



Pacific Immigration
Directors' Conference



Members of PIDC



PIDC EMPLOYEE REGULATIONS

September 2016

FINAL

Last updated: 20 September 2016

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PART 1 -SCOPE AND APPLICATION

REGULATION 1 – Scope and Application

- 1.1. These Regulations set out the mutual obligations and rights of Pacific Immigration Directors' Conference (PIDC)Employees. Except where authority is specifically transferred to the PIDC Chair, these Regulations are administered by the Head of Secretariat on behalf of the Employer.
- 1.2. The PIDC Chair is responsible for managing all aspects of the employment of the Head of Secretariat including performance and development, sensitive expenditure, leave, discipline. Where the interpretation affects the Head of Secretariat, the decision will rest with the Chair in consultation with the Board.
- 1.3. The PIDC Chair's authority is automatically delegated to the PIDC Vice-Chair when all reasonable attempts to contact the Chair have been exhausted, and when the Chair is unable to respond within specified timeframes. When the Vice-Chair is unavailable, that authority is automatically delegated to theChair or Vice-Chair of the relevant sub-committee.
- 1.4. The Human Resources Sub-committee is responsible for completing tasks delegated by the Chair.
- 1.5. When the Head of Secretariat is absent from the Secretariat, they may delegate their authority in writing to the Deputy Head of Secretariator if the Deputy Head of Secretariat is also absent, to another senior Employee, under these Regulations.
- 1.6. These Regulations apply to all PIDC professional and support Employees.
- 1.7. These Regulations remain in effect until amended by the Board and then shall continue to apply inclusive of amendment (without prejudice to existing employment contracts except where an Employee has consented to vary their contract in accordance with the amendments). Any such substantive amendment shall be notified to the next Regular Annual Meeting by the Head of Secretariat.
- 1.8. If any part of these Regulations becomes contrary to the laws of the Independent State of Samoa or where they are silent, the laws will apply.
- 1.9. The Head of Secretariat may supplement these Regulations with Employee Instructions not inconsistentwith these Regulations or with any decisions made by the regular annual meeting and further, may issue suchEmployee Instructions necessary to render these Regulations effective. Any such instructions shall be notified in writing to the Board at its next meeting.

PART 2 -DEFINITIONS

REGULATION 2 - Definitions

In these Regulations, unless the context otherwise requires:

<i>Allowances</i>	Remuneration other than base salary but does not include money received to meet expenses incurred by an Employee in the course of duty.
<i>PIDC Chair</i>	The person in the position of Chair of the PIDC Board as provided for in Article 13 of the PIDC Constitution.
<i>CROP</i>	The Council of Regional Organisations in the Pacific.
<i>Dependent</i>	A spouse, who ordinarily lives with the employee or child of an Employee, living with that Employee.
<i>Child</i>	Means an Employee's, legally and financially dependent, natural or legally adopted child who is: <ul style="list-style-type: none">• under the age of 18 years; or• under the age of 19 years if undertaking full-time study at a secondary school; or• under the age of 21 years if enrolled and undertaking full-time study at a university or other tertiary institution; or• mentally or physically incapacitated.
<i>Designated medical practitioner</i>	A medical practitioner designated by the Employer.
<i>Duty travel</i>	Travel approved by the Employer and undertaken by an employee on behalf of the PIDC to conduct the business of the PIDC.
<i>Employee</i>	A general term which means professional and support staff.
<i>Employer</i>	The PIDC.
<i>Headquarters Agreement</i>	The agreement between PIDC and the Independent State of Samoa.
<i>Home Country</i>	The location agreed between the PIDC and an Employee as the principle place of residence for recruitment, repatriation and leave purposes and stipulated in the employment contract
<i>Host Country</i>	The Independent State of Samoa.
<i>Human Resources sub-committee</i>	Sub-committee as elected by the Board.
<i>HR Chair/ HR Vice Chair</i>	Persons elected as Chair/Vice Chair of the Human Resources Sub-committee.
<i>Local Laws</i>	The Independent State of Samoa law applicable to the employment and health and safety of PIDC employee.
<i>PIDC</i>	Pacific Immigration Directors' Conference, often referred to as the Employer
<i>Professional Employee</i>	Any Employee whose contract salary level falls within Grades 8 -14 of the PIDC Salary Scales (<u><i>Schedule 1</i></u>) and who are defined as High Officers (Head of Secretariat and Deputy

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	Head of Secretariat) and Officials (Office Manager) under the Headquarters Agreement.
<i>Regular Annual Meeting</i>	The annual meeting of the PIDC as convened under Article 16 of the PIDC Constitution.
<i>Reimbursements</i>	Repayment of actual and reasonable expenses incurred by the Employee subject to specified limits as outlined in these Regulations and the Financial Regulations.
<i>Remuneration Policy</i>	The basis for remuneration approved by the Board.
<i>Salary</i>	The basic annual rate of pay for an Employee which is specified in PIDC's base salary scale (<u>Schedule 1</u>).
<i>Support Employee</i>	Employee engaged under a fixed term contract whose salary level falls within Grades 1-7 of the PIDC Salary Scales (<u>Schedule 1</u>) and who are defined as Officials under the Headquarters Agreement and who are employed under local conditions as a permanent resident or citizen of the Independent State of Samoa.
<i>The Secretariat</i>	The Secretariat of the PIDC.

PART 3 - DUTIES AND OBLIGATIONS

REGULATION 3 -Responsibility of Employees

- 3.1 The Employee will at all times be subject to the authority of the Employer. Notwithstanding that there are privileges and immunities in the Headquarters Agreement, Employees are expected to comply with the laws and regulations of the Independent State of Samoa and the PIDC's code of conduct.

REGULATION 4 -Disclosure of Information

- 4.1 Employees 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 authorisation of the Head of Secretariat.
- 4.2 Employees of PIDC may have access to confidential information that is needed to perform their duties. Personnel information and immigration intelligence gained from any source and in any form is strictly confidential. Employees should understand, sign and comply with the Confidentiality Statement in (Schedule 7), which will be maintained in the Employee's personnel file and a copy given to the Employee.
- 4.3 Employees are forbidden to speak to any media representative on behalf of the PIDC unless expressly authorised to do so by the Head of Secretariat. If any Employee receives any media inquiry, they should contact the Head of Secretariat immediately. The Head of Secretariat maintains the relationship with the media, and if there are possible repercussions of a media story, the Head of Secretariat is to maintain close contact with the Chair for advice.

REGULATION 5 -Conduct

- 5.1 The Employee shall avoid any action, and in particular any kind of public pronouncement or activity, which may adversely reflect on their position and PIDC's reputation.

Code of Conduct and Whistleblowing Policy

- 5.2 On engagement, an Employee must be supplied with a copy of the 'PIDC Code of Conduct' and must sign an undertaking and comply with its provisions (Schedule 4). A copy of the signed Code of Conduct will be maintained in the Employee's personnel file and a copy given to the Employee.
- 5.3 On engagement, an Employee will also be provided with a copy of PIDC's Whistleblowing Policy (Schedule 4).
- 5.4 Misconduct refers to any action or behaviour determined to be in breach of the PIDC Code of Conduct, and these Regulations and the Financial Regulations. In broad terms, any Employee whose conduct does not comply with an element of the PIDC Code of Conduct or these Regulations can be determined to have committed misconduct (*Reg 25, Part 4, and Parts 9 and 10 refer*).

REGULATION 6 -Outside Activities

- 6.1 No Employee may accept, hold or engage in any office or occupation which, in the opinion of the Employer, is incompatible with the proper discharge of their duties with the PIDC, unless explicit approval is granted in writing by the Employer.
- 6.2 Any Employee who becomes a candidate for a public office of a political character shall resign from the PIDC.

REGULATION 7 -Conflict of Interest

- 7.1 An Employee must disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with their employment with the PIDC, including in relation to any outside employment and/or business activity. Refer to Conflict of Interest Policy (Schedule 3).

REGULATION 8 -Occupational Health and Safety (OH&S)

- 8.1 The PIDC's aim is to create a workplace that is fair and reasonable, which supports work/life balance, and is a place where employees feel safe and valued.
- 8.2 The purpose of OH&S guidelines (Schedule 8) is to assist with the prevention of workplace injuries and exposure to hazards in the workplace which may cause harm, by reducing exposure to such hazards as far as is reasonably practicable. The achievement of that purpose reduces the personal, community and financial costs of such injuries and illnesses.
- 8.3 The PIDC is committed to protecting all Employees at or near the workplace from risks to health and safety arising out of the activities of Employees at work. Employees are encouraged to discuss any OH&S concerns with the Head of Secretariat. Should an Employee receive a job-related injury they should contact the Head of Secretariat or the Office Manager who can provide assistance, as well as promotional material, on occupational health and safety matters. All Employees are subject to PIDC OH&S policies, including the mandatory reporting of incidents, accidents, and any potential hazards to the Head of Secretariat or Office Manager immediately.
- 8.4 The PIDC will report OH&S incidents to as the Board, who can report to Principal Donors, as required.
- 8.5 The Employer will arrange cover for workplace accident cover for any injuries incurred during the course of employment with PIDC.

REGULATION 9 -Workplace Diversity

- 9.1 Workplace diversity emphasises and promotes the following principles:
- a) Recognising and valuing our differences
 - b) Treating each other civilly and equitably
 - c) Fostering participation and cooperation
 - d) Eliminating harassment and discrimination.
- 9.2 PIDC aims to develop a flexible and harmonious workplace for all Employees with a view to enhancing overall operational effectiveness. This in turn contributes to the creation of an equitable and professionally rewarding work environment.
- 9.3 Workplace diversity is about recognising the different qualities that every Employee brings to the workplace, and harnessing them to foster a more tolerant, creative and productive workforce.
- 9.4 The PIDC is committed to the practice of non-discrimination in the workplace on such grounds as political affiliation, race, colour, ethnic origin, social origin, religion, sex, sexual preference, marital status, pregnancy, age or any physical or mental disability. If any Employee believes they are being discriminated against in any way they should discuss their concern with the Head of Secretariat or if necessary, the PIDC Chair.
- 9.5 The PIDC is an equal opportunity employer and does not discriminate on any basis. The overriding consideration for employment is capacity to perform the functions of a given position.

REGULATION 10 -Workplace Harassment

- 10.1 All Employees should be aware that their workplace should be free of any workplace harassment including sexual, bullying and verbal. Sexual harassment includes unwanted, unsolicited and unreciprocated conduct of a sexual nature. Employees who feel they are being subjected to workplace harassment are encouraged to take up their case either with the Head of Secretariat or if necessary, the PIDC Chair. All complaints of this nature will be treated in the strictest confidence.
- 10.2 The PIDC will not tolerate any form of workplace harassment or discrimination. Such behaviour is a breach of the PIDC Code of Conduct (Schedule 4) and, if a complaint is proven, is ground for dismissal.

REGULATION 11 -Intellectual Property

- 11.1 The PIDC is the owner of any intellectual property rights of any material associated with work undertaken by all Employees during the period of their employment at the PIDC.

REGULATION 12 -Personnel Records

- 12.1 All personnel files are kept and maintained by the Employer. The records required from, and submitted by, the Employees to the PIDC shall become the property of the PIDC. Personnel records will be kept confidential by the direct manager of the staff member (i.e. the Head of Secretariat, or the PIDC Chair). Employees will have access to any of their personnel information retained by PIDC.
- 12.2 All Employees are obliged to notify the Employer about all changes of personal details such as Employees' dependants, insurance beneficiaries, emergency contacts, home telephone numbers, home addresses and any other pertinent information changes.

REGULATION13 -Smoking

- 13.1 The PIDC provides a smoke-free working environment and smoking is prohibited within the PIDC premises or PIDC vehicles. Smoking in front of the PIDC building or in any area where the general public can observe Employees is also not permitted.

REGULATION14 -Seat belts

- 14.1 All Employees are required to wear seatbelts when they are available when driving or travelling as a passenger in PIDC vehicles or when travelling in any other vehicle on PIDC business.

