

**NORTH AMERICAN AGREEMENT  
ON ENVIRONMENTAL COOPERATION**

**COMMISSION FOR ENVIRONMENTAL COOPERATION**

**STAFF RULES**

**SECTION I: GENERAL PROVISIONS**

**Rule 1: Definitions**

In these Rules:

"**Agreement**" means the North American Agreement on Environmental Cooperation between the Government of Canada, the Government of the United Mexican States and the Government of the United States of America, which entered into force on 1 January 1994;

"**Commission**" means the Commission for Environmental Cooperation, established under Article 8 of the Agreement;

"**Council**" means the Council of the Commission, established under Article 9 of the Agreement;

"**Employees**" means the staff and the executive director of the Secretariat of the Commission;

"**Parties**" mean the Parties to the Agreement;

"**Professional staff**" means those citizens of the three Parties who occupy positions in eligible professions recognized under the International Mobility Program of NAFTA.

"**Secretariat**" means the Secretariat of the Commission, established under Article 11 of the Agreement; and

"**Staff**" means all employees of the Secretariat, including professional staff, but does not include the executive director.

**Rule 2: Scope**

2.1 These Rules set out terms and conditions of employment, working relationships, and rights and responsibilities of the employees in the service of the Commission.

2.2 These Rules also apply to the executive director, unless they vary from his or her terms and conditions of employment as established by the Council, in which case the terms and conditions established by the Council shall prevail.

## **SECTION II: DUTIES, OBLIGATIONS AND PRIVILEGES**

### **Rule 3: Authority of the Executive Director**

- 3.1 Staff shall be supervised by and accountable to, and have their powers and duties regulated by, the executive director, who has the authority to set out the terms and conditions of staff employment contracts as set forth in Rule 12.
- 3.2 The executive director shall designate a member of the staff to act on his or her behalf when necessary.
- 3.3 In the event the position of executive director is vacant, or the executive director is unable to appoint a member of staff to serve on his or her behalf pursuant to Rule 3.2, the Council shall designate a member of staff to serve as acting executive director.

### **Rule 4: Accountability of Executive Director**

The executive director shall be accountable only to the Council.

### **Rule 5: Standards of Conduct**

- 5.1 The responsibilities of employees are international in character. Employees shall carry out their duties and regulate their conduct bearing in mind the interests of the Commission. Employees shall at all times conduct themselves in a manner befitting the international nature of their responsibilities. They shall exercise loyalty, discretion, and tact in the performance of their duties. They shall avoid any action, and in particular any kind of public pronouncement, which may adversely reflect on the Commission or their status as employees, or on the integrity, independence, and impartiality required by that status.
- 5.2 Employees shall not seek or receive instructions from any government or any other authority external to the Council.
- 5.3 The Secretariat shall provide an equal opportunity working environment free of discrimination and harassment and shall ensure that the workplace complies with the Secretariat's Statement on Prevention of Discrimination and Harassment in the Workplace. Any claim or any other alleged unjust or improper action shall be resolved in accordance with Section X.
- 5.4 Employees may not accept or solicit gifts that are given because of their official positions or that come from certain interested sources that are either seeking to do business with the Commission or are affected by the employees' official duties or by the Commission's decisions. These include:
  - (a) any money; or

- (b) any gift, honorarium, commission, reward, advantage or benefit, not including those accepted or offered occasionally of a value of less than 25 U.S. dollars or its equivalent in Canadian dollars or Mexican pesos.

Gifts, honoraria, commissions, rewards, advantages or benefits include goods or services, alcohol, reduced prices for goods or services, work done gratuitously with respect to personal property, preferred treatment of any sort in a business enterprise, and loans of money, material or equipment of any kind.

- 5.5 Employees shall have no employment other than with the Commission during their term of employment, except as provided under this Rule. When duly authorized by the executive director in the case of the staff, and by the Council in the case of the executive director, an employee may undertake other employment or work, provided that it shall not interfere or conflict with the work of the Commission or the employee's duties and responsibilities.
- 5.6 Employees shall not engage in any activity of any business, governmental entity, labor union, environmental or conservation or other nongovernmental organization, or other entity that presents a conflict of interest with respect to their duties and responsibilities.
  - 5.6.1 Employees shall not be associated in the management of, have a financial interest in, or seek employment with any entity if, by virtue of their employment with the Commission, they may benefit from such association or interest.
  - 5.6.2 Staff shall advise the executive director in writing of any real or potential conflict between their official duties and any outside activity, association or interest. The executive director shall advise the Council in writing of any real or potential conflict between his or her official duties and any outside activity, association or interest. Failure to do so may constitute grounds for disciplinary action, including dismissal.
  - 5.6.3 Where an employee has a real or potential conflict related to such activity, association or interest, the employee shall discontinue the activity or association, and shall dispose of the interest, unless the Council decides otherwise.

