

UPDATED STAFF REGULATIONS
2007 EDITION

PART I : SCOPE AND APPLICATION	Comments
Regulation 1	
(a) These Regulations set out the mutual obligations and rights of SPREP and its employees. They have been approved by the SPREP Meeting and are administered by the Director whose decision on the interpretation of the Regulations is final. Where the interpretation affects the Director, the decision will rest with the SPREP Meeting. They apply to all staff appointed to SPREP by the Director and where appropriate to the Director as well. They do not apply to temporary or short term staff, casual workers or consultants unless the contrary is specifically indicated, nor where other conditions have been agreed to in writing.	
(b) If any part of these Regulations becomes contrary to the laws of Samoa, or where they are silent, the laws of Samoa will apply.	
(c) These Regulations may be supplemented or amended by the SPREP Meeting without prejudice to the existing contracts of staff members.	
(d) The Director may supplement these Regulations with Staff Instructions not inconsistent with these Regulations or with any decisions made by the SPREP Meeting and further, may issue such Staff Instructions as may appear to be necessary to render these Regulations effective.	
PART II : DEFINITIONS	
Regulation 2	
In these Regulations, unless the context otherwise requires: "allowances" means remuneration other than salary but does not include money received to meet expenses incurred by an employee in the course of duty. "CROP" means the Council of Regional Organisations in the Pacific. "dependoant" means the financially dependent spouse or dependent child of an employee.	Editorial

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"dependent child" means an employee's unmarried, legally and financially dependent, natural or legally adopted child who is:

- (i) under the age of 16 years; or
- (ii) under the age of 19 years if undertaking full-time study at a _____ secondary school; or
- (iii) under the age of 22 years if enrolled and undertaking full-time study at a university or other tertiary institution; or
- (iv) mentally or physically incapacitated.

"financially dependent" as used in the previous two definitions means spouse or child for whom the main and continuing financial support is provided by the staff members.

"employee" is a general term which according to the context may mean support staff, professional staff, temporary staff or all three.

"establishment" means staff positions approved by the SPREP Meeting.

"expatriate" means a professional staff member, not a citizen or permanent resident of Samoa, who resides in Samoa only by virtue of employment with SPREP.

"greater Apia area" includes Letogo, Afiamalu, Ululoloa and Faleula.

"local" means a staff member who is not an expatriate.

"support staff" are staff engaged under a fixed term contract whose salary level fall within the Grades A to F3.

"professional staff" are staff engaged under a fixed term contract whose salary level falls within the Grades H to M.

"remuneration policy" means the basis for remuneration approved by the SPREP Meeting.

"salary" means the basic annual rate of pay for the job which is specified in SPREP's salary scale.

"SPREP" means the Secretariat of the Pacific Regional Environment Programme.

"SPREP Meeting" means the governing organ of SPREP established under Article 1 and described in Article 3 of the Agreement Establishing SPREP (1993).

"staff" or **"staff member"** means support staff and professional staff appointed to an established position.

To clarify meaning of financial dependent from SPC definition which is also our understanding

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<p align="center">PART III : DUTIES AND OBLIGATIONS Status as International Civil Servants Regulation 3</p>	
<p>The Director and all members of the staff of SPREP are international civil servants. Their responsibilities are not national but exclusively international. By accepting appointment, they pledge themselves to discharge their functions and to regulate their conduct with the interests of SPREP only in view.</p>	
<p align="center">Responsibility of SPREP Regulation 4</p>	
<p>The Director is responsible for the proper functioning of SPREP. Staff members are subject to the authority of the Director and shall not seek or receive in the performance of their duties any instruction from any external authority.</p>	
<p align="center">Privileges and Immunities Regulation 5</p>	
<p>Under articles 6 and 7 of the Headquarters Agreement between Samoa and SPREP (1996): <u>1.</u> The Director and Deputy Director shall have the like privileges and immunities as are accorded a diplomatic agent under the Act and in conformity with international law.</p>	
<p><u>2.</u> The members of the family of the Director and Deputy Director forming part of their households shall have the like privileges and immunities as are accorded the members of the family of a diplomatic agent under the Act and in conformity with international law.</p>	
<p><u>3.</u> Officers of SPREP other than the Director and Deputy Director shall have the like privileges and immunities as are accorded to members of the administrative and technical staff of a mission under the Act and in conformity with international law.</p>	
<p><u>4.</u> Members of the family of an Officer of SPREP other than the Director or Deputy Director forming part of his/her household shall have the privileges and immunities as are accorded to members of the family of a member of the administrative and technical staff of a mission under the Act and in conformity with international law.</p>	
<p align="center">Disclosure of Information Regulation 6</p>	
<p>Staff shall exercise the utmost discretion in regard to all matters of official business. They shall not communicate to any person or the press any unpublished information known to them by reason of their official position, except in the course of their duties or by authorization of the director. All rights in, and title to, the results of any work performed by staff in the course of</p>	

their duties shall be the property of SPREP.

