall on a Wednesday or Friday, staff members not otherwise instructed will be excused for a half day on the preceding afternoon. A staff member required to remain on duty during these excused periods will not be entitled to overtime pay in respect of such work (because these excused periods are not official holidays). The staff member may, however, be granted equivalent time off without charge to leave as soon as possible thereafter, in accordance with [Section 9 of Rule 6.06](#).

5.05 Whenever an official holiday recognized at a staff member's home duty station occurs while that staff member is in operational travel status outside the duty station country, the staff member will be credited with leave as follows:

- a. Staff holding Regular, Local Regular, Open or Term appointments will be credited with 8 hours of annual leave.
- b. Staff holding an Extended Term Consultant or Extended Term Temporary appointment will be credited with 8 hours of all-purpose leave.

5.06 Staff members on leave without pay during an official holiday will not be eligible for pay for that day, nor may they return to pay status on an official holiday.

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05 Organization and Personnel Management

05.08 Reduced Work Schedule

[01. Subject and Applicability](#)

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[03. Terms of Employment Applying to Staff Members on a Reduced Work Schedule](#)

01. Subject and Applicability

Subject

1.01 This Rule sets forth the provisions governing a change from full-time work to a reduced work schedule. This Rule, as revised, is effective August 1, 2000.

Applicability

1.02 This Rule applies to staff members holding Open-Ended; Term; Regular; Fixed-Term; Local Staff, Regular; or Local Staff, Fixed-Term appointments.

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02. Approval Criteria

2.01 Staff members who meet the criteria in [paragraph 1.02](#) may apply to their managers for a reduced work schedule. Reduced work schedules may be used to job share, phase into retirement or work part-time. If, after consulting with the responsible Human Resources Officer, the manager agrees with the request, then the responsible department director or vice president, or head of the field office to which the staff member is assigned, may approve the request if the following criteria are met:

- a. The staff member's reduced work schedule will not have a substantially negative impact on the unit's performance and work program; and
- b. The staff member can be guaranteed return to full-time work at his former grade at the completion of the reduced work schedule.

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03. Terms of Employment Applying to Staff Members on a Reduced Work Schedule

Duration

3.01 Terms governing the duration of a reduced work schedule are as follows:

- a. Once a staff member's reduced work schedule has been approved under [paragraph 2.01](#), the duration of each period of reduced work will be determined by the staff member's manager in consultation with the staff member. The staff member's manager may authorize a period of no less than 3 months and no more than 2 years on a reduced work schedule. After no more than 2 years, renewal of a staff member's reduced work schedule is subject to annual review by the manager, preferably at the time the unit's work program is developed. The staff member's department director or vice president, or the head of the country office to which the staff member is assigned, may decide with 45 days' notice to curtail or modify an approved reduced work

schedule at the request of either the staff member's manager, if the work load requires it, or of the staff member.

- b. The duration of a Term, Fixed-Term or Local Staff, Fixed-Term appointment may not be extended by the approval of a change from full-time work to a reduced work schedule.

Work Schedule

3.02 A staff member may work no less than 50 percent of the regular work week schedule. The work schedule must be established in agreement with the staff member's manager.

Assignment

3.03 Should the change to a reduced work schedule entail the assignment of the staff member to a different unit, the guarantee of return to full-time work, as required under [paragraph 2.01 \(2\)](#), must be given by a department director or vice president from either the releasing or the receiving unit. Assignment to a lower level position in reduced work schedule status is subject to the provisions of [Section 6 of Rule 5.06, "Assignments to Lower Level Positions."](#)

Salary

3.04 The salaries of staff members will be the same percentage of their net salary as the percentage the agreed hours of reduced work bear to full-time work. Staff members will be eligible for consideration for salary increases on the same basis as staff members in full-time work status holding the same type of appointment as the staff member on reduced work schedule.

Overtime

3.05 Staff members who are eligible for paid overtime will be paid at their regular rate of pay for authorized work up to the full-time work week, as established under [Rule 6.03, "Overtime,"](#) and [Rule 5.07, "Work Schedules, Hours of Work, and Official Holidays,"](#) and at the overtime rate for any time they are required to work in excess of the full-time work week. Staff members who are not eligible for overtime under [Rule 6.03, "Overtime,"](#) will not be paid for time worked in excess of the reduced work schedule, except as provided in [paragraph 3.06](#) and [paragraph 3.07 below](#).

Operational Travel

3.06 When in operational travel status, a staff member will be required to work the full-time work week and may elect to receive full-time salary during the mission period. Alternatively, with the manager's approval, the staff member may, within the current leave year following completion of the mission, take equivalent time off for the hours worked beyond the established reduced work schedule up to the full-time work week.

Training

3.07 Staff members will be eligible to receive Bank Group sponsored training. If the Bank Group requires a staff member to attend training sessions with the result that the time worked, including time in training, exceeds the established reduced work schedule, the staff member may elect to be paid the corresponding salary amount for the total number of hours attended up to full-time. Alternatively, with the manager's approval, the staff member may, within 3 months following completion of the training, take equivalent time off for the hours worked beyond the established reduced work schedule up to the full work week.

Benefits

3.08 Staff members remain eligible for the benefits applicable to their category of appointment, subject to the following conditions:

- a. **Leave.** The accrual of annual, paid parental, and sick leave will be prorated based on the proportion of time the established reduced work bears to full-time work. Paid parental leave

taken during, or immediately following, a period of reduced work is paid on the basis of the established reduced work schedule.

- b. **Dependency (Tax Equivalency) Allowances.** Dependency (tax equivalency) allowances will be based on the net salary paid for the established reduced work schedule.
- c. **Medical Insurance.** Staff members may continue participation in the Medical Insurance Plan or Medical Benefits Plan, whichever is applicable, and contribute based on the full-time equivalent of their net salary.
- d. **Life and Accident Insurance.** Staff members will continue to be covered under the Group Life Insurance Plan or Death in Service Benefit, whichever is applicable, and the Accident Insurance Plan based on the full-time equivalent of their net salary. Staff members may continue participation in the Optional and Dependent Group Life Insurance Plans and the Optional Accident Insurance Plan and contribute based on the full-time equivalent of their net salary. Staff members must elect, in writing, before commencing their reduced work schedules if they wish to reduce coverage to the level applicable to the net salary payable under the reduced work schedule and contribute on that basis.
- e. **Financial Assistance.** Where financial assistance is based upon income, the amount granted will be based on the net salary established for the reduced work schedule.
- f. **Payments on Ending Employment.** If a staff member's employment ends at the end of a period of reduced work, the payment in lieu of any accrued annual leave for which the staff member may be eligible will be based on the full-time equivalent of the staff member's net salary. The separation grant, termination grant, and severance payments will be based on the full-time net salary equivalent and, in calculating the amount of the grants and severance payment, periods of assignment to reduced work will be prorated based on the proportion of time the established reduced work schedule bears to full-time work.
- g. **Mobility Premium and Education Benefits.** The amount of the mobility premium payable under [Rule 6.21, "Mobility Premium,"](#) and the education grants and travel benefits payable under [Rule 6.14, "Education Benefits,"](#) will be prorated based on the proportion of time the established reduced work schedule bears to full-time work.
- h. **Staff Retirement Plan.** Staff members enrolled in the Staff Retirement Plan will continue their participation. Their contributions and pension accrual will be prorated in accordance with the terms of the Plan.
- i. **Disability and Workers' Compensation.** Staff members will continue to be covered under the Bank Group's Disability Program, and Workers' Compensation Program.
- j. **Other Benefits.** Service accruing for purposes of home country travel and resettlement will be prorated based on the proportion of time the established reduced work schedule bears to full-time work.

Official Holidays

3.09 Staff will be entitled to official holidays falling on their scheduled workdays.

Employment Outside the Bank Group

3.10 The employment or self-employment of staff members outside the Bank Group is governed by the provisions of ["Rule 3.02, Employment Outside the Bank Group."](#)

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06 Compensation

06.01 Compensation

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01. Subject, Applicability and Definitions

Subject and Policy Rationale

1.01 The purpose of this Rule is to provide guidelines for periodic review of general levels of compensation and periodic salary increases for staff of the Bank Group. This Rule, as amended, is effective July 1, 2011.

Applicability

1.02 This Rule applies to all staff members holding Open-Ended, Term, Regular, and Local Staff Regular appointments.

Definitions

1.03 For purposes of this Rule, the following definitions apply:

- a. **Salary Range** is the spread between the minimum salary and the maximum salary for a given grade.
- b. **Market Reference Point** is the point in the Bank Group's salary ranges which is aligned with salaries at comparable levels in the local labor market at the 75th percentile, and published by the Vice President, Human Resources Services, at the time of the annual salary review.
- c. **Total Salary Increase** is the total amount authorized for distribution to Bank Group staff members, expressed as a percentage of net salaries. The Total Salary Increase consists of the Performance-Based Salary Increase and the Supplemental Merit Increase components.
- d. **Structure Adjustment** is a component of the Performance-Based Salary Increase and is determined as provided in Section 3.02 below.
- e. **Salary Progression Adjustment** is a component of the Performance-Based Salary Increase and is determined as provided in Section 3.02 below.
- f. **Performance-Based Salary Increase** is the sum of the Structure Adjustment and the Salary Progression Adjustment.
- g. **Supplemental Merit Increase** is a separate salary increase, in addition to the Performance-Based Salary Increase, and is determined as provided in Section 3.03 below.

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02. Salary Structure

General

2.01 Each grade of the Bank Group salary structure has a range of net salaries expressed in United States dollars or in the local currency of the duty station. Salaries are determined net of taxes except as may be otherwise provided in a staff member's letter of appointment. [The salary ranges](#) for positions graded GA (or G1 where applicable) through GK will be published annually by the Vice President, Human Resources Services. Salary ranges are based on market reference points for each grade and are subject to review as provided in this Rule.

Grades GA through GI

2.02 Market reference points for Grades GA through GI will be established by the Bank Group in light of pay practices of selected comparator organizations in the local labor market composed of public and private sector organizations. In selecting comparator organizations, the Bank Group will consider their quality, relevance, size and stability.

2.03 A comprehensive labor market review will determine the structure adjustment in one year, followed by up to two years of adjustments based on published projected market salary increases. Where available, market data will be based on private and public sector organizations, weighted at two-thirds and one-third, respectively, for Grades GA through GH; and weighted at 50 percent each for Grade GI. As deemed necessary by the Vice President, Human Resources Services or his/her designee, in consultation with the responsible Vice President or his/her designee, annual or more frequent comprehensive labor market analyses will be conducted for country offices in fragile, volatile and/or dynamic labor markets.

2.04 The relationship of the market reference points for Grades GA through GI to salaries in the local labor market is defined by the Bank Group in light of competitiveness considerations and is set at the 75th percentile of market salaries net of income tax, except for the U.S. public sector where it is set at the average plus 10 percent.

Grades GJ and GK

2.05 The salary ranges for Grades GJ and GK are adjusted by the Consumer Price Index (CPI) movement for the Washington, DC-Baltimore area for May of the current year to May of the previous year.

International Competitiveness

2.06 The international competitiveness of the U.S. market for Grades GE through GH will be tested every four years against a market comprised of comparator organizations from member countries selected by the Bank Group, currently France and Germany.

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03. Salary Increases

Total Salary Increase

3.01 The Total Salary Increase will be determined annually and is equal to the sum of the Performance-Based Salary Increase and the Supplemental Merit Increase.

Performance-Based Salary Increase

3.02 The Performance-Based Salary Increase is the sum of the Structure Adjustment and the Salary Progression Adjustment, determined as follows:

- a. Structure Adjustment is the percentage adjustment which aligns the current market reference points with the new market values which represent the 75th percentile of defined market salaries.
- b. Salary Progression Adjustment is determined for Washington DC-appointed staff based on a five-year rolling average of the ratios of salaries to market reference points of confirmed staff who have been in their grade for at least one year. For staff in duty stations outside Washington, DC, the Salary Progression Adjustment is determined based on the Salary Progression Adjustment for Washington, DC-appointed staff.

The Performance-Based Salary Increase is distributed to staff through the salary increase matrix which provides a range of salary increases corresponding to the staff member's Salary Review Increase (SRI) performance rating and position in the salary range.

Supplemental Merit Increase (SMI)

3.03 The Supplemental Merit Increase provides a pool to reward staff receiving a SRI performance rating of 4 or 5. In addition, the SMI may also be awarded in certain years and on a targeted basis to staff with SRI performance rating of 3.3 in critical grades that lag behind comparable levels in the local market. The amount of the pool will be reported to the Board annually, and it should not exceed the maximum limit. The maximum limit for the SMI is the five-year historical ratio of salaries to the market reference points for staff, adjusted by the comparable ratio for staff with more than one year time-in-grade. The actual SMI calculation is based on the ratio of salaries to market reference points for staff with performance ratings of 4 or 5.

Review of Salary Progression Adjustment and Supplemental Merit Increase

3.04 The total of the Salary Progression Adjustment and the Supplemental Merit Increase is subject to a maximum limit based on historical five-year data of the ratios of salaries to market reference points. This maximum limit will be reviewed if any changes affecting the salary grade structure would be made.

Minimum Increase

3.05 Staff members whose performance is unsuccessful (with a SRI performance rating of 2.2) will not receive a salary increase. Other confirmed staff members will receive, at a minimum, an increase equal to 25 percent of the Performance-Based Salary Increase ("the Minimum Increase"). A staff member will not be awarded more than the Minimum Increase if such an increase would bring a staff member's net salary above the maximum of the salary range. A staff member who has not been confirmed at the time of the annual salary review is not eligible for the Minimum Increase. However, at the discretion of the staff member's manager, the staff member may be granted an increase under the salary increase matrix.

3.06 If as a consequence of a change in the salary structure a staff member's current net salary is below the minimum of the grade, the net salary will be adjusted at the time of the annual salary review to at least the minimum of the grade, except for staff whose performance is unsuccessful.

Promotion Increase

3.07 Except as provided in paragraph 3.08, upon promotion to a higher grade pursuant to the provisions of [Rule 5.05](#), a staff member will receive an increase equal to the greater of:

- i. 3 to 12 percent of the market reference point of the new grade, provided that the net salary after the promotion increase does not exceed the maximum of the salary range for the new grade; or
- ii. the amount necessary to bring the net salary to the minimum of the new grade.

Staff Assigned To Lower Level Positions

3.08 A staff member who has been assigned to a lower level position will receive a promotion increase only upon promotion to a grade higher than the grade held prior to being assigned to a lower level position.

Confirmation Increase

3.09 Upon confirmation of appointment pursuant to the provisions of [Rule 4.02](#), a staff member may receive a salary increase between zero and 5 percent of net salary for Washington, DC-appointed staff, and between zero and the greater of 5 percent or the Performance-Based Salary Increase, applied to net salary, for staff in duty stations outside Washington, DC.

Reduced Work Schedule

3.10 A staff member assigned to a reduced work schedule will receive salary increases based on net salary pro-rated in accordance with [Rule 5.08](#).

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04. Performance-Based Award Program

4.01 The Bank may pay a non-pensionable performance-based award to staff members ("Individual Performance Award") within the Bank's Finance Complex to measure, recognize and reward achievements throughout the

year. The Individual Performance Award is for sustained and superior annual performance which is linked to the annual performance evaluation process. In order to become eligible for the Individual Performance Award, a staff member must:

- a. achieve a SRI performance rating of 4 or 5 in the most recent annual performance rating exercise, although, at the discretion of the management identified in Section 4.02 below, the award program may be extended to staff with SRI performance rating of 3.3; and
- b. be mapped to one of the five Vice Presidencies of the Finance Complex (currently Concessional Finance and Global Partnerships, Corporate Finance, Risk Management, Group Chief Risk Officer's and Controller's and Treasury)

4.02 Consistent with the eligibility criteria for awards established in the guidelines issued by the management from time to time, a selection committee, within each eligible Vice Presidency of the Finance Complex, will nominate staff members for the award; and the responsible Vice President, with the concurrence of the Bank's Chief Financial Officer, will determine the award recipients and the amount of the award. The range of the individual payouts for the award is 2 to 15 percent of the market reference point of the recipient's grade.

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05. Recruitment Bonus

5.01 The Bank Group may pay a recruitment bonus if:

- a. a staff member is recruited outside of the Bank Group, and is appointed to a position subject to international recruitment; and
- b. the manager responsible for the position determines, with the approval of the responsible Vice President, and the Manager, Human Resources Team, that payment of a recruitment bonus is necessary to attract a candidate with essential skills required by the Bank Group, and/or to overcome the candidate's reluctance to disrupt an established career or to uproot a family to accept a position with the Bank Group.

5.02 The amount of the recruitment bonus will be from 1 month to 3 months of a staff member's net salary, as determined by the manager responsible for the position, with the approval of the responsible Vice President, and the Manager, Human Resources Team. Two-thirds of the recruitment bonus will be paid in the first month of service, and one-third will be paid after six months of service. Recruitment bonus payments will not be part of a staff member's annual net salary.

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06. General

Salary Calculation and Payment

6.01 Salaries will be calculated on a monthly basis. Payment will be made twice monthly of approximately 50 percent of that salary plus allowances paid on a periodic basis and less deductions. Periods of less than one month will be calculated on the basis of actual working days and paid holidays falling within the defined period. Except for overtime and shift differential payments, periods of less than one day will be counted as whole days provided that the staff member worked at least two hours. Allowances will be pro-rated.

Deductions

6.02 Salary payments will be made net of deductions for outstanding advances and loans due and payable in part or in full, and mandatory or voluntary benefit programs administered by the Bank Group including, but not limited to, the Staff Retirement Plan, health insurance, and life insurance.

Allowances

6.03 Allowances which are defined by reference to a percentage of net or gross salary will be adjusted

with the same effective date as changes in a staff member's salary. Unless otherwise specified, allowances will not be part of a staff member's annual net salary.

Leave Without Pay and External Service

6.04 A staff member who has been on leave without pay, or external service with or without pay, for a period of three calendar months or less as of the date of the annual salary review will receive an increase under the salary increase matrix at the time of the annual salary review. A staff member who has been on leave without pay, or external service without pay, for a period longer than three calendar months as of the date of the annual salary review will receive a salary increase at the time of the annual salary review in the amount of the Minimum Increase. A staff member who has been on external service with pay for a period longer than three calendar months as of the date of the annual salary review will receive a salary increase at the time of the annual salary review equal to the Structure Adjustment for the salary scale applicable to the staff member.

Absence Without Leave

6.05 During periods of unauthorized absence from duty a staff member may have his or her salary, net of mandatory deductions, reduced by an amount pro-rated to the number of working days or hours of absence.

Corrective Actions

6.06 Any retroactive adjustment of salary will take into account any changes in personnel status that have taken place during the period of retroactivity, as though the adjusted salary level had been in effect at the time of the change in status. Entitlements and deductions resulting from the change in status shall be recomputed in like manner.

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06 Compensation

06.02 Dependency (Tax Equivalency) Allowances

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the provisions governing the payment of dependency (tax equivalency) allowances to Headquarters' staff members. This Rule, as revised, is effective November 1, 2002.

Applicability

1.02 This Rule applies to staff members paid on a net-of-tax basis holding a Regular, Open-Ended, Term or Executive Director's Assistant appointment in a position subject to international recruitment or in a position subject to local recruitment at Headquarters.

Definitions

1.03 In addition to the definitions in [Rule 1.01, "General Provisions,"](#) for purposes of this Rule, the following definitions apply:

- a. **Child.** The term "child" means an unmarried natural son or daughter of the staff member, or an unmarried stepson or stepdaughter resident in the staff member's household at the duty station, or a legally adopted son or daughter of the staff member where a "bona fide" parental relationship exists.
- b. **Handicapped.** The term "handicapped" means physical or mental incapacitation for substantial gainful employment permanently or indefinitely, as determined by the Manager, Human Resources Service Center; or a designated official.
- c. **Designated Official.** The term "designated official" means the Manager, Benefits Administration or a Human Resources Analyst.
- d. **Income.** The term "income," when used with reference to a staff member's spouse or child, means the gross income for a calendar year in U.S. dollars or the U.S. dollar equivalent if the income is in another currency. It does not include the principal of inheritances or gifts, but does include income received from them. Gains or losses on sales of capital assets are also excluded, except those arising in the regular course of carrying on a business, such as dealing in real estate or securities. Income from carrying on a business means gross receipts less business expenses. If the income is net-of-tax, the Accounting Department will determine its gross equivalent by using standard Bank Group procedure for determining the gross incomes of staff members. If the income is in a currency other than U.S. dollars, the Accounting Department will determine the U.S. dollar equivalent by using the book rate of exchange in effect as of the end of

the calendar year in question.

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02. Allowance for Spouse

Amount of Allowance

2.01 Subject to [Section 4](#), a married staff member is eligible for an allowance for his or her spouse equal to 5 percent of the staff member's net salary subject to a maximum of \$3,500 a year. No such allowance is paid to a staff member who is legally separated from his spouse under an order from a court of competent jurisdiction. For staff on reduced work schedules, the amount of this allowance will be pro-rated based upon the proportion of time the established reduced work schedule bears to full-time work.

Commencement of Allowance

2.02 Eligibility for an allowance for a spouse commences on the latest of:

- a. the date a married staff member enters on duty;
- b. the first day of the month coincident with or following the date an unmarried staff member marries; or
- c. the date on which the change of a married staff member's appointment to a type of appointment to which this Rule applies becomes effective.

Cessation of Allowance

2.03 Eligibility for an allowance for a spouse ceases on the earliest of:

- a. the date on which the staff member's service ends in a type of appointment to which this Rule applies;
- b. the last day of the month coincident with or next following divorce or legal separation under an order of a court of competent jurisdiction; or
- c. the death of the spouse.

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03. Allowance for Dependent Children

Qualification for Allowance

3.01 A staff member is eligible for an allowance for each child who:

- a. is under 19 years of age; or
- b. is handicapped; or
- c. is under age 25 and either:
 - i. is a full-time student; or

- ii. has an income for the calendar year (from employment or other sources) of less than the amount specified in [Annex A to this Rule](#). In the case of a child who ceases to be a full-time student, the relevant income is that received after ceasing to be a full-time student.

The staff member and his spouse must provide more than one-half the child's support. Evidence of principal support may be required where the child is not resident in the staff member's household at the duty station.

Adopted Children

3.02 An allowance is payable in the case of an adopted child unless the Manager, Human Resources Service Center; or a designated official, determines that a "bona fide" parental relationship does not exist. A "bona fide" parental relationship is presumed to exist unless otherwise determined, considering:

- a. the relationship of the child to the staff member by blood or marriage, if any, and whether one or both of the natural parents are living;
- b. whether the child forms part of the staff member's household at the duty station;
- c. whether half the financial support of the child is provided by the staff member and his spouse without regard to Bank Group or other employer-provided benefits; and
- d. the child's age at adoption.

Amount of Allowance

3.03 Subject to [Section 4](#), the amount payable for each dependent child is \$600 a year. For staff on reduced work schedules, the amount of this allowance will be pro-rated based upon the proportion of time the established reduced work schedule bears to full-time work.

Augmented Allowance for a Child

3.04 A staff member who is unmarried or legally separated under an order of a court of competent jurisdiction is eligible for an augmented allowance for one child if an allowance is otherwise payable for the child under [paragraph 3.01](#) and the child is a resident in the staff member's household at the duty station. The augmented allowance is payable instead of the allowance under [paragraph 3.03](#) and is 5 percent of the staff member's net salary subject to a maximum of \$3,500 a year. For staff on reduced work schedules, the amount of this allowance will be pro-rated based upon the proportion of time the established reduced work schedule bears to full-time work.

Commencement of Allowance

3.05 Eligibility for an allowance for an eligible child commences on the latest of:

- a. the date on which a staff member enters on duty;
- b. the first day of the month coincident with or next following:
 - i. the birth or adoption of the child;
 - ii. the date upon which a child, if the child is 19 years of age or more, but under age 25, becomes a full-time student; or
 - iii. the date upon which the Manager, Human Resources Service Center, or a designated official, determines that a child, if the child is 19 years of age or more, is handicapped;
 - iv. the date upon which a child under the age of 25 no longer has an income for the calendar year (from employment or other sources) in excess of the amount specified in [Annex A to](#)

[this Rule](#); or

- c. the date the change of a staff member's appointment to a type of appointment to which this Rule applies becomes effective.

Cessation of Allowance

3.06 Eligibility for an allowance for a child ceases on the earliest of:

- a. the date on which the staff member's service ends in a type of appointment to which this Rule applies;
- b. the last day of the month coincident with or next following the later of:
 - i. the date the child reaches age 19;
 - ii. the date the child ceases to be handicapped;
 - iii. the date the child ceases to be a full-time student or reaches age 25, whichever comes first;
 - iv. the date the child has an income for the calendar year (from employment or other sources) in excess of the amount specified in [Annex A to this Rule](#).
- c. the date the child marries; or
- d. the date of death of the child.

If eligibility for an allowance for a child ceases and the child again becomes a full-time student, the allowance recommences on the first day of the following month, provided the child is 19 years of age or more but under age 25 and unmarried.

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04. Reduction of Allowance

4.01 When the income of a staff member's spouse exceeds \$30,000 gross in a calendar year, the sum of the allowances payable under [Section 2](#) and [Section 3](#) above will be reduced by 1 percent for each \$1,000 of spouse income over \$30,000 gross. In cases where the staff member cannot certify that the spouse's income is \$30,000 or less, no dependency allowance is payable unless the amount of spouse income is reported.

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05. Bank Group and Bank Group/IMF Couples

Bank Group Couples

5.01 When both husband and wife are Bank Group staff members, each is eligible for an allowance for the other under [Section 2](#), provided that the sum of the two allowances does not exceed the spouse allowance attributable to the higher salary. The couple is eligible to receive one allowance for each dependent child under [Section 3](#). The total allowance will be divided between the spouses according to their respective net salaries. The reduction provided for in [Section 4](#) above does not apply to these allowances.

Bank Group/IMF Couples

5.02 When husband and wife are staff members of the Bank Group and IMF, either, but not both, may apply with the written consent of the other to his or her organization for an allowance for the spouse and any dependent children. The amount of the allowance will be based on the net salary of the staff member applying for the allowance. The reduction provided for in [Section 4](#) above does not apply to these allowances. No allowance will be paid until a written application signed by both parties is submitted.

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06. Payment of Allowance

Payment

6.01 A dependency allowance will be paid on a semi-monthly basis along with the staff member's salary. Allowances will be based on the staff member's estimate of the income of the spouse or child in respect of whom the allowance is paid for the year in question, and are subject to adjustment if that person's actual income for that year is different from estimated income or if any other factor relating to that person's eligibility changes. Evidence of a person's income may be required by the Manager, Human Resources Service Center, or a designated official.

Reporting Changes

6.02 A staff member receiving an allowance under this Rule shall report promptly any change in the status or income of the spouse or child which affects either qualification for any allowance that is being paid or amount of that allowance.

Effect on Retirement and Insurance Plans

6.03 Allowances are not considered a part of pensionable remuneration and do not enter into Staff Retirement Plan computations, nor do they affect contributions or benefits under the Medical and Life Insurance Plans.

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Annex A: Income of a Child

For purposes of paragraphs [3.01 \(c\) \(ii\)](#); [3.05 \(b\) \(iv\)](#); and [3.06 \(b\) \(iv\)](#) of [Staff Rule 6.02](#), the gross income of a dependent child may not exceed \$10,712 for calendar year 2004 or any year thereafter. A child's income from temporary or part-time employment while a full-time student is disregarded.

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Last Modified On Jan 04, 2004

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06 Compensation

06.03 Overtime

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the provisions governing payment for overtime work performed by Bank Group staff. This Rule, as revised, is effective July 5, 2007.

Applicability

1.02 Except where otherwise specified in the text, the provisions of this Rule apply to staff members holding Regular, Local Staff Regular, Open-Ended, Term, Short Term Temporary and Extended Term Temporary appointments.

Definition

1.03 In this Rule, overtime work means work in excess of the staff member's regular work week established under [Rule 5.07, "Work Schedules, Hours of Work, and Official Holidays,"](#) including any paid leave taken, and time for meals or absences made available within the regular hours of work. If a staff member's work week is an alternative work schedule or differs from the regular work week at the duty station, overtime work means work in excess of hours of work established for the staff member's job in the letter of appointment or other written agreement.

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02. Authorization and Payment for Overtime Work

Eligibility

2.01 The following staff members may apply for payment for authorized overtime work:

- a. Staff members holding positions graded D and below; or
- b. Staff members determined by the Vice President, Human Resources, or an official designated for the purpose, to be eligible for overtime by reason of the special requirements of their duties; or
- c. Staff members holding Short Term Temporary and Extended Term Temporary appointments. Overtime hours worked by Short Term Temporaries count towards the 1,200 hour per fiscal year maximum.

Authorization for Overtime Work

2.02 Overtime work must be authorized in advance by a manager or by a staff member designated by a manager to authorize overtime work.

Amount of Payment

2.03 Payment for authorized overtime work will be made at the rate of 1.5 times an hourly rate based on the staff

member's net salary, or if the staff member's compensation is not paid net of income taxes, his or her gross salary. Payment will be made based on the hourly rate in effect when the overtime was performed. If the period of overtime work is less than one-half hour, no payment for overtime work will be made. If the period is longer, payment will be made for the initial half hour plus each increment of one-quarter hour (to the nearest quarter hour).

Special Provisions for Staff Who Work Outside Bank Group Premises

2.04 The following provisions shall apply in the case of work performed outside Bank Group premises:

- a. No payment for overtime work will be made while the staff member is on operational travel or on mission. A staff member who performs overtime work while on operational travel or mission may apply for compensatory leave pursuant to Staff Rule 6.06.
- b. No payment for overtime will be made for work performed at seminars, conferences, classes, events, etc., either as a participant or as an organizer, coordinator or administrator. A staff member who performs work as an organizer, coordinator, or administrator of a Bank sponsored seminar, conference, class, or other event may apply for compensatory leave pursuant to Staff Rule 6.06. A staff member who attends a seminar, conference, or class as a participant with no responsibility for organization, coordination, or administration of said event will not be eligible for compensatory leave.
- c. No payment for overtime will be made for work performed by a staff member at home nor will the staff member be eligible for compensatory leave.
- d. Overtime will be paid for work performed at the Bank Group's Annual Meetings.
- e. Staff members whose regular job involves leaving the Bank Group premises, such as drivers or messengers, will be eligible for overtime worked in the performance of their job responsibilities.

Special Provision for Staff Working on Reduced Work Schedules

2.05 A staff member working on a reduced work schedule in accordance with [Rule 5.08, "Reduced Work Schedule"](#) will be paid for authorized overtime work at one times an hourly rate based on his or her net salary or, if not paid net of income taxes, his or her gross salary until the amount of authorized overtime work plus the staff member's regular work week equals the work week for a staff member on a full-time schedule at the duty station. If the staff member's authorized overtime work plus his or her regular work week exceeds the work week of a staff member on a full-time schedule at the duty station, the staff member will be paid for the excess overtime work at 1.5 times the hourly rate. Payment will be made based on the hourly rate in effect when the overtime was performed.

Application for Payment

2.06 A staff member must apply for payment for overtime work within 30 calendar days after the overtime work was performed. No payment for overtime will be made if the overtime request is not presented to a manager who authorized or could have authorized the work within that time.

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03. Taxi Fares

3.01 A staff member who performs authorized overtime work may receive reimbursement for taxi fares in accordance with AMS 4.60, Taxi Fare Reimbursement.

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06 Compensation

06.04 Tax Allowance

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[07. Social Security Tax Reimbursement](#)

01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the provisions governing the payment of income tax allowances and social security tax reimbursements to Bank Group staff members. This Rule was most recently amended on September 20, 2011.

Applicability

1.02 Except where otherwise specified in the text, this Rule applies to all staff members whose Bank Group compensation is paid net of income taxes.

Definitions

1.03 In this Rule:

- a. **Compensation** means the salary, allowances (other than the tax allowance), and other payments to or for the account of a staff member made by the Bank Group, whether in cash, cash equivalent, or in kind, which are subject to income taxation or social security taxation applicable to the staff member. Compensation does not include benefits paid under the Bank Group Staff Retirement Plan.
- b. **Designated Official** means the Compensation and Benefits Policy Officer, Manager, Corporate Expense Services ("CTRCS"); or the head of a country office designated for a specified purpose by the Manager, Human Resources Compensation Management.
- c. **Gross**, when used with reference to income, compensation, amounts of compensation, and the like, means inclusive of income taxes.
- d. **Adjusted Gross Income**, when used with reference to the income taxation of the United States (U.S.) or one of its political subdivisions, has the same meaning it has in the corresponding income tax legislation and includes income imputed or deemed to be received under that legislation. Adjusted gross income, when used with reference to the calculation of tax allowances payable for taxes imposed by the U.S. or one of its political subdivisions, includes the modifications provided for in [Section 3](#) and [Section 4](#) below.

- e. **Spouse Income** includes all the earned and unearned income of a spouse treated as subject to taxation under relevant income tax legislation. With respect to income from properties or assets to which legal title is held jointly by the staff member and his or her spouse, spouse income includes a portion of such income that is proportionate to the spouse's documented ownership interest in the property or asset, but if the spouse's ownership interest is not established, one half of the income will be considered spouse income. Spouse income does not include income relating to property or assets for which the staff member holds sole legal title and/or for which the spouse holds no title.
- f. **Average Deductions**, when used with reference to a tax allowance calculated under [Section 3](#), means the average amounts of itemized deductions taken into account in establishing net taxable income by subtractions from adjusted gross income. It does not include adjustments or exclusions from gross income, deferrals of income which may be taxed in future years, or deductions for personal exemptions.
- g. **U.S. Income Taxes** includes federal, state, and local income taxes unless the context requires otherwise.
- h. **Non-pay Items** include:
 - i. income represented by spouse travel;
 - ii. imputed income from group life insurance plans;
 - iii. social security tax reimbursement;
 - iv. severance payments received in a lump sum;
 - v. separation grant;
 - vi. payments for accrued annual leave;
 - vii. education benefits;
 - viii. resettlement grant;
 - ix. relocation/settling-in grant;
 - x. a safety net tax allowance;
 - xi. emergency travel benefit; and
 - xii. non-recurring benefits on assignment away from headquarters.
- i. **Staff Member** includes a former staff member except where otherwise specified.

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02. Obligations of Staff Members and the Bank Group

Timely Payment of Taxes

2.01 A staff member is required by the Bank Group to pay timely all income and social security taxes due from time to time under law on Bank Group compensation, including payments of estimated taxes. The payment of such taxes is a condition of the staff member's receiving a payment of tax allowance or social security tax reimbursement. Failure to comply with a staff member's tax obligations as required by law may result in a referral to the Office of Ethics and Business Conduct pursuant to [Staff Rule 3.00](#).

Reports Furnished to Staff Members

2.02 Subject to the provisions of [Rule 2.01, "Confidentiality of Personnel Information,"](#) if the Bank Group reports income of a staff member to tax authorities, it will furnish the staff member a copy of the report.

Correct and Complete Information Required

2.03 A staff member who applies for a tax allowance, safety net tax allowance, as provided in [Section 4](#) of this Rule, or a social security tax reimbursement is required to furnish the Bank Group correct and

complete information upon which a payment of the tax allowance or social security tax reimbursement may be calculated or a question involving the recalculation of such a payment can be reviewed. Failure to submit a tax allowance application annually with updated and accurate information will result in suspension of a tax allowance payment until such time as an updated application is received, and may result in a referral to the Office of Ethics and Business Conduct pursuant to [Staff Rule 3.00](#). By submitting a tax allowance application, whether electronically or on paper, staff members agree to be bound by the provisions of this Rule. Staff members may be required by the Tax Office or the Bank Group's auditors to furnish evidence supporting information provided pursuant to this Rule. Such information may also be a subject to the verification procedures defined in paragraph 2.09 of this Rule.

Recalculation of Tax Allowances

2.04 If a staff member's taxes are re-determined, whether at the initiative of the staff member or of tax authorities, on the basis of a change in information or the tax consequences attributed to information furnished in connection with an application for a tax allowance or a social security tax reimbursement, the staff member must promptly inform the Bank Group so that a recalculation of the payment can be made. If a staff member discovers an omission or error in the information furnished in connection with an application for a tax allowance or a social security tax reimbursement, he or she should request a recalculation and furnish new or corrected information (together with evidence substantiating such information as requested by the Tax Office) no later than one year after the due date for the final payment of the tax for which the staff member received an allowance or reimbursement from the Bank Group. The Bank Group will recalculate the payment based on the new or corrected information.

Tax Legislation

2.05 References to the U.S. Internal Revenue Code, U.S. state and local income tax legislation, and similar references to other legislation are to such legislation as it exists from time to time or at a time specified. In calculating the tax allowances or social security tax reimbursement under any system provided for in this Rule, the Bank Group will take account of generally applicable changes in taxation which increase or decrease the staff member's tax liability.

Lowest Taxation Assumed

2.06 Except as may result from the application of [paragraph 5.01 below](#), the Bank Group will calculate tax allowances and social security tax reimbursements on the basis that the lowest tax payable under the governing law on Bank Group compensation is attributable to it under this Rule.

No Allowance for Other Taxes

2.07 Except as provided in this Rule, the Bank Group will pay no allowance or reimbursement for any tax imposed upon or measured by Bank Group compensation. Except as provided under the Bank Group U.S. estate tax protective measures, the Bank Group will not pay allowances or reimbursements for gift, estate, succession, or other taxes imposed on the payment or transfer of money, money's worth, or property to a staff member, beneficiaries or survivors of a staff member, or an estate or succession.

Tax Liability

2.08 Staff members who incur taxation on payments from the Bank Group by reason of departure from the duty station prior to separation from employment assume any tax liability on salary or other payments that arise as a result.

Verification Procedures

2.09 In respect of staff members being entitled to a tax allowance, safety net tax allowance, social security tax reimbursement, or a gross up of compensation pursuant to paragraph 6.01 of this Rule, the Bank Group reserves the right to request from the Internal Revenue Service or state tax authorities (or

other national tax authority, if applicable) tax information, including copies of actual filed tax returns. Upon request of the Tax Office or Bank Group's auditors, such a staff member must sign Internal Revenue Service Form 8821 and corresponding state forms granting the Bank Group access to the desired information. Upon request of the Tax Office or Bank Group's auditors, such a staff member may also be required to submit a copy of his or her actual filed tax return. If a staff member's tax allowance is determined by taking into account the income of the staff member's spouse, the Tax Office or Bank Group's auditors may require the staff member to provide information substantiating the spouse's income claimed in calculating the tax allowance. Only data or forms necessary to verify the information provided by a staff member under this Rule or to authenticate the copies of tax returns furnished by the staff member will be requested from the applicable tax authorities or from the staff member.

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03. Average Deductions Tax Allowance

Eligibility

3.01 Subject to [Section 6](#) of this Rule, all staff members who are U.S. citizens and whose Bank Group compensation is paid net of taxes and who incur U.S. income taxes on Bank Group compensation may apply for a tax allowance computed under this section. Non-U.S. citizen staff members who are paid net of taxes and who incur tax liability on Bank Group compensation should also refer to paragraph 5.01 of this Rule.

Amount of Tax Allowance

3.02 The tax allowance payable to the staff member will be the amount of U.S. income taxes calculated under this section which, when subtracted from gross Bank Group income (reduced by income taxes attributable to a spouse and any social security tax reimbursement), will equal the Bank Group compensation paid net of tax.

Calculation

3.03 The tax allowance will be calculated as follows:

- a. **Average Deductions.** For state and local income tax purposes, the staff member will be treated as deducting the average deductions for all U. S. taxpayers at the staff member's adjusted gross income level for federal income tax purposes, except that, where a staff member's filing status is single or head of household and the staff member has adjusted gross income less than an amount determined by the Manager, Human Resources Compensation Management or his/her designee, the average deductions will be those for single taxpayers. Average deductions will be derived from the most recent U.S. Internal Revenue Service statistics, adjusted for changes in tax legislation and taking into account the applicable phase-outs for the applicable year. Average deductions will not include data relating to:
 - i. overseas income;
 - ii. foreign tax credits;
 - iii. farm and business income and expenses;
 - iv. medical and dental expenses;
 - v. moving expenses;
 - vi. miscellaneous itemized deductions; and
 - vii. investment interest.

The above notwithstanding, if the standard deduction is greater than the average deduction which otherwise would be used in calculating the staff member's tax allowance, the standard deduction will be used.

- b. **Adjustments for State and Local Taxation.** Average deductions will be adjusted for differences between U.S. federal and state and local income tax legislation. For federal income tax purposes, the average deductions will be the deductions used for calculating the state and local tax allowances (without adjustments for differing provisions of state and local income tax legislation) less the average deduction for state and local income taxes plus the calculated annual tax for state and local income taxes.
- c. **Adjusted Gross Income.** The amount of adjusted gross income will determine the level of average deductions used in calculating the staff member's tax allowance as follows:
 - i. Adjusted gross income will be reduced by non-pay items. Adjusted gross income will be increased by the amount of alimony paid, and the amount by which adjusted gross income is reduced for contributions to individual retirement accounts, Keogh and other retirement plans in Internal Revenue Service statistics. Adjusted gross income will also be increased by the additions to and reduced by the subtractions from U.S. federal adjusted gross income provided for in state and local income tax legislation; and
 - ii. If the staff member's spouse has income and if the staff member is treated as married filing jointly, the adjusted gross income of both will be used to ascertain average deductions as provided in [\(e\) below](#). The amount of a spouse's deductible contributions to an individual retirement account or other retirement plan will be subtracted from the combined gross income.

For the purpose of calculating the tax allowance and determining the level of average deductions, adjusted gross income includes all items of income included in adjusted gross income under relevant income tax legislation plus alimony paid, but not income of the staff member from sources other than the Bank Group compensation.

- d. **Filing Status.** The tax allowance will be calculated using the filing status which produces the lowest tax and which the staff member is eligible to use, except that a married staff member will be treated as married filing jointly unless:
 - i. the staff member establishes that the spouse is nonresident for U.S. income tax purposes and does not elect to be treated as a resident (i.e., does not file jointly);
 - ii. at the staff member's request, the Tax Office determines that using an alternative filing status for which the staff member is eligible would result in an overall tax allowance that is less than that which would be payable when treating the staff member as married filing jointly; or
 - iii. the Manager, CTRCS, or his/her designee determines that due to the staff member's marital circumstances it would be impracticable for the staff member to file jointly with the spouse and that the actual filing status should be used as a basis for calculation.

All staff who have their tax allowance calculated using a filing status other than "married filing jointly" may be required to submit a copy of their Internal Revenue Service Form 1040 and State tax return, upon request, to the Tax Office or the Bank Group's auditors. If a staff member is a surviving spouse as defined in the U.S. Internal Revenue Code or is entitled to file a joint return which includes the income of a deceased spouse (other than income in respect of a decedent), the staff member will also be treated as married filing jointly.

- e. **Spouse Income**
 - i. Staff member compensation greater than spouse net of tax income. If the spouse of a staff member treated as married filing jointly has a net income lower than that of the staff

member, a tax allowance will be calculated as follows. A net of tax income will be calculated for the spouse. The calculation of the tax the spouse would pay will be made using the following:

1. average deductions at the spouse's adjusted gross income level;
2. the spouse's own personal exemption that the spouse can claim separately;
3. the prorated portion of exemptions for dependents that the spouse would be entitled to claim filing separately based on the ratio that the gross income of the spouse bears to the total income of the spouse and the staff member;
4. the prorated portion of the child credit that the staff member and the spouse can claim jointly based on the ratio that the gross income of the spouse bears to the total gross income of the spouse and the staff member; and
5. the spouse's calculated state tax. The tax on the spouse income will be calculated applying married filing separately rates.

A tax will be calculated using married filing jointly rates on the combined compensation of the staff member and the net of tax income of the spouse, and the tax allowance will be the difference between the joint tax so calculated and the tax the spouse alone would pay using married filing separately rates.

- ii. Staff member compensation less than spouse net of tax income. If the spouse of a staff member treated as married filing jointly has net of tax income equal to or higher than that of the staff member, the tax allowance will be the greater of:
 1. a tax allowance on Bank Group income taking into account spouse income and calculated under subparagraph (i) above, and
 2. a tax allowance on Bank Group income not taking into account spouse income and calculated using married filing separately rates, the staff member's personal exemption, a proportion of exemptions for child credit for dependents that the staff member and the spouse would be entitled to claim filing jointly that the gross income of the staff member bears to the total gross income of the spouse and staff member.

Staff Members Married to Each Other

3.04 The Bank Group compensation of a staff member who is a U.S. citizen and who is married to another staff member who is a U.S. citizen will be aggregated with the Bank Group compensation of the spouse. No other income of either spouse will be taken into account. A federal tax will be calculated as provided in this section. If both staff members are U.S. citizens, the federal tax so calculated will be divided in the proportion that the Bank Group adjusted gross income of each bears to the whole, and a tax allowance will be paid to each staff member accordingly. The state tax will be calculated on each staff member's Bank Group compensation and a tax allowance so calculated will be paid to each staff member. The tax allowance of a U.S. staff member married to a staff member who is not a U.S. citizen will be calculated ignoring non-taxable Bank Group compensation of the spouse. Taxable spouse income from sources other than the Bank Group will be included in the calculation in accordance with paragraph 3.03 of this Rule.

Part-Year Staff

3.05 The tax allowance of a staff member whose appointment becomes effective or whose appointment terminates during a year (for reasons other than death in service) will be calculated under this section as if the staff member received Bank Group net salary and dependency allowance during the entire year at the same rate they were received during the part of the year the staff member held an appointment. The annual federal and state tax on Bank Group net salary and dependency allowance so calculated will be multiplied by the fraction of the year the staff member held an appointment, except that periods for which the staff member received Bank Group gross compensation, and the gross

compensation will be disregarded. A tax will also be calculated on all other items of compensation including benefits and allowances which are subject to taxation at the applicable marginal rates. The tax so calculated will be added to the tax calculated on annualized net salary and dependency allowance. The amount resulting will be the tax allowance. In the event that a staff member eligible for a tax allowance dies in service, a tax allowance may be due on account of Bank Group compensation paid net of tax to the staff member, or to the staff member's estate, surviving spouse or other beneficiary. Such a tax allowance will be calculated on the basis of the actual taxable Bank Group compensation paid during the year.

Transfers to or from the International Monetary Fund

3.06 The tax allowance of a staff member transferring to or from the International Monetary Fund without interruption of service will be calculated as if the staff member were a part-year staff member.

Staff Members Receiving U.S. Citizenship

3.07 The tax allowance of a staff member who becomes a U.S. citizen during a year while receiving Bank Group compensation will be calculated for that year as provided in this section based on the actual amount of Bank Group compensation from the date of becoming a citizen.

U.S. Citizens Qualifying for the Foreign Earned Income Exclusions

3.08 See below:

- a. Payment of tax allowance to U.S. citizens for U.S. federal, state and local income taxes will be calculated using the maximum allowable foreign earned income and housing exclusions under the U.S. Internal Revenue Code, where applicable. Except as provided in [paragraph \(b\) below](#), a staff member who is a U.S. citizen assigned to a duty station outside the U.S for a period of at least a year is required during such period to maintain physical presence in other countries to the extent necessary to qualify for the maximum foreign earned income and housing exclusions.
- b. A staff member may request, in advance, that he or she not be required to qualify for the maximum foreign earned income and housing exclusions on the basis of physical presence. The request should explain the operational and/or personal circumstances that would require extended presence in the U.S., and it must be approved by the staff member's manager at the level of Department Director or above, after consultation with the Tax Office. Staff members who so fail to qualify for the maximum exclusions will be required to have their tax circumstances reviewed by the Tax Office and an external accounting firm to determine if they qualify for the exclusion on the alternative basis of bona fide residency. The tax allowance will be computed taking into account the maximum foreign earned income, housing exclusions and housing deductions that are determined to be allowable.
- c. Those staff members who are determined under [paragraph \(b\)](#) to qualify for the foreign earned income and housing exclusions as bona fide residents must have their tax returns prepared by a Bank Group approved accounting firm, which will report the actual foreign earned income, housing exclusions and housing deductions to the Bank Group's Tax Office. Other information from the tax return will remain confidential, except as provided below. If the tax filing is based on bona fide residency, and prepared by a Bank Group approved accounting firm, the Bank Group will be responsible for any additional tax allowance, penalties and interest relating to any future denial by the IRS of the foreign earned income and housing exclusions (or any portion thereof) claimed with respect to Bank income only. The Bank Group's responsibility for additional allowance and/or reimbursement is further conditioned on the Bank Group's right to review the tax return as well as relevant correspondence with the accounting firm and the IRS.
- d. The staff member is responsible for fees charged by the accounting firm for late submission of information, or charges relating to amended tax returns as a result of changes in non-bank income.
- e. A staff member who is not required to qualify for the maximum foreign income exclusions on the

basis of physical presence or bona fide residency and who chooses to file his or her tax returns claiming these exclusions will so notify the Tax Office, and the tax allowance will be calculated applying the exclusions, to the extent claimed. (Outside tax advice regarding eligibility is strongly suggested.) If the claimed exclusion is subsequently disallowed by tax authorities, the tax allowance will be recalculated pursuant to [paragraph 2.04](#), but the staff member will bear the cost, without reimbursement, of any interest and penalties assessed in connection with the disallowance of bona fide residency.

- f. Upon the request of the Tax Office or of the Bank Group's auditors, all staff who have assignments outside the U.S. for 11 months or more but who are not required to meet the physical presence or bona fide residence test may be required to submit a copy of their Internal Revenue Service 1040, Form 2555 (if any), the first two pages of their state tax returns, and agree to sign Internal Revenue Service Form 8821 for a given year and corresponding state forms for a given year.

Time of Payment

3.09 Payments of tax allowance for U.S. federal, state, and local income taxes under this section will be made quarterly at least one week in advance of U.S. federal estimated tax payments due in April, June, and September. A fourth payment will be made before the end of the calendar year.

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04. Safety Net Tax Allowance

Eligibility

4.01 Subject to [Section 6](#) of this Rule, a staff member who is eligible to apply for a tax allowance for a given year under [Section 3](#) of this Rule may also apply for a tax allowance under this section for that year. An application for a tax allowance under this section must be made by December 31 of the year in which the final return for the tax year which is the subject of the application is due, 60 days after the final return is filed or a later date approved by the Manager, CTRCS, or his/her designee, except that an eligible staff member whose taxes are redetermined by tax or judicial authorities and if he or she was eligible for a tax allowance under this section for the year in question, may apply for a tax allowance under this section within one year after the redetermination becomes final.

Amount of Safety Net Tax Allowance

4.02 The tax allowance payable to the staff member will be the amount calculated under [paragraph 4.03](#) reduced by the tax allowance paid the staff member under [Section 3](#) and [Section 7](#) of this Rule.

Calculation

4.03 The tax allowance will be calculated using actual data appearing in the returns or other documents submitted by full-year and part-year staff. Married staff members must indicate the amount of spousal income on the safety net tax allowance application, and the Tax Office may request evidence substantiating this amount. The actual deductions claimed which are attributable on a pro rata basis to the staff member's own actual outside income will be subtracted from the total deductions claimed. A tax allowance will then be calculated using the staff member's actual filing status or the filing status which produces the lowest tax and which the staff member was eligible to use, actual income, actual number of exemptions claimed, actual deductions, state of residence, and other relevant data, using the method used to calculate the tax allowance under [Section 3](#) of this Rule. The actual deductions, reduced as provided above, will also be prorated between Bank Group income and spouse income. In the case of part-year staff applying for a tax allowance under this section, federal and state income taxes will be calculated taking into account the staff member's total actual Bank Group compensation, actual outside earned or pension income (in lieu of annualized salary), spouse income (if applicable) and actual deductions for the year. The tax allowance payable will be the taxes so calculated multiplied

by the ratio which the staff member's total Bank Group compensation bears to the sum of total Bank Group compensation plus actual outside earned and/or pension income plus spouse income.

Time of Payment

4.04 Payment of tax allowance under this section will be made in the quarter following the staff member's application for the tax allowance, provided application is made by a date specified by the Manager, CTRCS, or his/her designee, from time to time. Payment of tax allowance pursuant to applications made in the last quarter of a year may be made in that quarter.

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05. Other Tax Allowances

5.01 Subject to [Section 6](#) of this Rule, all staff members who are citizens of countries other than the U.S., or who are nationals, but not citizens of the U.S., and whose Bank Group compensation is paid net of taxes and who incur income taxes on Bank Group compensation may apply for a tax allowance calculated and payable as determined by the Manager, CTRCS, or his/her designee. The tax allowance will be calculated on the same or similar bases as are set forth in [Section 3](#) and [Section 4](#) to the extent the Manager, CTRCS, or his/her designee will decide, considering the applicable income tax legislation, the availability of average deduction statistics, and the practicability of alternative methods of calculation.

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06. Special Provisions for Staff Members Holding Short Term Consultant, Short Term Temporary Extended Term Consultant, and Extended Term Temporary Appointments

6.01 If a staff member holding an appointment mentioned in the caption is paid Bank Group compensation net of income tax and an income tax is imposed on his or her Bank Group compensation, the Manager, Human Resources Compensation Management or a designated official may determine the gross amount of Bank Group compensation that would have been paid to the staff member if his/her compensation had been paid gross initially and thereafter, and the staff member will be paid gross compensation. Consistent with paragraph 2.09 of this Rule, the staff member may be required to sign IRS Form 8821 and corresponding state forms granting the Tax Office or Bank Group's auditors access to information verifying staff member's tax information, and/ or submit his or her tax return to the Tax Office to substantiate the staff member's request for a gross up of compensation. The amount of gross compensation will be the gross amount paid or which would have been paid to a staff member subject to the same tax legislation with the same or similar professional skills for the performance of the same or similar duties. The difference between the amount so determined and the Bank Group compensation paid will be paid to the staff member in lieu of a tax allowance calculated under the foregoing sections of this Rule.

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07. Social Security Tax Reimbursement

Amount of Reimbursement

7.01 A staff member whose compensation is subject to social security taxation will be paid a reimbursement for social security taxes on Bank Group compensation as provided in this paragraph. No reimbursement will be paid for social security taxes or contributions if such payment is not compulsory. Subject to [paragraph 7.02 below](#), the amount of reimbursement will be the difference between the amount of social security taxes paid by the staff member and, if less, the amount of such taxes the staff member would have paid on Bank Group compensation had it been paid by a taxable employer whose employees were not exempt from social security taxation. If the amount of social security taxes is subject to a maximum and the staff member has paid such taxes on sums other than Bank Group compensation paid net of income taxes, before or during employment with the Bank Group, the amount of such payments will be subtracted from the reimbursement paid to the staff

member by the Bank Group.

7.02 If the Bank Group permits a staff member to participate in a governmental social security system in lieu of providing benefits it generally provides to staff members holding the same appointment, and the staff member pays social security taxes or contributions directly, the amount of reimbursement will be the amount of such taxes or contributions or a portion of such taxes or contributions determined by the Manager, Human Resources Compensation Management or a designated official, based on the payments made by employees of taxable employers generally or the employer share of the benefits foregone by the staff member.

Time of Payment

7.03 Reimbursements of social security taxes for staff whose duty station is headquarters will be made before the due dates for payment of social security taxes at the times income tax allowances are paid. At offices other than headquarters, reimbursements will be made at times determined by the Manager, Human Resources Compensation Management or a designated official.

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06 Compensation

06.05 Job Evaluation

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[02. Classification & Grading Decisions](#)

[03. Job Evaluation Process](#)

01. Subject, Applicability and Definitions

Subject and Policy Rationale

1.01 The provisions in this Rule set forth a Job Evaluation system designed to grade Jobs in the Bank Group in accordance with their content. This Rule is effective, as amended, June 1, 2008.

Applicability

1.02 This Rule applies to Jobs held by all staff members holding Regular, Local Staff Regular, Open-Ended, and Term appointments.

