



# **INTERNATIONAL COTTON ADVISORY COMMITTEE**

## **STAFF REGULATIONS**

### **ARTICLE I - PURPOSE**

#### **Section 1 - Introduction**

The purpose of these staff regulations is to enable the International Cotton Advisory Committee (ICAC) to advance its mission by recruiting staff with the highest standards of competency, integrity, and efficiency. Due regard is given to the importance of recruiting staff on a wide geographical basis as possible from Member Countries and to the equal participation of men and women in the work of the organization.

These regulations are partially derived from the 2017 revision of the International Civil Service Commission (ICSC) Framework for Human Resources Management. The human resources management framework can be described as: a) staff-centered, b) strategic and c) results-based.

While ICAC's small size does not allow full implementation of the entire ICSC Framework, it should be considered as a useful guidance document. The Framework is outlined at: <https://commonsistem.org/hrframework/strategic.htm?d=1#>

### **ARTICLE II - OBLIGATIONS OF STAFF MEMBERS**

#### **Section 1 – International Civil Service**

The Executive Director and all members of the staff of the Committee are international civil servants, and their responsibilities are not national but exclusively international.

#### **Section 2 – Oath of Allegiance**

All members of the Secretariat shall, upon accepting appointment subscribe to and sign the following declaration:

"I solemnly undertake to exercise in all loyalty, discretion, and conscience the functions entrusted to me by the Committee as a member of its staff, to discharge those functions and regulate my conduct with the interests of the Committee in view and will not seek or accept instructions in regard to my

discharge of those functions from any government or other sources external to the authority of the Committee".

### **Section 3 – Executive Director Authority**

All members of the staff are subject to the authority of the Executive Director and are responsible to the Executive Director in the discharge of their official duties.

### **Section 4 – Immunities and Privileges**

Any privileges which may be attached to the Committee and, as appropriate, to its employees, are conferred in the interest of the Committee according to established international practices. In the cases where any question regarding such immunities and privileges arises, the matter shall be reported to the Executive Director who shall decide what action, if any, shall be taken.

### **Section 5 - Ethics**

ICAC is committed to the highest standards of conduct, efficiency, competence, and integrity.

In line with these commitments no member of the Secretariat shall:

- (a) Accept any financial compensation, favor, or gift, from any source external to the Committee because of employment by the Committee, except by specific authorization of the Standing Committee. Honors and decorations of a non-financial nature are exempt from this requirement.
- (b) Solicit or accept any gift or other item of monetary value from any person or entity seeking official action from or doing business with the Committee, or whose interests may be substantially affected by the performance or non-performance of the employee's duties.
- (c) Knowingly make unauthorized commitments or promises of any kind purporting to bind the Committee to any procurement action until it is duly and properly executed.
- (d) Engage in financial transactions using non-public Committee information or allow the improper use of such information to further any private interest.
- (e) Reveal or communicate any unpublished or other non-public information known to them by reason of their employment by the Committee, except in the regular course of discharging staff functions or by specific authorization of the Executive Director.
- (f) Become a candidate for an office of a political nature.
- (g) Members of the Secretariat shall report outside employment to the Executive Director. The Executive Director shall exercise professional judgement and present any possible conflicts of interest to the Standing Committee for review.
- (h) Assume other employment which in the opinion of the Standing Committee is incompatible with the proper discharge of staff functions.
- (i) Fail to disclose waste, fraud, abuse, and corruption to the Executive Director and as needed, to the Standing Committee.

## **ARTICLE III - CONDITIONS OF EMPLOYMENT**

## **Section 1 – Recruitment and Appointment**

- (a) Selection to all positions in the Secretariat shall be made on a competitive basis. The recruitment and selection process shall be based on fair and open recruitment employment practices that are timely, transparent, and free from discrimination, inappropriate influence, and other non-merit factors. Due regard shall be paid, however, to the importance of recruiting staff on as wide a geographical basis as possible.
- (b) As a part of the competitive recruitment process, vacancies shall so far as practical be filled by the promotion of existing personnel, with due regard to position qualifications and the specific requirements of the Committee.
- (c) All members of the Secretariat shall be treated equitably and shall not be subject to discrimination because of their employment by the Committee or their citizenship, race, color, gender, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth, disability, or other protected status.
- (d) Part-time employees or these on special projects may be employed on a monthly, weekly, daily, or part-time basis, as determined by the Executive Director.

