

STAFF REGULATIONS & STAFF POLICIES AND PROCEDURES MANUAL

Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security

CHINA

MYANMAR (BURMA)

> Coral Sea

STAFF REGULATIONS & STAFF POLICIES AND PROCEDURES MANUAL

Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security Staff Regulations & Staff Policies and Procedures Manual Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security

Staff Regulations:

Established during the 3rd CTI-CFF Ministerial Meeting, 28 October 2011 Amended at the 7th CTI-CFF Ministerial Meeting, 14 December 2018 Amended at the 8th CTI-CFF Ministerial Meeting, 29 November 2022

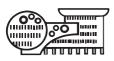
Staff Policies and Procedures Manual:

Established during the 8th CTI-CFF Ministerial Meeting, 29 November 2022

@2023 CTI-CFF Regional Secretariat



Content in this publication is licensed under a Creative Commons Attribution 4.0 International (CC BY 4.0), http://creativecommons.org/licenses/by/4.0/



CTI-CFF Regional Secretariat JI. A.A. Maramis Kayuwatu, Kairagi II Manado, North Sulawesi 95254 Indonesia

T: +62-431-7241927/ 7242026 E: regional.secretariat@cticff.org

coraltriangleinitiative.org

Foreword

Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF) is a multilateral partnership of six countries – Indonesia, Malaysia, Papua New Guinea, Philippines, Solomon Islands and Timor-Leste – to safeguard the Coral Triangle region over the concern of increasing level of degradation of the marine and coastal ecosystems.

The partnership aims to address the threats through collaborative and concerted eforts, taking into consideration multi-stakeholder participation. At the global scale, the partnership's goal is to contribute to the achievement of the UN Sustainable Development Goals (SDGs) and the Aichi Biodiversity Target as agreed in the UN Convention on Biological Diversity (CBD), as well as in the UN Framework Convention on Climate Change (FCCC), to sustain life on earth.

The 8th CTI-CFF Ministerial Meeting held on 29 November 2022 has approved and endorsed on the amendments made to the Staff Regulations and the Staff Policies and Procedures Manual for effective functioning of the Regional Secretariat in line with the current and future development.

The amended Staff Regulation and the Staff Policies and Procedures Manual, adopted new definitions of staff and dependent, working agreement, overtime and leave, as well as on allowance. 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 Staff Regulations and Staff Policies and Procedures Manual with the hope that they can provide better guidance to all staffs, member countries, partners and stakeholders on governing and functions of the CTI-CFF Regional Secretariat.

Dr. Mohd. Kushairi Mohd. Rajuddin Executive Director CTI-CFF Regional Secretariat



Contents

STAFF REGULATIONS

Regulation 1. Scope	1
Regulation 2. Applicability	1
Regulation 3. Definitions	1
Regulation 4. Executive Director	2
Regulation 5. Deputy Executive Directors	4
Regulation 6. Professional and Support Staff	4
Regulation 7. Recruitment Policy for the Executive Director and Deputy Executive Directors	5
Regulation 8. Recruitment Policy of Professional and Support Staff	6
Regulation 9. Health Certificates	8
Regulation 10. General Responsibilities of Staff	8
Regulation 11. Hours of Work	9
Regulation 12. Overtime	9
Regulation 13. Termination of the Working Agreement	10
Regulation 14. Entitlements for First Reporting of Duty, Relocation	
and Termination	11
Regulation 15. Death of Staff	12
Regulation 16. Annual Leave	13
Regulation 17. Special Leave	13
Regulation 18. Sick Leave and Maternity Leave	13
Regulation 19. Determination and Currency of Payment	14
Regulation 20. Salaries	15
Regulation 21. Higher and Extra Duties Allowances	16
Regulation 22. Representational Allowance	16
Regulation 23. Professional Staff and Expatriate Allowances	16
Regulation 24. Offences	17
Regulation 25. Staff Committee	18
Regulation 26. Dispute Settlement and Appeal Procedures	18

STAFF POLICIES AND PROCEDURES MANUAL

CHAPTER 1 GENERAL PROVISIONS	23
Article 1. Definitions	23
Article 2. Purposes	25
Article 3	26

SCOPE	26
CHAPTER 2 CODES OF CONDUCT	27
CHAPTER 3 RIGHTS AND OBLIGATIONS OF BOTH PARTIE	ES 28
Article 4. Rights of the Secretariat	28
Article 5. Obligations of the Secretariat	28
Article 6. The Rights of Staff	29
Article 7. Obligations of Staff	29
CHAPTER 4 WORK RELATIONS AND TRAVEL	31
Article 8. Planning and Recruitment	31
Article 9. Recruitment of Executive Director and	
Deputy Executive Directors	32
Article 10. Recruitment of Professional and Support Staff Article 11. Health Certificate	34
	35
Article 12. Work Based on Specific Outcome and Time Period Article 13. Staff Assignment	35 35
Article 14. Working Location	35
Article 15. Officer In Charge	37
Article 16. Travel Authorization	38
Article 17. Travel Allowance	38
Article 18. Promotion	41
CHAPTER 5 WORKING HOURS	42
Article 19. Office Day and Office Hour	42
Article 20. Overtime	42
CHAPTER 6 LEAVE, REST, PERMISSION	44
Article 21. General Provisions	44
Article 22. Annual Leave	44
Article 23. Menstrual, Maternity, and Miscarriage Leave	45
Article 24. Paternity Leave Article 25. Sick Leave	45 46
Article 25. Sick Leave Article 26. Leave With Pay	46
Article 20. Leave with Tay Article 27. Absence	40
	47
CHAPTER 7 PROTECTION	48
Article 28. Health and Safety	48

CHAPTER 8	SALARIES	49
Article 29.	Payment of Salaries	49
Article 30.	Salary Payment DUring Illness	50

CHAPTER 9 STAFF BENEFITS AND WELFARE	51
Article 31. Religious Holiday Allowance	51
Article 32. Social Security	51
Article 32. Death of Staff Allowance	52
Article 34. Insurance	52
Article 35. Moving and Repatriation Allowance	53
Article 36. Worship Facility	54
Article 37. Training and Capacity Development	54
Autore 57. Huming and capacity Development	51
CHAPTER 10 PERFORMANCE APPRAISAL	55
Article 38. Performance Appraisal	55
CHAPTER 11 WORK ORDER	56
Article 39. Offenses	56
Article 40. Restrictions	57
Article 41. Disciplinary Actiones	58
Article 42. Types of Disciplinary Actions for Violations	59
Article 43. Sanction Subject to Termination of Employment	61
CHAPTER 12 TERMINATION OF WORKING AGREEMENT	63
Article 44. Valid Reasons for Non-Termination	63
Article 45. Resigning	63
Article 46. Handover of Work and Equipment	64
Article 47. Termination of Employment Compensation	64
Aucle 47. Termination of Employment Compensation	04
CHAPTER 13 COMPLAINTS AND GRIEVANCES	65
Article 48. Complaints	65
Article 49. Settlement Procedures for Complaints	65
CHAPTER 14 CLOSING	66
Article 50. Validity Period of the Staff Policies and Procedures Manual	66
Article 51. Amendment of the Staff Policies and Procedures Manual	66
Article 52. Recommencement of the Staff Policies and	
Procedures Manual	67
Article 53. Final Provisions	67



ե

Ъ

C

STAFF REGULATIONS & STAFF POLICIES AND PROCEDURES MANUAL

Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security Regional Secretariat

Summary of Amendments to the Staff Regulations

Staff Regulations for Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security:

Established during the 3rd CTI-CFF Ministerial Meeting, 28 October 2011 Amended at the 7th CTI-CFF Ministerial Meeting, 14 December 2018 Amended at the 8th CTI-CFF Ministerial Meeting, 29 November 2022

As endorsed in the Chair of Senior Officials' Summary Report of the 17th Senior Officials Meeting:

Session 5: Internal Resource Committee

5.13 Acknowledged and accepted the alignment of the Staff Regulations and Financial Policies and Procedure Manual (FPPM) by the Regional Secretariat to the SOM-16 approved Staff Policies and Procedure Manual (SPPM) (Annex 5.7) with the amendments captured in 5.14;

5.14 Acknowledged and accepted the amendments made under the Staff Regulations including Regulation 3 on Definition, Regulation 12 on Overtime, Regulation 14 on Entitlements for First Reporting of Duty, Relocation and Termination, Regulation 18 on Sick Leave and Maternity Leave, and the amendment under FPPM including Appendix 11.1 on Per Diem Allowance.

AMENDMENTS CONSIDERED NECESSARY IN THE LIGHT OF DECISIONS TAKEN BY THE CHAIR OF SENIOR OFFICIALS AT THE SIXTEENTH SENIOR OFFICIALS' MEETING ON THE BASIS OF RECOMMENDATIONS BY INTERNAL RESOURCE WORKING GROUP:

Regulation 2: Applicability

Revised sentence to emphasize the role of prevailing laws of the Host Country.

Regulation 3: Definition

Revised definition of 'Staff' to differentiate staff holding Working Agreement regardless of their nationality, and person engage holding short-term service contract.

Clearer definition of 'Working Agreement' and what it entails to.

Revised definition of 'Dependent' to include child between 18 and 25 years of age

Regulation 5: Deputy Executive Directors

Transfer the responsibility of managing public relations, outreach and marketing from the Deputy Executive Director of Program Services to the Deputy Executive Directors of Corporate Services.

