

CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND EOOD SECURITY

## **Staff Regulations**

Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF)

Revised version

CTI-CFF Regional Secretariat

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### Staff Regulations: Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF) Revised version

Established during the 3<sup>rd</sup> CTI-CFF Ministerial Meeting, 28 October 2011 Amended during the 14<sup>th</sup> CTI-CFF Ministerial Meeting, 14 December 2018

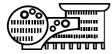
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### Foreword



As an international organization, the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF) has several rules and procedures on strengthening its multilateral partnership on marine, coastal and small island ecosystems of the six Coral Triangle countries (CT6) – Indonesia, Malaysia, Papua New Guinea, Philippines, Solomon Islands and Timor-Leste. I am pleased to share that the Agreement on the Regional Secretariat of the CTI-CFF with all annexes was registered and recorded with the United Nations Secretary General on 1<sup>st</sup> November 2017 and was published at the Statement of Treaties and International Agreements Registered or Filed and Recorded with the Secretariat on November 2017 Number 54907. With this registration, the CTI-CFF Regional Secretariat has a formal status as an international organization.

The CTI-CFF through the Regional Secretariat initiates, coordinates, and facilitates communication and activities across the CTI-CFF Member Parties towards the attainment of the goals set in the Regional Plan of Action. Moreso, the CTI-CFF Regional Secretariat recognizes and values the support and contribution of each CT6 member countries and its development partners in order to implement plans and activities of the CTI-CFF.

Following the Joint Ministerial Statement of the 7<sup>th</sup> CTI-CFF Ministerial Meeting (MM-7) in 2018, the CTI-CFF Regional Secretariat was mandated to finalize the amendments to the CTI-CFF Staff Regulations. This regulation is intended to enhance the CTI-CFF Regional Secretariat's operations and compliance as an international organization.

The amended Staff Regulations is produced to maintain the confidence of the CTI-CFF to realize the conditions that have been set to ensure the effective applications of the rights and principles set out in staff matters. Further, this Regulations went through series of consultative and participatory processes to ensure that expectations of the governing body and staff of the Regional Secretariat are clearly met.

The amended Staff Regulations adopted the principle of rotational basis on recruiting the Executive Director and based on merit services and open for all CTI-CFF Member Parties for the Deputy Executive Directors. The amended Staff Regulations, is an important communication tool between the governing body of the CTI-CFF and the staff of the Regional Secretariat. The Regional Secretariat is expected to carry out its day-to-day function guided by principles and ideals which the CTI-CFF upholds.

It is my privilege to present the amended Staff Regulation with the hope that it can provide better guidance to all staffs, the CTI-CFF Member Parties, Development Partners and respected stakeholders on governing and functions of the CTI-CFF Regional Secretariat.

> Hendra Yusran Siry, PhD Interim Executive Director CTI-CFF Regional Secretariat





#### Regulation 1 Scope

These Staff Regulations establish the basic principles of employment, regulate the working relations and establish the rights and responsibilities of the Staff who render their services in and receive remuneration from the Secretariat of the CTI-CFF, hereinafter called the "Secretariat" and set out the broad principles of personnel policy.

### Regulation 2 Applicability

- 1. These Regulations shall apply to all Staff of the Secretariat holding a contract of employment.
- 2. In implementing these Regulations, the Executive Director, (in consultation with the Chair of CTI-CSO) may issue corresponding, specific Staff Rules as necessary.
- 3. If any part of these Regulations become contrary to the prevailing laws of the Host Country, or where they are silent, the prevailing laws of the Host Country will apply.
- 4. These Regulations may be supplemented or amended by the CTI Council of Ministers (CTI COM) without prejudice to the existing contracts of Staff except where the Staff has consented to modify her of his contract in accordance with the amendments.
- 5. The Executive Director may supplement these Regulations with Staff Instructions inconsistent with these Regulations or with any decisions made at the CTI COM Meeting and further, may issue Staff Instructions necessary to effectively implement these Regulations.

#### Regulation 3<sup>1</sup> Definitions

In these Regulations, unless the context otherwise requires, the following definitions shall apply:

"Appointment Committee" means the appointment committee established under Regulation 7 (3);

<sup>1</sup> Amendments were made in Regulation 2 under Definitions. The term "Contract of Employment" was changed to "Working Agreement". The term "Liaison" was added and provided with definition. Further, the term "Staff Member" was changed to "Staff".

