



## **Staff Handbook & Staff Rules**

**CNL(25)45**

## **Contents**

Rule 1. General Provision .....	1
Rule 2. Duties, Obligations and Privileges .....	1
Rule 3. Secretariat Members.....	2
Rule 4. Personnel Under Contract .....	3
Rule 5. Recruitment and Appointment.....	3
Rule 6. Salary and Remuneration .....	4
Rule 7. Staff Fund .....	5
Rule 8. Insurances and Mortality Allowance .....	7
Rule 9. Leave and Official Holidays.....	8
Rule 10. Expenses and Travel.....	10
Rule 11. Performance Appraisal .....	10
Rule 12. Grievance Procedure .....	11
Rule 13. Disciplinary Issues .....	12
Rule 14. Separation from Service .....	13
Rule 15. Health and Safety .....	15
Rule 16. Anti-Bribery.....	15
Rule 17. Application of Rules .....	16
Annex 1. Homeworking Policy .....	17
Annex 2. Bullying and Harassment Policy .....	18
Annex 3. Privacy Policy for Employees .....	20
Annex 4. E-mail and Internet Policy.....	21
Annex 5. Whistleblowing Policy .....	22
Annex 6. Equal Opportunities Policy .....	23

## **Rule 1. General Provision**

- 1.1 The Staff Rules establish the fundamental principles of employment, regulate the working relationships and establish the rights and responsibilities of formally appointed employees who render their services to, and receive remuneration from, the North Atlantic Salmon Conservation Organization (hereinafter referred to as either the ‘Organization’ or ‘NASCO’).

### **DEFINITIONS**

For the purpose of these Staff Rules:

‘**NASCO**’ and ‘**Organization**’ mean the North Atlantic Salmon Conservation Organization;

‘**Secretary**’ means the Secretary of NASCO;

‘**Staff members**’ means employees of the NASCO Secretariat with the exception of the Secretary;

‘**Secretariat members**’ means the Secretary and Staff members;

‘**Headquarters**’ means the office premises of the Organization.

‘**Dependent**’ shall be deemed to include only children aged under 18 years of age or as further defined in the Staff Rules on allowances for dependent children used as guidance by the Secretary.

- 1.2 Annex 6 details NASCO’s Equal Opportunities Policy, which should be read in conjunction with these Staff Rules.

## **Rule 2. Duties, Obligations and Privileges**

- 2.1 All Secretariat members are international civil servants. Upon accepting their appointments, they pledge to discharge their duties faithfully and to conduct themselves with the interests of the Organization in mind.
- 2.2 Secretariat members shall at all times conduct themselves in a manner in keeping with the international nature of the Organization. They shall always bear in mind the loyalty, discretion and tact imposed on them by their international responsibilities in the performance of their duties. They shall avoid all actions, statements or public activities which might be detrimental to the Organization and its aims.
- 2.3 Secretariat members are not expected to renounce either their national feelings or their political or religious convictions.
- 2.4 Secretariat members shall not discriminate against any individual or group of individuals or otherwise abuse the power and authority vested in them.
- 2.5 Any form of discrimination or harassment or bullying in the workplace is prohibited. Annex 2 sets out the Organization’s Bullying and Harassment policy.
- 2.6 In the performance of their duties, Secretariat members may neither seek nor accept instructions from any government or authority other than the Organization.

### **CONFIDENTIALITY**

- 2.7 Secretariat members shall observe maximum discretion regarding official matters and shall abstain from making private use of information they possess by reason of their position. Authorisation for the release of information for official purposes shall lie with

the Council in respect of the Secretary, and with the Secretary in respect of the Staff members. Observance of Rule 2.7 is subject to the whistleblowing policy outlined in Annex 5.

- 2.8 Secretariat members shall have regard to the confidentiality provisions in Annexes 1 and 5 when carrying out their duties.
- 2.9 Secretariat members shall, in general, have no employment other than with the Organization. In special cases, Staff members may accept other employment, provided that it does not interfere with their duties in the Organization and that prior authorisation by the Secretary has been obtained in writing. The Council's prior authorisation shall be obtained in respect of the Secretary.
- 2.10 No Secretariat member may be associated in the management of, or have a financial interest in, a business, industry, or other enterprise if, as a result of their position held in the Organization, they may benefit from such association or interest. Any positions of conflict must be declared in writing to the Secretary.
- 2.11 Secretariat members shall enjoy privileges and immunities to which they are entitled under the Headquarters Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Organization, pursuant to Article 3, paragraph 5, of the Convention.

#### **SPECIAL DUTIES OF THE SECRETARY**

- 2.12 The Secretary shall, after consultation with the President of the Council (hereby referred to as the 'President'), waive immunities accorded to Staff members under the Headquarters Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Organization when they considers that such immunities are preventing the carrying out of justice and when it is possible to dispense with them without prejudicing the interests of the Organization.
- 2.13 The Secretary shall, after approval by the Council, conclude an Exchange of Letters with a representative of the Government of the United Kingdom of Great Britain and Northern Ireland, giving effect to any modification or extension of the Headquarters Agreement or understanding related thereto.

#### **HOURS OF WORK**

- 2.14 The normal working day for Secretariat members shall be up to eight hours, Monday to Friday, and a maximum of 38 hours per week, unless otherwise specified by the Secretary. As per the policy outlined in Annex 1, the Organization permits employees to work on a hybrid basis, between the office and at home.
- 2.15 The Secretary shall establish the working hours and may alter them for the benefit of the Organization, as circumstances require. At the discretion of the Secretary, Staff members may work on a flexible basis.

### **Rule 3. Secretariat Members**

- 3.1 Secretariat members shall be classified in either of the two following categories.

