

D-36-1



Staff Regulations of the Asian Forest Cooperation Organization

Effective on 26 November 2020

Asian Forest Cooperation Organization

Amendments to the Staff Regulations

The Assembly of the Asian Forest Cooperation Organization, established the Staff Regulations in accordance with Article 8 Paragraph 4 of the Agreement on the Establishment of AFoCO by Decision 7-I-18R, and amended the Staff Regulations thereafter by Decision 19-II-19S and Decision 36-IV-20R.

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Staff Regulations of the Asian Forest Cooperation Organization

Regulation 1. Definitions, Scope and Purpose

1.1 Definitions

For the purpose of these Staff Regulations:

- a) “Agreement” means the Agreement on the Establishment of the Asian Forest Cooperation Organization (“AFoCO”) that entered into force on 27 April 2018.
- b) “Staff Member(s)” means personnel of the Secretariat who serve under a letter of appointment and who have been appointed by the Executive Director of AFoCO.
- c) “Executive Director” means the chief administrative officer of AFoCO.
- d) “Secretariat” means the Secretariat established under Article 9 of the Agreement.
- e) “Assembly” means the Assembly established under Article 8 of the Agreement.
- f) “Party” means a country which signed the Agreement and has deposited an instrument of ratification, acceptance, or approval and for which the Agreement has entered into force, or a country acceded to the Agreement
- g) “Host Country” means the country where the headquarters of AFoCO is located
- h) “RETC” means Regional Education and Training Center of AFoCO which is located in Yangon, Myanmar

1.2 Scope and Purpose

- 1.2.1 These Staff Regulations embody the fundamental conditions of service and the basic rights, duties and obligations of the Executive Director and Staff Members at all levels of the Secretariat.
- 1.2.2 Subject to the guidance of the Assembly, the Executive Director, as the chief administrative officer of the Secretariat, may as necessary provide and enforce relevant policies or administrative instructions consistent with these Staff Regulations.
- 1.2.3 All other matters not provided in these Staff Regulations may be subject to the labor laws and regulations of the Host Country.

Regulation 2. Duties and Obligations of Staff Members

2.1 Status of Staff Members

2.1.1 Staff Members are international civil servants. They shall neither seek nor receive instructions from any country or from any authority external to AFoCO. By accepting appointment, they pledge themselves to discharge their functions and to regulate their conduct with the interests of AFoCO only in view.

2.1.2 Upon appointment, each Staff Member shall make the following written declaration witnessed by the Executive Director or his or her authorized representative:

“I solemnly declare and promise to exercise in all loyalty, discretion and conscience the functions entrusted to me as a Staff Member of the Secretariat. I also solemnly declare and promise to respect and abide by the obligations incumbent upon me as set out in the Staff Regulations of AFoCO.”

2.2 Duties and Obligations of Staff Members

2.2.1 Staff Members pledge to discharge their duties efficiently and uphold the highest standards of competence, integrity and respect for all cultures.

2.2.2 Staff Members are subject to the authority of the Executive Director and are responsible to complete assignments made by him or her with respect to the activities related to the implementation of the Agreement.

2.2.3 No Staff Member shall accept any honor, decoration, favour, gift or remuneration from any source external to the Secretariat without prior approval of the Executive Director.

2.2.4 Staff Members shall not engage in any activity incompatible with the proper discharge of their duties with the Secretariat.

2.2.5 Staff Members shall exercise the utmost discretion in regard to all matters of official business. They shall not disclose any confidential information to any person, except in the course of their duties or by authorization of the Executive Director. Nor shall they at any time use such information for private or personal advantage.

2.2.6 Staff Members shall refrain from any action or behavior which might reflect adversely upon his or her position or to the general welfare of other Staff Members by engaging in harassment, including sexual or gender harassment, abuse of authority, and retaliation.

2.2.7 A Staff Member who is arrested, charged with an offense other than a minor traffic violation, or summoned before a court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for any offense other than a minor traffic violation, shall immediately disclose the details of such a matter to the Executive Director.

2.2.8 Breaching the provisions for duties and obligations, including the Code of Conduct for Staff Members (Annex-1) prescribed to Staff Members, whether intentionally or negligently, will be regarded as misconduct.

Regulation 3. Working Hours and Official Holidays

3.1 Working Hours

The normal working hours at the Secretariat shall be eight (8) hours per day and forty (40) hours per week, from 9:00 a.m. to 6:00 p.m. Monday through Friday, with an interval of one (1) hour for break. Exceptions may be made by the Executive Director as required by the needs of service. A Staff Member may be required to work beyond the normal number of working hours whenever requested to do so and may be granted permission to adjust his/her work schedules.

3.2 Official Holidays

Official holidays of the Secretariat shall be announced at the start of each calendar year by the Executive Director in consideration of the national holidays of the Host Country. When an official holiday falls on a non-working day, the preceding or following working day which is closest to the holiday shall be observed as an official holiday.

Regulation 4. External Activities and Conflict of Interests

4.1 External Activities

4.1.1 Staff Members shall not engage in any outside occupation or employment without prior approval in writing from the Executive Director. The Executive Director shall not engage in any outside occupation or employment at a regular and repeating manner.

4.1.2 The Executive Director may authorize Staff Members to engage in an outside occupation or employment, whether remunerated or not, if:

- a) the outside occupation or employment does not conflict with the Staff Member's official functions or his or her status as an international civil servant;

- b) the outside occupation or employment is not inconsistent with the interests of AFoCO;
- c) the outside occupation or employment is permitted by local law at the duty station or where the occupation or employment occurs; and
- d) the outside occupation or employment does not conflict with the normal working hours of the Secretariat.

4.1.3 Staff Members shall not, except in the normal course of official duties or with the prior approval of the Executive Director, engage in any outside activities that relate to the purpose, activities or interests of AFoCO. Outside activities include but are not limited to:

- a) issuing statements to the press, radio or other agencies of public information;
- b) accepting speaking engagements;
- c) taking part in film, theatre, radio or television productions; and
- d) submitting articles, books or other material for publication, or for any electronic dissemination.

4.2 Conflict of Interest

4.2.1 No Staff Member shall be associated with, or hold a financial interest in, any business concern where personal benefit may derive from such association or financial interest by reason of his or her official position in the Secretariat.

4.2.2 A Staff Member who has occasion to deal in his or her official capacity with any matter in which he or she holds a financial interest, including private investments, shall disclose that potential conflict of interest to the Executive Director.

4.2.3 Ownership or holding of shares in a business shall not constitute a financial interest within the meaning of these Staff Regulations unless such ownership or holding constitutes substantial control of the business.

4.3 Engagement in Political Activities

Membership in a political party is permitted, provided that such membership does not entail action or obligation to action, contrary to these Staff Regulations. Normal financial contributions shall not be considered as an activity contrary to these Staff Regulations. Staff Members shall not engage in any political activity inconsistent with the principles, purposes and activities of the Secretariat.

4.4 Intellectual Property Rights

All rights, including title, copyright and patent rights in any work performed by a Staff Member as part of his or her official duties shall be vested in AFoCO.

Regulation 5. Executive Director and Vice Executive Director

5.1 Executive Director

5.1.1 The Executive Director is appointed by the Assembly. The Executive Director shall hold office for a term of two (2) years, renewable for not more than one (1) additional term.

5.1.2 The Executive Director shall act in accordance with the Code of Conduct of the Executive Director in Annex-2. The Executive Director shall be under the guidance of the Assembly.

5.1.3 The Executive Director shall be:

- a) responsible for coordinating the work of the Secretariat with all the Parties;
- b) responsible for the preparation, review and submission of the proposed work plan and budget which require approval by the Assembly;
- c) responsible for the preparation, review and submission of a draft annual report on the implementation of activities undertaken pursuant to the Agreement, together with an audited financial statement to the Assembly;
- d) responsible for reporting on the overall implementation of AFoCO's activities and bringing to the Assembly's attention any matter which he or she determines might impact upon the fulfillment of AFoCO's objectives;
- e) responsible for the management and implementation of programs as approved by the Assembly;
- f) responsible for concluding appropriate arrangements and other agreements with other international or national organizations and entities on behalf of AFoCO;
- g) accountable to the Assembly for the financial management of the Secretariat;
- h) responsible for recruiting Staff Members and Non-Staff Personnel in conformity with the requirements of AFoCO;
- i) responsible for preparing and executing proper guidelines for the delegation of authority to Staff Members;
- j) designated as the Depository of instruments of ratification, acceptance or

approval of, or accession to the Agreement through the delegation of the Government of the Republic of Korea in accordance with Article 18 of the Agreement;

- k) authorized to take on obligations on behalf of AFoCO upon approval by the Assembly;
- l) authorized to manage the external affairs of AFoCO;
- m) responsible for ensuring Staff Member observance of AFoCO's rules and regulations; and
- n) responsible for the achievement of AFoCO's mission and objectives.

