

ELEVENTH REGULAR SESSION FINANCE AND ADMINISTRATION COMMITTEE

Eighth Session

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EXECUTIVE DIRECTOR RECRUITMENT MATTERS SEEKING GUIDANCE FROM FAC

WCPFC11-2014-FAC8-13 29 November 2014

Paper by WCPFC Chair and Secretariat

There are two matters related to the recruitment of the Executive Director and the interim period between Executive Directors which are tabled here for the consideration of FAC:

Draft Contract Template for the Executive Director

Staff Regulation 11(a) states that:

- 1. "The Executive Director is appointed by the Annual Session or by a special session or by intersessional decision under such terms and conditions as the Commission determines. The selection, interview and appointment process for the Commission's Executive Director is contained in Schedule 3 to the Staff Regulations."
- 2. Under paragraph 14 of Schedule 3 to the Staff Regulations, the Commission's Chair is responsible for negotiating the contract for the Executive Director (ED).
- 3. As part of the preparations for WCPFC11, the Chair supported by the Secretariat has reviewed the contracts previous Executive Directors, and has developed a draft template for the Contract of the WCPFC Executive Director. A copy of the draft contract for the Executive Director is attached.
- 4. Members and Participating Territories are invited to provide feedback on draft template contract to the Commission's Chair via the Finance and Administration Manager, Aaron Nighswander.

Clarification on the Arrangements when the position of Executive Director is vacant

5. Staff Regulation 11 (b) says:

"If a vacancy for Executive Director occurs unexpectedly and the new Executive Director cannot be elected before the departure of the incumbent, the Chairperson of the Commission shall, after consultation with Members and Participating Territories, decide on an interim Executive Director, preferably from the existing

- professional staff of the WCPFC Secretariat, until the earliest time the process under paragraph (a) can be undertaken."
- 6. For the current period of ED vacancy the Chair advised CCMs through WCPF Circular 2014/87, that the Interim Executive Director arrangements would be a monthly rotation among the three senior managers until the new ED is in place.
- 7. There has been one occasion when the position of Executive Director has been vacant, which was in the first half of 2010. This occurred prior to amendments of Staff regulation 11(b) taking effect. The Summary Report from WCPFC6 says:
 - 369. In response to the decision to appoint an interim Executive Director from within the existing Secretariat staff, the WCPFC Chair announced the appointment of Dr Sung-Kwon Soh. It was noted that when assuming the duties of interim Executive Director, the Secretariat's capacity to service the 2010 meeting of the SC will be affected. CCMs were encouraged to consider secondments to fill this interim need.
- 8. FAC is invited to review staff regulation 11(b) and consider whether further clarification is required as to how the staff regulations apply to the interim Executive Director appointment/s. Possible areas that might be considered are:
 - a. Whether the interim Executive Director should be provided with all of the allowance and entitlements as an Executive Director; and
 - b. Whether the salary level for the interim Executive Director should be specified in the staff regulations.

Recommendation

- 9. The Committee is invited:
 - a. to provide recommendations on whether any further clarification is needed to staff regulation 11(b) with respect to how the staff regulations apply to interim Executive Director.

DRAFT

Western and Central Pacific

Fisheries Commission

Executive Director

Employment Agreement

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1. Introduction

- 1.1. This Agreement is made between the Western and Central Pacific Fisheries Commission ("the Commission"), and who is employed as the Executive Director of the Commission.
- 1.2. The terms and conditions of Agreement may be varied at any time by and with the written consent of both parties and through a process of mutual agreement. Any such variations will not require the negotiation of a new Agreement but are subject to funds availability.
- 1.3. All conditions set out in the Commission's Staff Regulations, related Administrative Instructions and decisions of the Commission apply to this contract including Staff Regulation 24; "Executive Director's Entitlements" except where this contract provides specific alternative conditions.

