

**Agreement Approving the
Revised Staff Manual of the Secretariat of the
Association of Caribbean States**

ASSOCIATION OF CARIBBEAN STATES (ACS)

18TH ORDINARY MEETING OF THE MINISTERIAL COUNCIL
Panama City, Panama: February 22, 2013

ASSOCIATION OF CARIBBEAN STATES (ACS)

EIGHTEENTH ORDINARY MEETING OF THE MINISTERIAL COUNCIL
Panama City, Panama: January 22, 2013

Agreement No. 6/13

**AGREEMENT APPROVING THE REVISED STAFF MANUAL OF THE SECRETARIAT OF
THE ASSOCIATION OF CARIBBEAN STATES**

The Ministerial Council,

Pursuant to:

1. Articles VIII (1) and (2); Articles IX (a), (f) and (g); Articles XIV; XV and XVIII of the Convention Establishing the Association of Caribbean States;
2. Agreements 2/95; 2/96; 2/97; 2/98; 2/99; 2/01; 2/02; 2/03; 2/04; 2/05; 2/06; 2/07; 2/08;

Bearing in mind the recommendations of the Ministerial Council at its 17th Ordinary Meeting, convened on February 10, 2012, in Port of Spain, Trinidad and Tobago; and the recommendations of the Special Committee on Budget and Administration, adopted at its 8th Extraordinary Meeting convened on March 2, 2012 and its 24th and 26th Meetings, convened on May 8, and October 16, 2012 respectively, in Port of Spain, Trinidad and Tobago;

Having Considered the Reports of the Secretary General and the Rapporteur Reports of the 17th Ordinary Meeting of the Ministerial Council; the 8th Extraordinary Meeting of the Special Committee on Budget and Administration and the Reports of the 24th and 26th Ordinary Meetings of the special Committee on Budget and Administration;

Agrees to:

1. Approve the Revised Staff Manual of the Secretariat of the Association of Caribbean States (Annex 1) so that it takes effect on March 1, 2013.

STAFF MANUAL OF THE

SECRETARIAT OF THE

ASSOCIATION OF CARIBBEAN STATES

(2013)

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SECRETARY GENERAL'S ADDRESS TO STAFF OF THE ACS SECRETARIAT

It is with great pleasure that I introduce new and returning Staff of the ACS Secretariat to the Revised Staff Manual of the Association of Caribbean States (hereafter ACS Staff Manual) and the Code of Conduct of the ACS.

The Review and Update of the Manual and the Creation of the Code of Conduct of the ACS were mandated by the Chair of the 8th Extraordinary Meeting of the Special Committee of Budget and Administration. After having considered the input and contribution of the esteemed ACS Staff and the Honourable Members of the Executive Board, these were completed and subsequently approved by the Ministerial Council at its 18th Ordinary Meeting in February, 2013.

The Staff Manual and the Code of Conduct contained therein are envisaged to form the substantive sources of regulations and norms that would guide the Staff of the Secretariat as they perform their duties with a commitment to excellence. The Staff Manual outlines the various rules and procedures involved in the daily operation of the Secretariat, benefits which accrue to Staff and disciplinary measures in instances of violations of these regulations. The Code of Conduct emphasizes the ideals of professionalism, integrity, accountability, fairness, sound judgment and good conduct that ACS Staff should strive to achieve and maintain while in the employ of the ACS.

I would therefore like to urge both new and returning Staff of the ACS Secretariat to familiarize themselves with the contents of both the Staff Manual and the Code of Conduct as these are intended to guide the administration of the Secretariat. I also encourage you to pay particular attention to the landmark Code of Conduct and its contents as these principles and values will serve you in good stead at the Secretariat and beyond. As we strive to renew the energy and vitality of the Association, and begin to establish our place once more at the regional and international level, I would like to emphasize to the Secretariat Staff the indispensable role they play in the achievement of these goals as they perform of their duties with the dynamism and vitality that the current era requires.

I extend my best wishes to all Staff at the Secretariat and look forward to an age of renewed tenacity and productivity as we continue to strive to fulfil the obligations and mandates set before us by our Honourable Member States and Associate Members who came together on July 24, 1994 to sign the Convention establishing this distinguished Association to further their common goals and interests regionally and internationally.

Sincerely,

Alfonso Múnera Cavadía

Secretary General

INTRODUCTION

History

The Association of Caribbean States (ACS) was formed out of the decision of the Conference of Heads of Government of the Caribbean Community at its Special Meeting in Port of Spain, Trinidad and Tobago in October 1992. Underlying its creation was the recognition of both the salience of the Caribbean Sea in the history of those Countries, States and Territories which constitute the Caribbean as well as its potential for unifying those entities for whom it is a shared patrimony.

Rationale

The ACS was formed to be a broad framework for common positions by those states who share this common heritage, the Caribbean Sea, which underlies their past and forms the basis for the future social, economic, political, scientific, technological and cultural advancement of a region once defined by its insularity and on the cusp of renewed collaboration and cooperation in order to ably confront the challenges and capitalise on the opportunities presented by the dynamic international arena.

Aims

The broad aims of the ACS are to unify all those Countries, States and Territories who share the Caribbean Sea as a common patrimony, securing for them advancement and progress in all areas of their existence, fostering greater regional integration and forming the basis for continued cooperation in areas of shared concern and interest.

Focus

In order to achieve its objectives, the ACS has four (4) main focal areas; Sustainable Tourism, Trade Development and External Economic Relations and Transport and Disaster Risk Reduction. These focal areas highlight the susceptibilities of the region but also areas in which progress would bring the most benefit to the peoples of the Caribbean ensuring that the opportunities presented by this biodiverse and yet fragile ecosystem which encircles and shapes us, are utilised to the benefit of all.

DEFINITIONS

0.1 The Association

Refers to the Association of Caribbean States, (ACS) created by the Convention Establishing the ACS.

0.2 Convention Establishing the ACS:

Is the Convention Establishing the Association of Caribbean States (ACS), concluded on July 24, 1994 in Cartagena de Indias, Colombia.

0.3 The Secretariat

Refers to the Secretariat of the Association of Caribbean States, established in accordance with Articles VII, XIV and XV of the Convention Establishing the ACS.

0.4 Secretary General

Refers to the Secretary General of the Association of Caribbean States as established in Articles XIV and XVI of the Convention Establishing the ACS.

0.5 Staff of the ACS Secretariat

Staff of the ACS Secretariat is understood to include all those individuals, whatever their category, who perform a work function within the ACS Secretariat and who have signed a work contract with the ACS.

0.6 International Staff

The members of the International Staff are all those individuals who occupy the positions for the international staff at the ACS Secretariat approved by the Ministerial Council through Agreements 2/95 and 2/00.

0.7 Advisors

Advisors are all members of the International Staff, referred to as Senior Professional and Junior Professional in accordance with Agreement 2/95.

0.8 Local Staff

The members of the Local Staff are all those individuals who occupy the permanent positions for the local General Service Staff at the ACS Secretariat approved by the Ministerial Council through Agreements 2/95, 2/98 and 2/00.

0.9 Temporary Local Staff

Refers to the entire staff contracted by the Secretariat in accordance with the "Guidelines for Contracting Temporary Local Staff".

CHAPTER 1
GENERAL REGULATIONS CONCERNING STAFF OF THE ACS SECRETARIAT

1.1 Duties of the Staff:

Upon signing their contract of engagement staff of the Secretariat are required to read and sign as accepting the ACS Code of Conduct and Staff Manual which outline the Rights and Duties of Staff of the Secretariat.

The Staff of the Secretariat shall carry out the activities assigned to them with loyalty and dedication; they shall neither request nor accept instructions from any government or authority other than the Secretary General. They shall adhere strictly to the Convention Establishing the Association of Caribbean States, the decisions of the Ministerial Council, the Regulations of the Secretariat, this Manual, the Code of Conduct and any other instruction, regulation or provision issued by the Secretary General.

Staff members shall not make public declarations that could have a negative impact on the image of any Member Country.

1.2 Activities and Interests:

The Staff of the Secretariat may not, in their free time, or at the offices of the Secretariat, engage in lucrative activities that impact negatively on their performance at work or which could, in any way, prove detrimental to the interests of the Association.

International Staff members may not occupy any other post or accept any other form of employment during their tenure at the Secretariat. However, they may perform teaching, cultural, scientific or humanitarian functions provided that these activities do not affect the performance of the duties inherent to their post or incur costs for the Association.

To avoid jeopardising the interests of the Association, prior approval must be obtained from the Secretary General for the carrying out of the following activities:

- a) Issuing statements to the press, radio or other media;
- b) Participating in conferences, debates, movies, radio or television programmes to which they are invited, or publish articles, books or other documents, or accept fees, donations or compensation for such activities;
- c) Accepting decorations, medals or similar honours;
- d) Communicating to anyone, any unpublished information or decision to which they are privy by reason of their post or duties at the Secretariat, except in the course of their duties and with the authorisation of the Secretary General. This obligation shall be binding up to one year after a staff member has completed his/her tenure at the Secretariat;
- e) Holding public office or becoming candidates therefore, accepting invitations to testify, issue statements or voice opinions before the public powers of Member or non-Member States.

1.3 Political Activities:

The Staff of the Secretariat may exercise their right to vote and be affiliated with political parties, but they may not participate in political activities that the Secretary General considers a threat to, or incompatible with the independence and impartiality inherent in their role.

1.4 Use of Secretariat property

Staff of the ACS Secretariat shall use the property and assets belonging to the ACS for official purposes only and shall exercise reasonable care when utilising such property and assets.

1.5 Performance

Staff of the ACS Secretariat shall be accountable to the Secretary General for the proper discharge of their functions. Staff members are required to uphold the highest standards of efficiency, competence and integrity in the discharge of their functions. Their performance will be appraised periodically, in accordance with the procedure outlined in Chapter 7 and Annex III of this Manual, in order to ensure that the required performance standards are met.

The staff of the ACS Secretariat shall be at the disposal of the Secretary General during the established work day and work week for the performance of official functions. Exceptions may be made by the Secretary General as the need arises and during such times staff shall be required to work beyond the normal work day and week.

1.6 Intellectual Property Rights:

The intellectual property rights to any work done by a staff member of the Secretariat as part of his/her job, shall be the property of the Association according to Article 16 of Annex 1 of Agreement No. 10/95. This provision shall be equally applicable to consultants, advisers and experts who lend their services to the Association.

The staff of the ACS Secretariat shall recognise that all programmes, systems, or written material, whether printed or in electronic form, of any nature, which have been made, prepared, developed or enhanced by them, or together with others during their tenure and which are related to the organisations' scope, are the property of the Association.

1.7 Privileges, Rights and Immunities:

- a) The staff of the ACS Secretariat has the right to be treated with respect befitting their dignity as persons.
- b) The staff of the ACS Secretariat shall be entitled to receive prompt payment of the remuneration due to them, pursuant to their respective employment contracts in the case of the International Staff, and letters of appointment in the case of Local Staff.
- c) The staff of the ACS Secretariat shall be entitled to timely compensation for work conducted outside of the regular work day as defined within this Manual. Such compensation is to be regulated in accordance with that established by the Secretariat and the value of additional benefits to which they are entitled pursuant to Agreements No 2/95 and No. 10/95 of the Ministerial Council, this Manual and any other regulations in force.

- d) International Staff members of the Secretariat enjoy the privileges and immunities enshrined in the Headquarters Agreement signed between the Government of the Republic of Trinidad and Tobago and the Secretariat of the Association of Caribbean States, as well as those established in the Protocol on Privileges and Immunities signed among Member States and Associate Members that is in the process of being signed and ratified. The staff members of the Secretariat shall be entitled to an identification document accrediting them as such.

These privileges and immunities have been established in the interest of the Association and the Secretariat, to facilitate the proper performance of the duties of its staff. These privileges and immunities must therefore be exercised in strict compliance with and within the precise limits set out in the aforementioned Headquarters Agreement.

1.8 Disciplinary Procedures

- 1 (a) Disciplinary procedures outlined at Annex VII of this Manual shall be instituted against a staff member who fails to comply with his/her obligations and standards of conduct as set out in the Convention Establishing the ACS, the Staff Manual of the ACS Secretariat; the Code of Conduct, his/her terms of employment and any administrative rules and regulations issued thereafter by the Ministerial Council and/or the Secretary General.
 - (b) A progressive disciplinary process shall be adopted commencing with an oral reprimand and progressing in the manner outlined at Annex VII.
 - (c) Notwithstanding the above, disciplinary action up to and including termination can be imposed without previously imposing a lesser form of discipline, as the circumstance warrants.

2. For the purposes of this Manual the terms used shall be defined as follows:

“Oral reprimand” - a warning given for misconduct or for unsatisfactory work. This reprimand shall be given directly by the employee’s Supervisor or the Secretary General, but may be given by the Human Resources Manager, if he/she concludes that an oral reprimand is appropriate, when the misconduct involves the use of common services and facilities or behaviour which affects areas outside the competence of the employee’s supervisor. The fact that such a reprimand has been given shall be recorded in the employee’s administrative file.

“Written reprimand” shall be given when misconduct or unsatisfactory work makes it advisable to put this warning on record in the employee’s administrative file. Normally, it shall be given directly by the employee’s supervisor or the Secretary General, but it may be given at times by the Human Resources Manager, if he/she concludes that a written reprimand is appropriate, when the misconduct involves the use of common services and facilities or behaviour which affects areas outside the competence of the staff member’s supervisor.

"Suspension" is the temporary removal from duty without pay and without some or all of the benefits to which the staff member is normally entitled.

An employee is guilty of misconduct under these regulations if:

- a) He/she commits under these regulations any act of misconduct specified in Annex VII of this Staff Manual or
- b) He/she fails to comply with any regulation of the ACS.

3. (a) Where disciplinary action is contemplated, a letter of complaint shall be sent to the employee by the Human Resource Manager stating clearly, the breach complained of and giving the employee forty (40) working hours to respond to the allegation(s).

Within seventy –two (72) hours of receiving a response from the employee to the letter of complaint the employee's Immediate Supervisor shall convene a meeting with the employee to discuss the matter.

Should the employee fail to respond to the letter within the stipulated time or the discussions referred to above fail to resolve the matter, it shall be referred to a Disciplinary Committee established by the Secretary General, for hearing and determination.

The employee shall be notified in writing of the factual details of the allegations, the time and place of the disciplinary hearing at least one (1) week prior to the hearing and shall be given the opportunity to present his/her case to the Disciplinary Committee.

The Disciplinary Committee shall comprise: one (1) Director who does not function within the same work area of the employee, the Human Resource Manager, the Legal Advisor and a representative of the employee.

At the hearing, the employee may conduct his case either in person or by a representative of his choice.

The employee will be entitled to call witnesses and may cross examine the witnesses called in support of the charge.

If the employee does not attend the hearing without a timely reasonable excuse, the Committee may proceed in his/her absence.

No documentary evidence can be used against the employee if he has not been supplied with a copy of it previously or is given reasonable time to respond to it.

Where upon the completion of the hearing, the employee is found to have committed the alleged offence, the sanctions which may be imposed shall be in accordance with those outlined in Annex VII.

1.9 Orientation of Employees

In recognition of the fact that the first impression of the work place has significant impact on the new employee and the employee's future performance, the ACS is committed to conducting planned orientation programmes geared towards:

- Welcoming new employees;
- Inspiring a favourable attitude towards the job and the organisation;
- Communicating the standards of performance and code of conduct;
- Providing information regarding the rules; regulations and norms of the organisation;
- Providing information about benefits;
- Providing background, goals and objectives, management.

The orientation programme shall be conducted in accordance with the following:

- a) All new employees shall be required to attend an orientation session within the first month of his/her assumption of duty;
- b) Such a programme shall be facilitated by the Human Resource Manager in collaboration with the employee's Immediate Supervisor;
- c) Orientation sessions shall provide information including but not limited to: the history of the organisation; programmes; facilities; regulations; staff duties and responsibilities; and benefits.

1.10 Health and Safety:

The health and safety of the employees of the ACS and others is of paramount importance and therefore all are required to ensure that there is care in the conduct of activities and operations of the organisation.

Unsafe conditions, which may result in an accident, should be reported immediately upon discovery to the employee's immediate supervisor.

Employees are not to engage in practical jokes or horseplay.

Warning signs and signals posted to point out dangerous conditions are to be obeyed by all employees.

All accidents must be reported immediately, whether or not there is an injury. The employee must notify his/her Immediate Supervisor who will arrange for medical assistance where necessary; notify the Secretary General and prepare a report on the matter. The report must contain statements from any witnesses.

CHAPTER 2

CLASSIFICATION OF POSITIONS AND SALARY ADMINISTRATION

2.1 General Guidelines:

The Secretariat shall maintain a system of job classification and salary and wage administration that will enable it to achieve the following objectives:

- a) Properly analyse and classify all posts on the basis of their inherent duties and responsibilities; this analysis shall be performed with the periodicity required, together with the official occupying the post, his/her immediate supervisor and the Financial Manager of the Secretariat.
- b) Recognise by means of distinct levels of remuneration, the difference in the qualifications, duties and responsibilities required for the various posts;
- c) Reward the efficient and loyal services of the staff members of the Association, based on the importance with which each staff member performs his/her duties as well as his/her co-operation in the achievement of the objectives of the Secretariat of the Association.

2.2 Position:

The combination of functions, duties, responsibilities, authority and conditions for performance, defined in a specific and official work unit.

2.3 Classification of Positions:

The positions of the Secretariat are classified according to the general nature of their functions, their responsibilities and their requirements, in the following groups:

- a. - International Staff
- b. - Local Staff (General Service Staff).

All positions shall be classified in categories on the basis of the type of functions, the level of responsibility, authority and professional training and qualifications required.

2.4 Positions occupied by International Staff:

- a) Secretary General
- b) Directors
- c) Senior Professionals
- d) Junior Professionals

2.5 Positions occupied by Local Staff (General Service Staff):

- a) Clerical Staff
- b) Administrative Staff
- c) Technical Staff

2.6 Appointment:

The appointment of staff to occupy the posts mentioned in number 2.4 sub-paragraphs a) and b) of this Chapter, is decided by the Ministerial Council in accordance with Article IX, sub-paragraph e) of the Convention Establishing the Association of Caribbean States.

The appointment of staff to occupy the posts outlined in numbers 2.4 sub-paragraphs c) and d) and 2.5 sub-paragraphs a), b) and c) of this Chapter, is decided by the Secretary General according to the provisions of Article XIV number 5 of the Convention Establishing the ACS.

The appointment of any member of the Local Staff is considered effective from the date on which he/she begins his/her functions whereas, for the International Staff, his/her appointment becomes effective on the date on which he/she begins his/her journey to take up his/her duties, or as specified in his/her contract.

2.7 Appointment of an International Staff member to replace a member of staff whose contract is prematurely terminated:

In the case of the premature termination of the contract of an International Staff member due to any of the causes outlined in Chapter 5, number 2.3 of this Manual, pursuant to the provisions of Agreement 10/95 of the Ministerial Council, he/she shall be replaced by a staff member whose contract would be valid for three years, with the possibility of being extended to five, taking into consideration that his/her region of origin ensures proper geographic-linguistic balance in the staff of the Secretariat in accordance with the process established in Chapter 5.