**Rule 6: Confidentiality**

- 6.1 Employees shall act at all times in accordance with Articles 11(8) and 39(2) of the Agreement.
- 6.2 Employees shall not disclose or use for personal gain, either during their period of employment or at any time thereafter, directly or indirectly, unless duly authorized, information acquired in the course of their employment unless such information is in the public domain at the time of such disclosure or use. Such authorization shall be granted by the executive director in the case of the staff and by the Council in the case of the executive director.

- 6.3 Employees shall comply with such rules and procedures as the Council may adopt regarding the disclosure and use of information and materials of the Commission.
- 6.4 Employees shall sign a declaration regarding disclosure and use of information prior to the commencement of employment with the Commission.

**Rule 7: Intellectual Property of the Commission**

All rights, including title, copyright and patent rights, in any work produced by employees in the course of their employment shall be vested in or assigned to the Commission. Such rights may be waived by the executive director in the case of a staff member and by the Council in the case of the executive director.

**Rule 8: Privileges and Immunities**

- 8.1 The executive director, directors, and other officials within the meaning of the Headquarters Agreement Between the Government of Canada and the Commission for Environmental Cooperation (“Headquarters Agreement”) will enjoy in the territory of each Party such privileges and immunities as set out in domestic law, the Headquarters Agreement, or any other applicable agreements between the Parties or between a Party and the Commission.
- 8.2 Privileges and immunities are granted to executive director, directors, and officials in the interest of the Commission and not for the personal benefit of the individuals concerned. In particular, they will not excuse them from the performance of their private obligations or from the due observance of the law applying to them at the place where they are carrying out their duties. In any case where the question of claiming immunity from legal suit or process may arise, the director or official involved will immediately report to the executive director, who will decide whether the immunity shall be waived. In a situation involving the privileges and immunities of the executive director, the Council will decide whether the privileges and immunities shall be waived.

**SECTION III: RECRUITMENT AND APPOINTMENT**

**Rule 9: Executive Director**

The Council shall appoint an executive director for a three-year term, which may be renewed for one additional three-year term. The position of executive director shall rotate consecutively between nationals of each Party. The Council may remove the executive director solely for cause.

**Rule 10: Staff**

The executive director shall appoint and supervise the staff and regulate their powers and duties in accordance with these Rules, including the following general standards:

- (a) Staff shall be appointed and retained, and their conditions of employment shall be determined, strictly on the basis of efficiency, competence and integrity;

- (b) in appointing staff, the executive director shall take into account lists of candidates prepared by the Parties and the Joint Public Advisory Committee;
- (c) due regard shall be paid to the importance of recruiting an equitable proportion of the professional staff from among the nationals of each Party; and
- (d) any further general standards established by the Council.

**Rule 11: Council Oversight of Staff Appointments**

The executive director shall inform the Council of all appointments three weeks prior to making a formal offer of employment. The Council may decide, by a two-thirds vote, to reject any appointment that does not meet the general standards set out in Rule 10. Any such decision shall be made and held in confidence.

**Rule 12: Offer of Employment**

Each prospective staff member shall receive an offer of employment stating:

- (a) the nature of the appointment, including the duties of the position and its title;
- (b) the date of appointment;
- (c) the duration of appointment, either on a fixed term or a continuing basis;
- (d) the relevant category, level, initial salary, scale of increments, any allowances and provision for relocation expenses, if applicable;
- (e) any special terms and conditions;
- (f) that appointment and employment are subject to these Rules as amended from time to time; and
- (g) that the appointment shall only be valid if accepted within a specified period.

**Rule 13: Rules to be Issued to the Staff**

With the offer of employment, prospective staff members shall receive a copy of these Rules. On acceptance of the offer, they shall indicate in writing to the executive director that they are familiar with these Rules and agree to abide by them.

**Rule 14: Temporary Staff**

The executive director may hire temporary staff as necessary, provided the number of temporary and regular staff, excluding those on leave, shall not exceed the number of staff positions

established by the Council. Temporary staff will be subject to the terms and conditions of their employment contract in accordance with these Rules, as applicable.

