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FEDERAL NEGARIT GAZETTE

OF THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

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REGULATION NO.540/2023

COUNCIL OF MINISTERS REGULATION TO PROVIDE FOR THE ADMINISTRATION OF EMPLOYEES OF THE ETHIOPIAN CAPITAL MARKET AUTHORITY

The Council of Ministers issued this Regulation pursuant to Article 110 of the Capital Market Proclamation No.1248/2021.

PART ONE

GENERAL

1. Short Title

This Regulation may be cited as the ñ Administration of Employees of the Ethiopian Capital Market Authority Council of Ministers Regulation No.540 / 2 0 2 3 ò .

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2. Definition

This Regulation, unless the context otherwise requires:

1/ **Proclamation** ò means the Proclamation No. 1248/2021;

2/ **Administrative Decision** ò means given by the top management or a management member designated by the top management, either orally or in writing, on a recommendation by disciplinary or grievance handling committee or directly with regard to disciplinary matters or on other matters stipulated in this Regulation;

3/ **Authority** ò means the Ethiopian Capital Market Authority established pursuant to Article 3 Sub-Article (1) of the Proclamation;

4/ **Board** ò means the Board of the Ethiopian Capital Market Authority appointed pursuant to Article 7 Sub-Article (1) of the Proclamation;

5/ **Branch** ò means any branch or satellite office of the Authority opened outside of the head quarter;

6/ **Complaint** ò means grievances raised by one or more employees because of the interpretation or execution of this Regulation or Directives of the Authority or because of any other irregularities;

[illegible]

7/ "**Conditions of Work**" means field of relations between the Authority and the employee and includes hours of work, salary, leave, health and safety, compensation to employment injury, dismissal, retrenchment and severance payment, disciplinary and grievance procedure and any other similar matters;

8/ **Contract of Employment** means the employment agreement entered in to between the Authority and its employees or official employment or assignment letter issued by the Authority;

9/ "**Disciplinary Measure**" means to be taken against any employee who commits an offense in contravention of this Regulation or directives or code of conduct issued by the Authority;

10/ "**Employee**" means a pe entered in to a permanent employment with the Authority. However, it shall not include the top management;

11/ "**Inside Information**" means as defined under Article 93 Sub-Article (1) of the Proclamation;

12/ "**Job Position**" means a s duties and responsibilities to be performed full time by an individual employee;

13/ "**Leave**" means various types of leave to be given to an employee with or without pay;

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14/ "**Medical Certificate** ò means a issued by a client medical institution of the Authority or in case of emergency or force majeure situations by any local private or public medical institution licensed by the appropriate authority or where it is acquired from abroad it is verified by an authorized body;

15 / **Official** ò means an emp duties of office as a Director, Manager, Team Leader, Case Team Facilitator/Coordinator or a leader who may be assigned on similar position in the future;

1 6 /**Overtime Work** ò means wo an employee outside of the normal working hours based on an order given by the Authority;

17/ "**Person with Disability** ò mean individual whose equal employment opportunity is reduced as a result of his physical, mental or sensory impairments in relation with social, economic and cultural discrimination;

1 8/**Promotion** ò means the employee to a higher level of job;

1 9 /**Redeployment** ò means a employee of Authority to a similar job position of an equal grade or to a higher position and grade or to a lower grade where he so agrees;

20/ "**Salary**" means the monthly payment to which an employee is entitled in return for the performance of the work he performs under an employment relationship; provided however, that it may not include other related payments;

21/ "**Sexual Harassment**" means u sexual request or other verbal or physical conduct of a sexual nature and includes:

a) Unwelcome kissing, patting, pinching or making other similar bodily contact,

b) Following the victim or blocking the path of the victim in a manner of sexual nature,

c) Put sexual favor as prerequisite for employment, promotion, transfer, redeployment, training, education, benefits or for executing or authorizing any human resource management act;

22/ "**Temporary Employee**" means who is employed by the Authority for a job which is not permanent in nature or where circumstances so require to perform, temporarily, the responsibilities of a permanent position; provided however, that it may not include:

a) Persons employed as daily laborers who are paid on daily basis,

b) Persons who are assigned for internship or training,

c) Persons who enter into contracts with the Authority as independent contractors for considerations,

d) Persons who enter into a contract with the Authority due to their special skills and ability on part-time basis for consideration;

23/ "**Top Management Member**" means the Director General and the Deputy Director Generals of the Authority;

24/ "**Transfer**" means the transfer of an employee from the head quarter to a branch, from a branch to the head quarter or to another branch, from a work unit to another work unit, from a job position to another job position of the Authority, or from the Authority to another government organ and vice versa;

25/ The definitions provided under Article 2 of the Proclamation shall also apply to this Regulation;

26/ Any expression in the masculine gender includes the feminine.

3. Scope of Application

This Regulation shall be applicable on any employment contract between the Authority and its employees.

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PART TWO

ORGANIZATIONAL STRUCTURE, SALARY, ALLOWANCE, BENEFITS AND INCENTIVES

4. Organizational Structure of the Authority

The Authority shall undertake studies on its organizational structure and staffing plan that enable it to achieve its goals and implement the same upon approval by the Board.

5. Salary Scale

1/ The Authority shall undertake, and submit to the Board, base pay and studies for periodic revisions of the salary scale of the Authority based on economic changes or other relevant conditions and implement the same upon approval by the Board.

2/ The salary scale shall contain the base pay, the ceiling, the step increments of each grade and all positions of equal value shall have equal base salary.

3/ In case of lack of trained manpower, the Authority may negotiate and pay a higher salary scale upon approval by the Board.

6. Payment of Salary

1/ The Authority shall make payments of salary to the employees or to their legal representatives on the last day of each month pursuant to the Ethiopian Calendar.

2/ The salary of an employee may not be attached or deducted except in accordance with:

a) written consent of the employee,

b) court order, or

c) the provisions of the law;

3/ Monthly deductions from the salary of an employee to be made pursuant to Sub-Article 2 paragraph (b) or (c) of this Article shall not exceed one third of his salary.

7. Increment of Salary

Employees obtaining an efficiency evaluation of satisfactory or above may receive salary increments upon approval by the Board.

8. Allowances

The Authority shall issue a directive to determine the types and conditions of payment of allowances and implement the same up on approval by the Board.

9. Medical Benefits

The provision of medical service shall be effected in accordance with the Directives approved by the Board.

10. Insurance Benefits

The Authority shall insure its employees for accidents occurring during working hours.

11. Various Benefits

With the purpose of retaining its employees, the Authority shall undertake studies on various benefits packages and implement the same upon approval by the Board.

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12. Training and Education

The Authority may, with a view to fulfilling its mission, devise and implement ways and means of acquiring adequate local and overseas training and education for its employees.

13. Incentives

Based on performance planning and management system evaluation results, the Authority may, upon approval of the Board, give to employees ô including special award, bonus, on a yearly basis.

PART THREE
HUMAN RESOURCE PLANNING, DEPLOYMENT AND PERFORMANCE EVALUATION

14. Human Resource Planning

1/ The purpose of human resource planning shall be to forecast the staffing requirement for achieving the strategic objectives of the Authority, to take actions necessary for availing the required human resource, in type and number, for developing and properly utilizing same and for reviewing the results, from time to time, to make improvements thereof.

2/ The Authority shall, based on its strategic plans, undertake studies on its short, medium and long-range human resource planning and implement the same upon approval by the Board.

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3/ The Authority may fill any vacancy position through recruitment, promotion, transfer or redeployment in accordance with human resource plans.

4/ The Authority may issue directives for the implementation of Sub-Article (3) of this Article.

5/ Where the vacant position may be filled in accordance with Sub-Article (3) of this Article, there shall be no discrimination among applicants based on their ethnic origin, sex, religion, political outlook, disability, health condition or on any other ground.

6/ Notwithstanding Sub-Article (5) of this Article, in order to accommodate diversity, the institution may give priority to specific ethnic groups or religious followers during employment.

15. <u>Ineligibility</u>

1/ The following may not be eligible to be employed by the Authority:

a) A person under the age of 18 year,

b) any person who has been convicted by a court of competent jurisdiction for offences of corruption, breach of trust, theft, fraud or rape unless 5 years have lapsed from the date the penalty is served or is barred by limitation or remitted by pardon,

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c) without prejudice to paragraph (b) of this Sub-Article, a person who has been dismissed by any employer on grounds of disciplinary misconduct, before the lapse of 5 years from the date of his dismissal,

d) a person who has been prohibited from public service temporarily or permanently by court decision,

e) a person having no certificate of competence where applicable,

f) a person who is not willing to disclose and register his income, securities and other assets under the ownership of himself and his family as prescribed by this Regulation and other relevant laws,

g) a person who is unable to bring clearance from a previous employer, where applicable,

h) a person who is related either by marriage or first-degree blood, to a current employee and not willing to disclose the same to the Authority during recruitment process;

2/ Any candidate shall submit a written testimony of police to prove that he has no record of crimes referred to in Sub-Article (1) paragraph (b) of this Article.

