**SECRETARIAT OF THE PACIFIC COMMUNITY**

**MANUAL OF STAFF RULES**

Issued pursuant to Regulation 29 of the Staff Regulations of the Secretariat of the Pacific Community, these Staff Rules, as adopted by the Thirty-fourth (1971) Session, incorporate amendments made at subsequent Conferences up to and including the Thirty-sixth South Pacific Conference (1996) and subsequent meetings of the Committee of Representatives of Governments and Administrations (CRGA) up to and including the Thirty-ninth meeting of CRGA (2009). These Staff Rules are effective as of 1 January 2010.

NOUMEA

NEW CALEDONIA

January 2010

**SECRETARIAT OF THE PACIFIC COMMUNITY**

**MANUAL OF STAFF RULES**

**CONTENTS**

SCOPE AND PURPOSE 3

CHAPTER I - DUTIES AND OBLIGATIONS 3

I.1 Declaration of Office 3

I.2 Intellectual Property Rights 3

I.3 Financial Responsibility 3

I.4 Outside Activities 3

I.5 Candidacy for Public Office 3

I.6 Assignment of Duties 3

CHAPTER II - CLASSIFICATION OF POSTS 3

II.1 Classification of Posts and Salaries Scales 3

II.2 Amendments 3

II.3 Position Descriptions 3

CHAPTER III – SALARIES AND ALLOWANCES 3

III.1 Currency of Salaries and Allowances 3

III.2 Determination of Salary, Terms and Conditions 3

III.3 Effective Date of Appointment 3

III.4 Salary Increments and Bonus 3

III.5 Salary Advance 3

III.6 Loan for Purchase of Motor Vehicle 3

III.7 Eligibility for Financial Allowances 3

III.8 Market Allowance 3

III.9 Dependency Allowances and Definition of Dependants 3

III.10 Official Entertainment 3

III.11 Vehicle Allowance 3

III.12 Deductions for Contributions and Indebtedness 3

III.13 Acting Post Allowance 3

CHAPTER IV – APPOINTMENT AND REDEPLOYMENT 3

IV.1 Terms of Appointment 3

IV.2 Duration of Appointment 3

IV.3 Fixed-Term and Temporary Appointments 3

IV.4 Recognised Home 3

IV.5 Information Required of Staff Members 3

IV.6 Medical Examination 3

IV.7 Redeployment 3

IV.8 Responsibility and Acting Allowances 3

IV.9 Performance Appraisal 3

CHAPTER V – HOURS OF WORK 3

V.1 Hours of Work and Overtime 3

V.2 Official Holidays 3

CHAPTER VI – LEAVE 3

VI.1 Travel Time Compensation 3

VI.2 Sick Leave 3

VI.3 Compensation and Sick Leave When Incapacity is Attributable to Service 3

VI.4 Maternity Leave 3

VI.5 Family Leave 3

VI. 6 Adoption Leave 3

VI.7 Special Leave With or Without Pay 3

VI.8 Restitution of Advance Annual and Sick Leave 3

CHAPTER VII – PROVIDENT FUND 3

CHAPTER VIII – STAFF MEDICAL INSURANCE COVER 3

CHAPTER IX – TRAVEL AND REMOVAL EXPENSES 3

IX.1 Travel Entitlements of Staff Members 3

IX.2 Travel Entitlements of Dependants 3

IX.3 Dependent Children's Holiday Visit Travel Allowance 3

IX.4 Definition of Travel Expenses 3

IX.5 Definition of Removal Expenses 3

IX.6 Removal Expenses on Initial Appointment and Change of Official Station 3

IX.7 Removal Expenses on Termination 3

IX.8 Travel for Compassionate Reasons and Associated Leave 3

CHAPTER X – STAFF ADVISORY/REPRESENTATIVE COMMITTEE AND OTHER STAFF COMMITTEES 3

X.1 Staff Advisory Committee 3

X.2 SAC and SRC Access to CRGA 3

X.3 Other Staff Committees 3

CHAPTER XI – TERMINATION OF SERVICE 3

XI.1 Termination of Appointment 3

XI.2 Notice of Resignation by Staff Member or of Termination of Appointment by the Director-General 3

XI.3 Effective Date of Termination of Service 3

XI.4 Certificate of Service 3

XI.5 Indebtedness to the Secretariat 3

CHAPTER XII – DISCIPLINARY MEASURES 3

XII.1 Offences and Disciplinary Measures 3

XII.2 Criminal Offences and Disciplinary Measures 3

XII.3 Suspension from Duty 3

CHAPTER XIII – APPEALS TO THE JOINT APPEALS BOARD 3

XIII.1 Right of Appeal to the Joint Appeals Board 3

XIII.2 Joint Appeals Board 3

XIII.3 Composition of the Joint Appeals Board 3

XIII.4 Procedure of the Joint Appeals Board 3

CHAPTER XIV – GENERAL PROVISIONS 3

XIV.1 Administrative Instructions 3

XIV.2 Amendment to Staff Rules 3

|  |
| --- |
| **SCOPE AND PURPOSE** |

0.1 These Staff Rules have been issued by the Director-General in pursuance of Regulation 29 of the Staff Regulations of the Secretariat of the Pacific Community (hereinafter referred to as the Secretariat). These Staff Rules, as adopted by the Thirty-fourth (1971) Session, incorporate amendments made at subsequent Conferences up to and including the Thirty-sixth South Pacific Conference (1996) and subsequent meetings of the Committee of Representatives of Governments and Administrations (CRGA) up to and including the Thirty-ninth meeting of CRGA (2009). These Staff Rules are effective as of 1 January 2010.

0.2 These rules shall apply to all staff members of the Secretariat.

0.3 “Staff member” as used hereinafter is defined as a person engaged by the Director-General for the staff of the Secretariat **other** than a consultant, holder of a fee contract, a casual labourer or a person employed specifically for a conference or meeting.

0.4 Persons engaged as consultants or specifically for a conference or meeting shall be subject to such conditions of service as are determined by the Director-General.

0.5 Temporary staff shall be subject to conditions of service to be determined by the Director-General, having regard to local conditions and terms of service.

**CHAPTER I – DUTIES AND OBLIGATIONS**

I.1 Declaration of Office

(a) On accepting their appointment, all staff members shall subscribe to the following oath, declaration, affirmation or promise:

“I solemnly swear (undertake, affirm, promise) to exercise in all loyalty, discretion and conscience the functions entrusted to me as a member of the international service of the Secretariat of the Pacific Community, to discharge those functions and regulate my conduct with the interests of the Secretariat of the Pacific Community only in view, and not to seek or accept instructions in regard to the performance of my duties from any government/administration or other authority external to the Secretariat of the Pacific Community”.

(b) This oath, declaration, affirmation or promise shall be included in the staff member's contract of employment and shall be deemed signed by him/her once they have accepted and signed their contract.

I.2 Intellectual Property Rights

All rights, including title, copyright and patent rights in any work performed by a staff member as part of his official duties, shall be vested in the Secretariat of the Pacific Community.

I.3 Financial Responsibility

Any staff member may be required to reimburse the Secretariat either partially or in full for any financial liability, expense or loss suffered by the Secretariat as a result of the staff member’s proven negligence or of their having failed to observe any regulation, policy or administrative procedure of the Secretariat.

I.4 Outside Activities

(a) Except with the prior written approval of the Director-General that may at any time be withdrawn, no staff member shall:

(i) accept or continue to hold an office in an actual duty capacity in or under the government of any state or in or under any public or municipal corporation; or

(ii) accept or continue to hold or discharge the duties of, or be employed in a paid capacity in a private or public entity; or

(iii) engage in or undertake any such business, whether as principal or agent; or

(iv) engage or continue in the private practice of any profession, occupation or trade, or enter into any employment whether remunerative or not, with any person, company or firm who or which is so engaged; or

(v) act as the editor of any newspaper, or take part in the management thereof, or contribute anonymously thereto; or publish articles or books or deliver public lectures or take part in broadcasts or accept any gratuity for such activities on any subject that may be regarded as of a political or administrative nature relating to countries and territories in the Secretariat’s area or to the staff member’s official work or duties.