5.2 Vice Executive Director

5.2.1 The Vice Executive Director shall be appointed by the Executive Director upon the recommendation of the Host Country. The service term of the Vice Executive Director may be extended, as per the existing regulations and practices of the Host Country.

5.2.2 Subject to the guidance and authority of the Executive Director, the Vice Executive Director shall be:

- a) responsible for supporting the Executive Director in operations and policy matters;
- b) responsible for the financial management of the Secretariat under the Financial Regulations of AFoCO; and
- c) responsible for coordination with the relevant agencies of the Host Country, and other duties and responsibilities assigned by the Executive Director.

5.2.3 In the absence of the Executive Director, the Vice Executive Director shall be the acting Executive Director.

Regulation 6. Organizational Structure

6.1 Organizational Structure

The Executive Director shall propose the organization structure and total number of staffs to be recruited along with the Work Plan and Budget for the Assembly's consideration and approval.

6.2 Classification of Staff and Posts

6.2.1 Staff Members are categorized as follows:

- a) Vice Executive Director: Vice Executive Director is a Staff Member appointed in accordance with Regulation 5.2.1.
- b) Professional staff: Staff Members whose work is analytical, evaluative, conceptual, interpretive and/or creative and thus requires the application of the basic principles of an organized body of theoretical knowledge shall be classified as Professional staff.
- c) General Service staff: Staff Members whose work is procedural, operational or technical in nature and supports the execution of the programs of AFoCO shall be classified as General Service staff.
- d) Locally recruited officials: Staff Members whose work is procedural, operational or technical in nature and supports the execution of the programs of AFoCO in a duty station other than headquarters

6.2.2 A level of a Staff Member to be placed in each post shall be determined the nature of the duties and the level of responsibilities.

Regulation 7. Recruitment and Appointment

7.1 Types of Appointment

7.1.1 A regular appointment may be granted for a period of one (1) year or more, up to five (5) years at a time, to Staff Members recruited for service of a prescribed duration, having an expiration date specified in the letter of appointment. A regular appointment may be renewed for any period up to five (5) years at a time unless the Executive Director decides to cease the renewal of the appointment based on the results of performance appraisal.

7.1.2 The Executive Director may recruit a Staff Member with a temporary appointment for a period of less than one (1) year to meet seasonal or peak workloads and specific short-term requirements, for example:

- a) To respond to an unexpected and/or temporary emergency or surge demand;
- b) To meet a seasonal or peak work requirements;
- c) To temporarily fill a position whose incumbent is on specific leave, sick leave, maternity, paternity leave, or on special assignment;
- d) To temporarily fill a vacant position pending finalization of the regular

selection process;

e) To work on a special project with a finite mandate.

7.2 Recruitment Policy

7.2.1 The Executive Director shall recruit and appoint each Staff Member according to the classifications defined in Regulation 6.2.1 and 6.2.2 based on the assigned duties and responsibilities at a level and step consistent with his or her qualifications and experiences in accordance with Regulation 6.2.1.

7.2.2 Staff Member selection shall only be on the basis of merit, equal opportunity, and without discrimination as to race, sex or religion. The selection of Staff Members shall be done in a transparent manner with an emphasis on competence and integrity.

7.2.3 For posts within the Professional category, recruitment shall be open to the nationals of the Parties of the Agreement and may also be open to applicants recommended by financially contributing countries who are not Parties to the Agreement.

7.2.4 For posts within the General Service category, recruitment shall be open to the residents of the Host Country of the Secretariat, irrespective of their nationality and of the length of time they have been in the country.

7.2.5 For posts within the Locally recruited officials category, recruitment shall be open to the residents of the country his or her duty station is located in.

7.2.6 Staff Members shall have a working knowledge of written and spoken English.

7.2.7 In the application of these Staff Regulations, AFoCO shall not recognize more than one (1) nationality for each Staff Member. When a Staff Member has been legally accorded nationality status by more than one (1) country, the Staff Member's nationality for the purposes of the Staff Regulations shall be the nationality of the country with which the Staff Member demonstrates a genuine and effective linkage.

7.2.8 Except where another equally well qualified person cannot be recruited, appointment shall not be granted to a person who has the following relationship to a Staff Member:

a) Parent;

b) Child;

- c) Sibling; or
- d) Spouse.

7.2.9 The Executive Director may engage officials from the government of the Parties or other international organizations through a special program approved under regular work plan and budget or such other arrangements with extra-budgetary sources. Terms and conditions of service of individuals engaged through those arrangements shall be considered on a case-by-case basis.

7.3 Recruitment Process

7.3.1 The recruitment process detailed in the following sub-paragraphs shall apply whenever a job opening is expected to lead to a fixed-term appointment for the selected candidate. The process may be adjusted as necessary when selecting a candidate for a position leading to a temporary appointment in order to ensure that urgent and temporary needs are met in a timely fashion.

7.3.2 AFoCO shall normally advertise job openings by posting the vacancy on its website and/or by using other appropriate advertising methods. A Party may recommend its governmental official as a candidate for an advertised vacant post in the approved organizational structure of the Secretariat. Where necessary, AFoCO may obtain the services of an executive search firm to improve access to qualified candidates.

7.3.3 Applications of candidates for vacancies advertised directly by AFoCO shall be reviewed by the Secretariat, which shall prepare a preliminary short list of applicants meeting the selection criteria. The Executive Director may decide to engage external experts in the screening process when enhanced fairness or technical expertise is required. The preliminary short list shall be transmitted to the Recruitment Committee established by the Executive Director to interview the applicants who appear to be best qualified for the position.

7.3.4 In the event an executive search firm has been engaged to identify suitable candidates, the firm shall screen the candidate and transmit to AFoCO a short list of the most qualified candidates which shall be transmitted in turn to the Recruitment Committee.

7.3.5 The Recruitment Committee shall be composed of at least three (3) members as follows:

- a) At least two (2) external expert where appropriate; and
- b) One (1) Staff Members being at the same level or above the level of the

position to be filled.

7.3.6 The Secretariat shall seat in every meeting of the Recruitment Committee with an ex officio capacity to assist and advise the Recruitment Committee.

7.3.7 The Recruitment Committee's report shall set out its evaluation of each interviewed candidates. The report shall be submitted for final decision to the Executive Director, who shall consult as necessary with relevant Staff Members before reaching his or her final decision.

7.3.8 Without prejudice to the recruitment of talent at all levels, the fullest regard shall be had, in filling vacancies, to the requisite qualifications and experience of persons already in the service of AFoCO. The Executive Director may fill such vacancies through reassignment or promotion of existing staff in accordance with Regulation 8.

7.4 Appointment Procedure

7.4.1 Prior to employment as a Staff Member, a candidate shall be required to present a medical certificate from a duly qualified medical practitioner attesting that the candidate is fit for performing his or her duties.

7.4.2 The Executive Director shall issue a letter of appointment to successful candidates for Staff Member positions. The contents of the letter of appointment are provided for in Annex-4. The appointment of each Staff Member shall take effect from the date on which the letter of appointment is issued. A letter of appointment shall be issued on a need basis and contain the terms and conditions of the appointment.

7.5 Re-Employment

7.5.1 A former Staff Member who is re-employed under conditions established by the Executive Director shall be given a new appointment unless he or she is reinstated under Regulation 7.6.

7.5.2 The terms of the new appointment shall be fully applicable without regard to any period of former service. When a Staff Member is re-employed under the present Regulation, the service shall not be considered as continuous between the prior and new appointments.

7.5.3 When a Staff Member receives a new appointment less than twelve (12) months after separation, the amount of any payment on account of termination indemnity, severance payment, relocation grants, and payment for accrued annual leave shall be adjusted so that the number of months, weeks or days of salary to be paid at the

time of the separation after the new appointment, when added to the number of months, weeks or days paid for prior periods of service, does not exceed the total of months, weeks or days that would have been paid had the service been continuous.

7.6 Reinstatement

7.6.1 A former Staff Member who is re-employed within twelve (12) months of separation from service may be reinstated if the Executive Director considers that such reinstatement would be in the interest of the Secretariat.

