

Based on Article 14, paragraph 1 of the Statute of the Regional Youth Cooperation Office which stipulates that "The Governing Board is the highest decision-making authority of RYCO"; and

Recalling on Article 18, paragraph 1 of the same Statute which stipulates that "Governing Board shall adopt the Rules of Procedure and other secondary regulation required for the functioning of RYCO";

And as agreed on the 5th session held in Tirana, on November 23rd the Governing Board of the Regional Youth Cooperation Office has electronically adopted on ____ December 2017, the following

PROVISIONAL STAFF REGULATIONS

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Chapter I. Application and purpose

Article 1 *Application*

The Staff Regulation applies to all Regional Youth Cooperation Office (RYCO) Secretariat staff.

Article 2 *Purpose and Implementation*

1. The Staff Regulation establishes the fundamental conditions of service in RYCO Secretariat and staff's rights and responsibilities.
2. The Secretary General and Deputy Secretary General shall ensure that the Staff Regulations are applied and enforced.
3. The Secretary General may issue Directives containing procedures to ensure implementation of principles in specific Staff Regulations provisions. These Directives shall be reported to the Governing Board. The Governing Board may vary or disallow Directives.
4. The Secretary General may delegate duties in written to Deputy Secretary General and/or designated RYCO staff. The Secretary General remains accountable to the Governing Board for any delegated duties. The delegated duties from the Secretary General to a RYCO staff member have authority only within the scope of the delegated task/s. In that case, the RYCO staff member is accountable to the Secretary General for properly exercising delegated duties.
5. The Deputy Secretary General may delegate duties in written to designated RYCO staff. The Deputy Secretary General remains accountable to the Governing Board for any delegated duties. The delegated duties from the Deputy Secretary General to a RYCO staff member have authority only within the scope of the delegated task/s. In that case, the Secretariat staff member is accountable to the Deputy Secretary General for properly exercising delegated duties.

Chapter II. Definitions

Article 3 *Definitions*

For the purpose of this Staff Regulation, the following terms shall be understood as follows:

- a) **Secretariat** shall mean the executive body of RYCO, composed of the Secretary General, Deputy Secretary General and other RYCO staff;
- b) **Host Country Agreement** shall mean the Agreement between the Government of the Republic of Albania and the Regional Youth Cooperation Office (RYCO) on the Seat and Functioning of RYCO in the Host Country;
- c) **Governing Board** shall mean the highest decision-making authority of RYCO, comprised of 2 (two) representatives from each Contracting Party from Western Balkan Six (WB6) in accordance with the Agreement and Statute Establishing the Regional Youth Cooperation Office (RYCO);
- d) **Contracting Party of RYCO** shall mean founding member - Signatory to the Agreement on the Establishment of the Regional Youth Cooperation Office;
- e) **RYCO Budget** shall mean RYCO Annual Budget, composed of contributions of RYCO Contracting Parties, as well as contributions from other type of donors as defined by Article 45 of RYCO Statute
- f) **RYCO Secretary General** shall mean a person appointed on that position by the Governing Board, if not otherwise provided. The Secretary General may be, for the purpose of application of these Staff Regulations, hereinafter referred to as the RYCO staff or staff member;
- g) **RYCO Deputy Secretary General** shall mean a person appointed on that position by the Governing Board, if not otherwise provided, the Deputy Secretary General may be, for the purpose of application of these Staff Regulations, hereinafter referred to as the RYCO staff or staff member;
- h) **RYCO staff** shall mean all staff members of the RYCO Secretariat;
- i) **Local Branch Office** shall mean the RYCO local office located in one of the Contracting Parties.
- j) **Local Branch Officer** shall mean the person placed and operating in one of the Local Branch Office in any of the Contracting Parties.

- k) **Intern** shall mean a person engaged in any of RYCO structures for a certain period;
- l) **Recruitment** shall mean a selection procedure implemented through a competitive, merit-based and publicly announced process, opened to candidates from all RYCO Contracting Parties;
- m) **Vacant position** shall mean a position for which budget allocations is provided, but which position has not yet been filled, regardless of the grounds i.e. introduction of the new post, termination of the appointment prior to its expiration, expiration of an appointment or staff member/employee resignation;
- n) **Allowances** shall mean additional emoluments that may be given to the RYCO Secretariat, subject to envisaged conditions and eligibility;
- o) **Conflict of interest** shall mean a situation in which an individual has competing interests or loyalties of RYCO.