Regulation 8: Recruitment Policy of Professional and Support Staff Inclusion of probation period in the period of employment.

Regulation 12: Overtime

A change in the rates of pay for overtime and the calculation of overtime payment (hourly = $1/173 \times a$ month salary) with increment by the length of working hour during overtime.

Regulation 13: Termination of Working Agreement

The regulation for termination upon unsatisfactory performance applies to all Staff regardless of nationality.

<u>Regulation 14: Entitlement for First Reporting of Duty, Relocation and Termination</u> Detailed air travel entitlement for Staff's travel on duty, relocation and termination of working agreement.

Regulation 18: Sick Leave and Maternity Leave

Detailed the rights of staff for salary during illness according to duration of sickness and incapacity of the staff, and termination of staff employment after consecutive twelve (12) months of absence.

Regulation 20: Salaries

The regulation applies to all Staff regardless of period of working agreement.

<u>Regulation 23: Professional Staff and Expatriate Allowances</u> Revised the amount of allowance upon completion of a contract.

---000----



STAFF REGULATIONS

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. The prevailing laws of the Host Country shall prevail on matters which have not been regulated in any CTI-CFF Regulations.
- 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. 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);

"Working Agreement" means a written contract between the Secretariat and Staff, which includes work requirements, rights and obligations, both for the Secretariat and Staff and having an expiration date specified in the Working Agreement unless an agreement for a permanent working relationship as per the CTI-CFF Staff Regulations.

"Dependent" means:

- i. Any child of a Staff or his or her spouse who is (1) below eighteen (18) years old and a dependent of the Staff or her or his spouse for their main and continuing support; and/or (2) between eighteen (18) and twenty-five (25) years of age, and is attending school or university or vocational training;
- ii. Any other child, regardless of age, 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, regardless of age, 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" are the Executive Director, Deputy Executive Directors, Professional and Support Staff holding a Working Agreement with the Secretariat, regardless of their nationality. Persons engaged for specific tasks and/or deliverables under short-term service 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. Manage public relations, outreach and marketing;
 - vii. Information technology and communication management, including maintenance of archives, databases and website;
 - viii. Infrastructure maintenance;
 - ix. Support to working groups; and
 - x. 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. Facilitate mobilization of resources;
 - iv. Coordinate monitoring and evaluation of CTI-CFF programs;
 - v. Coordinate capacity development activities in support of CTI-CFF programs and goals; and
 - vi. 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. 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 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. 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.

- 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 of employment including probation period;
 - 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. 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.
- 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. Overtime

The calculation of overtime payment (hourly = 1/173 x a month salary).

1. If overtime is carried out during an office day:

For the first hour of overtime, the payment is 1.5 times of an hour salary. For the following hour to maximum of 4 hours, the payment is two (2) times the hourly salary.

2. Overtime carried out during weekends (Saturday and Sunday) and/or during official holidays not exceeding 8 hours, the payment is two (2) times of hourly salary.

Regulation 13. 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 3-month probationary period 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 applies to all the Staff of the Regional Secretariat over their working period only..
- 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.

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. 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. Air travel entitlement for Staff is divided into following domestic and international routes:

Level	Domestic Travel	International Travel
ED	Business Class	Business Class
DED	Economy Class	Economy Class
Staff	Economy Class	Economy Class
Others	Economy Class	Economy Class

- 3. The reasonable cost of packing, insuring, shipping and transporting furniture, household and personal effects shall be paid as follows:
 - a. 20m in respect of the Staff, 10m in respect of a dependent spouse and 5m 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.
- 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. 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.
- 1. 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. 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.

- 2.1 Staff who works less than 3 years and who is ill (as proven by physician's statement) is entitled to 3 months full paid and 3 months half paid.
- Staff who works over 3 years, in continuous service and does not work due to illness for over twelve (12) months consecutively, is entitled for the next six (6) months full paid and the second six (6) months half paid. This is applicable to all staff despite their nationalities.
- 2.3 If the Staff who does not work due to illness for over twelve (12) months consecutively, the Secretariat may terminate the Staff employment at the thirteenth (13th) month.
- 2.4 If the foreign staff is in grave health condition (as proven by physician's statement), the Secretariat shall cover the repatriation of the said staff.
- 2.5 This article has been agreed by CT6 considering that RS is an international organization. Complying the rules and regulation of the host country if such article is absent.
- 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.
- 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. 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. The amount of the Separation compensation for Staff upon ending Working Agreement is determined as follows:
 - (a). Work period under three (3) years: one (1) month latest salary;
 - (b). Work period of three (3) yeaers or more but less than six (6) years: one and a half (1.5) months of latest salary;
 - (c). Work period of six (6) years or more but less than nine (9) years: two (2) months of latest salary;
 - (d). Work period of nine (9) years or more: three (3) months latest salary.

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. 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.

____***____



STAFF POLICIES AND PROCEDURES MANUAL

b

٦

STAFF REGULATIONS & STAFF POLICIES AND PROCEDURES MANUAL

Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security Regional Secretariat



STAFF POLICIES AND PROCEDURES MANUAL

CHAPTER 1 GENERAL PROVISIONS

Article 1. Definitions

All definitions stated in this Article are aligned with the definitions stated in the CTI-CFF Staff Regulations and the Agreement of the Establishment of the Regional Secretariat of the CTI-CFF.

- 1. **"Secretariat"** is the CTI-CFF Regional Secretariat, hereinafter shall be referred to as Secretariat, established based on the Agreement on the Establishment of the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security, along with its supporting regulations, on having address at Jl. AA Maramis Kayuwatu, Kairagi II, Manado, North Sulawesi, 95254, Indonesia.
- 2. "Appointment Committee" is the committee that selects and recruits the Executive Director and Deputy Executive Directors, according to the procedure established under CTI-CFF Staff Regulations.
- 3. **"Executive Director"** is chief administrative officer of the Secretariat as per the Establishment Agreement, who is given the power to conduct/carry out operations for and on behalf of the Secretariat.
- 4. **"Staff"** are the Executive Director, Deputy Executive Directors, Professional and Support Staff holding a Working Agreement with the Secretariat, regardless of their nationality. Persons engaged for specific tasks and/or deliverables under short-term service contract shall not be considered as Staff.
- 5. **"Professional Staff"** means Staff whose primary responsibilities require the exercise of judgement and discretion in policy related matters as defined in the CTI-CFF Staff Regulations.
- 6. **"Support Staff"** means Staff with administrative and technical functions within the Secretariat as defined in the CTI-CFF Staff Regulations.

- 7. **"Working Agreement"** means a written contract between the Secretariat and Staff, which includes work requirements, rights and obligations, both for the Secretariat and Staff and having an expiration date specified in the Working Agreement unless an agreement for a permanent working relationship as per the CTI-CFF Staff Regulations.
- 8. "Staff's Immediate Family" is the a. legal spouse, b. biological, legally adopted or step children and c. parents and/or including step-parents who are the Staff's dependents and officially registered administratively in the Secretariat.
- 9. "Dependent" means
 - Any child of a Staff or his or her spouse who is (i) below eighteen (18) years old and is dependent on a Staff or her or his spouse for their main and continuing support; and/or (ii) between eighteen (18) and twenty-five (25) years of age, and is attending school or university or vocational training;
 - Any other child, regardless of age, who is mentally or physically impaired and is dependent on a Staff or her or his spouse for their main and continuing support;
 - Any other child, regardless of age, who is given a home by, and is dependent on, a Staff or her or his spouse for their main and continuing support; and
 - Any person related by blood or marriage for whose main and continuing support a Staff or her or his spouse is legally responsible
- 10. "Heir or Beneficiary" is a family member (wife/husband/child) or someone appointed by Staff in case he/she passes away, to receive all of the Staff's assets. If no heir or beneficiary has been appointed, the heir or beneficiary shall be provided pursuant to prevailing laws and regulations of Staff's nationality.
- 11. **"Working Period"** is the consecutive working time since the Staff is accepted to work at the Secretariat, based on working requirements set forth by the Secretariat, until the Work Termination.
- 12. **"Work Termination"** is the termination of working relationship due to causes as stipulated in this Staff Policies and Procedures Manual and the prevailing laws and regulations of host country, either by the Secretariat, or the Staff's own free will.
- 13. **"Working Hour"** is 8 (eight) hours a day and 40 (forty) hours a week for 5 (five) working days, set forth by the Secretariat, in which Staff must be at the workplace and carry out their work on working days. Lunch break is not calculated as working hour.

- 14. **"Overtime"** is carrying out work exceeding the Working Hour or work conducted on weekends, holidays, or during annual leaves.
- 15. **"Salary"** is the right of the Staff that is received and expressed in the form of money as remuneration from the Secretariat to Staff, in which the amount is determined and paid according to a Working Agreement, consensus, or laws and regulations.
- 16. **"Staff Welfare"** is a fulfillment of overall well-being and/or necessities either within or outside of employment relationships that may directly or indirectly enhance work productivity in a working environment that is safe and healthy.
- 17. "Secretariat's Confidential Information" is all Secretariat's data, including information, remarks, and other important documents related to the implementation of work, obligation, and responsibility received by Staff from the Secretariat.
- 18. "Suspension" is an order to temporarily stop working because the Staff committed violation of prevailing Staff Policies and Procedures Manual of the Secretariat, CTI-CFF Rules and Regulations, both/either as a sanction, and/or in the process of full termination of employment.
- 19. "Direct Supervisor" is a Staff, in which due to his/her function and position, carries out direct supervision, mentoring, and assignment to Staff in their respective division and as stipulated in the position duties/terms of reference.
- 20. "Separation Payment" is the compensation money given by Secretariat to Staff as a result of resignation.
- 21. **"Expatriate"** is a foreign Staff with proper permit and visa to enter and work in Indonesia's territory.