7.6.2 On reinstatement, the Staff Member's services shall be considered as having been continuous, and the Staff Member shall return any monies he or she received on account of separation, including termination indemnity, severance payment, relocation grants, and payment for accrued annual leave. The interval between separation and reinstatement shall be charged, to the extent possible, to annual leave, with any further period charged to special leave without pay. The Staff Member's sick leave at the time of separation shall be re-established.

7.6.3 If the former Staff Member is reinstated, it shall be so stipulated in his or her letter of appointment.

Regulation 8. Reassignment and Promotion

8.1 Reassignment

8.1.1 Reassignment shall mean any transfer of a Staff Member from one position to another at the same level. A Staff Member may be reassigned either at the initiative of the Executive Director or by expressing his or her assignment interest in due course.

8.1.2 The minimum time in assignment before a Staff Member is eligible for reassignment shall be one (1) year, unless otherwise decided by the Executive Director.

8.1.3 Reassignment may result in changes to terms and conditions of service of a Staff Member being reassigned in accordance with these Staff Regulations.

8.2 Promotion

8.2.1 Promotion may occur as a result of a decision to promote a Staff Member to a higher level during performance appraisals conducted under Regulation 9 or a decision to reassign a Staff Member selected for a position at a higher level on the condition that he or she meets the post requirements and his or her performance ratings have satisfied the level provided for in the guideline for performance appraisals mentioned in Regulation 9.2.3.

8.2.2 The salary step of a promoted Staff Member shall be the lowest in his/her new level which will provide an increase in salary at least equal to the granting of two steps in his or her old level. The date of the periodical salary increment in the higher level shall be the effective date of the promotion.

8.3 Change of Official Duty Station

8.3.1 A staff member may be reassigned from one duty station to another which is established by the AFoCO for a period no less than one (1) year, unless otherwise decided by the Executive Director.

8.3.2 The Executive Director may second a staff member, with the latter's consent, to other organization for the performance of temporary duties, training, ability development, etc., provided that such movement in no way diminishes the rights or entitlements of the staff member under his or her letter of appointment with the Secretariat.

8.3.3 The conditions of secondment under paragraph 8.3.2 above, if applicable, shall be defined in, and shall be governed by, an agreement between the Secretariat and agency or intergovernmental organization concerned.

Regulation 9. Performance Management

9.1 Purpose of Performance Appraisal

The Executive Director shall conduct performance appraisals of Staff Members for the purpose of renewing appointments, considering decisions on promotion or reassignment, awarding salary increments, providing appropriate training and development, and terminating appointments.

9.2 Conduct of Performance Appraisal

- 9.2.1 Performance appraisals shall be conducted on an annual basis, unless otherwise decided by the Executive Director.
- 9.2.2 Performance appraisals shall be conducted impartially and independent from other management functions of the Secretariat to ensure that the evaluation is without unlawful negative effect upon the Staff Members who is being evaluated.
- 9.2.3 The Executive Director shall provide a guideline for performance appraisals for this purpose.

9.3 Training and Development

- 9.3.1 The Executive Director shall be responsible for reviewing and identifying any training and development needs to meet the required level of performance of the organization.
- 9.3.2 The Executive Director shall provide necessary training and development opportunities and support to Staff Members to ensure their knowledge, skills and understanding of important forestry issues up to date, enabling them to work safely, effectively, and confidently.
- 9.3.3 Staff Members shall be responsible for taking up those training and development opportunities provided over their posts to maintain the highest standard of services.

Regulation 10. Salary and Overtime Payment

10.1 Salary

- 10.1.1 The salary of a Staff Member shall be fixed by the Executive Director in accordance with the salary scales appended in Annexes 4, 5 and 6. The Executive Director shall establish the salary scales applicable to the Staff Members appointed in the Locally recruited officials for each duty station. The salary scale shall be updated with reference to the prevailing salary scales of the United Nations Common System by the recommendation of the Executive Director and the subsequent approval of the Assembly as necessary, in consideration of inflation, market studies, budget availability, and other related factors.
- 10.1.2 On appointment, a Staff Member shall normally be placed at the first step of the level of his or her post, unless otherwise decided by the Executive Director.

10.1.3 The salary for a Staff Member in the Professional or a higher category shall be quoted in United States dollars and may be paid in Korean won. The salary of a Staff Member in the General Service category shall be quoted and paid in Korean won.

10.2 Overtime

Occasional compensatory time off shall be granted to any Staff Member who has been required to work substantial or recurrent periods of overtime when the exigencies of service permit, subject to the prior approval of the Executive Director.

10.3 Salary Increments

10.3.1 Subject to the results of performance appraisals and approval by the Executive Director, and to the existence of a higher step within the Staff Member's current level, salary increments within the level set out in the salary scale shall be awarded annually, except for increments at the higher steps of each level as indicated in the salary scales in Annex-4 and long-service step in Annex-5 and 6.

10.3.2 Salary increments shall be made effective on the first day of the pay period. In the case of a returning Staff Member from a period of leave without pay, the salary increment shall be effective on the day of his or her return to duty.

Regulation 11. Housing Allowance

11.1 Standard Housing Allowance

Based on market studies and in accordance with the level of the Staff Member, a standard housing allowance may be granted to Professional Staff Member who are not serving in their home country, provided that they and/or their spouse do not own residential property within the city the duty station is located in.

11.2. Amount of Housing Allowances

11.2.1 Upon the submission of a copy of written documents which proves the details of the rent contract, the amount of housing allowance shall be payable in the following circumstances:

- a) For a Staff Member who is serving at the Secretariat's headquarters, the amount of housing allowance shall be seventy-five per cent (75%) of the

actual amount per month up to a maximum housing allowance according to the staff rank described in Annex-4.

- b) For a Staff Member who is assigned to a duty station other than the Secretariat's headquarters, and provide that his or her rented house is of a reasonable standard, the amount of housing allowance shall be the actual amount of rent per month incurred not exceeding a maximum housing allowance according to the staff rank described in Annex-4.
- c) For a Staff Member who is seconded to other organization, he or she shall be entitled to receive housing allowance. The amount of housing allowance payable, in such case, by the Secretariat shall be the actual amount of rent per month or per day incurred not exceeding a maximum housing allowance according to the staff rank described in Annex-4.

11.2.2 If a refundable fixed deposit is required for any housing rental arrangement, the Secretariat shall support such deposit. When the deposit is provided by the Secretariat, the deposit shall be returned to the Secretariat in full at the end of the contract without any deduction.

11.3 Official Residence for Executive Director and Staff Members

11.3.1 The Executive Director and the Vice Executive Director shall be provided with official residences. Staff Members may be provided with official residences in lieu of the housing allowances.

11.3.2 If a Staff Member who is appointed or reassigned to the subsidiary organ of AFoCO is provided with the staff residence designated as annexe to the duty station, the Executive Director may decide to authorize the payment of supplementary subsistence up to USD 1,800 per month.

Regulation 12. Dependency Allowance

12.1 Eligibility

The Executive Director and Staff Members shall be entitled to a dependency allowance in respect of each dependent spouse and child.

- a) A "dependent spouse" of a Staff Member in the General Service and higher categories is a spouse whose annual gross occupational earnings, if any, do not exceed the annual salary of the lowest entry level set forth in Annex-5.
- b) A "dependent spouse" of a Staff Member in the Locally recruited officials category

is a spouse whose annual gross occupational earnings, if any, do not exceed the annual salary of the lowest entry level set forth in applicable salary scale.

- c) A “dependent child” is a Staff Member’s natural or legally adopted child who is under the age of eighteen (18) years, or who has a permanent disability regardless of age.

12.2 Certification of Dependency

A Staff Member claiming a dependency allowance must certify that he or she provides primary and continuous support for their dependent. This certification must be supported by documentary evidence satisfactory to the Executive Director.

12.3 Amount of Allowance

- 12.3.1 The dependency rate shall be one hundred United States dollars (USD 100) for a dependent spouse and one hundred United States dollars (USD 100) for each dependent child. The dependency allowance shall normally be payable monthly in accordance with such rates, unless otherwise provided by the Executive Director.
- 12.3.2 The Staff Member shall be required to support such a dependency allowance claim by documentary evidence satisfactory to the Executive Director. The Staff Member shall be responsible for reporting to the Executive Director any change in the status of a dependent that may affect the payment of any allowance.

Regulation 13 Hardship Allowance

13.1 Eligibility

The following Staff Members whose duty station is outside their country of origin, shall be entitled to hardship allowance:

- a) Staff Members who are appointed or reassigned to designated categories of duty stations set forth in Annex-10.
- b) Staff Members who are seconded to other organizations located in designated categories of duty stations set forth in Annex-10 for the performance of temporary duties, training, ability development, etc.