Conduct Regulation 7	
Staff shall avoid any action, and in particular any kind of public pronouncement or activity, which may adversely reflect on their positions as international civil servants. They are not expected to give up their national sentiments or their political and religious convictions, but they shall at all times bear in mind the reserve and tact incumbent upon them by reason of their international status.	
Outside Activities Regulation 8	
No staff may accept, hold or engage in any office or occupation which, in the opinion of the Director, is incompatible with the proper discharge of their duties with SPREP.	
Candidacy for Public Office Regulation 9	
Any staff member who becomes a candidate for a public office of a political character shall resign from SPREP.	
Acceptance of Honours, Decorations, Favours, Gifts or Fees Regulation 10	
No staff shall accept in respect of their work for SPREP any honour or decoration from any government or organisation or, except with the approval of the Director, any favour, gift or fee from any government, organisation or person during the period of their appointment.	
PART IV : APPOINTMENT AND PROMOTION Appointment of Director and Staff Regulation 11	
Director	
(a) The Director is appointed by the SPREP Meeting under such terms and conditions as it determines.	
Director - Exercise of Powers	
(b) When the position of Director is vacant, the Director's functions and powers shall be exercised according to the instructions of the Chairperson of the SPREP Meeting and in the absence of such instructions, by the Deputy Director.	
(c) When the Director is absent from Headquarters, the Deputy Director shall be designated to act as Director, in the event that both are absent, an officer of the Director's choice shall be designated Officer-in-Charge.	

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<p>Staff</p> <p>(d) The power of appointment rests with the Director subject to the establishment and remuneration policy approved by the SPREP Meeting.</p> <p>(e) When appointing staff, the Director shall comply with the SPREP recruitment procedures and will ensure that these processes are transparent, equitable and based on merit.</p>	
<p>Appointment Policy Regulation 12</p>	
<p>(a) In selecting staff for appointment to SPREP, the dominant considerations shall be:</p> <ul style="list-style-type: none"> (i) the required qualifications and experience (ii) competence (iii) integrity <p>(b) Subject to Regulation 12(a) above, and the principle of open competition, the Director shall, in selecting professional staff, give due consideration to the nationals of SPREP island member states and to the desirability of obtaining equitable national representation.</p> <p>(c) When a support staff vacancy occurs the vacancy will be advertised in the Apia media. When a professional staff vacancy occurs the vacancy will be advertised regionally.</p> <p>(d) When two applicants for a support staff position are rated equally suitable, and one is a SPREP employee, preference shall be given to the existing staff member.</p> <p>(e) Men and women are equally eligible for all posts in SPREP.</p>	
<p>Appointment Procedure Regulation 13</p>	
<p>(a) No appointment is valid which is not the subject of a written offer of employment signed by the Director or an authorized representative, and a written acceptance signed by the appointee. Every offer of employment shall contain a statement of duties, all the terms and conditions of employment and a copy of the Staff Regulations.</p> <p>(b) An appointment is either temporary or on a fixed or short term contract. The length of appointment of a temporary or contract staff member is set by the Director according to the requirements of the work programme and available funding.</p>	

