



INTERNATIONAL COTTON ADVISORY COMMITTEE

STAFF REGULATIONS

(As Approved by the Standing Committee on November 17, 1998)

ARTICLE I - OBLIGATIONS OF STAFF MEMBERS

Section 1

The Executive Director and all members of the staff of the Committee are international civil servants, and their responsibilities are not national but exclusively international.

Section 2

All members of the Secretariat shall, upon accepting appointment subscribe to and sign the following declaration:

"I solemnly undertake to exercise in all loyalty, discretion, and conscience the functions entrusted to me by the Committee as a member of its staff, to discharge those functions and regulate my conduct with the interests of the Committee in view and will not seek or accept instructions in regard to my discharge of those functions from any government or other sources external to the authority of the Committee".

Section 3

All members of the staff are subject to the authority of the Executive Director and are responsible to him in the discharge of their official duties.

Section 4

Any immunities or privileges which may be attached to the Committee and, as appropriate, to its employees, are conferred in the interest of the Committee according to established international practices. In the cases where any question regarding such immunities and privileges arises, the matter shall be reported to the Executive Director who shall decide what action, if any, shall be taken.

Section 5

Members of the staff shall exercise the utmost discretion in their conduct and in discharge of their official duties. They shall not reveal or communicate any unpublished or classified information known to them by reason of their employment by the Committee, except in the regular course of discharging their staff functions or by specific authorization of the Executive Director.

Section 6

No member of the Secretariat shall:

(a) Accept any honor, decoration, favor, gift or fee from any government or from any other source external to the Committee because of his employment by the Committee, except by specific authorization of the Standing Committee.

(b) Become a candidate for an office of a political nature, or

(c) Assume other employment which in the opinion of the Standing Committee is incompatible with the proper discharge of his staff functions.

ARTICLE II - CONDITIONS OF EMPLOYMENT

Section 1 - Appointment

- (a) The basic emoluments and contract of the Executive Director shall normally be determined by a Plenary Meeting of the ICAC on the recommendation of the Standing Committee.
- (b) The Standing Committee is authorized to appoint and make changes in the terms of employment of the Executive Director in the interim period between Plenary Meetings.
- (c) The number of positions in the Secretariat and the designation of positions other than that of the Executive Director shall be determined by the Standing Committee.
- (d) Senior appointments shall be made by the Standing Committee upon the recommendation of the Executive Director.
- (e) All other appointments shall be made by the Executive Director. The Executive Director may employ part time personnel at the appropriate hourly rate or on a contractual basis provided that any expenditures so incurred fall within the budget.
- (f) Selection shall be made on a competitive basis. Due regard shall be paid, however, to the importance of recruiting staff on as wide a geographical basis as possible.
- (g) The terms of employment of all positions in the Secretariat other than that of the Executive Director shall be the responsibility of the Executive Director.
- (h) All members of the Secretariat shall be treated equitably and shall not be subject to discrimination as a result of their employment by the Committee or their citizenship.
- (i) The Executive Director shall receive a letter of appointment signed by the Chairman of the Standing Committee. Other members of the Secretariat shall receive a letter of appointment signed by the Executive Director. In every instance the letter shall state the title of the position; the initial salary rate or other basis of remuneration; the tenure of appointment; the period of probation, if any, the place recognized as the appointee's home; and any special conditions which may relate to the appointment. The letter should also state that the appointment is subject to the Staff Regulations of the Committee, a copy of which shall be attached. The letter of appointment will contain the following language: This document constitutes the entire Agreement between the parties and supersedes all previous and contemporaneous understandings and agreements between them. The parties to this Agreement hereby acknowledge that there exists no agreements, promises or understandings except as set forth herein. This Agreement and the terms and conditions under which the employee is employed by ICAC can only be modified in a written document signed by all parties, or through the adoption by ICAC of supplements or amendments to Staff Regulations. The person accepting appointment shall sign and submit to the Chairman of the Standing Committee or the Executive Director, as appropriate:

(1) A letter of acceptance, stating that he agrees to the conditions set forth in the letter of appointment, and

(2) A copy of the declaration prescribed in Article 1, Section 2, no later than the first day of employment.