#### **SECTION IV: HOURS OF WORK**

##### **Rule 15: Work Week**

The normal work week for staff will be 37 1/2 hours Monday through Friday and the normal work day will be 7 1/2 hours, exclusive of a lunch period. The executive director may grant a compressed or flexible work schedule when compatible with the operational requirements of the Secretariat.

##### **Rule 16: Overtime and Compensatory Leave**

Compensatory leave for staff may be approved if the executive director, or his or her designee, determines that staff members are required to work beyond the normal workday to carry out their duties. In such cases, staff are entitled to compensatory leave at a rate of 1.5 hours for every pre-approved additional hour worked. In unusual circumstances, the executive director may approve overtime pay for support staff in lieu of compensatory leave for time beyond the normal work week at a rate of 150% of regular pay.

#### **SECTION V: SALARIES AND REMUNERATION**

##### **Rule 17: Salary Scale and Remuneration**

The executive director shall fix the remuneration of the staff in accordance with the general standards set out in Rule 10, the salary scale approved by the Council and the budget. The remuneration of the staff shall be in Canadian dollars.

##### **Rule 18: Adjustments and Increments**

In the annual budgeting process, the Council may, on its own initiative or on the recommendation of the executive director, approve an adjusted salary scale. Increments within the salary scale for a position may be awarded on the basis of satisfactory annual performance and/or cost of living increases, but no more than once a year.

##### **Rule 19: Performance Appraisal**

The executive director is responsible for ensuring that all staff receives annual performance appraisals.

##### **Rule 20: Promotions**

Subject to Rules 11 and 19, the Executive Director may authorize the promotion of staff on the basis of a significantly increased level of responsibility and annual performance appraisals.

## SECTION VI: LEAVE

### **Rule 21: Vacation Leave**

- 21.1 Employees will earn vacation leave at the rate of 20 days per year of employment, accruing monthly.
- 21.2 Vacation leave is to be taken in the financial year in which it is earned. In other circumstances and with the prior approval of the executive director, earned but unused vacation leave may be carried over from one year to another by staff. Vacation leave for home leave purposes may be accumulated in an amount not to exceed that allowed for two financial years.
- 21.3 The executive director, or his or her designee, will authorize vacation leave so as to minimize disruption of normal staff operations and the functioning of the Secretariat and take into account the personal circumstances, needs and preferences of the staff.
- 21.4 Vacation leave may be taken in one or more periods.

### **Rule 22: Special Leave**

Employees may enjoy one-day special leave for marriage or civil union; five days for bereavement purposes; or, following approval of the executive director, up to five days annually for emergency situations. The executive director may also approve paid or unpaid administrative leave, in appropriate circumstances.

### **Rule 23: Home Leave**

- 23.1 Home leave for the executive director and all professional staff who at the moment of hiring were not residing at the place of business of the Commission or in a radius of 100 km from that place of business inside Canada will be granted once for each full term of appointment, provided the term is for at least 24 months and that at least one year of the full term has been served. This rule will apply for no more than two contract terms.
- 23.2 The schedule for home leave for professional staff will be subject to the approval of the executive director.
- 23.3 Transportation expenses will be paid for the executive director, Secretariat professional staff and their spouses and dependent children at rates limited to the least expensive fare in Economy Class.
- 23.4 Official time will be provided to employees for travel related to home leave but only in an amount not to exceed the time required for direct travel from Commission to home.

- 23.5 For the purpose of this Rule, "home" means the place within Canada, the United Mexican States, or the United States of America where the incumbent was resident before being hired or appointed.

**Rule 24: Sick Leave**

- 24.1 Employees shall earn sick leave credits at the rate of 1 1/4 days per calendar month during the period of employment and shall be granted paid sick leave not exceeding their sick leave credits. Unused sick leave credits shall accumulate from year to year.
- 24.2 Staff shall submit medical certificates for any period of sick leave in excess of three consecutive working days or in excess of 5 days in a period of 30 days.

**Rule 25: Maternity, Parental, and Adoption Leave**

The executive director shall approve maternity, parental, and adoption leave for every staff member in accordance with the following:

- 25.1 Maternity leave for pregnancy upon presentation of medical certificate and a written application submitted at least four (4) weeks before such absence is to commence for a period not exceeding eighteen (18) weeks. The maternity leave shall begin no earlier than sixteen (16) weeks before the anticipated date of delivery set out in the medical certificate and shall terminate no later than eighteen (18) weeks after the week of the delivery.
- 25.2 Parental leave up to a maximum of thirty-seven (37) weeks in the year following either (a) the day the child is born, or (b) the day the child comes into the employee's actual care and custody upon a written application submitted at least four (4) weeks before such leave is to commence. Either one parent may take all the parental leave or both parents may share the parental leave. In either case, the total parental leave cannot exceed thirty-seven (37) weeks. The total aggregated amount of maternity and parental leave that may be taken by one or both parents in relation to the same birth or adoption is fifty (50) weeks.
- 25.3 The Secretariat will pay staff a maternity and/or parental allowance equivalent to ninety (90) per cent of net salary. If staff is enrolled in the Quebec Parental Insurance Plan (QPIP, in French, *Régime québécois d'assurance parentale*) the gross amount of QPIP benefits will be deducted from this allowance. During maternity or parental leave, staff shall continue to pay for selected group insurance coverage (medical, life, and long-term disability). Maternity and paternity benefits are conditioned on staff remaining in the Secretariat's employment for a period of at least six (6) months after returning to work. Should staff fail to return to work for the required six (6) month period, staff shall be indebted to the Secretariat for the amounts received as maternity or parental leave allowances and benefits. At the expiration of the leave, the employee shall be reinstated to the position prior to the commencement of the leave or where this is not possible, to a comparable position with the same wages and benefits.



**Rule 26: Family Responsibility Leave**

The executive director shall approve unpaid family responsibility leave for serious illness or serious accident of a family member of up to twelve (12) months and up to 104 weeks in case of serious illness or potentially fatal illness of minor child, for all staff who have completed at least six (6) months of continuous employment.

**Rule 27: Holidays**

The executive director, or his designee, shall designate 11 days in a financial year as paid holidays.

**Rule 28: Benefits During Leave**

28.1 Paid leave shall not interrupt continuity of service for the purpose of calculating vacation leave and severance pay. Time spent on such leave will be counted for pay increment purposes. During such leave, the Commission and the staff member will continue to pay their respective shares of pension and benefit plans.

28.2 The Commission and the employee may continue their respective contributions to employee benefit plans as appropriate during periods of unpaid leave. Staff members may accrue other credits or benefits during periods of unpaid leave at the discretion of the executive director and in the case of the executive director at the discretion of the Council.

**SECTION VII: SOCIAL SECURITY**

**Rule 29: Medical and Hospital Expenses**

The executive director shall make arrangements for medical and hospital insurance for all employees, their spouses and dependents. The executive director shall ensure that provision is made in the budget for the payment of the Commission's share of the costs of such insurance. Employees shall pay their share and any additional costs for extra benefits.

**Rule 30: Retirement and Insurance Benefits**

The executive director shall make arrangements to ensure that eligible employees are covered by appropriate retirement savings, life insurance, medical expenses, and long-term disability plans.

**SECTION VIII: TRAVEL**

**Rule 31: Official Travel**

31.1 Official travel shall be undertaken only if authorized in advance by the executive director and only for activities directly related to Commission's work.

31.2 Payment for official travel expenses will be based on documented expenditures for accommodation, meals, economy class airfares and related expenditures.

## **SECTION IX: SEPARATION FROM SERVICE**

### **Rule 32: Resignation**

Employees should provide in writing at least four (4) weeks' notice of their effective date of resignation. Notice of lesser length may be approved by the executive director in the case of staff, and by the Council in the case of the executive director.

### **Rule 33: Termination of Appointments**

In accordance with Rules 3 and 10, if the executive director decides to terminate an employment contract for reasons other than for cause, it shall advise the Council not less than two weeks prior to providing the staff member with at least one month's notice in writing. The Council may decide by a two-thirds vote to reject any such termination.

### **Rule 34: Discipline and Failure to Perform**

- 34.1 Employees must conduct themselves in accordance with these Rules of Employment. Any failure to adhere to these rules could result in a disciplinary action, including reprimand, suspension, and termination. Discipline is generally imposed in a progressive manner, but a particularly egregious action which violates any of these rules could result in immediate suspension or termination. Any disciplinary action taken must be in writing with written notice to staff and an opportunity to respond, if appropriate.
- 34.2 In accordance with Rule 19, if at any time the executive director or a supervisor considers that a staff member is not providing satisfactory performance, the staff member shall receive a progressive series of warnings that performance must improve to a satisfactory level. The first is oral counselling, followed by a formal written warning if performance does not improve to a satisfactory standard. If performance continues at an unacceptable level, a staff member shall receive a second formal written warning. If after the second formal written warning the staff member's performance does not improve to a satisfactory standard, the executive director may terminate the appointment of the staff upon written notice of four (4) weeks in advance, subject to prior notification to the Council.
- 34.3 The Council may remove the executive director solely for cause.
- 34.4 Any Council decision under this Rule shall be made and held in confidence.