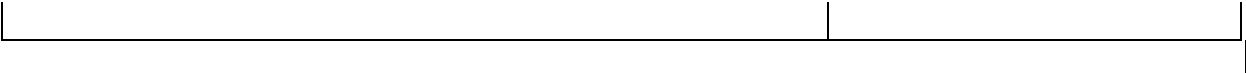
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<p>(c) The term of appointment of a support staff member shall not exceed a maximum of three years. Such period may be extended for a term or terms of up to the same duration, subject to the work programme requirements and available funding and provided the employee's work performance has been satisfactory.</p> <p>(d) A temporary appointment may not exceed a period of six months. A temporary appointment is usually made to replace a support staff member who has resigned at short notice or is on leave.</p> <p>(e) A fixed term appointment for professional staff shall not exceed a maximum of three years. A short term appointment for professional staff is for any period less than three years and is subject to such terms and conditions as the Director determines, but within the salary scale applicable to SPREP. Subject to Regulation 13 (g) a short term appointment may be renewed for a further term or terms.</p> <p>(f) Subject to Regulation 13(g), a fixed term appointment of three years for professional staff is renewable, based on the needs of SPREP, and the merit and performance of the employee, for a further period not exceeding three years.</p> <p>(g) When an aggregate period of six years has been served by professional staff it shall be mandatory for that position to be re-advertised. The incumbent is eligible to apply and should the Director decide to reappoint the incumbent on merit he/she may do so provided a report is made to the next SPREP Meeting.</p> <p>(h) The length, terms and conditions of appointment may be varied by the mutual agreement in writing of the Director and employee subject to the establishment and remuneration policy set by the SPREP Meeting. Duties of staff may be revised at any time by the Director in accordance with changes in work priorities.</p> <p>(i) Appointment is provisional until confirmed. Appointment is subject to a satisfactory medical examination by a designated medical practitioner and a probationary period of six months' service which may be extended or reduced by the Director. At the end of the probationary period the Director shall in writing:</p> <ul style="list-style-type: none">(i) confirm the appointment; or(ii) extend the probationary period; or	
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<p>(iii) terminate the appointment.</p>	
<p>(j) The appointment of:</p> <p>(i) an expatriate runs from the date of leaving home to take up appointment with SPREP;</p> <p>(ii) a local employee from the date of taking up duties with SPREP.</p> <p>(k) Salary is earned for an expatriate staff from the date set in accordance with Regulation 13 (j)(i) and for a local employee from the date set in accordance with Regulation 13(j)(ii).</p>	
<p>Promotion Regulation 14</p>	
<p>(a) A support staff member is promoted when appointed to a position higher than his or her current position.</p> <p>(b) A promotion is a variation to the terms of an appointment and is subject to Regulation 13(h).</p>	<p>Recent and current best practice in recruitment and filling vacancies require all vacancies and regarded positions to be open to competition. Promotions in this sense have long been obsolete.</p>
<p>Termination Regulation 145</p>	
<p>Ways of Termination</p> <p>(a) An appointment is terminated -</p> <p>(i) when being a fixed term appointment it reaches the end of its term; or</p> <p>(ii) by either the Director or the staff member giving the other, one month's notice in writing; or</p> <p>(iii) without notice by either the Director or the employee paying to the other one month's salary in lieu of notice; or</p> <p>(iv) as a disciplinary measure by dismissal with or without notice under Regulation 30(b).</p>	
<p>Seconded Staff</p> <p>(b) Before dismissing or giving notice to a staff member who is seconded from a member government, the Director shall inform the government in question.</p>	<p>This was commonly used in the nascent years of regional organizations when due to budget and staffing constraints, developed</p>

	<p><u>members used to second their staff on full pay and terms to serve in in-line posts in CROP organizations. This practice has not existed in SPREP in recent memory and is not encouraged either by its Executive or current recruitment practices.</u></p>
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<p>Certificate of Service</p> <p>(eb) A staff member shall, on leaving the service of SPREP, be given a certificate relating to the nature of his or her duties, the length of service, the amount of emoluments, and other relevant information.</p>	
<p>Retention of Pay</p> <p>(dc) Upon leaving the service, any indebtedness of a staff member to SPREP shall be deducted from any money due to the staff member from SPREP.</p>	
<p><u>Redundancy Regulation 15</u></p>	
<p><u>Abolition of Position</u></p> <p>(a) <u>The Director may terminate the appointment of any staff member, prior to completion of his contract term of service, if, in his/her judgment, the interests of the service require the abolition of the post or a reduction of staff.</u></p> <p>(b) <u>Where the Director terminates the appointment of a staff member because of this Regulation he/she shall give at least one month's notice and pay an indemnity of salary and allowances to the staff member concerned according to this schedule:</u></p> <p><u>Up to six years' service: indemnity equal to three months' salary and approved financial allowances</u></p> <p><u>From six to twelve years' service: indemnity equal to four months' salary and approved financial allowances</u></p> <p><u>Over twelve years' service: indemnity equal to six months' salary and approved financial allowances</u></p> <p><u>Provided that, if the staff member concerned agrees, the Director may reduce the period of notice and increase the amount of indemnity accordingly by an equal period. Such indemnity payments will not be interpreted as salary in relation to other policies governing salary payments.</u></p>	<p><u>To comply with the 2006 Triennial review recommendation for those CROP agencies without redundancy policies to put one in place. This recommendation was supported by the CROP Heads and approved by the 17th SPREP Meeting.</u></p> <p><u>The provision is adapted from SPC provisions - being the CROP organization with staff provisions tested by experience and case histories over 60 years.</u></p>