## **Section 2 – Executive Director Appointment**

- (a) The basic emoluments and contract of the Executive Director shall normally be determined by a Plenary Meeting of the ICAC on the recommendation of the Standing Committee.
- (b) The Standing Committee is authorized to appoint and make changes to the terms of employment of the Executive Director in the interim period between Plenary Meetings.
- (c) The Executive Director shall receive a letter of appointment signed by the Chair of the Standing Committee.

## **Section 3 – Other Secretariat Appointments**

- (a) The number of positions in the Secretariat and the designation of positions other than that of the Executive Director shall be determined by the Standing Committee.
- (b) Appointments to the Secretariat shall be made by the Executive Director.
- (c) The Executive Director may employ part-time personnel at the appropriate hourly rate or on a contractual basis provided that any expenditures so incurred fall within the ICAC budget.
- (d) The terms of employment for all positions in the Secretariat other than that of the Executive Director shall be the responsibility of the Executive Director.
- (e) Other members of the Secretariat shall receive a letter of appointment signed by the Executive Director. In every instance the letter shall state the title of the position; the initial salary rate or other basis of remuneration; the tenure of appointment; the period of probation, if any, the place recognized as the appointee's home; and any special conditions which may relate to the appointment. The letter should also state that the appointment is subject to the Staff Regulations of the Committee, a copy of which shall be attached. The letter of appointment will contain the following language:

- a. "This document constitutes the entire Agreement between the parties and supersedes all previous and contemporaneous understandings and agreements between them. The parties to this Agreement hereby acknowledge that there exist no agreements, promises or understandings except as set forth herein. This Agreement and the terms and conditions under which the employee is employed by ICAC can only be modified in a written document signed by all parties, or through the adoption by ICAC of supplements or amendments to Staff Regulations."
  - b. The person accepting appointment shall sign and submit to the Chairman of the Standing Committee or the Executive Director, as appropriate:
    - i. A letter of acceptance, stating that he agrees to the conditions set forth in the letter of appointment where staff must abide to all ICAC policies and obligations.
    - ii. A copy of the declaration prescribed above, no later than the first day of employment;
    - iii. The letter of appointment and the letter of acceptance shall constitute a contract for employment.
- (f) The Executive Director shall provide updates to the Standing Committee officers related to any changes to Secretariat staffing including any part-time or temporary hires.

#### **Section 4 - Medical Examination**

- (a) All persons appointed to regular employment on the Secretariat may be required to undergo a medical examination by a duly qualified medical practitioner designated by the Executive Director. The cost of this examination shall be borne by the Committee. The appointment becomes void if the medical certificate indicates that the appointee's condition would interfere with the proper discharge of their duties or affect the normal functioning of the Secretariat.
- (b) During employment, personnel may also be required to undergo a medical examination, the cost of which shall be borne by the Committee.

#### **Section 5 - Probation**

Appointment to the Secretariat shall require service for a probationary period, not to exceed six months, at the end of which, by written notice to the appointee, either:

- (a) The appointment will be terminated with appropriate notice, or
- (b) The appointment will be confirmed as no longer probationary.

#### **Section 6 - Job Description and Performance Review**

A job description will be prepared for all staff positions in the Secretariat, except for the

Executive Director, stipulating the duties and requirements of the position.

All such positions will be subject to a performance review, conducted at least annually by the Executive Director. A written appraisal of the performance of each employee will remain on file at the Secretariat and may be reviewed by the Standing Committee. All employees will have the opportunity to attach written comments to this appraisal.