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16. Vacancy Announcement and Recruitment Procedures

1/ The Authority shall advertise every vacant position to invite candidates to apply for the position.

2/Notwithstanding Sub-Article(1) of this Article, whenever there is shortage of professionals in the labor market, the Authority may use recommendation or choice by the Board or the top management to fill vacant positions.

17. Probation Period

1/ A selected candidate may be employed for a probation period for the purpose of testing his suitability to a position in which he is expected to be assigned.

2/ The selected candidate may be served with a letter of probation recruitment signed by authorized official of the Authority, stating the title and grade of his position, his salary, and date of commencement of his job together with job descriptions of his position.

3/ The period of probation shall be for 60 working days.

4/ Unless otherwise provided in this Regulation, an employee on probation shall have the same rights and obligations as that of an employee who has completed his probation period.

5/ Where the employee on probation has recorded satisfactory or above satisfactory performance result, a letter of permanent employment shall be issued by the Authority.

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6/ Where the performance result of an employee on probation is below satisfactory, or breaches the laws of the Authority, the Authority shall terminate the contract of employment without notice and without being obliged to pay severance payment or compensation.

7/ An employee on probation may terminate his employment relationship without notice.

8/ Where the employee on probation is absent from his work due to employment injury or occupational accident as defined by the Pu Proclamation, he may be allowed to complete the remaining probation period following the date of his recovery.

9/ Where the employee on probation period is absent due to force majeure for a period less than 15 days, the performance evaluation will cover only the period in which he was present at work.

10/ Where an employee on probation is absent due to maternity leave, for a period of more than 15 days, she shall be allowed to complete the remaining probation period following the end of her maternity leave; provided however, that if her absence is less than a month, her performance evaluation will cover only the period in which she was present at work.

18. Temporary Employment

1/ The Authority may hire a temporary employee only for a job which is not of a permanent nature; provide, however, that it may, where circumstance so require, hire a temporary employee to a permanent job position.

2/ The appointment of temporary employees, their rights and obligations as well as the conditions of work applicable to them may be prescribed by Directive to be issued by the Authority.

19. Outsourcing

Where necessary and upon obtaining the permission of the Board, the Authority may outsource certain positions or tasks.

20. Promotion

1/ Promotion shall be given for the purpose of executing works by competent employees, enhancing the performance of the Authority and for motivating employees.

2/ An Employee will not be eligible for promotion where he is found liable for a grave disciplinary violation within five years of the date of promotion.

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21. Internal Transfer

1/ The Authority may, whenever necessary, based on an internal transfer directive, transfer an employee to another similar position of an equal grade and salary or to another branch of work within the Authority.

2/ Transfer may take place on the following grounds:

a) where the position becomes vacant for an employee on medical leave or training or education or any other admissible ground, the Authority may transfer another employee to this position temporarily,

b) where a new position is created and the Authority is convinced it has a negative impact unless filled forthwith, the Authority may transfer the employee to that position temporarily,

c) where the Authority is convinced that an employee will perform better in another position, the Authority may transfer that employee to another position,

d) where the employee requests the transfer and the request approved by the Authority,

e) where the employee ethical act is suspicious and the service rendered show deficiency,

f) where the employee is under discipline investigation for grave violation and decision has not been reached,

g) where the position of an employee is abolished.

h) in the event of any condition that necessitate transfer of the employee occur;

3/ Notwithstanding the provisions of Sub-Article (1) of this Article, an employee may, without affecting his salary, be temporarily transferred to another position, for not more than a year, irrespective of the grade or type of functions where it is required to prevent the occurrence of financial loss, good will damage or other similar danger or to rectify the damages caused by such danger to the Authority.

4/ Where it is proved by a medical certificate that an employee who has completed his probation period is unable to carry out the functions of his position or to reside in his place of work due to his health condition, he shall be transferred to another suitable position or place of work with:

a) The same grade where such vacant position is available; or

b) a lower grade where a vacant position of the same grade is not available and he is willing to be transferred to a position of lower grade.

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5/ Where the position of an employee is abolished, he shall be transferred to another position of an equal grade within the Authority.

22. <u>Acting Assignment</u>

1/ Where circumstances require an employee may be assigned to a higher position in an acting capacity for not more than one year.

2/ Notwithstanding the provision of Sub-Article (1) of this Article, an employee may, following transparent procedure, be assigned to a higher position in acting capacity to replace an employee who is on an education or training program that lasts for more than a year.

3/ Any employee assigned in an acting capacity shall be entitled to acting

23. <u>External Transfer</u>

1/ Whenever necessary, the Authority and the government organ as well as the employee agree, an employee may transfer to a similar position of equal grade and salary from another government organ or vice versa.

2/ An employee transferred pursuant to Sub-Article (1) of this Article shall not lose the salary and benefits acquired by virtue of his grade and service before the transfer.

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24. Secondment

The Authority may issue and implement directive stipulating procedures under which an employee of the Authority may work in other governmental institutions or enterprises and an employee of another institution or enterprise may work for the Authority based on secondment. The secondment may also be conducted temporarily to enhance skill with in the Authority work units or with other similar foreign organizations located abroad.

25. Employment of Foreigners

The Authority, upon approval by the Board, and based on relevant laws may hire a foreign national on temporary bases, where it is proved that it is impossible to fill a vacant position that requires a high-level professional by an Ethiopian through promotion, transfer, or recruitment.

26. Redeployment

1/ The Authority shall redeploy its employees on the basis of competition when it implements a new organizational structure; provided, however, that an employee redeployed pursuant to this Article shall be entitled to his previous salary acquired by virtue of his grade and service.

2/ The employ that lost his position and lay off due to redeployment will be terminated and compensated for that if applicable.

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3/ The authority is not obliged to receive employees deployed from other institutions.

27. Nullification of Employment, Promotion, Salary Increment and Other Benefits

1/ An employment or promotion or salary increment or other benefit based on false evidence of education or experience given by an employee, shall be declared null and void at any time.

2/ Without prejudice to his disciplinary and criminal liability, an employee, whose employment or promotion or salary increment or other benefit is declared null and void in accordance with Sub-Article (1) of this Article, shall pay back the salary and other benefits he has received before the date of nullification measure.

28 .Performance Evaluation

1/ The Authority shall design a performance evaluation system based on employee performance plan.

2/ The purpose of performance evaluation shall be to:

a) enable an employee to effectively discharge his duties in accordance with the expected volume, quality, time and cost,

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b) evaluate an employee on continuous basis and identify his strength and weakness with a view to improving his future performance,

c) identify the training and improvement needs of the employee,

d) provide incentives based on result,

e) enable the Authority to make its personnel administration decisions based on facts,

f) foster teamwork and commitment,

g) promote fair competition between employees individually and in groups and further encourage efficiency.

29. Delegation

1/ Any official who is absent temporarily from his work place for reason of work, sickness, annual leave, training etc. shall inform his supervisor and delegate an employee who acts on his behalf. Provided, however, that if the official will be off-duty for a period longer than three months, the delegation shall be made by the top management.

2/ Delegation shall be made in writing and should be copied to the concerned Units of the Authority.

3/ A delegated employee cannot delegate another employee. Provided, however, that if the delegator do not return to work for force majeure, the delegation shall be made by the top management.

4/ A delegatee is responsible and accountable for any activity conducted during the period of delegation.

5/ Delegation shall be revoked in writing upon the return of the delegator.

PART FOUR

WORKING HOURS AND LEAVES

30. Regular Working Hours

Regular working hours of employees shall be determined on the basis of the conditions of work and may not exceed 8 hours a day and 39 hours a week. The details shall be determined in a directive to be issued by the Authority.

31. Overtime Work

1/ The Authority, by the preference of an employee, may give compensatory leave or overtime pay for overtime work done by an employee.

2/ Conditions for overtime work, overtime pay, amount of overtime pay and compensatory leave shall be determined by a directive to be issued by the Authority.

32. Annual Leave

1/ Annual leave to be granted for one year service may not be less than 20 working days.

