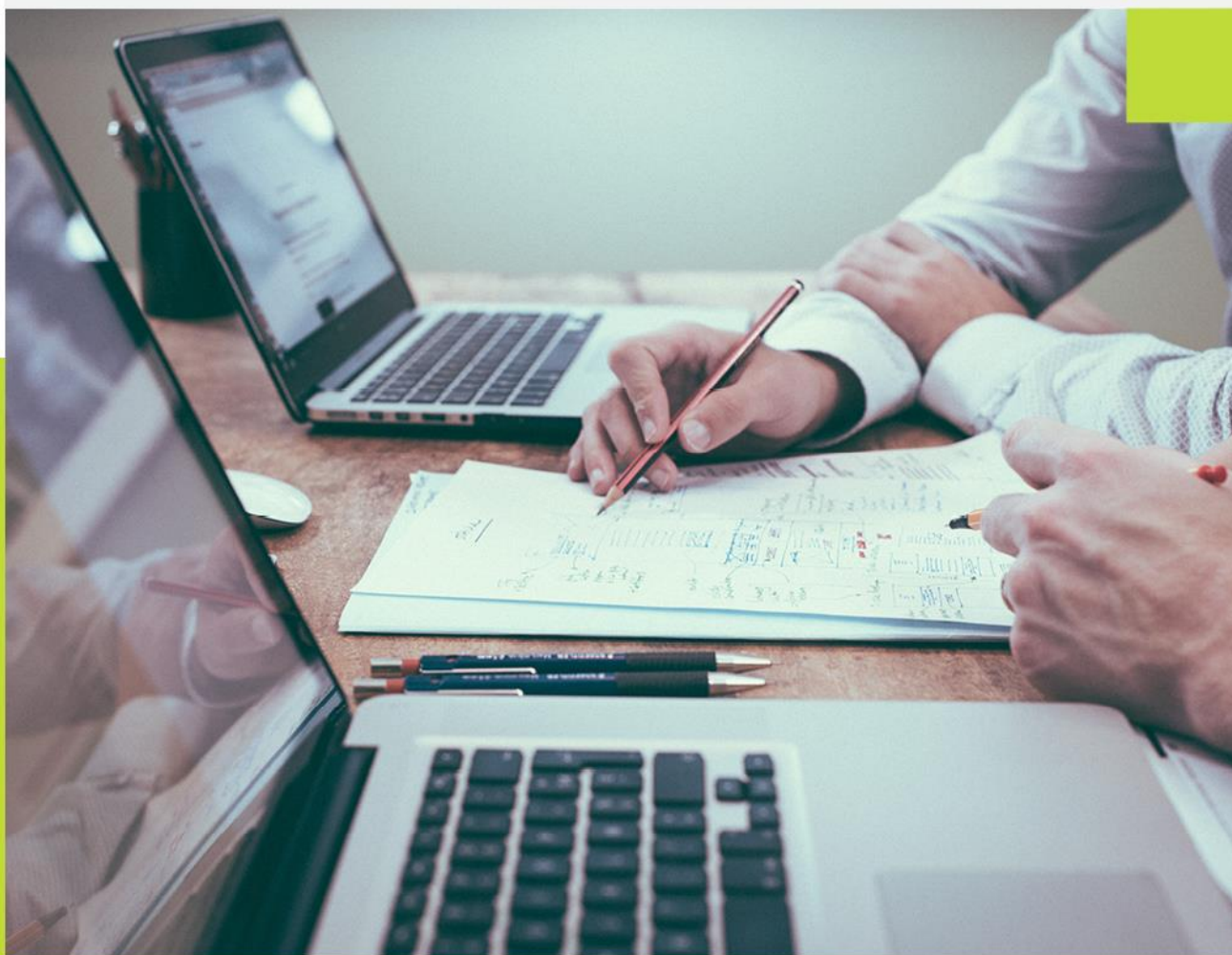


# CIFOR and ICRAF

## Global Aligned Human Resources Policies Manual

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## CIFOR and ICRAF HR Policy Guideline 1

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### Document Control

Director, Corporate Services will be responsible for the periodic review of this document.

### Document Responsibility

Title	Global Aligned Human Resources Policies Manual
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Unit	Human Resources
Manager	Team Leader, Human Resources, CIFOR and Head of Human Resources, ICRAF
Applicable to	All staff

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### CIFOR

Center for International Forestry Research  
Jl. CIFOR, Situ Gede  
Bogor Barat 16115  
Indonesia  
T +62 (251) 8622-622  
F +62 (251) 8622-100  
E [cifor@cgiar.org](mailto:cifor@cgiar.org)

### ICRAF

World Agroforestry  
United Nations Avenue, Gigiri  
PO Box 30677, Nairobi, 00100  
Kenya  
T +254 20 7224000  
F +254-20- 7224001  
E [worldagroforestry@cgiar.org](mailto:worldagroforestry@cgiar.org)

[cifor-icraf.org](http://cifor-icraf.org) | [cifor.org](http://cifor.org) | [worldagroforestry.org](http://worldagroforestry.org)

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# Preamble

CIFOR and ICRAF have placed structures, Aligned Human Resource Policies, procedures, and guidelines to ensure optimal staff outcomes. The organisations are committed to providing staff with a work environment that is fair, supportive of professional and personal growth and guarding staff rights to engage in dialogue and express ideas free from harassment, discrimination, victimisation and/or exploitation.

CIFOR and ICRAF believe that every individual staff member irrespective of their position, needs to feel that their service and contribution is valuable, valued and worthwhile. CIFOR and ICRAF are therefore committed to ensuring that every staff member receives equal opportunities to maximise their contributions in an equitable professional environment, free of biases towards race, ethnic origin, religion, gender, age, sexual orientation or physical disability.

All policies in this manual shall be aligned to the country labour laws with each country having its own country chapters similarly aligned to local needs.

## Notice

The Global Aligned Human Resources Manual is intended for internal use. It is derived from the current human resources related policies, procedures and guidelines that are currently in force in CIFOR and ICRAF respectively. This CIFOR and ICRAF Global Aligned Human Resources Policies Manual becomes effective from 1 January 2021.

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 Directors General.

Any questions pertaining to this manual and its administration should be directed to the Human Resources Office.

# Application of this Human Resources Policy Manual

This manual applies to staff across all locations where CIFOR and ICRAF carry out their work. The provisions of the manual follow CIFOR and ICRAF's mission, vision and values and 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, this manual comprises nine chapters, as follows:

- The first chapter outlines CIFOR and ICRAF general policies, rights and obligations that apply to all staff, irrespective of locations;
- The second chapter primarily outlines the policy governing recruitment and appointment of staff;
- The third chapter covers work environment including the various categories of leave;
- The fourth chapter covers staff representation, staff associations and membership;
- The fifth chapter specifies the requirements of performance management;
- The sixth chapter covers learning and development;
- The seventh chapter outlines CIFOR and ICRAF's grievance and corrective action policy;
- The conditions relevant to separation from employment are outlined in the eighth chapter of the manual; and
- The last chapter i.e. the ninth chapter, covers compensation and benefits.

In case of contradiction, CIFOR and ICRAF policies shall be followed.



# Acronyms

AIARC	The Association of International Agricultural Research Centres
CGIAR	A global research partnership for a food secure future dedicated to reducing poverty, enhancing food and nutrition security, and improving natural resources.
CIFOR	Center for International Forestry Research
DGs	Directors General
GDPR	General Data Protection Regulation
GRP	Global Recruited Positions
HR	Human Resources
ICRAF	World Agroforestry
ILT	Integrated Leadership Team
JMC	Job Market Competitiveness
LoA	Letter of Appointment
LRP	Local Recruited Positions
RCOS	Retainer Contract of Service
SMT	Senior Management Team

# Definitions

The following terms carry the meanings defined here:

**AIARC** – The Association of International Agricultural Research Centre (AIARC) is a non-profit membership corporation located in Alexandria, Virginia, USA. It was established by the Agricultural Research Centres affiliated with the CGIAR at the end of 1992 to handle personnel benefits (primarily payroll, retirement and insurance) for CIFOR and ICRAF. It is governed by a Board of Directors, whose members are selected by the Directors General of the member Centres

**Allowance** – A cash or non-cash benefit paid by CIFOR and ICRAF to their staff for specific purposes other than a salary.

**Authorized dependants** – These are the legal dependants of a staff member:

- i. Spouse
  - a. The legal spouse: The person in respect of whom the staff member presents to the HR Office notarized declaration of the spousal relationship;
  - b. Non-married partner, provided that the latter relationship has been established and there is provision of legal certificates or valid affidavits where applicable;
- ii. Children  
Up to four unmarried dependents as applicable in the benefits policy whom the staff member and/or the spouse or partner have legal custody. These may include (a) as supported by relevant legal proof (b) unmarried natural or adopted children up to 26 years of age or as stipulated in various insurance covers and procedure manual.

**Base Salary** – This is basic pay and includes earnings before tax but excludes the pension contribution and benefits (both cash and non-cash); **Gross salary** – This includes basic salary, benefits and allowances (both cash and non-cash).

**Benefit** – Means cash and non-cash benefits and allowances such as medical, insurance, leave, training, etc. Reimbursement shall be made according to a scale published periodically by CIFOR and ICRAF.

**Board** – CIFOR and ICRAF’s Board of Trustees (BoT) established under CIFOR Constitution and ICRAF Charter.

**By-laws** – Resolutions approved by the Board in accordance with the procedures prescribed by the CIFOR Constitution and ICRAF Charter and made pursuant to the power vested in the Board by the constitutional instruments.

**CIFOR Constitution** – CIFOR’s governing instrument that is appended to its Establishment Agreement signed by the governments of Australia, Sweden, Switzerland, and the United States. The Agreement was lodged with the United Nations and CIFOR’s legal identity as an international organisation was consolidated with a Host Country Agreement between the new Board and the Government of Indonesia in May 1993.

**CIFOR Host Country Agreement** – The agreement or equivalent document signed jointly with a government authorizing the activities of CIFOR in a country, including the establishment of research locations.

**ICRAF 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.

**ICRAF Host Country Agreement** – The agreement or equivalent document signed jointly with a government authorizing the activities of ICRAF 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** – This refers to the act of deputing or assigning tasks, duties or roles to another officer by the responsible officer. A number of actions in this document may be delegated. The Directors General or any other persons specifically mentioned in this manual reserve the right to delegate any responsibility, as deemed appropriate.

**Duty station** – A duty station is where one is appointed to and where CIFOR and ICRAF have legal presence. The work location is the place where a staff member is posted or assigned. If the staff member is required or requested to work at two locations, the duty station of the staff member shall be the location where the position has been established. A staff member's official duty station shall be a location listed in CIFOR and ICRAF's Global Presence Policy. The work location is where a staff member is posted or assigned to perform their duties.

**Staff/Staff Member** – A person holding a letter of appointment for work with CIFOR and ICRAF, and whose employment is governed by these terms and conditions.

**Indefinite appointments** – A Letter of Appointment issued by CIFOR and ICRAF to LRP in some locations or other locations as required by the local labour law and in compliance with the host country agreement. Such contracts will remain valid while the positions remain necessary.

**Global Recruited Positions** – Positions whose recruitment is open to individuals within the established geographical locations.

**Local Recruited Positions** – Positions whose recruitment is open to individuals within countries of duty station

**Fixed-term staff** – An appointment for a definite period of one year or more which does not carry any expectation of renewal or conversion into any other type of appointment.

**Full Time Staff** – Staff members who work a minimum of 37.5 hours a week on a regular basis. As elaborated in the relevant Annexes, staff members working in CIFOR and ICRAF locations where different local labour laws apply may be expected to work in excess of 37.5 hours a week.

**Part Time Staff** – Staff members appointed to fixed-term positions or other specific contracts or who work less than 37.5 hours a week on a regular basis or during a specified period due to an alternate work arrangement.

**Home country/base** – The location and country that the Directors General recognize at the time of appointment as the permanent domicile of the staff member and shall be defined in the letter of appointment.

**Headquarters Agreement** – CIFOR and ICRAF's Host Country Agreements with the Governments of the Host Country for the establishment and operation of their offices.

**Hub or Region** – Any offices or bases of operations other than the headquarters, either within or outside Kenya or Indonesia. CIFOR and ICRAF maintain decentralized research teams to ensure a strong presence in strategic locations. These locations are called Hubs or Regions and are long-term focal points for CIFOR and ICRAF's global presence and are expected to remain in place in the foreseeable future. For these locations, CIFOR and ICRAF aim to maintain independent legal status and operations through a host country agreement.

**Immediate Family** – *Spouse/partner, children, father, mother, brother, sister, etc.*

**Integrated Leadership Team/Executive Management** – The Integrated Leadership Team consists of the Directors General, and Directors of various functions.

**Senior Management Team (SMT)** consists of all Team Leaders.

**Letter of Appointment** – Written agreement of employment between employing or hosting Centre and the staff member employed by the respective Centre detailing the terms and conditions of employment.

**Letter of Authorisation** – A letter to appoint staff based on Shared Service Agreement between CIFOR and ICRAF and Letter of Appointment issued by the hosting Centre to authorize staff to allow the Shared Service Positions to represent the other Centre in various functions, whose role supervises staff at CIFOR and ICRAF authorizing the staff member to make decisions as per terms and conditions of employment.

**Manuals** – CIFOR and ICRAF's Human Resources Policy Manual.

**Organisations** – Is used in this manual, and shall take to mean " CIFOR and ICRAF"

**Overtime** – Any time worked on request/approval in excess of the standard work week of the country in which CIFOR and ICRAF operate in any calendar week, beginning Monday and ending Sunday.

**Pension/retirement fund** – The amount payable to eligible retired staff members upon their retirement from CIFOR and ICRAF or at the end of their contract of service, or to the nominated beneficiary upon the death of the staff member.

**Professional Staff** – Officer level and above.

**Promotion** – The advancement of a staff member from one grade to a higher grade within the same job family, or from one job family to another.

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

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

**Repatriation** – Return of staff and eligible dependents to the country in which the defined home base is located.

**Spouse** – Only those with valid marriage certificates are to be considered married, though a partner in a relationship of at least one year supported by legal documentation shall be considered as such.

**Total remuneration** – Is the sum of the basic salary and benefits that a staff is entitled to as per letter of appointment (cash and non-cash).

# Chapter 1. General Policies

## 1.1. Introduction

CIFOR and ICRAF issue and maintain policies and procedures in other areas that affect persons working at CIFOR and ICRAF such as financial, safety and health, operations, research and science quality, security, protocol and other similar areas. Staff should consult the CIFOR and ICRAF websites and other appropriate hub/regional offices for additional and more specific applicable policies outside of the Global Aligned Human Resources Policy Manual. This Global Aligned Human Resources Policy Manual, herein after referred to as 'the manual' is designed to provide a clear statement of CIFOR and ICRAF's human resources policies. The policies contained in this manual are in keeping with CIFOR and ICRAF's mission, vision and values. These policies embody the general terms and conditions of employment with CIFOR and ICRAF as well as the privileges, duties and obligations of the organisation and staff members. The policies should be used to inform and guide day-to-day human resources decisions across all locations where CIFOR and ICRAF carry out their work.

### About CIFOR and ICRAF

CIFOR and ICRAF have been working together for a quarter century, cooperating on research projects, co-publishing papers and as part of the CGIAR Forests, Trees and Agroforestry (FTA) research program. This is the world's largest research for development initiative aimed at enhancing the role of forests, trees and agroforestry in sustainable development, food security and addressing climate change.

With the effective merger, CIFOR and ICRAF are governed by a Common Board possessing diverse skills in areas such as agroforestry and forestry science, natural resources management, audit, finance and risk management, policy and governance. The primary mandate for the Common Board of Trustees is providing governance oversight to ensure ICRAF, CIFOR and the CIFOR and ICRAF merger function to the highest standard to execute their mission. In order to do this effectively, the Common Board of Trustees has delegated the day-to-day management of CIFOR and ICRAF to the Directors General who are assisted by senior management teams that have actively worked towards a single Integrated Leadership Team and unified policies including this global aligned human resources policy manual.

### CIFOR and ICRAF's Values

Core values set the tone for the organisation's culture, they identify what the organisation cares about and help in the achievement of their core mission. These values point to a common purpose and understanding which people use as a basis to build great working relationships.

Success in living and fostering these values are fundamental to maintaining a vibrant organisation, contributing to science and achieving impact. The following are CIFOR and ICRAF's core values:

**Professionalism:** CIFOR and ICRAF maintain ethical standards and integrity throughout their work. We strive for high quality and standard of work, and seek to demonstrate accountability in our research, transparency and equity in our methods and approaches and honour individual and partner contributions and engagement. We devise organisational policies and procedures that ensure fairness and implement them consistently in a fair and transparent manner.

**Innovation, Impact and Creative thinking:** CIFOR and ICRAF promote a culture of innovation, embracing creative and risk-taking solutions developed through continuous learning, problem solving and independent thinking. We pursue research that provides evidence and innovative solutions needed to scale up investment in sustainable development. We increase the visibility and accessibility of our research through effective and quality communications to generate accelerated development and scientific impact, as well as increase and accelerate the use and impact of our research.

***Mutual respect, inclusiveness and collaboration:*** CIFOR and ICRAF support a work environment that fosters trust, teamwork and diversity. We acknowledge and respect all those we work with, irrespective of nationality, gender, culture, religion or our different needs regarding the balance between work and family. We promote equity, empowerment, independence of thought and open participation. We celebrate the achievements of our colleagues and partners. We promote a highly inclusive, open environment for full participation, a sense of belonging, mutual commitment and supportive engagement for all.

***Commitment to environmental sustainability and social equity:*** CIFOR and ICRAF's research is driven by a commitment to improving livelihoods of smallholders and protecting the environment through sustainable and equitable land use, innovative finance and integrated landscape management.

## **1.2. Why Human Resources Policies?**

CIFOR and ICRAF endeavour to establish terms and conditions of employment that are clearly recognized as being fair to the interests of all those concerned. CIFOR and ICRAF aim to encourage all staff to take interest and pride in their vision and mission and program of work to achieve them. The organisations want to encourage all persons associated with CIFOR and ICRAF to continuously exert their very best talents and efforts in the discharge of their responsibilities in contributing to our success. Human Resources Policies are updated and maintained as a guide and enablement to staff and all concerned in the management of human resources matters. These policies therefore serve as a reference point when human resources management practices are being developed or when decisions are being made about CIFOR and ICRAF's workforce.

## **1.3. Purpose of this Manual**

The global aligned human resource policies contained in this manual set out the conditions of service and the basic rights, duties and obligations of CIFOR and ICRAF's staff members including Directors General and those seconded to CIFOR and ICRAF by Governments or Partner Institutions as approved by the Board of Trustees. The purpose of this manual is to be the primary reference document for communicating and interpreting human resources core policies and sets of standards to all staff in line with human resource management practices for CIFOR and ICRAF's effectiveness.

CIFOR and ICRAF's Directors General reserve the right, based on changing conditions and/or other considerations, to modify, revoke, suspend or terminate any or all these policies, either fully or in part, at any time, with or without full notice. Such modifications, revocations, suspensions, terminations or changes shall 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 and/or converted to another entitlement, or paid in cash or kind. An entitlement not used as set forth in the policy statement is therefore extinguished and cannot be reclaimed. Provided that under unusual circumstances the Directors General may make exceptions to this situation.

## **1.4. CIFOR and ICRAF's Responsibilities**

The Board and management of CIFOR and ICRAF undertake to provide a working environment that shall permit staff to achieve the high levels of performance by staff and subsequently by CIFOR and ICRAF. CIFOR and ICRAF seek at all times to:

- Provide fair and equitable treatment of staff;
- Encourage self-development and advancement opportunities;
- Discourage discrimination of any form in employment, based on ethnic origin, nationality, race, colour, gender, age or religion;
- Provide secure and well-equipped physical and virtual working spaces; and

- Encourage and provide opportunity for staff communication and involvement in matters of their concern.

CIFOR Constitution and ICRAF's Charter and By-laws provide to the **Board of Trustees** the following powers relating to staff matters:

- To determine the policies for CIFOR and ICRAF's operations; and
- To establish and adopt by-laws and rules for the general governance of CIFOR and ICRAF.

The CIFOR Constitution and ICRAF Charter and By-laws delegate to the Directors General the power to:

- Implement the policies established by the Board of Trustees; and
- Be responsible for CIFOR and ICRAF's operations and management.

The Director General shall be responsible and accountable to the Board of Trustees for the proper application of the Human Resources Policy Manual. The Director General shall monitor compliance with the policies herein and ensure that any such corrective action as may be required is taken.

### **1.5. Appointment of Acting Director General**

The Directors General shall designate a senior member of CIFOR and ICRAF's staff to serve as Acting Director General during periods of his/her absence from CIFOR and ICRAF's Headquarters. The designee will normally be drawn from those serving at Director level. The Directors General may also designate one or more alternates, in order of precedence, to serve as Acting Director General in the event of absence of both the Directors General and the primary designees.

### **1.6. Supervisor's Responsibilities**

The following are supervisors' responsibilities:

- To support and direct work assignments of staff assigned to them.
- To create an open communication environment in the team, encouraging staff 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, then the supervisor is required to pass it to the second level supervisor, 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 to foster teamwork.
- To ensure the health of the physical and virtual working environment within the team is maintained especially by addressing workplace conflicts professionally with a fair process of assessment.
- To support staff to attend self-development courses and trainings to improve performances
- To provide strategic guidance for the team or members of his/her team to contribute to the strategic objectives of the organisations.

### **1.7. Staff Responsibilities**

The policies herein are a guide to staff and assist in day to day operations within a framework that promotes certainty, consistency and objectivity. CIFOR and ICRAF staff including senior management have a responsibility to read and assist with the practical application of the policies laid out in this global human resources manual.