The letter of appointment and the letter of acceptance shall constitute a contract for employment.

Section 2 - Medical Examination

- (a) All persons appointed to regular employment on the Secretariat may be required to undergo a medical examination by a duly qualified medical practitioner designated by the Executive Director. The cost of this

examination shall be borne by the Committee. The appointment becomes void if the medical certificate indicates that the appointee's condition would interfere with the proper discharge of his duties or affect the normal functioning of the Secretariat.

(b) During the course of employment, personnel may also be required to undergo a medical examination, the cost of which shall be borne by the Committee.

Section 3 - Tenure of Appointment

Appointees may be employed as follows:

(a) On a permanent basis or

(b) On a monthly, weekly, daily or part-time basis, as determined by the Executive Director. However, in the interest of the continuous and efficient operation of the Secretariat and the security of the employees, all full time employees of the Committee shall be considered to be on a permanent basis.

Section 4 - Probation

Appointment to the Secretariat may require service for a probationary period, not to exceed six months, at the end of which, by written notice to the appointee, either:

(a) the appointment will be terminated with appropriate notice, or

(b) the appointment will be confirmed as no longer probationary.

Section 5 - Job Description and Performance Review

A job description will be prepared for all staff positions in the Secretariat, with the exception of the Executive Director, stipulating the duties and requirements of the position. All such positions will be subject to a performance review, conducted at least annually by the Executive Director. A written appraisal of the performance of each employee will remain on file at the Secretariat and may be reviewed by the Standing Committee. All employees will have the opportunity to attach written comments to this appraisal. The job description of the Executive Director is specified in Article VII of the Rules and Regulations of the Committee. The Standing Committee may conduct a performance review of the Executive Director.

Section 6 - Research Associates

At the request of any member government, and if funds have been budgeted for this purpose, qualified statisticians or economists may be appointed temporarily to the Secretariat for training purposes in the capacity of research associates. Research associates shall be subject to the supervision and direction of the Executive Director and shall conform in every way to the Staff Regulations of the Secretariat as appropriate. The Committee will pay the travel and subsistence expenses of appointed associates. Additional research associates are welcome at no cost to the Committee. The appointment of a research associate may be summarily terminated by the Committee for breach of any of the conditions of appointment.

Section 7 - Promotions

Vacancies shall so far as practical be filled by the promotion of existing personnel, with due regard to the specific requirements of the Committee.

Section 8 - Hours of Work

The normal working week for the staff shall be 40 hours exclusive of the luncheon interval. Subject to the approval of the Executive Director, members of the staff assigned to secretarial or clerical duties shall be

entitled to compensation in the form of overtime pay for hours worked in accord with the laws of the District of Columbia.

Section 9 - Retirement Age

The normal retirement age is 65. An employee will be expected to retire prior to his 65th birthday, unless special action is taken by the Standing Committee to extend his period of service.

Section 10 - Resignation and Termination of Employment

(a) Any member of the Secretariat may resign his position by giving notice in writing as follows:

Executive Director - 6 months
All other members - 3 months

The Standing Committee, in the case of the Executive Director, and the Executive Director, in the case of other members of the Staff, may, at their discretion, accept resignations on shorter notice.

(b) The Standing Committee may terminate the appointment of the Executive Director, and the Executive Director the appointment of any member of the Staff:

- (1) if the Committee is dissolved,
- (2) If changes in the work program of the Committee require the abolition of the position or a reduction in staff,
- (3) If the conduct or services of the person concerned prove unsatisfactory,
- (4) for disciplinary reasons,
- (5) for medical incapacity, or
- (6) when, in the discretion of ICAC, it is in the best interests of the organization.

(c) If a member of the Secretariat is relieved of his duties, the following notice, in writing, shall be provided:

Executive Director - 6 months
All other members - 3 months

However, the above requirements for notice shall not apply in the case of dismissal for disciplinary reasons or in the case of unsatisfactory conduct or services or when the appointment is terminated by mutual agreement.

