12TH ANNUAL MEETING OF THE SPRFMO COMMISSION

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COMM 12 – Report ANNEX 5c
SPRFMO Staff Regulations 2024

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STAFF REGULATIONS OF THE COMMISSION

(Last amended February ~~2020~~2024)

REGULATION 1

1.1. These Staff Regulations (Regulations) establish the fundamental principles of employment, regulate the working relationships and establish the rights and responsibilities of formally appointed employees who render their services in and receive remuneration from the Secretariat of the Commission of the South Pacific Regional Fisheries Management Organisation (SPRFMO). These Regulations, together with the terms of the offer of appointment provided to each employee, form the terms and conditions of employment of the relevant employee.

1.2. These Regulations should be applied giving due regard to the geographical distribution of the Members of the Commission of the South Pacific Regional Fisheries Management Organisation (hereinafter called the Commission).

1.3. In the application of these Regulations, any discrimination based on any grounds such as sex, race, colour, ethnic or social origin, religion or belief, political or other opinion, membership of a national minority, property, birth, disability, age, or sexual orientation shall be prohibited.

1.4. While respecting the principle of non-discrimination, mandatory retirement age is justified as based on objective and reasonable grounds.

REGULATION 2

Recruitment and Appointment

2.1. In accordance with Article 14 of the Convention, the Contracting Parties shall appoint the Executive Secretary in accordance to the UN categories and level, including his or her remuneration and such other entitlements, as it deems appropriate.

2.2. In accordance with Article 14 of the Convention, the Executive Secretary shall appoint[1,2], direct, and supervise employees. The paramount consideration in the appointment, transfer or promotion of the employees shall be the necessity for securing the highest standards of efficiency, competence and integrity.

2.3. Any employee appointed before the adoption of these Regulations shall be deemed to have been appointed under these Regulations and, save for any specific terms set out in the offer of appointment of the employee, these Regulations will be deemed to form the terms and conditions of employment of the employee.

[1] The Commission shall designate staff positions to be filled through appointments made by the Executive Secretary.

[2] The Executive Secretary shall prepare the recruitment process and position description for new employees in consultation with the Chairperson of the Commission and the Chairperson of the relevant Subsidiary body.

2.4. Upon selection, each employee shall receive an offer of appointment stating:

a) that the appointment is subject to the Regulations applicable to the category of appointment in question, and to changes which may be duly made in such Regulations from time to time;

b) the nature of the appointment;

c) the date on which the employee is required to commence duty;

d) the period of appointment, the notice required to terminate it and the period of probation;

e) the category, level, commencing rate of salary and the scale of increments and the maximum salary attainable;

f) the allowances attached to the appointment;

g) any special terms and conditions which may be applicable.

2.5. Together with the offer of appointment, employees shall be provided with a copy of these Regulations and the Standards of Conduct for the International Civil Service[3]. Upon acceptance of the offer employees shall state in writing that they are familiar with and accept the conditions set out in these Regulations.

2.6. The instrument of appointment shall state the date on which the appointment takes effect. This date will not be prior to the date on which the employee takes up his or her duties.

2.7. Either prior to or during the period of employment, in order to ascertain whether an employee remains able to perform the full range of duties, employees may be required to undergo medical examination ~~and to ensure that the result of such a medical examination be provided to the Commission~~ from time to time as determined by the Executive Secretary or the Commission as the case may require. The medical examinations shall be at the expense of the Commission. If the employee refuses to undergo any medical examination or does not consent to the health professional providing ~~the Commission with~~ a report ~~-~~ that provides an assessment of whether the employee can perform their full range of duties ~~or assessment~~, the Executive Secretary, or the Commission as the case may require, may suspend the employee from duties while it considers what, if any other steps ought to be taken with respect to the Employee's employment~~, or the Executive Secretary or Commission may be required to make a decision~~ based on the information that is available.~~in the absence of any information that may be provided by a medical examination~~.

2.8. Employees shall be required to retire on reaching the age of ~~65~~ 68 years with the exception of an Executive Secretary whose four-year appointment commenced prior to reaching the age of ~~65~~ 68 and who then reaches ~~65~~ 68 years during that term, who will be required to retire at the end of that term. The Executive Secretary may extend an employee's age of separation if such extension were to be in the interest of the Commission.

REGULATION 3

Duties, Obligations and Privileges

3.1. Members of the staff of the Secretariat, and the Executive Secretary (hereinafter called "employees") are international civil servants. Upon accepting their appointments, they pledge themselves to discharge their duties faithfully and to conduct themselves with the interests of the Commission in mind guided, as international civil servants, by the Standards of Conduct for the International Civil Service.

3.2. Employees are not required to renounce either their national feelings or their political or religious convictions.

[3] https://icsc.un.org/Resources/General/Publications/standardsE.pdf

3.3. In the performance of their duties, employees may neither seek nor accept instructions from any government, authority, organisation or person other than the Commission.

Confidentiality Requirements

3.4. Employees shall observe maximum discretion regarding official matters and shall abstain from making private use of information they possess by reason of their position. Authorisation for the release of information for official purposes shall lie with the Commission or the Executive Secretary, as the case may require.