PART V : ENTITLEMENTS ON APPOINTMENT AND TERMINATION
Regulation 16

Entitlements

- (a) SPREP shall meet the following appointment and termination expenses of professional staff recruited from outside the Greater Apia Area. The entitlements cover the transport and accommodation enroute for the staff member and accompanying dependents between home and Apia, and back, by the ~~shortest~~ most direct and/or most economical route or fare. —The Director has discretion, after taking family circumstances into account, to include dependents who arrive within six months of the start of appointment or leave within one month of termination.

Fares

- (i) Director: Business class
Other staff: Economy class

Removal Expenses

- (ii) The reasonable cost of packing, insuring, shipping and transporting furniture, household and personal effects as follows-
- (a) 6m³ in respect of the staff member
2m³ in respect of a dependent spouse
1m³ in respect of each dependent child
- (b) up to 20 kilos of excess baggage per ~~person~~ staff member for all professional staff recruited outside the Greater Apia area.

Establishment Grant

- (iii) To offset incidental expenses and compensate for the upheaval of removal, an establishment grant on appointment only at the rate prescribed in Schedule 1 to these Regulations.

Temporary Accommodation

- (iv) Accommodation at a suitable hotel or other fully furnished accommodation for up to six working days or such other period, up to a maximum of twelve working days, as the Director considers reasonable in the circumstances. Professional staff will not be paid housing assistance for the period when temporary accommodation costs are met.

[Editorial and refinements for additional clarity.](#)

[To provide added clarity.](#)

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<p>SPREP Assistance</p> <p>(v) An appointee will be assisted to settle into Apia. This assistance could include help to find suitable rented accommodation and advice on suitable terms.</p> <p>Ineligibility</p> <p>(b) The entitlements prescribed in Regulation 16(a) do not apply and, at the Director's discretion, may be withheld in whole or in part if:</p> <p>(i) all or part of the expenses are met from some other source; or</p> <p>(ii) within 12 months of appointment the staff member resigns appointment under Regulation 15(a) (ii) or (iii) or is dismissed under Regulation 30(b) (iv) or (v).</p>	
<p>PART VI : HOURS OF WORK Normal Hours Regulation 17</p>	
<p>(a) The Director has the right to call upon the services of staff to the extent considered reasonable.</p> <p>(b) Normal office hours are 8 am to 12 noon and 1 pm to 4.35 pm Monday to Friday, making a total of 37 hours 55 minutes per week.</p> <p>(c) The driver/messenger, gardener, handyman and tea attendant/cleaner will be required to work hours as directed by the Director. They will have to work either 40 hours per week or 8 hours a day before overtime rates become applicable.</p> <p>(d) The watchman will be required to work from 6 pm to 6 am Monday to Friday as well as any additional hours required by the Director.</p>	<p>SPREP no longer hires a night watchman but contracts a security company.</p>
<p>Overtime Regulation 18</p>	
<p>Eligibility</p> <p>(a) Support and temporary staff at Grade F3 and below may claim overtime or time off in lieu of overtime for the hours they are required to work in excess of their normal working hours.</p>	

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<p>Overtime Rates of Pay</p> <p>(b) The rates of pay for overtime are:</p> <ul style="list-style-type: none"> (i) for days other than public holidays and Sundays, one and half times the normal hourly rate. (ii) for Sundays or public holidays, double the normal hourly rate. <p>Provided that the normal hourly rate upon which overtime is based shall be no higher than the maximum step of Grade F3 for support staff.</p>	
<p>Meal Allowance</p> <p>(c) Support staff required to work overtime for more than 6 hours on a Saturday, Sunday or public holiday, or beyond 6.30 pm on a full working day, shall be paid lunch and dinner allowances as appropriate at rates approved by the Director.</p>	
<p>Transport Assistance</p> <p>(d) Support staff required to work more than one hour's overtime on a normal working day shall be taken home by SPREP transport, if it is available, and if not, by taxi at SPREP expense, or is entitled to an allowance under Regulation 29(e).</p> <p>(e) Support staff required to work overtime on weekends or public holidays shall be;</p> <ul style="list-style-type: none"> (i) taken to and from work by SPREP transport, if it is available, and if not, by taxi at SPREP expense: or (ii) entitled to claim an allowance under Regulation 29(e). 	
<p>PART VII : REMUNERATION Regulation 19</p>	
<p>Determination and Currency of Payment</p> <p>(a) The remuneration policy and conditions of service of SPREP employees are determined by the SPREP Meeting.</p> <p>(b) The remuneration of all SPREP staff shall be expressed and paid in Samoan Tala.</p>	