**"Working Agreement"** is an agreement made between the Secretariat and staff that specifies work requirements, rights and obligations of the parties. Based on the relationship of the work, working agreement can be distinguish as follow:

- i. Working agreement for specified time is an agreement made between the Secretariat and staff for specified time (with a maximum period of three (3) years) or for completion of a specified work or completion of a temporary work.
- ii. Working agreement for unspecified time is an agreement made between the Secretariat with Staff for a permanent working relationship that is not limited within specified time or specified work.

"Dependent" includes:

- i. Any child of a Staff or his or her spouse who is below eighteen (18) years old and who is dependent on a Staff or her or his spouse for their main and continuing support;
- ii. Any other child who is mentally or physically impaired and is dependent on a Staff or her or his spouse for their main and continuing support;
- iii. Any other child who is given a home by, and is dependent on, a Staff or her or his spouse for their main and continuing support; and
- iv. Any person related by blood or marriage for whose main and continuing support a Staff or her or his spouse is legally responsible;

"Liaison" means communication or cooperation that facilitates a close working relationship between people or organizations.

"**Professional Staff**" means Staff whose primary responsibilities require the exercise of judgment and discretion in policy related matters;

"Secretariat Agreement" means the Agreement establishing the Regional Secretariat of the Coral Triangle Initiative on Coral Reef, Fisheries and Food Security;

"**Staff**" means the Executive Director, Deputy Executive Directors, Professional and Support Staff holding a working agreement with the Secretariat. Persons engaged for specific tasks under short-term contract shall not be considered as Staff; and

"Support Staff" means Staff with administrative and technical functions within the Secretariat.

#### Regulation 4 Executive Director

1. The Executive Director shall be the chief administrative officer of the Secretariat and shall act in that capacity at all times.

- 2. The Executive Director shall:
  - a. Be responsible for the discharge of all the functions and responsibilities of the Secretariat in accordance with the directives of the CTI COM and the CTI Committee of Senior Officials (CTI CSO);
  - b. Be responsible for strategic leadership and management of the Secretariat, including:
    - i. Representing the CTI-CFF regionally and internationally and developing strategic partnerships and networks subject to the approval of the Chair of CTI CSO. In the event of no response in fourteen (14) days from the date of the first communication from the Executive Director, it shall be deemed approved by the Chair CTI-CSO;
    - ii. Managing key CTI-CFF relationships, including with the Host Country Government and those governed through Memoranda of Understanding and other formal agreements;
    - iii. Formal liaison with the national coordinating committees of Parties;
    - iv. Policy development;
    - v. Program planning, including the implementation of the Regional Plan of Action; and
    - vi. Organizational development as approved by CTI CSO.
  - c. Exercise the administrative and financial powers vested under this Agreement and such other rules, procedures and regulations as may be adopted by the Parties;
  - d. Attend the official meetings of the CTI-CFF and provide advice and information on matters relating to the CTI-CFF;
  - e. Prepare Annual Reports on the work of the Secretariat and the implementation of the Regional Plan of Action for consideration by the Parties;
  - f. Prepare the annual budget estimates of the Secretariat for approval by the CTI COM and the CTI CSO;
  - g. Appoint the Professional and Support Staff as may be necessary for the efficient functioning of the Secretariat, in accordance with these Regulations; and
  - h. Perform such other administrative functions as are entrusted to the Executive Director by the Parties.
- 3. When the position of the Executive Director is vacant, the Executive Director's functions and powers including but not limited to the power set up in delegation financial and Signing Authority as set forth in Financial Policies and Procedures Manual, shall be exercised according to the instructions of the Chair of the CTI COM. In the absence of such instructions, the functions of the Executive Director shall be exercised by the Deputy Executive Director appointed first.
- 4. When the Executive Director is absent from Headquarters, the Executive Director shall delegate its powers and functions to one of the Deputy Executive Directors as the Officer-in-Charge.

#### Regulation 5 Deputy Executive Directors

- 1. Each of the Deputy Executive Directors shall lead the following areas of work respectively:
  - a. Corporate Services, and
  - b. Program Services.
- 2. The Deputy Executive Director for Corporate Services:
  - a. Shall be responsible for providing general services to the Parties for promoting the work of CTI-CFF and any other decision as may be agreed by the Parties; and
  - b. Shall be responsible for the management of the general affairs of the CTI-CFF for the proper functioning of the Secretariat, including:
    - i. Secretariat responsibilities for meetings;
    - ii. Parties services;
    - iii. Business services;
    - iv. Human resources;
    - v. Financial affairs including auditing;
    - vi. Information technology and communication management, including maintenance of archives, databases and website;
    - vii. Infrastructure maintenance;
    - viii. Support to working groups; and
    - ix. General administration and systems management.
- 3. Deputy Executive Director for Programs shall be responsible for developing and managing programs for the implementation of the Regional Plan of Action, including:
  - i. Liaise, and develop networks between CTI-CFF and CTI Partners and other stakeholders;
  - ii. Facilitate the inclusion of cross cutting issues into CTI-CFF Programs;
  - iii. Manage public relations, outreach and marketing;
  - iv. Facilitate mobilization of resources;
  - v. Coordinate monitoring and evaluation of CTI-CFF programs;
  - vi. Coordinate capacity development activities in support of CTI-CFF programs and goals; and
  - vii. Coordinate information and knowledge management relevant to CTI-CFF programs and goals.