2.8 Appointment of a Local Staff member to temporarily replace an International Staff member

In special cases, a staff member resident in Trinidad and Tobago may be temporarily contracted, while steps are being taken to fill the position, for a maximum of six months, with the sole salary benefit corresponding to the position of the staff member being replaced.

2.9 Appointment of Temporary Local Staff

The Temporary Local Staff of the Secretariat shall be appointed according to the "Guidelines for Contracting Temporary Local Staff" that is in force (**Annex I**).

2.10 Acting Appointments

Whenever a vacancy (temporary or permanent) occurs, an acting appointment may be made to the position in order to ensure continuity of operations.

Guidelines

Selection for acting appointments shall be based upon the candidate satisfying prescribed requirements of the position.

In the event of equality of efficiency and competence of two or more employees, consideration shall be given to the seniority of the employees available for such acting appointments.

- a) When an opportunity for an acting appointment arises, it will be the primary responsibility of the Unit Head to identify the most suitable candidate from either within the particular Unit or from another, if appropriate. At any stage, advice may be sought from the Human Resource Manager on the identification of the most suitable candidate.
- b) The Secretary General or duly authorised representative shall approve all acting appointments.

- c) An acting appointment, unless specifically stated, shall give the employee no special claim for promotion to the position.
- d) For the purpose of performance evaluation, the performance of an employee while acting in another position will be considered.
- e) An acting appointment shall not be considered to have been broken during periods of sick leave and during leave of casual absences from duty not exceeding five (5) consecutive working days; in such cases acting allowances shall be paid in respect of those periods.
- f) An employee who is acting in a higher position shall be paid an acting allowance based on the following principles:
 - 1) Where the salary in the substantive position is less than the minimum of the salary scale of the higher position, the acting allowance shall be the difference between the substantive salary and the minimum of the salary scale of the higher position;
 - 2) Where the salary in the substantive position is more than the minimum of the salary scale of the higher position, the acting allowance shall be the difference between the substantive salary and the next year on the higher salary scale that is higher than his/her substantive salary;
 - 3) Notwithstanding (a) and (b) above, an employee who is granted an acting appointment but does not satisfy the panel requirement for the job, including qualifications and experience, shall be paid an acting allowance equivalent to eighty percent (80%) of the difference between the substantive salary and the minimum of the salary scale of the higher position.

CHAPTER 3 SALARIES

3.1 Basic Monthly Salary of the International Staff:

The basic monthly salary for the positions held by the International Staff is fixed in accordance with Agreement No. 2/95, as indicated below:

| International Staff | Categories |
|----------------------------|-------------------|
| Secretary General | D-2 |
| Directors | D-1 |
| Senior Professionals | P-3 |
| Junior Professionals | P-2 |

The classifications of the Categories of the posts of the ACS have been drawn from the United Nations' categories without necessarily matching the levels of remuneration and benefits.

The value of the basic monthly salary shall correspond to the categories outlined above and shall be subject to the salary scale stipulated in the Ministerial Council Agreement presented as **Annex V**.

3.2 Basic Monthly Salary of the Local Staff:

The basic monthly salary for the positions held by the Local Staff shall be based on the salary scale periodically revised and considered together with the Budget of the ACS by the Ministerial Council and established through the Agreement presented in **Annex VI**.

3.2.1 Annual increase of Salary:

The annual salary increase attributable to Local Staff shall be so granted after the employee has completed one (1) year of service in accordance with the schedule in Annex VI of this Manual.

3.2.2 Classification of Local Staff:

Local Staff positions shall be established based on the classification of staff by levels, in accordance with what is provided in the "CLASSIFICATION OF STAFF AND SALARY SCALES", **Annex II** of this Manual, taking into account the degree of responsibility and expertise required for each position, the entry requirements and the functions for each post.

3.3 Payment of the Basic Monthly Salary, Social Benefits and Other Benefits:

The salaries of the International Staff shall be paid in United States dollars.

The salaries of the Local Staff shall be paid in Trinidad and Tobago dollars.

3.4 Advance payment of the monthly salary:

Advance payment of the entitled monthly salary may be granted to the Staff of the Secretariat upon their departure for an official mission or at the beginning of an authorised leave of absence, as long as the official date of payment falls within the time that the staff member is absent, or within the three (3) working days following his/her return to the workplace.

Advance payment of the entitled monthly salary may also be granted when requested by the employee under special circumstances and authorised by the Secretary General. In the case of salary advances sought for reasons other than departure on official mission, the employee will be entitled to a maximum of three (3) such advance payments in any one year.

3.5 Level of Basic Monthly Salaries, Social Benefits and Other Benefits:

In accordance with Article 19 of Annex 1 of Agreement No. 10/95, in order to specify the salary levels of both the International and Local Staff, the Secretary General shall take into account the budget approved by the Ministerial Council and the equivalent positions of the Secretariat and the categories mentioned in numbers 3.1 and 3.2 of this Chapter.

3.6 Regular Work Week:

The Secretary General and the Directors shall allocate responsibilities among their staff in such a manner as to ensure that they fulfil their obligations within the established work schedule. The basic monthly salaries correspond to a forty-hour (40) work week, Monday through Friday. When the demands of work so require, and with the approval of the Secretary General, Local Staff may be requested to work extra hours.

3.6.1 Work Day:

The normal workday shall begin at 9:00 a.m. and end at 5:00 p.m., with a one-hour lunch break between 12:00pm and 2:00pm.

3.7 Absences:

An employee shall not be absent without previous permission without notifying his/her supervisor or without reasonable excuse.

Employees shall not leave their posts during working hours without the permission of the Unit Head or other appropriate senior officer.

An employee who is absent in excess of three (3) days without previous permission or without approval/notification shall be considered as having abandoned his job.

3.8 Attendance:

Employees shall be regular and punctual in their attendance. In the case where an employee is late to work, notification should be given to his/her supervisor by 10:00am of the said day.

In a circumstance where an employee fails to report to work after four (4) hours from the start of the work day, half day will be deducted from his/her accumulated leave.

The record of attendance and departure shall be examined at least once per month by the employee's supervisor, and in cases of regular tardiness or irregular attendance the employee shall be warned in writing. Cases of irregular attendance or failure to work the stipulated hours per day may form the basis of disciplinary action.

3.9 Public Holidays:

Public holidays shall be those declared by the Government of Trinidad and Tobago, host country of the Association of Caribbean States.

3.10 Overtime

Staff members working beyond the regular work week shall be compensated for the extra hours. Overtime shall be regulated as follows:

- 1) Overtime is to be defined as time worked in excess of the scheduled work day or in excess of the scheduled work week or time worked on official holidays, provided that the proper authority has authorised such work.
 - a) The scheduled work day, work week and the official holidays are those that are established within the terms of article 3.6 of this Staff Manual
 - b) **Prior to** the commencement of work that constitutes overtime as defined in Article 3.6.3. (i), a member of staff **must** obtain the approval of the Secretary General. Such approval is to be documented on the prescribed form.
 - c) Following the grant of approval and the conduct of overtime, the staff member must fill in the prescribed form indicating: the time worked; and the purpose for which overtime was utilised.
 - d) The completed overtime form must be submitted to the employee's Immediate Supervisor for approval, as evidenced by his/her signature, and subsequently forwarded to the Human Resource Manager.
 - e) Casual overtime or less than one half hour worked on any day during the scheduled work week shall be disregarded.
 - f) Compensatory time off shall take the form of an equal amount of time off for overtime in the scheduled work day at the following rates:

Overtime worked Monday to Friday

First four hours - one and one half times hourly rate

Second four hours – two times hourly rate

Thereafter – three times hourly rate

Time worked on Saturday

First eight hours – two times the hourly rate

Thereafter – three times hourly rate

Time worked on Sunday

First eight hours – two times the hourly rate

Thereafter - three times hourly rate

- 2) Should the exigencies of the service permit, and subject to the prior approval of the Secretary General, occasional compensatory time off may be granted to staff

- 3) Compensatory time off may be given at any time during the month or the following month in which the overtime takes place, **and can never be rolled over to the next calendar year.**
- 4) In the case of the Driver/Messenger, the compensation shall take the form of an additional payment, at the following rates:

Overtime worked Monday to Friday

First four hours - one and one half times hourly rate

Second four hours – two times hourly rate

Thereafter – three times hourly rate

Time worked on Saturday

First eight hours – two times hourly rate

Thereafter – three times hourly rate

Time worked on Sunday

First eight hours – two times the hourly rate

Thereafter - three times hourly rate

3.11 Meals and Transport:

The Local Staff of the Secretariat who work overtime as defined within this Manual shall be entitled to the following:

- a) the grant of funds to or the reimbursement of funds for the, purchase of a meal to the maximum value of US\$10/TT\$60.
- b) the grant of funds or reimbursement, for the use of a taxi service to their home.

In each of the above instances overtime must be approved overtime within the stipulation of 3.6.3 of this Manual.

In the above instances the relevant receipt shall be submitted to the Accounting Officer along with the appropriate form.

CHAPTER 4 DUTIES AND RESPONSIBILITIES

4.1 Post of Secretary General:

The Secretary General occupies the principal administrative post of the Association, and is responsible for the overall administration of the Secretariat. The individual occupying this post shall be elected for a period of four (4) years and in accordance with the terms and conditions specified by the Ministerial Council, according to Articles IX sub-paragraph e) and XIV number 2 of the Convention.

In addition to the functions specified by the Convention Establishing the ACS and Agreement No. 10/95, this post shall entail the following duties:

- a) Determine the general policies and plans concerning the functioning of the Secretariat;
- b) Manage, monitor and ensure the fulfilment of the functions of the Secretariat, in accordance with the Convention Establishing the ACS and the programmes and policies approved by the Ministerial Council;
- c) Organise the operation of the Secretariat and suggest to the Ministerial Council, through the Special Committee on Budget and Administration, adjustments to the organisational structure, depending on the needs and the programmes and policies adopted;
- d) Ensure compliance with the regulations, rules and manuals of the Secretariat and propose measures deemed suitable for the better functioning of same.
- e) Supervise the management of the financial resources to ensure that they are disbursed in accordance with the Association's programmes and the Budget approved by the Ministerial Council;
- f) Appoint, remove and manage the non-elected staff members, in accordance with the terms and rules specified in the Convention and the Agreements of the Ministerial Council;
- g) Adopt information systems or channels within the Secretariat and with the Member Governments of the Association, for the implementation and follow-up of the Association's programmes and projects;
- h) Fulfil any other functions as determined by the Agreements approved by the Ministerial Council concerning the organisation of the Secretariat.

4.2 Post of Chargé d'Affaires:

In the absence of the Secretary General, the hierarchical organisational chart of the Secretariat (**Annex X**) shall remain unchanged.

In the absence of the Secretary General, at least two Directors shall always remain at the Headquarters of the Association, including the individual functioning as Head of the Secretariat, except in the event of the convening of the meetings of the Ministerial Council, the Executive

Board, Intersessional Meetings, Meetings of Heads of State or when the meetings of the Special committees or Working Groups coincide (see Annex IV Manual, ACS Official Travel Policy).

The post of Chargé d’Affaires shall be delegated in the following manner:

1. Delegation shall be by rotation among the three elected High Level Officials (Directors) of the Secretariat, taking into account the convening of Meetings of the Special Committees, Technical Groups, official missions and other responsibilities of the Directors.
2. The delegation of competencies and authority shall be communicated in a timely fashion to the official appointed and before the staff or representatives are notified.
3. At the time of the appointment, the official shall be informed verbally or in writing regarding any outstanding or foreseeable issues that may arise during the management of the post, as well as any special instructions deemed appropriate by the Secretary General.
4. The Chargé d’Affaires shall ensure “the highest standards of efficiency, competence and integrity” in the execution of his/her duties as mandated by Article XIV, Paragraph. 5 of the Convention Establishing the ACS.
5. The Chargé d’Affaires shall represent the Secretariat exclusively (verbally and in writing, regardless of the physical or electronic means):
 - a) With the Headquarters Country, including all its public and private institutions;
 - b) In relation to the ministries and Secretariats of Foreign Affairs and all public and private entities of Member States and Associate Members, as well as those of Third Countries;
 - c) In relation to the Secretariats and/or representatives of all Regional and International Organisations;
 - d) In relation to the media of the Headquarters Country and of the Member States and Associate Members, as well as that of Third Countries and the transnational media;
 - e) In relation to the banking entities responsible for any funds belonging to the Association of Caribbean States, with only the limitations imposed by the internal regulations of the ACS, the laws of the Republic of Trinidad and Tobago and the contracts entered into between the ACS and said banking entities;
6. Apart from routine contacts, no official or unofficial communication shall be dispatched from the Secretariat which does not have the approval of the Chargé d’Affaires.

Without prejudice to the foregoing, the Secretary General may, as appropriate delegate particular functions to the Directors, the Legal Advisor or Political Advisor. In his absence, these Officers are required to co-ordinate their activities with the Chargé d’Affaires and otherwise comply with the provisions of this Article.

4.3 Posts of Directors:

The staff members assigned to these posts are responsible for directly assisting and advising the Secretary General. Consequently, they coordinate and control the internal units that shall be responsible for the implementation and development of the policies, plans and programmes

of the Association. The individuals occupying these posts shall be elected by the Ministerial Council in accordance with the provisions of Article IX sub-paragraph e) of the Convention.

In addition to other functions, the staff members occupying these posts shall be responsible for the following duties:

- a) Advise the Secretary General on the formulation, coordination and implementation of policies, programmes and projects to be developed by the Secretariat;
- b) Assist the Secretary General in establishing and maintaining relations with the Executive Boards of the Special Committees;
- c) Provide technical assistance and advice on matters entrusted to them by the Secretary General;
- d) Provide opinions for decisions to be taken concerning the adoption, implementation and management of the Association's programmes and projects;
- e) Coordinate and participate in the supervision and implementation of co-operation agreements, programmes and projects entrusted to the Secretariat by the Ministerial Council;
- f) Attend and participate in the meetings of the Association's Special Committees and other meetings, conferences, and activities associated with the proper functioning of the Association and the achievement of its goals and objectives.
- g) Prepare and present reports on activities conducted, at the required opportunity and time;
- h) Coordinate, supervise and evaluate the activities and work of the staff members in their immediate charge;
- i) Carry out any other functions outlined in the manuals and regulations issued by the Secretary General and the approved agreements.

4.4 Professional Posts:

These positions entail functions whose nature requires the development of activities that need both the application of knowledge acquired through university training, as well as capabilities for analysis and foresight to formulate and develop plans, programmes and projects.

The functions assigned to these posts shall be managed by the immediate supervisor of the staff member occupying said post.

In addition to other functions, the staff members occupying these posts shall be responsible for the following duties:

- a) Application of knowledge, principles and techniques of an academic discipline;

- b) Analysis, planning and recommendation of actions that should be adopted for the fulfilment of the objectives and functions of the Secretariat;
- c) Provision of advice and execution of analyses as requested by staff members in higher positions;
- d) Provision of suggestions towards the creation and formulation of procedures and systems designed to enhance productivity, with a view to achieving optimum use of the resources available;
- e) Study, evaluation and formulation of ideas on issues related to their field and on requests made by staff members in higher positions;
- f) Provision of advice on matters related to their field in accordance with the programmes and projects of the Association;
- g) Preparation and presentation of reports on activities conducted at the required opportunity and time;
- h) Execution of any other functions assigned to them, in accordance with the nature and profession of the holder of the position.

CHAPTER 5
SELECTION AND APPOINTMENT OF INTERNATIONAL STAFF

5.1 Selection Criteria:

The non-elected staff members shall be selected by the Secretary General taking into account the opinions of the Director of the area to which the staff member will be assigned and of the International Staff Member responsible for Budget and Administration. The following criteria shall be taken into consideration:

- a) In selecting staff members and determining their working conditions, a high level of efficiency, competence and integrity must be sought. The candidates must meet the minimum requirements in terms of the qualifications and experience required for the performance of the duties for which they are being considered, in addition to the criteria specified in Article 9 of Annex I of Agreement No. 10/95, which are as follows:
 - i) Profession.
 - ii) Academic qualifications.
 - iii) At least five (5) years professional experience.
 - iv) Specialisation where necessary depending on the nature of the post.
 - v) Knowledge of at least two of the three official languages of the Association.
- b) In order to promote incentives and recognition through the preferred action of filling vacant posts with Secretariat staff, promotions and transfers shall be supported on the condition that they are adjusted to suit envisaged needs and provided that there are positions vacant. When it is impossible to fill a vacant post through a promotion or transfer, the candidate with the best capabilities and requirements for the job shall be selected.
- c) Staff members occupying posts reserved for the International Staff shall be nationals of the Association's Member States. Due consideration shall be given to achieving the widest geographic and linguistic representation possible.
- d) Candidates must not have immediate relatives working within the Secretariat. Also, it is not recommended that two members of the International Staff marry each other during their period of service at the Association.
- e) Factors such as race, sex or religion shall not be considered in the selection of candidates for vacant posts.

5.2. Selection Process:

In the case of the International Staff, the Ministries, Secretariats and Departments of Foreign Affairs of ACS Members shall be requested to submit at least three (3) curriculum vitae of potential candidates to be considered for the vacant posts; respecting the principle of geographic distribution and linguistic representation among the vacant and non-vacant positions.

Consequently, the Secretariat shall provide the Ministries, Secretariats and Departments of Foreign Affairs of ACS Members with the following information:

- a) Title of the post.
- b) Basic monthly salary and other benefits
- c) Duration of the contract.
- d) Duties and responsibilities.
- e) Professional qualifications and requirements.

- f) Documents to be submitted with the curriculum vitae.
- g) Deadline for the submission of candidates' curriculum vitae.

5.2.1 Employment Contract:

The employment contract must comply with the terms and conditions specified in Articles 20 and 21 of Annex I of Agreement No. 10/95 and any other regulations in force at the moment the contract is signed.

The contract shall specify at least the following aspects:

- a) Name and nationality of the staff member.
- b) Category and title of the post.
- c) Rights and Duties.
- d) Functions and responsibilities.
- e) Basic monthly salary and benefits, form of payment and currency used.
- f) Term and duration of the contract.
- g) Place contracted to work and location where the contract will be fulfilled.
- h) Residential address for all legal purposes.
- i) Confidentiality and intellectual property clause

5.2.2 Point of Origin:

The point of origin shall be understood as the country where the staff member was contracted and where he/she began his/her trip to formally assume his/her functions.

5.2.3 Termination of Contract:

The employment contract shall be terminated for the following reasons:

- a) **Resignation:** In such cases, the staff member takes the initiative to vacate his/her post by indicating to the Secretary General in writing, his/her desire to terminate the contract, giving notice of at least thirty (30) calendar days from the date on which he/she expresses the desire to be relieved of his/her duties.

Failure to provide thirty (30) days notice will result in the forfeiture of one month's salary.

