HUMAN RESOURCES POLICY AND PROCEDURES MANUAL

POLICY GUIDELINE SERIES 4

Approved by the Board of Trustees on
14 November 2011
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Policy Guideline Series
4
The Human Resources Manual is intended for internal use. Under no circumstances should it be shared outside of ICRAF without express written permission from HR Manager. It contains all human resources related policies, procedures and guidelines that are currently in force, as approved by the Board of Trustees on 14 November 2011. This Human Resources Policies and Procedure Manual replaces all other earlier Human Resource policies and becomes effective from 1 January 2012.

The provisions stipulated in this manual may be subject to periodic change. Any exception to the policy guidelines, as outlined in the manual shall only be taken with the prior written approval of the Director General.

Any questions pertaining to the Manual and its administration should be directed to the Human Resources Unit.

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Revised 1995
Revised 1996
Revised 1997
Revised 1998
Revised 2000
Revised 2001
Revised 2002
Revised 2003
Revised 2006
Revised 2011
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APPLICATION OF THIS MANUAL

This manual applies to staff across all locations where ICRAF carries out its work. The provisions of the manual shall be applied without regard to gender, race, nationality or social origin, religion, political affiliation or any other form of personal identity.

For ease of reference, the manual comprises nine chapters, as follows:

• The first chapter outlines general policies, rights and obligations that apply to all staff of ICRAF, irrespective of location.

• The second chapter deals primarily with the policy governing recruitment and appointment of staff.

• Chapters three and four capture remuneration and conditions of work, including the various categories of leave.

• Chapter five specifies the requirements of Performance management and staff development.

• The provisions of Chapter six govern the purpose of Staff Association and membership.

• Conditions relevant to termination of employment are outlined in Chapter seven of the manual.

• Chapter eight deals with grievance policy and procedures, including harassment.

• Chapter nine is specific to internationally (and regionally) recruited staff.

Matters not covered in this HR Policy and Procedures Manual may be interpreted and applied according to the current international labour laws and the established practices of like-minded organizations locally. However such laws and practices must not be contradictory to ICRAF’s values and principles. In case of contradiction, ICRAF policies shall be followed.
CHAPTER 1 - POLICIES THAT APPLY TO ALL ICRAF STAFF

INTRODUCTION

The principles laid down in the Manual embody the general terms and conditions of employment with ICRAF and the privileges, duties and obligations of the organisation and staff members. They apply to all staff members of the World Agroforestry Centre (ICRAF), across all locations where ICRAF carries out its work.

1.1 THE CENTRE

The World Agroforestry Centre is recognized as an international leader in Agroforestry research, education and development support. In response to a visionary study by Canada’s International Development Research Centre (IDRC), the International Council for Research in Agroforestry (ICRAF) was established in 1978 to promote Agroforestry research in developing countries. During the 1980s, ICRAF operated as an information council focusing primarily on Africa. In 1991, ICRAF transformed itself into the International Centre for Research in Agroforestry when it joined the Consultative Group on International Agricultural Research (CGIAR). ICRAF is one of 15 international centres of the Consortium of the CGIAR, and conducts global research in Agroforestry. In 2002, ICRAF officially adopted the World Agroforestry Centre as its operating name but retained the title “International Centre for Research in Agroforestry” and the acronym ICRAF as the legal name.

ICRAF’s mission is to generate science-based knowledge about the diverse roles that trees play in agricultural landscapes, and use its research to advance policies and practices that benefit the poor and the environment.

Vision: A rural transformation in the developing world as smallholder households strategically increase their use of trees in agricultural landscapes to improve their food security, nutrition, income, health, shelter, energy resources and environmental sustainability.

ICRAF’s values: We strongly adhere to shared core values that guide our work and relationships with colleagues and partners:

• Professionalism. We aspire to achieve the highest standards of professionalism in our research, communications, fiduciary management and operations; transparency in our methods and approaches; and fairness in sharing credit.
• **Mutual respect.** We genuinely respect all those with whom we work, irrespective of nationality, gender, religion, age, profession or workplace seniority. We celebrate the achievements of our colleagues and partners. We support a work environment that fosters trust, teamwork and diversity. We commit ourselves to an environment of mutual respect and collaboration with partners, donors and colleagues.

• **Creativity.** We promote a culture of innovation, continuous learning, problem solving and independent thinking. We believe that success in living and fostering these values is fundamental to maintaining a vibrant organization, contributing to science and achieving impact.

ICRAF believes that success in living and fostering these values is fundamental to being a vibrant organization that shall contribute to knowledge and impact, and help ensure an *agroforestry transformation* in the developing world.

**Gender & Diversity:** The Centre recognizes that a diverse workforce is key to the achievement of its strategic goals and objectives, believing in a rich diversity to increase research and management excellence. Our processes such as recruitment are conducted in a manner that is sensitive to the need to maintain gender and diversity

### 1.2 WHY HUMAN RESOURCES POLICIES?

ICRAF endeavours to establish conditions of employment that are clearly recognized as being fair to the interests of all those concerned. We aim to encourage all staff to take interest and pride in the Centre, its challenging vision and mission, and its programme of work to achieve them. We want to encourage all persons associated with ICRAF to continuously exert their very best talents and efforts in the discharge of their responsibilities in contributing to our success. The purpose of these human resources policies and procedures is to establish a firm base from which the Centre can efficiently manage its human resource affairs, and to do so with due regard to the complexities of its operations and the individuality of each of its staff members.

### 1.3 PURPOSE OF THIS MANUAL

The human resource policies and procedures contained in this manual set out the conditions of service and the basic rights, duties and obligations of staff members of ICRAF as approved by the Board of Trustees. The purpose of this policy and procedure manual is to provide core policies and a set of standards and procedures in line with human resource management and organizational effectiveness.
The policies herein are subject to the totality of the regulations, laws, and customs of the many governments within whose borders ICRAF operates, and of the concerns and actions of its stakeholders.

ICRAF’s Director General reserves the right, based on changing conditions and/or other considerations, to modify, revoke, suspend or terminate any or all of these policies, either fully or in part, at any time, with or without full notice. Such modifications, revocations, suspensions, terminations or changes may also be subject to the approval of the Board of Trustees. Unless specifically permitted in a stipulated human resources policy, entitlements set forth in this document cannot be accumulated, duplicated, converted to another entitlement, or paid in cash or kind. An entitlement not used as set forth in the policy statement is therefore invalid and cannot be reclaimed. Under unusual circumstances the Director General may make exceptions to this situation.

1.4 EMPLOYEE’S RESPONSIBILITY

To ensure that the policies set forth in this Manual are applied, it is fundamental that all employees of ICRAF be familiar with its contents.

All employees of ICRAF including management have a responsibility to read and assist with the practical application of the policies laid out in this Manual.

1.5 DEFINITIONS

The following terms carry the meanings defined here:

**Allowance** — a cash benefit paid by ICRAF to its employees for specific purposes other than salary.

**Authorized dependants** — a staff member’s authorized dependants are dependants of an employee who in any year permanently reside with the employee. They may include, as supported by relevant legal proof: (a) the legal spouse or non-married partner, provided that the latter relationship has been established and is in existence for at least two years, that the partner permanently resides with the staff member, and that the staff member presents to the Director General a notarized declaration of the spousal relationship; (b) up to the first four dependants of an employee over whom the employee and the spouse or partner have legal custody. These may include — as supported by relevant legal proof — natural or adopted children up to 21 years of age.
**Base salary** — includes earnings before tax, but excludes the pension contribution and benefits (both cash and non-cash).

**Benefit** — means cash benefits, cash allowances and non-cash benefits such as medical, insurance, leave, training, etc. Reimbursement shall be made according to a scale published periodically by the Centre.

**Board** — the Board of Trustees of ICRAF established under ICRAF’s Charter.

**By-laws** — resolutions approved by the Board in accordance with the procedures prescribed by the ICRAF Charter and made pursuant to the power vested in the Board by the Charter.

**Charter** — ICRAF’s constitutional instrument of establishment to which the Government of Canada, the International Development Research Centre, the Government of the Cooperative Republic of Guyana and the Government of the Republic of Senegal, are signatories.

**Collaborative country agreement** — the memorandum of understanding (MOU) or equivalent document signed jointly with a government or a collaborating institution authorizing the activities of the Centre in a country, including the establishment of field and research sites.

**Commuting distance** — the distance that staff members can conveniently travel daily between their place of work and their residence, usually within a suburban area.

**Delegation** — a number of actions in this document may be delegated. The Director General or any other executive specifically mentioned in this manual reserves the right to delegate any responsibility, as deemed appropriate.

**Direct discrimination** — when a person treats another less favourably than they would another person on account of a personal attribute. Such attributes include race, tribe, place of origin, residence or other local connection, political opinion, colour, creed, gender, marital status, pregnancy, parental status, family responsibilities, sexuality, ethnicity, age or disability.

**Duty station** — the geographical location, headquarters or elsewhere, to which a staff member is assigned.

**Employee** — a person holding a letter of appointment for work with ICRAF, whose employment is governed by these terms and conditions.
**Harassment and discrimination** — forms of misconduct that undermine the integrity of the employment relationship and staff conduct.

**Home base** — the location and country that the Director General recognizes at the time of appointment as the permanent domicile of the staff member. This shall be defined in the letter of appointment, and once established it is not subject to change other than in exceptional cases specifically approved by the Director General.

**Home country** — the country in which the home base is located.

**Host-country agreement** — the ICRAF memorandum of understanding (MOU) with the Government of Kenya for the establishment and operation of its headquarters.

**Immediate relative or immediate family** — spouse, children, father, mother, brother, sister, grandparents, father-in-law or mother-in-law of the staff member or the spouse.

**Indirect discrimination** — when a person imposes a condition, requirement or practice that is unreasonable in the circumstances, that disadvantages a member of a group that shares or is believed to share an attribute that is not imposed on a person who is not a member of that group. This type of discrimination is manifested when groups or individuals are treated the same even when they are different. By not taking the differences into account, one group or an individual benefits at the expense of others.

**Letter of appointment** — the written agreement of employment between ICRAF and the staff member detailing the terms and conditions of employment.

**Manual** - is used in this manual - it shall take to mean this Human Resources Policy and Procedures Manual.

**Organization** - is used in this manual, and shall mean “ICRAF”.

**Outreach site** — any ICRAF office or base of operations other than the headquarters, either within or outside Kenya.

**Overtime**— any time worked on request/approval in excess of the legal work week of the country in which ICRAF operates in any calendar week, beginning Monday and ending Sunday.

**Pension**— the amount payable to eligible retired staff members upon their retirement from the Centre or at the end of their contract of service, or to the dependants upon the death of the staff member.
**Professional staff** — staff in grades C3–D2.

**Promotion** — the advancement of a staff member from one grade to a higher grade within the same staff group, or from one staff group to another staff group.

**Qualified medical practitioner** — a person entitled to engage in the practice of medicine under the laws of a province, state or country.

**Redundancy** — discontinuation of a staff position that is no longer needed or can no longer be financed by the Centre.

**Remuneration package** — basic salary plus all other cash and non-cash benefits, allowances and perquisites to which a staff member is entitled.

**Repatriation** — return to the country in which the defined home base is located.

**Spouse** — one legal wife or husband, or a non-married partner in a relationship of at least two years.

**Staff association** — a voluntary, free, non-political association of staff members for furthering the interests and objectives of ICRAF and maintaining work standards, staff morale and interests in conformity with the terms and conditions of service. ICRAF recognizes one existing association: the ICRAF Staff Association (ISA).

**Summary dismissal** — termination of employment based on a disciplinary decision by the employer. Summary dismissal indicates immediate departure from service and carries loss of rights to separation payment and notice period (subject to national laws).

**Termination of employment** — separation from service by ICRAF that may result from retirement, disability, death, unacceptable performance, redundancy, expiry of fixed-term contract or by cause. Separation from service initiated by the staff member is through resignation.

**Total remuneration** — is the sum of the basic salary and benefits (cash and non-cash).

### 1.6 CENTRE RESPONSIBILITIES

The Board and management of ICRAF undertake to provide a working environment that shall permit staff to achieve the high levels of individual and Centre performance. ICRAF seeks at all times to:
• Provide fair and equitable treatment of staff;
• Encourage self-development opportunities;
• Discourage discrimination of any form in employment, based on ethnic origin, nationality, race, colour, gender, age or religion;
• Provide opportunities for advancement;
• Provide secure and well-equipped working spaces;
• Encourage and provide opportunity for staff communication and involvement in matters of their concern.

The Charter and By-laws of ICRAF provide to the Board of Trustees the following powers relating to staff matters:

• Determine the policies for the operation of ICRAF;
• Establish and adopt by-laws and rules for the general governance of ICRAF.

The Charter and By-laws delegate to the Director General the power to

• Implement the policies established by the Board of Trustees;
• Be responsible for the operations and management of the Centre.

1.7 COMMUNICATION

Open communication is essential for fostering a positive work environment. Employees are encouraged to participate actively in the free flow of questions, answers and ideas.

The intranet notice board, in-house publications, emails, global staff consultations, staff meetings and transformations newsletter shall serve as the key media of communication throughout ICRAF.

1.8 SUPERVISOR’S RESPONSIBILITIES

• To support and direct work assignments of staff assigned to them;
• To create an open communication environment in the unit, encouraging employees to talk about work issues, listening carefully, and responding to questions or concerns with action or answers. If the issue is outside the supervisor’s scope, the supervisor is enjoined to pass it to the appropriate person, and follow up on action taken;

• To conduct regular staff meetings to inform staff of decisions that may affect them or the work they do and the reasons for these decisions;

• To ensure that the work programme of the group is achieved, and foster team work.

1.9 APPLICABILITY

These Policies are applicable to all staff members. These Policies are applicable to personnel engaged for conferences and other short term services, to consultants and to project personnel only to the extent that they may be made applicable in their contracts of employment or letters of appointment. It is the responsibility of the supervising staff member to share the relevant provisions with such personnel and not the whole manual in its entirety.

1.10 AMENDMENT AND REVIEW

The policies set forth in this document have been reviewed and as appropriate were approved by the Board of Trustees.

Human Resource policies are reviewed periodically and adjustments are incorporated as deemed advisable by the Director General and the Board of Trustees.

All deletions, additions and modifications to the policies shall be circulated to all staff and to those responsible for the implementation and administration of these policies.

Questions from staff members on policy interpretation, application and procedures shall be addressed to the Manager of Human Resources Unit.

1.11 INTERPRETATION

These terms and conditions of service shall be read subject to and in the context of:

• The ICRAF Charter
• The host-country agreement
• The ICRAF By-laws
• The collaborative country agreements
• Applicable laws of the country where the staff member is based

All appointments made by ICRAF with its employees are subject to these terms and conditions and shall be so interpreted in cases requiring resolution.

1.12 CODE OF CONDUCT

1.12.1 Staff members of ICRAF are considered international civil servants. As such, their interests are not only national but include international dimensions. By accepting appointment, they pledge themselves to discharge their functions and to regulate their conduct with the interest of the Centre primarily in view. Strict adherence to the Code of Conduct is expected of all staff members. All staff members are required to sign a Conflict of Interest declaration, as outlined in Annex I.

1.12.2 Staff members shall avoid any action, and in particular any kind of public pronouncement that may adversely reflect on their status, or on the integrity, independence and impartiality that are required by their status. While they are not expected to give up national sentiments or their political and religious convictions, they shall at all times bear in mind the reserve and tact incumbent upon them by reason of their international status.

1.12.3 Staff members are subject to the authority of the Director General and to assignment by him or her to any of the activities or offices of the Centre. They are responsible to him or her in the exercise of their functions. The Director General shall establish a normal working week. Personal visits and calls during working hours are not encouraged and should be limited.

1.12.4 Staff members are expected to treat other staff members, as well as all other persons with whom they come into contact on ICRAF business, with courtesy, respect, equality and cultural sensitivity. ICRAF promotes diversity and inclusion and prohibits any kind of prejudicial behaviour or harassment on the grounds of religion, sex, race, ethnic origin, health, political affiliation, physical ability or marital status.
1.12.5 No staff member shall be actively associated with the management of or hold a financial interest in any business concern if his or her official position with the Centre would make it possible for him or her to promote the interest of that concern or to derive additional benefits from his or her participation in that concern. Any staff member who deals in his or her official capacity with any matter involving a business concern in which he or she holds a financial interest shall at once disclose the nature and measure of that interest to the Director General.

1.13  OUTSIDE ACTIVITIES AND INTERESTS

1.13.1 Staff members shall not engage in any continuous or recurring outside occupation or employment without the prior approval of the Director General.

1.13.2 Staff members shall not, except in the normal course of official duties and with the prior approval of the Director General, perform any one of the following acts, if such an act relates to the purpose, activities or interests of the Centre. This would however not be required where this happens to be a job requirement.

i. Issue statements to the press, radio or other agencies of public information;

ii. Accept speaking engagements;

iii. Take part in film, photo, theatre, radio or television productions;

1.14  OBLIGATIONS TO SUPPLY INFORMATION

1.14.1 On appointment staff members shall supply the Human Resources Manager with whatever information may be required for the purpose of determining their status for completing administrative arrangements in connection with their appointments.

1.14.2 Staff members shall also promptly notify the Human Resources Manager in writing of any subsequent changes affecting their status under the Human Resources Policies.

1.14.3 A staff member who is arrested, charged with an offence other than a minor traffic violation, summoned before a court of law as a defendant in a criminal
proceeding, or convicted or imprisoned for any offence other than a minor traffic violation shall immediately report the fact to the Director General.

1.14.4 A staff member may at any time be required by the Director General to supply information concerning facts anterior to his or her appointment and relevant to his or her suitability, or concerning facts relevant to his or her integrity, conduct and service as a staff member.

1.15 CONFLICT OF INTEREST

1.15.1 Family may benefit, either directly or indirectly, from their association with an entity which conducts business with the Centre. Furthermore, they shall not allow third parties to benefit improperly from the Centre’s business.

1.15.2 Staff members shall avoid conflict, or the appearance of conflict, between their public duty and private interests. They shall withdraw themselves from consideration of any matter which could place them in a situation of conflict or the appearance of conflict, and shall not participate in any activity which might impair the performance of their official duties and responsibilities.

1.15.3 Private interests are not limited to financial interests or those interests which generate a direct personal benefit to the staff member. They may involve otherwise legitimate private-capacity activities, personal affiliations and associations, and family interests, if those interests could reasonably be considered likely to impair the staff member’s performance of his or her official duties and responsibilities.

1.15.4 Staff members are required to identify and disclose any interests that might conflict or appear to conflict with their official duties (Refer to Annex I[A]). As soon as a staff member becomes aware of, or suspects, a conflict of interest, he or she must disclose the relevant details in writing to his or her supervisor or Director, and to the Human Resources Manager. Any information disclosed in this way shall be treated as confidential.

1.15.5 Staff members whose official duties relate to the investment of the assets/ funds of the Centre or the management of any accounts of the Centre or staff members who have direct access to procurement or investment information need to be particularly sensitive to the potential for conflict or interest in the performance of their official duties and shall be particularly alert to the need to report such potential conflict of interest in accordance with the requirements in paragraph 1.13.4 above.
1.16 **CONFIDENTIALITY, USE OF THE CENTRE’S INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

1.16.1 Staff members shall exercise the utmost discretion in regard to all matters of official business. They shall not communicate to any person, government or other entity any information known to them by reason of their official position which has not been made public, except in the course of the performance of their duties or by authorization of the Director General. They shall not at any time use such information to private advantage and they shall not at any time publish anything based thereon except with the written approval of the Director General. These obligations do not cease upon separation from the Centre.

1.16.2 The Director General shall specify the criteria for the classification of information as confidential; and procedures to be followed regarding the safekeeping, handling, release or disclosure of information so classified.

1.16.3 All right, title and interest, including without limitation, all copyrights and patents, in and to any material produced and invention developed by any staff member or individuals engaged by the Centre, on behalf of the Centre during his or her terms of employment/engagement by the Centre shall vest in the Centre, and no such individual shall have any personal right, title or interest whatsoever therein.

1.16.4 Unless specifically waived or transferred in writing by the Director General, all payments and royalties emanating from the exercise of such rights are the property of the Centre. Refer to the requirements of the Intellectual Property Rights Policy Guideline for more information.

1.17 **ICRAF POSITION ON GIFT OR REMUNERATION FROM EXTERNAL SOURCES**

1.17.1 No staff member shall accept any substantial honour, decoration, favour, gift or remuneration from any Government or any other source external to the Centre, without first obtaining the approval of the Director General or his/her designate. Approval shall be granted only where such acceptance is not incompatible with the terms of these policies and which the individual’s status as an international or national staff member.

1.17.2 The provisions above do not preclude approval of the acceptance of:

i. Academic awards;
ii. Reimbursement of travel and subsistence expenses for activities otherwise authorized

iii. Tokens of a commemorative or honorary character, such as scrolls and trophies.

1.18 MEMBERSHIP OF POLITICAL PARTIES AND POLITICAL ACTIVITIES

1.18.1 Staff members may exercise the right to vote but shall not engage in any political activity which is inconsistent with or might reflect upon the independence and impartiality required by their status as international civil servants.

1.18.2 Membership in a political party is permitted provided that such membership does not entail action, or obligation to act, contrary to the Rules and Regulations of the Centre. The payment of normal financial contributions shall not be construed as an activity contrary to paragraph 1.16.1 above.

1.18.3 In any case of doubt as the interpretation or application of paragraph 1.16.1 above, the staff member concerned shall request a ruling from the Director General.

1.19 IMMUNITIES AND PRIVILEGES

1.19.1 The immunities and privileges attached to the Centre are conferred in the interests of the Centre. These privileges and immunities furnish no excuse to the staff members who enjoy them for non-performance of their private obligations or failure to observe laws and police regulations. In any case where these privileges and immunities arise, the staff member shall immediately report to the Director General, who shall decide, whether they shall be waived. In the case of the Director General, the Board of trustees shall have the right to waive immunities.

1.20 WHISTLEBLOWING

1.20.1 The purpose of this Whistleblower Protection Policy is to ensure that ICRAF functions in an open and transparent manner, and affords protection from retaliation for individuals who report misconduct or cooperate with duly authorized audits or investigations. ICRAF whistleblowing system also
aims to reinforce the organisation’s commitment to its policies, values and behaviours. It provides an alternative channel to other reporting systems to learn of serious problems so that they can be resolved quickly.

1.20.2 Whistle blowing shall be implemented to address a situation that has potential detrimental and serious consequences for the organization or for other employees. An employee who may have information on or be privy to such a situation and sees no other alternative to tackle the situation could have this addressed at an early stage to protect the institution and the employees by bringing the issue to the attention of management. While the policy does not specifically cover ex-employees of the organization, reports received from ex-employees shall be considered for investigation. Members of staff are however encouraged to report any wrongful act whilst still in the employment of the organization.