Chapter III. Standards of Conduct and Accountability

Article 5 *Core Values*

1. RYCO staff shall regulate its conduct for RYCO interests only. In particular, RYCO staff shall respect cultures of all Contracting Parties and apply principles of equal treatment, fairness and transparency in all dealings.
2. RYCO staff shall not discriminate against any individual or group of individuals, including sexual or gender discrimination or harassment, or otherwise abuse the power and authority vested in them pursuant to these Regulations.

Article 6 *Authority and Accountability of the Secretary General and the Deputy Secretary General*

1. The Secretary General shall be subject to the authority of the Governing Board and responsible and accountable to it.

2. The Deputy Secretary General shall be subject to the authority of the Governing Board and responsible and accountable to Secretary General and Governing Board.
3. Other RYCO staff members shall be subject to the authority of the Secretary General and accountable to the Secretary General and the Deputy Secretary General.
4. RYCO Staff members of the Secretariat shall accept no instructions from any Contracting party, Government or authority external to RYCO.

Article 7

Outside Activities and Conflict of Interest of RYCO staff

1. RYCO Staff members shall not be engaged in outside full time employment.
2. The Secretary General may authorize RYCO staff member to accept outside professional engagement, provided that such engagement does not interfere with RYCO duties and does not create a conflict of interest.
3. The Chair of the Governing Board may authorize the Secretary General and the Deputy Secretary General to accept outside professional engagement which goes not more than 30 working days per year. The Secretary General shall report to the Governing Board on outside activities undertaken by the Secretary General and the Deputy Secretary General during the year.
4. No member of the RYCO Staff shall be associated with the management of any business or activity, or have any financial interest in such business or activity, if, as a result of such position, he/she may benefit, directly or indirectly, from such association or interest that directly or indirectly work with RYCO. Ownership of stocks in publicly traded companies doing business with RYCO shall not automatically be deemed to constitute a financial interest within the meaning of this provision. In such cases, RYCO staff member may apply to the Secretary General for permission to continue to hold that stock.

Article 8

Confidentiality

1. RYCO Staff shall exercise the utmost discretion with all matters relating to official business. They shall not communicate such information to third parties unless it is public or with permission of the Secretary General. This obligation does not cease for a 5-year period after separation from service of RYCO.
2. Publication of articles, books or other material by staff members concerning RYCO, or its activities, shall require prior permission from the Secretary General and/or the Deputy Secretary General.

Article 9

Proprietary Rights

1. All rights, including title and copyright, in any work performed by RYCO staff member as part of his or her duties shall be vested in RYCO.
2. RYCO staff members are obliged to back up every three months all data related to RYCO work contained in the computers provided for official purposes, by using external memory devices (CDs, memory sticks, and external hard drives).

Article 10

Accountability and Evaluation

1. The performance monitoring of RYCO staff members shall be subject to periodic evaluation and assessment, based on the predefined job description and annual objectives.
2. The Secretary General shall establish, by issuing a Directive, a performance evaluation system, and submit it to the Governing Board for further approval.
3. RYCO Staff members are accountable to the Secretary General and the Deputy Secretary General for the proper discharge of their functions and for

upholding the highest standards of competence and integrity in the discharge of their functions in accordance with rules and procedures.

Chapter IV. Recruitment and Appointment

Article 11

Appointment Authorities

1. The Secretary General in consultation with the Deputy Secretary General shall select other RYCO staff. Selection rules, criteria, procedures and conditions, renewal of contract or reassignment of RYCO staff shall be conducted in accordance with this Regulation and other Governing board decisions.
2. The Secretary General, in consultation with the Deputy Secretary General shall engage the technical and service employees.

Article 12

Recruitment Principles

1. RYCO Head Office staff shall be recruited through a merit-based system and public competition(s), open to applicants, nationals of RYCO Contracting Parties. Exceptionally, if the assurance of geographical representation of Contracting Parties in the Secretariat may require so, the competition may be particularly encouraged to applicants who are nationals of a particular Contracting Party.
2. Local Branch Officer/s shall be recruited through a merit-based system and public competition(s) open to applicants who are nationals of the respective Contracting Party, where the local branch is based.
3. The selection process should incorporate the highest standards for RYCO Staff in efficiency, effectiveness, competency and integrity.

Article 13

Recruitment Procedures

1. The recruitment procedure for RYCO Secretariat staff shall commence with the publication of the vacancy announcement as approved by the Governing Board. The vacancy announcement shall include the role profile, salary grade, conditions of employment and the closing date for applications. It shall be published on RYCO website, as well as in each Contracting Party for positions in Head Office. For Local Branch Office/s position/s vacancy announcement shall be published on the RYCO website, as well as website of the respective Contracting Party/ies.