#### Regulation 6 Professional and Support Staff

1. The Professional and Support Staff shall be appointed by the Executive Director following the recruitment procedure outlined in Regulation 8 of these Regulations.

2. The appointment of the Professional and Support Staff by the Executive Director shall be subject to the existing remuneration policy approved by the CTI COM.

#### Regulation 7<sup>2</sup> Recruitment Policy for the Executive Director and Deputy Executive Directors

- 1. The responsibility for the appointment of the Executive Director and Deputy Executive Directors is vested in the CTI COM, and the CTI COM has the power to appoint the Executive Director and Deputy Executive Directors.
- 2. The CTI COM may delegate the responsibility and power of appointment referred to in paragraph (1) of this Regulation to the CTI CSO.
- 3. The CTI COM or, where responsibility has been delegated, the CTI CSO shall convene an Appointment Committee to select and recruit vacancies for the position of Executive Director and/or Deputy Executive Director. The appointment mechanism for Executive Director and Deputy Executive Directors shall be as follows:
  - a. The Executive Director shall be made to observe the principle of rotation in alphabetical order among CTI-CFF Member Parties;
  - b. The Deputy Executive Directors shall be based on merit services and it is open for all CTI-CFF Member Parties.
- 4. The Appointment Committee established under paragraph (3) above shall have a representation of all Parties. The Appointment Committee shall, include male and female representatives from across the Parties.
- 5. The Appointment Committee established under paragraph (3) above shall formulate selection criteria for the vacancies to be filled. Such criteria shall include:
  - a. Relevant qualifications and experience;
  - b. Nationality of the candidate as a national of a Party; and
  - c. Such other merit-based criteria as deemed appropriate by the committee or by the CTI COM or CTI CSO.
- 6. Vacancies for the Executive Director or Deputy Executive Directors will be advertised in the Parties. In addition, Parties may nominate candidates for vacant positions. Regardless, of whether nominated by a Party or applying themselves, all candidates will be subjected to the same appointment process and selection criteria. Appointments of Executive Director and Deputy Executive Directors shall follow the

<sup>2</sup> This regulation is an amended version of Regulation 7 on Recruitment Policy of the Executive Director and Deputy Executive Directors, particularly Article 3, Item B. The line "...but will not be of the same nationality as Executive Director at any point of time" was deleted.

appointment mechanism stated under paragraph (3) above. Both posts shall never consider race, gender, mother tongue, religion, beliefs, ethnic or social origin.

- 7. The Appointment Committee established under paragraph (3) above shall meet, whether in person or by electronic means, in order to short-list applicants. Short-listed applicants shall be invited to attend interviews at the Secretariat's premises, or at any other location as determined by the Appointment Committee.
- 8. The Appointment Committee established under paragraph (3) above, after interviewing the short-listed candidates, shall select candidate/s to fill the vacancy or vacancies. The selected candidate/s shall be endorsed to the Chair of the CTI CSO who will convene a meeting to determine if an offer should be made.
- 9. If a Ministerial Meeting is due to be convened within three (3) weeks of the appointment committee selecting a candidate, the CTI COM may exercise this function of the CSO.
- 10. All offers of employment made pursuant to this Regulation will be signed by the Chair of the CTI CSO or the Chair of the CTI COM as appropriate. Such offers will outline the terms of employment including:
  - a. The period of employment, including the start date and the completion date;
  - b. The rate of remuneration and any other benefits attached to the position including other allowances;
  - c. The description of responsibilities attached to the position;
  - d. Lines of reporting and working relationship/s relevant to the position; and including identification of the supervisor for the position, and what Staff report to the position;
  - e. Provisions with respect to dismissal or termination;
  - f. A copy of Staff Regulations and any other relevant regulations or policy guidance made by the CTI COM or CTI CSO pertaining to the position; and
  - g. Provisions of the termination of the contract of employment.