1.20.3 This policy and procedure aims at offering fair and equitable means to address potentially dangerous actions or situations and carries utmost confidentiality for all concerned. Management cautions that it should not be used lightly or with malicious intent.

1.20.4 It is the responsibility of all staff members and personnel employed by the ICRAF to report violations or suspected violations of the organization’s policies and procedures in accordance with this Whistleblower Protection Policy.

1.20.5 It is also the responsibility of employees to cooperate with duly authorized audits and investigations. No employee, who in good faith reports a violation, shall suffer harassment, retaliation or adverse employment consequences.

1.20.6 Retaliation means any direct or indirect detrimental action recommended, threatened, or taken because an individual engaged in an activity protected by the present Policy. When established, retaliation is by itself misconduct. An employee who harasses or retaliates against someone who has reported a violation in good faith is subject to disciplinary measures.

1.20.7 The protection afforded by this Policy applies to all employees who report failure of one or more staff members to comply with his/her obligation under the Policies and Procedures and Financial Regulations.

1.20.8 The transmission or dissemination of unsubstantiated rumors is not a protected activity. Making a report or providing information that is intentionally
false or misleading constitutes gross misconduct and shall result in appropriate disciplinary action as outlined in this manual.

1.20.9 Employees should share their concerns, questions, suggestions or complaints with someone who can address them properly in a spirit of an “open door policy”. In most cases, an employee’s supervisor is in the best position to address an area of concern. However, if the employee is not comfortable speaking with his/her supervisor or she/he is not satisfied with the supervisor’s response, the employee is encouraged to address the Office of Internal Audit for the purpose of applying the present Whistleblower Protection Policy. Reports of violations or suspected violations shall be kept confidential to the greatest extent possible, consistent with the need to conduct an adequate investigation.

1.20.10 Not with standing the previous paragraph, supervisors and managers are required to report violations or suspected violations to the Office of Internal Audit.

1.20.11 The Office of Internal Audit is, in the first instance, responsible for investigating reported complaints and allegations concerning violations which pose a significant risk to the compliance, efficiency, effectiveness and credibility of the Organisation and, at his or her discretion, shall advise the Director General for follow-up actions to be taken in order to resolve the complaints and allegations.

1.20.12 Anonymous allegations shall only be investigated in exceptional cases such as; where allegations are deemed to threaten the centre’s operations and/or stability.

1.21 DRUG FREE WORK PLACE

1.21.1 ICRAF prides itself in providing a conducive and caring environment for all employees and hosted institutions. Employee health and well-being is paramount, and thus it is the intention of this policy to provide a drug-free environment for ICRAF and its entire staff.

1.21.2 It is not permitted to possess, manufacture, distribute, dispense, acquire, or gain access to any prohibited or controlled substances, including stimulants, antidepressants, narcotics, tranquillizers, hallucinogens, steroids or any local drug. Access to any such substances must be through proper medical advice and recommendation or strictly for scientific experiment.
1.22 SERIOUS ILLNESS AND DISABILITY

1.22.1 ICRAF is an equal opportunity employer that seeks to ensure diversity, equity and fairness in employment and retention of staff by promoting the well-being of all its employees.

1.22.2 Should an employee become inflicted with a long-term, infectious, life-threatening, slow-progressing or other threatening or serious disease or disability, ICRAF shall encourage such an employee to continue working as long as he/she is physically and mentally able to continue to perform assigned duties without further risk to his/her condition or that of other employees.

1.22.3 ICRAF shall not discriminate against any qualified employee or job applicant with regard to terms, privileges and conditions of employment due to the individual’s physical disability. ICRAF shall treat such an individual as any other employee the condition notwithstanding provided that the said individual remains qualified to perform their duties.

1.22.4 ICRAF, however, retains the right and duty to be satisfied that such an individual can indeed continue to perform the duties at the expected performance level. For ICRAF to satisfy itself, therefore, it could become necessary for the employee to provide ICRAF with sufficient information to allow the Centre to make an individualized assessment of his or her capabilities as relates to the specific functions of the respective position the employee holds.

1.22.5 Any employee concerned about the infectious nature of a serious disease of another employee or other person working with or associated with ICRAF’s work should convey this concern to the appropriate supervisor or Human Resources Staff Welfare Officer. Employees who refuse to work with or perform services for a person known or suspected to have a serious disease without first discussing their concerns with a supervisor or human resources personnel shall be subject to the treatment guided by the relevant policies in the Human Resources Policy Manual, and could include termination if necessary.

1.23 INSTITUTIONAL COMMITMENT REGARDING HIV/AIDS

1.23.1 The Centre recognizes that HIV/AIDS is one of the leading constraints to improving the livelihoods of the poor in developing countries. ICRAF is therefore committed to contributing whenever and wherever possible to make
its research, development and education activities relevant to the needs of HIV/AIDS communities and to the ICRAF community. ICRAF shall give explicit consideration to the prevention of HIV/AIDS among its staff and in the communities where it works, to the possibility for agroforestry to contribute to the care of those infected, and to the design and implementation of agroforestry practices that mitigate the negative effects of the disease in affected communities and populations.

1.24 HIV/AIDS POLICY IN THE WORKPLACE

ICRAF adopts a non-discriminatory and humanitarian approach to handling and managing HIV/AIDS in the workplace. Specifically, ICRAF shall:

1.24.1 Foster a spirit of understanding and compassion for HIV-infected and affected staff and ensure that they face no stigma or discrimination as a result of their status or state, and assure them equal opportunities and treatment at the workplace in the execution of their duties.

1.24.2 Raise awareness on HIV/AIDS and encourage its prevention among staff by providing adequate educational and informational materials and promoting the availability of confidential counseling and other support services to staff and their families. ICRAF shall maintain where feasible condom dispensers and supply adequate condoms for use by staff.

1.24.3 Not require pre-employment HIV/AIDS testing as a condition for employment. HIV/AIDS screening for purposes of insurance coverage shall be done only when required by insurers and only with the consent of the prospective applicant. However, it is in the interest of staff to get tested because knowledge of one’s status shall assure that the best possible options are provided for the affected individual. All medical information, including an individual’s HIV status, shall be treated with utmost confidentiality. Employees shall not be obligated in any way to inform ICRAF of their HIV status. Should ICRAF obtain the results of any such testing, those results shall not be used by ICRAF in any way that shall infringe on the rights and privileges of the individual concerned.

1.24.4 Encourage and support staff who opt for voluntary counseling and testing (VCT) by committing to reimburse costs for such services up to four times (once each quarter) per year. ICRAF shall not require the staff member to declare the outcomes of these tests.
1.24.5 Treat HIV/AIDS like any other serious illness such as cancer or malaria. Normal medical benefits and related limitations shall apply. Normal sick leave policy shall also apply. In the event that an individual’s medical condition — as judged by a qualified, registered medical practitioner — deteriorates to the point of preventing them from performing their duties for which they were employed, the provisions of ICRAF’s policy on termination for disability or on medical grounds shall apply.

1.25 HEALTH AND SAFETY

The health and safety of employees is paramount. Therefore all employees are expected undergo health and safety training during the induction period for new appointees and at least once a year for existing employees, to familiarise themselves with basic health and safety rules of the Centre, as provided for in the Health and Safety policy. Counselling services for employees in distress shall be part of the Health and Safety program.

1.26 OFFICIAL LANGUAGE

The official language of ICRAF is English. Use of other languages is permissible while dealing with communication as the need arises.

1.27 CATEGORIES OF STAFF

Staff appointments are classified under two main categories: Regular staff and Other staff working at ICRAF, as further defined below.

1.28 REGULAR STAFF

Regular staff are all staff, who hold full time budgeted positions, regardless of classification, salary, grade or title. Generally staff under this category would have fixed term contracts. The letter of appointment granted to every staff member contains expressly or by reference all the terms and conditions of employment. All contractual entitlements of staff members are strictly limited to those contained expressly or by reference in their letters of appointment. There are three categories of regular staff:

- Internationally recruited Staff (IRS)- Internationally recruited staff shall mean staff recruited through a global search process, with consideration of
appropriate geographical distribution. This category consists of posts requiring a global perspective and appointments are made at C5 and above levels. All internationally recruited posts shall normally be opened for competition.

- **Regionally recruited staff (RRS)** - Regionally recruited staff are recruited from a search that is limited to residents or nationals of a region. The countries that form a given region are defined by the region’s designated in ICRAF’s strategic plan. The selected staff may be employed either in their country of origin or another country in the region. This category of staff is recruited in grades C5 to C6. All regionally recruited posts shall normally be opened for competition.

- **Nationally recruited staff (NRS)** - staff recruited via a selection process to work in the country where they reside as nationals or staff whose recruitment is limited to residents of the specific country in which the Centre has a presence. This category of staff is recruited in grades C1 to C6. All nationally recruited posts shall normally be opened for competition.

### 1.29 OTHER STAFF WORKING AT ICRAF

Other staff working at ICRAF are staff who are recruited to fill one-time assignments established to undertake a particular piece of research or development activity or to assist with a particular administrative matter or project, whose skills are not perceived to be needed by ICRAF on a continuous basis.

Individuals holding such appointments shall be governed by the conditions set forth in their terms of reference (TOR), memoranda of understanding and letters of appointment. However, the general rules and regulations of ICRAF as stipulated in this manual are applicable to them as far as corrective action procedures are concerned.

The definitions of the various other staff working at ICRAF are as follows:

- **Professional consultants** - the term “Consultant” shall mean an individual or a consulting firm or organization, hired to provide additional expertise. The services of a Consultant shall normally be limited to a maximum of six work months in any period of twelve consecutive months. A Consultant shall not normally perform any of the functions of a regular staff member of ICRAF and shall not typically be given any representative or supervisory responsibility. See Annex II on the policy and procedures governing the engagement of consultants.

- **Staff on contract of service** - Contracts of Service are normally for a period not less than 6 months and not more than two years. Staff member on Contract of
Service (COS) are generally in the professional level and may be tied directly to a project and their tenure ends with the project. However, if the project is for a duration in excess of two years, ICRAF shall review the need to convert the Contract of Service to a regular fixed term contract, funds permitting.

- **Cost-free experts (CFEs)** - are persons provided by donor institutions or donor States at no cost to ICRAF to perform specific tasks for which no resources are available within ICRAF. CFE shall not be engaged in a managerial, supervisor, representative, policy-formulating or decision-making capacity or functions that may lead to a collusion between the CFE and the donor, or that may lead to a conflict of interest between ICRAF and the donor. A CFE shall as a rule receive his or her salary and any other compensation or benefits to which he or she may be entitled, directly from the donor. Employment as a CFE does not carry any expectation of renewal, extension or conversion into any other type of contract with ICRAF.

- **Seconded staff** - are professional staff from national institutions or international agencies who are attached to ICRAF for a specified period to work on a specific project or activity as outlined in the secondment agreement signed between the ICRAF and the collaborating institution.

- **ICRAF Fellows** - are a category of staff appointed through processes outside of the normal recruitment provisions. This category includes postdoctoral fellows. ICRAF fellows are appointed for fixed terms of varying lengths, depending on the work being undertaken and the nature of funding available. ICRAF fellows may be appointed directly, that is, without full international search. However, appointment is subject to the recommendation of a duly constituted selection panel, as appointed by the Director General. Post-doctoral fellows are appointed for an initial two year term and may be extended for one more two year term or regularized as deemed appropriate by management. ICRAF fellows are subject to the general rules and regulations of ICRAF as stipulated in ICRAF’s Human Resources Policy Manual.

- **Visiting scientists or fellows** - are professionals with special funding, often through a specific grant or scholarship, to work with ICRAF scientists on a special area of focus. This category of staff also includes scientists on sabbatical arrangements.

- **Trainees** - join ICRAF for individual training opportunities at different levels according to the objective and the duration of the programme, as well as their level of experience. The training is offered at the various research stations and collaborative sites in the Centre’s network. There are four types of trainees:
» **Research fellows** - are researchers or practitioners at partner institutions who require short-term, practical training in specific areas, including laboratory techniques and research and dissemination methodologies;

» **Degree fellows** - are students registered at a university for Master’s or Doctoral degrees. They join an ICRAF programme to work on research projects for a period ranging from 3 to 36 months, depending on their research topics. A degree fellowship leads to submission of a thesis and award of a degree;

» **Students on attachment** - are undergraduates at universities, polytechnics or other institutions who would like to familiarize themselves with hands-on professional experience and exposure for a period of two to six months. A student attachment leads to the submission of a project report as required by the ICRAF supervisor and the student’s academic programme.

» **Interns** - Interns are persons who are authorized to work in ICRAF for a limited time, normally between 3 and 6 months, to gain practical experience in their fields of study or work. The employment of interns is not a means for obtaining additional personnel at little or no cost to ICRAF, for hiring persons who otherwise could not be recruited, or for subsequently obtaining an employment contract in ICRAF. An intern is expected to make a short report on his or her assignment at the end of the internship.

• **Temporary Staff (STAs)** - shall be hired if there is a need of the organization to fill a staffing gap at short notice for a period that is envisaged to last less than six months. Normally, STAs are employed to meet a temporary need due to the absence of regular staff on maternity leave, extended sick leave, or extended special leave; due to a vacancy, pending the filling of the post through recruitment action; due to unforeseen increases in the workload or new activities; or due to conferences or other activities of a limited duration.

• **Casual support staff** - are recruited for a limited time to fill a short-term gap of needed assistance for an unusual increase in work load. Casual support staff are employed on daily/weekly paid wages and shall not be engaged for a continuous period exceeding three months. The applicable minimum daily rates are determined by the local labour laws of the country. The engagement of casuals shall be processed through the respective administration or human resource representative in each location. Refer to Annex II(b) in relation to engagement procedures.

• **Volunteers** - are individuals who join ICRAF for professional experience and exposure for a short period and without remuneration.
1.30 MANAGEMENT OF NATIONAL AND REGIONAL STAFF WORKING OUTSIDE HEADQUARTERS

1.30.1 For nationally and regionally recruited staff outside the ICRAF headquarters or regional offices, ICRAF shall make arrangements wherever possible to ensure that they are recruited by a host institution on a reimbursable-cost basis. The host Centre could be a CGIAR or non-CGIAR entity. Staff members so recruited shall be subject to the rules and regulations of the host institution. Where such arrangements prove impossible or impractical, ICRAF shall recruit its own national staff, who shall remain subject to the ICRAF personnel policies as stipulated in this manual. ICRAF recognizes that employment conditions, and in particular remuneration circumstances, shall differ from one country to another because of laws, customs, employment practices and economic conditions.

1.30.2 The Regional Coordinator is responsible for oversight of all personnel matters in his or her region. However, matters pertaining to staff at grades C5-C8 shall be decided in consultation with the Human Resources Unit and the Senior Leadership Team.

1.30.3 Recruitment of nationally recruited staff in the region’s sites falls under the Regional Coordinator according to the policy guidelines for nationally recruited staff.
CHAPTER 2 - RECRUITMENT AND APPOINTMENT

INTRODUCTION

The appointment, transfer, promotion or termination of staff shall of necessity be geared towards attaining the highest standards of efficiency, competence and integrity.

Equal opportunities policy

Selection of staff members shall be made competitively and without distinction as to race, gender, religion, age or nationality. ICRAF is an equal-opportunity employer. Without prejudice to the recruitment of fresh talent at all levels, regard shall be had in filling vacancies to the requisite qualifications and experience of persons already in the service of ICRAF.

Where it is deemed fit, internal advertisements of vacancies shall be circulated to enable persons already in the service of ICRAF to apply.

2.1. EMPLOYMENT OF FORMER STAFF MEMBERS

ICRAF values the experience and past contributions of former employees. If an applicant previously left the organization in good standing, he or she may be considered for re-employment but shall be required to apply for positions in the same manner as all other applicants according to the recruitment procedures in the Human Resources Policy Manual. Should he or she be successful in the recruitment process, he or she shall be considered as a new employee and shall be subject to all policies, procedures and benefits as a newly hired employee.

2.2. RECRUITMENT

2.2.1. Requests for recruitment action for all established posts shall be sent through Directors to the Human Resources Unit. The requests must be accompanied by a job description (with proposed job title and a grade), a vacancy authorization form (VAF), cost estimate and budgetary code.

2.2.2. On the basis of the information provided, the Human Resources Unit shall review the classification of the post. The Human Resources Unit
shall prepare draft vacancy announcement for clearance by the director concerned. The vacancy authorization form must be approved by the Director prior to the actual commencement of the search process.

2.2.3 All vacancy announcements are posted on ICRAF’s website. Vacancies may be announced in selected newspapers and journals. The Human Resources Unit may use other appropriate means of advertising vacancies. Specific vacancy announcement procedures or candidate prospecting measures may be established, in particular to increase the number of applications from women and candidates from specific countries or regions.

2.2.4 Head hunting: when recruiting for leadership positions and specialised functional and thematic roles – one cannot rely solely on advertisements to find the most appropriate candidates. Thus, direct and targeted searches for such candidates may be conducted through head hunting. If such candidates accept ICRAF’s invitation to apply they shall be placed directly on the short list but must still go through the same formal selection procedures applicable to all other applicants.

2.2.5 The closing date to be established for the submission of applications shall normally be at least one month from the date of issue of the vacancy announcement for posts in the international and regional categories and at least two weeks in the case of posts in the national category.

2.2.6 Candidates applying for an advertised post shall be requested to submit curriculum vitae. They shall also be requested to provide such supplementary documentation as may be required to assess their qualifications and competence. The Human Resources Unit shall register all applications and send applicants an immediate acknowledgement letter.

2.2.7 All candidates not under Regional Coordinator authority shall be referred to the Human Resources Unit. Interviews for such positions shall only be arranged by the Human Resources Unit.

2.2.8 After the closing date of a vacancy announcement, the Human Resources Unit shall prepare a summary of all applications received (name of candidate, nationality, qualifications, and experience) and highlight those that satisfy the requirements set out in the vacancy announcement. Notwithstanding, all applications shall be sent to the division director and/or supervisor for evaluation.
2.2.9 In the interests of organisational stability and staff motivation, commit to the promotion of internal staff whenever such vacancies are available. Additionally, maintain a balance between internal promotion and fresh recruits to promote dynamism.

2.2.10 The Human Resources Unit may include other candidates who have been identified during earlier recruitment processes in consultation with the respective recruiting manager and/or supervisor.

2.2.11 The selection process should include an interview with the candidates to be arranged through the Human Resources Unit. Interviews may be confined to those candidates who appear to be equally qualified for the post in order to provide a better basis for final selection.

2.2.12 References check through a formal process shall be done by Human Resources Unit prior to confirming an offer of employment. The names of referees shall be provided by the candidates. References should highlight both the professional and personal characteristics of the candidate.

2.2.13 In cases of senior staff appointment, confidential reference seeking is a valid part of the process. However, the candidates must be informed in advance that this forms part of the selection process and that they have no objection.

2.2.14 All vacancies for positions should ideally be filled within six months for IRS positions and four months for NRS positions. If not, a review of the recruitment process must be conducted by HR Unit.

2.3. APPOINTMENT

2.3.1 The power of appointment of staff rests solely with the Director General except for those national staff in the regions, for whom the Regional Coordinator has been, delegated this responsibility. In the case of positions of Deputy Director General and Directors, the Director General shall make recommendations to the Board of Trustees for concurrence on a no objection basis. The appointment of the Director General rests with the Board of Trustees.

2.3.2 No commitments for appointments shall be made before the Director General has taken a decision. The appearance of such a commitment shall be carefully avoided. Communications and consultations on personnel matters with any authorities or persons outside ICRAF may only be undertaken by
2.3.3 A Selection Panel shall be nominated in consultation with the appointing Division to make recommendations for appointments in each case of recruitment. The Selection Panel shall normally comprise five persons ensuring gender representation in the panel, as follows:

- Three staff members identified by the appointing division, which shall include the supervisor of the post
- The Human Resources Manager or a representative.
- A member of the staff association

2.3.4 In all cases of recruitment, the Human Resources Unit shall prepare upon receipt of the shortlist a dossier including all relevant details concerning each applicant. The dossier shall be circulated to all members of the Selection Panel.

2.3.5 The Selection Panel shall seek to make its recommendations for appointment by consensus.

2.3.6 Any potential conflict of interest between panel members and potential staff must always be explored and avoided. It is also the responsibility of the panel members to declare such conflict of interest where it is not apparent to other members of the panel.

2.3.7 The Human Resources Unit shall submit the recommendations of the Selection Panel to the Director General for decision. If no agreement can be reached the matter shall be referred to the Director General for decision.

2.3.8 The grade at which selected candidates are appointed depends on their qualifications and working experience. An appointment may be made, in particular if the selected candidate does not meet all requirements of the post, at a lower grade.

2.3.9 All appointments of candidates are usually made at entry level of each grade. If there are circumstances to justify an exception, this may be authorized by the Director General.

2.3.10 Medical Examination on Appointment- All appointees are required to undergo a medical checkup by a recognized Medical Officer/Service Provider upon
taking appointment. All information pertaining to the medical examination is strictly confidential.

2.3.11 ICRAF shall reimburse the cost of pre-employment medical examination, as stipulated in Annex III.

2.4 NATIONALITY

2.4.1. The Director General shall not recognize more than one nationality for each staff member for purposes of repatriation and home leave.

2.4.2. When a staff member has been legally accorded nationality status by more than one State, the staff member’s nationality shall be the nationality of the State with which the staff member is, in the opinion of the Director General, most closely associated and declared.

2.4.3. A staff member who intends to change his or her nationality shall notify the Director General of that intention.

2.5 EFFECTIVE DATE OF APPOINTMENT

2.5.1. Appointment of internationally recruited staff takes effect from the date of commencement of travel to the duty station and shall not exceed two working days. The staff member must report for duty on the third day following the travel period. Nationally recruited staff shall report as per appointment date where their homebase is in the same location as the duty station and one working day for travel to duty station

2.6 DURATION OF APPOINTMENT AND PROBATIONARY PERIOD

2.6.1. ICRAF operates in an increasingly dynamic external environment; requiring flexibility in the Centre’s staffing policies. ICRAF has no endowment or other sources of long-term permanent funding and therefore cannot guarantee tenure. However, within its operational framework, ICRAF makes every effort to provide continuance of employment to staff with commendable performance.

2.6.2. All regular contracts shall normally be issued on a fixed term basis, normally not exceeding three years. Contracts renewal is based on programmatic needs, performance and availability of funds.
2.6.3. Employees shall serve a probation period on initial appointment. The length of the probation shall be established based on the duration of the appointment as follows:

- 1 year contract – 3 months’ probation
- 2 years and more – 9 months’ probation
- ICRAF shall be guided by the local labour laws in relation to the probation period for nationally recruited staff.

2.6.4. Employees on probation may have their appointment terminated by either party by giving 28 days’ notice in writing (or payment in lieu of notice at the discretion of ICRAF). The notice can be given at any time and can expire at any time. In this case, the staff member shall be paid for only the period worked for ICRAF. For staff entitled to the moving allowance on appointment this benefit shall apply on termination during the probation period, as well as staff whose appointment has been terminated before the end of the probation period will not be paid the employers pension contribution.