2/ An employee having a service of more than a year shall be entitled to additional leave of one working day for every additional year of service; provided however that the duration of annual leave shall not exceed 30 working days.

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3/ Previous service rendered for more than six months in any institutions shall be considered for application of Sub-Article (2) of this Article as long as tax is paid.

4/ Annual leave shall be granted within the budget year in accordance with a leave made known to the employees and leave made and prepared on the basis of due consideration of the interest of the Authority and, as much as possible, the preference of each employee.

5/ Any newly appointed employee shall not be entitled to annual leave before serving for eleven months.

6/ Annual leave may not be postponed; provided. However, that the Authority may postpone an leave for up to two years where it finds it necessary due to work loads. The accumulated leave shall be granted to the employee in the third budget year.

7/ Annual leave may not be paid in terms of money; provided however, that where the employment relationship of an employee is terminated, unused annual leave shall be given in terms of money.

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8/ Notwithstanding the provisions of Sub-Article (7) of this Article, an employee whose annual leave is postponed for two years in accordance with Sub-Article (6) of this Article may claim payment, and the Authority shall make the payment for the number of working days for the first year of the accumulated annual leave.

9/ An employee shall be entitled to advance payment of his monthly salary at the time of taking his annual leave.

10/ The salary an employee receives during his annual leave shall be equal to what he would receive if he had continued to work.

11/ Without prejudice to the provisions of Sub-Article (5) of this Article an employee after the completion of eleven months shall be granted annual leave based on the service rendered.

12/ An employee who resigns after taking his annual leave in accordance with Sub-Article /4/ of this Article before the end of the budget year shall be liable to pay back part of the advance salary for which he has not rendered service.

33. <u>Recalling of employee on Leave</u>

1/ An employee on annual leave may be recalled only where unforeseen circumstances required his presence at his job duties.

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2/ An employee who is recalled from leave shall be entitled to a payment covering the remainder of his leave excluding the time lost for the trip. The employee may opt to take the leave instead of the payment.

3/ The Authority shall cover the transport expenses and per-diem incurred by the employee who came from outside of Addis Ababa as a direct consequence of him being recalled.

34. Maternity Leave

1/ A pregnant woman employee shall be entitled to:

a) paid leave for medical examination in accordance with a doctor's recommendation,

b) paid leave before delivery if recommended by a doctor.

2/ The leave referred to in Sub-Article (1) of this Article may not be considered as sick leave.

3/ A pregnant woman employee shall be entitled to a period of 30 consecutive days of prenatal leave preceding the presumed date of her confinement and a period of 90 consecutive days of maternity leave after her confinement, in total 120 days of maternity leave with pay.

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4/ If the pregnant woman employee delivered before the completion of the prenatal leave which is granted under Sub-Article (3) of this Article, the unused prenatal leave shall be granted after her confinement.

5/ If the pregnant woman employee does not deliver on the presumed date, the days subsequently taken before her confinement shall be replaced by the annual leave, she is entitled to within the budget year or that of the following budget year if no annual leave is left.

6/ The pregnant woman employee shall be entitled to sick leave in accordance with Article 35(1) of this Regulation, if she becomes sick after completion of her maternity leave under Sub-Article (3) of this Article.

7/ Any pregnant woman employee who encounters a miscarriage of not less than six months shall be entitled to 60 days post confinement maternity leave if her pregnancy follow-up is confirmed by medical certificate.

8/ If a pregnant woman employee on prenatal leave encounters a miscarriage of pregnancy, her prenatal leave shall terminate and she shall be entitled to the 90 days post confinement maternity leave referred to in Sub-Article (3) of this Article.

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9/ Any pregnant woman employee who encounters a miscarriage of three to six months ô s pregnancy consecutive days leave with pay if the miscarriage is confirmed by medical certificate.

10/ Any employee shall be entitled a paternity leave with pay for 10 working days at the time of his wife's delivery.

35. <u>Sick Leave</u>

1/ Any employee shall be entitled to sick leave based on medical certificate where he is unable to work due to sickness.

2/ The duration of sick leave to be granted to an employee, who has completed his probation period, in accordance with Sub-Article (1) of this Article shall not exceed eight months in a year or twelve months in four years, whether counted consecutively or separately starting from the first day of his sickness.

3/ Sick leave to be granted in accordance with Sub-Article (2) of this Article shall be with full pay for the first six months and with half pay for the last two months.

4/ Where an employee is absent from work on grounds of sickness, he shall notify the Authority within one day unless prevented by force majeure.

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5/ An employee on probation shall be entitled to one-month sick leave with pay on the basis of medical certificate.

6/ Where an employee who has completed his probation and who is on annual leave gets sick and presents a medical certificate, his annual leave shall be interrupted and replaced by sick leave.

7/ The annual leave interrupted pursuant to Sub-Article (6) of this Article shall be resumed upon completion of the sick leave.

36. Medical Certificate

The Medical Certificate shall describe the health condition and the sick leave to be granted to an employee.

37. Leave for Personal Matters

Any employee shall be entitled to leave for personal matters such as mourning, wedding and examination for a maximum of 7 working days within a budget year.

38. Special Leave with Pay to Perform Legal Obligations

Any employee shall be entitled to special leave with pay where he is summoned by a court or any other competent authority for the time utilized for such purpose.

39. Employment Injury Leave

1/ Notwithstanding, Sub-Article (2) of Article 35 of this Regulation, an employee who has sustained an employment injury defined by the Pu Proclamation shall, based on medical certificate be entitled to injury leave with pay until he recovers and resumes work or until it is medically certified that he is permanently disabled.

2/ Where the employee intentionally delays his recovery by not following the medical treatment properly or by his non-observance of doctor's instructions, his entitlement of leave under Sub-Article (1) of this Article shall cease.

40. Leave without Pay

1/ If an employee who has completed his probation, upon sufficient grounds applies for a special leave without pay, the top management may authorize the grant of such leave for a period not exceeding one year if it does not adversely affect the interest of the Authority.

2/ Notwithstanding Sub-Article (1) of this Article, where an employee applies for special leave without pay due to his assignment on a project run by a government institution or due to the assignment of his spouse to a diplomatic mission abroad, he may be granted with such leave for the duration of the project or the completion of the diplomatic mission.

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3/ An employee shall not be granted leave without pay before utilizing his accrued annual leave.

4/ An employee who has completed his probation period and runs for election may be entitled to leave without pay during the election campaign and for the duration of the voting.

41. Notification

An employee wishing to take any kind of leave in accordance with Article 37 and 38 of this Regulation shall notify the Authority in advance and present the necessary supporting evidence whenever the Authority requests.

42. Unauthorized Absence

1/ If an employee is absent from duty without permission, his salary for the days of his absence shall be withheld.

2/ If the employee produces sufficient reasons for his absence, he shall get full payment for the time of absence.

PART FIVE
CONDITIONS OF WORKAPPLICABLE TO MEMBERS OF THE SOCIETY DESERVING AFFIRMATIVE ACTION

43. Conditions of Work Applicable to Female Employees

1/ The Authority may take affirmative actions that enable female employee to improve their competence and to assume decision making positions.

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2/ Women employees shall be entitled to affirmative actions in recruitment, promotion, transfer, redeployment, education and training.

3/ It is prohibited to assign a pregnant woman employee to a position other than the position she assumed through recruitment or promotion; provided, however, that where so recommended by a medical certificate due to the risk to her health or to the fetus, she shall be transferred to another position or place of work.

4/ The Authority shall not discharge a female employee by way of retrenchment pursuant to Article 65 of this regulation during her pregnancy or within four months after delivery or within four months after she encountered a miscarriage.

5/ Any female employee shall, when confirmed by medical certificate, be entitled to leave with pay for the time spent in the follow up of medical treatment of her child who has not attained the age of one year.

6/ The Authority may establish a nursery where employees could breast-feed and take care of their babies.

44. <u>Conditions of Work Applicable to Persons with Disabilities</u>

1/ An employee with disabilities shall be entitled to affirmative actions in recruitment, promotion, transfer, redeployment, education and training.

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2/ The Authority shall ensure that its working environment is conducive to employees with disabilities, provide them with the necessary tools and materials and train them how to use such tools and materials.

3/ The Authority shall have the responsibility to assign a person who shall provide proper assistant for those employees with disability that requires assistance.

4/ Privileges prescribed by other laws to persons with disabilities shall be applicable for the implementation of this Regulation.

PART SIX
RIGHTS AND OBLIGATIONS

45. Rights of the Authority

Based on the requirements of this Regulation and other laws, the Authority shall have the right to direct its operations and to take or cause the taking of any proper measure for the administration of its staff.