Article 2. Purposes

- 1. Providing certainty on working requirements, pursuant to prevailing CTI-CFF Staff Regulations.
- 2. Creating and developing a healthy and harmonious working relationship that can improve productivity, thereby increasing the welfare of Staff and their families.
- 3. Emphasizing and clarifying the Rights and Obligations of both the Secretariat and Staff.

- 4. Ensuring that workplace rules, ethical conducts and mutual interests are maintained.
- 5. Providing guidance to regulate procedures of resolving complaints and disagreement in relations between the Secretariat and Staff.

Article 3

This Policy and Procedures Manual applies to all Staff of the Secretariat:

- 1. This Policy and Procedures Manual has been issued by the CTI Council of Ministers under Regulation 2 of the Staff Regulations. It outlines the duties, obligations, terms and conditions of all staff employed at CTI-CFF Regional Secretariat. Where referenced either in this manual or in contracts, these requirements also extend to non-staff personnel, contractors and implementing partners. A separate agreement will be signed with the non-staff personnel, contractors and implementing partners to bind the relevant obligations, terms and conditions of this Policy and Procedures Manual .
- 2. These policies provide more detail than the Staff Regulations, but they should be read in conjunction with those and any other administrative instructions from the CTI Council of Ministers, Committee of Senior Officials and the Executive Director.
- 3. The Committee of Senior Officials may amend, guide or supplement these policies from time to time without prejudice to existing rights and privileges, in accordance with Rule 24 of the Agreement of The Establishment of the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security.
- 4. The Executive Director may issue guidelines or procedures to support the implementation and interpretation of this Policy and Procedures Manual.

SCOPE

- 1. Staff Policies and Procedures Manual of the Secretariat provides basic and general issues included therein without reducing the rights of the Secretariat and Staff, as long as they do not contradict Indonesia' s prevailing laws and regulations as well as the international law.
- 2. The Secretariat and Staff are aware that in the case that the implementation of

Articles in this Staff Policies and Procedures Manual is no longer appropriate to the current situation and condition, these Articles need to be amended as necessary. Other issues that have not been described in detail in this Staff Policies and Procedures Manual shall be provided and established through a more detailed technical guideline, in consideration of Indonesia' s prevailing laws and regulations as well as the international law.

CHAPTER 2 CODES OF CONDUCT

The staff and non-personnel shall observe the following **CODES OF CONDUCT** which are generally to:

- a. undertake their duties with care and diligence;
- b. behave honestly and with integrity;
- c. treat all people with dignity and respect, valuing diversity and respecting local and regional culture, customs and practices;
- d. deal fairly with all colleagues, RS stakeholders, member country representatives, development partners, and local communities;
- e. behave in a way that takes into account the impact on the broader community and the environment in both the short and long term;
- f. use RS's systems and resources appropriately and for purposes;
- g. respect and abide by the local laws; and
- h. not improperly use their position with CTI-CFF Regional Secretariat to further their own personal interests or help others to do so.

CHAPTER 3 RIGHTS AND OBLIGATIONS OF BOTH PARTIES

Article 4. Rights of the Secretariat

- 1. The Secretariat is fully entitled to appoint, assign, promote, demote, and transfer Staff, except for Executive Director and Deputy Executive Directors, in accordance with the interest of the Secretariat, by considering and paying attention to provisions of prevailing Staff Regulations and other Secretariat regulations.
- 2. The Executive Director, in consultation with the Chair of CTI CSO, has the right to lead, establish, take, and implement policies deemed necessary for the smooth operations of the Secretariat, without compromising the Staff's rights.
- 3. The Secretariat has the right to expect high standard and quality work output from each Staff accordingly to the work performance standards implemented by the Secretariat. The Secretariat has the right to grant advancement or sanction, either through verbal advice or warning, Written Warning, Temporary Relief of Duty, Suspension, or Termination, pursuant to prevailing Staff Regulations.
- 4. The Secretariat has the right to all intellectual property rights produced, prepared, and collected by Staff in their working collaborations and within the scope of their work, therefore the Secretariat has the right to make copies, develop, copy, and distribute some or all parts of these intellectual property rights unless otherwise specified in the agreement.

Article 5. Obligations of the Secretariat

- 1. The Secretariat shall provide salary and other Staff's rights for their welfare, according to the Working Agreement and Indonesia' s prevailing laws and regulations as well as the international law.
- 2. The Secretariat shall create and maintain atmosphere and work environment that upholds highest standard of conduct, respects the dignity, worth and equality of all staff without any distinction, ensures that office management and the leadership shall not allow any abuse of authority or position and rude, offensive,

humiliating and intimidating behaviors towards staff and other related parties of the Secretariat.

- 3. The Secretariat shall provide sufficient opportunity to Staff to carry out their religious practices.
- 4. The Secretariat shall consider the Staff's suggestions as expressed during internal meetings and monthly reports to improve the Secretariat and its operations.
- 5. The Secretariat shall reasonably support Staff's efforts to develop their professional capacity, skills, knowledge, and practice in order for them to optimize their contribution to the Secretariat.
- 6. Other rights and obligations of the Secretariat shall be provided in subsequent Articles of this Staff Policies and Procedures Manual.

Article 6. The Rights of Staff

- 1. The Staff have the right to a proper salary as remuneration for the work that has been done or will do for the Secretariat.
- 2. The Staff have the right to be equally treated regardless of race, color, gender, sex, mother tongue, religion and belief, or citizenship, ethnicity and social background.
- 3. The Staff have the right to submit proposals and suggestions to create a better work environment, support the continuity and sustainability of the Secretariat, and improve Staff welfare.

Article 7. Obligations of Staff

- 1. Staff of the Secretariat, as international civil servants, shall pledge themselves to discharge their duties faithfully and to conduct themselves in accordance with the interests of the CTI-CFF and the Secretariat.
- 2. Staff shall be responsible to the Executive Director and serve the interest of the CTI-CFF and the Secretariat.
- 3. Staff shall at all times conduct themselves in accordance with a manner in keeping with the internationally accepted norms. They shall at all times

always bear in mind the loyalty and tact imposed on them according to their responsibilities in the performance of their duties, as well as avoid all actions, statements or public activities which may be detrimental to the Secretariat and its aims.

- 4. Staff shall at all times observes non-partisanship and neutrality in terms of their allegiance to their country, act and behave neutrally (in not aligning themselves to their country, its politics, religion, and race).
- 5. In the performance of their duties, Staff shall not seek nor accept instructions from any government or authority other than as required in the course of their employment with the Secretariat.
- 6. Staff shall not use information for personal purposes. The authorization for the release of information for official purposes shall rest with the Executive Director, or his/her nominee.
- 7. Staff, in general, shall not have any employment other than with the Secretariat. In special cases, Staff may accept other employment, provided that it does not interfere with their duties in the Secretariat, and that it has received prior written approval from the Executive Director. For the Executive Director, the primary written authorization to accept other employment comes from the CTI COM.
- 8. Staff shall not work in businesses, industries, or other enterprises which create conflict of interest.
- 9. Ownership of non-controlling stock at a company shall not be considered to constitute a conflict of interest within the definition of verse (7) of this Staff Policies and Procedures Manual.
- 10. Any Staff shall not become a candidate for a public position with a political character to avoid any conflict of interest.
- 11. Policies and Procedures Manual and all rules and other policies issued by the Secretariat, as long as they do not contradict the prevailing CTI CFF Staff Regulations.
- 12. Staff shall provide accurate and complete information to the Secretariat regarding their work.
- 13. Staff shall uphold the highest standard of conduct, respect each other dignity, worth and equality without any distinction, strive for a harmonious workplace based on mutual respect, and must not abuse their authority or use their power or position in a manner that is rude, offensive, humiliating, or intimidating to another staff or any party involved in the operations of the Secretariat.

- 14. Staff to demonstrate mutual respect for local cultures and customs, including those that they travel to.
- 15. Staff is obliged to report to the Deputy Executive Director for Corporate Services for violations of discipline, behavior that commits abuse, abusive behavior, humiliation, harassment and acts of violence that occur in the work environment.
- 16. Staff shall keep all information obtained in particular which is confidential, within the Secretariat.
- 17. Staff must examine and/or safeguard the items, assets, and equipment belonging to the Secretariat used or entrusted to them.
- 18. The rights and obligations of Staff shall be provided in more details in subsequent Articles of this Staff Policies and Procedures Manual.