The job description of the Executive Director is specified in Article VII of the Rules and Regulations of the Committee. The Standing Committee may conduct a performance review of the Executive Director.

### **Section 7 - Research Associates**

At the request of any member government, and if funds have been budgeted for this purpose, qualified statisticians or economists may be appointed temporarily to the Secretariat for training purposes in the capacity of research associates. Research associates shall be subject to the supervision and direction of the Executive Director and shall conform in every way to the Staff Regulations of the Secretariat as appropriate.

The Committee will pay the travel and subsistence expenses of appointed associates. The appointment of a research associate may be summarily terminated by the Committee for breach of any of the conditions of appointment.

### **Section 8 – Work Hours**

The normal working week for the staff shall be 40 hours exclusive of the luncheon interval. Subject to the prior approval of the Executive Director, members of the staff assigned to secretarial or clerical duties shall be entitled to compensation in the form of overtime pay for hours worked in accordance with the laws of the District of Columbia.

### **Section 9 - Retirement Age**

The normal retirement age is 65. An employee will be expected to retire prior to their 65th birthday, unless specific action is taken by the Standing Committee to extend their period of service. The length of any extension will be at the discretion of the Standing Committee.

### **Section 10 - Resignation and Termination of Employment**

Any member of the Secretariat may resign their position by giving notice in writing as follows:

- (a) Executive Director - 6 months.
- (b) All other members - 3 months.

The Standing Committee, in the case of the Executive Director, and the Executive Director, in the case of other members of the Staff, may, at their discretion, accept resignations on shorter notice.

The Standing Committee may terminate the appointment of the Executive Director, and the Executive Director the appointment of any member of the Staff:

- (a) If the Committee is dissolved,
- (b) If changes in the work program of the Committee require the abolition of the position or a reduction in staff,

- (c) If the conduct or services of the person concerned prove unsatisfactory,
- (d) For disciplinary reasons,
- (e) For medical incapacity, or
- (f) At the discretion of ICAC, if it is in the best interests of the organization.

If a member of the Secretariat is relieved of their duties, the notice, in writing, shall be provided these periods in advance:

- (a) Executive Director - 6 months.
- (b) All other members - 3 months.

However, the above requirements for notice shall not apply in the case of dismissal for disciplinary reasons or in the case of unsatisfactory conduct or services or when the appointment is terminated by mutual agreement.

In the event appointments are terminated as specified above, the Executive Director and members of the Secretariat shall be entitled to severance pay equivalent to one month's compensation for each completed year of service provided that such severance pay shall not exceed the equivalent of 12 months' salary.

### **Section 11 - Employee Liability Insurance**

The Committee undertakes to carry insurance that will provide all employees benefits as afforded by the U.S. Act of May 17, 1928 (45 Stat. 600), as amended, entitled, 'An Act to Provide Compensation for Disability or Death Resulting from Injury to Employees in Certain Employments in the District of Columbia, and for Other Purposes' –and will avail itself of the limitation of its liability provided by the Act. The benefits may include compensation for work time lost by reason of specified work-connected accidents and medical care necessary because of such accidents.

### **Section 12 – Tax Reimbursement**

The Committee will reimburse full-time members of the staff for the United States Federal and State or District of Columbia taxes they must pay on their incomes or severance pay from the Committee. Since ICAC is only compensated by the United States Federal Government after receiving Form 1040 and other related tax information from staff, employees will be required to submit all such needed U.S. Federal and State tax information to ICAC even after separation. Failure to do this will result in forfeiture of any and all related tax payments and a repayment to ICAC of tax reimbursements by the staff member.

### **Section 13 - Retirement Plan**

Every full-time employee of the Committee, as a condition of employment, shall become a participant under the Staff Retirement Plan beginning the first day of the month next succeeding the date of their employment. However, this entitlement is contingent upon providing any document necessary for administration of the Plan, including a Form 1099-R or other documents.