It is expected that each staff will:

- Be loyal and honest in dealing with CIFOR and ICRAF and shall not pursue personal or family interests to gain advantage in such dealings
- Be loyal and honest in dealing with beneficiaries of CIFOR and ICRAF's programmers, donors and colleagues
- Be respectful of the trust placed in him/her including ensuring the proper use of CIFOR and ICRAF's resources and information
- Avert behaviour that is or might be seen as deceptive or harm CIFOR and ICRAF's reputation
- Uphold the core values of the organisations at all times
- Work towards creating a collaborative environment that encourages others to meet their performance targets

## **1.8. Applicability**

These Policies are applicable to all CIFOR and ICRAF staff members and all other staff on non -regular contracts engaged for conferences and other short-term services, to consultants, associates and to project staff 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 staff and not the global aligned human resources manual in its entirety.

## **1.9. Amendment and Review**

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

Human Resources Policies are reviewed periodically, and adjustments are incorporated as deemed advisable by the Directors General and the Board of Trustees.

All deletions, additions and modifications to the global human resources 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 Human Resources office.

## **1.10. Interpretation**

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

- CIFOR Establishment Agreement with its appended Constitution and ICRAF Charter
- The host-country agreements
- CIFOR and ICRAF Merger agreements
- CIFOR and ICRAF's By-laws
- The collaborative country agreements

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

## **1.11. Categories of persons working in CIFOR and ICRAF**

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

### **1.11.1. 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 two position categories of regular staff:

- Globally Recruited Positions (GRP)
- Locally Recruited Positions (LRP)

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

#### 1.11.2. Other Staff

Other persons working at CIFOR and ICRAF are individuals who are recruited to fill specific assignment roles established to undertake a particular piece of research or development activity or to assist with a 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 CIFOR and ICRAF.

The definitions of other persons working at CIFOR and ICRAF are as follows:

**i. Retainer Contract of Service (RCOS):** this applies to

- Staff who have worked for or were known to CIFOR and ICRAF in some capacity in the past
- Continue to have a role to play that adds value to CIFOR and ICRAF
- They are considered as staff and governed by HR policies
- They do not receive any benefits

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

Secondment also takes place when CIFOR and ICRAF second their staff to other organisations for a period of time; normally 2 years or depending on funding availability. This is done in order to increase the seconded staff member's competences and experience, to fill in for a staff member or for purposes of exchanging experiences and skills.

**iii. Post-Doctoral Fellows** – Post Doc is a staff member professionally conducting research after the completion of their doctoral studies, typically 2 years. The ultimate goal of a postdoctoral fellow position is to pursue additional research and mentoring in order to have better skills to pursue a career in research.

**iv. Fellows and Interns**

- **Fellows** – Are students enrolled in a Ph.D. programme and are participating in a capacity building program being implemented by CIFOR and ICRAF, as a part of a project requirement or in agreement with a partner or a donor institution. The purpose of their fellowship with CIFOR and ICRAF is to carry out field/laboratory research that is part of their dissertation/thesis and is also of interest to CIFOR and ICRAF's research and development agenda. To be eligible, Fellows must already possess some level of academic or professional expertise in a research field that is relevant to CIFOR and ICRAF. The duration of engagement depends on the length of the research phase. CIFOR and ICRAF may provide a modest monthly fellowship stipend, with transport from/to post of origin. Fellows can opt for full or partial self-financing of their costs as well. The final product of their fellowship is a defended thesis/dissertation at their academic institution, with due credit to CIFOR and ICRAF for co-supervision. Fellows are required to deliver at least one seminar on their research during their tenure.

- **Interns** – Are students in, or recent master’s graduates primarily MSc or M.A. programmes who participate in a capacity building program being implemented by CIFOR and ICRAF in any area of work whether research or non-research.

Interns may also be students who are enrolled as bachelor students in local or foreign universities or have just completed a bachelor’s degree but are not working towards a master’s degree yet, and one or more of the CIFOR and ICRAF supervisors find them well qualified to contribute to their programmatic activities. Prospective interns can have qualifications in any field relevant to the team where they are attached, including scientific and non-scientific fields. CIFOR and ICRAF may provide a modest monthly internship stipend, which may vary for various offices and/or project agreements. Interns can also self-fund their internship as volunteers. CIFOR and ICRAF develop youth’s capacity by providing opportunities to selected interns to work with CIFOR and ICRAF’s senior scientists and professional support services staff.

CIFOR and ICRAF’s fellowships and internships last for a duration of 6 months or as stipulated in the LoA signed by the relevant staff and external supervisors where applicable.

**v. Senior Associate and Associate:**

A Senior Associate is an individual with a significant track record of relevant experience and achievements, as a minimum, corresponding to the requirements of a Principal Scientist/Senior Manager.

Associates are individuals who are yet to reach a level that would qualify them as a CIFOR Senior Associate.

Associates are individuals who:

- Have influence that serves CIFOR and ICRAF’s interest but their availability is on a voluntary basis
- Are committed to CIFOR and ICRAF’s vision, mission, values and strategy
- Worked for or are known to CIFOR and ICRAF in some working capacity in past years
- Fully acknowledge affiliation with CIFOR and ICRAF in their work
- Add capacity to and raise the profiles of CIFOR and ICRAF
- Benefit in their own work from CIFOR and ICRAF’s standing, networks and infrastructure

**vi. Professional Consultants** – A consultant is an individual expert, or an agent of an organisation directly engaged by CIFOR and ICRAF, who possesses the required qualifications and achievements in a scientific or technical field, contracted to provide particular knowledge or type of service for a specific period of time. Consultants are not CIFOR and ICRAF staff and do not receive the benefits that staff do.

**vii. Temporary Staff** – Shall be hired if there is a need for CIFOR and ICRAF to fill a staffing gap for a period that is envisaged to last not more than six (6) months. Normally, temporary staff 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 position through recruitment action; due to unforeseen increases in the workload or new activities.

**viii. Casuals** – Are engaged for a limited time to fill a short-term gap and are normally contracted on daily paid wages based on the applicable local labour laws of the respective country. Casuals shall not be engaged for a continuous period i.e. typically not exceeding seven days. The engagement of casuals shall be processed through the respective administration or human resource representative in each location as outlined in the casual staff engagement procedures.

**ix. Volunteers** – Are individuals who join CIFOR and ICRAF for professional experience and exposure for a short period not to exceed 3 months and without remuneration.

Grievance and corrective action policy and procedures are applicable to persons other than regular staff as well.

Refer to CIFOR and ICRAF's HR Procedures Manuals for guidelines governing the engagement of consultants, temporary staff and casuals.

## **1.12. Management of Staff Hosted by Other Institutions**

- 1.12.1. For locations where CIFOR and ICRAF are hosted nationally, CIFOR and ICRAF shall make arrangements wherever possible to ensure that recruitment of their staff by a host institution is agreed upon by both parties. The host institution could be a CGIAR or non-CGIAR entity. Staff members recruited by CIFOR and ICRAF for hosted or non-CGIAR entities shall be subject to the rules and regulations of the host institutions. Where such arrangements prove impossible or impractical, CIFOR and ICRAF shall recruit their own staff, who shall remain subject to CIFOR and ICRAF's Human Resources policies and procedures. Employment conditions and in particular remuneration circumstances, shall differ from one country to another because of laws, customs, employment practices and economic conditions.
- 1.12.2. The Hub Leader/Regional Coordinator shall consult the Team Leader/Head of HR on all human resources matters in their hub/region.

## **1.13. Communication**

Open communication is essential for fostering a positive work environment. Staff are encouraged to participate actively in the free flow of questions, answers and ideas. The intranet notice boards, in-house publications, emails, global staff consultations, staff meetings and internal communications shall serve as the key media of communication throughout CIFOR and ICRAF.

## **1.14. Official Language**

CIFOR and ICRAF's official language is English. Use of other languages where necessary, shall be accompanied with translated official texts. Limits should be to the non-English national languages in the respective countries and their consular representations where applicable.

## **1.15. Nationality and Citizenship**

- 1.15.1. The **nationality** of a staff member indicates their country of **birth** and is the legal identification of the staff in international law, establishing the staff member as a subject national, of a sovereign state.
- 1.15.2. The **citizenship** of a staff member shows that the staff member is registered as a **citizen** by the Government of the respective Country. Citizenship is the status of a person recognized under the custom or law of a sovereign state as a member.
- 1.15.3. When a staff member has been legally accorded citizenship by more than one Country, the staff member's citizenship shall be that of the Country with which the staff member is, most closely associated to and declared. However, the Directors General shall not recognize more than one citizenship for each staff member for purposes of repatriation and home leave.
- 1.15.4. A staff member may request change of home-base only once during his/her employment with CIFOR and ICRAF.

## **1.16. Immunities and Privileges**

The immunities and privileges attached to CIFOR and ICRAF are conferred in the interests of CIFOR and ICRAF. These privileges and immunities do not provide any excuse to staff who enjoy them for non-performance of their private obligations or failure to observe laws and regulations of host country jurisdiction. In cases where CIFOR and ICRAF immunities are required to be waived, the staff member shall immediately report to the Directors General, who shall decide, whether they shall be waived. In the case of the Directors General, the Board of Trustees shall have the right to waive immunities.

## **1.17. CIFOR and ICRAF's Commitment to Spouses/Partners**

In order to be an employer of choice for candidates who may need to relocate their families from their home countries to CIFOR and ICRAF duty stations, CIFOR and ICRAF commit to supporting the spouses of global staff members by:

- Inviting spouses to attend relevant training opportunities within CIFOR and ICRAF;
- helping them to integrate into CIFOR and ICRAF community;
- inviting them to regular social events;
- Supplying them with information to assist them settle into the duty station, including sharing possible employment opportunities.

## **1.18. Staff Code of Conduct**

CIFOR and ICRAF have developed this Staff Code of Conduct to assist all staff to understand why it is important to conduct themselves in a professional and ethical manner and outline the business practices CIFOR and ICRAF promote.

As a member of staff of CIFOR and ICRAF, each staff member shall continually represent CIFOR and ICRAF in all they do. In their capacity as a CIFOR and ICRAF representative, it is important that each staff member understands the standards expected from them in maintaining and promoting a positive image of the organisation. CIFOR and ICRAF's Staff Code of Conduct is attached as **Annex I**.

## **1.19. Conflict of Interest and Declaration of Conflict**

As an international organisation, it is critical that CIFOR and ICRAF foster a culture of openness and transparency. CIFOR and ICRAF's conflict of interest policy seeks to raise awareness and encourage disclosure and discussion of anything that has potential to be in conflict with CIFOR and ICRAF's best interests.

A conflict of interest is defined as a situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest.

Staff shall inform the Directors General through their supervisor of any potential situation that may result in a conflict of interest, including, but not limited to, family, business or political connections or personal relationships that may impact upon a staff member's duty of loyalty to CIFOR and ICRAF or the ability of such staff to perform assigned tasks in an impartial and independent manner.

As per the Code of Conduct, all staff members are required to sign the Staff Conflict of Interest Declaration Form (**Annex II**).

## 1.20. Integrity

### Definition

Integrity is the act of being honest, truthful of one's actions, having strong moral principles and showing a consistent and uncompromising adherence to ethical/moral values.

CIFOR and ICRAF are committed to enforcing their policies, values and behaviours and recognizes the importance of integrity in executing assigned duties as key to all staff. Cases of questioned integrity are to be reported as this is a necessary act that can make a valuable contribution to CIFOR and ICRAF's efficiency and long-term success of their mission and values.

Integrity is the practice of being honest and showing a consistent and uncompromising adherence to strong moral and ethical principles and values. Integrity is choosing one's thoughts and actions based on positive values rather than personal gains.

Staff are encouraged to report actual or suspected non-compliance with CIFOR and ICRAF's policies and procedures as well as with external legal/regulatory requirements, including fraud and corruption.

Any staff or person who reports and/or provides any kind of information on activity within CIFOR and ICRAF that is deemed illegal, incorrect or unethical against CIFOR and ICRAF's values, shall be protected as outlined in the human resources procedure manual.

#### 1.20.1. Purpose

The purpose of this integrity policy is to ensure that CIFOR and ICRAF function in an open and transparent manner and reinforces CIFOR and ICRAF's commitment to their policies, values and desired behaviours.

The aim of the integrity policy is to encourage staff and others who have serious concerns about any aspect of breach of policy, values or desired behaviours to come forward and voice those concerns directly or through whistleblowing. However, whistleblowing should not be used by staff members to abdicate their normal supervisory duties and responsibilities.

It is the responsibility of any staff who may have information on or be privy to violations or suspected violations of CIFOR and ICRAF's policies, procedures, values and desired behaviours to bring the issue to the attention of management. It is also the responsibility of staff to cooperate with duly authorized audits and investigations.

#### 1.20.2. Scope of Integrity Policy

The integrity policy applies to all CIFOR and ICRAF staff members (covering all types of employment contracts including, without limitation regular, part-time, and temporary staff), interns, visiting scientists, fellows, consultants, volunteers, and board members. Additionally, this policy is available as a reporting mechanism to all CIFOR and ICRAF beneficiaries, donors, visitors, contractors, and vendors. This policy also is available as a reporting mechanism to staff of other CGIAR Centres and entities, although in such cases the investigations procedures may be adjusted in coordination with appropriate management of the other relevant legal entities.

The integrity policy shall be implemented to address a situation that has potential detrimental and serious consequences for CIFOR and ICRAF or for other staff. Any person who may have information on or be privy to such a situation is encouraged to share their concerns, questions, suggestions or complaints with their immediate supervisor or HR Office or Director Corporate Services as outlined in the procedure manuals.

# Chapter 2. Recruitment Policy

## 2.1. Introduction

Recruitment is the process of preparing, sourcing, screening, selecting, hiring and onboarding staff in a timely and effective manner. E-recruitment, also known as online recruitment, is defined as the use of web-based technologies for attracting, screening, and selecting job applicants and on-boarding of successful candidates.

Recruitment shall be geared towards attaining the highest standards of efficiency, competence, integrity and close technical and cultural fit for CIFOR and ICRAF.

## 2.2. Equal Opportunity Policy

CIFOR and ICRAF are equal-opportunity employers and therefore recruitment shall be based on transparent processes, subject to open competition without distinction to gender, race, nationality religion, age or persons with special needs. The paramount consideration in employment at CIFOR and ICRAF and in the determination of the conditions of service shall be the necessity of securing the highest standards of quality, efficiency, competence, and integrity, taking full account of CIFOR and ICRAF's commitment to diversity and inclusion within the organisation. CIFOR and ICRAF believe that diversity and inclusion contribute to their collective competitiveness and effectiveness as international research institutions.

Without prejudice to the recruitment of fresh talent at all levels, regard shall be given in filling vacancies to the requisite qualifications and experience of staff already in the service of CIFOR and ICRAF. Where it is deemed fit, internal competitive sourcing shall be given the first opportunity to fill the vacancies at CIFOR and ICRAF.

Requests for recruitment action for all established positions shall be sent through Director Corporate Services to the HR office. The requests must be accompanied by a job description (with proposed job title and a grade), a Vacancy Authorisation Form (VAF), cost estimate and budgetary code.

## 2.3. Recruitment Approaches and Techniques

The following are CIFOR and ICRAF's recruitment techniques that shall be adopted by the HR team:

### i. Internal Sourcing

- a. Direct Hire
- b. Competitive Internal Sourcing

### ii. Open Competitive Sourcing

- a. Advertising in various media platforms
- b. Headhunting
- c. Sourcing candidates from the recruitment databases

#### 2.3.1. Internal Sourcing

2.3.1.1. **Direct Hire** – This will apply only to current staff who have had proven record of a rating that is above and beyond satisfactory performance in their current roles and have the requisite competencies to take up the position they are being nominated to. CIFOR and ICRAF may use direct hire as part of succession planning, career growth and staff motivation. Staff nominated for direct hire shall go through an interview process to endorse their capabilities to take up the role they have been nominated to for direct hire. However, in cases where the staff had already been assigned the role for a period >6 months and has shown exemplary performance DG may select to waive the interview process. Nomination of staff for all levels and categories of staff shall be done and interviews with nominated panel members held to endorse the nomination.

2.3.1.2. **Internal Competitive Sourcing** – Applies when vacant positions are advertised internally for the sole purpose of attracting candidates internal to CIFOR and ICRAF. Eligibility will typically include current staff and interns meeting the required qualifications for the job and former staff separated either through redundancy or termination by notice and are in good standing with CIFOR and ICRAF. A waiting period of up to six (6) months shall lapse before a former staff who separated voluntarily can apply to be considered for a vacant position.

Should former staff be successful in the recruitment process, they shall be considered as a new staff member and shall be subject to all policies, procedures and benefits as would a newly hired staff.

## 2.3.2. Open Competitive Sourcing

### 2.3.2.1. Advertising in various Media Platforms

All Job advertisements on various sites shall also be uploaded online on the recruitment website page. The key is to advertise in media sites and platforms that are most likely to target prospective candidates.

### 2.3.2.2. Headhunting

When recruiting for leadership positions, specialised and functional roles, the HR office cannot rely solely on advertisements to find the most appropriate candidates. Thus, direct and targeted searches shall be conducted for specific candidates whose profiles indicate the knowledge and experience that fit the advertised role profile. If such candidates accept CIFOR and ICRAF's invitation to apply, they will be shortlisted and will go through the same formal selection procedures applicable to all other applicants.

### 2.3.2.3. Sourcing Candidates from the Recruitment Database

The HR Office has collected numerous candidate profiles in its recruitment database from previous advertisements and from blind applications. This data is kept for only one year. These profiles are regularly reviewed to check whether candidates meet the requirements of the job currently being advertised. If a profile from the database meets the job's minimum requirements, the applicant will be shortlisted for interview together with other applicants.

## 2.4. Selection

The selection of suitable candidates may take into consideration their performance in written tests, presentations, personality tests and any other evaluations administered by the HR office.

The selection process shall also include an interview with the candidates which shall be arranged by the HR office. Interviews may be conducted physically i.e. face to face or may be done online.

## 2.5. Candidate Reference and Background Checks

The HR team shall conduct background investigations and reference checks for all candidates in order to obtain independent insights on the candidate's past on the job performance. It is also used to

ascertain independently, the information shared by candidate through the application and interview process. Where necessary and as indicated through the reference checks, further investigation into the character of the candidate may be requested by HR.

## **2.6. Pre-employment Medical Certification and Examination**

All appointments are conditional on the appointee providing medical certification as to his/her physical capacity to carry out the duties of the respective position, including residence at a duty station and travel to locations where access to medical care may be limited. CIFOR and ICRAF shall reimburse the costs of medical examinations required for such certification.

## **2.7. Privacy obligations**

- 2.7.1. As part of recruitment process, CIFOR and ICRAF, through the respective HR office, collect and process personal data of job applicants. CIFOR and ICRAF are committed to comply with international personal data protection laws and seeks to promote transparency and accountability in how they collect, process, store and use such personal data in compliance with the data protection obligations and the principle of trust. All personal data including sensitive personal data collected and processed by HR Office will be treated in strict confidence and subject to Personal Data Protection Policy and Implementation Procedures. Specific measures will be put in place particularly when processing sensitive data to safeguard the fundamental rights and the interests of the job applicants and recruited personnel.
- 2.7.2. Prior to recruitment, the HR Office will provide job applicants with clear and transparent information about what data is collected and the purpose(s) of collecting and processing such personal data as well as the legal basis for doing so. A link to Privacy Notice which is easily accessible in the CIFOR and ICRAF websites shall be provided in the job application page.
- 2.7.3. HR Office shall document the legal basis of processing personal data and its purpose(s). Personal data should only be collected for specified, explicit, and legitimate purposes and not further processed in a manner that is outside the intended purpose. If there is a new purpose, HR Office shall inform job applicants, candidates and/or recruited personnel and record the new purpose(s).

## **2.8. Appointment and Re-appointment**

- 2.8.1. The HR office shall review and recommend the appointment of staff to the Directors General. Staff shall be appointed for a contract period of not exceeding three (3) years, CIFOR and ICRAF may employ former staff. In this case, this shall be considered as a reappointment of the former staff and shall be based on previous satisfactory performance at CIFOR and ICRAF and/or current employer as well as the organisations' staffing needs and availability of funding.

The Directors General shall appoint and re-appoint staff members at all levels but may delegate this authority as necessary.

- 2.8.2. No commitments for appointments and re-appointments shall be made before the Directors General have taken a decision. Communication and consultations on staff matters with any authorities or persons outside CIFOR and ICRAF may only be undertaken by the Directors General and the Director Corporate Services or a duly authorized representative. All staff members shall observe utmost discretion with regard to information which may come to their attention in the course of the recruitment process.
- 2.8.3. Locally Recruited Positions



The Directors General have delegated the appointing power for locally recruited positions as follows:

- i. Locally recruited positions in the hubs or regions, for whom the Hub Leader or Regional Coordinator has been delegated this responsibility.
- ii. Locally recruited positions (Officer grade and below) at CIFOR and ICRAF HQs, for whom the Director Corporate Services has been delegated this responsibility.

#### 2.8.4. Directors and Globally Recruited Positions

The Director Corporate Services or Human Resources shall make recommendations to the Directors General for the appointment and re-appointment of Directors and Global Recruited Positions.

#### 2.8.5. Directors General

The appointment and re-appointment of CIFOR and ICRAF's Directors General rests with the Board of Trustees in accordance to the Charter and for periods established by it.

### 2.9. Appointment of Immediate Family Members

2.9.1. The appointment of immediate family members (e.g. husband, wife, partner, father, mother, son, daughter, brother or sister, etc) to a regular or part-time position shall be subject to the standard selection procedures, the normal rules and procedures of employment and to the following conditions:

- I. They meet CIFOR and ICRAF's standards of being the best available professional for the position, locally or globally, as the position may demand.
- II. They shall not be supervised by or report to the immediate family member, nor shall the immediate family member report to or be supervised by them.
- III. They declare their familial relationship to the existing staff members.
- IV. They shall not work together in the same functional team. One shall not audit/assess the work of the other, or have access to confidential information relating to, and/or participate in the process of reaching or reviewing an administrative decision affecting the status or entitlement of their immediate family member.
- V. Where an offer of employment is extended to an immediate family member of a staff, the staff shall submit documentation in writing to the Director Corporate Services indicating that no actual or potential conflict of interest exists between the two positions to be held by the immediate family members.

### 2.10. Effective Date of Appointment

2.10.1. Appointment of staff from outside their appointed duty station takes effect from the date of commencement of travel to the duty station or and shall not exceed two working days. The staff member shall report for duty not later than the third day following the commencement of the travel period.