2. Duration

- 2.2. Not less than six (6) months prior to the expiration of the period of engagement, the Commission shall inform the Executive Director as to whether it intends to offer further employment to the Executive Director beyond the duration of this Agreement, by means of an extension of this Agreement or the negotiation of a new Agreement. In the event that the Commission makes an offer of reappointment, the Executive Director shall inform the Commission of his/her response not less than four (4) months prior to the expiration of the period of engagement. Failure to so respond will result in the expiration of the Agreement after the initial period, with no further notice being required by either party.
- 2.3. Where the parties enter into negotiations in relation to a re-appointment of the Executive Director, but are unable to reach agreement on appropriate terms and conditions, this Agreement shall expire after the initial period without further notice being required by either party.
- 2.4. Where the parties enter into negotiations in relation to re-appointment of the Executive Director and reach agreement on appropriate terms and conditions, a new written Agreement shall be prepared and executed, to become effective on the day following the expiration of this Agreement, or earlier if mutually agreed between the parties.

3. Role and Duties

- 3.1. The role and duties of the position are defined in a variety of ways including the Terms of Reference (refer to Schedule A), instructions issued by the Commission, the strategic and business plans of the Commission, performance management plans (refer to Schedule B), and a range of additional documentation, as amended from time to time. It is expected that the Executive Director will be aware of and will have adequate opportunities to influence the content of these documents.
- 3.2. Where the viability of the Commission's business so requires, the role and duties of the position may be amended by the Commission after consultation with the Executive Director.
- 3.3. The Executive Director is required at all times to display exemplary standards of personal behaviour and performance commensurate with the leadership expectations and accountabilities of the role. The Executive Director is required at all times to act in a manner that upholds the reputation of the Commission and to not engage in any behaviour that may bring the Commission or the position of the Executive Director into disrepute.

4. Duty Station

4.1. The Executive Director is to be stationed in Pohnpei, Micronesia. As a regular expectation of the performance of this role, the Executive Director will be required to travel in the conduct of his/her duties.

5. Hours of Work

5.1. The minimum working hours will be 37 hours 55 minutes per week subject to the Executive Director reasonably conforming to such hours and location of work as are reasonably required in order to achieve successful work outcomes and requisite performance standards.

6. Remuneration

6.1. The Commission will pay the Executive Director by way of cash salary and benefits as outlined in this contract, the Staff regulations and related Commission decisions. The remuneration arrangement between the Commission and the Executive Director shall be reviewed in accordance with changes in the United Nations salary scales, taking into account performance levels, market factors, economic factors and job requirements. The Executive Director's base salary level during the term of this contract for establishing pay and allowances shall not be less than the UN Grade D-1 Level (to be agreed) Gross salary level, which is currently USDXXX.

7. Conditions of Employment

- 7.1. The terms and conditions of employment include those set out in the arrangements specified in the Commission's operating policies, staff regulations and procedures and other arrangements agreed between the parties from time to time. Where conflict of benefits and conditions apply, the Executive Director and the Chair will consult to agree to the terms and conditions of employments that are to apply.
- 7.2. The facilities to be provided by the Commission are those set out in the Staff regulations and such other facilities as may be agreed by the Commission.
- 7.3. The Executive Director shall use the facilities provided by the Commission in the performance of the duties of the Executive Director. The parties acknowledge that those facilities are provided for the business of the Commission and that inappropriate or excessive use for personal purposes, or use contrary to the Commission's policies and regulations, is not permitted.
- 7.4. Conditions of employment may be updated in line with the development of the Staff Regulations.

8. Performance Management

- 8.1. The Performance Management Framework set for the Executive Director is outlined in Schedule B.
- 8.2. A formal performance review shall be undertaken annually by the Chair of the Commission in consultation with Members and Participating Territories, whereby the Executive Director will participate in the setting of agreed goals and measures, and in the identification of personal and professional development requirements. The performance review shall also be used to assess the outcomes and achievements of the Executive Director in the review period in order to gain a complete assessment of the Executive Director's performance. The Executive Director shall be notified of the performance review at least fourteen (14) days in advance, and be given the opportunity to complete an individual review of performance. The timing of the formal performance review will take place as agreed between the Chair and the Executive Director, but this provision will not preclude discussions on performance taking place at other times during the year.
- 8.3. The annual review will include a review of the performance review criteria.
- 8.4. Unless otherwise notified by the Chair, the Executive Director will receive an annual increment from the anniversary month of his/her appointment.