#### **PROFESSIONAL CATEGORY**

Positions of high responsibility of a managerial, professional, or scientific nature. These posts will be filled by appropriately qualified professionals. Secretariat members in this category will be recruited internationally but only among citizens of members of the Organization.

## **GENERAL SERVICES CATEGORY**

Auxiliary, administrative, and technical positions. Clerical, secretarial, and other office personnel. Such Staff members shall be recruited in the United Kingdom from among citizens of members of the Organization.

- 3.2 The Staff Rules and associated Annexes apply to staff in both the Professional Category and the General Services Category.

## **Rule 4. Personnel Under Contract**

- 4.1 The Secretary may contract personnel to discharge special duties in the service of the Organization. Such personnel under contract include temporary staff and interns employed and paid directly by NASCO and exclude domestic service personnel and external contractors.
- 4.2 Personnel under contract are subject to Staff Rules 4, 10, 15, 16 and 17. They are also subject to Annexes 1 (paragraph 8), 2, 3, 4, 5, and 6.

## **TEMPORARY**

- 4.3 The Secretary may contract temporary personnel engaged specifically for short-term service and / or consultants to discharge special duties in the service of the Organization.
- 4.4 Persons in this category may include translators, interpreters, and other persons contracted for meetings, as well as those whom the Secretary contracts for a specific task.
- 4.5 The Secretary shall determine the terms and conditions of these contracts, as well as the salary or other rates to be paid to personnel employed under this category.

## **INTERNS**

- 4.6 The Secretary may engage Interns under the NASCO Internship Programme and will manage the internship programme
- 4.7 Full details of the NASCO Internship Programme can be found in CNL(25)YY, 'NASCO Internship Programme'.

## **Rule 5. Recruitment and Appointment**

- 5.1 Staff members shall be granted either permanent or fixed-term appointments that are consistent with the Staff Rules.
- 5.2 The Council shall appoint the Secretary on such terms and conditions as specified by the Council.
- 5.3 The Secretary shall appoint Staff members in accordance with staffing requirements approved by the Council. The paramount consideration in the appointment, transfer or promotion of staff shall be the necessity for securing the highest standards of efficiency, competence, and integrity.
- 5.4 Staff members shall be appointed subject to a probationary period of six months. If this period does not cover an Annual Meeting, the Secretary may extend the probationary period for an additional period of not more than six months. Additionally, in exceptional circumstances the Secretary may extend the probationary period for an additional period of not more than six months.
- 5.5 Upon selection, each Secretariat member shall receive an offer of appointment stating:

- a) that the appointment is subject to the Staff Rules applicable to the category and grade of appointment in question, and to changes which may be duly made in such Staff Rules from time to time;
  - b) the nature of the appointment;
  - c) the date on which the Secretariat member is required to commence work;
  - d) the period of appointment, the notice required to terminate it and the period of probation;
  - e) the category, grade, commencing rate of salary and the scale of increments and the maximum salary currently attainable;
  - f) the allowances attached to the appointment; and
  - g) any special terms and conditions that may be applicable.
- 5.6 Together with the offer of appointment, the Secretariat members shall be provided with a copy of these Staff Rules. Upon acceptance of the offer Secretariat members shall state in writing that they are familiar with and accept the conditions set out in these Staff Rules.
- 5.7 If a Staff member is arrested, charged with an offence, summoned before a Court as a defendant in a criminal proceeding, convicted, fined, or imprisoned for any other offence, under any jurisdiction, they shall immediately report the facts to the Secretary. Where this applies to the Secretary, they shall immediately report it to the President.
- 5.8 There may be situations when NASCO requires further information from Secretariat members, for legal reasons or connected to significant operational issues. In such circumstances, the Secretary may request a Secretariat member to supply information concerning facts anterior to their appointment and relevant to their suitability, integrity, conduct and service as a Secretariat member.

## **Rule 6. Salary and Remuneration**

- 6.1 The basic salary and the allowances of a Secretariat member in the Professional Category shall be in accordance with the scales of remuneration of the Co-ordinated Organisations for staff serving in the United Kingdom (London scales) and shall be paid in pounds sterling. The gross salary shall be this sum adjusted for the prevailing level of NASCO taxation.
- 6.2 Staff members in the General Services Category shall, in principle, be paid at rates based on those paid in Edinburgh for staff of equivalent qualifications and experience which shall be subject to the NASCO taxation regime. Staff members in the General Services Category shall also be entitled to the insurances as required under Rule 8.1 and contribution arrangements as defined under Rule 7. Where appropriate these entitlements are subject to the NASCO taxation regime.
- 6.3 The Secretary may adjust annual salaries in line with inflation.
- 6.4 Secretariat members in the Professional Category are not entitled to overtime pay or compensatory leave.
- 6.5 Staff members in the General Services Category must agree any overtime in advance with the Secretary. Where they are required to work outside the normal daily working hours, they will be compensated:
- a) with compensatory leave equivalent to the hours of overtime performed; or

- b) by remuneration per overtime hour, to be estimated at the rate of time and a half, or if the additional time is worked on a Sunday, or on the public holidays listed in Rule 9.8, at the rate of double time.

The choice of compensation shall be at the discretion of the Secretary in consultation with the Staff member. Any compensatory leave must be taken in the year in which it is accrued.

- 6.6 Secretariat members in the Professional category who are recruited from outside the United Kingdom shall be entitled to net or basic salary in accordance with Rule 6.1, and, where appropriate, expatriation allowance, basic family allowance, children's allowance, handicapped children's allowance, installation allowance and education allowance.

The amount paid shall be calculated in accordance with the provisions established by the Co-ordinated Organisations.