REGULATION 15 -Transfers& Secondments

- 15.1 The PIDC may discuss with the Employee the opportunity to be seconded to another regional or international agency, from time to time if required in order to meet PIDC work priorities and to enable staff development. Transfers or secondments will only occur after appropriate consultation and agreement between the Employee and the Employer, and only undertaken within budgetary provisions and the agreed workplan of the PIDC.
- 15.2 Appropriate relocation costs may be paid at the discretion of the Head of Secretariat and in keeping with process as outlined in Regulation 42. Any relocation costs will consider the nature of the transfer or secondment, the level of the position, the duration of the transfer or secondment and the location.

REGULATION 16 -Assignment of Duties

- 16.1 Employees are subject to the authority of the Head of Secretariat and as such, assignment of duties will be allocated by the Head of Secretariat or their authorised representative with due regard to skills, qualifications and experience.
- 16.2 Employees shall not absent themselves from official duty without the approval by the Head of Secretariat or persons authorised to grant such approval.

REGULATION 17 -Delegation of Power

- 17.1 The Head of Secretariat may delegate administrative authority to any professional Employee from time to time.
- 17.2 When the position of Head of Secretariat is vacant, the Head of Secretariat's functions and powers shall be exercised by the Deputy Head of Secretariat. If no Deputy Head of Secretariat is in place, the functions and powers shall be exercised according to the instructions of the Chair, and in the absence of such instructions, by a senior professional Employee of the PIDC under the supervision of the Board.
- 17.3 When the Head of Secretariat is officially off-duty (i.e. on Annual Leave), they will designate the Deputy Head of Secretariat, or if the Deputy Head of Secretariat is also officially off-duty, a senior professional Employee as the Officer-in-Charge, subject to the provisions of the Financial Regulations.
- 17.4 All external correspondence from the PIDC shall be signed off by the Head of Secretariat or an authorised delegate.

PART 4 - APPOINTMENT, STAFF DEVELOPMENT, AND END OF CONTRACT

REGULATION 19 - General appointment provisions

- 19.1 The power to appoint an Employee (other than the Head of Secretariat) rests with the Head of Secretariat. The Board must authorise all new vacancies prior to the commencement of recruitment activity and the Human Resources Sub-committee must endorse a recruitment process, as delegated by the Board.
- 19.2 All candidates should be eligible to work in the Independent State of Samoa.
- 19.3 External recruitment agencies can be sought for senior appointments but only if deemed necessary to attract suitable applicants. Costs must be tightly controlled. When an external agency is engaged, it is as a supplement to the normal recruitment process and in no way replaces any aspect of the internal recruitment process.
- 19.4 When appointing an Employee, the Head of Secretariat shall comply with the PIDC's recruitment procedures as endorsed in 19.1 and mentioned throughout Part 4 of these Employee Regulations, and will ensure that these procedures are transparent, equitable and based on merit.
- 19.5 In selecting an Employee for appointment to the PIDC, the dominant considerations shall be:
- a) the required qualifications and experience,
 - b) competence, and
 - c) personal integrity.
- 19.6 Subject to Regulation 19.5 above, and the principle of open competition, the Head of Secretariat shall, in selecting professional employees, give due consideration to the nationals of PIDC Member states and participating territories and to the desirability of obtaining regional representation.
- 19.7 When a support employee vacancy occurs, the vacancy will be advertised in the Independent State of Samoa media. When a professional employee vacancy occurs the vacancy will be advertised internationally.
- 19.8 The Head of Secretariat shall appoint an Employee at a level within the designated salary grade, based on qualifications and experience.
- 19.9 PIDC is an equal opportunity employer and recognises the strength that diversity brings to the Secretariat and the PIDC.

REGULATION 20 - Recruitment and selection process

- 20.1 All vacancies will be filled through a competitive merit-based selection process. The steps involved in the selection process normally include:
- a) development of the job description;
 - b) advertising the position together with a description of the duties and selection criteria;
 - c) appointment of the selection committee of at least three persons to represent the Secretariat, which may include a member of the Human Resources Sub-Committee;
 - d) receipt and assessment of written applications against the selection criteria;
 - e) shortlisting of candidates;
 - f) conduct of interviews by selection committee (this can include phone interviews prior to further shortlisting, and then in-person interviews);

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- g) referee checks;
 - h) final assessment and recommendation by selection committee;
 - i) approval by the Head of Secretariat;
 - j) criminal history, medical checks, credit checks and credential checks, (where appropriate);
 - k) negotiation and contract signing by the Head of Secretariat with the successful candidate; and
 - l) notification to unsuccessful candidates and notification of the outcome to the Board of the employment recommendation.
- 20.2 The extent to which each of these steps is carried out depends on the nature of the position and duration of the contract.
- 20.3 A selection decision is based on merit where:
- a) an assessment is made of the relative suitability of the candidates for the duties using a competitive selection process;
 - b) the assessment is based on the relationship between the candidate's work related qualities and the work related qualities required to perform the duties of the position;
 - c) the assessment focuses on the relative capacity of the candidate to achieve outcomes related to the duties; and
 - d) the assessment is the primary consideration in making the decision.

Appointment of Head of Secretariat

- 20.4 The Head of Secretariat is appointed by the Chair in consultation with the Human Resource Sub-committee and with the approval of the Board, within established parameters.
- 20.5 The selection process will be conducted by the Human Resources Sub-committee. The Human Resources Sub-committee must endorse the appointment recommendation before it is forwarded to the Board for decision and an appointment is made.
- 20.6 The Human Resources Sub-Committee will develop a shortlist of suitable candidates; assess and interview candidates; and conduct referee checks before submitting its recommendation to the Board.
- 20.7 If no candidate is suitable for appointment, then the sub-committee should advise the Board accordingly and the position should be re-advertised.
- 20.8 The Head of Secretariat shall be appointed for a period of up to three years and has a right of renewal for up to 3 years subject to a successful track record of performance, and budget availability.

REGULATION 21-Appointment Procedure

- 21.1 No appointment is valid without a written offer of employment signed by the Head of Secretariat or his or her authorised representative, and a written acceptance signed by the appointee.
- 21.2 Every offer of employment shall be in a standard format and shall contain a statement of duties, all the terms and conditions of employment and a copy of these Employee Regulations. The Employee will be required to sign the conditions of services acknowledgement form (Schedule 8) indicating that they have read and accepted the conditions of service outlined herein.

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- 21.3 An appointment is a fixed term contract. The length of an Employee's term is recommended by the Head of Secretariat according to the requirements of the work programme and available funding and approved by the Board.
- 21.4 The term of appointment of Employees shall not exceed a maximum of three (3) years but a right of renewal may be offered.
- 21.5 When an aggregate period of six (6) years has been served by an Employee it shall be mandatory for that position to be re-advertised. The incumbent (other than Head of Secretariat) is eligible to apply and should the Head of Secretariat decide to reappoint the incumbent on merit they may do so provided a report is made to the Board and is therefore endorsed by the Board.
- 21.6 The length, terms and conditions of appointment may be varied by mutual agreement in writing of the Head of Secretariat and the Employee provided the variation does not negate any provisions of these or any other PIDC Regulations or any other PIDC policy or decision of a Regular Annual Meeting. Duties of Employees may be revised at any time by the Head of Secretariat to reflect changes in work priorities.

REGULATION 22 – Checks for Appointment

- 22.1 The employment is dependent on various checks. Checks for criminal history and credit checks where possible should be undertaken in any country that the appointee is a citizen of, and any country that the appointee has lived in within the last 5 years. Refer to Regulation 20.1. This could include industry checks if relevant.

Medical check

- 22.2 All appointees must obtain a medical check confirming that they can do the job they have been appointed to. The medical check including chest X-ray must be undertaken by a designated medical practitioner. The medical report should confirm that the appointee does not have a medical condition which will affect his/her capability to perform the duties of the position under normal circumstances. These medical checks/examinations do not include HIV/AIDS screening or screening for sexually transmitted infections or pregnancy. The Employer will arrange and pay for the mandatory medical check. Where possible, this will be done in conjunction with medical clearances required for visas in the Independent State of Samoa.
- 22.3 The first examination would ideally take place prior to appointment to determine the fitness and to understand any pre-existing conditions (referred to in Regulation 20.1), and then at any renewal of contract.
- 22.4 When an Employee has been on extended sick leave in excess of 12 weeks, either with or without pay, the Employer may request an independent medical assessment of the Employee, before the Employee returns to duty to confirm the Employee's fitness for duty. Following an absence on compensable grounds, an independent medical assessment may be sought in circumstances where, a graduated return to work has been recommended by the Employee's medical practitioner.

REGULATION 23 - Probationary period

- 23.1 All Employees appointed after 30 September 2016, are subject to a maximum of a 90 day 3 month "probationary period" commencing from their first working day at the PIDC. During this period, the Employee will have the opportunity to familiarise themselves with responsibilities of their position and surroundings.

- 23.2 During the probationary period, the Employer will review the Employee's work performance and attendance record to ensure that their performance is satisfactory and the Employee is performing to at least an 'Effective' level (*Schedule 9*). On completion of the probationary period, the Employer will decide whether to continue to employ the Employee for the full period of the fixed term contract. An Employee's contract will be confirmed where:
- a) The Employee has satisfied all checks requested by the Employer as outlined in the Appointment Procedures such as, but not limited to criminal history, medical checks, credit checks and credential checks (where appropriate),
 - b) The position is to be retained;
 - c) The position can still be funded;
 - d) The duties of the position remain substantially unchanged; and
 - e) The Employee is performing to at least an 'Effective' level (refer *Schedule 9*).
- 23.3 The Employer will advise the Employee in writing whether the employment will be confirmed on a fixed term basis, at least 1 month before the expiry of the probationary period.
- 23.4 Should the employment not be confirmed, the Employer will advise the Employee as such, at least 1 month before the expiry of the probationary period, and the Employment Agreement will be terminated at the expiry of the probationary period.

REGULATION 24 -Performance and Development

- 24.1 The PIDC Secretariat adheres to the Performance and Development Policy as endorsed by the PIDC Board (*Schedule 9*).
- 24.2 An annual performance assessment needs to be finalised before contract renewal will be considered.
- 24.3 The Employer shall develop individual development plans for Employees including measures and review the performance of an Employee by completing a mid-term review and an annual performance appraisal with each Employee.

Training

- 24.4 The Head of Secretariat shall, where deemed necessary in the interests of the PIDC, provide for the training of Employees in areas directly related to their duties and advancement.
- 24.5 Where appropriate and available, the Employer shall leverage any such training support from member countries.
- 24.6 Training options will be subject to budgetary and human resources constraints and must align with the work plan. A training programme and budget should be agreed to by the Human Resources sub-committee annually, as delegated by the Board.

REGULATION 25-End of employment contract

- 25.1 A contract ends when:
- a) an appointment of an Employee is ended for cause by the Employer with one (1) months' notice in writing; or
 - b) when being a fixed term appointment it reaches the end of its term; or
 - c) by the Employee giving one (1) months' notice in writing; or
 - d) when the parties mutually agree to an early termination of the employment contract, on agreed terms and conditions;

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- e) when the Employer provides 3 months' notice in writing from date of final decision to end the Employee's contract in circumstances of redundancy, retrenchment or restructuring;
 - f) when the Employee is incapable of the proper performance of their duties by reason of injury or illness, the Employer may end their contract by the provision of at least two (2) months' notice.
 - g) when the Employee commits serious misconduct or misconduct that warrants dismissal (Schedule 4);
 - h) abandonment by the Employee;
 - i) as a disciplinary measure by dismissal with or without notice under Regulation 50.
- 25.2 During the term of the employment contract, if, as a result of mental or physical illness, an Employee is rendered incapable, in the Head of Secretariat's opinion, of proper performance of duties under the contract, the Head of Secretariat reserves the right to require the Employee to undergo a medical examination. The Head of Secretariat will take into account recommendations made available to them before exercising their rights of suspension.
- 25.3 If, due to the continuing effects of illness or injury, medical opinion indicates that the Employee will remain unable to perform normal job requirements for a period in excess of twelve (12) weeks in anyone (1) year, the Head of Secretariat reserves the right to exercise suspension, awaiting medical opinion as to the Employee's capacity to return to normal duties.
- 25.4 PIDC will comply with the immigration regulations of the Independent State of Samoa around end of contract.