#### Regulation 8<sup>3</sup> Recruitment Policy of Professional and Support Staff

1. The major consideration in the recruitment and employment of Professional Staff and Support Staff is necessary in securing the highest standards of efficiency and competence. Subject to this consideration, due regard shall be paid to the importance of recruiting Staff on an equitable basis between the Parties with a view to ensure a broad-based Secretariat.

<sup>3</sup> This regulation is an amended version of Regulation 8 on Recruitment Policy of Professional and Support Staff.

- 2. Professional Staff and Support Staff shall be selected competitively by an externally advertised process. The common and specific qualifications and experience required of such Staff shall be determined according to the job descriptions for the relevant posts.
- 3. The Executive Director shall approve job descriptions for all positions for Professional Staff and Support Staff within the Secretariat based on the organizational structure of CTI-CFF Regional Secretariat approved by the CTI-COM.
- 4. Professional Staff and Support Staff shall be recruited from among citizens of Parties.
- 5. Recruitment of Professional Staff and Support Staff shall be subject to open competition among nationals of Parties regardless of race, color, gender, mother tongue, religion and beliefs, or the national, ethnic or social origin.
- 6. No specific posts shall be identified with any Party, except stipulated otherwise by the Host Country regulation.
- 7. The Executive Director shall create a selection committee responsible for the recruitment of each position advertised. The selection committee shall have a minimum of three (3) Members from amongst the Staff of the Secretariat.
- 8. The selection committee shall evaluate and interview the applicant/s according to the required criteria and qualifications.
- 9. The selection committee shall recommend, based on merit and transparent manner, the most qualified and experienced candidate.
- 10. All offers of employment made pursuant to this Regulation shall be signed by either the Executive Director or the Deputy Executive Director responsible for Staff employment. Such offers will outline the terms of employment including:
  - a. The period of employment, including the start date and the completion date;
  - b. The rate of remuneration and any other benefits attached to the position including other allowances;
  - c. A description of responsibilities attached to the position;
  - d. Lines of reporting and working relationship/s relevant to the position, and including identification of the supervisor for the position;
  - e. A copy of Staff Regulations and other relevant regulations or policy guidance made by the CTI COM, CTI CSO or Executive Director pertaining to the position shall be provided by the Secretariat to the concerned.

#### Regulation 9<sup>4</sup> Health Certificates

As a precondition of appointment, Staff shall be required to submit a health certificate issued by a State accredited medical institution that the Staff is physically and mentally fit.

#### Regulation 10 General Responsibilities of Staff

- 1. Staff of the Secretariat are international civil servants. Upon accepting their appointment, they pledge themselves to discharge their duties faithfully and to conduct themselves with the interests of the CTI-CFF and the Secretariat.
- 2. Staff shall always conduct themselves in a manner in keeping with the international nature of the Secretariat. They shall always bear in mind the loyalty, discretion and tact imposed on them by their international responsibilities in the performance of their duties. They shall avoid all actions, statements or public activities which might be detrimental to the Secretariat and its aims.
- 3. Staff are not required to renounce sense of nationalism, their political or religious beliefs.
- 4. In the performance of their duties, Staff shall not seek or accept instructions from any government or authority other than as required during their employment with the Secretariat.
- 5. All Staff shall not release official information or communication without approval from the Executive Director.
- 6. Staff shall, have no employment other than with the Secretariat.
- 7. No Staff may be associated in the management of a business, industry or other enterprise, or have a financial interest therein if, as a result of their employment held in the Secretariat, he or she may benefit from such association or interest.
- 8. Ownership of non-controlling stock in a company shall not be considered to constitute a financial interest within the meaning of paragraph (7) of this Rule.
- 9. Staff shall enjoy privileges and immunities to which they are entitled under Article 12 and 13 of the Agreement on the Establishment on the Regional Secretariat of the CTI-CFF.

<sup>4</sup> This is an amended version of Regulation 9 on Health Certificate.

- 10. Any Staff who becomes a candidate for a public office of a political character shall resign from the Secretariat.
- 11. No Staff shall accept in respect of their work for the Secretariat any honor or decoration from any government or organization or, except with the approval of the Executive Director, any favor, gift or fee from any government, organization or person during the period of their appointment. With respect to the Executive Director, the approval of the CTI COM is required.