CHAPTER 4 WORK RELATIONS AND TRAVEL

Article 8. Planning and Recruitment

- 1. The planning and recruitment process for the Executive Director, Deputy Executive Directors and Staff shall be conducted according to procedure and other provisions set forth in CTI- CFF Staff Regulations.
- 2. The Executive Director has full authority to plan Professional Staff's and Support Staff's position and rank, according to the needs within the Secretariat, organizational structure agreed by the CTI CSO, and the fund availability of the Secretariat.
- 3. The Executive Director shall decide the standard of qualification and job description for each position within the Secretariat, subject to consideration. Due regard shall be considered in the recruitment of Staff on an equitable basis between the party with a view to ensuring a broad-based Secretariat.
- 4. The Secretariat shall publish each vacancy openly to the general public, to create and maintain qualified candidates list, and ensure transparent recruitment

process, at minimum through the Secretariat's website and social media, and by notifying the CT6 via NCCs.

5. The Executive Director may establish a Selection Committee to conduct the recruitment process based on valid mechanism and regulations of the Secretariat. The Executive Director will approve a selection committee to have responsibility for recruitment of each position advertised. For high-level management positions, the selection committee members shall be at manager or higher level positions. The selection committee will have a minimum of three (3) Members from amongst the Staff Member of the Secretariat and will, as much as possible, include male and female representatives from across the Parties. It may include the Executive Director.

Article 9. Recruitment of 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 verse 1 of this Article 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 verse (3) above shall, have a representation of all CT6 Countries. The Appointment Committee shall, include male and female representatives from across the CT6 Countries.
- 5. The Appointment Committee established under verse (3) above shall formulate selection criteria for the vacancies to be filled. Such criteria shall include:
 - a. Relevant qualifications (i.e. academic, soft skills, be of sound health,

age) and experience relevant to the job;

- b. Nationality of the candidate as a national of a CT6 Countries;
- 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 by the CT6 Countries. In addition, CT6 Countries may nominate candidates for vacant positions 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 appointment stated under verse (3) above. Both posts shall never consider race, gender, mother tongue, religion, beliefs, ethnic or social origin in the selection and appointment process.
- 7. The Appointment Committee established under verse (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, or through other modalities (i.e. virtual) as determined by the Appointment Committee.
- 8. The Appointment Committee established under verse (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. All offers of employment made pursuant to this Article 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 of the contract of employment;
 - 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.

Article 10. Recruitment 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 CT6 Countries with a view to ensure a broad-based Secretariat.
- 2. The major consideration in the recruitment and employment of Professional and Support Staff is to ensure that each CT6 member country are encouraged to be represented working at the RS headquarters.
- 3. 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.
- 4. 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.
- 5. Professional Staff and Support Staff shall be recruited from among citizens of CT6 Countries.
- 6. Recruitment of Professional Staff and Support Staff shall be subject to open competition among nationals of CT6 Countries regardless of race, color, gender, mother tongue, religion and beliefs, or the national, ethnic or social origin.
- 7. No specific posts shall be identified with any CT6 Country.
- 8. 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.
- 9. The Selection Committee shall evaluate and interview the applicant(s) according to the required criteria and qualifications.
- 10. The Selection Committee shall recommend, based on merit and transparent manner, the most qualified and experienced candidate.
- 11. All offers of employment made pursuant to this Article 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; and
- f. Provisions with respect to dismissal or termination of the contract of employment.

Article 11. Health Certificate

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.

Article 12. Work Based on Specific Outcome and Time Period

Based on the needs of the Secretariat and considering the type and nature of the work, the Secretariat may recruit contract workers or daily worker(s) or engage consultant(s) for output-based work arrangements within specific time.

Article 13. Staff Assignment

1. In carrying out its mandate, the Secretariat reserves the right to assign Staff to

undertake official travel. An official travel is defined as any travel for the purpose of work approved by the Executive Director.

2. Unless specified otherwise in the Working Agreement, to implement its program, the Secretariat reserves the right to assign Staff, (other than Executive Director and Deputy Executive Directors) to a specific location, tasks and time.

Article 14. Working Location

- 1. In carrying out its mandate, the Secretariat reserves the right to assign Staff to be based in locations other than the Secretariat Headquarters.
- 2. Staff based in location other than the Secretariat Headquarters include:
 - a. Staff is assigned by the Regional Secretariat to perform his/her full duties outside of the Secretariat Headquarters within 30 km without entitlements.
 - b. Staff is assigned to perform his or her full duties in his/her home base/ point of origin prior to completing the administrative requirements to work at the Regional Secretariat headquarters without entitlements;
 - c. Staff is in situation of forced majeure that hinders access to the Regional Secretariat and thus, unable to perform his/her full duties (typhoon, earthquake, and other natural disaster). The Staff shall receive basic entitlement such as accommodation, per diem/daily subsistence allowance and incidental cost considered reasonable during the circumstances.
- 3. To ensure the fulfillment of duties, the direct supervisor with approval of the Executive Director shall define the deliverables of the staff based in location other than the Secretariat Headquarters.
- 4. Staff working remotely are required to follow the same processes for notifying absences (e.g. sick leave, annual leave, etc) that apply to all staff. Absences are to be reported to the Executive Director.
- 5. Contact arrangements during working remotely must be agreed upon between the Staff and Supervisor or Executive Director.
- 6. The Staff, Supervisor and Executive Director should have a clear and detailed understanding of the hours to be worked, including any flexible arrangements

for working hours arrangement.

- 7. Staff who are working remotely are required to complete timesheets. Working Agreement hours of work provisions for Staff apply including taking a break of at least 30 minutes after working for 4 hours.
- 8. Any absences should be recorded on a timesheet where appropriate.

Article 15. Officer In Charge

- 1. When the Executive Director is absent from Headquarters, the Executive Director shall delegate one of the Deputy Executive Directors or appointed staff as the Officer-in-Charge.
- 2. Officer-in-charge is a staff who is assigned by the Executive Director to be the primary contact/focal point of the Regional Secretariat in the absence of the Executive Director.
- 3. In circumstances, in which the ED is absent beyond his/her approved leave, the ED shall consult the Officer-in Charge and Chair of CSOs through an official communication.
- 4. For unavoidable/unforeseen circumstances, in which the ED is absent for an inconsiderably long time, the Officer-in-Charge shall consult or send official communication to the chair of the CSOs regarding the ED's extended absence for guidance on the OIC's duties duration.
- 5. Officer-in-Charge shall not carry out the full duties of a higher graded position during the absence of Executive Director.
- 6. The scope of responsibility for Officer-in-Charge are as follows:
 - a. The primary contact/focal point of the office;
 - b. To ensure the smooth and timely day to day management and operation of the office;
 - c. To ensure the security and safety of the staff;
 - d. To follow the standard operation procedure as written on Staff Regulation according to the situation; and
 - e. Provide feedback (written) on the actions undertaken to the Executive Director during his/her absence

Article 16. Travel Authorization

- 1. Requests for authority to travel shall be submitted by the Staff in Official Travel Approval (OTA) to the Executive Director through the appropriate approving authorities. The OTA as referred in Annex 1 shall state the following:
 - a. Name and position of staff travelling
 - b. Name of meeting/event;
 - c. Type of mission (scheduled meeting, approved project meeting, general conference/seminar or others);
 - d. Purpose/justification for travel;
 - e. Venue;
 - f. Duration of the travel;
 - g. Travel expense to be incurred and other entitlements;
 - h. Source of funding (with supporting documents attached, if not by the Regional Secretariat budget); and
 - i. Other relevant information
- 2. The Executive Director shall notify the Chair of CSO with similar details as mentioned in Paragraph 1 of Article 16 for information and/or approval prior to conducting any official travels and accomplish the OTA form.
 - a. if the travel requested is 3 days or less, notify the Chair of CSO for information prior to conduct an official travel.
 - b. if the travel requested is more than 3 days, seek an approval from Chair of CSO.

Article 17. Travel Allowance

- 1. Based on the approved OTA, the Staff shall request for cash advance for Daily Subsistence Allowance (DSA) and issuance of an appropriate air ticket.
- 2. All air ticket requests and routing for travel shall be booked by the Corporate Services through designated travel agencies. Permission to use other than designated travel agencies and other modes of booking shall be allowed if it results in lower cost for the Regional Secretariat and is approved by the DED Corporate Services.

Level	ID	MY	PG	РН	SB	TL
Daily	Daily Subsistence Allowance (accommodation covered by RS)					
ED & DED	USD 80	USD 100	USD 125	USD 75	USD 125	USD 125
Managers	USD 70	USD 90	USD 100	USD 70	USD 100	USD 100
Staff	USD 60	USD 80	USD 60	USD 60	USD 80	USD 80
Others	USD 80	USD 100	USD 125	USD 75	USD 125	USD 125
Daily Subsistence Allowance (accommodation not covered by RS)						
Manager above	USD 211	USD 209	USD 290	USD 211	USD 290	USD 290
Staff	USD 200	USD 190	USD 260	USD 200	USD 260	USD 260

3. The following DSA Rates will apply for the staff on official travel:

- 4. If payment(s) is transferred to another currency other than USD, the spot exchange rate will be applied on the day of payment.
- 5. When arranging hotel accommodation, the following hotel ceiling rates are to be applied in the respective country of mission destination. In the case that the hotel rate is above the ceiling rate, the rate to be chosen shall be the lowest higher rate than what is eligible to the staff.

The eligibility of hotel accommodation requirements shall be based on the following categories:

Category 1: Ministers and Head of Delegations - Standard room in 4 or 5 star hotel(s)

Category 2: Non-leaders – apply current practice using the rate shown in the table.