<p>Stabilisation, Adjustment and Review</p> <p>(c) As a stabilization mechanism, the remuneration of professional staff are denominated in International Monetary Fund Special Drawing Rights (SDRs). Monthly salary and allowances payments are based on the monthly average rate SDR/WST within a range of 5% above and below a reference rate set annually being the average conversion rate of the previous 12 months.</p> <p>(d) Professional staff salary scales are reviewed three yearly, in conjunction with other CROP agencies.</p> <p>(e) The salaries of support staff are to be reviewed three yearly, with salary scales to be adjusted to the 75-percentile range of comparable positions placed at the lower boundary of the Upper quartile plus 10% of in the Apia employment market, based on an Apia market survey. For the purpose of this provision, the <u>Upper Quartile is the top 25% of the Apia employment market</u>75-percentile range is the boundary between the top 25% of the market and the lower 75%.</p>	<p>To update to what had been adopted by CROP agencies and approved by the 17th SPREP Meeting.</p>
<p>Salaries Regulation 20</p>	
<p>General</p> <p>(a) Current salary scales approved by the SPREP Meeting are set out in Schedule 2(a) and (b) to these Regulations and shall be incorporated annually to SPREP's Work Programme and Budget.</p>	
<p>Salary on Appointment</p> <p>(b) Appointments of support <u>all</u> staff shall be to the bottom step of the grade for the position except that the Director shall have discretion, in particular cases, to appoint to a higher step if the circumstances justify it.</p> <p>(c) The Director shall have the flexibility to appoint professional staff to whatever salary step is considered appropriate by the Director within the designated salary grade; <u>All staff</u> appointments shall be subject to annual performance review by the Director.</p>	<p>To accurately reflect practice and provide added clarity.</p>
<p>Salary on Promotion</p> <p>(e) Appointment on promotion is at the minimum of the salary range for the higher position or, if the salaries for the two positions overlap, to the level of the higher salary range which affords an immediate salary increase equal to one incremental step.</p>	<p>Obsolete. Refer comment on deletion of regulation 14.</p>

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<p><u>Performance Increments</u></p> <p>(fc) (i) The Director may authorize an increment to a staff member at the completion of each year's of service based on the staff member's annual performance assessment and where he/she has not reached the maximum of the salary grade for his/her position. Where the staff member's performance has not been considered highly satisfactory, the Director or his/her delegate will explain to the staff member why he/she will not receive an increment, or in the case of poor performance, why his/her salary will be reduced by an increment.</p> <p>(ii) For support staff, the Director may authorize an increment in recognition of permanent increases in formal skill levels of that staff, relevant to his/her duties in SPREP; or where the Director is satisfied that the staff has permanently increased his/her capacity to accept responsibility in his/her duties within SPREP.</p>	<p><u>To make clear increments are performance based and not automatic on service length.</u></p>
<p>Performance bonus</p> <p>(gd) Where a support staff has reached the maximum salary point in his/her approved salary scale and where that employee's work performance is assessed as having been highly satisfactory on completion of a particular year's service, the Director may grant a fixed sum performance bonus payment to that staff, provided that any such bonus:</p> <p>(i) is not made as a permanent increase in the salary of the staff;</p> <p>(ii) can be fully financed from available budgetary provision in ___ that year; and</p> <p>(iii) shall not exceed 5% of the staff's current salary.</p>	
<p align="center">PART VIII : ALLOWANCES AND RELATED BENEFITS Higher and Extra Duties Allowances Regulation 21</p>	
<p>(a) Any staff member may at any time be required by the Director to undertake the duties of a senior or other position whether or not the circumstances justify increased pay.</p> <p>(b) A staff member who is required by the Director to carry out and does carry out the full duties of a higher graded position for a continuous period of not less than ten working days will be paid a higher duties allowance amounting to the difference between his or her salary at the time and the actual salary of the incumbent of the higher graded position.</p>	