13.2 Amount of Hardship Allowance

The amount of this allowance, if any, and the conditions under which it will be paid shall be determined by the Executive Director taking into account the degree of difficulty of life and work at each duty station within a maximum rate set forth in Annex-10.

Regulation 14. Education Grant

14.1 Eligibility

Subject to conditions established by the Executive Director, the Executive Director and the Staff Member whose duty station is outside their country of origin shall be entitled to an education grant in respect of each dependent child, provided that the child is in full-time attendance at a school or educational institution within the country the duty station located in.

14.2 Duration

- 14.2.1 The education grant shall be payable from elementary school up to the end of the school year in which the child completes four (4) years of post-secondary studies.
- 14.2.2 The grant will not normally be payable beyond the school year in which the child reaches the age of twenty-five (25) years. If the child's education is interrupted for at least one (1) school year due to national service, illness or other compelling reasons, the period of eligibility shall be extended by the period of interruption

14.3 Amount of Education Grant

- 14.3.1 The amount of grant shall be seventy-five per cent (75%) of the paid school tuition fee up to fifteen thousand United States dollars (USD 15,000) per child. The total amount of education grant paid to one (1) Staff Member shall not exceed thirty thousand United States dollars (USD 30,000) annually.
- 14.3.2 The amount of grant to be paid shall be prorated in case his or her period of service or the child's school attendance does not cover the full school year. If a Staff Member in receipt of the education grant dies during a school year, the full entitlement for that particular school year shall be granted.

Regulation 15. Relocation Grant

15.1. Eligibility

- 15.1.1 The relocation grant is a payment of the actual cost of relocation incurred by the Executive Director and a Staff Member who is authorized to travel on appointment, reassignment or secondment for six (6) months or longer. The relocation grant shall be paid for the purpose of mobilization to an assigned duty station, as well as demobilization to the residence of origin at the end of assignment.
- 15.1.2 The relocation grant shall not be payable to the Executive Director or a Staff Member who:
- a) has a residency within commuting distance to the duty station at the time of appointment; or
 - b) has been dismissed or separated from service upon resignation or abandonment of his or her post.
- 15.1.3 A Staff Member who fails to complete at least six (6) months of service at the duty station shall not be paid for the cost of demobilization unless decided otherwise.

15.2 Payment of Relocation Grant

- 15.2.1 The relocation grant shall be the actual amount paid for the unaccompanied shipment of personal effects and household goods to and from the duty station. Any customs fees and taxes incurred during the relocation shall not be supported.
- 15.2.2 The Relocation grant shall be paid up to a maximum amount as follows:
- a) Five thousand United States dollars (USD 5,000) if traveling to a duty station outside the country of origin and have no spouse and/or dependent children;
 - b) Seven thousand five hundred United States dollars (USD 7,500) if traveling to a duty station outside the country of origin with spouse and/or dependent children;
 - c) One thousand five hundred United States dollars (USD 1,500) if traveling to a duty station from a location within the country of that duty station but beyond commuting distance and have no spouse and/or dependent children;
 - d) Three thousand United States dollars (USD 3,000) if traveling from a location within the country of that duty station but beyond commuting distance and have a spouse and/or dependent children.

Regulation 16. Annual and Other Types of Leave

A Staff Member shall be entitled to the following forms of leave upon the approval of the Executive Director.

16.1 Annual Leave

- 16.1.1 The Executive Director and Vice Executive Director shall be entitled to twenty-four (24) days of annual leave in total per year during the term of his or her appointment.
- 16.1.2 Other Staff Members shall be entitled to fifteen (15) days of annual leave on their first year of service. The provided annual leave will increase one (1) more day per year of service, but shall not exceed twenty-four (24) days per year.
- 16.1.3 Annual leave of up to seven (7) days that is not taken due to performing one's duties may be transferred to the next year.
- 16.1.4 Annual leave may be taken in units of hours, half-days, and/or days. An accumulated hourly leave of four (4) hours shall be converted and charged into a half day leave. Leave may be taken only when authorized, but the personal circumstances and preferences shall, as far as possible, be taken into consideration.
- 16.1.5 Any absence from duty, not specifically covered by other provisions in these Staff Regulations, shall be deducted from accrued annual leave, if any. When there is no accrued annual leave, the payment of salary shall be deducted for the duration of such period of absence.
- 16.1.6 Where there is remaining annual leave at the time of separation from service, compensation for up to ten (10) remaining annual leave days not taken shall be paid. Compensation for one annual leave day shall equal one thirtieth (1/30) of his or her monthly remuneration.

16.2 Sick Leave

In principle, a Staff Member who is incapacitated and unable to perform his or her duties due to illness or injury, or whose attendance to duties is prevented by public health requirements, will be granted sick leave in accordance with the following provisions:

- a) All sick leave must be approved by, and under conditions established by the Executive Director;

- b) A Staff Member appointed for longer than one (1) year may be entitled up to two (2) months of paid sick leave in any period of twelve (12) months;
- c) A Staff Member shall immediately inform their immediate supervisor of any absence from duty due to illness or injury;
- d) Any absence of more than two (2) consecutive working days which is to be charged as sick leave must be supported by a certificate from a recognized medical practitioner stating that the Staff Member is unable to perform his or her duties and indicating the probable duration of the illness.
- e) Not more than six (6) working days per year may be taken as uncertified sick leave without a medical certificate.
- f) Sick leave taken by a Staff Member in excess of the limits set in sub-paragraphs (b), (d), and (e) above shall be deducted from annual leave or charged as special leave without pay;
- g) Entitlement to sick leave shall lapse on the termination of the appointment of the Staff Member.

16.3 Maternity Leave

Subject to conditions established by the Executive Director, a Staff Member shall be entitled to maternity leave with full pay for a total period of sixteen (16) weeks.

16.4 Paternity Leave

A Staff Member shall be entitled to paternity leave with full pay for ten (10) working days. The leave may be taken continuously within one (1) year from the date of birth of the child, provided that it is completed during the year and within the duration of the contract.

16.5 Special Leave

16.5.1 Special leave, with full or partial or without pay, may be granted in cases of extended illness or for such other important reasons as the Executive Director may decide on a case-by-case basis.

16.5.2 Special leave with full pay may also be granted in the following cases:

- a) Five (5) consecutive working days on the occasion of the death of a Staff Member's spouse, child, parent, or parent-in-law;

- b) Three (3) consecutive working days on the occasion of the death of a Staff Member's grandparent or grandparent-in-law;
- c) Three (3) consecutive working days on the occasion of the death of a Staff Member's sibling or sibling-in-law;
- d) Five (5) consecutive working days on the occasion of the marriage of a Staff Member.

16.5.3 Special leave may be granted up to one (1) year for a Staff Member who is the mother or father of a newly born or adopted child aged eight or under. The amount of pay and payment schedule is determined by the relevant laws of the Host Country.

Regulation 17. Social Security

17.1. Social Insurance under the Social Security System of the Host Country

The Executive Director, Staff Members and their dependents shall be covered by the National Pension program, the National Health Insurance, the Employment Insurance, and the Industrial Accident Compensation Insurance applicable under the laws and regulations of the Host Country.

17.2 Accident and Life Insurance

The Executive Director and Staff Members shall be provided with compensation for illness, injury or death attributable to services under Accident and Life Insurance. If proper insurance systems are not available, the Executive Director shall seek alternative methods to cover those contingent situations.

Regulation 18. Official Travel

18.1 Travel Authorization

Official travel shall be requested in written form and authorized by the Executive Director before it is undertaken. In exceptional cases, a Staff Member may be authorized to travel on verbal notice but such verbal authorization shall require written confirmation unless otherwise decided by the Executive Director.

18.2 Official Travel Expenses

18.2.1 Official travel expenses shall be paid by the Secretariat in accordance with the provisions set forth in Annex-7 (Overseas Travel Expense) and Annex-8 (Domestic Travel Expense) and shall include:

- a) transportation expenses (airfare or intercity train and express bus);
- b) daily subsistence allowance;
- c) lodging allowance; and
- d) any other incidental travel expenses approved by the Executive Director.

18.2.2 No allowance other than transportation expenses shall be payable in respect of travel on appointment, reassignment or secondment, provided that the allowance may be paid for stopovers actually made during such travel under conditions established by the Executive Director.