Notice of contract expiry or renewal

- 25.6 The Employer shall ensure the Employee receives notice approximately three (3) months prior to the expiration of their contracts of the decision either to renew the contract or that the contract is to expire in accordance with its terms. If no such notice is given prior to contract expiry there is no implied or explicit indemnity payable.

Letter of Service

- 25.7 An employee shall, on leaving the service of the PIDC, be given a letter relating to the nature of their duties, the length of service and other relevant information as agreed by both parties.

Reference provisions

- 25.8 If the employee nominates the PIDC as a referee, the employer will normally respond to reasonable reference checks requests.

Retention of Pay

- 25.9 Upon leaving the PIDC, any debts of an employee to the PIDC shall be deducted from any money due to the said employee from the PIDC.
- 25.10 Upon end of contract, all property belonging to the PIDC must be returned on and before the last day of employment.

Redeployment

25.11 Where a vacancy exists, the Head of Secretariat in consultation with an Employee, may redeploy or transfer the staff member concerned to the vacant position as long as the normal recruitment process is followed.

PART 5 -HOURS OF WORK

REGULATION26 -Normal hours

- 26.1 The Employer has the right to call upon the services of Employee to the extent considered reasonable.
- 26.2 Normal office hours are between 8am to 5pm Monday to Friday, making a total of 40 hours per week, inclusive of 1 unpaid hour per work day for lunch.

REGULATION27-Overtime

Time in lieu/overtime

- 27.1 As a general principle, support employees should not be asked to work overtime and where it is necessary it should be kept to a minimum.
- 27.1 Support employees may claim overtime (at 1.5 times the rate) for the hours they are required to work in excess of their normal hours in line with the Labour legislation of the Independent State of Samoa. Any such work must have the prior approval of the Head of Secretariat.
- 27.2 Professional employees are expected to undertake those hours necessary to complete their duties and are not eligible for overtime. Workload management shall be the responsibility of the Head of Secretariat who will advise the Board if adjustment to the work plan become necessary as a result of insufficient capacity. The Professional employee's salary fully compensates them for all hours worked, but on a case by case basis time in lieu may be given at the discretion of the Head of Secretariat or PIDC Chair (for Head of Secretariat) from time to time.
- 27.3 Travelling through the weekend or public holidays can be compensated through time in lieu; and a working day travelling constitutes no more than an 8 hour day.
- 27.4 The Head of Secretariat shall maintain a register recording all overtime worked and hours accrued. Time off in respect to any hours accrued must be taken at the first available opportunity.
- 27.5 No Employee may have accrued in their name more than twenty (20) hours of time off in lieu.

Meal allowance

- 27.6 Support employees required to work overtime for more than six (6) hours on a Saturday, Sunday or public holiday, or beyond 6.30 pm on a full working day, shall be paid lunch and/or dinner allowances as appropriate at rates approved by the Head of Secretariat.

Transport assistance

- 27.7 Employees directed to work more than three (3) hour's overtime on a normal working day shall be provided with transport to their home by taxi if no other form of public or private transport is available.

27.8 Employees directed to work overtime on weekends or public holidays shall, at the discretion of the Head of Secretariat, be provided with transport to and from work by taxi at the PIDC's expense.

REGULATION 28-Record of attendance

28.1 The Head of Secretariat will maintain a record of attendance of Employees, and ensure that Employee attendance is regular, and in line with required hours of work.

28.2 The Head of Secretariat is responsible for retaining attendance records confidentially for five years. These records will be subject to external audit as part of the general PIDC audit process.

REGULATION 29-Absence from duty

29.1 Employees not in attendance for duty during usual working hours are required to notify the Head of Secretariat if for any reason they are unable to attend or if for any reason, including illness, they will be absent from duty for any period of time.

Notification should be made at the earliest reasonable opportunity or where the Employee will be absent from the beginning of the work day, notification should be given by telephone no later than 0900 hours.

REGULATION 30 -Public holidays

30.1 The Employee shall be entitled to the following public holidays each year in line with the Independent State of Samoa's law. This is in addition to annual leave. These days include:

- New Year's Day
- Day After New Year's Day
- Good Friday
- Holy Saturday
- Easter Monday
- Mother's Day Public Holiday
- Independence Day
- Day after Independence Day
- Father's Day Public Holiday
- Day After White Sunday
- Christmas Day
- Boxing Day

30.2 The Head of Secretariat will have discretion to approve further public holidays if they are gazetted by the Independent State of Samoa.

30.3 The Employer shall be entitled to require the Employee to work on a public holiday.

- 30.4 The Employee shall be entitled to be paid for the time actually worked on a Public Holiday at the rate of time and a half of their relevant daily pay, or time and a half of the portion of average daily pay (if applicable) that relates to time actually worked on the day. The Employee shall also receive an alternative paid holiday of one day at a later date, the timing of which is to be determined by agreement between the Employer and the Employee.
- 30.5 If the Employee is on duty travel overseas at the time of a Public Holiday, they may, upon their return to the Independent State of Samoa, elect a day to take in lieu as agreed with the Employer. Where the day in question would otherwise be a working day for the Employee, the Employee shall be entitled to be paid for that holiday. The Employee shall be paid their normal salary for each of these public holidays and where the day in question falls on a non-work day, the Employee shall be entitled to take the next work day as a substitute paid holiday.
- 30.6 Employees will not be entitled to additionally gazetted Samoan public holidays if they are travelling overseas, irrespective of whether the travel is for PIDC or personal purposes, and therefore cannot be claimed on return to Samoa.

PART 6 -LEAVE

Regulation 31-Annual Leave

- 31.1 The annual leave entitlement for each 12 months of service is:
- Professional employee: 25 working days.
 - Support employee: 20 working days
- 31.2 For each Employee the leave year runs from the date of appointment to its anniversary and thereafter from anniversary to anniversary.
- 31.3 Employees are required to obtain prior authorisation from their direct supervisor before taking annual leave. The Supervisor will process leave applications promptly and may refuse to authorise a period of annual leave where it is necessary to do so due to operational requirements. Where leave is refused, the Supervisor will work with the employee to identify a suitable alternative leave period. The Head of Secretariat will have final say on any leave dispute.
- 31.4 The Employee's entitlement shall accrue on a pro-rata basis during each month of their employment from the first day of their employment. Annual leave will be accessible as it accrues.
- 31.5 Part-time employees will accrue annual leave on a prorata basis.
- 31.6 Accrual of annual leave credits is calculated monthly in hours and minutes using the following formula:
- (A divided by B) times by C or $(A/B) \times C$
- A = number of calendar days to count as service in monthly period (i.e. 28,29, 30 or 31)
 - B= number of calendar days in the year (365)
 - C = basic annual leave credit of 20 or 25 days (160 or 200 hours)
- 31.7 Employees should not accrue more than 30 days annual leave. Where an Employee exceeds this maximum without the prior approval of the Head of Secretariat, the Head of Secretariat may place that Employee on leave until the excess is exhausted. The time for taking annual leave may be agreed between the Employer and Employee but failing agreement the Employer may, after consultation with the

PIDC Employee Regulations

Employee, and having taken into account work requirements and the opportunities for rest and recreation available to the Employee, provide at least fourteen (14) days' notice to the Employee directing them to take annual leave commencing on a particular date.

- 31.8 If a PIDC public holiday (as determined in Regulation 30 of these Regulations) is observed on a normal working day while an Employee is on annual leave or duty travel that day shall be added to his or her entitlement.
- 31.9 Applications for leave should, where possible, be received by the Head of Secretariat (or PIDC Chair in the case of Head of Secretariat taking leave) 30 days before the leave applied for begins.
- 31.10 Employees are encouraged to take at least two weeks of their annual leave entitlement in an uninterrupted break, with the approval of the Head of Secretariat.
- 31.11 The PIDC will only pay salary in lieu of unexpended leave at the end of a contract or if an Employee ceases employment.
- 31.12 The Employer may close down all or part of its operations regularly once a year and require the Employee to take annual leave during the period of the close down. The Employer shall provide the Employee with at least twenty-eight (28) days advance notice of the closedown.

Reduction of Annual Leave Credits

31.13 Annual leave credits may be reduced where:

- Leave without pay (not to count as service) which exceeds thirty (30) calendar days in an accrual year has been taken;
- Less than a whole year of service has not been worked, e.g. a new starter; or
- Annual leave has been taken.

Re-crediting of Annual Leave

31.14 Employees may apply to have their annual leave re-credited in certain circumstances:

a) *Certified Illness*

Where an employee on annual leave becomes ill, the employee may apply for re-crediting of annual leave for the period of the illness, provided:

- A medical certificate is obtained;
- Sick leave is not less than 1 day; and
- Sick leave credit is available.

b) *Special*

Where an employee is on annual leave and is granted bereavement leave of at least one day, annual leave can be re-credited. The employee should provide a copy of the death notice or statutory declaration as evidence in order to meet eligibility requirements.

c) *Recall to Duty*

Employee recalled to duty from leave will have all of the leave which they have not used re-credited and will be entitled to reimbursement of all incidental and travel expenses reasonably and verifiably incurred for themselves and their dependents as a result of the recall.

Public Holiday

- 31.15 If a public holiday falls within a leave period, annual leave is not deducted for that day.
- 31.16 An Employee on approved leave without pay either immediately before or immediately after a public holiday receives payment for the public holiday.
- 31.17 If the Employee is on leave without pay both sides of the public holiday, no payment is made for the public holiday.

Prepayment

- 31.18 Employees proceeding on annual leave can receive prepayment of salary for any paydays that fall within the period of absence. If prepayment is requested, the net amount for each future pay is brought forward and paid on the last payday before the commencement of the leave. The net amount advanced is then recovered from future entitlements. This facility is available at the discretion of the Head of Secretariat.

Regulation 32 -Sick Leave

- 32.1 Each Employee is entitled to twelve (12) days, paid sick leave per year of service or one (1) day per month commencing from their first day of employment. Sick leave that is not taken will accumulate.
- 32.2 To qualify for sick leave, an Employee is required:
- to notify the Supervisor as early as practical on the first day of absence (preferably before 0900 hours); and
 - as soon as practicable, apply for sick leave in writing.
- 32.3 All applications for sick leave shall be supported by a certificate from a qualified medical practitioner justifying the absence on medical grounds unless;
- the application is for two (2) days or less; and
 - the applicant has not already taken six days of uncertified sick leave in the last twelve (12) months.
- 32.4 The Head of Secretariat may at any time withdraw the dispensation from the requirement to furnish a medical certificate, or require an Employee to undergo a medical examination from a designated medical practitioner, when certified sick leave appears to be excessive.
- 32.5 If an Employee 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 leave, not annual leave, in accordance with Employee Regulation 31.1.
- 32.6 Up to eight (8) days of sick leave each year may be utilized as appropriate as personal leave (bereavement leave is separate to this), other than those addressed in Employee Regulation 31, to care for sick children and immediate dependents including but not limited to the attendance at medical appointments.
- 32.7 The term "immediate dependants" may include the following provided they are members of the household:
- 32.8 The term "immediate family" includes:
- Spouse, including same sex partner;
 - Child or adult child (including an adopted child and step child) of the Employee; or
 - Employee's parents or grandparents or the parents or grandparents of the Employee's spouse.

- Employee's siblings or Employee's spouse's siblings
- 32.9 People considered to be members of the household include those people who regularly reside at the employee's home.
- 32.10 The PIDC will not make any payment in lieu of unexpended sick leave at the completion of employment or at any stage during employment.
- 32.11 In the event of illness when the Employee does not have sufficient sick leave to cover the period of illness, annual leave shall be debited to the extent possible and when that is expended, leave without pay may be granted by the Head of Secretariat.

