

ASSEMBLY -- 1st session  
Agenda item 8

ADOPTION OF STAFF REGULATIONS

Note by the Secretary-General of IMCO

1. It will be recalled that in the course of the initial consideration of the draft Staff Regulations submitted in document OPCF/A.I/2, the Assembly concluded that it would be necessary to approve, at least on a tentative basis, not only the Staff Regulations themselves, but also any Annexes referred to in the Staff Regulations, in particular the Annexes referred to in Regulation 19, dealing with the termination of appointments, and in Regulation 24, relating to compensation in the event of death, injury or illness attributable to the performance of official duties.
2. It had originally been thought that these Annexes would be elaborated, together with the Staff Rules, by the Director of the Fund. In view of the discussions in the Assembly on this issue and the desire that information be made available in respect of the provisions applied by IMCO in respect of termination indemnity and in respect of compensation in the event of death, injury or illness attributable to the performance of official duties, it would seem that a somewhat different course should be considered than had been thought of initially. As can be seen from the excerpts from the IMCO Staff Regulations and Rules already made available (see documents OPCF/A.I/WP.2 and WP.3) the preparation of such provisions requires careful and detailed examination and it is suggested that it might therefore not be advisable to attempt to elaborate a complete set of draft Rules in the course of the first session of the Assembly.

In the light of this situation it is proposed that Regulation 19 might be redrafted to read as follows:

"The terms and conditions governing termination under Regulation 18, including provisions for the payment of termination indemnity, shall be specified in the Staff Rules".

Similarly, Regulation 24 could be amended along the following lines:

"Staff members of the Secretariat shall be entitled to appropriate compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of the Fund, on terms and conditions specified in the Staff Rules. Health and accident insurance schemes shall be made available to staff members of the Secretariat in accordance with the relevant provisions of the Staff Rules".

It would be the understanding that, as a rule and as already decided by the Assembly, the Director will issue the appropriate Staff Rules for the Fund and report thereon to the Assembly for confirmation. However, in respect of the initial preparation of the Fund's Staff Rules, which will have to include detailed provisions with regard to both issues referred to above as well as amplifying and executing provisions relating to most other Regulations contained in the Staff Regulations, it may be assumed that the Director will wish to submit his proposals thereon to the next session of the Assembly for approval before beginning to act on them.

Nevertheless, in the light of decisions taken by the Assembly in respect of the structure of the Fund Secretariat (Agenda item 7) it will be necessary for the Director to employ a small staff and to issue contracts of employment to them very shortly after taking up his duties, and therefore well before the second session of the Assembly at which the Staff Rules could be approved. In this context the Assembly may wish to note that the Secretary-General of IMCO has, on occasion and because of particular circumstances, granted contracts of employment which do not refer to the Staff Regulations and Rules of IMCO, but which are self-contained. Pending the final approval of the relevant Fund Staff Rules it might therefore be appropriate for the Director to grant contracts with similar terms but on a purely interim basis to his staff. Accordingly, the Assembly may wish to advise the Director to issue contracts on an interim basis which could incorporate provisions similar to the ones set out in the Annex to this document.

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ANNEX

INTERNATIONAL OIL POLLUTION COMPENSATION FUND

Interim Letter of Appointment

Dear ...,

I am pleased to offer you a full-time appointment with the International Oil Pollution Compensation Fund, subject to an approved medical examination, on the following terms and conditions:

[1. MAIN DUTIES AND RESPONSIBILITIES]

2. DURATION

The appointment is for a period of ... years, starting on ... and ending on .... This appointment may be terminated by either party before the date of expiration with ... notice.

3. REMUNERATION

The salary is ... per month [rising to ... per month as from ...].

4. LEAVE

- (a) Annual leave: You will accrue annual leave at the rate of  $2\frac{1}{2}$  working days per month of continuous employment in full pay status, to be taken in units of days or half days and subject to advance approval. Not more than ... days of annual leave may be carried forward beyond 31 December of any year. If, upon separation, you have not exhausted the annual leave due to you, you will be paid in lieu thereof an amount equal to your salary for the period of such accrued leave, up to a maximum of ... working days.
- (b) Sick leave: If you are incapacitated by illness or injury from the performance of your duties under this special appointment, you will be granted sick leave not exceeding two working days per month of continuous employment. Any absence of more than three consecutive working days must be supported by a medical certificate. If you have taken periods of non-certified sick leave totalling seven working days within a full leave (calendar) year, any further sick leave within that year shall be either supported by a medical certificate or deducted from annual leave or charged as special leave without pay.

5. INSURANCE

You will be covered by a personal accident policy effected by the Fund to insure against all accidents which you may incur during the period of this special appointment, as follows:

- (a) Death from accident - US \$60,000;
- (b) Permanent disablement resulting from accident based on a capital sum of US \$120,000;

- (c) Temporary total disablement US \$600 per week up to a maximum of 104 weeks any one claim;
- (d) Medical expenses resulting from accident up to US \$2,000.

The Fund should be advised as soon as possible of any accident giving rise to a claim under this policy.

#### 6. OFFICIAL TRAVEL

Travel required to be undertaken as part of your duties under this appointment must be authorized in advance.

#### 7. RIGHTS AND OBLIGATIONS

Your rights and obligations are strictly limited to the terms and conditions of this appointment and you will not be entitled in respect thereof to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided under the terms of this appointment. [It is understood, however, that this interim letter of appointment will be replaced by a definite letter of appointment, once the relevant Staff Regulations and Staff Rules have been finally adopted.]

#### 8. OATH OR DECLARATION

In accepting this appointment, you subscribe to the following oath or declaration which forms part of your contract:

"I solemnly swear (undertake, affirm, promise) to exercise in all loyalty, discretion and conscience the functions entrusted to me as an employee of the International Oil Pollution Compensation Fund, to discharge these functions and regulate my conduct with the interests of the Fund only in view and not to seek or accept instructions in regard to the performance of my duties from any government or other authority external to the Fund."

- 9. If you accept this offer of appointment on the terms and conditions stated, please sign the enclosed form and return it to me.

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Yours sincerely,

R.H. GANTEN  
Director