2.10.2. Appointment shall alternatively be considered to have taken effect when the new staff takes the first formal onboarding session where travel is not necessary and where the staff is able to report to work virtually from home.

2.10.3. Upon appointment, the staff member shall receive a letter of appointment that contains expressly or by reference all the terms and conditions of employment.

## **2.11. Duration of Appointment and Probation Period**

- 2.11.1. CIFOR and ICRAF operate in an increasingly nimble and dynamic environment requiring agile staffing policies. CIFOR and ICRAF have no endowment or other sources of long-term funding and therefore cannot guarantee tenure. However, within their operational framework, CIFOR and ICRAF shall make every effort to provide continuance of employment to staff with commendable performance.
- 2.11.2. All initial regular appointments shall normally be issued on a fixed term basis, typically between one (1) year to three (3) years. Contract renewals are based on organizational needs, performance and availability of funds. Newly appointed staff shall serve 6 months' probation period on initial appointment. Provided however that CIFOR and ICRAF shall be guided by the local labour laws in relation to the probation period for individuals recruited under locally recruited positions.
- 2.11.3. Where a staff member resigns during probation period Clause 8.2.2 under the Separation from Employment policy shall apply.
- 2.11.4. Confirmation of the appointment of the staff member depends on satisfactory completion of the probation period, as evaluated by the supervisor and endorsed by the relevant director. Extension of the probation period not more than six (6) months 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 Corporate Services. The staff member shall be informed in writing, explaining the reason for the extension and detailing the improvements required. If performance is still below expectation, management may use its discretion and terminate the contract within the provisions of this Human Resources Policy Manual and the Human Resources Procedures Manual as well as the applicable local labour laws in the case of individuals recruited under local recruited positions.
- 2.11.5. During the probation period staff members shall be entitled to the full package of benefits and allowances as per their letter of appointment.
- 2.11.6. During the probation period, performance objectives must be agreed with the new staff member and documented. The staff member's performance and conduct should be monitored, and regular feedback and support should be given by respective supervisor(s).
- 2.11.7. Probation reviews shall be conducted by the supervisor and the results communicated to the staff member. The final probation evaluation shall typically be at 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 Team Leader/Head of Human Resources for confirmation of the staff member. If the recommendation is approved, the staff member shall be confirmed in writing to the end of the agreed contract period.

## **2.12. Onboarding Program**

- 2.12.1. Principles
  - i. All new staffs shall undergo face to face or on-site or online induction and orientation through a well-planned and structured programme.
  - ii. CIFOR and ICRAF shall set aside a period of time for induction and orientation for new staff and will guide individuals through that process.
  - iii. Induction and probation periods are interdependent processes that shall be linked accordingly.
  - iv. Responsibility for the overall induction program rests jointly with the HR and the new staff's supervisor. Additionally, new staff are expected to take some responsibility for

their on-site or online induction by being proactive in seeking information and in making use of existing CIFOR and ICRAF resources such as the intranet and more experienced staff.

### 2.12.2. Objectives

The objective of orientation and induction are to enable staff to:

- i. Gain a good understanding of CIFOR and ICRAF's mission, vision, values, policies and procedures in order to ensure success in meeting CIFOR and ICRAF's goals
- ii. Understand the key requirements and context of their job
- iii. Access the resources they need
- iv. Develop working relationships with other staff

All newly appointed staff shall undergo a three-month induction program for the purpose of enabling them to integrate into CIFOR and ICRAF and into their job roles. To ensure that all pertinent steps are covered in the induction and orientation process, the supervisor shall also draw up the induction plan in consultation with the human resources office.

The induction programme may be done online or face to face and shall commence with:

- Online or face to face meetings with various functional teams to familiarise the new appointee with CIFOR and ICRAF
- Online or face to face meetings with the supervisor to clarify the job role and expected deliverables
- Online or face to face meetings with Human Resources staff to provide information on CIFOR and ICRAF's vision, mission, organisation structure, health and safety matters and any other matters pertinent to the appointee's assimilation into CIFOR and ICRAF
- Relevant site visits and campus location tours where possible
- A review with the supervisor to conclude the induction program

At the end of the induction period, the induction plan shall be submitted by the supervisor to the HR office as confirmation that the induction process has been successfully completed. The completed and signed induction plan will be kept in the new staff member's personal file.

# Chapter 3. Work Environment

## 3.1. Introduction

CIFOR and ICRAF are committed to providing equal opportunities to staff members in achieving a healthy work-life balance. This policy covers working hours and various forms of leave and other work environment matters including mothers and infants, chronic/critical illness, HIV/AIDS, staff welfare health and safety and child labour.

The Gender, Diversity and Inclusion, and Integrity policies also is outlined in this chapter. In addition, staff are required to adhere to the CIFOR and ICRAF Safeguarding Policy and a summary of this policy is outlined herein. Staff should go through the provisions of the Safeguarding Policy as directed in clause 1.15 of the policy.

## 3.2. Normal Working Week

- 3.2.1. All staff are expected to devote the time and energies necessary to fulfil the requirements of their appointment.
- 3.2.2. To facilitate staff interaction and work, it is expected that staff will be available during these hours, and if not, that their supervisors shall know where they can be reached.
- 3.2.3. The work week typically comprises 37.5 hours beginning Monday and ending Friday.

## 3.3. Hours of Work

Staff shall be expected to observe the official working hours. A staff member who recognises that they may be late due to circumstances beyond their control must inform their supervisor or HR office and explain the circumstance and the time they expect to arrive at work. Failure to inform the supervisor or HR office of one's lateness shall lead to interpretation of such lateness as unauthorised leave and may result in disciplinary action. Management will have the right to decide what constitutes an acceptable reason for lateness.

## 3.4. Absence and Unauthorised Leave

- 3.4.1. If for any unforeseen reason a staff member is unable to report for duty it is their responsibility to notify their supervisor within the first half hour of work but not later than 12:00 hours or noon on the day of the absence of their inability to report to work. A leave request must be submitted accordingly as soon as the staff member resumes work.
- 3.4.2. 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.
- 3.4.3. If a staff member has an unauthorized or unjustified absence from work, such absence shall be charged to leave without pay, and the staff member may be subject to disciplinary action. Continual lateness (2 or 3 consecutive times) shall also be subject to disciplinary action. Tardiness and absenteeism are grounds for disciplinary action, including termination.
- 3.4.4. Staff members must make every effort to give their respective offices or supervisors as much advance notice as possible for any absence in order to permit workflow to be properly scheduled, especially in those positions where a temporary replacement hire will be necessary.

- 3.4.5. Staff members shall be considered to have absconded duty or abandoned their position if CIFOR and ICRAF have not been advised within 3 working days of the reasons for his/her unauthorized absence from duty. Termination for abandonment of position shall not require disciplinary proceedings.

### **3.5. Flexible Hours, Working from Home and Part-Time Employment**

#### **3.5.1. Flexible Hours**

- 3.5.1.1. CIFOR and ICRAF recognize that for certain positions' continuous staff presence in the office is not always mandatory. In such cases and at CIFOR and ICRAF's discretion, such periods shall be determined in writing by CIFOR and ICRAF and 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 their team's objectives. The supervisor must ensure that the stipulated working hours are adhered to and performance is not jeopardized.
- 3.5.1.2. The approval in writing of individual arrangements rests with the relevant immediate supervisor and the supervisor's director, in consultation with the Director Corporate Services. A review is necessary every six (6) months to assess the staff member's output during the period the staff member is on flexible hours.

#### **3.5.2. Working from home**

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 CIFOR and ICRAF and for such periods as may be determined by CIFOR and ICRAF to assess the staff member's output during the period the staff member is working from home.

#### **3.5.3. Working from Home or Other CIFOR and ICRAF Location**

Staff may request to work from other CIFOR and ICRAF office locations for short term period. This may be granted at the discretion of the supervisor and/or line manager. For staff hosted by partner institutions, the period of working outside CIFOR/ICRAF locations shall be determined by their respective letters of appointment (LOAs).

#### **3.5.4. Part-time Employment**

Staff may request that their regular employment contracts be reduced to less than twelve (12) months in a year to enable them to pursue individual interests for personal growth during their tenure with CIFOR and ICRAF. These reductions shall not normally exceed 6 months of the normal twelve (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 being conducted virtually or face to face such as, but not limited to annual programme review and the Board of Trustees meetings.

- 3.5.4.1. 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 with the exception of medical insurance, which remains intact but at the staff members' expense.
- 3.5.4.2. Based on organization needs and funding availability, CIFOR and ICRAF may request that a staff member's employment contract be reduced to a period not less than six months of the normal twelve (12) months in a year. The same conditions of service above shall apply.

### **3.6. Official Holidays**

- 3.6.1. Staff members are entitled to enjoy the national holidays of the country to which they are assigned.
- 3.6.2. 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.
- 3.6.3. Religious Holidays

Since CIFOR and ICRAF are international organizations comprising staff of varied cultural and religious backgrounds. It treats all religions equally. CIFOR and ICRAF do not grant specific holidays for religious observance other than gazette holidays. However, CIFOR and ICRAF may explore arrangements to permit the religious observance of staff members, provided that this does not incur undue costs to CIFOR and ICRAF. CIFOR and ICRAF may consider granting one day per calendar year for religious observance to staff members whose religious holidays are not gazetted.

### **3.7. Leave**

- 3.7.1. Approval and Reporting of Leave
  - 3.7.1.1. Leave approval should be requested and obtained from the supervisor on the appropriate leave application form normally at least five (5) working days before the leave is expected to commence. Where the leave to be taken is 1 or 2 days, staff may submit their leave request a day or 2 in advance.
  - 3.7.1.2. It is the responsibility of staff members to apply and check their leave balances in the leave system.

- 3.7.2. Annual/Vacation Leave

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.

- 3.7.2.1. Annual leave shall be accrued at the rate of 2.5 days per month or thirty (30) working days per calendar year for every year worked. Annual leave may be taken only when authorized, although personal circumstances and preferences of the staff member 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. Staff may carry forward a maximum ten (10) annual leave days to the next calendar year. CIFOR and ICRAF shall not pay cash of the leave days accrued during separation.

3.7.2.2. Staff may also request for advance leave up to a maximum of 15 days.

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
- vii. Paid paternity leave
- viii. Adoption 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. Unpaid adoption leave
- vii. Study leave whether paid or not
- viii. Religious holidays

3.7.2.3. Travel time to and/or from the home base is part of the vacation and not part of the working time.

3.7.2.4. 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.

3.7.2.5. CIFOR and 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.

3.7.2.6. 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, only ten (10) leave days shall be carried over to the following year.

3.7.2.7. If a staff member dies, payment in respect of the unused portion of the annual leave is made to their estate.

### 3.7.3. Compassionate Leave

3.7.3.1. Compassionate leave days are provided in addition to annual leave up to a maximum of seven (7) working days in any one calendar year for bereavement of an immediate family member.

3.7.3.2. For staff posted outside of their home country, the Director Corporate Services may 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.

### 3.7.4. Special Leave

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

### 3.7.5. Compensatory Leave for Mission Travel

Staff who are compelled to travel on mission over weekends may take one (1) day off per weekend travelled 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 personal issues. This one day is neither transferable to the next month nor can it be accumulated or added to leave days.

### **3.7.6. Compensatory Time**

Staff members, who are not qualified to be paid for overtime, may be granted compensatory time in recognition of unusual time demands. Compensatory time is meant to provide a staff member with leave days for work in excess of 37.5 hours per week when unusual needs arise. Staff shall take compensatory time within a month.

### **3.7.7. Sick Leave**

- 3.7.7.1. Any absence from duty on account of illness 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 three (3) consecutive days must be supported by a medical certificate from a qualified medical practitioner attesting to the illness. When a staff member claims illness during a vacation, all days of the illness must be attested to by a medical practitioner. Minor illnesses not attested by medical practitioner shall not be considered.
- 3.7.7.2. Staff are entitled to thirty (30) calendar days' sick leave per year with full pay and fifteen (15) calendar days with half pay. Annual leave days accrue during certified and paid sick leave and thereafter, annual leave shall be unpaid.
- 3.7.7.3. Staff are entitled to use up to ten (10) calendar days of their sick leave per year to care for ill immediate family members after which they shall take annual leave to do so. Absence from duty on account of dependent care for more than three consecutive days must be supported by a medical certificate from a qualified medical practitioner attesting to the illness of the dependent.
- 3.7.7.4. Unless otherwise stipulated by local labour laws, staff members shall not earn annual leave or additional sick leave during the period of prolonged sick leave. Prolonged leave is defined as paid time off beyond the 15 days of sick leave on half pay. Medical insurance, life insurance and retirement contributions shall remain in effect as if the staff member was continuing to work and shall be paid by CIFOR and ICRAF.
- 3.7.7.5. No sick leave shall be carried forward.
- 3.7.7.6. Staff members who have incurred illness or suffered injury while on duty shall be granted additional sick leave upon exhaustion of their sick leave entitlements on full pay either until they have recovered or until their appointment is terminated for medical reasons. Upon exhaustion of the sick and annual leave and if the staff member continues to sick, the staff member contract will be terminated, and the long term disability insurance will kick in.

### **3.7.8. Maternity Leave**

- 3.7.8.1. Unless otherwise stipulated by local labour laws, a female staff member is entitled to maternity leave up to a maximum of three (3) months on full pay. The maternity leave may commence three weeks before expected date of delivery and end generally nine weeks after delivery.
- 3.7.8.2. Additional leave beyond three months to care for an infant child may be requested for as advance or unpaid leave after exhausting one's annual leave. S
- 3.7.8.3. When applying for maternity leave the staff member must submit a medical certificate from a qualified medical practitioner stating the expected date of delivery.



### 3.7.9. Paternity Leave

- 3.7.9.1. Unless otherwise stipulated by local labour laws, a male staff member is entitled to paternity leave with full pay immediately prior to or on the day of the birth of a child, for a maximum of ten (10) working days. This leave is not part of the annual leave.
- 3.7.9.2. Staff shall be required to provide a copy of the notification of birth upon return from their leave.
- 3.7.9.3. Paternity leave shall be taken within the first 6 months of the child being born.

### 3.7.10. Adoption Leave

Unless otherwise stipulated by local labour laws, CIFOR and ICRAF's staff shall be allowed to take up to a maximum of ten (10) working days on full pay in year following adoption of a child. Adoption leave shall be taken within a period of 12 months following adoption of a child. Subject to the exigencies of service, staff members shall be entitled to adoption leave upon evidence of fully recognised adoption for children below 16 years of age.

In addition to the ten (10) working days, if the child is less than 2 years, the primary care giver may take up to fifteen (15) working days to care for and bond with their adopted child(ren) within twelve (12) months of the adoption. Staff shall be required to attach a copy of the adoption court order to their request for adoption leave.

If both spouses are staff members, each one is eligible for the adoption leave and the period of adoption leave not used by one spouse may be used by the other spouse.

### 3.7.11. Study Leave

The purpose of study leave is to enable scientists to undertake research or practical work in disciplines related to their present or imminent functions which will enhance their professional competence and qualifications and thus their usefulness to CIFOR and ICRAF. Study leave may also be granted to staff to raise their level of professional qualifications and to assist staff acquire new knowledge, skills and experience.

- 3.7.11.1. Study leave may be taken for formal academic study, research, writing, observation and experimentation, secondment to related institution, special skills courses, or participation in a 'think tank'. It is a privilege based on effective service to CIFOR and ICRAF and on the firm commitment by CIFOR and ICRAF and the staff member to enhance their effectiveness in contributing to CIFOR and ICRAF's mission, and dedication to that mission.
- 3.7.11.2. Study leave is not granted as a right, a reward of past service, or a termination benefit. The investment shall therefore be recovered from staff who have taken study leave should they leave CIFOR and ICRAF on their own accord within one (1) year from the time they return to active duty.
- 3.7.11.3. To be eligible for study leave the staff member must have completed at least three (3) years of full-time service with CIFOR and ICRAF. Staff on contracts that are less than 6 months are not eligible for study leave.
- 3.7.11.4. The study programme must have a clear and direct relationship with the overall direction of CIFOR and ICRAF's programmes and goals, the staff member's responsibilities within CIFOR and ICRAF and shall also be based on past performance of the staff member. Study leave is approved in writing at the discretion of the Directors General.
- 3.7.11.5. In order to allow for appropriate staffing arrangements, applications for study leave should be submitted six (6) months prior to the commencement of the study leave. Availability of this benefit may be limited to two staff members at a time from a function.

- 3.7.11.6. Staff wishing to apply for study leave must submit a request indicating the support of their supervisor to the HR office. The request shall be reviewed and forwarded to the Director Corporate Services who will seek final endorsement from the DG.
- 3.7.11.7. Upon DG approval, staff shall proceed on study leave for a period not exceeding six (6) months or as indicated in the project proposal.
- 3.7.11.8. Additionally, staff shall be granted an extra five (5) days of leave per year to sit examinations 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.
- 3.7.11.9. 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.

### **3.7.12. Special Leave Without Pay/Unpaid Leave**

- 3.7.12.1. Special leave without pay may be granted by the Director Corporate Services on the recommendation of the Human Resources Office and the staff member's supervisor when:
  - i. A staff member wishes to interrupt service with CIFOR and ICRAF to attend to exceptional personal matters
  - ii. A staff member is requested by his or her Government to render temporary services involving functions of a technical nature
  - iii. It is in the interest of CIFOR and ICRAF, to permit the staff member to undertake other employment or engagement
- 3.7.12.2. Unpaid leave may be granted in writing at the discretion of the Director Corporate Services subject to the recommendation of the supervisor. 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 (2) years of continuous service with CIFOR and ICRAF.
- 3.7.12.3. The maximum period of leave without pay shall not exceed six (6) months for the entire period of employment with CIFOR and ICRAF and may be extended further to another six (6) months upon review and approval of the Director Corporate Services.
- 3.7.12.4. 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.

### **3.7.13. Administrative Leave**

#### **3.7.13.1. Unscheduled Closure of CIFOR and ICRAF's Offices**

At the discretion of the Directors General, CIFOR and ICRAF offices may be closed and Administrative Leave with full pay shall be granted for situations where severe weather conditions, pandemics, power failures or the possibility of civil disturbances make it unwise or impossible to operate CIFOR and ICRAF's facilities.

Generally, if CIFOR and ICRAF's offices are officially open during inclement weather or other severe circumstances, staff members who are unable to come to the office shall or are unable to work from home charge shall be required to charge such time against annual leave. Any

exceptions to this policy would be considered on a case-by-case basis by the Director Corporate Services.

#### 3.7.13.2. Jury duty

In countries where jury duty is applicable, a staff member who is summoned to serve on a jury shall be granted all necessary leave with full pay. Payment received for jury duty shall be reimbursed to CIFOR and ICRAF except for money that has been identified to cover incidental expenses. The staff member's Application for Leave form should indicate that leave is for jury duty. The staff member is required to provide a copy of the official written notice to his or her immediate supervisor and the Human Resources Office as soon as possible after he/she is called to serve.

#### 3.7.13.3. Service as a court witness

A staff member who has been ordered by a court of law to serve as a witness in a civil or criminal court case related to CIFOR and ICRAF shall be paid full salary for the duration of the period of time that such service is required.

Staff members who participate in civil or criminal court cases, not related to CIFOR and ICRAF shall charge their annual leave.

#### 3.7.13.4. Voting

Half a day of administrative leave with full pay is granted to any salaried staff member on national or local election days in order to vote where the voting day is not a gazetted holiday.

#### 3.7.14. Open Door Policy

All staff members and individuals on non-regular contract are encouraged to share their concerns, questions, suggestions or complaints with their immediate supervisor or any staff member they are comfortable sharing their concerns with including CIFOR and ICRAF's Directors. However, if they are uncomfortable speaking with the supervisor or not satisfied with the supervisor's response, they are encouraged to approach the Human Resources Office, or use the available channels for anonymous reporting.

#### 3.7.15. Mothers of Infants and Young Children

CIFOR and ICRAF are committed to supporting female staff to participate fully in their jobs and careers at all stages of their life. This policy is designed to address the unique needs of CIFOR and ICRAF's mothers with infants and young children. The initial months in an infant's life are critical for both bonding and infant nutrition and CIFOR and ICRAF's maternity leave policies apply in early months after delivery.

After maternity leave, when mothers return to work the following options are available:

- i. Flexible hours, working from home or part-time employment – Mothers should discuss these options with their supervisor and HR if they are of interest.
- ii. Virtual meeting options are encouraged to be explored to avoid unnecessary travel demands on mothers of infants and young children.

### **3.8. Policy on Gender, Diversity and Inclusion (GD&I) in the Workplace Policy**

#### **Policy Statement:**

CIFOR and ICRAF recognise 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. In all processes, CIFOR and ICRAF aim at preventing and eliminating discriminatory behaviours, policies or practices within CIFOR and ICRAF that may intentionally or unintentionally prevent, inhibit or

undermine (on discriminatory grounds), the full and equal participation of all who wish to contribute to the mission of the organisation.

The purpose of this policy is to:

- i. Facilitate an inclusive work environment that embraces all that makes CIFOR and ICRAF unique and recognizes the benefits borne of this differentiation.
- ii. Preserve the rich diversity within CIFOR and ICRAF that includes nationality, language, race, ethnicity, gender, age, location, sexual orientation, personality, disability, family status or responsibilities, religion or belief, social class or any other areas of potential difference.
- iii. Provide direction in favourably positioning CIFOR and ICRAF to attract, retain and motivate a diverse and well skilled pool of talent.
- iv. Foster a culture that reflects CIFOR and ICRAF's Core Values of Professionalism, Innovation, Impact and Creative thinking, Mutual respect, inclusiveness and collaboration and Commitment to environmental sustainability and social equity.

#### **Benefits:**

CIFOR and ICRAF recognise the following as potential benefits of a highly diverse and inclusive workplace:

- i. Increased creativity, innovation and a consistently high level of productivity driven by the high quality and diverse workforce.
- ii. Improved morale and staff engagement.
- iii. Improved ability to recruit and retain high quality staff members from a wide variety of backgrounds, skills, outlooks on life and experiences.
- iv. Improved and supportive organization culture as a result of reduced discriminatory behaviors and conduct in the workplace.
- v. Improved relationships and communication with stakeholders (local governments, donors, NGOs, partner organizations, etc.).

