

# **Staff Regulations of the Secretariat of the OSPAR Commission, including the Employee Handbook**

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**(OSPAR Agreement: 2000-14)**

# Introduction

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## WELCOME TO THE OSPAR TEAM

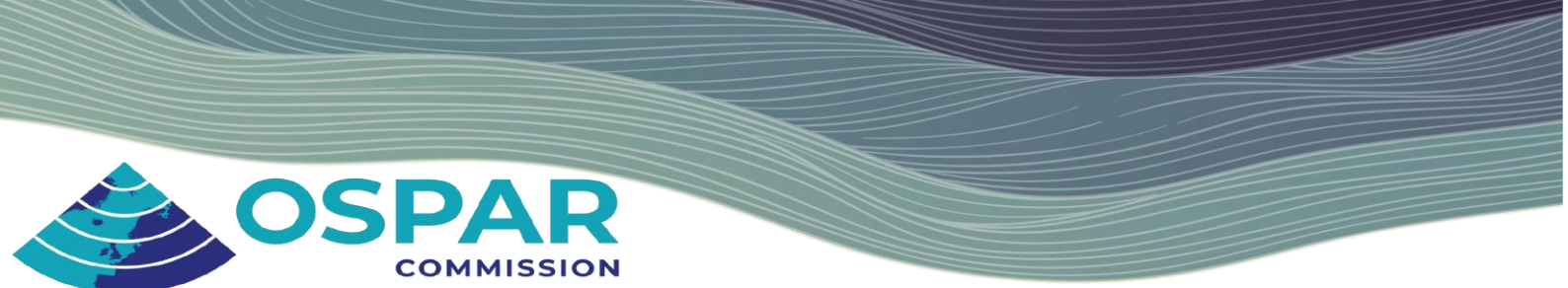
We would like to wish you every success during your employment with the OSPAR Commission whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

The Staff Regulations and the Employee Handbook are designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of the Staff Regulations and the Employee Handbook as, in addition to setting out our rules and regulations, they also contain information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information, refer to the Executive Secretary.

Note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with Contracting Parties, our suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Staff Regulations and to the Employee Handbook will be issued from time to time.



## OSPAR CONVENTION FOR THE PROTECTION OF THE MARINE ENVIRONMENT OF THE NORTH-EAST ATLANTIC

### (OSPAR Agreement: 2000-14)

(In 2000: Change to Article 12.1.a. In 2018 (OSPAR 2018 and HOD(2) 2018): Change to Article 20, Article 35 and Article 38). In 2020, changes to Articles 9, 14, 20, 21, 28, 32, 36, 41, 45, 47, deletion of Article 53. The Employee Handbook which forms an integral part of the Staff Regulations, was added in 2020. In 2022, changes were made to Articles 13, 18 and 32. New annexes 3 and 4 added in 2022 were modified in 2023. A new Annex 5 was also added in 2023.

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## OSPAR CONVENTION FOR THE PROTECTION OF THE MARINE ENVIRONMENT OF THE NORTH-EAST ATLANTIC

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### I. GENERAL

#### Scope

##### Article 1

1. These regulations apply to every person appointed as a staff member of the Secretariat of the Commission established by the Convention for the Protection of the Marine Environment of the North-East Atlantic (hereinafter called "the Commission").
2. Except where otherwise expressly provided, they also apply to staff members on probation.
3. Where in these Staff Regulations authority is given to "the Executive Secretary", the Chairman of the Commission (hereinafter called "the Chairman") takes the place of the Executive Secretary in cases where the Executive Secretary him/herself is involved.

### II. DUTIES OF STAFF MEMBERS

#### Loyalty Dignity Integrity

##### Article 2

1. A staff member shall have regard to the interests of the Commission in discharging his/her duties and regulating his/her conduct. In particular, he/she may not seek or accept instructions from any Government; or from any authority, organisation or person outside the Commission.
2. A staff member shall refrain from any act which might impair the dignity of his/her office or his/her capacity to discharge his/her duties.
3. The consent of the Executive Secretary must be obtained before any member of the staff accepts any honour, decoration, favour, gift, fee, reward or emolument from any Government or from any other external source.

##### Article 3

1. A staff member shall not disclose confidential information acquired by reason of his/her employment except in the course of duty or with the express approval of the Executive Secretary.
2. This obligation shall continue after the staff member's employment has terminated.

3. The expression "confidential information" means both information so designated by the Executive Secretary and any other information of which the disclosure might harm the Commission, a Contracting Party, or a third party.

## **Public Information Activities**

### **Article 4**

1. A staff member shall not, without the approval of the Executive Secretary, make statements to the Press, radio or other agency of public information, or accept engagements to lecture, to write articles or books, or to provide material for publication on matters in any way related to the aims and activities of the Commission.

## **Responsibility for Performance of Duty**

### **Article 5**

1. A staff member shall be responsible for the discharge of the duties entrusted to him/her. The responsibilities of his/her subordinates shall in no way diminish the responsibilities devolving on him/her.
2. Should an order received by a staff member appear to him/her irregular, or should its execution seem to him/her likely to have undesirable consequences of a serious nature, he/she shall convey his/her opinion to his/her immediate superior, in writing if necessary. If the latter confirms the order in writing the staff member shall carry it out, unless its execution would constitute an act contrary to law.

## **No Unauthorised Absence**

### **Article 6**

1. A staff member may not absent him/herself from his/her duties without authority. If he/she does so, an appropriate amount shall be deducted from his/her remuneration, and disciplinary action may be taken against him/her. The amount and the nature of any disciplinary action shall be determined by the Chairman.



## **Secondary Activities**

### **Article 7**

1. A staff member who wishes to engage in a secondary activity, of whatever nature, or to continue a secondary activity in which he/she was engaged prior to his/her appointment, shall seek the approval of the Executive Secretary.
2. This approval shall be granted only if the activity in question will not interfere with the discharge of the staff member's duties and is compatible with his/her official position.
3. Approval shall be deemed to have been granted unless expressly refused within three months after seeking the approval mentioned in paragraph 1.

## **Official Matters Impinging on Personal Interests**

### **Article 8**

1. A staff member to whom it falls, in the course of his/her duties, to deal with a matter which impinges on his/her personal interests in a manner which might affect his/her objectivity shall so inform his/her immediate superior.

## **Health Questionnaire**

### **Article 9**

1. You will be provided with a voluntary health questionnaire on commencement of your employment. Whilst you can choose whether or not to complete this document, choosing not to complete this document, may prevent reasonable adjustments from being made that may be required for you to complete your role.

## **Privileges and Immunities**

### **Article 10**

1. The privileges and immunities conferred on members of the staff are accorded in the interests of the Commission and not for their personal convenience. In any incident where these privileges and immunities are involved, the staff member concerned shall immediately report to the Executive Secretary, who will decide whether or not the immunities and privileges shall be waived.

## **Compliance with Commission's Rules**

### **Article 11**

1. In addition to complying with the duties laid down in these regulations and in any rules made pursuant to them, a staff member shall abide by such other rules as the Commission may make to ensure the proper conduct of its affairs.

## **III. APPOINTMENT**

### **Conditions for Appointment**

#### **Article 12**

1. To be eligible for appointment as a staff member of the Secretariat a candidate must:
  - a. be a national of a State which is a member of the Commission or of a State which is member of the European Union and must have the civic rights enabling him/her to be appointed to the civil service of that State;
  - b. meet the physical requirements of the post.
2. In exceptional circumstances the Chairman, after consulting the Contracting Parties, may waive the requirement as to nationality.
3. Appointment shall not be subject to any condition of race, creed, sex or civil status.
4. A staff member who changes or loses nationality, or who loses the civic rights enabling him/her to be appointed to the civil service of a country of which he/she is a national, shall so notify the Executive Secretary immediately.

### **Appointment Procedures**

#### **Article 13**

1. Members of staff in the A grade shall be appointed according to rules decided by the Commission.
2. Members of staff in the B grade shall be appointed by the Executive Secretary within the limits of the number of posts and grades decided by the Commission.
3. In making these appointments the Commission and the Executive Secretary will take into account the qualifications of serving members of the staff.
4. Any candidate who applies for a position within the organisation and is closely related by blood, married or in a relationship with a current employee will have their application reviewed prior to any progression of their application in order to assess any potential conflict of interest which may be presented.
5. The Executive Secretary shall inform staff members about future vacancies.



## **Contracts**

### **Article 14**

1. Initial contracts will be for three years, subject to the provisions of 14.6 below. There will be no commitment of any kind on the part of the Commission to offer a new contract after the expiration of the initial contract, and a decision on its part not to offer a new contract shall not constitute grounds for appeal. The Commission will inform the staff member in writing not later than the end of the ninth month of the final year of service whether or not it intends to offer him/her a further contract. If a staff member is promoted to a different post within the

Secretariat his/her first contract in that post will be regarded as an initial contract for the purposes of this Article and Article 15.

2. The first six months of the initial contract will be a probationary period during which the contract can be terminated in writing either by the Commission or by the member of the staff. During the first month of the probationary period the contract can be terminated without notice by either party. During the remainder of the probationary period a notice period of one week is required from both parties. At the end of the six months' probationary period, members of the staff will be notified in writing:

- a. either that their initial contract is confirmed; or
- b. that it is terminated; or
- c. in exceptional cases, that a further six months' probationary period is necessary.

3. Without prejudice to Article 30, once an initial contract has been confirmed after the probationary period, it may be terminated before expiry of the contractual period either by the member of the staff or by the Commission (for other than disciplinary reasons) provided that three months' notice is given in writing.

4. In respect of this Article, A grade staff members will be notified by the Chairman, B grade staff members by the Executive Secretary.

5. An A grade member of staff may exceptionally be offered an initial contract for a shorter or longer period than three years if the Commission so decides.

6. Refer to your Individual Statement of Main Terms for further information.

## **Contracts Offered on Expiry of Initial Contract**

### **Article 15**

1. If the Commission wishes to retain the services of staff member after the expiry of the initial three-year contract, a new contract will be offered.

2. For A grade staff members the new contract will be for three years. A further contract will not normally be offered, but the Commission may exceptionally do so, subject to the unanimous agreement of all Contracting Parties to the Convention. Such a contract will be for a fixed period of time and may not exceed three years.

3. If an A grade staff member who has signed one of the contracts referred to in 15.2 above wishes to resign, he/she may do so by giving three months' notice in writing. If the Commission wishes, for other than disciplinary reasons, to terminate one of the contracts referred to in 15.2 above they may do so by giving six months' notice in writing.

4. For B grade staff members the new contract will be of indefinite duration or, when special circumstances warrant, for a fixed period of time.

5. If a B grade staff member who has signed one of the contracts referred to in 15.4 above wishes to resign, he/she may do so by giving three months' notice in writing. If the Commission wishes, for other than disciplinary reasons, to terminate one of the contracts of indefinite duration referred to in 15.4 above, it may do so by giving three months' notice in writing. In the case of contracts for a fixed period of time referred to in 15.4 above, conditions for termination will be stipulated therein and will conform, as closely as possible, to those laid down in this paragraph for contracts of indefinite duration.

6. If the exigencies of the service so require, the periods of notice specified in paragraphs 15.3 and 15.5 above may be reduced, in which case the staff member concerned will be entitled to compensation calculated on the basis of salary and allowances which he/she would have received had the date of termination been at the end of the notice period.

#### **IV. LEAVE**

##### **Right to Leave - General Provisions**

###### **Article 16**

1. A staff member may be given leave in the circumstances laid down in this Chapter.
2. Unless otherwise provided he/she shall remain a staff member while on leave. He/she shall continue to enjoy the rights conferred in these regulations, and to be bound by the duties imposed on staff members.