Indonesia	Malaysia	Philippines	Papua New Guinea	Timor-Leste	Solomon Islands
USD 120	USD 120	USD 120	USD 200	USD 150	USD 200

Hotel Accommodation Rate	1
--------------------------	---

Note: For countries outside the CT6 Member Countries, the hotel and DSA shall follow the UN International Civil Servant Commission's Ceiling rate (https://icsc. un.org/Home/Daily Subsistence

6. Ground transportation allowance is given to cover the ground transportation expenses to and from the mission location. All ground travelling during out of station work, the traveller is given the option to be reimbursed on at-cost basis and is required to submit a documentation to support the claim (i.e. original receipt and justification). If a receipt is not obtained, a justification must be

submitted that is subject to the Executive Director' approval. On the occasion where activities are held at any CT6 Member Country, the Hosting Country is encouraged to provide local transportation and/or arrange pick-up/transfer to official destination.

- 7. In case the DSA is paid by an external party, the Regional Secretariat shall not pay additional DSA to the Staff. Where DSA provided by the external party is less than the Regional Secretariat's rate, the difference will not be paid by the Regional Secretariat.
- 8. Where the dates of the mission differ from those stated in the OTA, the Staff shall obtain a new approved OTA justifying the nature of the change of the mission.

Level	Domestic Travel	International Travel
ED	Business Class	Business Class
DED	Economy Class	Economy Class
Staff	Economy Class	Economy Class
Others	Economy Class	Economy Class

9. Air travel entitlement for Staff is divided into following domestic and international routes:

- 10. As advised by the host country travel advisory, Garuda Indonesia will be the preferred airline for domestic flights. In the case that an itinerary is not accommodated by Garuda Indonesia, the Secretariat will choose an alternative full-service airline.
- 11. In scheduling an itinerary, the Secretariat will choose one that provides the most convenient/most direct route with the least layover time. If a layover occurs for more than 6 (six) hours overnight, the Secretariat will coordinate with the traveller to arrange an accommodation that is subject to the Executive Director's approval.
- 12. In emergency situations, the Secretariat may afford the official overnight stay accordingly.
- 13. Any arrangement where economy class is not available and the traveler who is not entitled for business class and is required to attend the official event or is required to be present at the official destination, shall be subject to the Executive Director's approval.
- 14. Any reimbursement request pertaining to airfare expenses incurred as approved by the Executive Director shall be reimbursed by the Regional Secretariat.

- 15. All travellers are entitled to personal baggage allowance of minimum 20 kilogram(kg) or as per ticket approved by the Executive Director. Any excess baggage for materials needed in official activities as approved by the Executive Director shall be covered by the Regional Secretariat with supporting official receipt/document.
- 16. For reimbursement purposes, all travelers are required to submit copies of their flight purchase, travel documents, boarding passes and/or any copies of receipt showing evidence of their travel. In a case that a supporting document cannot be submitted, the traveller must provide sufficient evidence that he or she has been present during the mission in the designated destination.
- 17. No travel advance shall be given to those who have previous advance outstanding. With the approval of the Executive Director, any unsettled/ unreturned outstanding cash advance amount which exceeds three (3) months will be deducted from the Staff's salary.
- 18. This is consistent with the existing CTI Financial Policy and Procedures Manual Article 11.5.5.1.vi on Travel Advance.

Article 18. Promotion

- 1. Promotion is when a Staff moves to a higher position or level within an organization and is carried out according to the needs of the organization and the Staff's outstanding performance based on his/her annual appraisal.
- 2. Upon promotion, Staff is granted with new scope of responsibilities which must be accepted in writing by the Staff.
- 3. The salary of the Staff promoted shall be referred to the Regional Secretariat salary index as mentioned in Article 29.

CHAPTER 5 WORKING HOURS

Article 19. Office Day and Office Hour

- 1. Working days of the Secretariat is five (5) days in a week from Monday to Friday.
- 2. The office hour of the Secretariat shall be eight (8) hours in one (1) day and forty (40) hours in one (1) week, as follows:
 - Monday Thursday: 08:30-17:30 Break time: 12:00-13:00
 - Friday: 08:30-18:00 Break time: 11:30-13:30
- 3. If needed, the Executive Director may alter the office day and hour according to the Secretariat's requisite condition while still following the prevailing Manpower Law and Regulations.

Article 20. Overtime

- 1. Overtime is work rendered exceeding eight (8) hours a day or forty (40) hours per week. It also includes working during weekends (Saturday and Sunday) and official holidays.
- 2. Overtime can only be carried out upon approval by their Superior.
- 3. Staff below the manager (head) level are eligible for overtime payment as recommended by the Superior and approved by the Executive Director.
- 4. Staff who are manager (head) and above working overtime shall be entitled to compensatory time off as approved by the Superior/s.
- 5. Staff are required to fill the Overtime Authorization form when applying for overtime [refer to the form Annex xx].
- 6. The calculation of overtime payment (hourly = 1/173 x a month salary)
 - a. If overtime is carried out during an office day:
 - i. For the first hour of overtime, the payment is 1.5 times of an hour salary
 - ii. For the following hour to maximum of 4 hours, the payment is two(2) times the hourly salary

- b. Overtime carried out during weekends (Saturday and Sunday) and/or during official holidays not exceeding 8 hours, the payment is two (2) times of hourly salary.
- c. Overtime should be discouraged. Completion of work should be made during official work hours. Overtime shall be rendered only if there is an urgent need to complete work.
- 7. Compensatory time off for overtime work rendered exceeding eight (8) hours a day or forty (40) hours per week. It also includes working during weekends (Saturday and Sunday) and official holidays.
- 8. Compensatory time off can only be carried out upon approval by the Superior.
- 9. The calculation of compensatory time off:
 - a. If overtime is carried out during an office day:
 - i. For the first hour of overtime, the Compensatory time off for overtime rendered is 1.5 time of an hourly overtime;
 - ii. For the following hour to maximum of 4 hours, the Compensatory time off for overtime rendered is two times of an hourly overtime.
 - b. For overtime carried out during weekends (Saturday and Sunday) and/or during official holidays not exceeding 8 hours, the Compensatory time off is two (2) times of hourly overtime.

CHAPTER 6 LEAVE, REST, PERMISSION

Article 21. General Provisions

- In principle, Staff shall be entitled to take leave for a break and rest as approved by the Direct Supervisor, and acknowledged by the Executive Director, considering the workload demand and the organization's needs.
- 2. The Secretariat recognizes the following types of leaves/absences:
 - a. Annual Leave;
 - b. Menstrual, Maternity, and Miscarriage Leave;
 - c. Paternity;
 - d. Sick Leave;
 - e. Leave with Pay; and
 - f. Absence
- 3. In a pressing and emergency situation, under the discretion of the Executive Director, the Secretariat may postpone any Staff leave plans or recall Staff currently taking leave, to work.
- 4. Taking a leave without a permission from Direct Supervisor shall be considered as absent without leave and is subject to disciplinary action pursuant to the provisions in this Staff Policies and Procedures Manual.

Article 22. Annual Leave

- 1. Staff is entitled to a maximum amount of annual leave of thirty (30) working days, at the rate of two and a half (2.5) working days per month. The calculation of total amount of annual leave is based on the calendar year (January-December).
- 2. For annual leave, Staff must submit and seek approval from his/her Direct Supervisor and Executive Director one month prior to the leave date.
- 3. The annual leave for each year must be used and shall expire after twelve (12)

months. Due to exceptional circumstances, upon discretion of the Executive Director, the unused annual leave shall be carried over the following year.

4. Remaining unused leaves are considered forfeited and cannot be compensated in cash except for termination of working agreement

Article 23. Menstrual, Maternity, and Miscarriage Leave

- 1. Staff who is experiencing pain during her menstrual cycle, is not obligated to work on the first and second day of their menstrual cycle. She shall notify her Direct Supervisor and submit the physician's statement if her leave is more than one (1) day.
- 2. Female Staff is entitled to take maternity leave for 1.5 months before and 1.5 after giving birth. The Female Staff may take 3 months leave after giving birth subject to submission of doctor's recommendation and shall still receive her salary.
- 3. Request for maternity leave shall be submitted at the latest ten (10) working days prior to leave with submitting recommendation/letter from the examining obstetrician.
- 4. Female Staff experiencing miscarriage with a pregnancy of at least three (3) months are entitled to take leave for one and a half (1.5) month, or as prescribed by the examining obstetrician.

Article 24. Paternity Leave

- 1. Paternity leave is a period of absence from work granted to a male Staff as father after or shortly before the birth of his child. It is in addition to annual leave allowance.
- 2. Male Staff is entitled to take paternity leave for five (5) working days plus minimal travelling time travel outside Manado, Indonesia, and shall still receive his salary.
- 3. Request for paternity leave shall be submitted at least four (4) working days prior to leave.

4. Paternity leave must end within 30 days of the birth of his child

Article 25. Sick Leave

1. Staff who are unable to perform their duties due to illness or injury can take a sick leave.

Sick leave can be divided into two (2):

- i. Sick leave with medical certificate issued by an authorized medical personnel.
- ii. Sick leave without medical certificate covers absences of 3 consecutive working days and a total of 7 days per year.
- 2. Staff shall submit medical certificate to their direct Superior on the first day resuming work.
- 3. Staff who is taking sick leave without medical certificate requires verbal or written statement informing of his/her intention to his/her direct Superior.