9. Termination

9.1. This Agreement shall be terminated prior to the date of expiry of the period of engagement upon the occurrence of one or more of the following events:

- a) the parties mutually agree to an early termination of the Agreement, on terms and conditions agreed at the time;
- b) the Executive Director is summarily dismissed without notice as a result of an occurrence such as would at common law give the right of summary dismissal, including but not limited to:
 - i) willful breach of any of the terms of this Agreement;
 - ii) gross and willful disobedience of reasonable instructions or noncompliance with duties owed in the role or with the Commission's policy;
 - iii) gross and willful misconduct, dishonesty or insubordination;
 - iv) bankruptcy;
 - v) conviction of a criminal offence which affects the Executive Director's ability to perform the role satisfactorily; or
 - vi) any conduct that brings the post of Executive Director or the Commission into disrepute;
- c) either party provides specified notice of termination of employment in writing to the other party; or
- d) the Commission provides notice of termination in writing to the Executive Director in circumstances of redundancy, retrenchment or restructuring.
- 9.2. Where the Executive Director is involved in legal proceedings as a result of his role and/or the conduct of his responsibilities with the Commission the Commission shall fund an appropriate level of legal representation.
- 9.3. Wherever the Commission is required to provide notice of termination, it may at its election, provide payment in lieu of notice, with payments based on Base Salary and allowances.
- 9.4. Where the Commission terminates this Agreement pursuant to Clause 9.1d, additional separation payments consistent with prevailing CROP principles, harmonised conditions and/or practice will be made to the Executive Director in addition to notice periods. Payments pursuant to this clause will be based on final base salary and allowances.
- 9.5. Upon termination of this Agreement, the Executive Director is entitled to payment of any annual leave entitlement, including any pro rata entitlement relating to an incomplete year of service.
- 9.6. Where mutual agreement exists, a temporary suspension of the Agreement is available. During such period of temporary suspension, the rights, obligations and benefits to which parties are entitled may lapse.
- 9.7. The Executive Director, in accordance with Commission and UN Standards, should undertake a full medical examination prior to appointment but this is not necessary on contract renewal or extension.

- 9.8. During the term of the Agreement, if, as a result of mental or physical illness, the Executive Director is rendered incapable, in the Commission's opinion, of proper performance of duties under the Agreement, the Commission reserves the right to require the Executive Director to undergo a medical examination. The Commission will take into account recommendations made available to it, before exercising its rights of suspension.
- 9.9. If, due to the continuing effects of illness or injury, medical opinion indicates that the Executive Director will remain unable to perform normal job requirements for a period in excess of four (4) months in any one (1) year, the Commission reserves the right to exercise suspension, awaiting medical opinion as to the Executive Director's capacity to return to normal duties.

10. Other Employment or Interests

- 10.1. The Executive Director shall not during the operation of this Agreement, without the prior written consent of the Chair:
 - a) undertake any other paid employment, business or profession;
 - b) be or become an employee or agent of any other person or Authority;
 - c) assist or have any interest in any other business or profession; or
 - d) act as an office bearer, or become a member of an association other than a community service organisation.

Such consent will not be unreasonably withheld in cases where, in the opinion of the Commission, there is no potential for conflict of interest, and where the time commitment to such other activities is minimal and will have no adverse effect on the Executive Director's performance or ability to undertake the roles and responsibilities of the position.

11. Intellectual Property

- 11.1. Where at any time during the Executive Director's employment he is responsible, either individually or jointly, with any other person for the creation of:
 - a) an invention, or
 - b) a literary work or computer program (developed in pursuance of the terms of employment) which relates to or is connected with the Commission's business operations, then the Commission is entitled to the absolute and beneficial ownership of the work, computer program or invention.

Notwithstanding the above, if the Executive Director produces a published literary work, partly using material previously written by him in the course of his/her work,

- the Executive Director is entitled to absolute and beneficial ownership of that work, in the context of the published literary work.
- 11.2. The Commission has the sole right to apply for a patent to protect any invention created in circumstances referred to in Clause 11.1, unless otherwise agreed between the parties.