(b) Nothing contained herein shall be deemed to prevent a staff member from becoming a member or shareholder only of any incorporated company, or of any company or society of persons registered under any law but a staff member shall not take any active part in the conduct of the business of the company or society otherwise than by the exercise of his right to vote as a member or shareholder.

I.5 Candidacy for Public Office

Any staff member who becomes a candidate for public office of a political character shall resign from the Secretariat.

1.6 Assignment of Duties

Staff members are subject to the authority of the Director-General and to assignment by him/her or his/her authorised representatives, with due regard to qualifications and experience, to any post under the jurisdiction of the Conference. Staff are responsible to the Director-General in the exercise of their functions. They shall not absent themselves from official duty without the approval of persons authorised by the Director-General to grant such approval.

|  |
| --- |
| **CHAPTER II – CLASSIFICATION OF POSTS** |

II.1 Classification of Posts and Salaries Scales

Basic Principles

1. The Classification of Posts and Salaries Scales should be such as to enable the Secretariat to recruit and retain competent staff members.

2. The salary scales and conditions of service should aim to be fair to the contributors to the Secretariat’s budget; to enable the aspirations of regional countries, in what they expect of the Secretariat 's work programme, to be met; and to be fair also to the Secretariat 's staff members.

3. Appropriate account should be taken of the necessary qualifications and range of responsibilities applying to employment in the various occupational groups.

4. The salary of the Director-General should be fixed with respect to the special individual and corporate managerial and representational responsibilities of that post. In this regard, some attention should be given, as is deemed appropriate from time to time, to salaries paid for senior managerial positions in both government public services and international civil service agencies in the Secretariat 's region.

5. The salaries and conditions of service of professional staff members should be in line with other CROP organisations. Salaries are expressed in special drawing rights (SDR) currency.

For professional staff members based in Fiji, the appropriate salary scales shall be those prevailing for the Fiji-based CROP agencies.

Salaries for professional staff members based elsewhere other than in Fiji shall be those applicable for Fiji-based CROP agencies, with the appropriate cost of living differential adjustment (COLDA) taken into consideration.

6. (a) The salaries and conditions of service of support staff members should be fixed with regards to the salaries and conditions of service given for comparable work in local private and public sector organisations. The salaries and conditions of service of support staff members in Fiji should similarly be aligned to comparable private and public sector in Fiji. SPC support staff salaries shall, in accordance with the approved CROP conditions, fall within the top quartile of the general market.

(b) Salaries for support staff members shall be maintained with no automatic cost of living adjustment (COLA). However, the Director-General may adjust support staff salaries in line with any change approved for the local public service in each base station.

7. Fundamental reviews of these basic principles, and of the Classification of Posts and Salaries Scales and associated conditions of service determined in accordance with them, should be undertaken on a triennial basis by an independent expert or experts, and reporting to the Committee of Representatives of Governments and Administrations (CRGA).

II.2 Amendments

Details of the staff Classification of Posts and Salaries Scales may be amended according to the nature of the duties and responsibilities required for the achievement of the work objectives of the Secretariat or for other factors which, in the judgement of the Director-General and with the approval of CRGA or Conference, relate to the good of the service.

II.3 Position Descriptions

A complete position description detailing the duties and responsibilities of the position is to be attached to all employment contracts. Any significant changes in the expertise, judgement and accountability of the position may result in the re-sizing of the position through the process of job sizing.

|  |
| --- |
| **CHAPTER III – SALARIES AND ALLOWANCES** |

III.1 Currency of Salaries and Allowances

(a) Professional Staff Members

(i) The salary and allowances of each professional staff member shall be paid in the currency of their base station or, to the extent authorised by the Director-General, in the currency of the country of the staff member’s recognised home.

(ii) With the approval of the Director-General, payment may be made in other currencies.

(iii) All payments in currencies other than Pacific francs (XPF) shall be made at the rate established by the Director-General for accounting purposes of those currencies against Pacific francs.

(b) Support Staff Members

The salaries and allowances of support staff members shall normally be expressed and paid in the currency of the base station; however, with the approval of the Director-General, payment may be made in other currencies, provided that such payments do not contravene local currency regulations.

III.2 Determination of Salary, Terms and Conditions

The salary of the Director-General is determined by the Conference within the approved salary range for the position. The salaries of other staff members appointed by the Director-General are determined by him/her in accordance with the staff classification and salaries scales approved by CRGA or Conference.

III.3 Effective Date of Appointment

The salary and authorised allowances of a staff member appointed in a country outside their designated official duty station in the Secretariat, shall be effective as from the date of his/her embarkation from their recognised home or place of recruitment, provided that they proceed to their official duty station by the route and means of transport approved by the Director-General without unauthorised delays en route. Notwithstanding this general rule, the Director-General may approve an earlier effective date of appointment where a duty assignment is approved to commence prior to departure from place of domicile.

III.4 Salary Advancement

(a) A staff member who has not reached the maximum of the salary range for their position, will be eligible for salary advancement in accordance with the SPC’s Performance and Remuneration Policy. Progression through the salary range for each employee will be on the basis of their performance in relation to the position which they occupy as managed through the organisation’s performance development scheme.

III.5 Salary Advance

(a) A salary advance may be authorised by the Director-General in the case of financial necessity of a staff member within the first six months of their taking up a long-term contract. Such an advance, not exceeding one month’s pay, shall be requested in writing to the Director-General.

(b) Such advance shall be liquidated in accordance with the staff member’s request subject to approval by the Director-General:

1. by a single deduction from the following month’s pay; or

(ii) by monthly deductions from pay over a period not to exceed six months; or

(iii) by deduction of the full amount outstanding from the payments due to the staff member concerned if their services are terminated before the whole advance has been liquidated.

(c) A salary advance may be authorised prior to the beginning of leave, up to the maximum of the amount due for the number of days of leave approved.

III.6 Loan for Purchase of Motor Vehicle

(a) The Director-General may grant a staff member a loan not exceeding the following amounts for the purchase of a motor vehicle:

(i) Motor car 1 500 000 CFP francs

(ii) Motorcycle 500 000 CFP francs

No loan shall exceed two-thirds of the purchase price of the vehicle, delivered at the locality at which the member is stationed.

(b) A staff member receiving a loan shall:

1. enter into an agreement in the form prescribed by the Director-General to protect the interests of the Secretariat;

(ii) repay the loan in not more than 18 monthly instalments whilst in service;

(iii) repay any balance at cessation of service from termination entitlements;

(iv) pay interest on the loan at a rate established by the Director-General (currently this is 2% above the best bank rate);

(v) arrange for a comprehensive insurance cover on the vehicle during the period of the loan. In the event the car is sold, SPC is to have first charge. In the event the car is sold prior to the loan being paid off, the total outstanding loan amount must be settled immediately by the staff member.

III.7 Eligibility for Financial Allowances

(a) A staff member, on initial appointment, shall be entitled to financial allowances for which they are eligible under these Staff Rules and in conformity with their terms of employment, effective from the date of their commencement of duty. In the case of a staff member recruited from outside the country of the duty station, commencement of duty shall be as defined in Rule III.3. Variations to allowances payable will take effect from the actual date of change in the staff member’s eligibility.

(b) On termination, salary and financial allowances due to a staff member as of the last day of duty, will be paid to them in a lump sum.

(c) The Director-General may, at his/her discretion, request documentary evidence at any time to support a staff member’s claim to eligibility for approved allowances.

(d) When, subsequent to appointment, the recognised home of a staff member recruited from outside the country of his duty station is changed, all of his entitlements for allowances shall be reviewed and a decision as to his new entitlements as a result of the change shall be taken by the Director-General.