46. Rights of Employees

1/ Unless otherwise prohibited by law, court order or Directives on disciplinary measures issued by the Authority based on this Regulation, any employee shall get and enjoy all benefits and rights stipulated in this Regulation and Directives issued by the Authority.

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2/ Any employee shall have the right to lodge a complaint to the Authority whenever he encounters conditions of work contrary to his promotion and rights.

47. <u>Obligations of the Authority</u>

Without prejudice to other provisions of this Regulation, the Authority shall have responsibilities to:

1/ Respect and make respected the provisions of this Regulation and Directives issued pursuant to this Regulation,

2/ By no means commit any act that undermines the rights and dignity of an employee,

3/ Take all the necessary actions to enable the employee to understand the meaning and execution mechanisms of this Regulation and Directives issued pursuant to this Regulation,

4/ Provide each employee with a proper job description and a performance evaluation result,

5/ Provide employees with the necessary working tools and materials and orient them about their usage,

6/ Pay salary and other benefits in accordance with this Regulation and Directives issued pursuant to this Regulation,

7/ Ensure the workplace is safe and healthy for the employees,

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ɬ ɦ Ǫ Í Ņ Б Σ ŰŘ ƿ b ŭ Ə

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Ř ƿ b ŭ ƏDZ Ꝑ Ń Ų b ħ ə

ɠ IJ ɳ Ř ǒ Ć Y ơ ŵ Ɠ Ŀ ħ ɖ Θ Ǫ Ĵ ǯ ă ɖ Đ Ŭ
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ɠ IJ ĥ ǔ Ŭ Ś Б ɳ œ Θ Ĩ b Ŭ ɳ Ɠ ŵ Ɠ Ŀ ħ ɖ Θ Y ơ
Ɠ į ă ŷ T î ħ Ř Ĩ Ꝙ ĵ Ǒ ħ ə.

ɑ/ Ų Ŀ Ņ Ŭ ġ ĥ DZ Ǫ Б IJ Ɠ ƶ Б Ŭ ɖ Ŀ Ņ Ņ ɳ
Ǫ IJ Ŀ Ņ Ć ə.

ɣ/ Ǫ ŵ Ɠ Ŀ ħ ɖ Θ dz ɳ Ų T Ə ə Ǫ Ņ ɳ ɳ ơ Ǫ Ŀ Ņ
ŵ ħ dz ɬ Ÿ ƋY ɳ ɳ ɠ Ĝ ķ Ǫ ŵ Ɠ Ŀ ħ ɖ Θ ɳ ŷ ɬ C
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ɦ/ Ų Í Ņ Б T Ə Y ɳ ɠ Ĝ ķ Ų Í Ņ Б T Ə (
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T Ɠ ĵ ɳ ō ō Ć ə.

8/ Treat all employees equally without discrimination on the basis of nation, sex, religion, political outlook, health condition, disablement or any other similar grounds.

48. Obligations of Employees

Any employee of the Authority shall have the following obligations:

1/ Respect and implement the Authority and the government policies,

2/ Devote his whole energy and ability to the service of the Authority and the public,

3/ Personally perform the work specified in his contract of employment,

4/ Not commit acts which endanger the Authority ôs clien workers and the, A

5/ Give aid as per the instructions given by his work unit or in any other manner he thinks feasible in the occurrence of accidents endangering the Authority or its employee or guests,

6/ Accept any act of supervision properly exercised, at any time, by his immediate supervisor or any other higher official with respect to his duties and respect orders given in relation thereto,

7/ Not report to work in a state of intoxication by alcohol or drugs,

8/ Not commit any act that will cause disagreement among employees or between employees and the Authority or provoke any dispute,

ɨ/ Ȍ Ÿ ă DZ ķ Ĳ ĵ Ģ Ê Ţ Ģ Ĳ Ś Ų ħ ă DZ ķ Ţ Ģ Ĳ ŏ Ȟ Ƈ ə

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ι ɠ/ Í Ņ Б Σ Ŭ Ų ŏ ĳ ă DZ ķ Ų ŵ Ģ Ŷ ă DZ ķ Ģ Ţ ƹ Ģ Ĳ Ȟ ɷ ħ dz ɫ ȸ Ȅ ŏ ķ Ų Ŋ η dz ĳ ű Ģ ɋ Ŏ DZ î Ų ǯ ă DZ ķ Ų Ħ ĥ Ǭ Ĵ Œ 8 ĵ ɋ Σ Ŭ ķ Ţ DZ η Ǭ Ŋ η Ǹ ű Ģ ɋ Ŏ DZ ƹ Ģ DZ Ġ ɋ ɵ Ģ ŵ Ģ Ŀ ħ ȡ ɵ Ȼ ī Ɋ Ǭ ĵ ō ă ş ə

ι ɓ/ Í Ņ Б Σ Ŭ ŵ Ģ Ŭ Ǭ Ŀ Ņ ƒ ĥ ø η Ǭ 8 ş ķ Ȑ ŏ Ƈ ǯ Ģ Ŭ Ȍ Ƕ DZ Ō ǯ Ô 8 Ĳ Ŭ ă ǵ ǯ Ŭ Θ Ģ ş Ň ŷ Ţ Ģ ŝ Ŭ Ύ ơ Ģ Ŋ Ŭ ě ŷ Ƈ Ţ ŏ Б Ƕ dz Ǹ ĵ ō ă ş ə

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ι ɣ/ Ĵ ŏ 8 ŇǬ Ĳ Ȟ Ų ş ə

ι ɤ/ ŏ Ģ dz Ġ ɋ η Ȣ Ų ŝ ơ ŏ Ģ Ţ dz Ô Ĳ ƶ ĥ ƶ Ǭ ă ȟ Ǭ Ŀ Ņ dz ɋ Ÿ Θ ǵ ƶ ŷ Ņ ƀ Ţ ŏ Λ ĥ Ǭ ġ Θ Ƈ ɋ Ǭ Ţ dz Ô Ĳ ƶ ĥ ƶ ǯ 8 ɋ ŝ Ş ŭ Ǭ Ĳ Ŭ ŏ Ǹ ə

ι ɥ/ ŵ Ģ Ŀ ħ ȡ Θ Ǭ Ĵ ǯ ă ȡ Ɗ Ŭ ɋ Ĳ Ĳ ń ǯ ŭ Θ Ǭ ĵ ƻ Ųɘ Ňɘ

9/ Not accept or give any bribe,

10/ Disclose to the Authority any final court judgments issued against him regarding conviction of a crime involving a breach of honor or trust,

11/ Submit a written declaration to the Authority regarding all the types of securities listed in a securities exchange and owned by himself, his spouse or minor children,

12/ Report forthwith to his supervisor any case in which his interest conflict with his duties,

13/ Avoid discriminatory treatment of clients on the basis of gender, language, ethnicity, religion, political stand, physical disability or other forms of differentiation,

14/ Not disclose confidential information,

15/ Observe safety and accident prevention rules and take the necessary safety precautions,

16/ Respect all Directives issued by the Authority.

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dz ɬ Ê Ǫ Ĵ ǯ ŏ Ś ɳ ŏ ə
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ɣ Ţ ɳ Ǹ Ǫ ŵ Ɋ Ŀ ħ ɖ Ə Í Ɲ Б Σ Ų ǵ ŏ ɣ Ĥ
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PART SEVEN

DISCIPLINARY MEASURES AND GRIEVANCE HANDLING

49. Types and Classification of Disciplinary Penalties

1/ Depending on the gravity of the offense, one of the following penalties may be imposed on an employee for breach of discipline:

a) oral warning,

b) written warning,

c) written warning and fine up to one month hô,s salary

d) final written warning and fine up to two mont,h s ô sala

e) final written warning and down grading up to two pay levels or up to two grades,

f) dismissal.

2/ The penalties specified under paragraph (a) to (c) of Sub-Article (1) of this Article shall be classified as simple disciplinary penalties.

3/ The penalties specified under paragraph (d) to (f) of Sub-Article (1) of this Article shall be classified as rigorous disciplinary penalties.