12. Protection of Business

12.3. Throughout the duration of the Executive Director's employment with the Commission, and after the Executive Director retires or resigns or otherwise separates from the Commission, the Executive Director shall not reveal or disclose, except in the rightful performance of Commission business, any confidential information, including business strategies, financial results and performance indicators, trade secrets or any other commercially valuable information in relation to business operations, other than information which has come into the public domain but may undertake speaking engagements.

13. Disputes and Grievances

- 13.1. In the event that either party to this Agreement has any reasonable grievance or dispute in relation to the interpretation or operation of this Agreement which cannot be resolved through discussions or negotiation, the parties shall agree on a process to resolve the matter within one (1) month of receipt of written notification of the grievance or dispute by the Chair of the Commission.
- 13.2. During the dispute resolution process, work shall continue in the normal manner unless there is a bona fide safety issue involved.
- 13.3. If the Commission is dissatisfied with the Executive Director's performance at any stage throughout the duration of this Agreement, the Chair shall discuss the matter with the Executive Director with a view to resolution. If the matter remains unsolved, it must be submitted to an agreed mediator for the purpose of conciliation.
- 13.4. This clause 13 does not apply to a decision to terminate the contract under clause 9.1 or to the exercise of the rights of the Commission under clauses 9.6 or 9.7

14. Variations

14.1. This employment agreement can be amended at any time, at the agreement of both parties by attaching a signed addendum to Schedule A.

15. Execution of Agreement

I hereby accept the terms ar	nd conditions of this Agreement:
(NAME)	Chair (On behalf of the Commission)
Witness	 Witness
 Date	 Date

Schedule A – Terms of Reference

Annex 1

TERMS OF REFERENCE EXECUTIVE DIRECTOR

Qualifications:

The incumbent should have university-level qualifications, preferably at post-graduate level, in relevant field, for example, fisheries science or biology, fisheries economics, international law and international relations. He/she should have at least ten years relevant experience in fisheries management, policy formulation and implementation, preferably including multilateral relations. He / she should have the ability to exercise a high degree of professional initiative and autonomy, that has been demonstrated to a high degree in her/his record of employment and performance. The incumbent must also be experienced in the organization of international meetings and the preparation of budgets, working documents and reports.

Other essential requirements include demonstrated ability to run a multifaceted organization with diverse membership and staff and including competence in the selection of staff; demonstrated ability to supervise professionals in subject field; demonstrated organizational and management ability in the context of international organizations, and familiarity with the use of word processing, spreadsheets and database management systems. It is essential that the occupant of this position processes high level diplomatic and representational skills to represent the organization regionally and internationally as required.

Highly desirable requirements include: a high degree of adaptability and ability to cooperate effectively with people of different nationalities and of various social and cultural backgrounds and education levels.

Terms of reference

Pursuant to Article 15 of the Convention for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean, the Executive Director is the chief administrative officer of the Commission. The Executive Director shall be responsible for implementing the policies and activities of the Commission and shall report thereon to the Commission. He / she shall also act as Secretary to the subsidiary bodies established by the Commission, as required. The incumbent will have overall responsibility for planning, coordination, financial management and administration of the Commission in accordance with the Convention and the decisions of the Commission and shall be accountable to the Commission therefore.

He / she will in particular:

- a) Receive and transmit the Commission's official communications;
- b) Maintain high level contacts with appropriate government officials, fishery institutions and international organisations concerned with tuna fisheries to facilitate consultation and cooperation between them on information collection and analysis;

- c) Maintain an active and effective network of national focal points for routine communication of progress and results of the activities of the Commission;
- d) Prepare and implement work programmes, prepare budgets and ensure timely reporting to the Commission;
- e) Authorise disbursement of funds in accordance with the Commission's budget;
- f) Account for the funds of the Commission;
- g) Stimulate interest among Members of the Commission and potential donors in the activities of the Commission and in possible financing or in implementing of pilot projects and complementary activities;
- h) Promote, facilitate and monitor the development of databases for resources assessment of biological and socio-economic research to provide a sound basis for conservation management;
- i) Organise sessions of the Commission and its subsidiary bodies and other related ad hoc meeting;
- j) Prepare background papers and an annual report on the Commission's activities and the programme of work for submission to the Commission at the regular sessions, and arrange the subsequent publication of the report of the proceedings of the Commission as well as its subsidiary bodies and related ad hoc meetings;
- k) Represent the Commission at international meetings and other forums; and
- 1) Perform other related duties as required.