3.5. For the purposes of these Regulations "confidential information" means all information which is not in the public domain and which, due to its nature or the method by which it was communicated, would be regarded as confidential by a reasonable person, including, but not limited to:

a) business and technical information in respect of or relating to the Commission;

b) business methods and management systems of the Commission;

c) undisclosed financial information relating to the Commission.

3.6. Other than in the proper performance of their duties, employees will hold all confidential information in confidence and will not, without the written consent of the Executive Secretary after consultation with the Chairperson of the Commission, directly or indirectly, at any time during their appointment or following its termination (for so long as the information continues to be confidential information):

a) use any confidential information;

b) disclose any confidential information to any person, other than to the extent necessary to carry out these Regulations; or

c) copy any material containing confidential information for personal use or for use by any other unauthorised person, firm, company or entity.

3.7. Any invention, improvement, design, process, trademark, copyright, system or intellectual property right whatsoever made or discovered by an employee in the course of the performance of their duties must be immediately disclosed to the Commission and will be the absolute property of the Commission.

Independence

3.8. Employees shall, in general, have no employment ~~or engagement (whether paid or unpaid)~~ other than with the Commission. In special cases, employees may accept other employment ~~or engagements~~, provided that it does not interfere with their duties in the Commission and is not incompatible with the interest of the Commission, and that prior authorisation by the Executive Secretary has been obtained. The Commission's prior authorisation shall be obtained in respect of the Executive Secretary.

3.9. No employee may be associated in the management of a business, industry or other enterprise, or have a financial interest therein if, as a result of the official position held in the Secretariat, he or she may benefit from such association or interest. Upon accepting their appointment with the Commission and on a continuing basis thereafter, employees are required to immediately disclose any associations or financial interests that may cause a conflict of interest or a potential conflict of interest with the Commission.

3.10. Ownership of non-controlling stock in a company shall not be considered to constitute a financial interest within the meaning of paragraph 3.9.

Employee Relations

3.11. An enabling environment is essential for constructive employee relations serving the interests of the organisation. Relations among employees should be guided by mutual respect.

3.12. Staff members have the right to form a Staff Association (SA). The SA is composed of all SPRFMO employees on a permanent or at least a one-year contract excluding the Executive Secretary.

3.13. The SA should elect a Staff Representative (SR) according to the rules specified in Annex 1. The SR is elected as a spokesperson by the Staff Association.

3.14. Most conflicts within the Secretariat can be and should be solved internally according to the Conflict Resolution Procedure (Annex 2).

3.15. In the rare case that a conflict cannot be solved internally or through mediation between the parties involved in the conflict or if its resolution causes major concern (e.g. perceived unjust dismissal of an employee) the FAC Committee can be asked to intervene bringing the case before SPRFMO Members.

Relations with Members and CNCPs of the Commission and its Subsidiary bodies

3.16. Employees have the reasonable expectation that the highest professional standards should be upheld by others when interacting with the staff of the Secretariat.

3.17. Employees are encouraged to report any breach of this Regulation to the ES or to the Subsidiary Bodies' Chairperson whose responsibility it is to take appropriate action, and to cooperate with duly authorized audits and investigations. An employee who reports such a breach in good faith or who cooperates with an audit or investigation has the right to be protected against retaliation and victimization for doing so.

Relations with the Public and the Media

3.18. Employees shall at all times conduct themselves in a manner in keeping with the international nature of the Commission. 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 Commission and its aims.

3.19. Employees shall refrain from any unauthorised disclosure of information received in the line of duty, unless that information has already been made public or is accessible to the public. They shall continue to be bound by this obligation after leaving the organisation.

3.20. Employees have the right to freedom of expression, with due respect to the principles of loyalty and impartiality.

3.21. Without prejudice to Article 3.20, employees shall avoid making personal references and expressing personal views in relation to the Commission or the subject and nature of their duties; in no circumstances should they use the media to further their own interests, to discuss their own grievances, to reveal or use confidential information or attempt to influence the Commission policy decisions.

Privileges and Immunities

3.22. Employees shall enjoy the privileges and immunities to which they are entitled under the Headquarters Agreement between the Government of New Zealand and the Commission, pursuant to Article 6.3 of the Convention.

REGULATION 4

Hours of Work

4.1. The normal working day shall be eight hours, Monday through Friday, for a total of forty hours per week, inclusive of at least a half hour unpaid lunch break each day. Any individual arrangements in respect of working hours, including part-time and flexible working time arrangements, will be set out in the offer of appointment of the relevant employee.

4.2. The Executive Secretary shall establish the working hours and may, in consultation with employees, alter them for the benefit of the Commission as circumstances may require.

REGULATION 5

Classification of Staff

5.1. Employees shall be classified in either of the two following United Nations (UN) categories:

a) Professional Category

Positions of high responsibility of a managerial, professional, or scientific nature. These posts will be filled by appropriately qualified professionals, preferably with University qualifications or the equivalent. Employees in this category will be recruited internationally (including, where appropriate, from New Zealand). This category shall comprise different levels in accordance with the UN Staff categories.

b) General Services Category

Auxiliary administrative and technical positions. Clerical, secretarial and other office personnel. Such employees shall be recruited from among citizens of Members of the Commission, taking into account potential benefits that may occur from hiring staff locally. This category shall comprise different levels in accordance with the UN Staff categories.