##### **Annual Leave**

###### **Article 17**

1. Annual leave shall be granted on a basis of two and a half working days for each month of service;
2. Annual leave shall normally be taken in the year for which it is due, but if it is deferred in the interests of the Commission, it must be taken in the following year at the latest;

3. A staff member may, in exceptional circumstances, be granted advance annual leave up to a maximum of two weeks, provided his/her service is expected to continue for a period beyond that necessary to accrue the leave so advanced;
4. The taking of annual leave shall be subject to the exigencies of the work of the Secretariat, this to be decided by the Executive Secretary.
5. Over and above the right to accumulate annual leave under the conditions defined in Article 17.1, a member of the staff who has not taken all the annual leave due to him/her in respect of the year in which he/she leaves the service of the Commission shall be entitled to a corresponding payment of one-thirtieth of the monthly emoluments he/she is receiving at that date for each day of leave accumulated.
6. If a member of the staff takes annual leave in advance and, when he/she leaves the service of the Commission, the leave he/she has taken is in excess of the leave due to him/her, a corresponding charge will be made against the emoluments due to him/her on separation.
7. Refer to your Individual Statement of Main Terms.

## **Home Leave**

### **Article 18**

1. In addition to entitlement to annual leave, all members of the staff who are entitled to expatriation allowance shall be entitled to home leave every two years, with the exception of members of the staff who, at the time of their recruitment, were nationals of the country in which they are serving and of no other country. One period of home leave shall accrue in respect of each completed period of two years' service.
  - a. the period of home leave shall be eight working days and travel time by the most rapid means of public transport;
  - b. home leave may be taken six months in advance of the date on which it falls due. It must be taken not later than six months after the date on which the member of the staff became entitled to it; if not taken, the home leave for the two-yearly period in question will be forfeited. The date on which home leave is actually taken in any two-yearly period will not affect the date on which a member of the staff is entitled to home leave in subsequent two-yearly periods.
2. Travel expenses, but not subsistence allowance for travel time, to and from the official home of a staff member taking home leave, will be paid for the staff member, the spouse of a staff member entitled to a basic family allowance and for dependent children.
3. No additional emoluments will be paid in the event of home leave not being taken.
4. Home leave shall be granted only provided that:
  - a. the member of the staff concerned agrees in writing to the Executive Secretary to take such leave in the country of his/her official home;
  - b. the member of the staff concerned agrees in writing to the Executive Secretary to remain in the service of the Commission for six months after the date on which he/she shall become entitled to home leave (irrespective of the date on which he/she takes it). The Chairman may waive this provision if he/she considers that strict enforcement might lead to injustice or hardship.
5. The taking of home leave shall be subject to the exigencies of the Secretariat, this to be decided by the Executive Secretary.

## **Special Leave**

### **Article 19**

1. Special leave with full pay, not exceeding eight working days per year, or without pay, may be granted by the Executive Secretary. Leave with full pay may be granted in the following exceptional or urgent private cases, and up to the following maximum number of working days:
  - a. Family reasons:

(i)	marriage of a staff member	5 days
(ii)	marriage of a child	2 days
(iii)	birth of a child	5 days
(iv)	death of a spouse or a child	5 days
(v)	death of a parent	4 days
(vi)	death of brother, sister or grandparent	4 days
(vii)	serious illness of a child, spouse, parent or grandparent	3 days
b.	Personal reasons	
(i)	examinations	8 days
(ii)	household removal	3 days
(iii)	national elections or referenda in a staff member's home country	1 day

## **Maternity/Paternity Leave and Pay**

### **Article 20**

#### **Maternity Leave**

1. Eligible employees will be entitled to up to fifty-two weeks' maternity leave. To qualify for maternity leave, employees must notify the Executive Secretary in writing of:
  - the fact that they are pregnant,
  - the date of the expected week of childbirth, and
  - when they want to start their maternity leave, at least 15 weeks before the expected week of childbirth.
2. The earliest that leave can be taken is 11 weeks before the expected week of childbirth, unless the baby is born early. Maternity leave shall not end before the second week after the date of birth.
3. Maternity leave rules to be applied, including those for eligibility and notification, will be in accordance with the statutory maternity leave rights under UK law as amended from time to time.
4. Annual leave is accrued during maternity leave.

#### **Maternity Pay**

5. Statutory maternity pay (SMP) will be payable to employees on maternity leave if they have been employed continuously by the Commission for at least 26 weeks ending with the 15th week before the expected week of childbirth (and provided the employee's earnings are not less than the lower earnings limit set by the UK government each tax year). SMP is payable for up to 39 weeks at prescribed rates set by the government each year.



6. For employees meeting the continuity of employment requirements set out at paragraph 5 above, up to sixteen weeks of maternity leave will be paid at full pay by the Commission. This will include any SMP that may be due for that period. Any maternity leave taken in excess of 16 weeks will be paid at the SMP rate from time to time in force (for up to a maximum of 23 weeks in total).

7. OSPAR will pay the SMP rate to employees who are not British citizens or who are not permanently resident in the UK for up to 23 weeks, as outlined at paragraph 5 above.

8. Employees must give the Executive Secretary 28 days' notice of the date they want to start their SMP.

### **Paternity Leave**

9. Eligible employees will be entitled to up to two weeks' paternity leave. To qualify for paternity leave, employees must have been employed continuously by the Commission for at

least 26 weeks ending with the 15th week before the expected week of childbirth, and must notify the Executive Secretary in writing of:

- the date of the expected week of childbirth,
  - whether they want to take one or two weeks' leave, and
  - when they want to start their paternity leave,
- at least 15 weeks before the expected week of childbirth.

10. Paternity leave can start on the date of birth or placement for adoption, or later, provided it is taken within eight weeks (56 days) of the birth or placement (unless the baby is born early).

11. Paternity leave rules to be applied, including those for eligibility and notification, will be in accordance with the statutory paternity leave rights under UK law.

12. Annual leave is accrued during paternity leave.

### **Paternity Pay**

13. Statutory Paternity Pay (SPP) will be payable to employees on paternity leave if they have been continuously employed by the Commission for at least 26 weeks ending with the 15th week before the expected week of childbirth (and provided the employee's earnings are not less than the lower earnings limit set by the UK government each tax year). SPP is payable for up to two weeks at a prescribed rate set by the government each year.

14. For employees meeting the continuity of employment requirements set out at paragraph 03 above, the first week of paternity leave will be paid at full pay. This will include any SPP that may be due for that period. Should the employee choose to take two weeks' Statutory paternity leave, the second week will be paid at the SPP rate from time to time in force.

15. OSPAR will pay the SPP rate to employees who are not British citizens or who are not permanently resident in the UK as outlined at paragraph 0 above.



16. Employees must give the Executive Secretary 28 days' notice of the date they want to start their SPP.

### **Shared Parental Leave**

17. Shared Parental Leave rules to be applied, including those for eligibility and notification, will be in accordance with the statutory Shared Parental Leave rights under UK law.

18. Partners (i.e. baby's father/mother's husband/mother's civil partner/mother's partner) are still entitled to take 2 weeks Ordinary Paternity Leave subject to qualifying conditions.

19. OSPAR encourages communication with the staff member during Shared Parental Leave. The staff member may work for up to 20 days without statutory payments being affected. These

days are called SPLIT days i.e. Shared Parental Leave In Touch days. Whilst SPLIT days are beneficial to both OSPAR and the staff member, they are optional.

20. Pay will be at normal rate for work on a SPLIT day. Any work done on one day will count as one SPLIT day.

### **Shared Parental Pay**

21. Only 37 out of a maximum of 39 weeks of paid leave can be shared between the parents to allow for the mother to take 2 weeks Compulsory Maternity Leave.

22. Annual leave is accrued during Shared Parental Leave.

23. Staff members will continue to receive all contractual benefits (with the exception of salary) during Shared Parental Leave.

## **Sick Leave**

### **Article 21**

1. A staff member who is incapable, as a result of sickness or accident, of performing his/her duties shall be given sick leave.

2. Incapacity may be established either by a medical certificate furnished by the person concerned and accepted by the Executive Secretary or by medical examination ordered by the Executive Secretary, except that a staff member need not normally produce a medical certificate for sick absences of up to 7 calendar days.

3. Where a member of staff is given sick leave, whether within the limits for uncertified sick leave or not, he/she shall be entitled to receive:

- a. full pay and allowances for any periods of sick leave amounting to not more than six months in any period of twelve months; or
- b. two-thirds of basic salary plus full allowances during any periods of sick leave which, in any period of three years, exceed six months but do not exceed twelve months.

Any member of staff receiving pay or allowances under these arrangements shall reimburse to the Commission any amounts which they are entitled to receive under United Kingdom National Insurance legislation as a consequence of their sickness.

4. Refer to the Employee Handbook under 'Sickness/Injury Payments and Conditions'

## **Medical Examination because of Sick Absences**

### **Article 22**

1. The Executive Secretary may require a staff member to be medically examined when he/she considers that this is desirable because of repeated sick absences.
2. Such an examination shall be compulsory whenever a staff member's certificated and uncertificated sick absences exceed six months in a period of twelve months.
3. Refer to the Employee Handbook under 'Sickness/Injury Payments and Conditions' for further information.

## **Sick Pay where Absence due to Employment Injury**

### **Article 23**

1. The Commission shall maintain a collective insurance policy, in a form approved unanimously by the Contracting Parties after consultation with the members of the staff, designed to provide appropriate benefits for those incapable because of sickness or injury of carrying out their normal work after the expiry of the period of 12 months referred to in Article 21.3 or the expiry of their contract. If any member of staff wishes to participate in some other form of provision for this purpose, instead of being covered by that collective insurance policy, the Commission shall make a contribution to that provision not exceeding the amount that would have had to be paid as a premium in relation to that member of staff under the collective policy.
2. In the event of the dissolution of the Commission, the Commission shall take the necessary measures to ensure uninterrupted payment of benefits until the entitlement of the beneficiary ceases.

## **V. HOURS OF WORK**

### **Hours of Work, Official Holidays and Overtime**

#### **Article 24**

1. The normal weekly working hours for members of the staff shall be 41 hours, inclusive of meal times (lunch break one hour per day). Overtime will be paid only if more than 40 hours per week have actually been worked, exclusive of meal breaks. Payments for overtime worked shall

be calculated at an hourly rate based on the 36 hours per week normally actually worked. Payment will be made for all hours worked in excess of 36 hours.

2. If the exigencies of work make it necessary, the Executive Secretary may, as a temporary measure, require overtime which may involve night work and/or work on Saturdays and/or Sundays and public holidays. The Executive Secretary shall give staff members 48 hours' notice if overtime is to be worked on Saturdays, Sundays or public holidays.
3. The Executive Secretary may also employ part-time staff members. Any candidate to a post as part-time staff member should have the right to work in the United Kingdom before he/she can be appointed as staff member. Special conditions for part-time work shall be defined on a case by case basis in consultation with the Chairman.

## **Overtime**

### **Article 25**

1. Overtime worked in excess of the normal working week as defined in Article 24 shall entitle the staff member concerned to corresponding compensatory leave or overtime pay.

However, hours worked in excess shall only be considered as overtime when prior authorisation has been given by the Executive Secretary.

2. As little overtime as possible shall be worked.
3. Overtime shall entitle the member of the staff concerned:
  - a. to corresponding compensatory leave; or
  - b. to the extent that compensatory leave cannot be granted owing to the exigencies of the service,
    - (i) to the payment of overtime at the rate of 133% of the staff member's basic hourly salary;
    - (ii) to the payment of overtime at the rate of 150% of the staff member's basic hourly salary for work on Saturday, Sunday or an official holiday;
    - (iii) to the payment of overtime for hours worked between 10.00 p.m. and 7 a.m. (and beyond 7.00 a.m. if in continuation of a night shift) at the rate of 200% of the staff member's basic hourly salary.

### **Article 26**

1. For the purpose of calculating the number of hours worked in any one week, the week shall be considered as starting on a Sunday.

### **Article 27**

1. Grade A staff members are not entitled to the compensation provided for in articles 25 and 26.

## **VI. TERMINATION OF EMPLOYMENT**

### **Circumstances in which Employment Terminates**

### **Article 28**

1. Apart from death, and subject to Articles 14 and 15, a staff member's employment shall terminate on:
  - a. voluntary resignation, duly accepted;
  - b. automatic discharge;
  - c. discharge owing to redundancy;
  - d. discharge for incompetence;
  - e. discharge in the interests of the Commission;
  - f. permanent incapacity, duly established, to perform his/her duties;
  - g. dismissal for disciplinary reasons.
2. Employment shall also terminate when a probationer is not appointed permanently at the end of his/her period of probation.
3. Refer to the Employee Handbook for further information.