The Executive Director resides in Pohnpei, Federated States of Micronesia where the secretariat of the Commission is headquartered. There are currently 34 international and local staff and contractors at the secretariat. The Commission's website contains a range of information relating to the Commission.

Performance Framework Section 1: Generic Leadership and Management Performance

Performance Criteria	Evidence of Performance (Provided by Executive at Assessment)	Assessment of Performance
 Leadership Develop, communicate, promote and inspire others to share ownership of Commission vision and goals. Develop and contribute to a cooperative, collaborative and collegiate Executive Leadership Team. Develop and implement effective change management strategies. Act decisively in an environment of uncertainty and ambiguity. Take effective, ethical, informed decisions, appropriately balancing conflicting needs and agendas. Model the highest standards of personal, professional and organisational behaviour. 		Rating: 1. Unacceptable levels of performance 2. Developing to achieve competent performance 3. Competent Performance 4. High level of performance 5. Outstanding Comments:

Performance Criteria	Evidence of Performance (Provided by Executive at Assessment)	Assessment of Performance
 Understand and act on member and key stakeholder emerging issues and needs. Develop, monitor and evaluate customer se standards. Evaluate efficiency and effectiveness of ser delivery. Promote a quality service oriented culture in Commission. Actively identify, evaluate and recommend e service delivery options and opportunities. 	vice i the	Rating: 1. Unacceptable levels of performance 2. Developing to achieve competent performance 3. Competent Performance 4. High level of performance 5. Outstanding Comments:

Building a Positive Workforce Environment & Culture

- Align staff focus, performance and behaviours to commission's strategic agenda & values through communication and consultation.
- Effectively manage, through management style and practices, the optimum development of people and teams.
- Motivate people towards achieving Commission's outcomes and their own desired career outcomes
- Positively manage employee relationships
- Create a cooperative environment of open communication, teamwork and the positive management of conflict.
- Promote the value of diversity in the workplace

Rating:

- 1. Unacceptable levels of performance
- 2. Developing to achieve competent performance
- 3. Competent Performance
- 4. High level of performance
- 5. Outstanding

Comments:

 Allocation & Utilizations of Resources Identify and negotiate resource needs to meet the goals and the performance standards set by the Commission Responsibly manage the Commission's finances and budgets. Effectively deploy financial, human, physical, technological, asset and informational resources to achieve optimal efficiency and effectiveness. Evaluate the efficiency and effectiveness of resource utilisation in relation to planned outcomes. Comply with the Commission's rules, regulations and the law of the host country. Effectively assess and manage risk. 		Rating: 1. Unacceptable levels of performance 2. Developing to achieve competent performance 3. Competent Performance 4. High level of performance 5. Outstanding Comments:
	Evidence of Performance (Provided by Executive at Assessment)	Assessment of Performance

Contributing to the Commission's Strategic Management

- Contribute to the development of the Commission's strategic agenda and direction through the development of its strategic/corporate plan.
- Monitor and evaluate changes in organisational, member and wider environment to identify changing needs, opportunities and threats.
- Apply strategic thinking to longer-term forward planning to achieve the Commission's outcomes.
- Initiate, develop, advise and review the Commission's policy responsive to community and legislative needs.
- Promote and provide innovative, imaginative solutions in achieving the Commission's outcomes.
- Ensure all activities, priorities and performance are aligned to the Commission's strategy and values.