Definitions

1.03 For purposes of this Rule, the following definitions apply:

- a. **Classification** means assigning a grade, Job title, Job family, and/or network / sector board affiliation to a particular Job.
- b. **Grade** means the value ranking placed on a Job in relation to other Jobs in the Bank Group based on the overall Job Content.
- c. **Job** means a recurring set of duties, accountabilities and reporting relationships of a staff member.
- d. **Job Content** refers to a Job's purpose, principal duties, accountabilities, and reporting/working relationships.
- e. **Job Description** refers to a description of the Job Content for a particular, individual Job, as well as the specialized skills, knowledge, competencies, education, and experience required to perform the Job at full proficiency.
- f. **Job Evaluation** refers to the process of analyzing Job Content for the purpose of Classification and/or grading a Job.
- g. **Job Profile** refers to a generic Job Description developed and classified as a benchmark or occupational standard and maintained for the purpose of matching and grading other Jobs. A Job Profile describes the typical Job Content required by a Job at a given grade level.
- h. **Network/Sector Board** means, inter-alia, a group of senior staff members with a shared interest and expertise in a particular professional discipline who are joined together for the purpose of defining performance and selection standards within the World Bank for that professional discipline.
- i. **Network/Sector Board Head** means the staff member who chairs the Network/Sector Board.

- j. **Reclassification** means a change of Job title and/or Network/Sector Board affiliation that generally occurs as a result of a significant change in Job Content. A Reclassification may or may not involve a change in grade.

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02. Classification & Grading Decisions

2.01 Non-Managerial Jobs. For non-managerial Jobs, Classification and grading decisions will be made by the responsible manager in consultation with the assigned HR Team Manager, or designee, and the relevant Network/Sector Board if applicable.

2.02 Managerial Jobs. For managerial Jobs, Classification and grading decisions will be made by the responsible next-level manager in consultation with the assigned HR Team Manager, or designee, the relevant Network/Sector Board, if applicable, and the Bank's Executive Resources Unit of the Human Resources Department for Bank and MIGA managerial positions, or by IFC's Vice President for Human Resources, or designee, for IFC managerial positions.

2.03 Review by the Compensation Policy unit of the Human Resources Department. Review by HR's Compensation Policy unit will include the following.

- a. At the discretion of the Manager of Compensation Policy, the Compensation Policy unit may assess institutional consistency by conducting selective ex-post reviews of Classification and grading decisions. Such reviews may result in recommendations for alternative Job matching, titles, grading, or Network/Sector Board affiliation.
- b. The Compensation Policy unit may assist in the Classification and/or grading of individual Jobs at the request of the responsible manager; the assigned HR Team Manager, or designee; or one of the Bank Group's conflict resolution agencies.

2.04 Job Classification and grading decisions focus exclusively on the Job under evaluation and will not necessarily result in the promotion of the Job incumbent(s), if any. Promotion decisions will be made in accordance with SR5.05.

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03. Job Evaluation Process

3.01 All Job Evaluation will commence with the identification or confirmation of a business need and the preparation of a Job Description, by the responsible manager, to fulfill the business need.

3.02 The Job Description detailing Job Content will be the basis for comparing each Job to the generic Job Profiles in the Bank Group's inventory of Job Profiles maintained by the Human Resources Department as benchmarks or occupational standards at defined grade levels. The Job will be classified in accordance with the content and Grade level of the benchmark Job Profile that best matches the Job under evaluation.

3.03 The individual qualifications, interests, or performance of the Job incumbent will not be taken into account for the purposes of evaluating a Job. The Job will be evaluated strictly with regard to Job Content.

3.04 A manager may initiate one or more Job Evaluations within his/her area of responsibility, at any time that such manager believes that a current Job Grade or title, may not accurately reflect current Job Content or requirements. When a manager initiates the evaluation of a Job that has an incumbent, said incumbent will provide an accurate description of current principal duties and activities of the Job.

3.05 Staff disputes arising from decisions made under paragraphs 2.01 and 2.02 of this Rule may be handled via the Bank Group's Conflict Resolution System, in accordance with the provisions of Staff Rules [9.01](#), [9.02](#), [9.03](#), and [9.05](#).

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06 Compensation

06.06 Leave

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the provisions governing the staff members' taking of leave. This Rule was most recently amended on July 1, 2011.

Applicability

1.02 Except as otherwise specified, the provisions of this Rule apply to all staff members holding Regular, Local Staff Regular, Open-Ended, Term or Executive Director's Advisor appointments. In addition, special provisions for staff on Extended Term Consultant or Extended Term Temporary appointments apply as stated in section 10 of this Rule.

Definitions

1.03 In addition to the definitions in [Rule 1.01, "General Provisions,"](#) for purposes of this Rule, the term "leave year" means the period beginning March 1 and ending on the last day of the following February.

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02. Annual Leave

General

2.01 Annual leave is absence from duty with pay for vacation, rest and relaxation, and for other purposes on occasions when other types of leave are not applicable.

Accrual

2.02 Staff members accrue annual leave on a daily basis at the following annual rates:

Length of Service	Number of Hours of Leave a Year
Under 5 years	208 hours
5 but less than 10 years	224 hours
10 or more years	240 hours

For the purpose of determining the rate of annual leave accrual, length of service means total service with the Bank Group immediately preceding any date of annual leave entitlement in any of the listed in [paragraph 1.02](#). Leave without pay of 30 calendar days or less while serving in any of such appointments, and any assignment to external service without pay are also considered service for this purpose.

Taking Annual Leave

2.03 Annual leave may be taken, with prior approval, at the initiative of the staff member. A staff member's manager may also require annual leave to be taken for absences which have not been approved as some other form of leave.

Minimum Use of Annual Leave

2.04 Staff members are required to take a minimum of 120 hours of annual leave each leave year. The minimum usage requirement will be waived:

- i. for the leave year prior to the first full leave year of a staff member's employment;
- ii. if a staff member leaves Bank Group service during the leave year;
- iii. if a staff member was on leave without pay or external service without pay for 31 calendar days or more; or
- iv. if a staff member was approved for disability during the leave year.

Advance Annual Leave

2.05 For exceptional and urgent reasons, a staff member's manager may authorize up to 10 days of advanced annual leave. Advances will be charged against entitlements accruing in the future. For term staff, advances are limited by the amount of leave that will accrue in the remaining contract period.

Carry-Over of Annual Leave

2.06 A maximum of 600 hours of unused annual leave may be carried over from one leave year to the next. Any unused portion of the minimum usage requirement specified in [paragraph 2.04](#) will be deducted without compensation and without being transferred to sick leave before the carryover balance is determined. Any excess annual leave thereafter will be transferred to the sick leave balance of the staff member.

Change of Appointment

2.07 Upon changing types of appointment without a break in service among Regular, Open-ended, Term, Local Regular, or Executive Director's Advisor appointments, a staff member's annual leave balance carries forward to the new appointment.

Payment in Lieu of Annual Leave

2.08 Unless otherwise stated in the letter of appointment, upon separation from service, or upon changing to a new type of appointment to which the annual leave balance cannot be carried over, a staff member will be paid a lump sum for up to 480 hours of accrued annual leave.

Annual Leave in Lieu of Official Holiday

2.09 A staff member in operational travel status outside his or her duty station country when an official holiday recognized by the Bank Group at his or her duty station occurs will be credited with an additional 8 hours of annual leave (8 hours general leave for staff holding ETT/ETC appointments) for each such official holiday.

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03. Sick Leave

General

3.01 Sick leave may be taken when a staff member is incapacitated by sickness or injury, when undergoing examination or treatment for physical (medical, dental, optical) or mental illness, or when, because of exposure to contagious diseases, the presence of the staff member at work would jeopardize the health of others.

Accrual

3.02 Sick leave accrues on a daily basis at the rate of 120 hours per leave year.

Conversion of Annual Leave to Sick Leave

3.03 The accrual specified in [paragraph 3.02](#) is increased by the amount of any annual leave converted into sick leave in accordance with [paragraph 2.06](#).

Taking Sick Leave

3.04 Sick leave of 20 working days or less may be taken at the initiative of the staff member and must be taken if, for reasons relating to the health of either the staff member or of other staff members, the Director, Health Services Department so directs. [Rule 6.22, "Disability Program"](#) addresses absences of more than 20 working days.

Advance of Sick Leave

3.05 A staff member's manager may authorize up to 10 days of advanced sick leave. Advances will be charged against entitlements accruing in the future.

Carry-Over of Sick Leave

3.06 Unused sick leave may be carried over without limit to subsequent leave years until the time of separation from service, when it lapses without any payment being made.

Change of Appointment

3.07 Upon changing types of appointment without a break in service among Regular, Open-ended, Term, Local Regular, or Executive Director's Advisor appointments, a staff member's sick leave balance carries forward to the new appointment.

Certification of Illness

3.08 See below:

- a. **Sick leave for 5 days or less.** Certification is generally not required for absences of 5 consecutive working days or less. However, if the staff member has been absent a total of 8 working days in a 3 week period, a statement from the treating medical practitioner indicating only the period of incapacity may be requested by the staff member's manager.

- b. **Sick leave for 6 to 20 days.** In order to have an absence of between 6 and 20 consecutive working days approved as sick leave, a staff member must submit to his or her supervisor a statement from a licensed medical practitioner which indicates the period of incapacity only. If such a statement also contains confidential medical information, it should be sent directly to the Occupational Health Physician, Health Services Department, who will inform the staff member's manager of the duration of absence.
- c. **Sick leave for more than 20 days.** In order to have an absence of more than 20 consecutive working days approved as sick leave, a staff member must file a claim with the disability insurer in accordance with [Rule 6.22, "Disability Program"](#) even if the staff member has sufficient sick leave accumulated to cover the absence.

3.09 Failure by the staff member, or a person designated by the staff member, to provide medical certification within a reasonable period of time will result in a denial of the use of sick leave. The staff member will be charged with annual leave for the period of absence. If the staff member does not have sufficient annual leave to cover the absence, the staff member will be placed on leave without pay in accordance with section 6 of this Rule or will be terminated in accordance with [Rule 7.01, "Ending Employment."](#) Staff who fail to obtain medical certification may be required to undergo a fitness for duty assessment by a Health Services physician, or a designated physician, before they can return to duty.

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04. Short-Term Family Leave

4.01 Short-term family leave is absence from duty during the occurrence of any of the following situations:

- a. Illness or injury of the child or other relative of the staff member, the staff member's spouse, or the staff member's domestic partner;
- b. Failure or inability, without advance notice, of a child care or other dependent care provider to provide expected services for the child or other relative of the staff member, the staff member's spouse, or the staff member's domestic partner; or
- c. The unplanned closing of the school attended by the child of the staff member, of the staff member's spouse, or of the staff member's domestic partner.

During any leave year, the staff member may take a maximum of 5 days of short-term family leave which will be charged against the current year's sick leave accrual. Short-term family leave days may be taken individually or consecutively.

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05. Parental Leave

Maternity Leave

5.01 See below:

- a. **General.** Maternity leave is absence from duty with pay available to a female staff member in connection with the delivery of her child.
- b. **Eligibility.** Subject to the limitations in [\(c\) below](#), staff members are eligible to use 60 working days of maternity leave for each pregnancy / delivery regardless of length of service with the Bank Group. However, if the staff member voluntarily resigns her position with the Bank Group prior to completing 2 full years of service, the staff member will reimburse the Bank Group for the

maternity leave used on a prorated basis. For the purposes of calculating such reimbursement, staff members are considered to have accrued 2.5 days maternity leave for each full month of service, excluding periods of leave without pay or external service without pay in excess of 31 calendar days.

- c. **Limitations.** Maternity leave is subject to the following limitations:
- i. A staff member holding an appointment of a specified duration is not entitled to maternity leave extending beyond the date on which her appointment ends.
 - ii. The duration of maternity leave is not extended by alternative work schedule days falling within the period of maternity leave.
 - iii. A staff member may apply for disability benefits in accordance with [Rule 6.22](#), "Disability Program" to cover periods of absence in connection with stillbirths or the death of a newborn.
- d. **Taking Maternity Leave.** Prior to the birth of the child, maternity leave may be taken on a daily basis, as required, or as a continuous period. After the birth, any remaining maternity leave must be taken as a continuous period for at least 30 working days, after which remaining maternity leave may be taken in half-day increments and/or combined with other flexible work arrangements at the discretion of the staff member's manager, taking into account the business needs of the work unit. A staff member applying for maternity leave must submit to her manager an attending physician's certificate stating the expected date of delivery.
- e. **Sick Leave in Connection with Maternity Leave.** Sick leave may be taken for maternity related illness, injury, examination or treatment prior to the delivery of the staff member's child. Sick leave may not be granted during maternity leave.
- f. **Effect of Ending Employment.** If the employment of a pregnant staff member ends before she has completed the period of maternity leave, she will receive an equivalent lump sum for any remaining period of entitlement to maternity leave. An equivalent lump sum means 1/260th of the staff member's final annual salary for each day of entitlement to maternity leave.

Paternity Leave

5.02 See below:

- a. **General.** Paternity leave is absence from duty with pay available to a male staff member in connection with the delivery of the staff member's child, or the adoption of a child 12 years of age or younger when the staff member is not the primary care giver.
- b. **Eligibility.** Up to 5 working days of paternity leave may be taken for each childbirth or adoption.
- c. Paternity leave may be taken in half-day increments and/or combined with other flexible work arrangements at the discretion of the staff member's manager, taking into account the business needs of the work unit.

Adoption Leave

5.03 See below:

- a. **General.** Adoption leave is absence from duty with pay available when a child 12 years of age or younger is adopted by a staff member and that staff member is the primary care giver.
- b. **Eligibility.** Subject to the limitations in [\(c\) below](#), staff members are eligible to use 60 working days of adoption leave for each eligible adoption regardless of length of service with the Bank Group. However, if the staff member voluntarily resigns his or her position with the Bank Group prior to completing 2 full years of service, the staff members will reimburse the Bank Group for

the adoption leave used on a prorated basis. For the purposes of calculating such reimbursement staff members are considered to have accrued 2.5 days of adoption leave for each full month of service, excluding periods of leave without pay or external service without pay in excess of 31 calendar days.

- c. **Limitations.** Adoption leave is subject to the following limitations:
- i. A staff member holding an appointment of a specified duration is not entitled to adoption leave beyond the date on which his or her appointment ends.
 - ii. The duration of adoption leave is not extended by alternative work schedule days falling within the period of adoption leave.
 - iii. The adoption must be approved in accordance with [Rule 6.03, "Dependency \(Tax Equivalency\) Allowances](#).
- d. **Taking Adoption Leave.** Adoption leave commences immediately following the assumption of custody of the child by the staff member. A staff member applying for adoption leave must submit to his or her manager a signed written statement stating the expected date of assumption of custody of the child to be adopted.
- The first 30 working days of adoption leave must be taken in a continuous period, after which remaining adoption leave may be taken in half-day increments and/or combined with other flexible work arrangements at the discretion of the staff member's manager, taking into account the business needs of the work unit.
- e. **Sick Leave in Connection with Adoption Leave.** Sick leave may not be granted during adoption leave.
- f. **Effect of Ending Employment.** If the employment of a staff member ends before he or she has completed the period of adoption leave, the staff member will receive an equivalent lump sum for any remaining period of entitlement to adoption leave. An equivalent lump sum means 1/260th of the staff member's final annual salary for each day of entitlement to adoption leave.

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06. Leave Without Pay

General

6.01 Leave without pay is a means of retaining a staff member in the employ of the Bank Group during temporary periods of unpaid absence from duty. Staff on Extended Term Consultant and Extended Term Temporary Appointments are eligible for leave without pay as provided in this Staff Rule. Leave of absence to undertake an assignment outside the Bank Group is provided for under [Rule 5.02, "External Service"](#), except that staff who accompany a spouse or domestic partner who is assigned out of the staff member's duty station and who is (a) on a Bank Group or IMF assignment, or (b) on External Service With Pay, may work outside the Bank Group as provided in [Staff Rule 3.02, paragraph 3.06](#)

Re-entry

6.02 In order for leave without pay of 31 calendar days or more to be approved, a senior manager at the level of Director or above must give the staff member a written commitment to provide the staff member a position at the end of leave without pay, or the staff member must agree in writing that his or her appointment will terminate within a period not to exceed 6 months after his or her leave without pay ends if the staff member cannot find a suitable position in the same type of appointment.

Authorization and Limitations

6.03 Leave without pay may be granted by a staff member's manager for periods of up to 30 calendar days when the staff member does not have sufficient accrued leave to cover an approved absence, or for unspecified reasons. A staff member who is absent without authorization and has exhausted accrued annual leave may be placed on leave without pay by his or her manager, with the approval of the Manager, HR Team.

6.04 Leave without pay may be granted by a staff member's Director or above for periods of more than 30 calendar days, but not more than 2 years, for the following purposes:

- a. Family leave – serious illness of a spouse, domestic partner, child, or parent;
- b. Parental leave – care of a child from its birth or adoption;
- c. Required military service;
- d. Study leave;
- e. Accompanying a spouse or domestic partner on a work-related assignment outside the staff member's duty station; or
- f. Accompanying a spouse or domestic partner who is assigned outside the staff member's duty station and is (a) on a Bank Group or IMF assignment, or (b) on External Service With Pay (in which case the period of leave without pay may be set to match the initial duration of the assignment).

In exceptional circumstances, an additional extension of up to 2 years may be approved by the staff member's Vice President, but in no event may such leave without pay exceed 4 years, unless it is to enable a staff member to accompany the spouse or domestic partner who is assigned outside the staff member's duty station and is (a) on a Bank Group or IMF assignment, or (b) on External Service With Pay.

6.05 The length of an appointment which may expire on its own terms is not extended solely because the staff member who holds it is granted leave without pay.

Continuation of Benefits

6.06 The only benefits that may be continued during leave without pay are as follows:

Leave Without Pay of 30 Days or Less	Leave Without Pay of 31 Days or More
<ul style="list-style-type: none"> a. Basic Group Life Insurance Plan or Death in Service Benefit, whichever is applicable, at no cost to the staff member b. If the staff member pays his or her share of the required contributions, he/she can be eligible for: <ul style="list-style-type: none"> o Optional Group Life Insurance Plan o Optional Dependent Group Life Insurance Plan o Medical Insurance Plan or Medical Benefits Plan, whichever is applicable o Staff Retirement Plan c. For staff members eligible for home country travel benefits, the eligibility date is not affected d. For staff members eligible for education benefits, the education grant is not 	<ul style="list-style-type: none"> a. Basic Group Life Insurance Plan or Death in Service Benefit, whichever is applicable, at no cost to the staff member b. If the staff member pays his/her share of the required contributions, he/she can be eligible for: <ul style="list-style-type: none"> o Optional Group Life Insurance Plan o Optional Dependent Group Life Insurance Plan c. If the staff member pays the combined Bank Group and staff contributions, he/she can be eligible for Medical Insurance Plan or Medical Benefits Plan, whichever is applicable d. If the absence is for required military service or to pursue a study program for which the Bank Group is contributing at least 50% of the costs, he/she can be

prorated	<p>eligible for the Staff Retirement Plan subject to Staff Retirement Plan eligibility requirements and limitations, provided he/she pays his Staff Retirement Plan contribution or any receivable created by the World Bank Group for such contributions.</p> <p>e. If the absence is to accompany the spouse or domestic partner on a Bank Group or IMF assignment outside the duty station, the staff member remains eligible for the Staff Retirement Plan subject to Staff Retirement Plan eligibility requirements and limitations, provided he/she pays his Staff Retirement Plan contribution or any receivable created by the World Bank Group for such contributions.</p>
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Eligibility for and accrual of all other benefits is suspended until the staff member returns from leave without pay.

Performance of Services for the Bank Group While on LWOP

6.07 By mutual agreement, a staff member on leave without pay may be assigned to perform a specific job or task for the Bank Group during a specified period subject to the following.

- a. The staff member must be paid a stipend as follows.
 - i. For a staff member at level GE and above, the stipend will be paid at a daily rate equal to the staff member's basic net annual salary divided by 260 days.
 - ii. For a staff member at level GD and below, the stipend will be paid at an hourly rate equal to the staff member's basic net annual salary divided by 2080 hours.
 - iii. A staff member whose salary is subject to income tax will be paid a stipend based on the gross equivalent of his/her net annual salary. No tax allowance will be payable on the stipend.
- b. The agreement does not change the staff member's appointment, nor will it have any effect on other terms of leave without pay applicable to the staff member as a result of the period worked or the stipend paid, including benefits which may have been continued or to which the staff member is not entitled during leave without pay.
- c. The duration of leave without pay is not extended by the period during which services are performed.
- d. A staff member on leave without pay due to family leave, parental leave, required military service, or study leave may perform up to a maximum total 90 working days per fiscal year.
- e. A staff member on leave without pay to accompany spouse or domestic partner on a work-related assignment, Bank Group or IMF assignment, or External Service With Pay, outside the staff member's duty station, may perform up to a maximum total 190 working days per fiscal year.

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07. Compensatory Leave

7.01 Managers may grant compensatory leave to staff (including staff holding Extended Term Consultant or Extended Term Temporary appointments) in the following situations:

- a. up to 2 days following exhausting operational travel; and

- b. up to 5 days following periods of intensive and prolonged overtime work at the duty station occurring within a 30-calendar day period.

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08. Emergency Leave

8.01 Emergency leave, in the amounts stated below, may be granted by a staff member's manager in the following situations:

a) Death of staff member's spouse, domestic partner, parent, child or spouse's or domestic partner's child.	Three working days plus, when death occurs away from the duty station area, actual direct travel time when travel takes place on working days.
b) Serious illness of staff member's spouse, domestic partner, parent, child or spouse's or domestic partner's child away from the duty station area.	Actual direct travel time when travel takes place on working days.
c) Death or serious illness of staff member's brother or sister or death of spouse's or domestic partner's parent away from the duty station area.	Actual direct travel time when travel takes place on working days.

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09. Administrative Leave

General

9.01 Administrative leave is absence from duty with pay for staff members (including staff holding Extended Term Consultant and Extended Term Temporary appointments) who are excused from duty in one of the circumstances specified in this section.

Extreme Weather and Other Emergency Conditions

9.02 Staff members may be excused from duty due to extreme weather and other emergency conditions as follows:

- a. **General Release.** Staff members will be granted administrative leave when the Bank Group announces that the office to which they would otherwise have reported for duty will not open for business on that day because of extreme weather or other emergency conditions. The headquarters offices will be closed if it is so announced over local radio or television stations, or if it is announced that U.S. federal government agencies in Washington, D.C. will generally be closed because of such conditions. Other offices should make similar provisions in respect of their staff.
- b. **Individual Release.** When conditions cause staff members to face severe difficulty in traveling to work but are not sufficiently widespread to warrant a general release under [subparagraph \(a\) above](#), staff members may take annual leave without prior approval of the manager.
- c. **Early Release.** If emergency conditions occur at headquarters in the course of a working day, a department Director may permit the early departure from work of some or all of his or her staff, after a time or times specified on each occasion by the Manager, Human Resources Service Center. At other offices, in analogous circumstances, early release may be authorized by the head of that office.
- d. **Staff on Leave or Operational Travel.** Staff members already on leave or on operational travel will not be

affected by the above, and, if on leave, their absence will be charged against their leave entitlements.

Essential Staff

9.03 The provisions of [paragraph 9.02](#) will not apply to any staff member who has been designated by his or her manager as performing essential functions. Such staff members are required to report for duty or remain on duty until replaced or released by their managers. Overtime pay is not payable in respect of such service during their normal working hours, but their managers may grant administrative leave in accordance with [paragraph 9.04](#).

Special Provisions for Staff Required to Remain at Work

9.04 If a staff member is required by his or her manager to work when staff members generally at that office have been released, his or her manager may grant administrative leave for an equivalent period to be used within 30 calendar days of the occurrence. If the release was due to extreme weather or other emergency conditions, the staff member will be reimbursed for reasonable expenses incurred as a result of his or her being required to work, and which he or she would not have incurred in the normal course.

Appearance in Court

9.05 If a staff member is required to undertake jury duty or is otherwise subpoenaed to appear in court or other judicial proceedings in connection with a civil or criminal action in which he or she is neither the plaintiff nor defendant, he or she will be granted administrative leave for the period during which his or her attendance is required. The period of administrative leave will not extend the term of the staff member's appointment. The staff member must present to his or her manager the subpoena in advance of such absence and evidence of attendance upon return to duty. The staff member may retain any standard fees payable in connection with his or her attendance at the judicial proceedings. When a staff member is a plaintiff or defendant in an action, he or she will be required to take annual leave or may request leave without pay.

Relocation and Resettlement

9.06 Managers may authorize the following amounts of administrative leave:

- a. **On Appointment** – Up to 5 working days of administrative leave to enable a staff member recruited from outside the duty station area to perform essential personal tasks associated with settling in the duty station area.
- b. **On Change of Duty Station** - Up to a maximum 10 working days of administrative leave, between overseas assignments, to enable the relocating staff member to perform essential tasks related to departure from the old duty station, as well as arrival and settling in the new duty station. For Bank/Bank couples, where the spouse or domestic partner is actively employed in a regular, open-ended, or term appointment at the time of the relocation, the spouse or domestic partner will also be eligible for administrative leave to perform essential tasks related to the relocation as follows:
 - (i) up to 10 working days of administrative leave if the spouse/domestic partner is relocating with the staff; and
 - (ii) up to 5 working days of administrative leave if the spouse/domestic partner is not relocating with the staff.
- c. **On Ending Employment** - Up to 2 working days of administrative leave to enable a staff member to perform essential personal tasks associated with leaving the duty station area.

Separation from Service under Rule 7.01, "Ending Employment"

9.07 A staff member who has been given notice of separation under [Section 6 \(Non confirmation of Appointment\)](#) or [Section 11 \(Unsatisfactory Performance\) of Rule 7.01, "Ending Employment"](#) may be placed on administrative leave for part or all of the notice period by the Staff Member's Vice President. When a staff member has been placed on administrative leave under this paragraph, if the staff member wishes to enter Bank Group premises, he or she must first obtain approval of the Vice President, Human Resources or his or her designee.

9.08 A staff member who has been given notice that employment is redundant and may be terminated under [Section 8 of Rule 7.01, "Ending Employment"](#), may be placed on administrative leave by the staff member's Vice President, to assist in providing time for a job search or when the staff member's Vice President determines

that there is no requirement for the staff member's daily presence in the office.

Administrative Leave pursuant to Rule 3.00, Office of Ethics and Business Conduct (EBC) or Rule 8.01, "Disciplinary Measures"

9.09 The Vice President, Human Resources may place a staff member on administrative leave in accordance with the provisions of [Staff Rule 3.00, Office of Ethics and Business Conduct \(EBC\)](#) or [Rule 8.01, "Disciplinary Proceedings."](#) When a staff member has been placed on administrative leave under this paragraph, if the staff member wishes to enter Bank Group premises, he or she must first obtain the approval of the Vice President, Human Resources.

Administrative Leave at the Direction of the Vice President, Human Resources

9.10 The Vice President, Human Resources may place a staff member on administrative leave (with or without restricted access to Bank Group premises and facilities) for up to 6 months for reasons which he or she determines are sufficient after consulting with the staff member's manager.

Community Service

9.11 With advance managerial approval, a staff member may be granted 1 day of administrative leave per year for the purpose of volunteering time to a non-profit organization of his or her choice.

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10. Leave for Staff Holding Extended Term Consultant and Extended Term Temporary Appointments

10.01 Staff holding Extended Term Consultant and Extended Term Temporary (ETC/ETT) appointments will accrue general-purpose leave at the rate of 2 days (16 hours) per month worked. This leave may be used for all absences, such as vacation, sickness, family emergencies, maternity, or paternity.

10.02 No minimum usage of leave will be required for staff holding ETC/ETT Appointments.

10.03 For exceptional and urgent reasons, a manager may authorize up to 10 days of advanced leave for staff holding ETC/ETT Appointments. Advances will be charged against entitlements accruing in the future. Advances are limited by the amount of leave that will accrue in the remaining contract period.

10.04 Staff holding ETC/ETT appointments who are on operational travel outside his or her duty station country when an official holiday recognized by the Bank Group at his or her duty station occurs will be credited with an additional 8 hours of general-purpose leave for each such official holiday.

10.05 If staff holding ETC/ETT Appointments are extended for a second year, they may carry over accrued, unused leave from their first year of appointment to their second year of appointment. However, they will not be eligible to carry over leave balances to any other type of appointment.

10.06 At termination of ETC/ETT Appointments, accrued, unused leave will be paid in a lump sum up to a maximum of 30 days (240 hours). Accrued, unused leave in excess of 30 days will be forfeited.

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11. Leave Procedures

Approval of Leave

11.01 With the exception of the administrative leave provided for in [paragraphs 9.02](#) and [9.07 through 9.09](#), all leave requests must be approved by the staff member's supervisor. Except in cases of personal emergency, short-term family leave or illness, such approval must be obtained in advance.

Notice of Absence

11.02 Staff members must notify their supervisor promptly whenever, without prior approval, they are unable to report for duty on a scheduled work day. Unless prevented by emergency or illness, notification should be given by 10:00 a.m. of the first day of such absence and on a reasonable basis thereafter.

Return to Duty Station

11.03 Staff members who have been away from their duty station on operational travel must, upon return to their duty station, promptly report any leave taken.

Units of Leave

11.04 Annual and sick leave are calculated in hours. Annual, sick, and short-term family leave will be charged and, in the case of a payment for accrued annual leave made under [paragraph 2.09](#) above, the payment will be made on the basis of minimum units of 4 hours for staff members working a regular work schedule and 4.5 hours for staff members working an alternative work schedule as follows:

- a. **Absences of Two Hours or Less.** Occasional absences of 2 hours or less are not normally charged to leave. Absences of 2 hours or less which, in the opinion of the staff member's manager, are frequent or recurring will be charged to the appropriate leave category whenever they amount to a total of 4 hours or more.
- b. **Absences in Excess of Two Hours.** Absences in excess of 2 hours but less than 6 hours will be charged as 4 hours of leave for staff members working a regular work schedule and 4.5 hours for staff members working an alternative work schedule. Absences of 6 or more hours will be charged as 8 hours of leave for staff members working a regular work schedule and 9 hours of leave for staff members working an alternative work schedule.

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06 Compensation

06.07 Health Program and Services

[01. Subject, Applicability and Policy Rationale](#)

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01. Subject, Applicability and Policy Rationale

Subject

1.01 This Rule sets forth provisions governing the health program and services of the Bank Group. This Rule, as revised, is effective January 2, 2008. Confidentiality of medical records is governed by the provisions of [Rule 2.02, "Confidentiality of Medical Information and Records."](#)

Applicability

1.02 This Rule applies to all staff members assigned at Headquarters and in country offices, except where otherwise specified.

Policy Rationale

1.03 The mission of the [Health Services Department \(HSD\)](#) is to promote a safe work environment and good health for staff and immediate families of the World Bank Group. It includes providing advice to the Bank Group on health-related matters. HSD's mission applies to all World Bank Group offices worldwide.

To achieve its mission, HSD offers a variety of occupational, clinical and educational health services. Respect for medical ethics, in particular confidentiality, is the fundamental value of HSD and its staff.

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02. Health Services

Eligibility

2.01 The health services listed in this section are available to all staff members who are at headquarters at the time the services are to be provided. Where specified, health services are also available to members of the immediate family.

Treatment of Minor Illness

2.02 Clinical Services staff in the HSD Health Unit may provide treatment to staff members for minor illnesses as a short-term measure. The services provided are not a substitute for the care staff members receive from their Primary Care Physician. Clinical services staff may refer the staff member to an outside provider for treatment.

Inoculation and Preventive Medications

2.03 The HSD Health Unit based at headquarters may provide recommended inoculations and medications, at no personal cost to staff members based at headquarters when they engage in

operational travel or when they relocate due to change of duty station; and to spouses and domestic partners based at headquarters when they travel under Staff Rule 6.16. When these services are obtained outside the HSD Health Unit, expenses should be submitted directly to the insurance plan for payment according to its coverage parameters.

2.04 Staff members who are not based at headquarters must independently obtain appropriate inoculations and medications for operational travel or relocation due to change of duty station and submit the related expenses directly to their health insurance programs for reimbursement/payment according to their health insurance coverage parameters.

Screening Program

2.05 To prevent severe chronic medical conditions, health screening programs tailored to meet the specific needs of staff members may be offered by the HSD Health Unit. These screening programs will be based on health risk appraisal questionnaires and may include blood testing. Staff members holding Regular, Open-Ended, Term, Extended Term Consultant or Extended Term Temporary Appointments may be eligible for the screening programs.

Counseling Service

2.06 Staff of the Personal & Work Stress Counseling Unit may provide counseling, consultation, and education on stress-related and psychological issues to all staff members. The Counseling Unit staff shall determine whether on-site counseling is appropriate or whether referral to an outside professional for treatment is indicated. Information provided to the Personal & Work Stress Counseling Unit shall be subject to the provisions of [Rule 2.02, "Confidentiality of Medical Information and Records."](#)

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03. Health Assessments

Pre-employment

3.01 HSD may request the medical examination of applicants who self-report the presence of a condition that may affect their job performance and therefore request special adaptive measures. HSD may also require medical clearance for individuals selected for jobs that expose incumbents to potential safety hazards.

Assignment to duty station involving relocation

3.02 Headquarters staff assigned to country offices, staff moving from one country office to another, and new international hires assigned to relocate to a country office must be medically cleared. Such clearance is also required for all accompanying dependents. Medical clearance is based on a self-reported health assessment questionnaire completed by each adult relocating. Children under age 18 need only a statement of health from their physician. If additional information or examinations are required following review by HSD, the studies may be performed by the HSD Health Unit. If the specified studies are performed elsewhere, expenses shall be reimbursed by HSD up to a maximum of \$500 USD upon presentation of applicable receipts and evidence of payment. HSD shall provide the Human Resources unit initiating the request with the medical clearance on the applicant's suitability for employment in the proposed country office.

Fitness for Duty Assessments

3.03 See below:

- a. Fitness for duty assessments may be requested when performance problems are believed to be health-related or when a staff member has been on sick leave for periods that are extended and/or recurring. A fitness for duty assessment will determine the presence and extent of any health-related impairment to perform assigned duties. Fitness for duty assessments are

conducted by HSD at the request of a staff member's manager or the Director, Health Services Department. As part of the fitness for duty assessment, HSD may request that an external physician conduct a health assessment of the staff member involved. If requested by a manager, a request for a fitness for duty assessment must be made in writing to the Director, Health Services Department, or a physician designated by him, stating the performance problems clearly, and describing the requirements of the position held by the staff member involved. The manager shall copy the staff member and the Manager, Human Resources Team.

- b. The outcome of the Fitness for Duty Assessment shall be provided by the Director, Health Services Department or a Health Services Physician, to the requesting manager, the staff member and the Manager, Human Resources Team.
- c. If the staff member is found to be unfit to work on a sustained basis at the level required by the position, the Director, Health Services Department or a Health Services Physician, the staff member's manager, and the Manager, Human Resources Team, will meet to decide what the next steps should be. These decisions will be conveyed to the staff member by the manager.
- d. If a staff member refuses to cooperate with a fitness for duty assessment, the staff member's manager shall handle any performance problems in accordance with Staff Rule 5.03 "Performance Management Process"

Certification of Illness

3.04 Staff members who are absent because of illness are required to comply with the requirements of [Section 3, Rule 6.06, "Leave,"](#) relating to certification of illness.

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04. Medical Evacuation

Eligibility

4.01 To ensure adequate medical treatment in the event of acute/severe/life threatening illness, injury, or an existing medical condition when appropriate treatment is not available locally, the Bank Group may evacuate staff and dependents who are resident overseas or traveling on official Bank Group business, to the closest location where appropriate medical treatment can be provided based on the authorization of HSD. Persons who may be evacuated at Bank Group expense include the following:

- a. Staff members holding Regular, Local Staff Regular, Open-Ended, Term, Extended Term Consultant, Extended Term Temporary appointments in duty stations outside the United States, Australia, New Zealand, Japan, and Western Europe, and members of their immediate families. (The term "Western Europe" means Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, and the United Kingdom).
- b. Staff members holding Regular, Local Staff Regular, Open-Ended, Term, Executive Director's Assistant, Special Assignment Appointments, Extended Term Temporary, Extended Term Consultant, Short Term Temporary, or Short Term Consultant appointments, who are on operational travel outside the United States and their spouses/domestic partners if traveling with them at Bank Group expense while on Spouse Travel in accordance with Rule 6.16 or a Pre-Assignment Visit in accordance with Rule 6.17.

4.02 The following are not eligible for medical evacuation at Bank Group expense:

- a. retirees and members of their immediate families;
- b. staff on leave without pay and their immediate families;
- c. staff on paid leave and their immediate families while they are away from their duty station area.

Authorization for Medical Evacuation in Emergencies

4.03 When a staff member or eligible family member suffers from an acute/severe/life-threatening illness or injury and appropriate treatment is not available locally, emergency evacuation to the closest location where appropriate medical treatment can be provided may be authorized by the following:

- a. the head of the Country Office;
- b. in countries with no Country Office, the mission leader; or
- c. in the absence of either of the above, the HSD Medical Duty Officer, who can be reached via World Bank Security at 202-458-8888.

4.04 Authorization for emergency evacuation will ordinarily be provided only for the patient, based on the recommendation of a local physician and, if possible, in consultation with HSD. In special circumstances, the authorization for emergency evacuation may allow for the patient to be accompanied by a physician, nurse, or immediate family member. Accompanied travel is authorized for psychiatric cases, for children up to 18 years of age, and when clinically essential for decision making during the acute phase of an illness. The cost of travel and subsistence will be borne by the unit to which the staff member is administratively assigned, or the department which initiated the request for operational travel, unless there are other arrangements in place for that unit or department.

Authorization for Medical Evacuation in Non-Emergency

4.05 In non-emergency situations, when appropriate medical facilities are not available at the duty station, care out of the country may be authorized by HSD for persons described in [paragraph 4.01](#), above, who suffer from chronic conditions with the potential for life-threatening outcomes and complications such as the following.

- Cancers
- Complications of diabetes mellitus
- Chronic cardiovascular diseases
- Chronic pulmonary diseases
- Chronic kidney diseases
- Chronic liver diseases
- HIV/AIDS
- Organ and bone marrow transplants
- Severe psychological disorders

4.06 Other chronic conditions are generally not considered for medical evacuation. However, each request for medical evacuation is reviewed individually and HSD may authorize a medical evacuation for a condition not listed in [paragraph 4.05](#), above, should this condition have the potential for severe complications.

4.07 Care out of the country may be authorized by HSD to the closest regional location where appropriate care can be provided, within the course of official mission travel, special overseas travel, or home country travel. If such travel is not reasonably imminent, HSD may authorize a non-emergency medical evacuation to the closest location where appropriate medical facilities are available.

4.08 Following evacuations, staff members are expected to identify and access health care providers in their country of residence for routine follow up consultations. Evacuation for follow up consultations will be authorized only under exceptional circumstances.

Travel

4.09 The class of travel applicable to medical evacuations shall be economy class, unless some other class or form of travel is recommended by a Health Services Physician. The cost of travel will be borne by the unit to which the staff member is administratively assigned, or the department that initiated the request for operational travel, unless there are other arrangements in place for that unit or department. Medical evacuation expenses should not be funded from a trust fund, unless the donor has expressly authorized the evacuation expense.

Subsistence

4.10 Subsistence is reimbursable on the basis of actual costs up to the maximum provided for the evacuation

destination in accordance with the World Bank Group's MTV Per Diem Rates and Hotel Standards. Subsistence during medical evacuation travel is not reimbursable at the per diem rate. No subsistence shall be payable to an evacuee while hospitalized except for the days of admission and discharge. Actual costs for subsistence for the evacuee while not hospitalized, and for those authorized by the HSD to accompany the evacuee, will be borne by the unit to which the staff member is administratively assigned, or the department that initiated the request for operational travel, unless there are other arrangements in place for that unit or department. Medical evacuation expenses should not be funded from a trust fund, unless the donor has expressly authorized the evacuation expense.

Medical Expenses

4.11 All medical expenses, including hospital charges, doctor/surgeon fees, and laboratory tests should be submitted directly by the staff member to his/her medical insurance plan for reimbursement according to the current provisions of the plan. Any costs not covered by such insurance are the responsibility of the staff member.

Initiating a Request for Medical Evacuation

4.12 Staff initiating requests for emergency medical evacuation should contact World Bank Security at 202-458-8888 and request the "Medical Duty Officer". Staff initiating requests for consideration of non-emergency medical evacuation should write to the HSD country office health services (email: HSDcountryhealth@worldbank.org).

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05. Occupational Safety and Health

Workplace Safety

5.01 The Director, Health Services Department, shall establish such programs for monitoring and assuring the safety of the Bank Group workplace and staff as are consistent with established occupational health practice. These programs shall include, but not be limited to:

- a. Monitoring Bank Group facilities and working conditions for hazards to staff in the areas of safety, ergonomics and epidemiology, with recommendations for preventive or corrective actions as needed;
- b. Fitness for duty assessments as warranted for those staff exposed to hazardous substances or working conditions, or whose duties affect the safety of others.
- c. Regular medical screening, at Bank Group expense, for staff potentially exposed to safety and occupational health hazards as determined by HSD.

The Country Office Director/Manager, if possible, shall consult with the Director, Health Services Department, in situations relating to public health emergencies or environmental issues, to determine appropriate steps to protect the health and safety of staff.

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06. Medical Travel for Childbirth

Applicability

6.01 This section applies to staff members holding Regular, Open-Ended or Term appointments to positions subject to international recruitment posted on extended overseas assignments, per Staff Rule 6.17.

6.02 The Bank Group will provide travel, hotel and subsistence to a staff member described in paragraph 6.01, above, or to the staff member's spouse or domestic partner. Benefits under this Section of this Rule are payable only for the expectant mother.

6.03 To deliver a baby, the expectant mother may travel within the four weeks immediately preceding the

anticipated date of delivery, subject to the regulations defined by transportation carriers for travel of expectant mothers. The expectant mother may travel to any destination to deliver a baby, cost limited to travel between the staff member's duty station and Washington DC. The expectant mother will also be eligible for up to ten weeks of hotel and subsistence.

6.04 To undergo genetic testing when medically indicated, the expectant mother may travel to the nearest, authorized regional destination where such testing is available. The expectant mother will also be eligible for up to one week of hotel and subsistence. This benefit may not be used for routine, non-invasive genetic testing, nor for periodic obstetrical visits, all of which must be undertaken at the duty station.

Travel, Hotel & Subsistence

6.05 Travel will be provided only for the mother by the most direct and cost-effective route, cost limited as defined above in paragraphs 6.03 and 6.04, per the following:

- a. Full economy class air; or
- b. First class rail or bus where no air travel facilities are available for all or a portion of the relocation travel; or
- c. Reimbursement for mileage for travel by private or rental automobile in accordance with AMS 3.10.

6.06 Hotel and subsistence costs will be paid only for the mother, in accordance with the Bank Group's MTV Per Diem Rates and Hotel Standards, cost limited to the rates defined for Washington DC. If the mother travels to a destination which has lower rates than Washington DC, payments will be based on the lower rates. Hotel and subsistence payments will also be subject to the following limitations:

- a. Hotel and subsistence costs will not be payable during the dates of a hospital stay that are covered by applicable medical insurance. Staff will be expected to report hospitalization dates when presenting claims.
- b. Hotel and subsistence costs will not be payable during any dates that the mother stays in accommodations that she owns or that are owned by the staff member, or during any dates that the mother stays in the home of friends or relatives.

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06 Compensation

06.08 Benefit on Death of Staff Member in Active Service

[01. Subject, Applicability and Definitions](#)

[02. Benefit](#)

01. Subject, Applicability and Definitions

Subject

1.01 This Rule governs the payment of a benefit by the Bank Group on the death of a staff member in active service. This Rule, as revised, is effective July 15, 1995.

Applicability

1.02 This Rule applies to staff members holding Regular, Fixed-Term, Secondment Staff or Executive Director's Assistant appointments.

Definition

1.03 In this Rule, **Active Service**, when used with reference to a staff member, means a staff member in pay status.

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02. Benefit

2.01 A benefit in the amount of \$5,000 will be paid by the Bank Group in respect of a staff member who dies in active service.

Beneficiary

2.02 The person to whom the benefit shall be paid will be determined by the Manager, Benefits Administration, or a designated official, in consultation with the Bank's Legal Department. In the case of a married staff member, the recipient shall normally be the surviving spouse. In the case of a staff member who is not married, the recipient may be a close relative, domestic partner or other person who arranges for the funeral and burial.

Taxes

2.03 The Bank Group will not pay an allowance for or reimburse any income, estate, inheritance or other taxes which may be levied on the receipt of the benefit by any taxing authority.

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Effective On Oct 28, 2003
Last Modified On Oct 28, 2003

06 Compensation

06.11 Workers' Compensation Program

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01. Subject, Applicability and Definitions

Subject and Policy Rationale

1.01 This Rule sets forth a workers' compensation program which provides staff members with compensation and other benefits in the event of illness, injury or death arising out of and in the course of employment with the Bank Group (sometimes called "work-related" below). This Rule is effective October 1, 2011.

Applicability

1.02 Except where otherwise specified, this Rule applies to all staff members.

Definitions

1.03 In addition to the definitions in [Rule 1.01, "General Provisions,"](#) for purposes of this Rule, the following definitions apply:

- a. **Child.** The term "child" means the natural son or daughter of the staff member, or the staff member's spouse or registered domestic partner. Child also means a legally adopted son or daughter for whom the Bank Group has determined that a "bona fide" parental relationship exists.
- b. **Claims Administrator.** The term "claims administrator" refers to the third party administrator contracted by the World Bank Group to administer workers compensation claims in accordance with Annex A of this Rule.
- c. **D.C. Act.** The term "D.C. Act" means the District of Columbia Workers' Compensation Act of 1998 as amended from time to time.

- d. **Social Security.** The term "social security" means any national social security system.
- e. **Wages.** The term "wages" means:
 - i. for staff paid a net salary, the net salary plus any tax allowance paid by the Bank Group in accordance with [Rule 6.04, "Tax Allowance"](#); and
 - ii. for staff paid a gross salary, the gross salary.
- f. Except for the definitions of "**employer**", "**employee**" and "**wages**", the definitions set forth in Section 32-1501 of the D.C. Act will apply.

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02. Administration

2.01 The Claims Administrator will determine whether an injury, illness or death arises out of and in the course of employment and otherwise administer the workers' compensation program in accordance with the provisions of the D.C. Act specified in this Rule, except that where the provisions of this Rule differ from the provisions of the D.C. Act specified, the provisions of this Rule will govern. Provisions of the D.C. Act not specified in this Rule will not apply. Except for para. (d) in Section 32-1505 and para. (a) in Section 32-1506, where provisions of the D.C. Act specified in this Rule refer to the Mayor, this will be taken to mean the Claims Administrator.

2.02 A copy of the D.C. Act is available for inspection in the office of the Bank Group's Manager, Human Resources Service Center.

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03. Claims

3.01 If a staff member's injury, illness or death is believed by a claimant to arise out of and in the course of employment, a claim for applicable workers' compensation benefits may be filed with the Claims Administrator by the staff member, a surviving spouse or domestic partner, a child, or an appointed guardian. A claim must be filed with the Claims Administrator within the timeline provided in Annex A, Claims Procedure, Paragraph 2.2.

3.02 No claim will be deemed compensable where the injury, illness or death was occasioned in a significant part by the staff member's intoxication or willful intention to injure or kill him/her or another.

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04. Payment of Disability Benefits

4.01 Staff covered by [Rule 6.22, "Disability Program"](#) are eligible for dismemberment and permanent loss of use benefits payable under Section 32-1508 of the D.C. Act, but are not eligible for income replacement benefits under that Act.

4.02 Staff holding an Extended Term Consultant, Extended Term Temporary, Short Term Consultant, Short Term Temporary or Special Assignment (SPAS) appointment, who are unable to work by reason of a work-related injury or illness as determined by the Claims Administrator will be eligible for disability payments. Disability payments will be calculated in accordance with Sections 32-1505 and 32-1511 of the D.C. Act and paid to a claimant in accordance with Section 32-1508 of that Act, except that the wages of a staff member will be wages as defined in [paragraph 1.03 \(5\)](#).

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05. Payment of Medical Expenses

appropriate course of medical treatment. The Bank Group will pay all reasonable medical, hospital, and medical rehabilitation costs causally related to the injury, illness, or death as approved by the Claims Administrator.

5.02 A staff member must seek the authorization of the Claims Administrator prior to an anticipated change in the course of treatment by the treating physician to ensure such treatment is eligible for continued payment. A staff member must seek the prior approval of the Claims Administrator for any change of treating physician, either at his/her own initiative or by referral from the original treating physician. Failure to seek such prior authorizations may result in the denial of a subsequent claim if the Claims Administrator determines that the treatment is unnecessary or unrelated to the covered condition.

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06. Payment of Vocational Rehabilitation Expenses

6.01 In the event a staff member is not able to resume his/her previous job, but is determined by the Claims Administrator to be qualified for vocational rehabilitation, the Bank Group will bear the cost of and the Claims Administrator will arrange for, where available, appropriate vocational rehabilitation services.

6.02 During the period of rehabilitation, the injured person will continue to receive any compensation and medical benefits to which he/she is entitled under this Rule.

6.03 If an injured person declines to participate in an identified vocational rehabilitation program, the Claims Administrator may discontinue any and all benefits provided for under this Rule.

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07. Payment of Death Benefits

7.01 In the event a compensable injury causes the death of a staff member, death benefits will be paid to the staff member's survivors and in amounts as specified in Section 32-1509 of the D.C. Act. Survivors are the staff member's spouse or registered domestic partner, and the children of the staff member and his/her spouse or registered domestic partner.

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08. Supplemental Allowance

8.01 When the maximum amount of compensation payable for death or disability specified in the D.C. Act is adjusted upwards pursuant to Section 32-1505 of the D.C. Act, a supplemental allowance (also known as "cost-of-living adjustment") will automatically be paid in accordance with Section 32-1506 of that Act to claimants adjudged to be permanently and totally disabled who are already receiving disability benefits or to the claimants' survivors who are already receiving death benefits.

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09. Recovery of Benefits Paid

9.01 A claimant receiving payment from a third party for the illness or injury or death for which a claim has been made under this Rule must reimburse the Bank Group to the full extent of benefits he/she has been paid or which have been paid by the Bank Group on his/her behalf under this Rule. In addition, the Bank Group will not be liable for additional benefits payable pursuant to the Workers' Compensation Program until the amount of the workers' compensation benefit due to the claimant exceeds the amount the claimant received from third party.

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10. Coordination of Benefits

Disability Pension

10.01 Where a staff member is granted a disability pension under the Staff Retirement Plan by reason of a work-related illness or injury, the staff member will receive the workers' compensation disability benefits to which he/she is entitled under the D.C. Act plus a disability pension, provided that the total of the disability pension and the workers' compensation disability benefit does not exceed 66 2/3 percent of the staff member's pensionable gross salary, adjusted by the same percentage that the maximum amount of compensation has been adjusted in [Section 8 of this Rule](#).

Funeral Expenses

10.02 Funeral expenses that would otherwise be payable to survivors under Section 32-1509 of the D.C. Act will be reduced to the extent that a death benefit is paid pursuant to [Rule 6.08, "Benefit on Death of a Staff Member in Active Service."](#)

Social Security

10.03 Benefits payable under [Section 4 of this Rule](#) will be coordinated with and reduced by 50% of the benefits payable under social security.

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11. Exclusive Remedy

11.01 The claim for compensation which a claimant may file under this Rule constitutes an exclusive remedy against the Bank Group for any illness, injury or death arising out of and in the course of the staff member's employment, except to the extent that the other benefits specified in [Section 10 of the Rule](#) may also be paid.

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12. Appeals

12.01 A claimant who wishes to appeal the denial of a claim for workers' compensation benefits or a decision taken in connection with the administration of a compensable claim may, within 90 days of receiving notice of the final decision from the Claims Administrator, request administrative review of the decision from an Administrative Review Panel in accordance with Annex B, Appeals Procedure.

12.02 If a claimant, after receiving the final decision of the Administrative Review Panel, who wishes to pursue his/her complaint further, the claimant may then file an appeal with the World Bank Administrative Tribunal in accordance with the provisions of [Rule 9.05, "The World Bank Administrative Tribunal."](#)

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Annex A: Claims Procedure

1.0 Introduction

1.1 The purpose of this document is to detail the claims procedure for accessing workers' compensation benefits under the Bank Group Workers' Compensation Program. When an illness, injury, or death of a staff member is believed to arise out of and in the course of the staff member's work with the Bank Group, a claim for applicable workers' compensation benefits may be submitted by the staff member, or his/her legal representative or guardian,

or if the staff member is deceased by the surviving spouse, domestic partner, child, or estate.

1.2 The Bank Group authorizes a Claims Administrator to independently evaluate workers compensation claims and determine whether they are compensable. All benefits payable under this program are funded exclusively by the Bank Group upon approval by the Claims Administrator. The authorized Claims Administrator is currently the **Reed Group**. Claimants can contact the **Reed Group** directly as follows.

- a. Dedicated toll-free number: **888-650-7333**
- b. Dedicated fax number: **518-880-6889**
- c. E-mail address: worldbank@rgl.net
- d. Physical address: **19 British American BLVD, Latham, NY 12110, USA**

2.0 Submission / Receipt of Initial Claim

2.1 Upon the claimant's initial contact with the Claims Administrator, the Claims Administrator will open a case file for the claimant and mail him/her a workers' compensation information packet that includes and introductory letter as well as the following which also can be obtained from the Bank Group via the links provided.

- a. [Workers' Compensation Claim Form](#)
- b. [Attending Physician's Statement](#)
- c. [Release to Work Form](#)
- d. [Staff Rule 6.11, Workers' Compensation](#)

2.2 Claims must be submitted to the Bank Group's Claims Administrator within 12 months after the illness is diagnosed or the injury or death occurs, or if later, 12 months after the date when the claimant became aware, or by the exercise of reasonable diligence should have become aware, of the relationship between the staff member's employment and his/her illness, injury or death.

2.3 The claimant must ensure that the Workers' Compensation Claim Form and the Attending Physician's Statement are substantially completed prior to consideration of the claim by the Claims Administrator; The claimant must also ensure that all relevant test results, office notes and/or discharge summaries completed by the attending physician are attached to the Attending Physician's Statement. The claimant must also ensure that any additional information requested pursuant to Paragraph 3.4 of this Annex has been provided to the Claims Administrator including the Release to Work Form, when appropriate. .

2.4 Claims submitted on behalf of an impaired staff member by a guardian or other representative must be accompanied by a power of attorney, order establishing legal guardianship or other documentation evidencing the necessary authority to act on the staff member's behalf and to perform the duties required under the workers' compensation claims procedure.

3.0 Determination of Compensability

3.1 Once the initial, completed claim is received, the Claims Administrator assigns a Claims Adjuster and a Case Manager to independently review each claim. The Claims Administrator will also notify the Bank Group's Insurance Unit and Health Services Department of the receipt of the claim.

3.2 The **Claims Adjuster** will:

- a. contact the claimant to provide an overview of the claim review process;
- b. review and clarify with the claimant all information relating to diagnosis and treatment; treatment providers; insurance claims previously submitted; relation of the condition to the staff member's work; events giving rise to claim; witnesses, observers, etc.; and
- c. obtain information, clarification and testimony directly from other relevant sources regarding how the illness, injury, or death occurred and how it related to the staff member's work.

3.3 The **Case Manager** will:

- a. contact the claimant for an Initial Clinical Interview during which he/she will review with the claimant information relating to diagnosis, treatment, or history of the injury, illness or death, as well as information relating to the attending physician, other medical treatment providers, or insurance claims previously submitted; and

- b. contact all medical provider(s) directly to obtain/confirm medical information; review prognosis for recovery and anticipated duration of condition; clarify relation of the condition to the staff member's work.

3.4 During the course of the reviews, the Claims Administrator may request additional information or documentation from the claimant. The claimant must provide additional information and documentation as needed on a timely basis in order to ensure a timely response to the claim by the Claims Administrator. Additionally, the Claims Administrator may require the claimant to undergo an Independent Medical Examination (IME) by an independent medical examiner, at the Bank Group's expense. The claimant will receive copy of the Independent Medical Examiner's final report. The claimant must submit to the Independent Medical Examination, if so required.