5.2. Persons employed under Regulation 11 shall not be classified as employees for the purposes of these Regulations

REGULATION 6

Salaries and Other Remuneration

6.1. The scale of salaries for employees in the professional category shall be established in US dollars according to the corresponding scales of salaries which would apply to officials of the United Nations Secretariat employed in New Zealand for a given category and level and shall be paid in New Zealand dollars. The exchange rate used to calculate the relevant New Zealand dollar amount will be referenced against the UN Operational Rate of Exchange monthly. ~~as at 1 January, 1 April, 1 July and 1 October each year and updated on a quarterly basis accordingly.~~

6.2. Salaries or wages for employees in the general services category shall be set by the Executive Secretary and will be detailed in the offer of appointment for each employee. Such rates will, in principle, be paid in New Zealand dollars at rates equivalent to those paid in Wellington for staff of equivalent qualifications and experience.

6.3. The promotion of employees from one category and/or level to another requires the prior approval of the Commission.

Taxes and Levies

6.4. Subject to paragraph 6.5, the Commission shall levy from each employee's salary (and such other emoluments of staff members as are computed on the basis of salary), an amount for Staff Assessment. Staff Assessment rates shall be those in force in the United Nations at the time of the relevant levy.

6.5. The Executive Secretary shall make arrangements to ensure that any employee who is subject to national taxes on income is reimbursed tax paid on his or her salary. Such arrangements shall be made only on the basis that the direct costs of reimbursement are paid by the employee's home country. The Staff Assessment will not be levied in respect of employees who are subject to national taxes on income that cannot be reimbursed by the Executive Secretary.

6.6. Each employee shall have their performance assessed annually by the Executive Secretary. A summary of the performance reviews will be provided to the Commission annually. The annual performance review of the Executive Secretary shall be completed by the Chairperson on behalf of the Commission.

6.7. Employees may receive annual increments at the discretion of the Executive Secretary (or, in respect of the Executive Secretary, the Commission). There is no guarantee that any employee's salary or wages will be increased. Increments shall cease once the employee has reached the highest level in the category in which he or she is serving.

Dependants and Spouses

6.8. For the purposes of these Regulations the term "dependant" shall include only:

a) any unsalaried child, who is born of, or adopted by, an employee, his or her spouse or partner, or their children, who is below the age of ~~eighteen~~ twenty one years and who is dependent on an employee or his or her spouse or partner for main and continuing support;

b) any child fulfilling the conditions laid down in paragraph (a) above, but who is between eighteen and twenty-five years of age and is receiving school or university education or vocational training;

c) any ~~handicapped~~ child with a disability who is dependent on an employee or his or her spouse or partner for main and continuing support;

d) any other child who is below the age of twenty one ~~eighteen~~ years and who is given a home by and is dependent on an employee or his or her spouse or partner for main and continuing support;

e) any person related by blood, ~~or~~ marriage de facto relationship, or civil union for whose main and continuing support an employee or his or her spouse or partner is legally responsible.

6.9. For the purposes of these Regulations "spouse" means husband or wife and "partner" in the phrase "spouse or partner" and in related contexts, means a civil union partner or a recognised de facto partner.

Education Allowance

6.10. Subject to any alternative arrangements that may be reached with any employee (with any such arrangements being recorded in the offer of appointment), ~~internationally recruited~~ employees shall be eligible to receive an education allowance in respect of each dependent child in full-time attendance at an educational institution. However, no education allowance for a dependent child shall be paid:

a) in respect of children of New Zealand staff members;

b) for attendance at a New Zealand school;

c) for attendance at a University in New Zealand;

d) for correspondence courses or private tuition;

e) when schooling does not require regular attendance at an educational institution;

f) in respect of education expenses covered from scholarship grants or subsidies from other sources.

6.11. The education allowance shall be limited to two-thirds of proven costs up to the maximum amount applying from time to time in the United Nations Secretariat.

Overtime

6.12. Employees in the professional category are not entitled to overtime pay or time off in lieu (TOIL). The employees agree that their salaries and other benefits compensate them fully for the performance of their duties for the Commission and also for them making themselves available to perform their duties.

6.13. Employees in the general services category required to work more than 40 hours during one week will be entitled to take as TOIL the equivalent to the hours of overtime performed, provided that the hours of overtime have been approved in advance by the Executive Secretary. Any TOIL accrued must be used within six months of the date of accrual at a date to be agreed between the employee and the Executive Secretary. Failing agreement, the Executive Secretary may appoint a date upon which such leave may be taken.

REGULATION 7

Leave

7.1. Employees shall be entitled to annual leave at the rate of two and half workdays for each full month of service, pro-rated for part-time employees. Annual leave will be paid in the pay period during which the leave is taken and will be paid in accordance with the Holidays Act 2003 (NZ) or any replacement legislation. Annual leave is cumulative, but at the end of each calendar year, not more than ~~15~~ 20 ~~30~~ days may be carried over to the following year. The Executive Secretary shall inform the FAC of any unused balances over 20 days, whether such balances were paid out, or agreed to be used within a specified timeframe.[4] [~~Any unused balance above [15 days] will be forfeited by the employee.~~] Annual leave may be taken in advance of entitlement accruing at the discretion of the Executive Secretary (or the Commission in respect of the Executive Secretary). If annual leave has been taken in advance and the employee's employment terminates prior to the employee accruing sufficient leave, the employee agrees that the Commission may deduct the relevant leave payment from the employee's final salary or wage payment or, if this is not sufficient to cover the leave payment, the employee will repay the relevant amount to the Commission prior to the termination date.