#### Regulation 11 Hours of Work

- 1. The normal working hours and days shall be eight (8) hours, Monday through Friday, for a total of forty (40) hours per week.
- 2. The Executive Director shall establish the working hours and may, in consultation with Staff, alter them for the benefit of the Secretariat as circumstances may require.
- 3. The Executive Director has the right to call upon the services of Staff to the extent considered reasonable.
- 4. Drivers, messengers, gardeners, handymen and tea attendants/cleaners will be required to work hours as directed by the Executive Director. Overtime rates are applicable after the accumulation of forty (40) hours over a one-week period or eight (8) hours over a day.
- 5. Security officers will be required to work from 6 pm to 6 am in five (5) day rotational shifts. The Executive Director may require security officers to work additional hours.

#### Regulation 12<sup>5</sup> Overtime

The rates of pay for overtime are:

- 1. For working day, one and half (1.5) times the normal hourly rate for the first hour and double (2 times for) the next hour; and
- 2. For Saturday and Sundays or public holidays, double (2 times) the normal hourly rate for the first eight (8) hour, triple (3 times) for the ninth hour, quadruple (4 times) for the tenth and eleventh hour.

<sup>5</sup> This is an amended version of Regulation 12 on Overtime.

#### Regulation 13<sup>6</sup> Termination of the Working Agreement

- 1. An appointment of a Staff shall be terminated when the following circumstances are observed/exist:
  - a. When a working agreement with a specified time expires; or
  - b. Upon resignation:
    - i. with one-month prior notice;
    - ii. without notice, the benefits of the Staff shall be forfeited;
  - c. Without notice by the Staff paying one month's salary in lieu of notice, unless the Executive Director determines that such a payment is not required in the circumstances; or
  - d. When the parties mutually agree to an early termination of the contract of employment, on terms and conditions agreed at the time; or
  - e. When the Executive Director issues a notice of termination in writing to the Other Staff in circumstances of redundancy, retrenchment or restructuring as approved by the Chair of CTI CSO; or
  - f. As a disciplinary measure by dismissal with or without notice under Regulation 24; or
  - g. At the conclusion of any period of probation specified in the Staff's letter of appointment, if in the view of the Executive Director and the Chair of CTI CSO as the case may be, the Staff's performance has not been satisfactory. This is only applicable for Staff from Host Country with working agreement for unspecified time.
- 2. Both the Executive Director and the Staff may agree to temporarily suspend the contract of employment, in which case any right, all obligation or benefit of both parties (as the case may be) shall be terminated during the suspension.
- 3. During the term of the contract of employment, if, as a result of mental or physical illness, a Staff is rendered incapable, of proper performance of duties under the Agreement, the Executive Director reserves the right to require the Staff to undergo a medical examination. The Executive Director will take into account recommendations made available to her or him, before exercising the rights of suspension or termination.
- 4. If, due to the continuing effects of illness or injury, medical opinion indicates that the Staff will remain unable to perform normal job requirements for a period in excess of four (4) months in any one (1) year, for non-Host Country Staff, the Executive Director reserves the right to exercise suspension, awaiting medical opinion as to the Staff's capacity to return to normal duties, for Host Country Staff this regulation shall follow the Article 172 of the Manpower Act Law Number 13 Year 2003.

<sup>6</sup> This regulation is an amended version of Regulation 13 on Termination of the Contract of Employment.

5. If at the time of separation, a Staff has unused annual leave, the Staff shall be paid in lieu thereof the cash equivalent for the period of such accrued leave up to a maximum of thirty (30) working days, calculated on the basis of the last net base salary.

#### Regulation 14<sup>7</sup> Entitlements for First Reporting of Duty, Relocation and Termination

- 1. The Secretariat shall meet the following appointment and termination expenses of Professional Staff recruited from outside Secretariat Headquarters. The entitlements cover the transport and accommodation en-route for the Staff and accompanying dependents between home and Secretariat Headquarters, and back, by the shortest and most economical route. The Executive Director has discretion, after taking family circumstances into account, to include dependents who arrive within six (6) months of the start of appointment or leave within one (1) month of termination.
- 2. The Executive Director shall be entitled to business class travel for international flights exceeding eight (8) hours from his/her last point of residences. All other Staff including the Deputy Executive Directors, and all dependents including the Executive Director's dependents, will fly economy class unless provided for through arrangements not funded by the Secretariat.
- 3. The reasonable cost of packing, insuring, shipping and transporting furniture, household and personal effects shall be paid as follows:
  - a. 20m<sup>3</sup> in respect of the Staff, 10m<sup>3</sup> in respect of a dependent spouse and 5m<sup>3</sup> in respect of each dependent child; and
  - b. Up to 20 kilos of excess baggage per person for all Professional Staff and their dependents recruited outside the Secretariat.
  - c. Or can be given in a lump sum in which the amount shall be decided by the Executive Director.
- 4. To offset incidental expenses and compensate for the upheaval of removal, an establishment grant on appointment can be given only at the rate prescribed by the Executive Director, subject to the approval of the CTI COM or the CTI CSO.
- 5. Accommodation at a suitable hotel or other fully furnished accommodation for up to six (6) working days or such other period, as the Executive Director considers reasonable in the circumstances.