2.6.5. Confirmation of the appointment of the staff member depends on satisfactory completion of the probation period, as evaluated by the supervisor and approved by the relevant director. Extension of the probation period for another six months or less maybe decided upon if further assessment is needed before confirmation. Cases of termination of service while staff is under probation shall be referred to the Director General.

2.6.6. During the probation period staff members are entitled to the full package of benefits and allowances as per their letter of appointment.

2.6.7. During the probationary period, performance objectives must be agreed with the employee and documented. The employee’s performance and conduct should be monitored and regular feedback and support should be given.

2.6.8. Probationary reviews shall be conducted by the supervisor and the results communicated to the staff member. The final probationary evaluation shall typically be one month before the end of the probationary period. The staff member’s performance and conduct shall be reviewed by the supervisor, who shall then make a formal, written recommendation to the Director General for confirmation of staff member. If the recommendation is approved, the staff member shall be confirmed in writing to the end of the agreed contract period. A copy of the completed post probation evaluation, together with
written communication indicating the approval shall be given to the HR for
information, action and record.

2.6.9. Where the probationary evaluation indicates a need for improvement, the
probation period may be extended for a period not exceeding six months.
The staff member shall be informed in writing, explaining the reason for the
extension and detailing the improvements.

2.6.10. If improvement in performance is not achieved, then management may use
its discretion and terminate the contract within the provisions of this Human
Resources Policy Manual.

2.6.11. The probation period for nationally recruited staff shall be set out in the
letter of appointment and at the discretion of ICRAF, taking into account the
local labour laws, the local market and practices, and where applicable, in
accordance with the established practices of other CGIAR Centres located in
the country.

2.7  INDUCTION PROGRAM

All newly appointed employees shall undergo a three month induction program for
the purpose of enabling them to integrate into the organisation and into their job
roles. The direct line supervisor shall be responsible for drawing up the induction
plan in consultation with Human Resources. Primarily, the induction program shall
consist of:

• Meetings with various functional units to familiarise the new appointee with the
organisation,

• Meetings with the supervisor to clarify on the job role and expected
deliverables

• Meetings with Human Resources to provide information on ICRAF’s vision,
mission, organization structure, health and safety matters and any other
matters pertinent to the appointee’s assimilation into the organization.

• Relevant site visits and campus tours

• A review with the direct supervisor at the end of the three month period shall
conclude the program.
2.8 APPOINTMENT OF RELATIVES

2.8.1. ICRAF is an equal-opportunity employer and is committed to providing employment opportunity and development regardless of gender, ethnic origin, race, age or religion. Therefore, the Director General may approve the appointment of a relative of a staff member provided that the selection is made competitively and following the express procedure that:

- They meet the position’s specifications;
- They meet ICRAF’s standard of being the best available professional for the position, nationally or worldwide, as the position may demand;
- They shall not be supervised by or report to the relative, nor shall the relative report to or be supervised by them.
- They declare their familial relationship to the existing staff member
- They shall not work together in the same department (especially within a finance function). One shall not audit/assess the work of the other

2.8.2. In the event that staff members marry while in ICRAF employment, neither spouse shall supervise the other. This might entail transferring either or both spouses to comparable positions.

2.8.3 When two or more staff members in an immediate-relative relationship live together in the same household at their assigned duty station, the salary, benefits and allowances shall be provided as follows:

- Full base salary to each, depending on position to which they are appointed;
- Full retirement contribution to each based on basic salary;
- Full life insurance and cover for accidental death, dismemberment and disability to each;
- Annual leave to each;
- Home leave travel to one;
- Travel on initial appointment to one, if both are eligible for travel;
- Family medical insurance to one;
- Education allowance to one;
• Housing allowance to one;
• Cost of living allowance to each;
• Assignment grant, moving, relocation & repatriation allowances to one if both are moving.

2.9 TRAVEL ON INITIAL APPOINTMENT

2.9.1 ICRAF provides assistance to international and regional staff to relocate from their home base to the duty station. The travel allowance on initial appointment is not applicable for international or regional staff members already based at the ICRAF duty station. This allowance is not transferable to other persons or benefits or convertible to cash.

2.9.2 ICRAF shall provide staff members and dependants accompanying them to their duty station with economy-class travel normally by the most direct and economical route, from either the location of recruitment or their home country to the duty station on first appointment, or from one duty station to another. Air tickets for recruitment and appointment travel shall be purchased by the ICRAF Travel Office upon the request of the Human Resources Manager.

2.10 MOVING ALLOWANCE

2.10.1. ICRAF provides assistance to international staff members serving outside their home country and to nationally recruited staff assigned to duty stations outside the commuting distance of their residence to move their household effects on appointment, transfer of duty station, termination of contract, redundancy or death.

2.10.2. This assistance is provided with the firm understanding that no other employer or organization is providing such assistance. In such situations, ICRAF’s allowance shall be reduced by the amount contributed to moving costs by the other employer, but would not be less than the amount indicated in Annex IV.

2.10.3. For internationally recruited staff, the entitlement is a non-accountable flat amount. In the case of a transfer from one duty station to another, the moving allowance shall be the same as that specified in Annex IV.
2.10.4. Nationally recruited staff who transfer from one duty station to another within a country are entitled to a non-accountable amount as well (refer to Annex IV).

2.11. ASSIGNMENT AND RELOCATION GRANT

2.11.1. Newly appointed international and regional staff members serving outside their home country, staff members who are transferred, and staff being repatriated are entitled to a reasonable cash amount for costs incurred as a result of appointment (assignment grant) or repatriation (relocation grant), which shall be paid on a lumpsum basis. The staff member shall receive a lumpsum payment, as specified in Annex XVII.

2.11.2. If the spouse or partner of the staff member is employed by an organization at the same duty station and benefitted from the payment of an Assignment Grant of which the staff member benefitted then ICRAF’s allowance shall be reduced by the amount contributed by the other employer.

2.11.3. Once the staff member arrives at the duty station, the Human Resources Unit shall arrange for the immediate payment of the entitled Assignment Grant.

2.11.4 The staff member shall be responsible for payment and arranging his/her own accommodation at the duty station. However, the Human Resources Unit shall provide guidance and support to the staff member in the sourcing of suitable interim accommodation. These costs will be borne by staff using the Assignment Grant.

2.12. FLEXIBLE HOURS, WORKING FROM HOME AND PART-TIME EMPLOYMENT

2.12.1. Flexible hours

2.12.1.1. ICRAF recognizes that for certain positions continuous staff presence in the office is not always mandatory. In such cases and at ICRAF’s discretion and for such periods to be determined in writing by ICRAF, staff may be allowed to work flexible hours. Staff members who may wish to exercise this option must submit a request in writing to their immediate supervisor. These requests should specify the reason for the request, the proposed new hours, the period, and how the duties shall be
carried out without jeopardizing the staff member’s professional output and ICRAF’s objectives. The supervisor must ensure that the stipulated working hours are adhered to and performance is not jeopardized.

2.12.1.2 The approval in writing of individual arrangements rests with the relevant immediate supervisor and the supervisor’s director, in consultation with the Human Resources Manager. A review is necessary every six months to assess the staff member’s output during the period the staff member is on flexible hours. The following conditions shall apply:

i. There shall normally be no special assistance from ICRAF for transportation, equipment or other services to the staff member who has been authorized to work from home;

ii. The staff member must ensure that he or she is available in the office during specific hours to attend meetings and various appointments requiring his or her presence and for official assignments.

2.12.2. Working from home

Staff may request in writing for written approval from supervisors to work from home if and when the need arises. Working from home may be authorized on the basis of the same conditions specified for flexible hours. A review is necessary at the discretion of ICRAF and for such periods as may be determined by ICRAF to assess the staff member’s output during the period the staff member is working away from the office. The following conditions shall apply:

i. There shall be no special assistance from ICRAF for transportation, equipment and possibly other facilities to staff members who have been authorized to work from home;

ii. Staff members must ensure availability in the office to attend meetings and various appointments requiring their presence in the office and for official assignments.

2.12.3. Part-time employment

2.12.3.1. Staff may request that their regular employment contracts be reduced to less than 12 months in a year to enable them to pursue individual interests for personal growth during their tenure with ICRAF. These reductions shall not normally exceed 6 months of the normal 12 working months in a year.
Such arrangements may be authorized in writing on the basis of a request that clearly specifies that:

i. There is a valid reason for the request;

ii. Part-time work shall not be an impediment to the normal functioning and delivery of the expected output;

iii. Proper supervision and control of professional output against indicators shall be maintained;

iv. The arrangement is limited in time;

v. The period of absence does not coincide with important institutional events, such as, but not limited to, the annual programme review and the Board of Trustees meeting;

vi. Part-time employment shall not be granted to staff who are on fixed-term employment for a period of less than two years;

2.12.3.2. During the period of part-time employment, payment of salary, allowances and benefits will be made on a prorated basis to reflect the staff time applicable.

2.12.3.3. ICRAF also reserves the right to, with reason, request that a staff member’s employment contract be reduced to a period not less than six months of the normal 12 months in a year. The same conditions of service above shall apply.
CHAPTER 3 - REMUNERATION

INTRODUCTION

ICRAF has adopted a one-staff personnel structure designed to assure staff that their place in the ICRAF structure (indicated by the position, title, salary, and other benefits that they enjoy) is fair and rational, and that ICRAF is treating all staff in a manner that is internally equitable and externally competitive. Such a structure ensures the possible progression and mobility of staff within job categories and from one job category to another.

The remuneration package for international staff posted worldwide shall be internationally competitive and as defined in the letter of appointment.

The remuneration package for nationally recruited staff shall be established taking into account the local market and practices, in accordance with the established practices of other CGIAR centres located in the country, and shall be competitive based on the local salary surveys.

The grading structures and related remuneration packages for national staff at all levels are defined on a country-specific basis. Assistance is provided by the Human Resources Unit to develop and monitor the packages for staff in each country, and to sustain consistency and fairness across borders.

3.1. CLASSIFICATION OF POSTS AND STAFF

The Director General shall make appropriate provision for the classification of posts and staff according to the nature of the duties and responsibilities required.

3.2. COMPETITIVENESS, SIMPLICITY, BASIC NEEDS COVERAGE

3.2.1. ICRAF’s policy is to remain competitive in the selected markets in terms of total remuneration. In places where the market for comparison is very small, ICRAF shall offer an attractive but reasonable basic salary, plus the basic benefits usually provided by local employers.

3.2.2. Staff benefits are a means to help staff feel secure and fairly treated in the institution. However, because of ICRAF’s limited administration facilities, the overall benefits package needs to be kept as simple as possible to administrate.
3.2.3. In each country the appropriate level of medical benefits shall be arrived at so as to ensure that the health concerns of staff and their dependants are reasonably addressed.

3.2.4. The ICRAF pension plan and severance pay should be determined at each location in such a way as to secure the future of our employees. Severance pay shall not be disbursed annually as a bonus payment.

3.2.5. Adequate insurance must be provided so that work-related accidents or death are properly covered.

3.2.6. Lastly, an education allowance (separate or rolled into salary) shall be provided when circumstances indicate that this is a conventional local practice.

3.2.7. The benefits package should be comparable to that of other similar employers, and it should conform to the local laws. As a guideline, any additional allowance on top of the benefits mentioned in this manual should be considered or implemented only if it is compulsory by local labour laws.

3.2.8. Comprehensive salary and benefits surveys shall be conducted regularly (normally every three years) to ensure the competitiveness of our remuneration packages. Where no salary survey is available, information on market tendencies and relevant inflation rates shall be considered as indicative factors for review of salary grades. However, ICRAF’s overall salary programme is not indexed to the movement of prices in either the home or the host country, the price movement at any duty station, or the world movement of exchange rates.

3.2.9. Remuneration packages shall be established and reviewed according to local markets and practices and where possible in accordance with the practices of other CGIAR centres located in the various countries.

3.3. METHOD OF PAYMENT

All salary payments are made by direct deposit to staff personal bank accounts unless otherwise specified.

No loans or salary advances are provided by ICRAF except under exceptional circumstances approved by the Director General.
3.4. **EXCHANGE RATES**

ICRAF does not accept responsibility for the impact of international exchange rates on the payments it makes to its staff.

3.5. **SALARY POLICY IN LEVEL CHANGES DUE TO PROMOTION**

3.5.1. Promotion shall mean the advancement of a staff member to a post of a higher grade normally as a result either of reassignment following a competition, or reclassification of the post to which he/she is assigned. Any staff member shall be entitled to be considered for promotion as a result of the reclassification of the post to which he/she is assigned, provided he/she has the required qualifications and his/her performance is satisfactory.

3.5.2. Notwithstanding item 3.5.1 above, if an occupied post is reclassified from the NRS category to the RRS or IRS category, the post shall be announced to the staff members and selection for that post shall be on a competitive basis, subject to conditions to be determined by the Director General. The staff member occupying the advertised (reclassified) post may be granted an acting allowance, in accordance with the provisions of the Acting Allowance policy.

3.5.3. Without prejudice to the recruitment of fresh talent, staff in service shall be given reasonable promotion possibilities.

3.5.4 The Director General shall appoint a Promotion Review Panel, whose membership shall comprise of the following:

- At least one SLT member
- A representative of HRU
- A representative of Staff Association

3.5.5. All promotions shall be reviewed and either approved or dis-approved, and salary grades proposed by the Promotion Review Panel.

3.6. **ACTING ALLOWANCE**

3.6.1. Staff members shall be expected to assume temporarily, as part of their customary work and without extra compensation, the duties and responsibilities of higher level posts.
3.6.2. A staff member who is called upon to assume the full duties and responsibilities of a post at a level clearly recognizable as higher than his or her own for a temporary period of three consecutive months or more may be granted an acting allowance. This allowance shall not be factored into gross pay for purposes of pension or post-adjustment allowance.

3.6.3. Acting allowance shall not be paid for standing in for short periods or for a lateral move.

3.6.4 In the event that a staff member in the NRS category is required to serve in a higher level post in the IRS category, or when a staff member in any category is required to serve in a post which is classified more than one level above his or her level, the allowance shall be paid from the date upon which the staff member assumes the higher duties and responsibilities.

3.6.5. Only in exceptional cases shall an acting allowance be paid for a period exceeding 12 months. It is expected that during such an extended time frame either a replacement shall be recruited for the vacant post or the acting staff member shall be considered for regularization or confirmation in the position.

3.6.6. The Director General shall establish the method of computation for the payment of an acting allowance, taking into account where relevant, the local labour laws, and the local markets and practices. The monthly rate applicable to international and regional staff and above is reflected in Annex VI.

3.7. **OVERTIME COMPENSATION**

3.7.1. Overtime is any amount of time worked in excess of the legal work week of the country in which ICRAF operates in any calendar week beginning Monday and ending Sunday.

3.7.2. Overtime shall be granted only when there is no other practical means of completing the work. Only nationally recruited staff in non-professional staff grades (C1 & C2) are entitled to payment for overtime. Overtime for which compensation is requested shall have advance authority and approval from the immediate supervisor. Each supervisor is responsible for implementing the overtime policy for their respective units, approving overtime hours and justifying overtime expenses. Overtime will only be approved after considering the current workload, staffing levels; the overtime budgeted for,
the duration of the overtime, the recurring need for overtime and adequacy of the budget. Employees eligible for overtime shall not claim overtime pay unless the overtime had been approved in writing or online beforehand.

3.7.3. Overtime shall be paid for in the same or the next pay period after which it is earned.

3.7.4. The following shall not be counted as hours worked for purposes of determining the time worked or overtime:

i. Normal commuting time to and from home and work, whether the employee works at a single, fixed location or has different duty stations. The time spent travelling from home to the assigned duty post and back each day is excluded from hours counted for purposes of determining overtime;

ii. Meal time;

iii. Other time away from the duty post when the staff member is not required to conduct official business.

3.8. SALARY ADVANCES

3.8.1. Salary advances may be made to staff members:

i. In cases where staff members do not receive their regular pay cheques through no fault of their own, in the amount due;

ii. Upon separation from service, where final settlement of pay accounts cannot be made at the time of departure, subject to the advance not exceeding 80% of the estimated final net payments due;

iii. In cases where new staff members arrive without sufficient funds, in such amount as the Director General may deem appropriate.

3.8.2. Salary advances other than those referred to above shall be liquidated at a constant rate as determined at the time the advance is authorised, in consecutive pay periods, commencing not later than the period following that in which the advance is made.
3.9. **Retroactivity of Payments**

A staff member who has not been receiving an allowance, grant or other payment to which he or she is entitled shall not normally receive retroactively such allowance, grant or payment unless the staff member has made written claim within one year following the date on which the staff member would have been entitled to the initial payment.

3.10. **Deductions and Contributions**

3.10.1. The contribution to the Pension fund shall be carried by the organization and not be deducted from the payments due to each staff member.

3.10.2. However, deductions from salaries and other emoluments may also be made for the following purposes:

   i. For contributions other than the Pension fund for which provision is made under the Human Resources Policy Manual;

   ii. For contribution to the medical scheme;

   iii. For indebtedness to ICRAF;

   iv. For indebtedness to third parties when any deduction for this purpose is authorised by the Director General.

3.11. **Merit Increases**

3.11.1. The Director General shall establish a reward system by which the performance of staff members is regularly assessed in order to make the best possible use of Human Resources and to contribute to the development of staff members. Merit increases shall be granted to staff on the basis of performance as defined through the performance management process.

3.11.2. The reward system shall be based on the performance of staff members. The system shall also incorporate non-financial rewards, which include recognition, responsibility and personal growth, as well as the following measures:

   i. In specific cases, the Director General or the Director of Division may recognise a staff member’s performance in writing;
ii. All increases in remuneration shall be communicated to staff in writing after the performance management process has been completed and the Board has approved the level of increases recommended by management.

3.12. ALLOWANCES

3.12.1. Dependants' education allowance

3.12.1.1. To be eligible for the education allowance, a dependant shall be a child aged three or older attending full-time pre-primary, primary or high school. This benefit is valid for up to four dependants. The allowance shall be discontinued at graduation from high school or the age of 19, whichever comes first. There shall be no addition of younger dependants, after previously approved dependants come off the allowance, that is, each staff member is allowed support for a total of only four dependants during their tenure with ICRAF.

3.12.1.2. Employees are required to file a statement on a prescribed form available from the Human Resources Unit at the beginning of each school year attesting to the existence, name and age of each dependent child, and the name and location of the school they are attending. The actual reimbursable costs are outlined in Annex XIV.

3.12.1.3. ICRAF shall provide parents who elect to educate their children with special needs at home with a non-accountable education allowance to cater for special education needs for the home schooling. Home schooling is defined as the provision of an equivalent to formal education to eligible dependent children in a non-school setting and preferably at home.

3.12.1.4. For nationally recruited staff at each location, the home schooling education allowance shall be established taking into account the local labour laws, the local markets and practices, particularly those of other CGIAR centres operating in such countries.

3.12.2. Transport

3.12.2.1. At headquarters, ICRAF currently offers bus transport to and from office to all nationally recruited staff from grades C1 through C4, on designated routes served by the staff transport providers. The staff transport situation
at outreach stations is determined according to local practices and hosting institution rules where applicable.

3.12.2.2 When personal vehicles are used for official ICRAF mission, reimbursement shall be made to the staff member as provided for in the travel policy. No reimbursement shall be made for personal vehicles used for commuting to work.

3.12.2.3 Official vehicles shall not be used for personal purposes.

3.12.3 Uniforms

All employees who are required to wear uniforms shall be provided with the appropriate attire. These shall be determined by the Human Resources Unit.

3.13 Benefits

As ICRAF does not always have direct control over the changes that may take place in insurance contracts that support its benefit packages, and as ICRAF does not accept responsibility for the administration of the contracts or the decisions that may arise from them, staff members shall make themselves fully aware of the provisions of these contracts. Staff members shall need to make a number of coverage choices and also designate beneficiaries, all of which are important considerations that should not be made without seeking competent advice and counsel. ICRAF’s Human Resources Unit shall strive to be of assistance but is not qualified to give legal or financial advice.

3.13.1 Benefits for national staff

National staff shall be entitled to the following where applicable to their location:

i. Education allowance for dependants

ii. Medical

iii. Pension

iv. Insurances

v. Group transport for grades C1- C4
3.13.2 Benefits for regionally recruited staff

i. Post-adjustment allowance — a post-adjustment allowance shall be provided based on considerations related to the regional nature of the position;

ii. Insurance — the local insurance cover shall be extended to the individuals and eligible dependants;

iii. Pension — as applicable to all Internationally Recruited Staff;

iv. Travel on initial appointment — this entitlement shall apply as per current policy;

v. Lumpsum assignment grant upon initial appointment (refer to Annex XVII)

vi. Lumpsum relocation grant upon separation (refer to Annex XVII)

vii. Moving allowance - if posted away from the home base, the staff member shall be entitled to a moving allowance as stipulated in Annex IV;

viii. Annual leave — annual leave shall be accrued at the rate of 2.5 days per month or 30 working days per year;

ix. Home leave travel — if posted away from the home base, staff shall be entitled to home leave travel by the most direct air route for the staff member and eligible dependants in each full year of service;

x. Dependants’ education — this shall be specific to each location and shall be established by the Human Resources Unit with input from regional human resources representatives;

xi. House allowance — as per Annex XII;

xii. Security allowance — as per Annex XIII;

xiii. Repatriation travel — ICRAF shall cover travel expenses for staff and eligible dependants on return to the home base, plus repatriation of personal effects. No other benefits such as excess baggage, accompanied airfreight etc.

All other benefits apart from those listed above shall apply as per the Human Resources Policy Manual.
3.13.3. Pension

3.13.3.1 Employees begin participating in the retirement plan on the first day of their employment. However, enrolment to the plan shall be done only after successful completion of the probationary period. If the employment is terminated during the probationary period, no accruals shall be paid.

3.13.3.2 Contributions to the pension plan shall be made on a monthly basis except for months in which no salary is paid. No pension contributions shall be provided for employees over 65 years of age.

3.13.3.3 The plan year is 1 January to 31 December of each year. Records for each participant to whom annuities have been issued are maintained by the calendar year. ICRAF or the fund manager (AIARC, for internationally recruited staff, or Generali, for national staff) sends each account holder a report of premiums and benefits summarizing the status of the holder's retirement accounts as of 31 December each year.

3.13.3.4 No tax payment shall be made to any country, authority or jurisdiction on behalf of any staff in the pension plan. Therefore it is the responsibility of a staff in registered in the pension plan to be properly acquainted with the applicable regulations, laws, and so on, of the jurisdiction in which they are residents or citizens. ICRAF assumes no responsibility or liability for taxes or other concerns that may affect a retirement plan staff.