2. The selection and evaluation process shall be organized by RYCO Head Office for the staff of the Head Office and Local Branches in-line with the selection criteria and under the supervision of the Selection Committee set-up by the Governing Board.

3. In order to ensure a professional and impartial selection process, the Secretary General shall propose to the Governing Board a Selection Committee which will assess and evaluate applicants' key competencies, as specified in the role profile. The proposal for the Selection Committee shall include:

- a) One recruitment expert, experienced in competency based recruitment in the EU Member States, either in CSO, private or public sector, and who is not national of the Contracting Parties of RYCO;
- b) Two RYCO Secretariat representatives.

4. The Selection Committee shall submit a selection report, recommending successful candidates in order of priority to the Secretary General for further consideration. When there is more than one vacancy at the same level with same or similar competency requirements, the Secretary General may fill additional vacancies from the same competition within one year.

5. Selection of staff members shall be reported to the Governing Board at the meeting following the selection process. The Secretary General shall furnish the Selection Committee's Report along with the Secretary General's decision and relevant observations.

6. The Secretary General may, exceptionally, directly engage temporary staff for appointments of up to three (3) months to fill in a vacant position, or to replace a staff on leave.

7. Such temporary appointments shall comply with the following rules:

- a) The temporary appointment shall be reported to the Governing Board at the meeting following the appointment;
- b) Contracts of staff recruited in this way shall provide time frame of a regular appointment through open competition, in accordance with the procedures in these Staff Regulations;
- c) The temporary appointments may be prolonged for only one additional period, which shall not exceed three months, if the operational needs of RYCO require so;
- d) The temporary recruited persons should fulfil the competency and criteria for that position.

8. The Governing Board may establish, approve and/or revise more detailed procedures in the light of experience and/or developments in international recruitment practices.

Article 14

Contract of Employment

1. The Secretary General shall conclude a contract of employment with the selected staff member, which shall set out the terms and conditions in accordance with these Staff Regulations, including:

- a) A statement that the selection is subject to RYCO Staff Regulations, as amended from time to time;
- b) The nature and period of the contract, the period of probation, if any, and notice required to terminate contract;
- c) The title of the job position, salary and allowances; and
- d) Any special terms and conditions.

2. Other than matters governed by the Staff Regulations, the individual terms and conditions set out in the contract of employment shall not be changed, except by a written amendment to the contract of employment agreed to by the parties.

3. Staff members shall be provided with a copy of the Staff Regulations with their contract of employments and, by signature of the contract, shall acknowledge that they accept the conditions set out in the contract of employment and in the Staff Regulations, as adopted by the RYCO Governing Board.

Article 15

Period of Appointment

1. The Secretary General shall select a staff member for a period of up to three years, following an initial probation period of six (6) months. After expiration of initial probation period, if there are no objections from none of the parties, the contract shall be considered as renewed by the Secretary General.

2. All contracts shall terminate automatically on the date of their expiration.

3. Secretary General may appoint one of the staff members acting in one of the vacant positions, for a period no more than six (6) months. The Governing Board should be informed about such appointment, and the Governing Board may disallow appointment.

4. The Secretary General and the Deputy Secretary General shall be appointed for a not renewable period of four (4) years.

5. In case of vacant position of the Secretary General for whatever reasons, the Governing Board may appoint the Deputy Secretary General as acting Secretary General, till the new Secretary General is in place, but that appointment will not be more than one (1) year.

Article 16

Renewal of Contracts and Re-assignment

1. Contracts of RYCO staff may be renewed for another period of three (3) years, subject to the successful performance evaluation of the staff member, concerned in

line with the RYCO Performance Evaluation System, and organizations operational requirements. This should be approved by Secretary General after submission of "Letter of interest".

2. Staff members interested in contract renewal shall submit a "Letter of interest" to RYCO Secretary General at least six (6) months prior to the expiration of their contract, together with their most recent performance evaluation report. The Secretary General shall respond on "Letter of Interest" by three (3) months after submission, latest.

3. RYCO staff may be re-assigned to the position with the different functions when:

- a) there is matching of corresponding qualifications, experience or competency requirements,
- b) the staff member has undergone the public competition procedure already, and
- c) in line with RYCO operational requirements.