3.5 When the Claims Administrator is in receipt of the completed and documented claim, along with any additional information and documentation that the Claims Administrator may request during the course of the review, the Claims Administrator shall promptly notify the claimant that his or her claim is deemed completed. Once the Claims Adjuster and the Case Manager have completed their independent reviews of the claim, they will agree on a determination to approve or deny the claim. The Claims Administrator will have 30 calendar days from the notification to the claimant of the receipt of the completed and documented claim to inform the claimant, the Bank Group's Insurance Unit, and Health Services Department of the decision to approve or deny the claim.

3.6 If the claim is approved, the Claims Administrator will define applicable benefits in accordance with Staff Rule 6.11 and determine the compensability of the recommended course of treatment. The Claims Administrator may establish with the claimant a schedule of periodic, on-going reviews. At any time during the course of approved treatment and evaluation, the Claims Administrator may request additional medical examinations or documentation.

3.7 The Claim Administrator may request reinvestigation of the events giving rise to the workers' compensation claim.

4.0 On-Going Treatment, Administration, and Review of Approved Claims

Payment of Medical Expenses

4.1 The staff member has the right to select an attending physician, as well as other medical services providers to carry out the appropriate medical treatment, subject to the approval of the Claims Administrator.

4.2 When an appropriate course of medical treatment has been approved by the Claims Administrator, the Bank Group will cover all reasonable medical, hospital, laboratory, and therapy expenses associated with the approved treatment. To that end, the claimant must complete and submit a Workers' Compensation Medical Claim Form, which may be obtained from the Claims Administrator or from the Bank Group via the link provided.

4.3 When submitting claims for medical expenses, the claimant must complete a separate Workers' Compensation Medical Claim for each medical treatment provider and list all services received from that provider as of the claim date, purpose of services, dates of services, charges, and amounts to be reimbursed. Proof of payment for all requested reimbursements must be attached to the completed Workers' Compensation Medical Claim Form for submission. All claims for medical expenses must be submitted to the Claims Administrator within 30 calendar days of receipt of medical service.

4.4 The staff member must seek prior authorization from the Claims Administrator to change any element of the approved course of treatment, even when the changes are recommended by an attending physician. The staff member must seek prior authorization from the Claims Administrator to change the attending physician or add a treatment provider, even when the changes are recommended by the attending physician or another treatment provider. Only treatments and expenses authorized by the Claims Administrator will be covered for reimbursement. Failure to seek such prior authorizations may result in the denial of a claim if the claims administrator determines that the treatment is unnecessary or unrelated to the compensable condition.

4.5 Medical treatment approved under the Workers' Compensation Program will not be covered by the Bank Group's Medical Insurance Plan (MIP) or Medical Benefits Program (MBP).

4.6 The Claims Administrator will review all claims for medical expenses and will have the authority to reject any expenses that do not comply with the approved treatment plan or are not deemed to be necessary and related to the compensable condition. The Claims Administrator may also authorize reimbursement on a provisional basis subject to further review. Claimants may appeal rejection of a medical expense claim in accordance with Annex B of Staff Rule 6.11.

4.7 Medical expense claims in full compliance with the approved medical treatment plan will be paid to claimant within 30 calendar days of receipt by the Claims Administrator.

4.8 The Claims Administrator may require the claimant to undergo an Independent Medical Examination (IME) at any time deemed necessary during the treatment period. In determining convenience of place of examination, the Claims Administrator shall consider the following with reasonable notice to the claimant. If the claimant unreasonably refuses such an examination, the benefits may be suspended by the Claims Administrator.

- a. the distance to be traveled
- b. the physical condition of the staff member;
- c. the various modes of transportation available to the staff member; and
- d. the location of the qualified physicians who are available to conduct the examination

4.9 Fees and other charges for treatment or medical services shall be limited to those that are reasonable and customary charges prevailing in the local medical community as determined by the Claims Administrator. Examples include physician's charges, diagnostic and lab tests, and hospitalization expenses.

4.10 Reasonable transportation costs incurred to access treatment or to undergo examinations will be covered by the Bank Group. Mileage reimbursement will be assessed in accordance with the rates defined in the Workers' Compensation Act of the District of Columbia.

Vocational Rehabilitation

4.11 In the event a staff member is not able to resume his/her previous job, the Claims Administrator may prescribe a vocational rehabilitation program designed to return the staff member to work in a capacity that will provide a level of income that is as close as possible to the level of income earned by the staff at the time of injury.

- a. The Bank Group will bear the cost of and the Claims Administrator will arrange for, where available, appropriate vocational rehabilitation services.
- b. During the period of rehabilitation, the injured staff member will continue to receive any compensation and medical benefits to which he/she is entitled under this Rule.
- c. If an injured staff member declines to participate in an identified vocational rehabilitation program, the Claims Administrator may discontinue any and all benefits provided for under this Rule.

Request for Reconsideration by the Claims Administrator

4.12 A claimant who wishes to contest the denial of a claim for workers' compensation benefits or a decision taken in connection with the administration of a compensable claim must request reconsideration of the decision by the Claims Administrator within 90 days of receiving notice of the decision.

4.13 The request for reconsideration shall include any new information not previously furnished with the initial application. If a claimant needs more than 90 days to prepare the request for reconsideration, the claimant may request, in writing, an extension of time from the Claims Administrator. The Claims Administrator will provide up to 30 additional days to file the request for reconsideration.

4.14 The Claims Administrator will render its decision within 60 days of receipt of the request for reconsideration. If the Claims Administrator requires more time to make a decision, the claimant will be provided notice in writing which will include an explanation of why more time is required. The additional time will not exceed 30 days, assuming the Claims Administrator has complete information to render its decision.

4.15 If upon reconsideration, the Claims Administrator upholds the denial of the claim; the claimant may appeal to the Administrative Review Panel at the Bank Group.

Disability Benefits / Income Replacement

4.16 The Claims Administrator will conduct on-going reviews of a staff member's general condition and response to treatment and will authorize continuation of eligibility for disability benefits or income replacement as necessary.

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1.0 Introduction

The purpose of this document is to detail the process by which a staff member, the staff member's surviving spouse, domestic partner, or child, or the staff member's legally appointed guardian can appeal to the Bank Group's Administrative Review Panel for further review a final decision rendered by the Bank Group's Claims Administrator.

2.0 Administrative Review Panel

2.1 The Bank Group's Administrative Review Panel is composed of the following.

- a. The head of the Bank Group's Benefit unit responsible for the workers compensation program (Chair)
- b. A representative from the Bank Group's Health Services Department; and
- c. A representative of the Staff association appointed by the executive committee of the Bank Group's Staff Association

2.2 The Panel will review the decision under appeal on the basis of the written record as provided by the claimant, as well as the response provided by Claims Administrator. The Panel may request from the Worker's Compensation Administrator, the claimant or any other party additional information it deems necessary to reach a conclusion.

3.0 Request of Administrative Review

3.1 A claimant who wishes to appeal the the Claims Administrator's denial of a claim for workers' compensation benefits or a decision taken in connection with the administration of a compensable claim may, within 90 days of receiving notice of final the decision on reconsideration from the Claims Administrator, request administrative review of the decision from the Administrative Review Panel by completing and submitting a Request for Administrative Review form. The form may be accessed via the links provided or from the Claims Administrator.

3.2 The appeal should be submitted to the Chair of the Administrative Review Panel.

3.3 The claimant's must ensure that the Request for Administrative Review form contains the following completed information.

- a. Claimant's full name, address, and telephone number
- b. Staff member's name and UPI number
- c. Written notification of the decision against which the request is being made and the date on which the notification was received
- d. Grounds upon which the Appeal is made
- e. Statement of the relevant facts, together with supporting documentation and evidence
- f. The conclusion the appellant wishes the Panel to make; and
- g. Date of the Appeal and claimant's signature

3.4 In preparing an appeal, a claimant may request, and the Claims Administrator will furnish, copies of any medical reports, bills for medical treatment, vocational rehabilitation reports or official forms not already in the claimant's possession. When making his/her request to the Administrative Review Panel, the claimant must provide all necessary documentation, including relevant medical information. The claimant shall not include any new information not previously considered by the Claims Administrator in his/her appeal to the Administrative Review Panel.

3.5 Upon receipt of the appeal request, the Administrative Review Panel will provide a copy of the appeals request to the Claims Administrator who will prepare a written response within 60 days of receipt. The claimant will be provided a copy of the Claims Administrators written response and he/she will have 30 days to provide comments to the Administrative Review Panel on the response given by the Claims Administrator.

3.6 The Administrative Review Panel will review the decision being appealed based on the written record as supplied by the claimant and the response from the Claims Administrator. The Administrative Review Panel may request from the Claims Administrator, the claimant or any other party, additional information it deems necessary to reach a conclusion.

3.7 Within 90 days of receiving all requested documentation, the Panel will transmit a memorandum to the claimant

and the Workers Compensation Administrator detailing its decision and the reasons for the decision on the Appeal. In the absence of receipt of requested documentation within a reasonable period of time as determined by the Panel, the Panel may proceed to issue its decision.

3.8 If a claimant, after receiving the final decision of the Administrative Review Panel wishes to pursue his/her complaint further, the claimant may then file an appeal with the World Bank Administrative Tribunal in accordance with the provisions of [Staff Rule 9.05](#).

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06 Compensation

06.12 Participation in the Medical Insurance Plan

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth provisions governing participation in the Medical Insurance Plan (MIP). This Rule is effective September 1, 2000. Benefits and conditions of coverage under the MIP are set forth in a Certificate Booklet issued by the Insurance Administrator.

Applicability

1.02 Except where otherwise specified in the text, this Rule applies to staff members holding Regular, Fixed-Term, Part-Time, or Executive Director's Assistant appointments, to staff members holding Consultant or Temporary appointments commencing prior to July 1, 1998 of six months or more for full-time work, to staff members appointed to an Open-Ended or Term appointment in a position subject to international recruitment or in a position subject to local recruitment at Headquarters, and to retired staff members who, while active, held one of the above appointments.

Definitions

1.03 For the purposes this Rule, the following definitions apply:

- a. **Retired Staff Member:** The term "retired staff member" means a former staff member who is eligible for a pension under the Staff Retirement Plan and who is eligible to participate in the MIP as described below.
- b. **Eligible Dependent:** The term "eligible dependent" means:
 - i. A staff member's or retired staff member's spouse and each dependent child who meets the criteria for a dependency allowance under [Rule 6.02, "Dependency \(Tax Equivalency\) Allowance,"](#) whether or not an allowance is paid.
 - ii. A staff member's or retired staff member's registered same-sex domestic partner, as

provided in [Rule 1.01, "General Provisions."](#)

- iii. A foster child, or a child for whom the staff member or retired staff member has been granted physical custody for purposes of permanent adoption. Such child must also meet the criteria for a dependency allowance for a dependent child in [Rule 6.02](#) and live in the staff member's or retired staff member's household. A foster child must meet the definition of foster child under the law of the staff member's or retired staff member's state of residence.
- iv. A child of an unmarried dependent child, if the parent remains an unmarried dependent living in the household of the staff member or retired staff member. Such a grandchild must also meet the criteria for a dependency allowance for a dependent child in [Rule 6.02](#).
- v. A dependent handicapped child who attains age 25 if the child is unmarried and incapable of self-sustaining employment by reason of mental or physical disability, provided that:
 - a. the child became mentally or physically handicapped before reaching age 25;
 - b. the staff member or retired staff member submits to the Insurance Administrator satisfactory evidence of such incapacity; and
 - c. any conversion privilege available under this Rule for the child is not exercised. The Insurance Administrator may require evidence of such incapacity from time to time.
- c. **Medical Insurance Plan (MIP):** The term "Medical Insurance Plan" or "MIP" means medical insurance under the contract of insurance between the Bank Group and the Insurance Administrator as amended from time to time and for which staff members and retired staff members contribute at rates established periodically by the Bank Group.
- d. **Family Plan:** The term "Family Plan" means coverage under the MIP for the staff member and more than one eligible dependent, or for the retired staff member and one or more eligible dependents.
- e. **Dual Plan:** The term "Dual Plan" means coverage under the MIP for the staff member and spouse only, or for a single staff member who has one dependent child, or for a staff member and registered same-sex domestic partner only. The Dual Plan is not available to retired staff members.
- f. **Individual Plan:** The term "Individual Plan" means coverage under the MIP for the staff member or retired staff member only.
- g. **Insurance Administrator:** The term "Insurance Administrator" means the company with whom the Bank Group has contracted to administer and adjudicate claim reimbursements for the MIP.
- h. **Qualifying Service:** The term "Qualifying Service" means the total period of pensionable service in one or more of the appointment types to which this Rule applies.
- i. **Sponsored Plan:** The term "Sponsored Plan" means medical insurance for an eligible parent and/or parent-in-law of a staff member. The Sponsored Plan is not available to retired staff members.
- j. **Medical Care Conversion Policy:** The term "Medical Care Conversion Policy" means medical insurance provided under a separate individual policy of insurance for which participating individuals contribute according to premiums determined by the Insurance Administrator. This policy is available to staff members, retired staff members, and their eligible dependents that cease to be eligible for coverage under the MIP.

- k. **Option A/Option B:** The terms "Option A" and "Option B" mean the two levels of benefit coverage available to staff, with different contributions and different deductibles.
- l. **Plan 1/Plan 2:** The terms "Plan 1" and "Plan 2" mean the two levels of benefit coverage available to retired staff, with different contributions and different deductibles.

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02. Enrollment in the Medical Insurance Plan

Enrollment Upon Appointment

2.01 A staff member may enroll in Option A or Option B and elect Individual, Dual, or Family Plan coverage without evidence of good health provided that the written application for enrollment is received by the Benefits Administration Unit within 31 calendar days from commencement of qualifying service. Coverage is effective as of the date of commencement of qualifying service, except that any eligible dependent who is confined to a hospital or other medical institution on that date becomes insured upon discharge from the hospital or other medical institution. If two Bank Group staff members eligible for MIP participation are married to one another or have a registered same-sex domestic partnership and are enrolled in the Dual or Family Plan, one staff member must elect to participate as an employee and the other will be recorded as a dependent in the Dual or Family Plan. Alternatively, each staff member may opt for Individual Plan coverage and each pay the corresponding premium.

Change from Individual to Dual or Dual to Family Plan

2.02 A staff member may change enrollment to add new dependents without providing evidence of good health satisfactory to the Insurance Administrator, for such new dependents only, provided a written application is received within 31 days of the following events:

- a. Individual to Dual Plan for active staff: marriage, birth/adoption of a child, or the initial attainment of the criteria listed in [Rule 1.01, Annex A](#) for establishment of a same-sex domestic partnership;
- b. Individual to Family Plan for active staff: marriage, birth/adoption of more than one child, or the initial attainment of the criteria listed in [Rule 1.01, Annex A](#) for establishment of a same-sex domestic partnership;
- c. Individual to Family Plan for retired staff: marriage, the birth/adoption of a child, or the initial attainment of the criteria listed in [Rule 1.01, Annex A](#) for establishment of a same-sex domestic partnership;
- d. Dual to Family Plan for active staff: marriage, birth/adoption of a second child, or the initial attainment of the criteria listed in [Rule 1.01, Annex A](#) for establishment of a same-sex domestic partnership.

Coverage is effective as of the date of the qualifying even listed above. If a staff member or retired staff member is enrolled in the Family Plan, coverage for newly eligible dependents is automatic under the Family Plan if reported in writing to Benefits within 31 days. Any dependents of active staff members who were not enrolled during the 31-day period following their initial eligibility must provide evidence of good health satisfactory to the Insurance Administrator, as described in [paragraph 2.04 below](#).

Change to Option A or Option B (Active Staff Plan)

2.03 A staff member may change from Option A or Option B once during the annual change season, upon receipt of a written application by the Benefits Administration Unit prior to the deadline established each year. Staff may also change options when coverage changes from Individual Plan to Dual or Family Plan under the provisions of [paragraph 2.02](#).

Late Enrollment

2.04 Except as provided in [paragraph 2.05](#), a staff member who applies for MIP enrollment more than 31 days after commencement of qualifying service must provide, at his own expense, evidence of good health satisfactory to the Insurance Administrator. Except as provided in [paragraph 2.06](#), a staff member who applies for change from the Individual Plan to the Dual or Family Plan after the 31-day period described in [paragraph 2.02](#) must provide, at his own expense, evidence of good health satisfactory to the Insurance Administrator for each eligible dependent. If the application is accepted, coverage becomes effective from the date of acceptance subject to any exclusion or conditions established by the Insurance Administrator under the policy of insurance. Retired staff members are not eligible for late enrollment.

Late Enrollment As a Result of Lost Coverage

2.05 A staff member who is currently not covered under the MIP and who has lost other medical insurance coverage outside the Bank Group because of legal separation, divorce, dissolution of a registered same-sex domestic partnership, spouse's death, same-sex domestic partner's death, spouse's loss of employment, or same-sex domestic partner's loss of employment may apply within 31 days of loss of coverage and elect to enroll in Individual, Dual or Family Plan coverage without evidence of good health. The staff member must submit to the Benefits Administration Unit

- i. either a death certificate, divorce decree, legal separation agreement, or statement from the spouse's or same-sex domestic partner's prior employer confirming the loss of employment and
- ii. a statement from the previous insurance administrator confirming the loss of coverage. Coverage is effective the first day of the month following acceptance of the application by the Benefits Administration Unit. Retired staff members and their eligible dependents are not eligible for late enrollment as a result of lost coverage.

2.06 A staff member who has Individual or Dual Plan coverage, and whose spouse, same-sex domestic partner, or eligible dependent child loses other medical coverage due to loss of employment, legal separation, divorce or death may apply within 31 days of loss of coverage to elect to change coverage to the Dual or Family Plan without evidence of good health. The staff member must submit to the Benefits Administration Unit

- i. either a death certificate, divorce decree, legal separation agreement or statement from the spouse's or same sex domestic partner's former employer confirming the loss of employment and
- ii. a statement from the previous insurance administrator confirming the loss of coverage. Coverage is effective the first day of the month following acceptance of the application by the Benefits Administration Unit. Retired staff members and their eligible dependents are not eligible for late enrollment as a result of lost coverage.

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03. Continuation and Reduction of Coverage

Continuation While On Leave Without Pay

3.01 A staff member on leave without pay may continue coverage under the MIP as provided in [Rule 6.06, "Leave,"](#) as long as the staff member pays the required contributions. A staff member who suspends coverage during leave without pay may not reinstate coverage until active work status is regained. Within 31 days of return to active work status, a staff member may reinstate participation without evidence of good health. After 31 days, evidence of good health will be required as provided in [paragraph 2.04](#).

Continuation While On External Service

3.02 A staff member on external service may continue coverage under the MIP as provided in [Rule](#)

[5.02, "External Service,"](#) as long as the staff member pays the staff contributions. A staff member who suspends coverage during external service may not reinstate coverage until active work status is regained. Within 31 days of return to active work status, a staff member may reinstate participation without evidence of good health. After 31 days, evidence of good health will be required as provided in [paragraph 2.04](#).

Continuation After Termination of Employment

3.03 Coverage under the MIP continues through the last day of the month in which a staff member's service terminates. A staff member may elect to continue coverage by notifying the Benefits Administration Unit in writing within 31 days of the last day of service and making payment arrangements in advance for the combined Bank Group and staff member premium for coverage up to 36 months. If continued coverage is elected prior to the end of coverage as described above, the continued coverage begins the first day of the month following the change in eligibility. If continued coverage is requested after the end of coverage but prior to 31 days from the last day of service, such continued coverage begins the day the application is received by the Benefits Administration Unit. If the applicant or any dependents are hospitalized on the day coverage would otherwise take effect, coverage for those hospitalized individuals will be delayed until the applicant and/or the dependents are released from the hospital.

Continuation For An Eligible Dependent Child Who Ceases to be Eligible for a Dependency Allowance

3.04 Except in the case of an eligible dependent handicapped child, coverage for an eligible dependent child will cease on the last day of the month during which the child reaches age 25 or fails to meet the eligibility for dependency under [Rule 6.02](#). A staff member or retired staff member may elect to continue coverage for a child for up to 36 months. The staff member or retired staff member must notify the Benefits Administration Unit in writing within 31 days of the child losing eligibility for dependency and make payment arrangements in advance for a premium equivalent to the combined Bank Group and staff or retiree contribution rate for the Individual Plan for the level of coverage continued. If continued coverage is elected prior to the end of coverage as described above, the continued coverage begins the first day of the month following the change in eligibility. If continued coverage is requested after the end of coverage, but prior to 31 days from the end of the child's dependency, such continued coverage begins the day the application is received by the Benefits Administration Unit. If the applicant is hospitalized on the day coverage would otherwise take effect, coverage will be delayed until the applicant is released from the hospital. For an eligible dependent handicapped child, the staff member or retired staff member must present evidence of the handicap satisfactory to the Insurance Administrator within 31 days of the handicapped child reaching age 25. The Insurance Administrator may require periodic health evaluations of the handicapped child after the initial acceptance.

Continuation By a Divorced (or Legally Separated) Spouse

3.05 A spouse will cease to be eligible for coverage because of divorce, or because of change to the Individual Plan as a consequence of legal separation as defined in [Rule 6.02, "Dependency,"](#) as of the last day of the month during which the divorce or change to Individual Plan coverage due to legal separation became effective. Such a spouse may elect to continue Individual, Dual or Family Plan coverage under the MIP for up to 36 months by notifying the Benefits Administration Unit in writing within 31 days of the effective date of loss of eligibility and making payment arrangements in advance for a premium equivalent to the combined Bank Group and staff or retiree contribution rate for the plan elected. If continued coverage is elected prior to the end of coverage as described above, the continued coverage begins the first day of the month following the change in eligibility. If continued coverage is requested after the end of coverage but prior to 31 days from the divorce or change to the Individual Plan as a consequence of legal separation, such continued coverage begins the day the application is received by the Benefits Administration Unit. If the applicant or any dependents are hospitalized on the day coverage would otherwise take effect, coverage for those hospitalized individuals will be delayed until the applicant and/or the dependents are released from the hospital.

Continuation By a Domestic Partner Whose Eligibility Has Ceased

3.06 A domestic partner will cease to be eligible for coverage from the last day of the month when a

staff member or retired staff member has notified Benefits Administration that the domestic partnership has terminated. Such domestic partner may elect to continue Individual Plan coverage for up to 36 months by notifying the Benefits Administration Unit in writing within 31 days of the effective date of termination of the partnership and making payment arrangements in advance for a premium equivalent to the combined Bank Group and staff or retiree contribution rate for the plan in which the domestic partner was enrolled. If continued coverage is elected prior to the end of coverage as described above, the continued coverage begins the first day of the month following the change in eligibility. If continued coverage is requested after the end of coverage but prior to 31 days from the termination of the domestic partnership, such continued coverage begins the day the application is received by the Benefits Administration Unit. In addition, a domestic partner who at the time of death of the staff member or retired staff member is not eligible to receive an Optional Survivor Pension from the Staff Retirement Plan may elect to continue his/her coverage in the Individual Plan within 31 days of the staff member or retired staff member's death. If the applicant or any dependents are hospitalized on the day coverage would otherwise take effect, coverage for those hospitalized individuals will be delayed until the applicant and/or the dependents are released from the hospital. Payment arrangements must be made in advance for a premium equivalent to the combined Bank Group and staff or retiree contribution rate for the plan in which the domestic partner was enrolled.

Continuation By a Staff Member's or Retired Staff Member's Surviving Spouse

3.07 If an active or retired staff member dies while insured under the Dual or Family Plan, a surviving spouse or eligible same-sex domestic partner may elect in writing within 31 days of the date of death to continue coverage for him/herself and any eligible dependents provided the spouse or eligible domestic partner immediately receives a monthly surviving spouse pension or optional annuity under the Staff Retirement Plan. A surviving spouse or eligible domestic partner who is not entitled to receive a monthly surviving spouse pension or optional annuity, may elect to continue coverage under the MIP for up to 36 months by notifying the Benefits Administration Unit in writing within 31 days of the date of death and by making payment arrangements in advance for a premium equivalent to the relevant combined (Bank Group and staff member or retiree) contribution of the plan in which the staff member or retiree was enrolled. The terms for the continued coverage are based on the contribution schedule for [Active Staff \(Annex A\)](#) or [Retired Staff \(Annex B\)](#). In the case of a retired staff member who marries after retirement and who elects to provide an optional surviving spouse pension to his/her spouse, the spouse may, upon the retired staff member's death, elect to continue coverage and contribute the appropriate subsidized premium. A surviving spouse may only elect Individual Plan coverage unless there are participating eligible dependents as of the date of death. Surviving spouses may not add dependents to their medical insurance coverage, even if he/she is in the Family Plan.

3.08 For a staff member who dies in active service, who participated in the MIP and who was a participant in the net e Staff Retirement Plan, the surviving spouse is eligible to receive Retiree Plan 2 MIP coverage at no cost for five years from the date of death of the staff member. This free coverage will also continue for those dependents eligible at the time of the staff member's death. After this five year period, MIP eligibility will cease and the surviving spouse and eligible dependents would be able to continue the MIP for up to 36 months by notifying the Benefits Administration Unit in writing within 31 days of the end of eligibility date and by making payment arrangements in advance for a premium equivalent to the relevant combined Bank Group and retired staff member contribution. During the five year period and any continuation period elected, the surviving spouse may not add dependents to his/her MIP coverage, even if he/she is in the Family Plan.

Continuation By A Staff Member Or Retired Staff Member's Surviving Orphaned Child

3.09 A surviving orphaned child who is in receipt of a monthly child's benefit under the Staff Retirement Plan may elect in writing within 31 days of the staff member's or retired staff member's death to continue individual coverage under the MIP under terms established by the Bank Group, as provided in [Annex B](#). Coverage terminates the first day of the month following the date when the orphaned child ceases to receive the child's benefit under the Staff Retirement Plan. An orphaned child may elect to continue individual coverage under the MIP for up to 36 months by notifying the Benefits Administration Unit in writing within 31 days of losing eligibility for the child's benefit under the Staff Retirement Plan and making payment arrangements in advance for the combined Bank Group and retired staff member contribution rate.

Continuation By a Retired Staff Member

3.10 A staff member may elect in writing to enroll in the Retiree MIP before the last day of active service as shown in the table below. Commencement of the Retiree MIP (Plan 1 or Plan 2) may be deferred until on or after the start of the monthly pension under the Staff Retirement Plan, provided the applicant provides evidence of other group health insurance coverage for the three years prior to the start of the Retiree MIP. A staff member may enroll himself/herself and his/her eligible dependents in the Retiree MIP even if they did not participate in the MIP as an active staff member. Deductions are taken from the monthly pension payments payable under the Staff Retirement Plan, and coverage cannot commence prior to the start of a monthly pension payment. If the monthly pension is insufficient to cover the MIP contribution cost, the retiree must make arrangements acceptable to the Bank Group for the payment of any shortfall.

Eligibility Options for Participating in the Retiree MIP Plan 1 or Plan 2

Profile	Staff on Board	Eligibility Requirements as of the last day of Bank Service	Retiree MIP Coverage Available
I	Prior to April 15, 1998	<ul style="list-style-type: none"> · age 62 or older; or · age 55-61 and 10 years pensionable service; or · age 50-54 and age plus pensionable service equal 75 or more 	Plan 1 only; bracket determination and rates in Annex B . Coverage starts on or after the date monthly pension commences.
II	Prior to April 15, 1998	<ul style="list-style-type: none"> · 10 years pensionable service; and · age plus years of pensionable service equal 60 or more; and · does not meet Profile I Retiree MIP eligibility 	Plan 2 at rates shown in Annex C ; or Plan 1 at a higher contribution rate than Profile I. Coverage starts on or after the date monthly pension commences.
III	On/after April 15, 1998	<ul style="list-style-type: none"> · 10 years pensionable service; and · age plus years of pensionable service equal 60 or more 	Plan 2 only. Rates shown in Annex C . Coverage starts on or after the date monthly pension commences.

3.11 Applications for the Retiree MIP must be made in writing prior to the last day of active service. Decisions to defer the commencement of the MIP and the plan selection, if appropriate, must also be made prior to the last day of active service. If a staff member elects to defer Retiree MIP coverage, he/she need not provide the effective start date of such deferred coverage. If coverage is started but later dropped, coverage cannot be regained. All decisions are final. If immediate or deferred coverage is declined when service ends, subsequent applications after the end of Bank Group service cannot be accepted. Retired staff eligible for Plan 1 and Plan 2 may defer the choice of Plan level (1 or 2) until the effective date of Retiree MIP coverage.

Conversion Option When Coverage Ceases Under the Medical Insurance Plan

3.12 A staff member, eligible dependent, registered same-sex domestic partner, surviving spouse, or surviving orphaned child whose coverage under the MIP ceases may apply in writing within 31 days of cessation of coverage to the Insurance Administrator for conversion, without evidence of good health, to a standard Medical Care Conversion Policy offered under a separate contract and under separate terms by the Insurance Administrator.

Reduction In Coverage

3.13 A staff member or retired staff member covered under the MIP may not reduce coverage to exclude a covered spouse or same-sex registered domestic partner except as a result of a divorce, termination of domestic partnership, or a legal separation as defined in [Rule 6.02, "Dependency,"](#) unless the spouse or same-sex domestic partner consents in writing to such a reduction in coverage.

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04. Sponsored Plan

Applicability

4.01 This Section applies to staff members holding a Regular, Fixed-Term, Part-Time, or Executive Director's Assistant appointment, or an Open-Ended or Term appointment who qualify to participate in the MIP in accordance with [paragraph 1.02](#).

Eligibility Requirements

4.02 A staff member may apply for medical insurance coverage for a parent or parent-in-law under the Sponsored Plan provided the following conditions are met:

- a. the parent or parent-in-law is single, widowed, divorced, legally separated;
- b. the parent or parent-in-law's principal residence is in the staff member's household at the duty station for six months or more during a calendar year and the parent or parent-in-law holds a dependent G4 visa or other visa which allows the parent or parent-in-law to reside indefinitely with the staff member at the duty station, or is a U.S. permanent resident or a U.S. citizen. In the case of a staff member stationed away from Headquarters, a parent or parent-in-law is not required to reside in the staff member's household at the duty station for the duration of the field assignment;
- c. the parent or parent-in-law receives more than one-half of his or her financial support from the staff member;
- d. the parent or parent-in-law has a gross annual income (from employment or other sources) less than that shown in [Annex A of Rule 6.02](#);
- e. the parent or parent-in-law provides at his or her own expense evidence of good health satisfactory to the Insurance Administrator; and
- f. the staff member is currently enrolled in the MIP.

Effective Date of Coverage

4.03 Coverage under the Sponsored Plan becomes effective as of the date the application is approved by the Insurance Administrator.

Termination of Coverage

4.04 Coverage under the Sponsored Plan terminates upon the earliest of the following:

- a. first of the month following written notification by the staff member to the Benefits Administration Unit,
- b. the last day of the month the staff member's qualifying service ends, or
- c. when the parent or parent-in-law ceases to meet any of the conditions in [paragraph 4.02](#), except [4.02\(e\)](#). In the event of termination of employment or retirement, a staff member may continue Sponsored Plan coverage for up to 36 months by notifying the Benefits Administration Unit in writing before the last day of qualifying service and by paying the premium, as provided in [Annex D](#), in advance.

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05. Cost of Participation

Active Staff Members

5.01 The cost to staff members of participation in the MIP is determined periodically by the Bank Group and is based on the plan type and staff member salary. The current cost for participation in the MIP is shown in [Annex A](#).

Retired Staff Members

5.02 The cost to retired staff members of participation in the MIP is determined periodically by the Bank Group and is based on the retiree's length of service, age at separation from the Bank Group (Plan 1) or age at commencement of Retiree MIP (Plan 2), participation in national health programs, and final annual net salary. The current cost for participation in the Retiree MIP Plan 1 and Plan 2 is shown in [Annex B](#) and [Annex C](#).

Surviving Spouses

5.03 For surviving spouses who are covered under the Plan 2 five-year death benefit as a result of the staff member's death in active service, there is no cost for participation in the Retiree MIP.

Sponsored Plan

5.04 The current cost to the staff member of participation in the Sponsored Plan is shown in [Annex D](#).

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**06. Termination of Participation at Bank Group Initiative
Fraud on the Plan**

6.01 A staff member or retired staff member's participation in the MIP may be terminated at Bank Group initiative in cases where the Bank Group determines that fraud has been committed on the MIP.

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**07. Right of Reimbursement
Reimbursement Provision**

7.01 A staff member or retired staff member must notify and provide information to the Insurance Administrator if a claim for an illness or injury is being submitted for which the staff member has sought, or will seek, recovery from another person or organization. A staff member or retired staff member who recovers a sum of money from another person or organization must reimburse the MIP for all medical expenses paid by the MIP in respect of the illness or injury for which the recovery was made.

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**08. Disputes Over Participation in the Medical Insurance Plan
Internal Grievance Mechanism**

8.01 Disputes concerning eligibility to participate in the MIP are subject to review through the Bank Group's internal grievance mechanisms, except for disputes arising out of the Insurance Administrator's decision relating to the sufficiency of evidence of good health in the case of late entrants and to the requirements relating to mental retardation or physical handicap in the case of eligible dependents. Disputes with the Insurance Administrator over benefits and conditions of coverage under the MIP are not subject to review under the Bank Group's internal grievance mechanisms.

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Annex A: Contributions to the Medical Insurance Plan - Semi Monthly Rates for Active Staff and the Sponsored Medical Insurance Plan

Contributions are deducted semi-monthly from the staff member's salary payment. The premium schedule is found [here](#).

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Annex B: Contributions to MIP (Plan 1) Monthly Rates for Retirees

1. Monthly contributions for Plan 1 vary depending on age and eligible service under the Staff Retirement Plan upon separation from the Bank Group. They also vary for those:
 - a. on disability retirement,
 - b. in surviving spouse status, and
 - c. participating in national health programs. The monthly contribution is determined from the appropriate contribution bracket. The last table in this Annex shows how to determine the bracket on which contributions will be based.
2. Retirees and spouses participating in a national health program, as certified by the retiree, will be eligible for a discount as follows:

	Individual	Dual/Family
Medicare Part B	15%	7.5% per participant
Medicare Parts A & B	30%	15% per participant
Other Plans	40%	20% per participant

The contribution discounts will be determined at the time of retirement, and thereafter, based on the individual's certified participation in a national health program. Changes in status for national health program participation will be reflected in contributions effective the first of the month following receipt of notification from the retiree by the Bank Group's Human Resources Service Center. The amount of the discounts (15%, 30%, or 40%) and level of retiree contributions will be reviewed annually when the MIP is reviewed. Participation in a national health program is required if such participation can be done without a penalty. If the retiree does not participate, MIP reimbursement benefits will be determined as though the insured had enrolled in the national health program when eligible.

Type of Retirement	Age at End of Service	Years of Pensionable Service or other Requirement	MIP Contribution Base
Normal	62 or later	10 or more	75% of final net annual salary
		Less than 10	Final net annual salary
Early	55 but less than 62	Rule of 75 (sum of age plus service equals 75 or more)	75% of final net annual salary
		10 or more	Final net annual salary
	50 to 55	Rule of 75 (sum of age plus service equals 75 or more)	75% of final net annual salary

Note: Bracket numbers are determined based on the contribution schedule in effect at the time of a staff member's retirement or upon commencement of the surviving spouse's pension.

**Retiree Contributions to the Medical Insurance Plan
Monthly Rates: Effective May 1, 2006**

Contribution Bracket	

			Monthly Contribution		
New	MIP Contribution	Old	Individual Plan	Dual Plan	Family Plan
Bracket	Base	Bracket	(\$)	(\$)	(\$)
A ¹	up to 19,999	1-5	37	74	92
B	20,000 - 39,999	6-10	74	148	185
C	40,000 - 59,999	11-15	116	235	293
D	60,000 and over	16-32	162	322	403
Combined Bank/Retiree Contribution			462	925	1,156

1 An orphaned child(ren), in receipt of a monthly survivor benefit from the Staff Retirement Plan, will be charged according to Bracket A.

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Annex C: Contributions to the Retiree MIP (Plan 2)

1. Monthly contributions for coverage under Retiree Plan 2 are calculated as follows. The amount the Bank provides as a subsidy for Plan 2 coverage is dependent on the years of pensionable service and age upon commencement of Retiree MIP coverage. A retiree earns a 4% subsidy from the Bank for each year of pensionable service. The total subsidy is reduced by 3% for each year the retiree's age precedes 62 upon commencement of Retiree MIP coverage. The maximum subsidy from the Bank is 75%. The calculated Bank subsidy is applied to the total monthly unsubsidized cost.

Example

The subsidy provided for a staff member who retires at age 52 with 20 years of pensionable service is calculated as follows:

- 1) Calculate subsidy at 4% annual accrual for 20 years of service (.04x 20) = 80%
- 2) Calculate early retirement reduction at 3% for 10 years below age 62 (.03 x 10) = .30% reduction
- 3) Calculate the subsidy reduction(.80 x .30) = -24%
- 4) Total subsidy provided by the Bank (capped at 75%) = 56%
(.80-.24) =

Monthly Cost* for Coverage Under Plan 2:

	Individual	Dual	Family
Unsubsidized cost for coverage in Retiree Plan 2 =	\$387.00	\$775.00	\$968.50
Bank Subsidy (56%) =	-\$217.00	-\$434.00	-\$542.00
Retiree pays =	\$170.00	\$341.00	\$426.00

***Subject to change in future years due to medical inflation**

2. Retirees and spouses participating in a national health program, as certified by the retiree, will be eligible for a discount as follows:

	Individual	Dual or Family
Medicare Part B	15%	7.5% per participant
Medicare Parts A & B	30%	15% per participant

Other Plans 40% 20% per participant

The contribution discounts will be determined at the time of retirement, and thereafter, based on the individual's certified participation in a national health program. Changes in status for national health program participation will be reflected in contributions effective the first of the month following receipt of notification from the retiree by the Bank Group's Human Resources Service Center. The amount of the discounts (15%, 30%, or 40%) and level of retiree contributions will be reviewed annually when the MIP is reviewed. Participation in a national health program is required if such participation can be done without a penalty. If the retiree does not participate, MIP reimbursement benefits will be determined as though the insured had enrolled in the national health program when eligible.

3. Retirees in the gross pension plan (who were in active pension service prior to April 15, 1998), but do not meet the Plan 1 eligibility requirements, you may enroll in Plan 1 at the cost of Plan 2 coverage with an additional cost of \$75 per month for Individual coverage, \$150 per month for Dual coverage, and \$187.50 for Family coverage. This additional Plan 1 premium is subject to change.

For example:

Monthly Cost for Coverage Under Plan 1:

	Individual	Dual	Family
Cost for Plan 2 =	\$170.00	\$341.00	\$426.00
Additional Charge =	<u>\$ 75.00</u>	<u>\$150.00</u>	<u>\$187.50</u>
Total Monthly Cost for Plan 1 =	\$245.00	\$491.00	\$613.50

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Annex D: Sponsored Plan Contributions

With effect from April 1, 2001 the amount of the monthly contribution for the Sponsored Plan (per parent/parent-in-law enrolled) shall be as follows:

Net Annual Salary	Monthly Contribution
\$20,000 to \$39,999	\$400
\$40,000 to \$59,999	\$430
\$60,000 to \$79,999	\$460
\$80,000 to \$99,999	\$490
\$100,000 to \$119,999	\$520
\$120,000 to \$139,999	\$550
\$140,000 and higher	\$580
Continuation	\$580

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06 Compensation

06.13 Home Country Travel

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01. Subject, Applicability and Definitions

Subject and Policy Rationale

1.01 This Rule sets forth the provisions governing the benefits provided by the Bank Group that have been designed to help expatriate staff members maintain their cultural, professional, and personal links with their home countries. This Rule was most recently amended on July 1, 2011.

Applicability

1.02 This Rule applies to staff members holding Regular, Open-Ended, Term, or Executive Director's Advisor appointments.

Definitions

1.03 In addition to the definitions in [Rule 1.01, "General Provisions,"](#) for purposes of this Rule, the following definitions apply:

- a. **Dependent Child** is defined in [Rule 1.01](#).
- b. **Eligibility Date** means the date upon which a staff member is eligible for home country travel under one of the options specified in [Section 3](#).
- c. **Home City** means the place in the home country in which the staff member most recently resided prior to Bank Group appointment, unless otherwise determined by the Manager, Human Resources Service Center, or a designated official.
- d. **Home Country** means the country of which the staff member is a citizen at the time of appointment, or if a staff member is a citizen of more than one country, the country of citizenship in which the staff member has resided most recently prior to appointment to the Bank Group, unless otherwise determined by the Manager, Human Resources Service Center or his/her designee. In the case of a staff member's spouse or domestic partner, it means the country of which the spouse or domestic partner is a citizen. In the case of a staff member appointed on or after January 29, 1985, who is a permanent resident of a country other than the country of citizenship, the home country means the country of which the staff member is a permanent resident.
- e. **Immediate Family** means a staff member's spouse or domestic partner and dependent children on the staff member's eligibility date.

- f. **Permanent Resident** means, in the case of a staff member whose duty station is in the United States (U.S.), a person who holds U.S. permanent resident or refugee status, a person whose adjustment to U.S. permanent resident or refugee status has been approved by the U.S. authorities or a person who has been admitted to the U.S. for the purpose of permanent residence. In the case of other duty stations, the determination as to whether the staff member will be treated as a permanent resident will be made by the Manager, Human Resources Service Center, or his/her designee, applying as closely as possible the standards used at headquarters.
- g. **Service** means active continuous service with the Bank Group outside the home country under one of the appointments types specified in [paragraph 1.02](#). For this purpose, periods of leave without pay of 31 days or more and external service without pay are not considered as service, but such periods do not constitute a break in service.
- h. **IMF** means the International Monetary Fund.

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02. Eligibility

Appointment on or before January 28, 1985

2.01 A staff member appointed to a Regular, Fixed-Term, or Executive Director's Assistant appointment on or before January 28, 1985, whose service has been continuous since that date, is eligible for home country travel in respect of that period of service during which the staff member is not a citizen of the duty station country. However, eligibility will cease when the staff member becomes a citizen of the duty station country, or becomes a permanent resident of the duty station country on the basis of a petition or an application filed after January 29, 1986.

Appointment Between January 29, 1985 and April 14, 1998

2.02 A staff member appointed to a Regular, Fixed-Term, or Executive Director's Assistant appointment on or after January 29, 1985 and on or before April 14, 1998, is eligible for home country travel in respect of that period of service during which the staff member is neither a citizen nor a permanent resident of the duty station country, provided that the staff member is not at any time after appointment or in the 12 months preceding appointment a citizen or permanent resident of the duty station country.

Appointment Between April 15, 1998 and June 30, 1999

2.03 A staff member appointed to a position subject to international recruitment on an Open-Ended, Term, or Executive Director's Assistant appointment on or after April 15, 1998 and on or before June 30, 1999 is eligible for home country travel in respect of that period of service during which the staff member is neither a citizen nor a permanent resident of the duty station country, provided the staff member is not at any time after appointment or in the 12 months preceding appointment a citizen or permanent resident of the duty station country.

Appointment on or after July 1, 1999

2.04 A staff member appointed to a position subject to international recruitment on an Open-Ended, Term, or Executive Director's Advisor appointment on or after July 1, 1999 is eligible for home country travel in respect of that period of service during which the staff member is neither a citizen nor a permanent resident of the duty station country, provided that the staff member is not at any time after appointment or in the 12 months preceding appointment a citizen or permanent resident of the duty station country, and is posted to a duty station outside the U.S. However, for periods when such a staff member is posted to a duty station in the U.S., this Rule will not apply and [Rule 6.21, "Mobility Premium"](#) will apply instead.

Change in Citizenship or Residency

2.05 In the event that a staff member eligible for home country travel relinquishes the citizenship held

on appointment but does not become a citizen of the duty station country, a new determination of the staff member's home country will be made by the Manager, Human Resources Service Center, or his/her designee.

2.06 A staff member not eligible for home country travel who relinquishes citizenship or permanent resident status in the duty station country subsequent to appointment or in the 12 months preceding appointment does not become eligible for home country travel benefits.

Change in Position

2.07 A staff member appointed to a position subject to local recruitment becomes eligible for home country travel upon reassignment to a position subject to international recruitment outside the U.S., if the reassignment involves a change in duty station country. If there is no change in duty station country, the staff member does not become eligible for home country travel. Upon reassignment back to the prior duty station country or to a position subject to local recruitment in another duty station country, the staff member ceases to be eligible for home country travel.

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03. Home Country Travel

Travel Options

3.01 The Bank Group will provide round-trip home country travel to a staff member and the immediate family as follows subject to the limitations detailed below.

- a. **Two-Year Cash Option.** After two years of service, a cash payment in the amount published in the HR Kiosk; or
- b. **Two-Year Ticket Option.** After two years of service, economy class air travel.

Limitations

3.02 The option selected by the staff member will apply to all members of the immediate family, though they need not travel together.

3.03 In the case of the cash options, the applicable airfares will be determined by the Travel Office. The amount of the payment will be based on the schedule of airfares in effect on the date the staff member's application is received by the Human Resources Service Center. The cash received must be used to purchase any mode of round-trip transportation between the duty station and the home country, or other authorized destination. Tickets must be purchased from an authorized travel vendor, such as an airline or a travel agent. Frequent flyer coupons or other airline awards and special offers may not be used in lieu of the purchase of such transportation.

3.04 The cost borne by the Bank Group for all travel under this Rule will be established on the basis of the most direct and cost-effective travel, as determined by the Travel Office. In the case of travel under the ticket options, the cost limit will be for travel from the duty station to the staff member's home city or nearest airport and return to the duty station by air in the applicable class.

Children's Fares

3.05 The airfares in respect of each eligible dependent child will be based on the airline regulations in effect and the age of the child as of:

- a. the date the staff member's application is received by the Human Resources Service Center in respect of the cash option; and

- b. the date the child's travel commences in respect of the ticket option.

Surface Travel

3.06 All or part of home country travel may be by car or train. In such circumstances, the costs involved are deemed to be covered by the travel allowance specified in [Section 5](#) and, if applicable, funds paid to the staff member under the cash option specified in this section. No additional reimbursement is provided for surface travel.

Travel by Sea

3.07 All or part of home country travel under the ticket option may be by sea, provided that the combined cost of air and sea travel borne by the Bank Group does not exceed the cost which would have been borne by the Bank Group for air travel in the applicable class and that the sea journey is on a direct route to or from the authorized destination.

Authorized Destination

3.08 Travel will be from the staff member's duty station to the home country, unless the Manager, Human Resources Service Center or his/her designee authorizes travel to:

- a. A country of which the staff member's spouse or domestic partner is a citizen, if the spouse or domestic partner is not a citizen of the duty station country; or
- b. A neighboring or culturally similar country, or a country where the staff member has significant family ties, if the staff member and immediate family are unable to travel to the home country for reasons of personal security; or
- c. Another country of which the staff member is a citizen, if the costs borne by the Bank Group do not exceed the costs of traveling to the staff member's home country.

The travel costs, allowances, and travel time will be the lesser of those applicable to the authorized destination or to the staff member's home country.

Length of Stay

3.09 Each traveler is required to spend a minimum of 5 calendar days in the home country or another approved destination, including the days of arrival and departure.

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04. Usage Provisions

Notification

4.01 A staff member will be notified of travel options approximately 90 days in advance of the staff member's eligibility date.

Time Limit for Travel

4.02 A staff member and the eligible family may exercise the option to travel at any time following notification, provided that travel is completed and certified while the traveler is still an eligible staff member or dependent, and no later than two years after the staff member's eligibility date.

Certification of Travel

4.03 A staff member must certify that travel was completed by each traveler for whom funds were advanced or for whom a ticket was provided by submitting the supporting documents required by the

Bank Group within the two years following the staff member's eligibility date. All travelers must certify their trips before any further home country travel is authorized.

Refund of Advanced Amounts

4.04 A staff member must return to the Bank Group all funds advanced for persons who did not travel or for whom the staff member cannot provide proper certification. If travel is not certified within the applicable time limit described in paragraph 4.03 above, recovery of funds will be initiated in accordance with [Staff Rule 11.01](#).

Adjustment of Eligibility Date

4.05 If travel is not certified for any traveler within the time limits defined for any eligibility period, the staff member's eligibility date will be adjusted to the same date in the following year.

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05. Grants, Allowances and Travel Time

Home Country Grant

5.01 The Bank Group will provide a home country grant as follows:

Staff Member	Spouse or Domestic Partner and Each Eligible Dependent Child
\$1,070	\$ 535

Travel Allowance

5.02 The Bank Group will provide a travel allowance in the amount specified in [Annex A](#). The allowance covers all incidental travel expenses including, but not limited to, surface transportation, airport/departure and exit taxes, passport and visa expenses, excess baggage, and expenses associated with overnight stops. No other amounts will be reimbursed by the Bank Group in connection with home country travel.

5.03 The grant and allowance will be the amount in effect:

- a. On the date the staff member's application is received by the Human Resources Service Center, in the case of the cash option; and
- b. On the date the person commences travel in the case of the ticket option.

Travel Time

5.04 Annual leave is not charged for the number of days of travel time specified in [Annex A](#). The travel time allowed does not vary with the mode of transportation chosen or the days on which travel takes place.

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06. Bank Group and Bank Group/IMF Couples

Bank/Bank Couples

6.01 If Bank Group staff members married to each other or registered as domestic partners of each other are both eligible for home country travel, the terms and conditions set out in this section will apply. If such staff members divorce or terminate their domestic partnership, each will continue to receive home country travel benefits based on

their common eligibility date.

6.02 If Bank Group staff members are married to each other or registered as domestic partners of each other and one is eligible for home country travel and the other is eligible for a mobility premium, they must elect, as of the later of the date of marriage/approval of an affidavit of domestic partnership or appointment, one of the following:

- a. **A mobility premium**, in accordance with Staff Rule 6.21 in which case the Bank Group will pay the premium to the staff member who is eligible for that benefit, with the payments based on that staff member's zone and eligibility period. At the end of the eligibility period, neither staff member will become eligible for home country travel benefits. If such staff members divorce or terminate their domestic partnership before receiving mobility premium payments for the entire eligibility period, each staff member will receive mobility premium payments based on the staff member's own zone and their common eligibility period; or
- b. **Home country travel**, in which case both staff members will be eligible for the benefit in accordance with this section. If such staff members divorce or terminate their domestic partnership, each will continue to receive home country travel based on their common eligibility date.

Elections made by Bank/Bank couples with respect to the mobility premium and home country travel are irrevocable.

6.03 If either staff member terminates employment or ceases to be eligible for a mobility premium or home country travel, the provisions applicable in the case of divorce or termination of domestic partnership above will apply to the remaining staff member.

Bank/IMF Couples

6.04 A Bank/IMF couple consists of a Bank Group staff member who

- i. is married to an IMF staff member, or
- ii. has registered an IMF staff member as a domestic partner, or
- iii. is registered as a domestic partner of an IMF staff member.

6.05 If both members of a Bank/IMF couple are eligible for home country travel, they must elect, as of the later of the date of marriage/approval of an affidavit of domestic partnership or appointment, either home country travel as provided by the Bank Group in accordance with this section, or as provided by the IMF, but not both. If such staff members divorce or terminate their domestic partnership, the Bank Group staff member will receive home country travel benefits as provided by the Bank Group based on their common eligibility period.

Eligibility Date

6.06 Bank Group couples who are both eligible for home country travel must choose one of their eligibility dates as a common eligibility date. The eligibility date of a Bank/IMF couple electing home country travel from the Bank Group will be the eligibility date of the Bank Group staff member. The common eligibility date will become effective on or after the date of marriage or approval of domestic partnership.

Home Country Travel

6.07 The home country travel specified in [Section 3](#) will be provided under one of the following options:

- a. Both staff members and their eligible dependent children may travel to either of their home countries;
- b. Each staff member may travel separately to his or her respective home country, in which case each dependent child may travel with either staff member but not both; or
- c. Both staff members and any eligible dependent children may travel to both home countries in one journey (a "triangular trip"). In this case each traveler must spend a minimum of 5 calendar days in each country.

Home Country Grant

6.08 The following provisions apply to the grant specified in [paragraph 5.01](#):

- a. A home country grant is payable to each staff member at the rate applicable to staff members; and
- b. Only one home country grant is payable for each eligible dependent child.

Travel Allowance

6.09 The following provisions apply to the allowances specified in [paragraph 5.02](#):

- a. Only one staff member is eligible for a travel allowance at the rate applicable to staff members. The other staff member is eligible for a travel allowance at the rate applicable to spouses/domestic partners; and
- b. In the case of a "triangular trip," travel allowances will be based on travel to the home country with the higher entitlement.

Travel Time

6.10 Travel time is that applicable to the country to which travel is taken. In the case of a "triangular trip," it is the travel time to whichever home country is farther from the duty station.

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**Annex A: Home Country Travel Standard Allowance for Round-Trip Travel to and from Washington, D.C.
For Staff Traveling in Accordance with [Paragraph 3.01](#)**

Zone A Destinations [1]

Antigua & Barbuda	France	Nicaragua
Austria	Germany, Fed. Rep.	Norway
Bahamas	Grenada	Panama
Barbados	Guadeloupe	Peru
Belgium	Guatemala	Portugal
Belize	Guyana	Saint Kitts
Bermuda	Guyana, French	Saint Lucia
Canada	Haiti	Saint Vincent
Colombia	Honduras	Spain
Costa Rica	Iceland	Suriname
Cuba	Ireland	Sweden
Czech Republic	Italy	Switzerland
Denmark	Jamaica	Trinidad & Tobago
Dominica	Luxembourg	United Kingdom
Dominican Republic	Martinique	Venezuela
Ecuador	Mexico	
El Salvador	Netherlands	

Standard Travel Allowances - Round trip				
Travel Time (Days)	Max. No. of Overnight Stops	Staff Member	Spouse & Children 4 years or More	Children Under 4 Years
2	0	\$300.00	\$150.00	\$75.00

Zone B Destinations [2]

Afghanistan	Egypt, Arab Republic	Macedonia	Singapore
Albania	Equatorial Guinea	Madagascar	Slovak Republic

Algeria	Eritrea	Malawi	Slovenia
Angola	Estonia	Malaysia	Solomon Islands
Argentina	Ethiopia	Maldives	Somalia
Armenia	Fiji	Mali	South Africa
Australia	Finland	Malta	Sri Lanka
Azerbaijan	Gabon	Mauritania	Sudan
Bahrain	Gambia, The	Mauritius	Swaziland
Bangladesh	Georgia	Moldova	Syrian Arab Republic
Belarus	Ghana	Mongolia	Tajikistan
Benin	Greece	Morocco	Tanzania
Bhutan	Guinea	Mozambique	Thailand
Bolivia	Guinea-Bissau	Myanmar	Togo
Bosnia-Herzegovina	Hong Kong	Namibia	Tonga
Botswana	Hungary	Nepal	Tunisia
Brazil	India	New Caledonia	Turkey
Brunei	Indonesia	New Zealand	Turkmenistan
Bulgaria	Iran, Islamic Rep.	Niger	Tuvalu
Burkina Faso	Iraq	Nigeria	Uganda
Burundi	Israel	Oman	Ukraine
Cambodia	Japan	Pakistan	United Arab Emirates
Cameroon	Jordan	Papua New Guinea	Uruguay
Cape Verde	Kazakhstan	Paraguay	Uzbekistan
Central African Rep.	Kenya	Philippines	Vanuatu
Chad	Kiribati	Poland	Vietnam
Chile	Korea	Qatar	West Bank & Gaza
China (Beijing)	Kuwait	Romania	Western Samoa
China (Taipei)	Kyrgyz Republic	Russian Federation	Yemen, Republic of
Comoros	Lao, People's Dem. Rep	Rwanda	Yugoslavia
Congo, Dem. Rep of	Latvia	Sao Tome & Principe	Zaire
Congo, Republic of	Lebanon	Saudi Arabia	Zambia
Cote d'Ivoire	Lesotho	Senegal	Zimbabwe
Croatia	Liberia	Serbia & Montenegro	
Cyprus	Libya	Seychelles	
Djibouti	Lithuania	Sierra Leone	

Standard Travel Allowances - Round trip				
Travel Time (Days)	Max. No. of Overnight Stops	Staff Member	Spouse & Children 4 years or More	Children Under 4 Years
4	2	\$810.00	\$405.00	\$202.50

[1] The Zone designations in this Annex apply only to travel to and from Headquarters. Each field office has its own computation for Zones A and B, based on the "under 9 hours" (Zone A) or "9 hours and over" (Zone B) criteria.