Regulation 33 -Other Leave

Parental Leave

- 33.1 An Employee who is pregnant and who has worked for the PIDC for more than one (1) year of continuous service, including the probationary period, may be granted parental leave (an entitlement of 84 working days –the timing before/after the birth to be determined by the Employee), without deduction from annual/sick leave credits. The Employee will be required to provide a medical certificate from a medical practitioner advising her expected date of delivery (EDD).
- 33.2 An Employee who suffers a miscarriage after 28 weeks of pregnancy is entitled to maternity leave for up to six (6) weeks subject to a doctor's recommendation in writing.
- 33.3 Any time off in respect of a pre-natal check-up or post-confinement medical treatment is to be counted as sick leave under Regulation 32.
- 33.4 Employees with less than one (1) year of continuous service, including the probationary period, will be able to access Leave Without Pay for a period of up to 84 days (the timing before/after birth to be determined by the Employee). The Employee will be required to provide a medical certificate from a licenced medical practitioner advising her EDD.
- 33.5 Employees who are not pregnant are entitled to be paid parental leave to attend the birth of their child (including the children of same sex partners). Eligible Employees are entitled to up to five (5) continuous days of full paid parental leave per confinement. Supporting documentation in the form of a medical certificate evidencing the EDD or similar will be required.
- 33.6 Special leave of up to five (5) continuous days may also be granted where the Employee's partner has suffered a miscarriage after 28 weeks of pregnancy.

Leave Without Pay (LWOP)

- 33.7 Requests for leave without pay (LWOP) shall be submitted in advance. LWOP requires approval in writing from the Head of Secretariat.
- 33.8 LWOP may be granted for cases of extended illness or other exceptional or urgent reasons as decided by the Head of Secretariat but only after all annual leave credits have been exhausted.
- 33.9 A maximum of 30 calendar days of LWOP may be taken within any one calendar year without the loss of entitlements covered by annual and sick leave. Where more than 30 calendar days of LWOP is taken in any one calendar year, the entire period of LWOP in that calendar year will not count as service and no annual leave, sick leave or other benefits will accrue for the entire LWOP period.

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Example: If an employee with an annual leave entitlement of 20 days takes LWOP for the period 1 July to 3 September (65 calendar days), the adjusted annual leave credit for that employee would be calculated by using the formula – weekly hours x calendar days worked x 4 weeks (20 days) divided by 365

$$\frac{40 \times 300 \times 4}{365} = 131.5086 \text{ or } 131 \text{ hours } 30 \text{ minutes}$$

Long Service Leave

33.10 No long service leave entitlements shall accrue to Employees.

Court Appearance / Jury Service Leave

33.11 Employees required to appear in court as a witness or to serve jury duty in the Independent State of Samoa will be excused from their normal duties on full pay for the duration of their service. Court papers relating to the service are to be provided to the Head of Secretariat.

33.12 If the Employee receives any compensation from the court for their services, it is to be provided to the PIDC immediately on return to work or on receipt if that is later.

Bereavement Leave

33.13 An Employee who has completed more than three (3) months continuous service is entitled to three (3) days paid bereavement leave per occasion.

33.14 Bereavement leave will be approved on account of the death of an immediate family member or a member of the household of the Employee.

33.15 The term “immediate family” includes:

- Spouse, including same sex partner;
- Child or adult child (including an adopted child and step child) of the Employee; or
- Employee’s parents or grandparents or the parents or grandparents of the Employee’s spouse.
- Employee’s siblings or Employee’s spouse’s siblings

33.16 People considered to be members of the household include those people who regularly reside at the Employee’s home.

Special Leave

33.17 An Employee who has completed more than three (3) months continuous service is entitled to three (3) days paid special leave in a calendar year where destruction or severe damage to the Employee’s house or contents has occurred following a natural disaster or other unforeseen event.

PART 7 -REMUNERATION

Regulation 34 -Determination and Currency of Payment

Remuneration policy

34.1 The remuneration policy and conditions of service of Employees are determined by the PIDC Board.

PIDC Employee Regulations

- 34.2 The remuneration of all PIDC professional employees shall be denominated in International Monetary Fund Special Drawing Rights (SDRs) and paid in Western Samoan Tala (WST).
- 34.3 The remuneration of all PIDC support employees shall be expressed and paid in WST.

Adjustment and Review

- 34.4 As a stabilisation mechanism, the remuneration of professional employees is 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 (refer Schedule 1 and Financial Regulations as well as the Central Bank of Samoa SDR rates)
- 34.5 All Employee salary scales are reviewed three (3) yearly, consistent with CROP agencies.
- 34.6 Inflation, as reflected in Samoa, up to 2.5% annually will be automatically included in the annual budget for all employee. Any amount over 2.5% will require the approval of the PIDC Board.

Regulation 35 -Salaries

Salary on Appointment

- 35.1 As a general rule, a new Employee, shall on appointment, receive a salary at 80% of the relevant salary scale. The Head of Secretariat retains the flexibility to appoint professional and support employees to whatever percentage on the salary scales considered appropriate by the Head of Secretariat, having regard to the skills, knowledge and experience of the individual, budget and any other relevant factors. In relation to the Head of Secretariat, the PIDC Chair will take on this role.
- 35.2 Salary on appointment must be negotiated and agreed to prior to a contract being signed.

Increments

- 35.3 There is no entitlement to automatic increment advances.
- 35.4 Any increments are subject to the availability of PIDC funding as determined annually by the PIDC Board.
- 35.5 Increments of up to 5% per annum for an Employee at the completion of each year of service based on the Employee's annual performance assessment and where they have not reached the maximum of the salary scale for their position.

Regulation 36 -Payment of Salary

- 36.1 Salary will be paid monthly in the currency of Western Samoan Tala (WST), into the personal bank account of the Employee's choice. For more information, refer to the Financial Regulations.
- 36.2 In the event of overpayment for any reason, the PIDC reserves the right to make deductions from subsequent salary payments to recover the overpayment.
- 36.3 The PIDC will honour any underpayment.
- 36.4 Information about salaries is confidential. Each Employee is requested to keep salary information confidential.

Regulation 37 -Monthly Pay Formula

- 37.1 Salaries are scheduled and approved to be paid monthly by taking the annual \$WST salary and dividing by 12. This provides certainty for Employees in that it is not calculated on the number of calendar days or working days per month. This also provides administrative efficiency gains for those responsible for approving and scheduling salary payments.
- 37.2 Salaries for part of a month will be calculated on a proportional basis. For example, if an Employee starts work on the 16th of a 30-day month irrespective of where weekends fall their first monthly pay will be 50% of their monthly salary, that in turn is 1/12th of their annual salary.

Regulation 38 -Forfeiture of Salary for Unauthorised Absences

- 38.1 After outstanding leave has been taken, when an Employee has been absent from duty for a period which was not authorised, the Head of Secretariat or their authorised delegate may direct that the amount of salary for the time involved be deducted from the total salary payable to the Employee. The Employee will be notified by the Head of Secretariat in advance of the salary deduction for the absence and will be required to acknowledge the deduction. Employees who are continually late or habitually absent will be subject to the Performance and Development processes outlined in *Schedule 9*.

Regulation 39 -Superannuation

- 39.1 The PIDC shall, in addition to paying the Employee's base salary, pay an employer contribution to a superannuation scheme of the Employee's choice. The maximum amount payable is the minimum legal requirement for an Employer contribution in the Independent State of Samoa (currently 7% of base salary), provided the Employee matches or exceeds that contribution. The maximum amount payable by the employer will remain at 7% should the Employee contribute, whether or not the Employee contributes into a Samoan superannuation scheme or one in another country.
- 39.2 The PIDC will make required deductions from the Employee's monthly gross salary and transfer the payment to the Employee's superannuation fund account.

Regulation 40-Taxation and Levies

- 40.1 Employees and the Employer are required to comply with legislation in the Independent State of Samoa and what is outlined in the Headquarters Agreement. Refer, to Financial Regulations for more details.
- 40.2 The Employer will meet all legal requirements in the Independent State of Samoa to deduct an Employee's contribution for the Accident Compensation Levy, and provide an Employer levy to the Accident Compensation Corporation in line with the Headquarters Agreement.

PART 8 -ENTITLEMENTS, ALLOWANCES AND REIMBURSEMENTS

As a good employer, the Board has determined a range of entitlements, allowances and reimbursements for Employees. Further details on these are outlined in *Schedule 2*.

Regulation 41 -Relocation provisions

- 41.1 PIDC will meet the following expenses relating to relocation for professional employees recruited from outside the Independent State of Samoa. PIDC will meet reasonable costs for the Employee and their dependents on commencement and cessation of employment to travel between their Home Country and the Independent State of Samoa; for removal expenses; and for temporary accommodation.
- 41.2 In addition to reasonable costs, there is an establishment allowance and repatriation allowance to offset incidental expenses and compensate for the upheaval of removal for those Employees that have relocated to the Independent State of Samoa on commencement and cessation of employment.
- 41.3 Planning for relocation is encouraged to ensure costs are kept to a minimum. The Head of Secretariat has discretion, after taking family circumstances into account, to include dependents whom arrive within a reasonable period of commencement or completion of contract.
- 41.4 For professional employees who are not leaving the Independent State of Samoa at cessation of employment, no reimbursements for relocation will apply.

Home leave travel

- 41.5 To enable professional employees to maintain contact with their family members and their home environment, PIDC will pay costs for economy flights between the Independent State of Samoa and their Home Country for Employees and their dependents.
- 41.6 Employees are eligible for home leave travel at the mid-point of their contract, of any contract which is two years or longer.
- 41.7 Employees are also eligible for home leave travel at the completion of their current contract if their contract is renewed for a further 2 years or more.

Ineligibility

- 41.8 The entitlements prescribed in Regulation 41 do not apply and, at the Head of Secretariat's discretion, may be withheld or recovered in whole or in part if:
- a) all or part of the expenses are met from some other source; or
 - b) within 12 months of appointment, the Employee resigns appointment under Regulation 25
 - c) is dismissed pursuant to Regulation 47, 48 and 49.

Regulation 42 - Housing assistance for professional employees

- 42.1 PIDC will provide a contribution towards reimbursement of actual and reasonable costs to ensure professional employees have access to a minimum standard of housing in the Independent State of Samoa. This includes either rental or mortgage costs.
- 42.2 Professional employees will be responsible for their own furniture, maintenance, insurance and security costs.
- 42.3 The reimbursement arrangement is between the PIDC and the Employee and does not imply or impose any liability whatsoever on the PIDC for the contractual or financial arrangements entered into directly between the Employee and the landlord of the property in question.

Regulation 43 - Education assistance for professional employees

43.1 PIDC will provide a contribution towards actual and reasonable costs to enable professional employees to have their dependent children educated to a recognised and acceptable standard. This includes education providers within or outside of the Independent State of Samoa.

Regulation 44-Insurances

44.1. The PIDC will provide the following insurance cover:

- accident cover for any accidents that occur during the course of the Employee's work for any employees that are not eligible for Government of Samoa's provisions e.g. Accident Compensation.
- Medical cover for inpatient services and evacuation for Employees and their dependents whom are not eligible under the Government of Samoa's provisions.

44.2. The PIDC may provide life, disability insurance for Employees if a separate insurance cover for Workplace Accident Insurance cannot be sourced. In all other circumstances, the PIDC encourages employees to consider and address their own life and disability insurance needs.

Travel Insurance

44.3 All Employees are covered by the PIDC's travel insurance during official duty travel.

44.4 All Employees and their dependants are covered by the PIDC's travel insurance during travel related to recruitment and repatriation.

44.5 AnEmployee may take out additional travel insurance cover for themselves and their dependents at their own cost.

Regulation 45 -Higher and Extra Duties Allowances

45.1 Any Employee may at any time be required by the Head of Secretariat to undertake the duties of a senior or other position whether or not the circumstances justify increased pay.

45.2 AnEmployee who is required by the Head of Secretariat to carry out and does carry out the full duties of a higher graded position for a continuous period of not less than fifteen (15) working days will be paid a higher duties allowance amounting to the difference between their salary at the time and the lowest-point on the salary scale of the higher graded position (if such difference exists)

Regulation 46 -Duty Travel

46.1 Travel is an expected and necessary part of the job. PIDC will meet reasonable traveling expenses necessarily incurred by Employees required to travel away from the Independent State of Samoa on official business, and provide travel insurance for travel. Details of the travel policy can be found in the Financial Regulations.