#### **Expression of Commitment:**

**Equity** – CIFOR and ICRAF are committed to equity among its diverse workforce. Equity shall mean that all staff members, third parties, suppliers, contractors and other stakeholders receive fair treatment, that there is a transparency to cause and effect, and that consequences and rewards are clear. Equity will be expressed through unbiased access to opportunities.

**Gender Parity** – CIFOR and ICRAF shall take gender parity as the process of allocating resources, research programs, and decision making fairly to both males and females without any discrimination on the basis of gender and addressing any imbalances in the benefits.

**Diversity** – CIFOR and ICRAF shall take diversity as acknowledging the differences between staff members coming from a wide range of backgrounds, disciplines and experiences each bringing their own perspectives. This embodies the principle of fair treatment for all whilst understanding and respecting differences.

**Inclusion** – CIFOR and ICRAF shall take inclusion as a work environment where individuals are treated with dignity and respect, where the talents and skills of different groups are valued, enabling all individuals to contribute fully towards CIFOR and ICRAF's success. No staff or partner may be barred from contributing to any piece of work undertaken by CIFOR and ICRAF due to their differences.

The above commitments will find their articulation in all relevant aspects of the organisation, structure, process, communication and delivery of CIFOR and ICRAF's mission and mandate.

### **3.9. Chronic/Critical Illness, Infectious Diseases and Disability**

- 3.9.1. CIFOR and ICRAF's are 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 staff.
- 3.9.1.1. Should a staff member become inflicted with a long-term, infectious, life-threatening, slow-progressing or other threatening or serious disease or disability, CIFOR and ICRAF shall encourage such the staff 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 staff.
- 3.9.1.2. CIFOR and ICRAF shall not discriminate against any qualified staff or job applicant with regard to terms, privileges and conditions of employment due to the individual's physical disability. CIFOR and ICRAF shall treat such an individual as any other staff the condition notwithstanding provided that the said individual remains qualified to perform their duties. CIFOR and ICRAF, however, retain the right and duty to be satisfied that such an individual can indeed continue to perform the duties at the expected performance level. For CIFOR and ICRAF to be satisfied, therefore, it could become necessary for the staff to provide sufficient information to allow CIFOR and ICRAF to make an individualized assessment of their capabilities as relates to the specific functions of the respective position the staff holds.
- 3.9.2. Any staff concerned about the infectious nature of a serious disease of another staff member or other person working with or associated with CIFOR and ICRAF's work should convey this concern to the appropriate supervisor or Human Resources Office. Staff 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 office shall be subject to the treatment guided by the relevant policies in the Human Resources Policy Manual, and could include termination if necessary.
- 3.9.3. CIFOR and ICRAF shall support the prevention of HIV/AIDS among its staff and in the communities where they work, to the possibility of contributing to the care of those infected, and designing and implementing practices that mitigate the negative effects of the disease in affected communities and populations.

### **3.10. Drug Free Workplace**

- 3.10.1. CIFOR and ICRAF take pride in providing a conducive and caring work environment for all staff and hosted institutions. Staff health and well-being is paramount, and thus it is the intention of this policy to provide a drug-free environment for CIFOR and ICRAF and its entire staff.
- 3.10.2. It is not permitted to possess, manufacture, distribute, dispense, acquire, or gain access to any prohibited or controlled substances, including stimulants, antidepressants, narcotics, tranquilizers, hallucinogens, steroids or any local drug. Access to any such substances must be through proper medical advice and recommendation or strictly for scientific experiment.

### **3.11. Policy on Anti-Slavery and Human Trafficking**

Modern slavery is a fundamental violation of basic human rights and a crime. It takes various forms including slavery, servitude, forced or compulsory labour and human trafficking.

CIFOR and ICRAF are committed to taking steps to ensure that the modern slavery is not taking place within their work environment.

### **3.12. Policy on Child Labour**

CIFOR and ICRAF have zero tolerance to exploitative child and forced labour and does not employ any person below the age of eighteen years at the workplace and prohibits the use of child labour and forced or compulsory labour at all its locations.

The implementation of this policy is the responsibility of CIFOR and ICRAF's HR office which will ensure that staff recruited per location are aged 18 years and above. This policy shall be clearly communicated to all CIFOR and ICRAF staff and suppliers through induction programmes and the HR policy. All employment contracts and other staff records, documenting relevant details of staff, including age shall be maintained at the HQs and all regional offices shall be open to verification by any authorised personnel or relevant statutory bodies.

During recruitment or prequalification of CIFOR and ICRAF's vendors, the HR and the Operations offices shall ensure that no minors are engaged by checking all relevant records and undertaking due diligence so that the required minimum age in CIFOR and ICRAF's hubs, regions or locations is adhered to.

### **3.13. Staff Welfare**

The welfare of CIFOR and ICRAF staff members is very important to the realization of CIFOR and ICRAF's strategic goals. With this in mind, CIFOR and ICRAF have adopted policies, which ensure conducive working conditions, fair remuneration, standard hours of work and staff engagement. This policy's aim is to address the staff welfare needs for harmonious co-existence of all CIFOR and ICRAF staff and ensure engagement and retention.

### **3.14. Health and Safety**

CIFOR and ICRAF acknowledge the importance of providing a safe and healthy workplace to all its staff and will work to ensure the security and safety of staff and CIFOR and ICRAF's property including information. It is also the responsibility of the staff to take all necessary and reasonable precautions to ensure that they and their colleagues work in a safe environment. Reasonable precautions may include responsible raising of an alarm and use of protection devices (such as fire extinguishers) in the event of fire.

### **3.15. Policy on Safeguarding**

Safeguarding means promoting and protecting minors under 18 years of age and adults at risk from staff, board members, interns, students, consultants and other stakeholders (visitors, vendors, donors, partners and other persons with various interactions with CIFOR and ICRAF) working in CIFOR and ICRAF operations and programme activities. Safeguarding the health, well-being and human rights of minors under 18 years of age and adults at risk also means identifying and minimising the risk of harm to this vulnerable populous.

Safeguarding includes reporting any safeguarding concerns about a child or adult at risk to the appropriate authorities (police, DCI, local law enforcement). CIFOR and ICRAF staff members should go through this policy available on the CIFOR and ICRAF websites and refer any questions or concerns regarding safeguarding to the HR office. For the full safeguarding policy, it can be accessed at [MyCIFOR](#) and [ICRAF intranet](#).

# Chapter 4. Staff Representation

## 4.1. Introduction

Staff representation is defined as the right of a staff member to seek an individual(s) to represent them for the purpose of negotiating with management on matters such as but not limited to salaries, conflict and grievances, disciplinary matters and other working conditions.

## 4.2. Articles for Staff Association, Governance, Objectives and Bylaws

### Article I: Staff Association

The main objectives of CIFOR and ICRAF's Staff Associations are to primarily safeguard the rights of staff members. The staff association will seek to promote the interests and welfare of all members of staff and represent them, where necessary and requested, in discussions with management.

CIFOR and ICRAF's management value the mechanisms through which it may be apprised of staff ideas and concerns about its direction and operations, of which each staff is an important part. Such mechanisms also permit staff members to bring to management's attention, in an orderly manner, problems and concerns that affect staff working conditions. All staff members are encouraged to participate actively as members of the Staff Association.

Staff Association is expected to play an important advisory, but not decision making, role. Operational procedures and responsibilities of Staff Association is laid out in their By-laws.

The Directors General and Management Team (MT) shall establish and maintain continuous contact and communication with staff association in order to ensure their effective participation in identifying, examining and resolving issues relating to staff welfare, including conditions of work and other human resources policies.

In addition, the Directors General shall provide the opportunity for staff concerns/staff issues to be discussed, if requested by staff representatives, at regular meetings of CIFOR and ICRAF's MT and meetings of the Common Board of Trustees.

Both CIFOR and ICRAF shall each establish a Staff Association for each organisation. The Staff Association shall be known as the ICRAF Staff Association and the CIFOR Staff Association (hereinafter referred to as "Staff Association") representing CIFOR and ICRAF staff respectively.

### Article II: Governance

The Staff Association is governed by the requirements and rules of procedure under the CIFOR and ICRAF's Staff Associations' Charters and By-Laws and constitute their general body which elect an Executive Committee (EC). 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 Directors General. The Executive Committee shall meet when necessary. The Committee shall also meet regularly with the Human Resources Representative to discuss arising matters.

### Article III: Objectives

The objectives of the Staff Association shall be to further the welfare of CIFOR and ICRAF staff by:

1. Providing a formal line of communication between staff, the Integrated Leadership Team (ILT) and other groups of the CIFOR and ICRAF Community.
2. Providing a forum for staff to discuss CIFOR and ICRAF's policies, procedures, conditions of employment, and are a means for constructive dialogue.

3. Providing support required by staff while working at CIFOR and ICRAF as provided in various policies.
4. Providing effective participation in identifying, examining and resolving issues relating to staff welfare, including conditions of work and human resources policies.
5. Make proposals, as needed, on behalf of staff members to management.
6. Promoting the spirit of mutual respect and understanding among staff.

#### **Article IV: Bylaws**

Staff Association shall develop by-laws, which among other things will include the following:

1. Membership
2. Responsibilities of Members
3. Funding and Dues
4. Representatives and Officers
5. Removal from Office of an Executive Committee Member
6. Regional Representation
7. Powers and Responsibilities of the Executive Committees
8. Vacancies
9. Quorum
10. Meetings



# Chapter 5. Performance Management Policy

## 5.1. Introduction

CIFOR and ICRAF's Performance Management System provides a framework towards fostering a work environment that acknowledges staff contribution and builds staff capacity that ensures efficiency and effectiveness in meeting CIFOR and ICRAF's institutional obligations, current and future challenges.

## 5.2. Policy Statement

Performance Management Policy at CIFOR and ICRAF strives to facilitate and promote achievement of organizational performance through the effective management of individual staff and team performance. It presents an opportunity to improve the job satisfaction of staff, advance and support their career development by enabling understanding of their roles in relation to the organization's performance.

## 5.3. Application of the Performance Management Policy

This policy applies to all CIFOR and ICRAF staff members. For staff who have been on extended absence e.g. maternity, sickness or study leave, support should be provided by the supervisor to reintegrate them into the performance management cycle within 60 days during which objectives would be considered in the context of what would have been reasonable for the staff to have achieved before the extended absence.

## 5.4. Definitions

The following are definitions for terms and approaches used in the Performance Management policies:

- **Performance management** is an ongoing process of communication between a supervisor and an employee that occurs throughout the year, in support of accomplishing the strategic objectives of the organization. The communication process includes clarifying expectations, setting objectives, identifying goals, providing feedback, and reviewing results.
- **Competencies** – Behaviour, capabilities and abilities of staff in the organization.
  - **Core competencies** are behaviours, capabilities and abilities expected of all CIFOR and ICRAF staff and are drawn from CIFOR and ICRAF's Values. These are Professionalism; Innovation, Impact and Creative thinking; Mutual Respect inclusiveness and collaboration, Creativity and Inclusiveness; and Commitment to environmental sustainability and social equity.
  - **Job competencies** are behaviours, capabilities and abilities that are specific to jobs across CIFOR and ICRAF i.e. for both Scientific and Support jobs.
- **Development Potential** – This is the difference between desired and actual performance.
- **Goal** – A goal or a key performance indicator (KPI) is an idea of the future or desired result that an individual staff member or team envision, plan and commit to achieve. It is an effort directed towards an end.
- **Goal Setting** – This involves the development of an action plan designed to motivate and guide the individual staff or team towards a goal.
  - The difference between goals and objectives is that a goal is a description of a destination, and an objective is a measure of the progress that is needed to **get to the destination**.

- **Mentoring** – Mentoring is a professional relationship that meets a developmental need, helps develop full potential to the benefit of mentors, mentees and the organisation. Mentorship refers to the developmental relationship between a more experienced person and a less experienced person.
- **Coaching** – It is the process that aims to improve immediate specific performance challenges and supports staff learning.
- **Performance Evaluation/Review** – Performance evaluation is the process of assessing how effectively staff are fulfilling their job responsibilities and contributing to the accomplishment of set organisational goals. The formal performance evaluation determines the final rating for the individual staff member’s performance during a certain review period (usually a 12-month cycle).
- **Performance Management Framework Tools** – These are various performance management templates developed by CIFOR and ICRAF for documentation of performance planning, monitoring and reporting as indicated in the performance management guidelines.
- **Performance Improvement Plan (PIP)** – This is a formal process initiated to monitor and support staff in cases of recurring performance concerns.

## 5.5. Aim of the Performance Management Policy

The aim of this policy is to lay down a framework for the management of staff performance at CIFOR and ICRAF and to continuously develop a performance management system to support individuals and teams in enhancing performance.

## 5.6. Objectives of the Performance Management Policy

The Performance Management policy is intended to help CIFOR and ICRAF achieve their strategic performance goals by ensuring that individual efforts, actions and behaviours are aligned to the CIFOR and ICRAF’s strategic direction. The policy provides a framework that ensures individual staff, teams and supervisors have a common understanding of what is expected of their performance throughout the year. It also provides a platform for ongoing performance communication, to facilitate achievement of corporate performance expectations and is anchored on the following objectives:

- To improve the performance culture at CIFOR and ICRAF by creating a framework that focuses on development initiatives making staff take ownership of their career planning and management
- To create a means of supporting individual, team and organisational performance
- To integrate performance indicators with CIFOR and ICRAF dashboard and its metrics to guide organisation-wide priorities and decisions
- Set ambitious performance targets and facilitate achievement of the same.
- To attract, foster and retain high performing talent
- To incentivise, recognize and reward exemplary performance
- To create a framework for effective and regular performance feedback, and for identifying challenges in order to establish and confirm corrective follow-up actions

## 5.7. Principles of Performance Management

Performance management at CIFOR and ICRAF will contribute to the execution of the organisations’ vision, mission and strategic priorities if the process observes the key principles that it:

- Is a combination of individual, team and organisational performance

- ii. Promotes integration of the Performance Management System with other human resource processes (for example reward and progression) and organisation-wide processes at CIFOR and ICRAF e.g. strategic planning, monitoring and evaluation
- iii. Incorporates self-evaluation and robust feedback mechanisms
- iv. Promotes supported career development through approaches such as coaching and mentorship
- v. Integrates three (3) performance measures; effort, results and development/growth
- vi. Cultivates collective high-performance culture at CIFOR and ICRAF through appropriate rewards and identifies eligibility for progression.

## **5.8. Performance Management Framework**

CIFOR and ICRAF Performance management framework is a rational approach to managing the process by which the performance and development of individual staff members and teams within the organisation are continuously managed to ensure the organizations' corporate strategic goals are met. The process would therefore involve the following broad areas:

- I. Design - defining the expected performance standards and how to manage them
- II. Implementation - the performance management process (planning, review intervals, mentoring and coaching programs etc)
- III. Integration – approaches and tools for managing the outcome of performance so that it positively impacts individual and institutional growth for competitiveness (Dashboards, annual plans, etc).

# Chapter 6. Learning and Development Policy

## 6.1. Introduction

This policy strives to extend learning and development opportunities to all CIFOR and ICRAF staff in a consistent and fair manner in line with their career aspiration.

CIFOR and ICRAF recognise the importance of Learning and Development and its role in achieving their mission. Staff members are therefore encouraged and supported to continually improve their skills and abilities through both on-the-job and off-the-job training. Staff learning and development provides benefits to staff in terms of their overall career advancement, and to CIFOR and ICRAF in terms of achieving sustainable competitive advantage.

**Learning and Development** (L&D) is defined as targeted advancement of knowledge, skills, and competencies of staff, based on identified group or individual learning needs. These are usually generated from the annual Performance Management cycle where possible development potential in skills, orientation or knowledge and constraints are identified and a process to address them is established.

## 6.2. Learning and Development Policy

All staff shall typically have access to equal opportunities in all aspects of their learning and development such as coaching and mentoring for enhancement of career progression. The policy aims at supporting the improvement of key skills and competencies of staff and continuously strengthening required skill sets.

## 6.3. Eligibility for Staff Learning and Development

All CIFOR and ICRAF staff are typically eligible for in-house and external training. Their participation in external training (off-the-job training) activities, however, is subject to HR recommendation and approval as per approval training needs analysis matrix and availability of funding.

## 6.4. Identification of Learning and Development Needs

CIFOR and ICRAF shall provide opportunities for identifying individual staff learning and development needs for accountabilities and focused skills improvement noting that:

- I. Staff own the process of their career development
- II. Supervisors support learning and development and link it to CIFOR and ICRAF's strategic goals
- III. CIFOR and ICRAF provide tools and resources to facilitate learning and personal development to maximize performance
- IV. All staff shall participate in:
  - a. Performance review process which shall subsequently inform their personal development planning process
  - b. Annual review of previous Personal Development Plans (PDPs) and identification of development potential for future PDPs together with their supervisors.

### 6.4.1. Responsibility for the Organisation L&D

The Human Resource Office has the responsibility for the overall coordination of staff learning. In addition, the Human Resource Office organises training which is of relevance to the staff at large but not related to a specific CIFOR and ICRAF programme.

Specialised staff training related to specific programmes, projects, technologies and tools, may be organised for teams or locations where a need exists. Where Project leader has allowed a staff member to participate in an external training activity funded from project funds, reporting of such activity to Human Resources is required. This is limited to skills enhancement.

#### 6.4.2. Responsibilities of the Staff and Supervisor

6.4.2.1. Individual staff are also responsible for assessing their job-related skills, experience and knowledge to maintain high levels of performance throughout their employment. In consultation with their supervisors, staff are expected to identify appropriate training opportunities for necessary approval.

6.4.2.2. Supervisors are responsible for assessing and formulating training needs with all direct reports. Team leaders have the final approval for project funding, supporting appropriate learning experiences and providing time for learning and development opportunities.

#### 6.4.3. Types of Training

The three types of training recognized and available to all staff are on-the-job, in-house and external training courses.

6.4.3.1. On-the-job training is a training period undertaken by all staff members on entry into service or on taking up a new assignment. It comprises a step by step process of the staff member gaining experience in applying his/her skills and knowledge to the specific tasks to be performed. Supervisors and team leaders have the responsibility to assist the new staff member to a position not only in learning and adapting as effectively as possible, but also in reviewing and improving, as appropriate, methods of doing the work. This training involves coaching and may be face to face or online.

6.4.3.2. In-house or residential courses provide a more formal training and are complementary to on-the-job training. For in-house training courses the expertise available in CIFOR and ICRAF shall be utilised to the maximum extent possible. In-house training may comprise courses of a more general nature organised by the Human Resource Office or of a specialised nature and may also on be offered online.

6.4.3.3. External training (non-residential or off-the-job training) comprises all training activities which take place outside CIFOR and ICRAF. Subject to the availability of funds, a staff member may be allowed to participate in external training courses if it is relevant to his/her work and CIFOR and ICRAF's needs. Typically, these are short-term duration courses.

### 6.5. Training and Career Development for Staff under the Learning and Development Fund

6.5.1. Learning and development are directly linked to CIFOR and ICRAF's output, that is, the successful achievement of CIFOR and ICRAF's goals and objectives as laid out in CIFOR and ICRAF's Strategic Plan and identifies three key areas for Learning and Development:

- i. Organisational development needs
- ii. Team development needs
- iii. Individual training

6.5.2. All staff are eligible to benefit from CIFOR and ICRAF funds including the Learning and Development Fund for soft skills training based on the identified individual developmental needs and strategic organisational needs of CIFOR and ICRAF as expressed in the performance assessments and determined between the supervisor and the staff member. See **Annex III (A)** for Learning and Development Fund Guidelines.

Approval of learning and development requests by the Director Corporate Services shall be at CIFOR and ICRAF's discretion and shall be based on funding availability, the needs and priorities of CIFOR and ICRAF and the staff member's past performance.

## **6.6. Membership to and Participation in Professional Associations**

- 6.6.1. Membership and participation in recognised professional associations and their events are a means to achieve learning and development goals and to widen the reputation of CIFOR and ICRAF. CIFOR and ICRAF shall therefore assist research and 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 CIFOR and ICRAF, up to the maximum annual amount as set in **Annex II (B)**.
- 6.6.2. CIFOR and ICRAF recognise 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.
- 6.6.3. Staff members who have been invited to present a technical paper on a subject with direct connection to their responsibilities may have their travel and expenses covered by CIFOR and ICRAF, at their Director's discretion, as would be appropriate for an authorised mission trip.
- 6.6.4. In situations where the staff member has been requested by CIFOR and 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 line managers, or those delegated on their behalf, should anticipate travel needs and combine them with necessary mission trips.

## **6.7. Conditions**

- 6.7.1. Staff members who fail to complete an approved learning or development course, shall be required to reimburse CIFOR and ICRAF for the costs associated with their training as per **Annex III (A)**.
- 6.7.2. Staff members who have been sponsored for learning and development courses shall enter into a bonding agreement with CIFOR and ICRAF. Any such conditions shall be jointly agreed upon between the staff member and CIFOR and ICRAF before commencement of the training program.

## **6.8. Training Cancellation**

Cancellation of attendance or failure to complete a paid course for reasons other than exigencies of service or family emergency or personal illness will require the staff member to refund monies paid by CIFOR and ICRAF. This rule applies to all training courses, as it is regarded as a missed opportunity where another staff member could have benefited from the course instead.

For training activities that cost CIFOR and ICRAF an equivalent of USD 2,000 and above on tuition and related expenses per individual, staff members who participated in such training activity and who resign from service with CIFOR and ICRAF within a period of up to 2 years from the completion of the course shall be required to reimburse CIFOR and ICRAF pro-rata for course fees and related expenses including travel.

The Human Resources Office shall periodically review the usefulness and effectiveness of the training programmes for CIFOR and ICRAF and make appropriate recommendations to management.

# Chapter 7. Grievance, Disciplinary and Corrective Action Policy

## 7.1. Introduction

CIFOR and ICRAF believe 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. The aim of this policy is to set and maintain high standards of behaviour within CIFOR and ICRAF.