[2] The Zone designations in this Annex apply only to travel to and from Headquarters. Each field office has its own computation for Zones A and B, based on the "under 9 hours" (Zone A) or "9 hours and over" (Zone B) criteria.

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06 Compensation

06.14 Education Benefits

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01. Subject, Applicability and Definitions

Subject and Policy Rationale

1.01 This Rule sets forth the provisions governing the benefits provided by the Bank Group to extend reasonable assistance to expatriate staff members for the education of their dependent children. This Rule was most recently amended on July 1, 2011.

Applicability

1.02 This Rule applies to staff members holding Regular, Open-Ended, Term, or Executive Director's Advisor appointments.

Definitions

1.03 In addition to the definitions in [Rule 1.01, "General Provisions,"](#) for purposes of this Rule, the following definitions apply:

- a. **Academic Year** means the period starting from the official commencement of classes at the education institution until the official ending of classes or the completion of any required examinations, whichever is later.
- b. **Apprenticeship** means:
 - i. studying under a program in order to qualify for a vocation which requires licensing by a governmental agency,
 - ii. serving under articles recognized by a professional body, or
 - iii. working under a program which is an integral part of a course of study leading to a degree or diploma.
- c. **Dependent Child** is defined in [Rule 1.01](#).
- d. **Home Country** means the country of which the staff member is a citizen at the time of appointment, or if a staff member is a citizen of more than one country, the country of citizenship in which the staff member has resided most recently prior to appointment to the Bank Group,

unless otherwise determined by the Manager, Human Resources Service Center, or his/her designee. In the case of a staff member's spouse or domestic partner, it means the country of which the spouse or domestic partner is a citizen. In the case of a staff member appointed on or after January 29, 1985, who is permanent resident of a country other than the country of citizenship, the home country means the country of which the staff member is a permanent resident.

- e. **Official Language** means the official language of the home country of the staff member or the staff member's spouse or domestic partner. Where there is more than one official language, it means the one used primarily by the staff member or the staff member's spouse or domestic partner.
- f. **Permanent Resident** means, in the case of staff members whose duty station is in the United States (U.S.), a person who holds U.S. permanent resident or refugee status, a person whose adjustment to U.S. permanent resident or refugee status has been approved by the U.S. authorities, or a person who has been admitted to the U.S. for the purpose of permanent residence. In the case of other duty stations, the determination as to whether the staff member will be treated as a permanent resident will be made by the Manager, Human Resources Service Center, or his/her designee, applying as closely as possible the standards used at headquarters.
- g. **Recognized Institution of Higher Education** means an accredited college or university which offers programs leading to a degree or diploma over the course of an academic year or years.
- h. **Resident.** The terms "residence," "resident," and "residing" refer to the location of the staff member's actual place of abode during the time in question. Residence while a full-time student not living with a parent will not be considered the staff member's actual place of abode.
- i. **Service** means active service with the Bank Group outside the home country under one of the types of appointments specified in [paragraph 1.02](#). For this purpose, periods of leave without pay and external service without pay are not considered as service, but such periods do not constitute a break in service.

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02. Eligibility

Appointment on or before January 28, 1985

2.01 A staff member appointed to a Regular, Fixed-Term, or Executive Director's Assistant appointment on or before January 28, 1985, whose service has been continuous since that date, is eligible for education benefits in respect of that period of service during which the staff member is not a citizen of the duty station country. However, eligibility will cease when the staff member becomes a citizen of the duty station country, or becomes a permanent resident of the duty station country on the basis of a petition or an application filed after January 29, 1986.

Appointment Between January 29, 1985 and April 14, 1998

2.02 A staff member appointed to a Regular, Fixed-Term, or Executive Director's Assistant appointment on or after January 29, 1985 and on or before April 14, 1998, is eligible for education benefits in respect of that period of service during which the staff member is neither a citizen nor a permanent resident of the duty station country, provided that the staff member was not at any time after appointment or in the 12 months preceding appointment a citizen or permanent resident of the duty station country.

Appointment Between April 15, 1998 and June 30, 1999

2.03 A staff member appointed to a position subject to international recruitment on an Open-Ended, Term, or Executive Director's Assistant appointment on or after April 15, 1998 and on or before June 30, 1999 is eligible for education benefits in respect of that period of service during which the staff

member is neither a citizen nor a permanent resident of the duty station country, provided that the staff member is not at any time after appointment or in the 12 months preceding appointment a citizen or a permanent resident of the duty station country.

Appointment on or after July 1, 1999

2.04 A staff member appointed to a position subject to international recruitment on an Open-Ended, Term, or Executive Director's Advisor appointment on or after July 1, 1999 is eligible for education benefits in respect of that period of service during which the staff member is neither a citizen nor a permanent resident of the duty station country, provided that the staff member is not at any time after appointment or in the 12 months preceding appointment a citizen or permanent resident of the duty station country, and is posted to a duty station outside the U.S. However, for periods when such a staff member is posted to a duty station in the U.S., this Rule will not apply and [Rule 6.21, "Mobility Premium"](#) will apply instead.

Assignment to Home Country

2.05 Notwithstanding the provisions of [paragraphs 2.01 to 2.04](#), a staff member who is assigned to his or her home country on an extended assignment (as defined in [Rule 6.17, Section 1.03\(b\)](#)) and who has not resided in the home country for 5 years immediately prior to the assignment will be eligible for education benefits for the first 6 years of the assignment.

Change in Citizenship or Residency

2.06 In the event that a staff member eligible for education benefits relinquishes the citizenship held on appointment but does not become a citizen of the duty station country, a new determination of the staff member's home country will be made by the Manager, Human Resources Service Center, or his/her designee.

2.07 A staff member who is not eligible for education benefits, but who relinquishes citizenship or permanent resident status in the duty station country subsequent to appointment, or in the 12 months preceding appointment, does not become eligible for education benefits.

Change in Position

2.08 A staff member appointed to a position subject to local recruitment becomes eligible for education benefits upon reassignment to a position subject to international recruitment outside the U.S., if the reassignment involves a change in duty station country. If there is no change in duty station country, the staff member does not become eligible for education benefits. Upon reassignment back to the prior duty station country or to a position subject to local recruitment in another duty station country, the staff member ceases to be eligible for education benefits.

Commencement of Education Benefits

2.09 Eligibility for education benefits may not commence earlier than the start of the academic year during which the dependent child's fifth birthday falls. If such child's birthday falls after the academic year, eligibility may not commence earlier than the start of the academic year following the child's fifth birthday.

Cessation of Education Benefits

2.10 Education benefits are not payable in respect of any period after the end of the academic year during which the dependent child reaches age 24, except that if such child's education has been interrupted by compulsory military service of 6 months or more in duration, eligibility for education benefits may continue until the end of the academic year during which the child reaches age 25. If such child's birthday falls after the academic year, eligibility ceases with the end of the academic year preceding the child's 24th or 25th birthday, as appropriate.

Continuation of Benefits After Death

2.11 If a staff member dies while in active service, education benefits for the staff member's dependent children will continue to be provided for 12 months beyond the date of death if the children continue to qualify for them. The Bank Group will not pay an allowance for any income, state, inheritance or other taxes that may be levied on such benefits by any taxing authority.

Coordination with Other Organizations

2.12 When the spouse or domestic partner of a Bank Group staff member is a staff member of another organization which provides education benefits for the children of staff members and both are eligible for education benefits from their respective organizations, only one of them may claim education benefits for a specific child.

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03. Qualifying Types of Education and Instruction

Qualifying Education

3.01 The types of education and instruction qualifying for education benefits provided under this rule are the following:

- a. Full-time attendance at a recognized pre-primary, primary or secondary level education institution anywhere in the world. For this purpose, full-time attendance means not less than three hours of academic instruction per day for a minimum of five days a week;
- b. For children attending pre-primary, primary, or secondary school in the duty station country, bona fide instruction in the official language of the staff member or the staff member's spouse or domestic partner if neither is the language of the duty station. For this purpose, bona fide instruction means instruction by:
 - i. an education institution qualified to provide language instruction; or
 - ii. a tutor who is not a close relative of the child, the staff member, or the staff member's spouse or domestic partner, and who is qualified to teach the language. For this purpose, close relative has the same meaning as in [Rule 4.01](#);
- c. For children attending pre-primary, primary, or secondary school in the duty station country, instruction in the language of the duty station if this is other than the official language of the staff member or the staff member's spouse or domestic partner. This benefit is only available for a period of 12 months from the start of language instruction;
- d. For children attending a public (state) pre-primary, primary, or secondary school in the duty station country, instruction in academic subjects not provided at the public (state) school where such subjects are required to enable the child to resume education in the home country;
- e. Full-time attendance at a university or other recognized institution of higher education in a country other than the staff member's duty station country, where the child takes courses or a course of study which lead to a degree or diploma; and
- f. Serving an apprenticeship in a country other than the duty station country.

Non-Qualifying Education

3.02 Types of education not qualifying for education benefits include the following:

- a. University or other higher education in the staff member's duty station country;

- b. Correspondence courses and distance learning; and
- c. Individual tutoring, except for language instruction allowed under [paragraph 3.01](#).
- d. Summer academic programs other than those at the same academic institution and campus attended during the preceding, regular academic year.

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04. Education Grants

Amount of Grants

4.01 Subject to the provisions of [Section 3](#) above, a staff member is eligible for an education grant in respect of each dependent child as follows:

- a. For full-time attendance at an educational institution in the country of the duty station: Staff may receive 75% of the eligible expenses up to the maximum defined for each full academic year. If both the duty station country and the country of education are the U.S., the maximum set out in [paragraph 1 of Annex A to this Rule](#) applies. For all other education, the applicable maximum is specified in [column \(vi\) of Annex B](#) or [Annex C to this Rule](#) for the country where the educational institution is located;
- b. For instruction in languages: Staff may receive reimbursement of 75% of the reasonable cost of such instruction as determined by the Manager, Human Resources Service Center, or a designated official, subject to a maximum for the academic year set out in [paragraph 2 of Annex A to this Rule](#), provided that the total grant for a child under both [paragraph 4.01 \(a\)](#) and [paragraph \(b\)](#) for a full academic year does not exceed the applicable maximum set out in [subparagraph \(a\) above](#);
- c. For full-time attendance at an educational institution in a country other than that of the duty station: Staff may receive 75% of the total of eligible expenses plus, if the child is not living with a parent while attending school, a subsistence grant. The subsistence grant per academic year at the primary and secondary levels and at the university or equivalent level are specified in [columns \(iv\) and \(v\) respectively of Annex B](#) or [Annex C](#) for the country where the educational institution is located. The maximum grant at all levels for both full-time attendance and subsistence must not exceed the maximum applicable under [column \(vi\) of Annex B](#) or [Annex C](#);
- d. For apprenticeships: Staff may receive a subsistence grant in the amount specified in [column \(v\) of Annex B](#) or [Annex C](#) for the country where the apprenticeship is being served;
- e. For special instruction for dependent children with learning disabilities: Staff may receive a reimbursement of 75% of the reasonable cost of such instruction as determined by the Manager, Human Resources Service Center, or a designated official. The maximum grant for a full academic year must not exceed the applicable maximum set out in [subparagraph \(a\) above](#);
- f. For the cost of required books: Staff may receive a lump sum grant per child to cover the cost of required books for a full academic year as defined in [paragraph 4 of Annex A to this Rule](#), provided that the total education grant paid for the child, under [paragraph 4.01 of this Rule](#), does not exceed the applicable maximum defined in [subparagraph \(a\) above](#).
- g. For the purpose of determining education grant, "eligible expenses" means the total, after deducting all financial assistance received in scholarships and grants from sources other than the Bank Group, of standard mandatory fees charged by the educational institution for required courses, including the cost of registration, tuition, laboratory fees, examination fees, diploma fees, testing fees required for admission, and the cost of required books. Eligible expenses do

not include, regardless of whether they are mandatory, the cost of meals, local transportation, computers or computer connections, incidental or extracurricular courses or activities, or individual testing fees other than those required for admission.

Partial Year Grants

4.02 When a child does not attend the educational institution for the full academic year, or the staff member's period of service is less than the full academic year, or the staff member loses eligibility for education benefits during the academic year, the maximum grant, i.e., the defined benefits ceilings, the cost of attendance and board, and the subsistence grant, as applicable under [paragraph 4.01 above](#), will be prorated as follows:

- a. When the period of attendance of the child is less than the period of service of the staff member, the maximum education grant and the subsistence grant will be prorated in the same proportion as the period of attendance bears to the full academic year.
- b. When the period of attendance of the child is greater than the period of service of the staff member, the maximum education grant, the cost of attendance and board for the full academic year, and the subsistence grant will be prorated in the same proportion as the period of service bears to the full academic year.
- c. The "period of service" of the staff member refers to the period of service or eligibility for education benefits falling within the academic year.

4.03 If a child does not attend the educational institution for which education grants were provided, or if a child does not complete the academic year at the educational institution for which education grants were provided, the staff member must notify the Human Resources Service Center within 31 calendar days.

Certificate of Attendance

4.04 At the end of the academic year, the staff member must certify, and if requested, provide evidence, that each dependent child for whom the Bank Group provides an education grant under this Rule attended the educational institution during the preceding academic year and that the advance was used in accordance with this Rule. If the advance exceeds actual costs, the excess must be returned to the Bank Group. No further education grant or travel pursuant to this Rule will be authorized until the required certification form has been submitted and approved. Failure by the staff member to certify eligibility for education benefits provided under this Rule may result in recovery of past payments, in accordance with Staff Rule 11.01.

Currency of Payment

4.05 Education grants are payable in US dollars. The local currency amount of the eligible school costs will be converted to US dollars at the exchange rate defined in [Annex B](#) or [Annex C to this Rule](#) for the academic year concerned.

Adjustment of Education Grants

4.06 The amounts of education grants will be reviewed annually taking into account the prevailing costs of education and subsistence in the countries where children of Bank Group staff members are being educated.

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05. Education Travel

Applicability

5.01 Education travel is provided by the Bank Group when a dependent child is attending a qualifying educational institution, or serving an approved apprenticeship, outside the staff member's duty station country.

Travel Benefit

5.02 In the course of one full academic year, the staff member is eligible for travel benefit for each dependent child in cash value equivalent, in US dollars, to one-half the sum of the following:

- a. One year-round economy class airfare and
- b. Three lower cost economy fares, such as APEX or excursion, between the duty station country and the country of education within the cost limit specified in [paragraph 5.07](#), based on the schedule of airfares determined by the Travel Office and in effect on the date the staff member's request for education travel is received by the Human Resources Service Center.

In addition, the staff member will receive a travel and excess baggage grant in the amount specified in [paragraph 3 of Annex A to this Rule](#). The travel and excess baggage grant is deemed to cover all incidental expenses related to education travel, such as, but not limited to, surface travel, airport/departure and exit taxes, passports and visas, excess baggage, and expenses in connection with overnight stops. No other amounts will be reimbursed by the Bank Group in connection with education travel.

5.03 When the period of the child's attendance is less than six calendar months of the academic year or the period of service of the staff member which falls within the academic year is less than six months, the staff member is eligible for one-half the travel benefit.

5.04 The cash received must be used to purchase any mode of round-trip transportation between the duty station country and the country of education before the commencement of the academic year. For each dependent child for whom education travel is claimed, education travel must be undertaken by the child, the staff member, spouse or domestic partner to visit the child at the educational institution, or by another adult where an airline requires a young child to be accompanied and the staff member, spouse or domestic partner is not accompanying the child. The travel of a staff member, spouse or domestic partner must originate and terminate in the staff member's duty station country.

5.05 If a child does not attend the educational institution for which travel benefits were provided, the staff member must notify the Human Resources Service Center within 31 calendar days after the commencement of the academic year.

Certification of Travel

5.06 At the end of each academic year, the staff member must certify that the travel funds provided by the Bank Group were used in accordance with this Rule and attach two round-trip ticket stubs by any class of travel or other evidence of travel. For each ticket stub not submitted, one-half of the travel benefit must be returned to the Bank Group. No further education grant or travel pursuant to this Rule will be authorized until all required certification and documentation have been submitted and approved. Failure by the staff member to certify eligibility for education benefits provided under this Rule may result in recovery of past payments, in accordance with [Staff Rule 11.01](#).

Cost Limit for Travel

5.07 Where a child is being educated in a country other than the staff member's home country, the cost borne by the Bank Group may not exceed the cost of travel to the staff member's home country. However, if a staff member is assigned to a new duty station, the cost limit applicable during the new assignment will be the cost of travel between the former duty station country and the new duty station country or the former duty station country and the home country, whichever is greater. In the case of a subsequent transfer to another field office, the new cost limit will be determined by the Manager, Human Resources Service Center or his/her designee

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06. Bank Group and Bank Group/IMF Couples

Bank/Bank Couples

6.01 If Bank Group staff members married to each other or registered as domestic partners of each other are both eligible for education benefits, only one of them may claim education benefits for a particular child.

6.02 If Bank Group staff members are married to each other or registered as domestic partners of each other and one is eligible for education benefits and the other is eligible for a mobility premium, they must elect, as of the later of the date of marriage/approval of an affidavit of domestic partnership or appointment, one of the following:

- a. A **mobility premium**, in which case the Bank Group will pay the premium to the staff member who is eligible for that benefit, with the payments based on that staff member's zone and eligibility period. At the end of the eligibility period, neither staff member will be eligible for education benefits. If such staff members divorce or terminate their domestic partnership before completing the eligibility period, each staff member will receive mobility premium payments based on the staff member's own zone and their common eligibility period. If either staff member terminates employment or ceases to be eligible for a mobility premium prior to completing the eligibility period, the remaining staff member will receive mobility premium payments based on his/her own zone and the common eligibility period; or
- b. **Education benefits**, in which case only one staff member may claim education benefits for a particular dependent child.

Elections made by Bank/Bank couples with respect to the mobility premium and the education benefits are irrevocable.

Bank/IMF Couples

6.03 A Bank/IMF couple consists of a Bank Group staff member who

- i. is married to an IMF staff member, or
- ii. has registered an IMF staff member as a domestic partner, or
- iii. is registered as a domestic partner of an IMF staff member.

If a Bank/IMF couple are both eligible for education benefits, only one of them may claim education benefits for a particular dependent child. If they subsequently divorce or terminate their domestic partnership or if the IMF staff member terminates employment or ceases to be eligible for expatriate benefits, the Bank Group staff member will receive education benefits as provided by the Bank Group.

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Annex A: Education Benefits

1. With effect from Academic Year 2011 - 2012, for education in the United States when this is the staff member's duty station country, the maximum grant payable is \$23,380.00, equivalent to 75% of a total cost of \$31,173.33.

2. Within the applicable maximum stated in paragraph 1 above or Column (vi) of Annex B and Annex C to this Rule, the maximum grant each academic year for instruction in languages is \$1,000 per child.

3. The total travel and excess baggage grant is \$600 per child, per academic year.
4. Within the applicable maximum stated in paragraph 1, above or Column (vi) of Annex B and Annex C to this Rule, staff will be eligible to receive an allowance for required books, per child, for the full academic year, as follows:
 - a. Kindergarten and Primary Levels - \$239.32, equivalent to 75% of a total cost of \$319.10
 - b. Secondary Level - \$335.05, equivalent to 75% of a total cost of \$446.74
 - c. University Level - \$527.40, equivalent to 75% of a total cost of \$703.20

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Annex B: Education Benefits

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[Amount of Grants for Education Abroad \(Northern Hemisphere - Academic Year 2011-2012\)](#)

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Annex C: Education Benefits

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06 Compensation

06.15 Emergency Travel

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01. Subject, Applicability and Definitions

Subject and Policy Rationale

1.01 The purpose of the benefits in this Rule is to provide for the travel of staff members, their spouse, or their domestic partner upon the death or memorial service away from the staff member's duty station area of a member of the immediate family. [Rule 6.06, "Leave,"](#) sets forth the provisions governing leave applicable in such circumstances. This Rule was most recently amended on July 1, 2011.

Applicability

1.02 This Rule applies to staff members holding Regular, Open-Ended, Term, Local Staff Regular, or Executive Director's Advisor appointments.

Definitions

1.03 In addition to the definitions in [Rule 1.01, "General Provisions,"](#) for purposes of this Rule, the following definitions apply:

- a. **Child** means a natural son or daughter or a legally adopted son or daughter for whom the Bank Group has determined that a "bona fide" parental relationship exists.
- b. **Designated Official**, at Headquarters, means the Manager, Human Resources Service Center or his/her designee. In country offices, it means the head of the office where the staff member works.
- c. **Duty Station Area** means the Washington-Baltimore Consolidated Metropolitan Statistical Area as defined from time to time by the United States Office of Management and Budget. At other duty stations, the duty station area will be determined by the head of that office.
- d. **Memorial Service** means the ceremony commemorating the death of a member of the immediate family.
- e. **Member of the Immediate Family** means a person in respect of whom a staff member, a staff member's spouse, or a staff member's domestic partner is eligible for emergency travel under [paragraph 2.01](#).
- f. **Parent** means a natural or adoptive mother or father.

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02. General Provisions

Eligibility

2.01 When the death or memorial service occurs away from the duty station area, emergency travel is provided for:

- a. the staff member, if the deceased is the staff member's spouse or domestic partner; or
- b. the staff member or the staff member's spouse or domestic partner, if the deceased is a child or parent of the staff member or of the spouse or domestic partner; or

- c. the staff member's spouse or domestic partner, if the deceased is the staff member. In the event of the death of a staff member who has no spouse or domestic partner, emergency travel may be provided for a close relative or other person who arranges for the memorial service as determined by the Manager, Human Resources Service Center or his/her designee.

Travel Benefit

2.02 For each death, only one round-trip economy-class air ticket is provided by the most direct and cost-effective route, as determined by the Travel Office, between the duty station area and the nearest airport to the place of death or memorial service. Less than full-fare tickets are issued when available. Higher class tickets will be reimbursed only up to the economy class fare. If emergency travel is undertaken entirely by surface transportation, travel will be reimbursed either on a mileage basis, for travel by private or rental automobile, in the amount specified in [Administrative Manual Statement 3.10](#), "Operational Travel Expense Reimbursement," or first-class rail travel, but not exceeding the cost of travel by economy class air. No excess baggage, in/out, stopover, or other transport expenses or incidental expenses will be reimbursed by the Bank Group.

Time Limit for Usage

2.03 Travel must commence within 30 days after the death, except that, for good reason, the Manager, Human Resources Service Center, or his/her designee, may extend this period further.

Documentation

2.04 The trip must be certified within 90 calendar days of the travel being authorized. The boarding pass, and a copy of the death certificate of the deceased, or other evidence of death or memorial service satisfactory to the Manager, Human Resources Service Center, or his/her designee, must be submitted. If such evidence is not submitted within 90 calendar days, the Manager, Human Resources Service Center, or his/her designee, may direct that the cost of the ticket be deducted from salary and other amounts due the staff member from the Bank Group which are subject to assignment to the Bank Group.

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03. Coordination with Other Travel

Operational Travel

3.01 When a staff member who may use emergency travel is located, as a result of operational travel, at a place other than the duty station area or the place of death or memorial service, emergency travel will be authorized from the place where the staff member is located to the place of death or memorial service, with a return to either the mission location or the duty station area.

Benefit or Personal Travel

3.02 When a person who may use emergency travel is located, as a result of benefit or personal travel, at a place other than the duty station area, emergency travel will be authorized from the place where that person is located to the place of death or memorial service with a return to either that place or the duty station area. In such cases, the cost borne by the Bank Group will not exceed the cost of an economy class ticket from the duty station to the place of death or memorial service.

Conversion of Other Benefit Travel to Emergency Travel

3.03 If the death occurs while the staff member or the staff member's spouse or domestic partner is en route to or already at the place of death or memorial service, as a result of home country or education travel, a staff member may elect to convert the home country or education travel entitlement for the person who would ordinarily be eligible for emergency travel into emergency travel. Any such request must be submitted within 90 calendar days following the date of death of the member of the immediate

family or the traveler's return to the duty station, whichever is later. If reimbursement for emergency travel is made under this paragraph, the home country travel or education travel remains authorized subject to the conditions and provisions originally applicable under [Rule 6.13, "Home Country Travel,"](#) or [Rule 6.14, "Education Benefits"](#) and the staff member must provide certification that such travel was undertaken. If such certification cannot be provided, the staff member must repay the Bank Group all allowances, grants, and travel costs advanced for that purpose.

Conversion of Personal Travel to Emergency Travel

3.04 If a staff member, spouse, or domestic partner travels at his/her own expense

- a. upon either the death of a member of the immediate family or
- b. to visit a critically ill member of the immediate family and that person dies within 90 calendar days of the traveler's departure from the staff member's duty station area,

the staff member may, subject to the cost limit of an economy class ticket from the duty station to the place of death or memorial service, request retroactive reimbursement for such travel in lieu of claiming the travel benefit established in this Rule. Any such request must be submitted, together with a, boarding pass, and proof of purchase, within 12 months following the completion of emergency travel. A staff member who obtains airfare for emergency travel at no cost via a commercial frequent flyer program may, within 12 months following emergency travel, request reimbursement for taxes and fees which were applied to such airfare in lieu of claiming the emergency travel benefit described in this Rule. Any such request will be cost limited to an economy class ticket from the duty station to the place of death or memorial service.

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04. Bank Group Couples

4.01 When both husband and wife or domestic partners are Bank Group staff members, and both are eligible for the emergency travel benefit, only one staff member may claim this benefit.

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06 Compensation

06.16 Spouse Travel

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01. Subject and Applicability

Subject

1.01 This Rule sets forth provisions under which spouses may accompany staff members on mission at Bank Group expense. This Rule, as revised, is effective May 1, 1999.

Applicability

1.02 This Rule applies to all married staff members holding Open-Ended, Term, Regular; Fixed-Term; Local Staff, Regular; Local Staff, Fixed-Term; and Executive Director's Assistant appointments.

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02. Accumulation of Points

2.01 A married staff member will be credited with one point for each night that the staff member spends away from the duty station on a Bank Group paid mission outside the duty station country, except as stated in [paragraph 2.02 below](#). Absence within the duty station country will be counted only if such absence is part of a mission's itinerary outside that country. Points may be accumulated without limit during a staff member's marriage. Points will not be advanced. Points exceeding the number required for spouse travel may be carried forward for a subsequent spouse trip.

Limitations

2.02 No points will be credited for:

- a. a mission during all or part of which the spouse accompanies the staff member at Bank Group expense except in the case of a mission which exceeds 60 days. In the latter case, when the spouse accompanies the staff member for less than half of the mission, points will be granted for the number of days in excess of 60;
- b. the duration of any period of benefit travel;
- c. the duration of any period of leave without pay;
- d. the duration of travel on any Bank Group sponsored study or training program, including attendance at conferences/seminars;
- e. any period of annual leave taken during the course of operational travel; or

- f. the duration of any short-term field assignment (STA) for which a staff member receives a headquarters travel grant.

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03. Options for Use of Points

General

3.01 Subject to the limitations set out in [Section 4](#) below, accumulated points may be used under one of the following options. For the purpose of this Section, the term "**initial appointment**" means appointment to one of the types of appointments to which this Rule applies. In the case of a series of appointments uninterrupted by a break in service, it means the first in the series of such appointments.

Within First Three Years of Initial Appointment

3.02 When the travel of the spouse and the staff member commences within the first three years of the staff member's initial appointment, the Bank Group will pay:

- a. full cost of the spouse's round-trip transportation and related incidental expenses (such as airport taxes, visa fees, and ground transportation to and from the airport) if the staff member has accumulated 150 points; or
- b. pro rata cost of the spouse's transportation and related incidental expenses if the staff member has accumulated between 80 and 150 points.

After First Three Years from Initial Appointment

3.03 When the travel of the spouse and the staff member commences after the first three years of the staff member's initial appointment, the Bank Group will pay:

- a. full cost of the spouse's transportation and related incidental expenses after the staff member has accumulated 200 points; or
- b. pro rata cost of the spouse's transportation and related incidental expenses if the staff member has accumulated between 80 and 200 points.

300-Point Option

3.04 After a staff member has earned not less than 300 points he may choose, in lieu of one of the options described above, for the Bank Group to pay the spouse's subsistence cost incurred at the place of mission and authorized stopovers en route, as well as the round-trip transportation and related incidental expenses.

Pro Rata Payments

3.05 The pro rata entitlement to the spouse's transportation costs and related incidental expenses will be computed on the basis of the ratio of the accumulated points as of the date of the staff member's departure to the points required for the trip. This provision does not apply to the 300-Point option.

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04. Limitations on Spouse Travel

Operational Limitations

4.01 The staff member's spouse will be authorized to travel in accordance with the provisions of this Rule unless the person authorizing the staff member's travel determines that operational and security considerations do not allow it.

Length of Stay

4.02 In order for any part of the costs and related incidental expenses of the spouse's travel to be borne by the Bank Group, the spouse must stay with the mission for not less than a total of seven days at one or more mission destinations, inclusive of the dates of arrival and departure. In the case of missions of seven days or less in total duration, the spouse must stay with the mission for its entire duration.

Class of Air Travel

4.03 When travelling in the same airplane as the staff member, the spouse may travel in the same class of travel authorized for the staff member. When travelling alone, the spouse may travel in business class, where available, or in economy class.

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05. Insurance

5.01 Travel accident and accompanying baggage insurance for the spouse will be provided under the terms and conditions established in Personnel Manual Statement 3.25, "Travel Insurance." The spouse may complete a designation of beneficiary form prior to departure.

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06. Cancellation of Points

6.01 Unused points are cancelled without compensation upon termination of employment, change of type of appointment to one to which this Rule does not apply, death of the staff member's spouse, or divorce. Cancelled points are not reinstated upon subsequent reemployment or remarriage.

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06 Compensation

06.17 Extended Assignment Benefits

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the provisions governing the benefits provided by the Bank Group to extend reasonable assistance to staff members who are posted to a new duty station on an Extended Assignment. This Rule was most recently amended on July 18, 2011.

Applicability

1.02 This Rule applies to staff members in positions subject to international recruitment, holding Regular, Open-Ended or Term appointments.

Definitions

1.03 In addition to the definitions in [Rule 1.01, "General Provisions,"](#) for purposes of this Rule, the following definitions apply.

- a. **Designated Official or Designee refers to** the staff member designated to take action on behalf of the responsible manager.
- b. **Extended Assignment** means an assignment to a position subject to international recruitment in a duty station outside of headquarters for a period of more than 12 months.
- c. **Headquarters Assignment** means an assignment to a position subject to international recruitment in headquarters for a period of more than 12 months.
- d. **Host Duty Station** refers to the Extended Assignment location.
- e. **Less-than-economy Airfare** refers to the most cost effective travel, as established by Bank Group Travel Services, for home country travel. It generally refers to economy class with restrictions.
- f. **Market Reference Point** or **MRP refers to** the point within the range of each grade in the Bank Group's salary scale that is aligned with the US labor market. The Bank Group's salary scale is published annually by the Vice President, Human Resources Services, at the time of the annual salary review.
- g. **Inter-continental Move** refers to a move from one continent to another, as determined by the Bank Group's Human Resources Service Center.
- h. **Intra-continental Move** refers to a move within the same continent, as determined by the Bank Group's Human Resources Service Center.
- i. **North America refers to** the U.S. and Canada.

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02. Eligibility

Headquarters Assignments

2.01 A staff member relocating to headquarters following an Extended Assignment will be eligible only for the benefits specified in [Section 3 of this Rule](#).

Extended Assignments

2.02 A staff member posted on Extended Assignment will be eligible for benefits under this policy as follows.

- a. Staff who are not citizens of the Host Duty Station country are eligible for all benefits specified in this Rule.
- b. Staff who are citizens of the Host Duty Station country and have resided outside of said duty station country for a period of at least 5 years immediately preceding the start of the Extended Assignment are eligible for all benefits as defined in this Rule.
- c. Staff who are citizens of the Host Duty Station country and have resided within said duty station country at any time during the 5 years immediately preceding the start of the Extended Assignment are eligible only for the benefits specified in [Section 3](#) of this Rule.

Eligibility on Appointment, Change of Appointment or Reappointment Outside Headquarters

2.03 **Appointment.** A staff member appointed to a position subject to international recruitment in a duty station outside headquarters will be eligible for the benefits specified in this Rule on the same terms as a staff member posted on an Extended Assignment provided that the staff member has not resided in the duty station area at any time during the 12 months preceding the appointment. A staff member who has resided in the duty station area at any time within the 12 months preceding the appointment will not be eligible for benefits under [Section 3](#) of this Rule.

2.04 **Change of Appointment.** A staff member who changes from a Short Term Consultant or Short Term Temporary or Extended Term Consultant or Extended Term Temporary appointment to an Open-Ended or Term appointment in a position subject to international recruitment in a duty station outside headquarters will be eligible for all the benefits specified in this Rule, as defined, on the same terms as a staff member posted on Extended Assignment provided that the staff member has not resided in the duty station area for more than 12 months prior to the change in appointment. A staff member who has resided in the duty station area for more than 12 months prior to the appointment will not be eligible for benefits under [Section 3](#) of this Rule.

2.05 **Reappointment.** A staff member previously employed by the Bank Group under a Regular, Local Regular, Fixed Term, Open-Ended, Term, or Executive Director's Advisor appointment who is reappointed to a position subject to international recruitment in a duty station outside headquarters within 2 years of the effective date of termination of a previous appointment will be eligible for all the benefits specified in this Rule, as defined, provided that the staff member has not resided in the duty station area at any time during the 12 months preceding the appointment. A staff member who has resided in the duty station area at any time within the 12 months preceding the appointment will not be eligible for benefits under [Section 3](#) of this Rule.

2.06 **Commencement of Extended Assignment.** In cases of appointment, change in appointment or reappointment described in [paragraphs 2.03, 2.04, and 2.05](#), above, an Extended Assignment will be deemed to commence on the date of appointment, change of appointment or reappointment, as applicable.

General Limitations

2.07 If staff members married to each other, or who are domestic partners are both assigned to the same duty station, only one staff member will be eligible for benefits under this Rule. The Bank Group will provide these benefits to whomever of the two the staff members elect. Such election will be irrevocable.

2.08 The Bank Group will not pay benefits under this Rule to the extent that they duplicate benefits provided by the staff member's previous employer, or the employer of the staff member's spouse or domestic partner or by any other Bank Group benefits program.

2.09 A staff member posted to a new duty station as part of external service-with-pay arrangement will be eligible for Extended Assignment benefits as defined in Staff Rule [5.02](#). A staff member posted to a new duty station as part of any of the other Bank Group special partnership staffing programs will be eligible for benefits under this

Rule only as defined in his/her assignment agreement.

2.10 While on Extended Assignment, staff will adhere to the hours of work, and to the work, holiday, and leave schedules defined for the assignment duty station in accordance with Staff Rule [5.07](#). No compensation will be provided for holidays missed at headquarters during said Extended Assignment.

2.11 All benefits and allowances provided under this Rule will be paid in USD.

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03. Relocation and Transportation Benefits

3.01 Staff members will be eligible for relocation & transportation benefits defined under Section 3 of this Rule when it is necessary for them to relocate to the assignment location.

Pre-Assignment Visit

3.02 The Bank Group will provide a staff member with the option of using pre-assignment benefits to facilitate a visit to a new assignment location, from his/her current duty station, prior to the commencement of the new assignment. The staff member and/or an eligible dependent must engage in pre-assignment travel in order to receive the corresponding pre-assignment benefits. The pre-assignment benefits are defined as follows:

- a. A lump-sum Pre-Assignment Travel Grant computed as follows:
 - i. For a staff member with no dependents, travelling alone on the pre-assignment trip, or relocating without his/her dependents: the cash value of an economy-class adult fare for the most direct and cost effective travel (as determined by the Travel Office) from Washington D.C. to the new assignment location, without regard to whether the actual trip will originate from Washington D.C.;
or
 - ii. For a staff member relocating with dependents, one of whom will be participating in the pre-assignment visit: twice the cash value amount described in subsection (a)(i) of this paragraph.
- b. In lieu of the lump-sum Pre-Assignment Travel Grant, the staff member may opt to receive economy-class travel tickets as follows:
 - i. One ticket for a single staff member with no dependents, or for a staff member who is relocating without his/her dependents
 - ii. Two tickets for staff relocating with dependents
 - iii. Business-class or first-class tickets will not be provided under any circumstances for pre-assignment travel.
- c. A lump sum Pre-Assignment Subsistence Grant of \$2,350, per staff, to cover lodging, subsistence, and miscellaneous expenses related to the pre-assignment visit for all travelers.
- d. A staff member may not combine Pre-Assignment Benefits with any other benefits travel program.
- e. A staff member may combine his/her pre-assignment benefits with operational travel subject to the following:
 - i. The staff member must forfeit his/her Pre-Assignment Travel Grant or Ticket.
 - ii. The staff is eligible to receive a Pre-Assignment Travel Grant or Ticket for a dependent. However, business class tickets will not be provided for dependent travel.
 - iii. The staff is eligible to receive the Pre-Assignment Subsistence Grant. However, he/she may not claim payments under the operational travel policy for any periods during which he/she is engaged in pre-assignment visit activities.

Relocation Travel

3.03 The Bank Group will provide relocation travel to a staff member and immediate family members who are relocating to the new duty station, by the most direct and cost-effective route as follows.

- a. Less-than-first-class air; or
- b. First class rail or bus where no air travel facilities are available for all or a portion of the relocation travel; or
- c. Payment for mileage for travel by private or rental automobile in accordance with [AMS 3.10](#).

3.04 When traveling by air, children aged 6 months or older will be eligible for a child's fare with a confirmed seat. Children less than 6 months old will be eligible for an infant fare with no seat. The fares will be determined in accordance with airline regulations. Children traveling by rail or bus will be provided with the most cost-effective fares available under the regulations of the carrier.

Relocation Grant

3.05 The Bank Group will provide a lump-sum Relocation Grant to staff to assist with all the incidental expenses associated with relocation for staff and immediate family, at origin, in transit, and at destination. Said expenses will include, but are not limited to, miscellaneous travel and visa expenses, subsistence, lease and utility deposits, finders' fees for real estate agents, and 30 days of hotel lodgings or rental expenses at destination. The amount of the Relocation Grant will be \$12,000 for a staff member relocating without dependent children, and \$15,000 for a staff member relocating with at least one dependent child.

Shipment of Household Goods

3.06 The Bank Group will provide for the surface shipment of a staff member's household goods to a new duty station as follows:

- a. **Excess Baggage Grant.** The staff member will receive a lump-sum **Excess Baggage Grant** of \$1,800.
- b. **Shipment of Household Goods.** Staff may elect one of the two following options for the surface shipment of household goods from a current duty station to a new duty station via the most direct and cost effective route and mode of transportation:
 - i. A 40 foot container, provided that the staff member:
 - a. has no personal property in storage at Bank Group expense
 - b. rents unfurnished housing at the Extended Assignment location
 - c. does not receive the Removal Grant described in paragraph [3.07](#), of this Rule
 - d. does not receive the Furniture & Equipment Grant described in paragraphs [5.05 and 5.06](#) of this Rule
 - ii. A 20 foot container, provided that the staff member does not receive a Removal Grant under paragraph [3.07](#) of this Rule.
- c. **Split Shipments.** Under exceptional circumstances, staff may ship two 20' containers in place of one 40' container, subject to all the limitations defined for the shipment of a 40 foot container in this Rule, and subject to the following:
 - i. The two 20' containers must have either the same destination or the same point of origin.
 - ii. The cost of the split shipment will be limited to the cost of shipping one 40' container via the most direct and cost effective route and mode of transportation from a current duty station to a new duty station. Excess costs must be born by the staff member.
- d. **Shipment of Automobile**
 - i. The Bank Group will provide surface shipment for a staff member's personal automobile from a current duty station to a new duty station via the most direct and cost effective route and mode of transportation. Within that cost limit, a staff member may ship an automobile from a third country to a new duty station.

- ii. The Bank Group will not ship an automobile to the U.S. unless it meets all U.S. specifications, including safety and emission standards.
- e. **Optional Transportation Grant.** The Bank Group will provide an optional transportation grant in the amount of \$4,500, in lieu of an automobile shipment. This grant will not be payable with respect to moves between Washington D.C. and other points in North America.
- f. **Storage in Transit.** For shipments of household goods, the Bank Group will provide up to a maximum 90 days of storage in transit. Staff will be responsible for covering the cost of any storage in transit in excess of 90 days.
- g. **Extended Storage.** The Bank Group will provide for the commercial storage of up to 7,000 lbs., net weight, of household goods, other than motor vehicles, for the duration of an Extended Assignment, and for 90 days thereafter, subject to the following:
 - i. The staff member does not ship a 40' container of household goods.
 - ii. The staff member does not receive the optional Removal Grant described in paragraph 3.07 of this Rule.
- h. **Insurance.** The Bank Group will provide for the insurance of household goods while in transit or in storage as follows:
 - i. full premium for \$200,000 of insurance coverage;
 - ii. half the premium for any additional insurance coverage.
- i. **Customs Charges.** The Bank Group will not pay any customs, import, export or related charges, which may be levied on the shipment of a staff member's household goods or automobile.
- j. The Bank Group will not arrange or pay for the transportation, shipment, storage, or insurance of pets, livestock or other animals, plants, firearms, ammunition, heavy machinery, watercraft, aircraft, or motor vehicles other than automobiles.

3.07 In lieu of all the benefits described in paragraph [3.06](#), above, the Bank Group will provide a cash lump-sum **Removal Grant** as follows:

- a. For Inter-Continental Moves, staff relocating with a family size of two or more may be eligible to receive \$17,000; staff relocating with a family size of one may be eligible to receive \$13,000.
- b. For Intra-Continental Moves, staff relocating with a family size of two or more may be eligible to receive \$15,000; staff relocating with a family size of one may receive \$11,000.

Limitations to Section 3, Relocation & Transportation Benefits

3.08 In lieu of the provisions of section 3 of this Rule, [Staff Rule 7.02](#) will apply if a staff member terminates Bank Group employment directly from an Extended Assignment.

3.09 Unless otherwise indicated in section 3, of this Rule, all relocation and transportation benefits must be used within 12 months of the change of duty station or they will be forfeited.

3.10 Staff members may ship files, documents or office accessories that are the property of the Bank Group via the Bank Group's mail, messenger, and shipping services at Bank Group expense, subject to the approval of the staff member's manager. The shipment of files, documents or office accessories that are the personal property of the staff member may be shipped with his/her household goods, subject to the applicable shipping entitlements and limitations. If the staff member elects to receive a Removal Grant in lieu of shipping benefits, said staff member must ship files, documents or office accessories that are his/her personal property at his/her own expense.

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04. General Extended Assignment Benefits

Assignment Allowance

4.01 The Bank Group will pay an **Assignment Allowance** to a staff member posted on an Extended Assignment

as an unstructured benefit intended to cover any unanticipated expenses that are not already covered by other benefits. Such unanticipated expenses may include, but are not limited to, currency exchange rate fluctuations. The **Assignment Allowance** will equal 10% of net salary, paid in semimonthly installments via payroll over the period of eligibility.

Family Assistance Allowance

4.02 To assist with the impact that a change of duty station may have on a staff member's immediate family, the Bank Group will provide a **Family Assistance Allowance** to a staff member who has a spouse or a domestic partner or a dependent child, and is posted on an Extended Assignment.

- a. The Family Assistance Allowance equals 10% of the MRP of grade G prevailing at the time of payment for staff assigned to duty stations in Zone A countries and 12% of the MRP prevailing at the time of payment for staff assigned to duty stations in Zone B countries. Country Zones are defined in accordance with [Staff Rule 6.21](#).
- b. The Family Assistance Allowance will be paid in semimonthly installments via payroll over the period of eligibility. However, staff members will have the option to receive a lump-sum payment equal to 12 months of Family Assistance Allowance, in advance, at the start of the Extended Assignment, computed on the basis of the MRP of grade G prevailing at that time. Semimonthly installments starting with the 13th month of Extended Assignment will be paid thereafter.

Medical Travel for Childbirth

4.03 Staff members or their spouses / domestic partners may be eligible for medical travel for childbirth in accordance with [Staff Rule 6.07](#).

Home Country Travel Benefits

4.04 Staff members on Extended Assignment may be eligible to receive home country travel benefits for themselves and their eligible dependents in accordance with [Staff Rule 6.13](#).

Education Benefits for Dependent Children

4.05 Staff members on Extended Assignment may be eligible to receive education benefits for dependent children in accordance with [Staff Rule 6.14](#).

Financial Assistance

4.06 Staff members on Extended Assignment may be eligible for Settling-In Loans in accordance with [Staff Rule 6.18](#).

Administrative Leave

4.07 Staff members engaging in Extended Assignments may be eligible for administrative leave in accordance with [Staff Rule 6.06](#).

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05. Housing Benefits

5.01 Housing Benefits will be paid to staff to assist in renting appropriate housing at the duty station while posted on Extended Assignment. Staff members will be responsible for locating and leasing their own housing subject to the security guidelines defined by the Bank Group's Corporate Security office for the duty station.

5.02 Staff will be expected to rent furnished accommodations wherever possible, provided they do not ship a 40' container of household goods or a split shipment of two 20' containers of household goods. In those locations where suitable and affordable furnished accommodations are not available, staff members may lease unfurnished accommodations subject to the approval of the head of the resource management team responsible for managing the staff member's housing benefits, or his/her designee.

5.03 Staff will be responsible for purchasing personal property insurance, at their own expense, to protect personal property at the assignment duty station while on Extended Assignment. The Bank Group will not be responsible for

loss or damage to personal property of staff or their families

Rental Allowance

5.04 A rental expense sharing arrangement between the Bank Group and the staff member, as described below, will be effected 30 days after the staff member initiates his/her Extended Assignment at the duty station.

- a. The staff member will be required to make a rental contribution equal to the lower of the monthly rental obligation, or 15% of annual net salary, or 15% of the MRP of grade G.
- b. The Bank Group will pay the staff member a monthly rental allowance to cover rental expense exceeding 15% of salary or 15% of the MRP of grade G up to a defined rental ceiling established by the head of the resource management team responsible for managing the staff member's housing benefits, or his/her designee. The staff member will be responsible for any rent due in excess of the established rental ceiling.
- c. The staff member will not be eligible to receive rental allowance provided under this paragraph for any residence that he/she owns, or that he/she has contracted to own, or that is owned by any member of his/her family.
- d. At the discretion of the head of the resource management team responsible for managing the staff member's housing benefits, or his/her designee, rental allowance may be suspended after the staff member and all immediate family members have been absent from the duty station for a period of 60 days until the staff member or one or more members of his/her immediate family returns to the duty station. If while absent from the duty station it is determined that a staff member will not return, said benefits may be terminated when the staff member is notified of said determination.

Furniture & Equipment (F&E) Grant

5.05 Staff members who rent unfurnished accommodations at the duty station may be eligible for F&E Grant that will be defined by the resource management team responsible for the staff member's housing benefits. Furniture & equipment purchased with the F&E Grant will become part of the staff member's personal property.

5.06 The F&E Grant will be paid in one lump-sum to staff upon arrival at the new duty station provided they rent unfurnished accommodations and provided they shipped a 20' container of household goods. Staff are not eligible for F&E Grant if they rent furnished accommodations at the duty station, or if they receive a Removal Grant, or if they ship a 40' container of household goods or a split shipment of two 20' containers of household goods.

Utility Expense Subsidy

5.07 Staff members will be responsible for covering their utility expenses, including electricity, gas, water, telephone, internet connection, generator fuel, installation costs and applicable taxes. The Bank Group will pay a Utility Expense Subsidy to reimburse staff for reasonable utility expenses that exceed the lower of 4% of net salary, or 4% of the MRP of grade G over a period of 12 months of Extended Assignment, upon presentation of proof of payment.

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06. Post Allowances

6.01 Post allowances will be payable to eligible staff members only when circumstances and conditions at duty stations, as defined below, warrant their payment.

6.02 In cases of extended absence from the duty station, all benefits and allowances defined under section 6 of this Rule will be suspended from the 61st day of absence until the staff member or one or more members of his/her immediate family returns to the duty station. If while absent from the duty station it is determined that a staff member will not return, said benefits may be terminated when the staff member is notified of said determination.

Hardship Differential

6.03 To compensate for related inconveniences and expenses, the Bank Group will pay a Hardship Differential to staff assigned to locations where a significant amount of difficulty may be experienced due to general living conditions. The applicability of hardship differential at each duty station will be defined at the start of each calendar year, and may be subject to change, based on periodic hardship assessments conducted by the UN. Hardship Differential may be equal to 0, 8%, 15%, 20%, or 25% of the MRP of grade G, and will be paid in semimonthly installments via payroll over the period of eligibility.

Fragile States Premium

6.04 The Bank Group will pay a Fragile States Premium as an incentive to staff who accept Extended Assignments to duty stations in countries designated by the Bank Group as Fragile States. This designation is based primarily on periodic country policy and institutional assessments conducted by the Bank Group, although other relevant circumstances and factors may be considered, as determined by the Vice President of Human Resources, or his/her designee, in consultation with the Vice President of Operations Policy and Country Services and the relevant regional Vice President, or their designees. The eligibility for Fragile States Premium at each duty station will be defined at the start of each fiscal year, and may be subject to change based on periodic assessments conducted by the Bank Group. The Fragile & Conflict Affected States Premium may be equal to 0, 10%, or 20% of the MRP of grade G, paid in semimonthly installments via payroll over the period of eligibility.

Assignment Premium Bonus

6.05 A staff member who completes an Extended Assignment after October 1, 2008 at a duty station designated by the Bank Group as a Fragile State at the time the staff member commences the Extended Assignment may be eligible to receive an Assignment Premium Bonus payable at the end of such Extended Assignment as follows:

- a. The Assignment Premium Bonus will be calculated at the rate of 15% of the MRP of grade G for each year of Extended Assignment completed in a Fragile State after October 1, 2008, prorated for partial years of assignment completed after that date.
- b. The Assignment Premium Bonus will be calculated based on the MRP of grade G prevailing at the time of payment.
- c. Disbursement of the Assignment Premium Bonus will be effected in lump-sum via payroll within 30 days following the end of the staff member's assignment at the Fragile State assignment location.
- d. The Assignment Premium Bonus will be payable at the end of the assignment irrespective of whether the location continues to be designated a Fragile State for the duration of the staff member's eligible period of assignment.
- e. The Vice President of Human Resources or his/her designee, may, with 60 days notice, eliminate or modify the Assignment Premium Bonus program prospectively for new Extended Assignments and/or extensions thereto commencing on or after the effective date of the elimination or modification.

Hazard Pay

6.06 The Bank Group will provide Hazard Pay to a staff member assigned to a duty station where the UN has determined that very hazardous conditions such as war or active hostilities prevail, to compensate for resulting inconveniences and assist with any related expenses incurred in taking extra precautions. The amount of Hazard Pay is defined periodically by the UN and is subject to change. This is paid by the World Bank Group in semimonthly installments via payroll over the period of eligibility.

Rest & Recuperation (R&R) Benefits

6.07 The Bank Group will provide R&R Benefits to staff assigned to duty stations with exceptionally difficult working environments as defined by the Vice President of Human Resources, or his/her designee, in consultation with the Vice President of Operations Policy and Country Services and the relevant regional Vice President, or their designees. R&R benefits will allow staff to leave the duty station periodically for rest and recuperation, and will accrue after a period of presence at the duty station lasting 42 to 90 calendar days. The frequency of R&R benefits will be defined by the Vice President of Human Resources, or his/her designee, in consultation with the Vice President of Operations Policy and Country Services and the relevant regional Vice President, or their designees.

6.08 Staff may accrue only one R&R benefit at a time. All accrued R&R benefits must be used before staff are eligible to accrue additional R&R benefits. At the discretion of the country manager / director, staff may be required to present proof of travel in order to qualify for subsequent R&R benefits. Accrued R&R benefits must be used before the end of the staff member's assignment at the duty station or they will be forfeited. R&R benefits may not be combined with operational travel or any other benefits travel program.

6.09 The R&R Benefit will consist of the following.

- a. 10 R&R leave days with pay to accommodate difficult travel that may involve extensive delays or indirect routing
- b. A lump-sum R&R Grant equal to the cash value of one adult roundtrip, full economy class fare from the duty station to Washington D.C as defined by the resource management team responsible for the duty station, in consultation with Bank Group's Travel Services Office.

Cost of Living Allowance (COLA)

6.10 The Bank Group will pay a **Cost of Living Allowance** to a staff member posted to a duty station where the cost of living is determined to be at least 5% higher than in Washington D.C. The purpose of COLA is to provide purchasing power parity with Washington DC at assignment locations. The cost of living index for each duty station will be defined and updated quarterly based on the results of a review and comparison of the cost of goods and services at the duty station and in Washington DC conducted by a third party consultant.

6.11 The amount of the cost of living allowance is determined taking into account the cost of living index applicable to the duty station, as well as a spendable income factor which is defined as 40% of the staff member's net salary. Said spendable income factor represents that portion of net salary typically used to purchase goods and services at the duty station. The Cost of Living Allowance is payable in semimonthly installments via payroll over the period of eligibility.

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06 Compensation

06.18 Financial Assistance to Staff Members

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the provisions governing financial assistance to staff members. This Rule, as revised, is effective January 3, 2006.

Applicability

1.02 Except where otherwise specified, this Rule applies to all staff members holding Regular; Open-Ended, Term, Local Staff, Regular; or Executive Director's Assistant appointments.

Definitions

1.03 In addition to the definitions in [Rule 1.01, "General Provisions,"](#) for purposes of this Rule, the following definitions apply:

- a. *Debt Servicing Commitments.* The term "debt servicing commitments" means any and all recurring payments the staff member and spouse or domestic partner are obligated to make, including, but not limited to, mortgage payments (including principal, interest, taxes and insurance); rent; payments under outstanding loans from creditors, and payments for all financial assistance provided or under consideration by the Bank Group.
- b. *Dependent Child.* The term "dependent child" is as defined in Rule 1.01.
- c. *Designated Official.* For Headquarters staff, the term "designated official" means the Manager, Benefits Administration or a Human Resources Analyst. For country office staff, it means the head of the country office where the staff member works.
- d. *Headquarters.* The term "headquarters" means Bank Group offices in the U.S., Western Europe, and Japan.
- e. *Net Income.* The term "net income" means net salary plus any dependency (tax equivalency) allowance. For the purpose of this Rule, it may also include the net equivalent of any reasonably assured earnings of the staff member's spouse or domestic partner from regular employment or

self employment. Any such spouse or domestic partner income must be substantiated by the staff member to the satisfaction of the Manager, Human Resources Service Center, or a designated official.

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02. General Provisions

2.01 The amount of financial assistance provided by the Bank Group for an expenditure may not exceed the amount the staff member must pay on that account less any grants, loans or other financial assistance which the staff member has received or has applied for from any other source.

Refinancing

2.02 Financial assistance will not be provided for refinancing or consolidating existing debts.

Full Disclosure

2.03 The omission or misrepresentation of any material facts from an application for financial assistance will disqualify the staff member from receiving further staff advances or loans and will make any advance or loan already received repayable in full unless the Manager, Human Resources Service Center, or a designated official, decides otherwise. The omission or misrepresentation of any material facts may also subject the staff member to disciplinary measures pursuant to [Rule 8.01, "Disciplinary Measures."](#) The Manager, Human Resources Service Center, or a designated official, may require the staff member to furnish any information not contained in an application that may be relevant.

Repayment Period

2.04 Within the maximum repayment period provided in any Section below, the Manager, Human Resources Service Center, or a designated official, will decide the specific repayment period for any loan, taking into account the financial capacity of the staff member. In no event will the repayment period extend beyond the expiration date of the staff member's current appointment or the period remaining before the staff member's mandatory retirement date.

Prepayment

2.05 Partial prepayments to reduce the repayment period of any loan may be made without penalty or rescheduling of the repayment agreement. At Headquarters, partial prepayments will not be accepted for amounts less than \$500. At other offices, a minimum may be established by the head of the office. Full repayment of the outstanding balance may be made at any time without penalty.