Article 26. Leave With Pay

- 1. Staff is entitled for leave with pay for the following reasons:
 - a. Marriage of Staff: 3 days
 - b. Marriage of Staff's children: 2 days
 - c. Staff circumcising their children: 2 days
 - d. Staff baptizing their children: 2 days
 - e. Death of the Staff's family (husband, wife, child, parent/sibling): 5 days
 - f. Staff's wife miscarriage: 2 days
 - g. Death of Staff's family who lives in the same house: 5 days
 - h. Staff is experiencing unexpected disaster (fire, earthquake, landslide, flood) which confirmed with statement letter from the authority: 1 day
 - i. Change of residence: 1 day
 - j. Staff is summoned by the authority as a witness or to carry out a necessary state affair, confirmed with authentic proof from the authority.

- k. Staff undertakes a religious pilgrimage (Hajj) as obligated by the religion for the first time.
- 1. Staff in training assignment from the Secretariat.
- 2. Pilgrimage as mentioned in Article 26 verse (1) point k above is Hajj Pilgrimage, in which its application shall be according to the pilgrimage program issued by a formal religious institution.
- 3. Request for Hajj Pilgrimage shall be submitted to the Finance and Operation Manager, by attaching:
 - a. Letter to participate in the pilgrimage program issued by a religious institution.
 - b. Copy of letter/information on transportation, departure, and arrival.
- 4. Approved Pilgrimage Request and its supporting evidence shall be submitted to the Executive Director, at least thirty (30) days prior to the leave.
- 5. Request to take leave with pay, other than to undertake a religious pilgrimage, shall be submitted at least 7 (seven) days prior, using the same mechanism. While request for leave for miscarriage, death of staff's family or family who lives in the same house, and when staff is experiencing unexpected disaster can be done at any time.

Article 27. Absence

- 1. Absence is defined as failing to attend work without permission and/or reason that is valid and acceptable by the Secretariat.
- 2. Staff who is absent as described above shall not be entitled for payment for the respective leave and subject for disciplinary measure as according to this Staff Policies and Procedures Manual.

CHAPTER 7 PROTECTION

Article 28. Health and Safety

- 1. Staff shall report to their superiors if things are known to cause harm to the health of Staff including but not limited to those related to the surrounding working environment and the danger of viral/bacterial diseases.
- 2. Staff shall maintain the cleanliness of the working environment and the Secretariat premises.
- 3. Staff who becomes ill or gets into an accident during work, shall immediately receive medical attention from the nearest medical facility or the police (if needed). For every such event, the Finance and Operation Manager and Executive Director must be informed, and the Staff's family must be notified;
- 4. Staff must follow the doctor's advice if they suffer from an infectious disease which may endanger the work environment.
- 5. Staff shall prevent, avoid, or minimize the possibility of workplace accidents to occur within the Secretariat.

CHAPTER 8 SALARIES

Article 29. Payment of Salaries

- 1. The remuneration policy and conditions of service of employees are determined by the CTI COM or CTI CSO through a Secretariat Salary Scale and is periodically reviewed.
- 2. Current salary scales approved by the CTI COM or CTI CSO are to be set out in Schedule and shall be incorporated annually to the Secretariat's Work Programme and Budget.
- 3. Secretariat shall pay the salary of Staff at least according to the minimum salary under the prevailing laws and regulations of the host country or pursuant to prevailing CTI CFF Staff Salary Scale.
- 4. Staff's salary consists of basic salary and benefits, which are set based on United States Dollar and paid in Indonesian Rupiah.
- 5. Staff's salaries shall be paid at the end of the current month. In the case that the end of the calendar month falls on a Saturday, Sunday or public holiday, then the salaries shall be paid on the last office day before the weekend or holiday.
- 6. Secretariat shall carry out salary adjustment pursuant to Staff performance, and the financial capability of the Secretariat.
- 7. Salary scales shall be reviewed every three (3) years.
- 8. The following are components that may be calculated with the salary payment:
 - a. Monthly contribution for Manpower Insurance (BPJS Ketenagakerjaan);
 - b. Monthly contribution for Health Insurance (BPJS Kesehatan);
 - c. Outstanding debt by the Staff to the Secretariat, if any, from taking down payments, travel expenses, etc.;
 - d. Excess for health insurance use;
 - e. Fine caused by negligence and/or breaching of the Secretariat Regulation.
- 9. 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.

- 10. Appointments shall be subjected to annual performance review by the Executive Director and the concerned Deputy Executive Directors.
- 11. Staff' salary adjustment is made each year with consideration of the annual adjustments on the rising cost of living. The adjustment should be made within the salary scale equivalent to the position of the Staff.

An increment is also considered based on annual performance assessment of the Staff. This increment should be made within the salary scale equivalent to the position of the Staff.

12. The increment of Staff's salary will be recommended by the Supervisor based on the significant and consistent outstanding performance, often exceeds the expected performance level. The increment is made with reference to the performance index* which must be made within the salary scale for the position of the Staff.

The increment of Staff's salary must be within the budget allocation for Salaries.

Article 30. Salary Payment DUring Illness

- 1. Staff who works less than 3 years and who is ill (as proven by physician's statement) is entitled to 3 months full paid and 3 months half paid.
- 2. Staff who works over 3 years, in continuous service and does not work due to illness for over twelve (12) months consecutively, is entitled for the next six (6) months full paid and the second six (6) months half paid. This is applicable to all staff despite their nationalities.
- 3. If the Staff who does not work due to illness for over twelve (12) months consecutively, the Secretariat may terminate the Staff employment at the thirteenth (13th) month.
- 4. If the foreign staff is in grave health condition (as proven by physician's statement), the Secretariat shall cover the repatriation of the said staff.

CHAPTER 9 STAFF BENEFITS AND WELFARE

Article 31. Religious Holiday Allowance

- The Secretariat provides Religious Holiday Allowance as a bonus for all Staff who have been working for twelve (12) consecutive months, maximum one (1) month salary, unless specified otherwise in Staff's working agreement.
- 2. Staff whose working period is less than twelve (12) months but has worked for one (1) month or more consecutively, shall receive the allowance based on prorate calculation.

The payment of allowance shall be disbursed at the latest seven (7) days prior to the religious holiday as according to the type of religious holiday set forth by the Government

Article 32. Social Security

- 1. Secretariat shall register itself and the relevant Staff to participate in the National Health Insurance (BPJS Kesehatan) and National Welfare Insurance (BPJS Ketenagakerjaan) as according to government regulation.
- 2. The monthly contribution for BPJS Ketenagakerjaan and BPJS Kesehatan shall be calculated from Staff's salaries and paid jointly by the Secretariat and Staff as according to the prevailing laws and regulations.
- 3. BPJS Ketenagakerjaan consists of Work Accident Insurance (JKK), Death Insurance (JKM), Old Age Insurance (JHT), Retirement Insurance (JP), and Job Loss Security (JKP) shall be provided to the Indonesian Staff. Non-Indonesian Staff with Service Visa (Visa Dinas) are not required to be registered with the BPJS Ketenagakerjaan.
- 4. Health Security program of BPJS Kesehatan shall be provided to the Indonesian Staff. Non-Indonesian Staff with Service Visa (Visa Dinas) are not required to be registered with the BPJS Kesehatan.

Article 33. Death of Staff Allowance

In the event of death of a Staff, following illness or surgery not resulting from an accident covered by the appropriate workplace insurance, the Staff's rights and corresponding benefits will be given to the next of kin as according to the Secretariat's prevailing rules and policies.

Article 34. Insurance

- 1. Aside from registering to BPJS Kesehatan, the Secretariat may provide Staff with personal accident and health insurance from a reputable financial institution to provide 24 hours a day cover for its Staff, and other individuals to whom Secretariat owes a duty of care;
- 2. Staff may take out additional personal accident insurance cover at his or her own cost;
- 3. All Staff and their dependents will have all reasonable medical, dental and optical expenses, depending on available schemes and reasonable costs, met by the Secretariat through any medical scheme it adopts. The level of this medical scheme is at the Executive Director's discretion;
- 4. Staff may take out additional medical insurance cover for themselves and their dependents at his or her own cost;
- 5. Secretariat shall provide travel insurance from a reputable insurance institution to cover all official travel duties. This may be separate travel insurance or be part of any personal accident and life insurance policy obtained by the Secretariat;
- 6. All Staff and their dependents are covered by the Secretariat's travel insurance during home travel, on recruitment and repatriation;
- 7. Staff may take out additional travel insurance cover for themselves and their dependents at his or her own cost;
- 8. Secretariat may take out term life insurance with a reputable financial institution to provide cover for the death of Staff;
- 9. Staff may take out additional term life insurance cover at his or her own cost.