## **Voluntary Resignation**

### **Article 29**

1. Voluntary resignation shall be tendered explicitly in writing to the Executive Secretary. The staff member shall state the date on which he/she wishes to relinquish his/her post.
2. If the resignation is accepted, the Executive Secretary shall convey his/her decision not later than thirty days after he/she receives the letter of resignation.
3. This decision shall fix the date on which the resignation is to take effect as being that proposed by the staff member except where the interests of the Commission require a later date. In that event, the Executive Secretary shall fix a date not later than three months after he/she receives the letter of resignation, in accordance with Article 15.
4. The Executive Secretary may refuse to accept a resignation if disciplinary action is in progress, when the letter of resignation is received, or is commenced within thirty days thereafter.

## **Automatic Discharge**

### **Article 30**

1. A staff member is automatically discharged if he/she loses the rights referred to in Article 12.1.a.
2. A staff member may be pronounced automatically discharged if he/she ceases to fulfil the conditions referred to in Article 12.1.a.
3. In these cases the decision shall be taken by the Chairman within two months of the date on which the relevant facts come to his/her notice.
4. Refer to the Employee Handbook for further information.

## **Discharge for Incompetence**

### **Article 31**

1. A staff member found incompetent to perform his/her duties may be discharged.
2. Any proposal by the Executive Secretary to discharge a staff member for incompetence shall set out the reasons therefore and shall be communicated in writing to the staff member in question. He/she shall be entitled to offer in writing any observations he/she thinks fit.
3. The decision on such a proposal shall be taken by the Chairman and shall be communicated in writing to the staff member in question. This decision shall be supported by reasons.
4. Refer to the Employee Handbook for further information.

## **VII. REMUNERATION**

### **Principles Governing Remuneration**

#### **Article 32**

1. The salary scales of remuneration of the Co-ordinated Organisations for staff serving in the United Kingdom shall be used as a basis for staff members' remuneration. The annual increment for each grade shall be granted as from the first day of the month in which the staff member was engaged or promoted.
2. Subject to the provisions of paragraph 3, the basic salaries shall be adjusted at 1 January each year in line with the adjustments recommended by the Co-ordinated Committee on Remuneration (CCR) of the Co-ordinated Organisations. Such adjustments shall apply to basic salaries in force with effect from 31 December of the preceding year.
3. In case of social, economic and financial difficulties of Contracting Parties or of specific budgetary difficulties of OSPAR, the Commission maintains the right to:



- a. adopt a positive salary adjustment which is lower than recommended by the CCR or not to adjust at all, in years where the CCR does not recommend automatic full implementation of the salary adjustment; or
  - b. phase in or postpone a salary adjustment with a maximum delay of 12 months from the normal date (1 January) of the corresponding annual salary adjustment, in year where the CCR does recommend a full implementation.
4. Remuneration shall comprise basic salary and, where appropriate, expatriation allowance, basic family allowance, children's allowance, allowance for children with disability, installation allowance, language allowance, education allowance and rent allowance.
5. In respect of allowances:
  - a. at the time of appointment each member of the staff shall furnish all information necessary for the determination of his/her eligibility for allowances; members of the staff must at once bring subsequent changes affecting eligibility to the attention of the Executive Secretary;
  - b. the right to recurring allowances shall be determined according to the circumstances existing at the beginning of the period for which they are paid; notwithstanding this provision, the date on which a member of staff ceases to be eligible for the dependent children's allowance under Article 35.1 shall be one month after the end of the last term during which the child attended the educational establishment;
  - c. claims for allowance submitted more than three months after the event to which the claim relates will not be granted retroactively unless exceptional circumstances can be proved.
6. The conditions for eligibility and the present rates of allowances are laid down in Articles 33 to 40. Cases of doubt as to eligibility of a member of the staff for any allowance will be determined by the Executive Secretary.
7. Salaries and continuing allowances shall be paid monthly, in arrears, normally on the third last working day of the month.
8. Salaries and allowances shall be paid in Pounds Sterling. For the purpose of calculating salaries and allowances, one month shall count as one twelfth of a year and one day as one thirtieth of a month.
9. With the exception of the Expatriation allowance, other eligible allowances will not be paid to both staff members where they are living under the same roof as a couple and work for the same International Organisation or a different International Organisation. In such cases, the eligible allowances will be paid to only one of the staff members.



## **Expatriation Allowance**

### **Article 33**

1. An expatriation allowance shall be payable to members of the staff in categories A and B who are resident abroad at the time of their appointment by the Commission and are not nationals of the host State.
2. The rate of the allowance shall be calculated in accordance with the scale and conditions used in the Co-ordinated Organisations.

## **Basic Family Allowance**

### **Article 34**

1. The basic family allowance replaces the household allowance and will come into force on 1 January 2021. The new allowance will be applied to new staff members who take up duty on or after 1 January 2021. The household allowance will continue to apply to members of staff who joined prior to 1 January 2021. The following shall be entitled to the basic family allowance:
  - a. any married member of the staff;
  - b. any widowed, divorced, legally separated or unmarried member of the staff with dependent child or children within the meaning of the Staff Regulations (c.f. Article 35);
  - c. by special reasoned decision of the Executive Secretary based on supporting documents, to a staff member who, while not fulfilling the conditions laid down in § a or b, nevertheless actually assumes family responsibilities;
  - d. any member of the staff who does not satisfy the conditions under § a, b or c above, but who has one or more dependants within the meaning of the Staff Regulations.
2. The rate of the allowance shall be calculated in accordance with the scale and conditions used in the Co-ordinated Organisations.

## **Children's Allowance**

### **Article 35**

1. An allowance shall be paid at the rate set out in the scale and conditions of the Co-ordinated Organisations to members of the staff, whether married or not, for each dependent child, less any child benefit received by members of the staff from their national social security departments. A child deemed to be dependent is a child within the meaning of the Staff Regulations who is mainly and continuously maintained by an unmarried member of the staff or by the household of a married member of the staff.

2. Such an allowance may be granted by decision of the Executive Secretary for any child below the age of 18 years who is given a home and is mainly and continuously supported by a staff member. For the purposes of this regulation, a child who is given a home shall mean:
  - a. a child in regard to whom adoption proceedings have been started;
  - b. a child who has lost both parents and for whom a staff member has assumed responsibility.
3. Payment of the allowance may be continued until the age of 22<sup>1</sup> years if the child is receiving full-time school or university education or vocational training not involving receipt of a genuine salary or wage.
4. Payment of this allowance may be continued without any age limit if the child is permanently incapable of providing for its needs and such incapacity is medically certified by a doctor.
5. When claiming the allowance, the member of the staff concerned must submit a birth certificate or other valid evidence of a child's date of birth and certify in writing that the child is dependent on him/her for main and continuing support.

## **Children's Allowance for Children with Disabilities**

### **Article 36**

1. An allowance for a child with a disability shall be paid to any staff member with a dependent child who is disabled within the meaning of the present regulation whatever the age of the child. Payment of the allowance for disabled children shall confer entitlement to the basic family allowance.
2. A child shall be deemed to be disabled within the meaning of this regulation if it is established by medical evidence that he/she or she is suffering from a serious and permanent disability necessitating either special care or supervision not provided free of charge or special education or training.
3. The amount of the allowance shall be equal to the amount of the allowance for a dependent child and shall be additional thereto.
4. In the event that the staff member concerned is entitled to a similar allowance under a national or international scheme the amount of the allowance payable by the Commission shall

be the amount by which the rate payable under the present regulation exceeds the amount payable under the national or international scheme.

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<sup>1</sup> Prior to 2021, the allowance was applicable to children up to the age of 25.

## **Other Dependents' Allowance**

### **Article 37**

1. An allowance equal to the allowance for a dependent child may be granted by the Executive Secretary on the basis of supporting evidence where a staff member or his spouse mainly and continuously supports a parent or other relative, by blood or marriage, by virtue of a legal or juridical obligation or judicial obligation, if such notion exists under the national law of such staff member. If such a notion does not exist, the extent of the obligation shall be assessed by analogy, according to the circumstances, so as to achieve equality of treatment among all members of the staff.

## **Installation Allowance**

### **Article 38**

1. An installation allowance shall be payable to a member of the staff whose place of residence was more than 100 kilometres from his/her duty station at the time when he/she accepted employment with the Commission. The allowance will be calculated according to the method in use in the Co-ordinated Organisations.
2. Members of the staff shall be required to pay back the installation allowance on a pro rata basis for the time remaining to reach twelve months if they leave their appointments of their own accord before one year has expired.
3. The Executive Secretary may authorise an exception to the provisions governing reimbursement where strict application might cause special hardship.

## **Education Allowance**

### **Article 39**

1. An education allowance may be granted to eligible non-resident staff in accordance with the conditions in use in the Co-ordinated Organisations.

## **Rent Allowance**

### **Article 40**

1. Staff members, including those serving a probationary period, shall be entitled to a rent allowance provided that:
  - a. they enjoy international status;

- b. they do not own a dwelling appropriate to their grade and family circumstances in the place of their duty station;
  - c. they are tenants or sub-tenants of furnished or unfurnished premises suitable to their grade and family circumstances;
  - d. the rent paid, excluding all service charges considered to be the liability of the tenant in the country of residence, exceeds the proportion of their emoluments specified in paragraph 3 below. When the actual gross rent paid by the occupant of the accommodation includes charges such as heating, lighting, water, gas, electricity, service, maintenance, etc., an appropriate amount shall be deducted from the gross rent.
2. Members of the staff shall supply, on request, all the information necessary to determine the amount of the allowance to which they are entitled.
3. The amount of the allowance shall be a proportion of the difference between the actual rent paid, excluding all charges mentioned under paragraph 1.d) above, and a sum calculated as follows:
- a. 15% of the emoluments of grade B members of staff up to and including grade B.4;
  - b. 20% of the emoluments of grade B.5 and B.6 members of staff;
  - c. 22% of the emoluments of members of staff of grades A.1 and A.2.
4. The said proportion shall be 50% in the case of unmarried members of the staff and married members of the staff with no dependants, 55% for members of the staff with one dependant, and 60% for those with two or more dependants, provided that, in no case, shall the amount of the allowance exceed:
- a. 10% of the emoluments of the staff member concerned in the case of members of the staff in category B.1 to B.4 inclusive;
  - b. 5% of the emoluments of the staff member concerned in the case of members of the staff in grades B.5 and B.6, A.1 and A.2.
5. For the purpose of the present Article, emoluments shall be deemed to include basic salary (including any adjustments granted under the salary adjustment procedure) with the addition of any cost-of-living, expatriation, basic family and language allowances, and with the deduction of the staff member's contributions to pension costs and, where applicable, social security and supplementary insurance.
6. All members of staff in receipt of a rent allowance shall inform the Executive Secretary in writing immediately of any change in their circumstances which affects their eligibility for the allowance.

## **VIII. REGULATIONS ON INDEMNITY FOR LOSS OF JOB**

### **Article 41**

1. The Chairman shall have the authority to award an indemnity for the loss of employment to any staff member of the Secretariat:
  - a. who has completed the probationary period;
  - b. and whose services are terminated for any one of the following reasons:
    - (i) suppression of the post occupied by the staff member;
    - (ii) changes in the duties of the post occupied by the staff member of such a nature that he/she no longer possesses the required qualifications and there are no other suitable jobs available;
    - (iii) general staff cuts, including those due to a reduction in, or termination of, the activities of the Commission;
    - (iv) the withdrawal from the Commission of a member country of which the staff member is a national;
    - (v) the refusal by the staff member, where his/her contract does not cover the point, to be permanently transferred to a country other than that in which he/she was appointed;
  - c. and who:
    - (i) is not offered a post in the same grade in the Secretariat;
    - (ii) if employed in the public service, has failed to obtain immediate reintegration in his/her national administration.
2. The indemnity will be calculated according to the method in use in the Co-ordinated Organisations.