- 6.7 A Secretariat member in the Professional Category shall also be entitled to the insurances as required under Rule 8.1 and contribution arrangements as defined under Rule 7. Adjustments in the salary scale and allowances are made only after approval of Council through the annual budget. Where appropriate these entitlements are subject to the NASCO taxation regime.
- 6.8 The Organization shall pay duly justified representation expenses incurred by the Secretary in the performance of their duties up to an amount prescribed annually in the budget.

## **Rule 7. Staff Fund**

- 7.1 These Staff Rules apply to the NASCO Staff Fund and govern the operation of the Deferred Salary Scheme (the 'Scheme') established by the decision of the Council, CNL(01)49. NASCO does not operate a system for payment of pensions and annuities for its former employees and membership of the Scheme ends at the termination of the Secretariat member's employment with NASCO.

### **MEMBERSHIP OF THE SCHEME**

- 7.2 Any Secretariat member may become a Member of the Scheme and may remain as a Member of the Scheme for as long as such Member is employed by NASCO in accordance with the provisions of the Staff Rules. A Secretariat member who ceases, for whatever reason, to be employed as aforesaid, shall, ipso facto, cease to be a Member of the Scheme, and the provisions of Rule 7.10 below shall apply.

### **CONTRIBUTIONS TO THE SCHEME**

- 7.3 Contributions to the Scheme by NASCO and by the Members of the Scheme shall be held in the NASCO Staff Fund, established in accordance with NASCO Financial Rule 7.11, and sub-divided into a separate deferred salary account for each Member.
- 7.4 NASCO will contribute to the NASCO Staff Fund an amount equivalent to 15.8% after tax of the gross salary of each Member of the Scheme, or such other amount as is determined by the Council from time to time. Each Member of the Scheme shall contribute a minimum of 7.9% after tax of gross salary or such other minimum amount as is determined by the Council from time to time. Members of the Scheme may request that additional contributions be contributed from gross salary and paid into the Fund. These contributions to the Fund by NASCO and Members of the Scheme shall be enhanced by 5% after tax by NASCO as a contribution to covering investment charges.

## **NATURE OF DEFERRED SALARY ACCOUNTS**

- 7.5 The funds contributed to, and held within, each Member's deferred salary account form part of the NASCO Staff Fund, and subject to Rule 7.9 below, belong to, and comprise part of, the assets of NASCO. A note of the total year-end balance available in the Staff Fund shall be included in NASCO's audited accounts.
- 7.6 In holding the funds or other investments in the deferred salary accounts of each Member of the Scheme, NASCO does not thereby assume the position either as a trustee or nominee of any Member of the Scheme.
- 7.7 The funds held within each Member's deferred salary account, and any increase in the values thereof, are deemed to be within the scope of NASCO's official activities and shall, therefore, accrue exempt from UK taxation, but such exemption from taxation shall only apply for so long as the Member of the Scheme continues to be employed by NASCO in the manner referred to under Rule 7.2 above.

## **MANAGEMENT OF THE STAFF FUND**

- 7.8 All amounts contributed to the individual deferred salary accounts of Members of the Scheme shall be held on bank deposit or invested in such manner or held in the form of such other investments as NASCO, in its sole discretion, shall determine. Notwithstanding the foregoing, NASCO may consult with Members of the Scheme with regard to the nature of the investments held within a Member's deferred salary account but nevertheless shall be under no obligation to act in accordance with the direction or instruction of any such Member.

## **BENEFITS AND SCHEME MEMBERS' RIGHTS**

- 7.9 Each Member of the Scheme shall at all times be fully vested and have entitlement to give written notice requesting payment in whole or in part of their individual deferred salary account at any time whilst remaining a Secretariat member.
- 7.10 In the event of a Member of the Scheme ceasing to be employed by NASCO in the manner referred to under Rule 7.2 above, such Member shall be deemed to have given notice to NASCO requesting payment of the whole amount of the Member's individual deferred salary account whereupon the Secretary shall promptly procure that the full value of that Member's deferred salary account is paid to the Member concerned. In the event of the death in service of a Member of the Scheme, the amount or value of the deceased Member's deferred salary account shall automatically belong to the Estate of the deceased Member, and the Secretary shall procure that the full value of that deceased Member's deferred salary account is paid to the executor of the deceased Member.

## **CESSATION OF EMPLOYMENT FOR STAFF WHOSE DATE OF APPOINTMENT IS PRIOR TO 9 JUNE 2024**

- 7.11 For Secretariat members whose date of appointment is prior to 9 June 2024, prior to any Secretariat member leaving employment with NASCO, other than through termination due to gross misconduct, a lump sum payment will be made into that Secretariat member's deferred salary account of one eighth after tax of the final year's gross salary and allowances for each year of service with NASCO, fractions of a year to count pro-rata, or where a Secretariat member's service with NASCO is or has been less than 38 hours per week, the full-time equivalent number of years. By way of example, a Secretariat member working 19 hours per week would qualify for 50 % of the full time equivalent.

## Rule 8. Insurances and Mortality Allowance

8.1 It shall be a condition of employment that Secretariat members shall make appropriate arrangements for themselves to cover medical (including dental), life, permanent health insurances, or income protection insurance, and UK National Insurance (Class 3 contributions) which shall be duly ascertained by the Council in respect of the Secretary and by the Secretary in respect of Staff members prior to granting appointment. The costs incurred by a Secretariat member in respect of paying the amounts of such National Insurance and the premiums for such insurances shall be reimbursed by the Organization to the Secretariat member concerned. These insurances, together with the allowances referred to in Rule 6 (other than any overtime allowance payable) represent a component of the Organization's social security scheme and are not, therefore, subject to NASCO taxation.