The thirty (30) day notice period may be waived by the Secretary General if he considers it to be in the best interest of the Secretariat.

- b) **Serious Misconduct:** The Secretary General may terminate an employment contract when the staff member fails to observe the high standards of conduct and integrity expected of an international official.
- c) **Unsatisfactory Service:** Service may be terminated on the initiative of the Secretariat if the staff member does not perform his/her duties satisfactorily, according to the outcome of the evaluation referred to in Chapter 7 of this Manual.
- d) **Downsizing:** When the Ministerial Council considers it necessary to reduce the number of posts approved within the Association, the necessary measures shall be taken, where possible, to reassign the affected staff members to vacant posts within the respective Staff Group, according to their professional training and expertise.

- e) **Prolonged Illness:** Service may be terminated on the initiative of the Secretariat for reasons of physical or mental illness that have rendered or may render the staff member incapable of performing his/her duties satisfactorily, according to the medical evaluation requested for such purpose.
- f) **Expiration of Contract:** The normal termination of contract shall occur upon the expiration of the term stipulated in the contract.
- g) **Death of a staff member:** In the case of the death of a staff member, the contract comes to an end on the date on which the death occurs.

5.2.3.1 Termination of contract due to Serious Misconduct:

a) Suspension: If the Secretary General considers terminating the contract of an International Staff member other than a High Level Official, due to Serious Misconduct, said staff member shall be suspended from his/her duties until the measure is authorised by the Executive Board of the Special Committee on Budget and Administration.

(i) This suspension shall be effectuated with remuneration.

(ii) The suspension shall not jeopardise the rights of the staff member and does not constitute a disciplinary measure.

(iii) By virtue of sub-paragraph (a) above, the suspended International Staff member shall be notified in writing, of the reasons for the suspension and its possible duration.

b) Procedure: The Executive Board of the Special Committee on Budget and Administration shall be notified in writing by the Secretary General of the disciplinary measure proposed. The International Staff member in question may also dispatch to the Executive Board of the Special Committee a letter in his/her defence.

In the event that the Secretary General proposes the termination of contract, the Executive Board of the Special Committee shall indicate via a letter dispatched by its Chairman to the Secretary General, with a copy to the staff member in question, within at least 30 working days from the date of the communication received from the Secretary General. The termination of contract shall be effective from the date of the letter dispatched by the Chairman of the Committee. If there is no statement from the Executive Board within (30) days, the Secretary General may effectuate the termination of contract. If the Executive Board of the Committee does not agree with the Secretary General's proposal the Secretary General shall request the Chairman of the Special Committee to present the case for the consideration of the Ministerial Council during its next meeting. The Chairman of the Special Committee shall comply with the request.

5.3 Benefits for the Premature Termination of Contract of an International Staff Member for reasons non-attributable to the Staff Member:

When a contract is terminated prior to the date stipulated therein, for reasons non-attributable to the staff member, regardless of his/her period of service, and except for the provisions of sub-paragraph c), he/she shall be entitled to the following benefits:

- a) Payment of a return flight for the staff member and his/her dependants to their point of origin.

- b) Payment for the shipping of the staff member's personal effects to his/her point of origin, according to what is stipulated in number 11.5, sub-paragraph c, of Chapter 11. The benefits referred to in this article shall only be paid when the staff member leaves the country and when the cost is not paid by a government or another organisation.
- c) A repatriation or readjustment grant in accordance with number 11.2 of Chapter 11.

In the event the contract is terminated for reasons of Serious Misconduct, the International Staff member shall not be entitled to the advance payment on the effective date of the termination of the contract addressed in number 5.5 of this Chapter.

5.4 Benefits for the Normal Termination of Contract of an International Staff Member:

Upon completion of the term of service specified in the respective contract of the International Staff member, the Secretariat shall be responsible for the following:

- a) A return flight for the staff member and his/her dependants to their point of origin;
- b) Payment for the shipping of the staff member's personal effects to his/her point of origin, according to what is stipulated in number 11.5 of Chapter 11;
- c) A repatriation or readjustment grant in accordance with number 11.2 of Chapter 11.

5.5 Partial Advance Payment of Social Benefits:

The Secretary General may authorise the partial advance payment due to a member of international staff who has completed two (2) or more years of uninterrupted service, on the effective date of the termination of the contract, in accordance with budgetary resources.

5.6 Right to a Hearing:

All members of the International Staff, directly appointed by the Secretary General, shall have the right to be heard with respect to the application of disciplinary or administrative measures that are prejudicial to his/her interests.

5.7 Right to Review:

All members of staff shall have the right to request in writing from the Secretary General, a review of any disciplinary or administrative measure adopted, which they consider inimical to their interests.

5.8 Evaluation Review Committee:

The Secretary General shall establish an Evaluation Review Committee to examine all facts and explanations submitted by the staff member.

The Evaluation Review Committee shall comprise one (1) Director who is not in his/her area, the Human Resource Manager, the Legal Advisor and a representative of the staff member appointed directly by the Secretary General.

5.9 Procedure for the commencement and termination of duties

International staff members shall commence their duties, and, upon the completion of their contract, they shall hand over their post, following the procedure established by the Secretariat for the assumption and handing over of positions as follows:

- a) Prior to the cessation of duties a staff member shall prepare a written handover document outlining the duties and responsibilities of the position; the goals and objectives of the Unit within which he/she functions; the achievements of the Unit thus far and the role of his/her position as part of those achievements; the pending matters in relation to the Unit and the pending matters that he/she is responsible for. This document shall also include a guide as to the documents that are within the remit of his/her position and where they are located.
- b) The handover document must be submitted to the employee's Immediate Supervisor for review and approval;
- c) Upon approval the employee shall provide a verbal handover to his/her Immediate Supervisor in the presence of another party where it is considered necessary addressing the issues identified within the handover document and any other related matters.,

Prior to the cessation of duties an employee will be required to engage in an exit interview with his/her Immediate Supervisor or another designated official.

Upon the assumption of duty of a new employee within the recently vacated position, the Immediate Supervisor shall provide the handover document to the new employee and provide a verbal handover exercise to complement the document.

CHAPTER 6 SELECTION AND APPOINTMENT OF LOCAL STAFF

6.1 Selection Process for Local Staff posts:

The selection process shall comprise the notice, the pre-selection process and the probationary period.

Temporary Local Staff shall be contracted according to what has been established in the "Guidelines for Contracting Temporary Local Staff", approved by the 7th Meeting of the Special Committee on Budget and Administration. (**ANNEX I**)

6.1.1 Notice:

The decision to issue an announcement/notice for a vacancy shall be made jointly by the Secretary General and the Directors.

The announcement/notice shall be submitted to the Ministry of Foreign Affairs of the headquarters country of the Association, at least thirty-five (35) calendar days prior to the date selected for the probationary period and an application form shall be drafted with the following information:

- a) Title of the post;
- b) Basic monthly salary, social benefits and other benefits;
- c) Duties and responsibilities;
- d) Professional qualifications and requirements;
- e) Documents that must accompany the application form;
- f) Selection procedure;
- g) Duration of the probationary period to which the selected candidate shall be subjected;
- h) Place and deadline for the submission of applications.
- i) Duration of the contract

6.1.2 New notice:

If no applications are received, another notice shall be issued within twenty (20) days after the date of the initial announcement/notice.

6.1.3 Pre-selection:

A shortlist of candidates shall be drawn up from among the applications received. Omission from said list shall be based on candidates' failure to satisfy the requirements outlined in the vacancy notice.

6.1.4 Probationary Period:

The candidate selected shall be assigned a probationary period, during which his/her immediate supervisor shall evaluate his/her performance so as to make an assessment in terms of efficiency, adaptation and personal conditions in carrying out the functions inherent to the post.

The probationary period shall last for six (6) months and its duration shall be specified in the

notice, according to the nature and category of the post.

6.1.5 Completion of the probationary period:

The staff member on probation is entitled to remain in his/her post for the stipulated period, provided that he/she displays proper conduct, and carries out his/her functions and responsibilities with loyalty, efficiency and honesty.

During the probationary period, the staff member shall be entitled to all benefits except those related to the Pension Fund.

6.1.6 Non-payment of indemnity or social benefits:

This occurs when the services of a staff member are terminated during the probationary period, as a result of an unfavourable evaluation.

6.1.7 Confirmation of appointment:

A staff member is confirmed in a post when he/she obtains a satisfactory performance evaluation.

6.2 Termination of the contract of the Local Staff Member:

A Local Staff member shall be relieved of his duties for the following reasons:

- a) **Resignation:** A Local Staff member may present his/her resignation, giving notice of at least thirty (30) working days prior to the scheduled date of resignation.
- b) **Retirement**
 - (i) subject to subsection (ii) of this provision, permanent members of the Local Staff must retire on attaining the age of sixty (60) years.
 - (ii) with the consent of the Secretary General a permanent member of the Local staff who has attained the age of sixty (60) may remain in employment for a period of not more than five (5) years after his/her sixtieth (60th) birthday.
- c) **Serious Misconduct:** The Secretary General may terminate a Local staff member's service without prior notice in cases of serious misconduct that jeopardise the functioning of the Secretariat, or if the Local Staff member constitutes an obstacle to the achievement of the aims and objectives of the Association.
- d) **Unsatisfactory Service:** Service may be terminated on the initiative of the Secretariat if the Local staff member does not perform his/her duties satisfactorily, according to the outcome of the evaluation referred to in Chapter 7 of this Manual.
- e) **Downsizing:** When the Ministerial Council considers it necessary to reduce the number of posts approved within the Association, the necessary measures shall be taken, where possible, to reassign the affected Local staff members to vacant posts within the respective Staff Group, according to their professional training and expertise.
- f) **Prolonged Illness:** Service may be terminated on the initiative of the Secretariat for

reasons of physical or mental illness that have rendered or may render the Local staff member incapable of performing his/her duties satisfactorily, according to the medical evaluation requested for such purpose.

6.3 Benefits in the case of resignation of a Local Staff member:

When a Local staff member tenders his/her resignation, he/she shall receive payments based on his/her basic salary, social benefits and grants not paid in advance, as specified in this Manual and any other regulations in force at the time of his/her resignation. Similarly, he/she shall receive any other remuneration as stipulated in the labour laws of Trinidad and Tobago, and compatible with the benefits granted when the Letter of Appointment was signed.

6.4 Partial Advance Payment of Social Benefits:

The Secretary General may authorise the partial advance payment due to a Local Staff member who has completed two (2) or more years of uninterrupted service, on the effective date of the termination of the contract, in accordance with budgetary resources.

6.5 Benefits for the termination of contract of the Local Staff member for reasons non-attributable to the staff member:

When a Local staff member's contract is terminated for reasons non-attributable to him/her, he/she shall receive the full amount of contributions paid to the Fund, provided that advance payments have not been made. Similarly, he/she shall be entitled to the payment of all indemnities specified in the labour laws of Trinidad and Tobago, for similar cases, which are in effect at the time of termination, and are compatible with the benefits granted when the Letter of Appointment was signed.

6.6 Right to a Hearing:

Any member of the Local Staff shall have the right to be heard with respect to the application of disciplinary or administrative measures that he/she considers prejudicial to his/her interests.

The procedure shall be implemented as established in numbers 5.6, 5.7 and 5.8 of Chapter 5 of this Manual.

6.7 Procedure for the commencement and termination of duties:

Local staff members shall commence their duties, and, upon their completion, they shall hand over their duties of the post, following the procedure established by the Secretariat for the assumption and handing over of positions as follows:

- a) Prior to the cessation of duties a staff member shall prepare a written handover document outlining the duties and responsibilities of the position; the goals and objectives of the Unit within which he/she functions; the achievements of the Unit thus far and the role of his/her position as part of those achievements; the pending matters in relation to the Unit and the pending matters that he/she is responsible for. This document shall also include a guide as to the documents that are within the remit of his/her position and where they are located.
- b) The handover document must be submitted to the employee's Immediate Supervisor for review and approval;
- c) Upon approval the employee shall provide a verbal handover to his/her Immediate Supervisor in the presence of another party where it is considered necessary

Prior to the cessation of duties an employee will be required to engage in an exit interview with his/her Immediate Supervisor or another designated official/complete the prescribed exit interview form at Annex VIII.

Upon the assumption of duty of a new employee within the recently vacated position, the Immediate Supervisor shall provide the handover document to the new employee and provide a verbal handover exercise to complement the document.

CHAPTER 7 PERFORMANCE EVALUATION

The Secretariat shall maintain a Performance Evaluation programme based on the performance, quality of work, team participation and conduct of the staff members who have been directly appointed by the Secretary General, according to the provisions of Article XIV, number 5 of the Convention. The Evaluation System approved by the 4th Ordinary Meeting of the Ministerial Council and recommended by the 7th Meeting of the Special Committee on Budget and Administration shall serve as a basis for carrying out such evaluations (**Annex III**).

CHAPTER 8 PROCUREMENT POLICIES

8.1 General Guidelines:

The Office of the Secretary General, Directorates and Units of the ACS in collaboration with the Financial Manager, shall perform advanced planning for all procurement in order to ensure that the organisation meets its needs in the most effective, economical and timely manner. Annual procurement plans shall coincide with budgets and shall address technical, operational, management and other significant considerations.

The Secretary General shall manage the procurement function.

8.2 The Lease or Purchase decision:

The Financial Manager should address the decision of whether to lease or purchase an item on a case-by-case basis, evaluating the comparative life-cycle costs, the nature of the procurement and other relevant factors. At a minimum the following factors shall be taken into account:

- Estimated period of time the equipment is to be used and the extent of the use during that time;
- Financial and operational advantages of alternative types and makes of equipment;
- Cumulative rental or lease payments for the estimated period of use;
- Net purchase price;
- Opportunities for redeployment of equipment after completion of intended use;
- Maintenance and other service costs;
- Potential obsolescence, due for example, to imminent technological improvements; and
- The net present value of either option.

Purchase is appropriate if goods or services will be used beyond the point in time when cumulative leasing costs exceed the purchase costs.

Leasing is appropriate if it is to the benefit of the ACS under the circumstances of the particular procurement. Leasing may also serve as an interim measure when the circumstances require immediate use of goods or services to meet objectives or do not currently support acquisition by purchase.

8.3 Procurement Methods:

The Secretary General in consultation with the Financial Manager shall plan the process of procurement to ensure that the most appropriate methods are employed having regard to the nature and value of the goods, works or services required and the circumstances surrounding the procurement.

Procurement shall be made by way of the methods described in the Procurement and Procedures Manual of the ACS Secretariat.

8.4 Conflict of Interest:

Parties involved in the procurement process and who have connections with ACS staff must so declare at the start of the procurement process or whenever the party becomes aware of the

conflict and shall immediately disqualify himself/herself from participation in the particular procurement.

8.5 Confidentiality:

Every person who is in any way involved in the procurement process shall regard and deal with all documents and information relating to the functions of the procurement process as confidential.

8.6 Code of Conduct for Suppliers and Contractors:

Contractors and Suppliers doing business with the ACS shall be held to standards promoting sound and ethical business practices. The standards of conduct for contractors or suppliers are as follows:

- Contracts shall be negotiated only with the staff of the ACS authorised to do so;
- The conditions of the contract are binding on all parties concerned;
- Any supplier or contractor offering gifts or personal advantages to ACS staff or representatives may preclude themselves from current and/or future tenders;
- All contract information is to be treated as confidential and contract documentation shall be kept securely;
- All meetings between the suppliers or contractors and the ACS staff shall be appropriately recorded and minutes taken and filed;
- Any case of bribery shall be reported to the Financial Manager and the Secretary General.

8.7 Dispute Resolution:

Any supplier or contractor who cleared loss or injury due to a breach under the policies contained in this Manual, may seek review, except as it concerns the selection of a method of procurement or a decision by the ACS to reject all tenders prior to acceptance.

Tender documents shall indicate the deadline for submission of protests and the appropriate forum for resolution of disputes in the event that informal resolution is not successful. A protest shall be recognised when a complaint, objection, rejection or other manifestation of disagreement has been submitted in writing within the established time limits by the contractor to the Financial Manager of the ACS.

When disputes with contractors arise, it is in the interest of the parties to the dispute to seek an amicable and speedy resolution. Therefore, in the first instance the dispute will go through the process of negotiation.

In the event that negotiation does not result in the resolution of a dispute. The matter will then go to mediation. In the event that mediation fails, the ACS shall nominate an arbitrator subject to the agreement of the supplier or contractor. The arbitrator shall have full and final powers to determine the final solution.

8.8 Procurement of Fixed Assets:

All purchases of fixed assets must be recorded in the ACS Fixed Asset Register. ACS assets must not be relocated or disposed of without such relocation or deposal being recorded

SELECTION AND CONTRACTING OF CONSULTANTS AND EXPERTS

8.9 Consultants:

In accordance with the provisions of Article 23 of Annex I of Agreement No. 10/95, the Secretariat may contract consultants for periods of one year or less. In selecting consultants the process shall be:

- transparent and equitable;
- made to ensure that consultants selected are fully competent to provide high quality service; and
- undertaken, to ensure that services are delivered in an economic, efficient and timely manner.

Consultants carrying out their functions outside their place of residence or away from the Headquarters of the Association shall be entitled to airfare, per diem and other travel expenses required for the mission assigned to them.

8.9.1 Terms of reference for the selection of consultants:

When selecting a consultant, at least three potential candidates shall be considered, if the fees exceed US\$3,000. The following are the criteria that shall be used:

- a) Profession.
- b) Academic qualifications.
- c) Professional experience.
- d) Areas of specialisation.
- e) Knowledge of at least two of the three official languages of the Association.

In addition to the above the following considerations shall guide the selection process:

- a) The need for high quality services;
- b) The need for economy and efficiency;
- c) The need to give all qualified consultants an opportunity to compete in providing the services financed by the ACS;
- d) The interest in the ACS in encouraging the development and use of national consultants of its Member States; and
- e) The need for transparency in the selection process.

The selection process for Conflict of Interest

Consultants shall provide professional, objective and impartial advice and at all times shall hold the interest of the client as paramount, without any consideration for future work and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the ACS.

Without limitation to the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

- a) **Conflict between consulting activities and procurement of goods, works, or services (other than consulting services covered by these policies):** A firm that has been engaged by the ACS to provide goods, works, or services (other than consulting services covered by these policies) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely a firm hired to provide consulting service for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works, or services (other than consulting services covered by these policies) resulting form or directly related to the firm's consulting services for such preparation or implementation.
- b) **Conflict among consulting assignments:** Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.
- c) **Relationship with ACS Staff:** Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of ACS Staff who are directly or indirectly involved in any part of:
 - 1) The preparation of the Terms of Reference of the contract;
 - 2) The selection process for such contract, or
 - 3) Supervision of such contracts,
 may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ACS throughout the selection process and execution of the contract.