III.8 Market Allowance

Where it is necessary for the implementation of the Secretariat’s work to recruit people with skills that are in high demand, the Director-General has the discretion to decide whether a particular position qualifies for a salary supplement, and will be subject to all other benefits and deductions. No more than 10% of professional positions in the Secretariat should be identified for a market allowance.

The amount is determined following negotiation with the preferred candidate; it can be negotiable up to 25% of the salary scale mid-point. The Director-General, however, will notify CRGA or Conference of any agreement greater than 5% of the salary scale mid-point.

The maximum allowance amount should be reviewed annually and adjusted according to the relative movement in the base salary scale in SDR units.

Guideline criteria for position eligibility are:

1. establishing that the necessary skills are rare and in international demand;
2. proof of failure to recruit appropriate candidates due to demonstrable and substantive grounds that the region’s employment conditions are unacceptable in terms of the current earnings of the potential candidate;
3. budgetary provision is available;
4. the conditions justifying the decision to apply the allowance are readily transparent.

III.9 Dependency Allowances and Definition of Dependants

(a) Spouse

For the purposes of these rules, a spouse is defined as the legally married partner of a staff member, or, a *de facto* partner having cohabited with the staff member for a period of not less than 12 months.

A documentary proof of *de facto* partnership may be requested from the staff member.

(b) Dependent Child

For the purposes of these rules, a dependent child is defined as a biological, legally adopted, or stepson or stepdaughter of the staff member and/or spouse for whom the main and continuing financial support is given by the staff member. The dependent child is:

(i) under the age of 19 years, unmarried and wholly dependent on the staff member; or

(ii) under the age of 25 years, wholly dependent on the staff member and enrolled at a secondary school or at a university (or similar higher-education institution) pursuing undergraduate studies and whose studies at both secondary and tertiary levels have been on a continuous basis and fully paid for by the staff member; or

(iii) regardless of age, is physically or mentally handicapped to the extent that he/she is prevented from either obtaining employment or attending secondary school, university or any other recognised educational institution.

III.10 Official Entertainment

The Director-General, and Deputy Directors-General may be reimbursed for part of the costs of official entertainment as the Director-General considers to have been necessary and reasonable. Such reimbursements are to be supported by details of reasons for the entertainment, list of individuals entertained and receipts supporting cost incurred.

III.11 Vehicle Allowance

Staff members who are required to use their private motor vehicles for performance of their duties shall, subject to the approval of the Director-General, be eligible to receive an appropriate motor vehicle allowance on a mileage basis. This allowance shall not be payable for transport between the staff member’s place of residence and place of work.

III.12 Deductions for Contributions and Indebtedness

Deductions may be made from salaries and allowances under the provisions of these rules, for contributions authorised by staff members and for indebtedness to the Secretariat.

III.13 Acting Post Allowance

Where a staff member is directed by the Director-General to fill a higher position, an allowance is to be paid in accordance with Rule IV.8.

|  |
| --- |
| **CHAPTER IV – APPOINTMENT AND REDEPLOYMENT** |

IV.1 Terms of Appointment

The power of appointment, subject to such directions as received from the Conference of the Pacific Community, rests with the Director-General. Upon appointment, each staff member shall receive a letter of appointment signed by the Director-General or his/her authorised representative. The staff member shall make a written acceptance. The letter of appointment contains expressly, or by reference all the terms and conditions of appointment. All contractual entitlements are strictly limited to those contained expressly or by reference in the letters of appointment.

IV.2 Duration of Appointment

Staff members shall be engaged by the Director-General on long-term, temporary and short-term appointments under such terms and conditions consistent with these Staff Rules as the Director-General may prescribe.

IV.3 Long-Term and Temporary Appointments

(a) A long-term appointment is an appointment to a post in the approved establishment of not less than one year and not more than three years’ duration. The length of appointment shall be determined by the Director-General according to circumstances and the requirements of the work programme, having an expiration date with respect to active duty specified in the letter of appointment. The first year of such an appointment shall be considered as the probationary period. The appointment of any staff member serving on probation shall continue on completion of the probationary period unless the Director-General expressly terminates the staff member’s appointment. Where a staff member has previously served the Secretariat, the period of probation may be reduced by the Director-General with due regard to the duration of the staff member’s previous service.

Such appointments may be granted to persons recruited for service of prescribed duration including persons seconded by national governments or institutions for service with the Secretariat. They may be extended at the discretion of the Director-General, but there shall not, however, be any implied right to such extension. The Director-General shall institute administrative arrangements to ensure that staff members receive advice well in advance, normally four months prior to the expiration of their contracts, of his/her decision either to offer a second contract or that the contract is to expire in accordance with its terms. If no such notice is given prior to contract expiry date, there is no implied or explicit indemnity payable.

(b) All professional staff members shall be eligible to serve two, three-year contracts dependent on performance and availability of funding. All positions shall be advertised after an incumbent has been in post for six years. The incumbent can reapply. Should the incumbent be reappointed, the appointment will be for a further period of three years after which the position is readvertised. In exceptional cases, for certain positions, incumbents will be allowed to reapply after a tenure of nine years.

(c) Extension of appointment by the Director-General for support staff members on long-term contracts that are dependent on non-core funding, shall be made only if sufficient funding is available, and shall be subject to review by the Director-General on the grounds of satisfactory job performance. The period of extension should not be longer than the period for which the relevant non-core funding has been identified.

(d) Temporary appointments, including relief arrangements, may be made for limited periods while a position within the approved establishment is vacant or the current occupant is absent on leave, subject to such special conditions as the Director-General may determine. Prior to renewal of such an appointment, a determination will be made of the need to continue the post.

(e) Short-term appointments may be made for periods of up to three months for a position not falling within the approved establishment. The short-term appointment is subject to special conditions as the Director-General may determine as necessary.

IV.4 Recognised Home

(a) A definition of a staff member’s country and place of domicile for the purpose of these rules (wherein it is referred to as “recognised home”) shall be included in the terms of the staff member’s appointment.

(b) Once a staff member’s “recognised home” has been established by inclusion in their letter of appointment, no change shall be made during the period of the appointment unless the Director-General makes the judgement that, either it is in the interest of the Secretariat or in the interest of employee equity to authorise such a change.

IV.5 Information Required of Staff Members

Staff members shall, before appointment, and as required, supply whatever information may be necessary to determine their eligibility status under Staff Rules. This requirement shall include information about them and their dependants for whom allowances will be claimed under Staff Rules, such as evidence of nationality, passport and visa, marital status, dependent children, information relevant to the establishment of recognised home, dependency benefits, and condition of health. They shall notify the Director-General, in writing, of any subsequent changes in these matters.

IV.6 Medical Examination

(a) Prior to appointment, an applicant, spouse and dependants shall be subject to a medical examination at the Secretariat’s expense. The medical examination shall be such as to satisfy the Director-General that:

1. the applicant, if appointed, may reasonably be expected to remain capable of effectively discharging their duties for the full period of their service with the Secretariat;
2. the applicant is fit for tropical service;
3. any disabilities affecting the staff member and/or their spouse and dependent children, and existing prior to appointment, are specifically excluded from the coverage of the Secretariat’s Staff Medical Insurance Cover.

(b) Every staff member shall undergo a medical examination if and when requested by the Director-General. Where the Director-General considers that the efficiency of a staff member has been impaired due to repeated illness, alcoholism, mental or physical deterioration or where medical information obtained from a medical examination requested by the Director-General indicates a possible impairment of efficiency, the Director-General may call upon the staff member to present himself for an examination by a medical board consisting of three medical practitioners. This medical board shall consist of one person nominated by the Director-General, one nominated by the staff member, and the third by agreement between the first two members of the medical board. This board shall ascertain whether the staff member is mentally and physically capable of performing the duties allocated, or proposed to be allocated. In the event that the board, by a majority, finds that the staff member is incapable of performing their present duties, or if the staff member concerned refuses to present themself for medical examination by the board, or to nominate a medical practitioner in accordance with the procedure outlined above, the Director-General may, for such reasons with no further appeal from the staff member:

(i) terminate the staff member’s service; or

(ii) offer to retain the staff member’s services by a re-assignment to an appropriate position compatible with the staff member’s state of health, which may involve duties at a lower level of responsibility and remuneration; or

(iii) request the staff member to take such courses of treatment as are prescribed by the medical practitioners for the disability while remaining in the same post.