8.2 a) in the event of the death of any Secretariat member following illness or surgery not resulting from an accident covered by the appropriate insurance, the right to salary, allowances and other corresponding benefits shall cease on the day on which death occurs, except if the deceased leaves dependents they shall be entitled to a mortality allowance. The mortality allowance shall be calculated in accordance with the following table:

<u>Years of Service</u>	<u>Months of gross remuneration following death</u>
Less than 3 years	3 months
3 years and more, but less than 7 years	4 months
7 years and more, but less than 9 years	5 months
9 years or more	6 months

b) for any Secretariat member whose date of appointment occurred prior to 9 June 2024, in the event of death in service of any long-serving Secretariat member (ten or more years' continuous service) the lump-sum payment referred to in the NASCO Staff Fund, Rule 7, and not the mortality allowance shall be paid to the Secretariat member's dependents through the Staff Fund.

c) for any Secretariat member whose date of appointment is after 8 June 2024, in the event of death in service of any long-serving Secretariat member (ten or more years' continuous service) payment at the rate of one month's gross salary (at the date of death) for each year's service, and not the mortality allowance, shall be paid to the Secretariat member's dependents through the Staff Fund.

8.3 In the case of internationally recruited Secretariat members, or Secretariat members who are citizens of the United Kingdom and are working abroad on official business at the time of death, the Organization shall pay for shipment of the Secretariat member's body from the place of death to the place designated by the next of kin.

## **Rule 9. Leave and Official Holidays**

### **ANNUAL LEAVE**

- 9.1 Secretariat members shall be entitled to annual leave at the rate of:
- i) two workdays for each full month of service in each of the first four years of service; and
  - ii) two and a half workdays for each full month of service in each year of service thereafter;
- and are strongly encouraged to take their annual leave entitlement during each holiday year.
- 9.2 Annual leave is cumulative, but not more than 15 workdays may be carried over from one year to the next. Untaken workdays will be lost and not compensated.
- 9.3 The taking of leave shall not cause undue disruption to normal staff operations. In accordance with this principle, leave dates shall be subject to the needs of the Organization. Leave dates of Staff members shall be approved by the Secretary who shall, as far as possible, bear in mind the personal circumstances, needs and preference of Staff members.
- 9.4 Annual leave should be taken in two or more periods.
- 9.5 When sickness occurs within a period of annual leave, sick leave may not be approved for a period of more than seven consecutive days without producing an appropriate medical certificate. In such circumstances, the Staff member should submit their request for sick leave together with a supporting certificate to the Secretary as soon as practicable and, in any event, immediately on their return to work.
- 9.6 Any absence not approved within the terms of these Staff Rules shall be deducted from annual leave or, at the discretion of the Secretary, treated as leave without pay.
- 9.7 Secretariat members who, upon termination of their appointment, have accumulated annual leave that has not been taken shall receive the cash equivalent estimated on the basis of the last basic salary received.
- 9.8 Any Secretariat member not taking holidays may be required to take them by the Secretary.

### **PUBLIC HOLIDAYS**

- 9.9 Secretariat members shall be entitled to the public holidays celebrated traditionally in Edinburgh, as set out below, or any other day in lieu as approved by the Secretary.

1 January	Spring Bank Holiday
2 January	Autumn Bank Holiday
Easter Day	25 December
1 May	26 December
Victoria Day	

### **SICK LEAVE**

- 9.10 Secretariat members shall not be granted sick leave for a period of more than seven consecutive days or for more than a total of 14 working days in any calendar year

without producing a medical certificate. Any further sick leave within any calendar year which is not supported by a medical certificate shall be deducted from annual leave or considered leave without pay.

- 9.11 Secretariat members shall be granted paid certified sick leave not exceeding in aggregate 12 months in any four consecutive years. The first six months shall be on full salary and the second six months on half salary.
- 9.12 Sick leave shall not normally be granted for maternity cases, except when serious complications, as defined by a medical practitioner, arise.
- 9.13 Secretariat members shall be responsible for informing their line manager of absences due to illness or injury and shall notify them immediately of any case of contagious disease occurring in their household and, in any case, no later than 10 am on the first day of absence.

#### **MATERNITY LEAVE**

- 9.14 A Secretariat member shall be entitled to up to 52 weeks maternity leave following the birth or adoption.

Whilst on maternity leave, the Secretariat member shall be entitled to receive maternity pay of up to 26 weeks at full pay and with corresponding allowances.

#### **PAID PARENTAL LEAVE**

- 9.15 A Secretariat member shall be entitled to up to 6 weeks paid parental leave following the birth or adoption.

Whilst on paid parental leave, the Secretariat member shall be entitled to receive paid parental leave pay of up to 2 weeks at full pay and with corresponding allowances.

#### **QUALIFYING PERIOD FOR MATERNITY AND PAID PARENTAL LEAVE**

- 9.16 Secretariat members must have at least 26 weeks of continuous employment in the NASCO Secretariat to be eligible for maternity / paid parental leave.

#### **HOME LEAVE**

- 9.17 After an internationally recruited Secretariat member in the Professional Category has worked for the Organization for 18 months, the Organization shall, in accordance with Rule 10.5, pay the Secretariat member travel expenses (including for their dependents) relating to travel to the Secretariat member's home country for annual leave.

Once the qualification period has passed, home leave of four days shall be granted every two years provided that:

- a) in the case of dependents, they have resided in Edinburgh for a continuous period of least six months prior to travel; and
  - b) Secretariat members return to work for at least six months and if they do not they shall be obliged to reimburse said travel expenses.
- 9.18 The possibility of combining travel to home country on leave with official travel in service may be considered, provided the interests of the Organization are duly borne in mind.