18.2.3 On separation from service, the Secretariat shall pay the transportation expenses of a Staff Member and his or her eligible dependents to Staff Member's residence of origin. Should a Staff Member wish to go to any other place, the transportation expenses borne by the Secretariat shall not exceed the maximum amount payable for his or her return to the residence of origin, as applicable

18.2.4 Expenses arising from official travel shall be paid after completion of travel upon submission of appropriate documentation and a mission report. For air transportation, the Secretariat may purchase tickets prior to official travel.

18.2.5 If the necessity arises, the Executive Director may approve the payment of the travel costs before the mission upon submission of such request in writing by the Staff Members.

18.3 Travel Class

The Executive Director and Vice Executive Director shall be entitled to business class air transportation and express passenger fares. Other Staff Members shall be entitled to economy class air transportation and express passenger fares. In the event that the dependent spouse and dependent child of the Executive Director or Staff Member must travel with the Executive Director or Staff Member, the same conditions for their travel shall apply.

18.4 Official Travel of Staff Members

Subject to the conditions laid down in these Regulations, the Secretariat shall in appropriate

cases pay the relevant travel expenses of the Executive Director and Staff Members under the following circumstances:

- a) On initial appointment of a Staff Member;
- b) When required to travel on official business;
- c) On change of official duty station; and
- d) On separation from service of a Staff Member except in case of resignation, dismissal, or abandonment of post.

18.5 Official Travel of Dependents

The Secretariat shall pay the airfare of eligible dependents of a Staff Member recruited not from the Host Country. Travel expenses for dependents shall be payable in the following circumstances:

- a) On initial appointment for at least one (1) year;
- b) On separation from the service, provided he or she has completed not less than one (1) year of continuous service or earlier if his or her services are terminated by the Secretariat

18.6 Overseas Travel Expenses

18.6.1 Overseas travel expenses shall be paid in accordance with the standards set forth in Annex-7.

18.6.2 A daily subsistence allowance may be provided in excess of up to fifty (50) percent of established rates with prior approval by the Executive Director.

18.6.3 In case the most reasonable lodging available exceeds the pre-established rates provided in Annex-7, the Executive Director may authorize its reimbursement in actual expenses upon presentation of supporting documentation.

18.6.4 When there is no commercial lodging facilities available in the travel destination or a Staff Member stay in a non-commercial lodging facilities, the lodging allowance shall be paid at a rate of thirty United States dollars (USD 30) per night.

18.7 Domestic Travel Expenses

- 18.7.1 Domestic travel expenses shall be paid in accordance with the standards set forth in Annex-8.
- 18.7.2 For travel within the city of the duty station, the Daily Subsistence Allowance shall be twenty United States dollars (USD 20).
- 18.7.3 For travel beyond the city of the duty station, transportation paid for, or reimbursed by, the Secretariat shall be actual expenses of tickets required for transportation either by rail, air, ship, or express bus. Reimbursement of transportation costs shall be made on the basis of credit card receipts, cash receipts, or original copies of transportation tickets evidencing payment of the expenditures.
- 18.7.4 In case the cost of the most reasonable lodging available exceeds the pre-established rates provided in Annex-8, the Executive Director may authorize its reimbursement in actual expenses upon presentation of supporting documentation.

18.8 Illness or Accident during Travel

Staff Members are entitled to insurance to cover illness, injury, death, or loss of personal property in the course of their service.

18.9 Route and Mode of Transportation

- 18.9.1 Official travel shall be made by the most direct route and mode of transportation except where the Executive Director deems that the use of an alternate route or deviation in travel or mode of transportation is in the best interests of the Secretariat.
- 18.9.2 Subsistence allowance or other entitlements, including travel time, shall be limited to the permitted amount for a journey by the approved route, method and standard. A Staff Member who wishes to make other arrangements for personal convenience must obtain permission to do so in advance and shall bear all additional costs.

Regulation 19. Separation from Service

19.1 Definition

“Separation from service” means the administrative process through which a person

previously employed as a Staff Member by AFoCO will no longer have that status, and at the end of which his or her final entitlements will be established and settled. Separation from service may be as a result of any of the following:

- a) Resignation;
- b) Termination of Appointment;
- c) Expiration of Appointment;
- d) Retirement;
- e) Abandonment of Post; or
- f) Death of the Staff Member.

19.2 Resignation

A Staff Member may resign from the Secretariat by giving thirty (30) days prior written notice to the Executive Director unless otherwise specified under the terms of his or her appointment.

19.3 Termination of Appointment

19.3.1 The Executive Director may terminate the appointment of a Staff Member in any of the following instances:

- a) If it is necessary to abolish the post or reduce the number of staff;
- b) If the service of the Staff Member concerned proves unsatisfactory;
- c) If the Staff Member is incapacitated or otherwise unable to carry out assigned duties;
- d) If the Staff Member does not observe the highest degree of ethical conduct or causes a serious breach in delivery of service;
- e) If termination of the Staff Member would be in the interests of the good administration of the Secretariat; or
- f) If facts anterior to the appointment of the Staff Member concerned and relevant to his or her suitability come to light which, if they had been known at the time of his or her appointment, should have precluded his or her appointment.

19.3.2 In the event the Executive Director terminates an appointment, the Staff Member shall be informed of the grounds for such termination and be given notice as follows:

- a) Thirty (30) calendar days for fixed-term appointments;
- b) Fifteen (15) calendar days for temporary appointments.

19.3.3 The Executive Director may summarily dismiss a Staff Member for serious misconduct or gross negligence. Serious misconduct includes but is not limited to fraud, theft, physical violence, sexual abuse or exploitation, use of official status for personal gain, and serious insubordination. Gross negligence is the conscious and voluntary disregard of the need to use reasonable care in fulfilling ones' obligations as a Staff Member of AFoCO, resulting in harm to persons, property or both. No notice shall be required in cases of summary dismissal.

19.4 Expiration of Appointment

The appointment of a Staff Member shall expire automatically on the expiration date of his or her service contract without prior notice. Whenever possible, the Staff Member shall be informed in advance of the Executive Director's decision not to renew or extend the appointment at least thirty (30) days before the expiration date of a fixed-term appointment, and at least fifteen (15) days before the expiration date of a temporary appointment.

19.5 Retirement

The retirement age for a Staff Member shall be sixty (60) except for the Executive Director. Separation from service on retirement shall be effective on the last day of the month in which the Staff Member reaches retirement age.

19.6 Abandonment of Post

Abandonment of post shall be a separation from service initiated by a Staff Member other than by resignation. Absence from work in cases other than duly authorized leave shall be reported to the Executive Director no later than the second day of absence. The Executive Director shall then provide ten (10) days for the Staff Member to return to his or her post. Failure to return to work within ten (10) days shall constitute abandonment of post and the Staff Member shall be separated from service. No salary shall be paid to the Staff Member for the duration of unauthorized absence from work unless such absence was due to reasons beyond his or her control. Abandonment of post shall not be regarded as a termination within the meaning of these Staff Regulations.

19.7 Severance Payment

19.7.1 A Staff Member shall be entitled to severance payment at the time of separation from service in accordance with the rates set forth in Annex-9. The Secretariat shall establish a special reserve for severance payment and manage the fund guided by the relevant law of the Host Country.

19.7.2 Severance payments shall be made to a Staff Member who has served no less than one (1) year at the time of separation subject to one of the following conditions:

- a) Upon resignation;
- b) Upon termination of appointment;
- c) Upon expiration of a fixed-term appointment;
- d) Upon retirement from service;
- e) Upon abandonment of post; or
- f) Upon death.

19.8 Termination Indemnity

19.8.1 A Staff Member whose appointment is terminated by AFoCO prematurely shall be paid an indemnity except as provided in Regulation 19.8.4.

19.8.2. The Secretariat shall be the sole contributor of the termination indemnity. Termination indemnity shall be one (1) week's base salary for each month of uncompleted service subject to a minimum of six (6) weeks' and a maximum of three (3) months' indemnity pay.

19.8.3 A Staff Member whose appointment is terminated for unsatisfactory service or who for disciplinary reasons is separated from service for misconduct other than dismissal may be paid, at the discretion of the Executive Director, an indemnity not exceeding one half of the indemnity provided in Regulation 19.8.2.

19.8.4 Termination indemnity shall not be made to:

- a) a Staff Member who resigns, except where termination notice has been given and the termination date agreed upon;
- b) a Staff Member who has a temporary or a fixed-term appointment that is completed on the expiration date specified in the letter of appointment;
- c) a Staff Member who is dismissed;

- d) a Staff Member who abandons his or her post; or
- e) a Staff Member who is separated due to retirement.