<sup>7</sup> This regulation is an amended version of Regulation 14 on Entitlements.

- 6. The entitlements prescribed in paragraph (1) of this Regulation do not apply and, at the Executive Director's discretion, may be withheld in whole or in part if:
  - a. All or part of the expenses are met from some other source; or
  - b. Within twelve (12) months of appointment the Staff's appointment is terminated under Regulation 13 [subject to the approval of the CTI COM or the CTI CSO]; and
  - c. If the termination is due to criminal offences or disciplinary actions.
- 7. For Staff based in locations other than the Secretariat Headquarters, the Executive Director will develop Staff rules pertaining to their entitlements. These Staff rules will be subject to the approval of the CTI COM or the Committee of Senior Officials. Such additional rules will be broadly analogous to this Rule, insofar as local conditions permit.

# Regulation 15 **Death of Staff**

- 1. In the event of death of a Staff, following illness or surgery not resulting from an accident covered by the appropriate workplace insurance, the right to salary, allowances, and other corresponding benefits shall cease on the day on which death occurs, unless the deceased leaves dependents, in which case the dependents are entitled to mortality allowances, return travel, and removal expenses to their country of origin or former residence, at the expense of the Secretariat.
- 2. Eligibility of the dependents of a deceased Staff for the payment of return travel and removal expenses shall lapse if the travel is not undertaken within six (6) months of the date of the Staff's death.
- 3. The mortality allowance shall be an amount equal to one (1) month's full salary.
- 4. The Secretariat shall pay for shipment of the Staff's body from the place of death to the place designated by the next-of-kin.
- 5. If at the time of death, a Staff has unused annual leave, the next-of-kin shall be paid in lieu thereof the cash equivalent to the remaining unused accrued annual leave, calculated on the basis of the last net base salary.

#### Regulation 16 Annual Leave

Staff shall be entitled to vacation at the rate of two and-a-half (2.5) working days per month. Annual leave may be accumulated, but not more than thirty (30) working days may be

carried over beyond 31 December of any year, unless otherwise justified by exceptional circumstances. In addition, Staff shall be entitled to all official holidays in the Host Country. The taking of leave shall not cause undue disruption to normal Secretariat operations. In accordance with this principle, leave dates shall be subject to the needs of the Secretariat. Leave dates shall be approved by the Executive Director who shall, as far as possible, bear in mind the personal circumstances, needs and preferences of Staff. Any absence not approved within the terms of these Regulations shall be deducted from annual leave.

#### Regulation 17<sup>8</sup> Special Leave

Staff may be granted, in exceptional cases, special leave for the following reasons:

- a. Marriage of the Staff three (3) day;
- b. Marriage of Staff Children two (2) day
- c. Change of residence of the Staff one (1) day;
- d. Death of spouse or child four (4) days;
- e. Death of a parent/parent-in-law two (2) days;
- f. Death of Staff's family who lives in the same house one (1) day;
- g. Staff circumcising their children two (2) days
- h. Staff baptizing their children two (2) days
- i. Staff's wife gives birth/miscarriage two (2) days
- j. Staff is experiencing unexpected disaster (fire, earthquake, landslide, flood) which confirmed with statement letter from the authority one (1) day
- k. Paternity leave seven (7) days.
- I. Staff is summoned by the authority as a witness or to carry out a necessary state affair, confirmed with authentic proof from the authority
- m. Staff undertakes a religious pilgrimage (Hajj) as obligated by the religion for the first time.
- n. Staff in training assignment from the Secretariat.

#### Regulation 18<sup>9</sup> Sick Leave and Maternity Leave

1. Staff who are unable to perform their duties because of illness or injury or whose attendance is prevented by public health requirements shall be granted paid sick leave. All sick leave must be approved on behalf of, and under conditions established by the Executive Director in consultation with a duly qualified medical practitioner.

<sup>8</sup> This regulation is an amended version of Regulation 17 on Special Leave.

<sup>9</sup> This regulation is an amended version of Regulation 18 on Sick Leave and Maternity Leave.