PART 9 -DISCIPLINE

Regulation 47 - Misconduct

- 47.1 Misconduct can vary from serious (e.g. large scale fraud, theft, sexual harassment and leaking confidential information) to less serious (e.g. a single, uncharacteristic angry outburst; or use of the PIDC email system to send an inappropriate and potentially offensive non-work related email to friends).
- 47.2 Serious misconduct can make the Employee liable to dismissal without notice and may also result in police action if the behaviour is of a criminal nature.
- 47.3 Minor misconduct may incur written warnings from the Head of Secretariat, and for the Head of Secretariat, by the Chair. Three (3) such warnings may occasion dismissal. Warnings have a 12 month validity period. Minor misconduct may also be dealt with through Performance and Development and managed through a process of informal counselling.
- 47.4 Any decision to refer a matter to the police shall not affect the separate issue of how the matter is dealt within the context of the individual's employment with the PIDC. Any consideration as to whether the individual's employment should be suspended or whether the individual should be summarily dismissed will proceed on their own merits.

Suspension and Reassignment of Duties

- 47.5 The Employer, cognisant of appropriate independent legal advice and the provisions of Part 10 of these Regulations, may suspend (with or without remuneration) an Employee from their duties and from attending the workplace if there are reasonable grounds for suspecting a serious breach of the PIDC's Code of Conduct. Alternatively an Employee may be temporarily reassigned to other duties. Suspension or reassignment can occur at any stage of an investigation into an alleged breach, including before any determination is made that he or she has breached the PIDC's Code of Conduct (Schedule 4).

Offences

- 47.6 An Employee may commit an offence when:
- a) they wilfully disobey a lawful order of the Head of Secretariat or of any other officer to whom the Employee is formally responsible or non-compliance with duties owed in the role or with the PIDC's policy;
 - b) they wilfully disregard these or any other PIDC Policies, Rules or Regulations;
 - c) are negligent, inefficient or incompetent in the exercise of his or her duties;
 - d) they commit gross and wilful misconduct, dishonesty or insubordination;
 - e) they wilfully act without regard to the PIDC's interests;
 - f) they act contrary to the PIDC Code of Conduct or the values expressed in the PIDC Constitution;
 - g) they behave disgracefully or improperly either in an official capacity or otherwise;
 - h) they are convicted of a criminal offence which affects the Employee's ability to perform their role satisfactorily;
 - i) they steal or misappropriate the funds or property of the PIDC;
 - j) they become bankrupt; or

k) they undertake any activities that bring the PIDC into disrepute.

47.7 The list in Regulation 47.6 is not exhaustive and is only listed to illustrate the kinds of things that fall into the category of offences.

Regulation 48 -Penalties

48.1 After consultation with Board representation (either the Chair, or the Chair of the Human Resources Sub-Committee), the Head of Secretariat may discipline an Employee found guilty of an offence by:

- a) an official reprimand;
- b) demotion to a lower step in the grade of the offending employee's position;
- c) dismissal with notice under Regulation 25 (f) (g) or (h); or
- d) if the offence is theft or misappropriation of PIDC funds or property, by summary dismissal without notice.

Regulation 49 -Disciplinary Procedures

49.1 The Employee will behave at all times in a way that does not bring the employer or any other employee into disrepute, and will at all times follow the Employee Regulations.

49.2 No Employee suspected of committing an offence shall be penalised under Regulation 47 unless guilt is confirmed by:

- a) the employee's own admission; or
- b) the outcome of criminal proceedings; or
- c) the findings of an internal inquiry conducted as soon as practicable by the Head of Secretariat (or in his or her absence, by a person designated by the PIDC Chair) and/or an impartial and independent individual. If two employees are not available, which could be a Board member nominated by the PIDC Chair.

49.3 All disciplinary action will be reported to the Human Resources Sub-Committee and the Chair of the Board.

Regulation 50 -Suspension

50.1 An Employee may be suspended without pay if suspected of theft or misappropriation of the PIDC's property and on pay in all other cases.

50.2 Any subsequent inquiry must be completed as quickly as possible by an impartial and independent individual.

50.3 If the suspicion cannot be sustained the Employee will be fully reinstated with effect from the date of suspension.

PART 10-DISPUTES &GRIEVANCES

Regulation 51-General

51.1 PIDC's diverse operating environment requires that effective and productive channels of communication should always remain open in order to encourage good employee management practices. An effective workplace requires that all Employees work together cooperatively, each respecting the other's skills, expertise and experience and treating each other in a professional manner. Given the widely varying cultural contexts in which PIDC operate, complaints and differences arise, often simply as the result of misunderstandings through language differences or unintended disrespect of

different cultures. Most of these complaints or differences can be addressed quickly in a low key, informal manner. PIDC acknowledges that most Employee concerns can be dealt with satisfactorily and in a timely manner.

- 51.2 All Employees should note that the procedures set out in this section are not meant to replace the effective day-to-day communication that enables any Employee to discuss differences or concerns directly with their supervisor. It is incumbent on all Employees that complaints or grievances be raised and addressed at an early stage, and not left to develop in a way that is detrimental to the efficient operation of the PIDC. In all circumstances, the principles of natural justice should be a key consideration in resolving complaints or grievances. The PIDC encourages the exploration of information dispute resolution procedures, including mediation, which are appropriate to the local cultural and workplace environment.
- 51.3 All Employees must be aware of their obligations under their Constitution and Code of Conduct, Rules of Procedure, Financial Regulations, PIDC's workplace diversity statement, and their individual performance agreements as they relate to behaviour in the workplace. Some grievances arise because of inappropriate and/or unprofessional behaviour in the workplace. Instances of such behaviour should be brought quickly to the attention of the appropriate supervisor and addressed as a matter of priority.
- 51.4 The Head of Secretariat will seek such advice as necessary on both general and specific aspects of resolving complaints or grievances.
- 51.5 The first step is to raise a complaint or grievance with the Head of Secretariat (or where not appropriate i.e. the complaint is against the Head of Secretariat, raise it with the Chair of the Board). In discussion, the complainant and Head of Secretariat (or Chair, if applicable) should try to agree on the nature and cause of the problem raised, and on the action to be taken to resolve the problem.

Dispute Resolution

- 51.6 Conditions for dispute resolution are not restricted to, but will include, the following:
- a) In the event that either party to the employment contract has any reasonable grievance or dispute in relation to the interpretation or operation of the employment contract which cannot be resolved through discussions or negotiation, the parties shall follow the grievance procedures.
 - b) If the Head of Secretariat is dissatisfied with an Employee's performance at any stage throughout the duration of their contract, the Head of Secretariat shall discuss the matter with the Employee with a view to resolution. If the matter remains unsolved, it must be submitted to an independent arbiter to be appointed under Clause 22.3 of the Performance and Development Policy (Schedule 8) for the purpose of resolution.
 - c) During the dispute resolution process, work shall continue in the normal manner unless there is a bona fide safety issue involved.
 - d) This Regulation does not apply to a decision to terminate the contract under Regulation 25.1.

Regulation 52 -Process for Formal Complaints

- 52.1 Occasionally, after exhausting all informal procedures, a concern may not be resolved to the satisfaction of all parties. In such cases the matter shall be formally

investigated by the Head of Secretariat except that if the complaint or grievance involves the Head of Secretariat, the matter shall immediately be referred to the Chair of the PIDC.

- 52.2 All Employees should make themselves familiar with these procedures. These procedures have no formal legal status, and should not be viewed as part of any formal legal process. They represent a genuine attempt by PIDC to bring aggrieved parties together in a spirit of cooperation. The procedures do not preclude an aggrieved Employee from approaching outside bodies, but provide Employees with the option of a formal process for having a complaint or grievance addressed within a familiar environment.
- 52.3 Communications in mediation are confidential and should not be disclosed to any party outside of the process described in this section without the agreement of both parties. All records are to be marked Employee-in-confidence.
- 52.4 If a mediation matter is complex or there are concerns about the independence or appropriateness of a proposed chair, it will be at the discretion of the Head of Secretariat or PIDC Chair to engage the services of a professional mediator or external party, or to seek local legal advice.

Regulation 53 -Where a Complaint or Grievance Does Not Involve the Head of Secretariat

- 53.1 Employees who have a complaint or grievance should raise the issue in writing to the Head of Secretariat, which should include as much detail as possible (the situation, what happened, what the Employee saw, who was involved, who else was present, and what was said – documents can be attached). This should normally be done as soon as possible after the occurrence which gave rise to the complaint or grievance. If the complaint or grievance concerns an administrative procedure or action, the Employee should submit the written complaint or grievance to the PIDC Chair who will follow the procedure outlined in Regulation 54.
- 53.2 As soon as practicable, the Head of Secretariat (or alternate) will arrange and chair a mediation meeting involving the parties concerned. Such mediation will only occur if appropriate in the circumstances and with the consent of the parties. Other parties (including a support person to the complainant) may be present at this mediation meeting upon prior agreement of the parties concerned.
- 53.3 If agreement is reached, a note of that agreement will be made and signed before the meeting ends. That note should set out how both parties see the situation or problem, and what action is to be taken, by whom, and when. Both parties will be given a copy.
- 53.4 If both parties cannot agree, the Head of Secretariat will subsequently make a decision on the complaint and grievance. This decision will be made, and communicated to the Employee, as quickly as possible. However, the Head of Secretariat will need time to consider what was said at the meeting and to make any further investigations.
- 53.5 The Head of Secretariat will be required to report on actions taken to the Human Resources Sub-Committee.

Regulation 54 -Where a Compliant or Grievance Involves the Head of Secretariat

- 54.1 Where a compliant or grievance involves the Head of Secretariat, the steps in Regulation 53 will be followed, with the PIDC Chair instead of the Head of Secretariat receiving the complaint, chairing the meetings, making decisions, and reporting to the Human Resources Sub-Committee.
- 54.2 If the issue is not resolved through mediation, the Chair will formally investigate the matter and provide a written report detailing a final decision. If necessary, a Board meeting shall be convened (by telephone conference if necessary) at the earliest possible opportunity to consider any further action in relation to the Head of Secretariat that the Chair may consider appropriate.

Regulation 56 - Guidelines for Mediation Meetings

- 56.1 The purpose of mediation is to bring affected parties together with a view to resolving conflict. It allows an opportunity for the parties to constructively discuss their differences and where possible, come to a consensus about how the issue may be resolved.
- 56.2 The chair of the mediation process will arrange a time and place for the mediation meeting and prepare a structure for the meeting to follow – i.e. an agenda allowing the opportunity for each party to raise their issues and concerns and to respond to the other party's position. The chair of the mediation process should ensure that both parties are fully aware of, and understand, the complaints and grievance procedures and that they have received a copy of these guidelines in advance of the meeting. The Chair should guide the discussion between the two sides with the aim of moving towards a fair and equitable agreement.
- 56.3 It is important that the chair of the mediation process remain impartial in the process and understand that their role is one of facilitator only. The parties will have a greater opportunity to resolve their issues if they can be certain that the chair is remaining independent and non-judgemental. At the conclusion of the meeting, it will be the chair of the mediation process's job to write up a mediation report which will cover the outcome achieved, or will summarise the main discussion points in the event that no outcome was achieved. Copies of the mediation report are to be provided to both parties. Where the Head of Secretariat is the officer being complained about, the mediation report should be forwarded to the PIDC Chair.

Regulation 55–Grievance/Complaint Guidelines

- 55.1 This section outlines basic guidelines for the Head of Secretariat or the PIDC Chair and those concerned with establishing the facts surrounding a complaint or grievance. This process is intended to be a more structured approach after informal processes have failed to resolve the matter. The Whistleblower policy will be given consideration throughout these processes.

Information to be made available

- 55.2 All relevant documents that pertain to the substance of the complaint or grievance (formal written submissions, e-mail etc.) should be made available to the Head of Secretariat or the PIDC Chair immediately. The Head of Secretariat or the PIDC Chair may also request or accept written accounts of events surrounding the

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grievance from concerned parties. They may also speak with any relevant party to the grievance.

Timeframe

55.3 The Head of Secretariat or the PIDC Chair will establish the basis of the complaint or grievance and produce a report as soon as practicable, understanding the importance of a working environment without tension.