Rating:

- 1. Unacceptable levels of performance
- 2. Developing to achieve competent performance
- 3. Competent Performance
- 4. High level of performance
- 5. Outstanding

Comments:

Performance Criteria	Evidence of Performance (Provided by Executive at Assessment)	Assessment of Performance
 Building & Maintaining Positive Working Relationships Apply effective member and key stakeholder consultation and communication strategies. Represent and promote the Commission. Establish positive working relationships and networks with colleagues in other organisations and stakeholders to assist in achieving the Commission's objectives. 		 Rating: Unacceptable levels of performance Developing to achieve competent performance Competent Performance High level of performance Outstanding Comments:

Personal and Professional Standards & Competence

- Demonstrate adaptability and flexibility in a changing work and community environment.
- Model community, ethical & organisational values and standards.
- Demonstrate impartiality through an objective, balance approach to dealing with conflicting perspectives.
- Seek regular feedback and self-assess strengths and opportunities for development and pursue professional growth.
- Accept and act on accountabilities and responsibilities within the role.
- Set and achieve challenging goals and standards
- Delivery open, honest, impartial, constructive advice.

Rating:

- 1. Unacceptable levels of performance
- 2. Developing to achieve competent performance
- 3. Competent Performance
- 4. High level of performance
- 5. Outstanding

Comments:

Performance Framework Section 2: Annually Set Specific Goals and Targets (Insert Year)

GOAL OR TARGET NO. (INSERT) DESCRIPTION: (INSERT)							
Performance Criteria of Successful Delivery	Evidence of Performance (compiled and provided by Executive at Assessment)	Assessment of Performance					

	Rating: 1. Fails to meet objectives – unacceptable performance 2. Partially meets objectives – needs improvement 3. Meets objectives – good performance 4. Exceeds objectives set – excellent performance 5. Outstanding performance
	Comments:

Performance Framework Section 3: Performance Summary

Generic Leadership and Management Performance	Ov	eral	l Ra	atin	g	Annually Set Specific Goals and Targets	Ov	era	II Ra	atin	g
Leadership Service Culture	1 1	2	3	4	5 5	1. 2.	1	2		4	5 5
Building a Positive Workforce Environment & Culture Allocation & Utilizations of Resources	1	2	3	4	5 5	3. 4.	1	2	3	4	5 5
5. Contributing to the Commission's Strategic Management	1	2	3	4	5	5. 6.	1	2	3	4	5 5
6. Building & Maintaining Positive Working Relationships7 .Personal & Professional Standards & Competence	1	2	3		5 5	7.	1	2		4	5

Overall Comment on Performance:			

Schedule C – Benefits and Conditions

1. Starting Base Salary

1.1. Starting Base Salary for the position of and the calculation of allowances Executive Director for this contract is UN D1 level (to be agreed) gross salary level which is currently USD (to be agreed).

2. Housing

2.1. Executive housing will be provided by the Commission. If the Executive Director elects to live in housing not provided by the Commission, it will be at his/her own expense. Reasonable gas, electricity, fuel, local phone charges and water will be paid by the Commission.

3. Motor Vehicle

3.1. The provision of the vehicle and all reasonable running expenses will be met by the Commission

4. Increments

4.1. Appointees are eligible for consideration of movement within the determined salary band (i.e. salary increment).

5. Working Hours

5.1. Minimum working hours as per the Staff Regulations..

6. Medical and Health Insurance

6.1. Health insurance (or reasonable medical, dental and optical expenses) shall be met by the Commission covering local medical consultation, pharmaceutical benefits and overseas medical treatment (subject to certain conditions) for staff member, spouse and dependents as per the Staff Regulations. Staff are encouraged to consider supplementary insurance, at their own cost, if they feel the Commission's cover is inadequate.

7. Life Insurance

7.1. Term life insurance cover is met by the Commission equivalent to 2.5 times the base salary for Executive Director, subject to acceptance by the Commission's insurer. In addition, personal accident and disability cover will be provided as per the as per the Staff Regulations. Staff are encouraged to consider supplementary insurance, at their own cost, if they feel the Commission's cover is inadequate.

8. Removal Expenses

8.1. Reasonable removal expenses from home town to Pohnpei and return including packing, unpacking, insurance, freight and port charges, etc as per the Staff Regulations.

9. Education Allowance

9.1. 75% of Tuition and Boarding fees for dependent children are claimable against receipts as per the Staff Regulations.

10. Class of Travel:

10.1. Business for the Executive Director for official travel.