Lending Limit

2.06 The total amount of financial assistance from the Bank Group outstanding to any staff member at any time may not exceed 18 months' net salary. In considering emergency loans, the Manager, Human Resources Service Center, or a designated official, may disregard this limit.

Debt Servicing Commitments Limit

2.07 In order to qualify for financial assistance, a staff member's debt servicing commitments may not exceed 45% of net income. In determining debt service commitments, short term debts having six or fewer monthly payments remaining may, in the judgment of the Manager, Human Resources Service Center, or a designated official, be excluded from this calculation. The Manager, Human Resources Service Center, or a designated official, may waive the 45% limit in the case of applications for financial assistance for emergencies.

Security

2.08 A staff member will be required to execute a [promissory note](#) guaranteeing the obligation to repay any loans granted under this Rule. When applicable, the [promissory note](#) must bear the co-signature of the staff member's spouse or domestic partner, or another person acceptable to the Manager, Human Resources Service Center, or a designated official.

Leaving Bank Group Service

2.09 When a staff member leaves the service of the Bank Group, all outstanding loans become due and payable in full on the last day of service. The Bank Group will apply accrued salary, annual leave and other amounts due from the Bank Group which are subject to assignment to the Bank Group towards liquidation of any outstanding loan amount. Collection of any outstanding balance will be made by the Accounting Department (or head of the country office for country office staff) in accordance with the established procedures.

Bank Group/IMF Couples

2.10 Where a staff member and his or her spouse or domestic partner are Bank Group staff members, either, but not both, may apply for financial assistance for a single purpose. If one spouse or domestic partner is an International Monetary Fund staff member, either, but not both, may apply to his or her own employer for financial assistance for a single purpose.

Other

2.11 Notwithstanding any other provision of this Rule, a staff member for whom leave without pay or external service without pay has been approved may not apply for financial assistance except under [section 4](#). A staff member for whom a period of special leave has been approved under the provisions of [Rule 7.01, "Ending Employment"](#) may not apply for financial assistance except under [section 5](#).

Currency

2.12 Financial assistance loans will be disbursed and repaid in the currency in which the staff member's salary is received from the Bank Group.

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03. Loans for Settling-In Expenses

Eligibility

3.01 Staff members holding Regular; Open-Ended, Term, Local Staff, Regular; or Executive Director's Assistant appointments are eligible to apply for the financial assistance specified in this section.

On Appointment

3.02 An eligible staff member who was relocated at Bank Group expense to the duty station area on appointment, or who has lived there for less than 60 calendar days prior to appointment, may apply within six months of appointment for a loan not exceeding four months' net salary.

Change of Duty Station

3.03 An eligible staff member may, within three months before or after taking up an assignment at a new duty station, apply for a loan not exceeding four months' net salary to meet expenses attributable to settling in at the new duty station. The staff member must have received all necessary clearances

for the new assignment prior to disbursement of the loan. Settling in loans will not be granted to a staff member returning to headquarters or to his/her prior duty station country unless he or she has been in work status elsewhere for more than seven years.

Terms

3.04 Settling-in loans are interest-free and repayable over a period not exceeding 24 months, commencing with the first day of the month following the date of disbursement.

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04. Loans in Connection With Leave or External Service Without Pay

Eligibility

4.01 Staff members holding Regular, Open-Ended, or Local Staff, Regular appointments are eligible to apply for the financial assistance specified in this Section.

Purpose

4.02 An eligible staff member for whom leave without pay under [Rule 6.06, "Leave,"](#) or external service without pay under [Rule 5.02, "External Service"](#) has been approved may apply for financial assistance to meet living expenses. Loans for anticipated contributions to the Staff Retirement Plan (where participation is permitted and continued) and to Medical, Optional and Optional Dependent Group Life Insurance plans may be made pursuant to the terms of the memorandum of assignment on leave without pay or external service without pay. The maximum loan amount shall be \$5,000, three months of net salary, or one-fourth of a month of net salary for each month of Leave Without Pay or External Service Without Pay, whichever is less.

Terms

4.03 Loans under this section are interest free and repayable over a period not exceeding six years commencing with the first day of the month following the staff member's return to pay status.

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05. Emergency Loans

Purpose

5.01 A staff member may apply at any time during employment for an emergency loan for urgent personal reasons, such as illness, death, disaster or other circumstances out of the control of the staff member involving either the staff member or a close relative. The emergency loan is not granted as a substitute for personal savings or other funds available under reasonable terms and conditions, such as credit card advances, signature loans, collateral loans, and lines of credit. The amount of the loan may not exceed six months' net salary.

Terms

5.02 Emergency loans are interest free and repayable over a maximum period of six years commencing with the first day of the month following the date of disbursement.

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06. Education Loans (Headquarters Staff)

Eligibility

6.01 Headquarters staff members holding Regular, Open-Ended or Term appointments are eligible to apply for the financial assistance specified in this section.

6.02 An eligible staff member may apply for a loan to assist with the cost of attendance at an accredited educational establishment in respect of a current or an immediately following academic year for each of the following purposes:

- a. **The staff member:** for his or her own continuing education, to the extent that such expenses are not met by grants from the Bank Group;
- b. **The staff member's spouse or domestic partner:** for his or her own university education or vocational training; or
- c. **The staff member's children who, at the start of the institution's academic year, meet the definition of a dependent child:** for the university or other higher education, or in the case of a handicapped child, education at an accredited school for handicap instruction

For this purpose, "cost of attendance" means the cost of registration, prescribed text books, tuition fees, laboratory fees, examination and diploma fees, and room and board after deducting all other financial assistance such as scholarships, grants and loans from sources other than the Bank Group. It excludes all other fees and charges such as transportation, equipment or supplies and materials, extracurricular courses, and activities.

Limitations

6.03 Education loans are subject to the following limitations:

- a. The total amount of education loans outstanding at any time for each of the purposes specified in [paragraph 6.02](#) must not exceed six months' net salary;
- b. Loans for the education of spouses or domestic partners and dependent children must not exceed 75% of the cost of attendance;
- c. The application must be received no later than two months after the start of the term to which the application relates; and
- d. A staff member who receives an education grant from the Bank Group or the spouse's or domestic partner's employer for a child will not be eligible for an education loan to cover any remaining costs for that child.

Terms

6.04 Loans for education are repayable with 4% interest per annum over a maximum period of six years commencing with the first day of the month following the date of disbursement.

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07. Housing Loans (Headquarters Staff)

Eligibility

7.01 Headquarters staff members holding confirmed Regular or Open-Ended appointments may

apply for the financial assistance specified in this section.

7.02 An eligible staff member who is likely to remain in Bank Group service at the duty station indefinitely may apply for a loan of up to \$50,000 or 10% of the purchase price of a home, whichever is smaller, to assist with the purchase of a first home in the duty station area. A staff member may make only one application in respect of one property and must certify that the property will be used as his or her principal residence.

7.03 The staff member and any co-purchaser must use personal funds that are not borrowed, equal to a minimum of 10% of the purchase price of the house towards the down payment. If the staff member purchases a home with one or more individuals other than a spouse or domestic partner, the staff member's income and personal funds must be sufficient to meet this criterion as applied to the staff member's percentage of ownership in the home. For calculating the debt service ratio, the income of the co-purchaser will be considered if the co-purchaser signs the [promissory note](#).

Limitations

7.04 Housing loans will not be approved:

- a. If the staff member, the staff member's spouse or domestic partner, or other co-purchaser already owns or has owned a home in the duty station area, either individually, jointly or in common with another person, whether purchased before or after Bank Group employment commenced; or
- b. If the staff member has held a Regular or Open-Ended appointment for five years or more; or
- c. To repair, remodel or renovate a home.

Terms

7.05 The maximum repayment period for housing loans is 20 years. Payments commence on the first pay period of the month following the date of disbursement. Interest is charged at the rate applicable on the date the application is received in the Human Resources Service Center, based on the Bank-Fund Staff Federal Credit Union 30 year fixed rate.

Sale or Refinancing of Property

7.06 A staff member who has received a housing loan must notify in writing the Manager, Human Resources Service Center, or a designated official, upon the sale or refinancing of the property for which the loan was made. Repayment of a housing loan will be required upon the sale or refinancing of the property for which the loan was made.

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08. Housing Loans (Country Office Staff)

Eligibility

8.01 Country Office staff members holding confirmed Local Staff, Regular or Open-Ended appointments may apply for the financial assistance specified in this section.

8.02 An eligible staff member who is likely to remain in Bank Group service at the duty station indefinitely may apply for a loan of up to 18 months' net salary or one third the purchase price of a home, whichever is smaller, to assist with the purchase or construction of a first home in the duty station area. For housing loans in excess of 12 months' net salary, a lien, such as a mortgage or deed of trust, in favor of the Bank Group may be required. If a lien is required, the staff member will be

required to submit, at his or her own expense, proper documents subject to approval of the Bank's Legal Department. A staff member may make only one application in respect of one property. The staff member must certify that the home is used as his or her principal residence.

Limitations

8.03 Housing loans will not be approved:

- a. To meet settlement costs; or
- b. If the staff member, or the staff member's spouse or domestic partner, or other co-purchaser already owns or has owned a home in the duty station area, either individually, jointly or in common with another person, whether purchased before or after Bank Group employment commenced; or
- c. To repair, remodel, or renovate a home.

Terms

8.04 The maximum repayment period for housing loans is 20 years. Payments commence with the first day of the month following the date of disbursement. Interest is charged at the local commercial rate determined and approved by the head of the country office for this purpose.

Sale of Property

8.05 A staff member who has received a housing loan must notify in writing the head of the country office upon the sale of the property for which the loan was made. The head of the country office may require repayment of a housing loan upon such sale, or upon any subsequent sale of another property if earlier repayment has not been required.

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09. General Loans (Country Office Staff)

Eligibility

9.01 Country Office staff members holding Local Staff, Regular, Open-Ended, or Term appointments are eligible to apply for a general loan.

Purpose

9.02 An eligible staff member may apply for one or more loans to assist with expenses of education, home improvement, home purchase (in addition to housing loans under [section 8](#), where applicable), rental, vehicle purchase, medical or other expenses as determined by the head of the country office considering the practice of employers in the duty station area. General loans may be made only for expenses of the staff member.

Limitations

9.03 The cumulative outstanding balance of general loans may not exceed 12 months' net salary. A loan will not be made for the same purpose as a loan which is still outstanding or made more frequently than the head of the country office determines is customary, except where the head of the country office determines special circumstances exist. A staff member who receives a loan for the purchase of a motor vehicle may be required to verify the purchase by producing a certificate of ownership.

Terms

9.04 General loans are repayable at the local commercial rate as determined and approved by the head of the country office for this purpose. The loans are repayable over a maximum period of 12 years or the period remaining before the staff member's retirement or the duration of the staff member's appointment, if less. Payments commence with the first day of the month following the date of disbursement.

Disbursement

9.05 The loan will be disbursed at a time agreed between the head of the country office and the staff member, but normally at the time that the staff member makes the transaction for which the funds are being loaned.

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06 Compensation

06.20 Retirement Benefits

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01. Subject and Applicability

Subject

1.01 This Rule sets forth and refers to provisions under which retirement benefits are made available to staff members. This Rule is effective December 13, 2007.

Applicability

1.02 Except where otherwise specified, this Rule applies to all staff members.

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02. Participation in The Staff Retirement Plan

2.01 The Staff Retirement Plan (hereafter the "Plan") provides for retirement benefits for staff members who participate in the Plan. The Plan also provides for death-in-service benefits and other benefits. Participation in the Plan and the payment of benefits thereafter are governed by its provisions. Certain Termination Grants accrued before April 15, 1998 by staff who held Local, Regular or Local, Fixed Term appointments are also paid by the Plan, in accordance with Plan terms. The text of the Plan is published separately from this Staff Manual.

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03. Transfers to and from Other Pension Plans

3.01 The Bank Group may enter into pension transfer agreements with other organizations. Under terms and conditions set out in each agreement and in the Plan, a participant in the Plan may:

- a. upon becoming a participant, transfer pension credits under the pension plan of one of the specified organizations to the Plan;
- b. upon ceasing to be a participant, transfer pension credits under the Plan to the pension plan of one of the specified organizations.

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04. Participation in Another Employer's Pension Plan

4.01 A staff member who becomes a participant in the Plan may not accrue benefits in another employer's pension plan in respect of any period during which he is a participant in contributory service in the Plan. The Vice President of Human Resources or a designated official may waive this requirement if participation in another employer's pension plan is mandatory and such a waiver is in the interests of the Bank Group.

4.02 An Executive Director, an Alternate Executive Director, a Senior Advisor to an Executive Director or an Advisor to an Executive Director who elects not to participate in the Plan, may continue during his or her service for the Bank Group to accrue benefits in a retirement plan sponsored by a previous employer if the terms of that plan allow continued participation. If continued participation is dependent on the payment of employer contributions, the staff member may apply to the Pension Benefits Administrator to have the Bank Group pay such contributions. The application must be made within a period of six months following the effective date of the staff member's appointment, must include documentation sufficient to substantiate that the plan is a retirement plan sponsored by the employer, and must specify the amount of employer contributions required to effect continued participation.

4.03 The Bank Group will pay to the employer only the amount of employer contributions required to effect continued participation but in no event will such payment exceed a percentage, determined by the Pension Benefits Administrator from time to time taking account of the level of the Bank Group's contributions to the Plan, and the staff member's salary. The current limit is 20% of the employee's annual net salary.

4.04 The Bank Group will not pay a tax allowance in respect of any tax which may be levied on any contribution it has made to another employer's pension plan nor on any benefit payable from such plan.

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05. Restoration of Termination Grant Service Outside of the Plan

Eligibility

5.01 Staff who are eligible for participation in the Plan and who held Local, Regular or Local, Fixed Term appointments before April 15, 1998 and who were paid a Termination Grant upon the cessation of such appointments in a Country Office on or before April 15, 1998 may restore their Termination Grant service by repaying the Termination Grant previously received, plus interest, in accordance with the terms set forth in this Section. Termination Grant payments after April 15, 1998 are not eligible for restoration through this Rule, but may be eligible for restoration as part of the Plan. Any benefit for Termination Grant service restored under this section shall be paid by the Bank Group on the last day of service as set forth in Section 6 of this Rule, and shall be disregarded for purposes of determining any Termination Grant benefit that may also be payable by the Plan.

5.02 Staff who restored Termination Grant service under the provisions of this Section may restore such service again under the same provisions upon later reappointment, except that interest shall be calculated from the date of payment of the restored amount to the repayment date after reappointment. Staff who are eligible to restore Termination Grant service and who do not restore such service prior to termination of employment may not restore such service upon later reappointment.

Country Office Payment Date

5.03 The Country Office Payment Date shall be the actual payment date of the Termination Grant, unless a record of payment is not available. If a record of payment is not available, the Country Office Payment date shall be the day on which the staff member's appointment to which the payment related ceased.

Country Office Annual Net Salary

5.04 The Country Office Annual Net Salary shall be the actual annual net salary used to compute the Termination Grant payment, unless a record of payment is not available. If a record of payment is not available, the Country Office Annual Net Salary shall be the annual net salary in the Human Resources personnel database as of the Country Office Payment Date.

Eligible Country Office Termination Grant Service

5.05 Eligible Country Office Termination Grant Service shall be periods of employment prior to the Country Office Payment Date on a Local, Regular or Local, Fixed Term appointment, less any periods of Leave Without Pay in excess of 30 days, plus periods of employment on a Temporary appointment that were eligible for Termination Grant service. If a staff member worked in partial pay status during the Eligible Country Office Termination Grant Service, such Eligible Country Office Termination Grant Service shall be reduced proportionately.

Country Office Payment Amount

5.06 The Country Office Payment Amount shall be the actual payment amount of the Termination Grant, unless a record of payment is not available. If a record of payment is not available, the Country Office Payment Amount shall be 14% of the staff member's Country Office Annual Net Salary multiplied by the number of years (including fractions thereof) of Eligible Country Office Termination Grant Service unless the Country Office Payment Date was prior to January 1, 1981. In such cases, the Country Office Payment Amount shall be 10% of the staff member's Country Office Annual Net Salary multiplied by the number of years (including fractions thereof) of Eligible Country Office Termination Grant Service for service prior to August 1, 1979, and 14% of the staff member's Country Office Annual Net Salary multiplied by the number of years (including fractions thereof) of Eligible Country Office Termination Grant Service for service starting August 1, 1979.

Interest Rate

5.07 The Plan interest rate shall be used to compute interest on Country Office Payment Amounts.

Repayment Amount and Currency

5.08 The Repayment Amount shall be the Country Office Payment Amount plus compounded interest from the Country Office Payment Date to the repayment date. The Country Office Payment Amount shall be converted from the currency of the original payment (or if unknown, the currency of salary during the period of termination grant service) to U.S. dollars using the Bank Group currency exchange rate in effect on the Country Office Payment Date. The interest rate shall be applied to the U.S. dollar-denominated payment amount. If the staff member is not paid in U.S. dollars on the date of restoration, the Repayment Amount shall be converted into the staff member's salary currency as of the date of repayment.

Repayment Terms

5.09 The Repayment Amount must be received prior to the earlier of the staff member's termination date or five years from the notification of eligibility for restoration under this Section. If repayment is not received within the 5-year repayment period, eligibility for restoration ceases.

Multiple Country Office Assignments

5.10 If a staff member has Eligible Country Office Termination Grant Service in two or more Country Offices, the staff member may restore all eligible service for which a Termination Grant was received. A Repayment Amount including interest will be calculated separately for each Country Office assignment.

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06. Restored Termination Grant Benefit Calculation at end of Employment

6.01 Staff who restore their Termination Grant service under the provisions of Section 6 of this Rule shall receive the restored Termination Grant benefit in the form of a lump-sum payment at the end of employment from a Regular, Open or Term appointment. The restored Termination Grant benefit amount shall be the number of years and fraction thereof of restored Eligible Country Office Termination Grant Service times final annual net salary on date of termination times a valuation factor.

Valuation Factor

6.02 The valuation factor shall be 21% for staff who meet the following criteria:

- a. active participation in the Plan on January 1, 2002; and
- b. 120 calendar days or less between the end of the Country Office appointment that resulted in the Termination Grant payment and the commencement of the subsequent Regular, Fixed Term, Local, Regular, Local, Fixed Term, Long-Term Consultant, or Long-Term Temporary appointment, unless the appointment letter for the later appointment was issued within 120 days of the effective date of the end of the Country Office appointment.

6.03 The valuation factor shall be 21% for staff who restored a Termination Grant that, when last paid to the staff member, was computed with a value of 21% for each year and fraction thereof of eligible service.

6.04 The valuation factor shall be 14% for other eligible restorations of Termination Grants that were paid at 14% of the staff member's annual net salary for each year of service, and 10% for eligible restorations of Termination Grants that were paid at 10% of the staff member's annual net salary for each year of service.

Tax Allowance

6.05 The Bank Group will pay a tax allowance in respect of a restored benefit paid to an eligible staff member in accordance with provisions of [Rule 6.04](#).

Beneficiary

6.06 In the event of the death in service of a staff member who has restored Termination Grant service under the provisions of [Section 5 of this Rule](#), the Bank Group will pay the benefit to the beneficiary receiving the death benefits payable under the Plan.

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Annex A: Organizations with Which the Bank Group has Concluded Pension Transfer Agreements

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1. The Bank Group and the United Nations Joint Staff Pension Fund completed a transfer agreement effective January 1, 2007.

2. The Bank Group and the International Monetary Fund completed a transfer agreement effective [June 1, 2007](#).

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06 Compensation

06.21 Mobility Premium

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[03. Bank Group and Bank Group/IMF Couple](#)

[Annex A: Zone A and Zone B Countries](#)

01. Subject, Applicability and Definitions

Subject and Policy Rationale

1.01 This Rule sets forth the provisions under which the Bank Group provides expatriate staff members reasonable assistance to help them maintain their cultural, professional and personal links with their home countries. This Rule, as revised, is effective May 1, 2004.

Applicability

1.02 This Rule applies to staff members appointed to Open-Ended, Term, or Executive Director's Assistant appointments in positions subject to international recruitment in a duty station in the United States (U.S.) on or after July 1, 1999.

Definitions

1.03 In addition to the definitions in [Rule 1.01, "General Provisions,"](#) for purposes of this Rule, the following definitions apply:

- a. *Dependent Child.* The term "dependent child" is as defined in [Rule 1.01](#).
- b. *Eligibility Period.* The term "eligibility period" means a period of 10 years commencing from a staff member's entry on duty or reassignment to the U.S.
- c. *Home Country.* The term "home country" means the country of which the staff member is a citizen at the time of appointment, or if a staff member is a citizen of more than one country, the country of citizenship in which the staff member had resided most recently prior to appointment to the Bank Group, unless otherwise determined by the Manager, Human Resources Service Center, or a designated official.
- d. *Market Reference Point.* The term "market reference point" means the point in the Bank Group's salary ranges which is aligned with comparable salaries in the U.S. labor market and published by the Vice President, Human Resources at the time of the annual salary review.
- e. *Permanent Resident.* The term "permanent resident" means a person who holds U.S. permanent resident or refugee status, a person whose adjustment to U.S. permanent resident or refugee status has been approved by the U.S. authorities or a person who has been admitted to the U.S. for the purpose of permanent residence.
- f. *Zone A and B.* The terms "zone A" and "zone B" mean the home country travel zones specified in [Annex A](#).

[Back To Top](#)**02. Mobility Premium****Eligibility**

2.01 The Bank Group will pay a mobility premium to a staff member, provided that the staff member is not a citizen or permanent resident of the U.S. at any time in the 12 months preceding appointment or at any time after appointment.

2.02 In the event that a staff member eligible for mobility premium relinquishes the citizenship held on appointment but does not become a citizen of the duty station country, a new determination of the staff member's home country will be made by the Manager, Human Resources Service Center, or a designated official.

2.03 A staff member not eligible for mobility premium who relinquishes citizenship or permanent resident status in the duty station country subsequent to appointment or in the 12 months preceding appointment does not become eligible for mobility premium benefits.

Amount

2.04 The amount of the mobility premium will be calculated with respect to a staff member, spouse or domestic partner, and each dependent child by multiplying the market reference point of grade G by the sum of the applicable percentages for each of these individuals based on the zone corresponding to the staff member's home country:

	Zone A	Zone B
Staff Member	7%	11%
Spouse/Domestic Partner	5%	5%
Each Dependent Child	4%	4%

Payment of Mobility Premium

2.05 During years 1 through 4 of the eligibility period, the full amount of the mobility premium will be paid. During years 5 through 10 of the eligibility period, the amount of the mobility premium will be determined by multiplying the full amount of the mobility premium by the following percentages:

Year 5 85%
 Year 6 70%
 Year 7 55%
 Year 8 40%
 Year 9 25%
 Year 10 10%
 Years 11 and over 0

2.06 Mobility premium payments will be made quarterly in arrears on the last day of March, June, September and December based on the family size and applicable percentage at the beginning of the quarter.

Suspension of Eligibility Period

2.07 The eligibility period will be suspended and the mobility premium will not be paid when a staff member is on external service, leave without pay, or assignment to a duty station outside of the U.S. Upon a staff member's return from external service, leave without pay, or assignment from a duty station outside of the U.S., the eligibility period and payments of the mobility premium will resume at the point that they were suspended.

Change in Position

2.08 A staff member appointed to a position subject to local recruitment outside the U.S becomes eligible for a mobility premium upon reassignment to a position subject to international recruitment in the U.S. A staff member appointed to a position subject to local recruitment in the U.S. does not become eligible for a mobility premium if the staff member is reassigned or promoted to a position subject to international recruitment in the U.S.

Reappointment

2.09 If a staff member was eligible for a mobility premium within 3 years immediately preceding reappointment to an Open-Ended, Term, or Executive Director's Assistant appointment, the eligibility period and payment of the mobility premium will resume at the point that they ceased when a staff member terminated service with the Bank Group. If a staff member was eligible for home country travel or education benefits within 3 years immediately preceding reappointment to an Open-Ended, Term, or Executive Director's Assistant appointment, the staff member's previous periods of service will count toward the eligibility period for a mobility premium. If such a staff member was eligible for a mobility premium, home country travel, or education benefits 3 or more years prior to reappointment, the eligibility period will begin anew.

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03. Bank Group and Bank Group/IMF Couple

Bank/Bank Couples

3.01 If Bank Group staff members married to each other or registered as domestic partners of each other are both eligible for a mobility premium, only one staff member will receive a mobility premium. The Bank Group will pay the mobility premium to whomever of the two the staff members direct, with the payments based on that staff member's zone and eligibility period. If such staff members divorce or terminate their domestic partnership, each staff member will receive mobility premium payments based on the staff member's own zone and eligibility period. If one such staff member ends employment while his/her spouse/domestic partner remains employed, the remaining staff member will receive mobility premium based on his or her own zone and eligibility period.

3.02 If Bank Group staff members are married to each other or registered as domestic partners of each other and one is eligible for a mobility premium and the other is eligible for home country travel and education benefits, they must elect, as of the later of the date of marriage/approval of an affidavit of domestic partnership or appointment, one of the following:

- a. *A mobility premium*, in which case the Bank Group will pay the premium to the staff member who is eligible for that benefit, with the payments based on that staff member's zone and eligibility period. At the end of the eligibility period, neither staff member will be eligible for home country travel and education benefits. If such staff members divorce or terminate their domestic partnership before completing the eligibility period, each staff member will receive mobility premium payments based on the staff member's own zone and their common eligibility period. If either staff member terminates employment or ceases to be eligible for a mobility premium prior to completing the eligibility period, the remaining staff member will receive mobility premium payments based on his/her own zone and the common eligibility period; or
- b. *Home country travel and education benefits*, in which case both staff members will be eligible for those benefits in accordance with [Rule 6.13](#) and [Rule 6.14](#).

Bank/IMF Couples

3.03 A Bank/IMF couple consists of a Bank Group staff member who (a) is married to an IMF staff member, or (b) has registered an IMF staff member as a domestic partner, or (c) is registered as a domestic partner of an IMF staff member.

3.04 If a Bank Group staff member eligible for a mobility premium becomes a Bank/IMF couple with an

IMF staff member eligible for home country travel and education benefits on or before March 31, 2003, they must elect, as of the later of the date of marriage/approval of an affidavit of domestic partnership or appointment, either a mobility premium as provided by the Bank Group, or home country travel and education benefits as provided by the IMF. If such staff members divorce or terminate their domestic partnership or if the IMF staff member terminates employment or ceases to be eligible for expatriate benefits, the Bank Group staff member, depending on the election made, will continue to receive either the mobility premium for the remainder of the eligibility period or the home country travel and education benefits as provided by the Bank Group.

3.05 If a Bank Group staff member eligible for a mobility premium becomes a Bank/IMF couple with an IMF staff member eligible for home country travel and education benefits on or after April 1, 2003, the Bank Group staff member's mobility premium will be determined under [paragraph 3.02 above](#), excluding the IMF staff member and any child(ren) for whom dependency allowance is paid by the IMF. The IMF staff member and the claimed dependent child(ren) will receive home country travel and education benefits from the IMF in accordance with its applicable policies.

Irrevocable Election

3.06 Elections made by Bank/Bank and Bank/IMF couples with respect to the mobility premium and the home country travel and education benefits in [paragraphs 3.02](#) and [3.04](#) are irrevocable.

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Annex A: Zone A and Zone B Countries

Zone A Destinations [1]

Antigua & Barbuda	France	Nicaragua
Austria	Germany, Fed. Rep.	Norway
Bahamas	Grenada	Panama
Barbados	Guadeloupe	Peru
Belgium	Guatemala	Portugal
Belize	Guyana	Saint Kitts
Bermuda	Guyana, French	Saint Lucia
Canada	Haiti	Saint Vincent
Colombia	Honduras	Spain
Costa Rica	Iceland	Suriname
Cuba	Ireland	Sweden
Czech Republic	Italy	Switzerland
Denmark	Jamaica	Trinidad & Tobago
Dominica	Luxembourg	United Kingdom
Dominican Republic	Martinique	Venezuela
Ecuador	Mexico	
El Salvador	Netherlands	

Zone B Destinations [1]

Afghanistan	Djibouti	Libya	Seychelles
Albania	Egypt, Arab Republic	Lithuania	Sierra Leone
Algeria	Equatorial Guinea	Macedonia	Singapore
Angola	Eritrea	Madagascar	Slovak Republic
Argentina	Estonia	Malawi	Slovenia
Armenia	Ethiopia	Malaysia	Solomon Islands

Australia	Fiji	Maldives	Somalia
Azerbaijan	Finland	Mali	South Africa
Bahrain	Gabon	Malta	Sri Lanka
Bangladesh	Gambia, The	Mauritania	Sudan
Belarus	Georgia	Mauritius	Swaziland
Benin	Ghana	Moldova	Syrian Arab Republic
Bhutan	Greece	Mongolia	Tajikistan
Bolivia	Guinea	Morocco	Tanzania
Bosnia-Herzegovina	Guinea-Bissau	Mozambique	Thailand
Botswana	Hong Kong	Myanmar	Togo
Brazil	Hungary	Namibia	Tonga
Brunei	India	Nepal	Tunisia
Bulgaria	Indonesia	New Caledonia	Turkey
Burkina Faso	Iran, Islamic Rep.	New Zealand	Turkmenistan
Burundi	Iraq	Niger	Tuvalu
Cambodia	Israel	Nigeria	Uganda
Cameroon	Japan	Oman	Ukraine
Cape Verde	Jordan	Pakistan	United Arab Emirates
Central African Rep.	Kazakhstan	Papua New Guinea	Uruguay
Chad	Kenya	Paraguay	Uzbekistan
Chile	Kiribati	Philippines	Vanuatu
China (Beijing)	Korea	Poland	Vietnam
China (Taipei)	Kuwait	Qatar	West Bank & Gaza
Comoros	Kyrgyz Republic	Romania	Western Samoa
Congo, Dem. Rep of	Lao, People's Dem. Rep	Russian Federation	Yemen, Republic of
Congo, Republic of	Latvia	Rwanda	Yugoslavia
Cote d'Ivoire	Lebanon	Sao Tome & Principe	Zaire
Croatia	Lesotho	Saudi Arabia	Zambia
Cyprus	Liberia	Senegal	Zimbabwe

[1] The Zone designations in this Annex apply only to travel to and from Headquarters. Each field office has its own computation for Zones A and B, based on the "under 9 hours" (Zone A) or "9 hours and over" (Zone B) criteria.

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06 Compensation

06.22 Disability Insurance Program

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01. Subject, Applicability and Definitions

Subject and Policy Rationale

1.01 This Rule sets out a disability program which provides staff members with compensation and other benefits in the event they are prevented from working for more than 20 consecutive working days due to an illness or injury, whether work-related or not. The Bank Group pays 100% of the cost of the program. This Rule is effective May 1, 2004.

Applicability

1.02 The provisions of this Rule do not apply to staff holding Extended Term Consultant, Extended Term Temporary, Short Term Consultant, Short Term Temporary, or Special Assignment appointments. The provisions of this Rule apply to all other staff members provided they work at least 20 hours per week, and they are not on a leave of absence without pay or external service without pay. This Rule applies to all absences commencing on or after May 1, 2004. Absences that commenced prior to May 1, 2004 are covered by the Rule in effect on the date of the absence.

Definitions

1.03 For purposes of this Rule, the following definitions apply:

- a. *Disability Benefits.* The term "disability benefits" means the benefits available under this program which include approved use of accrued sick leave due to disability and continued payment of total or partial salaries during the period of disability.
- b. *Disability Coordinator.* The term "disability coordinator" means the Bank Group's representative for the disability program.
- c. *Disability Administrator.* The term "disability administrator" means the Reed Group, Ltd. and their subcontractor, Crawford & Company.
- d. *Elimination Period.* The term "elimination period" means a period of absence due to disability which must have elapsed before an individual is eligible to receive disability benefits.
- e. *Eligible Survivor.* The term "eligible survivor" means the staff member's spouse or registered domestic partner, or if there is no spouse or registered domestic partner, the staff member's children to share equally in the benefit.

- f. *Salary*. The term "salary" means the net salary.
- g. *Social Security*. The term "social security" means any national social security system.

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02. Administration

2.01 The Disability Administrator will determine whether a staff member is eligible to receive disability benefits and will determine the disability benefits for an individual claimant in accordance with the provisions of this Rule. An eligible staff member is covered under the program from the first day of service.

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03. Disability Benefits

Short Term Disability (STD)

3.01 **Elimination Period.** The elimination period for STD is 20 working days of continuous absence. However, an absence will still be treated as continuous if the staff member returns to work for 7 working days or less during the elimination period. In such cases, the elimination period will be extended for the number of days worked during the elimination period. The first 20 working days of a certified illness or injury are charged against a staff member's accrued sick leave balance in accordance with [Rule 6.06, "Leave."](#) If a staff member does not have sufficient accrued sick leave to cover the absence during the elimination period, the staff member's manager may grant 10 days of advance sick leave. If the staff member still does not have sufficient accrued sick leave, the balance of the elimination period must be met by annual leave or administrative leave without pay.

3.02 **Definition of Short Term Disability.** The Disability Administrator will determine that a staff member is considered disabled for STD benefits if, due to illness or injury:

- a. the staff member is limited from performing any duty for which the Bank Group might reasonably call upon the staff member to perform for which he/she is reasonably qualified by education, training or experience; or
- b. the staff member is unable to perform the material and substantial duties of his/her regular occupation for which he/she is reasonably qualified by education, training or experience with any other employer; and
- c. the staff member has a 20% or more loss in earnings due to the same illness or injury.

3.03 **STD Benefits.** After meeting the elimination period, staff determined disabled for STD benefits by the Disability Administrator initially must use their accrued sick leave to cover their absence from work. If the Disability Administrator determines that the staff member does not qualify for STD benefits, the staff member cannot use accrued sick leave and must return to work. If the staff member does not return to work, the staff member is required to use annual leave or administrative leave without pay to cover the absence. Staff holding an appointment of fixed duration may not use accrued sick leave beyond the expiration of their appointment but may continue to receive STD benefits on the same basis as a former staff member if the Disability Administrator determines they are still disabled for STD benefits.

3.04 **After Exhaustion of Sick Leave.** Staff who have exhausted their accrued sick leave with full pay and benefits and who are still determined disabled for STD benefits by the Disability Administrator will be granted the STD benefit equal to 70 percent of the salary as of the last day worked prior to the start of the absence due to disability. Should the staff member's salary increase during the STD period, the STD benefits will increase correspondingly. However, for staff who work at least 20% of their regular

working hours as part of an approved return to work program or an approved partial disability, their STD benefit is 100% of salary. The Disability Administrator will reduce STD benefits by (i) 50% of any social security benefits, and (ii) 100% of any earnings from another employer. For staff who are still in service, the STD benefits will be paid semi-monthly in arrears through payroll, and will be pro-rated for any partial period. For former staff whose appointments of fixed duration have expired, the STD benefits will be paid directly by the Disability Administrator monthly in arrears, and will be pro-rated for any partial periods.

3.05 Maximum Benefit. No STD benefit will exceed \$25,000 a month, and the maximum salary paid during the period of STD benefits will not exceed 100% of salary, including any STD benefit. If the STD benefit is taxable in the staff member's country of residence, a tax allowance will be provided by the Bank Group. The maximum amount of STD benefit will increase each year by the same percentage as for the cost of living adjustment described in [para. 5.03](#).

3.06 Maximum Benefit Period. STD benefits will continue to be paid until the earlier of the date the staff member (i) ceases to be disabled, (ii) reaches age 65 if the staff member was hired on or before July 1, 1974 or age 62 if the staff member was hired after July 1, 1974, (iii) reaches the end of the two year disability period from the date of the start of the absence due to disability, or (iv) dies.

3.07 Separation from Service. Staff who remain disabled for STD benefits as determined by the Disability Administrator at the earlier of their employment termination date or two years from the date of the start of the absence due to disability will be separated from the Bank Group in accordance with [Rule 7.01, "Ending Employment."](#) Any accrued annual leave and sick leave cannot be used at the end of the 2 year period. As provided in [Rule 6.06, "Leave"](#), any unused annual leave up to 480 hours will be paid in cash while any unused sick leave lapses without payment, upon separation from service.

Long-Term Disability (LTD) – After the End of the STD Benefits

3.08 Elimination Period. The elimination period for LTD consists of (i) the elimination period for STD, and (ii) the period of STD benefits.

3.09 Definition of Long Term Disability. The Disability Administrator will determine that a staff member is considered disabled for LTD benefits if, due to illness or injury, the staff member is limited from performing the material and substantial duties of any occupation for which the staff member is reasonably fitted by education, training or experience. The loss of a professional or occupational license or certification does not, in itself, constitute disability for LTD benefits. In order to determine initial and continuing eligibility for LTD benefits, the Disability Administrator may require, at its expense, the staff member to be examined by a physician, other medical practitioner or vocational expert of their choice as often as it is reasonable to do so. The Disability Administrator may also require the staff member to be interviewed by their authorized representative.

3.10 LTD Benefits. After meeting the elimination period for LTD, staff determined disabled for LTD benefits by the Disability Administrator will be granted the LTD benefit equal to 70 percent of the salary as of the last day of employment. The Disability Administrator will reduce LTD benefits by (i) 50% of any social security benefits, and (ii) 100% of any earnings from another employer. The LTD benefits will be paid monthly in arrears, and will be pro-rated for any partial months. No LTD benefit will exceed \$14,000 a month. This maximum amount will increase each year by the same percentage as for the cost of living adjustment described in [para. 5.03](#). If the LTD benefit is taxable in the staff member's country of residence, a tax supplement will be provided by the Bank Group, on the same basis as applicable under the net pension plan.

3.11 Maximum Benefit Period. LTD benefits will continue to be paid until the earlier of the date the staff member (i) ceases to be disabled, (ii) reaches age 65 if the staff member was hired on or before July 1, 1974 or age 62 if the staff member was hired after July 1, 1974, (iii) voluntarily withdraws his/her LTD claim, or (iv) dies.

Survivor Benefit.

3.12 When the Disability Administrator receives proof that a staff member or former staff member receiving disability benefits has died, a lump sum benefit equal to 3 months of the STD or LTD benefit

will be paid to the eligible survivor if, on the date of death, the STD or LTD disability has continued for 180 or more consecutive days. If there are no eligible survivors, payment will be made to the estate. However, the survivor benefit will first be applied to any overpayment of a disability benefit which may have been made, and any liabilities that the staff member may have owed the Bank Group at the time of death.

Bank Group Benefits and Allowances

3.13 Where staff have been granted disability benefits at 70 percent of salary, allowances and benefits that are based on salary (other than insurance benefits) will be computed on the basis of 70 percent of salary. Staff do not accrue sick leave or annual leave or service towards maternity leave eligibility while in receipt of disability benefits. For purposes of the separation grant, periods during which disability benefits are received are not considered as breaks in service.

3.14 Where the employment of staff has been terminated in accordance with [Rule 7.01, "Ending Employment,"](#) and:

- a. the Disability Administrator determines that a claimant is still disabled and eligible to receive disability payments, and pension payments from the Bank Group's Staff Retirement Plan have not yet commenced, the claimant and any eligible dependents, where applicable, will participate in either: the Retiree Medical Insurance Plan and the Retiree Group Life Insurance Plan, or the Retiree Medical Benefits Plan and the Death in Service Benefit Program. (For purposes of this Rule, the Death in Service Benefit is equal to 75 percent of the salary immediately prior to the start of the absence due to disability.) The disabled former staff are also eligible to continue as active participants in the Bank Group's Staff Retirement Plan until mandatory retirement age. If they were participants in the gross pension plan, they continue to accrue service under this plan. If they were participants in the net pension plan, their Cash Balance account is credited with 15% of their salary. They will not be required to pay either the individual's or the institution's share of the required contributions to all these insurance and retirement plans; or
- b. the Disability Administrator determines that the claimant is no longer disabled for purposes of LTD benefits, and the claimant is not yet eligible to receive pension payments from the Bank Group's Staff Retirement Plan, he/she will no longer receive disability benefits, and will cease active participation in the Staff Retirement Plan, the Retiree Medical Insurance Plan, the Retiree Group Life Insurance Plan, the Medical Benefits Plan and the Death in Service Benefit Program, unless the eligibility criteria for participation in these programs as any other eligible retiree are met and the required contributions are paid; or
- c. If pension payments from the Bank Group's Staff Retirement Plan have commenced, disabled former staff and their dependents will cease to participate in the Retiree Medical Insurance Plan and the Retiree Group Life Insurance Plan, or the Retiree Medical Benefits Plan and the Death in Service Benefit, unless they meet the eligibility criteria for participation in these programs as any other eligible retiree and pay the required contributions.

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04. Claims Procedure

4.01 If a staff member's injury or illness results in or is expected to result in an absence from duty of more than 20 working days, a completed Disability Claim Form, together with all the requested medical information, must be filed with the Disability Administrator as soon as possible but no later than 60 calendar days after the start of the absence due to disability. Disability Claim Forms are available from [HR Website](#) or the Disability Coordinator in the Human Resources Service Center or from the Disability Administrator. If the staff member is unable to submit the completed form, the Bank Group or a person designated by the staff member may do so on the staff member's behalf. Failure to comply with this prompt claim filing requirement may result in reduced or withheld benefits.

Disability Determination

4.02 In the course of determining whether to approve disability benefits for the claimant, the Disability Administrator may require the claimant to undergo a medical examination at the Bank Group's expense by an independent

medical examiner selected by the Disability Administrator. The Disability Administrator will provide the claimant's attending physician with a copy of the report made by the independent medical examiner. Failure by the claimant to provide medical and other information or to undergo an independent medical examination when requested will result in denial of the claim and discontinuation of the disability benefits by the Disability Administrator.

4.03 The Disability Administrator will determine whether to approve disability benefits for the claimant based on a review of the medical information submitted and an assessment of the claimant's job requirements and capacity to perform such job requirements. The Disability Administrator may require the claimant to provide further documentation and may interview the claimant and/or the claimant's supervisor. The Disability Administrator will notify the claimant in writing of the disability determination. If the Disability Administrator approves the disability benefits, the Disability Administrator will advise the claimant and the Bank Group of the approval and the period of the disability benefits. Should the claimant wish to return to work prior to the end of the approved period of disability benefits, the claimant must submit a statement from his/her physician attesting to fitness for work to the Disability Administrator who may or may not authorize such early return to work. If the Disability Administrator denies a claim, the Disability Administrator will provide the basis for the denial in writing.

4.04 If the claim is denied by the Disability Administrator or if the claimant fails to submit a claim with all the requested medical information within the 60 day period after the start of the absence due to disability, the claimant must return to work. Absences not approved by the Disability Administrator must be covered by annual leave or leave-without-pay. Staff may not use accrued sick leave beyond the 20 day elimination period if the absence due to disability has not been approved by the Disability Administrator. Failure to return to work may result in termination from Bank Group employment in accordance with the provisions of [Rule 7.01, "Ending Employment."](#)

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05. Other Provisions

5.01 **Exclusions.** The program does not cover any disabilities caused by, contributed to by, or resulting from:

- a. intentionally self-inflicted injuries;
- b. active participation in a riot;
- c. loss of a professional license, occupational license or certification; or
- d. commission of a crime for which the staff member has been convicted.

5.02 **Recurring Disability – STD Benefits.** If a staff member becomes disabled again and the disability is related to or due to the same cause(s) as a prior disability for which the Disability Administrator made a payment:

- a. The Disability Administrator will treat the current disability as part of the prior claim and the staff member will not have to complete another elimination period if the staff member has performed any occupation for the Bank Group on a full time basis for 20 consecutive working days or less between the prior and current disabilities.
- b. If the staff member returns to work on or after the 21st day and then becomes disabled again, the current disability will be treated as a new claim. The new claim will be subject to all of the provisions of this Rule and the staff member will be required to meet a new elimination period.

5.03 **Unrelated Disabilities.** If the current disability is unrelated to a prior disability for which the Disability Administrator made a payment, the current disability will be treated as a new claim. The new claim will be subject to all of the provisions of this Rule and the staff member will be required to meet a new elimination period.

5.04 **Recurring Disability – LTD Benefits.** If a staff member returns to work full time and the disability occurs again:

- a. The Disability Administrator will treat the current disability as part of the prior claim and the staff member will not have to complete another elimination period if the staff member was continuously covered by the Disability Program for the period between the prior claim and the recurrent disability, and the recurrent disability occurs within 6 months of the end of the prior claim. The recurrent disability will be subject to the same terms as the prior claim.
- b. The Disability Administrator will treat the current disability as a new claim if the disability occurs after 6 months from the date the prior claim ended. The new claim will be subject to all of the provisions of this Rule.

5.05 Cost of Living Adjustment. At the start of each new calendar year and each successive year thereafter, the Disability Administrator will increase the LTD benefits by the lesser of 5%, or the percentage increase in the Consumer Price Index for Washington, DC for the calendar year just ended, with a pro-rated amount for the first year of the LTD benefits. However, no disability benefit may exceed the maximum benefit for LTD.

5.06 Return to Work. This may occur under one of the following arrangements:

- a. A **worksite modification** might allow the staff member to perform the material and substantial duties of his/her regular occupation in the Bank Group. Upon request, the Disability Administrator may assist the Bank Group through the Health Services Department and the staff member to identify a modification that is likely to help him/her remain at work or return to work. If such a worksite modification is identified, an agreement will be prepared in writing and must be signed by the staff member, the staff member's manager, the Health Services Department and the Disability Administrator for compliance by all signatories. Any special equipment necessary for the worksite modification, and other expenses for work accommodation such as temporary commuting cost, will be financed through the Disabilities Accommodation Fund.
- b. The Disability Administrator may offer a **vocational evaluation and/or rehabilitation program** to assist the staff member to return to work, if appropriate. This program is offered as a service, and the staff member has the option to participate in it or not. In addition to referrals made to the rehabilitation program, the staff member may request to have his/her claim file reviewed by one of the Disability Administrator's rehabilitation professionals. As the file is reviewed, medical and vocational information will be analyzed to determine if rehabilitation services might help the staff member return to gainful employment. Once the initial review is completed, the Disability Administrator may elect to offer the staff member a return-to-work program.

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06. Appeals

6.01 A claimant who wishes to appeal the final denial of a claim for disability benefits by the Disability Administrator may, within 90 days of receiving notice of the decision, request administrative review of the decision from an Administrative Review Panel. In preparing an appeal, a claimant may request, and the Disability Administrator will furnish, copies of any medical reports, bills for medical treatment, vocational rehabilitation reports or official forms not already in the claimant's possession. When making the request to the Administrative Review Panel, the claimant must provide all necessary documentation, including relevant medical information. Requests for administrative review will be directed to the Manager, Compensation, Benefits and Insurance, for transmission to the Administrative Review Panel.

6.02 The Administrative Review Panel will be composed of the Manager, Compensation, Benefits and Insurance (Chair), the Director, Health Services Department, and a member appointed by the Staff Association in consultation with the Vice President, Human Resources. The Panel will review the decision being appealed on the basis of the written record as supplied by the claimant and the response from the Disability Administrator. The Panel may request from the Disability Administrator, the claimant or any other party additional information it deems necessary to reach a conclusion.

6.03 Within 60 days after receiving all requested documentation, the Panel will transmit a memorandum to the claimant and the Disability Administrator setting out its decision on the appeal and the reasons therefor. In the absence of receipt of requested documentation within a reasonable period of time as determined by the Panel, the Panel may proceed to issue its decision.

6.04 A claimant who wishes to pursue his/her complaint further may then file an appeal with the World Bank Administrative Tribunal in accordance with the provisions of [Rule 9.05, "The World Bank Administrative Tribunal."](#)

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Annex A: Membership of the Administrative Review Panel

In accordance with [Rule 6.22, paragraph 6.02](#), the current membership of the Panel is as follows:

Manager, Compensation, Benefits and Insurance (Chair)

Sr. Occupational Health Specialist, Health Services Department
or designee as appointed by the Director, Health Services Department

Staff Association Representative

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Annex B: Request for Administrative Review

The staff member making a Request shall provide the following information (six copies):

1. Full name, position and address;
2. The written notification of the decision against which the Request is being made and the date on which the notification was received;
3. Identification of the jurisdictional grounds specified in [paragraph 6.01 of Rule 6.22](#) on which the Request is brought;
4. Statement of the relevant facts, together with supporting documentation and evidence;
5. The basis for contesting the decision for which review is being requested;
6. The conclusions the requesting staff member wishes the Panel to make; and
7. Date and signature.

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Effective On Dec 01, 2005
Last Modified On Aug 23, 2007

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06 Compensation

06.23 Short-Term & Developmental Assignment Benefits

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01. Subject, Applicability and Definitions

Subject

1.01 This Rule sets forth the provisions governing the benefits provided by the Bank Group to extend reasonable assistance to staff members who engage in Short-Term Assignments or Developmental Assignments that require temporary relocation. This Rule was amended on March 23, 2009, and will apply to all Short-Term and Developmental Assignments that start or are extended on, or after that date.

Applicability

1.02 This Rule applies to staff members holding Regular, Local Regular, Open-Ended, and Term appointments who temporarily relocate on Short-Term or Developmental Assignment to another work location. This Rule also applies to staff members holding Extended Term Consultant and Extended Term Temporary appointments who temporarily relocate on Short-Term Assignment to another work location.

1.03 Benefits defined in this Rule are intended to provide reasonable assistance to staff members relocating without dependents. No benefits will be paid on behalf of dependents.

Definitions

1.04 **Short-Term Assignment** refers to the assignment of eligible staff holding Regular, Local Regular, Open-Ended, Term, Extended Term Consultant, or Extended Term Temporary appointments to another organizational unit or work location to satisfy Bank Group business needs for a period of more than 90 calendar days but no more than 12 months. An extension of 12 additional months may be granted by the responsible manager or his/her designee.

1.05 **Developmental Assignment** refers to the assignment of eligible staff holding Regular, Local Regular, Open-Ended, or Term appointments to another organizational unit or work location principally for instructional or career development purposes for a period of more than 90 calendar days, but not more than 12 months. An extension of 12 additional months may be granted by the responsible manager or his/her designee.

1.06 **Institutional Benefits** refers to the Bank Group's basic benefits programs defined in the Staff Manual for each appointment type applicable to staff at the Home Duty Station.

1.07 **Home Duty Station** refers to the duty station at which the staff member's salary and institutional benefits are defined. It is generally also the duty station at which a staff member is assigned immediately preceding the commencement of a Short-Term or Developmental Assignment, and where the staff member is due to return following said Assignment.

1.08 **Host Duty Station** refers to the duty station where the staff member will be physically located for the duration of the Short-Term or Developmental Assignment.

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02. Salary & Institutional Benefits

2.01 A staff member who relocates to another Duty Station for a Short-Term or Developmental Assignment will continue to receive salary and institutional benefits applicable to his/her appointment type at the Home Duty Station subject to the limitations defined in paragraphs 2.02 – 2.05, below.

2.02 Staff will adhere to the holiday and leave schedules defined for the Host Duty Station. No compensation will be provided for holidays missed at the Home Duty Station.

2.03 Staff will not accrue or use Spouse Travel Benefits, as defined in [SR 6.16](#).

2.04 Staff who participate in the Medical Benefits Plan (MBP) will be subject to standard out-of-country care guidelines.

2.05 Staff will not be eligible for overtime payments or on-call compensation while on Short Term or Developmental Assignment. Overtime hours will be compensated to eligible staff in accordance with [Staff Rule 6.03](#) as it applies to overtime hours worked while on mission or operational travel.

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03. Short-Term & Developmental Assignment Benefits

3.01 **Assignment Relocation Benefits** will be provided as follows.

- a. Assignment Travel. The Bank Group will provide roundtrip assignment travel benefits for the staff member between the Home Duty Station and the Host Duty Station in accordance with [AMS 3.00](#).
- b. Assignment Relocation Expense. The Bank Group will provide standard operational travel expense assistance, in accordance with [AMS 3.00](#) and [AMS 3.10](#), for up to 15 days. On an exceptional basis, said assistance may be authorized for up to an additional 15 days by the head of the resource management team responsible for the assignment, or designee.

3.02 **Housing Allowance.** The Bank Group will provide housing allowance at the Host Duty Station for the staff as defined by the head of the responsible resource management team, or designee, to accommodate the staff member in a safe area with reasonable access to roads, transportation, medical facilities, shopping and the Bank Group's offices. Housing Allowance will be defined as follows.

- a. Housing Allowance will be paid for the duration of the assignment following the period covered by Assignment Relocation Benefits. It may be paid monthly, at the start of each month, or quarterly, at the start of each quarter, in USD or local currency, at the discretion of the head of the responsible resource management team, or designee.
- b. For all assignments at Headquarters, Washington DC, the amount of Housing Allowance is defined in [Annex A](#) of this Rule.
- c. For assignments outside of Headquarters, Washington DC, the amount of Housing Allowance will be defined by the head of the resource management team responsible for the assignment, or designee.

3.03 **Subsistence Allowance.** The Bank Group will provide subsistence allowance as follows:

- a. Subsistence Allowance will be paid for calendar days at the Host Duty Station following the period covered by Assignment Relocation Benefits. It may be paid monthly, at the start of each month, or quarterly, at the start of each quarter, in USD or local currency, at the discretion of the head of the responsible resource management team, or designee.
- b. For all assignments at Headquarters, Washington DC, the amount of Subsistence Grant will be equal to 100% of the applicable MTV Per Diem Rate at time of payment for 30 calendar days, and 65% of the applicable MTV Per Diem Rate at time of payment, thereafter.
- c. For assignments outside of Headquarters, Washington DC, the amount of Subsistence Grant for staff

assigned to the Host Duty Station will be defined by the head of the resource management team responsible for the assignment, or designee, at 50% to 100% of the MTV Per Diem Rates applicable to the Host Duty Station at time of payment.

- d. No Subsistence Allowance will be payable for any days during which the staff member is outside of the Host Duty Station.

3.04 Transportation Allowance. The Bank Group will provide Transportation Allowance to accommodate the staff member's daily commute from his/her residence to the Bank Group's offices as follows.

- a. Transportation Allowance will be paid for working days at the Host Duty Station following the period covered by Assignment Relocation Benefits. It may be paid monthly, at the start of each month; or quarterly, at the start of each quarter, in USD or local currency, at the discretion of the head of the responsible resource management team, or designee.
- b. For all assignments at Headquarters, Washington DC, the amount of Transportation Grant is defined in [Annex B](#) of this Rule.
- c. For all assignments outside of Headquarters, Washington DC, the amount of Transportation Grant will be defined by the head of the resource management team responsible for the assignment, or designee.
- d. No Transportation Allowance will be payable for any days during which the staff member is outside of the Host Duty Station.

3.05 Operational Travel. Staff who engage in operational travel while on Short-Term / Developmental Assignment will receive Short-Term / Developmental Assignment Benefits as follows.

- a. Staff will continue to receive Housing Allowance at the Short-Term / Developmental Assignment location.
- b. Staff will receive a prorated Subsistence Allowance and Transportation Allowance excluding days absent from the Short-Term / Developmental Assignment location, and they will receive applicable operational travel benefits in accordance with [AMS 3.00](#) and [AMS 3.10](#) during operational travel.

3.06 Hazard Pay. Hazard Pay is payable at work locations designated by the UN as Hazard Pay locations subject to the following.

- a. Staff in positions subject to international recruitment holding Regular, Open-Ended, or Term appointments will be eligible to receive Hazard Pay as defined in [Staff Rule 6.17](#).
- b. Staff in positions subject to local recruitment, holding Regular, Local Regular, Open-Ended, or Term appointments will be eligible to receive monthly Hazard Pay equal to 25% of the market reference point of grade C on the Host Duty Station salary scale, divided by 365 days per year, multiplied by 21 average working days per month.
- c. All staff holding Extended Term Consultant or Extended Term Temporary appointments will be eligible to receive Hazard Pay as defined for staff in positions subject to local recruitment, holding Regular, Local Regular, Open-Ended, or Term appointments.

3.07 Compensatory Travel Grant. The Bank Group will provide a lump-sum Compensatory Travel Grant every three months to staff members engaged in assignments of four months or longer, subject to the following.

- a. The Compensatory Travel Grant will be defined as the cash value of one roundtrip economy class air fare from the Host Duty Station to the Home Duty Station.
- b. Compensatory travel may not be combined with any other operational or benefits travel.
- c. No Subsistence Allowance or Transportation Allowance is payable while the staff is engaged in compensatory travel outside of the Host Duty Station.

