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**Termination of Appointment**

**1.0 Regulations and Rules**

This policy implements article IX of the UN Staff Regulations, and Chapter IX of the UN Staff Rules on Separation from Service.

**2.0 Policy**

1. This policy addresses the different types of termination of appointment and is applicable to all UNDP staff members governed by the [UN Staff Regulations and Rules](https://digitallibrary.un.org/record/4002120?ln=en&v=pdf).

**Types of separation**

1. For separations other than termination of appointment, please see UNDP’s [Types of Separation](https://popp.undp.org/taxonomy/term/616) in the POPP.
2. Separation as a result of resignation, abandonment of post, expiration of appointment, retirement or death shall not be regarded as a termination within the meaning of the Staff Rules.

**Termination of appointment**

1. A termination of appointment is a separation from service initiated by the Organization (see UN Staff Regulation 9.3 and Staff Rule 9.6 for the purpose of:
2. ending the continuing or permanent appointment of a staff member prior to the mandatory age of separation; or
3. ending the temporary appointment or fixed-term appointment of a staff member prior to the date of expiration of the appointment.
4. The authority to terminate the appointment of any staff member rests with the Administrator or delegated official who, providing reasons for the action, may exercise this authority in accordance with the terms of a staff member’s appointment, in any of the following situations:
5. the necessities of service require the abolition of posts or the reduction of staff;
6. unsatisfactory service;

1. incapacity for further service for health reasons;
2. disciplinary reasons;
3. if facts anterior to the appointment have come to light that would have precluded the appointment;
4. termination in the interest of the good administration of the Organization, provided that the action is mutually agreed by the staff member and the Organization, which implies that the termination may not be contested by the staff member concerned (“agreed termination”);
5. in the case of a staff member holding a continuing appointment, termination in the interest of the Organization, without the agreement of the staff member, principally as the result of a change or termination of a mandate;
6. For staff members who become unassigned or return to UNDP without a specific lien on a position and who have been unable to secure a new position after a period of special leave without pay or from a loan or secondment with another UN Organization.

**Termination of appointment for reasons of abolition of post or reduction of staff**

1. The relocation of a post in the professional and higher categories to another duty station does not constitute an abolishment of post.
2. A notice of termination will be provided in writing to the staff member occupying a post which is being abolished. This includes a staff member who encumbers or maintains a return right to a specific post which is being abolished, and who is on any form of authorized leave, or on secondment or inter-agency loan.
3. In the case of staff members in the General Service and National Officer categories consideration for available and suitable posts will be limited to available and suitable posts at their duty station.
4. An “available post” is defined as a vacant UNDP post, or a post that is becoming vacant and is to be filled prior to the end of the termination notice period. The funding source of the post may differ from that of the abolished post. An available post for purposes of this definition does not include temporary assignments or detail assignments, though it is recognized that performance of functions in such cases may suspend the termination of an appointment.
5. A post is “suitable” if staff members on an abolished post meet all the requirements and qualifications of a vacant post where their services can be effectively utilized, and have applied to or demonstrated specific and unequivocal documented interest in the relevant post.
6. If appointments are to be terminated as a result of the abolition of a post due to the reduction of staff, equally suitable staff members will be retained in the following order of preference:
7. staff members holding permanent appointments;
8. staff members holding continuing appointments;
9. staff members holding fixed-term appointments.
10. In the consideration of whether candidates are equally suitable, due regard shall be given to relative competence, integrity and length of service.
11. The effective date of separation is as follows:
12. For a staff member holding a permanent appointment, the separation date is the date of expiration of the notice period;
13. For a staff member holding a fixed-term appointment which expires after the end of the notice period, the separation date is the date of expiration of the notice period.
14. In the case of staff members on abolished posts, separation deferral options on special leave without pay, for a period up to and not exceeding two years, may be requested for the purposes of meeting the length of service requirements for pension or after service health insurance (ASHI).

**Termination of appointment for unsatisfactory service**

1. Managers must use the appropriate performance management tools in accordance with the relevant performance management and development policy to record unsatisfactory service, and to bring it to the attention of staff members in a timely manner, in order to offer staff members an opportunity to improve their performance.
2. If improvement in performance is not achieved in line with agreed expectations and within an agreed timeline, the appointment of the staff member may be terminated.
3. In the case of a staff member holding a permanent appointment that is proposed to be terminated for unsatisfactory service, the proposed action will be reviewed in accordance with Staff Rule 13.2(b)(i) by a body established for such review and which will make a recommendation to the Administrator or delegated official.
4. If no performance evaluation has been completed for a staff member holding a temporary appointment of six months or less, due to the short duration of the service, unsatisfactory performance can be attested to in writing, by the supervisor, and confirmed by the Bureau Director or Head of Office. Such a staff member may be separated for unsatisfactory service by terminating the appointment earlier, without further review.
5. In case of termination for unsatisfactory service, the staff member will be given notice according to the conditions applicable to their appointment type, or paid compensation in lieu of serving the notice period, at the discretion of the Administrator or delegated official.
6. A staff member whose appointment is terminated for unsatisfactory service may be paid a termination indemnity in accordance with Annex III, paragraph (c) of the Staff Regulations.