This policy addresses situations where staff are aggrieved or discontented with work-related issues, disciplinary measures or issues that may adversely affect their performance. The policy shall ensure that appropriate corrective action is taken where standards are not met and ensure that all staff are treated fairly and consistently during the disciplinary process.

## 7.2. Grievance, Disciplinary and Corrective Definitions

For the purpose of this policy, the following definitions shall apply:

**Grievance** – A request by a staff member for an injury, injustice or wrong that gives ground for a complaint. The aim of the policy and procedures is to settle the grievance at its point of origin and to apply the principles of natural justice (procedural fairness).

**Offence constituting misconduct** – An offence happens when a staff member is in breach of CIFOR and ICRAF's laid down rules, guidelines, standards, policies and procedures. Offences shall normally be regarded differently depending on how *minor*, *serious* or *gross* including one that might result in dismissal for a first offence on the grounds of gross misconduct. A minor offence may be regarded as a serious offence if it is repeated, for example lateness.

**Alleged Offender/Responding Staff Member** – This is a staff member who is accused of breaking a rule or does not meet set standards and requires a particular reprimand.

**Due process** – Means having valid ground and giving CIFOR and ICRAF staff the right to defend themselves before recommending a sanction. *It* balances the power of the employer and protects the individual staff from it.

**Rules of Natural Justice** – The principle of natural justice by implication or explicitly means that CIFOR and ICRAF shall apply fair procedures and act reasonably at all times, particularly with regard to a disciplinary investigation concerning the staff.

**Disciplinary Action** – An approach used to deal with a staff member who commits an offence and may range from a verbal or written reprimand to summary dismissal. The purpose of disciplinary action is to rectify behaviour and document the process.

**Corrective Action** – Is the process of communicating with the responding staff in order to address undesirable behaviour or performance. Where the staff does not improve or if their behaviour continues to be unsatisfactory, appropriate disciplinary action shall be taken.

**Sanction** – Penalties or other means of enforcement used to provide incentives for obedience with the law, or with rules and regulations Is a reaction from others to the behaviour of an individual or group of individuals. This chapter outlines the negative sanctions against a staff member who shows non-conformity with set standards.

**'Days'** – Means any working hours or working days for the specific country in which staff member works or day that a staff member is carrying out work on behalf of CIFOR and ICRAF.

**Supervisor** – Means the immediate supervisor of the staff member. In this policy it may be appropriate for an alternative manager to act on their behalf in their absence.

**Line Manager** – Means the staff member’s next higher supervisor to whom matters are escalated should immediate supervisor be unsuccessful in resolving them.

**Senior Staff** – Means all positions on Management including Team/Theme Leader, Unit Head/Hub Leaders/Regional Coordinator.

**Protection** – Covers matters pertaining to the staff member’s terms and conditions of employment and staff member’s rights including the right to a safe work environment and the right to be given advance notice of termination. CIFOR and ICRAF’s duty of care also includes protecting its staff from psycho-social risks such as bullying, violence and hostility.

**Mediation** – A structured and interactive process where disputing staff discuss and achieve a voluntary mutual agreement that finally and definitively resolves all their disputes, without resorting to adversarial procedures such as disciplinary hearings. It can be assisted by a neutral third-party assist.

**Termination** – The discontinuation of service either voluntarily by the staff or involuntarily following termination of contract by the employer.

**Appellant staff** – A responding staff member or alleged offender seeking further hearing of the Board Chair with the aim of reversing the decision of the disciplinary panel and/or the Director General.

**Standard Dress Code** – A grooming code that espouses neatness, tidiness, general hygiene and modesty, sensitivity and appropriateness in style taking into consideration local customs.

**Lateness** – A staff member shall be considered to be late when they fail to report for work at the scheduled work time, leaves work before the end of assigned work time without their supervisor’s permission or takes an extended meal or break period without approval.

**Harassment & Discrimination** – Made by one or more persons, either on a one time or continuous basis that demeans, belittles or causes personal humiliation either through physical or verbal behaviour. Harassment creates a hostile, offensive and/or intimidating work environment.

### **7.3. Objectives**

The main objectives of this policy are:

- i. To contribute to and maintain high standards of performance of staff
- ii. To nurture and maintain a culture that results in effective work and high productivity
- iii. To promote CIFOR and ICRAF’s image and core values

### **7.4. Scope and Terms**

The scope and terms of this policy are as follows:

- a. This policy and related procedures apply to all CIFOR and ICRAF staff who have completed their probationary period. For staff on probation, all disciplinary issues shall be covered in the standard probationary conduct and performance reviews referenced in their contract.
- b. This policy shall cover, inter alia, matters related to sexual harassment, discrimination and work performance concerns.
- c. Complaints resulting from illness and absence related to sickness, should be dealt with under the policy on Work Environment.
- d. Where matters relate to drug or alcohol abuse as it affects staff performance or the reputation of the Institution, but not abusive behaviours resulting from such abuse, are to be handled under the policy related to Work Environment. Abusive behaviours affecting other staff are to be handled under this policy.



- e. All the above are subject to consideration of the local labour law requirements in relation to disciplinary proceedings, in line with the host country agreement where such grievances have taken place.

## **7.5. Principles**

The following basic principles, due process, rules of natural justice, documentation and protection shall guide the implementation of the grievance, disciplinary and corrective action policy and procedures.

### **7.5.1. Basic Principles**

- 7.5.1.1. Staff are encouraged to discuss problems with their supervisors first, because supervisors can often resolve these problems. Staff who have differences with their supervisors or colleagues may seek support from their line manager or staff association or Head/Team Leader of Human Resources. Only then should they consider opening a formal grievance process.
- 7.5.1.2. All matters pertaining to grievances shall be handled with utmost confidentiality.
- 7.5.1.3. Without prejudice, any unfounded allegations or malicious reporting based on lies shall result in disciplinary action.
- 7.5.1.4. Staff shall have the right to appeal against any formal disciplinary sanction taken against them. A staff member who is not satisfied with the DG's decision may file for an appeal. Any appeals against the DG's decision shall be referred to the Board Chair.
- 7.5.1.5. Staff shall only be suspended if necessary, especially where the allegations are so serious as to warrant suspension or for the protection of other staff. Suspension may be without pay.

### **7.5.2. Due Process**

- 7.5.2.1. Subject to CIFOR and ICRAF's respective HR manual on due process of disciplinary procedure, 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 their defense of another staff member or the representation of Staff Association (SA) and has been given reasonable opportunity to respond to those allegations.
- 7.5.2.2. No staff member shall be subject to disciplinary measures unless these are the recommendations of a duly constituted Disciplinary Panel, as appointed by the Director General, which has followed due process and whose recommendations are accepted by the requisite authority, typically the Director General.
- 7.5.2.3. If referral to the Disciplinary Panel is waived by mutual agreement between the staff member concerned and the Director General.
- 7.5.2.4. Due process should have taken place in respect of summary dismissal imposed by the Director General in cases where the seriousness of the misconduct warrants immediate separation from service.
- 7.5.2.5. The staff member shall be entitled to receive relevant reports, documents and recommendations, pertaining to any investigation and the deliberations of the panel.

### **7.5.3. Rules of Natural Justice**

Where a case has potential disciplinary consequences, including and up to dismissal, the Head/Team Leader Human Resources shall do the following:

- i. Present all allegations in full whether oral or written against the staff to the staff concerned
- ii. Inform the staff of their right to staff association representation if they so wish

- iii. Inform the staff of their right to a reasonable hearing to state their case in an enquiry which shall be held in good faith and without bias or arbitrariness
- iv. Hear the case being made by the complaining staff
- v. A judgement shall only be deemed right and final after all the facts disclosed have been considered to the satisfaction of the concerned parties
- vi. No one shall be judge in their own case

#### 7.5.4. Documentation

All complaints made shall be fully documented by the Head/Team Leader Human Resources and retained on a confidential basis. Documentation of any informal meetings shall also be kept by the Head/Team Leader Human Resources for reference and a copy given to the staff. The key information concerning the offensive acts to be included in the documentation includes:

- i. Description of the specific offensive act
- ii. The time and date of the offensive 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

If the alleged offender is the immediate supervisor, the written complaint should be presented to the next level supervisor, with a copy to the Head/Team Leader Human Resources. Any complaint against any senior staff shall be presented to the DG.

#### 7.5.5. Protection

Staff who violate a policy shall face the prospect of summary dismissal. However, in most cases and situations, a sense of proportion should prevail and minor sanction, coaching, mentoring or counselling should be considered if they can be expected to resolve the matter.

If a staff member continues to break rules or ignore work policies or continuously has performance problems, they typically should expect summary dismissal. However, before any such termination takes place, CIFOR and ICRAF shall try to ensure that the staff has been given a chance to resolve their issues and reclaim their employment relationship. b Summary dismissal is to be viewed therefore as a last resort after following due process that is verbal warning, written warning and suspension.

## 7.6. Disciplinary Process

### 7.6.1. Informal Action

Where parties agree that an offence does not require a full disciplinary process including disciplinary panel, such offences shall be deemed to be 'minor'. In such cases, the matter may be addressed quickly and informally through, for example, a discussion about expectations and standards of behaviour or through advice, training, coaching or mentoring. Those leading these conversations are duty bound to advise offending staff that further misconduct may lead to formal action being taken in future.

It is expected that even such informal actions are documented and related documentation should be sent to the Head/Team Leader Human Resources who shall keep them securely

either electronically or in hard copy. The Head/Team Leader Human Resources shall respond to the offended staff with a view of achieving closure, with or without a note to the relevant staff member's personnel file.

#### 7.6.2. Formal Action

In all cases of alleged serious or gross misconduct, the formal action procedure must be followed.

##### 7.6.2.1. Initial Assessment

Formal action commences when the Head/Team Leader Human Resources receives a complaint from a complainant and is charged with the duty of handling it with care and without prejudice towards the responding staff. The Head/Team Leader Human Resources shall assess the complaint if minor, serious or gross and document everything that is presented.

##### 7.6.2.2. Mediation

Where it is determined that the offence can be resolved through mediation, a mediator shall be nominated by the Head/Team Leader Human Resources. Mediation resolves conflict using communication and negotiation techniques. An agreement to mediate shall not constitute an obligation to reach a binding conclusion. All the documentation on the mediation process shall be maintained by the Head/Team Leader Human Resources.

##### 7.6.2.3. Investigation

The Head/Team Leader Human Resources may determine that the matter reported requires investigation in order to obtain more details of the case. This may happen especially if the matter cannot be concluded through mediation.

If differences of opinion on the seriousness of the grievance remain and supporting evidence is unavailable or remains inconclusive, the Head/Team Leader Human Resources shall nominate an investigation panel with the Director General's approval, that shall be charged with the task of obtaining additional information related to the matter. This panel shall include staff members with relevant and competent professional qualifications and experience. The investigation panel shall be constituted depending on the nature of the investigation and the competence or expertise required for the investigation.

Where the offence is serious or gross, the offending staff member may be suspended or sent on compulsory leave in order to allow for investigation to be conducted.

##### 7.6.2.4. Recommend Grievance Process (Mediation or Disciplinary Action)

On completion of the initial investigation, the Head/Team Leader Human Resources shall determine whether the claim is malicious and may dismiss it or may determine that it is a legitimate complaint. If the complaint is legitimate and constitutes minor, serious or gross misconduct, the Head/Team Leader Human Resources shall recommend the appropriate grievance action depending on the findings and conclusion of the investigation panel's report as follows:

- i. The Head/Team Leader Human Resources shall determine whether to recommend mediation for minor offences or institute further investigation for gross or serious misconduct.
- ii. Should the investigation come up with nothing substantial, mediation shall be recommended.
- iii. If the investigation panel shows that there is reason to have a disciplinary hearing, then the Head/Team Leader Human Resources shall again nominate staff members to

constitute the disciplinary panel. The investigation panel may transition to become the disciplinary panel or a disciplinary panel may be constituted, to consists of an odd number of staff members with relevant and competent professional qualifications and experience i.e.; one representative appointed by the Director General; one representative nominated by the Staff Association, other members proposed by HR and approved by the Director General.

- iv. Who should advise the disciplinary panel but should not participate in the disciplinary process. The list of nominees to constitute the disciplinary panel shall come from the Head/Team Leader Human Resources and approved by the Director General.
- v. The Head/Team Leader Human Resources shall present the disciplinary panel with findings from the investigation.
- vi. The Head/Team Leader Human Resources may also determine that a disciplinary hearing can proceed without any investigation and use the *prima facie* evidence where it is difficult to carry out an investigation before the disciplinary hearing where the offense is serious or gross.

#### 7.6.2.5. Determine next steps to be taken including timelines, duration

Any complaints that are considered legitimate shall be dealt with within 3 working days after reporting takes place. If it is determined that mediation shall resolve the concern, a Mediator shall be nominated by the Head/Team Leader Human Resources and the process shall begin in not less than 3 days of reporting the concern. Where an investigation is deemed necessary for further action to be taken, the investigation shall commence in not less than 3 working days after reporting is done and should be completed in not more than 1 week. Where the offence is serious or gross and it is determined by the Head/Team Leader Human Resources that it does not require any investigation and shall therefore rely on prima facie evidence, the disciplinary panel shall be nominated, approved and have its initial hearing in not less than 3 working days of reporting. The duration of the disciplinary process from reporting to conclusion shall be not more than six (6) weeks.

Any resignation tendered during ongoing investigations or disciplinary of a staff member shall be subject to the following conditions:

- a. The resignation shall not take effect unless accepted by CIFOR and ICRAF subject to the provisions of local labour laws applicable to staff and the Human Resource Policy Manual;
- b. The resignation notice issued must be for such period as to allow for the investigation and/or disciplinary process to come to a logical end subject to the provisions of the local labour laws, Human Resource Policy Manual and the staff member's Letter of Appointment;
- c. Any staff member who resigns to circumvent investigations and/or disciplinary action shall not be entitled to any terminal benefits which would be payable on regular termination;
- d. The circumstances of the staff member's resignation shall be duly noted in the staff member's file.

#### 7.6.2.6. Further Investigation

Where the Head/Team Leader Human Resources determines that the matter is complex, an external investigator (Auditor, Private Investigator, Lawyer) may be nominated by the

Head/Team Leader Human Resources for approval by the Director General to conduct further investigation. Further investigation may be conducted after an initial investigation or after a disciplinary hearing. The aim of this is to ensure that there is adequate information to make a final assessment on the matter in a just and fair way. During the investigation process, all concerned staff shall be treated in a fair and equitable manner in accordance with the rules of natural justice. Further investigation should be concluded within 1 week.

## **7.7. List of Actions that Constitute Minor, Serious and Gross Misconduct**

### **7.7.1. Offences constituting minor misconduct**

Minor misconduct may include, but not be limited to the offences below:

- i. Occasional absence from work
- ii. Repeated lateness
- iii. Repeated extended rest breaks without prior notice
- iv. Inappropriate standards of dress

### **7.7.2. Offences constituting serious misconduct**

Serious misconduct may constitute repeated minor offences or misconduct of a more serious nature which includes but is not limited to:

- i. Frequent absence from the workplace
- ii. Serious neglect or poor work standards
- iii. Neglect of safety and security precautions
- iv. Insulting behaviour towards colleagues or stakeholders
- v. Inappropriate or unauthorized use of CIFOR and ICRAF's property and position
- vi. Rowdiness at work that is disobedient to those placed in authority
- vii. Misuse of CIFOR and ICRAF's staff or vendors' staff for activities not directly connected with their official duties unless authorized by the person in charge of administration

### **7.7.3. Offences constituting gross misconduct**

Gross misconduct inconsistent with the fulfilment of the expressed or implied conditions of a staff member's contract of employment such that it would be unreasonable to continue the employment relationship. Gross misconduct may include but is not limited to the following offences:

- i. Financial or scientific dishonesty or fraud
- ii. Release of confidential information
- iii. Habitual or substantial neglect of duties
- iv. Assault on any other staff and fighting
- v. Reporting to work under the influence of alcohol or drugs or using illicit drugs in CIFOR and ICRAF premises
- vi. Willful disobedience and insubordination
- vii. Lack of the skills that the staff expressly or by implication made the employer believe he or she possessed before being hired
- viii. Absence from work at least three times without permission of the employer and without reasonable excuse
- ix. Gambling on CIFOR and ICRAF's property or elsewhere using its assets

- x. Theft or embezzlement of CIFOR and ICRAF's property or attempts to do so to the prejudice of CIFOR and ICRAF or their stakeholders even in the absence of legal proceedings
- xi. Manipulation or falsification of information and official records to facilitate employment, theft or embezzlement of CIFOR and ICRAF's property or aimed at hiding or delaying discovery of theft and embezzlement
- xii. Contravention of instructions or necessary work for the security of operations
- xiii. Leaking of professional secrets in cases where an important, material or moral prejudice may ensue for CIFOR and ICRAF or their stakeholders
- xiv. Discrimination and harassment of all types including sexual harassment, physical violence or bullying etc.

Any serious misconduct and gross misconduct above shall be brought to the attention of the staff in writing and the disciplinary procedure to be undertaken stated. The Supervisor, Line Manager or Team Leader shall initiate recording of the serious misconduct and/or gross misconduct.

## **7.8. Disciplinary Action**

Before the disciplinary hearings take place, the Head/Team Leader of Human Resources shall ensure the disciplinary panel members sign Non-Disclosure Forms and then explain to the members the details of the complaint or concern and give the responding staff member's names. Staff from Human Resources, Legal, Protocol, Audit or an officer from Human Resources as the Chairperson; one representative appointed by the Director General; one representative nominated by the Staff Association and approved by the Director General (where applicable) teams shall not be part of the panel by may provide guidance with the Director General's approval. The external investigators may also be called upon to give evidence. The disciplinary panel shall then proceed to have formal hearings and thereafter recommend appropriate action to the Head/Team Leader of Human Resources. The Head/Team Leader Human Resources shall review the recommendations, approve and submit the recommendation to the Director General for final approval. In the DG's absence, the Director General's designate and one other director shall make the final decision. All disciplinary matters shall be approved by the Director General or two (2) designated signatories from CIFOR and ICRAF.

## **7.9. Corrective Action**

Once communication with the responding staff commences, corrective action shall be deemed to have started. The corrective actions and sanctions are as follows:

Type of Culpability	Sanctions as Guided by HR Policy	Possible Options within the Sanctions (To be used as a guide by the Panel for Final Recommendations)
<p><b>Minor Offences</b></p> <ul style="list-style-type: none"> <li>i. Occasional absence from work</li> <li>ii. Repeated lateness</li> <li>iii. Repeated extended rest breaks without prior notice</li> <li>iv. Inappropriate standards of dress</li> </ul>	<p>Minor offense Verbal warning</p>	<p>Written warning</p>
<p><b>Serious Misconduct</b></p> <ul style="list-style-type: none"> <li>i. Frequent absence from the workplace</li> <li>ii. Serious neglect of duties or poor work standards</li> <li>iii. Neglect of safety precautions</li> <li>iv. Insulting behaviour towards colleagues or stakeholders</li> <li>v. Inappropriate or unauthorized use of CIFOR and ICRAF’s property</li> <li>vi. Rowdiness at work that is disobedient to those placed in authority</li> <li>vii. Misuse of CIFOR and ICRAF’s staff or vendors’ staff for activities not directly connected with their official duties unless authorized by the person in charge of administration</li> </ul> <p><b>Gross Misconduct</b></p> <ul style="list-style-type: none"> <li>i. Financial or scientific dishonesty or fraud</li> <li>ii. Gambling on CIFOR and ICRAF’s property or elsewhere using its assets</li> <li>iii. Theft or embezzlement of CIFOR and ICRAF’s property or attempts to do so to the prejudice of CIFOR and ICRAF or their stakeholders even in the absence of legal proceedings</li> <li>iv. Manipulation or falsification of information and official records to facilitate employment, theft or embezzlement of CIFOR and ICRAF’s property or aimed at hiding or delaying discovery of theft and embezzlement</li> <li>v. Gambling on CIFOR and ICRAF’s property or elsewhere using its assets</li> <li>vi. Release of confidential information</li> <li>vii. Contravention of instructions or necessary work for the security of operations</li> </ul>	<p>Serious misconduct inconsistent with fulfilment of the <u>expressed</u> or <u>implied</u> conditions of employment contract</p> <p><b>Summary Dismissal</b> Serious neglect or poor work standards</p> <p><b>Serious offense</b></p> <ul style="list-style-type: none"> <li>• Written warning</li> <li>• Failure to perform as expected</li> </ul> <p><b>Repeated minor offense</b></p> <ul style="list-style-type: none"> <li>• Unacceptable conduct</li> <li>• TBD by panel guided by policy</li> </ul> <p><b>Summary Dismissal</b></p> <ul style="list-style-type: none"> <li>• The offender may be required to provide a private or a written public apology.</li> <li>• The offender may receive a verbal warning and professional counselling.</li> <li>• The Director General may give a written warning to the offender with a copy for his or her personal file. <ul style="list-style-type: none"> <li>i. The offender’s contract may be terminated.</li> </ul> </li> </ul>	<p>General guideline is below but decisions to be made based upon severity of Failure to Perform:</p> <ul style="list-style-type: none"> <li>• <b>First Written Warning with the following sanctions:</b> <ul style="list-style-type: none"> <li>• Ineligible for Merit Bonus, Promotion, In-Grade Progression, Reclassification, Training Opportunities or Education Loans for 2 years (including suspended ineligibility)</li> </ul> </li> <li>• <b>Second Written Warning with the following possible sanctions:</b> <ul style="list-style-type: none"> <li>• Suspension without pay for xx months</li> <li>• No salary increases for xx years</li> <li>• Demotion to lower grade (no change in salary)</li> </ul> </li> </ul> <p><b>Other suitable actions</b></p> <ul style="list-style-type: none"> <li>• Suspension without pay for xx months</li> <li>• No salary increases for xx years</li> <li>• Ineligible for Merit Bonus, Promotion, In-Grade Progression, Reclassification, Training Opportunities or Education Loans for xx years</li> <li>• Demotion to lower grade (no change in salary)</li> <li>• Other suitable actions</li> <li>• Dismissal with terminal benefits</li> </ul>

Type of Culpability	Sanctions as Guided by HR Policy	Possible Options within the Sanctions (To be used as a guide by the Panel for Final Recommendations)
<p>viii. Leaking of professional secrets in cases where an important, material or moral prejudice may ensue for CIFOR and ICRAF or their stakeholders</p> <p>ix. Habitual or substantial neglect of duties</p> <p>x. Reporting to work under the influence of alcohol or drugs or using illicit drugs in CIFOR and ICRAF's premises</p> <p>xi. Willful disobedience and insubordination</p> <p>xii. Lack of the skills that the staff member expressly or by implication made the employer believe he or she possessed before being hired;</p> <p>xiii. Absence from work at least three times without permission of the employer and without reasonable excuse (Intentional or Unintentional)</p> <p><b>Harassment and Discrimination</b></p> <ul style="list-style-type: none"> <li>Harassment is, made by one or more persons, either on a one time or continuous basis that demeans, belittles or causes personal humiliation. Harassment creates a hostile, offensive and/or intimidating work environment. Harassment encompasses a range of physical or verbal behaviour including communication (e-mail, voice or text messages) and may include but is not limited to sexual or ethnic comments or jokes, inappropriate written or graphic material, discriminatory remarks, religious and/or racial insults, stalking, bullying including cyber bullying) and sexual advances.</li> <li>Treatment of, or making a distinction in favour of or derogatory remarks against a staff member or colleague based on gender, sexual orientation, race, nationality, ethnic group, political or other opinion, social origin, disability, pregnancy, mental status or HIV/AIDS or health status shall constitute discrimination.</li> </ul>	<p>ii. The offender may be dismissed summarily</p>	<ul style="list-style-type: none"> <li>Dismissal without terminal benefits</li> <li>Legal action can be taken where determined necessary</li> <li>Dismissal with terminal benefits</li> <li>Dismissal without terminal benefits</li> <li>First Written Warning with the following sanctions: <ul style="list-style-type: none"> <li>Ineligible for Merit Bonus, Promotion, In-Grade Progression, Reclassification, Training Opportunities or Education Loans for xx years</li> </ul> </li> <li>Second Written Warning with the following possible sanctions: <ul style="list-style-type: none"> <li>Suspension without pay for xx months</li> <li>No salary increases for xx years</li> <li>Demotion to lower grade (no change in salary)</li> </ul> </li> </ul> <p>Other suitable actions</p>



## 7.10. Objective of Corrective Action

The objective of taking corrective action is to turn around undesired behaviour or performance by identifying causes of problems and solutions.