Mediation and Investigation Options Open to the PIDC Chair

57.1 If a complaint or grievance is referred to the Chair and the Chair is unable to deal with it in the required manner or timeframe, the Chair may request a Board member to attend to it on their behalf. In such circumstances, the Chair will ensure that the appointed Board member has no relationship to either party that may give rise to a claim of conflict of interest.

Reporting requirements

55.4 The Head of Secretariat or PIDC Chair must present a report to the Board and/or Human Resources Sub-Committee on the complaint or grievance. While they have discretion to determine the content and format of the report, the report should contain determinations and/or recommendations aimed at bringing the parties together to resolve the complaint or grievance. Where possible, it should include recommendations for improving management or other practices within the PIDC that may have contributed to the complaint or grievance.

Schedule One - Salary Scales for use by PIDC

Staff Category	Grade	Currency	Base Salary		
			80%	Mid-point	120%
Professional Employee (positions advertised internationally)	14	SDR	53,463	66,829	80,194
	13		45,704	57,130	68,556
	12		39,868	49,835	59,803
	11		34,537	43,171	51,805
	10		28,666	35,833	42,999
	9		25,408	31,760	31,112
	8		22,721	28,401	34,081
Support Employee (positions advertised locally)	7	WST	32,089	40,111	48,134
	6		26,458	33,182	39,818
	5		21,863	27,329	32,796
	4		17,676	22,095	26,514
	3		15,046	18,807	22,569
	2		13,783	17,228	20,673
	1		12,669	15,836	19,003

Schedule Two – Entitlements/Reimbursements/Grants¹

<i>Entitlements</i>	
Medical insurance	Cover for all Employees not eligible under the Independent State of Samoa’s cover. Cover includes:in-patient, and evacuation/repatriation cover. Cover will be organised by the PIDC and include a USD \$500 excess per person that the HOS has discretion to pay on behalf of Employees.
Workplace accident insurance	Any Employee that is not eligible to access the Independent State of Samoa’s Accident Compensation Scheme, will be provided with insurance cover at no more than 1 times the amount of their base salary.
Relocation provisions	Cost of economy flights to and from Home country to the Independent State of Samoa for professional employees and their dependents.
Removal expenses	Actual and reasonable expenses between Home country and Independent State of Samoa up to 10,000 WST per family on arrival and at completion of contract.
Temporary accommodation on appointment and completion of contract	Actual and reasonable expenses for temporary accommodation up to 10 days on arrival and at completion of contract up to 4,500 WST for professional employees relocating to or from the Independent State of Samoa and their Homecountry.
<i>Reimbursement on receipt of actual and reasonable expenditure.</i>	
Housing	75% of 4,000 WST per month for Head of Secretariat, paid monthly = 3,000 WST per month.
	75% of 3,000 WST per month for all other professional employees, paid monthly = 2,250 WST per month.
Education	75% of 6,000 WST per year, paid in quarterly instalments at the beginning of the school term, = 4,500 WST per annum.
Home leave travel	Economy flights for home leave travel to their Home country for professional employees and dependents to be taken during the mid-term of a contract which is 2 years or longer.
<i>Allowances</i>	
Establishment grant/repatriation grant	1,100 SDR on arrival and completion (converted to WST at the time) for professional employees recruited outside of the Independent State of Samoa.

¹ Note that some contracts may differ due to employment negotiations, in this case, the Employment Contract will be followed.

Schedule Three – Conflict of Interest Policy

Effective governance requires deliberate, thoughtful and unbiased decision-making by Board and Employees. At the same time, the ability to make wise decisions for the PIDC is strengthened by each individual's personal and professional interests.

Board, PIDC member country representatives and Employees fully support the PIDC and its mission. This requires the Board and Secretariat to recognise and respond appropriately to any real or perceived conflict of interest.

A conflict of interest may exist when a Board, country representative or Employee participates in the deliberation and resolution of an issue on behalf of the PIDC while the individual has or previously had other professional, business or other responsibilities outside the PIDC that could cause such individuals to address the issue with less than complete, undivided focus to the PIDC.

Circumstances that may result in an actual or perceived conflict of interest include, but are not limited to:

- Granting funds to a Government or other organisation on which a Board or Employee or their families are serving as staff, board members or volunteers.
- Investing PIDC funds.
- Hiring vendors or consultants, travel agents and training providers.
- Employing a relative of a Board member to the Secretariat or as a contractor or consultant.
- Disclosure of financial interests in organisations that PIDC does or might have an interest in.
- Outside activities e.g. other Director roles

It is the PIDC's policy to deal with such conflict of interest in an open and direct manner. They are inevitable and if well managed can add to the performance of the PIDC.

Board and Employees are required to disclose any actual or perceived conflict (to be recorded in minutes) and to remove themselves from participation in any related discussions or decision-making by the PIDC.

However, a Board or Employee may, if requested by the Board or a committee of the Board, provide factual information that may assist the Board or committee in its deliberations.

A Board member or Employee may seek guidance from colleagues as to whether a particular activity or relationship constitutes an actual or perceived conflict of interest.

A copy of this policy shall be provided to all prospective Board and Employees. By accepting appointment as a PIDC Board member or as an Employee working in the PIDC Secretariat, the individual concerned agrees to adhere to this policy.

The PIDC Chair and Head of Secretariat will take responsibility for ensuring discussion on this policy takes place from time to time and that the paper work regarding the current Conflicts of Interest status is complete and up to date.

Conflict of Interest Disclosure Statement

Board Member/ Secretariat Employee Acknowledgement of Conflict of Interest Policy and Disclosure Statement *

Name: _____

PIDC Position: _____

Please list all affiliations (personal, professional or a vocational) with commercial, charitable or community organisations for yourself or immediate family members. Please list paid or unpaid positions held currently or within the last three years.

Organisation Name	Position Held	Name	Family/ Business Relationship

Please enter Not Applicable (N/A) as appropriate

Signed: _____

Date: _____

*To be updated as circumstance change and at least once a year. The signed statements are to recorded with the PIDC Board Minutes or PIDC Secretariat staff recruitment and performance review documentation.

Schedule Four - Whistle-Blower/Code of Conduct Policy

I,(insert full name) working in the position of(insert title) confirm that I have read and understood the Whistle-Blower/Code of Conduct Policy, and I will fully comply.

.....
Signature

.....
Date

In keeping with the policy of maintaining the highest standards of conduct and ethics, the PIDC will investigate any suspected fraudulent or dishonest use of the PIDC resources or property or any allegations or evidence of misuse of position for personal gain.

The PIDC is committed to maintaining the highest standards of integrity and promotes a working environment that understands and respects cultural difference and that values fairness, natural justice and the rule of law.

Principles

- **Transparency** - All Board Members and Employees are advised what constitutes unacceptable behaviour and the processes that will be used to address it. This is covered at induction for all Employees and awareness training for the Head Of Secretariat on investigative responsibilities and in recognising “red flags” that may indicate incidents of dishonesty.
- **Broad application** - Board Members and Employees must report allegations or suspected incidents of dishonesty and cases will be investigated without regard to the suspected Employee’s length of service, position/title, or relationship to the PIDC.
- **Responsibility** – Board members and Employees are to report allegations or suspected incidents of dishonesty immediately to one or more of the nominated contacts.
- **Fairness** - Principles of fairness and natural justice, are supported by compliance with Privacy and related statutory obligations when dishonesty allegations are made, investigated and resolved.
- **Authority to investigate** – Those authorised to investigate allegations or incidents of dishonesty will have access as necessary to PIDC assets, information repositories and facilities, and may, within prevailing statutory provisions, undertake surveillance to establish the truth or otherwise of allegations made.
- **Timeliness** – Allegations or incidents of dishonesty are reported as soon as possible and priority attention will be given to the investigation of them.
- **Security** – the needs of the complainant and the Employee against whom the allegation has been made for protection, security and support will be addressed.
- **Risk Management** - Regular reviews will be undertaken of transactions, activities or locations that may be susceptible to fraud, corruption and dishonesty.

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- **Communication** - Lessons learned from the outcomes of dishonesty investigations will be communicated to Employees.
- **Continuous Improvement** - Lessons learned will be built into ongoing training, and improvements made to internal assurance controls, processes and systems should an investigation confirm any gaps or weaknesses.

Standards

Board members, member country representatives and Employees act with honesty and best endeavours in all their dealings with, and behalf of, the PIDC. They comply with all applicable laws and regulations.

Failure to follow these standards may result in disciplinary action that could include termination of employment, dismissal from the Board, and civil or criminal prosecution.

Reporting of Suspected Fraudulent and Dishonest Conduct

Board members, member country representatives and Employees are encouraged to report suspected fraudulent or dishonest conduct (i.e. to act as a “whistle-blower”), in accordance with the guidance set out below.

A person’s concerns about possible fraudulent or dishonest activity, or misuse of position should be reported. If for any reason a person finds it difficult to report their concerns to a direct report the person may report the concerns directly to the PIDC Chair, Vice Chair or Head of Secretariat. Alternatively, to facilitate reporting of suspected violations where the reporter wishes to remain anonymous, a written statement may be submitted to one of the individuals listed above.

Baseless Allegations

Allegations made with reckless disregard for their truth or falsity. People making such allegations may be subject to disciplinary action by the PIDC and/or legal claims by individuals accused of such conduct.

Fraudulent or Dishonest Conduct

A deliberate act or failure to act with the intention of obtaining an unauthorised benefit. Examples of such conduct include, but are not limited to:

- Criminal activity;
- Theft;
- Forgery or alteration of documents;
- Unauthorised alteration or manipulation of computer files;
- Fraudulent financial reporting;
- Pursuit of a benefit or advantage in violation of the PIDC’s Conflict of Interest Policy;
- Misappropriation or misuse of the PIDC’s Financial and Non-Financial resources;
- Authorising or receiving compensation for goods not received or services not performed;
- Authorising or receiving compensation for hours not worked;
- Possession of objectionable material, offensive or pornographic material using PIDC’s equipment or premises;
- Leading confidential information;
- Actions which seriously damage the Employer’s reputation;
- Deliberate destruction of any property belonging to the Employer;
- Serious or repeated failure to follow a reasonable instruction;
- Harassment (including sexual harassment) of a work colleague or customer

Whistle-Blower

A member country representative, Board Member, Employee, consultant or supplier who informs the PIDC Chair, the Vice Chair or Head of Secretariat about an activity relating to the PIDC, which that person believes to be fraudulent or dishonest.

Rights and Responsibilities

Reasonable care should be taken in dealing with suspected misconduct to avoid:

- Baseless allegations;
- Premature notice to persons suspected of misconduct and/or disclosure of suspected misconduct to others not involved with the investigation; and
- Violations of a person's rights under law.

Due to the important yet sensitive nature of the suspected violations, effective professional follow-up is critical. PIDC leaders, while appropriately concerned about "getting to the bottom" of such issues, should not perform any investigative or other follow-up steps on their own. Accordingly, a PIDC Board member, country representative or Employee who becomes aware of suspected misconduct:

- Should not contact the person suspected to further investigate the matter or demand restitution.
- Should not discuss the case with attorneys, the media or anyone until a PIDC position is reached on how to proceed in the given circumstances.
- Should not report the case to an authorised law enforcement officer without first discussion of the case with the PIDC Chair, Vice Chair or Head of Secretariat, as appropriate.

Investigation

All relevant matters, including suspected but unproved matters, will be reviewed and analysed, following the receipt of advice of an alleged inappropriate or illegal activity. Investigative action would normally follow and be informed by a terms of reference. It may warrant the involvement of a suitably qualified independent person. The investigation terms of reference could be drafted in conjunction with PIDC legal advisors and with input from law enforcement agencies, as considered necessary and appropriate.

Whistle-Blower Protection

The PIDC does not expect nor accept retaliation against Whistle-Blowers and it will use its best efforts to protect Whistle-Blowers against retaliation.

Whistle-Blowing complaints will be handled with sensitivity, discretion and confidentiality and in accordance with the law. This means that whistle-blower complaints will only be shared with those who have a right and need to know so that the PIDC can conduct an effective investigation, determine what actions to take based on the results of that investigation.

Should disciplinary or legal action be taken against a person or persons as a result of a Whistle-Blower complaint, such persons may also have the right to know the identity of the Whistle-Blower and this information will only be provided if they have that right.

