**Termination of Appointment for Reasons of Health**

1. This section covers the situation in which a staff member is terminated for reasons of health and the procedure to award a disability benefit under the United Nations Joint Staff Pension Fund (UNJSPF).

# Termination

2. Termination is an action initiated by the Organization to end a staff member’s:

1. Permanent appointment prior to its normal date of expiration; or
2. Continuing appointment; or
3. Fixed-term appointment

# Incapacity

3. For the purposes of this section and in accordance with Article 33 (a) of the Regulations of the United Nations Joint Staff Pension Fund (UNJSPF), “incapacity” shall mean “incapacity for further service reasonably compatible with a staff member’s abilities, due to injury or illness constituting an impairment to health which is likely to be permanent or of long duration.”

# Conditions

4. For a staff member’s appointment to be terminated for reasons of health under UN Staff Regulation 9.3 (a) (iii) the staff member’s incapacity must be established by conclusive medical evidence that results in the award of a disability benefit under UNJSPF Regulations.

**Applicability**

5. The provisions of this policy apply to all UNDP staff members governed by the UN Staff Regulations and Staff Rules.

# Request to UN Medical Director

1. When a staff member has taken an extensive period of continuous or cumulative sick leave (SL), a request must be sent to the UN Medical Director for determination of whether the staff member’s illness or injury is currently or potentially a case of incapacity for further service. This should be done as early as possible and not later than six months before the staff member exhausts his/her paid leave entitlement, both SL and annual leave (AL).
2. The request must be submitted for:

* + 1. Internationally-recruitedstaff members, by the OHR Business Partner serving the duty station or organizational unit;

* + 1. Locally recruited staff members stationed outside New York, by the Deputy Resident Representative (Operations)

* + 1. Locally recruited staff members stationed inNew York, by the OHR Business Partner serving the organizational unit

1. The request must include:

* 1. The staff member’s SL records for the last four years

* 1. A full medical report from his/her attending physician(s) stating the exact diagnosis, treatment provided, patient’s response to treatment, prognosis, and reasons for incapacity for further services. The physician(s) must be requested to send the report in a sealed envelope marked ‘confidential’ and addressed to the UN Medical Director. If the report is received unsealed, it must be immediately sealed. Nophotocopies may be made of the report for the staff member’s personal file.

* 1. Any other relevant information/documentation

# Review by UN Medical Director

1. After reviewing the staff member’s SL records, medical reports and other relevant documentation/information, the UN Medical Director will determine whether the staff member’s illness or injury constitutes an impairment to health that is likely to be permanent or of long duration.

1. The UN Medical Director will impart his/her conclusion to:

* 1. If an internationally recruitedstaff member, the OHR Business Partner serving the duty station or organizational unit

* 1. If a locally recruited staff member stationedoutsideNew York, the Deputy Resident Representative (Operations)

* 1. If a locally recruited staff member stationed inNewYork, the OHR Business Partner serving the organizational unit for notification to the staff member or, where appropriate, to a member of the staff member’s family.

1. If the UN Medical Director concludes that such an impairment does not exist and if the staff member disagrees with the conclusion of the UN Medical Director, he/she may request a review of the matter by an independent practitioner acceptable to the UN Medical Director and the staff member or by a medical board. The medical board will consist of the following members:

* 1. A medical practitioner selected by the staff member

* 1. The UN Medical Director or a medical practitioner designated by the Medical Director; and

* 1. A third medical practitioner who will be selected by agreement between the other two members and who will not be a medical officer of the UN

1. The fees charged by the medical practitioners selected for the medical board are paid either by UNDP or partially by UNDP and partially by the staff member. If the original prognosis is altered in favour of the staff member, UNDP will bear all the medical fees and incidental expenses. However, if the original conclusion is sustained, the staff member bears the medical fees for the medical practitioner whom he/she selected and one-half of the medical fees and expenses of the third medical practitioner on the board. The balance of the fees and expenses are borne by UNDP.