19.9 Length of Service

Length of service shall be defined as the total period of a Staff Member's full time continuous service with the Secretariat, regardless of category or level. Continuity of such service shall not be considered to have been broken by periods of special leave without pay or of partial pay, but any such periods exceeding one (1) calendar month shall not be credited as service for the purposes of severance payment and/or termination indemnity. Periods of less than one (1) calendar month shall not affect the ordinary rates of accrual.

19.10 Certification of Service

Any Staff Member who so requests shall be given a statement relating to the nature of his or her duties and the length of his or her service. Upon the Staff Member's written request, the statement may also refer to the quality of his or her work and official responsibilities.

19.11 Last Day for Pay Purposes

When a Staff Member is separated from service, the date on which entitlement to salary, allowances and benefits shall cease shall be determined according to the following provisions:

- a) In the case of resignation, the date shall be either the date of expiration of the notice period under Regulation 19.2 or such other date as the Executive Director accepts;
- b) In the case of termination, the date shall be the date provided in the notice of termination under Regulation 19.3.2. In the case of summary dismissal, the date shall be the date on which the Staff Member is notified in writing of the decision to dismiss him or her in accordance with Regulation 19.3.3;
- c) In the case of expiration of appointment, the date shall be the date specified in the letter of appointment;
- d) In the case of retirement, the date shall be the last day of the month in which the Staff Member reaches retirement age specified in Regulation 19.5.
- e) In the case of abandonment of post, the date shall be the date of the decision by the Executive Director to terminate the appointment or the expiry date specified in the letter of appointment, whichever is earlier;

- f) In case of death, the date on which entitlement to salary, allowances and benefits ceases shall be the date of death.

Regulation 20. Ombudsperson

20.1 Appointment of an Ombudsperson

The Executive Director shall appoint a Staff Member selected by Staff Members as an ombudsperson to identify, examine and resolve issues relating to human resources policies, conditions of work and staff benefits.

20.2 Report of Misconduct to the Assembly

20.2.1 Upon receipt of a report of misconduct by the Executive Director in accordance with Regulation 23.2, the ombudsperson shall undertake an examination to establish whether there are reasonable grounds to report such alleged misconduct to the Assembly.

20.2.2 The ombudsperson's report on the alleged misconduct of the Executive Director shall be made in writing to the President of the Assembly.

Regulation 21. Disciplinary Measures

21.1 Misconduct Leading to the Imposition of Disciplinary Measures

21.1.1 Misconduct occurs when a Staff Member, by act or omission, fails to comply with his or her duties and obligations under the Staff Regulations, including the Code of Conduct, Financial Regulations and Rules, and instructions or directives issued by the Executive Director.

21.1.2 Examples of misconduct include, but are not limited to:

- a) unlawful acts such as theft, fraud, possession or sale of illegal substances, and smuggling on or off AFoCO premises, and whether or not the Staff Member was officially on duty at the time;
- b) misrepresentation, forgery or false certification in connection with any AFoCO claim or benefit, including failure to disclose a fact material to obtain that claim or benefit;
- c) assault upon, harassment of, or threats to other Staff Members;
- d) misuse of AFoCO property, equipment or files, including electronic files;

- e) misuse of office, abuse of authority, and breach of confidentiality;
- f) repeated failure to respect working hours by late arrival, early departure, or unauthorized absence from the office during working hours;
- g) unauthorized outside activities, remunerated or non-remunerated, when such activities conflict with the performance of official duties or are in conflict with the interests of AFoCO;
- h) abuse of any privileges, exemptions and immunities granted to AFoCO; and
- i) acts or behavior that could damage the reputation or credit of AFoCO.

21.2 Administrative Process for Disciplinary Measures

- 21.2.1 All reports of misconduct should be reviewed through a transparent and objective administrative process established by the Executive Director. Decisions which result in disciplinary measures, including summary dismissal, must be made only after a full and transparent investigation has been instituted where evidence clearly supports that the action taken by the Executive Director is justifiable and where the Staff Member affected has been treated fairly.
- 21.2.2 The Executive Director shall establish a Joint Disciplinary Committee which will be available to advise him or her in disciplinary cases involving Staff Members.
- 21.2.3 The Joint Disciplinary Committee shall consist of three (3) Members, namely:
 - a) the Head of Administration Division;
 - b) the Head of one other division to be appointed by the Executive Director;
 - c) one member selected by the Staff Member affected.
- 21.2.4 Charges of misconduct and supporting evidence shall be presented in writing to the Staff Member concerned no later than two (2) weeks prior to a hearing before the Joint Disciplinary Committee. The Staff Member may present a defense either orally or in writing. The Joint Disciplinary Committee shall maintain a record of its proceedings.
- 21.2.5 The Joint Disciplinary Committee shall consider a case and make a report to the Executive Director within thirty (30) days from the time a charge of misconduct is made. The Executive Director shall make a decision within one (1) week after receiving the report and recommendation of the Joint Disciplinary Committee.

21.2.6 An appeal against the Executive Director's decision on disciplinary measures may be filed in accordance with Regulation 21 within one (1) month from the time the Staff Member received notification of the decision in writing.

21.3 Administrative Leave

21.3.1 The Executive Director may place a Staff Member on administrative leave pending completion of the disciplinary process when the nature and the gravity of the alleged misconduct could pose a danger to AFoCO or to other Staff Members. Such placement is without prejudice to the rights of the Staff Member and does not constitute a disciplinary measure.

21.3.2 A Staff Member placed on administrative leave shall be informed in writing of the reason(s) for such leave and of its probable duration, which shall not normally be for more than three (3) months.

21.3.3 Administrative leave shall normally be full pay. In exceptional circumstances, the Executive Director may decide that administrative leave without pay is warranted. If the Staff Member is placed on administrative leave without pay and the charges are subsequently dropped or found not to warrant dismissal, the Staff Member shall retroactively be restored to full pay status.

21.3.4 A Staff Member placed on administrative leave may not enter AFoCO premises without requesting and obtaining the Executive Director's permission.

21.4 Forms of Disciplinary Measures

21.4.1 Once the Executive Director has determined that misconduct has occurred, one or more disciplinary measure proportionate to the gravity of the misconduct may be imposed. Disciplinary measures may take the form of one or more of the following:

- a) Written censure;
- b) Deferment for a specified period of eligibility to be considered for a salary increment within the same pay band;
- c) Salary decrease by lowering the placement of the Staff Member within a pay band or by demoting the Staff Member to a lower level;
- d) Suspension with half pay for a specified period;
- e) Dismissal; or

f) Summary dismissal, in which case the Staff Member shall be dismissed without prior notice and shall not receive any termination indemnity.

21.4.2 An oral or written reprimand given by a supervisor is not a disciplinary measure and shall not require compliance with the provisions of Regulation 21.2.

21.5 Confidentiality of Disciplinary Proceedings

21.5.1 Inclusion in the official record of service of Staff Member of documents relating to a disciplinary proceeding shall be limited to the following:

- a) the Executive Director's letter informing the Staff Member concerned of the decision to impose one or more disciplinary measures; and
- b) related communications required for the implementation of such decision.

21.5.2 Any other documents, including the disciplinary charges and related evidence, and the Staff Member's comments and related evidence, shall remain confidential and may not be included in the Staff Member's official record of service with AFoCO.

Regulation 22. Dispute Resolution

22.1 Filing for the Use of Dispute Resolution Process

Staff Members may file an application for the use of the Dispute Resolution Process regarding administrative decisions, disciplinary measures, and issues regarding the duties and responsibilities of Staff Members.

22.2 Establishment of Dispute Resolution Process

The Executive Director shall establish a Dispute Resolution Process to resolve all disputes brought by Staff Members.

Regulation 23. Whistleblower Policy

23.1 Obligation of Reporting Cases of Misconduct

A Staff Member has the duty to report any breach of AFoCO's rules and regulations that he or she observes initially internally to the ombudsperson or to the Executive Director. A Staff Member is also obliged to cooperate with duly authorized audits and investigations, as required and as appropriate. A Staff Member shall not be retaliated against for complying

with these duties.

23.2 Report of Misconduct

The report of misconduct should be made as soon as possible and not later than one (1) year after the individual becomes aware of the alleged misconduct. The individual must make the report in good faith and must submit information or evidence to support a reasonable belief that misconduct has occurred.

23.3 Cooperation of Investigation

The Staff Member who makes a report under Regulation 23.1 and 23.2 should cooperate in good faith with any duly authorized investigation.