<p style="text-align: center;">Representational Allowance Regulation 22</p>	
<p>The Director and Deputy Director shall receive a non-accountable representational allowance of 5% and 1% of basic salary respectively.</p>	
<p style="text-align: center;">Professional Staff and Expatriate Allowances Regulation 23</p>	
<p>(1) Expatriate Professional Staff</p> <p>In addition to base salary, expatriate professional staff are entitled to receive the following allowances and benefits:</p> <p>(a) School holiday travel of one return economy class flight each year between place of education and Apia by:</p> <p>(i) each dependent child being educated outside Samoa; or</p> <p>(ii) the staff member or spouse to visit the child, providing the journey is not made within the final six months of the contract.</p> <p>For the purposes of this subsection the “place of education” is taken to be the recognized home.</p>	
<p>(b) Home leave travel - Expatriate staff are entitled to return economy—airfares between Apia and the recognized home <u>by the most direct and/or most economical route or fare</u> for the staff member and dependents after completing 18 months of service for three year contracts providing no travel is undertaken within the final twelve months of the contract. The recognized home of the staff member will be agreed between him/her and SPREP at the time of appointment.</p> <p>(c) A repatriation allowance equivalent to two week’s salary, on completion of a contract providing the contract is not extended or renewed.</p>	<p><u>Class of travel for Director and staff already established under Regulation 16(a)(i) and Regulation 29(b).</u> <u>Other are refinements for added clarity as had been done to Regulation 16(a).</u></p>
<p>(2) All Professional Staff</p> <p>In addition to salary, all professional staff are entitled to receive the following allowances and benefits:</p> <p>(a) An education allowance in respect of each dependent child to the amounts set out in Schedule 1, to cover 75% of the actual cost of tuition and boarding fees only;</p> <p>(b) A cost-of-living differential allowance (COLDA) to reflect the comparative cost of living difference between Suva and Apia calculated, reviewed and provided periodically by Employment Conditions</p>	

<p>Abroad Ltd of Australia is payable to professional staff. The index that currently apply is shown in Schedule 1.</p>	
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<p>Director's Entitlements Regulation 24</p>	
<p>In addition to any other allowances provided for elsewhere in these Regulations the Director shall be entitled to the following:</p> <ul style="list-style-type: none"> (a) rent-free accommodation up to a rental limit specified in Schedule 1; (b) utility charges for accommodation (e.g. electricity, water and gas); and (c) a domestic assistance allowance. The allowance is to be adjusted at the same time and in accordance with the same rate of adjustments made to pay in the Samoan Public Service and the rate for the time being is set out in Schedule 1. 	
<p>PART IX : LEAVE Annual Leave Regulation 25</p>	
<ul style="list-style-type: none"> (a) The annual leave entitlement is: <ul style="list-style-type: none"> Professional contract Staff days. : 25 working Support Staff days : 15 working (b) For each staff member the leave year runs from the date of appointment to its anniversary and thereafter from anniversary to anniversary. Leave accumulates with the passing of the leave year with the full entitlement, minus any leave taken, falling due on the anniversary of appointment. (c) If a Samoan public holiday is observed on a normal working day while a staff member is on annual leave or duty travel that day shall be added to his or her entitlement. (d) Applications for leave should where possible be received by the Director 30 days before the leave applied for begins. (e) Annual leave does not carry over from one leave year to the next without written approval from the Director. Subject to this provision, annual leave may be accrued up to 50 working days at each anniversary of appointment. In considering applications to carry over annual leave, the Director will have regard both to the requirements of SPREP and the situation of the staff member. (f) SPREP will only pay salary in lieu of unexpended leave at the end of a contract. Cases involving dismissal under Regulation 30(b) will not receive salary in lieu of unexpended leave. 	