PIDC Board, country representatives and Employees may not retaliate against a whistle-blower for informing management about an activity which that person believes to be fraudulent or dishonest with the intent or effect of adversely affecting the terms or conditions of the Whistle-Blower's employment, including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or fees. Whistle-Blowers who believe that they have been retaliated against may file a written complaint with the PIDC Chair.

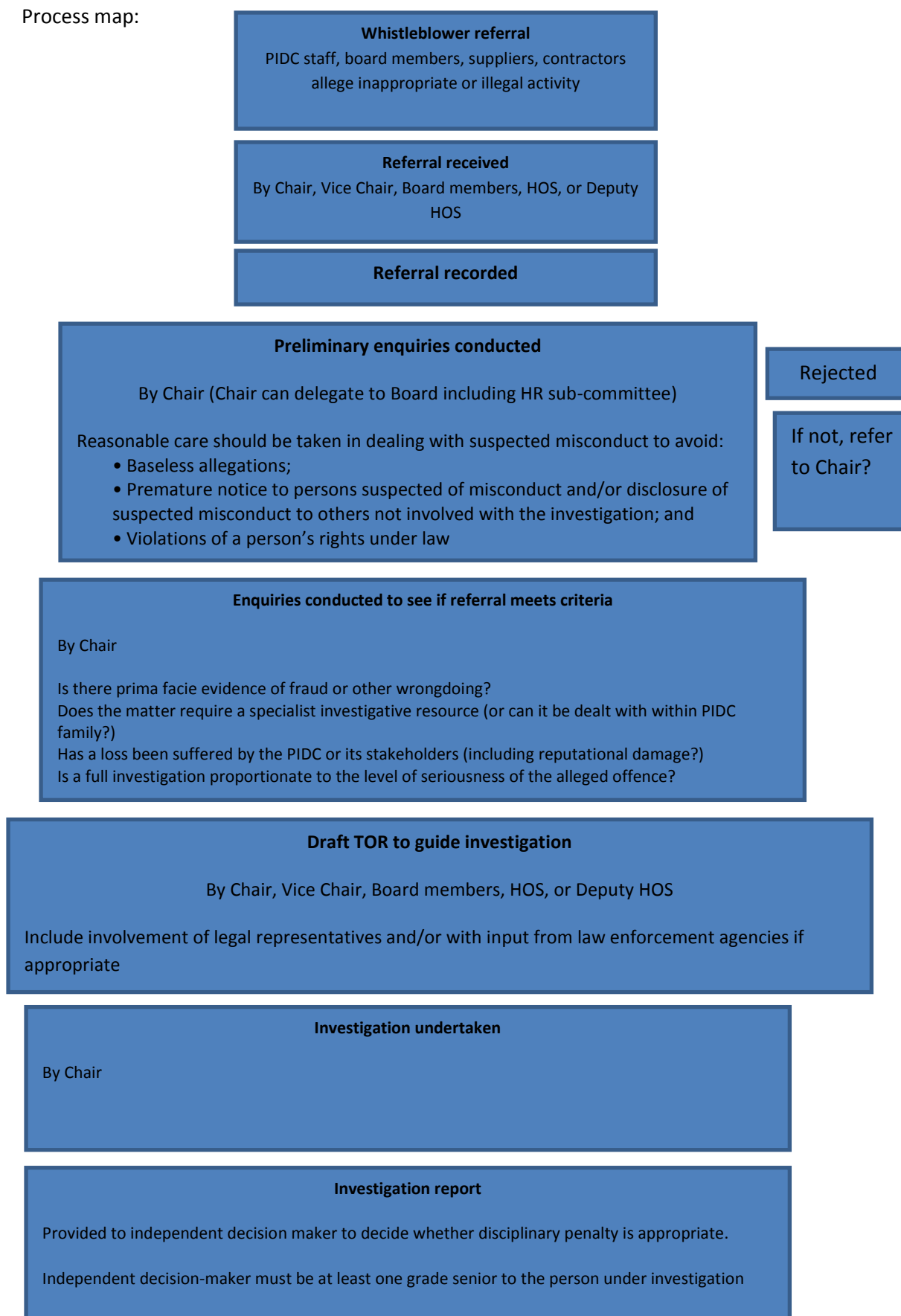
Any complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation

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is not intended to prohibit Secretariat management from undertaking their normal management responsibilities and duties including providing staff direction and support and carrying out performance management.

PIDC Employee Regulations

Process map:



Schedule Five - Gifts and Benefits Policy Acknowledgement



I,(insert full name) working in the position of(insert title) confirm that I have read and understood these Employee Regulations, particularly as they relate to the receipt and reporting of favours, gifts, fees and benefits, and I will fully comply with these Regulations.

.....
Signature

.....
Date

Schedule Six - Confidentiality Statement



PIDC Confidentiality Statement

I,(insert full name) working in the position of(insert title) confirm that I understand the PIDC's confidentiality requirements and that I will not disclose to any unauthorised person information such as:

- Security combinations
- Passwords
- Employee details such as names, salary information, financial and banking details, personal details, addresses, telephone numbers, etc.
- Any other confidential information such as immigration intelligence

I understand that if I have any doubts with regards to the release of information to another person for whatever reason that I will seek the advice and approval of the Head of Secretariat first.

.....
Signature

.....
Date

Schedule Seven - Conditions of Services Acknowledgement



I,(insert full name) working in the position of
.....(insert title) acknowledge that I have received a
copy of the PIDC Employee Regulations setting out the conditions of service for all
Employees. I confirm that I have read and fully understood these Conditions of Service and
related documents including the performance and development policy.

.....
Signature

.....
Date



Schedule Eight-Performance and Development

Performance and Development Policy

Intention

- 1.1. This policy informs Employees how the Performance and Development system works.
- 1.2. You will find information about performance agreements, the appraisals system, the management cycle, and some ideas on how the system can be adapted to your individual working conditions.
- 1.3. If the policy remains silent on an issue you are seeking a resolution for you should direct your issue to the Head of Secretariat.

Policy

- 2.1. The PIDC's Performance and Development Policy is based on the belief that a system where performance is honestly appraised, superior performance is appropriately rewarded and under-performance is quickly and responsibly addressed, will improve the PIDC's overall performance, as well as the professional pride and morale of its Employees.
- 2.2. The system covers appraisal, guidance, employee development, training and feedback and is part of the PIDC's desire to encourage a system that links remuneration to performance rather than to automatic entitlement.
- 2.3. The PIDC is committed to a Performance and Development Policy that is fair and conducted with integrity.

Objectives

- 3.1. The key objectives of the system are to:
 - Improve the individual's and the PIDC's performance against organisational goals;
 - Improve the individual Employee's understanding of their own work responsibilities and the performance expected of them;
 - Ensure all Employees know how their performance is perceived by their supervisors and the Head of Secretariat (and by the PIDC Chair for the Head of Secretariat)

- Improve communication between managers and Employees;
- Help identify Employee personal development needs;
- Provide early warning of performance problems;
- Provide a mechanism for advancement within salary increments; and
- Assist in improving people management and facilitation skills.

Organisational Responsibility

25.1. The Head of Secretariat (and Chair in relation to the Head of Secretariat) is responsible for:

- Setting, developing and explaining the rules and guidelines for the operation of the Performance and Development Policy, and
- Ensuring that all Employees have completed performance agreements, are involved in regular appraisals based on these agreements, and that end-of-contract appraisal and feedback sessions take place.

Participation in the Performance and Development Policy

- 5.1. All Employees will participate in the Performance and Development Policy from the beginning of their contract period.
- 5.2. Employees on short-term contracts of less than 12 months will receive an end of contract appraisal and if requested a mid-contract appraisal.

Employee on Long-Term Leave

- 6.1. All forms of paid and unpaid leave longer than six months in any one performance-cycle will mean that while you will still be required to undergo a normal performance appraisal for the restricted period, you will not be eligible for performance-related pay in that cycle. (Leave in these circumstances includes annual, maternity, sickness, study and LWOP.)

Part-time Employees

- 7.1. Part-time employees will participate in the system on a pro rata basis.

The Performance and Development Cycle

- 8.1. The Performance and Development cycle will run from 1 July to 30 June.

Timetable of the Performance and Development Cycle

- 9.1. To the extent possible, each Performance and Development cycle will run in accordance with the following timetable (dates are indicative and may be varied):
- 31 July – finalisation of performance agreement for the current cycle
 - 31 January – completion of the mid-term review
 - 10 July – completion of the annual appraisal
 - 20 July – Head of Secretariat to complete review of results and confirm ratings
 - 31 July – processing of any increments.

Job Performance Agreements

- 10.1. You must agree to a job performance agreement with the Head of Secretariat (using the standard form developed for the PIDC) which sets out what is expected of you in

your current job. You and the Head of Secretariat are mutually responsible for agreeing a performance agreement.

10.2. The performance agreement shall include the following elements:

- Performance objectives based on PIDC work plans and priorities;
- Performance indicators individually agreed between Employees and the Head of Secretariat;
- A weighting of each performance objective.

10.3. In addition to standard performance objectives, each job performance agreement will also include generic performance objectives which will be common to all Employees but take into account the following:

- The work expected of each Employee; and
- The PIDC's organisational objectives and human resource management principles.

Responsibility for Retention of Performance Agreements

11.1. You are personally responsible for retaining your performance agreement.

11.2. A copy of the original document, signed by the Head of Secretariat and the Employee, will be held on your personnel file.

When a Performance Agreement should be Finalised

12.1. You should finalise a performance agreement either before, or as soon as possible after, the beginning of a Performance and Development cycle. The deadline for submission of the new performance agreement will be 31 July.

12.2. If you change your position during a Performance and Development cycle, you should finalise an agreement to cover the remainder of the cycle as soon as possible after you accept the new job.

12.3. If the Head of Secretariat or an immediate supervisor changes during a cycle, you should review your agreement with your new Head of Secretariat or supervisor as soon as possible after they commence work.

With whom an Agreement should be Finalised

13.1. Your performance agreement should be finalised with the Head of Secretariat.

Where an Employee has been Promoted during a Cycle

14.1. Employees promoted during a Performance and Development cycle should be appraised at the new level.

Disagreement over Performance Agreement

15.1 In the event of disagreement between an Employee and the Head of Secretariat over all or part of a performance appraisal, the parties will in the first instance seek to discuss the differences with a view to agreeing a common position. The Head of Secretariat will then amend the performance appraisal to reflect that common position.

15.2 In the event that no common position can be agreed, the Head of Secretariat will escalate the matter to the PIDC Chair who will discuss the matter with the Employee with a view to resolving the matter.

15.3 Following that discussion, the PIDC Chair will, if necessary, appoint an independent professional arbiter to conduct an inquiry into the matter who could come from the HR sub-

committee. A full report shall be submitted by the arbiter and a copy is to be provided to the Employee.

15.4 The steps to be taken by the arbiter, the matters to be considered, and any subsequent steps to be taken by the PIDC Chair are set out in Paragraph 22 of this Manual.

Performance Appraisals

16.1. All Employees will have their performance appraised annually, using the relevant section of the standard performance agreement report. Employees will receive ratings of their performance agreement report. Employees will receive ratings of their performance, selected from the range of 'Superior', 'Highly Effective', 'Effective' or 'Unsatisfactory'.

Mid-Term Review

17.1. The Head of Secretariat must conduct a formal mid-term review of the performance agreement for the following purposes:

- a) To provide Employees with a clear indication of their performance against the agreed indicators and standards before the end of the term appraisals;
- b) To identify specific areas where performance has not met expectations (as appropriate);
- c) To discuss factors which have affected performance;
- d) To amend existing performance agreements (where necessary); and
- e) To discuss training and development needs.

17.2. The Head of Secretariat and supervisors should also conduct regular information reviews throughout the appraisal period and Employees should actively seek reviews of performance so that there are no surprises in the formal appraisal process.

17.3. Employees should use the opportunity of both the formal mid-term review and any information reviews to provide the Head of Secretariat or supervisors with feedback on their performance.

17.4. Mid-term reviews should be held during December/January.

End-of-Term Appraisals

18.1. All Employees will be appraised at the conclusion of each Performance and Development cycle by the Head of Secretariat.