## **SPECIAL LEAVE**

- 9.19 In exceptional cases, the Secretary may take special leave or authorise Staff members to take special leave. Such special leave shall not exceed ten working days, unless otherwise authorised by the Secretary.

## **JURY SERVICE**

- 9.20 If a Secretariat member is summoned for Jury Service lasting ten days or less, it will be treated as special leave on full pay. If Jury Service lasts longer than ten days, the Organization will pay the Secretariat member at the rate of the UK statutory provision.

## **Rule 10. Expenses and Travel**

- 10.1 Subject to the conditions and definitions laid down in these Staff Rules, the Organization shall pay the travel expenses of a Secretariat member under the following circumstances:
- a) for internationally recruited Secretariat members and their eligible dependents on appointment;
  - b) on home leave, in accordance with the provisions of Rules 9.17 and 9.18; and
  - c) when required to travel on official business.
- 10.2 All official travel shall be authorised by the Secretary in advance within the limits of the budget, and the itinerary and travel conditions shall be those best suited for maximum effectiveness in the fulfilment of duties assigned.
- 10.3 All claims for expenses whether paid in advance or not shall be supported by appropriate receipts and submitted to the Secretary promptly after they have been incurred.
- 10.4 With regard to official travel, a travel allowance shall be paid in advance for fares, accommodation, and daily living expenses, where requested. These allowances will be those used by the Co-ordinated Organisations. Where the cost of overnight accommodation and breakfast exceeds 60% of the 24-hour allowance, accommodation and breakfast costs plus 50% of the 24-hour allowance will be payable.
- 10.5 First class may not be utilised for travel by air or sea but may be utilised for land travel.
- 10.6 Following completion of a duty journey, Secretariat members shall repay any travel allowances to which, in the event, they were not entitled. Where Secretariat members have incurred expenses above and beyond those for which travel allowances have been paid, they shall be reimbursed, against receipts and vouchers, if such expenses were necessarily incurred in pursuit of their official duties.
- 10.7 Secretariat members in the Professional Category on taking up employment shall be paid for reasonable removal costs.

## **Rule 11. Performance Appraisal**

- 11.1 Staff members will be appraised annually by their line manager, as well as whenever required by the work situation or performance of individual Staff members. Line managers shall provide constructive feedback to personnel on their performance regularly and make specific proposals for improvement in performance and conduct, as necessary.

- 11.2 Line managers shall ensure that appropriate training and development are available to all Staff members.
- 11.3 The Secretary will be appraised annually by the President and Heads of Delegation, as well as whenever required by their work situation or performance.

## **Rule 12. Grievance Procedure**

- 12.1 Nothing in this procedure is intended to prevent a Secretariat member from informally raising any matter they may wish to mention.
- 12.2 The Organization has adopted a Bullying and Harassment Policy that is set out in Annex 2.
- 12.3 If a Staff member wishes to raise a formal grievance, it should be raised in writing to the Secretary. It should set out the nature and extent of the grievance.
- 12.4 The Secretary will arrange a formal meeting to be held without unreasonable delay after a grievance is received.
- 12.5 The Staff member has the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on their behalf to explain the situation more clearly.
- 12.6 The Secretary, the Staff member, and their fellow employee, if applicable, should make every effort to attend the meeting.
- 12.7 The Secretary will then decide on what action, if any, to take. Such a decision will be communicated to the Staff member, in writing, normally within ten working days of the meeting, including on the right of appeal.
- 12.8 If the Staff member wishes to appeal, they must inform the Secretary within ten working days of receiving the grievance outcome. They will then be invited to a further meeting, which they must take all reasonable steps to attend. The President will represent the Secretariat.
- 12.9 Following the appeal meeting the Staff member will be informed of the final decision, normally within ten working days, which will be confirmed in writing.
- 12.10 It may be necessary, because of the size of the Organization, for the appeal to be heard by the person who took the original action, and it is therefore important that your appeal gives details of why the penalty imposed is being appealed.
- 12.11 If the grievance concerns the Secretary, the Staff member should raise their grievance with the President. In such a case, the President shall convene a panel to perform the role of the Secretary as outlined above.
- 12.12 If the Secretary wishes to raise a formal grievance, it should be raised in writing to the President. The grievance should set out the nature and extent of the grievance.
- 12.13 In such cases, the President will convene a panel to oversee the grievance process outlined above. If the Secretary's grievance concerns the President, this should be raised with the Vice-President, who will convene a panel to oversee the process.
- 12.14 If the Secretary wishes to appeal, they must inform the President within ten working days.
- 12.15 As noted in the Bullying and Harassment Policy set out in Annex 2, any Secretariat member will not be victimised for having brought a complaint of harassment. However, if it is concluded that the complaint is both untrue and has been brought with malicious

intent, disciplinary action will be taken against the Secretariat member bringing the complaint.

### **Rule 13. Disciplinary Issues**

- 13.1 Disciplinary measures may be taken against a Secretariat member guilty of misconduct.
- 13.2 The Organization has adopted several policies, including on Bullying and Harassment and on E-mail and Internet use, which can be found at Annexes 2 and 4. Breach of these policies may lead to disciplinary action.
- 13.3 There are different types of misconduct that can lead to disciplinary measures.

- a) Unsatisfactory Conduct

Unsatisfactory conduct may include: absenteeism / lateness; unsatisfactory standards, or output, of work; failure to follow reasonable instructions or the Organization's rules and procedures.

Where a Secretariat member has engaged in unsatisfactory conduct, they will first be issued a formal verbal warning. Any subsequent instances of unsatisfactory conduct will result in a written warning, followed by a final written warning, with the fourth instance resulting in dismissal.