Individual consultants may be selected on a sole-source basis with due justification in exceptional cases, such as:

- a) The assignment is a continuation of previous work that the consultant has carried out and for which the consultant was selected competitively;
- b) When the individual is the only consultant qualified for the assignment,

8.9.2 Training or transfer of Knowledge:

If the assignment includes an important component for training or transfer of knowledge to ACS staff, the Terms of Reference shall indicate the objectives, nature scope, and goals of the training program including details on trainers and trainees, skills to be transferred, time frame and monitoring and evaluation arrangements.

8.9.3 Employment Contract for Consultants:

The employment contract shall include at least the following elements:

- a) Objectives.
- b) Duration.
- c) Value of the contract and form of payment.
- d) Place contracted to work and location where the contract will be fulfilled.
- e) Types of Reports that must be submitted and their frequency.
- f) Supervision of work.
- g) Residential address for all legal purposes.
- h) Intellectual property rights.
- i) Withholding of information.

8.10 Co-operation Experts:

The Secretariat may enter into agreements with the Governments of the Member States and Associate Members and the Heads of International Organisations, to assign personnel on secondment to provide specific services to the Secretariat. Said personnel shall be paid by their respective Governments or Organisations.

CHAPTER 9 SOCIAL BENEFITS

9.1 Social Benefits:

The term social benefits shall be understood as the rights and privileges granted to the Staff of the Secretariat during their period of employment with the Association.

9.2 Annual Vacation:

9.2.1 Local Staff

a) Accumulation of Annual Leave:

Regular full-time staff members have the right to accumulate annual leave at 2.08 working days for each month of service.

All staff members shall take their vacation during the year of service. If work circumstances require as such, a maximum of (twenty five) 25 days shall be transferred to the following calendar year.

b) Payment of vacation upon cessation of duties:

When a permanent staff member resigns, said employee shall receive payment for the days of vacation not taken, but it shall not exceed the accumulated leave for one year (25 working days).

9.2.2. International Staff

a) Accumulation of Annual Leave:

International Staff members are entitled to twenty-five (25) working days for each year of service to be calculated at 2.08 working days for each month of service.

International Staff members shall take their vacation during the year of service. If work circumstances require as such, a maximum of 25 working days shall be transferred to the following calendar year.

b) Payment of vacation upon cessation of duties:

When the contract of an International Staff member is terminated or if he/she resigns prior to the completion of said contract, the staff member shall receive payment for the days of vacation not taken, but it shall not exceed the accumulated leave for one year (25 working days).

c) Replacement:

When a staff member receives payment for accumulated leave, the Secretariat shall not hire a new official to replace the outgoing until the paid period of vacation is completed.

9.2.3 Planning of Vacation:

The Staff of the ACS Secretariat shall make their proposals for vacation at the beginning of the calendar year so that the Secretariat can prepare a roster. With this roster, the Secretariat will be able to conveniently distribute vacation for the entire staff throughout the year.

9.2.4 Authorisation for Leave:

The Staff of the ACS Secretariat may take their vacation on the condition that the proposal for said leave has been duly authorised by his or her Immediate Supervisor and the Secretary General.

9.3 Maternity Leave:

The female Staff members of the Secretariat belonging to both the permanent International Staff and the permanent Local Staff is entitled to thirteen (13) weeks paid maternity leave once at the time of applying for said leave the employee has completed twelve (12) months of continuous service.

Maternity leave shall be granted from the date indicated by the employee's doctor, who shall issue the relevant medical certificate to be submitted to the Secretariat by said member of staff.

The employee who suffers a miscarriage after twenty eight (28) weeks shall be entitled to paid leave for a period not exceeding half (50%) of the maternity leave stipulated, after a medical certificate is presented.

If the miscarriage occurs before twenty eight (28) weeks, the Secretariat may grant sick leave according to what is stipulated in number 9.4.

A male employee shall be eligible for five (5) working days leave in an instance where his wife or cohabitant has had a child. Such leave eligibility shall be available no more than once per year.

9.3.1 Effects of Maternity Leave:

Maternity leave does not interrupt a staff member's service or affect the calculation of social benefits referred to in this Chapter.

9.4 Sick Leave:

The Secretariat shall grant paid leave to staff members in the event of disability due to illness or accident.

Such leave shall be granted for reasonable periods, which, without jeopardising the interests of the Secretariat, would allow the staff members to recover.

When a staff member is unable to attend work due to illness or physical disability, he/she shall notify the Secretariat by 10:00am on the said day and may benefit from paid sick leave, subject to the following restrictions:

- a) Absence from work, due to illness or injury; for a period in excess of two (2) days must be supported by a Medical Certificate.

Such sick leave shall not exceed a total of fifteen (15) days per calendar year.

- b) In the case of an employee who habitually takes advantage of the provision in 9.4 (a) above, the Secretary General may require him/her to present himself/herself for Medical examination by a medical examiner approved by the ACS.
- c) Temporary disability over an extended period of time: If a period of illness or disability exceeds that stipulated in the previous sub-paragraph, the staff member shall be entitled to sick leave for a maximum of sixty (60) days.
- d) In the event that the abovementioned period is exceeded, the Secretariat is empowered to terminate the services of the staff member concerned. In special cases, this period may be extended, provided that approval is given by the Secretary General.

Temporary disabilities requiring more than 15 days in one calendar year, and according to sub-paragraphs (b) and (c), must be substantiated by a medical certificate.

9.5 Special Leave:

- a) In the case of the death of a member of an employee's immediate family the employee shall be eligible, per calendar year, for Bereavement Leave of:
 - i) three (3) working days where the death occurs in Trinidad; and
 - ii) four (4) working days where the employee resides in Trinidad, the death occurs in Tobago and the employee travels to Tobago.
 - iii) Five (5) working days where the death occurs outside of Trinidad and Tobago and the employee travels abroad.

Immediate relative shall include an employee's spouse, child, mother, father, brother, sister, grandparents, guardian or ward.

- b) Arrangements shall be made for staff members enrolled in courses to attend classes, provided that these are in no way incompatible with the type of work in which they are engaged, or with the development of the Secretariat's activities. Staff members desirous of obtaining such leave shall communicate the days, times and venue of their classes. Once the Immediate Supervisor and the staff member have agreed on how this will be accommodated, this must be communicated to the Secretary General in writing with supporting documents, for his approval.
- c) Similarly, the Secretary General may grant a maximum of three (3) months special leave without pay, or the accrual of benefits, provided that this does not disrupt the smooth functioning of the Secretariat.

CHAPTER 10 **PENSION FUND**

10.1 Pension Fund:

The objective of the Pension Funds for the International and Local Staff members, respectively, is to provide savings for the benefit of everyone, and shall be managed by an Executive Board established for each Pension Fund and elected by the staff members themselves, in accordance with the regulations provided.

The savings shall be given to each staff member upon the termination of his/her services, or in part to the staff member and his/her family for loans, according to the terms and conditions established in the Pension Fund regulations.

All staff members of the Secretariat occupying a permanent position must belong to the Pension Fund and shall be obligated to comply with its regulations.

a) Resources of the Pension Fund:

The Fund is established on the following resources:

- i) A contribution of seven (7) percent of the basic salary of each staff member that is deducted from each monthly salary;
- ii) A contribution paid by the Secretariat that is equivalent to fourteen (14) percent of the basic salary of each staff member for every month of service completed;
- iii) Returns from investments and the revenue of the Fund.

b) The Secretariat shall deposit on a monthly basis, the contributions referred to in subparagraph a), according to the bank account numbers advised by the Chairmen of the Executive Boards.

**CHAPTER 11
LOANS AND SUBSIDIES**

11.1 The Right to Subsidies:

The subsidies referred to in this Chapter, shall be granted to staff members on the condition that they correspond with the provisions of Chapter 3, number 3.5 of this Manual.

11.2 Subsidy for Repatriation or Reincorporation:

Upon completion of their contract, the International Staff of the Secretariat shall be granted a subsidy for repatriation or reincorporation into their professional activities, based on the value of the basic monthly salary of each staff member. The subsidy shall be granted according to the following equivalencies:

| Years of Service | Months |
|-------------------------|---------------|
| 1 | 1 |
| 2 | 2 |
| 3 | 3 |
| 4 | 4 |
| 5 | 5 |

In the case of a part of a year, the staff member shall be awarded the value corresponding to the proportional part in days, according to the number of months worked.

11.3 Subsidy for termination of contract for the Local Staff:

The Local Staff of the Secretariat shall be granted a subsidy for termination of contract, of three (3) weeks for each year of service, up to a maximum of fifteen (15) years of service based on the value of the basic monthly salary of each staff member.

11.4 Group Medical Plan:

According to what is stipulated in number 11.6 of this Chapter, the Secretariat shall issue for the benefit of staff members and recognised dependants, a group medical insurance policy arranged with an insurance company, in accordance with the limits specified in the plan.

Likewise, the Secretariat shall issue a group medical insurance policy with international coverage for the benefit of the staff members who must travel on official missions.

Both insurance plans shall be negotiated collectively by the Secretariat, seeking to obtain the greatest coverage possible for staff members. Said insurance is mandatory for the staff members of the Secretariat.

11.5 International Staff Subsidy for Relocation, Airfares, and Shipping of Personal Effects

- a) **Relocation:** The equivalent of the basic monthly salary specified in the employment contract, provided that the staff member has been appointed for one (1) year or more.

- b) **Airfares:** The Secretariat shall pay the fares for the staff member and up to four (4) dependants, from the point of origin where he/she was contracted, and the return thereto upon termination of his/her contract.

When travelling, staff members shall give preference to the regional airlines in so far as is possible. Fares shall be understood as economy class.

- c) **Shipping of Personal Effects:** The Secretariat shall pay the packing, transportation and insurance costs for the door to door shipping of personal effects, from the staff member's residence at his/her point of origin to Port of Spain, Trinidad and Tobago, and for his/her return to the point of origin upon completion of the contract, in accordance with the following guidelines:

- Personal effects shall be limited to one 20-foot container or a maximum of 30 cubic metres. .
- Staff members shall obtain at least three quotations from different international shipping companies, which would include insurance for personal effects and shall present them to the Secretariat.
- When the three quotations have been received, the Secretariat shall select the company to be contracted to ship the personal effects, taking into consideration price, reliability, security, etc.
- The Secretariat shall pay the corresponding fees directly to the shipping company selected.
- For insurance purposes, the Secretariat shall recognise a declared value to a maximum of US\$32,000.00, which is the equivalent of US\$960.00 (3%).
- Under no circumstances shall the ACS be responsible for any loss or damage.
- Prior to shipping, the staff member shall submit to the Secretariat in duplicate, an inventory of all articles, including containers such as suitcases, and the replacement value in United States dollars of each article shipped.
- Personal effects must be shipped by the most economical means possible.

In accordance with the provisions of the Headquarters Agreement signed between the Government of Trinidad and Tobago and the Association of Caribbean States, the Secretariat shall co-operate with the Customs authorities regarding the entry of personal effects.

11.6 Recognised dependants:

For the purpose of granting the subsidies referred to in this Manual and other regulations, the Secretariat shall recognise a maximum of four (4) dependants, taking into consideration the following criteria:

- a) The staff member's father or mother, if he/she resides with said member of staff and is not engaged in any work activity;
- b) Spouse or life partner;
- c) Unmarried children under the age of twenty-three (23) who are not engaged in any work activity;

- d) Children over the age of twenty-three (23) who are either physically or mentally handicapped and thus unable to support themselves financially.

11.7 Beneficiaries in the event of the death of a staff member:

- a) In the event of the death of a staff member, the beneficiaries whose names have been submitted to the Secretariat by the staff member shall receive the relevant benefits due to the staff member upon his/her death.
- b) To ensure compliance with the provisions of this point, each staff member must submit the relevant information on his/her beneficiaries to the Secretariat.

CHAPTER 12 OFFICIAL TRIPS

The official trips made by the Secretariat staff for the purpose of official visits or assignments, must follow the guidelines established in the "Official Travel Policy of the Secretariat" approved by the 4th Ordinary Meeting of the Ministerial Council and recommended by the 7th Meeting of the Special Committee on Budget and Administration, which is attached as Annex IV.

The Secretariat shall provide travel insurance coverage for staff members who must travel abroad on official missions.

Staff members who must travel on official mission on public holidays or on weekends shall be entitled to the timely receipt of compensation in time as established by the Secretariat.

CHAPTER 13 BUILDING ACCESS

13.1 Access Card:

The Secretariat of the ACS will provide each member of staff with an ACS Staff identification card upon his/her assumption of duty. This card shall be kept on the employee's person at all times and be utilised in the following manner:

- a) for each entry into and exit from the Secretariat;
- b) to facilitate the entry and exit of the employee **ONLY**;
- c) the access card at no time should be loaned or given to anyone else.

Should a member of staff not be in possession of his/her card he/she must inform the receptionist, who will enter this information in the relevant record book and will accommodate the entry and exit of that employee.

In the event that an access card has been lost or stolen, such is to be reported to the Office Supervisor and Administrator in writing outlining the circumstances in which the card was lost.

Upon receipt of this information a new card shall be issued to the employee within the shortest possible time. Replacement cards shall be charged to the employee.

13.2 Visitor Access:

"Visitor" means any individual(s) who is allowed access to the ACS for any purpose not related to the ACS Work Programme or its related activities.

"A visit" shall be considered as access granted to the premises of the ACS Secretariat to pursue any activity that is not related to or defined by in the ACS Work Programme.

For the purposes of this section, the ACS Secretariat Offices shall be divided into three areas: General; Private and Restricted Areas.

General Areas shall be areas where all visitors are permitted access. These areas are as follows:

- Outer Lobby Area facing the Receptionist Cubicle;
- Inner Lobby Area facing the Atrium;
- Conference Rooms for the purpose of Meetings;

Visitors to the Secretariat must be supervised by an ACS employee at all times in the following areas designated as Private Areas:

- Cubicles and offices of the Local and International Staff, with the express permission of the employee who occupies said cubicle or office;
- Kitchen;
- Library.

Visitors are restricted from accessing the following Restricted Areas, exceptional circumstances permitting:

- The Document Centre;
- The Registry Area;

- The Store Room; and
- The Archive Room.

Conduct of Visitors

Visitors are to be guided by the following when granted access to the ACS Secretariat:

- I. Visitors are not allowed to use or remove any equipment or property without prior permission from an ACS official.
- II. Visitors are to be properly attired whenever visiting the ACS
- III. Loitering on the premises of the ACS is prohibited
- IV. Visitors should be accompanied by their host/member of staff at all times while at the Secretariat.
- V. Animal are not allowed on the premises of the ACS Secretariat.

13.3 Access during non-working hours:

Access during non working hours should be authorised by the employee's Immediate Supervisor.

An employee who has obtained approval to enter the Secretariat outside of working hours shall not permit entry to another employee or non-employee without obtaining express approval from his/her Immediate Supervisor .

In the case of a non-employee a record of his/her name, arrival and departure times should be entered into the Visitors Book in the reception area.

In the absence of authorisation to access the building in the manner described above entry will be deemed unauthorised.

CHAPTER 14 CONDUCT

14.1 General Regulations:

Employees shall be guided by the values contained in the ACS Code of Conduct attached at **Annex IX**, the Rules and Regulations contained in this Staff Manual and any further regulations issued by the Secretary General and/or Ministerial Council.

For the purpose of this Manual sexual harassment shall be treated in keeping with the guidelines below.

14.2 Definition of sexual harassment:

"Sexual Harassment" means unwelcome sexual advances, unwelcome requests for sexual favours, or other unwelcome behaviour of a sexual nature when:

- 1) Submission to such behaviour is made, explicitly or implicitly, a term or condition of an individual's employment; or
- 2) Submission to or rejection of such behaviour is used as a basis for a decision affecting an individual's employment; or
- 3) Such behaviour is so severe, persistent or pervasive that a reasonable person would find it:
 - a) Alters the terms or conditions of a person's employment; or
 - b) Unreasonably interferes with an employee's work, thus creating a hostile or abusive working environment.

Sexual harassment involves unwanted sexual attention. It may involve harassment of women by men, harassment of men by women, or harassment between persons of the same sex. A person's subjective belief that behaviour is offensive does not make that behaviour sexual harassment. The behaviour must also be objectively unreasonable.

The determination as to whether or not behaviour can constitute sexual harassment must take account of the totality of the circumstances, including the nature of the behaviour and the context in which it occurred. Sexually harassing conduct often involves a pattern of offensive behaviour. However, a single instance of physically threatening or other especially abusive behaviour may constitute sexual harassment.

Behaviour of a sexual nature that is not sexual harassment may nonetheless be unprofessional in the work environment and is unacceptable and could warrant discipline.

The ACS will not condone or tolerate conduct that may constitute sexual harassment on the part of any of its staff.

14.3 Disciplinary action:

Any employee found to have engaged in the conduct of sexual harassment will be subject to immediate discipline up to and including dismissal.

14.4 Prohibition of retaliation:

Retaliation against by an employee against another who has instituted sexual harassment charges or assisted in the investigation of such charges is expressly prohibited. Any such retaliation may result in discipline up to and including dismissal.

14.5 List of what may constitute sexual harassment:

Examples of sexual harassment include but are not limited to the following:

- Sexual assault
- Threats or insinuations which the victim to reasonably believe that granting or denying sexual favours will affect his or her reputation, employment, advancement, or standing within the ACS;
- Sexual advances, sexual propositions, or sexual demands that are not agreeable to both parties;
- Unwelcome and persistent sexually explicit statements or stories;
- Repeated use of sexually degrading words or sounds to describe a person;
- Unwanted and unnecessary touching, patting, hugging, or other physical contact;
- Recurring comments or questions about an individual's sexual prowess, sexual deficiencies, or sexual behaviour.

CHAPTER 15 REPRESENTATIONS

15.1 General Provisions:

This provision aims to establish a procedure whereby an employee is able to make representations by filing a complaint or submitting criticisms or proposals with respect to terms and conditions of employment, relationships at work, new working practices, organisational change or fairness of treatment.

15.1.1 The procedure established by this regulation may not be used to review a performance evaluation, or any disciplinary sanction.

15.1.2 Where an employee wishes to file a complaint under article 15.1, he must submit a written complaint within twenty-one (21) working days, of any alleged violation, act, policy, practice or prescription.

15.2 Complaint process:

15.2.1 An employee may use the complaint process to allege a violation of the regulations provided however, the complaint process cannot be used to review a performance evaluation, or any disciplinary sanction.

15.2.2 An employee may file a written complaint with the Human Resource Manager and copied to the Secretary General, within 21 working days of an alleged violation. The complaint shall include a specific statement of facts and the relief requested.

15.2.3 An informal hearing to discuss the matter shall be held within 10 working days after the employee has submitted the complaint or representation.

15.2.4 Time limits for the informal hearing may be extended upon mutual agreement expressed in writing.

15.2.5 The Human Resource Manager shall, within five (5) working days of the informal hearing, provide the employee and the Secretary General with a written report of the results of the informal hearing.

15.3 Decision:

15.3.1 The Human Resource Manager shall render a written decision within twenty-one (21) working days of the informal hearing. This decision is final.

15.4 Appeal:

An employee who is dissatisfied with the manner in which the complaint or representation has been treated or the result, may appeal to the Secretary General who may review the complaint or representation himself.