(c) If the staff member is unwilling to accept (ii) or (iii) the Director-General shall terminate the staff member’s appointment after giving the period of notice provided for in Rule XI.2(b). Provided that if the board by a majority finds that the incapacity of the staff member is directly attributable to his service at the Secretariat of the Pacific Community, the provisions of Rule VI.3 shall apply.

IV.7 Redeployment

Where a vacancy exists at any location, the Director-General, in consultation with the staff member concerned, may redeploy the staff member to the vacant position pending a substantive appointment following the normal recruitment process.

IV.8 Responsibility and Acting Allowances

When a post is temporarily vacant for any reason, the Director-General may nominate in writing, another staff member to act in or carry out the responsibility of the vacant post. The staff member concerned may then be authorised to receive a higher duties or responsibility allowance after 21 calendar day of carrying out such duties for the duration of the period involved.

The acting allowance, payable when the staff member is performing the full duties and assuming full responsibility for the vacant position, should not normally exceed half the difference between the staff member’s salary and the equivalent incremental step in the salary scale of the position in which he/she is required to act.

The responsibility allowance, payable when the staff member is attending to only the essential day-to-day operational duties of the vacant position should not normally exceed the difference of two incremental steps for the staff member in the relevant grade.

However, depending on the particular circumstances, the Director-General may, at his/her discretion, amend the qualifying period of 21 days and authorise a rate other than those mentioned above.

Both allowances will attract related benefits and deductions.

IV.9 Performance Appraisal

A performance appraisal of the competence, efficiency and official conduct of each staff member shall be made by the staff member's official supervisor, as per the Staff Performance Planning and Appraisal Policy.

|  |
| --- |
| **CHAPTER V – HOURS OF WORK** |

V.1 Hours of Work and Overtime

(a) The normal working week shall not normally exceed 40 hours, account being taken of local practice. The working week shall be in accordance with a schedule established by the Director-General both for headquarters and for other duty stations. Attendance on Saturday and Sunday (or the equivalent day of rest) or on an established official local holiday shall be required only in case of necessity or where such attendance is a normal part of the staff member’s duty.

(b) Staff members shall be available to the Director-General outside the normal working hours stipulated in Rule V.1 (a) above during peak workload periods.

(c) Support staff members who are required to work during a weekday outside the established working hours, or on a Saturday or Sunday or established official holiday shall be compensated by appropriate cash payment. All overtime worked must be justified and pre-approved by the Head of Programme/Section. Payment for overtime shall be made at the rate of time and one half for overtime duty performed on weekdays, including Saturdays, and at the rate of double time for duty on Sundays and official holidays. If funds do not permit the payment of cash for overtime then compensatory time off shall be given, equivalent to the time actually worked computed in multiples of one hour.

(d) Professional staff who have been directed by the Director-General or by explicit instruction from his designated representative to work substantial or recurrent periods of overtime may be granted appropriate compensatory time off within the exigencies of the service and with the prior approval of the Director-General or his/her designated representative.

(e) Where overtime is required, relevant allowance (such as meal and transportation allowances) as required by local labour laws shall apply.

V.2 Official Holidays

(a) The Secretariat will observe 12 public holidays per year. The public holidays to be observed will comprise five corporate-wide holidays to be observed in all duty stations, plus an additional seven days to be observed at each duty station.

(b) The corporate public holidays to be observed at each duty station shall be New Years Day, Good Friday, Easter Monday, Christmas Day and Boxing Day.

(c) The additional seven days to be observed at each duty station will be as determined by the relevant Deputy Director-General or Manager of the office concerned, following consultation with other agencies present at that location and with the Staff Advisory Committee/Staff Representative Committee as appropriate.

(d) Credit will be given for official holidays observed at the permanent duty station during absences on duty. Time off can be arranged through, and approved by, the relevant manager and divisional head.

(e) The Director-General may, at his discretion, grant such additional official holidays in special circumstances as he or she considers appropriate

|  |
| --- |
| **CHAPTER VI – LEAVE** |

VI.1 Travel Time Compensation

(a) On first appointment, a staff member will be entitled to travel time compensation at the rate of one day for each complete 12-hour period of air travel involved. This air travel must be on the most direct route between the staff member's recognised home and the duty station.

1. The Director-General may, at his/her discretion, grant recuperative leave of one working day for official duty travel involving a minimum of 30 continuous calendar days of official absence from the staff member’s official duty station.

(c) Staff who are required to be away on mission during weekends will be compensated at 0.5 days per weekend away or one day for every two weekends. A pro-rata calculation of 0.25 days per weekend day, inclusive of the day of departure and day of arrival back at base, will be applied. The maximum credit for such leave shall not exceed eight working days at any one time, with periods exceeding this to be considered on their own merits.

VI.2 Sick Leave

(a) Definition: Sick leave is defined as leave with full pay granted to a staff member who is incapacitated from performing their duties due to illness or injury not deliberately occasioned, or whose presence at work might constitute a health hazard to staff members.

Notwithstanding the above, a staff member whose enjoyment of annual or home leave (but excluding termination leave) is interrupted by a period of illness of not less than five consecutive working days, shall be entitled to claim sick leave for that period provided his/her application is supported by a certificate from a qualified medical practitioner to the effect that he/she would have been unfit for duty and provided he/she has the necessary sick leave credits.

(b) Entitlement

(i) All staff members shall be credited, at the beginning of each year of service, with 30 working days of sick leave entitlement. Unused portions of such sick leave credit shall be carried forward at the end of each year of service, provided that the aggregate credit of a staff member shall not exceed 90 working days;

(ii) a staff member who has used all sick leave credits may be granted an advance of sick leave in any one year of service up to a maximum of 15 working days provided that any application for anticipated sick leave is supported by a certificate from a qualified medical practitioner;

(iii) sick leave entitlements under this rule are granted in respect of illness and injuries not falling within the provisions of Rule VI.5 and do not apply to staff members on leave without pay status.

(c) Medical Certificates

(i) A staff member who is absent as a result of illness or injury for three or more consecutive calendar days shall produce a certificate from a qualified member of the medical profession indicating the nature and probable duration of the illness or injury, and certifying that the staff member's absence is medically justified. In cases of continued illness or injury extending beyond the probable duration as stated in the first certificate, a further certificate shall be submitted, otherwise such leave will be charged to annual leave or leave without pay.

(ii) If a staff member has taken periods of non-certified sick leave totalling more than eight working days within a twelve-month period, any additional sick leave shall be supported by a medical certificate. Otherwise such additional leave will be deducted from annual leave or charged as leave without pay.

VI.3 Compensation and Sick Leave When Incapacity is Attributable to Service

(a) Where a staff member is incapacitated in the performance of his/her official duty as a result of:

(i) physical injury sustained in the actual discharge of their duties, through no fault of their own, and specifically attributable to the nature of their duty; or

(ii) illness directly attributable to their work in the service of the Secretariat;

the staff member may be granted leave of absence on full pay for the duration of the absence necessitated by the illness or injury up to 12 calendar months, and in addition may receive:

(i) reimbursement for the costs of reasonable transport, *bona fide* medical and hospital expenses incurred as a consequence of the injury or illness as specified under medical insurance policy; and

(ii) such compensation as specified in the life insurance policy.

(b) Where a staff member dies from an injury or illness for which they would, had they lived, have received compensation under Rule VI.3 (a), such compensation may be paid to the staff member’s estate by the Secretariat on the advice of the Director-General.