### **Article 42**

1. A gratuity may be granted, on the recommendation of the Executive Secretary and at the discretion of the Chairman, to a probationer who is not appointed permanently at the end of his/her period of probation, taking account of the costs necessarily incurred by the person concerned as a consequence of this termination of contract.
2. The gratuity may not exceed twice the remuneration received by the probationer for his/her last month of service.



## **IX. TRAVEL COSTS, SUBSISTENCE ALLOWANCE AND REMOVAL EXPENSES**

### **Expenses of Candidates**

#### **Article 43**

1. Candidates for a vacant post in the Secretariat, officially invited to an interview after examination of their qualifications, shall be entitled to reimbursement of the expenses actually incurred for the return journey from and to their place of residence under the conditions laid down in Article 45.
2. If travel time and the time required for the interview are in excess of 24 hours, candidates shall also be entitled to subsistence allowance under the conditions laid down in Article 46.
3. Candidates shall be reimbursed under §§ 1 and 2 above at the rate applicable to the post for which they are being considered.

### **Removal Expenses**

#### **Article 44**

1. Members of the staff whose place of residence is more than 100 kilometres from their duty station shall be entitled to the reimbursement of expenses actually incurred for the removal of personal effects on the following occasions:
  - a. after having taken duty with the Commission;
  - b. when leaving the service of the Commission provided, however, that reimbursement may be refused if the member of the staff resigns before completing twelve months' service with the Commission.

### **Travel on Duty**

#### **Article 45**

1. Expenses in connection with travel on duty shall be reimbursed in accordance with the provisions of the present Article and those of Article 46. Travel shall be performed by the most economic means available. Air travel may normally be used.

### **Subsistence Allowance when Travelling on Duty**

#### **Article 46**

1. Members of the staff travelling on official duty shall be entitled to subsistence allowance at the Group II rates used in the Co-ordinated Organisations.
2. Subsistence allowance shall be calculated as follows:



- a. staff members travelling on duty shall be entitled to one day's subsistence allowance for each complete 24-hour period of duty;
  - b. no subsistence allowance shall be payable for periods of less than 6 hours;
  - c. where the period of duty is 6 hours or more but less than 12 hours, the official shall be entitled to four-tenths of the daily allowance. The staff member shall likewise be entitled to four-tenths of the daily allowance in respect of any period of 6 hours or more but less than 12 hours in excess of any complete period of 24 hours;
  - d. where the period of duty is 12 hours or more but less than 24 hours, the staff member shall be entitled to eight-tenths of the daily allowance. The staff member shall likewise be entitled to eight-tenths of the daily allowance in respect of any period of 12 hours or more but less than 24 hours in excess of any complete period of 24 hours.
3. The allowance will be reduced by three-tenths if a member of the staff travels on official duty to the town of his/her official home and stays with his/her family who are still in residence there.
4. Subsistence allowance will be paid in the case of sick leave taken during absence from the duty station on official duty.
5. If the costs of bed and breakfast accommodation for a staff member travelling on official duty exceed 50% of the daily subsistence rate, and if these costs are considered necessary in the opinion of the Executive Secretary, the Commission will pay this excess.
6. For travelling within London no subsistence allowance will be paid but the actual costs incurred will be reimbursed.
7. The Executive Secretary may authorise overnight accommodation for a staff member in case of a meeting of more than one day held in London. The actual cost incurred for a reasonable hotel (with a price for bed and breakfast of the order of 50% of the daily subsistence rate for London) will be reimbursed in such a case.

## **Travel Expenses of Members of the Staff and their Families between their Place of Residence and Duty Stations**

### **Article 47**

1. Members of the staff whose place of residence is more than 100 kilometres from their duty station shall be entitled, within the terms of Article 45, to the reimbursement of travel expenses actually incurred:
  - a. when taking up duty, for the journey from their place of residence to the duty station. This excludes daily commute from and to work;
  - b. when taking home leave under Article 18, for the return journey between the duty station and their home;

- c. on leaving the service of the Commission, either:
  - (i) for the journey from the duty station to what was their permanent place of residence at the time of taking up duty; or
  - (ii) for the journey from the duty station to a place of residence other than that specified in § (i) above, provided that the expenses reimbursed in this case shall not exceed those which would have been reimbursed under § (i) above.
- 2. The reimbursement of the travel expenses mentioned in the present Article will be refused in whole or in part in the following cases:
  - a. if all or part of the expenses in question are borne by a government or any other authority;
  - b. on leaving the services of the Commission (§ 1.c above) if either the journey has not been made or the request for reimbursement has not been presented within six months from the date of leaving the service;
  - c. on leaving the service of the Commission (§ 1.c above) if the person concerned has resigned before having completed twelve months' service with the Commission.
- 3. Members of the staff who are entitled to basic family allowance shall be entitled:
  - a. in accordance with § 1.a of this Article, to the reimbursement of the travel expenses actually incurred by their spouse and dependent children;
  - b. in accordance with § 1.b of this Article, to the reimbursement of the travel expenses actually incurred by their spouse and dependent children for the return journey between their duty station and their home;
  - c. in accordance with § 1.c of this Article, to reimbursement of the travel expenses actually incurred in respect of their spouse and dependent children on leaving the service of the Commission provided, however, that reimbursement is refused if the member of the staff resigns before completing twelve months' service with the Commission.
- 4. Spouses and dependent children for the purposes of §§ 3.a, b and c above shall be assimilated to the grade of the member of the staff concerned.
- 5. The Executive Secretary may, under exceptional circumstances, authorise the payment of travel expenses for dependants of staff members who have received a dependant's allowance.

## **X. HOLIDAYS**

### **Official Holidays**

#### **Article 48**

1. The holidays listed below will be observed by the Secretariat. If, however, the exigencies of work make it necessary to require the members of the staff to work on a public holiday they will be granted, in compensation, a day's holiday to be determined by the Executive Secretary.
2. When a holiday falls on a Saturday or Sunday, the Executive Secretary shall designate another day in lieu.
3. The following holidays will be observed in London:
  - New Year's Day
  - Afternoon of Maundy Thursday \*
  - Good Friday and Easter Monday
  - May Day
  - Queen's Birthday \*
  - Spring Bank Holiday
  - August Bank Holiday
  - Christmas Day
  - Boxing Day
  - Christmas Day privilege day \*

\* in accordance with UK civil service practice.
4. Refer to your Individual Statement of Main Terms for further information.

## **XI. DISCIPLINARY MEASURES**

#### **Article 49**

1. Disciplinary measures may be taken against a member of the staff guilty of misconduct in the course of duty or otherwise.
2. Disciplinary measures include:
  - a. oral warning;
  - b. written censure;
  - c. withholding of an annual salary increment;
  - d. deduction from salary in the case of conduct causing loss to the Secretariat or damage to its property;
  - e. suspension from duties, with or without pay;
  - f. dismissal.

3. The Executive Secretary may take disciplinary action under §§ 2.a and b above. At his/her proposal, action under §§ 2.c, d, e and f above may be taken by the Chairman.
4. Refer to the Disciplinary Procedures in the Employee Handbook.

## **Notification of Complaints**

### **Article 50**

When a proposal is made that a disciplinary measure under Article 49.2.c, .d, .e and .f be taken against any member of the staff, he/she shall be notified immediately in writing. Such notification shall be accompanied by the documents relating to the ground of the complaint against him/her.

## **XII. DISPUTES**

### **Appeals Against Decisions of Individual Application**

#### **Article 51**

1. A staff member, a former staff member or a rightful claimant on his/her behalf who is aggrieved by a decision of individual application which he/she considers contrary to these regulations or to rules made in implementation of them may request the Chairman to retract or modify such decision.
2. In case of discharge or dismissal, the staff member, former staff member, or a rightful claimant on his/her behalf may appeal to the Commission against such a decision provided that he/she first has followed the procedure described in paragraph 1 and has lodged his/her appeal to the Commission, through the Executive Secretary, within ten working days of receipt of the Chairman's reply.

## **XIII. PENSION ARRANGEMENTS**

### **Finance**

#### **Article 52**

1. The contribution of staff members to the pension fund shall be fixed at 7% of their basic salary and shall be deducted monthly.
2. The monthly contribution of the Commission to the pension fund for each individual shall be fixed at 14% of the basic salary of the staff member concerned.
3. Basic salary corresponds to the basic salary referred to in Article 32.2 of these Regulations.

#### **XIV. STAFF ASSOCIATION**

##### **Article 53**

1. The staff members shall elect annually a Staff Committee, consisting of at least two staff members to serve as their representatives for the following purposes:
  - a. to protect the professional and social interests of the staff members;
  - b. to submit proposals concerning the general position of staff members;
  - c. to give its opinion and/or advice when it is consulted by the Executive Secretary or on its own initiative;
  - d. to represent the staff members in relation to staff associations of other international organisations.
2. The Executive Secretary shall ensure constant liaison with the Staff Committee on matters of staff interest. The Staff Committee may bring to the notice of the Executive Secretary, and the Executive Secretary should likewise refer to the Staff Committee, any question of a general nature affecting the interests of the staff members or arising out of these Regulations.
3. The Staff Committee shall be entitled to give its opinion on any proposed decision affecting the staff generally.
4. The Staff Committee may communicate to the Committee of Chairmen and Vice-Chairmen or to the Commission in writing any proposal or opinion regarding matters affecting the interests of all or part of the staff members and dealt with in meetings of these bodies. The Committee of Chairmen and Vice-Chairmen shall consult the Staff Committee as appropriate.
5. The work of the members of the Staff Committee shall be considered to be part of their official duties.



# Appendix 1 – Employee Handbook

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# Joining Our Organisation

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## **A) INDUCTION**

At the start of your employment with the OSPAR Secretariat you are required to complete an induction programme, during which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

## **B) JOB DESCRIPTION**

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

## **C) OTHER RULES AND PROCEDURES**

In addition to complying with the duties laid down in the Staff Regulations and this Employee Handbook, and in any rules made pursuant to them, a staff member shall abide by such other rules as the Commission may make to ensure the proper conduct of its affairs.

## **D) RELOCATION**

It is a condition of your employment that you are prepared, whenever applicable, to travel to another site. This may involve relocation to Europe.

## **E) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to support other activities or duties within our organisation. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is often subject to change.

# Remuneration & Hours of Work

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## **A) ADMINISTRATION**

### **1) Payment (see Article 32 of Staff Regulations)**

- a) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Commission Tax, National Insurance, etc.
- b) Any pay queries that you may have should be raised with the Finance Officer.

### **2) Overpayments**

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

### **3) National Insurance**

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for National Insurance. You should keep these documents in a safe place as you may need to produce them for tax purposes.

## **B) LATENESS/ABSENTEEISM**

- 1) Refer to Article 6 of the Staff Regulations.
- 2) You must attend work punctually in accordance with the hours specified in your SMT and you are required to comply strictly with any time recording procedures relating to your work.
- 3) All absences must be notified in accordance with the sickness reporting procedures (Sickness/Injury Payments and Conditions) laid down in this Employee Handbook.
- 4) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

## **C) PENSION SCHEME**

- 1. Refer to Article 52 of the Staff Regulations.
- 2. The OSPAR Commission has opted out of the Workplace Pension, with special dispensation from the Foreign and Commonwealth Office, and agreement from the Pensions Regulator. We operate a salary contribution scheme (7% contribution from employees, and 14% contribution from OSPAR – total contribution of 21% of your monthly salary) which will be payable each month with your salary. It is your responsibility to ensure correct investment of these contributions and OSPAR will not be held liable for any financial loss through bad investment or failure to invest. Further details are available from the Executive Secretary.

# Holiday Entitlement and Conditions

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Refer to Articles 17 and 48 of the Staff Regulations.

## **A) ANNUAL HOLIDAYS**

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. Where agreed, we permit up to ten days annual leave to be carried forward and used within the next holiday year. No payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) You must enter your holiday on the leave sheet and have it authorised by the Executive Secretary before you make any firm holiday arrangements.
- 4) Holiday dates will normally be allocated on a "first come - first served basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 5) You may not normally take more than two working weeks consecutively, unless authorised by the Executive Secretary.
- 6) You should give as much notice as possible of your intention to take holiday.
- 7) Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
- 8) Due to the nature of our organisation you may not take annual leave when the organisation has deadlines to meet and important meetings where your presence is necessary.