4/ After a disciplinary measure has been taken on an employee, such measure shall be referred to and remain as a record:

a) up to two years, where the penalty is simple,

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ë) Ƈ Y ă ā ŵ Ģ ĵ ƨ Ų Ň ɬ Ɗ ħ Ƃ ţ Ƈ ɒ Ų IJ Ģ î ķ ă DZ ķ ġ ɳ ŷ Ĩ Ǭ Ţ Ŋ Ņ Ň ɳ Ŀ Ň ú Ƈ ă DZ ķ Ǭ ŵ Ģ Ŀ ħ ɖ ɵ ɳ ơ Ǭ IJ ɳ Ř Ŀ Ƈ ɳ ƃ Ĥ Ō ŵ Ģ IJ ƶ Ƃ ħ Ų Ŀ Ņ ĥ DZ Ų dz ħ ĵ Ǹ ł ǒ ɒ

Ģ) Ò H ʊ Dz ɵ ɳ ġ ɳ ŷ Ĩ ĵ ù Ř Ǭ Ƈ ă DZ ķ ŵ Ģ Ò H ʊ Dz ɵ ĵ ɳ Ò ĥ ĥ Ƈ ɒ

Ī) ƶ ŵ Ģ Ŀ ħ ɖ ɵ Ņ Ô Ň Ǭ ú ĥ ĵ ȍ ş ķ Ř ō Ƈ Ǭ Ĵ ʒ IJ ɖ Ħ ĥ Ŀ Ņ Ō Í Ņ Ǭ Ƃ î Ʀ ɒ

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Í) Ų Ś ĥ ħ Ǭ ǵ Ō ɒ Ĥ ɳ ş ɖ Ƈ Y Ň ķ Ê ŭ ɵ ŵ Ģ IJ b ł ķ ʒ Ģ Ų Ŝ ķ ƨ ɳ ʒ Ƈ Ų Ƃ dz Ô Ô ƶ Ŀ Ņ IJ ş ł Ƈ ă DZ ķ Ǭ Ŀ Ņ Ŋ ú Ƈ Ţ Ģ ĵ ƨ Ų Ň ɒ

ł) ĵ ɳ Σ Ŭ ɳ ķ 8 ş ķ ƶ Ƃ î ħ Ô Dz ɵ Ų Ś 8 b ķ ġ ɳ Ų Ƃ ù Ǒ Ō IJ ĥ Ň Ǭ ş ķ ġ ɳ IJ Ś Ų ħ ɒ

Ŋ) Ĵ ǒ 8 Ņ ĭ IJ ł Ê ŭ ɵ ɳ IJ ł Ê Ŭ ɳ Ǭ ĵ Ř Ɍ Ƈ Ŀ ħ ɖ ɳ Ģ Ħ Ģ Ŭ Ŋ Ŭ Ţ ō ħ ɳ IJ ǒ Ĥ Ƈ ɒ

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Ś) Ǭ ŵ Ģ Ŀ ħ ɖ ɵ ĥ î ħ Ř Ĩ Ƈ Ų Ţ Ř ŵ Ƴ ɳ H ʊ DZ Ŋ ĵ dz ơ Ś Ɍ ɒ

b) from two years up to five years, where the penalty is rigorous.

50. Offenses Entailing Rigorous and Simple Penalties

1/ The rigorous disciplinary penalties may be imposed for the following offenses:

a) undermine one's disobedient, negligent or tardy or by non-observance of working procedures,

b) deliberate procrastination of cases or mistreatment of clients,

c) engage in a work which has conflict of interest with the purpose of the Authority,

d) withhold information on acts being performed to harm the Authority,

e) unjustifiable repeated absenteeism or non-observance of office hours in spite of being penalized by simple disciplinary penalties,

f) accept or solicit direct or indirect benefit from customers;

g) disclose confidential information to unconcerned parties,

h) erase or delete documents in a way it becomes useless,

i) obstruct service provision of the Authority,

Ų) Í Ņ Б Σ Ŭ Ģ Ņ ŋ ă DZ ķ Ģ Ħ ĥ I· ŏ Б Σ ă î q 8 ş ķ Ģ ĵ ŏ î Ŗ Ć ħ Ų ŵ Ģ Ŀ ħ ɖ Í ŋ ǹ Ə ă DZ ķ lJ ă î Ÿ Ə ĥ DZ ġ q ŷ Ĩ Ć 2 2 ħ ǯ ħ ġ ŋ lJ ł Ê ŭ Ə q ĵ ŏ Λ Ň ă DZ ķ Ǫ Б ŏ Ų ł Ų Ɔ ŋ Ǹ lJ Ħ Ś ķ ə.

Б) Ţ lJ Ć q ă DZ ķ Ġ ŧ ă 8 Ţ Ǹ ĵ q ĵ ŋ ō ō ă DZ ķ lJ ķ Ņ Ć ə.

Ɗ) Ų Ŀ Ņ Ÿ b ĥ DZ Ʉ b ĭ Ć q 5 ŏ ă DZ ķ 8 ŝ Ć lJ Λ ƫ ķ ə.

ƒ) Ţ Ɛ ġ q ă DZ ķ Ţ ŭ ķ ň Ŭ q Ų Ĵ î ѵ Ģ lJ Š ɖ Ħ Ň Ų ĵ DZ Ə ħ Ų Ć Ĝ Ɋ b Ų lJ Ħ 8 ă DZ ķ Ų Ţ dz q ã ķ ŭ Ƀ Ɔ 2 ň Ų Ŀ Ņ ĥ DZ lJ î Ŗ Ć ə.

ɲ) Ų ŵ Ģ Ŀ ħ ɖ Ɵ q ŷ ŧ Ć ĥ DZ ġ q ŷ Ĩ ă DZ ķ Ų Ɗ ħ Б ţ ŋ Ć Ħ ʋ Ć ĵ Ǹ ŧ ŏ ə.

Ŗ) ƶ ŵ Ģ Ŀ ħ ɖ Ɵ Ŀ Ņ Ô Ň Ų Б ǯ ǯ ù Ò Ħ ʋ DZ lJ dz Ģ ħ ă DZ ķ lJ Ɔ ħ Б Ř ŵ Ņ Ć ĥ DZ Б Ɔ ĵ Ň ɗ lJ î Ŗ Ć ə.

Ţ) Ǫ ŵ Ģ Ŀ ħ ɖ Θ ɶ ķ Ǫ Ĵ ǯ ř Ǹ Ɋ ă DZ ķ Б î ħ Ô ǫ Ų ŵ Ģ Ŀ ħ ɖ Θ ĥ DZ Ƴ ķ ŋ C Ƴ q ǵ ǯ ɖ Ǫ Ĵ ǯ dz Ň Ř Ř ŵ Ň lJ Λ ŧ ķ ə.

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j) falsification of documents or to make use of falsified evidence to obtain benefit for himself or for a third party,

k) provoke or participate in aggression in workplace,

l) sexual harassment or abuse at the work place,

m) reporting to work in a state of intoxication caused by taking alcoholic beverage or drug that prevents him from properly regulating his body or understanding,

n) inflict damages to the property of the Authority due to an intentional act or gross negligence,

o) involve in acts of commission agent or any similar activities in relation to services of the Authority,

p) commit an act that compromise the good will and erodes the trust of the customers on the Authority,

q) commit any breach of discipline offense of equal gravity with the offenses specified under this Article,

r) commit those prohibited acts provided under Article 73 and 74 of this Regulation.

2/ The Authority shall issue a directive to determine offenses entailing simple penalties.

51. Taking Disciplinary Measures

1/ The Authorityôs t establish a committee which shall investigate disciplinary charges brought against an employee and thereby submit recommendations for decision.

2/ The committee shall have members three to five.

3/ The composition, role and term of service of the committee members will be determined by a Directive.

4/ Disciplinary measures may be taken irrespective of any court proceedings or decision.

52. Duties of the Committee

1/ Except disciplinary measures to be taken by work units under Sub-Article (1) paragraph (a) and (b) of Article 49 of this Regulation the committee shall submit recommendation to the Authorityôs top investigating disciplinary charges brought against an employee.

2/ The committee shall perform its duties as per a Directive to be issued by the Authority based on this Regulation.

53. Suspension of Employee

1/ The Authority may suspend in writing an employee who has been charged for committing a disciplinary offense when it believes that failure to immediately suspend the employee is likely to:

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a) obstruct the investigation by concealing, damaging or destroying evidence related to the alleged offense,

b) commit additional offense on the property of the Authority,

c) the alleged offense is so grave as to demoralize other employees or negatively affect the public trust towards the Authority and its employees ô

d) the disciplinary offense may lead to dismissal.

2/ An employee may be suspended from duty and payment of salary and other benefits in accordance with Sub-Article (1) of this Article only for a maximum period of one month.