23.4 Whistleblower Protection

A Staff Member reporting any misconduct shall be protected against retaliation when the Staff Member is reporting a breach of AFoCO's rules and regulations and cooperating with the duly authorized investigations thereof.

Regulation 24. Beneficiaries

24.1 Nomination

A Staff Member shall nominate a beneficiary or beneficiaries in writing in the prescribed form at the time of appointment. The Staff Member shall notify the Executive Director of any changes of beneficiaries within a reasonable time.

24.2 Payment

In the event of the death of a Staff Member, all amounts due to such Staff Member shall be paid to his or her nominated beneficiary or legal beneficiaries. Such payment shall accord the Secretariat a complete release from all further liability in respect to any sum so paid.

Regulation 25. Duty to Supply Information

A Staff Member has the duty to supply whatever relevant information may be required for the

purpose of determining his or her status under these Staff Regulations, or for completing administrative arrangements in connection with the appointment.

Regulation 26. Final Provisions

26.1 Enforcement of Staff Regulations

These Staff Regulations shall be effective on 1 January following the year in which the Assembly approves.

26.2 Interpretation of the Staff Regulations

In case of doubt as to the interpretation of the modalities of application of the Staff Regulations, the Executive Director shall be guided by practice in the other international organizations as well as other public organizations of the Host Country.

26.3 Amendment of Staff Regulations

26.3.1 These Staff Regulations shall be supplemented or amended upon proposal by the Executive Director and subsequent approval by the Assembly. Any amendment of these Staff Regulations shall be without prejudice to any condition of service specified in Staff Member's letter of appointment.

26.3.2 Any Staff Member may introduce a proposal for an amendment of these Staff Regulations in writing to the Executive Director. The Executive Director, at his or her discretion, may submit such a proposal for consideration of the Assembly.

Annex 1. Code of Conduct for Staff Members

1. The purpose of the Code of Conduct for Staff Members (hereinafter, the “Code”) is to elaborate on the basic principles set out in the Staff Regulations to assist in the achievement the objectives of AFoCO as defined in the Agreement.
2. This Code provides that efficiency, competence, merit and integrity shall be necessary considerations in the recruitment and employment of the staff, taking into account the principle of gender equality. This fundamental requirement is the basis for AFoCO’s core values: professionalism, integrity and respect for diversity, all of which underpin the specific obligations placed on Staff Members.

Professionalism

3. Staff Members shall demonstrate the highest standards of competence and efficiency and shall meet their professional goals and commitments with a view to achieving the objectives of AFoCO rather than their personal concerns.

Integrity

4. Integrity is a core value to be demonstrated by Staff Members in all aspects of their professional conduct and personal behavior. Integrity includes honesty, truthfulness, impartiality, reliability, and incorruptibility. Staff Members should be aware that the reputation of AFoCO can be tarnished by their failure to live up to the highest standards of integrity and of the need for them to take prompt and appropriate action to deal with improper behavior in the work place.

Respect for Diversity

5. Diversity of the workplace is an invaluable asset to the accomplishment of AFoCO mission, as it brings together individuals from different backgrounds, cultures, genders and professional experience. Staff Members are expected to welcome and respect diversity of persons and points of view, and its potential to enrich the work done by AFoCO.

Professional Obligations

6. Staff Members are subject to the authority of the Executive Director including his or her decisions on assignment of any Staff Member to any of the activities of AFoCO.
7. Staff Members shall faithfully and diligently perform all aspects of their official duties in an efficient, competent and professional manner. In the exercise of their functions, they shall not act beyond the scope of their authority. They shall follow directions and instructions properly given by the Executive Director and/or their supervisors.
8. Staff Members shall not use their office or the knowledge gained from their official functions for private advantage or for the private advantage of any third party.
9. Staff Members shall exercise the utmost discretion with regard to all matters of official business. They shall not communicate to any Government, entity, person or other third party any information known to them by reason of their official position that they know or ought to have known has not been made public, except as appropriate in the normal course of their duties or by authorization of the Executive Director. These obligations do not cease upon separation from service.

Independence

10. Staff Members shall maintain their independence, serve the interests of AFoCO only and shall not seek or accept instructions from governments or their representatives in regard to the performance of their duties.

Respect for Human Rights

11. Staff Members shall fully respect the human rights, dignity and worth of all persons and shall act with understanding, tolerance, and sensitivity and respect for diversity and without discrimination of any kind. No Staff Member shall engage in harassment or sexual harassment against an individual or group of individuals on any basis or in any form.

12. Staff Members shall not seek to obtain confidential information including personnel files, medical records, and information concerning audits, investigations, appeals and disciplinary actions unless they have been specifically authorized to do so for the performance of their official functions. Should they become aware of such information other than in the context of their official duties, they are prohibited from disseminating it, and should report the fact that confidentiality has been breached to the official responsible to protect the confidentiality of the information that has been disclosed.

Conflict of Interest

13. Staff Members shall arrange their private interests in a manner that will prevent actual, potential or apparent conflicts of interest from arising, but if such a conflict does arise between their private interest and their official duties and responsibilities, the conflict shall be disclosed and resolved in favor of the interest of AFoCO.

Abuse of Authority

14. Staff Members shall not use the authority entrusted to them, in particular by taking advantage of colleagues, beneficiaries or other individuals or groups, for financial, political, sexual or other gain.

Gifts, Honors, or Other Benefits

15. Regulation 2 of the Staff Regulations, restricts the possibility for Staff Members to accept any gifts, honor, favor of any monetary value from sources external to AFoCO which may bring into question their independence, impartiality and integrity, unless the acceptance of such gifts, honors, favors and/or other benefits is pursuant to applicable policies and regulations.

Administration of the Code

16. The present Code will be applicable to all Staff Members. Unless otherwise specified, these obligations also apply to all other personnel performing functions at the request of AFoCO, whether on the basis of an employment agreement, a consultancy contract or

on some other basis. The terms of service of such personnel shall make the Code applicable to them, and they shall be required to acknowledge that they have received a copy of the Code.

17. Staff Members shall comply with the values and principles contained in the present Code with their obligations under the Staff Regulations, Financial Regulations, and any other guidelines issued by the Executive Director.

Annex 2. Code of Conduct for the Executive Director

1. Subject to the authority of the Assembly, the Executive Director shall exercise the functions of chief administrative officer of the Secretariat and shall perform such duties as may be specified in AFoCO's rules and regulations and/or as may be assigned to him or her by the Assembly.
2. The Executive Director shall be subject to the Staff Regulations of the Secretariat in so far as they can be applied to him or her. In particular the Executive Director shall not hold any other administrative post, and shall not receive emoluments from any outside sources in respect of activities relating to the Secretariat. The Executive Director shall not engage in business or in any employment or activity which would interfere with his or her duties in the Secretariat.
3. The Executive Director, during the term of this appointment, shall enjoy all the privileges and immunities in keeping with the office by virtue of AFoCO and any relevant arrangements already in force or to be concluded in the future.
4. The Executive Director shall demonstrate a commitment to:
 - a) Exercise authority in compliance with all pertinent regulations, rules and all relevant policies and guidelines;
 - b) Shape, guide and support the Secretariat's commitment to an ethical culture by ensuring that all Secretariat decisions and actions are informed by accountability, transparency, integrity, respect and fairness;
 - c) Responsible stewardship of resources, including:
 - (i). Responsible management of financial resources;
 - (ii). Appropriate management of human resources in alignment with Assembly Members.
 - d) Implementation of independent audit recommendations;
 - e) Timely issuance of official documentation;
 - f) Ongoing professional development.
5. Failure to comply with this Code of Conduct may result in action by the Assembly in accordance with the Staff Regulations of AFoCO.
6. In cases of gross negligence and serious misconduct, the appointment of the Executive Director may be terminated by the Assembly. A panel made up of the President of the Assembly, the Vice-President of the Assembly and three of the Representatives of the Parties acting on behalf of the Secretariat will convene to review relevant investigation

findings and will recommend to the Assembly whether or not to terminate the contract of the Executive Director. The panel may decide to suspend the Executive Director until the Assembly makes a decision.

7. The current Executive Director shall ensure that the issue of appointment of the next Executive Director is on the agenda of the Assembly session that occurs at least one year before the end of his or her term.
8. The Executive Director may at any time give six (6) months' notice of resignation in writing to the President of the Assembly, who is authorized to receive such resignation on behalf of the Assembly; in which case, upon the expiration of the said period of notice, the Executive Director shall cease to hold the appointment.