### **Rule 35: Severance Pay**

- 35.1 For employees hired before 1 January 2019, in the event of termination of service for reasons other than cause, staff members of the Secretariat shall be compensated by an indemnity equivalent up to a maximum of twelve (12) weeks current salary, net of statutory deductions.

- 35.2 For employees hired after 1 January 2019, in the event of termination of service for reasons other than cause, staff members of the Secretariat shall have a minimum compensation of two (2) week of current salary for every year of service with the Secretariat, net of statutory deductions, and limited to a maximum of 12 weeks.
- 35.3 Severance pay in the event of dismissal of staff solely for cause shall be provided at the discretion of the executive director on a case-by-case basis and in any event shall not exceed twelve (12) weeks salary.

## **SECTION X: AVENUES FOR CONFLICT RESOLUTION**

### **Rule 36: Procedures**

- 36.1 In the event of any claim or any other alleged unjust or improper action arising out of or in relation to an interpretation, application or administration of these Staff Rules, the parties involved shall first attempt to resolve the matter in good faith through collaboration. Any such claim must be brought to the attention of the Human Resources coordinator, or other designated official, within thirty (30) days of the circumstances giving rise to the claim. If a solution cannot be reached within fifteen (15) working days from the date on which a staff member has first provided notification of the claim, and the Human Resources coordinator provides written notice to the staff member that a resolution has not been reached, the matter shall be referred to the mediation stage under Rule 36.2.
- 36.2 Mediation is a process under which the involved persons submit their dispute to an outside mediator retained by the Secretariat. The mediator will work to achieve a mutually acceptable resolution of the matter in accordance with these rules. The mediator is not empowered to impose a solution regarding the matter, but all parties agree to engage in the mediation in good faith. In the event that mediation does not lead to a resolution of the matter, the mediator shall inform the staff member and the Secretariat and provide any other recommendations as appropriate. The Secretariat shall then inform the staff member in writing that a solution has been reached, within ten (10) working days of the mediator's notice.
- 36.3 If the staff member wishes to continue the process, he or she must prepare a written notice, including the specific basis of the claim and the specific remedy requested, within fifteen (15) working days from the date of the Secretariat's notice under rule 36.2. This written notice must be provided to the executive director, who shall issue a written decision on the matter based on an administrative review of the claim. If the claim is against the executive director, the head of the administrative unit, after notification to the Council, shall issue the written decision. If the written decision does not resolve the matter, a staff member may request arbitration under Rule 37 in writing, with notice to the Secretariat, within ten (10) working days of receiving the written decision.

**Rule 37: Arbitration**

- 37.1 If an employee has requested arbitration under Rule 36.3, the Secretariat shall promptly select an arbitrator from any list maintained by the Secretariat within 15 working days.
- 37.2 The rules of procedure of the arbitration shall be determined by the arbitrator and must meet minimum standards of due process. The arbitrator shall promptly schedule a hearing, at which the parties shall be given the opportunity to present evidence, including documents and witnesses to support their positions. In cases where there are no facts in dispute, the parties may agree to submit the case to the arbitrator on the basis of written submissions and arguments, without the necessity of a hearing. On request, the executive director may provide to the complainant with relevant information taking into account the privacy of others.
- 37.3 The arbitrator shall resolve any claim by reference to the Agreement, these Rules and, to the extent they do not conflict with the Agreement or these Rules, laws and regulations applicable to international governmental organizations.
- 37.4 The arbitrator shall communicate the decision to the parties to the complaint, the executive director and any other individual whose actions are the subject of the complaint within twenty-one (21) days from the last day of the hearing or, if no hearing is held, within twenty-one (21) days after receipt of written submissions. The decision shall be in writing and shall be final and binding upon the parties to the complaint.
- 37.5 The Commission shall bear the expenses of the arbitrator, including any translation needs. Complainants shall bear the expenses of their own representation. Complainants shall be given reasonable time during working hours to prepare for and attend any hearing.

**SECTION XI: FINAL PROVISIONS**

**Rule 38: Relation to the Agreement**

In the event of any inconsistency between these Rules and the Agreement, the Agreement shall prevail to the extent of the inconsistency.

**Rule 39: Amendments**

The executive director may propose amendments to these Rules to the Council. Only the Council may amend these Rules.

**Rule 40: Authentic Texts**

The English, French, and Spanish texts of these Rules are equally authentic.