- 2. Host Country Staff shall receive salary during sick leave as according the prevailing regulations. Non-Host Country Staff shall receive full salary during paid sick leave as follows the regulation:
  - a. A Staff who has worked less than one year shall be granted paid sick leave up to two (2) months.
  - b. A Staff who has worked for one year or more shall be granted paid sick leave up to four (4) months on full salary.
  - c. A Staff who is absent from duty because of sickness for a period of more than three (3) consecutive working days, shall produce a certificate from a duly qualified medical practitioner stating the probable duration of his/her incapacity.
- 3. Staff shall be entitled to three (3) consecutive working days as uncertified sick leave, provided that in one (1) calendar year the total uncertified sick leave does not exceed seven (7) working days.
- 4. Staff shall be entitled to maternity leave for the period of three (3) months. During this period Staff shall receive full pay and corresponding allowances.

#### Regulation 19 Determination and Currency of Payment

- 1. The remuneration policy and conditions of service of employees are determined by the CTI COM or CTI CSO.
- 2. The remuneration of all Secretariat Staff shall be expressed in US\$ and paid in Indonesian Rupiah.
- 3. Professional Staff salary scales are reviewed every three (3) years.
- 4. The salaries of Support Staff are to be reviewed every three (3) years, with salary scales to be adjusted to the seventy-five percentile (75%) range of comparable positions in the Secretariat Headquarters. For the purpose of this provision, the seventy-five percentile (75%) range is the boundary between the top 25% of the market and the lower 75%.

#### Regulation 20 Salaries

1. Current salary scales approved by the CTI COM or CTI CSO are to be set out in Schedule to be annexed to these Regulations and shall be incorporated annually to the Secretariat's Work Program and Budget.

- 2. The appointed Professional and Support Staff shall receive a salary equivalent to his/her position based on the approved salary grade within the designated salary grade as advertised.
- 3. Appointments shall be subjected to annual performance review by the Executive Director and the concerned Deputy Executive Directors.
- 4. The Executive Director may authorize an increment to a Staff's salary at the completion of each year of service based on the Staff's annual performance assessment and where the Staff has not reached the maximum of the salary grade for his/her position. Where the Staff's performance has not been considered highly satisfactory, the Executive Director or the Executive Director's delegate will explain to the Staff why the Staff will not receive an increment, or in the case of poor performance, why the Staff's salary will be reduced by an increment; provided that the increase or reduction of salary is within the salary scale equivalent to the position of the Staff. This shall be applicable only for Staff with working agreement for unspecified time.
- 5. For Support Staff, the Executive Director may authorize an incremental rise in salary in recognition of permanent increases in formal skill levels of that Staff, relevant to the Staff's duties in the Secretariat; or where the Executive Director is satisfied that the Staff has permanently increased her or his capacity to accept responsibility in her or his duties within the Secretariat.
- 6. Where a Support Staff has reached the maximum salary point in her or his approved salary scale and where that employee's work performance is assessed as having been highly satisfactory on completion of a particular year's service, the Executive Director may grant a fixed sum performance bonus payment to that Staff, provided that any such bonus:
  - a. Is not made as a permanent increase in the salary of the Staff;
  - b. Can be fully financed from available budgetary provision in that year; and
  - c. Shall not exceed 5% of the Staff's current salary.

#### Regulation 21 Higher and Extra Duties Allowances

- 1. Any Staff may at any time be required by the Executive Director to undertake the duties of a senior or other position whether or not the circumstances justify increased pay.
- 2. A Staff who is required by the Executive Director to carry out and does carry out the full duties of a higher graded position for a continuous period of not less than ten (10) working days will be paid a higher duties allowance amounting to the difference between the current Staff's salary and the current salary of the incumbent of the higher graded position.

#### Regulation 22 Representational Allowance

The Secretariat shall reimburse the Executive Director for all reasonable expenses up to an amount per annum determined by the CTI COM or CTI CSO for expenses incurred associated with the duties of the Executive Director supported by official receipts.

#### Regulation 23<sup>10</sup> Professional Staff and Expatriate Allowances

- 1. In addition to base salary, expatriate Professional Staff [based in the Headquarters] are entitled to receive the following allowances and benefits:
  - a. One (1) return economy class flight each year between the place of education and Secretariat Headquarters by:
    - i. Each dependent child being educated outside Indonesia; or
    - ii. The Staff or spouse to visit the child, providing the journey is not made within the final six (6) months of the contract.

For the purposes of this subsection the "**place of education**" is taken to be the country of ordinary residence or country where the educational institute is situated.