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Sick Leave Regulation 26	
<p>(a) Each staff member is entitled to 30 days' paid sick leave per year or 2.5 days per month after one year of service. Sick leave not taken accumulates up to a maximum of 90 days.</p> <p>(b) To qualify for sick leave a staff member is required:</p> <ul style="list-style-type: none"> (i) to notify his/her immediate superior as early as practical on the first day of absence; and (ii) as soon as practicable, apply for sick leave in writing. <p>(c) All applications for sick leave shall be supported by a certificate from a qualified medical practitioner justifying the absence on medical grounds unless;</p> <ul style="list-style-type: none"> (i) the application is for two days or less; and (ii) the applicant has not already taken six days of uncertified sick leave in the last 12 months. 	
<p>(d) The Director may at any time withdraw the dispensation from the requirement to furnish a medical certificate, or require a staff member to undergo a medical examination from a designated medical practitioner, when certified sick leave appears to be excessive.</p> <p>(e) If a staff member is taken sick or is injured while on annual leave and produces a medical certificate to that effect, the period of sickness shall be recorded as sick not annual leave.</p> <p>(f) Sick leave may not be used by a staff member to meet his or her extended family responsibilities, or for any reason other than personal sickness of the employee.</p> <p>(g) SPREP will not make any payment in lieu of unexpended sick leave at the completion of employment.</p>	
Other Leave Regulation 27	
Maternity Leave	
<p>(a) A staff member with at least one year's continuous service at the expected date of confinement is entitled to 60 working days' maternity leave on full pay. The period of leave begins on a date decided by the Director in consultation with the staff member but not more than 30 days before the expected confinement. The balance of the leave, but in any case not less than 30 working days, shall be taken immediately after confinement.</p>	

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<p>Family (Compassionate and Paternity) Leave</p> <p>(b) Applications for family leave which includes paternity and compassionate leave will be considered by the Director on an individual basis, but will not exceed five days per situation or a maximum of six days in any year plus minimal travelling time for all staff members whether they have to travel outside or within Samoa. This leave will normally only apply to a bereavement in respect of immediate family members, such as spouse, children or parents or for the birth of a child of a male staff member. Compassionate leave may not be used by a staff member to meet his/her extended family responsibilities.</p>	
<p>Special Leave Without Pay</p> <p>(c) Requests for special leave without pay shall be submitted in advance and require approval in writing from the Director. Special leave may be granted for cases of extended illness or other exceptional or urgent reasons.</p> <p>(d) Special leave without pay shall be granted only after accrued annual leave has been expended. No leave accruals or other financial allowances of any kind shall be earned or granted during periods of special leave without pay.</p>	
<p>Examination Leave</p> <p>(e) Where a support staff sits for an examination for an approved course of studies, which is directly relevant to his/her duties in SPREP, and is successful in passing such examination, the Director may grant a leave credit for leave taken by the employee to enable them to attend<u>prepare</u> and sit for that examination.</p>	<p><u>This requirement is out of place in this regulation dealing with leave to prepare and sit exams.</u></p>
<p>PART X : HOUSING Regulation 28</p>	
<p>Eligibility</p> <p>(a) All professional staff shall be eligible to receive housing assistance.</p> <p>Housing Assistance</p> <p>(b) Professional staff shall receive housing assistance of 75% of the typical rent payable in Samoa for expatriate executive furnished housing. The current rate is set out in Schedule 1 to these Regulations. This assistance shall be reviewed annually and adjusted on relative movement in the local rental market.</p>	

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PART XI : EXPENSES Regulation 29	
<p>Duty Travel</p> <p>(a) SPREP meets the travelling expenses necessarily incurred by staff required to travel away from Apia on official business.</p> <p>(b) The Director is entitled to travel business class. All other staff will travel economy class except that the Director may authorize business or executive class travel if considered justified.</p>	
<p>Per Diem</p> <p>(c) Staff travelling on SPREP business and spending the night away from Apia will receive a per diem at current UNDP rates to cover the cost of accommodation, meals and incidentals. Transport (including taxis), telephone and other costs not covered by the per diem that are necessarily incurred for official business reasons, will be reimbursed on actual cost basis and production of receipts where possible.</p>	
<p>Actual and Reasonable Expense Reimbursement</p> <p>(d) If:</p> <ul style="list-style-type: none"> (i) the period of absence does not include a night away from Apia; or (ii) the staff member is accommodated privately; or (iii) the staff member could not for good and practical reasons have kept within the per diem for the place in question; or (iv) the nature or venue of the staff member's business renders the standard per diem for that country inadequate; <p>the Director may authorize the reimbursement of actual and reasonable expenses incurred.</p>	
<p>Private Transport Expense Reimbursement</p> <p>(e) The Director or his/her delegate may approve reimbursement at prevailing public transport rates of claims by a staff member who uses his/her personal vehicle with the prior approval of the Director in the following circumstances:</p> <ul style="list-style-type: none"> (i) to travel on official business in and around Apia when SPREP transport is not available; or (ii) when working overtime as set out in Regulation 18(d) and (e). 	