## **B) PUBLIC/BANK HOLIDAYS**

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of Employment.



# Sickness/Injury Payments and Conditions

Refer to Articles 21-23 of the Staff Regulations

## **A) NOTIFICATION OF INCAPACITY FOR WORK**

- 1) You must notify the Executive Secretary by telephone on the first day of incapacity at the earliest possible opportunity and by no later than 9.00 am. Text messages are an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to the Executive Secretary.
- 2) You should try to give some indication of your expected return date and notify the Executive Secretary as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.
- 3) If your incapacity extends to more than seven calendar days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

## **B) EVIDENCE OF INCAPACITY**

- 1) Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
- 2) If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply consecutive medical certificates to cover the whole of your absence.

## **C) PAYMENTS**

- 1) Refer to Article 21 of the Staff Regulations for contractual sickness/injury payments.
- 2) Any days of contractual sickness/injury payments which qualify for Statutory Sick Pay (SSP) will be offset against SSP on a day-to-day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.
- 3) Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
- 4) Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to the Secretariat up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

## **D) RETURN TO WORK**

- 1) You should notify the Executive Secretary as soon as you know on which day you will be returning to work,

if this differs from a date of return previously notified.

- 2) If you have been suffering from an infectious or contagious disease or illness you must not report for work without clearance from your doctor.
- 3) On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and send this to the Executive Secretary.
- 4) Upon returning to work after any period of sickness/injury absence, you may be required to attend a “return to work” interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

#### **E) GENERAL**

- 1) Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
- 2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
- 3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
- 4) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

## Flexi-Time Rules applicable to Grade B

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- 1) The purpose of flexi-time is to give staff flexibility in the distribution of their working hours. Rules for its use are set out below.
- 2) Flexi-time is not a means of generating overtime payments or leave. Therefore, flexi-time hours should not be accumulated towards overtime. Overtime will generally only be necessary when the exigencies of the service so require and can only be taken in agreement with the Executive Secretary.
- 3) The following rules apply:
  - a) Staff are expected to work the core hours of 10:00 to 15:00 except for staff working part time. For these staff, hours will be agreed with the Executive Secretary.
  - b) Staff arriving at work before 11.30 and working after 14.00 must take a lunch break of at least 30 minutes. Staff choosing not to take a lunch break must still record a 30 minutes break on the timesheet.
  - c) Time recording sheets must be completed daily by staff working flexi-time (cf. P:\OSPAR staff\Time Recording\Guidance for Time Recording.doc). Time recording sheets will be subject to random checks by executives.
  - d) A positive or negative balance of hours worked can be accumulated each month up to a maximum number of hours:
    - i) Negative balances should not exceed 15 hours at any time;
    - ii) Positive balances should be managed according to the following principles:
      - positive balances should not exceed 15 hours at any time;
      - at the end of each calendar month, positive balances should not exceed 8 hours;
      - should the balance of additional hours worked exceed 8 at the end of any calendar month, then the hours in excess of 8 will be considered forfeit, and a maximum positive balance of 8 hours will be carried forward to the following month.
    - iii) Pro-rata figures will be worked out for staff working part time.
- 4) A maximum of 10 full days of flexi-leave can be taken in each calendar year with a maximum of 1 full day of flexi-leave per calendar month. Flexi-leave can be taken up as a full day (7.2 hours) or as the equivalent in half-days (3.6 hours). Flexi-leave allowance is worked out on a pro-rata basis for part-time staff.
- 5) Full flexi-leave must be agreed upon in advance with the relevant executive (with as main criteria an uninterrupted service of the Secretariat and a balance in the work of other staff) and noted in the Secretariat Calendar.

# Safeguards

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## A) CONFIDENTIALITY

- 1) Refer to Article 3 of the Staff Regulations.
- 2) All information that:
  - a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
  - b) relates particularly to our organisation, or that of other persons or bodies with whom we have dealings of any sort; and
  - c) has not been made public by, or with our authority;shall be confidential, and (save in the course of our organisation or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.
- 3) You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
- 4) You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times (see our Privacy Notice for Employees).

## B) ORGANISATION PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

## C) INVENTIONS/DISCOVERIES

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- a) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b) outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c) during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

#### **D) DATA PROTECTION**

- 1) The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.
- 2) We will process data in line with our Privacy Notice for Employees in relation to both job applicants and employees.
- 3) You have several rights in relation to your data. More information about these rights is available in our “Privacy Notice for Employees”. We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.
- 4) We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.
- 5) You are required to comply with all organisation policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

#### **E) VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system, all software must be virus checked using standard testing procedures before being used.

#### **F) USE OF COMPUTER EQUIPMENT**

In order to control the use of the organisation’s computer equipment and reduce the risk of contamination the following will apply:

- a) only authorised staff should have access to the organisation’s computer equipment;
- b) only software that is used for organisation applications may be used;
- c) no software may be taken from the organisation’s premises without prior authorisation;
- d) unauthorised access to the computer facility will result in disciplinary action; and
- e) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

#### **G) E-MAIL AND INTERNET POLICY**

##### **1) Introduction**

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the organisation. The internet and e-mail system have



established themselves as an important communications facility within the organisation and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

## **2) Internet**

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official

and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the organisation's name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

## **3) Procedures – Acceptable/Unacceptable Use**

- a) unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) the internet system is available for legitimate organisation use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
  - i) comply with all of our internet standards;
  - ii) access during working hours should be for organisation use only;
  - iii) private use of the internet should be during authorised breaks only.
- c) the organisation will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
  - i) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
  - ii) non-compliance of our social networking policy;
  - iii) connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
  - iv) engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the organisation's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

## **4) E-mail**

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the organisation's position on the correct use of the e-mail system.

## **5) Procedures - Authorised Use**

- a) unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.
- b) the e-mail system is available for communication and matters directly concerned with the legitimate organisation of the organisation. Employees using the e-mail system should give particular attention to the following points:
  - i) everyone should comply with the organisation's communication standards;
  - ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;
  - iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
  - iv) if the e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The user will be liable for infringing copyright or any defamatory information that is circulated either within the organisation or to external users of the system; and
  - v) offers or contracts transmitted by e-mail are as legally binding on the Organisation as those sent on paper.
- c) The Organisation will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
  - i) any messages that could constitute bullying, harassment or other detriment;
  - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - iii) on-line gambling;
  - iv) accessing or transmitting pornography;
  - v) transmitting copyright information and/or any software available to the user; or
  - vi) posting confidential information about other employees, the Organisation or anyone else.

## **6) Monitoring**

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to be set up for the purposes of performing your

work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the Privacy Notice for Employees.

## **H) SOCIAL NETWORKING SITES**

- 1) Social media can be a very powerful tool and as an Organisation, we want to embrace its use. We use social media to make people aware of relevant information. Only authorised employees can use the Organisation's social networking account.
- 2) Any work-related issue or material that could identify an individual who is a work colleague, which could adversely affect the Organisation must not be placed on your private social network accounts. This means

that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

- 3) Any work content or material, or contacts or connections list, created by the Employee during the course of their employment, on any of their authorised social networking sites (ownership of which vests in the Organisation) shall remain, at all times, the property of the Organisation. Accordingly, upon termination of your employment, you shall hand over to the Organisation, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

## **I) ENTRY SWIPE CARDS**

- 1) Any security measure such as entry swipe cards must be kept safe at all times. You must not give the entry swipe card to any third party unless authorisation is obtained from the Executive Secretary. Any loss or damage should be reported to the Executive Secretary and Reception.
- 2) Any breaches or security issues including the loss or theft of entry swipe card must be reported immediately to the Executive Secretary.
- 3) To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure and alarms are set accordingly.

# Standards

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## **A) WASTAGE**

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
- 2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
  - a) handle machines, equipment and stock with care;
  - b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
  - c) ask for other work if your job has come to a standstill; and
  - d) start with the minimum of delay after arriving for work and after breaks.
- 3) The following provision is an express written term of your contract of employment:
  - a) Any damage to stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and
  - b) Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

## **B) STANDARDS OF DRESS**

It is important that you dress appropriately to your role at all times.

## **C) HOUSEKEEPING**

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

# Health, Safety, Welfare and Hygiene

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## **A) SAFETY**

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public.
- 3) You should report all accidents and injuries at work, no matter how minor, in the accident book.
- 4) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

## **B) REFRESHMENT MAKING FACILITIES**

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times.

## **C) ALCOHOL & DRUGS POLICY**

- 1) Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the organisation and/or the health and safety of our employees.
- 2) If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

## **D) NO SMOKING POLICY**

Smoking on the premises is not permitted. You may only smoke during authorised breaks. Whilst there is no designated smoking area, you should ensure that you are away from the premises and any windows. This policy extends to the use of e-cigarettes and other similar electronic devices.

## **E) HYGIENE**

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) If you are suffering from an infectious or contagious disease or illness, you must not report for work without clearance from your own doctor.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

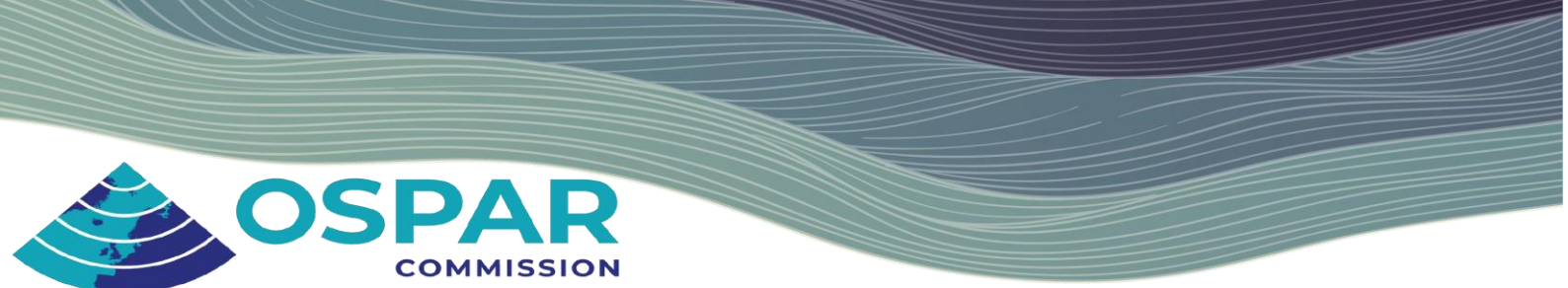
## **F) FITNESS FOR WORK**

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

## **G) MANUAL HANDLING**

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which





may make you more vulnerable to injury.

# General Terms and Procedures

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## **A) CHANGES IN PERSONAL DETAILS**

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

## **B) OTHER EMPLOYMENT**

In line with Article 7 of the Staff Regulations, you are expected to devote the whole of your time and attention during working hours to our organisation. If you propose taking up employment with an employer or pursuing separate organisation interests or any similar venture, you must discuss the proposal with the Executive Secretary in order to establish the likely impact of these activities on both yourself and the Organisation. You will be asked to give full details of the proposal and consideration will be given to:

- 1) Working hours;
- 2) Competition, reputation and credibility;
- 3) Conflict of Interest;
- 4) Health, safety and welfare.

You will be notified in writing of the Organisation's decision. The Organisation may refuse to consent to your request. If you work without consent this could result in the termination of your employment

If you are unhappy with the decision you may appeal using the Grievance Procedure.

## **C) EMPLOYEES' PROPERTY AND LOST PROPERTY**

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to the Executive Secretary who will retain them whilst attempts are made to discover the owner.

## **D) MAIL**

The Organisation accepts no responsibility for any private mail sent to our premises. We reserve the right to open mail received by us addressed to employees. We will not be responsible for any lost or damaged goods sent to our address on your behalf. No private mail may be posted at our expense.

## **E) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Personal use of our phones is not permitted except in exceptional circumstances. Reasonable use of your personal mobile phone is permitted.