3.13.4. Termination benefits

If the service of a staff member is terminated, the following are granted by ICRAF:

i. Pension benefits, except in a summary dismissal or probation period;

ii. Separation payment except in a summary dismissal;

iii. Repatriation travel for staff and eligible dependants, if applicable;

iv. Repatriation of household effects, if applicable.

Staff must take unutilised leave days before their departure date as unused leave days are not monetised.
For termination on the basis of unacceptable performance, the period of notice applicable for resignation shall apply. Further details are given under ‘disciplinary action’.

3.13.5. Separation payment

ICRAF provides a separation payment to assist staff who have completed their assignment with ICRAF to resettle in their new location and/or profession. This is payable only after completion of two years of continuous satisfactory service and is computed on the basis of one month’s basic pay at the current salary level for each completed year of service, up to a maximum of six months of basic pay. Where separation is by gross misconduct warranting summary dismissal, staff will forfeit this benefit unless authorized by the Director General.

3.13.6. Life and personal accident insurance

ICRAF shall provide life and personal accident insurance covers to all subject to such terms and conditions as stipulated in the insurer’s documentation.

The life insurance benefit is available only in the event of the death of a staff member. The personal accident benefit is available if a staff member is involved in an accident and/or dies from injuries sustained from an accident.

Staff to communicate with the Human Resources Unit and refer to relevant insurance documentation for further information.

3.13.7. Health concerns

3.13.7.1 ICRAF reimburses staff members for the cost of inoculations declared by the National Health Authority as required at their duty station for the staff member and authorized dependants, as well as for the cost of prophylactic medicines when these are recommended.

3.13.7.2 In addition ICRAF reimburses for the cost of an annual medical examination, if the Human Resources Unit is notified in advance of the medical examination. The cost shall not to exceed that of the pre-employment medical examination. All expenses shall be reimbursed (except time and travel) upon presentation of receipts from an approved medical practitioner for a medical examination at a frequency of once per year for staff over 40 years, and once every two years for staff under 40 years.
3.14. EMERGENCY MEDICAL EVACUATION

Emergency medical evacuation is intended for cases that an approved medical practitioner has advised cannot be dealt with within the country of the duty station. All staff members and their eligible dependants residing at the duty station are eligible for return travel and associated costs to the nearest place where the necessary facilities exist. Authorization for medical travel can only be granted by the Director General or a delegate, and only upon the written recommendation of an approved medical practitioner.
CHAPTER 4 - CONDITIONS OF WORK AND LEAVE

4.1. HOURS OF WORK

4.1.1. All staff are expected to devote the time and energies necessary to fulfil the requirements of their appointment. ICRAF offices open and operate on a schedule that adheres to the customs and practices at the office’s location. To facilitate staff interaction and work, it is expected that staff will be available during these hours, and if not, that the directors shall know where they can be reached.

4.1.2. The work week typically comprises 37.5 hours beginning Monday and ending Friday, with the HQ official working hours running from 08:00 to 16:30 hours with one hour of lunch break. The lunch break is strictly one hour between 13:00 and 14:00 hours.

4.1.3. If for any unforeseen reason a staff member is unable to report for duty it is their responsibility to notify their supervisor no later than 12:00 hours on the day of the absence of their inability to report to work. A leave form must be completed accordingly as soon as the staff member resumes work.

4.1.4. Breaks for private purposes need appropriate authorization by the responsible supervisor in advance. The time taken for such breaks does not count as time worked and should be made up by the staff member at a time mutually agreeable to the staff member and the responsible supervisor.

4.2. OFFICIAL HOLIDAYS

4.2.1. Staff members are entitled to enjoy the national holidays of the country to which they are assigned, plus important religious holidays of their faith. If the religious holidays are not gazetted, members would need to seek the prior approval of their supervisor, should they wish to observe those days. The total should not exceed 5 official holidays per year.

4.2.2. Staff on mission travel shall observe the holidays of the location they are visiting during the course of their travel and not the holidays of their duty station during that period. Staff on home leave or vacation shall be regarded as observing the holidays of their assigned duty station not the holidays at the location of the vacation or home leave.
4.3. Leave

4.3.1 Approval and reporting of leave

4.3.1.1 Leave approval should be requested and obtained from the supervisor on the appropriate leave application form normally at least 10 working days before the leave is expected to commence. Managers/supervisors are responsible for ensuring proper leave management.

4.3.1.2 The Human Resources Unit shall notify staff members of the balance of their leave at the beginning of each calendar year, and whenever a staff member requests, and shall update and make available the employee’s leave record showing every type of leave granted and taken by the staff member.

4.3.2 Annual leave

4.3.2.1 The purpose of annual leave is to enable staff members to relax from their work and to recharge mentally and physically through new and varied experiences.

4.3.2.2 Annual leave is accrued at the rate of 2.5 days per month or 30 working days per year, and may be taken only when authorized, although personal circumstances and preferences of the employee shall as far as possible be considered in approving leave. It may be taken in half days, full days or periods exceeding one day, but not smaller portions.

Annual leave accrues during:

i. normal working days
ii. annual leave
iii. public holidays
iv. certified, paid sick leave
v. compassionate leave and special leave with pay
vi. paid maternity leave
Leave does not accrue during:

i. unpaid leave
ii. uncertified sick leave
iii. unpaid sick leave
iv. unpaid maternity leave
v. unpaid paternity leave
vi. study leave whether paid or not

4.3.2.3 Travel time to the home base is part of the vacation and not part of the working time.

4.3.2.4 Sickness during annual leave interrupts the leave, but to qualify as sick leave rather than annual leave all sick days need to be supported by certification by a medical doctor.

4.3.2.5 ICRAF may declare general leave for one or more days, in which case the accrued annual leave of all staff members shall be reduced by that number of days.

4.3.2.6 All annual leave accrued during a year should be taken the same year. In cases where a staff member is unable to take part of the annual leave during the year, the maximum number of leave days that may be carried over to the following year is 10 working days.

4.3.2.7 If an employee dies, payment in respect of the unused portion of the annual leave is made to his or her estate.

4.3.3 Compassionate and special leave with pay

4.3.3.1 Compassionate leave days are provided in addition to annual leave up to a maximum of seven working days in any one calendar year. Compassionate
leave may be authorized by the director (on recommendation of the immediate supervisor) where an employee is required to attend to an urgent personal matter or for immediate family bereavement.

4.3.3.2 For staff posted outside of their home country, the Director General shall approve travel costs associated with compassionate leave limited to least-cost economy airfare for one round trip for normally either the staff or one designated member of the family.

4.3.3.3 Any staff member participating in national sporting or cultural events on behalf of their country may be granted special leave with pay to a maximum of 12 working days in any one year, provided that a formal request for the release of the employee has been made by a duly authorized official of a national sporting authority.

4.3.4. Compensatory leave for mission travel

Staff who are compelled to travel on mission over weekends (Saturdays and/or Sundays) may take one day off immediately upon return to their station or within the month of their return to their station depending on work demands and agreement with the supervisor. This is to allow them to attend to pending urgent personal issues. This one day is neither transferable to the next month nor can it be accumulated or added to leave days.

4.3.5. Sick leave

4.3.5.1 Any absence from duty should be notified to the supervisor by 12:00 hours on the day of such an absence. Absence from duty on account of illness for more than three consecutive days must be supported by a medical certificate from a qualified medical practitioner attesting to the illness. When an employee claims illness during a vacation, all days of the illness must be attested to by a medical practitioner.

4.3.5.2 An employee is entitled to 30 days sick leave per year with full pay and 15 days with half pay. Vacation days and severance pay accrue during certified and paid sick leave.
4.3.6. Maternity leave

4.3.6.1 A female staff member who has worked for ICRAF for at least 1 year is entitled to maternity leave up to a maximum of 3 months on full pay. The maternity leave may commence three weeks before expected date of delivery and end generally nine weeks after delivery.

4.3.6.2 Female employees who have not served at ICRAF for 12 months are entitled to be away from work for a maximum of 3 months for maternity purposes. ICRAF shall pay salary and allowances for only two months for employees in this category.

4.3.6.3 Additional leave beyond three months to care for an infant child may be requested for as unpaid leave. No leave or benefit shall accrue during unpaid maternity leave.

4.3.6.4 When applying for maternity leave the employee must submit a medical certificate from a qualified medical practitioner stating the expected date of delivery. Before the employee returns to work from maternity leave, a medical certificate from a qualified medical practitioner is required attesting to their fitness to return to work.

4.3.7. Paternity leave

4.3.7.1 A male staff member who has worked for ICRAF for at least one year is entitled to paternity leave on full pay immediately prior to or on the day of the birth a child, for a maximum of five days per year. This leave is not part of the annual vacation period.

4.3.7.2 The staff member shall be responsible for travel and other costs incurred during paternity leave. Staff shall be required to attach a copy of the notification of birth to their leave request.

4.3.8. Adoption leave

ICRAF staff shall be allowed to take up to a maximum of five days to follow adoption proceedings and care of their adopted child (ren). Staff shall be required to attach a copy of the adoption court proceedings to their request for adoption leave.
4.3.9. Leave without pay

4.3.9.1 Unpaid leave may be granted in writing at the discretion of the Director General when a staff member wishes to interrupt service with ICRAF for professional or exceptional personal reasons. Staff members may proceed on such leave upon receiving approval in writing. Eligibility for unpaid leave is generally limited to staff members who have rendered at least two years of continuous service to ICRAF.

4.3.9.2 The maximum period of leave without pay shall not exceed six months for nationally recruited staff and one year for professional staff for the entire period of employment with ICRAF.

4.3.9.3 During the period of special leave without pay, staff members are not entitled to their salaries or their allowances or benefits, with the exception of medical insurance, which remains intact but at the staff members’ expense. Leave without pay shall not be deemed to be continuous service for computing termination benefits of staff members or accrual of leave days.

4.3.10. Home leave

4.3.10.1 Internationally recruited staff and Regionally recruited staff shall be granted home leave once every year. A staff member shall be eligible for home leave provided the following conditions are fulfilled:

i. While performing his or her official duties the staff member continues to reside in a country other than that of which he or she is a national;

ii. The staff member’s service is expected to continue at least six months beyond the date of his or her commencement of any proposed home leave;

4.3.10.2 The country of home leave shall be the country of the staff member’s declared nationality, subject to the following terms, conditions and exceptions:

4.3.10.3 The place of home leave of the staff member within his or her country shall be, for the purposes of travel and transportation entitlements, the place which the staff member had the closest residential ties during the period of his or her most recent residence in the home country.
4.3.10.4 In exceptional circumstances, the change in the place in the country of home leave may be authorized, under conditions established by the Director General.

4.3.10.5 Home leave may be taken, subject to the exigencies of service and at any time during the calendar year in which it falls due.

4.3.10.6 A staff member may be required to take his or her home leave in conjunction with travel on official business, due regard being paid to the interests of the staff member and his family.

4.3.10.7 Travel of eligible family members shall be in conjunction with the approved home leave of the staff member, provided that exceptions may be granted if the exigencies of the service or other special circumstances prevent the staff member and his or her family members from travelling together.

4.3.10.8 In exceptional circumstances, the Director General may approve an alternate place of home leave, based on special circumstances of the staff member and provided that the cost would not exceed the cost of travel to his or her home country.

4.3.11. Eligible family members

Eligible family members, for the purposes of official travel, shall be deemed to comprise spouse and those children recognized as dependants.
CHAPTER 5 - STAFF DEVELOPMENT

5.1 PERFORMANCE MANAGEMENT

5.1.1. Performance management principles

5.1.1.1 The purpose of the staff performance management is to contribute to enhanced productivity of staff by a clear statement of objectives and appreciation of achievements in relation to the Centre’s Strategy and Annual Programme of Work and Budget.

5.1.1.2 The performance evaluation process shall be an on-going and open process finalized once a year. The supervisor shall coach, monitor and evaluate performance of staff throughout the year. The performance evaluation discussion is a specific opportunity for the staff member and supervisor to summarize the whole year’s achievements, discuss the opportunities and difficulties in the year, identify the strengths and areas of improvement of the employee and set objectives for the following year.

5.1.1.3 Differences in level of performance exist, and these shall be identified as specified on the performance management form and the detailed guidelines of the process.

5.1.1.4 It is the responsibility of management to determine the distribution of the outcomes from the performance management process. Recognition shall be accorded to all staff whose performance is rated highly, and development opportunities identified for staff with such needs.

5.1.1.5 Where it is deemed fit by the management, letters of commendation and/or awards may be issued to employees whose performance is rated highly, in order to encourage such performance throughout the organisation.

5.1.2 Performance management process

5.1.2.1 Each employee shall receive a job description that specifies in generic terms the responsibilities, skills and minimum qualifications of the position.

5.1.2.2 The objectives for the year shall be defined jointly by the employee and the supervisor upon recruitment and then annually during the course of the
performance evaluation exercise, in accordance with the job description. The objectives could be reviewed in the course of the year to adjust to changes in the context of the activity.

5.1.2.3 Feedback on the employee’s performance shall be sought from various people the employee serves or works with (where applicable) to ensure that a fair assessment is made (360-degree evaluation).

5.1.2.4 The performance evaluation form shall be filled out by the employee and the supervisor, duly signed by both and the line of management, and forwarded to the Human Resources Unit. The performance evaluation form provides information on the level of performance achieved by the staff member in a number of criteria, reflecting the results achieved and the way they were achieved. The evaluation exercise includes the establishment of agreed plans and objectives for the year ahead. This evaluation is a comparison in absolute terms of performance towards objectives.

5.1.2.5 The performance evaluation ratings shall be reviewed by an independent ad hoc evaluation panel, appointed by the Director General, to determine ranking and to ensure fairness by comparison of performance rating across administrative units. According to the category of staff, the composition of the panel varies in order to ensure sufficient knowledge or overview of considered performance and equitable representation of the administrative units. However it shall typically comprise of five members, including a representative from the Staff Association and from the Human Resources Unit. The panel shall inter alia, ensure that overall distribution of ranking is appropriate, and in accordance with management guidelines and taking into account the relative importance of the evaluation criteria in the different jobs.

5.1.2.6 Overall performance results shall be reviewed and finalized by the panel. Staff members shall receive written feedback of their performance evaluation ranking, and reward, if any. In case of under or consistent poor performance, the staff shall be subjected to one of the following based on the level of deterioration:

i. Performance improvement plan

ii. Coaching

iii. Mentoring

iv. Identified specific training
5.2 STAFF DEVELOPMENT AND TRAINING

5.2.1 Training and career development for ICRAF staff under the Centralized Development Fund

5.2.1.1 ICRAF recognizes that its people are the key to the successful achievement of the Centre’s mission. Training and staff development are directly linked to ICRAF’s output that is the successful achievement of the goals and objectives as laid out in ICRAF’s Strategic Plan. The Staff Development Fund Policy identifies three key areas for staff development:

i. organizational development needs
ii. staff development needs
iii. individual training

5.2.1.2 All staff are eligible to benefit from the fund based on the identified needs of the institution and individual needs as expressed in the performance assessments and determined between the supervisor and the staff member (See Annex VII) for Staff Development Fund guidelines)

5.2.2 Conditions

5.2.2.1 Staff members who fail to complete an approved training or development course, or who leave the Centre before completing one full year of service after completing a major development programme may be required to reimburse ICRAF for the costs associated with their training. Where relevant, any such conditions attached to the training shall be jointly agreed on between the staff member and the supervisor before commencement of the training programme.

5.2.2.2 Other types of staff training are as follows:

i. Programme-oriented employee development — Programme-oriented supplementary education or training is implemented when the respective supervisor and regional coordinator consider it beneficial for the total project result. Training need is identified
primarily during performance appraisal but could be identified at any time during the tenure of an employee as need arises. During this type of training employees receive their normal salary and benefits, and the time and training expenses are included in the project budget.

ii. **Education refund programme**— Employees who take non-degree courses on their own time can be reimbursed (subject to availability of funds) after completing the course, provided the course is very relevant to their job at ICRAF. To receive the 75% refund on tuition, employees must have advance approval in writing before taking the course and must meet grade or attendance requirements.

iii. **Personal employee development** — This category of training allows employees to pursue training or education to realize their personal career development goals, but not necessarily directly relating to or required for their responsibility at ICRAF. ICRAF approval is required before such training is undertaken, but ICRAF’s contribution normally amounts to granting of unpaid leave as prescribed in Annex VII of this Human Resources Policy Manual.

5.2.2.3 Approval of training and development requests by the supervisor shall be at ICRAF’s discretion and shall be based on funding availability, the needs and priorities of ICRAF and the staff member’s past performance.

5.2.3. **Study leave**

5.2.3.1 Study leave may be granted to staff to raise their level of professional qualifications and to help them acquire new knowledge, skills and experience. Staff on short-term contracts are not eligible for study leave.

5.2.3.2 Study leave is not granted as a right, a reward of past service, or a termination benefit. It is a privilege based on strong and effective service to ICRAF and on the firm commitment by ICRAF and the staff member to enhance his or her effectiveness in contributing to the Centre’s mission, and dedication to that mission. The investment shall therefore be recovered from staff members who have had a study leave if they leave ICRAF of their own accord within one year from the time they return to active duty.

5.2.3.3 The study programme must have a clear and direct relationship with the overall direction of ICRAF’s programme and goals as well as with the staff
member’s responsibilities within ICRAF. Study leave is approved in writing at the discretion of the Director General.

5.2.3.4 Study leave is limited to six months. It can be for formal academic study, research, writing, observation and experimentation, secondment to an ICRAF-related institution, special skills courses, or participation in a ‘think tank’. The leave is worthy of consideration if it upgrades the staff member’s capacity to significantly improve ICRAF’s effectiveness in addressing its mission.

5.2.3.5 Additionally nationally recruited staff shall be granted an extra five days of leave per year to sit exams with professional bodies. To qualify for this leave, the programme of studies should be approved in advance in writing. Further leave for study purposes shall be deducted from the annual leave entitlement.

5.2.3.6 To be eligible for study leave the staff member must have completed at least three years of service with ICRAF.

5.2.3.7 A staff member on approved study leave may, at the discretion of the Director General, receive the salary and some benefits for the duration of the leave, plus costs relating to travel to and from the place of study, tuition fees, research expenses, and other expenses necessary to carry out the approved programme or such portion of it as is deemed advisable. Whenever possible, effort shall be made to obtain grants and funding from external agencies. Earned and unused annual or local leave may form part of the study leave awarded. No leave shall accumulate during the study leave period.

5.2.4. ICRAF staff working towards a higher degree

ICRAF management supports staff working towards their higher degree under the following conditions:

i. That the staff has completed two years in service

ii. The proposed work is part of ICRAF’s research agenda and can be expected to remain a consistently important priority;

iii. The staff member’s supervisor and head of the relevant unit agree that the pursuit of the higher degree is in the interest of the region or research project;
iv. Funding has been secured that shall allow completion of the course requirements;

v. The candidate is able to secure funding to cover any costs not covered by ICRAF, such as registration, supervision or attendance fees;

vi. The candidate and supervisor understand that:

• Starting work towards a higher degree does not commit ICRAF to providing resources or continued employment to allow it to be completed;

• Completion of the higher degree shall not necessarily lead to promotion or job reclassification;

• This policy is regarded as a privilege and not a right.

5.3 Professional associations

5.3.1. Membership and participation in professional associations and their events are a potentially important means to achieve staff development goals and to widen the reputation of the Centre. ICRAF shall therefore assist professional staff members with the payment of dues to professional associations that have direct relevance to the staff members’ profession or to their responsibilities at ICRAF, up to the maximum annual amount as set in Annex VIII.

5.3.2. ICRAF recognizes that it is important for professional staff to keep abreast of developments in their professional area and encourages staff to actively participate in professional meetings.

5.3.3. Staff members who have been invited to present a technical paper on a subject with direct connection to their ICRAF responsibilities may have their travel and expenses covered by ICRAF, at their director’s discretion, as would be appropriate for an ICRAF-authorized mission trip.

5.3.4. In situations where the staff member has been requested by ICRAF to attend a professional meeting for official purposes, the attendance shall not be charged against their vacation time. In so far as practical, staff members and their directors, or those delegated on their behalf, should anticipate travel needs and combine them with necessary mission trips.
CHAPTER 6 - STAFF ASSOCIATION

6.1. The primary purpose of the Staff Association is to safeguard the rights and promote the interests and welfare of all members of staff. The Staff Association should inform the Director General of the wishes and views of the staff on all questions of concern to it. In doing so the Staff Association is ultimately furthering the aims of ICRAF.

6.2. The ICRAF Staff Association (ISA) represents the interests of all staff working for ICRAF, whether located at headquarters or in any of the regions. All members of staff are members of the association, except those who have specifically opted not be members.

6.3. The association constitutes its general body and elects an executive committee. At least one meeting of the general body takes place every calendar year, but other meetings may be called occasionally by written requests to the Director General. The executive committee meets when necessary and meets regularly with the Human Resources Unit.

6.4. The Staff Association is governed by the requirements and rules of procedure under the ICRAF Staff Association Charter.

6.5. The management of ICRAF values the mechanisms through which it may be appraised of staff ideas and concerns about the direction and operation of the Centre, of which each staff is an important part. Such mechanisms also permit staff members to bring to management’s attention, in an orderly fashion, problems and concerns that affect staff working conditions. Therefore, management encourages staff members to participate in the staff association to interact with ICRAF’s management. While democratic in design and nature, the staff association does not share management’s decision-making role but rather plays an important advisory role. The methods of the association’s operation and its responsibilities are established in the ICRAF Staff Association Charter.
CHAPTER 7 - TERMINATION OF EMPLOYMENT

Termination of employment is effected when either party chooses to discontinue the employment relationship. ICRAF reserves the right to terminate employment of an employee at any time during the contract period. The established period of notice or payment in lieu of notice shall apply.

Separation from service by ICRAF may be initiated by either the employer or the employee. Separation from service may be due to but not limited to retirement, disability, unacceptable performance, unacceptable conduct and behaviour, redundancy, funding constraints, end of a project, donor decisions, resignation, death, change in project focus, move to a new geographical location, or by cause.

7.1. CERTIFICATION OF SERVICE

Any staff member who so requests shall on leaving the services of ICRAF, be given a statement relating to the nature of his or her duties and the length of service.

7.2 CAUSES OF TERMINATION

7.2.1 Resignation

A professional staff member (grades C3 to D2) resigning from ICRAF must give a minimum notice period of three months in writing. A nationally recruited non-professional staff member (grades C1 to C2) resigning from ICRAF must give a notice period of one month in writing. The notice period can be reduced by mutual agreement in writing.

7.2.2 Expiration of fixed-term Appointments

An appointment for a fixed term shall expire automatically and without prior notice on the expiration date specified in the letter of appointment. Staff shall not be entitled to indemnity payment in the event of such a contract coming to an end.

7.2.3 Retirement

Staff members shall retire at age 65, and their employment shall automatically end on the last day of the month in which they turn 65. In accordance with ICRAF’s
retirement policy, retirement may be deferred beyond the age of 65 to a maximum of 70 years, if approved in writing by the Director General.