- b) General Misconduct

General misconduct may include: persistent absenteeism / lateness; persistent unsatisfactory standards, or output, of work; persistent failure to follow reasonable instructions or the Organization's rules and procedures.

Where a Secretariat member has engaged in general misconduct, they will first be issued a written warning. Any subsequent instances of misconduct will result in a final written warning, with the third instance resulting in dismissal.

- c) Serious Misconduct

Where a Secretariat member has engaged in serious misconduct that, for example and not by way of limitation, includes conduct that, upon investigation, comprises a member's extreme carelessness or of conduct that has a serious or substantial effect on the Organization, they may be issued with a final written warning in the first instance. The second instance would then result in dismissal.

- d) Gross Misconduct

Where a Secretariat member has engaged in gross misconduct that, upon investigation, comprises a fundamental breach of contractual terms or which justifies summary dismissal, they will be dismissed without notice and without any previous warning being issued.

- e) examples of misconduct include without limitation:

- i. Failing to perform;
- ii. Breach of contract;
- iii. Harassment or bullying;
- iv. Criminal conduct; and
- v. Negligence.

Note that serious examples can comprise gross misconduct.

13.4 Where warnings are issued for misconduct, irrespective of the precise matters concerned, and any further breach of the Staff Rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if warnings are not heeded.

13.5 Disciplinary measures include:

- a) verbal warning;
- b) written warning;
- c) withholding of an annual salary increment;
- d) deduction from salary in the case of misconduct causing loss to the Secretariat or damage to its property;
- e) suspension from duties, with or without pay; and
- f) dismissal.

The Secretary, or President in the case of the Secretary, may take disciplinary action under 13.5 a – f above.

#### 13.6 **PERIOD OF WARNINGS**

A formal verbal warning will normally be in place for disciplinary purposes for a three-month period.

A written warning will normally be in place for disciplinary purposes for a six-month period.

A final written warning will normally be in place for disciplinary purposes for a twelve-month period.

The Secretary may lengthen these periods if considered necessary.

13.7 Secretariat members have the right to lodge an appeal in respect of any disciplinary action taken against them.

If a Secretariat member wishes to exercise this right, they should apply either verbally or in writing to the President, requesting that the President retract or modify the decision.

They should then lodge their appeal to the Organization, through the President, within ten working days of the President's reply.

13.8 It may be necessary, because of the size of the Organization, for the appeal to be heard by an external person where your appeal concerns several members of NASCO.

### **Rule 14. Separation from Service**

The causes of separation from service could be the following:

#### 14.1 **RESIGNATION**

A Secretariat member holding a permanent position may resign at any time upon giving, in writing, three months' notice or such lesser period as may be approved by the Council in the case of the Secretary or by the Secretary in the case of Staff members.

A Secretariat member on probation may resign at any time upon giving, in writing, one month's notice to the President in the case of the Secretary or to the Secretary in the case of Staff members.

In the event of a Secretariat member resigning without giving the required notice, the Council reserves the right to decide whether any allowances shall be paid.

#### **14.2 EXPIRATION OF APPOINTMENT**

A fixed-term appointment shall expire automatically and without notice or indemnity on the expiration date specified in the letter of appointment.

However, a Secretariat member on a fixed-term appointment may resign at any time upon giving, in writing, three months' notice or such lesser period as may be approved by the Council in the case of the Secretary or by the Secretary in the case of Staff members.

#### **14.3 RETIREMENT**

The Secretariat does not have a fixed retirement age.

If a Staff member decides to retire, they are to inform the Secretary and to give advance notice in writing not less than that prescribed in Rule 14.1.

If the Secretary decides to retire, they are to inform the President and give advance notice in writing not less than as prescribed in Rule 14.1.

#### **14.4 TERMINATION**

A termination within the meaning of these Staff Rules is a separation initiated by the Organization if it is required that appointments be terminated as the result of abolition of posts, reduction in staff or if termination is deemed to be in the interest of the Organization. Due regard shall be had in all cases to the efficiency, competence, integrity and length of service of the member of staff concerned.

Appointment of Staff members may be terminated upon prior written notice, at least three months in advance, by the Secretary when they deem this to be in the interests of the Organization. The Organization reserves the right to offer pay in lieu of termination notice.

Appointment of a Secretariat member on probation may be terminated upon prior written notice, one month in advance, by the President for the Secretary or the Secretary for a Staff member, when they deem this to be in the interests of the Organization. The Organization reserves the right to offer pay in lieu of termination notice.

For any staff whose date of appointment is on or after 9 June 2024, in the event of the termination by the Organization of a Secretariat member's service, compensation at the rate of one month's salary for each year's service (capped at one year's salary) shall be paid unless the cause of termination has been any type of misconduct.

#### **14.5 ABANDONMENT OF POST**

An unauthorised, or unjustified, absence for a period of 15 calendar days or more shall be considered as 'an abandonment of post' and the Secretariat member's service with the Organization shall be deemed to have ceased on the first day of such absence.

Abandonment of post will be considered gross misconduct, as outlined in Rule 13.3.

#### **14.6 SUMMARY DISMISSAL**

A Secretariat member may be summarily dismissed for any serious breach of their obligations to the Organization including without limitation:

- a) if a Secretariat member has failed to disclose facts that would have precluded their appointment; and / or
- b) in the event of serious failure to carry out their duties and obligations, or to comply with the Staff Rules.

#### **14.7 DEATH IN SERVICE**

Following the death of a Secretariat member any salaries, allowances and other benefits or grants due up to the day of death, in accordance with the Co-ordinated Organisations, shall be paid to their designated beneficiaries.