7.2. 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 Commission. Leave dates shall be approved by the Executive Secretary who shall, as far as possible, bear in mind the personal circumstances, needs and preferences of employees. The Executive Secretary shall plan leave in consultation with the Chairperson.

7.3. Annual leave may be taken in one or more periods.

7.4. Any absence not approved within the terms of these Regulations shall be either unpaid or deducted from annual leave at the election of the employee. This paragraph is without prejudice to any disciplinary action which may be taken against an employee (up to and including termination of employment) in respect of any unauthorised absences.

7.5. Employees who, upon termination of their appointment, have accumulated annual leave which has not been taken shall receive the cash equivalent calculated in accordance with the Holidays Act 2003 (NZ) or any replacement legislation.

[4] It is envisaged that this situation shall occur only in unusual circumstances, it should not be a common occurrence. The Secretariat staff should have regular opportunities to use their leave balance.

Home Leave

7.6. After 18 months of service the Commission shall, in accordance with these Regulations, pay economy class airfares to the employee's home country (other than New Zealand) for ~~internationally recruited~~ employees and their spouse or partner and dependants if the employee has sufficient accrued annual leave ("home leave"). Employees will be required to take annual leave for any period of home leave.

7.7. Following this, home leave shall be granted at two-year intervals on the expectation that the employee will return to the Secretariat to continue rendering their services for a minimum additional period of 6 months. A spouse, partner or dependant who benefits from this Commission grant must have resided at Wellington for at least 6 months prior to travel.

7.8. If an employee leaves their appointment with the Commission within 6 months of returning from a period of home leave (except in cases of redundancy or termination of employment due to illness, injury or death), the employee will be required to reimburse the Commission for the amount of the airfares on a pro-rated basis (for example, if the employee leaves two months after returning from home leave the employee will be required to repay 4/6 of the airfare amount). The employee agrees that such amounts may be deducted from any sums owing to the employee on termination, including final salary and holiday pay.

7.9. The possibility of combining travel to the employee's home country on leave with official travel in Commission service may also be considered, provided the interests of the Commission are duly borne in mind.

7.10. For the purposes of these Regulations, an employee's home country is the country of their nationality. The Executive Secretary (or, in the case of the Executive Secretary, the Chairperson) may, in exceptional circumstances, authorise an employee to designate a different country as his or her home country if the employee has maintained normal residence in such other country for a prolonged period preceding his or her appointment and that employee continues to have close family and personal ties in that country.

Public Holidays

7.11. In addition to annual leave, employees shall be entitled to the holidays celebrated in Wellington as follows:

- 1 January New Year's Day
- 2 January
- Wellington Anniversary Day
- 6 February Waitangi Day
- Good Friday
- Easter Monday
- 25 April Anzac Day
- ~~Queen's~~ King's Birthday
- Matariki
- Labour Day
- 25 December Christmas Day
- 26 December Boxing Day.

7.12. Employees may, at their option, observe either Wellington Anniversary Day or select an alternative holiday at a date that enables them to observe their religion, customs and/or traditions provided that does not interfere with their duties at the Commission. This holiday must be used during the relevant calendar year and may not be carried over to the following year. Employees wishing to transfer Wellington Anniversary Day to an alternative day, must discuss this with (and have the relevant day approved by) the Executive Secretary at least two weeks prior to Wellington Anniversary Day in respect of that calendar year.

7.13. If under special circumstances employees are required to work on one of the aforementioned days set out in paragraph 7.11 (with the exception of Wellington Anniversary Day for employees observing an alternative holiday), or if any one of the above holidays falls on a Saturday or Sunday, the provisions of the Holidays Act 2003 (NZ) or any replacement legislation will be observed.

REGULATION 8

Social Security

8.1. Where an ~~internationally recruited~~ employee wishes to contribute to a recognised retirement fund, the Commission shall pay two-thirds of the total contributions to that fund, up to the maximum percentage applying from time to time in the United Nations Secretariat (UN Common System of Salaries, Allowances and Benefits booklet).

8.2. The Commission shall pay two-thirds of the proven cost of:

a) medical insurance cover for ~~internationally recruited~~ employees and their dependants ~~who are not eligible for publicly funded health services~~; and

b) life and disability insurance cover for ~~internationally recruited~~ employees,

up to the maximum percentage applying from time to time in the United Nations Secretariat (UN Common System of Salaries, Allowances and Benefits booklet).

Sick Leave

8.3. Employees (other than casual employees) will be entitled to 10 days' paid sick leave per year of service (which may be accumulated to maximum of 40 days), ~~calculated~~ paid in accordance with the Holidays Act 2003 (NZ) or any replacement legislation, (pro-rated for part-time employees) when they are absent:

a) due to the employee's illness or injury; or

b) for the purposes of caring for a spouse, partner or dependant of the employee who is ill or injured and requires the employee's care and support or who required care due to an unexpected emergency.