3/ Notwithstanding the provision of Sub-Article (2) of this Article, if the suspension period of an employee from duty and payment of salary expires before his dismissal or reinstatement with payment of salary in accordance with Sub-Article (4) of this Article, the top management of the Authority may extend the suspension for a period of up to one month:

a) the payment of half salary if the delay is caused by the complexity of investigation of the disciplinary charge, or

b) without payment of salary if the cause of delay is attributable to the employee himself.

4/ Unless a decision of dismissal is rendered against an employee charged for committing a disciplinary offense, the salary withheld at the time of suspension shall be paid to him without interest.

5/ The suspension of an employee may not deprive him of other rights and duties that are not affected by the suspension.

6/ If the initial or extended period of suspension of an employee from duty and payment of salary expires either before the dismissal of the employee or his reinstatement with payment of his salary in accordance with Sub-Article (3) of this Article, the suspension from duty and payment of salary shall be lifted and the investigation of the disciplinary charge shall continue.

54. <u>Establishment of Grievance Handling Committee</u>

1/ The top management of the Authority shall establish a grievance handling committee that conducts grievance inquiry, and submits recommendations to the top management.

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2/ The committee shall have not less than three and not more than five members to be selected by the top management of the Authority.

3/ Each member of the committee shall have a two-year term of service. When the term of service of a member end, he may be re-elected by the top management of the Authority.

4/ The composition and role of the committee members shall be determined by a Directive.

55. Objectives of Grievance Handling Procedure

Employee grievance handling procedure shall have the following objectives:

1/ To provide expeditious remedy for grievances,

2/ To rectify mistakes and weaknesses that are causes for grievances,

3/ To provide equitable and fair treatment to all employees and thereby promote smooth work relationships.

56. Duties of the Committee

The grievance handling committee shall investigate complaints lodged by employees of the Authority and submit recommendations to the top management within 30 working days of receipt of a complaint.

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57. Complains to be Handled by the Committee

1/ The grievance handling committee shall investigate complaints lodged by employees and submit recommendations relating to:

a) interpretation and implementation of laws and Directives,

b) protection of rights and benefits,

c)occupational safety and health,

d) placement and promotion,

e) performance evaluation,

f) undue influence exerted by supervisors,

g) disciplinary measures taken as per Article 50 of this Regulation,

h) unlawful suspension or termination of service,

i) an illegal withholding or deduction of salary or other payments,

j) infringement of rights arising from employment injury,

k) matters arising from request for termination letters and service testimonials, or

l) other issues related to conditions of work.

2/ The employee shall submit his complaint to the committee within 30 consecutive days after the reasons for the grievance have been revealed. He shall make a copy to the top management.

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3/ The top management shall render a decision on the within 45 working days from the lodging of the complaint. provided however, that if the top management could not render a decision on the within such period of time, the employee may present his case to the Regular civil court.

4/ An employee aggrieved by the administrative decision of the top management may present his case to the Regular Civil Courts.

PART EIGHT
TERMINATION OF EMPLOYMENT RELATIONSHIP

58. Termination of Employment Relationship

An employment relationship may be terminated by the operations of the law, upon the initiation of the Authority or the employee or by the agreement of the two parties.

59. Termination of Employment Relationship by the Operations of the Law

An employment relationship shall terminate on the following grounds:

1/ Upon the death of the employee;

2/ Upon the retirement of the employee based on appropriate law; or

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3/ When the employee is unable to work due to partial or total permanent incapacity based on criteria provided by appropriate law.

4/ Where the Authority is dissolved by government decision

60. <u>Termination of Employment Relationship by Agreement</u>

1/ The Authority and an employee may terminate their employment relationship by agreement.

2/ Termination by agreement shall be effective and binding on the employee only where it is made in writing.

61. <u>Termination due to Force Majeure Situations</u>

1/ Employee who has completed his probation period if absent from work due to force majeure, shall inform the situation to the Authority within 15 days.

2/ If the employee who is absent from work due to detention for more than 30 days produces evidence of his acquittal, the Authority may reinstate him to his position.

3/ The service of an employee who has not completed his probation shall be terminated without any additional formality where he is absent from work for 10 days due to unknown reasons.

62. Termination of Employment Relationship by the Authority

1/ An employment relationship may be terminated where there are grounds connected with a ı or with objective circumstances arising out of his inefficiency or inability to do his work and where an employee does not fulfill the minimum job or organizational requirement of the Authority.

2/ The following may not be deemed to constitute legitimate grounds for termination of an employment relationship:

a) the employeesô grievance against the Authority or participation in judicial or other proceedings,

b) nationality, sex, religion, political outlook, marital status, race, color, family responsibility, lineage, pregnancy, social standing of the employee.

63. Termination of Employment Relationship without Notice

1/ In addition to acts entailing rigorous penalties provided under Sub-Article (1) of Article 50 of this Regulation, the Authority shall be entitled to terminate an employment relationship without notice on any of the following grounds:

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ə) Í Ņ Б Σ Ŭ Ō Б IJ dz Ų Ų Ć Ł q Ņ Ģ ĵ ƶ o ă Ə Ĩ b Ŭ Ś q Ő Ō î ţ ă DZ ķ Ō Ŀ Ņ Ə Ĩ b Ŭ q Ģ ĵ ŕ ŕ ħ ŵ Ģ Ŀ ħ ɖ ɵ ʒ ù Ô â Ģ Ć Ō Ŀ ħ Ĥ o Y Ǹ ħ ŵ Ģ IJ Ś Ų ķ 2 q ʒ Ć Ō Ŋ Ņ Ō Š Ō Ŭ q Ŀ Ņ Ģ IJ Ś Ĥ ħ Ō Ŀ Ņ Ə Ĩ b Ō Ħ Ģ Ŭ ġ Ƥ Ō î ţ ă DZ ķ Ŀ ħ Ĥ o ƶ Б Ŋ Ĥ Ŭ Ų ƛ Ţ ŏ Λ ĥ ò Ŭ q Ţ ģ ŏ Ō Ŀ Ņ Ə Ĩ b Ģ IJ ş Ŋ ķ Ō ĵ DZ Ə ħ Ō ġ q ə·

j) committing act of deceitful or fraudulent conduct in carrying out his duties;

k) intentionally participating or assisting in the commission of the offenses stated under this Sub-Article;

l) breaches Article 73 and 74 of this Regulation.

2/ Where the Authority terminates the employment relationship in accordance with this Article, it shall provide the employee with a letter of termination specifying the reasons for and the date of termination.

64. Termination of Employment Relationship with Notice

1/The following grounds shall constitute good cause for the termination of an employment relationship with notice of 30 consecutive days:

a) the employee ô s capacity to perform the work to which he has been assigned or his lack of skill to continue his work as a result of his refusal to take the opportunity of training prepared by the Authority to upgrade his skill or, after having been trained, his inability to acquire the necessary skill,

Ģ) Í Ņ Б Σ Ŭ ǯ Ģ Ŭ q ǔ Ŭ Ś Ć σ Ə Ĩ b Y Ǫ Б Ĥ Ś lJ Ų Б lJ dz Ų Ų Ć Ņ ĥ DZ Ǫ Ŀ Ņ Ţ Λ ɑp ŧ ķ Ŭ 8 ƀ Ų Б ƶ b b DZ Ģ Ő ŏ Cồ Ā ƶ Ĵ Ĥ Ų Ś Ŭ Ŭ 8 Ć Ų b Ə ƶ ġ ɳ Ų Ā ĉ Ţ q Ś Ć q ű ŏ Ţ q Ś Ć g(ë) lJ Ո ł Ć Ų Ə Ĩ b ĵ ɳ ŏ ə.

Ī) Í Ņ Б Σ Ŭ Ų 8 q ɳ Ć lJ b ă 2 ă DZ ķ Ų Ţ ε ħ Ồ H Ć ķ 2 q ǯ Ć Ų Ŀ Ņ Ř q Ƨ ɳ Ǫ Б ɖ Ģ Ų Ć Ř q Ɒ b Ģ lJ Λ ƴ ķ Ģ ù Ģ Ş b Ǫ ĵ DZ Ə ħ ġ Ꝑ Ō î ţ ə.

lJ) Í Ņ Б Σ Ŭ Ǫ ǯ ù Ŭ Ǫ Ŀ Ņ lJ dz ŷ Ų Ų Ŝ ķ 2 q ǯ Ć Ō Ո ł ă ơ Ņ Б Σ Ŭ q ă dz Ħ ĥ Ŀ Ņ ĵ ā ă Ñ Ǫ ĵ DZ ę ħ ġ Ꝑ Ō î ţ ə.