**Termination for reasons of health**

1. Please see UNDP’s policy on [Termination of Appointment for Reasons of Health](https://popp.undp.org/node/11646) in the POPP.

**Termination of appointment due to facts anterior to appointment**

1. The Administrator or delegated official, may terminate the appointment of a staff member if facts anterior to the appointment, and relevant to the staff member’s suitability, come to light subsequent to appointment, and if those facts, had they been known, would have precluded the appointment.

**Termination for disciplinary reasons**

1. An appointment can be terminated for misconduct in accordance with the [UNDP Legal Framework for Addressing Non-Compliance with the UN standards of conduct](https://popp.undp.org/node/11686).

**Termination of appointment in the interest of the good administration of the Organization (Mutually Agreed Termination)**

1. The Administrator or delegated official may terminate the appointment of any staff member in the interest of the good administration of the Organization, and in accordance with the standards of the Charter, if mutually agreed by the staff member and the Administrator or delegated official, and provided that the staff member concerned does not contest the action under specific conditions established by UNDP for mutually agreed terminations.
2. Any mutually agreed termination requires the staff member to sign a statement agreeing to the action and to not contest it.
3. In the case of a mutually agreed termination, separation deferral options and re-employment restrictions may apply. Such restrictions shall be stipulated in the termination agreement signed between the staff member and the Organization.
4. Upon termination of appointment, UNDP will pay the termination indemnity required under Annex III to the Staff Regulations. A mutually agreed termination may result in a different amount in accordance with UN Staff Regulation 9.3(d).
5. The approval of mutually agreed terminations remains a discretionary decision of UNDP and is not an entitlement. Factors considered in the approval of mutually agreed terminations include, among others, availability of funds, satisfactory service and the absence of a disciplinary record.

**Consideration for additional termination indemnities**

1. In cases where a staff member’s post has been abolished, where they become unassigned, where staff members have returned from their secondment as a Resident Coordinator, or in cases of mutually agreed termination, the Director of BMS may authorize a termination indemnity of up to 50 percent over and above what would be paid in accordance with Annex III to the UN Staff Regulations. The amount of additional termination indemnities which can be authorized by the Director of BMS is limited to, and calculated in accordance with, the schedule provided in Annex I.

In addition, the staff member must undertake in writing not to contest the action and meet the following criteria:

1. The staff member holds a permanent appointment, continuing appointment or fixed-term appointment and has completed 10 or more years of continuous service with UNDP[[1]](#footnote-2). The period of 10 years or more includes time served by a staff member holding a permanent appointment, continuing appointment or fixed-term appointment who has transferred to UNDP from another organization of the UN Common System of Salaries and Allowances from a permanent, continuing or fixed-term appointment.
2. The following are not eligible for consideration for additional termination indemnities:
3. Staff members on temporary appointments;
4. Staff members who have less than 10 years of continuous service under a permanent, continuing or fixed-term appointment;
5. Staff members who have reached the mandatory age of separation;
6. Staff members who return to UNDP without a specific lien on a position and who have been unable to secure a new position after a period of special leave without pay or from a loan or secondment with another UN Organization, unless they were seconded as a Resident Coordinator or are separated on a mutually agreed termination;
7. Staff members who are separated from UNDP for misconduct or unsatisfactory service;
8. Staff members administered by UNDP on behalf of another UN agency or entity and staff members with appointments limited to another agency or entity, unless approved by the agency or entity;
9. Staff members on fixed term appointments who are appointed to positions with service limited to those positions;
10. United Nations Volunteers;
11. Personnel who serve under Personnel Services Agreements, Service Contracts and Individual Contracts.
12. At its discretion, the Organization may implement specific separation programmes as deemed necessary.
13. Notwithstanding the limitations listed in paragraph 30, above, the Organization may negotiate and enter into individual separation agreements with any category of staff member as deemed necessary to resolve individual workplace claims.

**Implementation Options – lump sum/ special leave without pay**

1. The termination indemnity is paid upon separation with a staff member’s final pay or as a lump sum combined with special leave without pay.