## 7.11. Responsibility of Various Persons

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.

### 7.11.1. Responsibility of Every Staff Member

- i. 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;
- ii. Adhering to policy guidelines;
- iii. Maintaining a professional working attitude towards all other staff and external stakeholders;
- iv. Treating other staff and external stakeholders with respect and adopting a non-judgmental outlook.

### 7.11.2. Role of Supervisors and Line Managers and Team Leaders

Supervisors, Line Managers and Team Leaders have a key role in this effort by ensuring that any reported 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

Corrective Action – The table of sanction definitions is outlined as **Annex IV**.

# Chapter 8. Separation from Employment

## 8.1. Introduction

Separation from employment is affected when either party (employer or staff member) chooses to discontinue the employment relationship. CIFOR and ICRAF reserve the right to terminate employment of a staff member at any time during the contract period. The established period of notice or payment in lieu of notice shall apply.

Separation from service by CIFOR and ICRAF may be initiated by either the employer or the staff member. 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 or change in project focus.

The following are the different ways in which separation can occur:

- Voluntary separation – Occurs on expiration of appointment, resignation, retirement on medical grounds or retirement
- Involuntary separation – Occurs due to unsatisfactory performance or misconduct.
- Separation by demise

## 8.2. Causes of Separation

### 8.2.1. Resignation

Staff wishing to resign from CIFOR and ICRAF must submit a signed written resignation letter respecting the following notice periods, or forfeiting salary in lieu of such notice, as follows:

- Assistant grade and below - one (1) months' notice;
- Officer grade - two (2) months' notice; and
- All grades above Officer level - three (3) months' notice.

### 8.2.2. Resignation on Probation

During probation, a staff member may separate from CIFOR and ICRAF either through resignation or termination. In either case, the notice period will typically be one (1) month in writing, or cash payment in lieu of notice, at the discretion of CIFOR and ICRAF. The staff member shall be paid for only the period actually worked. In cases where CIFOR and ICRAF terminate a staff member's contract during probation, repatriation allowance shall apply. However, where a staff member resigns during the probation period, repatriation allowance will not be paid. In either case, the employer's pension contribution will be withheld.

#### 8.2.2.1. Resignation During a Formal Disciplinary Process

Any resignation tendered during ongoing investigations related to disciplinary process involving a staff member will be subject to the following conditions:

- a. The resignation will not take effect unless accepted by CIFOR and ICRAF subject to the provisions of local labour laws applicable to staff and the Human Resource Policy Manual;
- b. The resignation notice issued must be for such period to allow for the investigation and/or disciplinary to come to a logical end, subject to the local labour laws, Human Resource Policy and Letter of Appointment; and
- c. Any staff member who so resigns to circumvent investigations and/or disciplinary process will be deemed to have accepted their complicity and thus would not be entitled to any

terminal benefits which would be payable on regular termination; the circumstances of the staff member's resignation will be duly noted in their staff file.

#### 8.2.3. Expiration of Fixed-Term Appointments

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

A staff member's appointment on the basis of a fixed term contract does not carry any expectancy of renewal, extension or conversion into any other type of appointment.

#### 8.2.4. 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.

#### 8.2.5. Unacceptable Performance

Subject to the CIFOR and ICRAF performance management policy, a staff member's employment may be terminated after two consecutive 'unacceptable performance' evaluations, as described in the performance management form and procedures. The staff member shall be made aware of such assessments and may be put on a performance improvement plan — developed by the immediate supervisor and the relevant Director, with the support of the Human Resources Office and given an opportunity to correct the situation. Employment may also be terminated, depending on the contractual terms, if performance does not improve after an improvement plan within three (3) months to a maximum of six (6) months.

#### 8.2.6. Separation for Cause

An appointment may be terminated for unacceptable performance or misconduct including unacceptable behaviour, including dishonesty or disciplinary reasons. In the case of summary dismissal, no notice of separation shall be given. In addition, in the case of summary dismissal, the employer's pension contribution shall only be paid subject to the policies of the relevant retirement pension plans and the laws of the relevant country. Depending on the seriousness of the misconduct the Directors General may withhold payment of separation benefits to cover financial losses incurred by CIFOR and ICRAF.

#### 8.2.7. Separation by Notice

A staff member's employment may be terminated by CIFOR and ICRAF at any time by notice. In such circumstances, CIFOR and ICRAF shall give written notice to that effect with a minimum notice period as follows:

- Assistant grade and below - one (1) months' notice;
- Officer grade - two (2) months' notice; and
- All grades above Officer level - three (3) months' notice.

#### 8.2.8. Separation on Disability or on Medical Grounds

8.2.8.1. 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 CIFOR and ICRAF, and after exhaustion of all entitlements to leave days and sick leave, CIFOR and ICRAF reserve the right to terminate such staff member's contract on medical grounds.

8.2.8.2. Staff may request to retire on medical grounds. This would have to be certified by a CIFOR and ICRAF-appointed medical practitioner.

### 8.2.9. Death

The employment contract shall automatically lapse immediately after 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 Office.

### 8.2.10. Redundancy

The changing business environment makes flexibility in employment structure a necessity. T CIFOR and ICRAF shall continuously evaluate the cost-effectiveness and productivity of their businesses and make appropriate changes to the organisational structure. As a result, there may be times when workforce reduction 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.

Termination of employment due to redundancy is the involuntary termination of a staff member's employment which is caused by factors including but not limited to economic conditions, organisational efficiency or technological development. Redundancy shall take place when CIFOR and ICRAF make a definite decision that the job being done by the staff member cannot and shall not be done by anyone else in the organization.

8.2.10.1. For locally recruited staff, CIFOR and ICRAF shall apply country specific labour laws as a minimum. Relevant CIFOR and ICRAF HR policies shall be followed where redundancy affects globally recruited positions.

8.2.10.2. In case of redundancy, staff to be declared redundant shall be given as much advance notice in writing as possible but not less than the contractual or labour law specification, whichever takes precedence.

### 8.2.11. Additional Support for Staff Terminated Due to Redundancy

**Counselling:** CIFOR and ICRAF shall arrange for employment redundancy counselling for staff declared redundant. Counselling shall focus on, inter alia, retirement and family relationships, management of stress, management of change, 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:** CIFOR and ICRAF shall retain the CV of the staff upon their request for possible placement vacant positions that may arise. However, CIFOR and ICRAF will not guarantee employment and Management shall also consider this on a case by case basis.

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

### 8.2.12. Notice Period

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. For a separation by notice, should CIFOR and ICRAF management decide that the staff member need not serve through the notice period, CIFOR and ICRAF shall pay the staff the equivalent months in lieu of notice. If CIFOR and ICRAF do not make such an offer and the staff does not wish to serve through the notice period, he or she shall owe CIFOR and 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.

#### 8.2.13. Leave

Staff shall not receive monetary compensation for any unutilised leave at the end of the notice period, as per the leave clause of this manual. For avoidance of doubt, CIFOR and ICRAF encourage staff to utilize their leave days. Any unutilized leave days shall not be carried over to the following year and shall therefore be forfeited.

#### 8.2.14. Pension

As the agreement on staff pensions is between the pension fund providers and CIFOR and ICRAF, qualification for pension is therefore conditional on formal employment by CIFOR and ICRAF. The pension contribution is based on the monthly base salary. Pension scheme participants who leave the employment of CIFOR and 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 CIFOR and ICRAF.

#### 8.2.15. Facts Coming to Light Which, If Known Before, Would Have Precluded Appointment

Separation for facts coming to light which, if known before, would have precluded appointment shall not require disciplinary proceedings. However, the staff member concerned shall be notified in writing of the facts that have come to light which, if known before, would have precluded appointment, and shall be given the opportunity to submit his/her own version of the facts.

### 8.3. Certification of Service

Any staff member shall on leaving the services of CIFOR and ICRAF, be given a Certificate of Service, in the format provided in **Annex V**, duly signed by the Directors General stating the date when employment commenced, the usual place of employment, the nature of their duties and responsibilities and the date when employment of the staff member ceased.

CIFOR and ICRAF may upon request by the staff member issue a letter of recommendation, testimonial or reference letter signed by the supervisor relating to the character and performance of the staff member.

### 8.4. Benevolent Fund

CIFOR and ICRAF have established a benevolent/catastrophic/crisis fund to assist staff members and their immediate families in the event of death or catastrophic events affecting staff member or their authorized dependents.

Assistance will also be provided for the following categories of persons:

- Other staff categories engaged for more than 12 months, i.e., Temporary Staff, Special Contracted Fellows (Contract of Service), Long Term Professional Consultants; and
- Shared Staff who have had an association with CIFOR and ICRAF for at least three (3) years and ILRI-ICRAF shared staff or ILRI-ICRAF-CIFOR shared staff.

The detailed assistance is outlined in the CIFOR and ICRAF global aligned HR Procedures manual.

# Chapter 9. CIFOR and ICRAF Compensation, Benefits and Allowances Policy

## 9.1. Introduction

CIFOR and ICRAF are committed to providing a fair, flexible and competitive compensation, benefits and allowances package that will attract, motivate, retain and reward high-performing talent.

## 9.2. Policy Statement

The Compensation, Benefits and Allowances Policy reflects the extent and complexity of work performed in positions across CIFOR and ICRAF, while accounting for the unique sets of skills, abilities (competences) and responsibilities of the staff in those positions. This policy is intended to ensure that CIFOR and ICRAF offer appropriate competitive rewards based on market surveys and CIFOR and ICRAF's ability to remunerate.

## 9.3. Application

This policy applies to all CIFOR and ICRAF regular (locally and globally recruited) positions.

## 9.4. Aim of the Policy

The intent of this policy is to drive continuous improvement in the performance of CIFOR and ICRAF by aligning the interests of the staff with those of CIFOR and ICRAF through a performance-driven incentive scheme.

## 9.5. Compensation, Benefits and Allowances Philosophy

CIFOR and ICRAF's compensation, benefits and allowances philosophy seeks to develop reward strategies, that support the organizations' corporate strategy, competitive outlook, operating principles and human resources needs. Further, CIFOR and ICRAF plan to consistently remain in a competitive market position in relation to remuneration opportunities and ensure equal pay for equal work.

## 9.6. Principles of Compensation, Benefits and Allowances

CIFOR and ICRAF's total compensation package aims to:

- 9.6.1. Be flexible and competitive total remuneration package;
- 9.6.2. Address the basic and different needs and preferences of staff irrespective of family size and composition;
- 9.6.3. Be administratively efficient;
- 9.6.4. Enhance staff performance by giving relative emphasis on adjustments in the compensation package to performance-based rewards rather than entitlements;
- 9.6.5. Be relatively equivalent to relevant comparators and compliant with local country labor laws; and
- 9.6.6. Take into account data on market trends where no salary survey results are available.

The HR Office shall conduct market surveys to ensure that CIFOR and ICRAF's compensation and benefits packages remain attractive. CIFOR and ICRAF's overall compensation structure shall not

necessarily be at par with movement of prices either at home or in host countries. The total remuneration shall also not essentially be in tandem with the world’s movement of exchange rates.

## 9.7. Job Classification and Categorization of Staff and Salary Scales

The aim of CIFOR and ICRAF’s job evaluation and classification system is to provide clarity on the basis used for determining the relative compensation for each job. The system is intended to lessen subjectivity in the placement of local and global contracts positions within CIFOR and ICRAF’s job hierarchy and to guide staff and their supervisors on job roles and career paths.

**Global Contracts (GC)** – These are positions open to recruitment of talent in the global market.

**Local Contracts (LC)** – These are positions open to recruitment of talent available within the established local market.

Following the conclusion of the job evaluation that was concluded and approved in November 2020, the following is the classification of jobs within CIFOR and ICRAF.

CIFOR and ICRAF (CI) Grades	Job Groups/Levels (Note: Job Titles will vary)	Job Category
	CEO/DGs	Global Contracts (GC)
12	Senior Directors	
11	Directors/Executive Hosted Heads	
10	Professional grades	
9		
8		
7	Professional/Administrative grade	GC/LC
6	Professional/Administrative grades	Local Contracts (LC)
5		
4		
3	Technical/General Services	
2		
1		

CIFOR and ICRAF jobs fall under Grades 1 to 12 with an overlap between LRP and GRP in grade 7.

The job grades shall be used as the basis for structuring salary scales for each job grade.

### 9.7.1. Salary Scales

Salary scales shall be broad-banded and informed by job market surveys. The salary scales and benefits formulation shall consider CIFOR and ICRAF’s endeavour to be among the top 50<sup>th</sup> percentile employers in the respective markets. **Annex VI** provides CIFOR-ICRAF Global Salary Scale and Respective CIFOR-ICRAF Local Salary Bands in Respective Local/Applicable Currencies.

## **9.8. Benefits and Allowances for Local and Global Contracts**

Below are definitions for benefits and allowances that shall be provided to both Local and Global Contracts:

### **i. Acting Allowance**

Staff members who temporarily assume the full duties and responsibilities of a position at a level clearly recognizable as higher than their own for a temporary period of one month or more may be granted an Acting Allowance as outlined in the Policy Procedures Manual. The allowance shall not be factored into basic pay for purposes of pension.

### **ii. Installation Allowance upon initial appointment**

This shall be provided as a non-accountable allowance and it is to assist new staff settle in new duty station.

### **iii. Transfer to New Work Location Allowance**

Transfer to new work location allowance shall be granted to enable CIFOR and ICRAF staff to settle in new duty station they have been redeployed to. For staff who are moving to a new duty station after 5 years in previous work location, 100% of Installation Allowance. CIFOR and ICRAF may pay up to 75% if duration at previous work location is 3 years.

### **iv. Medical/Health Insurance**

In order to provide medical protection and care to staff members and their dependents, CIFOR and ICRAF maintain an externally provided health insurance scheme. All staff and their dependents shall be entitled to the medical insurance in force during their employment at CIFOR or ICRAF.

### **v. Life Insurance**

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.

### **vi. Pension**

CIFOR and ICRAF provide pension through a Fund into which CIFOR and ICRAF pay a sum of money during the staff member's employment years and from which payment will be drawn to support the staff after retirement or upon leaving employment of CIFOR or ICRAF.

CIFOR and ICRAF's benefits and allowances are provided in **Annexes VII and VIII**.



# Chapter 10. Country chapters

## 10.1 Indonesia chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	<b>Overtime</b>	<p>The calculation of overtime wage is as follows:</p> <ol style="list-style-type: none"> <li>1. For overtime performed on weekdays, for the first overtime hour, wages must be paid at one and a half (1.5) times the hourly wage, and for every subsequent overtime hour wages must be paid at two (2) times the hourly wage.</li> <li>2. For overtime performed on a weekly rest day and/or a public holiday which falls on a weekly rest day for a 6 (six)-day work week:               <ol style="list-style-type: none"> <li>a. the first seven hours: two (2) times the hourly wage;</li> <li>b. the eighth hour: three (3) times the hourly wage;</li> <li>c. the ninth and tenth hours: four (4) times the hourly wage.</li> </ol> </li> <li>3. For overtime performed on a weekly rest day which falls on the shortest working day:               <ol style="list-style-type: none"> <li>a. the first five hours: two (2) times the hourly wage;</li> <li>b. the sixth hour: three (3) times the hourly wage;</li> <li>c. the seventh and eighth hours: four (4) times the hourly wage.</li> </ol> </li> <li>4. For overtime performed on a weekly rest day and/or a public holiday for a 5 (five)-day work week:               <ol style="list-style-type: none"> <li>a. the first eight (8) hours: two (2) times the hourly wage;</li> <li>b. the ninth hour: three (3) times the hourly wage;</li> <li>c. the tenth and eleven hours: four (4) times the hourly wage.</li> </ol> </li> </ol> <p><b>Article 29</b></p> <ol style="list-style-type: none"> <li>(1) A company that employs employees/labourers doing overtime has the following obligations:               <ol style="list-style-type: none"> <li>a. pay overtime pay;</li> <li>b. provide an opportunity for sufficient rest; and</li> <li>c. provide food and drinks of at least one thousand four hundred (1,400) kilocalories, if overtime is performed for 4 (four) hours or more.</li> </ol> </li> <li>(2) Provision of food and drinks as referred to in paragraph (1) letter c cannot be replaced with money.</li> </ol>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
2.	Redundancy and severance pay	<p><b>Article 156 - Manpower Act and Article 40 of Government Regulation No. 35/2021 (for indefinite-term employee agreements)</b></p> <p>(1) Should termination of employment take place, the employer is obliged to pay the dismissed employee severance pay and/or a sum of money as a reward for service rendered during their term of employment and compensation pay for rights or entitlements.</p> <p>(2) The calculation of severance pay as referred to in paragraph (1) shall at least be as follows:</p> <ol style="list-style-type: none"> <li>a. 1 (one) month's wages for an employment term of less than 1 (one) year;</li> <li>b. 2 (two) months' wages for an employment term of more than 1 (one) year, but less than 2 (two) years;</li> <li>c. 3 (three) months' wages for an employment term of more than 2 (two) years, but less than 3 (three) years;</li> <li>d. 4 (four) months' wages for an employment term of more than 3 (three) years, but less than 4 (four) years;</li> <li>e. 5 (five) months' wages for an employment term of more than 4 (four) years, but less than 5 (five) years;</li> <li>f. 6 (six) months' wages for an employment term of more than 5 (five) years, but less than 6 (six) years;</li> <li>g. 7 (seven) months' wages for an employment term of more than 6 (six) years, but less than 7 (seven) years;</li> <li>h. 8 (eight) months' wages for an employment term of more than 7 (seven) years, but less than 8 (eight) years;</li> <li>i. 9 (nine) months' wages for an employment term of 8 (eight) years or more.</li> </ol> <p>(3) The calculation of reward for service rendered during a term of employment as referred to in paragraph (1) shall at least be as follows:</p> <ol style="list-style-type: none"> <li>a. 2 (two) months' wages for an employment term of 3 (three) years or more, but less than 6 (six) years;</li> <li>b. 3 (three) months' wages for an employment term of 6 (six) years or more, but less than 9 (nine) years;</li> <li>c. 4 (four) months' wages for an employment term of 9 (nine) years or more, but less than 12 (twelve) years;</li> <li>d. 5 (five) months' wages for an employment term of 12 (twelve) years or more, but less than 15 (fifteen) years;</li> <li>e. 6 (six) months' wages for an employment term of 15 (fifteen) years or more, but less than 18 (eighteen) years;</li> <li>f. 7 (seven) months' wages for an employment term of 18 (eighteen) years or more, but less than 21 (twenty-one) years;</li> <li>g. 8 (eight) months' wages for an employment term of 21 (twenty-one) years or more, but less than 24 (twenty-four) years;</li> <li>h. 9 (nine) months' wages for an employment term of 24 (twenty-four) years or more.</li> </ol> <p>There is a different calculation for severance pay and reward for service rendered that depends on the reason for termination. For details regarding termination, <b><i>please refer to the attached Republic of Indonesia Government Regulation No. 35/2021, Chapter V from Articles 36–59.</i></b></p> <p>4) Compensation for unused (unexpired) leave days.</p>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
3.	13 <sup>th</sup> month pay	<p>13th month pay is a mandatory religious holiday allowance that must be paid at least one week before the religious holiday.</p> <p>Minister of Manpower Regulation No. 6/2016 on Religious Holiday Allowance (THR) for Employees (MOM No. 6) requires all employers to provide THR to employees with at least one month of service, regardless of whether the employee is employed on a permanent or temporary basis.</p>
4.	Social security	<p>Article 14 of Law No. 24/2011 on Social Security provides that anyone, including foreign nationals working in Indonesia at least 6 (six) months, is obliged to be a participant in BPJS social security programmes.</p> <p>BPJS social security has the following programmes:</p> <p><b>a. BPJS for Health (JKN):</b></p> <p>Based on Presidential Regulation (Perpres) No. 75/2019, premium contributions to this programme are as follows:</p> <p>Total premium contribution is 5% of monthly salary, up to a maximum monthly salary of Rp 12 million. In the private sector, the employer is responsible for 4% of this contribution and the employee is responsible for 1%. Meanwhile, for public sector employees, the employer is responsible for 3% of this contribution and the employee is responsible for 2%. This covers the employee, their spouse, and up to 4 dependent children. Dependent children are unmarried children up to 21 years old, or 25 years old if attending university. You can add parents or children beyond the first 4 for 1% of the monthly salary per person. Employees with a monthly salary of Rp 4 million or less are eligible for Class II facilities. Meanwhile, those with higher salaries are eligible for Class I facilities.</p> <p><b>b. BPJS for Manpower:</b></p> <ul style="list-style-type: none"> <li>• <b>Provident Fund Programme/<i>Jaminan Hari Tua (JHT)</i>:</b> Total premium contribution is 5.7% of monthly salary, where the employer contributes 3.7% and the employee contributes 2%.</li> <li>• <b>Working Accident Benefit/<i>Jaminan Kecelakaan Kerja (JKK)</i>:</b> Total premium contribution is 0.24% of monthly salary, where the contribution is covered by the employer.</li> <li>• <b>Death Benefit/<i>Jaminan Kematian (JKM)</i>:</b> Total premium is 0.3% of monthly salary, where the contribution is covered by the employer.</li> </ul>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
	<b>HR PRACTICES</b>	
1.	<b>Unused annual leave</b>	In addition to Division Two Rights Resulting from Termination of Employment in Article 40 of Government Regulation No. 35/2021, compensation for rights that are supposed to be received as referred to in paragraph (1) consist of: <ul style="list-style-type: none"> <li>a. annual leave that has not been taken and has not expired.</li> <li>b. fee or return fare for the employee/labourer and their family to the place where the employee/labourer was accepted to work.</li> <li>c. other matters stipulated in the employment agreement, company regulation, or collective employment agreement.</li> </ul>
2.	<b>Retirement age</b>	Based on Law No. 11/2019 on the National Science and Technology System, retirement ages for researchers have been raised from the previous 58 to 60 years old, to become 65 years old for junior researchers and 70 years old for senior researchers. Meanwhile, based on Article 72 of Law No. 12/2012, the retirement age for academic professors is 70 years old.