7.2.4 Unacceptable performance

A staff member’s employment may be terminated after two consecutive 'unacceptable performance' evaluations, as described in the performance management form, if the staff member has been made aware of the situation, put on an improvement plan — developed by the immediate supervisor and the director with the support of the Human Resources Unit — and given an opportunity to correct the situation. Employment may also be terminated by giving a 28 days' notice (or salary in lieu) for unsatisfactory performance if performance does not improve after a six-month improvement plan.

7.2.5 Termination by cause

An appointment may be terminated for unacceptable performance or unacceptable behaviour, including dishonesty or disciplinary reasons. In the case of summary dismissal, no notice of termination shall be given, separation pay shall not be paid and employer’s pension contribution shall only be paid if such employee has completed five years of pensionable service.

7.2.6 Termination by notice

The employee’s employment may be terminated at any time by either the employee or ICRAF. In such circumstances, either party shall give three months written notice to that effect or by either party paying the other three month’s salary in lieu of such notice (or one month for grades C1 to C2).

7.2.7 Termination on disability or on medical grounds

7.2.7.1. In the event that a staff member can no longer carry out assigned responsibilities because of continuous illness or serious disability due to an accident or illness, whether incurred before or during employment with ICRAF, and after exhaustion of all entitlements to leave days and sick leave, ICRAF reserves the right to terminate the staff member’s contract on medical grounds.

7.2.7.2. Nationally recruited staff whose services are terminated through disability on medical grounds shall be given a notice period as established and
reviewed according to the local labour laws and practices and, where possible, in accordance with the practices of other CGIAR centres located in the various countries.

7.2.7.3. For internationally recruited staff, the contract of an internationally recruited staff member shall automatically end when the staff member is placed on the disability insurance plan.

7.2.8 Death

The employment contract shall automatically lapse at the end of the month of the demise of the staff member. Any pending benefits and payments shall be made to the beneficiary nominated by the staff member, according to the record on the beneficiary form on file with the Human Resources Unit.

7.2.8.1 Death while working in the home country

   i. In the event that no beneficiary has been nominated, then the pending benefits and payments shall be made in accordance with the provisions prevailing in the local labour laws of the country.

   ii. The funeral expenses and transportation costs for personal effects of the staff member shall also be covered based on the staff member’s entitlement as stipulated in Annex IX.

7.2.9 Redundancy

7.2.9.1. ICRAF’s changing business environment makes flexibility in employment structure a necessity. ICRAF continually evaluates the cost-effectiveness and productivity of its business and makes appropriate changes to the organizational structure. As a result there may be times when workforce reduction or job elimination is necessary. Such reasons include but are not limited to reorganization to improve operational and functional efficiency, changes in the strategic agenda and reduction in donor funding.

7.2.9.2. The Director General shall establish an appropriate review process to determine how any such changes shall affect individual positions.

7.2.9.3. In case of redundancy, employees to be declared redundant shall be given as much advance notice in writing as possible but not less than 6 months
for Internationally Recruited staff and 3 months for nationally recruited staff or as per local labour laws

7.2.9.4. In determining workforce reduction or job elimination levels, management shall endeavour to apply objective criteria as follows:

i. The relative contribution of a position to ICRAF’s mission, objectives and outputs (that is whether the position is essential or desirable);

ii. ICRAF’s comparative advantage in carrying out the functions of a particular position;

iii. The relative efficiency or effectiveness of a position with regard to modifying factors such as physical location, infrastructure or quality of collaborators;

iv. ICRAF’s internal capacity in a given discipline or professional field relative to its core mission or operational needs. Some positions may become redundant due to merging or pooling of positions while retaining the essential functions;

v. Improvements in office or laboratory technology (for example, information technology) that make a position redundant;

vi. The potential for carrying out essential functions more efficiently through outsourcing, consultancies or partnership arrangements.

vii. Ensuring that consideration of the Gender and Diversity staffing goals and their application is maintained.

7.2.9.5. The criteria used to determine any redundancy package are: Provision for statutory minimum requirements as per relevant host country laws, ICRAF Human Resources policy and procedures manual; and host organization’s human resources policy manual.

7.2.10. Eligibility

The separation package defined below pertains to all ICRAF staff, except where country-specific provisions dictate, in which case the country-specific labour laws
shall apply. For internationally recruited staff, the severance notice period shall be no less than six months.

7.2.11. Notice period

7.2.11.1. Staff shall normally continue to serve through their notice period. They shall be paid their monthly remuneration as stipulated in their letter of appointment during this period. Should ICRAF management decide that the employee need not serve through the notice period, ICRAF shall pay the staff the equivalent months in lieu of notice. If ICRAF does not make such an offer and the employee does not wish to serve through the notice period, he or she shall owe ICRAF the cash equivalent of the notice period that is stipulated in their letter of appointment, and such amounts may be deducted from their terminal dues.

7.2.12. Leave

Staff shall not receive monetary compensation for any unutilised leave at the end of the notice period, as per clause 4.3.2 of this manual.

7.2.13. Pension

7.2.13.1. The agreement on staff pensions is between the pension fund providers and ICRAF. To qualify for the scheme one has to be an employee of ICRAF. The pension contribution is based on the monthly base salary.

7.2.13.2. Pension scheme participants who leave the employment of ICRAF may select to receive a lump sum payment of their total pension contribution or to receive it at the normal retirement age of 65 years. The money shall continue earning interest at the same rate as for other insured persons still in the service of ICRAF.

7.2.13.3. After termination of employment it is not possible to continue the pension contribution as an individual, for the following reasons:

- There is no contractual agreement between the pension fund providers and the individual;
- The pension fund providers or ICRAF shall have no way of recovering the administration charges;
There is no guarantee of regular contribution from a former employee.

7.2.13.4. Staff who do not wish to withdraw the funds from the pension scheme upon redundancy need to advise the Human Resources Unit of this as soon as possible, so that the Unit shall instruct the pension fund providers (where applicable) to retain the funds plus interest until such a time as the staff member officially withdraws from the fund. Payment shall be in either US dollars or the local currency.

7.2.14. Additional support due to separation

**Counselling:** ICRAF shall arrange for employment separation counselling for staff declared redundant. Counselling shall focus on retirement and family relationships, management of stress, how to search for employment opportunities suitable for the skills one has acquired, how to plan for and start a business and how to access business support services.

**Placement services:** ICRAF hosts a number of institutions that from time to time call on it to recruit staff for them. Management shall consult with these institutions and provide curriculum vitae of staff who leave ICRAF with a request that they be considered and given priority should a job opportunity arise. However, ICRAF does not guarantee employment by these institutions.

Management shall also consider affected staff along with others to provide services that ICRAF outsources.

If staff declared redundant are subsequently placed in other positions within ICRAF before the end of the notice period, then ICRAF shall not pay out the separation package.

**Re-applying for jobs at ICRAF:** Staff who depart due to redundancies are encouraged to apply for positions advertised by ICRAF that fit their skill area and experience. Management shall welcome applications of those affected by staff adjustment for positions that fall vacant within ICRAF. Staff shall be considered as internal candidates for these positions for up to the end of the year when redundancies occur, that is, management shall consider the suitability of these staff first (in terms of their qualifications, experience and performance) before hiring from the outside market.
CHAPTER 8 - GRIEVANCE AND CORRECTIVE ACTION POLICY

8.1. GRIEVANCE RESOLUTION AND APPEAL PROCESS

8.1.1 ICRAF believes that staff members have a right to express their dissatisfaction with situations pertaining to them and should receive fair treatment in all such matters. The organisation shall provide an enabling environment for staff to put forward issues and expect resolutions.

8.1.2 This policy addresses situations where staff are aggrieved or discontented with work-related issues, disciplinary measures or issues that may adversely affect their performance.

8.1.3 The Director General shall establish administrative machinery with staff participation to advise him or her, based on the policies and procedures of ICRAF, in case of any appeal by staff members against an administrative decision on him or her.

8.1.4 A grievance is defined as a request by an employee for review (appeal) of a decision made by the supervisor or manager or an injury, injustice or wrong that gives ground for a complaint. The aim of the procedure is to settle the grievance at its point of origin and to apply the principles of natural justice (procedural fairness).

8.1.5 Before a formal grievance begins, staff members are encouraged to discuss the issue with their line managers. Line managers are expected to have an open discussion with their staff in an attempt to reduce grievances.

8.1.6 A firmly established principle of natural justice is that no person should be condemned unheard or without recourse to defense. It is this process to be heard that is the subject of the rules of natural justice or procedural fairness. The three principles of procedural fairness are:

   i. The hearing rule requires a decision maker to give an opportunity to be heard to a person whose interests shall be adversely affected by the decision;
ii. The bias rule requires a decision maker to be disinterested or unbiased in the matter to be decided on;

iii. The no evidence rule requires that a decision be based on evidence.

8.1.7  In summary, every respondent to a complaint has the right (where there may be detriment arising from the resolution of that complaint) to be heard and to present provable evidence and submissions in his or her cause, and the opportunity to be heard promptly by an impartial decision maker.

8.1.8  Employees are encouraged to discuss problems with their supervisors first, because supervisors can often resolve these problems. Employees who have differences with their supervisors or co-workers may seek help from another staff member or the Human Resources Manager.

8.1.9  If an employee approaches a supervisor or a co-worker with a work-related problem, the co-worker or the supervisor should listen carefully, discuss possible solutions and follow through to ensure action is taken. If need to investigate arises, the supervisor should promptly inform the employee of this and if the allegation is against the supervisor, HR shall inform the staff. If there is delay, the employee should be kept informed about the status and reasons for the delay.

8.1.10  An employee not satisfied with the answer provided can approach the Human Resources Manager.

8.1.11  The final decision on a formally lodged grievance must be formally communicated to the staff with a copy to with HR Unit.

8.1.12  Management shall not give attention to any grievance received from an anonymous source or sources. However, all staff who feel aggrieved are encouraged to report the grievance following the grievance resolutions procedure set out in this policy manual.

8.1.13  Any aggrieved staff member can bring their case directly to the attention of Human Resources Manager in cases where it may be difficult to go through the line manager.

8.1.14  For staff reporting to the Director General, grievances handling may be taken up with the Board.
8.1.15 All matters pertaining to grievances shall be handled with utmost confidentiality. The formal grievance resolution procedure is appended in Annex X.

8.2 CORRECTIVE ACTION GUIDELINES

All employees are expected to meet performance and attendance standards and to follow laid down work procedures. In most cases employees who fail to perform as expected are given a warning directing corrective action, and an opportunity to improve. Employees are usually given at least two written warnings before termination, except in cases of serious misconduct or unacceptable conduct, which results in summary dismissal. These cases shall be discussed in the next section (See Annex X for corrective action procedures).

8.2.1. Supervisor’s responsibility

8.2.1.1. To set performance standards, communicate them in writing to employees and ensure that they are met. Employees should have a clear understanding of their goals and responsibilities. The supervisor should let employees know when they are doing a good job and when improvement is needed.

8.2.1.2. To begin corrective action at the first sign that an employee is not meeting performance standards. Corrective action is usually a progressive process, beginning with informal verbal counselling. If the problem continues, corrective action may proceed to written formal warnings. At this point the supervisor may consult the Human Resources Manager at headquarters for further guidance.

8.2.1.3. To document each step in the corrective action process. Informal counselling sessions and their outcomes should be logged in the employee’s personal file. Formal warnings should be documented in a memo.

8.2.3.4. To consult the Human Resources Manager at headquarters after giving two warnings before taking further action.
8.2.2. Before taking corrective action

8.2.2.1. The objective of taking corrective action is to turn around performance by identifying causes and solutions. Before beginning taking corrective action, the supervisor should consider these questions:

i. Does the employee have a written job description and a performance plan?

ii. Does she or he have a clear understanding of what is expected, including work standards, policies, procedures and priorities?

iii. Would training help?

iv. Does the employee feel comfortable discussing work problems with you?

8.2.2.2 Corrective action shall also be applied for unsatisfactory attendance, tardiness, failure to follow procedures and work disruption. When a problem surfaces, the supervisor should not ignore it or postpone counselling. With the supervisor’s help, an employee can be motivated to overcome and resolve the problem. A private setting should be chosen, the employee should be asked for a solution, and her or his commitment (See Annex X for corrective action procedures).

8.2.2.3. Information about actions leading to corrective action measures may be shared openly with staff, and opportunity to change shall be provided in as much as the situation allows.

8.2.2.4. Corrective action shall be commensurate with the unsatisfactory or unacceptable performance or conduct and may, though it need not, be progressive. The type of corrective action may be of one or more of the following types. However as a mandatory minimum, clauses 8.2.2.5 and 8.2.2.6 must be implemented before moving to clause 8.2.2.8 or 8.2.4., Clause 8.2.3 may be implemented as required.

8.2.2.5. Verbal reprimand or warning: A verbal warning is given to employee by the immediate supervisor in the first instance of what the supervisor considers to be a minor offence. The employee’s supervisor shall provide the employee with a verbal reprimand or warning pointing out unsatisfactory performance or conduct that needs to be corrected. The supervisor shall specify the needed improvement with a warning to the employee that failure to improve may result in further corrective action.
8.2.2.6 Written reprimand or written warning (without improvement plan): A written warning shall be given by the Human Resources Unit to the employee in the first instance of what the supervisor and the Human Resources Unit consider to be a serious offence or after repeated instances of minor offences. The employee’s supervisor shall provide the employee with a written reprimand or written warning pointing out the unsatisfactory element of performance or conduct that needs to be corrected. A copy shall be sent to the Human Resources Unit for placement in the employee’s personnel file. Meetings between an employee and his or her supervisor, in consultation with and attended by a Human Resources representative, may be required. Proceedings of such meetings shall be documented and kept on file.

8.2.2.7. If the desired change in performance or conduct is not achieved after implementing the verbal and written reprimand or written warning, then the supervisor can proceed with implementing one of the remaining types of corrective action. Before implementation, these next actions must be reviewed and approved by the next level of management in consultation with the Human Resources Unit.

8.2.2.8. Written reprimand or warning (with improvement plan): An employee may be placed on an improvement plan may at the time of issuance of a written reprimand or written warning or at any time thereafter, upon the recommendation of the employee’s supervisor in consultation with the Senior Leadership Team and the Human Resources Unit. A written notification shall be provided to the employee by the Human Resources Manager and a copy placed in the employee’s file. The written notification of the period of the improvement plan shall contain a description of the necessary behaviour and attitudes that the employee must meet within the specified period. If the employee fulfills such requirements within the specified period, documentation to such effect shall be given to the employee by the Human Resources Manager through the supervisor and a copy placed in the employee’s file.

8.2.3. Suspension with pay during investigation and disciplinary proceedings:

8.2.3.1. Circumstances necessitating this action may include, but are not limited to, when the situation requires investigation by ICRAF to verify an employee’s questionable conduct or performance. In such circumstances the employee shall be placed on suspension with pay for a period not exceeding six months. Subsequently the employee shall be notified in writing by the
Human Resources Manager of the process, the conclusion reached as a result of the investigation and any further action that shall be taken with respect to the employee.

8.2.3.2 If a suspension pursuant to clause 8.2.2.5 is without pay and the charge of misconduct is subsequently not sustained, any salary withheld shall be restored.

8.2.4. Suspension without pay

8.2.4.1. In circumstances that call for the immediate restriction of an employee from execution of job duties, the employee may be suspended from work without pay for a period not exceeding six months. Circumstances necessitating this action may include, but are not limited to, potential risk to the employer, co-workers or the public, or the employee’s inability to satisfactorily discharge assigned duties. The use of paid time benefits (such as sick leave, vacation time, etc.) shall not be permitted during the period of suspension without pay.

8.2.4.2. The employee shall receive a written notification from the Human Resources Manager through the supervisor of the suspension without pay, along with a statement of the reasons for which such action is based. After investigation the Human Resources Manager shall communicate the outcome of the investigation through the supervisor. This shall occur when the conditions and requirements for resolving the behavioural or performance issue are met. A copy of the communication shall be placed in the employee’s file.

8.2.5. Further corrective action

8.2.5.1. If despite previous warnings an employee still fails to attain the required behaviour or the performance standards in a reasonable period of time, it may become necessary to consider further corrective action. The action may be - Termination - this may be defined as the discontinuation of service either voluntarily by the employee or involuntarily following termination of contract by the employer.

8.2.5.2. The disciplinary process shall be finalized within two weeks after the employee has had an opportunity to appeal to the Human Resources Manager.
### Situation | Action needed
--- | ---
A discipline problem | Informal warning, counsel the employee verbally, set a time limit for improvement and note the informal warning and date in the personal file.

Improvement after informal warning | Informal discussion with employee to acknowledge improvement. Note this in the personal file.

No improvement after informal warning | Formal warning — meet with the employee to discuss the problem and give the employee a formal warning in a memo.

Improvement after formal warning | Acknowledge improvement and note that sustained improvement is expected.

Failure to improve after formal warning | Meet with employee, give the employee in writing a probation period (up to six months) within which to improve or he or she shall face termination.

Successful completion of probation period | Acknowledge improvement with insistence that the improvement must be sustained.

Problem recurs | Terminate service following the procedures under the section on separation — termination.

### 8.3 DOCUMENTATION

8.3.1. Each warning must contain the following information:

i. the problem

ii. details of previous warnings

iii. expected results

iv. the time limit for improvement

v. the consequence of failure to improve

8.3.2 All warning communication must be signed by the relevant authority and as far possible shall be hand delivered to the employee. Copy of warning communication shall be given to HR unit.
8.3.3. The process outlined here is a guideline and not a substitute for a supervisor’s evaluation. It is extremely important that there be consistency in applying standards, issuing warnings and making termination decisions. At the same time, every employee or situation is different, so the regular progressive approach may not always be appropriate, especially for disruptive or recurring problems.

8.4. TERMINATION ON DISCIPLINARY GROUNDS

8.4.1. The employment of an employee shall be terminated where there is a valid disciplinary reason for such termination connected with capacity or conduct of employee, or based on the operational requirements of the undertaking. Before termination for disciplinary reasons, an employee shall be provided an opportunity to defend herself or himself against any allegations made.

8.4.2. Disciplinary action falls under two categories: unacceptable performance and unacceptable conduct.

8.4.3. Supervisors should determine the category under which the issue falls before making a recommendation for disciplinary action. Under no circumstance should a supervisor take disciplinary action without proper cause. If disciplinary action is necessary, a supervisor should tell the employee about such action and give the individual a written warning providing:

i. Specific description of the violation and reference to ICRAF’s procedure, policy or institution that prohibits it;

ii. Findings concerning any past warnings or actions taken for similar violations;

iii. Disciplinary action being taken;

iv. Warning about the disciplinary steps that may be taken if the situation recurs;

v. Description of the type of change required and the assistance available.

8.4.4. Correction and improvements by an employee after disciplinary action in the case of unacceptable performance should be noted in the employee’s
file. The supervisor must monitor whether the employee maintains satisfactory performance over a significant period. Where there is no marked improvement and dismissal is recommended, the supervisor responsible must record in detail in the discipline history form all events and circumstances leading to the employee’s dismissal.

8.4.5. In the case of unacceptable conduct, the supervisor recommends the case to the Human Resources Unit for a decision on termination or summary dismissal. The final decision on the case is made by the Director General or in the case of nationally recruited staff by the regional coordinator, as the Director General’s designate, on the basis of the determination of the validity of the recommendation by the supervisor.

8.4.6. Due Process

8.4.6.1. No disciplinary proceedings may be instituted against a staff member unless he or she has been formally notified of the allegations against him or her, as well as the right to seek assistance in his or her defence of another staff member or the representation of Staff Association, and has been given reasonable opportunity to respond to those allegations.

8.4.6.2. No staff member shall be subject to disciplinary measures until the matter has been referred to a Disciplinary Panel, as appointed by the Director General, for advice as to what measures, if any, are appropriate, except that no such advice shall be required:

8.4.6.3. If referral to the Disciplinary Panel is waived by mutual agreement to the staff member concerned and the Director General;

8.4.6.4 In respect of summary dismissal imposed by the Director General in cases where the seriousness of the misconduct warrants immediate separation from service.

8.4.6.5. The staff member shall be entitled to receive relevant reports, documents and recommendations, pertaining to any investigation and the deliberations of the panel.

8.5. SUMMARY DISMISSAL

8.5.1. The Director General may summarily dismiss a member of the staff for serious misconduct.
8.5.2. Summary dismissal of a staff member for serious misconduct does not prejudge such staff member’s right to due process.

8.5.3. Any of the definitions listed under unacceptable performance and unacceptable conduct may form the grounds for summary dismissal although alone shall not be understood to be a complete listing of behaviour or activities that may be deemed to constitute major misconduct. Summary dismissal entails the immediate departure from the place of work with loss of rights to any payment for the normal period of notice, separation, or pension. Summary dismissal may occur as provided for by the applicable employment act and without prejudice to the foregoing generality and when an employee is liable of:

- Serious misconduct inconsistent with the fulfilment of the expressed or implied conditions of his or her contract of employment such that it would be unreasonable to continue the employment relationship;
- Habitual or substantial neglect of duties;
- Lack of the skills that the employee expressly or by implication made the employer believe he or she possessed;
- Wilful disobedience or insubordination;
- Absence from work at least three times without permission of the employer and without reasonable excuse;
- Theft or intentional damage of the institution’s property or other employees’ property;
- Assault on any other employee;
- Financial or scientific dishonesty or fraud;
- Falsifying official records;
- Destruction or theft of official records or release of confidential information;
- Reporting to work under the influence of alcohol or drugs or using illicit drugs in the ICRAF premises; or
- Gambling on company property or elsewhere using company assets.
8.5.4. Employees who are summarily dismissed shall be entitled to the following terminal benefits:

- Salary payment for the days worked up to the time of dismissal;
- Payment for any accrued leave days not taken by the time of dismissal;
- Employee pension contributions, except where such employee has completed five years of pensionable service, in which case he or she shall be entitled to the employer’s pension contribution.

8.5.5. Any outstanding advances to or losses incurred or caused to ICRAF by the employee shall be deducted from the final payments due to the employee.

8.6. HARASSMENT

8.6.1. General principle

Human rights at ICRAF are governed by the universal principle of human rights and, in particular, by the constitution, laws and regulations in force in the countries in which ICRAF implements its strategic intent. The basic values of integrity, impartiality, independence and discretion should govern all aspects of staff members’ conduct in their work. Staff members – whether supervisors, peers or subordinates- are expected to treat one another with courtesy and dignity. They are also expected to act with tolerance, sensitivity and respect towards other persons’ cultures and backgrounds.