(c) Where a staff member sustains a physical injury or illness while on official duty under circumstances interpreted as not strictly within the terms of Rule VI.3 (a) but whose presence in the geographic area where the injury or illness occurred is due to official duty travel, and the Director-General is satisfied that such injury or illness is not due to their wilful conduct, the staff member shall be granted leave of absence on full pay for the duration of the absence necessitated by the illness or injury, up to a maximum of six calendar months.

(d) Leave granted under Rule VI.3 shall not be deducted from sick leave normally credited to staff members.

(e) In the interpretation and application of this rule, the Director-General shall be guided by the principle that the organisation accepts responsibility for payment of compensation in respect of any illness or injury, or death of a staff member resulting from the performance of their duties as covered under the SPC life insurance policy.

VI.4 Maternity Leave

A staff member

(i) shall be entitled to 16 weeks maternity leave with full pay;

(ii) shall be entitled to absent herself from her duties upon producing a certificate that her confinement will probably take place within six to eight weeks, provided that she must absent herself from duty not less than two weeks prior to the expected confinement date;

(iii) shall not be permitted to resume her duties during the six weeks following confinement;

(iv) in the event of confinement taking place before the eight weeks pre-confinement elapses, then the remaining time may be added to the post-confinement leave period;

(v) upon producing a certificate that complications arose at the time of birth, a further period of up to six weeks leave may be granted provided that the normal maternity leave period (i.e. sixteen weeks) has already expired.

VI.5 Family Leave

1. Paternity Leave

A staff member will be eligible for paternity leave for up to 10 working days at the birth of his child.

(ii) Compassionate Leave

(a) The Director-General, at his/her discretion, may grant compassionate leave to professional staff for a maximum of five working days per event, but not to exceed ten working days in any year, exclusive of travel time. Eligibility for travel assistance and the granting of associated compassionate leave with reference to an application from an expatriate staff member are subject to the conditions set out in Rule IX.8.

1. Compassionate leave shall be accorded to support staff members in accordance with local law and practice.

(iii) Carer’s Leave

A staff member will be eligible for Carer’s Leave for up to a maximum of five days per year to look after a sick dependant

VI. 6 Adoption Leave

(a) Following the legal adoption of a child, a staff member, will be eligible for up to 10 weeks of leave as follows:

1. four weeks leave with full pay for a single parent who will be the principal carer for the child;
2. two weeks leave with full pay for the parent who is not the principal carer for the child;
3. additional six weeks leave without pay, for either staff if required.

(b) In considering requests for leave under this section, the Director-General will deal with any such submission on a case-by-case basis, taking into account the following:

(i) For the purpose of this rule, no leave will be granted if the child:

1. is a stepchild, or grandchild;
2. has been living with the staff member for an extended period of time;

(ii) Leave granted under this section shall be for a continuous period commencing from the date the child arrives at the home of the staff member.

VI.7 Special Leave With or Without Pay

(a) Requests for special leave with or without pay shall be submitted in advance and require approval in writing. Special leave may be granted either with or without pay according to the judgement of the Director-General:

(i) for advanced study or research that is in the interest of the Secretariat, where the intent of the staff member is to return to the Secretariat;

(ii) for extended absence from duty not covered by other leave allowances provided by the Secretariat;

(iii) for cases of extended illness or for other exceptional or urgent reasons as judged by the Director-General.

(b) Special leave without pay shall be granted only after accrued annual leave has been expended. No leave accruals or other financial allowances of any kind shall be earned or granted during periods of special leave without pay.

VI.8 Restitution of Advance Annual and Sick Leave

Upon separation, a staff member who has taken advance annual or sick leave (as provided under annual and sick leave provisions) beyond that which he/she has subsequently accrued on a *pro rata* basis, shall make restitution for such advance leave by a cash refund or a deduction from monies due to him/her by the Secretariat. This amount will be equivalent to the excess remuneration received. The Director-General may waive this requirement if in his/her judgement exceptional or compelling reasons exist for such action.

|  |
| --- |
| **CHAPTER VII – PROVIDENT FUND** |

The rules of the Provident Fund of the Secretariat of the Pacific Community are recorded in Annex I to these rules.

|  |
| --- |
| **CHAPTER VIII – STAFF MEDICAL INSURANCE COVER** |

The terms and conditions of the group medical insurance cover for staff members are appended in Annex II to these rules. SPC Management and Staff Representatives negotiate the policies with insurance providers on an annual basis.

|  |
| --- |
| **CHAPTER IX – TRAVEL AND REMOVAL EXPENSES** |

IX.1 Travel Entitlements of Staff Members

(a) The Secretariat shall pay the travel expenses of a staff member by the most direct and/or economic route:

(i) on appointment, from their recognised home or from the place of recruitment to the duty station;

(ii) on change of duty station;

(iii) on home leave as stipulated in the contract from the duty station to the staff member’s recognised home and return, or to and from a country other than the country of recognised home, provided that the cost does not exceed that from duty station to recognised home and return;

(iv) following completion of contract service, in respect of travel from the duty station to the staff member’s recognised home or to some other place to which the cost of travel does not exceed the cost to his recognised home. Entitlement to repatriation travel and removal expenses shall cease if travel has not been completed within one year of the date of separation from the service. The Director-General may authorise exception to this rule if he/she is satisfied that there are compelling reasons for such action. The Director-General may reject any claims for payment or reimbursement of travel or removal expenses that are in contravention of Rule IX.1;

(v) on official duty assignments.

(b) Notwithstanding IX.1 (a) (iv) above, upon separation following service of one year, the Secretariat may pay the travel expenses of the staff member to their recognised home, their place of recruitment, or to some other place of their choice, whichever is lowest in cost by the most direct and/or economic route.

(c) If a staff member who has signed a long-term contract for two or more years:

(i) resigns before completing one full year of service, or

(ii) resigns within six months of his return from home leave, or

(iii) has his services terminated for unsatisfactory service or other reasons supported by staffing policies,

the Secretariat may decline to pay any travel expenses consequent upon termination. However, should the Secretariat decide to pay such travel expenses it shall be by the most direct and/or economic route.

IX.2 Travel Entitlements of Dependants

(a) The Secretariat shall pay the travel expenses by the most direct and/or economic route, of the dependent spouse and the dependent children of a staff member:

(i) to the staff member’s duty station on, or subsequent to, their appointment or transfer for an employment period of not less than one year;

(ii) where an employment period is for one year, and provided that such travel is effected at least six months before the expiry of the staff member’s appointment or assignment to such duty station, and with the provision that they should remain at such duty station for a period of at least six months after arrival. Travel expenses to the duty station from the staff member’s recognised home or from their previous duty station or place of domicile may be paid. If the dependants remain at the staff member’s duty station for less than six months, travel expenses paid for dependants may be deducted from the staff member’s emoluments except if the Director-General has authorised their departure or considers that there is exceptional justification thereof;

(iii) when accompanying the staff member on home leave, provided that they have resided continuously in the area of the duty station for not less than six months prior to such leave. The Director-General may grant exception if the needs of the service or other special circumstances prevent the staff member and his/her dependants from travelling together;

(iv) for return to the staff member’s recognised home or to some other place to which the cost of travel does not exceed the cost to recognised home, provided that they have resided at the staff member’s duty station for a period of at least six months prior to departure.

(b) Additional travel entitlements for dependent children shall be in accordance with Rule IX.3;

(c) Notwithstanding the definition of a dependent child in Rule III.9 (c), the Director-General may, after due consideration of all the circumstances, approve one repatriation voyage by the most direct and/or economical route, of a child who, although no longer a dependant at the time of repatriation did at the beginning of the current contract travel to the staff member's duty station as a recognised dependant.

(d) Travel subsistence allowances shall be paid at rates determined by the Director-General for countries (or other specified locations) on the basis of a stopover extending beyond midnight. The allowances should cover hotel-room cost, subsistence and such other expenses as the Director-General may determine necessary to cover other costs but exclude entertainment costs that are provided for under Rule III.10. Where official expenditures are required but not specifically included in the above per diem rate, reimbursement will be permitted upon submission of appropriate receipts. Where transportation requires overnight travel wherein no additional expenses are involved for accommodation or subsistence, the Director-General may establish a special allowance. The general principle for payment of a per diem is that a staff member should neither be out of pocket for basic costs included in the allowance, nor should they gain financially from such allowance.