# Delay in determination

13. If a delay occurs in the determination by the UN Medical Director of the staff member’s incapacity and the staff member concerned has exhausted all his/her SL entitlement (at both full pay and half pay) under UN Staff Rule 6.2, and AL entitlement, the staff member will be placed on special leave with half pay pending the medical determination.

# Request to UNJSPF

1. If the medical determination is that an impairment does exist, a request must be submitted as soon as possible to the United Nations Staff Pension Committee (“the Committee”) for the award of a disability benefit to the staff member.

1. The request must be submitted for:

* 1. Internationally recruited staffmembers, by the OHR Business Partner serving the duty station or organizational unit

* 1. Locally recruitedstaff members stationedoutsideNew York, by the Deputy Resident Representative (Operations)

* 1. Locally recruited staff members stationed inNew York, by the OHR Business Partner serving the organizational unit

1. The request must be submitted using the form [Request for the Award of a Disability](https://popp.undp.org/node/5676) [Benefit under Article 33 of the UNJSP Regulation](https://popp.undp.org/document/request-award-disability-benefit-under-article-33-unjspf-regulations)[s.](http://sas.undp.org/Documents/P295.doc)

# Review by UNJSPF

1. The review of the UNJSPF Committee is governed by the UNJSPF Regulations and Rules. The UNJSPF Committee meets twice a year, normally in April and November.

1. Following consideration of the request and the advice of the UN Medical Director, the Committee will determine whether the staff member is incapacitated within the meaning of Article 33 (a) of the UNJSPF Regulations and, if a positive determination is made, will award a disability benefit. The Secretariat of the Pension Fund will notify both the staff member and the OHR Business Partner or Deputy Resident Representative (Operations) of the Committee’s decision.

# Delay in determination

19. If a delay occurs in the determination by the UNJSPF Committee of the award or non-award of a disability benefit and the staff member concerned has exhausted all his/her sick leave entitlement (at both full pay and half pay) under UN Staff Rule 6.2, as appropriate, and AL entitlement, the staff member will be placed on special leave with half pay pending the decision of the UNJSPF Committee.

**Termination**

**General**

# Approving authority

20. The Administrator has the sole authority to terminate the appointment of any staff member. For termination of appointments for reasons of health, this authority has been delegated to the OHR Director.

# Request to OHR Director

21. When the UNJSPF Committee has decided to award a disability benefit, a recommendation for the termination of the staff member’s appointment for reasons of health under UN Staff Regulation 9.3 (a) (iii) as appropriate, must be submitted as expeditiously as possible to the OHR Director for approval on behalf of the Administrator, for:

1. Internationally recruited staffmembers, by the OHR Business Partner serving the duty station or organizational unit

1. Locally recruited staff members stationedoutsideNew York, by the Deputy Resident Representative (Operations)

1. Locally recruited staff members stationed inNewYork, by the OHR Business Partner serving the organizational unit

# Notice of termination

1. Following the approval by the OHR Director of the termination of the staff member’s appointment, the appropriate notice of termination, as indicated in the next paragraph, will be issued to the staff members as follows:

* 1. Forinternationally recruited staffmembers**,** by the OHR Business Partner serving the duty station or organizational unit

* 1. Forlocally recruited staff members stationedoutside New York, by the Head of Office

* 1. Forlocally recruited staff members stationed inNew York, by the OHR Business Partner serving the organizational unit

1. Unless otherwise stipulated in the Letter of Appointment, a staff member must be given a notice of termination of not fewer than:

* 1. Three months, if under a Permanent Appointment
  2. Three months, if under a Continuing Appointment
  3. Thirty days, if under a Fixed-term Appointment
  4. Fifteen days if under a Temporary Appointment

1. In lieu of the notice period, the Administrator may authorize compensation calculated on the basis of the net base salary and allowances that the staff member would have received had the date of termination been at the end of the notice period. In this event, the notice period is not:

* 1. Counted as contributory for pension purposes
  2. Included in the calculation of length of service for payment of termination indemnity
  3. Counted as service for the purpose of accrual of AL

# Date of termination

25. Separation from service will take effect as of the date established in the notice of termination. In establishing such date, the following conditions will be observed:

1. If, on the date of notice, the staff member has a balance of SL that exceeds the period of notice prescribed in Staff Rule 9.7, the effective date of separation will be the date on which the staff member will have exhausted all his/her SL entitlement

1. If, on the date of notice, the staff member has a balance of SL that is less than the period of notice, the separation date will be the same as above, but the notice will advise the staff member that compensation in lieu of notice will be paid to the extent that the balance of SL falls short of the period of notice

1. If, on the date of notice, the staff member has already exhausted all his/her SL entitlement and has been placed on special leave with half pay under paragraph 13 and/or 19, the separation will be effective on the date the notice is given, but the notice will specify that compensation will be paid for the full period of notice

# Termination indemnity

1. A staff member whose appointment is terminated for reasons of health and who receives compensation for total disability under UN Staff Rule 6.4, (i.e., injury or illness attributable to service), does not receive termination indemnity.

1. A staff member whose appointment is terminated for reasons of health, but who does not receive compensation for total disability under UN Staff Rule 6.4, receives a termination indemnity based on his/her contractual status and length of service as per Annexes II to the UN Staff Rules, minus the amount of any disability benefit that the staff member may receive from the UNJSPF for the number of months to which the indemnity rate corresponds.

1. Length of service comprises the total period of a staff member’s full-time continuousservice with UNDP or with another organization of the UN common system, regardless of the type of appointment. Continuity of service will not be considered as broken by periods of special leave without pay (SLWOP) or with partial pay (SLWPP) for periods of less than one month, but full months of any such periods exceeding one calendar month will not be credited as service for indemnity purposes.

# Reduction of indemnity

29. To avoid double compensation, the period of termination indemnity may not exceed the period before retirement age (60, 62 or 65). If so, indemnity is reduced for the number of months exceeding retirement age.

# Calculation

1. The termination indemnity is calculated for:

* 1. Local staff members, based on the staff member’s pensionable remuneration, less staff assessment

* 1. International staff members, based on the staff member’s gross salary, less staff assessment

1. No pension contribution is made on the payment of a termination indemnity.

**Other**

**Sick Leave**

# Combination of SL on half pay with AL

32. Each day of SL at half pay may be combined with one-half day’s AL, provided the staff member previously agrees to such arrangement. In such case, a whole day’s SL on half pay and a half-day’s AL shall be charged for each working day involved.

# Accrual of AL during SL

33. In accordance with UN Staff Rules 5.1 (a) and (c) as appropriate, a staff member will accrue AL:

1. While on SL with full-pay status; or
2. While absent from work under an agreed arrangement, whereby a half day of AL is combined with a full day of SL at half pay

# Accrual of other entitlements during SL

34. Periods of SL, whether on full or half pay, shall not affect the accrual of service credits towards salary increment, home leave (HL), termination indemnity, and repatriation grant (RG), except when a staff member’s fixed-term appointment is extended to enable him/her to use his/her SL entitlement (see the two paragraphs below).

# Extension of fixed-term appointments for use of SL entitlement

1. When a staff member on a fixed-term appointment is incapacitated for service by reason of an illness that continues beyond the date of expiration of the appointment, he/she shall be granted an extension of the appointment, after consultation with the UN Medical Director, for a continuous period of certified illness up to the maximum entitlement to SL at full pay and half pay under UN Staff Rules 6.2.

1. When a staff member’s fixed-term appointment is extended solely to enable him/her to use his/her SL entitlement, such extension shall not give rise to any further entitlement to salary increment, AL, SL, or HL, but credit towards RG may continue to accrue if the staff member has not returned to his/her home country. SL on half pay during the period of such extension may not be supplemented by AL. In the event of death during the period of extension, the period prior to the death may be taken into account in the determination of the death benefit provided in UN Staff Rule 9.11 (a) (vii).

# Confidentiality

37. Medical information is confidential and should be treated as such, whether within offices or in the transmission to the UN Medical Services Division (UNMSD). No copies of medical reports from attending physicians may be kept in the personal files of staff members.