CHAPTER 16

TERMINATION ON THE GROUNDS OF INCAPACITY

16.1 General Provisions:

Where a medical practitioner's certificate is submitted pursuant to article 9.4 (b), and such certificate indicates that an employee is unable to perform his/her duties and responsibilities in a safe and efficient manner,

or

An employee appears to be consistently incapable of performing his/her duties in a safe manner and he has been referred to a panel of registered medical practitioners to examine and report on the employee's fitness to perform his/her duties, and the panel reports that the employee is unable to do so, the Human Resource Manager must submit to the Secretary General, such medical reports so that a determination can be made as to whether his services should be terminated on the grounds of ill health.

16.2 Drug and Alcohol Testing:

The Secretary General may require an employee to undergo drug or alcohol testing based on reasonable suspicion that the employee is impaired to any extent by drugs or alcohol while on duty or has been engaged in abusing drugs or alcohol.

16.3 Termination:

The Secretary General may terminate an employee who is incapacitated to the extent that the employee is unable to perform the essential functions as assigned with or without a reasonable accommodation if the employee:

1. has been offered and refused a modified duty assignment that complies with work restrictions certified by a medical practitioner;
2. fails to reach maximum medical improvement and return to full duty at the conclusion of the modified duty assignment which shall not exceed six months; or
3. cannot perform the essential function and a reasonable accommodation cannot be made;
4. is the subject of a medical report provided under article 16.1 that states that the employee will be unable to perform his duties and responsibilities in a safe or efficient manner.

The Secretary General may terminate an employee where a medical report obtained pursuant to article 16.2 states that an employee was impaired to any extent by drugs or alcohol while on duty.

CHAPTER 17
RECORDS MANAGEMENT, INSPECTION AND RETENTION

17.1 General Provisions:

This provision establishes guidelines for the management and inspection of personnel records.

17.2 Personnel and Medical Records:

17.2.1 The Human Resource Manager shall maintain a separate personnel file for each employee.

17.2.2 An employee shall be notified in writing at any time any material is placed in that employee's personnel file, and the employee may request a copy of that material.

17.2.3 An employee's personnel file shall be available for review:

- a) by the employee during the work day;
- b) by his or her immediate supervisor, any unit head under which he is serving or has served, the Legal Advisor and the Secretary General.
- c) by anyone to whom the employee has granted access by written permission.

17.3 Employee Records Retention:

Subject to article 17.2.3 employee personnel files shall be retained for 30 years after the employee's date of separation.

17.4 Disciplinary Records Retention:

The Secretary General shall retain all disciplinary records for a period of at least ten (10) years after their determination of the matter and then they may be destroyed.

17.5 Disclosure of Records:

An employee's personnel records shall not be disclosed to any person other than the employee himself or an officer designated under 17.2.3 unless the employee gives his written permission.

CHAPTER 18 FINAL PROVISIONS

18.1 Nature of this Manual:

In accordance with the Convention Establishing the Association of Caribbean States, the Agreements of the Ministerial Council and the Headquarters Agreement, this Staff Manual defines the fundamental conditions of service and the basic rights and duties of the staff of the Secretariat of the ACS.

18.2 Complementary Rules:

The Secretary General or any Member Country may propose to the Committee on Budget and Administration, rules aimed at enhancing this Manual.

18.3 Interpretation and regulations:

The practical application and regulations of this Manual shall be the responsibility of the Secretary General, who shall determine the administrative arrangements required for such purposes.

18.4 Definitions:

For the terms and conditions of this Manual, the definitions of Article I of the Convention Establishing the Association of Caribbean States, referred to as the Convention, shall be applied.

22^h of February 2013

**GUIDELINES FOR CONTRACTING
TEMPORARY LOCAL STAFF**

I. GENERAL PROVISIONS

1. **Definitions:** For the purpose of these guidelines, the definitions of Article I of the Convention Establishing the Association of Caribbean States, hereinafter referred to as the Convention, are applied.
2. **Nature:** These guidelines are established by the Secretary General, in carrying out the provisions of Articles 10, 12, 22 and 33 of Annex I of Agreement 10/95, which approves the Regulations of the Secretariat, which were approved by the Ministerial Council as stipulated in Article IX (g) of the Convention.
3. **Authority:** In the case of conflict among any provisions included in these guidelines, the Convention and the Regulations approved by the Ministerial Council shall prevail.

II. NATURE AND DURATION OF THE TEMPORARY CONTRACTS OF LOCAL STAFF

4. **Nature:** In seeking to satisfy the temporary needs of the Secretariat, temporary contracts may be entered into in the following circumstances:
 - a) Undertaking a specific service, with defined duration and specific results.
 - b) Providing a temporary replacement for a position occupied by a contracted member of the local staff, for the period during which the staff member is temporarily absent due to maternity leave or prolonged illness.
 - c) Providing a temporary employee for a vacant local staff position, for the duration of the process of selecting a permanent local staff member.
5. **Duration:** The duration of the temporary contract shall coincide with the period during which the respective contract is required, with the minimum period being one month and the maximum being eleven (11) months. This period may be extended according to the terms established in the labour legislation in force in Trinidad and Tobago, as the Host country of the Secretariat of the Association of Caribbean States.

III. PROCEDURE AND STANDARD CONTRACT FOR TEMPORARY LOCAL STAFF

6. **Procedure:** All temporary contracts shall be written instruments, signed by the Secretary General in his capacity as the legal representative of the Association. The Temporary Staff shall be contracted only when funds are available for this purpose.
7. **Standard Contract:** The standard contract attached shall be used for temporary members of staff.

APPLICATION FOR A SPECIAL SERVICE AGREEMENT FOR AN INDIVIDUAL CONTRACT

WORK ASSIGNMENT (INCLUDES TRAVEL ARRANGEMENTS)

JOB NO:

THE INDIVIDUAL CONTRACTED SHALL
CARRY OUT THE FOLLOWING FUNCTIONS:

DATE OF SUBMISSION:

NATURE OF SERVICES (IF THESE SERVICES DO NOT APPLY, DESCRIBE THE SERVICE IN DETAIL IN THE SPACE PROVIDED ABOVE)

DRAFT PREPARATION INTERPRETATION TRANSLATION EDITING
 REVISION SECRETARIAL CLERICAL
 RESEARCH SUPPORT TRAINING RADIO/TV

DOCUMENT TITLE:

| LANGUAGE (S): FROM | TO | NO. OF WORDS |
|--------------------|----|--------------|
|--------------------|----|--------------|

FORM IN WHICH MATERIAL SHOULD BE SUBMITTED:

THIS AGREEMENT SHALL ENTER INTO FORCE THIS DAY OF 19 AND SHALL EXPIRE UPON THE SATISFACTORY COMPLETION OF THE SERVICES DESCRIBED ABOVE, BUT NOT LATER THAN THE DAY OF 19 , UNLESS PREMATURELY TERMINATED UNDER THE TERMS OF THIS AGREEMENT.

PURPOSE. EXPLAIN THE NEED FOR THE SERVICE OR ASSISTANCE REQUESTED, ITS RELATION TO THE ACS WORK PROGRAMME, AND IN PARTICULAR THE EXPERTISE OR KNOWLEDGE REQUIRED TO PERFORM THE TASK.

LEGAL FOUNDATION _____

ELEMENT OF THE PROGRAMME BUDGET OR OTHER SOURCE OF FINANCING:

EXPLAIN THE DURATION OF THE AGREEMENT AND THE MAXIMUM AMOUNT BUDGETED FOR THIS PURPOSE. IF A SPECIFIC FEE IS PROPOSED, EXPLAIN ITS BASES.

TIME REQUIRED

SERVICE TO BE PROVIDED

PROPOSED FEE

LIST THE CANDIDATES CONSIDERED IN ORDER OF PREFERENCE AND INDICATE THEIR NATIONALITY, LEVEL OF EDUCATION AND IF PREVIOUSLY EMPLOYED BY THE ACS IN ANY CAPACITY, SPECIFY THE DATES OF THEIR LAST CONTRACT.

| NAME | NATIONALITY | LEVEL OF EDUCATION |
|------------------------|-------------|--------------------|
| DATES OF LAST CONTRACT | | |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

STATE BRIEFLY THE REASONS FOR YOUR ORDER OF PREFERENCE.

HAS THE CANDIDATE BEEN PREVIOUSLY EMPLOYED BY THE ACS? YES NO

IF YES, INDICATE THE HIGHEST LEVEL AND LENGTH OF SERVICE.

WILL THE CANDIDATE WORK AT THE ACS HEADQUARTERS? YES NO

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS TASK IS REQUIRED AND CANNOT BE PERFORMED BY THE PERMANENT STAFF

SIGNATURE OF THE HEAD OF
THE PETITIONING OFFICE
POSITION

DIRECTOR
DATE

AUTHORISED ON BEHALF OF THE SECRETARY GENERAL

DATE FINANCIAL MANAGER

ACCOUNT CHARGED IN THE ORDINARY BUDGET
OR EXTRA-BUDGETARY FUNDS

FUNDS AVAILABLE:
ACCOUNT NO.:
BALANCE AT:
US\$

DATE FINANCIAL MANAGER

SALARY SCALE OF THE LOCAL STAFF OF THE ACS SECRETARIAT

The Salary Scale of the Local Staff of the ACS Secretariat constitutes the basis for the classification of staff positions and for annual salary increments.

Salary Scales in Trinidad and Tobago

The Salary Scale of the Local Staff of the ACS Secretariat takes into account the practice within the bodies of the Government of Trinidad and Tobago, and within regional and other organisations headquartered in Trinidad and Tobago. All organisations of the headquarters country have salary scales that establish positions within a specific rank (level), and which also provide a series of steps based on increments granted annually. However, the staff of these organisations receive said annual increments on the basis of satisfactory performance. In the case of Trinidad and Tobago, there is also an extension of each rank to permit a limited movement of staff members who have reached the maximum in their scales without promotion to a new rank.

Regional organisations based in Trinidad and Tobago also observe the same principle of classifying positions within salary scales, and use a principle similar to that of the Government of Trinidad and Tobago to provide the Local Staff with annual increments. However, the number of levels tends to be fewer, with ranks between 5 and 12 levels in some cases. The annual increments are 2.8% of the basic salary on average.

The salary scale for the Local Staff of the ACS Secretariat provides for 5 levels, which cover the Local Staff positions. Local staff members are classified into these levels according to the degree of responsibility and expertise required for each position, the entry requirements and the functions for each post. The scale also establishes 3 steps, which grant annual increments for each year of service.

As decided by the 7th Meeting of the ACS Special Committee on Budget and Administration, held in Port of Spain on October 14-15, 1998, this Salary Scale shall be applied from January 1, 1999 to December 31, 2001. This scale shall be reviewed and considered anew, together with the budget for 2002.

Financial Impact

In accordance with Agreement 2/95 of the Ministerial Council, the salary scale is calculated in Trinidad and Tobago dollars, the current value of which is \$6.29 to the US dollar.

The total financial impact of the introduction of the salary scale is calculated as follows:

| YEAR | TOTAL | TOTAL | FINANCIAL IMPACT | |
|----------------|-------------------|------------------|-------------------------|-------------|
| | TT\$ | US\$ | TT\$ | US\$ |
| PRESENT | 376,200.00 | 59,809.22 | 0.00 | 0.00 |

| | | | | |
|--------------|---------------------|-------------------|-------------------|------------------|
| 1999 | 494,700.00 | 78,648.65 | 118,500.00 | 18,839.43 |
| 2000 | 507,840.00 | 80,737.68 | 131,640.00 | 20,928.46 |
| 2001 | 520,980.00 | 82,826.71 | 144,780.00 | 23,017.49 |
| TOTAL | 1,523,520.00 | 242,213.04 | 394,920.00 | 62,785.37 |

Source of funding for implementing the Salary Scale

As proposed by the Secretariat and approved by the 7th Meeting of the Special Committee on Budget and Administration, the US\$62,785.35 required to implement the salary scale shall be drawn from the ordinary budget of the ACS.

STAFF CLASSIFICATION AND SALARY SCALES

This section outlines the classification of the Local Staff of the Secretariat, effective January 1, 1999.

LEVELS

| LEVEL | TYPE OF POSITION |
|-----------|--|
| Level I | Administrative support |
| Level II | Administrative support / Driver /Messenger |
| Level III | Secretarial |
| Level IV | Secretarial |
| Level V | Technical / Supervisory |

The Local Staff comprises those members of staff, both Administrative and Technical, who perform and/or supervise one or more general services, as well as specialised clerical and administrative support services that are essential to the operations of the ACS Secretariat. They also perform other duties necessary for the functioning of the Association, as required.

These staff members maintain records of expenditures, make payments; update records; organise conferences, prepare reports and maintain the corresponding files and other required records and provide services such as computer systems support, information and communications services, purchasing, inventory and storage.

The positions in this category do not normally have final authority for operations. They have operational responsibilities for support services and are responsible for providing assistance to the International Staff in carrying out the functions of the Association. Duties are performed under the guidance of an International Staff member.

The entire category consists of five levels that recognise successive degrees of work difficulty and responsibility, ranging from the carrying out of routine or standard administrative support tasks at the lower levels of assignments, to administrative and technical assignments involving the expertise required for performing the functions of the Association.

Positions are allocated to levels based on factors such as nature and extent of authority delegated; variety and complexity of functions performed or supervised; application of knowledge and policies, procedures; techniques, nature and level of public contacts; and the type of relationship established among the different positions.

Each level is characterised by an increasing margin of responsibility and expertise in undertaking duties.

LEVEL 1

This level is characterised by the systematic nature of the tasks assigned, the detail of instructions or guidelines that should be provided, or the restriction to the accepted methods and procedures indicated in the tasks assigned. Once repetitive, routine or standardised tasks are learnt, they are performed without supervision.

The following factors have been considered at this level:

1. Assignments entail specific tasks, unrelated but each complete in itself; or a series of steps that are normally repetitive or in a prescribed sequence;
2. Specific instructions are provided regarding tasks to be performed, sources to be used and the results desired. In the case of non-routine tasks, the work and its results are reviewed;
3. The guidelines provided are oral, or written instructions or established procedures; and they are few in number or sources, detailed, specific, directly applicable and readily available. Originality is not usually required;

Staff members undertake assigned tasks in accordance with guidelines and/or instructions, and on occasion, a review is required.

LEVEL II

This level is characterised by a greater degree of unsupervised work, and originality is sometimes required for solving problems that arise while tasks are being undertaken.

1. Assignments entail specific tasks, unrelated but each complete in itself; or a series of steps that are normally repetitive and in a prescribed sequence. Staff members at this level work on their own, to a greater extent than Level I;
2. Specific instructions are provided regarding tasks to be performed, resources to be used and the results desired. Non-routine work is reviewed as necessary;
3. The instructions provided are oral or written or established procedures, and require limited resources, they are detailed, specific, directly applicable and readily available;
4. Staff members are responsible for completion of assigned tasks, in accordance with the guidelines and/or instructions

LEVEL III

This level is characterised by the complexity of tasks and by the independent application of knowledge and standard office methods and procedures. Assignments entail the performance of a variety of detailed operations.

The following factors apply at this level:

Work is performed under the supervision of an International Staff member. Duties involving standard methods are performed independently and with guidance provided as necessary. Those involving non-standard methods or materials are performed with specific instructions or guidelines.

Guidelines include a variety of systematic rules and regulations that are detailed, directly applicable and readily available; but some judgement is required to select from among standard office methods or to devise work procedures. This requires knowledge of a variety of procedures related to the functions of the Secretariat and the Association.

Staff members are responsible for carrying out tasks in their entirety and with accuracy, and may assign and verify the work of others.

LEVEL IV

This level is characterised by one or a combination of the following:

1. Staff members may have supervisory responsibilities for some lower level positions entailing such duties as setting priorities; training and establishing work methods and procedures.
2. The final results of the work undertaken require expertise/knowledge.
3. Staff members are responsible for a small unit or for more extensive tasks requiring the integration and coordination of a variety of information or administrative services.

LEVEL V

The following factors apply at this level:

1. Within limited subject areas, assignments may entail steps or actions that vary in nature and sequence on the basis of each individual case, or they may be of a coordinating nature, consisting of many phases/functions/subjects that must be incorporated.
2. Work is performed under supervision and/or guidance of an International Staff member. Work is subject to review and guidance is provided when problems warrant the evaluation of the application of an established policy.
3. The guidelines provided include systematic directives and standard rules, regulations and precedents applicable to specific problems. In limited subject areas, some judgement is necessary to determine the possibility of applying guidelines to specific cases/problems. In coordinating assignments, some originality is required to organise work and to obtain and correlate information from different sources. This calls for sound knowledge of standard administrative rules and interpretations in the respective field and a working knowledge of established methods and procedures used within the Association.
4. Staff members are responsible for determining work methods, coordinating phases of work with others, or within limited areas, and are also responsible for determining the possibility of applying numerous standard rules, regulations and interpretations to individual problems.

SALARY SCALE OF THE LOCAL STAFF OF THE ACS SECRETARIAT

As approved by the 7th Meeting of the Special Committee on Budget and Administration, the salary scale of the Local Staff of the ACS Secretariat comprises five levels and three annual steps applicable from January 1, 1999 to December 31, 2001.