The Organization shall also pay the expenses of transportation of the body, as outlined in Rule 8.3.

### **Rule 15. Health and Safety**

- 15.1 Secretariat members should take reasonable care for their own individual health and safety at work and for the health and safety of other people (both colleagues and visitors) who may be affected by their actions.
- 15.2 If a Secretariat member becomes aware of a potential hazard to health and safety at work, they should deal with it appropriately and / or report it to the designated person immediately.
- 15.3 All near misses and accidents to Secretariat members incurred at work must be reported immediately to the designated person.
- 15.4 Secretariat members are to comply with any health and safety risk assessments.
- 15.5 NASCO recommends that employees have an eye test every two years. Where an optician determines that a Secretariat member requires glasses to use Display Screen Equipment, such as a laptop, PC, tablet, or smartphone, NASCO will contribute £100 towards the cost of such glasses.

#### **ALCOHOL AND DRUGS POLICY**

- 15.6 If employee performance, reputation or attendance at work is affected as a result of alcohol or drugs, that employee may be subject to disciplinary action and, dependent on the circumstances, this may lead to their dismissal.

### **Rule 16. Anti-Bribery**

- 16.1 It is prohibited, directly or indirectly, for any Secretariat member or person working on NASCO's behalf to offer, give, request or accept any bribe, i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or organization in order to gain commercial, contractual or regulatory advantage for the Organization, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical. If the employee is found to have offered, given, requested or accepted any bribe, they may be subject to disciplinary action and, dependent on the circumstances, this may lead to their dismissal.

## **Rule 17. Application of Staff Rules**

- 17.1 Any questions arising from application of these Staff Rules shall be resolved by the Secretary following consultation with the President. Should there be any conflict between a Staff member and the Secretary that cannot be resolved in this manner, it shall be resolved by the Staff member in question and Secretary in direct consultation with the President.
- 17.2 All matters not foreseen in these Staff Rules shall be brought to the attention of the Council by the Secretary.
- 17.3 The Staff Rules may be supplemented or amended by the Organization without prejudice to the acquired rights of Secretariat members.

***Homeworking Policy***

1. The Secretary allows staff to work from home two days a week.
2. NASCO's Staff Rules and procedures apply irrespective of your work location.
3. There may be instances where the needs of the Organization will require Secretariat members to work more than three days per week in the office and where more than two days in any week may be worked from home. Permission is to be obtained in advance in writing from the Secretary.
4. **Hours of Work**
  - 4.1 Secretariat members must make themselves available for work during their specified hours of work.
5. **Equipment Provided**
  - 5.1 Secretariat members must use their office laptop with office and anti-virus software installed for home working. Extra screens, a docking station and webcam will be provided to mirror the office-working setup wherever possible.
  - 5.2 Office equipment may be provided where necessary.
6. **Returning Equipment**
  - 6.1 Secretariat members are required to return their equipment if and when they leave their employment with NASCO.
7. **Home Details**
  - 7.1 Staff members are required to advise the Secretary of any changes to their address and telephone details, promptly. Secretariat members should ensure they are not in breach of applicable home insurance terms and conditions, by working from home.
8. **Confidentiality**
  - 8.1 Secretariat members must ensure that they protect the Organization's information and records at all times against loss, unauthorised access, alteration, or destruction. They must make the Organization aware immediately if they discover that there has been a data breach.

### ***Bullying and Harassment Policy***

1. All Secretariat members are entitled to be treated with dignity and respect in their place of work.
2. Personal harassment takes many forms but whatever form it takes, it is unlawful under the legislation of the host country (e.g. Equality Act 2010 in the United Kingdom) and will not be tolerated. Bullying and harassment are terms used interchangeably by most people and in this document the term harassment includes bullying.
3. NASCO deplores all forms of personal harassment and seeks to ensure that the working environment is sympathetic to all Secretariat members.
4. **Harassment**
  - 4.1 Behaviour can constitute harassment where it violates the dignity of a Secretariat member on the grounds of their age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation (the protected characteristics); or where it creates an intimidating, hostile and degrading, humiliating or offensive environment.
  - 4.2 Individual or cumulative acts can comprise harassment.
  - 4.3 Harassment can seriously undermine the dignity, confidence and work satisfaction of a person to such an extent that it has an effect on their job performance and general happiness both inside and outside work.
5. **Circumstances That Are Covered**
  - 5.1 This policy covers behaviour that occurs in the following situations:
    - a) a work situation;
    - b) a situation occurring outside of the normal workplace or normal working hours that is related to work, for example, a working lunch or social event with colleagues;
    - c) outside of a work situation but against a colleague or other person connected to the Organization, including on social media; and
    - d) against anyone outside of a work situation where the incident is relevant to the Secretariat member's suitability to carry out their role.
6. **What To Do**
  - 6.1 NASCO is committed to ensuring that there is no harassment in the workplace. Allegations of harassment will be treated as a disciplinary matter, although every situation will be considered on an individual basis and in accordance with the principles of the grievance and disciplinary procedures comprising Staff Rules 12 and 13.
  - 6.2 Everyone is entitled to work in a safe and healthy environment, free from harassment and all types of discrimination.
  - 6.3 Secretariat members are asked to keep notes of any harassment suffered or witnessed so as to support any written complaint. Please keep a record of:
    - a) the name of the alleged harasser;
    - b) the nature of the alleged harassment;

- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken to stop the alleged harassment.