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<p>-Official Entertainment</p> <p>(f) The Director may be reimbursed the expenses of official entertainment extended on behalf of SPREP.</p> <p>(g) Providing the Director's approval in writing has been obtained prior to the offer of official entertainment. Senior Management may be reimbursed the expenses of entertainment extended on behalf of SPREP. The Director shall not authorize any reimbursement under this provision unless reasonable evidence of the official nature of the entertainment is provided and the claim is supported by receipts.</p>	
<p>PART XII : DISCIPLINE Regulation 30</p>	
<p>Offences</p> <p>(a) An employee commits an offence who:</p> <ul style="list-style-type: none"> (i) wilfully disobeys a lawful order of the Director or of any other officer to whom the employee is formally responsible; (ii) wilfully disregards the Regulations; (iii) is negligent, inefficient or incompetent in the exercise of his or her duties; (iv) wilfully acts without regard to SPREP's interests; (v) behaves disgracefully or improperly either in an official capacity or otherwise; or (vi) steals or misappropriates the funds or property of SPREP. 	
<p>Penalties</p> <p>(b) The Director may discipline an employee found guilty of an offence by:</p> <ul style="list-style-type: none"> (i) an official reprimand; (ii) a fine not exceeding 14 days' salary; (iii) demotion to a lower step in the grade of the offender's position; (iv) dismissal with notice under Regulation 15(a) (iv); or (v) if the offence is theft or misappropriation of SPREP's funds or property, by summary dismissal without notice. 	

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<p>Procedures</p> <p>(c) No employee suspected of committing an offence shall be penalized under Regulation 30(b) unless guilt is confirmed by:</p> <ul style="list-style-type: none"> (i) the employee's own admission; or (ii) the outcome of criminal proceedings; or (iii) the findings of an internal inquiry conducted as soon as practicable by the Director (or in his or her absence by the Deputy Director) and two other staff members, one of whom may be nominated by the suspected employee. 	
<p>Suspension</p> <p>(d) An employee may be suspended without pay if suspected of theft or misappropriation of SPREP's property and on pay in all other cases. If the suspicion cannot be sustained the employee will be fully reinstated with effect from the date of suspension.</p>	
<p>PART XIII : STAFF COMMITTEES Regulation 31</p>	
<p>Staff Committees, shall be elected annually by staff members to represent their views and shall be consulted by the Director on general and specific questions relating to staff issues and welfare.</p>	
<p>PART XIV : GENERAL Regulation 32</p>	
<p>Personal Accident Insurance</p> <p>(a) All staff are covered by SPREP's life and personal accident insurance schemes 24 hours a day.</p> <p>(b) A staff member may take out additional cover at his/her own cost.</p>	
<p>Medical Insurance</p> <p>(c) All staff and their dependents will have all reasonable medical, dental and optical expenses at the Director's discretion depending on available schemes and reasonable costs, met by <u>the</u> SPREP medical scheme or, where appropriate, direct by SPREP.</p> <p>(d) A staff member may take out additional cover at his/her own cost.</p>	<p>To reflect current situation.</p>

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<p>Superannuation</p> <p>(e) Local employees will contribute to the Samoa National Provident Fund (SNPF).</p> <p>(f) For all local employees, SPREP will make a contribution to the SNPF equivalent to seven percent of basic salary. Provided that if the minimum legal requirement for contributions payable by Samoan citizens and residents to the SNPF is increased to exceed seven percent of basic salary, SPREP will make a contribution to the SNPF equal to such minimum legal requirement for contributions.</p>	
<p>(g) An expatriate professional staff member will receive a payment of seven percent of basic salary, provided that if the minimum legal requirement for contributions payable by Samoan citizens and residents to the SNPF is increased to exceed seven percent of basic salary, the employee will be entitled to a payment equal to such minimum legal requirement for contributions to the SNPF.</p> <p>Protective Gear</p> <p>(h) On appointment, support staff regularly employed on labouring work shall be issued with necessary protective gear.</p> <p>(i) Protective gear issued to staff will be replaced on a fair wear and tear basis but not more than once a year.</p>	
<p>Training</p> <p>(j) The Director shall, where deemed necessary in the interests of SPREP, provide for the training of staff members in areas directly related to their duties and advancement. Priority shall be given to support staff.</p>	
<p>Documentation</p> <p>(k) The Director shall maintain up-to-date documents detailing the establishment, grading system, salary scales and conditions of service of SPREP as approved by the SPREP Meeting.</p>	