3.08 Rest & Recuperation Benefits. In lieu of Compensatory Travel Grant, the Bank Group may provide **Rest & Recuperation (R&R) Benefits**, as they are defined in [Staff Rule 6.17](#) for selected duty stations. No Subsistence Allowance or Transportation Allowance is payable while the staff is engaged in R&R Travel outside of the Host Duty Station.

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04. Limitations

4.01 If staff members married to each other, or who are domestic partners, are both assigned to the same duty station, only one staff member will be eligible for the benefits applicable to the assignment. The two staff members must elect which of them will receive the benefit. That election will be irrevocable during the time that both are assigned to the same duty station.

4.02 The Bank Group will not pay benefits under this Rule to the extent that they duplicate benefits provided by the staff member's previous employer, or the employer of the staff member's spouse or domestic partner.

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Annex A

Housing Allowance for assignments at Headquarters, Washington DC may be defined within a range of \$1,500 to \$3,000 per month for FY11.

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Annex B

Transportation Allowance for assignments at Headquarters, Washington DC may be defined within a range of \$180 to \$280 per month for FY11.

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07 Ending Employment

07.01 Ending Employment

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01. Policy Rationale and Subject, and Applicability

Policy Rationale and Subject

1.01 The purpose of this Rule is to provide for the separation of staff members from service with the Bank Group. This Rule sets forth the ways in which a staff member's separation from the service of the Bank Group may occur and provides that certain payments may be made upon separation. This Rule was most recently amended on January 24, 2011.

Applicability

1.02 Except where specified, this Rule applies to all staff members.

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02. Resignation

Resignation and Notice

2.01 A staff member may resign from service with the Bank Group by providing written notice (including by electronic means) to his or her manager, copying the Manager, Human Resources Team or Human Resources Officer. Notice must be provided as follows:

Appointment Type	Minimum Notice Period for Resignation
Open-Ended, Term, Regular, Coterminous,	30 calendar days

Local Staff Regular, Extended Term Consultant, Extended Term Temporary, Executive Director's Advisor	
Short-Term Consultant, Short-Term Temporary, Special Assignment	14 calendar days

2.02 A resignation required by [Rule 3.01, "Standards of Professional Conduct,"](#) or [Rule 5.02, paragraph. 3.02\(b\), "External Service,"](#) may be made effective on an earlier date determined by the staff member's manager, or a designated official, considering the real or apparent conflict of interest or other circumstances requiring the resignation.

Refusal or Withdrawal of Resignation

2.03 The Bank Group may decline to accept the resignation of a staff member and separate the staff member from service for cause. Once accepted, a resignation may not be withdrawn by the staff member without the expressed agreement of their manager.

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03. End of Appointment

Expiration of Term Appointment

3.01 A staff member's appointment expires on the completion of an appointment for a definite term, as specified in the staff member's letter of appointment, or as otherwise amended.

Early End of Appointments

3.02 **Extended Term Consultant, Extended Term Temporary, Short Term Consultant, Short Term Temporary, and Special Assignment Appointments** may be ended by the staff member's Manager prior to expiration on grounds that the employment is no longer required, with such advance notice to the staff member as the Manager determines consistent with the staff member's letter of appointment. A staff member separated under this paragraph is not entitled to severance payments.

3.03 **Executive Director's Advisor appointments and Term appointments for Administrative Client Support positions in the Executive Directors' offices** are coterminous with the term of the Executive Director for whom the staff member performs services. Such appointments may be renewed or extended by the incoming Executive Director. The appointment of the staff member will terminate at any time specified by the Executive Director for whom the staff member currently provides services. Notice that the appointment is terminated will be given as determined by the Executive Director.

3.04 **Coterminous Appointments** terminate upon the end or reduction of funding, as specified in the appointment letter, if not ended earlier by expiration of a stated term. Additionally, an appointment that is coterminous may be ended by the staff member's Manager at any time on grounds that the employment is no longer required, with such advance notice to the staff member as the Manager determines consistent with the staff member's letter of appointment. Coterminous appointments may not be terminated under this paragraph within one year from the effective date of the initial appointment. A staff member separated under this paragraph is not entitled to severance payments.

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04. Retirement

Applicability

4.01 This Section applies to staff members holding Open-Ended, Term, Regular, Local Staff Regular, or Coterminous appointments. [Paragraph 4.02](#) also applies to staff members holding Executive Director's Advisor appointments.

Separation by Retirement

4.02 Employment ends upon a staff member's retirement. (See [Rule 6.20, "Retirement Benefits"](#).)

Mandatory Retirement

4.03 See below:

- a. Employment of a staff member appointed after July 1, 1974, ends at the end of the month in which the staff member's 62nd birthday falls. A staff member nearing age 62 may request an extension of his or her employment. His or her employment may be extended in the interests of the Bank Group, but not longer than the end of the month in which the staff member's 65th birthday falls. The decision to extend employment will be made by the staff member's Manager at the level of Vice President or above with the advice of the staff member's Department Director and agreement of the Vice President, Human Resources.
- b. Employment of a staff member appointed on or before July 1, 1974, whose service has been continuous since that date, ends at the end of the month in which the staff member's 65th birthday falls.

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05. Mutual Agreement

Applicability

5.01 This Section applies to staff members holding Open-Ended, Term, Regular, or Local Staff Regular appointments.

Terms and Conditions

5.02 The terms and conditions upon which separation by mutual agreement is effected must be set forth in writing and contain:

- a. The date of separation;
- b. The obligations, if any, of the Bank Group and the staff member; and
- c. Severance provisions, if any.

5.03 The severance payments, if any, will not exceed the severance payments that would have been payable had the staff member's employment been terminated in accordance with [Section 8](#) of this Rule.

Decision

5.04 A mutually agreed separation must be approved by the Vice President responsible for the position, or where there is no Vice President, the responsible Department Director, with concurrence of the Vice President, Human Resources or his/her designee, and by the staff member or someone specifically authorized to act on his or her behalf for this purpose. Satisfactory evidence of another person's authority to act for the staff member must be provided upon request. Such evidence will usually be a letter, memorandum, or copy of a power of attorney duly executed by the staff member.

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06. Non-Confirmation of Appointment

Applicability

6.01 This Section applies to staff members holding Open-Ended or Term appointments.

Decisions Not to Confirm and Notice

6.02 The Bank Group may terminate the appointment of a staff member during or at the end of the probationary period as provided in [Rule 4.02, "Probation."](#) Notification will be provided to the responsible Vice President.

Notice

6.03 Notice of non-confirmation must be provided in writing to the staff member. The notice will set forth the effective date of termination, severance provisions, and (unless requested otherwise by the staff member) the reasons for termination. The effective date of separation will be 60 calendar days after the date of notification.

6.04 In lieu of all or part of the notice period, the staff member's Manager, at level GI or above, in consultation with the Vice President, Human Resources or his/her designee, may offer payment to the staff member equal to the staff member's net pay for that period. Payments in lieu of notice periods are not part of severance payments.

Severance Payment

6.05 Staff members whose appointments are not confirmed and are separated will receive a severance payment equal to one month's net pay.

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07. Ending Employment as a Consequence of Ill Health

Applicability

7.01 Except as specified in [paragraph 7.09](#), this Section applies only to staff members holding Open-Ended, Term, Regular, or Local Staff Regular appointments.

Decisions to End Employment as a Consequence of Ill Health

7.02 A staff member who is incapacitated by ill health and who is therefore unable to perform satisfactorily the usual duties of the job may be separated when:

- a. The staff member has come to the end of the short-term disability program under [Rule 6.22, "Disability Program"](#); or
- b. The staff member has been denied benefits under the short term disability program, or has declined to apply for such benefits after having been advised of the option to do so, and the Director, Health Services Department, or a Health Services physician, certifies a prognosis that the staff member will not recover sufficiently to permit resumption of the usual duties of employment within one year after such certification or before the expiration of the appointment, if it is of fixed duration.

7.03 Before the staff member's employment is terminated under paragraph 7.02 of this Rule, the Bank Group will consider whether reasonable accommodations exist that would enable the staff member to perform his or her duties pursuant to [Rule 6.22, paragraph 5.06](#). If reasonable accommodations do not exist, the decision to separate the staff member will be made by the staff member's next in-line Manager at the level GI or above in consultation with the Director, Health Services Department and with the concurrence of the Vice President, Human Resources or his/her designee.

Medical Information and Examination

7.04 A staff member whose service may be terminated because of ill health may be asked to submit medical information about his or her health to the Director, Health Services Department. After review, the Director, Health Services Department, may require the staff member to submit to medical examinations by physicians as decided by the Director, Health Services Department. The Director, Health Services Department, may also consider additional information submitted by the staff member.

7.05 Failure by the staff member to provide medical information or submit to medical examinations by physicians designated by the Director, Health Services Department within 60 calendar days after the request may lead to termination of employment with the Bank Group under this section.

Notice

7.06 A staff member whose service is terminated under this Section will be notified in writing by the Bank's Disability Coordinator, or a designated official, at least 60 calendar days prior to the effective date of separation, except that if the staff member's appointment expires before 60 calendar days, separation will occur at the expiration of the appointment.

7.07 In lieu of all or part of the notice period, the staff member's Manager, at level GI or above, in consultation with the Vice President, Human Resources or his/her designee, may offer payment to the staff member equal to the staff member's net pay for that period. Payments in lieu of notice periods are not part of severance payments.

Severance Payment

7.08 A staff member whose service is terminated under this Section will receive severance payments equal to 100 percent of the severance payments that would have been paid to the staff member had his or her employment been terminated in accordance with [Section 8 of this Rule](#). However, in no case will severance payments be made to a staff member who qualifies for long-term disability benefits under [Rule 6.22, "Disability Insurance Program."](#)

Separation for Ill-Health of Staff Members Holding Coterminous, Extended Term Consultant, Extended Term Temporary, Short Term Consultant, Short Term Temporary, or Special Assignment Appointments

7.09 A decision to terminate the employment of a staff member holding an appointment mentioned in the caption on grounds of ill health will be made by his or her Manager and next-in-line Manager in consultation with the Director, Health Services Department with such advance notice to the staff member as the Manager determines consistent with the staff member's letter of appointment. A staff member separated under this paragraph is not entitled to severance payments.

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08. Redundant Employment

Applicability

8.01 This Section applies only to staff members holding Open-Ended, Term, Regular, or Local Staff Regular appointments.

Definition of Redundant Employment

8.02 Employment may become redundant when the Bank Group determines in the interests of efficient administration, including the need to meet budgetary constraints, that:

- a. An entire organizational unit must be abolished;
- b. A specific position or set of functions performed by an individual in an organizational unit must be abolished;
- c. The responsibilities of a position no longer match the skills and experience of the incumbent and

are unlikely to do so within a reasonable period of time; or

- d. Types or levels of positions must be reduced in number.

Decision on Redundant Employment

8.03 A decision that a staff member's employment is redundant will be made by a vice president, or where there is no vice president, the responsible departmental director responsible for administering the position, in consultation with the appropriate Sector Board, Network, or other management group, where applicable, and with the concurrence of the Vice President, Human Resources or his/her designee. Where positions are reduced in number under paragraph 8.02 (d) of this Rule, the selection of staff members whose employment is redundant will be made on the basis of managerial judgment about the skills needed by the Bank Group to carry out its work effectively, taking into account the following factors:

- a. The performance (including professional and work-place behavior) of staff members;
- b. Whether the abilities and experience of staff members can be used elsewhere in the Bank Group; and
- c. The existence of volunteers for termination who are willing to accept severance payments pursuant to [paragraph 8.08](#) of this Rule.

Notice of Redundancy

8.04 Staff members will receive a written notice of redundancy. The notice will state that the staff member's employment is redundant, and that unless the staff member is reassigned, the staff member's employment will be terminated six months from the effective date of the notice of redundancy.

Payment In Lieu of Notice

8.05 In lieu of all or part of the notice period, the staff member's Manager, at level GI or above, in consultation with the Vice President, Human Resources or his/her designee, may offer payment to the staff member equal to the staff member's net pay for that period. Payments in lieu of notice periods are not part of severance payments.

Reassignment and Retraining

8.06 Following the effective date of the notice of redundancy, the Bank Group will assist redundant staff in seeking another position within the Bank Group by providing access to MyJobWorld and to a job search specialist. Staff are responsible for applying to existing vacancies in MyJobWorld. Placement also may be offered in a vacant lower level job in accordance with [Rule 5.06. "Assignment to Lower Level Positions."](#)

8.07 Following the effective date of the notice of redundancy, redundant staff may receive retraining, which may include on-the-job training, for an existing or known prospective vacancy where the manager agrees to accept the assignment of the staff member after a reasonable period of retraining. The cost of such training may not exceed three months of the staff member's net salary and training must begin at least 60 calendar days prior to the staff member's termination date.

Severance Payments

8.08 Staff members whose appointments are terminated on grounds of redundancy will be entitled to severance payments equal to the larger of:

- a. Three months' net pay; or

- b. One month net pay for each complete year of continuous service, up to a maximum of 18 years.

Severance payments may not exceed the maximum annual net salary for the level GH, or net pay for the number of months remaining until a staff member's mandatory retirement date, or until the expiration of the staff member's appointment. In this Section, the term "continuous service" means continuous service in one or more of the following appointment types: Open-Ended, Term, Regular, Fixed-Term, Local Staff Regular, or Local Staff Fixed-Term.

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09. Abandonment of Office

Applicability

9.01 This Section applies to all appointment types.

Decision to Separate for Abandonment of Office

9.02 A staff member abandons office when he or she fails without excuse acceptable to the manager responsible for the position, to make himself or herself available to perform official duties for the following periods:

- a. A continuous period of 20 working days; or
- b. A period of time less than 20 working days or recurring periods of less than 20 working days each if the manager has a reasonable basis to conclude that the staff member has abandoned his/her office.

9.03 After reasonable attempts are made to contact a staff member and to warn of the possibility of termination if the staff member does not report to duty, a decision to separate a staff member for abandonment of office will be made by the Manager of the Manager responsible for the position (at Level GI or above) in consultation with the Manager, Human Resources Team or a designated official.

Notice

9.04 Notice of termination of employment for abandonment of office may be given immediately following a decision to separate. If the whereabouts of the staff member are unknown and cannot be discovered after reasonable effort, notice may be given to the staff member's spouse, domestic partner or other known person with whom the staff member is likely to maintain contact. A copy of such notice will, however, be addressed to the staff member at his or her last known address.

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10. Misconduct and Behavior Reflecting Adversely on the Reputation and Integrity of the Bank Group

Decision to Separate for Misconduct or Other Misbehavior

10.01 A staff member may be separated by the Vice President, Human Resources or designated official pursuant to [Rule 3.00 "Office of Ethics and Business Conduct"](#) or [Rule 8.01, "Disciplinary Proceedings."](#)

Notice

10.02 Notice of separation for reasons of misconduct or other misbehavior will be given as provided in [Rule 3.00 "Office of Ethics and Business Conduct"](#) or [Rule 8.01, "Disciplinary Proceedings"](#) and may be summary.

Severance Payment

10.03 A staff member whose employment is terminated under [Rule 3.00 "Office of Ethics and Business Conduct"](#) or [Rule 8.01, "Disciplinary Proceedings"](#) will not receive severance payments.

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11. Unsatisfactory Performance

Applicability

11.01 Except as specified in [paragraph 11.05 of this Rule](#), this Section applies only to staff members holding Open-Ended, Term, Regular, or Local Staff Regular appointments.

Decision to Separate for Unsatisfactory Performance

11.02 A decision to separate a staff member for unsatisfactory performance may be made by the Manager of the staff member's Manager or Designated Supervisor, at level G1, or above, on the basis of a recommendation from the staff member's Manager or Designated Supervisor, taking into account the comments of the staff member, if any, as specified in paragraph 3.03 of [Rule 5.03, Performance Management Process](#), with the concurrence of the Director, Human Resources, Client Services for Bank staff or for IFC staff, the Director of Human Resources and, where the decision maker is not a Vice President, the concurrence of the Vice President of the Manager making the decision.

Notice

11.03 A staff member who is being separated for unsatisfactory performance will be notified in writing, at least 60 calendar days prior to the effective date of separation. If the person making the decision to separate, decides it is in the interest of the Bank Group to do so, a lump sum payment may be made to the staff member in lieu of notice. This payment will equal the staff member's net pay for the period between the effective date of separation and the end of the period of notice of termination which the staff member has received. A payment in lieu of a period of notice is not part of a severance payment.

Severance Payment

11.04 A staff member separated for reasons of unsatisfactory performance is not entitled to severance payments.

Separation for Unsatisfactory Performance of Staff Members Holding Extended Term Consultant, Extended Term Temporary, Short Term Consultant, Short Term Temporary, or Special Assignment Appointments

11.05 A decision to separate a staff member holding an appointment mentioned in the caption on grounds of unsatisfactory performance will be made by the staff member's Manager or Designated Supervisor, with such advance notice to the staff member as that manager determines, or as provided in the letter of appointment. A staff member separated under this paragraph is not entitled to severance payments.

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12. Administration of Severance Payments

Form of Payment

12.01 Severance payments to which staff members are entitled, or which may be given at the discretion of the Bank Group, will be paid in a lump sum on the last day of the staff member's service, unless the Vice President, Human Resources or his/her designee, determines that they will be paid on a different schedule or administered in the form of a special leave as provided in [Section 13](#) of this Rule.

Coordination with Disability Payments

12.02 Staff members eligible for severance payments under this Rule are subject to coordination of benefits if they are also entitled to disability benefits under [Staff Rule 6.22, "Disability Insurance Program."](#) Coordination of benefits means that staff cannot receive more than 100% of their net pay in respect of the same period of time. Coordination will be effected by paying the severance amount in the form of special leave at 100% of net pay and suspending disability payments for the duration of the severance payments. In the event the staff member ceases to qualify for disability payments during the period of the severance payments, special leave will cease and any balance of severance will be paid in a lump sum. In the event the staff member continues to qualify for disability benefits after the severance payments have ended, disability payments will then resume.

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13. Special Leave

Applicability

13.01 Special leave provisions apply only to staff members holding Open-Ended, Term, Regular, or Local Staff Regular appointments.

Decision on Special Leave

13.02 With agreement of the staff member, the Vice President, Human Resources or his/her designee, may place an eligible staff member on special leave for a duration not exceeding the number of months of severance to be paid in the following circumstances:

- a. To bridge him or her to the earliest commencement date for an immediate pension, or to the 5 years of service requirement to qualify for retiree medical coverage;
- b. To remain under a doctor's care for a serious illness, as certified by the Bank's Health Services Department;
- c. To bridge him or her to 15 years of service so as to qualify for U.S. residency; or
- d. To delay return to his/her country of citizenship because of serious political instability.

The period of special leave granted will bring the staff member to the minimum date specified above.

13.03. The Vice President, Human Resources or his/her designee, may place an eligible staff member on special leave as provided in [paragraph 12.02](#) of this Rule to coordinate benefits with disability benefits under [Staff Rule 6.22, "Disability Program."](#)

Terms of Special Leave

13.04 While on special leave, the staff member may receive periodic severance payments in an amount and during a period specified in writing. The staff member's separation will be effective upon expiration of special leave and a lump sum payment will be made for the remainder of his or her severance period. The terms of special leave are:

- a. Special leave commences the calendar day after the date the staff member's active work status ceases.
- b. A staff member on special leave is not required to observe a work schedule nor to perform the usual duties of employment. He or she may, however, be required to perform specific tasks for the Bank Group upon request of the Vice President, Human Resources or his/her designee, (or the Vice President, Human Resources, in the case of an IFC staff member), or a designated

- official. Unless otherwise provided, a staff member on special leave remains subject to the obligations and rights of a staff member.
- c. A staff member on special leave who participates in the Staff Retirement Plan continues to do so according to its terms until his or her separation from service occurs. A staff member on special leave who participates in medical and life insurance programs of the Bank Group may continue to participate in such programs provided he or she continues to contribute his or her share of the cost.
 - d. A staff member on special leave will not be entitled to salary adjustments unless the salary adjustments are effective before the staff member's special leave commences.
 - e. A staff member on special leave does not, commencing with the effective date of special leave, accrue annual leave or sick leave, or service towards home country travel, mobility premium, separation grant, or spouse travel points.
 - f. A staff member on special leave is not eligible to apply for financial assistance (other than emergency assistance).
 - g. Special leave ends and separation from the service of the Bank Group occurs upon the date agreed between the staff member and the Bank Group, the date the staff member resigns, or the date the staff member accepts employment elsewhere, except as the Vice President, Human Resources or his/her designee, (or the Vice President, Human Resources, in the case of an IFC staff member), may determine.
 - h. At his or her discretion, the Vice President, Human Resources (or the Vice President, Human Resources, in the case of an IFC staff member), or his/her designee, may convert periodic severance payments to a lump sum payment when it is determined to be in the best interest of the Bank Group.

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14. Other Assistance

14.01 Staff members whose employment is being terminated pursuant to [Section 8](#) of this Rule and who are eligible for severance payments will be entitled to the following assistance:

- a. An allowance for economy class air travel for the staff member and his or her spouse or domestic partner for job or housing search purposes in the amount specified for travel to the staff member's home country under [Rule 6.13, "Home Country Travel, para. 3.01 \(a\);"](#)
- b. Outplacement counseling services provided by the Bank Group; and
- c. Education benefits in respect of costs for eligible dependent children for the remainder of the academic year in which special leave commences or, if there is no special leave, in which separation has occurred..

14.02 The Vice President, Human Resources, or his/her designee, (or the Vice President, Human Resources, in the case of an IFC staff member), will determine whether a staff member whose employment is being terminated pursuant to [Section 8](#) of this Rule will be eligible for retraining, and other assistance as may be appropriate, subject to a maximum of 3 months' net salary, or a payment in lieu thereof not to exceed 1 ½ months' net salary.

14.03 The Vice President, Human Resources, or his/her designee, (or the Vice President, Human Resources, in the case of an IFC staff member), will also determine whether a staff member whose employment is being terminated by mutual agreement pursuant to [Section 5](#) of this Rule will be eligible for assistance, if any, provided in [paragraphs 14.01](#) and [14.02](#) above.

15. Exit Requirements

15.01 Staff members leaving the service of the Bank Group are required to be present at the place last posted for duty on the day on which their termination is effective, unless the staff member's Manager otherwise decides, with concurrence from the Human Resources Team Manager.

15.02 Staff members leaving the service of the Bank Group are required to settle outstanding loans and other financial obligations to the Bank Group on or before the date of separation, and to return properties issued to them in their official capacity to appropriate administrative offices. They must also contact the appropriate officers in Human Resources regarding administrative requirements for separation and payment of their benefits. In accordance with [Rule 11.01](#), the Bank Group may offset outstanding obligations through deductions from payments otherwise to be made to staff members upon or subsequent to separation or by withholding the Bank Group subsidy for retiree medical insurance, if applicable.

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07 Ending Employment

07.02 Benefits on Ending Employment

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01. Subject, Applicability and Definitions

Subject and Policy Rationale

1.01 The purpose of the benefits in this Rule is to provide reasonable assistance to staff members who resettle at the end of Bank Group employment. This Rule was most recently amended on December 30, 2008.

Applicability

1.02 Except as otherwise specified, this Rule applies to staff members holding Regular, Open-Ended, Term, or Executive Director's Assistant.

Definitions

1.03 In addition to the definitions in Rule 1.01, for purposes of this Rule, the following definitions apply:

- a. **Designated Official** refers to the individual authorized to act for the responsible manager.
- b. **Home Country** means the country of which the staff member is a citizen at the time of appointment, or if a staff member is a citizen of more than one country, the country of citizenship in which the staff member had resided most recently prior to appointment to the Bank Group, unless otherwise determined by the Manager, Human Resources Service Center, or a designated official. In the case of staff members appointed on or after January 29, 1985, who are permanent residents of a country other than the country of citizenship, the home country means the country of which the staff member is a permanent resident.
- c. **Place of Resettlement** means a destination outside a staff member's duty station area.
- d. **Resettlement** means moving a staff member's residence to the place of resettlement.
- e. **Termination Date** means a staff member's last day of active service with the Bank Group.

- f. **Inter-Continental Move.** The term "inter-continental move" refers to a move from one continent to another, as determined by the Bank Group's Human Resources Service Center.
- g. **Intra-Continental Move.** The term "intra-continental move" refers to a move within the same continent, as determined by the Bank Group's Human Resources Service Center.

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02. Eligibility

2.01 Upon termination of employment with the Bank Group, a staff member holding a position subject to international recruitment at the time of appointment will be eligible for resettlement benefits after 2 years of service or at the end of an appointment of limited duration, whichever is earlier.

2.02 Upon termination of employment with the Bank Group from a headquarters position, a staff member appointed to a Regular or Fixed-Term appointment on or before June 30, 1998 in a position subject to local recruitment will be eligible for resettlement benefits after 5 years of service.

2.03 Upon termination of employment, a staff member appointed to an Open-ended or Term appointment on or after July 1, 1998 in a position subject to local recruitment will not be eligible for resettlement benefits defined in this Staff Rule. However, Bank managers may provide, from respective administrative budgets, a cash allowance of up to \$10,000 to assist with costs associated with their resettlement.

2.04 Upon termination of employment, a staff member appointed to an Extended Term Consultant or Extended Term Temporary position will not be eligible for the resettlement benefits defined in this Rule. However, Bank managers may provide, from respective administrative budgets, an allowance of up to \$5,000 to assist with costs associated with their resettlement.

2.05 The Manager, Human Resources Service Center, or a designated official, may waive the service requirements set forth in [paragraphs 2.01](#) and [2.02](#) and provide some or all of the resettlement benefits under this Rule to a staff member terminated from employment at the initiative of the Bank Group.

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03. Resettlement Travel and Grant

Travel

3.01 *Mode and Class of Travel.* The Bank Group will provide a staff member and immediate family members resettlement travel by the most direct and cost-effective route as follows:

- a. first class air for a staff member with continuous service since February 20, 1974; or
- b. less than first class air; or
- c. first class rail or bus where no air travel facilities are available for all or a portion of the resettlement travel; or
- d. payment for mileage for travel by private or rental automobile in the amount specified in Administrative Policy 3.10, for all or a portion of the resettlement travel.

3.02 *Travel by Sea.* All or part of resettlement travel may be by sea provided that the combined cost of air and sea travel borne by the Bank Group does not exceed the cost which would have been borne by the Bank Group for air travel in the applicable class and that the sea journey is on a direct route to the place of resettlement.

3.03 *Travel by Children*. When traveling by air, children aged 6 months or older will be eligible for a child's fare with a confirmed seat. Children less than 6 months will be eligible for an infant fare with no seat. The fares will be determined in accordance with airline regulations. Children traveling by rail or bus will be provided with the most cost-effective fares available under the regulations of the carrier.

Resettlement Grant

3.04 The Bank Group will pay a resettlement grant to a staff member to help defray costs associated with preparations during a move to and settling-in at the place of resettlement, including the cost of transporting pets. The amount of the resettlement grant will be \$5,000 for a staff member resettling without dependent children, and \$7,000 for a staff member resettling with dependent children.

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04. Shipment of Personal and Household Effects

4.01 **Personal and Household Effects**. The Bank Group will provide for the shipment of a staff member's personal and household effects from the duty station to the place of resettlement as follows:

- a. A lump-sum **Excess Baggage Grant** equal to \$1800.
- b. Surface Shipment of up to a 40 ft. container via the most cost effective route and mode of transportation.

4.02 One automobile, unboxed and uncrated, will be transported from a staff member's duty station to the place of resettlement.

4.03 The Bank Group will not arrange or pay for the transportation, shipment or insurance of pets, livestock or other animals, plants, firearms, ammunition, heavy machinery, watercraft, aircraft, or motor vehicles other than automobiles.

4.04 **Split Shipment**. Only one surface freight shipment, other than an automobile, of personal and household effects will be transported at Bank Group expense. Should a staff member present in advance a valid reason for not shipping all of the personal and household effects in one shipment, an exception may be authorized by the Manager, Human Resources Service Center, or a designated official, to ship two 20' containers in place of one 40' container, subject to the following:

- a. The two 20' containers must either have the same destination or the same point of origin.
- b. The cost of the two shipments will be limited to the cost of shipping one 40' container. Any excess costs will be borne by the staff member.

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05. In-Transit Storage of Personal and Household Effects

5.01 The Bank Group will provide for commercial storage of a staff member's personal and household effects for a total of 90 calendar days whether at the point of origin or destination of the shipment while they are in transit. Staff will be responsible for covering the cost of any storage in transit in excess of 90 days.

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06. Insurance and Customs Charges

6.01 *Insurance*. The Bank Group will provide for the insurance of a staff member's personal and household effects while in transit or storage as follows:

- a. full premium for up to \$200,000 of insurance coverage; and
- b. one-half of the premium for any additional insurance coverage.

6.02 *Automobile Insurance.* The Bank Group will provide for insurance of a staff member's automobile while it is in transit. The valuation of the automobile for insurance purposes may not exceed the market value of the automobile in the place of resettlement.

6.03 *Customs Charges.* The Bank Group will not pay any customs, import, export or related charges which may be levied on the shipment of a staff member's personal and household effects or automobile.

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07. Optional Removal Grant

7.01 At the option of a staff member, the Bank Group will pay a removal grant in lieu of all benefits described in sections 4, 5, and 6 of this Rule as follows:

- a. For inter-continental moves, staff with a family size of 2 or more may be eligible to receive \$14,000; staff with a family size of 1 may be eligible to receive \$10,000.
- b. For intra-continental moves, staff with a family size of 2 or more may be eligible to receive \$12,000; staff with a family size of 1 may receive \$8,000.

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08. Resettlement of Remains

8.01 If a staff member or an immediate family member dies during a staff member's service, the Bank Group will bear the cost of moving the remains to the locale of burial, if such locale is outside the duty station area.

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09. Resettlement of Immediate Family

9.01 Immediate family members will be resettled at the same time as a staff member. The Manager, Human Resources Service Center, or a designated official, may authorize resettlement at different times of:

- a. a staff member's former spouse after legal separation or divorce, former domestic partner after termination of a domestic partnership, or surviving spouse/domestic partner after the death of a staff member; and
- b. a dependent child after he or she ceases to be a dependent, or who accompanies a former spouse, or a former domestic partner being resettled at Bank Group expense.

9.02 If immediate family members resettle at a different time than a staff member, the Bank Group will provide, to each immediate family member, resettlement travel by less than first class air. In these cases the staff member can opt for a split shipment of personal and household effects in accordance with paragraph 4.04 of this Rule.

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10. General Rules Applicable to Resettlement

Time Limit

10.01 *Staff Member And Immediate Family Resettling Together.* Resettlement travel and shipment of a

staff member's automobile and personal and household effects must commence no later than 12 months after a staff member's termination date. The Manager, Human Resources Service Center, or a designated official, may approve an extension not to exceed 6 months if:

- a. a staff member is employed by the Bank Group during the period of extension under an appointment that does not qualify for resettlement; or
- b. a staff member demonstrates that resettlement within 12 months after the termination date would cause undue hardship.

10.02 Staff Member and Immediate Family Resettling at Different Times. Resettlement travel and shipment of personal and household effects of immediate family members who resettle at a different time than a staff member must commence no later than 12 months after the date of a legal separation, divorce, termination of a domestic partnership, or death of a staff member, or the date that a dependent child ceases to be a dependent, as applicable. The Manager, Human Resources Service Center, or a designated official, may approve an extension not to exceed 6 months if an immediate family member demonstrates that resettlement within 12 months would cause undue hardship.

Proof of Resettlement

10.03 A staff member is required to certify in writing that he or she intends to reside at the place of resettlement. Normally, this intention will be established when a staff member moves substantial personal and household effects to the place of resettlement. The Bank Group may request a staff member to provide evidence showing that resettlement took or will take place.

Limitations

10.04 *Cost Limitation.* The Bank Group will provide resettlement benefits to:

- a. any place within the staff member's home country, or
- b. another country (including the duty station country), provided that the cost borne by the Bank Group does not exceed the cost of resettlement to the staff member's home country. Where a staff member's home country is the United States, the cost borne by the Bank Group will not exceed the cost of resettlement to San Francisco.

10.05 *Duplication of Benefits.*

- a. The Bank Group will not pay resettlement benefits to the extent that they duplicate benefits provided by the staff member's next employer or the employer of the staff member's spouse or domestic partner.
- b. Staff members availing themselves of any of the resettlement benefits provided in this Staff Rule will forfeit all claims to any benefits or allowances provided for resettlement under any other Bank Group program.

10.06 *Bank Group and IMF Couples.* If a staff member is: (a) married to, or (b) has registered as a domestic partner, or (c) is a registered domestic partner of a staff member of the Bank Group or IMF, for purposes of resettlement benefits, they will be treated as a family unit with one receiving benefits as a staff member, the other receiving benefits as a spouse or a domestic partner, and dependent children receiving benefits based on the eligibility of one staff member.

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11. Separation Grant

Eligibility

11.01 A staff member appointed to a Regular, Fixed-Term, or Executive Director's Assistant appointment on or before April 14, 1998 is eligible for a separation grant after at least 5 years of continuous service in a Regular, Fixed-Term, Open-Ended, Term, or Executive Director's Assistant appointment. The separation grant is paid when the staff member terminates employment with the Bank Group or when the staff member transfers from a Headquarters appointment to a Country Office appointment. A staff member who is re-appointed or transfers back to a Headquarters appointment after April 14, 1998 does not become eligible for a separation grant.

Amount of the Grant

11.02 *Staff Member Resettles Outside the Duty Station Country.* A staff member who resettles outside the duty station country after the employment termination date will receive a separation grant in the amount of 2 weeks of final net salary for each full year of qualifying service, and 1/365th of two weeks of final net salary for each additional day of qualifying service.

11.03 *Staff Member Remains In the Duty Station Country.* A staff member who remains in the duty station country after the employment termination date will receive a separation grant in the amount of two-thirds of the amount calculated under [paragraph 11.02](#).

11.04 *Qualifying Service.* For purposes of this section, the term "qualifying service" means service after July 1, 1979, excluding:

- a. service in excess of 26 years;
- b. service during periods of external service without pay and leave without pay of 31 calendar days or more;
- c. service during special leave for a staff member who receives a notice of redundancy under [Rule 7.01](#) on or after July 1, 2000, or whose mutually agreed separation under [Rule 7.01](#) is effective on or after July 1, 2000; and
- d. service while holding a country office appointment.

Payment In Event of Staff Member's Death

11.05 If a staff member dies while in Bank Group service, the separation grant will be paid to a surviving spouse or domestic partner, or where there is no surviving spouse or domestic partner but there are surviving children, in equal shares to the surviving children. In such circumstances, the separation grant is calculated as follows:

- a. the full separation grant, if immediate family members resettle at Bank Group expense outside the duty station country; and
- b. two-thirds of the full separation grant, if immediate family members do not resettle at Bank Group expense outside the duty station country.

11.06 If the deceased staff member has no surviving spouse, domestic partner, or children, two-thirds of the separation grant will be paid to the staff member's estate.

Tax Allowance

11.07 The Bank Group will pay a tax allowance in respect of a separation grant to an eligible staff member in accordance with the provisions of [Rule 6.04](#).

Estate Taxes

11.08 Except as specified in [paragraph 11.07](#), the Bank Group will not pay allowances for any estate,

inheritance, or other taxes that may be levied on the payment of the separation grant, either to the staff member's estate or to the surviving spouse, domestic partner, or children.

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12. Special Termination Provisions for Extended Term Consultant and Extended Term Temporary Appointments

12.01 Upon termination of such appointments, staff members holding Extended Term Consultant and Extended Term Temporary appointments will be eligible to receive a lump sum indemnity payment equal to 15% of final annual salary divided by 365 for each day of service during said Extended Term Appointment.

12.02 If said staff members are subsequently hired by the Bank in appointments permitting participation in the Bank's Staff Retirement Plan, they will not receive service credit in said Staff Retirement Plan for service rendered under Extended Term Consultant or Extended Term Temporary Appointments.

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13. Expiration Payment for Term Staff

13.01 To address concerns that Term appointments provide less job security than Open Ended appointments, staff who have five or more continuous years of service in Term appointments, whose employment with the Bank Group ends due to expiration of their appointment on or after July 1, 2009, will be paid, upon termination of employment, an Expiration Payment equal to one month's net pay for each year of continuous service under Term appointments, up to a maximum of 9 years.

13.02 The Expiration Payment is a contingent benefit – it will not be paid if a Staff member converts to an Open Ended appointment, rejects an offered extension of appointment or ends employment for any reason other than expiration of their Term appointment.

13.03 Service under a Coterminous Term, Extended Term Consultant or Extended Term Temporary appointment will not be counted as service for purposes of the Expiration Payment.

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08 Misconduct Policy and Procedure

08.01 Disciplinary Proceedings

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[Annex A: Conduct of Disciplinary Proceedings](#)

01. Subject, Applicability and Scope

Subject

1.01 This Rule governs disciplinary proceedings, and the associated reporting, investigative and decision-making process, arising from allegations of misconduct involving:

- a. Misuse of Bank Group funds or other public funds (e.g., donor trust funds) for personal gain of oneself or another in connection with Bank Group operations, corporate procurement, or Bank Group administrative budgets (except for travel, benefits, allowances (including tax allowances), P-Card, petty cash or Bank Group property), loans, credits, grants, or donor trust funds;
- b. Abuse of position in the Bank Group for the personal gain of oneself or another in connection with Bank Group operations, corporate procurement, or Bank Group administrative budgets (except for travel, benefits, allowances (including tax allowances), P-Card, petty cash or Bank Group property), loans, credits, grants or donor trust funds; or
- c. Fraud, corruption, coercion, collusion, or offering, receiving or soliciting bribes, kickbacks or other (e.g., in-kind) personal benefits involving Bank Group financed/supported operations or corporate procurement; or embezzlement from Bank Group administrative budgets, loans, credits, grants or donor trust funds.

1.02 This Rule does not apply to allegations of misconduct to be addressed by the Office of Ethics and Business Conduct in accordance with [Staff Rule 3.00](#); provided however, and subject to paragraph 1.03 below, INT may conduct preliminary inquiries or investigations in accordance with this Rule, into:

- a. other allegations of misconduct related to, or arising from, allegations of misconduct set forth in paragraph 1.01 above; and
- b. if in the interests of efficiency in the investigative or decision-making process, other allegations of misconduct identified during a preliminary inquiry or investigation not related to, or arising from, allegations of misconduct set forth in paragraph 1.01 above.

1.03 If at any time the Vice President, INT, or the Chief Ethics Officer determines that there is a question as to whether all or any portion of a matter falls within the scope of authority of EBC or that of INT, the Vice President, INT, and the Chief Ethics Officer shall consult with each other to resolve the question.

1.04 A summary of staff rights, obligations, and procedural safeguards in the conduct of disciplinary proceedings under this Rule, as well as an overview of the process, is provided in Annex A to this Rule. This Rule was most recently amended on July 1, 2009.

Applicability

1.02 This Rule applies to all staff members and former staff members regarding actions taken in the course of their employment.

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02. Misconduct

2.01 Misconduct does not require malice or guilty purpose, and it includes, but is not limited to, the following acts and omissions:

- a. Failure to observe Principles of Staff Employment, Staff Rules, and other duties of employment. Examples of such failure may include failure to observe Bank Group personnel information policies, public information disclosure policies, information security policies, or procurement policies; unauthorized use of Bank Group offices, equipment, computer resources or staff; abuse of authority; or abuse or misuse of Bank Group funds or other public funds (e.g., donor trust funds) or Bank Group property.
- b. Reckless failure to identify, or failure to observe, generally applicable norms of prudent professional conduct; failure to perform assigned duties; gross negligence in the performance of assigned duties; performance of assigned duties in an improper or reckless manner; failure to know, and observe, the legal, policy, budgetary, and administrative standards and restrictions imposed by the Bank Group; undertaking an activity where authority to do so has been denied; or willful misrepresentation of facts intended to be relied upon.
- c. Acts or omissions in conflict with the general obligations of staff members set forth in Principle 3 of the Principles of Staff Employment and [Staff Rules 3.01 through 3.06](#).
- d. Misuse of Bank Group funds or other public funds for personal gain of oneself or another in connection with Bank activities or employment, or abuse of position in the Bank for personal gain of oneself or another.

Reporting of Suspected Misconduct

2.02 Reporting of allegations of suspected misconduct involving the matters set forth in paragraph 1.01 of this Rule shall be handled in accordance with the provisions of this paragraph 2.02, paragraph 2.03 and Section 5 below, and [Staff Rule 8.02, "Protections and Procedures for Reporting Misconduct \(Whistleblowing\)."](#)

- a. **Fraud or Corruption.** A staff member has a duty to report suspected fraud or corruption in BankGroup-supported operations and projects or in the administration of Bank Group business to his or her line management (*i.e.*, the staff member's direct manager or any higher official in the staff member's management chain up to the Vice Presidential level) or to INT. A manager who suspects or receives a report of suspected fraud or corruption has an obligation to report it to INT.
- b. **Other Misconduct.** A staff member is encouraged to report all other forms of misconduct to his or her line management or EBC, but is not required to do so. A manager who suspects or receives a report of suspected misconduct, however, has an obligation to report it to EBC. With respect to reports of suspected misconduct that may threaten the operations or governance of the Bank Group, the provisions of [Staff Rule 8.02](#) shall apply.
- c. **Additional Reporting Channels.** Where a staff member has grounds to believe that reporting suspected misconduct (whether fraud, corruption, or other misconduct) to line management and INT would subject the staff member to retaliation or create a likelihood that evidence relating to the suspected misconduct will be concealed or destroyed, the staff member may report suspected misconduct directly to the President, a Managing Director, the Senior Vice President and Group General Counsel, or the Vice President, Human Resources, as the staff member may prefer, with a request that an alternative reviewer outside INT be designated to review the report of suspected misconduct as further set forth in paragraph 4.04 below. Reports of suspected misconduct involving Board Officials should be submitted to the Ethics Committee of the Board as provided in the Code of Conduct for Board Officials.
- d. **Timing.** To facilitate effective investigation and remediation, staff members should report suspected misconduct as soon as possible after becoming aware of the suspected misconduct.
- e. **Supporting Information.** A report should be accompanied by any information or evidence in the staff member's possession that would support a belief that misconduct may have occurred.
- f. **Knowingly False or Reckless Allegations.** A staff member's transmission of allegations that are

knowingly false or made with reckless disregard as to whether they are true or false itself constitutes misconduct and shall subject the staff member to proceedings under Staff Rule 3.00.

Prohibition of Retaliation

2.03 Retaliation by a staff member against any person who provides information about suspected misconduct under this Rule is expressly prohibited and shall subject the staff member to proceedings under Staff Rule 3.00.

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03. Disciplinary Measures

3.01 Disciplinary measures may be imposed whenever there is a finding of misconduct. Upon a finding of misconduct, disciplinary measures, if any, imposed by the Bank Group on a staff member will be determined on a case-by-case basis. Any decision on disciplinary measures will take into account such factors as the seriousness of the matter, any extenuating circumstances, the situation of the staff member, the interests of the Bank Group, and the frequency of conduct for which disciplinary measures may be imposed. In addition to the provisions set forth under [Staff Rule 3.00](#), paragraph 10.09, termination of service will be mandatory, where it is determined that a staff member has engaged in the misuse of Bank Group funds or other public funds for the personal gain of oneself or another in connection with Bank Group activities or employment, or has engaged in the abuse of position in the Bank Group for the personal gain of oneself or another.

3.02 Where termination is mandatory under this Rule, the President, or the President's designee appointed to review the case, retains full and sole discretion to determine otherwise where there has been a manifest lack of due process in the relevant case. For cases involving IFC staff, the President, or the President's designee, will consult with Vice President, Human Resources for IFC before making a mandatory termination decision.

3.03 Depending on the circumstances of the case, one or more of the following disciplinary measures may be taken by the Bank Group when misconduct is determined to have occurred, provided the determination is made within three years from the date the misconduct is discovered, except that no time limitation will apply to a determination of misconduct for which mandatory termination is to be imposed:

- a. Oral or written censure;
- b. Suspension from duty with pay, with reduced pay, or without pay;
- c. Restrictions on access to the Bank's premises;
- d. Restitution, compensation or forfeiture payable to the Bank Group from a staff member's pay or benefits, or through a reduction or elimination of a salary increase in respect of a prior year in which it is later determined misconduct occurred, either to penalize a staff member or to pay the Bank Group for losses attributable to misconduct;
- e. Removal of privileges or benefits, whether permanently or for a specified period of time;
- f. Reassignment;
- g. Assignment to a lower level position;
- h. Demotion without assignment to a lower level position;
- i. Reduction in future pay, including the withholding of future pay increases;
- j. Termination of appointment; and
- k. Loss of future employment and contractual opportunities with the Bank Group.

Suspension of Payment of Benefits Due Upon Termination

3.04 If a staff member terminates from service while a misconduct investigation is ongoing, the Vice President, Human Resources for the Bank may suspend payment of all benefits due to the staff member upon termination, except for benefits due under the Staff Retirement Plan, until a decision on misconduct is made provided that:

- a. there is a reasonable basis to believe that the staff member may be required to pay restitution or to

- otherwise compensate the Bank Group for financial losses attributable to the staff member's actions;
- b. the suspended funds will earn interest at the savings account rate offered by the Bank-Fund Credit Union during the period of the suspension, if posted in Headquarters, and the local savings account rate determined by the head of the country office, if posted in a country office;
- c. suspension of payment is unlikely to cause undue hardship for the staff member;
- d. the staff member is notified of the decision to suspend payment of benefits, the reasons for the suspension, and of the right to appeal the decision directly to the Administrative Tribunal; and
- e. payment of benefits shall not be suspended for longer than one year, except where the Vice President, Human Resources for the Bank determines that additional time is needed to complete an investigation.

For cases involving IFC staff, the Vice President, Human Resources for IFC will be consulted before a decision to suspend payment of benefits is made.

3.05 If the staff member is determined to owe funds to the Bank Group when a decision on misconduct is made, those funds may be deducted in full from any benefits suspended under paragraph 3.04. If the staff member is determined not to owe funds to the Bank Group, the benefits shall be paid to the staff member in full, plus interest, within 30 days from the date that the decision on misconduct is made.

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04. Disciplinary and Decision-Making Process

Initiating the Investigative Process

4.01 The investigative process may be initiated by the Bank Group whenever conduct within the scope of paragraphs 1.01 or 1.02 of this Rule for which disciplinary measures may be imposed is reported to INT, or to the Vice President, Human Resources for the Bank or the Vice President, Human Resources for IFC.

Preliminary Inquiry

4.02 Where an allegation of misconduct as set forth under paragraph 1.01 is reported, a preliminary inquiry may be undertaken if necessary to determine whether there is sufficient evidence to warrant further proceedings. INT will conduct all preliminary inquiries, except where INT requests a staff member's manager, or where the President or the Vice President, Human Resources for the Bank designates a person outside of INT, to conduct the inquiry. For cases involving IFC staff, the President or the Vice President, Human Resources for the Bank will consult with the Vice President, Human Resources for IFC, before designating a person outside of INT to conduct the preliminary inquiry. Where it is determined there is a sufficient basis to merit further proceedings, an investigation will be undertaken to determine the substance and circumstances of the matter.

Notification of Alleged Misconduct

4.03 Where it is determined that there is a sufficient basis to merit an investigation, the staff member will be notified in writing of the alleged misconduct at the onset of the investigation. The notice will include a description of the allegations made against the staff member, and a summary of the staff member's rights and obligations.

Conduct of Investigation

4.04 INT will conduct all investigations that fall within the scope of acts or omissions listed in paragraph 1.01 above except (a) where INT requests a staff member's manager to conduct the investigation or (b) where the President, a Managing Director, the Senior Vice President and Group General Counsel, or the Vice President, Human Resources for the Bank designates a person outside of INT to conduct the investigation. Any designation of an alternative reviewer outside INT, pursuant to subparagraph (b) above, shall require prior authorization of the President, so as to avoid potentially conflicting designations by the aforementioned officials; and, for cases involving IFC staff, consultation with the Vice President, Human Resources for IFC. An alternative reviewer may be any person outside INT, including an external reviewer from outside the Bank Group. Reports of suspected misconduct involving INT shall be reviewed by an alternative reviewer outside INT. Reports of suspected misconduct involving Board Officials shall be handled by the Ethics Committee of the Board in accordance with the Code of Conduct for Board Officials.

Gathering of Information

4.05 The person conducting a preliminary inquiry or an investigation may:

- a. Call upon any staff member for the production of documents believed to have probative value;
- b. Interview any staff member who is believed to have knowledge of the events in question; and
- c. Consult persons believed to have, or materials believed to contain, information of probative value to the investigation.

Duty to Cooperate

4.06 A staff member who is the subject of a preliminary inquiry or an investigation has a duty to cooperate with the person conducting the investigation. A staff member believed to have knowledge relevant to a preliminary inquiry or an investigation also has a duty to cooperate absent a showing by the staff member of reasons, determined by the person conducting the investigation, to be sufficient to justify failure to cooperate. Failure or refusal to cooperate may constitute misconduct under this Rule.

Administrative Leave

4.07 The Vice President, Human Resources for the Bank, or a Managing Director, may place a staff member on Administrative Leave pending completion of an investigation. Administrative leave can last up to six months, and can be extended when the Vice President, Human Resources for the Bank determines that additional time is needed to complete an investigation. A staff member will be notified in writing of the decision to place a staff member on Administrative Leave, the reason for the decision, and the duration of the Administrative Leave. For cases involving IFC staff, the Vice President, Human Resources for IFC will be consulted before a decision on Administrative Leave is taken.

The Right to Respond

4.08 **During an Investigation.** A staff member has a right to respond to allegations of misconduct during the course of the investigation either orally or in writing, or both, and may be required to do so by the person conducting the investigation. The amount of time allowed a staff member to respond in writing will take into account the complexity and seriousness of the matter, but will not be less than ten business days.

4.09 **At the End of an Investigation.** A staff member will be provided with a copy of the draft investigative report at the conclusion of an investigation in order to afford a staff member an opportunity to comment on the findings. The amount of time allowed a staff member to comment will take into account the complexity and seriousness of the matter, but will not be less than ten business days. The report, along with the staff member's comments and a response from the person conducting the investigation will be submitted to the Vice President, Human Resources for the Bank for a decision. For cases involving IFC staff, a copy of the report, the staff member's comments, and the response from the person conducting the investigation will be sent to the Vice President, Human Resources of IFC for information.

4.10 **Assistance During an Investigation.** A staff member may be accompanied at investigation interviews by another staff member who is reasonably available and who is not connected to the matter under investigation. The presence of such a person will not relieve a staff member of the obligation to respond personally in the matter under investigation. Members of any Legal Vice Presidency or Legal Department of the Bank Group may not represent, advise or otherwise assist a staff member in connection with investigations into suspected misconduct.

Decision-Making Process

4.11 See below:

- a. Where the investigation has been conducted by INT or by a person designated by the President or the Vice President, Human Resources for the Bank, the determination whether misconduct has occurred and what disciplinary measures, if any, to impose will be made:
 - i. by the Vice President, Human Resources for the Bank; or
 - ii. where there is conflict of interest for the Vice President, Human Resources for the Bank, a

Managing Director, or the President. The decision will be made considering findings of fact and conclusions of the person conducting the investigation and recommendations from any other official the decision-maker consults for advice. Where a person designated by the President has conducted an investigation, the determination whether misconduct occurred and what disciplinary measures to impose will be made by the President, or by a person designated by the President for that purpose. For cases involving IFC staff, the Vice President, Human Resources for IFC will be consulted before a decision is made regarding misconduct.

- b. Where the investigation has been conducted by a manager of a staff member, the manager will determine whether misconduct has occurred and, if so, may censure the staff member orally or in writing. If a manager believes the discipline should be something other than oral or written censure, the manager will make a recommendation to the Vice President, Human Resources for the Bank, regarding a decision on the finding of misconduct and the discipline to be imposed.

Notification of Decision on Misconduct

4.12 A staff member will be notified by the decision-maker of the disciplinary measures that will be taken, the reasons for their imposition, and the right to appeal the decision to the Bank Group Administrative Tribunal. Except where the measure is oral censure, the notification will be in writing.

Retention of Records Regarding Disciplinary Measures

4.13 Except for oral censure, the Bank Group will retain in a staff member's Staff Records information regarding disciplinary measures taken. The decision-maker will specify the period of time a record of the disciplinary action will be kept in a staff member's official personnel file. This information will be subject to the terms and conditions in [Staff Rule 2.01, "Confidentiality of Personnel Information."](#)

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05. Confidentiality and Anonymity

5.01 A staff member who reports suspected misconduct to INT or otherwise under this Rule may choose to remain anonymous or request that his or her name be kept confidential. Anonymity means that a staff member does not provide the Bank Group with his or her name. Confidentiality means that a staff member provides his or her name, but the Bank Group will not reveal the source of the allegations to anyone outside of the investigative team unless the staff member consents to disclosure, or the Bank Group is so requested by a competent judicial authority within a member government, and agrees to comply with such request, or it is determined that the staff member made allegations that were knowingly false or made with reckless disregard as to whether they are true or false.

5.02 Staff are encouraged to report in a manner that will facilitate effective investigation and remediation, which in general will mean open or confidential, rather than anonymous, reporting. A staff member who chooses to report on an anonymous basis must provide in a timely manner enough information concerning the basis of the allegations and sufficient detail or supporting evidence that the matter can be pursued responsibly. Otherwise, the matter usually cannot be pursued further. Even where anonymous allegations are sufficiently detailed or supported to permit a responsible investigation to be conducted, no final finding of misconduct will be made based solely on the anonymous allegations without independent corroboration.

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06. Referral of Cases for Law Enforcement Purposes

6.01 Where the Bank Group has a reason to believe that laws of a member country may have been violated, it may disclose information relevant to the alleged violation to local or national authorities for law enforcement purposes. Information that may be disclosed is Personnel Information, as defined in [Staff Rule 2.01](#), which may include investigative records, operational documents, and other records, investigative materials and information in the Bank Group's possession. The staff member shall be notified of what information was disclosed and to whom within 30 calendar days after the disclosure is made, except where law enforcement authorities request the Bank Group to delay such notification.

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07. Disclosure of Information to Member Countries and Public International Organizations

7.01 The Bank Group may disclose Personnel Information, as defined in [Staff Rule 2.01](#), which may include investigative records about a current or a former staff member's misconduct, and about the disciplinary measures

imposed, to governmental bodies of member countries and to public international organizations under the following circumstances:

- a. a final decision has been made regarding misconduct and disciplinary measures,
- b. the staff member has either exhausted the appeals process with the Administrative Tribunal, or the time to file such appeal has expired; and
- c. a governmental body of a member country or a public international organization has requested the information and demonstrated a legitimate need to know such information, and has agreed to treat the information in a confidential manner.

7.02 Notwithstanding paragraph 7.01(b), in exceptional circumstances, where the misconduct is serious and withholding of information could have an adverse affect on the Bank Group's relations with a member country or a public international organization, a Managing Director, in consultation with the Vice President, Human Resources for the Bank, and with the Integrity Vice President (with regard to proceedings under this Rule) or the Chief Ethics Officer (with regard to proceedings under [Staff Rule 3.00](#)), may decide that information should be disclosed before a staff member has exhausted the appeal process or before the time to file such appeal has expired, provided that the requirements of paragraphs 7.01(a) and (c) have been satisfied. For cases involving IFC staff, the Vice President, Human Resources for IFC will be consulted before a decision is made to disclose information under this paragraph.

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Annex A: Conduct of Disciplinary Proceedings

A. Staff Rights

Staff members who are the subjects of allegations of misconduct in disciplinary proceedings under [Staff Rule 8.01](#) ("subject staff members") are accorded the following rights:

1. Throughout the course of disciplinary proceedings, staff are presumed innocent until all facts and circumstances have been obtained and a decision on the evidence has been made.
2. Staff will be provided written notice of the alleged misconduct against them at the onset of an investigation.
3. During the course of disciplinary proceedings, staff may consult with the Bank Group Ombuds Services Office, Staff Association counselors, family members, and, at no expense to the Bank Group, personal legal advisors.
4. During the course of an investigation, staff will be provided with an opportunity to respond to allegations against them and identify any information or evidence (including potential witnesses or documents) that the staff member believes may support his or her position.
5. Staff will be notified of any disciplinary measures that will be taken and the reasons for their imposition by the person who determined what the measures will be. Except where the measure is oral censure, the notification will be in writing.
6. Staff may appeal any disciplinary decision made under the provisions of [Staff Rule 8.01](#) to the World Bank Administrative Tribunal under the provisions of [Staff Rule 9.05](#).