IX.3 Dependent Children's Holiday Visit Travel Allowance

(a) Travel expenses in respect of each dependent child who attends an educational institution outside the parent’s duty station shall be paid for an outward and return journey by the most direct and/or economic route, once each school year, between the educational institution and the duty station, provided that:

1. where attendance is for less than two-thirds of the school year, transport costs may be refused;
2. transport expenses shall not be paid if the requested journey is unjustified, either because of its timing in relation to other authorised travel of the staff member or his/her dependants or when the staff member’s appointment is for a period of less than eighteen months or will expire within six months of the child’s arrival at the duty station.

Allowance shall be payable upon presentation of evidence satisfactory to the Director-General that the conditions required are fulfilled. Student concession rates must be used if obtainable. Travel expenses shall not exceed the cost at concession rates of a journey between the staff member's recognised home and the duty station.

(b) Where a staff member can prove that they have the main and continuing financial support obligations for a child who is not in full-time education, the Director-General has discretion to authorise holiday visits from a staff member’s recognised home to the duty station when he/she considers the grounds for the child not being permanently resident with the staff member are well founded.

(c) The actual travel costs of these annual dependent child travel entitlements may be applied to the cost of visits by the staff member or his/her spouse to their child, or children, on the basis of one approved visit per year of resident service.

(d) Where the staff member has a child or children studying and living abroad with their recognised spouse, the staff member may be authorised to utilise one visit per year to visit the children. In the case of one child, the child may be authorised to visit the staff member once a year, subject to Rule IX.3 (a).

IX.4 Definition of Travel Expenses

All travel at the expense of the Secretariat shall be by the route, mode of transportation and class prescribed by the Director-General in accordance with principles prescribed in these rules for travel.

Travel expenses shall include:

(a) fares, which shall be deemed to mean the actual expenditure incurred on fares by air, land, or sea for all travel entitlements of the staff member and his/her dependants. Staff members are not entitled to receive cash in lieu of transportation costs. In the event that travel requested by the staff member exceeds the cost of approved airfares by a normal direct route, the staff member shall be required to meet any excess charges incurred. Unless the Director-General approves otherwise, airfares will be at the most economic rate;

(b) travel subsistence allowances, at rates determined by the Director-General;

(c) baggage allowance in excess of the weight or volume carried without extra charge by transportation companies shall be considered as excess baggage within this rule. Actual costs shall be reimbursed as follows:

(i) for staff members travelling on official duty, costsof excess accompanied baggage up to 10 kg;

(ii) for staff members engaged in official travel on appointment, change of duty station, home leave and repatriation, costsof cargo or unaccompanied baggage of:

1. 12 kg (26 lbs) for each full fare ticket
2. 6 kg (13 lbs) for each half fare ticket
3. 25 kg (55 lbs) for dependent children who receive no baggage allowance from carrier.

IX.5 Definition of Removal Expenses

(a) Expenses under these rules shall be deemed to include reasonable removal costs as follows:

(i) the transport (including customs, wharfage and other charges) of furnishings, household and personal effects, including book collections and articles for professional use, up to a maximum of a 20 ft container

(ii) the Director-General may increase the allotment in exceptional circumstances;

(iii) reasonable costs of packing, crating, unpacking and un-crating the staff member's furnishings, household and personal effects as approved by the Director-General where such service is not provided by the Secretariat;

(iv) premium for insurance of a staff member's effects in transit in accordance with Rule IX.5(b);

(v) storage costs for a period not to exceed six months after date of termination.

(b) The total costs of premium for insurance cover on unaccompanied baggage, furnishings, household and other personal effects shall be reimbursed for a cover of up to:

* 880,000 XPF for staff member;
* 352,000 XPF for dependent spouse;
* 176,000 XPF for each dependent child.

(c) In no case shall a staff member be entitled to the payment of any extra costs associated with transporting of a motor vehicle and vessel.

IX.6 Removal Expenses on Initial Appointment and Change of Official Station

(a) Where a contract period is for not less than one year, a staff member shall be entitled on initial appointment to the payment of their removal expenses and those of their dependent spouse and/or dependent children.

(b) When the initial contract period is for less than one year, the staff member’s dependants will not be eligible for any removal expenses. However, the staff member will be granted reasonable unaccompanied excess luggage.

(c) Removal expenses shall be paid under Rule IX.6 (a) and (b) from the staff member's recognised home, duty station or current place of domicile, to their official SPC duty station, or, with the approval of the Director-General, from any other place, provided that such costs shall not exceed the estimated costs from the staff member's recognised home.

(d) On change of official duty station, a staff member shall be entitled to payment of his/her removal expenses and those of his dependent spouse and/or dependent children.

IX.7 Removal Expenses on Termination

(a) Where the services of a staff member are terminated on completion of a contract, the Director-General or his/her delegate will authorise payment of removal expenses for the staff member only.

(b) In cases where a staff member’s continuous period of service has been for not less than one year, the Director-General will authorise payment of removal expenses for the staff member’s dependent spouse and/or dependent children, provided that they have been residing with the staff member for at least six months during any contract period, regardless of the cause of termination of the staff member’s services.

(c) Where a staff member’s services are terminated by his/her resignation or for reasons of unsatisfactory service:

(i) before completion of one year of service, the Director-General may authorise the payment of return removal expenses only for the staff member to his/her recognised home. In such cases, the staff member may be called on to refund to the Secretariat in whole or in part the removal expenses incurred in bringing them and their family to their official station. In addition, except when the Director-General shall judge otherwise, the staff member will be responsible for all costs pursuant to the removal arrangements made for his/her dependent spouse and dependent children from the duty station to his/her recognised home;

(ii) during the intervening period between the end of the staff member’s probationary period of one year and the termination date of their contract period, they may be required to pay for their return removal expenses and those of their dependants as determined by the Director-General.

(d) Removal expenses shall be paid under Rule IX.7 (a)–(c) from the staff member’s official duty station to his/her recognised home, or, with the approval of the Director-General, to any other place provided that such total costs shall not exceed the estimated costs to the staff member's recognised home. All such claims must reach the Director-General within 12 months of a staff member’s leaving the service.

(e) Upon the death of a staff member, regardless of length of service, his/her dependent spouse and/or dependent children shall be entitled to travel and removal expenses to their recognised home. If such a staff member was not accompanied by his/her dependent spouse and/or dependent children, the removal of personal belongings and household goods to his/her recognised home shall be at the expense of the Secretariat. Upon the death of a staff member recruited from outside their duty station, or upon the death of his/her recognised dependant, the Secretariat shall pay the expenses of transportation of the body from the official duty station, or in the event of death having occurred while in travel status, from the place of death, to the recognised home or to a place to which the staff member would be entitled to return transportation. These expenses shall include costs for preparation of the body.

(f) Where both husband and wife are staff members and each is entitled to removal of personal effects and household goods, the maximum weight and/or volume that may be removed at the Secretariat’s expense for both of them shall be that for a staff member with equivalent number of dependants residing with them at their duty station.

IX.8 Travel for Compassionate Reasons and Associated Leave

(a) On application by an expatriate staff member the Secretariat shall, subject to the conditions set out in paragraphs (b), (c), (d) and (e) below, pay the cost of the return fare, not exceeding the cost of the return fare to that staff member’s place of domicile abroad, by a route, mode of transportation and class prescribed by the Director-General, for the staff member, **or** their spouse **or** their dependent child to attend immediate kin in the case of critical illness, injury or death.

(b) For the purposes of this rule immediate kin includes spouse, sons and daughters (whether they be biological, legally adopted, or step), father, mother (including step-parents).