## **F) ORGANISATION MOBILE PHONES**

The Organisation's mobile phones are to be used for organisation purposes. Reasonable personal use is permitted provided this does not lead to additional costs to the Organisation unless in the case of an emergency. Therefore, any unreasonable personal use may be repayable by the employee and may result in disciplinary action in accordance with our procedures. The Organisation reserves the right to deduct the appropriate sums from your pay in the event that repayments are not made. The Organisation reserves the right to monitor all

communications made on Organisation mobile phones in order to ensure compliance with our policies and procedures. Internet usage on Organisation mobile phones is subject to the same provisions set out in our E-mail and Internet Policy. This is an express written term of your contract of employment.

#### **G) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

#### **H) BEHAVIOUR AT WORK**

- 1) You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.
- 2) You should use your best endeavours to promote the interests of the organisation and shall, during normal working hours, devote the whole of your time, attention and abilities to the organisation and its affairs.
- 3) Any involvement in activities which could be construed as being in competition with us is not allowed.

#### **I) BEHAVIOUR OUTSIDE WORK**

- 1) Because the organisation demands employees of the highest integrity, we have the right to expect you to maintain these standards outside of working hours.
- 2) Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

#### **J) INCLEMENT WEATHER/TRAVEL ARRANGEMENT DISRUPTION**

Every reasonable effort should be made to attend work in accordance with your contract. In the event that you are unable to attend work owing to inclement weather conditions and/or severe disruption to your travel arrangements, you should report your absence through the normal absence reporting procedures. Any absence due to adverse weather/travel arrangement disruption will ordinarily be unpaid, however at the discretion of the Executive Secretary, if you have the ability to, you will be permitted to work from home. Alternatively, if you have sufficient annual leave you may request to use this.

#### **K) THIRD PARTY INVOLVEMENT**

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance - this is not an exhaustive list. We will seek your consent at the relevant time to share relevant data where it is necessary for the purposes of that hearing.

#### **L) RECORDING OF FORMAL MEETINGS**

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

# Anti-Bribery Policy

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## A) INTRODUCTION

Bribery is a criminal offence. We require compliance, from everyone connected with our organisation, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero-tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the organisation.

## B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or organisation in order to gain commercial, contractual or regulatory advantage for the Organisation, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

## C) SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our organisation's arrangement with you.

## D) REPORTING

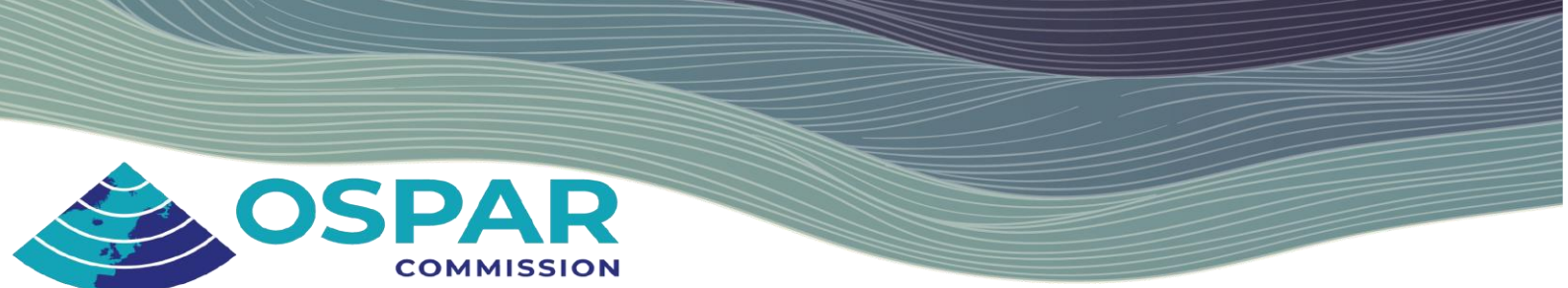
- 1) If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to the Executive Secretary. You may be asked to give a written account of events.
- 2) Staff are reminded of the organisation's Whistleblowing Policy which is available in this Employee Handbook.

## E) GIFTS AND HOSPITALITY

- 1) We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate.
- 2) No gift should be given nor hospitality in excess of £20, offered by an employee or anyone working on our behalf to any party in connection with our organisation without receiving prior written approval from the Executive Secretary.
- 3) Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from the Executive Secretary.

## F) RECORD KEEPING

- 1) A record will be made by the Executive Secretary of every instance in which gifts or hospitality are given or received.
- 2) As the law is constantly changing, this policy is subject to review and the Organisation reserves the right to amend this policy without prior notice.





# Whistle-blowers

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Refer to Article 5 of the Staff Regulations.

## **A) INTRODUCTION**

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

## **B) QUALIFYING DISCLOSURES**

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Organisation has committed a “relevant failure” by:
  - a) committing a criminal offence;
  - b) failing to comply with a legal obligation;
  - c) a miscarriage of justice;
  - d) endangering the health and safety of an individual;
  - e) environmental damage; or
  - f) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Organisation will take any concerns that you may raise relating to the above matters very seriously.
- 3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

## **C) THE PROCEDURE**

- 1) In the first instance you should report any concerns you may have to the Executive Secretary who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the Chairman.
- 2) If you do not report your concerns to the Executive Secretary you should take them direct to the Chairman.

## **D) TREATMENT BY OTHERS**

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

# Capability Procedures

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## A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

## B) JOB CHANGES/GENERAL CAPABILITY ISSUES

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

## C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

- 1) Personal circumstances may arise which do not prevent you from attending for work, but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances, this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- 2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

## D) SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary

the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

## Disciplinary Procedures

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Refer to Article 49 of the Staff Regulations.

### A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:
  - a) the correct procedure is used when requiring you to attend a disciplinary hearing;
  - b) you are fully aware of the standards of performance, action and behaviour required of you;
  - c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  - d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
  - e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
  - f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
  - g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

### B) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

### **C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non-smoking areas;
- c) breach of our Alcohol and Drugs Policy;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) unauthorised use of e-mail and internet;
- g) rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- h) failure to devote the whole of your time, attention and abilities to our organisation and its affairs during your normal working hours;
- i) failure to carry out all reasonable instructions or follow our rules and procedures;
- j) unauthorised use or negligent damage or loss of our property; and
- k) failure to report immediately any damage to property or premises caused by you.

### **D) SERIOUS MISCONDUCT**

- 1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
- 2) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

### **E) RULES COVERING GROSS MISCONDUCT**

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any

previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of drugs\* at work; and

\*For this purpose, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

## F) DISCIPLINARY PROCEDURE

- 1) Refer to Article 50 of the Staff Regulations.
- 2) Disciplinary action taken against you will be based on the following procedure:

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
Unsatisfactory Conduct	Formal verbal warning	Written Warning	Final written warning	Dismissal
Misconduct	Written Warning	Final written Warning	Dismissal	
Serious misconduct	Final written warning	Dismissal		
Gross misconduct	Dismissal			

- 3) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.
- 4) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.



- 5) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

### **G) DISCIPLINARY AUTHORITY**

The operation of the disciplinary procedure contained in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher level of seniority progressing any action at whatever stage of the disciplinary process.

PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:		
	A GRADE EMPLOYEES	B GRADE EMPLOYEES
<b>Formal verbal warning</b>	Chairman	Executive Secretary
<b>Written warning</b>	Chairman	Executive Secretary
<b>Final written warning</b>	Chairman	Executive Secretary
<b>Dismissal</b>	Chairman	Executive Secretary

### **H) PERIOD OF WARNINGS**

- 1) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three-month period.

- 2) Written warning

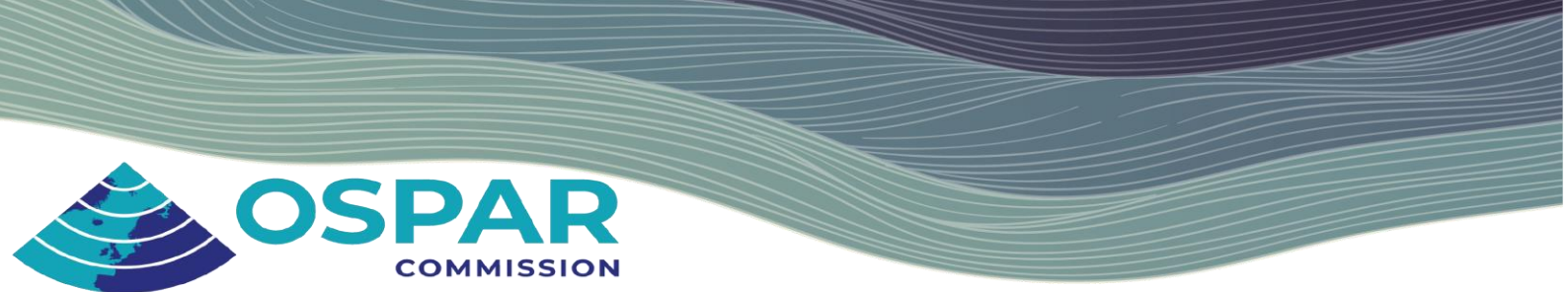
A written warning will normally be disregarded for disciplinary purposes after a six-month period.

- 3) Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve-month period.

### **I) NOTES**

- 1) If you are in a supervisory or Managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result in dismissal without notice.



- 4) You have the right to appeal against any disciplinary action.

## **Capability/Disciplinary Appeal Procedure**

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- 1) Refer to Article 51 of the Staff Regulations.
- 2) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 3) If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
- 4) It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
- 5) If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.
- 6) You may be accompanied at the appeal hearing by a fellow employee of your choice and the result of the appeal will be made known to you in writing, normally within five working days after the hearing. This is the final stage of the appeal process.

## Grievance Procedure

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- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 5) If you wish to appeal you must inform the Executive Secretary within ten working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. The Secretariat will be represented by the Executive Secretary (unless he/she attended the first meeting in which case the Chair will represent the Secretariat).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

# Personal Harassment Policy and Procedure

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## **A) INTRODUCTION**

- 1) Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
- 3) We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

## **B) POLICY**

- 1) We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
- 2) We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
- 3) We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

## **C) EXAMPLES OF PERSONAL HARASSMENT**

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a) insensitive jokes and pranks;
- b) lewd or abusive comments about appearance;
- c) deliberate exclusion from conversations;
- d) displaying abusive or offensive writing or material;



- e) unwelcome touching; and
- f) abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

## **D) COMPLAINING ABOUT PERSONAL HARASSMENT**

### **1) Informal complaint**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Executive Secretary who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

### **2) Formal complaint**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Executive Secretary as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

## **E) GENERAL NOTES**

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) If you bring a complaint of harassment you will not be victimised for having brought the complaint.
- 3) However, if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

# Equality, Inclusion and Diversity Policy

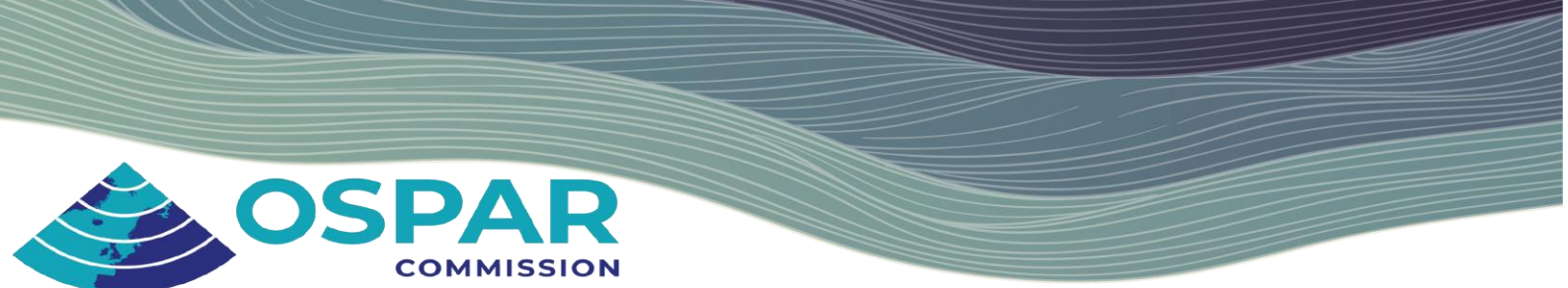
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## **A) STATEMENT OF POLICY**

- 1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our organisation to reach their potential.
- 2) We recognise that discrimination is unacceptable and although equality of opportunity has been a long-standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.
- 3) Without prejudice to Article 12 of the Staff Regulations, the aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of culture, nationality, age, disability, gender reassignment, marriage and civil partnership, pregnancy or parenthood, race, religion or belief, sex or sexual orientation.
- 4) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 5) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 6) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 7) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

## **B) RECRUITMENT AND SELECTION**

- 1) The recruitment and selection process is crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
- 3) Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.