## **7. Informal Complaint**

- 7.1 The Organization recognises that complaints of personal harassment, and particularly of sexual harassment, can be of a sensitive or intimate nature and that it may not be appropriate for Secretariat members to raise the issue through NASCO's normal grievance procedure.
- 7.2 However, it is important that the Secretary is informed as soon as possible, because they cannot deal with an issue that they are not aware of.
- 7.3 Any Secretariat member that is the victim of harassment should make it clear to the harasser, if possible, that their behaviour is unwelcome and ask the harasser to stop. Secretariat members may prefer to deal with a harassment issue directly and for the avoidance of doubt may do so, but please note paragraph 8.2. Secretariat members may also choose to inform a colleague, who may assist them on taking the matter forward, if required.

## **8. Formal Complaint**

- 8.1 Where any informal approach fails or the Secretariat member does not feel comfortable raising the issue informally, they should bring the matter to the attention of the Secretary / President (as appropriate) in accordance with the grievance procedure outlined in Staff Rule 12, if they feel able. Any harassment allegation raised will be treated as a formal grievance.
- 8.2 Under no circumstances will a Secretariat member find themselves dealing with the person about whom they have brought a formal allegation of harassment.
- 8.3 On receipt of a grievance, the person dealing with the complaint will take action to separate the Secretariat member from the alleged harasser to enable an uninterrupted investigation to take place. This may involve asking the alleged harasser to work from home or, in most serious cases, suspension with pay for the alleged harasser until the matter has been resolved.

## **9. Disciplinary Action**

- 9.1 If the harassment allegation is determined to be well founded, the harasser will be liable to disciplinary action under Rule 13.
- 9.2 A Secretariat member will not be victimised for bringing a complaint of harassment. However, if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against the Secretariat member bringing the complaint.

## **10. Third Party Action**

- 10.1 Third party harassment occurs when one of the Secretariat members is subjected to harassment by someone who is not part of the Secretariat but who is encountered in connection with work. This includes NASCO delegates, suppliers and members of the public. Third party harassment of any of the Secretariat members will not be tolerated. Any Secretariat member who experiences any such harassment should report it to the Secretary / President as soon as possible.

***Privacy Policy for Employees***

This notice applies to current and former employees and workers.

**Data Protection Principles**

NASCO is not bound by the General Data Protection Regulation (GDPR). However, all personal data on Secretariat members obtained and held by NASCO will be handled with due care and attention in line with the GDPR's general principles.

***E-mail and Internet Policy***

**1. Internet**

- 1.1 Published information released in the Organization's name must have relevance to normal professional activities. Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence. The use of the internet to access and / or distribute any kind of offensive material, or material that is not work related, leaves an individual liable to disciplinary action that could lead to dismissal under Rule 13.

**2. Email**

- 2.1 The e-mail system must be used appropriately, and unauthorised or inappropriate use may result in disciplinary action that could lead to dismissal. If an email is confidential, the user must take the necessary steps to protect confidentiality.

**3. Monitoring**

- 3.1 The Secretary reserves the right to monitor all Secretariat e-mail / internet activity for the purposes of ensuring compliance with its policies and procedures and of ensuring compliance with the relevant regulatory requirements. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

**4. Social Networking Sites**

- 4.1 Only authorised employees can use the Organization's social networking account.
- 4.2 Any work-related issue or material that could identify an individual who is a work colleague, which could adversely affect the Organization, must not be placed on staff private social network accounts.
- 4.3 Any work content or material, or contacts or connections list, created by the Secretariat member during the course of their employment, on any of their authorised social networking sites (ownership of which vests in the Organization) shall remain, at all times, the property of the Organization. Accordingly, upon termination of their employment, they shall hand over to the Organization the access rights to their accounts, together with any work content or material, and any contacts or connections list.

***Whistleblowing Policy***

1. Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organizations for whom they work.
2. Where a disclosure is ‘in the public interest,’ workers who ‘blow the whistle’ are protected under the Employment Rights Act 1996. Secretariat members are encouraged to take steps to raise any concerns internally.
3. **Qualifying Disclosures**
  - 3.1 Certain disclosures are prescribed by law as ‘qualifying disclosures’. A ‘qualifying disclosure’ means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Organization has committed a ‘relevant failure’ by:
    - a) committing a criminal offence;
    - b) failing to comply with a legal obligation;
    - c) a miscarriage of justice;
    - d) endangering the health and safety of an individual;
    - e) environmental damage; or
    - f) concealing any information relating to the above.
4. **The Procedure**
  - 4.1 If a Staff member becomes aware of a relevant failure (as referred to in paragraph 3.1) in the first instance the Staff member is encouraged to report any concerns they may have to the Secretary who will treat the matter with complete confidence. If the Staff member is not satisfied with the response received, they are encouraged raise the matter with the President.
  - 4.2 If the Staff member does not wish to report their concerns to the Secretary, or if they concern the Secretary, the Staff member is encouraged to take them directly to the President.
  - 4.3 Where the Secretary wishes to raise a matter pursuant to this policy, they are encouraged to report any concerns they may have to the President, who will treat the matter with complete confidence. If the Secretary is not satisfied with the response received, they are encouraged to raise the matter with the Heads of Delegation.
  - 4.4 If the Secretary does not wish to report their concerns to the President, they are encouraged to take them directly to the Heads of Delegation.

***Equal Opportunities Policy***

1. NASCO provides equal opportunities and is committed to the principle of equality in accordance with UK legislative provisions.
2. NASCO expects the support of Secretariat members in implementing this policy.
3. NASCO will not condone any unlawful discriminatory act or attitude in the course of any Secretariat member's employment or in their dealings with Contracting Parties, its suppliers, contract workers, members of the public or with fellow employees.
4. Acts of discrimination, harassment or victimisation will most likely result in implementation of disciplinary action.