**Calculation of termination indemnity**

1. The termination indemnity is calculated:
2. for a locally recruited staff member: on the staff member’s gross salary, including language allowance, if any, less staff assessment;
3. for an internationally recruited staff member: the staff member’s gross salary less staff assessment and excluding post adjustment.
4. Length of service is the total period of a staff member’s full-time continuous service with UNDP, on a permanent appointment or fixed-term appointment including upon transfer from another organization of the UN Common System of Salaries and Allowances from a permanent appointment or fixed-term appointment. Continuity of service is not considered broken by periods of special leave without pay or with partial pay, for less than 30 consecutive days, but full months will not be credited as service for indemnity purposes.
5. The termination indemnity is non-pensionable.
6. To avoid double compensation, the period for purposes of calculating the termination indemnity (including, where applicable, any additional termination indemnities paid in excess of what would be paid in accordance with Annex III to the UN Staff Regulations and payments in lieu of notice) cannot exceed the period left until the staff member would reach the mandatory age of separation.
7. No termination indemnity will be paid to a staff member who, upon separation from service, will receive a retirement benefit under article 28 of the Regulations of the United Nations Joint Staff Pension Fund or compensation for total disability under UN Staff Rule 6.4.

**Funding of mutually agreed termination costs**

1. A limited provision for funding such terminations is established within the Executive Group approved Institutional Budget. The corporate provision is for all Bureaux, and hence its utilization will be subject to Bureaux forecasts within the current rules and governance. Such termination costs in excess of this limited corporate provision will be subject to a decision by the EG.

**Notice of termination**

1. If the Administrator or delegated official terminates an appointment, the staff member will be given the stipulated notice and any termination indemnity payments applicable under the UN Staff Regulations and Staff Rules.
2. The following notice periods apply:
3. permanent and continuing appointment: no less than three months’ written notice;
4. fixed-term appointment: no less than 30 days written notice (or any other notice period stipulated in the letter of appointment);
5. temporary appointment: no less than 15 days written notice (or any other notice period stipulated in the letter of appointment).
6. The stipulated periods of notice are effective from the date of receipt of the written notification by the staff member.
7. In lieu of the statutory period of notice given to a staff member whose appointment is to be terminated, the Administrator or delegated official may instead decide to authorize compensation equivalent to salary, applicable post adjustment and allowances corresponding to the relevant notice period, at the rate in effect on the last day of service (“payment in lieu of notice”). If payment is made in lieu of notice, the notice period is not counted as time in service for any purpose.
8. Staff members serving their notice period who wish to leave the Organization before the end of the notice period may also have the remainder of the notice commuted to cash at the discretion of the Organization by submitting a written request to their supervisor upon receipt of the notice of termination. The authority to approve or deny the request is exercised by the Head of Office (in the case of locally recruited staff members serving outside New York Headquarters) or the Director, BMS/OHR (in the case of internationally recruited staff members and locally recruited staff members serving in New York Headquarters), taking into account the needs of the Organization, the supervisor’s recommendation, and the wishes of the staff member.

**Re-Employment after Separation**

1. A staff member whose appointment was terminated as a result of a mutually agreed termination may not be re-employed as a staff member within the period stipulated in the termination agreement.
2. Staff members re-employed following separation, under a new appointment, are not required to return their accrued annual leave, repatriation grant or normal termination indemnity payment. However, any entitlement, benefit or accrual a staff member may have, will, when separated for a second time, be adjusted so that the total payments for the first and second separations do not exceed the amounts that would have been payable had the service been continuous (see UN Staff Rule 4.18 (c)). Staff members re-employed following separation from service, will have their entry on duty reset to the effective date of the new appointment.
3. A former staff member paid over and above what would be paid in accordance with Annex III to the UN Staff Regulations, may only be re-employed on a fixed-term appointment within a period of 12 months following the date of separation if the staff member returns the additional termination indemnity, unless otherwise stipulated in the termination agreement.

1. The provisions for engagement of a former staff member as personnel who were in service under Service Contracts, Personal Services Agreement, and Individual Contracts are contained in the [POPP Chapter on Non Staff Contractual Modalities.](https://popp.undp.org/taxonomy/term/176/)

**Certification of Service**

1. Please see UNDP’s existing content on [Certificate of Service](https://popp.undp.org/node/10476/) in the POPP.

**Entitlements upon separation**

1. Please see UNDPs existing content on [Entitlements upon Separation](https://popp.undp.org/node/10721/) in the POPP.

**ANNEX I**

The maximum amount of additional termination indemnities which can be offered is calculated in accordance with the following:

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| --- | --- |
| **Completed** years of continuous service | Amount of additional termination indemnities |
| 10-14 | 3 months |
| 15-19 | 4.5 months |
| 20 and more | 6 months |

The amount of additional termination indemnities provided above is subject to periodic review and change.

1. Including service completed under the previous 100 and 200 series Staff Rules but excluding the 300 series Staff Rules. Service under the 300 series Staff Rules will not be counted towards the calculation of the indemnity, however continuity of service will not be considered broken by periods of service of the staff member on a 300 series appointment. [↑](#footnote-ref-2)