(c) In the case of illness or injury, the Director-General shall only approve travel for compassionate reasons and associated leave if the:

(i) presence of the staff member, **o**r dependent spouse **o**r child, could contribute decisively to the patient’s survival, or recovery from a very serious illness or injury; or if,

(ii) illness or injury is likely to be fatal in the near future.

(d) In the case of death, the Director-General shall only approve travel for compassionate reasons and associated leave if it enables the eligible family member to attend the:

(i) funeral; or

(ii) proper finalising of affairs of the deceased person and there is no other competent member of the family or other person able or prepared to undertake it.

(e) The Director-General shall require an application for travel for compassionate reasons and associated leave to be supported by relevant certificates from qualified members of the medical or legal professions or such other documentation or information as he may require, but in the case of emergency shall, if the circumstances warrant it, give his/her immediate provisional approval which he/she shall subsequently either confirm or withdraw in the light of the supporting evidence to be provided by the applicant within 30 days of the end of the journey.

(f) The Director-General may approve leave for a maximum of five working days for any one period of 12 months, plus the number of working days necessarily used in travelling by the most direct route.

|  |
| --- |
| **CHAPTER X – STAFF ADVISORY/REPRESENTATIVE COMMITTEE AND OTHER STAFF COMMITTEES** |

X.1 Staff Advisory /Representative Committees

(a) Staff committees are to be known as the Staff Advisory Committee (SAC) for Noumea Headquarters, and Staff Representative Committee (SRC) for the Suva sub-regional office shall be established for the purpose of ensuring continuous contact between staff members and the Executive. These committees shall:

(i) meet with the Executive at intervals prescribed in regulations drawn up by the committee in agreement with the Executive;

(ii) make proposals to the Director-General for improvements in the situation of staff members, both as regards their conditions of work and their general conditions of life. The Director-General shall consider such proposals and if he/she considers them to be practicable and desirable, they should be implemented in whole or in part. If the proposals require a change to the Staff Regulations, such proposals shall be submitted to the next meeting of CRGA or Conference for consideration and decision;

(iii) act in an advisory/representative role to the Executive in respect of adjudication of any grievances of staff members relating to such matters as the conditions of employment or other work-related factors affecting them adversely. The staff committees shall provide such advice when requested by the Executive or a staff member, and the Executive shall take into account such advice in adjudicating any grievances. Procedures for obtaining the advice of the relevant committee shall be prescribed in regulations drawn up by the committee in agreement with the Executive.

(b) The committees shall be composed in such a way by direction of the Executive as to effect equitable representation of the staff members. Election of committee members shall take place under regulations drawn up by the committees in agreement with the Executive.

X.2 SAC and SRC Access to CRGA

*Overall objective*

Where a grievance(s) exists, and where management and staff (through SAC and SRC) have not reached an agreement in resolving the grievance, a mechanism by which this grievance is channelled to CRGA for the final decision of the Conference of the Pacific Community should be established

*Definition of grievance*

In the case of SAC and SRC access to CRGA, the term grievance refers to:

1. matters that concern staff conditions of work, and other work-related factors where there is an impasse between the views of the majority of staff and those of the Executive;
2. cases where a staff member has been through the Request for a Review by a Joint Review Board process and still feels the decision has not been "just" and that SAC or SRC members are in support of the staff member’s view.

*Mechanisms*

The following mechanisms will be used for gaining access to CRGA:

1. the provision of a working paper from SAC or SRC addressing the views of staff on the identified grievance;
2. a separate working paper from the Executive covering the Executive’s views in relation to the same grievance, and
3. the chairperson of SAC/SRC, or their representative, attending CRGA to present the working paper and to answer questions on behalf of the staff member.

*Procedure to activate mechanisms*

1. When SAC/SRC and Executive have negotiated on an issue relating to staff conditions of work, and other work-related factors and no agreement has been reached, nor is likely to be reached because of the divergence of views.
2. When Executive has made a decision that affects the terms and conditions of staff and the majority of staff feel aggrieved by the decision and put their views to Executive through SAC/SRC and no change is made to the decision.
3. When a staff member has been through the Request for a Review by the Joint Review Board process and still feels the decision has not been "just" and that SAC/SRC members are in agreement to support the staff member's view.

*Decision of CRGA*

CRGA’s decision on any matters presented to them through this process shall be final.

X.3 Other Staff Committees

The Director-General may establish policy advisory teams and any committees comprising staff members to advise him/her on any aspects of Secretariat business.

|  |
| --- |
| **CHAPTER XI – TERMINATION OF SERVICE** |

XI.1 Termination of Appointment

(a) The Director-General may terminate the appointment of any staff member, prior to completion of their contract term of service if, in the Director-General’s judgement, the interests of the service require the abolition of the post or a reduction of staff.

(b) Where the Director-General terminates the appointment of a staff member because of Rule XI.1(a), he/she shall give at least three months of notice and pay an indemnity of salary and allowances to the staff member concerned according to the following schedule:

Up to 7 years of service: indemnity equal to 3 months’ salary and approved financial allowances.

From 7 to 14 years of service: indemnity equal to four months’ salary and approved financial allowances.

Over 14 years of service: indemnity equal to 6 months’ salary and approved financial allowances.

If the staff member concerned agrees, the Director-General may reduce the period of notice and increase the amount of indemnity accordingly by an equal period. Such indemnity payments will not be interpreted as salary in relation to other policies governing salary payments.

(c) If any staff member appears to the Director-General to be inefficient, incompetent, or unfit/incapable of discharging the duties of their office efficiently, the Director-General may, after due and full investigation into the circumstances — including giving the staff member ample opportunity to respond to the allegations concerning their work performance and giving full consideration to such information — terminate the services of the staff member in accordance with the terms of their appointment or may transfer the member to another post at the same or lower grade.

(d) The appointment of any staff member serving on probation shall continue on completion of the probationary period unless the Director-General expressly terminates the appointment.

XI.2 Notice of Resignation by Staff Member or of Termination of Appointment by the Director-General

1. Staff members may, at any time, resign their appointments on giving notice in accordance with Rule XI.2 (b).
2. Notice of resignation by a staff member or of the termination of their appointment, shall be in writing and the period of such notice shall, unless otherwise provided, be as follows:

(i) six months in the case of Director-General;

1. three months for professional staff
2. one month for support staff
3. one month for any staff serving a probationary period, and any staff appointed for less than one year.

(c) The Director-General, or in the case of the Director-General, the Conference, may, in special circumstances, accept resignations on shorter notice.

XI.3 Effective Date of Termination of Service

The effective date of termination of service for a staff member shall be that date specified in the staff member’s contract of employment or in the notice of resignation submitted by the staff member. Entitlements and benefits related to employment with the Secretariat shall terminate from that time subject to provisions to the contrary that might exist in the Staff Rules.

XI.4 Certificate of Service

A staff member shall, on leaving the service of the Secretariat, be given a certificate relating to the nature of their duties, the length of service, the amount of emoluments, and other relevant information.

XI.5 Indebtedness to the Secretariat

Upon leaving the service any indebtedness of a staff member to the Secretariat shall be deducted from any money due to him from the Secretariat.

|  |
| --- |
| **CHAPTER XII – DISCIPLINARY MEASURES** |

XII.1 Offences and Disciplinary Measures

(a) A staff member in his/her official capacity who, it is alleged:

(i) wilfully disobeys or disregards any lawful order made or given by any person having authority to make or give the order; or

(ii) is negligent or careless in the discharge of their duties; or

(iii) is inefficient or incompetent through causes that appear to be under their own control; or

(iv) displays improper conduct as a result of excessive alcohol consumption, or consumption of illegal drugs; or

(v) is guilty of any disgraceful or improper conduct; or

(vi) commits any breach of these rules or of the Staff Regulations; or

(vii) having made, subscribed or given an oath, declaration, affirmation or promise in accordance with Rule I.1, does or says anything in violation of that oath, declaration, affirmation or promise; or

(viii) wilfully supplies to any staff member or other person acting on behalf of the Secretariat of the Pacific Community, incorrect or misleading information in connection with his appointment to the Secretariat of the Pacific Community; or

(ix) has offended or is in breach of the provisions in the SPC harassment policies

shall, if proper investigation by the Director-General determines such charges to be valid, be liable for such punishment as is determined upon, under the provisions of this rule.