## 10.2 India chapter

NO	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	<b>Social security</b>	The Indian social security system includes the Employees' Provident Fund Scheme (1952), the Employees' Pension Scheme (1995) and the Employees' Deposit-Linked Insurance Scheme (1976), which are covered by the Employees' Provident Funds and Miscellaneous Provisions Act of 1952. These schemes are covered by the Agreement. <p>The employee pays 12% of basic wages into the Employees' Provident Fund (no employee contributions are required for the Employees' Pension Scheme) and the Employer pays 12.5% of basic wages (8.33% into the Pension Fund, 3.67% to the Provident Fund and 0.51% to the Deposit-Linked Insurance Scheme). The Government contributes 1.17% of the basic wage to the Pension Scheme.</p> <p>Cover includes retirement, disability, survivor and supplemental benefits.</p>
2.	<b>Maternity leave</b>	Six (6) months - The prenatal leave is eight (8) weeks. However, a woman who already has two or more children is entitled to twelve (12) weeks' maternity leave. The prenatal leave in this case remains six (6) weeks.
3.	<b>Adoption leave</b>	<b>The Maternity Benefit (Amendment) Act of 2017</b> provides for adoption leave of twelve (12) weeks for a woman who adopts a child under the age of three months.
4.	<b>Education benefit</b>	For up to two (2) children.
	<b>HR PRACTICES</b>	
1.	<b>Probation period</b>	No more than two hundred and forty (240) working days. Please refer to an act called the Conferment of Permanent Status Act, wherein it says that an employee should be made permanent or deemed a permanent employee once they have worked for two hundred and forty (240) days in a year.
2.	<b>Housing allowance</b>	House rent allowance is 37.5% of base pay.

NO	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
3.	Resignation Notice	Thirty to ninety (30–90) days
4.	Redundancy	<ul style="list-style-type: none"> <li>The employer shall follow the "last in, first out" rule unless it has cogent reasons to deviate from this rule.</li> <li>The employer must give one months' notice or wages in lieu of notice to employees who have been working with the employer for two hundred and forty (240) days or more.</li> <li>Formal notice of redundancy to be given to the appropriate government department.</li> </ul>
5.	Gratuity	<p>Gratuity shall be payable to an employee on the termination of their employment after they have rendered continuous service for not less than five (5) years:</p> <p>(a) on their superannuation, or  (b) on their retirement or resignation, or  (c) on their death or disablement due to accident or disease:</p> <p><b>Section 4(1) of the Payment of Gratuity Act</b> - Provides that the completion of continuous service of five (5) years shall not be necessary where the termination of the employment of any employee is due to death or disablement. Disablement means such disablement which incapacitates an employee for the work which they were capable of performing before the accident or disease resulting in such disablement.</p> <p>(2) For every completed year of service or part thereof in excess of six (6) months, the employer shall pay gratuity to an employee at the rate of fifteen (15) days' wages based on the rate of wages last drawn by the employee concerned:</p> <p>Provided that in the case of a piece-rated employee, daily wages shall be computed on the average of the total wages received by the employee for a period of three (3) months immediately preceding the termination of their employment, and, for this purpose, the wages paid for any overtime work shall not be taken into account.</p>

### 10.3 Vietnam chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	Social security	<p><b>Social Security Law:</b> Employers and employees are required to co-contribute to the social, health and unemployment insurance funds. The employer's and employee's contributions are calculated as percentages of the employee's base salary or twenty (20) times the Government basic wage,<sup>1</sup> whichever is lower, as follows:</p> <ul style="list-style-type: none"> <li>Social insurance: employer: 17.5%; employee: 8%.</li> </ul> <p><b>Social Security Law, Articles 83 and 86:</b> Breakdown of employer's social security funds:</p> <p>a. 3% to the sickness and maternity fund;  b. 1% to the labour accident and occupational disease fund (currently practiced at 0.5%);  c. 14% to the retirement and survivor allowance fund.</p> <p>As the 14% pension contribution threshold is twenty (20) times the Government basic wage while CIFOR-ICRAF's pension contribution is 12.5% of staff contracted basic salary, the pension difference shall be topped up and contributed via the general pension scheme managed by HQ and paid to staff once they leave ICRAF.</p>

<sup>1</sup> Government basic wage (currently at VND 1,490,000/month) is regulated by the Government and applied to employees paid from the State budget.

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
	<b>Health insurance</b>	The employer's and employee's contributions are calculated as percentages of the employee's base salary or twenty (20) times the Government basic wage, whichever is lower, as follows: <ul style="list-style-type: none"> <li>Health insurance: employers: 3%; employees: 1.5%.</li> </ul>
	<b>Unemployment insurance</b>	The employer's and employee's contributions are calculated as percentages of the employee's base salary or twenty (20) times the Government regional minimum wage <sup>2</sup> for Region I - Hanoi (where ICRAF Vietnam is located), whichever is lower, as follows: <ul style="list-style-type: none"> <li>Unemployment insurance: employers and employees: 1%.</li> </ul>
2.	<b>Trade union fee</b>	The employer is required to contribute 2% of the employee's base salary or twenty (20) times the Government basic wage, whichever is lower.
3.	<b>Overtime</b>	Employees working overtime must be paid at a rate of at least 150%. They must be paid 200% for work done during a rest day/weekend, and 300% for work during a holiday.
4.	<b>Severance</b>	<b>Labour Code, Article 48:</b> In case of termination of contract, an employee who has worked for at least twelve (12) months shall be entitled severance pay of half (1/2) their monthly wage for every year of service (except in cases of dismissal for disciplinary reasons, where the employee is only entitled to receive retirement pension; or the employee quits or fails to go to work without an acceptable reason for at least five (5) consecutive working days).  The wage amount used for the calculation of severance allowance shall be the average salary of the last six (6) months under the employment contract before the termination.
<b>HR PRACTICES</b>		
1.	<b>Probation period</b>	From 6 -180 days
2.	<b>Maternity leave</b>	<b>Social Security Law, Article 34:</b> Maximum of six (6) months with full pay. A female employee who gives birth to twins or more than two babies is entitled to an additional one (1) month's leave for each additional baby.
3.	<b>Sick leave</b>	Thirty (30) days if they have paid social insurance premiums for less than fifteen (15) years;  Forty (40) days if they have paid social insurance premiums for fifteen (15) years to less than thirty (30) years; and  Sixty (60) days if they have paid social insurance premiums for thirty (30) years or more.
4.	<b>Adoption leave</b>	If the adopted child is under six (6) months old, maternity leave shall be counted until the adopted child reaches six (6) months.
5.	<b>Resignation notice</b>	<ul style="list-style-type: none"> <li>At least forty-five (45) days for an indefinite-term contract;</li> <li>At least thirty (30) days for a 12- to 36-month term contract; and</li> <li>At least three (3) days for a contract under twelve (12) months.</li> </ul>
6.	<b>Redundancy</b>	<b>Labour Code, Article 49:</b> In case of termination due to redundancy, an employee who has worked for at least twelve (12) months shall be entitled to a redundancy allowance at least two (2) months' wages or at least one (1) month's wage for every year of service, whichever is higher (except in cases of dismissal for disciplinary reasons or retirement upon reaching retirement age).  The wage amount used for the calculation of redundancy allowance shall be the average salary of the last six (6) months under the employment contract before the termination.  The period used for calculation of redundancy allowance shall be the period of service minus the period over which the employee participated in unemployment insurance.

<sup>2</sup> Regional minimum wage for Region I (currently at VND 4,420,000/month) is regulated by the Government and applies to employees not paid from the State budget.

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		<p>Note for ICRAF: As ICRAF has only engaged for LRS into the Social Security, Health and unemployment Insurance (SSHUI) scheme since 2013, the redundancy allowance is split into two time periods if employment is terminated as redundancy:</p> <ul style="list-style-type: none"> <li>• Before 2013: redundancy allowance applies as above [Article 49, Labour Code] and is paid by ICRAF.</li> <li>• From 2013 onwards: the redundancy allowance is calculated as below and paid by the Social Insurance office:</li> </ul> <p>The unemployment benefit period is calculated according to the number of months the employee has worked for the organization. Between 12 (twelve) months to 36 (thirty-six) months of employment, the employee will be entitled to 3 (three) months of unemployment benefits. After that, for every additional full 12 (twelve) months the employee has worked for the organization, the employee will receive one month of unemployment allowance for up to 12 months. The monthly unemployment allowance is equal to 60% of the average monthly salary paid to unemployment insurance scheme in the six months immediately preceding the termination of the contract but must not exceed 5 (five) times the regional minimum salary as prescribed by the Government (Article 50, Law of Employment).</p> <p>Retrenched employees are entitled to a loss of employment allowance which shall amount to one (1) month's wages for each year of employment, but not less than the equivalent of two (2) months' wages. However, a employee will not be entitled to severance pay if they have been dismissed as a disciplinary measure (except in case of excessive absence) or if they are receiving a monthly pension.</p>
7.	<b>Termination notice</b>	The employer must give at least forty-five (45) days' notice for an indefinite term contract, thirty (30) days' notice for a fixed-term contract of 12-36 months, and three (3) days' notice for a seasonal or specific-task contract for under twelve (12) months. These requirements apply to all forms of unilateral termination, except when the employer is using dismissal as a disciplinary measure. The law stipulates that the employer shall notify the employee of the dismissal following the process [Labour Code, Articles 123-126].

## 10.4 Kenya chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	<b>Overtime</b>	<p>General Wages Order - General working hours are fifty-two (52), spread over six (6) days a week, and sixty (60) hours per week for night workers.</p> <p>Payment of overtime on weekdays is 1.5 times an employee's regular pay, and is two (2) times an employee's regular pay on weekends and public holidays.</p> <p>Overtime plus time worked in a week should not exceed one hundred and forty-four (144) hours for employees engaged in night work and one hundred and sixteen (116) hours for all other adult employees.</p>
	<b>HR PRACTICES</b>	
1.	<b>Resignation notice</b>	<p>Where the contract is to pay wages or salary periodically at intervals of or exceeding one (1) month, a contract is terminable by either party at the end of a period of twenty-eight (28) days following the giving of notice in writing.</p> <p>(In a case where a contract of employment provides a notice of termination period greater than one (1) month, then there will be an agreement in writing between the employer and</p>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		employee for a longer notice period and the agreed notice period shall be of equal duration for both employer and employee.)  S 36. Payment in lieu of notice is also applicable.
2.	<b>Redundancy</b>	An employer shall not terminate a contract of service on account of redundancy unless the employer complies with the following conditions: <ul style="list-style-type: none"> <li>• The employer has paid an employee declared redundant not less than one (1) month's notice or one (1) month's wages in lieu of notice;</li> <li>• The employer has paid an employee declared redundant severance pay at a rate of not less than fifteen (15) days' pay for each completed year of service;</li> <li>• The employer has where leave is due to an employee who is declared redundant, paid off the leave in cash.</li> </ul>
3.	<b>Paternity</b>	S. 29(8) - A male employee shall be entitled to two (2) weeks paternity leave with full pay.

## 10.5 Uganda chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	<b>Overtime</b>	Where hours in excess of eight (8) hours per day or forty-eight (48) hours per week are worked, they shall, in the absence of a written agreement to the contrary, be remunerated at the minimum rate of one and a half (1.5) times the normal hourly rate if the overtime is on normal working days and at two (2) times the hourly rate where the overtime is worked on gazetted public holidays.
	<b>HR PRACTICES</b>	
1.	<b>Probation period</b>	The maximum length of a probationary period is six (6) months, but it may be extended for a further period beyond the six (6) months with the agreement of the employee. Section 67 of the supplementary Act No, 5, Act 6, 2006  An employer shall not employ an employee under a probationary contract on more than one occasion.  A contract for a probationary period may be terminated by either party by giving not less than fourteen (14) days' notice of termination or by payment by the employer to the employee of seven (7) days' wages in lieu of notice.
2.	<b>Termination notice</b>	<ul style="list-style-type: none"> <li>• Not less than two (2) weeks where the employee has been employed for a period of more than six (6) months but less than one (1) year;</li> <li>• Not less than one (1) month where the employee has been employed for a period of more than twelve (12) months but less than five (5) years;</li> <li>• Not less than two (2) months where the employee has been employed for a period of more than five (5) years but less than ten (10) years;</li> <li>• Not less than three (3) months where the employee has been employed for a period of ten (10) years or more;</li> <li>• Where the pay period by reference to which the employee is paid their wages is longer than the period of notice to which the employee would be entitled to, the employee is entitled to notice equivalent to that pay period;</li> <li>• Outstanding leave shall not be included in any period of notice which the employee is entitled to. During the notice period, the employee is entitled to one half (0.5) day off per week for purposes of seeking new employment.</li> </ul>
3.	<b>Sick leave</b>	<ul style="list-style-type: none"> <li>• The Employment Act of 2006 stipulates that only employees who have been in employment for two (2) consecutive months are entitled to sick leave. Thirty (30) days sick leave with full pay and a further thirty (30) days with half pay each year. Termination is permissible when the sick leave period is over.</li> </ul>



## 10.6 Tanzania chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	<b>Overtime</b>	Eight (8)-hour workday with a cap of forty-eight (48) hours per week. <b>Overtime</b> is compensated at 150% of the <b>salary</b> for anything over forty-eight (48) hours or 200% for working on a designated holiday or rest day. Rest periods are not required but are generally given based on the employer's needs.
	<b>HR PRACTICES</b>	
1.	<b>Probation period</b>	There is no explicit provision in the Employment and Labour Relations Act of 2004 about probation period. However, this Act implicitly requires a probationary period of six (6) months by saying that an employee with less than six (6) months of employment may not bring an unfair termination claim against the employer.
2.	<b>Maternity leave</b>	<ul style="list-style-type: none"> <li>• Can commence four (4) weeks before date of giving birth or earlier as per doctor's prescription;</li> <li>• S 33(6) – Eighty-four (84) paid maternity leave days within a duration of thirty-six (36) months for a single child (<b>From the Employment and Labour Relations Act</b>) or one hundred (100) days of paid leave for birth of more than one child at the same time;</li> <li>• If a child dies within the year, a female employee is entitled to another eighty-four (84) days maternity leave (<b>From the Employment and Labour Relations Act</b>);</li> <li>• An employer is only obliged to grant paid leave for four (4) terms of maternity leave to an employee;</li> </ul>
3.	<b>Breastfeeding during working hours</b>	15. Subject to the provision of Section 33 (10) of the Act, a female employee shall, for a period of not less than six (6) consecutive months after maternity leave, be allowed to leave the office for a maximum of two (2) hours of their convenience during working hours for breast feeding the child.
4.	<b>Sick leave</b>	<p>Every employee certified by a medical practitioner is entitled to paid sick leave (sickness benefit) for a period of one hundred and twenty-six (126) days in a leave cycle of thirty-six (36) months. The employee must have been employed with the same employer for at least six (6) months in the twelve (12) months before the sickness began or be employed on a seasonal basis by the same employer.</p> <p>An employee shall be entitled to sick leave for at least one hundred and twenty-six (126) days in any leave cycle.</p> <p>(2) Sick pay shall be calculated as follows:</p> <p>(a) the first sixty-three (63) days shall be paid full wages;</p> <p>(b) the second sixty-three (63) days shall be paid half wages.</p>
5.	<b>Resignation notice</b>	<p>If a contract of employment can be terminated on notice, the period of notice shall not be less than: (ii) twenty-eight (28) days, if the employee is employed on a monthly basis.</p> <p>An agreement may provide for a notice period that is longer than that required in subsection (1) provided that, the agreed notice period is of equal duration for both the employer and the employee.</p> <p>(4) Notice of termination shall not be given:</p> <p>(a) during any period of leave taken under this Act; or</p> <p>(b) run concurrently with any such period of leave.</p>
6.	<b>Severance pay</b>	<p>S. 42 "severance pay" means an amount at least equal to seven (7) days' basic wage for each completed year of continuous service with that employer up to a maximum of ten (10) years.</p> <p>The employer shall pay if the employee has completed twelve (12) months continuous service with an employer, or the employer terminates employment. Not paid for fair termination of grounds of misconduct or where an employee who is terminated on grounds of capacity compatibility or operational requirements of the employer but who unreasonably refuses to accept alternative employment with that employer or any other employer.</p>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
7.	Redundancy/ retrenchment	Paid as severance pay of seven (7) days' basic wage for each completed year of employment up to a maximum of ten (10) years.
8.	Termination notice	<p>If notice of termination is given in the first month of employment, the period of notice shall not be.</p> <ul style="list-style-type: none"> <li>• 4 days, if the employee is employed on a daily or weekly basis; or</li> <li>• (ii) 28 days, if the employee is employed on a monthly basis.</li> </ul> <p>The notice period is the period of notice upon which the employee is supposed to work from the time the notice is tendered to the time when the termination becomes effective.</p> <p>If the employee is employed on a daily or weekly basis, the notice period shall be four days. If the employee is employed on a monthly basis, the notice period shall be twenty-eight (28) days. A contract of employment can provide for a longer notice but the agreed notice period shall be of equal duration for both employer and employee.</p>
9.	Annual leave days earned but not taken	S 44: (1) On termination of employment, an employer shall pay an employee any annual leave pay due to an employee under Section 31 for leave that the employee has not taken.