4. The Secretary General in consultation with Deputy Secretary General shall decide upon any re-assignment, subject to the successful performance evaluation of the staff member concerned, in line with the RYCO Performance Evaluation System as defined in point 1 of this Article. The period of reassignment shall not exceed the duration of the initial contract.

Chapter V. Salaries and Other Emoluments

Article 17

Salaries and emoluments

1. Salaries and emoluments of RYCO staff shall be set by the Governing Board at a level that the decision facilitates recruitment of personnel in accordance with the criteria established in Establishing Agreement and Statute.

2. Salaries and emoluments of the Secretariat staff are free from income tax, if not otherwise regulated with Host Contracting Party in Head Office and each Branch Office.

3. The Secretary General shall propose each year salary levels for staff members. When approved by the Governing Board, these salary levels will be set out in Annex I to these Regulations.

Article 18

Allowances

1. Official travel, including travel on appointment/selection and/or separation from service, shall be paid in advance or reimbursed within the limits approved in the Budget.

2. Staff members of the Secretariat shall not be entitled to any allowance when such allowances are covered from other sources.

3. Travel per diems shall be paid in accordance to the Travel Rules, enacted by Governing Board or the Secretary General.

4. Other allowances shall be paid in accordance with Staff Regulations, subject to established conditions and eligibility.

Article 19

Currency of Payment

All salaries and emoluments shall be paid in Euro.

Chapter VI. Leave

Article 20

Annual and Special Leave

1. Staff members shall be entitled to 24 working days annual leave, accumulated at the rate of 2 days per month, from starting contract of each staff member.

2. All RYCO staff members enjoy one (1) additional working day as annual leave for each year of work experience within RYCO. In total, annual leave may not go more than thirty (30) days per year cumulatively.

3. Each international staff working in Head Office in Tirana enjoys one (1) more annual leave on top of annual leave days from paragraph (1) of this article.

4. The Secretary General and the Deputy Secretary General, enjoy one (1) additional working day as annual leave on top of paragraphs (1), (2) and (3) of this article.

5. Not more than 30 working days may be carried beyond 31 December of any year.

6. Staff members of Head Office shall be entitled to official/public holidays in the host Contracting Party. All Local Branch Offices shall be entitled to official/public holidays in Contracting Party of the Local Branch Office. The taking of annual leave shall be subject of prior approval of the Secretary General. Each year, Secretariat will issue a list of public holidays applicable to Head Office, as well as for Local Branch Offices.

8. Staff members officially traveling on weekends are entitled to use the same number of free days used for official travel, preferably in the next upcoming week, but not later than two (2) weeks after. No more than three (3) weekend days may be traveling days within one (1) month; and no more than twenty (20) weekend days may be used as official travel days within one (1) year.

7. The Secretary General may grant staff members, in exceptional cases, special leave for the following reasons:

(a) Five (5) working days in case of marriage of the staff member;

(b) When change of residence of the staff member within the city – one (1) working day; change of residence within the Contracting Party two (2) working days, while international staff in Head Office shall be granted three (3) working days for change of residence;

(c) Seven (7) working days in case of death of spouse or a child; and

(d) Five (5) working days in case of death of a parent, a parent-in-law or a sibling.

8. The Secretary General may authorize special paid leave for periods when closures of offices in the host country would make it impractical to keep RYCO Head Office or any of Local Branch Offices open.

9. Each employee should have at least two (2) be-annual leaves with minimum five (5) consecutive annual leave days each.

10. Any accumulated, but unused annual leave days shall be paid on separation from service up to the limit of 30 working days set out in paragraph (2) of this Article, in case of termination of the contract, mandate or resignation.

11. If a public holiday occurs while on annual leave, it should not be counted as annual leave.

12. If a staff member gets sick while in annual leave, the sick leave terminates annual leave automatically. Staff member should notice management immediately in written for such cases.

13. If a staff member is exceptionally tasked to work during the weekend, management should make a decision for, including the day/s off as compensation. Such decision should be in consensus with employee/s. In no way, this may go more than ten (10) days within a year.

14. In reference to paragraph (13) of this article, the decision should contain: name/s of the employee/s tasked to work during weekend days and task/s to be performed during weekend days.

Article 21

Sick Leave

1. Staff members who are unable to perform their duties because of illness or injury, or whose attendance at work is prevented by public health requirements, shall be granted sick leave on full pay not exceeding four (4) consecutive months in one year, or fifteen (15) months in any five (5) consecutive years.