Í) Ų ǵ Ō ɒ Ĥ q 8 Ɉ ƈ Ə ķ 2 q ǯ Ć Ǫ ǵ Ō ɒ Ĥ ȸ Ñ ķ Ê Ǫ Б ă Ո dz Ų Ų Ć lJ ġ Θ

ɠ ĵ q Σ Ŭ ķ Ǫ ŵ Ģ Ŀ ħ ɖ Θ Ņ Б Σ Ų Ā Ġ dz q ŷ Ţ q Ś Ƀ ł ɤ q ű ŏ Ţ q Ś Ƀ (ɠ) ă DZ ķ (ɤ) Ų Б lJ Ģ ƶ Б Ŭ ồ Ā Ŭ ŏ 8 ă dz Ŀ Ņ Ģ lJ lJ Ģ ŏ ε ħ ę Ǫ Ų ¡ lJ ķ ķ 2 q ǯ Ć ƶ Ŀ Ņ DZ Ո ơ Ų b ħ ɵ

ɮ ɤ. Í Ņ Б Σ q ŏ Ģ lJ Ś ɳ ŏ

ɠ Ų Ā Ġ dz q ŷ Ţ q Ś Ƀ ɮ ɣ q ű ŏ Ţ q Ś Ƀ (g) ɸ dz ħ Б Ņ (lJ) Ǫ Б dz ɳ î ĩ Ȳ ɑ dz Б Ĥ Ų ġ Ꝑ ə ĵ q Σ Ŭ ķ Ǫ ŵ Ģ Ŀ ħ ɖ Θ Ņ Б Σ ɵ

ë) Ǫ Ŀ Ņ lJ dz ų Ō Ո ł ă ə.

Ģ) Ǫ ŵ Ģ Ŀ ħ ɖ Θ ƶ ɸ ħ Ǫ Ŀ Ņ 2 Ɋ ħ Ō ù Ô ə.

b) the employment relationship shall be terminated as per Sub-Article (1) (a) of this Article where the performance of the employee is below satisfactory for three successive evaluation periods despite exerting all his knowledge and ability to accomplish his work,

c) the employee is, for reasons of health or disability, permanently unable to carry out his obligations,

d) the job position of the employee is canceled for good cause and the employee cannot be transferred to another position,

e) due to disciplinary offenses, disciplinary measures are taken against the employee.

2/ Where an employee does not return to work as per Sub-Article (3) or (5) of Article 35 of this Regulation, his employment relationship shall be terminated by reason of sickness.

65. Retrenchment

1/ Without prejudice to Article 64(1) paragraph (d) of this Regulation, any employee shall be retrenched where:

a) his position is canceled,

b) the Authority's work unit closed, or

c) redundancy of human resource is created due to restructuring and redesigning of processes; and where it is not possible to reassign him or where he is reluctant to accept a position of lower grade.

2/ Without prejudice to the provision of Sub-Article (4) of Article 43 of this regulation, retrenchment of an employee in accordance with sub-Article (1) (c) of this Article shall be made when it is proved that his performance and qualification are lower when compared with other employees holding the same position.

3/ The Authority sha notice to an employee selected to be retrenched.

66. Termination of Employment Relationship by employee with Notice.

1/ Without prejudice to the obligations provided in laws and contracts, any employee who has completed his probation period, may, by giving 30 days prior notice to the Authority, terminate his employment relationship for any reason. Provided, however, that the Authority may release him prior to the end of the notice period.

ɠ Ų Ã Ġ Ţ q Ś Ƀ q ü ŏ Ţ q Ś Ɍ g) Ǫ Ƃ IJ Ɠ ƶ Ƃ Ŭ
Ǫ ş Ǹ Ĵ ǯ ĵ ŏ Ĥ q Ś Ŝ ǯ DZ Ŋ ȣ Ţ î ħ Ř Ĩ ƃ
ǯ ţ ł Ĥ Ǫ ŵ Ɠ Ŀ ħ ɖ Θ Í Ņ Ƃ Σ DZ Ġ q
Ř ƿ b Ŭ q ŵ Ɠ IJ ă ɖ ƃ Ɠ Ĵ dz Ň Ŋ Ù
ĵ q Σ Ŭ ķ Ò Hu Ć Ɏ q dz η î Ń Ĝ Ǫ b
Ų Ǫ Ć Ī ŷ ļ Ň Ɏ ơ Ų ă q â ħ ¡ Ř IJ Í ł Ć
Ƃ Ĥ ǯ Ŝ DZ ġ ơ ħ ɘ ɘ

ơ Ǫ ŵ Ɠ Ŀ ħ ɖ Θ Í Ņ Ƃ Σ Ŭ Ɠ Ŀ Ņ Ŭ Ɏ Ì Ř
Ţ ŏ Λ ĥ ò Ų ơ Ś ĥ ǵ Ɠ IJ Ƃ ɛ Ć Ǫ ĵ DZ ǫ ħ ġ Ƥ
Ō î ţ Ǫ Ų ĥ DZ Ţ IJ Ņ Ń Ǫ IJ ħ Ś Ŝ ǯ Ŭ
ȣ ǯ Ş Í Ņ Ƃ Σ Ŭ ɛ IJ Ɠ ƶ Ƃ Ų Ć Ś q â ķ ň
ƶ Ĝ Ɠ Ć ă Ñ Ɠ ĵ DZ Ų ħ ȣ ò Ā Ĥ ǯ Ņ ả IJ Ŭ
DZ Ə ĥ ħ ɘ ɘ

ɣ Ų Ã Ġ Ţ q Ś Ƀ q ü ŏ Ţ q Ś Ɍ g) Ɏ ơ (ɕ)
Ǫ Ŀ Ņ Ŭ ġ q Ǫ Ĵ ţ ł ȣ Í Ņ Ƃ Σ
Ų ŵ Ɠ Ŀ ħ ɖ Θ Ǫ Ĵ Λ Ɠ Ř Ų Ɠ ŷ ł Ć o ü Hu ɛ Ɠ
ĵ ă Ņ ł Ǹ DZ Ƥ Ñ Ų b ħ ɘ ɘ

ƃ ħ. Ų Í Ņ Ƃ Σ Ŭ ǯ Ɠ ĵ ŏ Ĥ q Ś Ŝ ǯ Ǫ Ĵ dz ł Ř Ǫ Ŀ Ņ Ř q Ƨ η Ć ŧ ţ ł ȣ

ɠ Ǫ Ĵ ƶ Ƃ ġ Ć Ų Í Ņ Ƃ Σ Ŭ Ǫ Ŀ Ņ Ř q Ƨ η Ć
ǯ Ɠ ĵ ŏ Ĥ q Ś Ŝ ǯ ĵ ţ ł ȣ Ų Ŝ ķ Ƨ q ǯ ć ƨ
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ĸ ĥ Ņ ġ q Ǫ Ĵ η ɛ Ǹ Ń ò Ć Ǫ Λ Ɣ IJ Ų
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Ɠ Ɠ Í Ņ Ƃ Σ Ŭ dz Ġ q η Ć ă DZ ķ ȣ q η C
Ǫ Ĵ ǯ Ŋ Ô ơ Ĥ dz Ň ŏ Ǫ Ƃ ŝ ł Ų Ţ dz Ô
IJ Ƥ Ń q ŵ Ɠ Ŀ ħ ɖ Θ Ɏ ǯ ă Ś Ţ dz Ō q
Ɠ IJ ƶ ĥ ƶ ħ Ǫ Ĵ ǯ ŏ Λ ħ Ò Ɏ Ñ ķ Ê ŭ Ə
ō DZ ă ŏ Ǹ Ǫ Ś ł Ɏ q dz ġ η ə

2/ Any employee who has terminated his service without giving a prior notice as provided for in Sub-Article (1) of this Article shall be subjected to civil and criminal liability for any damage caused by such failure as may be appropriate.

3/ Where the service of an employee is indispensable and he could not be replaced easily, the top management may delay his release for a period not exceeding two months counted from the date of application.

4/ Any employee who terminates his employment relationship in accordance with Sub-Article (1) and (3) of this Article shall settle all his obligations he owes to the Authority.