(b) When reliable evidence indicates that a staff member has committed an offence punishable under the provisions of Rule XII.1 (a), the Director-General may charge the staff member with that specific offence and may, at his/her discretion, suspend the staff member from duty pending full investigation. When a charge is made against a staff member, that person shall be furnished with a copy of the charge and shall be directed to reply forthwith in writing stating whether he admits or denies the truth of the charge. The staff member is to provide any explanation or rebuttal based on factual evidence in regard to the charge. If a staff member does not make such a written reply within 21 days from the date on which the letter of charge was delivered, the charge will be considered valid. The Director-General may, where circumstances warrant, extend the final date for a written response from the staff member.

(c) After consideration of all the documentation and other evidence relating to the alleged offence, and the information contained in any response from the staff member or from further investigation that was considered necessary, if the Director-General or CRGA or Conference judges that the allegations should be clearly sustained, the Director-General or CRGA or Conference may apply any one or combination of the following penalties that are most appropriate to the seriousness of the offence:

(i) place an official reprimand in the staff member’s personal file; or

(ii) impose a fine not exceeding the equivalent of 14 calendar days of salary; or

(iii) reduce the staff member’s salary; or

(iv) demote the staff member to a lower position; or

(v) transfer the staff member to another position or duty station; or

1. suspend the staff member without salary; or

(vii) summarily dismiss the staff member from the service of the Secretariat of the Pacific Community.

XII.2 Criminal Offences and Disciplinary Measures

(a) If a staff member is charged with having committed any criminal offence against the law of any state or territory punishable either on indictment or on summary conviction, the Director-General may suspend the staff member from duty.

(b) If upon the hearing of the charge by any court the staff member is found guilty of the offence, the Director-General, may use any of the penalties as contained in Rule XII.1 (c) individually or in combination, in accordance with the requirements of the situation.

(c) If the staff member is acquitted of the charge by the court, he/she may not be dismissed or punished on that same charge but may nonetheless be penalised under Rule XII by the Director-General on any other charge that may arise out of his/her conduct in the matter, provided that such charges do not involve substantially the same facts as those related to his acquittal.

XII.3 Suspension from Duty

(a) A staff member charged with having committed an offence under Rules XII.1 or XII.2, and who is suspended from duty by the Director-General, shall not be entitled to receive payment of any salary or allowance other than an alimentary allowance at a rate of not less than half the staff member’s salary, unless otherwise determined by the Director-General.

(b) If the staff member is subsequently found not guilty of an offence, he/she shall be entitled to receive retroactively the full salary, allowances, and other entitlements, as would have been due had he/she not been suspended from duty, less any monies which may have been paid to him/her.

(c) If the staff member is found guilty of the offence and punishment other than dismissal is imposed by the Director-General, the Director-General may, at his/her discretion, restore the staff member's salary, allowances and other entitlements, either in full or in part for the period of the staff member’s suspension less any monies which may have been paid to them.

|  |
| --- |
| **CHAPTER XIII – APPEALS TO THE JOINT REVIEW BOARD** |

XIII.1 Right of Request for a Review to the Joint Review Board

A staff member shall have the right to make a request for a review to the Joint Review Board against disciplinary measures taken by the Director-General, or any action taken that appears to be in conflict with the terms of his letter of appointment.

XIII.2 Joint Review Board

When necessary, a Joint Review Board is established to report on and provide recommendations in relation to requests by staff members for reviews filed under the terms of Staff Regulation 26.

XIII.3 Composition of the Joint Review Board

(a) The Joint Review Board shall consist of three members as follows:

(i) A chairperson, who was the chairperson of the preceding CRGA;

(ii) One member appointed by the Director-General;

(iii) One member elected by the Staff Advisory/Representative Committee.

(b) In the event of the Chairperson of CRGA being incapacitated or disqualifying him/herself from presiding over any appeal, the Vice-Chairperson of that CRGA shall be chairperson for the Joint Review Board.

(c) The Chairperson of the Joint Review Board, at the request of either party, may disqualify any member from consideration of a specific appeal if, in the opinion of the Chairperson, the relation of such member to the staff member whose appeal is to be considered warrants such action. The Chairperson may also excuse any member from consideration of a specific review.

XIII.4 Procedure of the Joint Review Board

(a) A staff member who, under the terms of Staff Regulation 26, wishes to request a review an administrative decision, shall submit their request in writing, within 21 days from the date of receipt of the decision in writing, with the Registry Office of the Secretariat for on-forwarding to the Chairperson of the Joint Review Board.

(b) A request for a review shall not be receivable by the Joint Review Board unless the above time limits have been met.

(c) Before the Joint Review Board undertakes consideration of a request for a review, the staff member concerned shall be notified of the membership of the Board.

(d) A staff member may arrange to have their request for a review to be presented to the Joint Review Board on their behalf by another member of the Secretariat’s staff. A person who is not a member of the staff may not represent the staff member before the Board.

(e) The act of filing of a request for a review with the Joint Review Board shall not have the effect of suspending action on an administrative decision, which is the subject of the request for a review.

(f) In considering a request for a review, the Joint Review Board shall act with the maximum speed consistent with a fair review of the issues before it. Normally, proceedings before the Board shall be limited to the original presentation of the case, together with brief statements and rebuttals, which may be made orally or in writing, in either of the working languages.

(g) The Board shall have the authority to call members of the Secretariat who may be able to provide information concerning the issues before the Board and to request the production of documents.

(h) The Joint Review Board shall, by majority vote, adopt and submit a report to the Chair of the Appeals Tribunal. The report shall constitute a record of the proceedings in undertaking the request for review and may include a summary of the matter as well as the Board's recommendation. The result of the vote on the recommendation shall be recorded, and any member of the Board may have their dissenting opinion included in the report. The Joint Appeals Board shall submit its report to the Chair of the Appeals Tribunal as soon as possible after undertaking consideration of the request for a review.

XIII.5 Appeals Tribunal

1. The Appeals Tribunal shall consist of three members as follows:

* a Chair, who was the Chair of the preceding Conference of the Pacific Community;
* the Chair of the preceding CRGA; and
* the Vice-Chair of the preceding CRGA.

(b) In the event of the Chairperson of the Conference of the Pacific Community being incapacitated or disqualifying him/herself from presiding over the Appeals Tribunal, the Vice- Chairperson of the preceding Conference of the Pacific Community shall be the Chair of the Appeals Tribunal.

(c) The Chair of the Appeals Tribunal, at the request of either party, may disqualify any member from consideration of a specific appeal if, in the opinion of the Chair, the relation of such member to the staff member whose appeal is to be considered warrants such action. The Chair may also excuse any member from consideration of a specific appeal.

XIII.6 Procedure for the Appeals Tribunal

(a) The final decision on the matter, taken by the Appeals Tribunal after the Joint Review Board has forwarded its report, shall be communicated to the Director-General and to the staff member(s) concerned, together with a copy of the Joint Review Board’s recommendation. Should the Appeals Tribunal’s decision be contrary to the findings of the Joint Review Board, the Chair of the Appeals Tribunal shall inform CRGA of this and, at the same time, indicate the Tribunal’s reasons for not accepting the findings.

(b) The Appeals Tribunal’s decision and a copy of the Joint Review Board’s recommendation shall also be transmitted to the Staff Advisory/Representative Committee, except in cases of appeals against disciplinary action.

**CHAPTER XIV – GENERAL PROVISIONS**

XIV.1 Administrative Instructions

Where necessary, the Director-General shall issue administrative instructions not inconsistent with these rules for the interpretation and amplification thereof.

XIV.2 Amendment to Staff Rules

These rules may be supplemented or amended from time to time without prejudice to existing rights and privileges, in accordance with Staff Regulation 31.