(d) In the event appointments are terminated as specified in sub-section (b) (1), (b) (2), or (b) (5) of this Section the Executive Director and members of the Secretariat shall be entitled to severance pay equivalent to one month's compensation for each completed year of service provided that such severance pay shall not exceed the equivalent of 12 months' salary.

Section 11 - Employee Liability Insurance

The Committee undertakes to carry insurance that will provide all employees benefits as afforded by the U.S. Act of May 17, 1928 (45 Stat. 600), as amended, entitled — An Act to Provide Compensation for Disability or Death Resulting from Injury to Employees in Certain Employments in the District of Columbia, and for Other Purposes — and will avail itself of the limitation of its liability provided by the Act. The benefits include compensation for work time lost by reason of specified work-connected accidents and medical care necessary as a result of such accidents.

Section 12 - Reimbursement of Taxes

The Committee will reimburse members of the staff for the United States Federal and State or District of Columbia taxes they must pay on their incomes or severance pay from the Committee.

Section 13 - Retirement Plan

Every full-time employee of the Committee, as a condition of employment, shall become a participant under the Staff Retirement Plan beginning the first day of the month next succeeding the date of his employment.

Section 14 - Insurance Plan for Secretariat

As a condition of employment with the Committee, each employee is required to participate in the Committee insurance plan for life, disability income and health, the premiums to be borne in the ratio of two-thirds by the Committee and one-third by the employee.

Section 15 - Leave

Annual leave on full pay subject to the exigencies of service determined by the Executive Director shall be granted to members of the staff as follows:

(a) All staff members, except those appointed on a daily or a part-time basis, shall be entitled to annual leave at the cumulative rate of 2-1/2 working days for each calendar month of service. An employee who begins work after the first of the month but on or before the 15th shall be entitled to 1-1/4 days annual leave for that calendar month.

(b) Unless otherwise determined by the Executive Director because of the exigencies of the service, members of the staff shall take at least half of their annual leave in the course of the calendar year in which the leave is earned. The remainder of any leave due for the year may be carried forward provided always that the total amount of accumulated annual leave at the end of a calendar year shall not exceed 60 working days. Postponement of leave due to exigencies of service shall not exceed three months.

(c) On separation from the service of the Committee, a member of the staff who, for reasons of exigencies of service has been unable to exhaust the annual leave to which he is entitled, shall be paid a sum of money equal to the rate of salary payment times the number of days, which shall in no instance exceed 60 days pay. In the event of death, payment in lieu of accumulated leave under the terms of this section shall be made by the Committee.

(d) Special leave, with or without pay, may be granted by the Standing Committee for advanced study or research in the interests of the Committee. The Executive Director may at his discretion grant special leave, with or without pay, for exceptional or urgent reasons. The Chairman of the Standing Committee may grant to the Executive Director special leave for exceptional or urgent reasons.

(e) Staff members, except those appointed on a daily or part-time basis, shall be entitled to accumulated sick leave on full pay at the rate of 1-1/2 working days for each completed month of service. An employee who begins work after the first of the month but on or before the 15th, shall be entitled to 3/4 of a day's sick leave for the balance of that calendar month. An employee who leaves the Committee after the 15th but before the end of the month shall be entitled to 3/4 of a day's sick leave for that calendar month.

(f) A member of the staff who is absent on account of illness or accident for more than three consecutive working days may be required to file with the Executive Director a certificate from a duly qualified medical practitioner stating that the staff member is unable to perform his duties, and indicating the nature and probable duration of the disability. Sick leave continuing beyond the stipulated period shall be allowed only upon production of a further medical certificate.

(g) Maternity leave will be granted up to a maximum of three months. The employee may use accumulated sick leave and annual leave up to this maximum. In the event that the accumulated sick leave and annual leave is less than three months, the employee will be allowed unpaid leave for the balance of this period.