B. Staff Obligations

All staff members have the following obligations with respect to the conduct of disciplinary proceedings pursuant to [Staff Rule 8.01](#):

1. Staff must cooperate fully with requests for assistance made by investigators throughout the disciplinary proceedings.
2. Staff must personally respond to requests for information as requested during the disciplinary proceedings. Staff who are the subjects of allegations of misconduct in disciplinary proceedings must personally respond to the allegations against them.

3. Staff must not retaliate or threaten to retaliate against any party involved in disciplinary proceedings.
4. Staff must maintain the confidentiality of the disciplinary proceedings.

C. Procedural Safeguards

The Bank Group is committed to ensuring that allegations of staff misconduct are investigated in an impartial, thorough and timely manner; that investigations are conducted with fairness for all parties concerned; and that the rights of all parties are fully protected. To ensure a full and fair process, the Bank Group has adopted a number of procedural safeguards throughout disciplinary proceedings conducted pursuant to [Staff Rule 8.01](#).

1. Limitations on investigative activities

- a. Investigators may not conduct preliminary inquiries on allegations unless sufficient detail or supporting evidence has been provided such that the matter can be pursued responsibly.
- b. Investigators may not access information, statements or any other records of the Office of Mediation Services, as provided in [Staff Rule 9.01](#).
- c. Investigators may not obtain staff Medical Information except with the staff member's permission and in accordance with [Staff Rule 2.02](#).
- d. Investigators may not obtain information from the Ombuds Services Office except in accordance with [Staff Rule 9.02](#).
- e. Investigators may not access information, statements, financial disclosure submissions, or any other records of the Office of Ethics and Business Conduct, without the authorization of the Chief Ethics Officer.
- f. Investigators may only review e-mail records without prior notice to the subject staff member after obtaining written authorization as provided under [Administrative Manual Statement 6.20 \(Information Security\)](#), [Annex A – Information Security Policy for Information Users](#).

2. Interviews

- a. All staff members are required to make themselves available for, and respond personally to, questions during interviews with investigators.
- b. Investigators will inform all witness staff members with at least 24 hours notice of their rights and obligations in writing before their interviews are conducted and again orally at the onset of their interview.
- c. All staff members may be accompanied to their interview by another staff member as an observer so long as the accompanying staff member is reasonably available and is not connected to the matter under investigation. The accompanying staff member may be a Staff Association counselor. In order to protect the confidential nature of the proceedings, the accompanying staff member will be required to sign a non-disclosure agreement.
- d. To ensure accuracy of the interview record, absent exigent circumstances, all interviews will be recorded by the investigator and transcribed. Witness staff members will be provided an opportunity to review a copy of their interview transcript, but will not be permitted to retain a copy. Subject staff members will be provided with a copy of their interview transcript(s) to assist their preparation of their written response to the notice of allegations.
- e. If an investigator intends to conduct an interview with a subject staff member to provide him or her with written notice of alleged misconduct and seek their response during an interview, the investigator shall notify the subject staff member in writing with at least twenty-four (24) hours notice, unless there is a specific reason to believe that advance notice would jeopardize the investigation, such as by leading to tampering with witnesses or evidence. The written advance notice shall provide:
 - i. notice of the nature of the alleged misconduct, unless such notice would jeopardize the investigation, such as by leading to tampering with witnesses or evidence;
 - ii. the list of standards relevant to allegations of misconduct;

- iii. an overview of the investigative and decision-making process; and
- iv. the staff member's rights and obligations, including the right to be accompanied by another staff member to their interview.

3. Investigations

- a. Staff members may not be the subject of an investigation that is predicated on unsupported allegations.
- b. The purpose of an investigation is to establish the facts by obtaining, evaluating, and analyzing all available information and evidence—both inculpatory and exculpatory - to substantiate or refute the allegations.
- c. As set forth under [Staff Rule 8.02](#), managers and other staff members are expressly prohibited from engaging in any form of retaliation against any person for reporting suspected misconduct under this Rule, or for cooperating or providing information during an ensuing review or investigation. A staff member who engages in such retaliation shall be subject to proceedings under [Staff Rule 3.00](#).

Written Notice of Alleged Misconduct

- d. Subject staff members will be notified of allegation(s) of misconduct once it is determined by the investigator that there is a sufficient basis to merit an investigation of the allegations as a result of evidence obtained during a preliminary inquiry. The notice will be in writing and will include a description of the allegation(s), a non-exhaustive list of standards relevant to the allegation(s), an overview of the investigative and decision-making process, and the staff member's rights and obligations under the process.

Staff Member's Written Response to the Notice of Alleged Misconduct

- e. Subject staff members will be provided with at least ten (10) workdays to respond in writing to the notice of alleged misconduct. If the staff member has been interviewed by the investigator, the staff member will be provided a copy of the transcript of his or her interview (s), and the 10-day time period in which to furnish the written response to the allegation(s) will not commence until receipt of the transcript(s) by the staff member. If an interview was not conducted, staff members must provide their written response to the allegations within ten (10) workdays upon receipt of the written notice of alleged misconduct.
- f. A subject staff member may request an extension of time in which to submit his or her written response to the notice of alleged misconduct. Such requests must be in writing and include the reason for an extension. The investigator will respond to the request in writing. Extensions will not be granted based solely on scheduling concerns of a subject staff member's personal legal advisor.
- g. Included in their response to the allegation(s), subject staff members should provide exculpatory evidence as well as identify any person(s) and or document(s) the staff member believes may support his or her position. The investigator will not deliver the investigative findings to the decision-maker until a written response to the allegations has been submitted within the time allotted; the investigator has interviewed any rebuttal witnesses identified, or reviewed any evidence provided in the subject staff member's response; and all relevant issues have been thoroughly investigated.
- h. Subject staff members must cooperate fully with the disciplinary proceedings. This includes: (i) making themselves available for, and responding to, questions during one or more interviews with investigators; and (ii) responding in writing to the allegations. Failure or refusal to cooperate may constitute misconduct under Staff Rule 8.01 or be considered an aggravating circumstance to be considered by the decision-maker in its determination whether misconduct has occurred and the appropriate disciplinary measures, if any, to impose.

Review of the Draft Investigative Report

- i. Subject staff members will be provided a copy of the final report in draft for review and

comment on all findings and evidence in the draft report before the report is submitted to the decision-maker. The draft report will contain all findings and evidence (including transcripts of witness interviews) upon which the decision-maker will make his or her decision. The purpose of this review will be to enable the subject staff member to: (i) identify any perceived factual errors before the report is finalized; (ii) introduce any other relevant information the subject staff member believes may rebut the findings or support the subject staff member's position; (iii) clarify any of the subject staff member's previous statements; and (iv) comment on the report.

- j. Subject staff members will be provided ten (10) workdays to provide any comments on the draft report. A subject staff member may request an extension of time in which to submit his or her comments. Such requests must be in writing and include the reason for an extension. The investigator will respond to the request in writing. Extensions will not be granted based solely on scheduling concerns of a subject staff member's personal legal advisor.
- k. If the subject staff member chooses to comment on the draft final report, the comments must include all information that the staff member wishes the decision-maker to consider. Information not presented, and arguments not raised, in the written comments or other previous written submissions to the investigator, will not be included with the report. They will therefore not be considered in the decision-making process, and may be excluded in any subsequent administrative appeal.
- l. If the subject staff member's comments on the draft of the final report result in a substantive revision to the findings or conclusions, which are adverse to the staff member, the staff member will be given an opportunity to review the subsequent draft of the final report and to submit an additional response to the revised draft before it is finalized and submitted to the decision-maker.
- m. All copies of the draft final report provided to the subject staff member and his or her advisors must be returned intact and in its entirety (including all exhibits) within five business days following the subject staff member's submission to the investigator of his or her written comments on the report.

Review of the Final Investigative Report

- n. The subject staff member will be entitled to receive a copy of the final report of investigation (without the supporting exhibits previously reviewed by the subject staff member), concurrent with its delivery to the decision-maker, to enable the staff member to know of any rebuttal to the staff member's comments. The staff member will be required to sign a non-disclosure agreement, wherein the staff member agrees:
 - i. not to copy or replicate the report in whole or in part without the express written consent of the investigator except for the sole purpose of attaching it as an annex to an Administrative Tribunal pleading; and
 - ii. not to reveal or discuss the contents of the report with anyone (absent the express written consent of the investigator), other than with a personal legal advisor, a Staff Association counselor, the Ombuds Services Office, and family members.

Restriction on Disclosure of Investigative Reports

- o. To maintain confidentiality, and in view of the administrative nature of the disciplinary proceedings, complainants and witnesses do not have a right to review investigative reports. Complainants and witnesses may be informed by investigators of the outcome of an investigation as described further in sections 5(d) and 5(e) below.

Assistance during Investigation

- p. All staff members may obtain the assistance of Staff Association counselors, or personal legal advisors, at no expense to the Bank Group, in the preparation of written responses to the notice of alleged misconduct; review and comment on the draft investigative report(s); and throughout the investigation. Personal legal advisors will not be permitted to attend interviews, or meetings held during the course of disciplinary proceedings. Members of the Bank Group's Legal Departments may not represent, advise or otherwise assist the staff

member in connection with the investigation.

- q. The assistance of a personal legal advisor will not relieve the subject staff member of his or her obligations under [Staff Rule 8.01](#) and this Annex A, including the obligation to respond personally in the matter under investigation. Although investigators will endeavor to accommodate staff members who obtain legal assistance, the investigator is not obligated to correspond with staff members through their personal legal advisors.

4. Notification of Decision on Misconduct

- a. The actual decision on whether misconduct occurred and the discipline to impose, if any, is made, as provided in [Staff Rule 8.01](#), generally by the Vice President, Human Resources, or someone designated by him or her, who will consider the findings of fact from the investigation and the input and/or recommendations from any other World Bank Group official(s) with whom the decision-maker may decide to consult for the purpose of reaching a fully reasoned and informed decision.
- b. In accordance with [Staff Rule 9.05](#), a subject staff member may appeal any disciplinary decision to the Administrative Tribunal within 120 days of being notified of the Bank's decision.

5. Confidentiality and Communications regarding Disciplinary Proceedings

- a. In order to preserve the integrity of the fact-finding process, to avoid the inadvertent spread of misinformation, and or to avoid the appearance of undue influence over other staff who might have to be interviewed on the matter under investigation, staff members (including witnesses and staff members who are the subject of alleged misconduct) may not discuss ongoing preliminary inquiries or investigations (including the fact that a staff member has been interviewed by an investigator) with anyone without prior clearance from the investigator, with the following exceptions: (i) a personal legal advisor; (ii) a Staff Association counselor; (iii) the Ombuds Services Office; and (iv) family members. Unless otherwise permitted herein, communications to other parties about ongoing preliminary inquiries or investigations without prior clearance from the investigator(s) is expressly prohibited and is separate grounds for disciplinary action. For the avoidance of doubt, communications by an investigator about ongoing preliminary inquiries or investigations to any person, who is not a necessary participant in the disciplinary proceedings, is expressly prohibited and may be subject to disciplinary action.
- b. Subject staff members will be permitted by investigators to contact other staff members with prior notice to the investigator, provided the other staff members have not already been interviewed by the investigator, and for the sole purpose of assessing whether the subject staff member wishes to propose such individual to the investigator as a witness. The investigator shall warn subject staff members of the limits of proper communication with potential witnesses to avoid the appearance of improper influence, intimidation or threat of retaliation.
- c. The investigator shall provide regular updates to complainants on the general status of an investigation and promptly respond to specific queries from complainants.
- d. Pursuant to [Staff Rule 2.01, paragraph 4.01](#), the investigator may inform a staff member who has brought an allegation of misconduct against another staff member of any disciplinary measures imposed under [Staff Rule 8.01](#). A staff member informed under this section shall not disclose the information to any other person. In addition, the Vice President, Human Resources, may decide that information about disciplinary measures in a particular case should be disclosed to other staff members when the circumstances warrant.
- e. If an investigation concludes that allegations of misconduct have not been substantiated or are unfounded, subject staff members may request the investigator to send a confidential written notice to all parties to an investigation informing them of the investigation's outcome.
- f. In the event the allegations are substantiated, the staff member's response(s) to the allegations, both oral and written, may be disclosed to persons or entities outside the Bank Group in connection with any related administrative or legal proceedings.

D. Overview of Investigative Process

[Graphic illustration](#) of [Staff Rule 8.01](#) investigative process.

08 Disciplinary Proceedings

08.02 Protections and Procedures for Reporting Misconduct (Whistleblowing)

- [01. Subject, Policy Rationale, and Applicability](#)
- [02. Staff Rights and Obligations in Reporting Suspected Misconduct](#)
- [03. Procedures for Handling Claims of Retaliation](#)
- [04. External Reporting](#)
- [05. Prohibition of Retaliation Against Outside Parties](#)

01. Subject, Policy Rationale, and Applicability

Subject and Policy Rationale

1.01 The purpose of this Rule is to clarify the rights and responsibilities of staff members with respect to reporting suspected misconduct that may threaten the operations or governance of the Bank Group, so as to encourage staff members to raise concerns and enable the Bank Group to effectively address such cases, manage risks, and uphold standards of good governance. This Rule is effective June 10, 2008, with respect to reports made on or after that date.

Applicability

1.02 This Rule applies to all current and former staff members, as defined in Staff Rules [1.01](#), “General Provisions,” and [4.01](#), “Appointment,” regarding actions taken in the course of their employment.

1.03 This Rule applies to reports of suspected misconduct that may threaten the operations or governance of the Bank Group. The protections set out in this Rule apply whether the subject of the allegations is a staff member or any other person or entity inside or outside the Bank Group.

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02. Staff Rights and Obligations in Reporting Suspected Misconduct

2.01 **General.** The duties of Bank Group staff to report suspected misconduct and to cooperate with Bank Group investigations are set forth in Staff Rule [8.01](#), Paragraphs 2.02 and 4.06. Further to those provisions:

- a. **Confidentiality and Anonymity Options.** A staff member who reports suspected misconduct may request that his or her name be kept confidential or may choose to remain anonymous, as set forth in Staff Rule [8.01](#), Section 5. Staff are encouraged to report in a manner that will facilitate effective investigation and remediation, which in general will mean open or confidential, rather than anonymous, reporting.
- b. **Anonymous Allegations.** A staff member who chooses to report on an anonymous basis must provide in a timely manner enough information concerning the basis of the allegations and sufficient detail or supporting evidence that the matter can be pursued responsibly. Otherwise, the matter usually cannot be pursued further. Even where anonymous allegations are sufficiently detailed or supported to permit a responsible investigation to be conducted, no final finding of misconduct will be made based solely on the anonymous allegations without independent corroboration.
- c. **Timing.** To facilitate effective investigation and remediation, staff members should report suspected misconduct as soon as possible after becoming aware of the suspected misconduct.
- d. **Supporting Information.** A report should be accompanied by any information or evidence in the staff member’s possession that would support a belief that misconduct may have occurred.

2.02 **Reporting Channels.** As set forth in Staff Rule [8.01](#), Paragraph 2.02, “Reporting of Suspected

Misconduct,” staff members should report suspected misconduct to their line management or INT, and managers should report to INT. For purposes of this Rule, line management shall mean a staff member’s direct manager or any higher official in the staff member’s management chain up to the Vice Presidential level. Where a staff member has grounds to believe that reporting to line management and INT would subject the staff member to retaliation or create a likelihood that evidence relating to the suspected misconduct will be concealed or destroyed, the staff member may report suspected misconduct directly to the President, a Managing Director, the Senior Vice President and Group General Counsel, or the Vice President, Human Resources, as the staff member may prefer, with a request that an alternative reviewer outside INT be designated to review the report of suspected misconduct. Reports of suspected misconduct involving Board Officials should be submitted to the Ethics Committee of the Board as provided in the Code of Conduct for Board Officials.

2.03 Review of Reports of Misconduct. A fair, prompt and thorough review of the facts and circumstances regarding reports of suspected misconduct under this Rule shall be conducted by INT or by a person outside INT designated by the President, a Managing Director, the Senior Vice President and Group General Counsel, or the Vice President, Human Resources pursuant to Staff Rule [8.01](#), Paragraph 4.04, “Conduct of Investigation.” So as to avoid potentially conflicting designations by the aforementioned officials, any designation of an alternative reviewer outside INT shall require prior authorization of the President. An alternative reviewer may be any person outside INT, including an external reviewer from outside the Bank Group. Reports of suspected misconduct involving INT shall be reviewed by an alternative reviewer outside INT. Reports of suspected misconduct involving Board Officials shall be handled by the Ethics Committee of the Board in accordance with the Code of Conduct for Board Officials.

2.04 Prohibition Against Retaliation. Managers and other staff members are expressly prohibited from engaging in any form of retaliation against any person for reporting suspected misconduct under this Rule, or for cooperating or providing information during an ensuing review or investigation. This prohibition against retaliation extends also to retaliation against any person because such person was believed to be about to report misconduct or believed to have reported misconduct, even if such belief is mistaken. For purposes of this Rule, retaliation shall mean any direct or indirect detrimental action recommended, threatened, or taken because an individual engaged in an activity protected by this Rule. A staff member who believes he or she has been retaliated against in violation of this provision may seek relief in accordance with Section 3 of this Rule. A staff member who engages in such retaliation shall be subject to disciplinary proceedings under Staff Rule [8.01](#).

2.05 Interim Protections. Staff members who report suspected misconduct under this Rule, as well as staff members who cooperate or provide information regarding suspected misconduct in the course of an ensuing review or investigation, shall be accorded interim protections during the course of review or investigation as necessary to safeguard the interests of such staff members. At the direction of the Vice President, Human Resources, and with the consent of the staff member, such interim protections may include temporary reassignment to another unit in accordance with Staff Rule [5.01](#), “Reassignment” or, in exigent circumstances, temporary placement on administrative leave in accordance with Staff Rule [6.06](#), “Leave.”

2.06 Periodic Updates; Notice of Outcome. Staff members who report suspected misconduct under this Rule shall be provided with periodic updates on the status of the Bank Group’s review or investigation into the suspected misconduct as well as notice of the final outcome of the review or investigation, including whether misconduct has been substantiated and whether disciplinary measures, sanctions, or other remedial measures have been taken. Information regarding disciplinary measures imposed on another staff member shall be handled in accordance with Staff Rule [2.01](#), “Confidentiality of Personnel Information,” Section 4, “Disciplinary Matters.”

2.07 Right to Refuse; Participation in Misconduct. Staff have the right and obligation to refuse to participate in misconduct. A staff member who has participated in misconduct may not avoid disciplinary proceedings simply by reporting the misconduct and seeking protection under this Rule. Depending upon the circumstances, a staff member’s reporting and degree of cooperation may be taken into consideration in determining the appropriate disciplinary measures for that staff member pursuant to Staff Rule [8.01](#).

2.08 Knowingly False or Reckless Allegations. The protections afforded by this Rule do not require that the staff member’s report of suspected misconduct lead to a final determination by the Bank Group that misconduct has occurred. Nor is the staff member required to determine whether the suspected misconduct meets a specific degree of seriousness. However, this Rule does not protect the transmission of allegations that are knowingly false or made with reckless disregard as to whether they are true or false. A staff member’s transmission of such allegations itself constitutes misconduct and shall subject the staff member to disciplinary proceedings under Staff Rule [8.01](#), “Disciplinary Proceedings.”

2.08 Advice. Staff who are uncertain as to how they should handle suspected misconduct in accordance with this Rule may seek confidential guidance and advice from Ombuds Services or the Office of Ethics and Business Conduct.

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03. Procedures for Handling Claims of Retaliation

3.01 **Relief through Appeals or Alternative Dispute Resolution.** Staff members who believe they have been retaliated against in violation of Paragraph 2.04 of this Rule may seek relief as follows:

- a. **Appeals.** A staff member who seeks relief from an adverse employment action alleged to constitute retaliation has the right to a fair, prompt and thorough review of the challenged action through the CRS. A staff member may formally challenge the alleged retaliatory action before the Appeals Committee and Administrative Tribunal pursuant to the established procedures of those bodies as set forth in Staff Rule [9.03](#), “Appeals Committee,” and Staff Rule [9.05](#), “The World Bank Administrative Tribunal,” respectively. Where a staff member has made a prima facie case of retaliation for an activity protected by this Rule (i.e., by showing that the staff member reported suspected misconduct under this Rule and has a reasonable belief that such report was a contributing factor in a subsequent adverse employment action), the burden of proof shall shift to Management to show – by clear and convincing evidence – that the same employment action would have been taken absent the staff member’s protected activity.
- b. **Alternative Dispute Resolution.** A staff member may seek alternative dispute resolution of the matter in the form of mediation or conciliation through, respectively, the Office of Mediation pursuant to Staff Rule [9.01](#), “Office of Mediation,” or Ombuds Services pursuant to Staff Rule [9.02](#), “Ombudsman.” At the staff member’s option, mediation may be conducted by an external mediator selected jointly by the staff member and Management.

3.02 **Disciplinary Proceedings.** Disciplinary proceedings against staff alleged to have engaged in retaliation in violation of Paragraph 2.04 of this Rule shall be handled in accordance with Staff Rule [8.01](#) and the following provisions:

- a. **Reporting Retaliation.** A staff member may report suspected retaliation by a manager or another staff member to their line management or INT. Where a staff member has grounds to believe that reporting suspected retaliation to line management and INT would subject the staff member to further retaliation or create a likelihood that evidence relating to the suspected retaliation will be concealed or destroyed, the staff member may report the suspected retaliation directly to the President, a Managing Director, the Senior Vice President and Group General Counsel, or the Vice President, Human Resources, as the staff member may prefer, with a request that an alternative reviewer outside INT be designated to review the report.
- b. **Review of Retaliation Claims.** A fair, prompt and thorough review of the facts and circumstances regarding the retaliation claim shall be conducted by INT or, if appropriate, by a person outside INT designated by the President, a Managing Director, the Senior Vice President and Group General Counsel, or the Vice President, Human Resources pursuant to Staff Rule [8.01](#), Paragraph 4.04, “Conduct of Investigation.” So as to avoid potentially conflicting designations by the aforementioned officials, any designation of an alternative reviewer outside INT shall require prior authorization of the President. An alternative reviewer may be any person outside INT, including an external reviewer from outside the Bank Group. Any allegations of retaliation involving INT shall be reviewed by an alternative reviewer outside INT. Where it appears inappropriate for the person(s) who had previously reviewed a staff member’s report of suspected misconduct to review a subsequent retaliation claim brought by the same staff member, another person shall review the retaliation claim.
- c. **Periodic Updates; Notice of Outcome.** A staff member alleging retaliation shall be provided with periodic updates on the status of the Bank Group’s review or investigation into the alleged retaliation as well as notice of the final outcome of the review or investigation, including whether misconduct has been substantiated and whether disciplinary measures, sanctions, or other remedial measures have been taken. Information regarding disciplinary measures imposed on another staff member shall be handled in accordance with Staff Rule [2.01](#), Section 4.

3.03 Proceedings under Paragraphs 3.01 and 3.02 of this Rule may take place concurrently or independently.

- a. **When request for relief precedes disciplinary proceedings:** A staff member may seek relief from retaliation under Paragraph 3.01 regardless of whether retaliation has already been reported, investigated or substantiated through disciplinary proceedings under Paragraph 3.02. When a staff member files an appeal with the Appeals Committee that alleges retaliation for activities protected under this Rule, the Appeals Committee panel designated to consider the appeal shall refer the allegation to INT or, in cases involving INT, to the President, for review and potential disciplinary proceedings as may be appropriate. Such referral shall not automatically suspend or delay the staff member’s appeal.

- b. **When disciplinary proceedings precede request for relief:** When a staff member has not yet sought relief under Paragraph 3.01, but retaliation has been substantiated through disciplinary proceedings, the Vice President, Human Resources may offer relief, compensation or other corrective measures to the staff member who suffered retaliation, without requiring the staff member to take action under Paragraph 3.01. Such corrective measures shall be provided in consultation with the staff member.

3.04 **Advice.** Staff who are uncertain as to how they should handle suspected retaliation under this Rule may seek confidential guidance and advice from Ombuds Services, the Office of Ethics and Business Conduct, or other associated services within the Conflict Resolution System (CRS), or the Staff Association.

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04. External Reporting

4.01 Because a primary objective of this Rule is to enable the Bank Group to take institutional measures necessary to remedy misconduct, staff members are generally required to report suspected misconduct under this Rule through the internal mechanisms set forth in Paragraph 2.02 of this Rule: that is, line management and/or INT; the President, a Managing Director, the Senior Vice President and Group General Counsel, or the Vice President, Human Resources, where reporting to line management and INT may be inadequate due to risk of retaliation or loss of evidence; and the Ethics Committee of the Board in cases of suspected misconduct involving Board Officials.

4.02 Nevertheless, protections against retaliation by Bank Group managers or other staff members shall be extended to a staff member who reports suspected misconduct to an entity or individual outside of the established internal mechanisms where the staff member can show that:

- a. such reporting is necessary so as to avoid:
 - i. a significant threat to public health or safety; or
 - ii. substantive damage to Bank Group operations; or
 - iii. a violation of national or international law; and
- b. the established internal mechanisms are inadequate because:
 - i. the staff member has grounds to believe that it is not possible to report the suspected misconduct pursuant to any of the established internal mechanisms because all such avenues would subject the staff member to retaliation within the institution; or
 - ii. the staff member has grounds to believe that it is not possible to report the suspected misconduct pursuant to any of the established internal mechanisms because all such avenues would create a likelihood that evidence relating to the suspected misconduct will be concealed or destroyed; or
 - iii. the staff member has previously reported the suspected misconduct through the established internal mechanisms (and not on an anonymous basis), and the Bank Group has failed to inform the staff member in writing of the status of the matter within six months of such report; and

4.03 Qualified external reports that are made by staff members in accordance with Paragraph 4.02 above, and consistent with any confidentiality obligations to concerned third parties, shall not be considered as a breach of staff members' obligations with regard to the disclosure and use of non-public information under Staff Rule [3.01](#), "Standards of Professional Conduct," Paragraph 5.01 on "Disclosure and Use of Non-Public Information."

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05. Prohibition of Retaliation Against Outside Parties

5.01 As provided in Staff Rule [8.01](#), and reiterated above in Paragraph 2.04 of this Rule, retaliation by a staff member against any person who provides information about suspected misconduct is expressly prohibited and shall subject a staff member to disciplinary proceedings under Staff Rule [8.01](#). This prohibition is not limited to retaliation against other Bank Group staff members. The prohibition includes retaliation against Bank Group contractors and their employees, agents or representatives, and any other persons engaged in dealings with the Bank Group.

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09 Conflict Resolution

09.01 Office of Mediation Services

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01. Subject and Applicability

Subject

1.01 The Office of Mediation Services is a neutral facility within the Bank Group whose purpose is to facilitate effective communication among staff members and assist them in reaching mutually acceptable solutions to conflicts, concerns or issues that are affecting them. This Rule describes the functions of the Office of Mediation Services and establishes procedures of the process. This Rule was most recently amended on December 27, 2010.

Applicability

1.02 The provisions of this Rule apply to all current and former Bank Group staff members.

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02. Appointment and Responsibilities of the Manager, Mediation Services

2.01 The Manager of the Office of Mediation Services is appointed by the President for a period of five years. This appointment may be renewed by the President for one additional five year term. The Manager is responsible for developing, implementing, and coordinating the World Bank Group Mediation program.

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03. Policy, Definition, Purpose and Objectives

Policy

3.01 To build the most effective global institution to fight poverty, the Bank Group needs a workplace culture that values staff diversity, and promotes mutual trust and team work. It is the policy of the Bank Group to encourage staff and managers to address and resolve work related disputes directly, whenever possible. The Office of Mediation Services is available to staff members who are either unable to resolve these disputes themselves or do not feel comfortable approaching the other party.

Definition

3.02 Mediation is a process in which parties to a dispute use the services of an impartial and independent third party to increase the quality of their communication and look for mutually agreeable solutions to their conflicts. Mediation is a good-faith attempt to resolve workplace conflict, characterized by:

- a. **Voluntariness:** Although staff and managers may be asked to make an initial good faith attempt to mediate, continued participation in the process after the first session is voluntary. Reaching or not reaching

an agreement on the substantive issue is entirely voluntary.

- b. **Confidentiality:** Participants are prohibited from disclosing information learned during any stage of the mediation process to individuals not involved in it, unless all participants agree.
- c. **Informality:** Mediation is not a formal fact-finding process. There are no rules of discovery or motions. Mediation is informal and flexible to the needs of the parties.

Purpose and Objectives

3.03 The purpose of mediation is to provide parties with a safe, confidential and informal process to help staff members communicate effectively with the help of an independent, impartial professional. The objectives of mediation include:

- a. Empowering parties to resolve work related disputes;
- b. Encouraging open communications in a non threatening environment;
- c. Minimizing the use of adversarial dispute resolution mechanisms; and
- d. Improving workplace relationships and working conditions.

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04. The Mediation Process

Requests for Mediation

4.01 Requests for mediation may be made in writing jointly by all parties, individually by one of the parties, or by anyone directly or indirectly involved in the dispute. After receiving this initial request, the Office of Mediation will conduct an intake session with each of the parties individually to determine whether mediation is appropriate. Bank Group staff members are expected to meet and collaborate with the Office of Mediation Services for case intake purposes.

4.02 If the Office of Mediation Services determines that the case is not appropriate for mediation, the staff members will be referred to other resources in the Bank Group.

4.03 If the Office of Mediation Services determines that the case is appropriate for mediation, the parties shall participate in the first mediation session. At the end of the first mediation session, the parties can decide whether they want to continue with the mediation and, if so, how to proceed.

Temporary Stay of Terms

4.04 Pursuant to [Staff Rule 9.03](#), if a staff member requests mediation prior to the expiration of the 120-day deadline for submitting a Request for Review, the term will be temporarily stayed. If the mediation does not solve the matter, the parties shall have the remainder of the original term or 30 calendar days from the closing of the case by the Office of Mediation Services, whichever is greater, for submitting the Request for Review.

4.05 Pursuant to [Staff Rule 9.03](#), if a staff member requests mediation after filing a Request for Review, or if the Peer Review Panel refers the case for mediation, the process will be temporarily stayed. If the mediation does not solve the matter, the Office of Mediation Services will close the case and the peer review process will continue from the point at which it was temporarily stayed.

4.06 Staff members are strongly encouraged to consult the Peer Review Secretariat and read [Staff Rule 9.03](#) for further guidance and information.

Mediators

4.07 Mediators treat all parties to a dispute with respect and even-handedness. They do not make final decisions on the substance of the matter. Instead, they facilitate the communication between the parties. Mediations may be conducted by:

- i. a qualified staff member within the Office of Mediation Services;

- ii. a staff member qualified by the Office of Mediation Services to act as a peer mediator; or
- iii. an external mediator selected by the Office of Mediation Services or jointly by the disputing parties from the list of mediators qualified by the Office of Mediation Services to perform as such.

Confidentiality

4.08 Information learned during the mediation process (intake, sessions or follow-up) is confidential. Such information, as well as what happens during mediation, cannot be disclosed or used in any other proceeding (e.g. before Peer Review Services, Office of Ethics and Business Conduct, the World Bank Administrative Tribunal, Institutional Integrity, etc). Mediators will destroy their notes at the conclusion of the mediation process.

4.09 Examples of confidential information include, but are not limited to, the following:

- a. views expressed, admissions or suggestions made by the parties in the course of mediation; or
- b. proposals made or views expressed by the mediator; or
- c. the fact that another party had or had not indicated a willingness to accept a proposal for resolution.

4.10 Neither staff members working for the Office of Mediation Services nor any external mediator will be a witness in any other Bank Group proceedings related to a mediated dispute.

4.11 The exceptions to the confidentiality of the mediation process are:

- a. When there is an explicit agreement between the parties to share information with others;
- b. When parties need to share the contents of the Memorandum of Understanding (MOU) for purposes of implementing or enforcing its provisions; or
- c. When there appears to be an imminent threat of serious harm to anyone.

Memorandum of Understanding

4.12 If parties to a mediation agree on the terms of a mutually acceptable solution, the mediator may draft a Memorandum of Understanding (MOU) which records specific agreements made by all parties. A signed MOU represents a binding commitment for the parties.

4.13 If a party believes that there has been a breach of an MOU, or of a settlement agreement reached outside the Office of Mediation Services between the Bank, IFC or MIGA on the one hand and a staff member on the other, either party may request the assistance of the Office of Mediation Services in an attempt to resolve the issue. In addition, the staff member may either submit a request for review to Peer Review Services (pursuant to [Staff Rule 9.03](#)) or may bring a claim regarding the alleged breach directly to the World Bank Administrative Tribunal (WBAT), pursuant to [Staff Rule 9.05](#).

4.14 A staff member who seeks to challenge the validity of an MOU or settlement agreement may request the assistance of the Office of Mediation Services in an attempt to resolve the issue or may bring the claim directly to the World Bank Administrative Tribunal.

Conclusion of the Mediation

4.15 Mediation shall be concluded when any of the following occurs:

- a. The Office of Mediation Services closes the case;
- b. A party withdraws from the mediation any time after the first session; or
- c. The parties reach an agreement.

4.16 The Office of Mediation Services shall document the completion of mediation and shall provide written notice

to the parties.

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05. Reporting Requirements/Program Collaboration

5.01 The Office of Mediation Services will maintain the following information: Agreement to Mediate, Original MOU (if applicable) and case specific demographic data required for administrative purposes only. While ensuring that the confidentiality of cases remains intact, the Office of Mediation Services will aggregate data and submit periodic report(s) to the Office of the President regarding usage trends. The Manager of the Office of Mediation Services will work collaboratively with members of the World Bank Group Conflict Resolution System to support the development and implementation of effective dispute resolution policies, procedures and practices.

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06. Retaliation

6.01 Retaliation by a staff member, including managers, against any person who uses the Office of Mediation Services is expressly prohibited and shall subject the staff member or manager to disciplinary action under [Staff Rule 3.00](#).

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09 Conflict Resolution

09.02 Ombudsman

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01. Subject, Policy Rationale, Applicability and Definitions

Subject and Policy Rationale

1.01 The purpose of this Rule is to define the role and functions of an Ombudsman. This Rule, as revised, is effective February 1, 2003.

Applicability

1.02 The provisions of this Rule apply to all current and former Bank Group staff members.

Definition

1.03 In addition to the definitions in [Staff Rule 1.01, "General Provisions,"](#) for purposes of this Rule, the following definition applies: An Ombudsman acts as an impartial source of assistance in the resolution of staff concerns. He or she works for the resolution of particular issues and may make recommendations for the improvement of the functioning of staff-related policies for the World Bank Group. An Ombudsman advocates for fair process and fair solution, but does not serve as an advocate for any party in a dispute.

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02. Appointment of the Office of the Ombudsman

2.01 The Office of the Ombudsman shall consist of one or more incumbents. The President shall appoint each Ombudsman, after consultation with representative members of the staff selected by the World Bank Group Staff Association. An Ombudsman may be located in a country offices.

2.02 An Ombudsman shall be appointed for a period of five years. After serving as Ombudsman, an individual shall be ineligible for any other appointment in the Bank Group except for short-term consultant appointments limited to the Offices of the Ombudsman or Mediation and done with the approval of the President and the Staff Association.

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03. General

3.01 An Ombudsman has a broad mandate to look into staff-related issues to assist in their informal resolution. In the exercise of his or her duties, an Ombudsman is independent of any group or official of the Bank Group.

3.02 An Ombudsman shall have direct access to the President as needed for the performance of his or her duties.

3.03 An Ombudsman shall have access to records concerning staff. The exceptions to this are medical records, which are not available without the express request of the person concerned, documents covered by attorney-client privilege or records of an ongoing investigation until the completion of all formal proceedings. Reports of the Appeals Committee will be routinely sent to the Office of the Ombudsman unless the Appellant objects.

3.04 In carrying out his or her functions, an Ombudsman may consult with anyone having relation with or knowledge of the matter and may give advice and opinion as the Ombudsman deems appropriate.

3.05 An Ombudsman shall not be compelled by any official of the Bank to be a witness in hearings or investigations in any of the formal grievance processes about concerns brought to her or his attention.

3.06 In the exercise of his or her duties, an Ombudsman is independent of any group or official of the Bank Group. An Ombudsman shall, in the performance of his or her duties, be free from interference, control, limitation or penalty imposed for retaliatory purposes by any official or staff of the World Bank Group.

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04. Consideration of Conflicts

4.01 An Ombudsman may consider a conflict of any nature related to employment by the World Bank Group. "Conflict" is to be construed in its broadest sense and includes matters pertaining to the administration of benefits, conditions of employment, managerial practices, and staff relations matters. An Ombudsman may act on his or her own initiative to address issues within the Ombudsman's prescribed jurisdiction.

4.02 An Ombudsman may hear any of the parties involved in a conflict who want to avail themselves of his or her services. Parties may be self referred, or referred to the Ombudsman by any other sources. As necessary, an Ombudsman shall refer staff to the other members of the Conflict Resolution System (CRS).

4.03 An Ombudsman shall remain neutral, and shall not assume the role of advocate for any party. An Ombudsman shall, in the exercise of his or her judgment, advise staff of their options, and of the different avenues open to them. An Ombudsman shall facilitate conflict resolution, using conciliation or any other appropriate means for the primary objective of settling conflicts between parties and obviate recourse to the formal grievance process. An Ombudsman shall not have decision making powers, but may only advise and make suggestions or recommendations as appropriate, on actions needed to settle conflicts, taking into account the rights and obligations existing between the World Bank Group and the staff involved, and the equities of the situation.

4.04 An Ombudsman may, at his or her discretion, decline to consider conflicts that can be remedied only by actions affecting the staff at large or all the members of a category of staff, or that the Ombudsman considers not to have not been brought to an Ombudsman's attention in a timely manner, or that appear to be frivolous.

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05. Other Assistance with Staff Conflicts

5.01 An Ombudsman may request the Executive Secretary of the Appeals Committee to extend the normal time limit for filing an appeal subject to the provisions of [Staff Rule 9.03](#).

5.02 The Office of the Office of the Ombudsman shall have a representative in the Conflict Resolution System (CRS).

5.03 Upon request of the parties, an Ombudsman may also at his or her discretion, and in close contact with the Office of Mediation, facilitate agreements between the parties.

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06. Assistance with Policy Improvement

6.01 The Office of the Ombudsman shall provide periodic reports. The report shall include an overview of the Office of the Ombudsman's activities and comments on policies, procedures and practices that have come to an Ombudsman's attention.

6.02 The Office of the Ombudsman may be consulted on policy issues where their views and experience may prove helpful.

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07. Limitations on an Ombudsman's Authority

7.01 An Ombudsman shall not:

- a. make, change, or set aside a policy or administrative decision;
- b. make binding decisions or determine rights;
- c. compel any individual to implement the Ombudsman's recommendations;
- d. conduct an investigation that substitutes for administrative or judicial proceedings; and
- e. accept jurisdiction over an issue that is currently pending with an internal grievance body unless all parties and the presiding officer in that action explicitly consent.

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08. Confidentiality

8.01 An Ombudsman shall not disclose matters brought to his or her attention or information provided to an Ombudsman in the performance of an Ombudsman's duties, except to the extent that the person who brought such matter or provided such information consents to disclosure. The only exceptions, at the sole discretion of an Ombudsman, are where there appears to be imminent threat of serious harm.

8.02 All information and records compiled by an Ombudsman shall be solely for the use of an Ombudsman in the performance of the functions of the Office of the Ombudsman. Any reports of an Ombudsman shall be prepared in a manner that will preserve the right to confidentiality of the persons who have brought matters to the attention of, or provided information to, an Ombudsman. Details of specific cases may be disclosed only with the consent of such persons.

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09. Removal of an Ombudsman

9.01 The Ombudsman may be removed from office for cause and through a fair process, only by the President of the World Bank Group, in consultation with representative members of the staff selected by the Staff Association.

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09 Conflict Resolution

09.03 Peer Review Services

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01. Subject and Applicability

Subject

1.01 This Rule describes the purpose and operation of the World Bank Group's ("Bank") Peer Review Services. This Rule was most recently amended on December 27, 2010.

Applicability

1.02 The provisions of this Rule apply to all current and former staff members.

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02. Peer Review Terminology

2.01 The terms below are used in this Rule and the Procedures at Annex A:

- a. **Disputed Employment Matter.** A managerial action, inaction, or decision that is the subject of a staff member's Request for Review and that is reviewable under paragraph 6.01 below.
- b. **Request for Review.** The document a staff member must submit to request peer review of a disputed employment matter.
- c. **Requesting Staff Member.** A staff member who has filed a Request for Review.
- d. **Responding Manager.** The manager designated to respond to a Request for Review.

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03. The Peer Review Process, Objectives and Principles

3.01 Process. Peer review is a service offered by the Bank to facilitate the resolution of staff members' employment-related concerns. During the peer review process, a staff member and his or her manager present evidence regarding a disputed employment matter to a panel of peers. The panel reviews the evidence and considers whether the manager's actions were consistent with the staff member's contract of employment and terms of appointment, including the pertinent Bank rules and policies. The panel may recommend that the Bank award relief to the staff member and/or take other corrective measures. A panel's recommendations generally are submitted to the Requesting Staff Member's and Responding Manager's Vice President, who renders a decision in consultation with the Vice President, Human Resources or, in IFC cases, with the Vice President, Human Resources and Administration, IFC.

3.02 Objectives. The objectives of the peer review process are to provide staff with a means to obtain review of disputed employment matters by their peers; to reach just, fair, and efficient resolution of such matters; and to ensure managers' accountability for their actions affecting staff.

3.03 Principles. The peer review process is part of the Bank's efforts to create a conflict competent workplace, providing a structure and support to staff members who wish to obtain review of disputed employment matters. Peer review is a participatory process designed to increase mutual respect, trust, and communication between staff and management.

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04. Peer Review Membership

4.01 Peer Review Members. The Bank's Peer Review Services shall be provided by Peer Review Members, who are volunteer staff members appointed by a Managing Director based on the joint recommendations of the Vice President, Human Resources and the World Bank Group Staff Association, according to the process described in Annex B to this Rule. The Vice President, Human Resources shall consult with the Vice President, Human Resources and Administration, IFC prior to making recommendations regarding IFC staff members. Each Peer Review Member shall hold a three-year term, renewable once for a second three-year term. There shall be 60 or more Peer Review Members.

4.02 Peer Review Chair. A Chair of the Peer Review Services shall also be appointed by a Managing Director based on a joint recommendation from the Vice President, Human Resources and the World Bank Group Staff Association. The Peer Review Chair shall serve on a volunteer basis for a three-year term, renewable once for a second three-year term. The Peer Review Chair is responsible for advising the Peer Review Secretariat on matters relating to the operation of Peer Review Services and for representing Peer Review Services in various Bank forums. In addition, the Peer Review Chair is vested with the authority to decide certain matters relating to cases, as specified within this Rule. The Peer Review Chair is also considered a Peer Review Member and may participate in the review of cases.

4.03 Peer Review Panels. The Peer Review Secretariat shall designate a Panel consisting of three Peer Review Members to review each Request for Review. Each Panel will include Peer Review Members at both the managerial and non-managerial level. Where feasible, each Panel will include at least one Peer Review Member who is either at the same grade level as, or shares similar work experience with, the Requesting Staff Member, and at least one Peer Review Member from the same Bank Group institution as the Requesting Staff Member and the Responding Manager. All Peer Review Members must complete the training course offered by the Peer Review Secretariat prior to serving on a Panel.

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05. The Peer Review Secretariat

5.01 The Peer Review Secretariat shall consist of an Executive Secretary and other staff members reporting to him or her.

5.02 The President shall appoint the Executive Secretary, after consultation with representative members of the staff selected by the World Bank Group Staff Association. The Executive Secretary will report directly to the Office

of the President. He or she will be appointed to serve for a period of five years with the possibility of one five-year renewal.

5.03 The Peer Review Secretariat is responsible for providing administrative support to the Peer Review Members in a neutral and impartial manner. The Secretariat also serves as an information resource regarding the peer review process.

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06. Review of Disputed Employment Matters

Matters Subject To Review

6.01 Except as set forth in paragraph 6.04 below, a Panel may review any Request for Review in which a Requesting Staff Member alleges that a managerial action, inaction, or decision was not consistent with his or her contract of employment or terms of appointment. The phrases “contract of employment” and “terms of appointment” include the terms in a staff member’s letter of appointment and all pertinent rules and policies, including the Principles of Staff Employment and the Staff Rules in effect at the time of the alleged action, inaction, or decision.

6.02 A staff member seeking a review of a disputed employment matter is required to submit the matter first to the Peer Review Services prior to appealing to the World Bank Administrative Tribunal, unless the matter comes under one of the exceptions listed in paragraphs 6.03 or 6.04 below.

6.03 A staff member seeking review of a decision to terminate his or her employment may elect to bypass the peer review process and file an application concerning the matter directly with the World Bank Administrative Tribunal pursuant to [Staff Rule 9.05](#).

6.04 Panels may not review Requests for Review concerning:

- a. decisions made by the Outside Interests Committee;
- b. decisions of the Benefits Administrator, the Finance Administrator, or the Pension Benefits Administration Committee of the World Bank Group Staff Retirement Plan;
- c. decisions about claims for workers’ compensation benefits, disability insurance benefits or health insurance benefits provided to enrolled staff and dependents by the Medical Insurance Plan or the Medical Benefits Plan;
- d. actions, inactions, or decisions taken in connection with staff member misconduct investigations conducted under [Staff Rule 3.00](#), [Staff Rule 8.01](#), or [Staff Rule 8.02](#), including decisions not to investigate allegations, decisions to place a staff member on administrative leave, alleged procedural violations, factual findings, performance management actions taken pursuant to [Staff Rule 3.00](#), and the imposition of disciplinary measures;
- e. a challenge to the validity of a Memorandum of Understanding (MOU) or settlement agreement between the Bank, IFC or MIGA and a staff member. (Panels may review an allegation of breach of such an MOU or settlement agreement, although a staff member seeking review of an alleged breach of an MOU or settlement agreement may elect to bypass the peer review process and file an application concerning the matter directly with the World Bank Administrative Tribunal pursuant to [Staff Rule 9.05](#));
- f. any decision where the Request for Review is in violation of Section 7 of this Rule; and
- g. any other type of decisions for which specialized appeal procedures may be established or in relation to which it is specifically provided that peer review is not available.

6.05 **Analysis of Disputed Employment Matters.** In reviewing a case, a Panel shall consider whether the disputed employment matter was consistent with the Requesting Staff Member’s contract of employment or terms of appointment, as defined above in paragraph 6.01.

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07. Time Limitations for Submitting Requests for Review

7.01 A staff member who wishes to request peer review must submit a Request for Review with the Peer Review

Secretariat within 120 calendar days of receiving notice of the disputed employment matter. In cases of challenges to redundancy decisions, the staff member must submit the Request for Review no later than 120 days after the staff member's *termination* date from the Bank Group (as opposed to 120 days from receipt of *notice* of the redundancy and termination).

7.02 A staff member receives "notice" of a disputed employment matter when he or she receives written notice or ought reasonably to have been aware that the disputed employment matter occurred.

7.03 If a staff member requests mediation of the disputed employment matter with the Office of Mediation Services prior to the expiration of the 120-day deadline for submitting a Request for Review, then following the termination of an unsuccessful mediation, the staff member has the greater of 30 calendar days or the remainder of the 120 calendar-day period to submit a Request for Review.

7.04 An Ombudsman may, on behalf of the staff member and within the 120-day deadline for submitting a Request for Review, request and receive from the Peer Review Chair an extension of the submission deadline for a reasonable and specific period of time to facilitate informal resolution of a disputed employment matter.

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08. Assistance Available to Participants in the Peer Review Process

8.01 The Peer Review Secretariat provides assistance to the parties regarding the peer review process. In keeping with its neutral and impartial character, the Peer Review Secretariat may not provide advice to parties concerning the substance or merits of their cases.

8.02 The Bank has provided the World Bank Group Staff Association with funds for an attorney to be available to advise Requesting Staff Members in connection with the peer review process. The Staff Association also maintains a roster of Peer Review Counselors to provide advice and assistance in relation to the peer review process.

8.03 Responding Managers may receive advice from the Bank's Legal Vice Presidency.

8.04 Attorneys advising Requesting Staff Members or Responding Managers may provide information regarding the peer review process and give advice regarding the matters at issue. The Requesting Staff Member and Responding Manager are required to draft submissions in their own words. Attorneys may not draft submissions, and attorneys will not be permitted in the hearings.

8.05 At hearings, the Requesting Staff Member and Responding Manager may each be accompanied by an adviser who is a current or former staff member. An adviser may not be a witness in the matter and may not be engaged in the practice of law. An adviser must also agree to be bound by the rules of confidentiality governing the proceedings. The Requesting Staff Member and Responding Manager are encouraged to present their own cases, and advisers may play a speaking role at the hearing only with the consent of the Panel.

8.06 Members of the Legal Departments of the Bank, IFC, or MIGA may not represent, advise, or otherwise assist Requesting Staff Members in preparing or presenting their cases in the peer review process.

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09. Duties of Cooperation and Truthfulness

9.01 Any Bank official or staff member called upon by a Peer Review Panel to be a witness or to produce documents or information in connection with a matter under review is obligated to cooperate fully, except to the extent that the Bank Staff Rules or policies provide otherwise, such as in the case of medical records.

9.02 Any individual who is a witness or otherwise provides information in the peer review process is obligated to be truthful. Intentionally providing false testimony or falsifying documents or information presented in the peer review process is a form of misconduct.

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10. Consideration of Requests for Review

Peer Review Procedures

10.01 The procedures governing the peer review process are contained in Annex A to this Rule.

Powers of the Peer Review Chair and Panels

10.02 Prior to the designation of a Panel, the Peer Review Chair may exercise the powers set out in paragraphs 10.03 a.-f., below.

10.03 At any stage in a proceeding, a Panel may:

- a. Refer a matter to the Office of Mediation Services, the Ombuds Services Office, the Office of Ethics and Business Conduct, or any other office or individual within the Bank for review or to encourage informal resolution of a disputed employment matter;
- b. Dismiss a Request for Review, or one or more of the claims made therein, when circumstances warrant, including when:
 - (i) The Request for Review was not timely submitted pursuant to Staff Rule 9.03, section 7;
 - (ii) The disputed employment matter falls outside the scope of Peer Review Services described in Staff Rule 9.03, section 6;
 - (iii) The disputed employment matter has already been challenged in the peer review process or before the World Bank Administrative Tribunal;
 - (iv) The Secretariat is unable to contact the Requesting Staff Member after reasonable efforts to do so; or
 - (v) The Request for Review represents an abuse of the peer review process.
- c. Reject a submission that is not permitted under, or is not in conformity with, this Rule or Annex A to this Rule;
- d. Make an interim recommendation regarding resolution of a case;
- e. Suspend the review of a Request for Review for a reasonable period of time as warranted under the circumstances;
- f. Consolidate for review one or more Requests for Review filed by the same staff member;
- g. Decide upon the parties' document and witness requests;
- h. Request any individual, including those involved in the matter under review, to produce documents or information relevant to the disputed employment matter within a specified period of time. A Panel may not obtain: (i) medical records without the express consent of the individual concerned; (ii) documents covered by the attorney-client privilege; or (iii) records of an ongoing investigation until the completion of all formal proceedings. In addition, the Staff Rules protect certain offices, such as the Ombuds Services Office, from being required to disclose information. A Panel may request individuals who are not Bank staff members to produce documents or information but cannot compel them to do so.
- i. Request any individual to appear as a witness at a hearing. A Panel may request individuals who are not Bank staff members to appear as a witness but cannot compel them to do so. In addition, the Staff Rules protect individuals from certain offices, such as the Ombuds Services Office, from being required to be a witness in such proceedings.
- j. Make findings of fact and reach conclusions with respect to disputed employment matters; and
- k. Recommend to management that the Bank award relief to the Requesting Staff Member and/or take other corrective measures as appropriate.

Duty of Impartiality

10.04 The Peer Review Chair, Peer Review Members, and the Peer Review Secretariat shall, in the exercise of their duties, act impartially.

Methods of Review

10.05 The peer review process shall generally include a hearing (in person, by videoconference, or by teleconference).

10.06 The Panel may issue a recommendation based on the written submissions without a hearing when: (i) the Requesting Staff Member so requests; (ii) it appears based upon review of the written submissions that there are no genuine issues of material fact; (iii) the Requesting Staff Member has failed to make himself or herself available for a hearing within 90 days after the Responding Manager submits his or her Response; or (iv) the Panel determines that it is not feasible to conduct a hearing.

The Report

10.07 The Panel shall prepare a Report summarizing its findings and the corrective measures and other relief, if any, recommended by the Panel. The Panel may also include in its Report observations and recommendations regarding areas for potential improvement in Bank practices and procedures that came to light through its review of a matter. The Peer Review Secretariat shall submit the Panel's Report to the decision-maker, as described in paragraph 11.01 below.

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11. Decisions on Requests for Review

11.01 The Requesting Staff Member's and Responding Manager's Vice President shall, in consultation with the Vice President, Human Resources, decide whether to present to the Requesting Staff Member some or all of the corrective measures and relief recommended by the Panel to resolve the case. For Requests for Review submitted by an IFC staff member, the decision shall be made in consultation with the Vice President, Human Resources and Administration, IFC. In any case where a Vice President referenced in this paragraph was the Responding Manager or has a conflict of interest affecting his or her ability to decide a case, or the Responding Manager does not report directly or indirectly to a Vice President, then the President or a Managing Director shall designate an appropriate, alternative decision-maker at the level of Vice President or above.

11.02 If a decision on the Panel's recommendations is not provided to the Requesting Staff Member within 30 calendar days of receipt by the designated decision-maker of the Panel's Report, then the Panel's recommendations will be deemed final and the Requesting Staff Member will be so informed.

11.03 If a decision-maker and the Requesting Staff Member agree on resolution of the case, the Bank shall promptly provide to him or her the agreed corrective measures and relief.

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12. Confidentiality

12.01 Peer Review Members, the Peer Review Secretariat, the parties, their advisers, and individuals asked to participate in the peer review process by providing advice or testimony or by producing documents or information shall treat all information obtained in connection with the peer review process in a confidential manner. "Confidential" means that such information may not be disclosed except to persons who require access to it for legitimate business purposes of the Bank Group.

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Annex A: Peer Review Procedures

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GENERAL PROVISIONS

A. Application of Procedures

1. These procedures govern the World Bank Group ("the Bank") peer review process pursuant to Staff Rule 9.03 (Peer Review Services) and apply to cases submitted to the Peer Review Secretariat on or after July 1, 2009.

B. Submission and Transmittal of Documents

2. All documents intended for consideration in the peer review process shall be submitted to the Peer Review Secretariat ("Secretariat") and shall conform to the requirements contained in Staff Rule 9.03 and this Annex (collectively, the "Rule"). All forms referenced in this Annex are available from the Peer Review Services website or from the Peer Review Secretariat. Requesting Staff Members and Responding Managers may not submit any documents unless expressly permitted to do so under this Rule or requested by the Peer Review Chair or a Panel to do so.
3. Staff members who submit hard copies of documents to the Secretariat shall provide the original plus five copies of the document. Staff members whose official duty station is outside of Washington, D.C. are exempted from this requirement and are permitted to submit the original document with no copies.
4. The Secretariat is responsible for: (i) transmitting copies of the submissions it receives from a party to the other party and to the Peer Review Chair or Panel, as appropriate; (ii) recording the dates upon which it receives and transmits such submissions; (iii) transmitting the requests and rulings of the Peer Review Chair and Panel to parties; and (iv) notifying a party when a response on his or her part is permitted or required, and if so, when such a response is due.