### **Section 14 - Secretariat Insurance Plan**

As a condition of employment with the Committee, each full-time employee is required to participate in the Committee insurance plan for life, disability income, and health, the premiums to be borne

in the ratio of two-thirds by the Committee and one-third by the employee.

### Section 15 - Leave

Annual leave on full pay subject to the exigencies of service determined by the Executive Director shall be granted to members of the staff as follows:

- (a) All staff members, except those appointed on a less than half-time basis, shall be entitled to Annual Leave at the cumulative rate of 2-1/2 working days for each calendar month of service. An employee who begins work after the first of the month but on or before the 15th shall be entitled to 1-1/4 days annual leave for that calendar month.
- (b) Staff members appointed on a less than **half-time basis** (lower than 20 hours a week average) shall be entitled to Annual Leave at the cumulative rate of one hour for eight hours of work to be calculated each month. Partial hours worked will not be included.
- (c) Unless otherwise determined by the Executive Director because of the exigencies of the service, members of the staff shall take at least half of their Annual Leave during the calendar year in which the leave is earned. The remainder of any leave due for the year may be carried forward provided always that the total amount of accumulated Annual Leave at the end of a calendar year shall not exceed 60 working days. Postponement of leave due to exigencies of service shall not exceed three months.
- (d) On separation from the service of the Committee, a member of the staff who, for reasons of exigencies of service has been unable to exhaust the Annual Leave to which he is entitled, shall be paid a sum of money equal to the rate of salary payment times the number of days, which shall in no instance exceed 60 days' pay. In the event of death, payment in lieu of accumulated leave under the terms of this section shall be made by the Committee.

Additional Compensatory Leave may be granted to a member of the staff who is working or traveling for the Committee on an official ICAC holiday for up to eight hours a day upon approval by the Executive Director. This added Compensatory Leave will only be granted during official holidays and will be capped if it increases the annual leave balance beyond 60 days.

- (e) Staff members, except those appointed on a daily or less than half-time basis, shall be entitled to accumulated Sick Leave on full pay at the rate of 1-1/2 working days for each completed month of service. An employee who begins work after the first of the month but on or before the 15th, shall be entitled to 3/4 of a day's Sick Leave for the balance of that calendar month. An employee who leaves the Committee after the 15th but before the end of the month shall be entitled to 3/4 of a day's Sick Leave for that calendar month.
- (f) A member of the staff who is absent on account of illness or accident for more than three consecutive working days may be required to file with the Executive Director a certificate from a duly qualified medical practitioner stating that the staff member is unable to perform their duties and indicating the nature and probable duration of the disability. Sick Leave continuing beyond the stipulated period shall be allowed only upon production of a further medical certificate. Upon approval by the Executive Director, Sick Leave may also be used for or to provide care for a family bereavement member with a significant health condition.
- (g) Parental Leave shall be granted for up to sixteen weeks of parental leave with full pay in the case of the birth or adoption of a child with an additional period of 10 weeks of prenatal and postnatal leave with full pay for the parent who gives birth, bringing the total duration of their parental leave to 26 weeks. Staff members may avail of the 16 weeks of parental leave mentioned in paragraph (a) (i) above any time within a year following the date of their child's

birth or adoption, provided that it is completed during that year. Parental leave in the case of the birth or adoption of a child under paragraph (a) (i) above may not be granted more than once in any 12-month period to be counted from the date of birth or adoption of the child. This paragraph (c) shall not apply to a parent who gives birth. Sick leave shall not normally be granted for maternity cases during the prenatal and postnatal leave mentioned in paragraph (a) (ii) above, except where serious complications arise. Annual leave shall accrue during periods of parental leave..

- (h) On the exhaustion by any member of the staff of the Sick Leave or Annual Leave to which he is entitled, the Executive Director may either grant additional leave without pay or upon subsequent absence without leave terminate the appointment.
- (i) Any claim to Sick Leave which a member of the staff may have on the date on which the termination of their appointment is effective shall be cancelled, except that in the case of illness which necessitates termination of the appointment on grounds of incapacity, the employee shall be allowed to exhaust any accumulated leave.