- 7) All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 10) We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
- 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

#### **C) TRAINING AND PROMOTION**

- 1) Staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

#### **D) MONITORING**

- 1) Refer to Article 12 of the Staff Regulations.
- 2) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 3) Monitoring may involve:
  - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
  - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
  - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 4) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.



# Termination of Employment

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## **A) RESIGNATIONS**

All resignations must be supplied in writing, stating the reason for resigning your post.

## **B) RETURN OF OUR PROPERTY**

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

## **C) GARDEN LEAVE**

If either you or the Organisation serves notice on the other to terminate your employment, the Organisation may require you to take “garden leave” for all or part of the remaining period of your employment.

NB. During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

# Annex 1 - Expression of Wish Form

Initials:

Surname:

## “OSPAR” Group Life Assurance Scheme with Aviva

### BENEFICIARY NOMINATION (Expression of Wish Form)

The lump sum benefit under the Plan is paid to your beneficiaries as decided by the Trustees, using their powers set out in the Trust.

However, you can say who you would like the benefit to go to. This is not binding on the Trustees. If you would like to nominate beneficiaries you should complete this form and return it to the OSPAR Commission to keep on your personnel file. Your latest form will be passed to the Trustees if you should die.

You can complete a fresh nomination at any time.

To: The Trustees of the Plan

I would like any lump sum benefits to be paid as follows:

Full Name and Address	Relationship (if any)	Share of Benefit
_____	_____	_____
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

I know that when disposing of the benefits, the Trustees will not be bound by this Beneficiary Nomination, but I ask that they consider it.

This nomination replaces any others I have made.

Signature ..... Date .....

Name .....

**RETURN COMPLETED FORM TO YOUR EMPLOYER to keep on your personnel file**

## Annex 2 - Group Health Care Medical Insurance Opt Out Form

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Initials:

Surname:

### **“OSPAR” Group Health Care Medical Insurance**

#### Group Health Care Medical Insurance Opt-Out

The OSPAR Commission currently subscribes to a Group Health Care Medical Insurance. I confirm that I **do not** want to subscribe to this scheme and I opt out of this arrangement.

Signature .....

Date .....

Name .....

**RETURN COMPLETED FORM TO YOUR EMPLOYER to keep on your personnel file.**

## Annex 3 - Home working Policy

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### A. INTRODUCTION

Drawing from the experience of home-working during Covid-19 and having considered time management, motivation and self-sufficiency of staff together with the good communication and improved technology during the lockdown, the Executive Secretary has allowed staff to work from home two days a week.

The home-working environment and working practices are subject to the same working standards that are applied to the Organisation's offices regarding confidentiality, access to the Organisation's documents and Health and Safety.

You will be required to attend a minimum of three days a week at the Organisation's premises, unless authorised otherwise by the Executive Secretary. There may be instances where the needs of the Organisation will require you to work more than three days in the office and where working from home for more than two days a week is permitted.

### B. HOURS OF WORK

You should make yourself available for your specified hours of work. If specified in your contract of employment, you are required to complete time sheets as usual.

### C. AVAILABILITY

Whilst working from home it is important to ensure that your calendar is up to date so that colleagues can contact you.

### D. EQUIPMENT PROVIDED/COST RE-IMBURSEMENT

You will use your office PC with office and anti-virus software for home-working.

### E. RETURNING YOUR EQUIPMENT

You are required to return your equipment if you leave the Organisation.

### F. HOME DETAILS

You are required to advise the Executive Secretary of any changes to your address and telephone details.

You should make sure you are not in breach of your home insurance terms and conditions.

### G. CONFIDENTIALITY

All business information of the Organisation is regarded as confidential and data protection is a top priority of ours; we take our obligations under the Data Protection Act seriously. Therefore, you must make yourself aware of the Organisation's policies on data protection and ensure adherence to it at all times. You must take steps to protect the Organisation's records at all times against loss, unauthorised access, alteration or destruction. You must make the Organisation aware immediately if you discover that there has been a data breach.

You are required to take special care to secure all records and to prevent unauthorised disclosure of any Organisation or other business information. Customer contact information is particularly sensitive as customers have a legal right to expect personal information held about them to be held in utmost confidence. On behalf of the Organisation, it is your legal obligation to ensure these rights are protected.

Precautions must be taken to ensure no third parties become aware of any information which is confidential. Information must not be left unattended when you are working and when materials are not in use they should be locked away in a secure place. Similar precautions must be taken when transporting documents in the course of your work.

If you have any reason to believe that information relating to the Organisation is lost, altered or has been accessed by any unauthorised person, you must report this to the Executive Secretary without delay.

Use of any computer equipment owned by the Organisation, its software and computer discs are limited to you alone and to business applications. Peripheral equipment may not be connected to any of the Organisation's computers other than those issued to you by the Organisation. If a member of staff uses personal equipment which creates network or security issues, the OSPAR Commission reserves the right to ask the staff member to stop using the equipment. Information personal to you should not be stored on the computer.

**I understand the above policy and the terms and conditions contained within and I agree that they form part of my Contract of Employment.**

**SIGNATURE:**

Employee

**NAME:**

Print

**DATE:**



## Annex 4 - Privacy notice for employees

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In accordance with the General Data Protection Regulation (GDPR), we have implemented this privacy notice to inform you, our employees, of the types of data we process about you. We also include within this notice the reasons for processing your data, the lawful basis that permits us to process it, how long we keep your data for and your rights regarding your data.

This notice applies to current and former employees and workers.

### **A) DATA PROTECTION PRINCIPLES**

Under GDPR, all personal data obtained and held by us must be processed according to a set of core principles. In accordance with these principles, we will ensure that:

- a) processing is fair, lawful and transparent;
- b) data is collected for specific, explicit, and legitimate purposes;
- c) data collected is adequate, relevant and limited to what is necessary for the purposes of processing
- d) data is kept accurate and up to date. Data which is found to be inaccurate will be rectified or erased without delay;
- e) data is not kept for longer than is necessary for its given purpose;
- f) data is processed in a manner that ensures appropriate security of personal data including protection against unauthorised or unlawful processing, accidental loss, destruction or damage by using appropriate technical or organisation measures; and
- g) we comply with the relevant GDPR procedures for international transferring of personal data.

### **B) TYPES OF DATA HELD**

We keep several categories of personal data on our employees in order to carry out effective and efficient processes. We keep this data in a personnel file relating to each employee and/or within our computer systems.

Specifically, we hold the following types of data, as appropriate to your status:

- a) personal details such as name, address, phone numbers;
- b) name and contact details of your next of kin;
- c) your gender, marital status, information of any disability you may have given us or other medical information;
- d) right to work documentation;
- e) information gathered via the recruitment process such as that entered into a CV or included in a CV cover letter;
- f) references from former employers;
- g) details on your education and employment history etc;
- h) National Insurance numbers;
- i) Bank account details;
- j) tax codes;
- k) information relating to your employment with us, including:
  - i) job title and job descriptions

- ii) your salary
  - iii) your wider terms and conditions of employment
  - iv) details of formal and informal proceedings involving you such as letters of concern, disciplinary and grievance proceedings, your annual leave records, appraisal and performance information
  - v) internal and external training modules undertaken
  - vi) information on time off from work including sickness absence, family related leave etc
- l) CCTV footage (held by the building managers);
  - m) building access card records (held by the building manager); and
  - n) IT equipment use including telephones and internet access.

### **C) COLLECTING YOUR DATA**

You provide several pieces of data to us directly during the recruitment period and subsequently upon the start of your employment.

In some cases, we will collect data about you from third parties, such as employment agencies, former employers when gathering references or credit reference agencies.

Personal data is kept in files or within the Company's HR and IT systems.

### **D) LAWFUL BASIS FOR PROCESSING**

The law on data protection allows us to process your data for certain reasons only. In the main, we process your data in order to comply with a legal requirement or in order to effectively manage the employment contract we have with you, including ensuring you are paid correctly.

The information below categorises the types of data processing, appropriate to your status, we undertake and the lawful basis we rely on.

<b>Activity requiring your data</b>	<b>Lawful basis</b>
Carry out the employment contract that we have entered into with you e.g. using your name, contact details, education history, information on any disciplinary, grievance procedures involving you	Performance of the contract
Ensuring you are paid	Performance of the contract
Ensuring tax and National Insurance is paid	Legal obligation
Carrying out checks in relation to your right to work in the UK	Legal obligation
Making reasonable adjustments for disabled employees	Legal obligation
Making recruitment decisions in relation to both initial and subsequent employment e.g. promotion	Our legitimate interests
Making decisions about salary and other benefits	Our legitimate interests
Ensuring efficient administration of contractual benefits to you	Our legitimate interests

Effectively monitoring both your conduct, including timekeeping and attendance, and your performance and to undertake procedures where necessary	Our legitimate interests
Maintaining comprehensive up to date personnel records about you to ensure, amongst other things, effective correspondence can be achieved and appropriate contact points in the event of an emergency are maintained	Our legitimate interests
Implementing grievance procedures	Our legitimate interests
Assessing training needs	Our legitimate interests
Implementing an effective sickness absence management system including monitoring the amount of leave and subsequent actions to be taken including the making of reasonable adjustments	Our legitimate interests
Gaining expert medical opinion when making decisions about your fitness for work	Our legitimate interests
Managing statutory leave and pay systems such as maternity leave and pay etc	Our legitimate interests
Business planning and restructuring exercises	Our legitimate interests
Dealing with legal claims made against us	Our legitimate interests
Preventing fraud	Our legitimate interests
Ensuring our administrative and IT systems are secure and robust against unauthorised access	Our legitimate interests
Providing employment references to prospective employers, when our name has been put forward by the employee/ex-employee, to assist with their effective recruitment decisions	Legitimate interest of the prospective employer

## E) SPECIAL CATEGORIES OF DATA

GDPR defines special category data as data relating to:

- a) health
- b) sex life
- c) sexual orientation
- d) race
- e) ethnic origin
- f) political opinion
- g) religion
- h) trade union membership
- i) genetic and biometric data.

Of these, the main Special Category of data that we process relates to health. We carry out processing activities using the health special category data:

- a) for the purposes of equal opportunities monitoring
- b) in our sickness absence management procedures
- c) to determine reasonable adjustments

Most commonly, we will process special categories of data when the following applies:

- a) you have given explicit consent to the processing
- b) we must process the data in order to carry out our legal obligations
- c) we must process data for reasons of substantial public interest
- d) you have already made the data public.

#### **F) FAILURE TO PROVIDE DATA**

Your failure to provide us with data may mean that we are unable to fulfil our requirements for entering into a contract of employment with you. This could include being unable to offer you employment, or administer contractual benefits.

#### **G) WHO WE SHARE YOUR DATA WITH**

Employees within our organisation who have responsibility for recruitment, administration of payment and contractual benefits and the carrying out performance related procedures will have access to your data which is relevant to their function. All employees with such responsibility have been trained in ensuring data is processed in line with GDPR.

Data is shared with third parties for the following reasons: administration of payroll, health insurance, group income protection, death in service, on the OSPAR website so that you are recognised as a staff member, for IT purposes.

We may also share your data with third parties for other reasons to comply with a legal obligation upon us. We have a data processing agreement in place with such third parties to ensure data is not compromised. Third parties must implement appropriate technical and organisational measures to ensure the security of your data.

We share your data with bodies outside of the European Economic Area. These countries are the United States and Russia and the reason for sharing with these countries is to designate you as a focal point for a particular contract. We have put the following measures in place to ensure that your data is transferred securely and that the bodies who receive the data that we have transferred process it in a way required by EU and UK data protection laws:

Correspondence will be sent via a secure email or a passcode.

#### **H) PROTECTING YOUR DATA**

We are aware of the requirement to ensure your data is protected against accidental loss or disclosure, destruction and abuse. We have implemented processes to guard against such.