Annex 3. Letter of Appointment

1. The letter of appointment shall state:

- a) the designation and nature of appointment;
- b) the date of commencement of appointment/service;
- c) the period of appointment and notice period required for termination of service;
- d) the commencing salary and emoluments and other benefits attached to the position as provided for in the Staff Regulations;
- e) mobilization and demobilization allowances;
- f) any special conditions that may be applicable; and
- g) Terms of Reference for the position.

2. A copy of the Staff Regulations shall be presented to the Staff Member with a letter of appointment.

Annex 4. Salary Scales for Professional and Higher Categories Showing Annual Gross Salaries and Ceiling Rates for Housing Allowances

1. The annual salary and related allowances for Professional and higher categories, as stipulated in Staff Regulations 6 and 10 shall be paid in accordance with the following rates.
2. The annual salary scale of Staff Members in Professional and higher categories shall be in United States dollar. If any salary is to be paid in Korean won, the rate of exchange shall be USD 1 = KRW 1,144.

Category	Level	STEPS a/ (in United States dollars)											Ceiling Rate for Housing Allowances (USD per annum) (Official residence)					
		I	II	III	IV	V	VI	VII	VIII	IX	X	XI		XII	XIII			
Executive Director	ASG	174,373																
Vice Executive Director	D-2	139,500	142,544	145,589	148,637	151,788	155,018	158,248	161,479	164,709	167,939	*	*	*	*	*	*	
	D-1	124,807	127,483	130,160	132,837	135,506	138,183	140,857	143,529	146,207	148,880	151,648	154,483	157,320	*	*	*	
Professional	P-5	107,459	109,734	112,011	114,284	116,561	118,834	121,113	123,387	125,663	127,937	130,214	132,486	134,764	*	*	*	30,000
	P-4	88,351	90,374	92,396	94,418	96,441	98,462	100,529	102,724	104,919	107,114	109,314	111,504	113,701	*	*	*	30,000
	P-3	72,478	74,349	76,221	78,091	79,964	81,836	83,707	85,582	87,451	89,324	91,199	93,068	94,942	*	*	*	25,000
Professional	P-2	55,955	57,629	59,303	60,976	62,651	64,328	66,003	67,674	69,350	71,022	72,696	74,374	76,045	*	*	*	25,000
	P-1	43,371	44,672	45,973	47,275	48,575	49,877	51,287	52,708	54,129	55,551	56,971	58,391	59,812	*	*	*	25,000
	JP-2	37,876	39,012	40,149	41,286	42,421	43,558	44,789	46,030	47,271	48,513	49,753	50,993	52,234	*	*	*	20,000
Professional	JP-1	33,077	34,070	35,062	36,055	37,046	38,039	39,115	40,198	41,282	42,367	43,450	44,533	45,616	*	*	*	20,000

a/ The normal qualifying period of in-level movement between consecutive steps is one year, except at those higher steps marked with an asterisk, for which a two years period at the preceding step is required.

Annex 5. Salary Scales for General Service Categories Showing Annual Gross Salaries

1. The annual salary scale for General Service categories, as stipulated in Staff Regulations 6 and 10, shall be paid in accordance with the following rates.
2. The annual salary scale of Staff Members in General Service categories shall be in thousands of Korean won.

Category	Level	STEPS (in thousands of Korean Won)															
		I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV	XVI a/
General Service	GS-4	54,776	56,219	57,662	59,105	60,549	61,992	63,435	64,878	66,397	67,945	69,493	71,041	72,588	74,136	75,684	77,232
	GS-3	45,972	47,195	48,418	49,641	50,864	52,086	53,309	54,532	55,755	56,978	58,201	59,424	60,647	61,870	63,093	64,316
	GS-2	38,371	39,358	40,345	41,332	42,319	43,306	44,324	45,351	46,378	47,405	48,432	49,459	50,486	51,514	52,541	53,568
	GS-1	30,984	31,786	32,589	33,392	34,194	34,997	35,799	36,602	37,405	38,207	39,010	39,812	40,615	41,418	42,220	43,023

a/ Long-service step

The qualifying criteria for in-level increases to the long-service step are as follows:

- (a) The staff member should have had at least 20 years of service within the United Nations Common System and five years of service at the top regular step of the current level.
- (b) The staff member's service should have been satisfactory.

Annex 6. Salary Scales for Locally Recruited RETC Officials Showing Annual Gross Salaries

1. The annual salary scale for Locally Recruited RETC Officials, as stipulated in Staff Regulations 6 and 10, shall be paid in accordance with the following rates.
2. The annual salary scale of Locally Recruited RETC Officials shall be in United States dollar.

Category	Level	STEPS (in United States dollars)												
		I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII a/
RETC Officials	GS-7	23,077	24,108	25,139	26,170	27,201	28,232	29,264	30,295	31,326	32,357	33,388	34,419	35,451
	GS-6	20,117	21,021	21,925	22,829	23,732	24,636	25,540	26,444	27,348	28,252	29,156	30,060	30,964
	GS-5	17,642	18,396	19,151	19,905	20,694	21,487	22,281	23,074	23,868	24,661	25,455	26,248	27,042
	GS-4	15,477	16,138	16,800	17,462	18,123	18,785	19,447	20,114	20,810	21,506	22,203	22,899	23,595
	GS-3	13,346	13,915	14,484	15,053	15,622	16,191	16,760	17,330	17,899	18,468	19,037	19,606	20,184
	GS-2	11,309	11,791	12,274	12,757	13,240	13,722	14,205	14,688	15,170	15,653	16,136	16,619	17,101
	GS-1	9,417	9,821	10,225	10,628	11,032	11,436	11,840	12,243	12,647	13,051	13,454	13,858	14,262

a/ Long-service step

The qualifying criteria for in-level increases to the long-service step are as follows:

- (a) The staff member should have had at least 20 years of service within the United Nations Common System and five years of service at the top regular step of the current level.
- (b) The staff member's service should have been satisfactory.

Annex 7. Overseas Travel Expenses

Overseas travel subsistence allowances will be paid in accordance with the following rates:

Staff Rank	Daily Subsistence Allowance	Travel cost	Lodging Allowance (per night)
Executive Director and Vice Executive Director	USD 150	Actual Expenses	Fixed rate of USD 120 or actual expenses up to USD 150
Professional Staff	USD 120	Actual Expenses	Fixed rate of USD 96 or actual expenses up to USD 120
General Service Staff	USD 120	Actual Expenses	Fixed rate of USD 96 or actual expenses up to USD 120

Annex 8. Domestic Travel Expenses

Domestic travel subsistence allowances will be paid in accordance with the following rates:

Staff Rank	Daily Subsistence Allowance	Travel cost	Lodging Allowance (per night)
Executive Director and Vice Executive Director	USD 70	Actual expenses	Fixed rate of USD 120 or actual expenses up to USD 150
Professional Staff	USD 50	Actual expenses	Fixed rate of USD 96 or actual expenses up to USD 120
General Service Staff	USD 50	Actual expenses	Fixed rate of USD 96 or actual expenses up to USD 120

Annex 9. Severance Payment

Severance Payment shall be calculated as shown below. A Staff Member's base salary for this purpose shall be the average salary received for the last three months leading up to the time of separation.

$$\text{Severance Payment} = 1\text{month base salary} \times \left(\text{years of service} + \frac{\text{days of service}}{365} \right)$$

Annex 10. Hardship Allowance

Hardship allowance will be paid in accordance with the following rates depending on the level of Staff Member and the location of duty station.

Hardship Category of Duty Station	Hardship Allowances (Annual amount in United States dollars)	
	Professional and General Service Staff	D1, D2
A		
B	6,300	8,140
C	11,616	15,110

Hardship Classification <i>(to be updated with reference to prevailing standard of the United Nations Common System)</i>		
Country	City	Hardship Category
Bhutan	Thimphu	C
Brunei Darussalam	Bandar Seri Begawan	A
Cambodia	Phnom Penh	B
Indonesia	Bogor	A
	Jakarta	A
	Medan	A
Kazakhstan	Almaty	A
	Astana	A
Lao PDR	Vientiane	B
Malaysia	Kuala Lumpur	A
Mongolia	Ulan Bator	B
Myanmar	Mandalay	B
	Nay Pyi Taw	C
	Yangon	B
Philippines	Metro Manila	A
Singapore	Singapore	A
Thailand	Bangkok	A
Timor-Leste	Dili	C
Viet Nam	Hanoi	A
	Ho Chi Minh	A