## **Section 15 - Duplication of Benefits**

It shall be the policy of the Committee that no benefits be paid to employees which duplicate the benefits provided by other international organizations.

## **ARTICLE IV - TRAVEL AND TRANSPORTATION**

### **Section I – Travel Types**

Subject to the conditions prescribed in these Staff Regulations the Committee will reimburse travel and removal costs incurred as follows:

- (a) On appointment - staff members and their primary dependents from the place recognized by the Committee as their place of residence and specified in the original contract to the Washington, D.C. metropolitan area.
- (b) On termination of employment (except on resignation before completing two years' service with the Committee) - staff members and their primary dependents from Washington, D.C. to the place recognized as their residence at the time of appointment. If under this section an employee elects to transfer to another place or country, the Committee will defray travel and removal costs incurred up to the amount equivalent to the cost of returning him to the original residence specified in their contract.
- (c) Staff members travelling on official business.
- (d) Non-employees travelling on official business of the Committee.

### **Section 2 – Official Travel**

- (a) The Executive Director may authorize travel in accordance with the annual budget of the Committee.
- (b) The Committee will generally cover costs related to transportation, lodging, meals, and other miscellaneous expenses that may include fees for luggage, foreign currency conversion, visas and related expenses, country exit/entry, and required vaccinations. Other expenses should be approved by the Executive Director in advance of purchase.
- (c) Generally, transportation on official business shall be by the most direct route, and in the most economical fashion consistent with the requirements of the Committee to advance organizational goals.
- (d) Non-employees traveling at the expense of the Committee will be expected to adhere to its travel policies.
- (e) Further details related to official Committee travel are outlined in ICAC's Travel Policy.

### **Section 3 - Advance of Funds**

The Executive Director is authorized to advance funds to cover expenses for approved travel, as needed.

### **Section 4 - Accident Insurance**

The Committee may provide travel accident insurance for staff members travelling on authorized official business. However, this benefit will be contingent on following any procedures needed to activate these policies. For example, if the benefit is delivered through a credit card, accessing this benefit will require its use.

### **Section 5 - Illness during Travel**

The Committee may reimburse staff members for reasonable hospital and medical expenses not covered by other arrangements which may be incurred by a staff member who is injured or becomes ill in the line of duty while in travel status on official duty. However, this benefit will be contingent on following any procedures needed to activate these policies such as use of the appropriate travel card.

### **Section 6 - Removal Costs**

Requests for the removal of personal goods of newly appointed or terminated members shall be made in writing to the Executive Director. A request by the Executive Direction shall be made in writing to the Chair of the Standing Committee.

The request shall include estimates of cost from three firms. Reimbursable costs shall include estimates of the actual cost of direct transportation, packing, crating, unpacking, uncrating, local transportation, any intertransit storage due to unavoidable transportation delays and insurance. The maximum weight allowance, inclusive of packing crates and lift vans, shall be 4,500 kgs. for a staff member without dependents, 6,000 kgs. for a staff member with dependents.

The method of transportation employed shall be reasonable in terms of cost and available means. The valuation of the insurance covering the property in transit shall not exceed the actual value of the property nor be in an amount greater than that necessary to replace normal household goods. By mutual arrangement between the Executive Director and the employee, the Committee may make a payment in lieu of removal costs. For the Executive Director, the arrangement may be made with the Chair of the Standing Committee.

### **Section 7 - Installation Allowance**

New staff members joining the organization from outside the Washington metropolitan area shall be paid an allowance to assist them while finding adequate housing. The allowance shall be paid only during the period while the member is living in temporary accommodation and only for a maximum period of 30 days, in an amount not to exceed one month's salary.

**ARTICLE V - AMENDMENTS**

Any amendments to these regulations shall be subject to approval of the Standing Committee.

Policy Date: July 10, 2024  
Policy Review: Every Four Years

**Eric B. Trachtenberg**  
**Executive Director**