67. Termination of Employment Relationship by Employee without Notice

1/ The following shall constitute good cause for an employee to terminate a employment relationship without notice:

a) if the Authority has committed against the employee any act contrary to his human dignity and morals,

b) if in the case of imminent danger threatening the health, the Authority, having been made aware of such danger, failed to act.

g′ Ų Ã Ġ Ţ q Ś Ȼ q ũ ŏ Ţ q Ś Ȼ (g) Ų Б Ĥ Ś ŋ C
ķ ƨ q ʒ ơ ȣ Ō Ŀ Ņ Ŭ ġ q Ō Ĵ ʒ ţ Ñ ȣ Ņ Б Σ
Ř q ƨ ŋ C Ō Ĵ ţ ł 8 Ų C ơ ķ ƨ q ʒ C ơ Ŭ ġ
Ō Ĵ ţ ł 8 Ų C Ś q Ų Ȼ Ĝ Ɋ Ɠ ŵ Ɠ Ŀ ħ ɖ
ĵ ŏ b ă ş Ţ Ɠ Ų C ɘ ɘ

ƀ ɦ. <u>Ų ǔ Ǹ Ķ ķ ƨ q ʒ C Ţ î ħ Ř Ĩ Ø Ɠ ĵ ţ ł 8</u>

g′ Ō ŵ Ɠ Ŀ ħ ɖ Ө Ņ Б Σ Ų Ã Ġ dz q ŷ Ţ q Ś Ȼ ɯ ɤ
lJ Í ł C Ţ î ħ Ř Ĩ ƃ Ɛ ħ Б Ņ ù lJ Ų ŏ Б Ś
Ų ¡ Ř Ō Б ă Ɔ ŋ Ŭ Ƶ ń ʒ Y Ǹ Ķ ƶ dz ł Ɔ Ų
Ō lJ À ł ŕ ă Ň Ō lJ â lJ ń ʒ Ś q â ķ ň
Ţ î ħ Ř Ĩ ƀ ɤ q ģ ţ ł DZ dz ł Ô ħ ɘ ɘ

ē

g′ Ō ŵ Ɠ Ŀ ħ ɖ Ө Í Ņ Б Σ ň ł b ƶ lJ Ŭ ɖ ƃ
Ŵ ʒ q ŏ ƶ ų ă Ň Ų ɸ C Ų Ȼ Ĝ Ɋ Y q ģ ʒ Ŭ Ś
lJ dz ł Ř Ţ Ɠ Ų C ɘ ɘ

ƀ i. <u>Ų ĸ C ķ ƨ q ʒ C Ţ î ħ Ř Ĩ Ø Ɠ ĵ ţ ł 8</u>

Ţ î ħ Ř Ĩ ƃ Ų ĸ C ķ ƨ q ʒ C Ō Б ţ ł Ĥ Ų
Ō ŵ Ɠ Ŀ ħ ɖ Ө Í Ņ Б Σ Ō ĸ Б Ų C ă Ň ij ġ
dz lJ ă ə Ɠ C Hu Ñ Ù dz Ƶ Ŭ ă DZ ķ Ɠ ¡ Ô ĭ ă Ņ Ř ƌ
DZ ƶ Λ ĥ ħ ɘ ɘ

ɯ. <u>ĵ ŏ Ĥ q Ś Ŝ Ȣ lJ ŏ Ĥ C Ŀ ŋ Ŀ Ň ú C</u>

g′ Ų Ã Ġ Ţ Ŏ Ì lJ Í ł C Ų ĵ q Σ Ŭ ķ ă î q Ō Ĵ Ɔ 8
ĵ ŏ Ĥ q Ś Ŝ ʒ Ų Ȼ ī Ɋ lJ ġ q Ţ Ɠ Ų C ɬ
ĵ ŏ Ĥ q Ś Ŝ ʒ Ŭ ķ Ŭ ġ Ō Ĵ ţ ł 8 Ų C
ķ ƨ q ʒ C Y ơ Ś q lJ Ř Ɠ Ȼ Ţ Ɠ Ų C ɘ ɘ

2/ Where an employee terminates his employment relationship for a reason referred to under Sub-Article (1) of this Article, he shall inform the Authority in writing the reason for termination and the date on which the termination is to take effect.

68. <u>Retirement</u>

1/ The service of an employee, whose service is not extended beyond retirement age pursuant to Article 75 of this Regulation, shall be terminated on the last day of the last month in which he attained the retirement age determined by law.

2/The employee shall be notified of his retirement in writing six months prior to his retirement.

69. <u>Termination on the Ground of Death</u>

The full salary for the month in which an

Ī) ŵ ʒ ɳ ǒ Ţ ķ ǒ Ƈ ű IJ Ƈ ŵ Ɋ Ŀ ħ ɖ Ɵ ù ɳ Ǹ
Ţ î ħ Ř Ĩ Ƥ ň Ƈ Ų į IJ ķ Ǫ Ŀ Ņ Ř ɳ Ƨ η
Ō ţ ł 8 ă DZ ķ ƶ ŵ Ɋ Ŀ ħ ɖ Ɵ Ô Ň
Ǫ Ĵ ʒ ǒ Š Ǫ ǔ ƶ Ŀ ħ Ĥ ơ ă DZ ķ ƶ Ƈ ķ Ġ Ň
Ô Ň Ǫ Б ʒ ʒ ù Ǫ Ŭ ħ Ř ƿ b ō DZ Ƥ Ň Ų
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ű IJ Ƈ Ţ î ħ Ř Ĩ Ƈ ơ ƶ Ã ʒ Ų ĥ DZ Ƥ ň Ƈ
Ƴ Ǹ Ķ Ŭ ǀ ɤ ű IJ Ƈ ơ ƶ Ã ʒ Ų ĥ DZ Ǫ ġ η Ŭ
Í Ņ Б Σ Ţ ʒ Ĥ ŝ ħ ħ ķ ə

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ɠ Ǫ Ŀ Ņ ǒ ɳ ŷ Ƈ Ƨ Ɋ ʒ Ŭ IJ Ĥ ɳ Ƴ ɳ dz Ĵ ƶ Б Ɋ
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Ç)Ų Ś 8 b Ų Í Ņ Б Σ Ŭ ă DZ ķ Ų ŵ Ç Ŀ
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Ƴ q dz ġ η ə.

Ī) Ų ŵ Ç Ŀ ħ ɖ Θ 8 8 Ň ƶ Ĵ dz ł Ř Ų Ǹ Ơ Ň Ì Ơ
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Í) Í Ņ Б Σ Ŭ Ų ŵ Ç Ŀ ħ ɖ Θ Λ ŝ Ǹ ƶ Б
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dz ĸ ă ă DZ ķ 8 ş ķ Ǫ Ĥ Ǫ Ś
Ǫ Б Ś Ų Ç Ƴ q dz ġ η ə.

ł) Ǫ Ɛ ¥ b ħ î Ų ʒ Ţ î ħ Ř Ĩ Ơ Ŋ Ę
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Ŋ) ƶ ŵ Ç Ŀ ħ ɖ Θ Ô Ň Ǫ 8 ş ķ Ř
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Ǫ dz Ų Ś Ƴ q dz ġ η ə.

Œ) Ų Ś 8 b ă DZ ķ Ų Б ù Ǒ Ǒ ń Ç
Ř q ƨ η Ơ ŵ Ŵ Ç Ų Ŭ Ň Ǹ Ɓ Ň Ö Ì H Ơ DZ Ò ƶ H Ų ĥ DZ M
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ĵ ł Ô î ȣ DZƤ Ň Ų b ħ ɵ

ě Ǫ ŵ Ǧ Ŀ ħ ɖ Θ Í Ņ Б Σ Ų lJ ġ Θ

ʒ ă Ś Ŭ ɳ Ĵ ŏ ȣ Ņ ĭ lJ ł Ê Ų ŏ

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Ǫ lJ Ĥ Ų ş ƕ ĥ ɇ ŋ Ɠ Ų Cʒ Ō ġ ɳ Ų

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Ǧ ʃ ɳ Σ Ŭ ķ Í Ņ Б Σ Ų ŵ Ǧ Ŀ

ƶ ¿ Θ ɳ ƶ Ǧ Ś Ś Ų ƛ ĥ

ħ ƱĀĠ Ţ ɳ ŚƇ ūœ Ţ ɳ ŚƇ (ų) Ǹ ɳ Ô ô
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ăDZ ķ ƶ G ă Ň Ų ĥ DZ Ģ Ĵ ŠDZ ŏ ħ Ĥ o
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ű DZ η Ƈ ŷ Ǹ Ň Ģ IJ ŏ Ĥ Ƈ Ǫ Ĵ dz ł ŘǪ Б Ģ
Ŭ Ĩ Ə ɳ Ų Б IJ Ģ ƶ ƁĢ Ĵ η ŋ Ƨ Ő Ə Б Λ ɸ Ĵ
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ɧ ƱĀĠ Ţ ɳ ŚƇ ūœ Ţ ɳ ŚƇ (ų) Ǹ ɳ Ô ô
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