The following classification reflects the current situation regarding the various responsibilities of the Local Staff.

| LEVEL | Types of current positions | Positions |
|-------|----------------------------|--|
| I | Administrative/Support | Receptionist |
| II | Administrative/Support | Messenger/Driver |
| III | Secretarial | Secretary |
| IV | Secretarial | Senior Secretary |
| V | Technical/Supervisory | Conference and Protocol Officer Research Assistant Office Supervisor |

The current status (1998) of salaries is as follows¹:

| LEVEL | Types of positions | Positions | Salary + Pension (Monthly) TT\$ |
|-------|------------------------|---------------------------------|---------------------------------|
| I | Administrative/Support | Receptionist | 1,710 |
| II | Administrative/Support | Messenger/Driver | 3,192 |
| III | Secretarial | Secretary | 4,332 |
| IV | Secretarial | Senior Secretary | 4,788 |
| V | Technical /Supervisory | Conference and Protocol Officer | 5,130 |
| | | Research Assistant | 3,420 |
| | | Office Supervisor | 3,990 |

SALARY SCALE MONTHLY SALARIES IN TRINIDAD AND TOBAGO DOLLARS

| LEVEL | | Present | 1999 | 2000 | 2001 | INCREMENT |
|-------|-----------------|----------|----------|----------|----------|-----------|
| I | Basic Salary | 1,500.00 | 2,078.95 | 2,175.44 | 2,271.93 | |
| | Basic + Pension | 1,710.00 | 2,370.00 | 2,480.00 | 2,590.00 | 110.00 |
| II | Basic Salary | 2,800.00 | 2,896.49 | 2,992.98 | 3,089.47 | |
| | Basic + Pension | 3,192.00 | 3,302.00 | 3,412.00 | 3,522.00 | 110.00 |
| III | Basic Salary | 3,800.00 | 4,128.95 | 4,238.60 | 4,348.25 | |

¹ When the current salary scale was approved at the 7th Meeting of the Committee on Budget and Administration, the Network Administrator was part of the Temporary Staff, with a salary of TT\$4,500. The Committee's 7th Meeting approved a recommendation to the Ministerial Council for a Network Administrator to be contracted on a permanent basis from January 1, 1999, in Level 5 of the Salary Scale.

| | | | | | | |
|----|-----------------|----------|----------|----------|----------|--------|
| | Basic + Pension | 4,332.00 | 4,707.00 | 4,832.00 | 4,957.00 | 125.00 |
| IV | Basic Salary | 4,200.00 | 4,309.65 | 4,419.30 | 4,528.95 | |
| | Basic + Pension | 4,788.00 | 4,913.00 | 5,038.00 | 5,163.00 | 125.00 |
| V | Basic Salary | 4,500.00 | 4,609.65 | 4,719.30 | 4,828.95 | |
| | Basic + Pension | 5,130.00 | 5,255.00 | 5,380.00 | 5,505.00 | 125.00 |

Local Staff with the application of the salary scale (monthly and annually in \$TT)²

| | Local Staff | Current Gross Salary (Basic Salary + Pension Fund) | 1999 | 2000 | 2001 |
|----------|---------------------------|--|------------------|------------------|------------------|
| 1 | Receptionist | 1,710.00 | 2,370.00 | 2,480.00 | 2,590.00 |
| 1 | Driver | 3,192.00 | 3,302.00 | 3,412.00 | 3,522.00 |
| 1 | Secretary | 4,332.00 | 4,707.00 | 4,832.00 | 4,957.00 |
| 1 | Executive Secretary | 4,788.00 | 4,913.00 | 5,038.00 | 5,163.00 |
| 1 | Executive Secretary | 4,788.00 | 4,913.00 | 5,038.00 | 5,163.00 |
| 1 | Conference Officer | 5,130.00 | 5,255.00 | 5,380.00 | 5,505.00 |
| 1 | Office Supervisor | 3,990.00 | 5,255.00 | 5,380.00 | 5,505.00 |
| 1 | Research Assistant | 3,420.00 | 5,255.00 | 5,380.00 | 5,505.00 |
| 1 | Network Administrator (1) | 0.00 | 5,255.00 | 5,380.00 | 5,505.00 |
| 9 | Total | 31,350.00 | 41,225.00 | 42,320.00 | 43,415.00 |

Local staff with the application of the salary scale (monthly and annually in US\$)

| | Local Staff | Current Gross Salary | 1999 | 2000 | 2001 |
|----------|---------------------------|----------------------|-----------------|-----------------|-----------------|
| 1 | Receptionist | 271.86 | 376.79 | 394.28 | 411.76 |
| 1 | Chauffeur | 507.47 | 524.96 | 542.45 | 559.94 |
| 1 | Secretary | 688.71 | 748.33 | 768.20 | 788.08 |
| 1 | Executive Secretary | 761.21 | 781.08 | 800.95 | 820.83 |
| 1 | Executive Secretary | 761.21 | 781.08 | 800.95 | 820.83 |
| 1 | Conference Officer | 815.58 | 835.45 | 855.33 | 875.20 |
| 1 | Office Supervisor | 634.34 | 835.45 | 855.33 | 875.20 |
| 1 | Research Assistant | 543.72 | 835.45 | 855.33 | 875.20 |
| 1 | Network Administrator (1) | 0.00 | 835.45 | 855.33 | 875.20 |
| 9 | Total | 4,984.10 | 6,554.05 | 6,728.14 | 6,902.23 |

⁴ Exchange rate used: US\$1 = TT\$6.29

EVALUATION SCHEME (ANNUAL)

OBJECTIVE

Performance evaluation is a means of:

- Documenting efficiency in job performance
- Increasing efficiency through improved communication between supervisors and employees.

PROCEDURE

Staff Evaluation

Evaluate the classified staff at least once during the calendar year, by means of an evaluation performed by the supervisor throughout the course of the year.

Evaluate employees on probation, upon completion of the six months served in the position.

NOTE: The evaluation may be postponed for staff members who have been recently appointed, until they have completed six months of service

Except under unusual circumstances, such as a significant and permanent increase in job responsibilities, any recommendation for an increase in salary shall be considered only at the time of the annual review.

STAFF EVALUATION

Responsibility

The immediate supervisor is responsible for performing the staff evaluation.

The evaluation shall be reviewed by the highest-ranking supervisor, if any.

Standard Form

The standard form (attached) shall be used for all staff members. Other forms and/or information may be used to support the evaluation.

Evaluation Factors

Each employee shall be evaluated on the basis of the following factors:

- Quality of work produced
- Quantity of work produced
- Knowledge of the job
- Self management (ability to plan and manage his/her own work)
- Work relationships with other employees

Where relevant, employees responsible for supervising the work of others shall be evaluated on their supervisory skills.

Some of the other factors that may be taken into account are: initiative, imagination, enthusiasm, ingenuity, persistence, integrity, punctuality etc.

Evaluation ratings

Employees shall be evaluated on the basis of factors of efficiency and according to the scale indicated on the standard form.

Expectations/Criteria

The standard form will include the criteria to be used as the basis for the evaluations. The criteria define the Association's expectations regarding performance in each specific position. Once established, said criteria shall remain in effect as a standard for future evaluations.

Preparatory activities

Prior to the Evaluation Period

The supervisor must provide the employee with a copy of the standard form.

The supervisor must provide the employee with a copy of the established expectations and criteria.

During the Evaluation Period

The supervisor observes the employee's performance.

The supervisor monitors the employee's progress in relation to the established expectations and criteria.

The supervisor shall record acceptable and/or unacceptable performance.

The supervisor shall on a regular basis, provide the employee with informal feedback regarding his/her performance, and when deemed necessary, shall document these comments and forward them to the staff member.

The supervisor shall notify the employee of the date of the evaluation session one month in advance.

Immediately Before the Evaluation Session

The supervisor shall remind the employee of the evaluation session one week in advance.

If deemed necessary, the supervisor shall review the previously established expectations and criteria.

The supervisor shall review notes relating to the employee's performance.

The supervisor shall evaluate the employee according to the applicable criteria.

The supervisor shall prepare a specific development plan for the employee for the following year.

The supervisor shall discuss the employee's evaluation with his/her second hierarchical superior where applicable.

During the Evaluation Session

The supervisor shall provide for uninterrupted time.

The supervisor shall select a private setting.

The supervisor shall involve the employee and solicit his/her comments.

The supervisor shall express opinions regarding the employee's performance during the period.

The supervisor shall modify the evaluation – if appropriate – and give a copy to the employee for comments and signature.

Immediately After the Evaluation Session

The supervisor shall send the completed evaluation form to the Office Supervisor who shall route the form for signature.

Routing and Signature

The Human Resource Manager shall send to the employee, the signed original of his/her evaluation, as well as the expectations and criteria for the next evaluation period. Copies of the evaluation, the expectations and criteria should also be sent to:

The employee's Director/Supervisor

The employee's personal file

NOTE: When internal mail is used to route staff evaluations, the envelope must be sealed and labelled "Strictly Confidential".

Evaluation Retention and Review

Evaluations may be reviewed by the employee or the individual designated by him/her, his/her current supervisor and higher ranking supervisors and any supervisor who may be considering the staff member for possible promotion, transfer, lateral movement or reassignment.

Evaluations should be considered when changes are being made to the staff, such as transfers, promotions or disciplinary measures.

Appeals

Staff appeals shall be limited to allegations of irregularities in the use of the approved form and/or the procedure for conducting the evaluation

STEPS FOR COMPLETING THE FORM

- **Assign the rating for each criterion by placing the appropriate score in the corresponding box.**
- Using the ratings for each factor, assign an overall rating.
- On the "COMMENTS" page, the supervisor has the opportunity to identify other contributions and the potential of the employee and make additional suggestions for his/her development.
- Under "Employee Comments" the staff member has the opportunity to make any comments relative to the evaluation, as well as any suggestions for improving his/her efficiency or specific comments regarding his/her job.

**ASSOCIATION OF CARIBBEAN STATES
STAFF APPRAISAL REPORT**

(Please tick the appropriate box)

| | | |
|---|--|---|
| Probation <input type="checkbox"/> | Contract <input type="checkbox"/> | Annual Report <input type="checkbox"/> |
|---|--|---|

SECTION A PERSONAL PARTICULARS AND RECORD OF EMPLOYMENT

EMPLOYEE NAME: MR./MRS./MISS: _____

APPRAISAL PERIOD: _____ / _____ / _____ TO _____ / _____ / _____
YYYY MM DD YYYY MM DD

SUBSTANTIVE POST: _____

DEPARTMENT: _____

ACTING POSITION: _____

DEPARTMENT: _____

Period in Present Post: _____

Date of Confirmation: _____

SECTION B

REPORT ON QUALITY AND PERFORMANCE OF DUTIES

Please rate the individual on each of the following factors of performance in column H based on ratings in columns C, D, E, F, G. Score the employee in column I by multiplying the weight and ratings (B X H).

| A | B | C | D | E | F | G | H | I | II |
|---|----------|---|---|---|---|--|----|---------------|----|
| PERFORMANCE ELEMENTS | % WEIGHT | Excellent 1 | Very Good 0.8 | Acceptable 0.6 | Poor 0.4 | Unsatisfactory 0.2 | HH | Score (B X H) | |
| 1. PUNCTUALITY Consider punctuality and attendance during the review period | 5% | Has not been late during the review period. | Late 1 time per month and regularly at work at starting time | Late 2 times per month | Late 3 times per month | Late more than 3 times per month | | | |
| 2. ATTENDANCE Total attendance during the review period. Exclude maternity leave and hospitalization (see HR for statistics) | 10% | Absent 3% or less of the review period | Absent above 3% and up to 5% of the review period | Absent above 5% and up to 7% of the review period | Absent above 7% and up to 8% of the review period | Absent above 8% of the review period | | | |
| 3. PRESENTATION Consider dress and appearance as it relates to the proper conduct of the job | 5% | Always professionally attired in and excels in appearance. Conduct is professional at all times. | N/A | Dresses in accordance with required dress code. Appearance generally neat and conduct is appropriate for job. | N/A | Does not conform to dress code. Appearance is sloppy and must frequently be told to improve. | | | |
| 4. INITIATIVE Consider the ability to originate and implement effective ideas or solutions and enthusiasm to initiating and completing tasks or projects | 15% | Exhibits exceptional drive and enthusiasm. Is able to think independently to ensure the progress of a job. Always seeks additional responsibilities beyond assigned work. | Has the ability to develop ideas with minimum details and explanations. Requires very little supervision and seeks additional responsibilities. | Can develop ideas with minimum details but does not do so unless asked. Requires normal supervision. | Tasks must be continuously handed out and monitored in order to determine progress. May also require considerable supervision in order to perform work. | Has very little enthusiasm and is capable of performing routine work only. | | | |

| | | | | | | | | |
|--|-----|--|---|--|--|---|--|--|
| <p>5. ATTITUDE</p> <p>Consider attitude toward work, management and additional responsibilities</p> | 15% | <p>Displays a positive attitude toward work and others. Welcomes additional responsibilities and encourages others to do same.</p> | <p>Displays a positive attitude toward work. Reacts favourably toward additional responsibilities.</p> | <p>Accepts work without complaint and is co-operative and responsible.</p> | <p>Displays an indifferent attitude toward work and assignments. Does not welcome additional responsibilities.</p> | <p>Displays a negative attitude toward assigned work. Does not welcome additional responsibilities.</p> | | |
| <p>6. INTERPERSONAL SKILLS & TEAMWORK</p> <p>Consider an ability to listen and interact with superiors and external contacts. Consider also the individual's willingness to work as a member of a team/unit in order to achieve team/unit goals.</p> | 15% | <p>Gets along well with superiors, peers and supervisors. Encourages others to practice good human relations and fulfilment of organization goals. Attempts to motivate morale within the organization. Excels in written and verbal communication. Is always very willing to commit to and work toward directives provided by team/unit leader in conjunction with other team members</p> | <p>Gets along well with others and verbal communication is very good. Willingly works with other team members and toward directives provided by team/unit leader.</p> | <p>Gets along well with most others. If asked, will work with other team members</p> | <p>Messages sometimes unclear and written and verbal communication may be misunderstood. May have problems interacting with others and directives by team/unit leader are not completed due to unwillingness/hesitation of candidate to contribute as a member of the team</p> | <p>Messages are usually not clear. Has problems with written and verbal communication. Has problems interacting with others and is very unwilling to work with other team member(s) toward fulfilment of team goals. Lack of teamwork on this candidate's part results in team/unit goals not being met</p> | | |
| <p>7. ORGANIZATION & PLANNING</p> <p>Consider the ability to prioritize and plan work and assignments</p> | 7% | <p>Excellent planning skills. Prioritizes work in accordance with assigned deadlines and plans ahead of immediate deadlines. Work often finished ahead of deadlines.</p> | <p>Very good planning skills. Prioritizes work in accordance with assigned deadlines and occasionally finishes work ahead of deadlines.</p> | <p>Plans and prioritizes in accordance with expected standards. Work finished by expected deadlines.</p> | <p>Work is not generally prioritized in accordance with assigned. Requires frequent supervision in order to meet minimum expected deadlines.</p> | <p>Cannot prioritize work. Must always be closely and carefully supervised in order to meet minimum expected standards.</p> | | |
| <p>8. KNOWLEDGE OF JOB</p> <p>Consider the understanding of all aspects of required responsibility</p> | 10% | <p>Understanding of all aspects of the job and knowledge of reporting relationships.</p> | <p>Understanding of most aspects of the job and has knowledge of reporting relationships. Requires very little guidance.</p> | <p>Understanding of existing job. Fair knowledge of reporting relationships.</p> | <p>Very limited understanding of aspects of existing job. Requires frequent guidance.</p> | <p>Does not understand requirements of the job. Has little knowledge of reporting relationships; always requires guidance.</p> | | |

| | | | | | | | | | |
|---|-----|---|---|---|---|--|--|--|--|
| | | | | | | | | | |
| 9. FOLLOW-UP Consider how well deadlines are met in adherence to supervisor, team and customer requirements during the review period. Consider also individual's level of responsibility in advising of progress of work/action during the review period | 8% | Deadlines are met more than 95% of the time. Status of work is always known by supervisor and team at any required point in time. Progress is evident by continuous follow-up action and updates in order to inform necessary sources | Deadlines are met more than 85% of the time. Status of work is almost always known by supervisor and team this information is made readily available. | Deadlines are met more than 75% of the time. Status of work is generally known by supervisor and team | Deadlines are met between 25 to 75% of the time. Individual must continuously be asked for status of work/action during period of progress, at which point information is provided. Delays are evident in provision of such information | Deadlines are met no more than 25% of the time during the review period. Individual does not assume responsibility and status of work/action prior to deadline and after deadline if not met are not known by required sources | | | |
| 10. QUALITY OF WORK Consider the quality and standard of performance, errors in final submissions, and thoroughness of analysis | 10% | Work is superior to other comparable performers and exceeds expected standards. Presentation is excellent and there are no errors. | Work is very carefully done and exceeds normal requirements. Very good presentation and appearance. Few minor errors. | Work generally meets and compares with expected standards. Most major details observed. Presentation is good and there are no major errors. | Work is generally below expected standards, requiring substantial editing. Presentation is poor and there are several errors. | Work is frequently below expected standards, requiring considerable editing. | | | |
| Total Points Scored | | | | | | | | | |

| A | B | C | D | E | F | G | H | I |
|-----------------------------|-----------------|------------------------|--------------------------|---------------------------|---------------------|-------------------------------|---------------|--------------------------|
| PERFORMANCE ELEMENTS | % WEIGHT | Excellent 1 | Very Good 0.8 | Acceptable 0.6 | Poor 0.4 | Unsatisfactory 0.2 | RATING | Score (B X H) |
| Scale | | 0-39.9 | 40-54.9 | 55-74.9 | 75-89.9 | 90-100 | | |
| | | Unsatisfactory | Marginal | Meets standards | Very Good | Outstanding | | |

SECTION C COMMENTS

Article II. RECOMMENDATION OF DIRECT SUPERVISOR

COMMENTS

PERFORMANCE IMPROVEMENT TARGETS: (Set specific targets)

1.

2.

3.

4.

5.

PRINT NAME (DIRECT SUPERVISOR)

SIGNATURE (DIRECT SUPERVISOR)

DATE: ____/____/____
YYYY MM DD

EMPLOYEE COMMENTS

I have reviewed my appraisal as indicated on this form.

(a) I agree with the appraisal

(b) I disagree with the appraisal

PRINT NAME (EMPLOYEE)

SIGNATURE (EMPLOYEE)

DATE: ____/____/____
YYYY MM DD

Article III. RECOMMENDATION OF ADMINISTRATION/HUMAN RESOURCES DEPARTMENT

PRINT NAME
(HUMAN RESOURCE MANAGER)

SIGNATURE
(HUMAN RESOURCE MANAGER)

_____/_____/_____
DATE: YYYY MM DD

ASSOCIATION OF CARIBBEAN STATES
OFFICIAL TRAVEL POLICY

1. In accordance with sub-paragraphs a) and e) of article XV of the Convention Establishing the ACS, the functions of the Secretariat of the Association of Caribbean States include assisting the Ministerial Council and the Special Committees in formulating and implementing their policies and programmes, and providing support for the meetings held, by following up the decisions taken. The Association must therefore define a Travel Policy.

2. Official travel by ACS staff members is divided into two categories:

Official Visits and Work Assignments.

- **Official Visits:** are those made by the Secretary General of the ACS to Member States, Associate Members, Potential Members of the ACS and International Organisations, in his capacity as legal representative of the Association, at the invitation of governments and/or the administrative entities of Organisations and with a previously planned Thematic Agenda. On these trips, the Secretary General must make efforts to meet with Heads of State or Government, officials at the ministerial level or Directors of International Organisations (counterparts). During Official Visits, the opportunity must be taken, as far as possible, to seek resources for the Special Fund.

- **Work Assignments include travel by:**

- a) the Secretary General outside the headquarters country to obtain resources for the Special Fund;

- b) the International Staff, including the Secretary General, as representatives of the ACS, to attend the meetings of the organs of the Association, Special Committees and Technical Work Groups held outside the headquarters country.

- c) International Staff, including the Secretary General, attending other events to which they have been invited with a specific purpose, by institutions of Member States, Associate Members, International Organisations, Non-Governmental Organisations, other States, Academic Institutions and Business Associations.

- d) The Protocol and Conference Officer of the Secretariat in the execution of his/her duties.

3. The Secretariat must prepare a Preliminary Annual Travel Calendar to be submitted for the consideration of the last meeting of the Special Committee on Budget and Administration, which must take place in the month of October in accordance with its Work Programme. This Travel Calendar must establish dates, venues, number of staff members attending, objectives, desired outcome and approximate cost, and shall be updated in accordance with the work priorities

established. The Committee shall submit this proposal for consideration by the Committee on Budget and Administration and the Ministerial Council.