8.6.1.1 ICRAF is committed to ensure a multicultural work environment free from any form of abuse, discrimination or harassment. It is particularly serious when behaviour of this kind is engaged in by any official who is in a position to influence the career or employment conditions of a staff member. Conduct which constitutes abuse, discrimination or harassment shall not be tolerated and shall be dealt with in a manner consistent with the severity of infraction, including appropriate administrative and disciplinary measures.
8.6.1.2 It is the policy of ICRAF’s Board and management to maintain a work
environment that is efficient, effective, equitable, respects the dignity
of the individual, and is free of all forms of discrimination, intimidation
and harassment based on ethnic, social or political background, colour,
nationality, religion, age, gender, disability, marital status, sexual
preferences or any other trait protected by law.

8.6.1.3. This policy applies to all areas of employment including recruitment, hiring,
training, promotion, compensation and benefits. Employees may not
discriminate against or harass other employees, job applicants, customers,
vendors or visitors. This policy applies to all employees as well as persons
who are not employees of ICRAF but have business contact with ICRAF
employees.

8.6.1.4. The objective of the ‘no-harassment’ policy is to create a positive working
environment that is free of hostile, offensive, intimidating or harassing
conduct that would unreasonably interfere with an employee’s work. The
types of harassment are described below.

8.6.1.5. All formal complaints of harassment, intimidation or discrimination shall be
addressed immediately after they are received.

8.6.2. Harassment defined

8.6.2.1. Harassment is conduct, including verbal and non-verbal conduct, made
by one or more persons, either on a one time or continuous basis that
demeans, belittles or causes personal humiliation. Harassment can take
many different forms, including, for example, threatening comments,
whether written or oral, or threatening physical behaviour; intimidation,
blackmail or coercion; making deliberate insults related to a person’s
personal or professional competence; making humiliating, degrading
or offensive or abusive personal remarks to someone; undermining or
isolating people; or making it impossible for staff to do their job by, for
example, withholding information.

   i. Is a form of discrimination that includes a wide range of
conduct and causes another person to feel offended,
humiliated, intimidated, insulted or ridiculed;

   ii. Is behaviour that is unwelcome, unreciprocated, uninvited and
usually, but not always, repeated;

   iii. Is the exertion of power by one person over another;
iv. May be based on misunderstanding or may be a deliberate act, and often it contains a subjective perspective;

v. May cause damaging stereotypes to be maintained, and is a breach of proper standards of conduct and professional behaviour.

8.6.2.2. Intimidatory harassment involves the thoughtless or intentional use of physical or organizational power to coerce a person into performing a particular action or to instil in the person a feeling of humiliation or intimidation. Intimidatory harassment should not be confused with legitimate comment or advice (including relevant negative comment or feedback) delivered in a reasonable manner by a supervisor or colleague on work performance or work-related behaviour.

8.6.2.3. Within the policy statement of terms and conditions of employment for national, regional and international staff, discrimination in employment refers to the inequitable and inconsistent application of the terms and conditions of employment such as promotion, job application, etc. within the respective staff groups.

8.6.2.4. Harassment, intimidation and discrimination can arise from a broad range of physical or verbal behaviour, a one-time incident or a series of incidents that include, but are not limited to:

i. Physical or mental abuse;

ii. Racial insults;

iii. Comments relating to one’s ethnicity;

iv. Comments relating to another’s religious convictions;

v. Gender-related comments and putdowns;

vi. Unwelcome sexual advances or touching;

vii. Sexual comments or repeating of sexual jokes;

viii. Requests for sexual favours used as a condition for employment or affecting any personnel decision such as hiring, promotion or compensation;
8.6.2.5. Such harassment or similar unacceptable behaviour that could become a condition for employment or a basis for personnel decisions, or that creates a hostile environment is specifically prohibited.

8.6.3. Sexual harassment:

8.6.3.1 Sexual harassment involves physical, verbal or non-verbal behaviour of a sexual nature that is unwelcome or offensive to the recipient or that creates an intimidating or humiliating work environment. Sexual harassment may occur between persons of opposite sexes or of the same sex.

8.6.3.2 All employees must be allowed to work in an environment free of unsolicited and unwelcome sexual overtures. Sexual harassment does not refer to occasional compliments or other generally acceptable social behaviour. It refers to behaviour that is not welcome, is personally offensive, undermines or weakens morale, and that therefore unreasonably interferes with the work effectiveness of its victim and their co-workers. It also includes harassment of a person by another person of the same gender.

8.6.3.3 Sexual harassment may include such conduct as:

i. Offensive flirtation, suggestive remarks, sex-oriented verbal ‘kidding’, repeated jokes, innuendos, lewd comments, or abuse;

ii. Offensive and unwelcome physical conduct of a sexual or gender-based nature such as touching, patting, pinching, repeated brushing against another’s body, sexual assault or rape or impending or blocking an individual’s movement.

iii. Demands of sexual favours accompanied by implied or overt promises of preferential treatment in employment, such as offering employment benefits or favourable assignments, reviews, promotion or the like, in exchange of sexual favours;

iv. Denial or threats to deny employment benefits to someone who rejects sexual advances;
v. Unwanted sexual advances, propositions, flirtation or repeated unwanted requests for or efforts to make social contact;

vi. Verbal conduct of a sexual or gender-based nature such as using sexually degrading, vulgar or discriminatory language to describe an individual, making sexually suggestive comments about an individual’s body, discussing sexual activity, or making derogatory, sexual, gender-related or discriminatory comments, taunts, jokes or epithets;

vii. Non-verbal conduct of a sexual or gender-based nature such as whistling; unwelcome staring; leering; displaying sexually suggestive, gender-based or discrimination-based objects, pictures, posters or cartoons; or sending sexual, derogatory, obscene or discriminatory letters, email messages, voicemail messages, gifts, notes or invitations;

viii. Retaliation or threats of retaliation for protesting about sexual harassment or gender-based conduct or for making a complaint about such behaviour.

ix. Where any of the above actions occurs in conjunction with one or more of the following:

x. Submission to such conduct is made an express or implied term or condition of employment;

xi. Submission to or rejection of such conduct is used as a basis of employment decisions;

xii. Such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile or offensive working environment.

8.6.3.4. ICRAF prohibits all forms of sexual harassment, including verbal, non-verbal and physical conduct.

8.6.3.5. The target of this policy is the prevention of unwelcome conduct. Employees should be aware of any conduct directed at them that they may construe
as unwelcome. In some situations a person may not realize that his or her behaviour is inappropriate or undesirable. Employees who consider any person’s behaviour as inconsistent with these guidelines are encouraged to inform the perpetrator of the inappropriateness of the behaviour. This may be done verbally or in writing, but in either case the complainant needs to be assertive, stating the behaviour that is considered unacceptable and requesting that it be stopped.

8.6.3.6 The person so told should comply immediately and graciously with such requests.

8.6.4. Responsibility of employees and supervisors

Every staff member is responsible for creating and maintaining a work environment that is free of harassment, intimidation and discrimination and in which dignity is fully respected.

8.6.5. Responsibility of every employee

8.6.5.1. Employees have the responsibility of taking assertive action if they feel they are being subjected to harassment, regardless of who the alleged offender is or the nature of the harassment, by making the offensiveness of the unwelcome conduct immediately known to the offender and by reporting it to the supervisor or any other party as per the reporting procedures;

8.6.5.2. Adhering to policy guidelines;

8.6.5.3. Maintaining a professional working attitude towards all other employees and external clients;

8.6.5.4. Treating other employees and external clients with respect and adopting a non-judgmental outlook.

8.6.6. Role of supervisors and managers

8.6.6.1. Supervisors and managers have a key role in this effort by ensuring that any incident of unacceptable behaviour, including sexual harassment or intimidation, is promptly dealt with and that corrective action is taken. Managers and supervisors bear added responsibilities of:
i. Serving as role models and making it clear that no form of harassment shall be tolerated;

ii. Promoting and enhancing a positive working environment in which harassment does not occur;

iii. Treating every complaint seriously and ensuring prompt attention and complete adherence to the policy;

iv. Listening carefully to both sides and assisting in the resolution of any complaint

8.6.7. Reporting

8.6.7.1. Any ICRAF or non-ICRAF employee working as part of a subcontracted service team who is the subject of, or who has knowledge of, or who witnesses any harassment or discrimination should immediately bring such information to the attention of any one or more of the following persons:

i. His or her immediate supervisor (where the offender is the immediate supervisor, then the employee should report to the next level up);

ii. Unit head or regional coordinator;

iii. Director;

iv. A representative of the Human Resources Unit.

8.6.7.2. ICRAF shall continue its practice of promptly investigating concerns regarding harassment and discrimination and, where appropriate, take prompt corrective action. ICRAF management shall handle reports of such alleged misconduct with sensitivity and with concern for confidentiality, reputation and privacy of employees as far as is practicable.

8.6.7.3. Neither the employee against whom the complaint is made nor any other employee may at any time before, in the course of, or after the investigation, take any kind of retaliatory action against an employee who has made or intends to make a good-faith complaint about harassment or discrimination prohibited by this policy.
8.6.8. Documentation

8.6.8.1. All complaints made shall be fully documented, respecting privacy. The key information concerning the offensive acts to be included in the documentation includes:

i. Description of the specific act;

ii. The time and date of the act;

iii. The circumstances surrounding the offensive act;

iv. The manner and location of the incident;

v. Whether and under what circumstances the complainant made it clear to the alleged offender that the disputed behaviour was unwelcome;

vi. Witnesses to the offence or persons to whom the offence was mentioned;

vii. Other information relevant to the case.

8.6.8.2. If the alleged offender is the immediate supervisor, the written complaint should be presented to the next level supervisor, with a copy to Human Resources Manager.

8.6.9. Investigation

8.6.9.1. The primary objective of the investigation and resolution procedure is to ensure that some understanding is reached between the parties as to what constitutes inappropriate behaviour and about how they shall relate to each other in the future. The outcomes sought shall be those that shall maximize the restoration of harmonious workplace relations in the shortest possible time.

8.6.9.2. The Human Resources Manager shall bring the alleged offence to the attention of the Director General, who shall use his discretion to determine the next course of action depending on the gravity of the matter. If in the Director General’s opinion the matter requires further investigation before a decision is made, the following steps shall be taken:
i. An investigation panel shall be appointed comprising two women and two men drawn from a longitudinal spectrum of all staff;

ii. One of the panel members shall be designated as the panel chair;

iii. The panel shall develop the terms of reference for the investigation and determine the reporting back time;

iv. The panel shall advise the Director General on the immediate action to be taken on the alleged offender pending the investigation;

v. The panel shall advise the alleged offender that she or he is to have no contact whatsoever with the complainant, either directly or by proxy.

8.6.9.3. Once the panel is constituted, the Director General shall:

i. Inform the complainant of the receipt of the complaint and of the activation of the investigation process;

ii. Forward a written version of the complaint to the alleged offender requesting him or her to provide a response to the Human Resources Unit within seven days of the Director General’s communication;

iii. Instruct the investigation panel to schedule a meeting to discuss the complaint, the logistics of the investigation process, the people involved, the timing of the investigation, and the reporting and constitution of the disciplinary panel.

8.6.9.4 The panel shall conduct an investigation on a strictly confidential basis.

8.6.10. Hearing of the parties

8.6.10.1 The panel shall:

i. Schedule meetings and consider all available information from the written complaint, the response from the alleged offender and statements from various witnesses or other relevant sources;
ii. Assess the reliability of the information, the evidence provided and the existence of any previous complaints against the same offender that may indicate a pattern;

iii. Hold interviews with the complainant, the alleged offender and other witnesses;

iv. Decide if there is a case and recommend appropriate action in writing to the Director General.

8.6.10.2. The recommendations should be received by the Director General no later than six weeks after presentation of the complaint.

8.6.11. Conclusion

8.6.11.1. The Director General shall review all the written information and evidence provided and may take any of the following actions:

i. Close the case if the facts as established by the investigation panel do not support misconduct. In this event, the complainant and the alleged offender shall be informed of the decision and shall receive a copy of the findings of the panel within 15 working days from the date of receipt of the findings by the Director General;

ii. Transmit appropriate details from the panel’s report. In this event the alleged offender shall be given five working days to submit his or her comments;

iii. Submit the report of the investigation and comments of the alleged offender, together with the panel’s recommendations, to the Human Resources Manager or any other authorized person to administer disciplinary action.

8.6.12. Disciplinary measures

8.6.12.1 Any of the following measures may be taken, depending on the severity of the offence:

i. The offender may be required to provide a private or a written public apology;
ii. The offender may receive a verbal warning and professional counselling;

iii. The Director General may give a written warning to the offender with a copy for his or her personal file;

iv. The offender’s contract may be terminated;

v. The offender may be dismissed summarily.

8.6.13. Follow-up action

8.6.13.1 Counselling shall be available to the complainant if requested;

8.6.13.2 Any staff member who believes that he or she was unjustly treated by the investigation may follow the grievance resolution procedure to seek resolution of his or her concern;

8.6.13.3 The Human Resources Manager shall carry out a follow-up enquiry with the complainant six months after the case is decided, regardless of the outcome. The enquiry should ascertain whether the complainant has been subjected to retaliation by the alleged offender or any other staff member at the workplace, then take appropriate action.

8.7 DISPUTE RESOLUTION

8.7.1. It is the intention of ICRAF to treat staff fairly, hence the need to develop and implement this human resources policy manual, which includes appropriate grievance resolution procedures. In the unfortunate circumstance that a dispute arising between a staff member and ICRAF is not solved internally, ICRAF’s provisions for final resolution of the dispute are as follows:

i. A staff member might choose to report the case to the chair of the ICRAF Board of Trustees, who shall determine the appropriate mechanism that shall apply to arrive at the final binding settlement. This may include but is not limited to external review or mediation.

ii. Any dispute or difference that at any time may arise between an employee and ICRAF regarding the meaning or intention of anything contained here or the rights or obligations
of any party shall be referred to the relevant government ministry in accordance with the Host Country Agreement.

iii. In case the dispute is referred to arbitration, the hearing shall take place in the city at which the ICRAF headquarters is located and the law applicable shall be that of the host country where the headquarters is located.
CHAPTER 9 - POLICIES SPECIFIC TO INTERNATIONALLY AND REGIONALLY RECRUITED STAFF

9.1. INTRODUCTION

This chapter addresses the terms and conditions of employment that are applicable specifically with respect to regionally and internationally recruited staff, it complements the requirements of the foregoing chapter.

9.2. APPOINTMENT

9.2.1. The power of appointment of staff rests with the Director General. He shall establish panels to give advice on the appointment, advancement and review of staff.

9.2.2. Internationally and regionally recruited staff wherever located are subject to the employment terms and conditions, as specified in the Human Resources Policy and Procedures Manual. The letter of appointment shall contain expressly or by reference all the terms and conditions of employment. All contractual entitlements of staff members are strictly limited to those contained expressly or by reference in their letters of appointment.

9.3. DURATION OF APPOINTMENT

9.3.1. The appointment of every internationally or regionally recruited staff member shall take effect from the date on which the staff member enters into authorized official travel status to assume his or her duties or, if no official travel is involved, from the date on which the staff member starts to perform his or duties.

9.3.2. The duration of appointment for internationally and regionally recruited staff shall be for a fixed term of up to three years, with the possibility of renewal.

9.3.3. If a professional staff member attains 10 years of service on the same position, a thorough review of the position and the work accomplished by
the incumbent shall be undertaken. The outcome of the review shall form
the basis upon which the Director General shall determine to either open
the position for a new recruitment or to renew the contract of the incumbent
for an additional fixed term, contingent upon a revised job description.

9.4. **PROBATIONARY PERIOD**

All initial appointments of duration of 2 years and more shall require a probationary
period not exceeding 9 months, and 3 months for a duration of one year, during
which time, if the Director General is not satisfied with the performance of the staff
member, the appointment may be terminated with one month’s notice in writing.

9.5. **RENEWAL OF CONTRACT**

9.5.1. Renewal of the contract beyond the initial period of appointment shall be
subject to both a continuing need for service and satisfactory performance.
All contracts due for renewal shall be brought to the supervisor’s attention
10 months prior to the date of expiration.

9.5.2. The utility of continuing the position and the incumbent’s suitability for
continuation shall then be evaluated by the immediate supervisor. A
recommendation from the supervisor as to whether the contract should be
renewed and for what duration shall then be made to the person to whom
the supervisor reports (usually the enterprise leader) for a decision. The
recommendation shall be endorsed, through the relevant director, to the
Senior Leadership Team. The Senior Leadership Team shall review the
recommendation. The Director General shall then communicate his or her
decision to the affected staff member.

9.5.3. ICRAF shall provide to internationally recruited and regionally staff six
months’ notice of its decision not to renew a contract, failing which the
organization shall guarantee the payment of salary and benefits for six
months, in lieu of notice. The staff is expected to give at least three
months’ notice of his/her intention to terminate the employment relationship
or payment in lieu of notice. The notice period could be reduced by mutual
agreement by the parties.
9.6. REMUNERATION PACKAGE

9.6.1. Taxation and Statutory Deductions

9.6.1.1 Home-country taxes
Staff members, regardless of the country to which they are assigned, are responsible for their home-country taxes on any funds (basic salary, allowances, benefits, retirement benefits, and so on) paid by ICRAF. It is their responsibility to report income for taxes, to file required reports and to pay such taxes as are assessed unless specifically exempted by their government. ICRAF accepts no responsibility for home-country taxes.

9.6.1.2 Host-country taxes
ICRAF’s agreement with its various host governments exempts internationally recruited staff from paying taxes on ICRAF income except in those instances where the staff members are citizens or residents of the host country and thus are required by their government to pay the normal taxes of the country. In this situation, as set forth in the previous paragraph, ICRAF can take no responsibility for such taxes. At some duty stations where staff may be in their home country, the tax laws may require ICRAF, as the employer, to deduct withholding taxes and forward them to the taxing authority. This does not transfer the responsibility to ICRAF for the taxes so deducted or for any part of the obligations of staff members to report and pay their income taxes in full. The same can be said for social security taxes at some duty stations. ICRAF shall only make such contributions to governmental social security taxes as it may be legally required to do as an employer.

9.6.2. Method of payment
Internationally recruited staff have their salaries denominated and paid monthly in US dollars. The Association of International Agricultural Research Centres (AIARC), a non-profit association of CGIAR Centres, based in the United States, is contracted by ICRAF to pay these salaries. Salary and other authorized payments are made by AIARC on instruction from ICRAF. Individual staff members can, within the limits of ICRAF’s agreement with AIARC, instruct AIARC as to the manner in which such payments are made.
9.6.2.1 For internationally recruited staff serving in their home country, in which the laws do not permit payment of salary and other benefits in foreign currencies, ICRAF shall arrange a comparable compensation package in the home-country currency and within applicable laws and regulations.

9.6.3. Allowances

9.6.3.1 Post adjustment
9.6.3.1.1 Post adjustment is paid to all internationally and regionally recruited staff in grades C5 and above to reflect the relative difference in the cost of living among duty stations. Nationally recruited staff do not receive post adjustments, as their salaries are based on local market conditions in the country of the duty station.

9.6.3.1.2 ICRAF has chosen to be guided by the Cost of Living index survey of the US State Department and to apply this to a graduated percentage of the basic salary. The post adjustment formula is outlined in Annex XI.

9.6.3.1.3 Post adjustment for eligible staff members shall be paid during certified sick leave if the staff member and/or their family at the duty station.

9.6.3.2 Housing allowance
9.6.3.2.1 ICRAF provides financial assistance to staff in maintaining a residence. The conditions governing the housing allowance for internationally recruited staff are detailed in staff receive are detailed in Annex XII.

9.6.3.2.2 The cost for a modest three-bedroom house is determined and revised when necessary by the Human Resources Unit with input from the regional coordinators for locations outside ICRAF’s headquarters. All residences of internationally recruited staff shall be subject to a security check before occupancy to ensure that the security is reasonable and in line with standards compatible to other international organisations but not less than what is applicable in the UN.

9.6.3.2.3 Internationally recruited staff residing in their own houses shall be paid a rent allowance as per the assessed rental value of their house, based on the formula specified in Annex XII.
9.6.3.3 Security allowance

Internationally recruited staff are entitled to reimbursement for security expenses as indicated in Annex XIII.

9.6.3.4 Dependents’ Education Allowance

At posts where no international schools exist and parents opt to send their children to school elsewhere, ICRAF shall provide the same level of reimbursement as stipulated in Annex XIV at the nearest international school designated by the Director General or as delegated.

9.6.3.5 Home Leave Travel Assistance

9.6.3.5.1 Three types of travel are commonly categorized under home-leave travel:

i. **Home-leave travel** is the annual leave travel from the duty station to the recognized home base of an international staff member and eligible dependants. The entitlement is the most direct excursion airfare from the duty station to the home base for the staff member and eligible dependants. Any further yearly entitlement shall fall due the ninth month following the anniversary of entry date.

ii. **Family visit** is the travel to an international staff member’s duty station by the staff member’s eligible dependants residing at the staff member’s recognized home base. ICRAF shall reimburse the most direct and economical excursion fare from the home base to the duty station for the dependants plus necessary ground transportation and airport taxes. Like with home leave, the entitlement is once a year and is in lieu of home leave. This benefit is not applicable to regionally recruited staff.

iii. **Education travel** may be requested when a staff member’s eligible children study at a location that is neither the duty station nor the home base and are eligible for the education allowance. ICRAF shall reimburse the expenses for the most direct and economical excursion fare from the place where the studies are conducted to either the recognized home base or the duty station, up to a maximum of the cost incurred.
during travel from the home base to the duty station. Education travel is taken in lieu of home leave and family visit. This benefit is not applicable to regionally recruited staff.

9.6.3.5.2 Home-leave travel is approved only if the vacation is for two weeks or more, except when circumstances outside the staff member’s control, such as certified sick leave, shorten the vacation.

9.6.3.5.3 Home-leave travel not used during one year may be claimed in kind within 12 months after the year in which it was earned (that is the employment year), but no part of the home-leave travel may be converted to cash, whether unused or underutilized.

9.6.3.5.4 A staff member may transfer home-leave travel entitlement to another eligible dependant, or a staff member’s eligible dependants may transfer their home-leave travel to the staff member. Home-leave travel may not be transferred to any other persons.

9.6.3.5.5 The entitlement for home-leave travel, family visit or education travel may be used to go to another location only with the specific approval of the Human Resources Manager, in which case ICRAF’s reimbursement is limited to the most direct and economic excursion airfare actually incurred, or the excursion fare from the duty station to the home base, whichever is lower, excluding airport taxes or ground transportation.

9.6.3.5.6 No home-leave travel, family visits or education travel entitlement shall be granted in respect of staff members’ dependants (spouse or children) who enjoy similar benefits from other organizations.

9.6.3.5.7 No home leave travel, family visits or education travel shall be granted during the first nine months of the probation period or during the termination notice period.