8.4. Employees shall not be granted paid sick leave in accordance with paragraph 8.3 above for a period of more than 3 consecutive days (whether or not they are working days) ~~and more than a total of 7 working days in any calendar year~~ without producing a medical certificate.

Parental Leave

8.5. Employees are entitled either to parental leave under the New Zealand Parental Leave and Employment Protection Act 1987, or to the parental leave provided in paragraphs 8.6 or 8.7 below at the employee's election.

8.6. After one year of continuous employment with the Commission, a ~~female~~ employee giving birth to a child who elects not to use the entitlement in paragraph 8.5 above shall be entitled to maternity leave. The employee will be entitled to ~~14~~ 16 weeks' paid leave, for ~~both~~any parent~~s~~ ~~in~~with an additional ~~to~~ 10 weeks for the parent who gave birth ~~mother~~, up to six weeks of which may be taken prior to the expected due date of the child. During this period, employees shall receive pay at a rate equal to their average pay for the last 12 months and corresponding allowances.

8.7. Paid parental leave of 8 weeks is available to employees who elect not to use the entitlement in paragraph 8.5 above and who have assumed the care of a child under six they intend to adopt.

Bereavement Leave

8.8. Employees shall be entitled to bereavement leave upon the death of a family member or relative or the end of the employee's pregnancy or the pregnancy of the employee's spouse, partner, or of a person specified in the Holidays Act 2003 due to miscarriage or stillbirth, up to a maximum of 3 days per bereavement (Reasonable travel time to and from destination will not be counted under these limits). For the purposes of this section, "family member or relative" will include the employee's spouse or partner, parent, child, brother or sister, grandparent, grandchild or spouse's or partner's parent. Employees shall also be entitled to one day's bereavement leave when the Commission otherwise accepts that the employee has suffered a bereavement.

8.9. In the event of death of an employee following illness or surgery not resulting from an accident covered by the appropriate insurance, the right to salary, allowances and other corresponding benefits shall cease on the day on which death occurs, unless the deceased leaves a spouse, partner or dependants, in which case these shall be entitled to mortality allowances and return travel and removal expenses to their home country or former residence at the expense of the Commission.

8.10. Eligibility of the spouse, partner or dependants of a deceased employee for the payment of return travel and removal expenses shall lapse if the travel is not undertaken within six months of the date of the employee's death.

Mortality Allowance

8.11. The above mortality allowance for death shall be calculated in accordance with the following scale:

Years of Service - Months of Net Base Salary Following Death

- Less than 3 years - 3 months
- 3 years and more, but less than 7 years - 4 months
- 7 years and more, but less than 9 years - 5 months
- 9 years and more - 6 months

8.12. The Commission shall pay for transfer of the employee's remains and personal effects from the place of death to the place designated by the spouse, the next of kin, or other individual(s) designated by the employee.

Rental Subsidy

8.13. ~~Internationally recruited~~Professional category employees shall be entitled to a rental subsidy consistent with the UN common system of salaries, allowances and benefits for UN duty stations as specified in the UN Common System of Salaries, Allowances and Benefits booklet (Annex III). ~~[alternative options are presented in the background paper]~~

REGULATION 9

Travel

9.1. Where official travel is identified in the Travel Plan adopted pursuant to Regulation 2 of the Financial Regulations, such official travel shall be authorised by the Executive Secretary in advance within the limits of the budget, and the itinerary and travelling conditions shall be those best suited for maximum effectiveness in the fulfilment of duties assigned. All official travel shall be conducted in accordance with any Commission travel policies and procedures in force at the time. Any unforeseen official travel not included in the Travel Plan shall be planned in consultation with the Chairperson, provided it is within the limits of the budget.

9.2. Staff may use Secretariat credit cards for pre-approved expenses while travelling or have actual and reasonable expenses refunded. Any use of Secretariat credit cards or reimbursement of travel expenses must be approved by the Executive Secretary in accordance with any travel policies or procedures in force at the time.

9.3. Further to Regulation 2.3 of the Financial Regulations, official travel should be planned well in advance to avoid incurring higher costs for airfares and other travel related costs.

9.4. Economy class shall be utilised for duty air travel, except that business class may be used for flights of nine hours or more, unless otherwise agreed by the Commission.

9.5. Subject to the above, business class may be utilised for duty land travel, but not for travel by sea or air.

9.6. On taking up an appointment in the Professional Category employees who are not ordinarily resident in Wellington shall be eligible for:

a) payment of economy class air fares (or equivalent) and travel allowance for themselves, their spouse or partner and dependants to Wellington;

b) an Installation Grant calculated on the basis of the prevailing United Nations rate;

c) payment of removal costs, including the shipment of personal effects and household goods from place of residence to Wellington, subject to a maximum volume of 30 cubic metres or one international standard shipping container; and

d) payment or reimbursement of sundry other expenses related to relocation, including insurance of goods in transit and excess baggage charges subject to the prevailing relevant United Nations rules. Such payments shall be subject to prior approval by the Executive Secretary.