4. When establishing and executing its annual travel programme, the Secretariat must ensure that travel-related expenses do not exceed the available resources under the official travel heading in the annual budget.
5. In the absence of the Secretary General, there must always be at least two Directors at the headquarters of the Association, including the Director in Charge of the Secretariat, except when there are meetings of the Ministerial Council, the Executive Board, Intersessional Meetings, Meetings of Heads of State, or when the meetings of the Special Committees or Work Groups coincide.
6. In order to promote a travel policy that is compatible with the established ACS Budget, through the various organs of the ACS, Member and Associate Member States shall agree to hold at least half of the meetings of the Special Committee in Port of Spain.
7. Prior to the convening of the meetings of the Ministerial Council, the Special Committees and Technical Groups, the Secretariat shall notify the Chairman of the organ in question, of the impact of such a decision on the Association's finances, so that the necessary adjustments could be made for keeping within the approved budget.
8. This estimate shall include the appropriation in the "Official Trips" heading, together with the funds provided by the Member States and Associate Members that propose to host the meetings of the Association. In analysing the financial impact of the proposal, it must also be considered that those meetings held at the headquarters do not require expenses for "Official Trips", but substantially increase the expenditure under the "Meetings and Consultants" heading.
9. To ensure that attendance at such events contributes to the improvement of the Association's work programmes, the invitation and the outcome of the trip must be made known in a timely manner to the Chairman of the Special Committee, whose field is related to the event in question.
10. Authorisation of Travel
 - 1) Travel by officials and the Protocol and Conference Officer of the Secretariat, must be authorised by the Secretary General or the Director in Charge. Authorisation must be based on an analysis of the link between the ACS Work Programme and the budgetary resources for each trip.
 - 2) In order to obtain authorisation for travel, the official must submit a completed ACS Travel Authorization Form (at Annex IV) and all other relevant supporting documents, to the Secretary General or Director in Charge.
 - 3) In the case of Directors and the Secretary General's cluster, the Secretary General will grant the authorisation.
 - 4) The relevant supporting documents referred to in article 10(2) includes:
 - Copies of letters of invitation and acceptance for meetings, other than scheduled ACS Meetings;
 - The cost of hotel accommodation per night, inclusive of all taxes; ground

- In the circumstance where costs are to be met by the host (airfare, accommodation, meals, ground transportation, per diem, stipend), the details of that coverage must also be attached to the Travel authorisation Form.
11. Upon the grant of authorization to travel the Travel authorization Form must be submitted to the Conference and Protocol Officer who shall obtain an itinerary and quotation for the cost of the trip from **at least** two (2) travel agencies.
 12. The itinerary, along with the supporting documents, must then be submitted to the Financial Manager for approval before a request is made for the issue of the ticket.
 13. All hotel bookings will be made by the Conference and Protocol Officer.
 14. To determine the number of persons who will participate in each meeting, the support needs of the host country and the opinion of the Chairman of the Special Committee or Work Group shall be taken into consideration. As a general rule, the meetings of the Special Committees and subordinate Work Groups may be attended by a maximum of two Secretariat staff members.
 15. Staff members of the Secretariat who are obliged to embark on official missions shall receive a per diem calculated in accordance with the per diem rates and regulations applied by the United Nations, except when they receive airfare or per diem from another organisation, government or institution.
 16. The most direct and economical air route shall be used for all official travel. An alternative route may be approved when, in the opinion of the Secretary General, using that route is in the best interest of the Association. Staff members on official trips shall use economy class tickets. The Secretary General may upgrade his ticket for flights of more than nine (9) hours duration.
 17. The Secretariat shall also cover the following expenses:
 - a) The difference in airfares due to a necessary change of route.
 - b) Official telephone and telegraph expenses and other communication costs of the Secretariat.
 - c) Excess luggage charges due to the transport of documents.
 - d) Transport to and from the airport.
 - e) Airport duties and taxes.
 18. At the end of an official mission, each Secretariat staff member shall submit a statement including per diem, airfares and travel allowances within a period not exceeding fifteen (15) days of his/her return.
 19. Upon returning from an official visit or work assignment, the Secretariat staff member including the Secretary General, must prepare a Technical Travel Report (Annex IV B) outlining the following:
 - a) The objectives of the trip or assignment;
 - b) Dates of travel
 - c) Activities undertaken
 - d) Results achieved

- e) Follow-up programmes
- f) Contacts made and documents or publications received

This report must be submitted to the Secretary General within two (2) weeks of completing the trip. He in turn shall forward it to the Chairman (Chairmen) of the Committee(s) concerned with the purpose of the visit.

The ACS is to be reimbursed by the official if the official trip is cancelled or if the host provided services originally paid for by the ACS, including but not limited to: hotel accommodation, meals, and terminal expenses.

Airline and ticket stubs are to be submitted to the Financial Manger upon return from all official travel paid for by the ACS.

20. At meetings of the Special Committee on Budget and Administration, the Secretariat shall present executive reports on official trips made.
21. These regulations are valid even when travel costs are totally or partially defrayed by another institution, organisation or Government, with the exception of the conditions established in paragraph 16.

**ASSOCIATION OF CARIBBEAN STATES
ASOCIACION DE ESTADOS DEL CARIBE
ASSOCIATION DES ETATS DE LA CARAÏBE**

ACS TRAVEL AUTHORIZATION FORM

Name: _____

ACS Programme: _____

Destination: _____

Purpose: _____

Meeting dates: _____

Itinerary: _____

Deadline for ticketing: _____

Estimated Cost:

| | Daily Rate | X | Total USD |
|---------------------------------|------------|---|-----------|
| Airfare: | | | |
| Per diem: | | | |
| Partial per diem ¹ : | | | |
| Terminal expenses: | | | |
| Hotel ² : | | | |

Requested by: _____

Prepared by Protocol Officer: _____

Revised by Accounts Officer: _____

Request for Provision of Transportation in Trinidad:

To Airport: YES NO

From Airport: YES NO

Comments: _____

Authorized by: _____

Budget Approval

¹ For return to Port of Spain after 5:00pm.

² Included only when the hotel cost exceeds the percentage allocated in the per diem.

ACS TRAVEL REPORT

Name: _____ ACS Programme: _____

Itinerary: _____

Date(s): _____ Countries: _____

Distribution:

Secretary General: Director: Professional:

Other: Specify: _____

Accompanied by:

Purpose of Travel:

Activities undertaken:

Results achieved:

Follow-up programmes:

Contacts made:

Documents or publications received:

Signature: _____

Date: _____

**ASSOCIATION OF CARIBBEAN STATES
FIFTH ORDINARY MEETING OF THE MINISTERIAL COUNCIL
Panama City, Panama, December 13, 1999**

Agreement No. 2/99

**BUDGET OF THE ASSOCIATION FOR THE PERIOD 2000 – 2001 AND WORK PROGRAMME
OF THE SPECIAL COMMITTEE ON BUDGET AND ADMINISTRATION**

The Ministerial Council,

Pursuant to:

Articles IX, sub-paragraph b and XII of the Convention Establishing the Association of Caribbean States;

Agreements 2/95, 2/96, 2/97 and 2/98 of the Ministerial Council;

Considering:

The recommendations presented by the Committee on Budget and Administration, adopted at the Ninth Meeting of the Special Committee, held on September 7-9, 1999 in Port of Spain, Trinidad and Tobago;

Agrees:

1. To approve the proposed Budget for the biennial 2000-2001 adopted at the Ninth Meeting of the Special Committee on Budget and Administration (Annex I);
2. To establish the following characteristics in the Budget:
 - a. The distribution of quotas and contributions of Members remains as stated in Annex II.
 - b. The breakdown into headings will be as follows:

| | | |
|--|-------------|-------------|
| | 2000 Budget | 2001 Budget |
|--|-------------|-------------|

| | Budget | % based on 1,447,771 | % based on 1.5 million | Budget | % based on 1,447,771 | % based on 1.5 million |
|------------------------------------|--------------|----------------------|------------------------|--------------|----------------------|------------------------|
| Ministerial Council | 63,136.86 | 4.36% | 4.21% | 63,136.86 | 4.36% | 4.21% |
| International Staff | 770,254.04 | 53.20% | 51.35% | 771,561.00 | 53.29% | 51.44% |
| Local Staff | 91,709.95 | 6.33% | 6.11% | 93,904.71 | 6.49% | 6.26% |
| Official Travel | 90,083.73 | 6.22% | 6.01% | 90,083.73 | 6.22% | 6.01% |
| General Administrative Expenditure | 202,218.15 | 13.97% | 13.48% | 206,164.43 | 14.24% | 13.74% |
| Consultants and Meetings | 217,368.27 | 15.01% | 14.49% | 209,920.27 | 14.50% | 13.99% |
| Temporary Staff | 13,000.00 | 0.90% | 0.87% | 13,000.00 | 0.90% | 0.87% |
| Total | 1,447,771.00 | 100.00% | 96.52% | 1,447,771.00 | 100.00% | 96.52% |

- c. The Budget for expenditure of the Association for the years 2000 and 2001 will be calculated based on the total collection of US\$1,447,771.00 in contributions, for each year.
3. To authorize the Special Committee on Budget and Administration to analyse and decide on the review and modification of the breakdown by headings, if any of the States, Countries and Territories to whom Associate Membership is open, signs and ratifies the Convention Establishing the Association, and pays the relevant contribution, in accordance with Article IV, paragraph 2 of the Convention;
- 4. To maintain the structure and composition of the International Staff of the Secretariat, approved through Agreement No. 2/95, in addition to the salary scale approved at the Ninth Meeting of the Special Committee on Budget and Administration, and which establishes the following levels of annual salaries for the International Staff:**

Annual salary scale in US\$

| | I | II | III | IV | V |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|
| Secretary General | 89,862.00 | 89,862.00 | 89,862.00 | 89,862.00 | 89,862.00 |
| Directors (D-1) | 66,615.00 | 67,793.00 | 68,970.00 | 70,146.00 | 71,324.00 |
| Senior Professionals (P-3) | 42,730.00 | 43,752.00 | 44,776.00 | 45,798.00 | 46,821.00 |
| Junior Professionals (P-2) | 35,598.00 | 36,501.00 | 37,401.00 | 38,302.00 | 39,202.00 |

5. To take note of the revised Budget for 1999 (Table I, Annex I), approved by the Special Committee on Budget and Administration at its Ninth Meeting, in fulfilment of Agreement 2/98 of this Council, and which presents the following breakdown into headings:

| | | Revised 1999 Budget | | |
|-----|------------------------------------|---------------------|-------------------------|---------------------------|
| | | Budget | % based on 1,358,916 | % based on 1,5 Million |
| MC | Ministerial Council | 66,136.86 | 4.87% | 4.41% |
| S1 | International Staff | 742,371.02 | 54.92% | 49.76% |
| S.2 | Local Staff | 98,905.98 | 7.28% | 6.59% |
| S3 | Official Travel | 90,083.73 | 6.63% | 6.01% |
| S4 | General Administrative Expenditure | 196,968.27 | 14.35% | 13.00% |
| S5 | Consultants and Meetings | 149,450.15 | 11.00% | 9.96% |
| S6 | Temporary Staff | 15,000.00 | 0.96% | 0.87% |
| | Total | 1,358,916.00 | 100.00% | 90.59% |

6. To take note of the Report presented by the External Auditor on the Financial Statements and Balance Sheet of the Secretariat for the year 1998, and to instruct the implementation of the recommendations of the External Auditor;
7. To continue to use the auditing services of Ernst and Young for the 1999 accounting year and to instruct the Special Committee on Budget and Administration to decide, at its first meeting in the year 2000, on the firm that will conduct the audit for the period 2000 – 2003;
8. To approve the Staff, Accounting and Financial Manuals of the ACS Secretariat, reviewed by the Ninth Meeting of the Special Committee on Budget and Administration and which shall enter into effect on January 1, 2000;
9. To approve the Work Programme of the Special Committee on Budget and Administration for the years 2000-2001, agreed on during the Ninth Meeting of the Committee.

ASSOCIATION OF CARIBBEAN STATES (ACS)

NINTH ORDINARY MEETING OF THE MINISTERIAL COUNCIL

Panama City, Panama, November 27, 2003

Agreement No. 2/03

BUDGET OF THE ASSOCIATION OF CARIBBEAN STATES (ACS)

The Ministerial Council,

Pursuant to:

- 1. Article IX, sub-paragraph b and Article XII of the Convention Establishing the Association;**
- 2. Ministerial Council Agreements 2/95, 2/96, 2/97, 2/98, 2/99, 2/00, 2/01 and 2/02;**

Considering:

The recommendations presented by the Special Committee on Budget and Administration, adopted during the Committee's 3rd Extraordinary Meeting on April 2-3, 2003, and the 14th Meeting of the Special Committee on Budget and Administration convened on October 20-21 in Port of Spain, Trinidad and Tobago;

Agrees to:

1. Take note of the Report on the Financial Statements and the Balance of the Secretariat's Budget for 2002 presented by the international firm of external auditors Ernst & Young and approved by the Special Committee on Budget and Administration during its 14th Meeting, and authorise the implementation of the recommendations expressed by the External Auditor.
2. Take note of the Revised Budget for 2003, approved by the Special Committee on Budget and Administration during its 14th Meeting, whose breakdown by headings is presented in Annex 1.
3. Maintain the distribution of quotas and contributions of Member States and Associate Members as presented in Annex 2.
4. Instruct the Special Committee on Budget and Administration to guide the Secretariat regarding the procedures to be followed to resolve the problem concerning delays in the payment of contributions, and appeal to Member States and Associate Members to make their payments during the first quarter of the year.
5. Instruct the Special Committee on Budget and Administration to analyse and issue recommendations on the Programme Budget for the 2004-2005 biennium, in the framework of its 4th Extraordinary Meeting that will take place in April 2004, based on the Draft Programme Budget for 2004-2005 presented by the Secretariat during the 14th Meeting convened on October 20-21, 2003, whose breakdown by headings is presented in Annex 3.

6. Instruct the Special Committee on Budget and Administration to ensure that the Revised Programme Budget for the 2004-2005 biennium take into consideration the Work Programme for the 2004-2005 biennium approved by the 9th Ordinary Meeting of the Ministerial Council, as well as the decisions emanating from said Meeting, in addition to the Plan of Action and decisions of the 5th Summit that will be held in Panama in February 2004.
7. Note that the ACS, as an instrument of functional co-operation in the Caribbean region, has evolved as a result of a gradual process of consolidation and maturity, stemming from the groundwork carried out by the Member States, Associate Members and the Secretariat since its inception. In addition, note that this successful growth has influenced the size of the Secretariat and its volume of work, thus causing the Ordinary Budget of the ACS to be used in its entirety.
8. Instruct the Special Committee on Budget and Administration to take charge within its competence, of the transition of the new Secretary General, allowing a smooth handover to the new head.
9. **Take note of the expansion of the Salary Scale for the Local Staff of the Secretariat, which is presented in Annex 4, requested by the Secretariat and approved by the Special Committee on Budget and Administration during its 14th Meeting, and which must take effect in January 2004.**
10. Take note of the last revision of the Staff Manual of the Secretariat approved by the Special Committee on Budget and Administration during its 14th Meeting on October 20, 2003.
11. Take note of the implementation of the recommendations expressed by the international firm Ernst & Young regarding the Budget and Administration Unit of the Secretariat.

ANNEX I...

ANNEX II

ANNEX III

**SALARY SCALE OF THE LOCAL STAFF OF THE SECRETARIAT
VALID ON JANUARY 2004**

MONTHLY REMUNERATION

IN TRINIDAD AND TOBAGO DOLLARS

| LEVEL | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | YEAR 6 | YEAR 7 | YEAR 8 |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|
| I | 2,078.95 | 2,175.44 | 2,271.93 | 2,612.72 | 3,004.63 | 3,245.00 | 3,504.60 | 3,784.97 |
| II | 2,896.49 | 2,992.98 | 3,089.47 | 3,552.89 | 4,085.82 | 4,412.69 | 4,765.70 | 5,146.96 |
| III | 4,128.95 | 4,238.60 | 4,348.25 | 5,000.49 | 5,750.56 | 6,210.60 | 6,707.45 | 7,244.05 |
| IV | 4,309.65 | 4,419.30 | 4,528.95 | 5,208.29 | 5,989.54 | 6,468.70 | 6,986.20 | 7,545.10 |
| V | 4,609.65 | 4,719.30 | 4,828.95 | 5,553.29 | 6,386.29 | 6,897.19 | 7,448.97 | 8,044.89 |

Disciplinary Offences

| Disciplinary Offences | | Penalties | | | | | |
|-----------------------|--|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | | 1. Oral reprimand 2. Written reprimand 3. Suspension on half pay 4. Fine 5. Delay in movement up pay scale 6. Suspension without pay 7. Demotion 8. Dismissal | | | | | |
| Offence | | 1 st Off. | 2 nd Off. | 3 rd Off. | 4 th Off. | 5 th Off. | 6 th Off. |
| 1. | Repeated failure to be at workstation ready to begin work at starting time as opposed to being late for work. | 1 | 2 | 3-5 | 6 | 7 | 8 |
| 2. | Habitual tardiness beyond three (3) times per month | 1 | 2 | 3-5 | 6 | 7 | 8 |
| 3. | Persistent or habitual absence | 1 | 2 | 3-5 | 6 | 7 | 8 |
| 4. | Failure to notify unscheduled absence (including sick leave) promptly | 1 | 3 | 3-5 | 6 | 7 | 8 |
| 5. | Abuse of sick leave | 1 | 3 | 3-5 | 6 | 7 | 8 |
| 6. | Failure to submit sick leave and casual leave forms to immediate supervisor | 1 | 3 | 3-5 | 6 | 7 | 8 |
| 7. | Insubordination (refusal to obey any reasonable instruction/assignment given by an employee's Supervisor or Senior Officer). | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 8. | Use of abusive /obscene language at work or to another employee or visitor to the ACS | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 9. | Inefficiency or lack of application or effort on the job. | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 10. | Unauthorised use of ACS property | 2-5 | 3-4 | 5 | 8 | 8 | 8 |
| 11. | Negligent damage or destruction of ACS property | 2-5 | 3-4 | 5 | 8 | 8 | 8 |
| 12. | Careless or deliberate action resulting in the unauthorised use of employee access cards | 2,4 | 4-8 | 8 | 8 | 8 | 8 |
| 13. | Abandonment of duty during hours of work without approval from Immediate Supervisor | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 14. | Wearing of inappropriate attire as defined within this Manual | 1 | 2 | 3 | 4 | 5 | 6 |
| 15. | Wilful disregard of ACS policies and procedures | 1,2 | 3-4 | 5 | 6 | 7 | 8 |

| | | | | | | | |
|-----|--|-----|-----|-----|-----|-----|-----|
| 16. | Disclosure of confidential information of the ACS without authorisation or unauthorised use of ACS records | 2,4 | 4-8 | 8 | 8 | 8 | 8 |
| 17. | Making false/malicious statements about any employee , the ACS or its work | 2,4 | 4-8 | 8 | 8 | 8 | 8 |
| 18. | Conduct of personal work on ACS time | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 19. | Loitering, loafing or skylarking during working hours | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 20. | Sleeping during working hours | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 21. | Giving information to the media or unauthorised person without authorisation | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 22. | Unauthorised removal, alteration, additions to or destruction of official records of the ACS | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 23. | Unauthorised use of or allowing another person the use of ACS property | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 24. | Smoking in an unauthorised area | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 25. | Gambling on ACS premises | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 26. | Reporting for work in an intoxicated condition | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 27. | Consuming intoxicants while on ACS premises on official duty unless authorised | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 28. | Reporting for work under the influence of illicit drugs | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 29. | Obtaining or attempting to obtain sick leave by deception | 1,2 | 3-4 | 5 | 6 | 7 | 8 |
| 30. | Possession of illicit drugs while on ACS premises | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 |
| 31. | Fighting or acts of assault on ACS premises | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 |
| 32. | Possession of firearms, fireworks, explosives or dangerous weapons on ACS premises | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 |
| 33. | Use of threatening, intimidating, coercing of fellow-staff of or visitors to the ACS | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 |
| 34. | Stealing or removing another employee's property or ACS property without permission | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 |
| 35. | Wilful damage or destruction of ACS property | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 |
| 36. | Participating in or benefiting from illegal practices | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 |
| 37. | Dishonesty such as falsification of records and misrepresentation of | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 |

| | | | | | | | |
|-----|---|-----|-----|-----|-----|-----|-----|
| | facts inclusive of information given when seeking employment | | | | | | |
| 38. | Sexual harassment | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 | 2-8 |
| 39. | Collecting, utilising or converting money due to the ACS for personal use and benefit | 6-8 | 8 | 8 | 8 | 8 | 8 |

ACS Exit Interview Form

EXIT INTERVIEW

Name of Employee: _____ Position: _____
 Department: _____ Reported to: _____
 Commencement date: _____ Termination date: _____
 Date of interview: _____
 Feedback provided to manager:
 Date: _____ Signed: _____

QUESTIONS

1. What in your opinion makes the ACS a good place to work?

2. What would you change in order to make the ACS a better workplace?

Reasons for leaving

3. Please indicate your reason(s) for leaving:
 - Further study
 - Family commitments
 - Planning to travel
 - Flexibility/desirous of freelance work
 - Wanting a change
 - New career opportunity
 - Dissatisfied/disillusioned with current post
 - Other _____
4. If you have accepted a new position elsewhere – describe the areas that make the new job more attractive.