- b. Expatriate Staff are entitled to return economy class airfares between Secretariat Headquarters and the recognized home for the Staff and dependents after completing twelve (12) months of service, and at the completion of each twelve (12) month anniversary, during each year for four (4) year contracts, provided no leave travel is undertaken within the final twelve (12) months of the contract. The recognized home of the Staff will be agreed between him/her and the Secretariat at the time of appointment.
- c. Subject to the approval of the Executive Director, Staff who travel home from the Secretariat Headquarters pursuant to clause (b), in addition to their leave entitlement, receive full pay to compensate for time actually and necessarily spent on such travel.
- d. Equivalent to two (2) week's salary, on completion of a contract, provided the contract is not extended or renewed.

<sup>10</sup> This regulation is an amended version of Regulation 23 on Professional Staff and Expatriate Allowances. Article 2 which reads "For Staff based in locations other than the Secretariat Headquarters, the Executive Director will develop additional Staff rules pertaining to their allowances. These additional Staff rules will be subject to the approval of the CTI COM or the CTI CSO. Such additional rules will be broadly analogous to this rule, insofar as local conditions permit," was deleted since it is a duplication of Regulation 14 Article 7.

#### Regulation 24 Offences

- 1. A Staff of the Secretariat commits an offence if they:
  - a. Willfully disobey a lawful order of the CTI COM, the CTI CSO and the Executive Director or of any other officer to whom the Staff is formally responsible, or are in non-compliance with duties owed in the role, or with the Secretariat's policy;
  - b. Willfully disregard these Regulations or other Regulations of the CTI-CFF;
  - c. Are negligent, inefficient or incompetent in the exercise of her or his duties;
  - d. Commit gross and willful misconduct, dishonesty or insubordination;
  - e. Willfully act without regard to the Secretariat's interests;
  - f. Behave disgracefully or improperly either in an official capacity or otherwise;
  - g. Are convicted of a criminal offence which affects the Staff's ability to perform the role satisfactorily;
  - h. Steal or misappropriate the funds or property of the Secretariat;
  - i. Legally declared bankrupt, resulting in the Staff's ability to perform the role satisfactorily;
  - j. Undertake any activities that bring the Secretariat into disrepute.
- 2. The CTI COM and CTI CSO shall discipline the Executive Director; and the Executive Director shall discipline an employee found guilty of an offence by:
  - a. An official reprimand;
  - b. A fine not exceeding fourteen (14) days salary;
  - c. Demotion to a lower step in the grade of the offender's position;
  - d. Dismissal with notice under Regulation 13(1)(f); or
  - e. If the offence is theft or misappropriation of the Secretariat's funds or property, by summary dismissal without notice.
- 3. No Staff suspected of committing an offence shall be penalized under paragraph 2 of this Regulation unless guilt is confirmed by:
  - a. The Staff's own admission; or
  - b. The outcome of criminal proceedings; or
  - c. The findings of an internal inquiry conducted as soon as practicable by the Executive Director (or in his or her absence by the Staff designated by the Executive Director to serve in this role) and two (2) other Staff; the CTI COM or the CTI CSO, as the case may be.
- 4. Any Staff suspected of committing an offence under this Rule will be afforded justice and due process. Such Staff shall have the right to appeal to the CTI CSO or CTI COM, the Executive Director and the Deputy Executive Directors as the case may be.
- 5. Any Staff suspected of theft or misappropriation of the Secretariat's funds and property shall be preventively suspended pending the investigation of such,

without pay. If suspicion cannot be proven the Staff will be fully reinstated of all its salaries and other benefits effective from the date of suspension.

#### Regulation 25 Staff Committee

A Staff Committee may be elected annually by Staff to represent their views and may be consulted by the Executive Director on general and specific questions relating to Staff issues and welfare.

### Regulation 26<sup>11</sup> Dispute Settlement and Appeal Procedures

Notwithstanding the rights of any aggrieved party by any actions in the implementation of this Regulation shall have the right to a fair and transparent appeal and/or dispute resolution mechanism recognized by the prevailing laws of the Host Country.

<sup>11</sup> This regulation is a new regulation.









CORAL TRIANGLE

#### Coral Triangle Initiative on Coral Reefs, Fisheries, and Food Security (CTI-CFF)

The CTI-CFF is a multilateral partnership of six countries working together to sustain extraordinary marine and coastal resources by addressing crucial issues such as food security, climate change and marine biodiversity.

The CTI-CFF was established formally during the Leaders' Summit in 2009 with approval of the leaders from the CT6 countries. They adopted the CTI Regional Plan of Action (CTI RPOA) which is a strategic action plan with five goals: (1) designation of effectively managed seascapes; (2) application of an ecosystem approach to fisheries management; (3) establishment of a fully functional marine protected area system; (4) strengthening climate change adaptation and resilience; and (5) improving the status of threatened marine species.

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