(h) On the exhaustion by any member of the staff of the sick leave or annual leave to which he is entitled, the Executive Director may either grant additional leave without pay or upon subsequent absence without leave terminate the appointment.

(i) Any claim to sick leave which a member of the staff may have on the date on which the termination of his appointment is effective shall be cancelled, except that in the case of illness which necessitates termination of the appointment on grounds of incapacity, the employee shall be allowed to exhaust any accumulated leave.

Section 16 - Duplication of Benefits

It shall be the policy of the Committee that no benefits be paid to employees which duplicate the benefits provided by other international organizations.

ARTICLE III - TRAVEL AND TRANSPORTATION

Section I

Subject to the conditions prescribed in these Staff Regulations the Committee will reimburse travel and removal costs incurred as follows:

(a) On appointment - staff members and their primary dependents from the place recognized by the Committee as their place of residence and specified in the original contract to the Washington, D.C. metropolitan area.

(b) On termination of employment (except on resignation before completing two years service with the Committee) - staff members and their primary dependents from Washington, D.C. to the place recognized as their residence at the time of appointment. If under this section an employee elects to transfer to another place or country, the Committee will defray travel and removal costs incurred up to the amount equivalent to the cost of returning him to the original residence specified in his contract.

(c) Staff members travelling on official business.

(d) Non-employees travelling on official business of the Committee.

Section 2 - Authorization for Travel

(a) The Executive Director may authorize travel in accord with the annual budget of the Committee.

(b) As a general rule, transportation on official business shall be by the most direct route, and in the most economical fashion consistent with the requirements of the Committee.

(c) The Committee will pay the travel and subsistence expenses actually incurred.

The following expenses are allowable:

(1) Transportation fares and, if authorized by the Executive Director, use of a privately owned vehicle.

(2) Fees in connection with issuance of passports, visas, and charges for inoculations.

- (3) Transfer of baggage to and from terminals,
- (4) Excess baggage transportation charges on authorization by the Executive Director if such charges are reasonable in terms of purpose and circumstances of travel.
- (5) Charges for storing and checking baggage.
- (6) Cost of insurance on actual value of baggage.
- (7) Subsistence expenses of traveller, such as charges for meals, lodging, laundry and cleaning, tips and gratuities to service personnel, and other necessary incidental expenses.

Section 3 - Advance of Funds

The Executive Director is authorized to advance funds to cover expenses for approved travel.

Section 4 - Accident Insurance

The Committee will provide travel accident insurance for staff members travelling on authorized official business in an amount equal to three times annual salary.

Section 5 - Illness during Travel

The Committee will reimburse staff members for reasonable hospital and medical expenses not covered by other arrangements which may be incurred by a staff member who is injured or becomes ill in line of duty while in travel status on official duty.

Section 6 - Removal Costs

Requests for the removal of personal goods of newly appointed or terminated members shall be made in writing to the Executive Director. The request shall include estimates of cost from three firms. Reimbursable costs shall include estimates of the actual cost of direct transportation, packing, crating, unpacking, uncrating, local transportation, any intertransit storage due to unavoidable transportation delays and insurance. The maximum weight allowance, inclusive of packing crates and lift vans, shall be 4,500 kgs. for a staff member without dependents, 6,000 kgs. for a staff member with dependents.

The method of transportation employed shall be reasonable in terms of cost and available means. The valuation of the insurance covering the property in transit shall not exceed the actual value of the property nor be in an amount greater than that necessary to replace normal household goods. By mutual arrangements between the Executive Director and the employee, the Committee may make a payment in lieu of removal costs.

Section 7 - Installation Allowance

New staff members joining the organization from outside the Washington metropolitan area shall be paid an allowance to assist them while finding adequate housing. The allowance shall be paid only during the period while the member is living in temporary accommodations and only for a maximum period of 30 days, in an amount not to exceed one month's salary.

ARTICLE IV - AMENDMENTS

Any amendments to these regulations shall be subject to approval of the Standing Committee.