9.6.3.5.8 Staff members may want to check their entitlement and eligibility for home-leave travel, education travel or family visits with the Human Resources Manager before incurring the expenses. Unless the staff members of their dependants are specifically authorized to make other arrangements, all tickets for staff members and/or their eligible dependants are purchased by ICRAF in advance. The ICRAF travel office shall process requests for air tickets only if an approved travel
authorization is presented or if the staff member’s personal account with ICRAF has sufficient funds to cover the cost of the ticket. No travel advances shall be given for home-leave travel, no foreign exchange shall be issued, and no per diem shall be paid.

9.6.3.5.9 Reimbursable expenses (see below) incurred during home-leave travel must be reported on the ‘Travel expense report form’ to be completed by the staff member. All claims for reimbursement must be accompanied by receipts or other evidence that the expense was actually incurred, unless the claim is for an amount less than USD 25. Expenses not properly supported or not allowable under the provisions of travel entitlements may be rejected by ICRAF. A staff member’s claims are normally settled in the currency of the duty station or credited to the staff member’s personal account.

9.6.3.5.10 Transportation by rail is payable by ICRAF at second class fare. Other transportation expenses such as bus or taxi charges shall be reimbursed upon presentation of receipts. Costs for accommodation en route are reimbursed by ICRAF only if incurred during the shortest possible or most direct routing, or if a stopover is necessitated by a substantial reduction in airfare as calculated by ICRAF’s travel office. Reimbursable costs include room, taxes, service charges and other compulsory charges.

9.6.4 Benefits

Internationally recruited staff are provided with a package developed for the CGIAR and administered by AIARC. This package includes a retirement plan, life insurance, medical and hospital insurance and disability insurance. Documentation and complete information on these plans are available through the Human Resources Unit.

As ICRAF does not always have direct control over changes that may take place in insurance contracts that support these benefit packages, and since ICRAF neither accepts responsibility for the administration of the contracts nor the decisions that may arise from them, staff members should make themselves fully aware of the provisions of these contracts. Staff members shall need to make a number of coverage choices and also designate beneficiaries, all of which are important considerations that should not be made without seeking competent advice and counsel. ICRAF’s Human Resources Unit shall strive to be helpful but is not qualified to give legal or financial advice.
9.6.4.1 Pension

9.6.4.1.1 ICRAF shall make a monthly contribution to the pension plan of internationally recruited staff members, as indicated in Annex XV.

9.6.4.1.2 In addition, staff may make voluntary contributions to the pension plan. These contributions shall be deducted from the salary payments of the individual staff plan and applied to the staff voluntary account.

9.6.4.1.3 The pension contribution in relation to regionally recruited staff shall be the same as that of the internationally recruited staff. However, if s/he is based in his/her home country, pension shall be the same as that which is applicable to locally recruited staff.

9.6.4.1.4 The trustees through their website shall notify all members the cumulative amount of the fund in their respective accounts at the end of each year. Members shall view their accounts by logging into the AIARC website.

9.6.4.1.5 The cumulative amount of the scheme shall be released to respective staff members only at the end of service with ICRAF.

9.6.4.2 Medical insurance

9.6.4.2.1 Internationally recruited staff are insured with Vanbreda International through AIARC. Please refer to their documentation, available through the Human Resources Unit, for further information.

9.6.4.2.2 ICRAF further reimburses costs of dental treatment for staff and eligible dependants up to the maximum shown in Annex XVI. Reimbursements for dental treatment normally made by ICRAF for eligible staff or dependants shall not be provided during leave without pay.

9.6.4.3 Life and disability insurance

Subject to such terms and conditions as stipulated in the insurers’ documentation, ICRAF’s internationally recruited staff receive life and disability insurance cover. This benefit is available only in the event of the death or personal accident of the staff member. Please check with the Human Resources Unit and refer to relevant insurance documentation for further information.
9.6.4.4 Repatriation travel

9.6.4.4.1 Repatriation travel fulfils ICRAF’s obligation to return internationally recruited staff members and their eligible dependants to their recognized home base. As such, it is not transferable to other persons or benefits or convertible to cash.

9.6.4.4.2 Repatriation travel is paid at the least cost, economy-class rates for the most direct route. It is granted door-to-door, and all costs associated with the travel, such as connecting fares for ground transportation, shall be reimbursed upon submission of an expense claim to ICRAF. It is paid from the duty station to the recognized home base or to any other destination if the cost to that other destination is lower than the cost for repatriation to the home base. Costs for accommodation en route are reimbursed by ICRAF only if they are incurred during the shortest possible or most direct routing, or if a stopover is necessitated by a substantial reduction in airfare as calculated by ICRAF’s travel office. Reimbursable costs include room, taxes, service charges, and other compulsory charges. In addition, ICRAF shall pay for 10 kilogrammes of excess baggage for the staff member and each dependant.

9.6.4.4.3 To facilitate the staff member to settle back home, ICRAF shall pay for 100 kilogrammes of unaccompanied airfreight baggage for the staff member and each dependant.

9.6.4.4.4 This assistance is provided with the firm understanding that no other employer or organization is providing such assistance. In such situations ICRAF’s allowance shall be adjusted accordingly.

9.6.4.4.5 For a husband and wife or partner who are both internationally recruited staff members and who are both eligible for repatriation travel, repatriation travel shall be granted as if only one of the spouses were employed.

9.6.4.4.6 Repatriation entitlement may be used to go to a location other than the home country, in which case ICRAF’s reimbursement shall be equivalent to the cost of repatriation to the home country.

9.6.4.4.7 The repatriation travel entitlement shall be applicable only if there is a physical move during the three months following the end of the contract, but in exceptional circumstances it may be extended with the approval of the Director General for up to a maximum of six months.
9.6.4.5 Repatriation of household effects

All internationally recruited staff members of ICRAF who are entitled to repatriation travel are eligible for reimbursement of the cost of repatriating their household effects. The entitlement shall be granted as follows:

i. A non-accountable allowance shall be paid to staff actually returning to their home base in accordance with the entitlement stipulated under ‘Moving allowance’ in Annex IV. This assistance is provided with the firm understanding that no other employer or organization is providing such assistance.

ii. If another employer is participating in the repatriation of the staff member to a new duty station, then ICRAF’s allowance shall be reduced by the amount contributed to the repatriation costs by the other employer.

iii. The repatriation entitlement may be used to go to a location other than the home country, in which case ICRAF’s reimbursement is limited to the cost of repatriation to the home country.

9.6.5 Death while working outside the home country

Costs of repatriation of the remains to the home country shall be paid as the situation warrants in lieu of a repatriation ticket entitlement. ICRAF shall pay for funeral expenses from the repatriation entitlement. However, if the repatriation entitlement is fully used to repatriate household effects, then ICRAF shall provide for additional funeral expenses as provided in Annex IX. If this amount is exceeded, then the balance shall be provided from the terminal dues owing to the staff member. The funeral expenses covered shall include the cost of a post-mortem, a coffin, preservation of the remains, storage of the remains in the mortuary for up to a maximum of one week, repatriation of the remains, and transportation of personal effects of the staff member to the declared home base.
ANNEX I: CONFLICT OF INTEREST STATEMENT

On taking up their duties staff members shall make and sign the following declaration:

CONFLICT OF INTEREST DECLARATION

I ………………………………………………….. undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as a staff member of the World Agroforestry Centre ¹, to discharge these functions and regulate my conduct with the interests of the Centre only in view, and not to seek or accept instructions in regard to the performance of my duties from any government, institution or other authority external to the Centre.

I declare that I have, or currently foresee no vested interest in any assignment that would affect the discharge of my official duties and responsibilities. Furthermore, I hereby give the undertaking to withdraw myself from any matter or assignment which could be deemed as a conflict of interest and to alert the Centre in writing of such matter or assignment.

I promise to exercise the utmost discretion in regard to all matters of official business and not to communicate to any person, government or other entity any important information known to me by virtue of my official position which has not been made public, except in the course of the performance of my duties. I shall not at any time use such information to private advantage or at any time publish anything based thereon except with the prior approval of the Director General.

I confirm that I have read and understood the requirements of the World Agroforestry Centre Conflict of Interest Policy and all other related policies, to which I fully subscribe.

…………………………………   ………..………………………
Signature of Staff Member     Date

The World Agroforestry Centre is registered under the name of the International Centre for Research in Agroforestry (ICRAF)
Staff members shall submit the following Statement, if there is a potential Conflict of Interest pertaining to their involvement on any matter or assignment:

DECLARATION OF CONFLICT OF INTEREST

I hereby declare that I wish to withdraw myself from participating in the decision making process in relation to ........................................, as my involvement could be deemed as a Conflict of Interest, for the following reason(s)..................

.................................................................................................................................

.................................................................................................................................

Name of Staff Member       Date
ANNEX II: CONDITIONS FOR ENGAGING OTHER STAFF WORKING AT ICRAF

ANNEX II (A): POLICY AND PROCEDURES ON THE ENGAGEMENT OF CONSULTANTS

1. GENERAL

1.1 Legal Status

1.1.1 The consultant is not an employee, agent or servant of the Centre. Further, a consultancy agreement shall not be deemed to constitute or create any partnership, joint venture, employer-employee, principal-agent or any other relationship apart from an independent contractor and contractee status.

1.1.2. For the purpose of this Directive, the term “consultant” shall mean an individual or a consulting firm or organization, hired in specific circumstances to provide additional expertise for which there is no long term need.

1.1.3. A consultant is a recognized talent, authority or specialist in a specific field, recruited under a “Contract for Consultant Services”, Appendix 3 to serve in an advisory or consultative capacity for a limited duration of time for a clearly defined assignment or activity that is of a temporary nature.

1.1.4. The consultant shall not routinely be required to perform work or activities already done, being done or about to be done by other individuals or offices of ICRAF, nor be given any representative or regular supervisory responsibility. The work programme of the consultant shall be related to priority activities in the work programme of the supervisory budget holder.

1.2. Obligations

1.2.1 The consultant shall be engaged to provide the services described in the Terms of Reference (the “Services”), Appendix 2 to the Contract for
Consultant Services. The Consultant shall perform and complete the services as delegated by the Centre and within the time periods specified by the Centre the Consultant shall render such services conscientiously, efficiently, to the best of his/her abilities and shall do so in accordance with generally accepted standards.

1.2.2 During the continuance of the consultancy, the Consultant shall unless prevented by ill-health devote his/her time, attention and abilities to the discharge of his/her mandate as may be necessary for the proper exercise of his/her duties as consultant.

1.2.3 All books, records and materials relating in any manner whatsoever to the Services, and all other files, books and records and other materials owned by the Centre or used by it in connection with the conduct of its business, whether prepared by it or coming into its possession, shall be the exclusive property of the Centre. The consultant shall deliver to the Centre all equipment, notebooks, documents, memoranda, records, files, samples, books, correspondence, lists, or other written or graphic records, photographs and the like relating to the Centre business, which are or have been in the consultant’s possession or under her/his control. Such materials shall be and remain the sole property of the Centre.

1.2.4. The consultant shall have the right to:

- Make and keep copies of any books, records or documents relating to the Services that are not confidential, proprietary to the Centre (which shall be determined in the discretion of the Centre, such discretion to be exercised in a reasonable manner); and

- Keep all original hand written notes or notes produced in electronic format created solely by the consultant for personal reference in fulfilling her/his duties under this agreement provided that no such notes contain any of the Centre confidential information, or information proprietary to the Centre (as determined in the Centre discretion, such discretion to be exercised in a reasonable manner)
1.3 Title Rights

1.3.1 The Centre shall be entitled to all property rights, including but not limited to patents, designs, trade secrets, utility models, plant varieties, layout-designs (topographies) copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the Centre by the consultant. At the request of the Centre, the consultant shall assist in securing such property rights and transferring them to the Centre in compliance with the requirements of the applicable law.

1.4 Confidentiality

1.4.1 The consultant shall not (except in the proper performance of his/her duties) during or after the termination of his/her engagement disclose to any person whatsoever any information relating to the Centre and its business or trade secrets of which he/she has or shall hereafter become possessed. The consultant shall neither seek nor accept instructions regarding the services to be performed for the Centre from any authority external to the Centre unless otherwise specified. During the period of service for the Centre, consultants may not engage in any activity that is incompatible or in conflict with the discharge of their duties with the Centre. The consultant may not communicate at any time to any other person, Government, or authority external to the Centre any information known to them by reason of their association with the Centre which has not been made public, except in the course of their duties or by authority of the Director General or his designate, nor shall consultants at any time use such information to private advantage. These obligations survive the duration of the consultancy agreement and do not lapse upon cessation of their service with the Centre.

1.4.2 The consultant shall use confidential information belonging to the Centre solely in connection with the provision or receipt of the services and not for their own benefit or the benefit of any third party.

1.5 Limitation on Consultant

1.5.1 In the performance of services contemplated under the consultancy agreement, the consultant shall not have any authority to enter into, incur, make, change, enlarge or modify any contract, liability, agreement,
obligation, representation, guarantee, warranty or commitment on behalf of the Centre or its affiliated companies unless expressly requested to do so in writing by authorized representatives of the Centre.

2. **REMUNERATION**

2.1. The fees payable to a consultant shall be established based on the extent of the work to be performed, the degree of expertise required to accomplish it, and the complexity and the difficulty of the work that has to be carried out by the consultant. The scale of remuneration of consultants is bound within the limits set by the Centre, as reflected in **Appendix 3**. The Scale of Remuneration is subject to change, as and when determined by the Director General.

2.2. The remuneration to be paid to a consultant should be the minimum amount necessary to obtain the services required by ICRAF.

2.3. In exceptional circumstances, the Director General may authorize the payment of a fee higher than that specified in the Scale of Remuneration.

2.4. The Centre may reimburse internationally recruited consultants, the actual travel (via the most economical and direct route) and accommodation expenses, with adequate advance approval, or exceptionally pay a fixed amount as per ICRAF’s travel policy. ICRAF shall bear the cost of travel within prescribed limits, related to the official work of the consultant, provided that it is clearly specified in the Terms of Reference that the consultant is required to travel to carry out the assignment.

2.5. The payment of fees on a lump-sum basis shall occur only upon the certification by the authorized official of satisfactory completion of work. If the contract provides for installments on completion of clearly identified phases of work to be performed, payment shall be made upon the certification by the authorized official of satisfactory completion of work. In this regard, the Director shall issue a payment authorization memorandum to the Human Resources Unit. No payment shall be made if the consultant fails to complete the service specified in the contract. If the service is carried out partially, determination may be made as to what amount, if any, is to be paid, based on that part of the work completed.

2.6. Where two currencies are involved, the rate of exchange shall be the official bank rate of the Centre’s bank, on the day the Centre effects the payment.
3. TAXATION

3.1. The Centre undertakes no liability for taxes, duty or other contribution payable by the consultant on payments made under this contract. No statement of earnings shall be issued by the Centre. The consultant shall be responsible to pay the relevant taxes to their home government (NON-CITIZENS).

3.2. Where a consultant is a citizen or resident of the host country and thus is required by his/her government to pay the normal taxes of the country, ICRAF shall deduct withholding taxes and forward them to the taxing authorities. ICRAF shall only make such contributions to governmental social security taxes as it may be required (CITIZENS OF HOST COUNTRY).

4. TRAVEL

4.1. If during the course of the Service, the consultant is required to travel beyond commuting distance from his/her usual place of residence, such travel may be at the expense of the Centre, governed by the conditions stipulated in the Travel Policy.

5. INSURANCE AND HEALTH PRECAUTIONS

5.1. Consultants are responsible for arranging at their own expense, life, health and other forms of insurance covering the period of their services on behalf of the Centre as they consider appropriate. In addition, they should take the necessary precautions, vaccinations and prophylaxis for likely illnesses. Consultants are not eligible to receive medical reimbursement or to participate in the life or health insurance schemes available to the Centre staff members. Consultants upon signing the contract are conveying to the Centre that they are at their best of health necessary to enable them to provide the services sought by the Centre.

6. SERVICE INCURRED DEATH, INJURY OR ILLNESS

6.1. In the event of death, injury or illness attributable to the performance of services on behalf of the Centre, depending on circumstances, consultants
may be entitled to compensation equivalent to the compensation which would be payable under the personal accident benefit to a staff member.

7. **ARBITRATION**

7.1. The consultancy agreement shall be governed and construed in accordance with the Laws of the country in which the contract is being drawn.

8. **PROCEDURES**

8.1 During the Programme of Work and Budget formulation, Enterprise Leaders are required to provide to the Human Resources Unit, the anticipated additional temporary manpower requirements that need to be put in place to support the effective implementation of work programmes for the budgeted period.

8.2. The request for the hiring of a consultant shall be forwarded to the Human Resources Manager together with a detailed description of the work assignment and terms of reference. The substantive Directorate or section shall complete a Request for Consultant Form. Note that it is the responsibility of the substantive Directorate/Section to ensure the availability of funds.

8.3. A consultant shall be selected from among highly qualified candidates in their specific field of expertise, on the basis of a well-documented process. As required consultancy assignments should be advertised both locally and internationally and a selection shall be made on a competitive basis. In exceptional circumstances, the Director General may approve the engagement of a consultant on the basis of sole source with adequate justification that the skills and expertise required for the assignment cannot be acquired via a competitive process.

8.4. Where no adequate choice of a consultant can be made from the roster and advertising, the Human Resources Unit shall refer the request to the Directorate of Finance and Operations to initiate a procurement process to call for tenders, proposals or quotations. Consultancy contracts awarded in accordance with the provisions of a procurement process shall be remunerated based on a negotiated fee between the Centre and the contractor/service provider, within the Procurement Policy requirements of ICRAF.
8.5. Candidates identified outside the roster, need to be evaluated by the Human Resources Unit for inclusion in the roster before they can be considered for an assignment.

8.6. No consultant should be brought on board prior the completion of appointment procedures.

8.7. Consultants may not simultaneously hold several full-time contracts related to different projects/assignments, which are normally issued over a period of time. Generally, the total period of services provided by a Consultant should be limited to six months in any period of twelve consecutive months. In exceptional circumstances the Director General may approve the extension of a contract beyond the maximum allowable limit. He may also approve a higher fee than that stated in the schedule in Annex 4.

8.8. If a consultant has worked for the Centre under the same terms for two years, the supervisor shall determine whether the position should be regularized and recommend to the relevant authority to establish a fixed term post. Should a determination be taken to convert a consultancy assignment to a regular fixed term post, appointment to that post shall normally be made on a competitive basis.

8.9. Negotiations with consultants on contractual terms shall be carried out by the Human Resources Unit in consultation with Directorate/Regional/Unit Heads, unless otherwise delegated. And Directorate/Regional/Unit Heads have full authority and responsibility in managing the work of the consultants. Accordingly, they are accountable for the results achieved and the cost effectiveness of the assignments, based on the requirements of the terms of reference and the contractual terms, regardless of who the consultant shall be reporting to under the terms of reference.

8.10. Recruitment of consultants should be initiated in a timely manner, so as to allow appropriate search for candidates, negotiations and conclusion of contracts. The Human Resources Unit shall maintain a roster of candidates for consultancy assignments. The Roster of candidates shall be available to all Directorate/Sections at all times. The request to engage specialized consultants, such as writers, editors, IT specialists, etc. should be vetted by the relevant ICRAF Unit, irrespective whether the assignment is under the purview of another unit.
8.11. It is the responsibility of the Directorate or Section hiring the consultant to arrange for office space and other facilities. The Human Resources Unit shall arrange either directly or via its representatives, for a grounds pass for the consultant and provide all other relevant administrative support to bring the consultant on board.

9. MISCONDUCT

9.1. If the consultant shall be guilty of any serious misconduct of any serious breach or non-observance of any of the conditions of the consultancy agreement or shall neglect or fall or refuse to carry out the duties assigned to him/her, the Centre shall be entitled to summarily terminate his/her engagement without notice and without payment in lieu of notice.
## APPENDIX 1

### CONTRACT FOR CONSULTANT SERVICES

<table>
<thead>
<tr>
<th>Directorate/Region/Unit:</th>
<th>Contract No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Code:</td>
<td></td>
</tr>
</tbody>
</table>

Contract entered between the World Agro-forestry Centre (herein referred to as Centre) and XXXXX (herein referred to as the consultant).

<table>
<thead>
<tr>
<th>Name of Consultant:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Nationality:</td>
</tr>
</tbody>
</table>

### BRIEF DESCRIPTION OF WORK ASSIGNMENT
This Contract shall commence on XXXXX, and shall expire on the satisfactory completion of service as described in the terms of Reference, but not later than XXXXX, unless sooner terminated under the terms of this Contract. This Contract is subject to the terms and conditions governing the engagement of a consultant and the requirements of the Terms of Reference.

Consideration: As full consideration for the services performed by the Consultant under the terms of this Contract, the Centre shall pay the consultant upon certification that the services have been satisfactorily performed. Payment shall be made payable on (delete those options that are not relevant to the contract):
- Hourly
- Daily
- Weekly
- Monthly
- Lump Sum

Currency:

Total Fee:
The fee is payable in installment(s) upon certification of satisfactory performance at each phase.

<table>
<thead>
<tr>
<th>PHASE</th>
<th>AMOUNT</th>
<th>PHASE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

Proposed by Director
(Signature) (Date)

Certification of Funds (Finance Unit)

Authorised/Human Resources Unit
(Signature) (Date)

I acknowledge that I have read and accept all the conditions in relation to this consultancy
(Signature of consultant) (Date)

Completion of Assignment
(Signature of Director) (Date)

Banking details of Consultant
PAYEE:
BANK NAME:
ACCOUNT NO:
BANK CODE:
BANK ADDRESS:
## APPENDIX 2

### TEMPLATE FOR PREPARING BASIC TERMS OF REFERENCE

<table>
<thead>
<tr>
<th><strong>ORGANISATIONAL SETTING</strong></th>
<th>Office of the Deputy Director General</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TASK</strong></td>
<td>To review the organisational structure of ICRAF in the context of the realignment of activities of the CGIAR Centres.</td>
</tr>
<tr>
<td><strong>BACKGROUND</strong></td>
<td>The background and mandate of the assignment are contained in the BOT minutes of XXXX. [provide a brief background on the assignment and justification therefor]</td>
</tr>
<tr>
<td><strong>DURATION OF ASSIGNMENT</strong></td>
<td>20 August 2009 to 20 January 2010</td>
</tr>
<tr>
<td><strong>BUDGET CODE(S)</strong></td>
<td>The assignment shall be funded from the following programme(s) XXXXXXXXX</td>
</tr>
<tr>
<td><strong>DUTY STATION(S)</strong></td>
<td>Nairobi, Kenya</td>
</tr>
</tbody>
</table>
| ASSIGNMENT AND DELIVERABLES | To participate as a Team Leader of an independent, multidisciplinary team of external experts to:  
1. Consider the organisational structure, methods of work and staffing profile of ICRAF.  
2. Identify the desired future competence profile of the Centre; propose how, and in what areas, to maintain and develop existing skills in the different disciplines within the Centre; identify areas where new competence and experience are needed to meet future requirements.  
3. Analyse the existing methods of work, work flow and processes, including relevant rules, regulations, policies and procedures and coordination within and between CGIAR Centres; assess alternative methods for the efficient handling of these processes and, as needed, propose changes.  
4. Analyse the reporting and decision-making processes and, as needed, propose changes.  
5. Review and assess the existing organisational structure and propose modifications, as needed, to meet future requirements in a cost-effective manner.  
6. Provide a progress report to the BOT in November 2009 and its final report in time for the January 2010 session of the BOT. |
| ADDITIONAL REQUIREMENTS | The consultant is expected to visit all of the regional offices and at least five country offices. The bulk of the time shall be spent at Headquarter. |
| PERSON SPECIFICATION | The consultant is expected to be highly qualified and experienced in business re-engineering processes, capacity building and strengthening of non-profit organizations; he should possess excellent management and organizational expertise. And, of course, good knowledge of the work of the CGIAR Centers XXX. |
# Appendix 3

## Scale of Remuneration for Consultants

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>Daily Rate</th>
<th>Minimum</th>
<th>Midpoint</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>200</td>
<td>260</td>
<td>330</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>280</td>
<td>350</td>
<td>420</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>330</td>
<td>420</td>
<td>510</td>
</tr>
</tbody>
</table>

### Definition

**Level A**
- Typically to be used for:
  - University graduate with some pertinent experience, or
  - For an administrative or technical specialist with many years’ experience of a quasi-professional nature

**Level B**
- This should be the normal level at which the vast majority of the Organisation’s consultants are employed and used for the consultant who is highly trained and has long experience in one of the technical/scientific/administrative fields of the organization. His/her recommendations for example, may form one of several contributions to the accomplishment of a specific project of a comparatively narrow scope.