#### **I) RETENTION PERIODS**

We only keep your data for as long as we need it for, which will be at least for the duration of your employment with us though in some cases we will keep your data for a period after your employment has ended. Some data retention periods are set by the law. Appendix 1 includes a guidance note on retention periods. Staff requiring their personnel details to be kept for a longer period should advise the Executive Secretary/Compliance Officer accordingly.

#### **J) AUTOMATED DECISION MAKING**

Automated decision-making means making decision about you using no human involvement e.g. using computerised filtering equipment. No decision will be made about you solely on the basis of automated decision making (where a

decision is taken about you using an electronic system without human involvement) which has a significant impact on you.

#### **K) EMPLOYEE RIGHTS**

You have the following rights in relation to the personal data we hold on you:

- a) the right to be informed about the data we hold on you and what we do with it;
- b) the right of access to the data we hold on you;
- c) the right for any inaccuracies in the data we hold on you, however they come to light, to be corrected. This is also known as ‘rectification’;
- d) the right to have data deleted in certain circumstances. This is also known as ‘erasure’;
- e) the right to restrict the processing of the data;
- f) the right to transfer the data we hold on you to another party. This is also known as ‘portability’;
- g) the right to object to the inclusion of any information;
- h) the right to regulate any automated decision-making and profiling of personal data.

#### **L) CONSENT**

Where you have provided consent to our use of your data, you also have the right to withdraw that consent at any time. This means that we will stop processing your data.

#### **M) MAKING A COMPLAINT**

If you think your data rights have been breached or you have other concerns with regards to how your personal data have been handled you should inform the Executive Secretary or the Compliance Officer, who will investigate the matter. If you are not happy with the outcome of the investigation, you are able to raise a complaint with the Information Commissioner (ICO) on <https://ico.org.uk/make-a-complaint/data-protection-complaints/data-protection-complaints/>

#### **N) DATA PROTECTION COMPLIANCE**

Our appointed compliance officer in respect of our data protection activities is:

\_\_\_\_\_Corinne Michel\_\_\_\_\_ (Name)  
\_\_\_\_\_0207 430 5200\_\_\_\_\_ (Contact details).



## Appendix 1

### Document Retention Periods

#### Guidance Note

Below are two tables which show the periods for which certain pieces of information in relation to employees. Table 1 shows documents for which the retention periods are prescribed by law. The periods shown for the documents in Table 2 are not set by law, but are recommended periods.

TABLE 1 Record	Statutory Retention Period	Authority
Accounting	Private companies – 3 years from the date they were made; Public companies – 6 years from the date they were made.	s. 388 Companies Act 2006 Note that accounting records may be required to be kept for longer periods under other legislation or for tax reasons.
Income Tax, NI returns, HMRC correspondence	3 years after the end of the financial year	The Income Tax (Employments) Regulations 1993
Children/young adults	Until the child reaches 21	Limitation Act 1980
Retirement Benefits Schemes	6 years from the end of the scheme year	The Retirement Benefits Schemes (Information Powers) Regulations 1995
Statutory Maternity Pay (calculations, certificates, medical evidence)	3 years after the end on the tax year in which the period ends	The Statutory Maternity Pay (General) Regulations 1986
Wage/salary (overtime, bonuses, expenses)	6 years	Taxes Management Act 1970
NMW	3 years after the end of the consequent pay reference period	National Minimum Wage Act 1998
Working time	2 years after they are made	The Working Time Regulations 1998

TABLE 2 Record	Recommended Retention Period
Application forms and interview notes	6 months to a year
Assessments under health and safety regulations and records of consultations with safety representatives and committees	Permanently
Inland Revenue/HMRC approvals	Permanently
Money purchase details	6 years after transfer or value taken
Parental leave	Until child is 18 (birth/adoption)
Pension scheme investment policies	12 years from the ending of any benefit payable under the policy
Pensioners' records	12 years after end of benefit
Personnel files, training records (disciplinary records, grievance records)	6 years after end of employment
Redundancy details, calculations of payments, refunds, notification to the Secretary of State	6 years after date of redundancy
Statutory Sick Pay records, calculations, certificates, self - certificates	at least 3 months after the end of the period of sick leave, but 6 years after the employment ceases advisable
Time cards	2 years after audit
Trade Union agreements	10 years after end
Works Council minutes	Permanently

**Note:** It may be appropriate to keep some records, such as personnel files, for up to 7 years after the end of the employment to take account of the 6-year limitation period in the civil courts and allow additional time for a claim to reach the employer that may have been issued close to the expiry of the limitation period.

Under GDPR personal data should be kept for no longer than is necessary but this does not prevent employers from keeping information to protect against the risk of a legal claim.

Documents created as a deed may need to be kept for 12 years.

## Annex 5 – Bullying and Harassment Policy

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- 1) All members of staff, including the Executive Secretary, are entitled to be treated with dignity and respect in their place of work. This means freedom from behaviour by colleagues that can be interpreted as bullying or harassment or that causes offense, and access to redress if such behaviour does arise. It also means standards of everyday behaviour that contribute to a working environment in which mutual respect and individual dignity are maintained.
- 2) Personal harassment takes many forms but whatever form it takes, it is unlawful under the legislation of the host country (e.g. Equality Act 2010 in the United Kingdom).
- 3) Personal harassment will not be tolerated.
- 4) This policy will be reviewed regularly in accordance with the advancement of rights under the law of the host country of the Secretariat and those of the European Union to ensure it remains up to date and in order to monitor its effectiveness.

### **A. BULLYING AND HARASSMENT**

Behaviour can constitute bullying or harassment where: it violates the dignity of a member of staff on the grounds of their age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation (the protected characteristics); or where it creates an intimidating, hostile and degrading, humiliating or offensive environment. Individual or accumulative acts can seriously undermine the dignity, confidence, and work satisfaction to such an extent that it has an effect on job performance, and general happiness both inside and outside work.

Conduct becomes harassment if it persists and it has been made clear that it is regarded as offensive by the recipient or a witness to the conduct, although a single offensive act can amount to harassment if it is sufficiently serious.

### **B. SCOPE**

The OSPAR Commission deplores all forms of personal harassment and seek to ensure that the working environment is sympathetic to all staff.

### **C. DEFINITIONS**

#### **Bullying**

Bullying is used to describe a persistent offensive, intimidating, humiliating behaviour, which attempts to undermine an individual or group of employees. Bullying is generally carried out face-to-face but can also

occur in writing by telephone, text messaging, email and on social media.

Bullying includes:

- a) offensive, intimidating, malicious, or insulting behaviour;
- b) abuse of authority which violates the dignity of an individual or a group of people;
- c) creating a hostile environment against an individual;
- d) the undermining, humiliation or injury of an individual.

### **Harassment**

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Harassment includes:

- a) making offensive or intimidating comments;
- b) withholding information so the job cannot be done properly;
- c) unreasonable or impossible deadlines or workloads;
- d) overbearing supervision or unjust criticism;
- e) blocking opportunities or making threats about job security.

Unwanted conduct can include:

- a) spoken words
- b) banter
- c) written words
- d) posts or contact on social media
- e) imagery
- f) graffiti
- g) physical gestures
- h) facial expressions
- i) mimicry
- j) jokes or pranks
- k) acts affecting a person's surroundings
- l) aggression, and
- m) physical behaviour towards a person or their property.

### **Sexual harassment**

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

- a) sexual comments or jokes
- b) displaying sexually graphic pictures, posters or photos
- c) suggestive looks, staring or leering
- d) propositions and sexual advances
- e) making promises in return for sexual favours
- f) sexual gestures
- g) intrusive questions about a person's private or sex life or a person discussing their own sex life
- h) sexual posts or contact on social media
- i) spreading sexual rumours about a person
- j) sending sexually explicit emails or text messages, and
- k) unwelcome touching, hugging, massaging or kissing.

#### **Less favourable treatment for rejecting or submitting to unwanted conduct**

This occurs when:

- a) someone is subjected to unwanted conduct:
  - i) of a sexual nature
  - ii) related to sex, or
  - iii) related to gender reassignment
- b) the unwanted conduct has the purpose or effect of:
  - i) violating their dignity, or
  - ii) creating an intimidating, hostile, degrading, humiliating or offensive environment for them, and
- c) they are treated less favourably because they submitted to or rejected the unwanted conduct.

#### **D. DETRIMENTAL BEHAVIOUR BECAUSE OF AN ASSOCIATION WITH A PROTECTED CHARACTERISTIC**

Bullying and harassment may not be based on the fact that a colleague belongs to a particular group, but simply because the individual has been singled out for such treatment or associates with someone of a protected characteristic. The bullying and harassment may take the following forms, though again this is not intended as an exhaustive list:

- Limiting or withdrawing verbal communication.
- Isolating a colleague by unfriendly behaviour.
- Behaviour designed to belittle or produce anxiety in a colleague.



- Unreasonable scrutiny of work.
- Unreasonable criticism of work and adopting double standards in expectations of work performance.
- Unreasonable denial of leave and/or special leave requests.
- Unreasonable denial of requests for flexible working.
- Work or staff social activities that deliberately exclude a colleague.
- Jokes or inappropriate humour at the expense of a colleague.

#### **E. STANDARDS OF WORK BEHAVIOUR**

- Courtesy towards colleagues.
- Consideration and understanding of the work demands of colleagues.
- Maintaining a temperate language in all verbal and written communication with colleagues.
- Avoidance of the use of foul language.
- Awareness of language and conduct which have the potential to offend a colleague.
- Obtaining the express or implied permission of a colleague before adopting familiarity in conduct or language.

#### **F. CIRCUMSTANCES WHICH ARE COVERED**

- 1) This policy covers behaviour which occurs in the following situations:
  - a) a work situation;
  - b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
  - c) outside of a work situation but against a colleague or other person connected to the organisation, including on social media;
  - d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

#### **G. WHAT TO DO IF YOU OR A COLLEAGUE IS SUBJECT TO BULLYING OR HARASSMENT**

The OSPAR Commission is committed to ensuring that there is no harassment or bullying in the workplace. Allegations of harassment will be treated as a disciplinary matter, although every situation will be considered on an individual basis and in accordance with the principles of the grievance and disciplinary procedures, a copy of which is available from the Staff Regulations.

We are all entitled to work in a safe and healthy environment, free from bullying, harassment and all type of discrimination.

### **1) Informal complaint**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure.

In these circumstances you are encouraged to keep a written record or diary of all bullying incidents, including past incidents – no matter how small they appear, to raise such issues with a senior colleague e.g a Deputy Secretary, of your choice as a confidential helper.

This person cannot be the same person who will be responsible for investigating the matter if it becomes a formal complaint, i.e, the Executive Secretary, except where the Executive Secretary is the alleged harasser.

If you are the victim of harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should send a written request to the harasser, and your confidential helper can assist you in this.

### **2) Formal complaint**

Where the informal approach fails or you do not feel comfortable raising the issue informally, you should bring the matter to the attention of the Executive Secretary as a formal written complaint, except where the Executive Secretary is the alleged harasser. In such cases, the complaint should be addressed to the Chair of OSPAR. If both the Executive Secretary and the Chair of OSPAR are the alleged harassers, then the matter should be addressed to one of the Vice-Chairs of OSPAR. Under no circumstances will an alleged harasser deal with any complaints against him/her. Your confidential helper can assist you in bringing the matter forward. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;

- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint, the person dealing with the complaint will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve asking the alleged harasser to work from home or in most serious cases, suspension for the alleged harasser with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a bilateral meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter. You may also be accompanied by an external legal adviser or trade union representative if you wish.

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

#### **H. DISCIPLINARY ACTION**

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.
- 3) If you bring a complaint of harassment, you will not be victimised for having brought the complaint. However, if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

#### **I THIRD PARTY HARASSMENT**

- 1) Third party harassment occurs when one of our employees is subjected to harassment by someone who is not part of our staff but who is encountered in connection with work. This includes our delegates, suppliers, members of the public. Third party harassment of one of our employees will not be tolerated.
- 2) Please follow the guidance on the OSPAR Code of Conduct if you are harassed by a third party.