Article 35. Moving and Repatriation Allowance

- 1. The Secretariat shall meet the following appointment and termination expenses of Professional Staff recruited from outside of the Secretariat Headquarters. The entitlements cover the transport and accommodation en-route for the Staff and their 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 a flight with duration of more than 8 hours, international flights. 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. 20 m3 in respect of the Staff, 10 m3 in respect of a dependent spouse and 5 m3 in respect of each dependent child; and
 - b. Up to 20 kgs of excess baggage per person for all Professional Staff and their dependents recruited from outside of the Secretariat.
 - c. Or can be given in a lump sum in which the amount shall be decided by the Executive Director periodically.
- 4. To assist with establishment expenses, the Secretariat will provide an establishment allowance for fulltime staff with 12 months contract or more upon arrival in Manado. This grant shall be reviewed annually based on local market conditions by the IRC.

Level	Establishment Grant	In USD USD 1 = IDR 14,259 (6 Sept 2021)
ED & DED	IDR 35,000,000	USD 2,450
Department Head (Manager)	IDR 25,000,000	USD 1,750
Staff (Assistant and Operator)	IDR 20,000,000	USD 1,400

Level	Establishment Grant	In USD USD 1 = IDR 14,259 (6 Sept 2021)
Staff from within North Su- lawesi Province but outside the City of Manado	IDR 10,000,000	USD 700

- 5. The grant will be given one time only. This settlement will be provided after the staff member is located and working in Manado.
- 6. Accommodation at a suitable hotel or other fully furnished accommodation not more than one (1) month.

Level	Housing Allowance In USD - Monthly rate
ED	USD 1,700
DED	USD 1,100
Staff	Staff (Manager level): USD 280 IDR 4,000,000
Staff	Staff (below Manager level): USD 175 IDR 2,500,000

7. Staff will get housing allowance per month as follows:

Article 36. Worship Facility

- 1. The Secretariat shall provide a room or a facility for Staff to conduct praying.
- 2. The Secretariat shall provide opportunity to its Staff to carry out their religious obligations without disrupting the flow of work.

Article 37. Training and Capacity Development

1. The Secretariat shall provide opportunity for Staff to build their competency and character, according to the needs of the organization, financial condition and workload of the Secretariat.

2. The assignment to participate in a training and capacity development of a staff as identified by the Secretariat shall be decided and approved by the Executive Director.

CHAPTER 10 PERFORMANCE APPRAISAL

Article 38. Performance Appraisal

- 1. Unless specifically determined otherwise in the Working Agreement, the performance appraisal for Staff shall be conducted periodically with the Direct Supervisor or individual who is knowledgeable of the Staff's work, under the direct appointment from the Executive Director.
- 2. The requirements and procedure on performance appraisal shall subsequently be decided and implemented by the Secretariat based on the agreed appraisal procedure adopted by the Secretariat.
- 3. Performance appraisal may serve as basis for a number of objectives, such as to monitor Staff's achievements, Staff capacity, Staff development plans, salary raise, issuance of written warning, and promotion or demotion, unless determined otherwise in the Working Agreement.

CHAPTER 11 WORK ORDER

Article 39. Offenses

- 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;
 - The Staff is unable to perform the role satisfactorily because the Staff was declared bankrupt. 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 Article 41 off this Staff Policies and Procedures Manual;
 - e. If the offence is theft or misappropriation of the Secretariat's funds or property, by summary dismissal without notice.

Article 40. Restrictions

- 1. The Secretariat restricts Staff from conducting affairs that are dangerous and may potentially cause loss, including but not limited to the following:
 - a. Carrying or using goods or equipment belonging to the Secretariat or to fellow Staff/other people outside from the premise of the Secretariat, without permission of the owner.
 - b. Taking/using/moving goods or money under their authority, not for the interest of the Secretariat and causing loss to the Secretariat/third party.
 - c. Carrying/keeping/using/selling alcohol and/or goods or drugs within the Secretariat.
 - d. Conducting any type of gambling and or immoral activity within the Secretariat.
 - e. Smoking at the working premise/environment and or when conducting tasks.
 - f. Receiving gifts in any form from anyone or institution with a working relationship with the Secretariat, without permission/knowledge of the Executive Director, which may potentially cause loss to the Secretariat.
 - g. Verbally and or in writing, providing fabricated remarks, and or covering/hiding some information, data and or fact, which may cause loss to the Secretariat and or third party.
 - h. Committing crimes such as stealing, embezzling, swindling, renting, and or selling work assets/facilities and or data owned by the Secretariat both within and outside of the Secretariat, which may potentially cause loss to the Secretariat.
 - i. Engaging in a fight and or assault/battery or rudely insulting or threatening a supervisor, colleague, or Staff's family, or brawling within the Secretariat.
 - j. Conducting incitement, sabotage, and or subversion within the Secretariat.
 - k. Carrying firearms/sharp weapons/fire crackers/explosives and or other dangerous objects within the Secretariat.
 - 1. Organizing meetings or gatherings, putting on placards or announcements, spreading flyers or other leaflets that are unrelated to work within the Secretariat, without the permission from the Executive Director.

- m. Persuading a colleague or leader within the Secretariat to commit and act in contradiction with the law or morality.
- n. Working for other parties or having their own business, which may impede carrying out their tasks at the Secretariat.
- o. Carelessly or intentionally harm or allow colleague or property of the Secretariat and/or colleague to be in a state of danger.
- p. Abuse of rights, positions and/or facilities provided by the Secretariat for personal benefit or third-party interests and benefits outside the applicable provisions and may cause a financial lost and/or bad reputation for the Secretariat.
- q. Alter and engineering modify property or data of the Secretariat without permission goods causing direct or indirect loss to the Secretariat.
- r. Disclose classified information of the Secretariat which should be kept confidential.

Article 41. Disciplinary Actiones

- 1. Staff who violates the provision stipulated in this Staff Policies and Procedures Manual or the labor law and regulation is subject to the following disciplinary actions:
 - a. Verbal reprimand;
 - b. Written warning;
 - c. Fines and compensation;
 - d. Termination of employment/dismissal
- 2. A show-cause letter shall be issued by the Direct Supervisor to the concerned staff following receipt of verbal or written reports with regards to staff's offenses as per Article 39.
- 3. Following recurring offence, the Direct Supervisor shall bring the matter to the Executive Director. After which, a written warning shall be issued by the Direct Superior.
- 4. Further recurring offence, the Direct Superior will bring the matter to the Executive Director for a suitable disciplinary action as per Article 41 (1, c) and (1, d).

Article 42. Types of Disciplinary Actions for Violations

- 1. Verbal Reprimand: The following actions that can be subject to a verbal reprimand are including but not limited to:
 - a. Staff does not carry out maintenance according to the agreed procedure for the work equipment property of the Secretariat entrusted to the Staff.
 - b. Using the communication facility of Secretariat, i.e. telephone/fax/ facsimile, for personal interests without the permission of the authorized supervisor.
 - c. Receiving private guests during office hours and not at the properly designated place
 - d. not show serious attitude to work.
 - e. Conduct other similar violations as mentioned above.
- 2. The Written Warning: The following actions that can be subject to issuance of the written warning are including but not limited to:
 - a. Late to office or leave the office earlier for three (3) consecutive times or five (5) intermittent times in a month with no permission from Direct Supervisor or Executive Director.
 - b. Absent for one (1) working day in a month without valid reason.
 - c. Absent for two (2) working days consecutively in a month or five (5) working days intermittently in a month without valid reason.
 - d. Frequently leaving the office premise during office hours without permission from the Supervisor.
 - e. Not reporting to the direct supervisor about violations of work rules and/or security disturbances that can cause loss to the Secretariat.
 - f. Being lazy and unable to perform the assigned tasks and duties.
 - g. Disregarding the maintenance and cleanliness of work space and working equipments.
 - h. Circulating unverified information that is detrimental to the organization and its Staff.
 - i. Committing slander and/or put out writings or images that humiliate others.
 - j. Imposing work that should be done by oneself to other Staff or doing work that is not his/her own duty except based on the orders of the Direct Supervisor.

- k. Taking actions that are contrary to social norms or courtesy and cause harm to the Secretariat reputation.
- 1. Doing work outside the Staff's scope of responsibility without permission and or instructions from the superior.
- m. As a Direct Supervisor, being unable to impose corrective action or sanctions for Staff who is negligent to carry out the latter's function of under the supervision or guidance of Staff under his/her responsibility.
- n. Staff does not pay attention and not willing to carry out instructions from the Direct Supervisor (insubordination) on the assignment that must be completed.
- o. Staff is not willing to cooperate with colleague or with Direct Supervisor, in carrying out the duties.
- p. Work is not in accordance with operational standards and work procedures established by the Secretariat.
- q. Doing work or assignments that are not his/her field of work without the Direct Supervisor permission which cause harm to the Staff, colleague, or the Secretariat.
- r. Deciding and making decisions beyond Staff's authority or without coordination with the superiors which resulting a loss for the Secretariat.
- s. Violating traffic regulations due to negligence or carelessness behaviour when using the vehicle belonging to Secretariat.
- t. Conducting another or similar violations as categorized as the above.
- 3. The First and Final Written Warning: The following actions that can be subject to issuance of the first and final written warning letter are including but not limited to:
 - a. Threatening and intimidating other Staff.
 - b. Refuse instruction to carry out an assignment.
 - c. Misusing the Secretariat's facilities for personal interests which cause losses to the Secretariat.
 - d. Conduct another or similar violations as categorized in the above.