**Level C**
- This should be used infrequently and reserved for the consultant/expert who is internationally recognized as the leading authority in his or her field.

### Note
- The Centre may reimburse internationally recruited consultants, the actual travel (via the most economical and direct route) and accommodation expenses, with adequate advance approval, or exceptionally pay an amount as per ICRAF’s travel policy.
ANNEX II (B): ENGAGEMENT OF TEMPORARY STAFF

Temporary staff are persons engaged to perform one-time, specific, temporary, support tasks that are not needed by ICRAF on a continuing basis. The following are the guidelines for their employment conditions:

- To initiate recruitment of temporary support staff, the respective supervisor shall raise a personnel requisition with the Human Resources Unit, attaching the terms of reference;
- The contract shall be issued for a period less than six months;
- The salary determined shall be at least one grade lower than that of the actual classified position;
- Medical cover shall be obtained for the temporary support staff only and not for their spouses or dependants;
- The temporary support staff shall accrue leave as stipulated by the local labour laws.

ANNEX II (C): ENGAGEMENT OF CASUAL STAFF

Casual support staff are persons employed on daily paid wages basis. Their daily wages are determined by the local labour laws of the country in which they are hired. Casuals shall not be engaged for a continuous period exceeding three months. Engagement of all casual workers shall be processed through the respective administration or human resource representative in each location.

ANNEX III: PRE-EMPLOYMENT MEDICAL EXAMINATION

The total of pre-employment medical examination shall not exceed USD 300 per person.
ANNEX IV: MOVING ALLOWANCE

1. PURPOSE

Moving Allowance is a non-accountable, flat payment applicable to internationally and regionally recruited staff (IRS & RRS) serving outside their home country and to nationally recruited staff assigned to duty stations outside reasonable commuting distance of their residence to facilitate the shipment of personal effects or the purchase of new ones.

2. APPLICABILITY

2.1. Moving Allowance shall be applicable upon the following, to facilitate the shipment of personal effects:

- initial appointment;
- reassignment/transfer to a new duty station;
- separation from service.

2.2. The staff member shall manage the shipment of his/her personal effects and accepts full responsibility for all costs related to, and resulting from such shipments, including, but not limited to, insurance claims for loss or damage to personal effects, customs formalities, customs fees, demurrages, storage charges, security examination charges, tax and duties.

2.3. The staff member shall accept full responsibility for taking out appropriate insurance coverage.

2.4. ICRAF shall not be responsible for any delays in the departure/arrival of personal effects or additional expenses that may be incurred, or liabilities that may arise.

2.5. Export/Import formalities should be handled by the staff member through his/her contracted shipping agent or customs broker. ICRAF shall only assist staff in providing advice on eligibility of duty-free import and conditions and facilitating customs clearance when required by the host country agreement.
2.6. The Moving Allowance may be used at the staff member’s discretion, in any manner deemed best to facilitate his/her relocation (e.g. through storage of personal effects, total or partial shipment, or disposal and replacement at the duty station, etc.).

2.7. The Moving Allowance is paid in US dollars as per the schedule outlined in Annex 1, and before the estimated departure of the staff member.

2.8. In the event a staff member who separates and is then rehired to the same duty station within 12 months no Moving Allowance shall normally be paid.

2.9. If a staff member is reappointed to a different duty station, the full Moving Allowance could be paid as the staff member could be considered to have been reassigned.

2.10. If the spouse or partner of the staff member is employed by another organization at the same duty station and benefitted from the payment of a Moving Allowance (relocation allowance) of which the staff member benefitted then no Moving Allowance shall normally be paid.

2.11. The Moving Allowance shall be paid with the firm understanding that no other employer or organization is providing such assistance. In such situations, ICRAF’s allowance shall be reduced by the amount contributed to moving costs by the other employer, but ICRAF’s share shall not be less than the amount indicated in Annex 1.

2.12. Nationally recruited staff who transfer from one duty station to another within a country are entitled to a non-accountable amount. The non-accountable cost of transfer from duty station to another within a country is US$ 1,125.

**APPLICABLE MOVING ALLOWANCE IN USD, AS AT 1 JANUARY 2010**

<table>
<thead>
<tr>
<th>FROM</th>
<th>Americas</th>
<th>Europe</th>
<th>Asia/Pacific</th>
<th>Africa</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Americas</td>
<td>12,000</td>
<td>16,500</td>
<td>16,500</td>
<td>19,500</td>
</tr>
<tr>
<td>Asia/Pacific</td>
<td>16,500</td>
<td>19,500</td>
<td>12,000</td>
<td>19,500</td>
</tr>
<tr>
<td>Africa</td>
<td>19,500</td>
<td>18,000</td>
<td>19,500</td>
<td>12,000</td>
</tr>
<tr>
<td>Europe</td>
<td>16,500</td>
<td>12,000</td>
<td>19,500</td>
<td>18,000</td>
</tr>
</tbody>
</table>
Note that if another employer is participating in the repatriation of household effects, ICRAF’s allowance shall be reduced by the amount contributed to moving costs by the other employer.

**ANNEX V: TRANSPORT**

**TRANSPORT ALLOWANCE**

The monthly volume of fuel for staff under essential services using pool vehicles is 100 litres.

**ANNEX VI: ACTING ALLOWANCE**

1. Staff members shall be expected to assume temporarily, as part of their customary work and without extra compensation, the duties and responsibilities of higher level posts.

2. A staff member, who has been assigned substantial additional responsibilities of a higher level post than his/her own, must meet the minimum requirements of the higher level post, to undertake the functions of the higher post and demonstrate from past performance the ability to carry out the higher level functions.

3. A staff member who is called upon to assume the full duties and responsibilities of a post at a level clearly recognisable as higher than his or her own for a temporary period of three consecutive months or more may be granted an Acting Allowance, which allowance shall not be factored into gross pay for purposes of pension or post-adjustment allowance.

4. Acting Allowance shall not be paid for standing in for short periods of less than three months, or for a lateral move.

5. In the event that a staff member in the NRS category is required to serve in a higher level post in the IRS or RRS category, or when a staff member in any category is required to serve in a post which is classified more than one level above his or her level, the allowance may be paid from the date upon which the staff member assumes the higher duties and responsibilities.

6. Only in exceptional cases shall an acting allowance be paid for a period exceeding 12 months. It is expected that during such an extended time frame
either a replacement shall be recruited for the vacant post or the acting staff member shall be considered for regularization or confirmation in the position.

7. The Director General shall establish the method of computation for the payment of an Acting Allowance, taking into account where relevant, the local labour laws, and the local markets and practices.

8. The monthly rate applicable to international and regional staff at grades C5 and above is USD 500. For nationally recruited staff the conditions applicable under the local labour laws shall apply.

ANNEX VII: STAFF DEVELOPMENT AND TRAINING

OPERATIONAL GUIDELINES FOR STAFF DEVELOPMENT AND TRAINING

Background

The Staff Development Fund is specifically intended to help ICRAF invest in its organizational development and human talent as we strive for excellence in what we do — research for development in agroforestry. Each year we are challenged to learn how to improve the management of ICRAF’s resources and to coordinate and lead its staff. This brief document outlines how the Development Fund shall be managed.

The responsibility for the Development Fund is shared between ICRAF’s senior leadership and its regular employees. The Board of Trustees and the Senior Leadership Team intend that the modest financial resources in the Development Fund shall be used wisely. ICRAF seeks to build human capital for its larger purposes, while the benefits obviously devolve to individual staff as well. All ICRAF staff should view the Development Fund as a partnership, with shared responsibility for its successful design and implementation.

Organizational development, staff development, and individual training

Organizational development is a planned process of changing/improving people and organizations for positive health and growth of the entire organization. This is determined by ICRAF’s considered needs and gaps with respect to its corporate strategy, business plan, medium-term plan, regional operational plans, theme
outlooks, and other guidance from mainstream organs. The aim is to foster high-
level changes by developing both technical and behavioural components of staff
talent to lead and implement them.

**Staff development** is defined as targeted professional development and
advancement mainly at the level of groups of individuals rather than for all ICRAF
staff collectively. This is generated from the annual performance management cycle
where gaps in skills, orientation or knowledge, and constraints are identified and a
process to address them is established.

**Individual training** is the responsibility of the employee and the supervisor,
focusing on addressing the individual’s needs to ensure peak performance. The
continuous process of performance management shall identify these needs through
close monitoring by the supervisor and constant dialogue with the employee about
their daily progress in carrying out their duties. This training could take various
forms, including on-the-job training, short external courses, internal/external
workshops, mentoring, etc.

The functional responsibility for managing the Development Fund shall be a shared
role between the Senior Leadership Team and the Human Resources Unit and they
shall decide on the allocation of funds.

**Principles and guidelines for management of the fund**

The broad aims of effectively managing the Development Fund are to simplify and
limit the number of process-level details, and to delegate the responsibility for
implementation to various actors across the ICRAF organization. Below is a desired
operational framework.

**a) Senior Leadership Team: oversight for the component of organizational
development**

Development needs in ICRAF range widely to include aspects of science capacity,
leadership, management, operational competencies and a variety of other qualities
that ICRAF seeks in its search for excellence. ICRAF recognizes the importance of
technical development on the one hand and human development on the other.

In January of each year the Senior Leadership Team shall define its list of
investments in organizational development for the year. The team shall make
suggestions and also invite proposals from professional staff.
b) Human Resources Unit and Staff Development Committee: oversight for the component for staff development

Staff development needs shall emanate from the annual staff performance management process, where staff members and respective supervisors discuss performance standards and how the standards shall be maintained or improved. Using the personnel evaluations, the Human Resources Unit shall review the patterns of needs in staff development. The Human Resources Unit shall review supervisors’ requests for staff development and then define a consolidated annual staff development programme (including courses, costs, schedule, staff involved, etc.) for concurrence by the Senior Leadership Team. The timing of staff development activities depends on the completion or near completion of the personnel evaluations.

Individual training shall not be funded by the Staff Development Fund, but rather by the budgets of the individual units.

Other categories of staff (seconded, limited-term contract and temporary staff) who wish to participate in the staff development programme shall have their costs charged directly to their individual training budgets in their units. Their respective supervisors shall, in consultation with the Human Resources Unit, design and facilitate this process.

Procedure for approval of education programmes and refund of costs

1. Employee contacts the institution of learning for course information on fees and the course programme;

2. Employee and supervisor discuss:

3. The relevance of the course to ICRAF’s mission;

4. The priority of the training to ICRAF, as well as to the training and development plan agreed during performance appraisal;

5. The state of the employee’s deductions — the total amount of all deductions that may be made by the employer from the employee’s salary shall not at any one time exceed one-half of the employee’s salary.

6. If there is mutual agreement based on the above considerations, the employee seeks admission to the institution offering the training;
7. The employee completes the application form for salary advance. For courses whose full cost of tuition exceeds 30% of the employee’s annual pay, advances shall be provided on an annual basis, recovered in 12 equal monthly installments and reimbursed at 75% on a year-to-year basis, depending on the supervisor’s approval of the reimbursement, achievement of grades and attendance.

8. The supervisor reviews the request, approves it and forwards it to the Human Resources Unit, indicating the respective budget code.

9. Upon completion of the course, the employee must submit transcripts to demonstrate academic performance. ICRAF shall reimburse costs for credit and distinction passes only.

**ANNEX VII (A): Staff Development and Training Framework**

<table>
<thead>
<tr>
<th>Payment</th>
<th>Programme relevant</th>
<th>Education refund programme</th>
<th>Personal development</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICRAF-paid time</td>
<td>Project funds</td>
<td>ICRAF core and or project funds</td>
<td>Self</td>
</tr>
<tr>
<td>100%</td>
<td>0%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>ICRAF-paid tuition and other expenses</td>
<td>100%</td>
<td>75% of tuition cost advanced as loan shall be reimbursed on achievement of grades and attendance</td>
<td>0%</td>
</tr>
</tbody>
</table>

Approval

| Supervisor, Manager Human Resources | Supervisor, Human Resources Unit | For information to supervisor |

**ANNEX VII (b) Staff development and training – Cost Refund**

<table>
<thead>
<tr>
<th>Period served after training (in months)</th>
<th>% of cost to be recovered</th>
</tr>
</thead>
<tbody>
<tr>
<td>0–12</td>
<td>100</td>
</tr>
<tr>
<td>12–18</td>
<td>75</td>
</tr>
<tr>
<td>18–24</td>
<td>25</td>
</tr>
<tr>
<td>24 or more</td>
<td>0</td>
</tr>
</tbody>
</table>
ANNEX VIII: MEMBERSHIP FEE TO PROFESSIONAL ASSOCIATIONS

ICRAF shall assist staff members with the payment of dues in relation to membership and participation in professional associations, which is equivalent to USD200 per annum.

ANNEX IX: BENEVOLENT ASSISTANCE

ICRAF has established a benevolent fund to assist staff members and their immediate families in the event of death of a staff member or authorized dependant as follows:

- Demise of staff member with final rites in home country – USD 5,000
- Demise of dependant with final rites at duty station – USD 3,000.
- Demise of dependant with final rites in home country – USD 4,000

All Local Staff including IRS not out-posted.

- Demise of staff member – USD 4,000
- Demise of dependant – USD 3,000.

ANNEX X: GRIEVANCE RESOLUTION AND CORRECTIVE ACTION PROCEDURES

Corrective action guidelines

- Talk to immediate supervisor, if not satisfied
- talk to the unit head or regional coordinator, if not satisfied
- talk to the Human Resources Manager.
In case the supervisor is the source of grievance, staff are encouraged to talk to the Head of Human Resources.

**Formal grievance resolution procedure**

By accepting employment with ICRAF, an employee agrees to work in a responsible, loyal, disciplined, harmonious and productive manner and to act in a manner conducive to the organization’s values. The employee, therefore, agrees to abide by the rules and regulations of ICRAF and terms and conditions of service, the provisions of the Human Resources Policy Manual and any other lawful, reasonably written or verbal instructions given by authorized officers of ICRAF.

Should any employee feel aggrieved, the following procedure shall apply:

- The employee raises the matter with the immediate supervisor and files a grievance with the immediate supervisor, copying the communication to the Human Resources Unit;

- The supervisor listens to the employee and makes a decision to resolve the grievance(s). The supervisor must give his or her decision to the employee in writing;

- An employee who is not satisfied with the supervisor’s decision should write to the Human Resources Manager indicating this. The Human Resources Manager then considers the matter, consults the supervisor and writes back to the employee, copying the letter to the supervisor;

- An employee who is not satisfied with this decision may appeal to the ad hoc grievance panel (see below), by presenting the Human Resources Unit a written statement of the grounds of the appeal within 10 working days of notice of the grievance action that is contested.

At all points in the grievance process, supervisors should follow these principles:

- Listen: do not brush off the complaint until you have heard it fully. Do not interrupt the employee’s explanation. If you must ask questions, do so without becoming argumentative;

- Make sure you understand the complaint. Observe the time limits for making a reply, but before you answer the complaint make sure you understand the facts of the situation and the rules and policies that apply;
Check all available records, including records of attendance, overtime, etc;

Check on proper interpretation of any policies or contract provisions. When in doubt consult the Head of Human Resources;

In preparing the answer make sure your resolution is based on all the facts and is consistent with all policies and other requirements involved. Beware of personal interpretation that might cause problems when applied to other ICRAF stations.

Ad hoc grievance panel

The grievance panel is an ad hoc body convened by the Human Resources Manager within 10 days of notification of the lodging of an appeal. It includes:

- a representative of the relevant director
- a representative of the staff association
- a representative of the Human Resources Unit
- an independent party, preferably from another directorate

Any person who has substantively been involved in a case pending investigation is excluded from serving on the grievance panel. Such individuals must exempt themselves should they be appointed to the panel. The panel selects its own chair.

The grievance panel may summon any person or examine any evidence that it deems pertinent to the case under discussion.

The staff member filing the grievance case may invite an ICRAF colleague to accompany him or her to the panel meetings he or she attends. The staff member and colleagues shall also be accorded access to all documentation pertinent to the case. Non-ICRAF persons shall not participate in any of the meetings of the internally convened ad hoc committee.

Within 20 working days of the convening of a grievance panel, a written report from the panel is submitted to the Director General representing the majority view of the grievance panel. It should be prepared by the chair of the grievance panel and should contain a summary of the background to the appeal, proceedings of
the panel and the recommendation of the panel. The final recommendations shall be communicated to the Director General for action. The Director General may recommend further deliberations.

**Corrective action procedure**

Corrective action rules and procedures are necessary for fairness and order in the treatment of individuals. This Corrective Action Procedure is developed to inform staff members of the possible consequences of actions that are contrary to the standard code of conduct of staff members.

The need to invoke corrective action measures is rare and should remain so. The objective of ICRAF’s corrective action procedure is primarily correction or prevention rather than punishment. Corrective action other than dismissal shall be taken when it is reasonable to do so, considering all the circumstances, but the following conditions should prevail:

- There should be a good enough reason (as articulated in the policy, work procedures and law) and clear evidence of indiscipline;
- Action should be appropriate to the nature of the offence that has been committed;
- The principles of natural justice and procedural fairness shall apply;
- Corrective action shall be fair and consistent with previous corrective actions in similar circumstances;
- Employees should have a right of appeal.

**ANNEX XI: POST ADJUSTMENT**

**Formula for calculating post adjustment**

This shall be pegged on grades:

- C5 & C6 - 70%
- C7 - 65%
- C8 - 60%
- D1 - 55%
- D2 - 50%

Base salary x % applicable to the grade x PAI/100 = post adjustment
ANNEX XII: HOUSING ALLOWANCE

Formula for determining the international recruited staff housing provision

100% of the cost for a three-bedroom house in an acceptable area, 50% of the difference between the assessed cost for a three-bedroom house and the actual rent of the house occupied, up to 267% of the assessed cost.

Regionally Recruited Staff housing allowance is at $1000 per month

ANNEX XIII: SECURITY ALLOWANCE

Formula for determining the security allowance for internationally recruited staff

100% of the actual cost of a 24-hour guard service plus rent of a standard radio alarm system up to the costs charged by a reputable security firm. In cases where a radio alarm system is not in place or is not functioning, ICRAF shall meet the costs of installation and normal maintenance as per that of a standard radio alarm system.

Regionally Recruited Staff security allowance is at $300 per month

ANNEX XIV: DEPENDANTS’ EDUCATION ALLOWANCE

Education allowance for dependants of internationally recruited staff: ICRAF shall reimburse 75% of the claim/invoice of the international school tuition and tuition-related costs up to a maximum reimbursement of USD 19,500 per dependant per year. In addition, where a school is beyond the normal commuting distance, ICRAF shall reimburse a second education or family travel cost between the post and the designated school, and the cost of airfreight of personal articles up to a maximum of 20 kilogrammes. All other costs are personal to the staff member.

Parents who elect to send their children to schools outside their duty station shall be reimbursed for tuition, required books and fees, and room and board at the rate of 75% of billed costs up to a maximum reimbursable of USD 19,500 per dependant per year.
ICRAF shall provide parents who elect to educate their children at home with a non-accountable education allowance equivalent to the current year’s average amount that ICRAF pays for dependant children of internationally recruited staffs per annum.

To be eligible for an education allowance, a dependant shall be a child from age 3 attending full time pre-primary or primary through high school.

Employees are required to file a statement on a prescribed form at the beginning of each school year, attesting to the existence, name and age of each dependent child, and the name and location of the school they are attending.

Education allowance shall be discontinued at the time of graduation from high school or the age 19, whichever comes first. Each staff member is allowed support for a total of only four dependants during their tenure with ICRAF. There shall be no addition of younger dependants after previously approved dependants come off of the allowance.

For national staff, the education allowance shall be established taking into account the local labour laws, local markets and practices, particularly those of other CGIAR centres operating in such countries.

**ANNEX XV: NON-CONTRIBUTORY PENSION PLAN**

ICRAF provides a non-contributory retirement plan for its staff. The contribution by ICRAF for international and regional staff is 15% of basic pay; and for national staff, 12.5% of basic pay.

**ANNEX XVI: IN-HOUSE DENTAL PROVISION FOR INTERNATIONALLY RECRUITED STAFF**

ICRAF shall reimburse 75% of the costs of dental claims, up to a maximum of USD 400 for staff members and authorized dependants per year.
ANNEX XVII: ASSIGNMENT/RELOCATION GRANT

1.1. Assignment/Relocation Grant shall only be applied to internationally and regionally recruited staff (IRS & RRS). The Assignment and Relocation Grants shall be applied as follows:

<table>
<thead>
<tr>
<th>Grant</th>
<th>Single Rate</th>
<th>Family Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assignment Grant</td>
<td>USD 7,000</td>
<td>USD 10,000</td>
</tr>
<tr>
<td>Relocation Grant</td>
<td>USD 2,500</td>
<td>USD 3,500</td>
</tr>
</tbody>
</table>

1.2. If the spouse or partner of the staff member is employed by an organization at the same duty station and benefitted from the payment of an Assignment Grant of which the staff member benefitted then ICRAF’s allowance shall be reduced by the amount contributed by the other employer.

1.3. As soon as the staff member arrives, the Human Resources Unit shall arrange for the immediate payment of the entitled Assignment Grant.

1.4. The staff member shall be responsible for arranging his/her own accommodation at the duty station.

1.5. The relocation grant shall be paid upon separation, to assist the staff member with temporary accommodation on relocation.