9.7. Employees who, in the course of their duty, are required to use private motor vehicles for official travel purposes shall, with the prior authorisation of the Executive Secretary, be entitled to receive a reimbursement of the costs involved in line with the current New Zealand Inland Revenue mileage reimbursement rate. The costs associated with normal daily travel to and from place of work shall not be reimbursed.

REGULATION 10

Separation from Service

10.1. Employees may resign at any time upon giving three months' written notice or such lesser period as may be approved by the Executive Secretary or the Commission, as the case may require. Upon receiving the employee's resignation, the Commission may (at its election) decide to pay the employee in lieu of serving some or all of his or her notice period.

10.2. In the event of an employee resigning without giving the required notice, the Commission reserves the right to decide whether the amounts set out at paragraph 10.~~6~~8 below or any other allowance shall be paid.

10.3. Appointment of employees may be terminated upon prior written notice at least three months in advance (or payment in lieu of some or all of that notice) by the Executive Secretary when he or she deems this to be for the benefit of the Commission due to restructuring of the Secretariat or if he or she considers that the employee does not give satisfactory service, fails to comply with the duties and obligations set out in these Regulations, or is incapacitated for service. Where an employee's appointment is being terminated by reason of not having given satisfactory service, prior to any termination notice being provided, the employee will be provided with a reasonable opportunity to improve the level of service provided.

10.4. Notwithstanding paragraph 10.3, appointment of employees may be terminated summarily by the Executive Secretary if the Executive Secretary is satisfied that the employee has committed a gross dereliction of his or her duties. For the purposes of these Regulations, a gross dereliction of duties includes (but is not limited to) theft, bullying, violence in the workplace, harassment, intentional and/or serious breach of confidentiality or misappropriation of information. In the event of a separation from service due to a gross dereliction of duties, any benefits set out in paragraph 10.8~~6~~ will be at the sole discretion of the Executive Secretary.

10.5. The Commission may terminate the appointment of the Executive Secretary subject to the terms and conditions set out in his or her instrument of appointment.

10.6. In the event of separation from service with the Secretariat by reason of redundancy employees shall be compensated at a rate of one month's base pay (less any tax or staff assessment applicable) for each year of service, beginning the second year (to a maximum of six months' base pay).

~~10.6.~~10.7. On separation, the employee must return all property ~~(including all confidential information)~~ belonging to the Commission in a satisfactory ~~commission~~condition before receiving any final pay (including returning all confidential information and deleting any confidential digital information contained on employee-owned devices).

~~10.7.~~10.8. On separation from service, an employee shall, subject to paragraph 10.~~8~~9 below, be entitled to the following:

a) payment of economy class air fares (or equivalent) to the employee's home country or former residence, for the employee, the employee's spouse or partner and the employee's dependants;

b) payment of removal costs, including the shipment of personal effects and household goods from place of residence in Wellington to the employee's home country or former residence, subject to a maximum volume of 30 cubic metres or one international shipping container;

c) a repatriation allowance generally consistent with United Nations practice.

~~10.8.~~10.9. Notwithstanding any other provision of these Regulations, at the discretion of the Executive Secretary in consultation with the Commission Chairperson (or, in the case of the Executive Secretary, the Commission), the right to the repatriation expenses provided for in paragraph 10.8~~7~~ may be cancelled or reduced appropriately if:

a) less than one year has elapsed between the date of taking up the appointment and the date of separation from service;

b) the employee fails to provide the three months' advance notice as specified in paragraph 10.1;

c) the reason for separation from service was termination of employment due to gross dereliction of duty;

~~c)~~d) the employee has failed to return the Commission's property in accordance with clause 10.7;

~~d)~~e) more than six months has elapsed between the employee's separation from service and his or her return to his or her home country or former residence;

~~e)~~f) less than six months has elapsed since the employee last visited his or her home country or former residence on home leave at the expense of the Commission; or

~~f)~~g) the employee has applied for or received status as a permanent resident of New Zealand.

~~10.9.~~10.10. The separation payments in this Regulation (together with salary and entitlements to the termination date and annual leave payments owing) will constitute all benefits and entitlements that the employee is entitled to receive under these Regulations in respect of the separation from service.

REGULATION 11

Temporary Personnel under Contract

11.1. The Executive Secretary may contract temporary personnel necessary to discharge special duties in the service of the Commission. Such personnel shall be classified as additional help and may be paid on an hourly basis.

11.2. Persons in this category may include translators, interpreters, typists, and other persons contracted for meetings, as well as those whom the Executive Secretary contracts for a specific task. Whenever possible, persons resident in New Zealand shall be utilised in such cases.

REGULATION 12

Health and Safety

12.1. The Commission is committed to maintaining a safe and healthy working environment and will take reasonably practicable steps to ensure the safety of employees and other individuals affected by its work.

12.2. Each employee agrees to take all reasonably practicable steps to ensure:

a) their own safety while at work; and

b) that no action, or inaction of the employee while at work causes harm to any other person.

12.3. Each employee agrees to abide by all reasonable instructions and all policies of the Commission regarding health and safety, whether written or oral. This includes providing any relevant health information which the Commission may be required to provide to its insurers.