2. Staff members absent from work because of sickness, or injury of more than two (2) consecutive working days shall provide a medical certificate from a licensed medical practitioner, stating the probable duration of the incapacity for work. The Secretary General may require a staff member to be examined by a medical practitioner chosen by RYCO, on RYCO expenses.

3. Staff members shall be entitled to two (2) consecutive working days as uncertified sick leave, provided that in one calendar year, the total uncertified sick leave does not exceed seven (7) working days. Staff member is required to notice management at the first possibility for such absence, but not later than within 24 hours.

4. Staff members may use their sick leave days for the time period of care for his/her children. A doctor certification for such leave is required.

Article 22

Maternity Leave

1. Staff members shall be entitled to maternity leave for a period of six (6) months on full pay, three (3) months on average salary of the Contracting Party of the Office in which the staff member is working, and up to additional three (3) months of unpaid leave.

2. Staff members shall be entitled to paternity leave for a period of two (2) weeks.

Chapter VII. Insurance

Article 23

Travel Insurance

All RYCO staff members shall be covered with international travel insurance.

Chapter VIII. Separation from Service

Article 24

Grounds for Termination of Contract

1. The contract of a staff member may be terminated prior to its expiration date by the Secretary General in consultation with Deputy Secretary General, based on following conditions:

- a) If the staff member has not satisfactorily completed the probation period;
- b) If RYCO operational requirements require the abolition of the post;
- c) If the staff member is incapacitated for further service on the grounds of health;
- d) If a staff member does not notify the absence from work for three (3) consecutive working days;
- e) If staff member performance, as a subject to performance evaluation proves unsatisfactory;
- f) If staff member conduct does not meet standards of integrity required by Staff Regulations, or if staff member has committed a serious break of the Staff Regulations.

2. In case of abolition of the post, or termination on grounds of incapacity, three (3) months notice of termination of contract shall be given.

3. In the cases specified in line (e) of this Article, the Secretary General, on the opinion of the Deputy Secretary General, may suspend the staff member after two (2) formal warnings and given chance for performance improvement. In the same time, Secretary General but shall immediately inform the Governing Board Chair of this action, attaching the opinion of the Deputy Secretary General.

Article 25

Resignation

1. Staff member may resign by submitting a letter of resignation, providing one (1) month notice in prior to the Secretary General. The staff member shall prepare a handover note at the separation from service.

2. The Secretary General may withhold salary or allowances in the case staff member is leaving without the requested notice, unless a period of lesser notice has been exceptionally agreed by the Secretary General, or if the handover note

was note prepared, as well as all equipment in possession of staff member is not handed over.

3. The Secretary General and/or Deputy Secretary General may resign by submitting a letter of resignation, providing one (1) month notice in prior to Governing Board Chair. A handover note shall be provided at the separation from service.

Article 26

Retirement

The retirement age for RYCO staff member is at 65. The contract is terminated automatically by reaching the retirement age.

Article 27

Death

1. The right to salary and allowances shall cease on the date of death, unless the deceased staff member has dependents on the date of death, in which case salary shall cease two (2) months after the date of death.

2. Dependents shall be entitled a payment of return expenses to staff member's place of origin, if they undertake the travel within six (6) months after the date of death.

3. RYCO shall reimburse reasonable costs of transportation of the deceased staff member from the place of death to a place designated by the next-of-kin.

Chapter IX. Final Provisions

Article 28

Amendments and provisional articles

1. Staff Regulations may be amended by Governing Board Decision, which will be taken after staff members had the opportunity to deliver views on proposed changes, which views will be reported to Governing Board, as defined in paragraph two (2) of this Article.

2. The Secretary General shall submit report to Governing Board, recommending needed change to Staff Regulations, as circumstances warrant. The report shall include staff views and opinions to the proposals.

3. Secretariat will work in hiring external expertise and ensure that these Staff Regulations are amended at the level of satisfying legislation in place, with focus on Article 23 of RYCO Statute. When draft amendments are ready, Secretariat shall deliver them to Governing Board for comments and adoption.

Article 29

Entry into Force

1. The Staff Regulations enter into force when adopted by a Decision of the Governing Board.

2. The Secretary General shall conclude Annexes to contracts of employment with the amended role profiles or re-assign the staff to newly introduced positions in accordance with these Staff Regulations. The duration of engagement of the re-assigned staff shall not exceed the duration of the current contract.

3. Annexes form an integral part to Staff Regulations.

Attached:

Annex I – Salary Scale

Annex II – Travel Rules