C. Extensions of Time

5. Except as provided under Staff Rule 9.03, section 7, no extensions of time will be granted for submitting Requests for Review or Responses. The Peer Review Chair may, upon written request of a party, grant an extension of time of up to seven calendar days for any other deadline for submissions to the Panel.

D. Suspension of Proceedings

6. The Peer Review Chair or a Panel may at any time, independently or upon the written request of

either party, temporarily suspend the proceedings for a reasonable period of time to allow for efforts at informal resolution or for other good cause.

INITIAL PROCEEDINGS

E. Submitting a Request for Review

7. A Requesting Staff Member may request review of a disputed employment matter by completing a Request for Review Form and submitting it, along with its attachments, to the Peer Review Secretariat within the deadlines set out in Staff Rule 9.03, section 7. **Both the Request for Review Form and associated attachments must be received by the Peer Review Secretariat on or before the deadline to be considered timely. They may be submitted as follows:**
 - electronically at peerreview@worldbank.org;
 - in person at Room MC13-210;
 - by mail to Room MSN-MC13-1312; or
 - by fax at (202) 477-1259.
8. To complete the Request for Review Form, the Requesting Staff Member must: (i) describe the disputed employment matter; (ii) state when he or she received notice of the disputed employment matter; (iii) identify the manager responsible for the disputed employment matter; (iv) provide the relevant facts; (v) explain the basis upon which he or she believes the disputed employment matter was inconsistent with his or her terms of appointment and/or conditions of employment; (vi) list and attach not more than 10 supporting documents not exceeding 50 pages in length and identify any other documents he or she requests the Panel to consider; (vii) list persons that he or she would suggest the Panel call as witnesses at the hearing; (viii) describe the relief he or she is requesting; and (ix) sign the Request for Review Form.

F. Initial Review of a Request for Review

9. After the Secretariat's receipt of a Request for Review, the Chair or a Panel may: (i) dismiss the Request for Review, in whole or in part, as untimely under Staff Rule 9.03, section 7; (ii) dismiss the Request for Review, in whole or in part, because it raises an issue outside the permitted scope of Peer Review under Staff Rule 9.03, section 6; (iii) refer the case to another office or individual within the Bank for informal resolution or review, pursuant to Staff Rule 9.03, paragraph 10.02 or 10.03; or (iv) take other action to facilitate the fair and efficient resolution of the case, consistent with the provisions of Staff Rule 9.03, paragraph 10.02 or 10.03. Alternatively, the Secretariat may forward the Request for Review to management for a response.
10. When the Secretariat forwards a Request for Review to management for a response, the Responding Manager will be the manager with direct responsibility over the disputed employment matter, even if he or she was not present when it occurred.

G. Responding to the Request for Review

11. Within 45 calendar days of receiving a Request for Review from the Secretariat, the Responding Manager shall submit a Response Form to the Secretariat. In doing so, the Responding Manager must: (i) provide the relevant facts; (ii) explain the basis upon which he or she believes the disputed employment matter was consistent with the Requesting Staff Member's terms of appointment and/or conditions of employment; (iii) list and attach not more than 10 supporting documents not exceeding 50 pages in length and identify any other documents he or she requests the Panel to consider; (iv) list persons that he or she would suggest the Panel call as witnesses at the hearing; and (v) sign the Response Form. If the Responding Manager fails to submit a Response to the Request for Review within 45 calendar days, then the Request for Review will proceed to the next stage of the peer review process.

THE PANEL

H. Panel Designation

12. Whenever a Request for Review is submitted, the Peer Review Secretariat shall, no later than 10 calendar days after receiving the Responding Manager's Response, designate a Panel to review the case. The Panel shall consist of three Peer Review Members. In designating the Panel, the Secretariat shall pay due regard to: (i) the criteria set out in Staff Rule 9.03, paragraph 4.03; (ii) the Peer Review Members' impartiality, as discussed in paragraph 13 below; and (iii) the Peer Review

Members' availability to participate in the timely review of the case, including attending a hearing.

13. Before assigning a Peer Review Member to review a case, the Secretariat shall consult with the Peer Review Member to determine whether he or she is in a position to review the case impartially. A Peer Review Member shall recuse himself or herself from participating in the review of any case if: (i) it involves a matter with which he or she has dealt administratively; (ii) it involves a staff member with whom he or she has or has had a close personal or professional association; or (iii) for any reason the Peer Review Member believes he or she cannot be impartial in reviewing the case.
14. The Secretariat shall promptly notify the parties of the Peer Review Members designated to serve on the Panel in their case and of the parties' right to object to any designated Panel Member's impartiality. The parties shall have 7 calendar days from receipt of such notice to object in writing to the impartiality of a designated Panel Member.
15. The Peer Review Chair shall determine whether a challenge to a Panel Member's impartiality is justified. If the Peer Review Chair finds the challenge to be justified, the Peer Review Secretariat shall designate a new Panel Member to replace the challenged Panel Member.
16. If at any time a designated Panel Member becomes unavailable or ineligible to continue serving on a case, the Secretariat shall follow the procedures set forth above to designate a new Panel Member.

I. Voting Quorum

17. For hearings and meetings to decide based on the written submissions of the parties, all three Panel Members shall attend (either by being physically present or by videoconference, teleconference, or other technological means), participate in the deliberations, and decide by majority vote questions relating to the merits of the case and the Panel's recommendations relating to its final disposition.
18. For any other act or thing required or permitted to be done by a Panel, only the concurrence of two Panel members is required.

REVIEW OF THE MERITS

J. Written Proceedings

19. Although Panels will ordinarily hold a hearing for every Request for Review submitted, a case may be reviewed based only on the written submissions under the conditions set forth in Staff Rule 9.03, paragraph 10.06. This is known as a "Written Proceeding."
20. A Requesting Staff Member may elect at the time he or she submits a Request for Review not to have a hearing. After the Secretariat receives the Responding Manager's Response, the Requesting Staff Member may change his or her election only with the agreement of the Responding Manager and the Panel.
21. Cases reviewed on the written submissions alone shall proceed as follows:
 - a. After the Responding Manager has submitted his or her Response, the Panel shall resolve any outstanding issues relating to the documents that the Panel needs to review the case.
 - b. Once the Panel has all the documents that it needs to review the case, the Secretariat shall notify the Requesting Staff Member that he or she has 14 calendar days to file a Reply Form. In the Reply, the Requesting Staff Member may only address evidence and arguments presented in the Response, and may not raise new issues.
 - c. The Responding Manager shall have 14 calendar days from receipt of the Reply to file a Final Response Form. In the Final Response, the Responding Manager may only address evidence and arguments presented in the Reply, and may not raise new issues.
 - d. Within 30 calendar days of receiving the Final Response, the Panel will meet to review the case based on the written submissions. Attendance at the meeting shall be limited to the Panel and Secretariat staff. No party or witness shall be allowed to appear or give evidence at the meeting.

K. Pre-Hearing Matters

22. In cases that will include a hearing, the Panel, or if a Panel has not been designated, then the Peer Review Chair, ordinarily will take the following steps after receipt of the Response to facilitate its review of the case:
 - a. Resolve any questions regarding the timeliness of the Request for Review under Staff Rule 9.03, section 7, and the Peer Review Panel's authority to review the Request under Staff Rule 9.03, section 6;
 - b. Consider whether the case should be referred to another office or individual in the Bank for informal resolution or review, as permitted under Staff Rule 9.03, paragraph 10.03(a);
 - c. Resolve any outstanding document and witness issues, including whether to obtain any additional documents or to request additional witnesses as suggested by the parties or as otherwise needed by the Panel;
 - d. Hold a scheduling conference with the parties to discuss the hearing date and location;
 - e. Select a hearing date that is within 90 calendar days of the date the Response was submitted or as soon thereafter as possible; and
 - f. Select a hearing location, taking into consideration such factors as: (i) the location of the parties, witnesses, and Panel; (ii) the wishes of the parties; (iii) fairness to the parties; (iv) available technology; (v) administrative burden; and (vi) cost.
23. The Secretariat shall notify the parties, the witnesses, and the responsible Country Director or Country Office Manager (when the hearing will be held at or in coordination with a country office) in writing of the hearing date and location. Once such notice is issued, the hearing date cannot be changed, absent exceptional circumstances as determined by the Panel.
24. In cases where the hearing will not be held at the Requesting Staff Member's duty station (or his or her last duty station in the case of a former staff member), the Requesting Staff Member may submit a Request for Travel Expenses within 7 calendar days of receiving written notice of the hearing date and location. The Panel may recommend that the Requesting Staff Member's travel expenses be reimbursed in whole or in part if it believes that the Requesting Staff Member's personal presence at the hearing is necessary to avoid prejudice.
25. If the Panel supports the Request for Travel Expenses, in whole or in part, the Secretariat shall submit the Panel's recommendation to the decision-maker identified in Staff Rule 9.03, paragraph 11.01 for decision. The authorized class of travel is economy class at excursion fares where available. All travel arrangements must be approved by the Peer Review Secretariat. No more than 4 days of per diem and hotel expenses will be approved.

L. Hearings

26. The Panel will be responsible for the conduct of hearings and will decide which witnesses are called, in what order they are called, and who questions the witnesses.
27. Attendance at hearings shall be limited to the following individuals: (i) the Panel; (ii) the Secretariat staff; (iii) the Requesting Staff Member; (iv) the Responding Manager; (v) the parties' advisers pursuant to Staff Rule 9.03, section 8; (vi) approved witnesses, who may only be present in the hearing while testifying; and (vii) an observer, such as a Peer Review Counselor in training, if both parties consent.
28. Those participating in the hearing may do so by personal appearance, teleconference, videoconference, or other technological means at the discretion of the Panel. Individuals present at the hearing location on the day of the hearing shall participate in person.
29. At the hearing, the Panel may permit the parties to make a brief statement; to answer questions; and to question witnesses.
30. The parties and all witnesses who testify at the hearing shall, before giving testimony, make the

following declaration: "I solemnly declare upon my honor and conscience that I will speak the truth, the whole truth, and nothing but the truth."

31. Hearings shall be recorded. The Panel designated to hear the case, the parties, and the Secretariat may listen to the recording. Hearing transcripts will not be provided to the parties.

M. The Panel's Report

32. Upon the conclusion of the proceedings, the Panel shall decide whether to recommend relief for the Requesting Staff Member and/or other corrective action. The Panel shall summarize its findings and recommendations in a Report.
33. The Secretariat shall submit the Panel's Report to the decision-maker as specified in Staff Rule 9.03, paragraph 11.01. The Panel's Report shall be submitted as soon as possible after the conclusion of deliberations and every effort will be made to do so within 21 calendar days of the deliberations.

DECISIONS

N. Decisions on Requests for Review

34. A decision whether to present the Panel's recommendation to the Requesting Staff Member shall be made according to the provisions of Staff Rule 9.03, section 11. If the decision-maker would find it helpful to meet with the Panel to discuss the rationale for the Panel's recommendations, such a meeting may be held. Once the decision-maker reaches a decision, he or she shall provide written notice of the decision, along with a copy of the Panel's Report to: the parties; the Peer Review Executive Secretary; and, if the staff member has not objected, the Ombuds Services Office. Any individuals or offices who need to be notified of a case's resolution in order to implement it may be notified.

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Annex B: Service of Peer Review Members

Selection of Members

1. Pursuant to Staff Rule 9.03, section 4, Peer Review Members shall be appointed periodically, as the need for the service of additional members arises.
2. Staff holding term and open-ended appointments with at least two years of service within the Bank Group as of the time of their nomination are eligible to serve.
3. The selection process for Peer Review Members shall begin with an open call from the Managing Director serving as Chair of the Council for Internal Justice for nominations and volunteers.
4. Nominated candidates will be asked to complete an application providing background information about themselves. Candidates will be vetted by the Human Resources Vice Presidency and the World Bank Group Staff Association ("Staff Association"). Due consideration will be given in the selection process to maintaining a roster of Peer Review Members that broadly represents Bank Group staff. For example, Peer Review Members will need to come from a wide array of positions, including those at managerial and non-managerial levels, from headquarters and from country offices, and from within the different Bank Group organizations. Additional criteria for the selection of Peer Review Members may be identified in the call for nominations.
5. Appointments of the Peer Review Members shall be made by the Managing Director serving as Chair of the Council for Internal Justice based upon joint recommendations from the Vice President, Human Resources, and the Staff Association.
6. Peer Review Members will hold three-year terms, subject to renewal for one additional term of three years as set forth in Staff Rule 9.03, paragraph 4.01. Decisions to reappoint shall be made by the Managing Director serving as Chair of the Council on Internal Justice based upon joint recommendations from the Vice President, Human Resources, and the Staff Association.

7. Individuals serving as members of the Appeals Committee as of July 1, 2009 will automatically become Peer Review Members and may serve out the remainder of their terms, with the option for reappointment as provided in Staff Rule 9.03, paragraph 4.01.

Training Requirements

8. Peer Review Members must participate in the mandatory orientation and training program, presented by the Peer Review Secretariat, prior to serving on a Panel. In addition, Peer Review Members should also participate in periodic training to reinforce their knowledge of the peer review process and to strengthen their skills as peer reviewers.

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09 Conflict Resolution

09.05 The World Bank Administrative Tribunal

01. Statute and Rules of the Tribunal

[Annex A: Statute of the Administrative Tribunal of the IBRD, IDA and IFC](#)

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[Annex B.II: Form of First Section of Application for Intervention Drawn up in Accordance with Article 7](#)

[Annex B: Rules of the World Bank Administrative Tribunal](#)

01. Statute and Rules of the Tribunal

1.01 The World Bank Administrative Tribunal hears and passes judgment upon applications of staff members and others as provided in its Statute, adopted by the Board of Governors, and its Rules, adopted by the Tribunal. The Statute and Rules of the Tribunal are set forth for the convenience of staff members in [Annex A](#) and [Annex B](#), respectively, to this Rule.

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Annex A: Statute of the Administrative Tribunal of the IBRD, IDA and IFC

Article I

There is hereby established a Tribunal of the International Bank for Reconstruction and Development (hereinafter referred to individually as the "Bank"), the International Development Association and the International Finance Corporation (together with the Bank hereinafter referred to collectively as the "Bank Group") to be known as the World Bank Administrative Tribunal.

Article II

1. The Tribunal shall hear and pass judgment upon any application by which a member of the staff of the Bank Group alleges non-observance of the contract of employment or terms of appointment of such staff member. The words "contract of employment" and "terms of appointment" include all pertinent regulations and rules in force at the time of alleged non-observance including the provisions of the Staff Retirement Plan.

2. No such application shall be admissible, except under exceptional circumstances as decided by the Tribunal, unless:

- i. the applicant has exhausted all other remedies available within the Bank Group, except if the applicant and the respondent institution have agreed to submit the application directly to the Tribunal; and
- ii. the application is filed within one hundred and twenty days after the latest of the following:
 - a. the occurrence of the event giving rise to the application;
 - b. receipt of notice, after the applicant has exhausted all other remedies available within the Bank Group, that the relief asked for or recommended will not be granted; or
 - c. receipt of notice that the relief asked for or recommended will be granted, if such relief shall not have been granted within thirty days after receipt of such notice.

3. For the purpose of this Statute:

The expression "member of the staff" means any current or former member of the staff of the Bank Group, any person who is entitled to claim upon a right of a member of the staff as a personal representative or by reason of the staff member's death, and any person designated or otherwise entitled to receive a payment under any provision of the Staff Retirement Plan.

Article III

In the event of a dispute as to whether the Tribunal has competence, the matter shall be settled by the Tribunal.

Article IV

1. The Tribunal shall be composed of seven members, all of whom shall be nationals of Member States of the Bank, but no two of whom shall be nationals of the same State. The members of the Tribunal shall be persons of high moral character and must possess the qualifications required for appointment to high judicial office or be jurisconsults of recognized competence in relevant fields such as employment relations, international civil service and international organization administration. Current and former staff of the Bank Group shall not be eligible to serve as members of the Tribunal and members may not be employed by the Bank Group following their service on the Tribunal.

2. The members of the Tribunal shall be appointed by the Executive Directors of the Bank from a list of candidates nominated by the President of the Bank after appropriate consultation. For this purpose, the President shall appoint an advisory committee composed of four members with relevant experience.

3. The members of the Tribunal shall be appointed for a term of five years; they may be reappointed for one additional term of five years. However, of the seven members appointed in 2001, the terms of three members shall expire at the end of three years. Any member who shall have served one or more full terms of office as of October 1, 2001 shall be eligible for reappointment for one additional term.

4. A member appointed to replace a member whose term of office has not expired shall hold office for the remainder of his predecessor's term, and may be appointed and reappointed in accordance with the provisions of [paragraphs 2](#) and [3 of this Article IV](#).

5. The members of the Tribunal shall hold office until replaced.

Article V

1. A quorum of five members shall suffice to constitute the Tribunal.

2. The Tribunal may, however, at any time form a panel of not less than three of its members for dealing with a particular case or group of cases. Decisions of such a panel shall be deemed to be taken by the Tribunal.

Article VI

1. The Tribunal shall elect a President and two Vice-Presidents from among its members.

2. The President of the Bank shall make the administrative arrangements necessary for the functioning of the Tribunal, including designating an Executive Secretary who, in the discharge of duties, shall be responsible only to the Tribunal.

3. The expenses of the Tribunal shall be borne by the Bank Group.

Article VII

1. Subject to the provisions of the present Statute, the Tribunal shall establish its Rules.

2. The Rules shall include provisions concerning:
 - a. election of the President and Vice-Presidents;
 - b. constitution of panels envisaged in [Article V above](#);
 - c. presentation of applications and the procedure to be followed in respect of them;
 - d. intervention by persons to whom the Tribunal is open under [paragraph 3 of Article II](#), whose rights may be affected by the judgment;
 - e. hearing, for purposes of information, of persons to whom the Tribunal is open under [paragraph 3 of Article II](#); and
 - f. other matters relating to the functioning of the Tribunal.

Article VIII

1. The Tribunal shall hold sessions at dates to be fixed in accordance with its Rules.
2. The Tribunal shall hold its sessions at the principal office of the Bank, unless it considers that the efficient conduct of the proceedings upon an application necessitates holding sessions elsewhere.

Article IX

The Tribunal shall decide in each case whether oral proceedings are warranted. Oral proceedings shall be held in public, unless the Tribunal decides that exceptional circumstances require that they be held in private.

Article X

1. The Tribunal shall take all its decisions by a majority of the members present.
2. In the event of an equality of votes, the President or the member who acts in such place shall have a casting vote.

Article XI

1. Judgments shall be final and without appeal.
2. Each judgment shall state the reasons on which it is based. Dissenting and concurring opinions, as well as clarifications, may be set out in the judgment.

Article XII

1. If the Tribunal finds that the application is well-founded, it shall order the rescission of the decision contested or the specific performance of the obligation invoked unless the Tribunal finds that the Respondent institution has reasonably determined that such rescission or specific performance would not be practicable or in the institution's interest. In that event, the Tribunal shall, instead, order such institution to pay restitution in the amount that is reasonably necessary to compensate the applicant for the actual damages suffered.
2. Should the Tribunal find that the procedure prescribed in the rules of the respondent institution has not been observed, it may, at the request of the President of such respondent and prior to the determination of the merits, order the case remanded for institution or correction of the required

procedure.

3. In all applicable cases, compensation fixed by the Tribunal shall be paid by the respondent institution.

4. The filing of an application shall not have the effect of suspending execution of the decision contested.

Article XIII

1. A party to a case in which a judgment has been delivered may, in the event of the discovery of a fact which by its nature might have had a decisive influence on the judgment of the Tribunal and which at the time the judgment was delivered was unknown both to the Tribunal and to that party, request the Tribunal, within a period of six months after that party acquired knowledge of such fact, to revise the judgment.

2. The request shall contain the information necessary to show that the conditions laid down in [paragraph 1 of this Article](#) have been complied with. It shall be accompanied by the original or a copy of all supporting documents.

Article XIV

The original copy of each judgment shall be filed in the archives of the Bank. A copy of the judgment shall be delivered to each of the parties concerned. Copies shall also be made available on request to interested persons.

Article XV

The Bank may make agreements with any other international organization for the submission of applications of members of their staff to the Tribunal. Each such agreement shall provide that the organization concerned shall be bound by the judgments of the Tribunal and be responsible for the payment of any compensation awarded by the Tribunal in respect of a staff member of that organization; the agreement shall also include, *inter alia*, provisions concerning the organization's participation in the administrative arrangements for the functioning of the Tribunal and concerning its sharing of the expenses of the Tribunal.

Article XVI

The present Statute may be amended by the Board of Governors of the Bank.

Article XVII

Notwithstanding [Article II, paragraph 2 of the present Statute](#), the Tribunal shall be competent to hear any application concerning a cause of complaint which arose subsequent to January 1, 1979, provided, however, that the application is filed within 90 days after the entry into force of the present Statute.

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Annex B I: Form of First Section of Application Drawn up in Accordance with Rule 7

I. Form of First Section of Application Drawn Up in Accordance with Rule 7

Information concerning the personal and official status of the applicant:

1. Name of respondent.

2. Applicant:

- a. name and first names;
- b. date and place of birth;
- c. marital status;
- d. nationality; and
- e. address for purposes of the proceedings.

3. Name and address of lawyer or staff member or retired staff member representing the applicant before the Tribunal.

4. Official status of applicant:

- a. organization of which the applicant was a staff member at the time of the decision contested;
- b. date of employment;
- c. title and level at time of decision contested;
- d. salary of applicant at the time of decision contested;
- e. type of applicant's appointment; and
- f. visa status, if applicable.

5. If the applicant was not a staff member at the time of the contested decision, state:

- a. the name, first names, nationality and official status of the staff member whose rights are relied on; and
- b. the relation of the applicant to the said staff member which entitles the former to come before the Tribunal.

6. Date of the occurrence of the event or date of decision giving rise to the application.

7. Date of receipt of notice (after the applicant has exhausted all other remedies available within the Bank Group) that the relief asked for or recommended will not be granted.

8. Date of receipt of notice that the relief asked for or recommended will be granted, if such relief shall not have been granted within thirty days after receipt of such notice.

9. Description of remedies exhausted within the respondent institution.

10. Applicants who are filing applications after they have been separated from the Bank's employment should indicate all employment, including self-employment, since the date of separation, stating the nature and periods of such employment, the names of all employers and gross payments received in respect of such employment.

II. Requirements Regarding Annexes

1. Each document shall constitute a separate annex and shall be numbered with an Arabic numeral. The word "ANNEX," followed by the number of the document, shall appear at the top of the first page;
2. The annexed documents shall be preceded by a table of contents indicating the number, title, nature, date and, where appropriate, symbol of each annex;

3. The words "see annex," followed by the appropriate number, shall appear in parentheses after each reference to an annexed document in the other sections of the application; and
4. Whenever possible, annexes should be attached in chronological order.

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**Annex B.II: Form of First Section of Application for Intervention Drawn up in Accordance with Article 7
Information concerning the personal and official status of the intervenor:**

1. Case in which intervention is sought.
2. Intervenor:
 - a. name and first names;
 - b. date and place of birth;
 - c. marital status;
 - d. nationality; and
 - e. address for purposes of the proceedings.
3. Name and address of lawyer or staff member or retired staff member representing the intervenor before the Tribunal.
4. Official status of intervenor:
 - a. organization of which the intervenor is a staff member;
 - b. date of employment;
 - c. title and level;
 - d. salary of intervenor at the time of decision contested;
 - e. type of intervenor's appointment; and
 - f. visa status of intervenor, if applicable.
5. If the intervenor was not a staff member at the time of the contested decision, state:
 - a. the name, first names, nationality and official status of the staff member whose rights are relied on; and
 - b. the title under which the intervenor claims he or she is entitled to the rights of the said staff member.
6. Intervenors who are filing applications after they have been separated from the Bank's employment should indicate all employment, including self-employment, since the date of separation, stating the nature and periods of such employment, the names of all employers and gross payments received in respect of such employment.

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Annex B: Rules of the World Bank Administrative Tribunal**RULES OF THE WORLD BANK ADMINISTRATIVE TRIBUNAL****as adopted by the Tribunal on September 26, 1980, and amended as of January 1, 2002**

(Marginal references are for ease of reference only, do not form part of the rules, and do not constitute an interpretation thereof.)

- [Chapter I: Organization](#)
- [Chapter II: Sessions](#)
- [Chapter III: Proceedings](#)
- [Chapter IV: Remand of a Case](#)
- [Chapter V: Intervention of a Case](#)
- [Chapter VI: Applications Concerning Decisions of the Pension Benefits Administration Committee](#)
- [Chapter VII: Miscellaneous Provisions](#)
- [Annex I](#)
- [Annex II](#)

Chapter I Organization

Rule 1

Term of Office of Members

Subject to any contrary decision of the Executive Directors of the International Bank for Reconstruction and Development (hereinafter referred to individually as the "Bank" and collectively, together with the International Development Association and the International Finance Corporation, as the "Bank Group"), the term of office of members of the Tribunal shall commence on the first day of October of the year of their appointment by the Executive Directors of the Bank.

Rule 2

President and Vice-Presidents

1. The Tribunal shall elect a President and two Vice-Presidents for terms of three years. The President and Vice-Presidents thus elected shall take up their duties immediately. They may be re-elected.
2. The retiring President and Vice-Presidents shall remain in office until their successors are elected.
3. If the President should cease to be a member of the Tribunal or should resign the office of President before the expiration of the normal term, the Tribunal shall elect a successor for the unexpired portion of the term. In the case of a vacancy of a Vice-President, the President may arrange for the election of a successor by correspondence.
4. The elections shall be by majority vote.

Rule 3

Duties of President

1. The President shall direct the work of the Tribunal and of its Secretariat. He shall represent the Tribunal in all administrative matters and shall preside at meetings of the Tribunal.
2. If the President is unable to act, one of the Vice-Presidents designated by the President shall act as President. In the absence of any such designation by the President, the Vice-President designated by the Tribunal shall act as President.

3. No case shall be heard by the Tribunal except under the chairmanship of the President or one of the Vice-Presidents.

Rule 4

Executive Secretary and Staff

In addition to an Executive Secretary, the Tribunal shall have other staff placed at its disposal by the President of the Bank. The Executive Secretary, if unable to act, shall be replaced by an official appointed by the President of the Bank.

Chapter II Sessions

Rule 5

Plenary Sessions

1. The Tribunal shall hold a plenary session once a year on a date fixed by the President for the purpose of hearing cases, forming panels, electing officers and any other matters affecting the administration or operation of the Tribunal. When, however, there are no cases on the list referred to in [Rule 14, paragraph 1](#), which in the opinion of the President would justify the holding of a session for their consideration, the President may, after consulting the other members of the Tribunal, decide to postpone the plenary session to a later date.

Special Plenary Sessions

2. A special plenary session may be convened by the President when, in his or her opinion, the number or urgency of cases requires such a session or it is necessary to deal with a question affecting the operation of the Tribunal.

Notices of Sessions

3. Notice of the convening of a plenary session or a special plenary session shall be given to the members of the Tribunal at least thirty days in advance of the date of the opening of such a session.

Quorum

4. Five members of the Tribunal shall constitute a quorum for plenary sessions.

Rule 6

Panels

1. When the Tribunal decides to form a panel provided for in [Article V, paragraph 2, of the Statute](#), it shall determine the particular case or group of cases for which such panel is formed.

2. A panel when formed shall include the President or one of the Vice-Presidents, who, as the case may be, shall preside over that panel.

3. The presiding member of a panel shall exercise all the functions of the President of the Tribunal in relation to cases before that panel, including determining the dates of sessions of the panel.

Chapter III Proceedings

Rule 7

Applications

1. Applications instituting proceedings shall be submitted to the Tribunal through the Executive Secretary. Such applications shall be divided into four sections, which shall be entitled respectively:

- I. Information concerning the personal and official status of the applicant;
- II. Pleas;
- III. Explanatory statement; and
- IV. Annexes.

2. The information concerning the personal and official status of the applicant shall be presented in the form contained in [Annex I of these rules](#).

Pleas

3. The pleas shall indicate all the measures and decisions which the applicant is requesting the Tribunal to order or take. They shall specify:

- a. any preliminary or provisional measures, such as the production of additional documents or the hearing of witnesses, which the applicant is requesting the Tribunal to order before proceeding to consider the merits;
- b. the decisions which the applicant is contesting and whose rescission is requested under [Article XII, paragraph 1, of the Statute](#);
- c. the obligations which the applicant is invoking and the specific performance of which is requested under [Article XII, paragraph 1, of the Statute](#);
- d. the amount of compensation claimed by the applicant in the event that the Tribunal finds that the respondent institution has determined, in accordance with the option given under [Article XII, paragraph 1, of the Statute](#), that rescission or specific performance would not be practicable or in the institution's interest;
- e. any other relief which the applicant may request in accordance with the Statute; and
- f. the amount of costs requested by the applicant.

Explanatory Statement

4. The explanatory statement shall set out the facts and the legal grounds on which the pleas are based. It shall specify, *inter alia*, the provisions of the contract of employment or of the terms of appointment the non-observance of which is alleged.

Annexes

5. The annexes shall contain the texts of all documents referred to in the first three sections of the application. They shall be presented by the applicant in accordance with the following rules and [Annex I, Part II, of these rules](#):

- a. each document shall be annexed in the original or, failing that, in the form of a copy bearing the words "Certified true copy";
- b. documents shall be accompanied by any necessary translations; and
- c. unless part of the document is irrelevant to the application, each document, regardless of its nature, shall be annexed in its entirety.

Copies

6. The applicant shall prepare eight copies of the application in addition to the original. Each copy shall reproduce all sections of the original, including the annexes. However, the Executive Secretary may grant the applicant permission, upon request, to omit the text of an annex of unusual length from a specified number of copies of the application.

Authentication

7. The applicant shall sign the last page of the original application. In the event of the applicant's incapacity, the required signature shall be furnished by his or her legal representative. The applicant may instead, by means of a letter transmitted for that purpose to the Executive Secretary, authorize his or her lawyer or the staff member or retired staff member who is representing the applicant to sign in his or her stead.

Filing

8. The applicant shall file the duly signed original and the eight copies of the application with the Executive Secretary. Where the President of the respondent institution and the applicant have agreed to submit the application directly to the Tribunal in accordance with the option given to them under [Article II, paragraph 2\(bi\), of the Statute](#), the filing shall take place within ninety days of the date on which the President of the respondent institution notifies the applicant of agreement for direct submission. In all other cases, the filing shall take place within the time limits prescribed by [Article II, paragraph 2\(bii\), of the Statute](#) and by [Rule 24](#).

Corrections

9. If the formal requirements of this rule are not fulfilled, the Executive Secretary may call upon the applicant to make the necessary corrections in the application and the copies thereof within a period which the Executive Secretary shall prescribe. He or she shall return the necessary papers to the applicant for this purpose. The Executive Secretary may also, with the approval of the President, make the necessary corrections when the defects in the application do not affect the substance.

Transmission

10. After ascertaining that the formal requirements of this rule have been complied with, the Executive Secretary shall transmit a copy of the application to the respondent.

Reservation of Application

11. If it appears that an application is clearly irreceivable or devoid of all merit, the President may instruct the Executive Secretary to take no further action thereon until the next session of the Tribunal. The Tribunal shall then consider the application and may either adjudge that it be summarily dismissed as clearly irreceivable or devoid of all merit, or order that it should be proceeded with in the ordinary way.

Rule 8

Preliminary Objections

1. Any objection by the respondent to the jurisdiction of the Tribunal or to the admissibility of the application, or any other objection for which a decision is sought before any further proceedings on the merits take place, shall be made in writing within twenty-one days of the date of the receipt by the respondent of the application.

2. The preliminary objection shall set forth the facts and the law upon which the objection is based.

3. Upon receipt by the Executive Secretary of a preliminary objection, the proceedings on the merits shall be suspended and the President of the Tribunal shall fix the time-limit within which the applicant may present a written answer to the objection.

4. The President of the Tribunal shall decide whether and to what extent additional pleadings may be required of the parties.

5. The Tribunal or, when the Tribunal is not in session, the President of the Tribunal may join the preliminary objection to the merits if there appears to be significant overlap of issues or contentions.

Rule 9

Answer

1. The respondent's answer shall be submitted to the Tribunal through the Executive Secretary. The answer shall include pleas, an explanatory statement and annexes. The annexes shall contain the complete texts of all documents referred to in the other sections of the answer not annexed to the application. They shall be presented in accordance with the rules established for the application in [Rule 7, paragraph 5](#), and [Annex I, Part II](#).

Copies

2. The respondent shall prepare eight copies of the answer in addition to the original. Each copy shall reproduce all sections of the original, including annexes. However, the Executive Secretary may grant the respondent permission, upon request, to omit the text of an annex of unusual length from a specified number of copies of the answer.

Authentication

3. The representative of the respondent shall sign the last page of the original answer.

Filing

4. Within sixty days of the date on which the application is transmitted to the respondent by the Executive Secretary, the respondent shall file the duly signed original and the eight copies of the answer with the Executive Secretary.

Transmission

5. After ascertaining that the formal requirements of this rule have been complied with, the Executive Secretary shall transmit a copy of the answer to the applicant.

Rule 10

Reply

1. The applicant may, within forty-five days of the date on which the answer is transmitted to him or her, file with the Executive Secretary a written reply to the answer.

2. The complete text of any document referred to in the written reply shall be annexed thereto in accordance with the rules established for the application in [Rule 7, paragraph 5](#), and [Annex I, Part II](#).

3. The written reply shall be filed in an original and eight copies drawn up in accordance with the rules established for the application in [Rule 7, paragraph 6](#). The original shall be signed in accordance with the rules established for the application in [Rule 7, paragraph 7](#).

4. After ascertaining that the formal requirements of this rule have been complied with, the Executive Secretary shall transmit a copy of the written reply to the respondent.

Rule 11

Rejoinder

1. The respondent may, within thirty days of the date on which the reply is transmitted to the respondent, file with the Executive Secretary a written rejoinder.
2. The complete text of any document referred to in the written rejoinder shall be annexed thereto in accordance with the rules established for the application in [Rule 7, paragraph 5](#), and [Annex I, Part II](#).
3. The written rejoinder shall be filed in an original and eight copies drawn up in accordance with the rules established for the answer in [Rule 9, paragraph 2](#). The original rejoinder shall be signed on the last page by the representative of the respondent.
4. After ascertaining that the formal requirements of this rule have been complied with, the Executive Secretary shall transmit a copy of the written rejoinder to the applicant.
5. Without prejudice to [Rule 12](#), the written proceedings shall be closed after the rejoinder has been filed.

Rule 12

Additional Statements and Documents

1. In exceptional cases, the President may, on his or her own initiative, or at the request of either party, call upon the parties to submit additional written statements or additional documents within a period which he or she shall fix. The additional documents shall be furnished in the original or in properly authenticated form. The written statements and additional documents shall be accompanied by eight copies. Any document shall be accompanied by any necessary translations.
2. Each written statement and additional document shall be communicated by the Executive Secretary, on receipt, to the other parties, unless at the request of one of the parties and with the consent of the other parties, the Tribunal decides otherwise. The personnel files communicated to the Tribunal shall be made available to the applicant by the Executive Secretary in accordance with instructions issued by the Tribunal.

Obtaining Information

3. In order to complete the documentation of the case prior to its being placed on the list, the President may obtain any necessary information from any party, witnesses or experts. The President may designate a member of the Tribunal or any other disinterested person to take oral statements. Any such statement shall be made under declaration as provided to the parties in accordance with [Rule 18, paragraph 2](#).

Delegation of Functions

4. The President may in particular cases delegate his or her functions under this rule to one of the Vice-Presidents.

Rule 13

Provisional Relief

1. The filing of an application shall not suspend the execution of the decision contested. However, the applicant may submit to the President of the Tribunal a request to suspend the contested decision until the Tribunal renders its judgment in the case.
2. A request for the suspension of the contested decision shall, unless it is manifestly unfounded, be transmitted to the respondent for its answer within a period of time to be determined by the President of the Tribunal.
3. The Tribunal or, when the Tribunal is not in session, the President of the Tribunal may grant such a

request in a case in which the execution of the decision is shown to be highly likely to result in grave hardship to the applicant that cannot otherwise be redressed.

Rule 14

Listing of Case for Decision

1. When the President considers the documentation of a case to be sufficiently complete, he or she shall instruct the Executive Secretary to place the case on the list and to transmit the dossier of such case to the members designated to decide it. The Executive Secretary shall inform the parties as soon as the inclusion of the case in the list is effected. No additional statements or documents may be filed after the case has been included in the list.
2. As soon as the date of opening of the session or panel at which a case has been entered for deciding has been fixed, the Executive Secretary shall notify the parties of the date.
3. Any application for the adjournment of a case shall be decided by the President, or, when the Tribunal is in session, by the Tribunal.

Rule 15

Executive Secretary's Functions

1. The Executive Secretary shall be responsible for transmitting all documents and making all notifications required in connection with proceedings before the Tribunal.
2. The Executive Secretary shall make for each case a dossier which shall record all actions taken in connection with the preparation of the case for trial, the dates thereof, and the dates on which any document or notification forming part of the procedure is received in or dispatched from his or her office.

Rule 16

Presentation of Case

1. An applicant may present his or her case before the Tribunal in person, in either written or oral proceedings if allowed pursuant to [Rule 17, paragraph 1](#). Subject to [Rule 7, paragraph 7](#), the applicant may designate a staff member or retired staff member of the Bank Group to represent him or her, or may be represented by a lawyer authorized to practice in any country which is a member of the Bank.
2. The respondent institution shall be represented either by one of its officials or retired officials designated for that purpose or by a lawyer authorized to practice in any country which is a member of the respondent institution.

Rule 17

Oral Proceedings

1. Oral proceedings shall be held if the Tribunal members hearing a case so decide or if either party so requests and the Tribunal so agrees. The oral proceedings may include the presentation and examination of witnesses or experts, and each party shall have the right of oral argument and of comment on the evidence given.
2. In sufficient time before the opening of the oral proceedings each party shall inform the Executive Secretary and, through him or her, the other parties of the names and description of witnesses and experts whom he or she desires to be heard, indicating the points to which the evidence is to refer.
3. The Tribunal shall decide on any application for the hearing of witnesses or experts and shall

determine the sequence of oral proceedings. Where appropriate, the Tribunal may decide that witnesses shall reply in writing to the questions of the parties. The parties shall, however, retain the right to comment on any such written reply.

Rule 18

Witnesses and Experts

1. The Tribunal may examine the witnesses and experts. The parties, their representatives or lawyers may, under the control of the presiding member, put questions to the witnesses and experts.

Declarations

2. Each witness shall make the following declaration before giving evidence:

"I solemnly declare upon my honor and conscience that I will speak the truth, the whole truth and nothing but the truth."

Each expert shall make the following declaration before making a statement:

"I solemnly declare upon my honor and conscience that my statement will be in accordance with my sincere belief."

Exclusion of Evidence

3. The Tribunal may exclude evidence which it considers irrelevant, frivolous, or lacking in probative value. The Tribunal may also limit the oral testimony where it considers the written documentation adequate.

Rule 19

Production of Documents and Inquiry

The Tribunal may at any stage of the proceedings call for the production of documents or of such other evidence as may be required. It may arrange for any measures of inquiry as may be necessary.

Chapter IV Remand of a Case

Rule 20

Remand

1. If, in the course of the deliberations, the Tribunal finds that the case should be remanded in order that the required procedure may be instituted or corrected under [Article XII, paragraph 2, of the Statute](#), it shall notify the parties accordingly.

2. The Tribunal shall decide on the substance of the case if, on the expiry of the time limit of two working days reckoned from the date of the notification under paragraph 1 above, no request for a remand has been made by the President of the respondent institution.

Chapter V Intervention

Rule 21

Intervention by Individuals

1. Any person to whom the Tribunal is open under [Article II, paragraph 3](#), and [Article XV of the Statute](#) may apply to intervene in a case at any stage thereof on the ground that he or she has a right which may be affected by the judgment to be given by the Tribunal. Such person shall for that purpose draw up and file an application in the form of [Annex II](#) for intervention in accordance with the conditions laid down in this rule.
2. The rules regarding the preparation and submission of applications specified in [Rules 7 through 16](#) above shall apply *mutatis mutandis* to the application for intervention.
3. After ascertaining that the formal requirements of this rule have been complied with, the Executive Secretary shall transmit a copy of the application for intervention to the applicant and to the respondent institution. The President shall decide which documents, if any, relating to the proceedings are to be transmitted to the intervenor by the Executive Secretary.
4. The Tribunal shall rule on the admissibility of every application for intervention submitted under this rule.

Rule 22

Intervention by Organizations

The President of the Bank, the chief executive officer of an international organization to which the competence of the Tribunal has been extended in accordance with the Statute, or the Chairman of the Pension Benefits Administration Committee of the Bank, may, on giving previous notice to the President of the Tribunal, intervene at any stage, if such person considers that his or her respective administration may be affected by the judgment to be given by the Tribunal.

Rule 23

Potential Intervenors

When it appears that a person may have an interest in intervening in a case under [Rules 21](#) or [22](#), the President, or the Tribunal when in session, may instruct the Executive Secretary to transmit to such person a copy of the application submitted in the case.

Chapter VI

Applications Concerning Decisions of the Pension Benefits Administration Committee

Rule 24

Pension Cases

Where an application is brought against a decision of the Pension Benefits Administration Committee of the Bank, the time limits prescribed in [Article II of the Statute](#) are reckoned from the date of the communication of the contested decision to the party concerned.

Chapter VII

Miscellaneous Provisions

Rule 25

Persons Furnishing Information

1. The Tribunal may, for purposes of information, permit persons to whom the Tribunal is open under [Article II, paragraph 3, of the Statute](#), whenever such persons may be expected to furnish

information pertinent to the case, to submit written or oral observations as may be appropriate.

Amicus Curiae

2. The Tribunal may permit any person or entity with a substantial interest in the outcome of a case to participate as a friend-of-the-court. It may also permit the duly authorized representatives of the Staff Association of a respondent institution so to participate. A request so to participate shall be accompanied by a brief and shall be filed not later than the date fixed for the filing of the applicant's reply under [Rule 10\(1\)](#). If the Tribunal grants the request, the Executive Secretary shall transmit a copy of the accompanying brief to the parties who may comment thereon within thirty days of the date on which the brief is transmitted to them.

Rule 26

Representative Cases

1. Either the applicant or the respondent to a case brought before the Tribunal may request that the Tribunal's judgment in the case be applied to all staff members similarly situated, whether or not such staff members have made application to or intervened in the proceedings before the Tribunal. The request must be made by the applicant not later than the date fixed for the filing of the reply, or by the respondent not later than the date fixed for the filing of the rejoinder.

2. The President of the Tribunal may grant the request under such conditions as he or she may find appropriate in the circumstances where it is shown that there exists an identifiable group of similarly situated staff who share a common legal or factual position and where such a ruling would best serve judicial efficiency in clarifying the rights or obligations of the specified group.

3. The Tribunal may determine in its judgment the extent to which its judgment will apply and to whom it may apply within the specified group.

Rule 27

Consolidation of Cases or Pleadings

1. Applicants in separate cases, or the respondent, may request the Tribunal to consolidate the cases in question, or any aspect of the pleadings in the cases. In deciding on the request, the Tribunal will consider the extent to which identical issues of law or fact are presented.

2. The Tribunal may on its own initiative order the consolidation of cases, or aspects of pleadings in separate cases, where it deems that identical issues of law or fact are presented.

Rule 28

Anonymity

1. An applicant who wishes that his or her name not be made public may request anonymity at the time when the application instituting proceedings is submitted to the Tribunal and, in any event, no later than by the date of the filing of his or her written reply to the answer.

2. A request for anonymity shall be transmitted to the respondent for comment within a period of time to be determined by the President of the Tribunal.

3. The President of the Tribunal may grant a request for anonymity in cases where publication of the applicant's name is likely to be seriously prejudicial to the applicant.

Rule 29

Costs

An application for costs should be submitted not later than seven days after the listing of the case.

Rule 30

Publication of Decisions

The Executive Secretary shall arrange for the publication of the decisions of the Tribunal.

Rule 31

Modification and Supplementation of Rules

The Tribunal, or, when the Tribunal is not in session, the President after consultation where appropriate with the members of the Tribunal, may:

- i. in exceptional cases modify the application of these rules, including any time limits thereunder;
- ii. deal with any matter not expressly provided for in the present rules.

Rule 32

Entry Into Force

The present rules shall apply to all applications submitted after January 1, 2002 and may apply to applications before that date if both the applicant and the respondent so inform the Tribunal.

Annex I

I. Form of first section of application drawn up in accordance with Rule 7

Information concerning the personal and official status of the applicant:

1. Name of respondent.
2. Applicant:
 - a. name and first names;
 - b. date and place of birth; marital status;
 - c. nationality; and
 - d. address for purposes of the proceedings.
3. Name and address of lawyer or staff member or retired staff member representing the applicant before the Tribunal.
4. Official status of applicant:
 - a. organization of which the applicant was a staff member at the time of the decision contested;
 - b. date of employment;
 - c. title and level at time of decision contested;

- d. salary of applicant at the time of decision contested;
 - e. type of applicant's appointment; and
 - f. visa status, if applicable.
5. If the applicant was not a staff member at the time of the contested decision, state:
- a. the name, first names, nationality and official status of the staff member whose rights are relied on; and
 - b. the relation of the applicant to the said staff member which entitles the former to come before the Tribunal.
6. Date of the occurrence of the event or date of decision giving rise to the application.
7. Date of receipt of notice (after the applicant has exhausted all other remedies available within the Bank Group) that the relief asked for or recommended will not be granted.
8. Date of receipt of notice that the relief asked for or recommended will be granted, if such relief shall not have been granted within thirty days after receipt of such notice.
9. Description of remedies exhausted within the respondent institution.
10. Applicants who are filing applications after they have been separated from the Bank's employment should indicate all employment, including self-employment, since the date of separation, stating the nature and periods of such employment, the names of all employers and gross payments received in respect of such employment.

II. Requirements regarding annexes

- 1. Each document shall constitute a separate annex and shall be numbered with an Arabic numeral. The word "ANNEX," followed by the number of the document, shall appear at the top of the first page;
- 2. The annexed documents shall be preceded by a table of contents indicating the number, title, nature, date and, where appropriate, symbol of each annex;
- 3. The words "see annex," followed by the appropriate number, shall appear in parentheses after each reference to an annexed document in the other sections of the application; and
- 4. Whenever possible, annexes should be attached in chronological order.

Annex II

Form of first section of application for intervention drawn up in accordance with Article 7

Information concerning the personal and official status of the intervenor:

- 1. Case in which intervention is sought.
- 2. Intervenor:
 - a. name and first names;
 - b. date and place of birth;
 - c. marital status;

- d. nationality; and
- e. address for purposes of the proceedings.

3. Name and address of lawyer or staff member or retired staff member representing the intervenor before the Tribunal.

4. Official status of intervenor:

- a. organization of which the intervenor is a staff member;
- b. date of employment;
- c. title and level;
- d. salary of intervenor at the time of decision contested;
- e. type of intervenor's appointment; and
- f. visa status of intervenor, if applicable.

5. If the intervenor was not a staff member at the time of the contested decision, state:

- a. the name, first names, nationality and official status of the staff member whose rights are relied on; and
- b. the title under which the intervenor claims he or she is entitled to the rights of the said staff member.

6. Intervenors who are filing applications after they have been separated from the Bank's employment should indicate all employment, including self-employment, since the date of separation, stating the nature and periods of such employment, the names of all employers and gross payments received in respect of such employment.

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10 Staff Consultations

10.01 Staff Consultations

01. Subject

02. Consultations

01. Subject

1.01 This Rule establishes procedures whereby the President, or a designated official, shall consult with representative members of the staff whenever a decision to make material changes in provisions on any of the subjects mentioned in [Principle 10 under the Principles of Staff Employment](#) is under consideration. Representative members of the staff shall be selected by the Staff Association. This Rule, as revised, is effective September 15, 1995.

1.02 The President, or a designated official, may also seek the views of staff through other mechanisms.

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02. Consultations

2.01 Consultations shall be held with the Senior Vice President, External Affairs and Administration (EA). The Senior Vice President, EA may direct that consultations be held with the Vice President, Personnel; the Directors, Compensation, Medical, and the Information, Technology and Facilities and General Services Departments as well as the Chiefs, Employment and Benefits; Policy, Planning and Information; and Training and Management Development Divisions. The above named officials may designate representatives to act in their absence and may also designate representatives to be responsible for consultations about specific subjects.

2.02 The Staff Association may designate representative members of the staff who shall be primarily responsible for consultations under [paragraph 2.01 above](#) or about specific subjects.

2.03 Consultations may be initiated by the Senior Vice President, Management and Personnel Services, or a representative designated by him. Likewise, consultations may be initiated by the representative members of the staff designated by the Staff Association. Whenever the circumstances of the Bank Group allow, consultations shall allow reasonable time for analysis and discussion.

2.04 Consultations may be in the form of meeting or by oral or written inquiry. When consultations are held in meetings, they shall normally be held only among staff members of the Bank Group. Upon notice of not less than 5 working days given by the Senior Vice President, Management and Personnel Services, or a representative of the Bank Group, or of the staff, advisors who are not staff members of the Bank Group may attend such meetings.

2.05 Information provided in confidence during the consultation process shall not be divulged to others, except with the express permission of the person conveying the information.

2.06 Consultations shall endeavor to produce consensus. Where disagreement persists and the Senior Vice President, Management and Personnel Services, has not participated in the consultations, the representative members of the staff may convey their views to the Senior Vice President, Management and Personnel Services, in writing, or upon request, orally. Thereafter, if disagreement persists, they may convey their views to the President in writing, or orally at his discretion. Copies of views conveyed to the President in writing shall be sent at the same time to the Senior Vice President, Management and Personnel Services.

2.07 Upon the request of a representative member of the staff, the President may recommend to the Executive Directors that representatives of the staff selected by the Staff Association be allowed to present their views to a meeting of the Executive Directors.

2.08 Papers prepared by the Senior Vice President, Management and Personnel Services, or a designated official, for a decision by the President, or the Executive Directors on any of the subjects on which consultations have been held shall include a statement of the views of the Staff Association. The Staff Association shall be offered the opportunity to either provide or review such statements.

2.09 To the extent practical, copies of papers on any of the subjects on which consultations have been held, which have been prepared by one party to the consultation and which are intended for wide distribution among the staff, shall be provided to the other party sufficiently in advance of issuance to allow comment.

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11 General Provisions

11.01 Claims

[01. Subject, Applicability and Definitions](#)

[02. Claims and Payments](#)

[03. Collections](#)

01. Subject, Applicability and Definitions

Subject

1.01 This Rule governs claims against the Bank Group for money owed and benefits accrued, and claims by the Bank Group for money owed. This Rule does not govern claims arising under the medical insurance plan, the life insurance plan, or any other insurance plan of the Bank Group, or deductions or forfeitures from pay imposed under [Staff Rule 8.01, "Disciplinary Proceedings."](#)

Applicability

1.02 This Rule applies to staff members and former staff members and persons claiming on the right of a staff member or former staff member.

Definitions

1.03 See below:

- a. Outstanding Receivables means any amounts owed by a staff member to the Bank Group, including, but not limited to, amounts relating to travel advances and benefits or allowances which the Bank Group has overpaid or entitlement to which the staff member has failed to substantiate, but shall not include financial assistance loans or advances which are made pursuant to [Staff Rule 6.18, "Financial Assistance."](#)
- b. Salary Payment means a single payment of the staff member's salary but shall not include payment of non-salaried remuneration. The salary payment amount shall equal one twenty-fourth of the annual net salary or, in the case of staff members whose salaries are not paid net of taxes, one twenty-fourth of the annual gross salary.
- c. Non-salaried remuneration means compensation for employment by the Bank Group of a staff member holding a consultant appointment whose compensation is not stated as an annual amount.

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02. Claims and Payments

2.01 Except where otherwise specifically provided to the contrary, whether in these Rules or elsewhere, the right of a staff member to claim any refund, allowance or payment due but unpaid or any benefit not credited shall lapse three years after the date on which a right to the benefit, allowance or payment claimed arose.

2.02 Except where otherwise specifically provided to the contrary, whether in these Rules or elsewhere, the right of the Bank Group to claim from a staff member any overpayment shall lapse three years after the overpayment claimed was made. The Bank Group may make a claim against a staff member by

listing the overpayment as an outstanding receivable on the written statement described in [paragraph 3.02 below](#), or by delivering a written notice of the claim to the staff member.

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03. Collections

3.01 The Bank Group may collect any outstanding receivables of a staff member as provided in this Section. However, upon request of a staff member, the Bank Group may allow the staff member to repay the amount outstanding over an extended period if, after considering the relevant circumstances, the Bank Group determines that collection of such amount pursuant to [paragraph 3.02 below](#), would impose an undue hardship upon the staff member.

3.02 A staff member will receive a monthly statement listing all outstanding receivables, if any, owing by the staff member to the Bank Group. The entire balance of outstanding receivables shall be deducted from remuneration paid to the staff member subject to [paragraphs 3.03, 3.04 and 3.06 below](#), except to the extent that the staff member makes payment by personal check before deduction. For a staff member receiving payment(s) of non-salaried remuneration, deduction shall commence with the first such payment made after the date of the monthly statement. For a staff member receiving salary payments, deduction shall commence with the staff member's first salary payment after the due date listed on the statement.

Maximum Deduction

3.03 The amount deducted from a salary payment or a payment of non-salaried remuneration of a staff member pursuant to [paragraph 3.02](#) shall not exceed the maximum deduction. In the case of a salary payment, the maximum deduction shall equal (i) 70% of the salary payment amount less (ii) amounts deducted from a salary payment for installment payments on loans or advances made pursuant to [Staff Rule 6.18, "Financial Assistance."](#) In the case of a payment of non-salaried remuneration, the maximum deduction shall be the full gross amount of the payment, less deductions for other obligations of the staff member.

3.04 If the balance of outstanding receivables exceeds the maximum deduction, the balance remaining upon deduction of the maximum deduction from the staff member's salary payment or payment of non-salaried remuneration, plus interest, if any, shall be deducted from subsequent payments of salary or non-salaried remuneration, subject to [paragraph 3.03](#). Any amounts that remain uncollected more than 60 days from the date of the statement described in [paragraph 3.02](#) shall be subject to interest at a rate equal to the rate set by the Bank-Fund Staff Federal Credit Union for signature loans (which interest rate is adjusted twice annually by the Credit Union).

Collection Upon Separation From The Bank Group

3.05 In the case of a staff member who separates from the Bank Group, any balance of outstanding receivables may be deducted in full from any amounts paid by the Bank Group except as provided in the Staff Retirement Plan) including, but not limited to, salary payments, tax allowances, tax supplements (if any) paid on Staff Retirement Plan benefits, contributions to retiree medical insurance premiums funded by the Bank Group, payments of non-salaried remuneration, termination grants (except as provided in the Staff Retirement Plan, if applicable), the separation grant, accrued annual leave, resettlement grants and allowances, and severance payments. The Bank Group may further pursue collection of outstanding receivables from a former staff member by exercising any rights or remedies available to it under applicable law.

Disputed Claims

3.06 If a staff member disputes any outstanding receivable or portion thereof listed on a monthly statement, the staff member may notify the Accounts Receivable Section of the Asset and Budget Accounting Division in writing of the item disputed and his or her reasons for contesting the item. The staff member must provide such notice within 30 calendar days of the date of the statement in which the disputed amount first appeared. The staff member shall receive a decision on the item in dispute

within 45 calendar days after providing such written notice, and the Bank shall take no further action to deduct the disputed amount from the staff member's salary or remuneration until an initial decision is issued. Once a decision that the item is due the Bank Group is issued, the Bank may proceed, pursuant to this Section 3 and in accordance with such decision, to deduct the amount, if any, which is due and owing to the Bank Group. After receiving the decision, if the staff member continues to dispute the item listed as an outstanding receivable, the staff member may file an appeal or request mediation in regard to the decision, as provided in the applicable Staff Rules.

Refunds

3.07 Any refund owing from the Bank Group to the staff member shall be offset by the amount of outstanding receivables owing by the staff member to the Bank Group, and if the amount of the refund exceeds the amount of outstanding receivables, the Bank Group shall promptly pay the excess to the staff member.

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