18.2. This appraisal should include a formal interview in which the supervisor discusses the Employee's performance against the agreed performance objectives and indicators. Substantive comment in support of performance outcomes must be recorded on the appraisal form.

Client Feedback

19.1. In preparing for the mid-term review and end-of-term appraisals, the Head of Secretariat should canvas key clients with whom the Employee has engaged during the performance cycle to gauge their views on the Employee's performance.

19.2. Feedback is to be taken into consideration when assessing an Employee's performance. It is at the Head of Secretariat's discretion if client feedback is passed onto/shown to the Employee.

19.3. In normal circumstances, it is expected that negative comments relating to an Employee's performance will be brought to the Head of Secretariat's attention at the

time of the particular incident. In any event, the Head of Secretariat will be expected to exercise discretion over whether to discount negative feedback or seek clarification of the circumstances.

Performance Rating

20.1. Employees participating in the Performance and Development Policy will receive performance ratings at the end of each appraisal period. Rating definitions are as follows:

Superior (4)

20.2. Employee meets the requirements of the performance agreement; has substantially exceeded work requirements; and has achieved results that distinguish them from other Employees at a similar level. Performance is clearly recognisable as being consistently distinguished, which far exceeds all expectations of required job standards. The Employee demonstrates a very high degree of expertise and serves as a model of excellence or coach to others. This level of performance merits special recognition and opportunities for particularly challenging assignments. The quality of the work is exceptional.

Highly Effective (3)

20.3. Employee meets the requirements of the performance agreement and demonstrates a consistently good performance, but has not performed as strongly as an Employee at a similar level rated "Superior". The Employee's performance is substantially above the level expected in simply fulfilling job requirements and achieving goals and objectives. The Employee is pro-active and demonstrates proficiency in performing the difficult and complex aspects of the job competently and thoroughly, including extra or unique tasks assigned.

Effective (2)

20.4. Employee meets the requirements of the performance agreement. The Employee has clearly met work requirements and all indicators are met, and has made a tangible contribution to PIDC objectives. The Employee may have achieved excellent results against one or two objectives but not sufficient to justify a higher rating.

Unsatisfactory (1)

20.5. Employee fails to meet the requirements of the performance agreement. The Employee's performance falls substantially short of work requirements against the majority of work responsibilities. The Employee demonstrates work clearly below the level of acceptability and immediate and substantial improvement is necessary. Quality of output is poor. Under-performance provisions apply.

Moderation of Performance Ratings

21.1. The Head of Secretariat is responsible for ensuring that consistent and fair job performance ratings are allocated.

21.2. To help ensure consistency and fairness across all PIDC Employees, the Head of Secretariat will review all performance appraisals once they are completed before formally confirming final ratings. Moderation of aggregate ratings will take place in the following way:

- If an Employee's rating is changed, the Head of Secretariat must explain to the Employee the reasons for that change.

- The 'Final Rating' is the one that is recorded and against which any pay point movements are decided.

Disputed Appraisals and Appeals

- 22.1. The Employee should aim to resolve differences with the Head of Secretariat through regular, frank discussion.
- 22.2. So, if the Employee is unhappy with provisional or moderated ratings, they should first discuss this with the Head of Secretariat and try to have their concerns resolved.
- 22.3. If the Employee is still concerned that their situation is not fairly represented by the appraisal, they may ask the independent arbiter appointed for the cycle, to review the appraisal and rating. Referral to the arbiter must take place by 15 August each year. The arbiter's decision will be final.
- 22.4. Before considering an appeal, the arbiter will need to be convinced that the Employee has taken sufficient steps to resolve their concerns directly, specifically through discussion with the Head of Secretariat.
- 22.5. If the arbiter then decides to proceed with the appeal, they will reserve the right to consult other Employees as necessary:
- In considering the grounds for the appeal, the arbiter will differentiate between concerns about the particular rating awarded, and concerns about the process involved in reaching that rating; and
 - Only in exceptional cases would the arbiter consider an appeal which was solely related to a disagreement between an Employee and their supervisor about the appropriate rating.
- 22.6. If the concerns relate to an apparent failure to follow the correct performance appraisal process, the appeal will be examined to determine:
- a) Whether there had in fact been such a failure;
 - b) The extent of this failure;
 - c) Whether it inhibited a fair outcome; and
 - d) Where responsibility for the failure lay.
- 22.7. If the arbiter does decide that the grounds for the appeal were justified, they will advise the PIDC Chair to undertake a review of the performance rating.
- 22.8. The PIDC Chair will draw on any recommendations made in this review and will further discuss the matter with the Head of Secretariat when deciding whether or not to change the performance rating.
- 22.9. The Head of Secretariat will action the decision of the Chair and will provide a written copy of the final appraisal to the Employee.

Performance-Based Movements Within Salary Scales

- 23.1. An Employee's final job performance rating provides guidance towards the annual performance review and any salary increments based on performance. Any increments will be determined by the Board annual and subject to budgetary constraints.

Upward Appraisal

- 24.1. Upward appraisal is an integral element of the wider Performance and Development Policy and effective dialogue between an Employee and their manager is essential.

- 24.2. Upward appraisal is the process whereby an Employee can provide comments about the management performance of their supervisor to the supervisor's manager. Given that the PIDC management structure is relatively flat, Employees are encouraged to engage directly with their supervisor on this matter but if any issue needs to be escalated that they do so with either the Head of Secretariat or the PIDC Chair as appropriate.
- 24.3. Managers should view this process as essential to the assessment of their own performance, and as an element in building a good relationship between Employee and supervisors. The focus should remain solely on the supervisor's performance as a manager.

Training and Development

- 25.1. The PIDC is committed to providing all Employees with focused learning and development opportunities directly relevant to the PIDC's organisational goals.
- 25.2. Priority in training will be given to:
- a) Promoting the professional skills relevant to the PIDC's key objectives;
 - b) Effective on-the-job training;
 - c) Enhanced leadership and management skills, including managing change and diversity in the workplace; and
 - d) Developing Performance and Development skills, including performance agreement making, assessment and upward appraisal, and providing the skills required for promotion.
- 25.3. Identifying the training and development needs of individual Employees is an important aspect of the appraisal process, and agreed plans will be recorded in the Employee's performance appraisal report.
- 25.4. It shall be the responsibility of the Head of Secretariat to ensure that training and development plans are implemented.

Managing Under-Performance

- 26.1. The objective of managing under-performance is to restore, within a reasonable period, the performance of the Employee concerned, to an effective level in a fair and supportive manner.
- 26.2. Every effort should be made to resolve performance problems and issues informally, openly and amicably. Honesty and candour can save situations from developing to a point where the parties concerned have to resort to a formal process.
- 26.3. The Head of Secretariat should ensure that the Employee has a performance agreement in place in accordance with Paragraph 10 of this manual; understands the standards of work performance expected; and has received appropriate training and assistance to perform his/her duties.
- 26.4. Where under-performance occurs it must be addressed quickly and normal Performance and Development procedures must be conducted in accordance with the principles of natural justice and procedural fairness.
- 26.5. It is the Head of Secretariat's responsibility to provide regular feedback on performance and to develop strategies to address underperformance as soon as any performance issues are identified. Initially, this should be done through objective and clear feedback from the Head of Secretariat and the provision of informal counselling.

This step may be taken at any time in the Performance and Development cycle and is consistent with a “no surprises” approach to performance management. This step of the process is critical to allow an Employee to improve their performance without more formal processes being necessary.

- 26.6. Where under-performance might be related to matters outside the Head of Secretariat’s expertise, assistance should be sought from the appropriate source.

Formal Process

26.7. *Step 1 – Plan for Improving Performance (PIP)*

Should a formal process be required, the following guidelines are to be observed. The parties to the process, i.e. the Head of Secretariat and Employee, are to devise and document a clear and agreed action plan for improving performance to be implemented for a period of three months.

The written agreement should set out:

- a) The performance concerns;
- b) The type of work that will be assigned to the Employee during the review period; and
- c) The standard of work performance the Employee is to attain and sustain during the review period.

26.8. *Step 2 – Review during the Plan to Improve Performance*

During the period of the plan to improve performance, the Head of Secretariat is to meet with the Employee at least fortnightly to review and agree on progress and make adjustments wherever they are required. At all meetings, the outcomes of the meeting are to be recorded, agreed and signed by both parties. All such records are to be kept by the parties to the agreement.

26.9. *Step 3 – Completion of the Period of the Plan for Improving Performance*

At the end of the three month performance improvement period, the Head of Secretariat will finalise an assessment of whether the Employee has met the agreed performance requirements and is now performing to at least an “Effective” level. That report will include copies of the progress reports and any comments by the Employee concerned, and must first have been seen and discussed with the Employee.

26.10. *Step 4 – Action*

If the report concludes that the Employee has met the agreed level of improvement, no further action will be taken. This does not preclude the commencement of a further PIP at any time in the future, although a further PIP does not need to have a three month-implementation and review period. A further PIP with a three-month implementation and review period can only be commenced if the Performance and Development procedures outlined above are triggered once again.

If the report concludes that the Employee has not met the agreed level of performance, and if the report concludes that the services of the Employee should be terminated, the Head of Secretariat will, within 14 days of receiving the report, formally ask the Employee concerned to show cause as to why his or her employment should not be terminated.

The Head of Secretariat will also immediately advise the PIDC Chair of the situation and keep them apprised of all developments.

The Employee will be required to respond to this request within 14 days of the date of the request. Should the Employee not be able to show sufficient cause for review or denial of the recommendation, the Head of Secretariat may recommend termination of the Employee's employment and after consulting the Chair, action such a recommendation (subject to the Employee's appeal rights).

Appeals

26.11. The Employee concerned may appeal this recommendation or decision through the Complaints and Grievance process.

26.12. Where an Employee has already completed a formal PIP within the past 24 months, any subsequent review period will be for a period of two months.

Schedule Nine - PIDC Occupational Health and Safety Guidelines

The PIDC is committed to providing a safe and healthy work environment for Employees, contractors and visitors.

The purpose of PIDC OH&S policy is to assist with the prevention of workplace injuries and exposure to hazards in the workplace which may cause harm by reducing exposure to such hazards as far as in reasonably practicable. The achievement of that purpose reduces the personal, community and financial costs of such injuries and illnesses.

The intention of the PIDC OH&S program is to prevent as far as possible injuries and exposure to hazards in the workplace. In accordance with the *Health and Safety at Work* legislation of the Independent State of Samoa, the PIDC shall ensure the health and safety at work of all workers by providing and maintaining environments that are safe and without risks to health, including:

- safe premises;
- safe materials and machinery;
- safe systems of work;
- information, instruction, training and supervision; and
- a suitable working environment and facilities.

Employees are encouraged to discuss any OH&S concerns with the Head of Secretariat.

Should an Employee receive a job-related injury they should contact the Head of Secretariat or the Office Manager who can provide assistance, as well as promotional material, on occupational health and safety matters.

All Employees are subject to PIDC OH&S policies, including the mandatory reporting of incidents, accidents, and any potential hazards to the Head of Secretariat or Office Manager immediately.

The PIDC encourages all Employees to work and think smarter. Working smarter principles are based on the premise that all Employees of the PIDC are highly talented and motivated and their professionalism and dedication are the organisation's greatest assets. In a time of change and with rapid developments in technology we need to be even more creative and innovative in how we work.

The PIDC encourages Employee to work smarter, keeping the following in mind:

- a) Working long hours, except in genuine emergencies should be discouraged. Supervisors should minimise requirements for excessive hours and model working smarter;
- b) Utilise annual leave fully;
- c) Improve quality and productivity of meetings;
- d) High-level visits should receive the highest priority;
- e) Prepare comprehensive handover notes listing areas of responsibility, guidelines for all key processes and projects handled in the work unit, ongoing or unfinished tasks and notes on key contacts and file lists;
- f) Promote initiative as well as flexible and creative thinking within realistic bounds and the PIDC's policy parameters; and
- g) Keep skills up to date. The Head of Secretariat should identify and deal with skills gaps by arranging relevant training for Employees.

Working smarter is an ongoing process and every Employees is encouraged to embrace and implement the principles above, together.