Culture/environment

5. How would you describe the culture at the ACS?

- 5.1 Bureaucratic
- 5.2 Competitive
- 5.3 Conservative
- 5.4 Friendly/welcoming
- 5.5 Hardworking
- 5.6 Professional
- 5.7 Relaxed/informal
- 5.8 Supportive
- 5.9 Team-based
- 5.10 Other _____

Comments: _____

Job Satisfaction

6. On a scale of 1-5, how would you rate your overall job satisfaction?

Low satisfaction 1 2 3 4 5 **High satisfaction** (circle one).

7. How did the following issues impact on your job satisfaction?

| | Negative Impact | | Positive Impact | | |
|--------------------------|------------------------|----------|------------------------|----------|----------|
| | 1 | 2 | 3 | 4 | 5 |
| Remuneration | 0 | 0 | 0 | 0 | 0 |
| Type of work | 0 | 0 | 0 | 0 | 0 |
| Level of responsibility | 0 | 0 | 0 | 0 | 0 |
| Feedback | 0 | 0 | 0 | 0 | 0 |
| Changing nature of job | 0 | 0 | 0 | 0 | 0 |
| Support from manager | 0 | 0 | 0 | 0 | 0 |
| Support from peers | 0 | 0 | 0 | 0 | 0 |
| Work pressure | 0 | 0 | 0 | 0 | 0 |
| Communication – quantity | 0 | 0 | 0 | 0 | 0 |
| Communication – quality | 0 | 0 | 0 | 0 | 0 |

| | | | | | |
|-----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Involvement in decision making | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Technology | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Management enthusiasm/involvement | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Other _____ | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

Comments _____

8. What changes, if made, would have improved your job satisfaction? _____

Management

9. How would you describe the management style within your department:

- Approachable/supportive
- Bureaucratic
- Consultative
- Directive
- Flexible
- Inflexible
- Inspirational/motivating
- Progressive/innovative
- Technically competent
- Uninterested
- Other _____

Comments: _____

10. If changes could be made to build your manager's effectiveness, what recommendations would you make? _____

Recognition/feedback

11. How often did you receive feedback from your manager?

- Regular formal feedback
- Regular informal feedback
- Occasional/adhoc feedback
- Rarely/never received feedback

12. What type of feedback was provided to you during your employment at the ACS?

- Performance appraisals
- Informal feedback
- Verbal recognition and praise for your effort
- Constructive criticism
- Unfair/unreasonable criticism
- None

13. How would you describe the quality of feedback you received? _____

Training and Development

14. How adequate was the training that you were provided during your employment?

- Sufficient job-related training
- Training offered – but not specific to job needs
- Insufficient job-related training

Comments: _____

15. Please state any areas within your job requirements where training needs were inadequate? _____

Career opportunities

16. In your view, have there been adequate career opportunities available in the ACS?

Yes

No

Other _____

17. What types of career opportunities were important to you?

Promotional opportunities

Special project opportunities

Increased responsibility through additional tasks

Overseas opportunities

Position rotations/secondments

None

Other _____

Comments: _____

Communication

18. How would you rate the effectiveness of company communication?

Effective

Average

Poor/ineffective

Comments: _____

19. Within your department, how well informed are you in the following areas?

| | Uninformed | | | Informed | |
|--|------------|---|---|----------|---|
| | 1 | 2 | 3 | 4 | 5 |
| Organisation objectives, direction or strategy | 0 | 0 | 0 | 0 | 0 |
| Purpose of the department or team | 0 | 0 | 0 | 0 | 0 |
| Own individual priorities | 0 | 0 | 0 | 0 | 0 |
| Online/electronic developments | 0 | 0 | 0 | 0 | 0 |
| New product developments | 0 | 0 | 0 | 0 | 0 |
| Changes to internal systems | 0 | 0 | 0 | 0 | 0 |
| Member states' requirement/needs | 0 | 0 | 0 | 0 | 0 |
| Other _____ | 0 | 0 | 0 | 0 | 0 |

Comments: _____

20. What recommendations would you make to improve overall communication?

Remuneration

21. How satisfied were you with the remuneration (salary and benefits) offered?

- 0 Satisfied – it was commensurate with the responsibility of the job
- 0 Reasonably satisfied – other benefits compensated
- 0 Dissatisfied – contribution to organisation was monetarily undervalued

22. Is there any other factor you consider as a benefit at the ACS? _____

Perception of the organization

23. How do you believe the ACS is viewed as an institution? Please comment:

a) Our Member states view our output as being of a high quality.

Agree

Undecided

Disagree

b) The quality of our work is viewed by Member states as exceeding that of similar organizations.

Agree

Undecided

Disagree

c) The ACS is perceived as an innovative and progressive organization.

Agree

Undecided

Disagree

d) Our Member states believe that we understand and respond to their needs.

Agree

Undecided

Disagree

e) Employees are motivated and interested in providing excellent service.

Agree

Undecided

Disagree

f) The ACS is an employer that provides skills development, challenges and opportunities.

Agree Undecided Disagree

24. Would you recommend the ACS as an employer?

Yes

- e No
- e Maybe

Comments: _____

Other

- 25. Are there any other comments you would like to make (suggestions, concerns, opportunities etc)?

CODE OF CONDUCT OF THE ASSOCIATION OF CARIBBEAN STATES (ACS)

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Introduction

The Association of Caribbean States requires strict adherence to the highest standards of moral and ethical conduct by all its employees. ACS employees are expected to act in a manner that promotes confidence in the integrity, and professionalism of the ACS and to perform their duties in accordance with the Convention Establishing the ACS⁵, the Staff Manual of the Secretariat of the Association of Caribbean States⁶, Agreements of the Ministerial Council and any other applicable policies.

This Code of Conduct applies to all ACS employees. For the purpose of this Code, the term "ACS employees" refers to all persons employed by the Association of Caribbean States whether on a contract or permanent basis (part-time or full-time). ACS employees shall familiarise themselves with this Code immediately upon the assumption of their respective duties. Accordingly, the ACS Human Resource Manager will undertake to ensure that all new employees are provided with a copy of this Code of Conduct and engage in signing the Confidentiality Agreement upon signing their contract of employment.

This Code of Conduct sets out basic principles of ethical conduct that ACS employees must observe so that the ACS can fulfil its mandate. It is expected, therefore that the actions of ACS employees shall, at all times, reflect the highest degree of integrity and demonstrate commitment to each principle embodied in this Code.

All ACS employees shall abide by the standards set out in this Code and shall endeavour at all times to report violations wherever they may appear to exist. Any violation of this Code by an ACS employee will be subject to a full investigation which could result in disciplinary action against the offending employee, inclusive of dismissal. Additionally, violations of this Code may also be deemed to be violations of the Laws of the Republic of Trinidad and Tobago and therefore may result in civil or criminal actions being initiated against employees in violation. As such, all ACS employees shall promptly inform his/her supervisor of any violation or suspected violation of this Code.

If a law conflicts with this Code, you must comply with the law. If a local custom or practice conflicts with this Code, you must comply with the Code. This Code is subject to the rules of the ACS and the laws of Trinidad and Tobago as provided for in Article 4 of the Association of Caribbean States Headquarters Act, 2005.

⁵ Concluded July 24, 1994, Cartagena de Indias, Colombia

⁶ February 1st 2006.

- **Values**

Independence

ACS employees shall maintain their independence and shall neither seek nor or receive instructions from any Government or from any other person or entity external to the ACS and shall refrain from any action which might reflect negatively on their position as an ACS employee responsible only to the ACS.

Loyalty

Loyalty to the purposes, values and principles of the ACS is a fundamental obligation of all ACS personnel. They shall be loyal to the ACS and shall, at all times, discharge their functions and regulate their conduct in view of the interests of the ACS only.

Impartiality

ACS employees, in the performance of their official duties, shall always act with impartiality, objectivity and professionalism. They shall ensure that the expression of personal views and convictions does not compromise or appear to compromise the performance of their official duties or the interests of the ACS. They shall not act in a way that unjustifiably could lead to actual or perceived preferential treatment for or against particular individuals, groups or interests.

Integrity

ACS employees shall maintain the highest standards of integrity, including honesty, truthfulness, fairness and incorruptibility, in all matters affecting their official duties and the interests of the ACS.

Accountability

ACS employees shall be accountable for the proper discharge of their functions and for their decisions and actions. In fulfilling their official duties and responsibilities, ACS employees shall make decisions in the interests of the organisation. They shall submit themselves to scrutiny as required by their position.

Respect for Diversity

ACS employees shall fully respect the human rights, dignity and worth of all persons and shall act with understanding, tolerance, sensitivity and respect for diversity and without discrimination of any kind.

1.0 Duty of ACS Employees

- 1.1 *ACS employees shall respect and comply with the Laws of Trinidad and Tobago and this Code. Where it is observed that there are attempts or suspected attempts by individuals to violate this Code, an ACS employee shall immediately report such violation to his/her immediate supervisor or any other senior official of the ACS.*
- 1.2 *ACS employees shall be respectful and courteous to all persons with whom they are required to interact, including members of the public.*
- 1.3 *ACS employees shall discharge their duties and responsibilities with integrity and in a fair, impartial, efficient and professional manner.*
- 1.4 *ACS employees are expected to attire and conduct themselves in a manner that exhibits professionalism and instils public trust and confidence at all times.*
- 1.5 *ACS employees shall at all times comply with the terms of the ACS Fire and Health and Safety Regulations.*
- 1.6 *ACS employees shall comply with or otherwise carry out all properly issued rules or orders. ACS employees shall be required to perform any duty that is within the scope of their respective job descriptions in a professional manner.*
- 1.7 *ACS employees are required to perform their duties for the duration of the standard workday and shall not be absent from duty without leave or reasonable excuse.*

2.0. Confidentiality

- 2.1 *Unless the requisite approvals are received from an authorised senior official, all Confidential Information in any medium (whether written, computer readable or otherwise) concerning the ACS and ACS Employees, and all copies and extracts of them made or acquired by a ACS Employee in the performance of his/her duties, shall be the property of the ACS and shall only be used for the purpose of the ACS.*
- 2.2 *ACS employees shall not disclose to any unauthorised person for any purpose any confidential information, whether orally or in writing, acquired in the course of employment or acquired through the unauthorised disclosure by another person.*
- 2.3 *Confidential information includes, but is not limited to, information on the work of the organisation, accounting information, documents, notes, papers, discussions and memoranda, Meetings and Missions, which are not already a matter of public record and any information regarding other ACS employees.*
- 2.4 *Confidential information that is available to specific individuals by reason of statute, ACS rule or administrative policy shall be provided only by persons authorised to do so. In an attempt to improve efficiency, an employee may however, seek to obtain the necessary approval for the release of specific information from an authorised senior official.*
- 2.5 *Every ACS employee who receives information or has knowledge that another ACS employee has violated this confidentiality clause shall report such violation to the supervisor of the Unit within which the suspected offender is employed. There shall be no retribution to any ACS employee for disclosing any such information to a supervisor/senior official.*
- 2.6 *ACS employees shall neither initiate nor repeat communications to any other person, including family members, unless this information is authorised or is in the public domain.*
- 2.7 *ACS employees are debarred from accepting payment for lectures or talks being prepared or delivered in pursuance of their duties in the ACS. In circumstances where lectures or talks are requested by external stakeholders, the prior approval of the ACS Secretary General or his/her designated representative must be sought and obtained to ensure that:*
- (a) *there is nothing in the lecture or talk contrary to the public interest or inconsistent with the status of the ACS employee; and*
- (b) *the standing of the ACS employee is sufficient to justify the delivery of the lecture under his departmental title.*
- 2.8 *All requests from the media for information regarding any matter in the Secretariat shall be directed to the Communications Officer.*
- 2.9 *The restrictions on disclosure of Confidential Information shall apply during and after the termination of the ACS Employees' employment without any time limit but shall cease to apply to information or knowledge which the ACS employee establishes has in its entirety come into the public domain otherwise than through any unauthorised disclosure or other breach on his or her part of that restriction.*

3.0. Conflicts of Interest

- 3.1 *ACS employees shall avoid conflicts of interest or the appearance of conflicts of interests in the performance of official duties. A conflict of interest arises when the personal interests, including financial interests of the employee interferes in any way, or appears to interfere with the interests of the ACS.*
- 3.2 *Where an ACS employee believes that a conflict of interest may arise, the employee shall promptly inform his/her supervisor of the conflict. The supervisor, after determining that a conflict of interest exists, or is likely to be so viewed, should take appropriate steps to restrict the employee's performance of his/her duties in such a manner to avoid the conflict ever occurring. The information should be immediately communicated by the supervisor to the ACS Human Resource Manager for record-keeping purposes. The affected ACS employee(s) shall be obligated to observe any restrictions imposed by the supervisor in this regard.*
- 3.3 *ACS employees who are subject to this Code are prohibited from directly or indirectly using their position as an employee of the ACS for private gain, or taking for themselves, opportunities that are discovered or become available through their position in the ACS. No ACS employee may use ACS property, information or position for personal gain.*

4.0. Prohibited Actions

- 4.1 ACS employees shall not enter into any contract with the ACS for the provision of any supplies or services nor use their position to assist any member of their immediate family in securing a contract with the ACS.
- 4.2 ACS employees shall not solicit, accept or agree to accept any gift or reward from any member of the public or from any organisation for services rendered in the course of performing official duties.
- 4.3 ACS employees shall not accept tips or other compensation for assisting or consulting with external parties engaged in transactions or involved in work with the ACS.
- 4.4 ACS employees shall not knowingly employ, advocate or recommend for employment any member of his/her immediate family. In instances where an ACS employee is a member of an interview panel, such employee must inform the panel in advance, of the name(s) of any interviewee(s) with whom he/she is related.
- Immediate family includes; if married, the parents of both spouses (including a parent by adoption); the spouse and cohabitant (in accordance with the Cohabital Relationships Act, Chap. 45:55 of the Laws of Trinidad and Tobago) of the ACS employee and their children.
- 4.5 Except where it is a requirement of the job or approved by the supervisor, ACS employees are prohibited from making personal phone calls, using the property of the Secretariat for interactions on all social media and other unauthorised internet sites. Information regarding this clause is set out in the Policy and Procedural Guidelines for Internet, E-mail and Intranet Use in the ACS.
- 4.6 ACS employees shall not, in the performance of their duties, discriminate on the basis on sex, race, religion, national origin, age, physical or mental disability, sexual orientation, political affiliation or socioeconomic status.
- 4.7 ACS employees, shall not, in the performance of their duties engage in any form of harassment or bullying.
- 4.8 ACS employees shall not engage in any activity which would bring or is likely to bring the ACS into disrepute.
- 4.9 ACS employees, shall not, in the discharging of their duties, engage in theft or any conduct which leads to a reasonable suspicion of theft or other criminal offence.
- 4.10 ACS employees shall not be under the influence of alcohol, drugs, solvents or other similar or addictive substances on or near ACS premises.
- 4.11 ACS employees shall not alter, falsify, destroy, mutilate, backdate or fail to make required entries on any records within the employee's control unless so authorised by a lawful directive given by a senior officer.
- 4.12 ACS employees shall not engage in the trade of any commodity on the compound of their work place, or during working hours. The ACS employee shall neither be a buyer or a seller without obtaining the express permission of a senior officer.

5.0. Abuse of Position

- 5.11 *ACS employees shall not use or attempt to use their official positions to secure unwarranted privileges or exemptions for themselves or others.*
- 5.12 *ACS employees shall not accept, solicit or agree to accept any gift, loan, favour, compensation or anything of value under circumstances from which it could reasonably be inferred that the purpose of the donor is to influence the employee in the performance of his/her official duties.*
- 5.3 *ACS employees, in the performance of their official duties shall not discriminate by dispensing special favours to anyone, whether or not for remuneration, nor shall any employee so act that the employee is unduly affected or appears to be influenced by kinship, rank, position or influence of any party or person.*
- 5.4 *Each ACS employee shall use the resources of the ACS and administer the funds under his/her control judiciously and solely in accordance with prescribed statutory and regulatory procedures.*

DECLARATION OF COMPLIANCE

I acknowledge that I have received a copy of the Code of Ethics for Staff of the Association of Caribbean States and I have read the Code and understand it. I will comply with it in the discharge of the duties of my office.

.....
Signature

.....
Date

.....
Employee's Name

FEBRUARY 2013

ORGANIGRAM OF THE ACS SECRETARIAT, JANUARY 2013

ANNEX X