12.4. Each employee agrees to notify the Executive Secretary as soon as practicable, of anything in the workplace that may endanger the health and safety of the employee or any other person. Each employee agrees to notify the Executive Secretary as soon as possible of any accident, incident or near miss which occurs in the course of the employee's work for the Commission.

REGULATION 13

Application and Amendment of Regulations

13.1. Any doubts or disputes arising from application or interpretation of these Regulations shall be resolved by the Executive Secretary in consultation with the Members of the Commission. In making any decision as to the application or interpretation of the Regulations, the Executive Secretary will take account of the application or interpretation proposed by any relevant employee. However, any decision made by the Executive Secretary in respect of the application or interpretation of these Regulations having consulted with the above parties, will be final.

13.2. Situations involving the Executive Secretary shall be resolved by the Chairperson in consultation with Members of the Commission.

13.3. All matters not foreseen in these Regulations that materially affect the operation of the Secretariat or the working conditions of the employees shall be brought to the attention of the Commission by the Executive Secretary.

13.4. Subject to the provisions of the Convention, these Regulations may be amended by the Commission in accordance with its Rules of Procedure.

ANNEX 1

SPRFMO Staff Association and Staff Representative

1. Staff Association (SA) and Election of Staff Representative (SR)

1.1. All SPRFMO employees[5] on permanent or at least one-year contract excluding the Executive Secretary (ES) may form a Staff Association (SA) and shall have the right to vote at the SA meetings. The SA guides and mandates the Staff Representative (SR) to take specific actions or present particular viewpoints to the ES.

1.2. Decisions are valid only if all members participate at the meeting. A decision should be reached by consensus; if that is not possible, decisions shall be accepted by a simple majority. Decisions can be taken by a show of hands unless requested otherwise by at least one staff member.

1.3. The SA elects the SR by secret ballot and by simple majority[6] for a term of 2 years starting January (if a SR is elected after January, his/her term still ends with the calendar year). Each staff member is eligible for the role and can be re-elected without restrictions. The SR can be voted out of office by simple majority at any time. If the SR resigns, a meeting shall be called within a month to elect a new SR.

1.4. The SR can call a Staff Meeting on his/her initiative. In addition, an extraordinary SA Meeting can be called upon request of at least half the SA members with an agenda circulated at least 3 working days before the meeting.

2. Mandate of the Staff Representative (SR)

2.1. It is the role of the SR to ensure that staff interests are adequately presented in relevant decision-making processes. The SR has the role of contributing to management transparency by informing staff in a timely fashion of important developments and decisions.

2.2. Confidential and personal information cannot be disclosed without consent in writing of the individual(s) concerned. If in need of guidance, the SR can call a SA meeting. In the case of a conflict within the Secretariat that cannot be solved internally, the SR can call upon the FAC.

3. Rights of the Staff Representative (SR)

3.1. To fulfil his/her duties the SR has a number of rights, namely;

a) Be informed about all issues (facts, events, plans, etc) regarding personnel matters and work situation in a timely and comprehensive fashion, limited to appropriate circumstances that may give rise to a conflict.

b) Advise the ES on staff preferences regarding work time regulations, work safety and health issues, review of Staff Rules, and other staff-related matters.

c) Participate in the FAC meetings when personnel matters and work situations are discussed.

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5 Regulation 3.1 SPRFMO Staff Regulations.

6 If no candidate secures the required number of votes, then the candidate receiving the lowest number of votes shall be eliminated and voting shall be continued until a candidate is elected

d) Be partially released from ordinary work duties in order to fulfil their duties relevant to his/her function (point in time and amount of time granted to be agreed upon by ES and SA but not to exceed 5% of annual work time).

e) Be protected from reprimand/dismissal on the grounds of his/her activities in this function provided that the activities are not in violation of these Regulations and/or the Standards of Conduct for International Civil Service.

ANNEX 2

SPRFMO Conflict Resolution Procedures

1. Introduction

1.1. The purpose of the SPRFMO Conflict Resolution Procedures is to inform employees about the processes to follow to resolve a potential conflict situation that may arise in the workplace.

1.2. The SPRFMO Conflict Resolution Procedures focuses on the conflict framework rather than being prescriptive on tailor-made resolutions for each potential conflict situation.

1.3. The flowchart below illustrates the conflict resolution procedures based on the relationship between the relevant parties and the solution mechanisms to manage and finally resolving a given potential conflict.

2. General Description

2.1. Informal resolution: Preventing conflict escalation by managing and resolving conflicts in the workplace quickly and constructively. Employees who are involved in conflict situations are encouraged first to seek an informal resolution[7].

2.2. Formal resolution: Mediation is where an independent person helps resolve an employment relationship problem in a semi-formal and confidential environment. In the case mediation is needed the employees may voluntarily agree on using the Employment Mediation Services of the Ministry of Business, Innovation & Employment (MBIE) of New Zealand or by mutual arrangement, another mediator[8].

2.3. The Executive Secretary (ES) ensures the effective functioning of the Secretariat (Art. 14 SPRFMO Convention). The ES supports staff at all levels in preventing, managing and resolving Secretariat conflicts.