Article 43. Sanction Subject to Termination of Employment

The following actions that can be subject to issuance of termination of employment are including but not limited to violation such as:

- a. Stealing, embezzling or fraud money, asset, goods or copyrights belonging to the Secretariat.
- b. Provide false statement or falsified information that cause loss to the Secretariat.
- c. Staff is found drunk, using, abusing, trading or under the influence of illegal drugs including narcotics, psychotropic substances and other addictive substances that are not for medical purposes based on doctor's recommendations within the Secretariat.
- d. Forge and fake initials or other people's signatures for reasons of personal gain.
- e. Falsifying documents, letters, proofs, receipts of the Secretariat.
- f. Unveiled or leaked or disseminate the secret of the Secretariat or third parties which harms the reputation of the Secretariat.
- g. Assaulting, fighting, attacking, and attempting to physically hurt other people, colleagues and their families, Secretariat officials, government officials.
- h. Conduct a violation, which has similar type and severity with the violation subject to sanctions with the Third Written Warning (SP III) and/or lower, while the Staff is still undergoing the Third Written Warning (SP III).
- i. Late to office or leave the office earlier for five (5) consecutive times or five (5) intermittent times in a month with no permission from Direct Supervisor or Executive Director.
- j. Absent for five (5) consecutive working days in a month or seven (7) working days intermittently in a month without valid reason, after has been summon properly twice.
- k. Misuse of the Secretariat property and funds for personal interests.
- 1. Misuse of Secretariat property and funds entrusted to Staff for personal gain or other third parties.
- m. Intimidating, insulting, spreading slander, defamation, behaving rude, speaking harshly, incite or instigate others physically and mentally towards other Staff, Supervisors, the Secretariat officials, government

officials, guests or partners of the Secretariat, Staff's family both inside or outside the Secretariat premise.

- n. Persuade, bribe, influence the Secretariat Officer or colleague to break law or commit immoral violation or any act that violate the law or act violating the Staff Policies and Procedures or prevailing law and regulation.
- o. Disclosure, leak and spread the Secretariat classified information in the form of documents or other form of information to third parties which affect and cause the reputation of the Secretariat.
- p. Misuse of facilities, authority or position for the interests or personal benefits of the Staff and their families or other third parties which is detrimental to the Secretariat.
- q. Forging, obscuring, hide, or altering documents belonging to the Secretariat
- r. Receiving, requesting or receive compensation for services in the form of money or goods for the personal benefit of their families that directly or indirectly related to their duties and authority or positions.
- s. Carry out illegal levies to fellow Staff, partners, vendors and other third parties of the Secretariat.
- t. Carelessly or intentionally destroyed or let the property of the Secretariat exposed to danger, which constitutes a loss to the Secretariat.
- u. Intentionally or carelessly let his or her colleague or the Secretariat exposed to danger
- v. Unveil or leak the Secretariat's confidential information/materials, which should be kept confidential unless otherwise required by the Country.
- w. Keep committing violations or making mistakes even after the Staff received the Third Warning Letter (SP III).
- x. Make other violations that are the same level, or which are categorized as the violations mentioned above.

CHAPTER 12 TERMINATION OF WORKING AGREEMENT

Article 44. Valid Reasons for Non-Termination

- 1. 1. The following, inter alia, shall not constitute valid reasons for termination, in addition to other reasons under the prevailing laws and regulations:
 - a. union membership or participation in union activities outside working hours or, with the consent of the employer, within working hours;
 - b. seeking office as, or acting or having acted in the capacity of, a workers' representative;
 - c. the filing of a complaint or the participation in proceedings against an employer involving alleged violation of laws or regulations or recourse to competent administrative authorities;
 - d. race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin;
- 2. The employment of a staff, other than ED and DEDs, shall not be terminated for reasons related to the staff's conduct or performance before he/she is provided an opportunity to defend himself/herself or written appeal within 15-30 days with due process against the allegations made, unless he/she cannot reasonably be expected to provide this opportunity.
- 3. In the case of ED and DEDs, the written appeal shall be made directly to the CSO/COM within 30 days but may be subjected for extension, if necessary, upon CSO/COM recommendation.

Article 45. Resigning

1. Staff who resign must notify to the Secretariat in written at least thirty (30) days in advance.

Article 46. Handover of Work and Equipment

- 1. When the termination of employment is approved by Secretariat and Staff, all the archives of the Secretariat or the work of the Secretariat, (e.g. all of records and correspondence, documents, papers, media data, still and moving pictures, films, and audio recordings, etc.) shall be returned to the Secretariat for the Secretariat record.
- 2. The Secretariat owns all notes, reports and documents and any other products created, contributed to, or purchased for the work and services rendered whether in hard copy or electronic media.
- 3. When the services are completed, or the working agreement is terminated for any reason, the Staff shall promptly hand over to the Secretariat all works and products, delivered seven (7) working days prior to expiration of working agreement.
- 4. Staff must return all the equipment given by the Secretariat to be used for work in good condition one (1) day prior to expiration of working agreement.

Article 47. Termination of Employment Compensation

- 1. Staff, as defined in Article 3 of CTI-CFF Staff Regulations, are entitled for Termination of Employment Compensation that apply to the extent that they are eligible, provided the contract has been fully served.
- 2. The amount of the Separation compensation for Staff upon ending Working Agreement is determined as follows:
 - a. Work period under three (3) years: one (1) month latest salary;
 - b. Work period of three (3) years or more but less than six (6) years: one and a half (1.5) months of latest salary;
 - c. Work period of 6 (six) years or more but less than 9 (nine) years: 2 (two) months of PH latest salary;
 - d. Work period of 9 (nine) years or more: 3 (three) months latest salary.

CHAPTER 13 COMPLAINTS AND GRIEVANCES

Article 48. Complaints

- 1. Any complaints, coming from both Staff and the Secretariat, shall be resolved immediately and fairly through deliberation and consensus.
- 2. The complaints referred to in verse (1) are matters which hamper the working relationship between Staff and the Secretariat as a consequence of an event, an action or a condition.
- 3. During the settlement/resolution process by a mediator and/or an authorized party, Staff and the Secretariat shall maintain work order and peaceful working environment and provide as much time needed for the mediator/authorized party to strive for the best resolution. Staff and the Secretariat shall not take unilateral action to impose their will over the subject of dispute, such as: strike, suppression, closure of the Secretariat (lock out) or termination of employment.

Article 49. Settlement Procedures for Complaints

This article covers the procedures for the settlement of complaints and the hierarchy of decision-making for the matter. This covers complaints of staff at the Regional Secretariat. Diligence on the exercise of due process and settlement at the earliest possible time are essential. Settlement of in-house complaints is as follows:

- 1. First stage: every grievance or complaint is submitted in confidentiality and resolved no later than one (1) week with the Direct Supervisor. The defendant or the other party should be invited to a dialogue with the goal to settle the conflict at this early stage.
- 2. Second stage: If, after all efforts and remedies fail, the Staff may opt to elevate his written complaint to the next level. Likewise, the Direct Supervisor will endorse the complaint within one (1) week to the next level, citing the remedies offered;
- 3. Third stage: if the previous process is unsuccessful after exhaustion of all possible remedies, the Staff and the concerned higher Officer may elevate the

matter to the Internal Inquiry Panel which will recommend to the Executive Director within two (2) weeks the appropriate action/s for the final settlement of the complaint or conflict;

4. Fourth stage: The Executive Director acts and decides within ten (10) working days from the receipt of the recommendation of the Internal Inquiry Panel. The Executive Director issues a written notice for records to all concerned in the process of resolving the complaint at this last stage.

CHAPTER 14 CLOSING

Article 50. Validity Period of the Staff Policies and Procedures Manual

- 1. This Staff Policies and Procedures Manual is valid for two (2) years from the date of its approval by the Council of Ministers or Committee of Senior Officials.
- If a new Staff Policies and Procedures Manual has not been issued up to the deadline for the issuance of this Staff Policies and Procedures Manual, then this Staff Policies and Procedures Manual shall still be valid for a maximum of one (1) year from the expiration date as stated in Verse (1) of this Article.

Article 51. Amendment of the Staff Policies and Procedures Manual

- 1. The provisions of this Staff Policies and Procedures Manual may be revised based on the needs of the Secretariat and the result of negotiation and authorized by the Council of Ministers or Committee of Senior Officials.
- 2. Matters that have not been listed in this Staff Policies and Procedures Manual shall be regulated at a later time with taking consideration of the prevailing Staff Regulations and prevailing laws and regulations of the Host Country.

Article 52. Recommencement of the Staff Policies and Procedures Manual

Recommencement of the Staff Policies and Procedures Manual shall be submitted no later than thirty (30) working days before the period of validity of the Staff Policies and Procedures Manual.

Article 53. Final Provisions

- 1. This Staff Policies and Procedures Manual shall be distributed to each Staff without charge to be known and carried out accordingly.
- 2. Other necessary provisions and not yet listed in this Manual must be subject to the prevailing laws and regulations of the Host Country.





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

The CTI-CFF is a multilateral partnership of six countries; Indonesia, Malaysia, Papua New Guinea, Philippines, Solomon Islands and Timor-Leste - working together to sustain extraordinary marine and coastal resources by addressing crucial issues such as food security, climate change and marine biodiversity.

coraltriangleinitiative.org	f C	oral Triangle Initiative	@cticff	😰 @cticf
-----------------------------	-----	--------------------------	---------	----------