2.4. The Staff Association (SA) and the Staff Representative (SR) mandates and rights are fully described in Annex 1.

2.5. The FAC functions are provided in Art 13 of the SPRFMO Convention particularly regarding matters "*relating to the Executive Secretary and the staff of the Secretariat*".

2.6. The Commission Chairperson as per Regulation 13.2 resolves situations involving the ES in consultation with Members of the Commission.

2.7. The Commission supervises "*the organisational, administrative, financial and other internal affairs of the Organisation, including the relations among constituent bodies*" in accordance with Art 8 (l) of the SPRFMO Convention.

7 such as informal discussions with the colleague concerned, if appropriate.

8 https://www.employment.govt.nz/resolving-problems/steps-to-resolve/mediation/

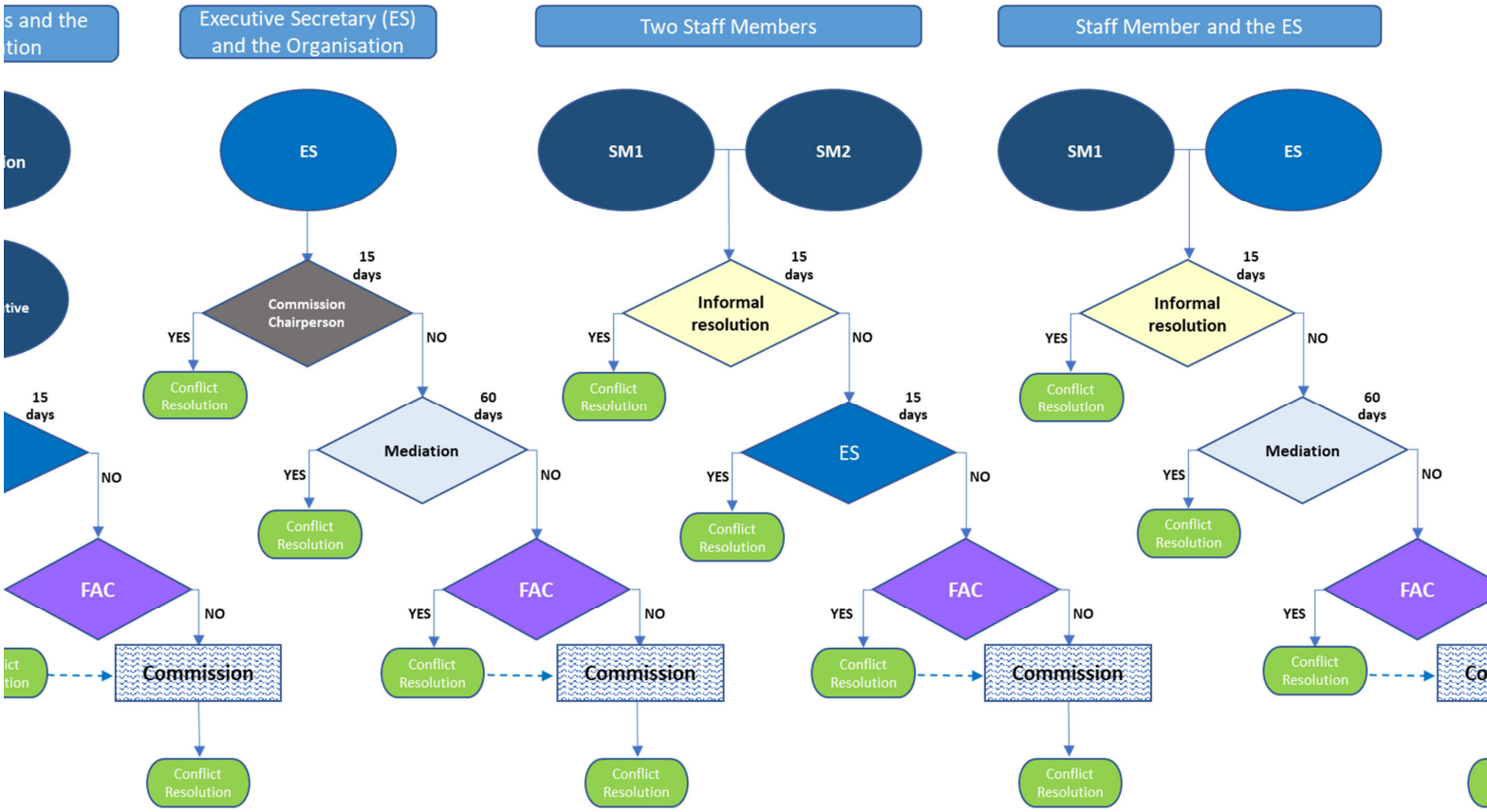
3. Timing in Conflict Resolution

3.1. With the objective of expediting the conflict resolution, a maximum of 15 days would be allocated to informal resolution, for the Chairperson and the ES to resolve a potential conflict. Formal resolutions will be limited to 60 days if the conflict resolution involves a mediator.

4. Prevention and Training

4.1. Proper training can assist all employees in preventing and solving conflicts in the workplace. SPRFMO therefore encourages the Secretariat to develop the ability of staff members to work effectively in a multicultural environment by building essential skills in communication, problem-solving, collaborative negotiation, teamwork, and mediation.

Conflict Resolution Procedures



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