## 10.7 Rwanda chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	Overtime	<ul style="list-style-type: none"> <li>• An employee who works overtime is entitled to a rest period equal to the extra hours performed within a period not exceeding thirty (30) days from the date they worked the overtime.</li> <li>• However, extra hours for which the compensatory rest period is not granted within the period provided for in Paragraph One of this Article are paid for in the next month and appear on the pay slip.</li> </ul> <p><b>Article 5</b> Overtime occurs under the following circumstances:</p> <ol style="list-style-type: none"> <li>1. urgent work</li> <li>2. exceptional work</li> <li>3. seasonal work</li> <li>4. work done to protect or to increase production.</li> </ol> <p>Calculation and registration of overtime Overtime shall be calculated as hours exceeding the weekly contractual working schedule, subject to provisions of Article 9 of this Order. Overtime hours will be registered in a recognized book by the employer indicating the quantity of overtime worked, the day on which they occurred, and their starting and ending time.</p> <p>Weekly overtime shall entitle an employee to a rest period equal to the overtime within a period of one month. Overtime not compensated within that period shall give right to a salary increase for the next month. It shall feature on the pay slip.</p>
2.	Circumstantial leave	<ul style="list-style-type: none"> <li>• A period during which the employee is authorized by the employer to be absent at work due to the occurrence of fortunate or unfortunate events and the employee continues to be paid their full salary.</li> </ul> <p>Under Labour Law Order 4, Gazette No. 30 of 26/7/2020 the following qualify for circumstantial leave with pay:</p> <ul style="list-style-type: none"> <li>• Employee's civil wedding – two (2) working days</li> <li>• Death of a father in-law or mother in-law – two (2) working days</li> </ul>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		<ul style="list-style-type: none"> <li>• Death of a father or Mother – two (2) working days</li> <li>• Death of a brother or sister : two (2) working days</li> <li>• Death of a brother in-law or sister in-law – one (1) working day</li> <li>• Employees transfer to another province or district – two (2) working days.</li> </ul> <p>Taken at the moment of the related incident. If at same time the employee is entitled to another kind of leave, this one is suspended until the last day of the circumstantial leave.</p> <p>Subject to prior request, if the employer is unable to grant the circumstantial leave, then they shall inform the employee within forty-eight (48) hours.</p>
	<b>HR PRACTICES</b>	
1.	<b>Probation period</b>	<ul style="list-style-type: none"> <li>• Probation employment or its renewal must be concluded in writing and can only cover a maximum period of six (6) months.</li> <li>• No notice for termination during probation</li> <li>• Re-employment on the same job subject to no probation</li> </ul> <p><b>Article 13: Probation period – Labour Law</b></p> <p>The probation period cannot exceed three (3) months. However, after the written evaluation of the employee’s performance is notified to the employee, the employer can for valid reasons related to the nature of work, employee’s performance and conduct, decide that the employee retakes the probation for a period not exceeding three (3) months.</p> <p>If the probation period comes to an end and proves to be conclusive, the employee is immediately offered employment and notified in writing by the employer.</p> <p>If the probation period proves that the employee is not competent based on a written performance evaluation and notified to the employee, the employer terminates the employment contract without notice. Apart from the salary for which the employee has worked for, such termination does not entail the payment of terminal benefits.</p> <p>An employee re-employed by the same employer for the same job position is not subject to a probation period.</p>
2.	<b>Annual leave</b>	<ul style="list-style-type: none"> <li>• If interrupted by the employer, an employee does not lose right to remaining leave days. To be taken within six (6) months.</li> <li>• Upon termination before employee benefits from annual leave, given indemnity compensating entitled annual leave subject to two (2) years’ expiry from the date when the employee had right to take the leave.</li> </ul> <p><b>Article 49:</b> In case of employment contract termination or expiry before the employee benefits from their annual leave, they are given an indemnity compensating the annual leave to which they were entitled to.</p> <p><b>Article 50: Prescription of annual leave</b></p> <p>The right to request for an annual leave expires in a period of two (2) years counted from the date the employee had right to leave.</p>
3.	<b>Sick leave</b>	<ul style="list-style-type: none"> <li>• Where the sick leave goes beyond fifteen (15) days, the employer may require the employee to show a certificate signed by three (3) recognized medical doctors.</li> <li>• An employee has the right to long-term sick leave of six (6) months.</li> <li>• An employee is entitled to full salary for the first three (3) months of long-term sick leave. Thereafter the remaining three (3) months shall be unpaid sick leave. Beyond the six (6) months, the employer has right to terminate.</li> </ul>
4.	<b>Maternity leave due to complications</b>	<p>Female employees entitled to additional maternity leave not exceeding one (1) month in case of delivery complications or complications suffered by child after delivery and ascertained by a medical doctor. Salary for the employee for this additional month will be</p>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		paid by Rwanda Social Security Board (RSSB) from the monthly maternity leave benefits scheme discussed in 5 below.
5.	<b>Maternity leave benefits scheme.</b>	<ul style="list-style-type: none"> <li>• Both employer and employee must each contribute 0.3% (total 0.6%) of the employee's gross salary [<i>basic salary, earnings, paid leave allowances, various allowances and bonuses, gratuities, and other fringe benefits as well as the cash value of the benefits in kind</i>] to RSSB on a monthly basis in accordance with MINISTERIAL ORDER N°007/16/10/TC of 28/10/2016 relating to the maternity leave benefits scheme.</li> <li>• During the twelve (12) weeks of maternity leave, the employer pays the employee during the first six (6) weeks and RSSB pays the remaining six (6) weeks through the scheme.</li> <li>• In case of complications the scheme pays for the additional one (1) month.</li> </ul>
6.	<b>Resignation Notice</b>	<ul style="list-style-type: none"> <li>• Duration of notice must be at least equal to: Fifteen (15) days, if the employee has worked for less than one (1) year; One (1) month, if the employee has worked for a period of one (1) year or more. During the notice period, an employee who wants to look for a new job shall have the right to one (1) absence per week as they may agree with their employer. No notice period shall apply to a person on a probation period.</li> </ul>
7.	<b>Terminal benefits</b>	<ul style="list-style-type: none"> <li>• Statutory severance pay is payable at the following rates: <ul style="list-style-type: none"> <li>- Two (2) times the average monthly salary for less than five (5) years of service;</li> <li>- Three (3) times the average monthly salary for five (5) to ten (10) years of service;</li> <li>- Four (4) times the average monthly salary for ten (10) to fifteen (15) years of service;</li> <li>- Five (5) times the average monthly salary for fifteen (15) to twenty (20) years of service;</li> <li>- Six (6) times the average monthly salary for twenty (20) to twenty-five (25) years of service; and</li> <li>- Seven (7) times the average monthly salary for more than twenty-five (25) years of service.</li> </ul> </li> <li>• The average monthly salary is obtained by dividing by twelve (12) the total salary the employee has received for the last twelve (12) months exclusive of allowances allocated to the employee to enable them to perform their duties.</li> <li>• Terminal benefits paid within seven (7) working days after dismissal.</li> <li>• Terminal benefits also accorded to an employee whose employment is terminated as a result of sickness after six (6) months of work and is unable to continue working.</li> </ul>
8.	<b>Termination notice</b>	<ul style="list-style-type: none"> <li>• For terminating an indefinite term contract, the required notice period depends on the employee's length of service as follows: - Fifteen (15) days for an employee who has worked for less than a year; and one (1) month for an employee who has worked for more than one (1) year. <ul style="list-style-type: none"> <li>○ The notice must be given in writing stating the reason(s) for termination of the employment contract.</li> <li>○ The employer cannot terminate an employment contract in the following circumstances: <ul style="list-style-type: none"> <li>- in the case of an employee being in a suspension period of the employment contract;</li> <li>- in the case of an employee being on a leave.</li> </ul> </li> <li>○ During the period of a notice given by an employer, the employee is allowed to be absent from work for one (1) day per week to look for a new job.</li> <li>○ No notice can be given during the probation period.</li> </ul> </li> </ul>
9.	<b>Unfair dismissal</b>	<ul style="list-style-type: none"> <li>• Damages for unfair dismissal should not be less than three (3) months' salary and must not exceed six (6) months' salary. If an employee has worked for more than ten (10) years, damages cannot exceed nine (9) months' salary. Also applies where the employee is in breach of the employment agreement.</li> </ul>

## 10.8 Malawi chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS						
1.	Overtime	<ul style="list-style-type: none"> <li>Each hour worked on a public holiday shall be paid at the hourly rate of wages in addition to the day's pay required.</li> <li>On a public holiday exceeding the number of hours normally worked, the additional hours shall be paid at twice the hourly rate.</li> <li>Where pay for a public holiday is not payable due to the absence of the employee from work on the day or days preceding the public holiday or the employer requires the employee to work on the public holiday or holidays, then the employee shall nevertheless be paid for all hours worked on the public holiday or holidays at twice the normal hourly rate.</li> </ul>						
<b>HR PRACTICES</b>								
1.	Probation period	In a contract of employment in respect of a skilled worker, the parties may agree on the duration of the probationary period: Provided that the period shall not in any event exceed twelve (12) months. During this period, the contract may be terminated without notice. A skilled worker is an employee in an undertaking who has special ability to do something.						
2.	Sick leave	Four (4) weeks on full pay, eight (8) weeks on half pay						
3.	Resignation notice	The minimum period of notice in respect of a contract of employment for a specified period of time shall be fourteen (14) calendar days or payment in lieu of notice.						
4.	Redundancy	<ul style="list-style-type: none"> <li>The Employment Amendment Act of 2010 (effective as of May 2011) limits severance pay entitlements to economic dismissals ("termination of a contract as a result of redundancy or retrenchment, or due to economic difficulties, or technical, structural or operational requirements of the employer) or unfair dismissals. Employees who are fairly dismissed (i.e., for a reason connected with their capacity) are not entitled to severance pay).</li> <li>35.--(1) On termination of contract, by mutual agreement with the employer or unilaterally by the employer, an employee shall be entitled to be paid by the employer, at the time of termination, a severance allowance as follows:</li> </ul> <table border="0" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 60%;">Length of Service</td> <td style="text-align: right;">Severance Allowance Payable</td> </tr> <tr> <td>Not less than one year but not exceeding ten years</td> <td style="text-align: right;">two week's wages for each completed year of continuous service</td> </tr> <tr> <td>Not less than ten years</td> <td style="text-align: right;">four week's wages for each completed year of continuous service</td> </tr> </table>	Length of Service	Severance Allowance Payable	Not less than one year but not exceeding ten years	two week's wages for each completed year of continuous service	Not less than ten years	four week's wages for each completed year of continuous service
Length of Service	Severance Allowance Payable							
Not less than one year but not exceeding ten years	two week's wages for each completed year of continuous service							
Not less than ten years	four week's wages for each completed year of continuous service							
5.	Termination notice	<p><i>Exemption ought to be on Section 28(2) and 29(3) below on contracts for specified periods.</i></p> <p><b>Section 28:</b> (2) A contract of employment for a specified period of time shall automatically terminate on the date specified for its termination and, unless it is expressly or tacitly renewed or prolonged, no notice shall be required for its termination;</p> <p>Section 29. (3) The minimum period of notice in respect of a contract of employment for a specified period of time shall be fourteen (14) calendar days.</p>						
6.	Severance/pension	<p>Refer to Section 3 amending Section 35 of the Employment Act, where an employer is exempted from paying pension, the employee is entitled to gratuity.</p> <p>Section 35 (4) Severance is paid only upon death of an employer or insolvency. (5) The payment of a severance allowance under Subsection (1) shall not affect the employee's entitlement, if any, to payment in lieu of notice under Section 30 or to a compensatory or special award under Section 63. An employee on probation is not paid severance if: (c) they unreasonably refused to accept an offer of re-employment by the employer at the same place of work under no less favourable terms than they were employed under immediately prior to the termination; (e) they are employed by a personal employer who dies, and the employee enters into the employment of the personal representative, widow, widower or</p>						

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		any heir of the deceased employer immediately after such death or they unreasonably refuse to accept an offer of employment by such person on no less favourable terms than those under which they were employed immediately prior to the death.

## 10.9 Zambia chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	Housing	An employer shall provide an employee housing, a loan or an advance towards the purchase or construction of a house, a guarantee facility for a mortgage or house loan on behalf of the employee, or pay the employee housing allowance under: (a) a collective agreement registered under the Industrial and Labour Relations Act; (b) a contract of employment; or (c) the general conditions of service of the undertaking.
2.	Overtime	An employer shall pay an employee who works in excess of forty-eight (48) hours in a week, one and half (1.5) times the employee's hourly rate of pay. Where the public holiday or weekly rest day does not form part of the employee's normal working week, double the employee's hourly rate of pay. (4) An employer shall, in calculating the hourly rate of pay in a month, divide the actual amount received by the employee in basic wages for that month: (a) by two hundred and eight (208) hours for a full-time employee, other than a watchperson or guard; and (b) by two hundred and forty (240) hours for a full-time watchperson or guard.
	<b>HR PRACTICES</b>	
1.	Probation period	<b>Section III, 27 (1):</b> <ul style="list-style-type: none"> <li>• An employee may be employed for a probationary period not exceeding three (3) months and can be extended for a further period of three (3) months.</li> <li>• Termination of a contract during probation subject to twenty-four (24) hours' notice by both the employer and employee.</li> <li>• An employee shall, unless the contract of employment or collective agreement provides otherwise, have the same rights and obligations during the probation period as an employee who has successfully completed the probation period. The employee shall be confirmed in the position from the date of expiry of the probation period.</li> <li>• An employee who is re-employed by the same employer for the same job within a period of two (2) years from the date of termination of the contract of employment with that employer shall not be subject to probation, where the termination was not performance related.</li> </ul>
2.	Maternity leave	<ul style="list-style-type: none"> <li>• Female employees entitled to one hundred and twenty (120) days maternity leave after completion of two (2) years' service. Maternity leave can be extended for a further four (4) weeks for multiple birth.</li> <li>• 41 (3) A female employee who remains in continuous employment with the same employer for a period of twelve (12) months and suffers a miscarriage during the third trimester of pregnancy or bears a still born child is entitled to six (6) weeks leave on full pay immediately after the miscarriage or still birth. The miscarriage or still birth shall be duly certified by a medical officer. (a) immediately preceding the expected date of delivery, except that at least six (6) weeks maternity leave shall be taken immediately after delivery; or (b) after the delivery.</li> </ul> <p>(2) The maternity leave under Subsection (1) shall, in the case of a multiple birth be extended for a further period of four (4) weeks. Where a female employee remains in continuous employment with the same employer for a period of twenty-four months immediately preceding the beginning of maternity leave, the maternity leave under</p>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		<p>subsection (1) shall be with full pay where the maternity benefits are not paid under a written law providing for maternity benefits.</p> <p>(5) A female employee who gives birth to a premature child is entitled to an extension of the maternity leave for a period that shall be recommended by a medical doctor. (“premature child” means a child born before thirty-seven weeks of gestation counting from the first day of the last menstrual cycle)</p> <p>45 (1) A female employee who is nursing that employee’s unweaned child, is entitled each working day, at a time convenient to the employee and having regard to the needs of the child, to at least: (a) two nursing breaks of thirty (30) minutes each; or (b) one nursing break of one (1) hour. The nursing break specified in Subsection (1), shall (a) be for a period of six (6) months from the date of delivery.</p>
3.	<b>Sick leave</b>	<ul style="list-style-type: none"> <li>• 38 (1) An employee who is unable to perform that employee’s normal duties due to illness or injury not occasioned by the employee’s default is entitled to sick leave.</li> <li>• (2) (a) an employee on a short-term contract (less than a year) shall be paid full pay of twenty-six (26) working days of the sick leave and thereafter, half pay for the equivalent of the next twenty-six (26) working days of the sick leave; or (b) an employee on a long-term (more than a year) contract shall be paid full pay during the first three (3) months and thereafter, half pay for the next three (3) months.</li> <li>• (3) Despite Subsection (2), this section shall not apply where the incapacity arises from an occupational related accident or disease as provided for under the Workers Compensation Act, 2019; and</li> <li>• (4) Despite Subsection (2), the wages payable to an employee under this section shall be reduced by the amount of any compensation received by the employee during the period of incapacity under the Workers Compensation Act, 2019.</li> <li>• (5) An employer may, on the recommendation of a medical doctor, discharge an employee on medical grounds where the employee does not recover from the illness or injury under Subsection (1), after six (6) months of the date of the illness or injury, and the employee’s entitlement to sick leave shall cease.</li> <li>• (6) An employee whose employment is terminated on medical grounds is, in addition to any other accrued benefits, entitled to a lump sum of not less than three months’ basic pay for each completed year of service.</li> <li>• (7) Subject to the provisions of any other written law, an employer shall not terminate a contract of an employee while any of the provisions of this section apply unless otherwise agreed between the employee and employer.</li> <li>• (8) Despite Subsection (6), an agreement between the parties to a contract of employment shall not be less favourable than the provisions of this section.</li> </ul>
4.	<b>Compassionate leave</b>	<ul style="list-style-type: none"> <li>• 39. An employee is entitled to compassionate leave with full pay for a period of at least twelve (12) days in a calendar year where that employee has: <ul style="list-style-type: none"> <li>(a) lost a spouse, parent, child or dependant; or</li> <li>(b) on justifiable compassionate grounds.</li> </ul> </li> </ul>
5.	<b>Forced leave</b> <b>Family responsibility leave</b>	<ul style="list-style-type: none"> <li>• An employer shall, where the employer sends an employee on forced leave, pay the employee basic pay during the period of the forced leave.</li> <li>• An employee is entitled to three (3) paid leave days per year to cover responsibilities related to the care, health or education for that employee’s child, spouse or dependant.</li> <li>• (3) The days taken as leave under this section shall not be cumulative or deducted from the employee’s accrued leave days.</li> </ul>
6.	<b>Resignation/ termination notice</b>	<ul style="list-style-type: none"> <li>• (52) A contract of employment terminates in the manner stated in the contract of employment. If the employer terminates, the employee is entitled to notice period as per the contract or compensation in lieu of notice unless termination is on grounds of misconduct.</li> </ul>



NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
7.	<b>Mother's Day leave</b>	<ul style="list-style-type: none"> <li>• 47) Mother's Day Leave: A female employee is entitled to one (1) day's absence from work each month without having to produce a medical certificate or give reason to the employer.</li> </ul>
8.	<b>Upset allowance</b>	<ul style="list-style-type: none"> <li>• Where an employee is required to proceed on permanent transfer to a town where the employee is required to reside and which is not the employee's usual place of residence, the employee shall be provided with transport to the town, and in addition, shall be paid an upset allowance of one (1) month's full salary.</li> </ul>
9.	<b>Housing allowance</b>	<ul style="list-style-type: none"> <li>• Regulation 19. An employer shall, where the employer does not accommodate an employee, pay the employee a monthly housing allowance at the rate of thirty (30) percent of the employee's basic salary.</li> </ul>
10.	<b>Subsistence allowance</b>	<ul style="list-style-type: none"> <li>• Regulation 16. Where an employee spends a night away from home to attend to the business of the employer, the employer shall pay the employee a subsistence allowance of one hundred and ninety-five thousand (195,000) kwacha per night to cover all expenses.</li> <li>• Provided that where the employee is required to work outside the country, the employee shall be paid subsistence allowance of not less than three hundred and ninety thousand (390,000) kwacha.</li> </ul>
11.	<b>Lunch allowance</b>	<ul style="list-style-type: none"> <li>• Regulation 15. An employee shall be entitled to a lunch allowance of one hundred and twenty thousand (120,000) kwacha per month, unless the employer provides a canteen at which the employee may obtain wholesome and adequate meals provided free of charge.</li> </ul>
12.	<b>Termination on account of redundancy</b>	<ul style="list-style-type: none"> <li>• The employer shall: <ul style="list-style-type: none"> <li>○ Give notice of not less than thirty (30) days to the employee or a representative of the employee;</li> <li>○ Pay a minimum redundancy payment of not less than two (2) months' pay for every year served and other benefits the employee is entitled to as compensation for loss of employment; and</li> <li>○ Pay redundancy payment not later than the last day of duty of the employee, except that where an employer is unable to pay the redundancy payment on the last day of duty of the employee, the employer shall continue to pay the employee full wages until the redundancy package is paid.</li> </ul> </li> </ul>
13.	<b>Severance pay upon termination</b>	<ul style="list-style-type: none"> <li>• (54) (1) An employer shall pay an employee a severance pay, where the employee's contract of employment is terminated or has expired, in the following manner: <p>(a) where an employee has been medically discharged from employment, in accordance with Section 38(5); where the employee does not recover from the illness or injury, under Subsection (1), after six (6) months of the date of the illness or injury, and the employee's entitlement to sick leave shall cease. In addition to any other accrued benefits, entitled to a lump sum of not less than three (3) months' basic pay for each completed year of service.</p> <p>(b) where a contract of employment is for a fixed duration, severance pay shall either be a gratuity at the rate of not less than 25% percent of the employee's basic pay earned during the contract period or the retirement benefits provided by the relevant social security scheme that the employee is a member of, as the case may be.</p> <p>(c) where a contract of employment of a fixed duration has been terminated, severance pay shall be a gratuity at the rate of not less than 25% of the employee's basic pay earned during the contract period as at the effective date of termination;</p> <p>(d) where an employee dies in service, the severance pay shall be two (2) months' basic pay for each year served under the contract of employment.</p> </li> </ul>



NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
	<p><b>Gratuity upon termination or end of a long-term contract</b></p> <p><b>Local pension contributions</b></p>	<p>(3) The severance pay under this section shall not be paid to a casual employee, a temporary employee, an employee engaged on a long-term contract or an employee serving a period of probation.</p> <p>National Pension Scheme Act. The employer and employee must each contribute 5% of the employee's gross total earnings for both the employer and employee subject to a limit as prescribed by the NAPSA.</p>

## 10.10 Cote D'Ivoire chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	<b>Social security</b>	<p><b>Social security:</b> Fully contribution of employer calculated from total gross salaries / (Articles 12 and 17 (Social Security Code)</p> <p>5.75% family allowance Article 12, Social Security Code Cote d'Ivoire 0.75% Maternity Allowance, 2% to 5% accident &amp; occupational diseases (work injury) - Article 7, Social Security Code Cote d'Ivoire</p> <p><b>Retirement Plan:</b> Deduction based on gross salaries. 7.7% for retirement pension (employer). 6.3% for retirement (employee)</p> <p>Universal Medical Insurance: Eight (8) people eligible (employee + spouse + six (6) children under twenty-one (21) years old (no limit if disabled)) for which employer contributes XOF 500 per person and XOF 500 per employee contribution of XOF 500 (Decree No 2019-244 of 20 March 2019 modifying the decree No 2017-123 of 22 February 2017 fixing the amount and the methods of collection of contributions due under the general basic scheme and the assistance scheme universal health coverage. Art 30 new: basic General plan contribution and the medical assistance scheme of the universal health coverage are due effective 1 July 2019 Art 9 the employer support 50% of the fees up to 6 children age maximum 21 years. The staff member supports 50%. Art 12 the employer is responsible to deduct directly from salaries for staff and eligible kids and pay back to IPS claim each month. Any delay in payment is 1% /month.</p>
2.	<b>Transport</b>	<p><b>Ministerial Order No. 2020-012/MEPS/CA/30 Jan 2020</b> upgrades minimum amounts as follows: Abidjan: XOF 30,000 Bouaké: XOF 24,000 Elsewhere: XOF 20,000</p>
3.	<b>Lunch</b>	<p>XOF 12,000 or 9,200 as per locality – varies between duty stations XOF 12,000/month provided by the Labour Code, Article 73.3</p>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS														
		<p>The lunch allowance is provided based on the 'Prime de Panier'. The daily amount is three (3) times the hourly wage based on SMIG.</p> <p>SMIG = XOF 60,000 per month (Article 1, Decree 2013-791 du 20 Nov 2013)</p> <p>Working hours per month: 40 hours/week*4 (as 4 weeks per month) = 160 hours</p> <p>Daily lunch allowance = (XOF 60,000/160)*3 = XOF 1,125</p> <p>Monthly lunch allowance shall be XOF 22,500.</p>														
4.	<b>Overtime</b>	<p>Normal working hours are forty (40) per week. Overtime worked during the day shall be paid at 15% for the first eight (8) extra hours worked (limited to fifteen (15) hours a week) and 50% for any additional hour; for night hours 75% for any extra hour worked.</p> <p>Overtime shall give rise to salary increases provided by the Collective Agreements or establishment agreements failing which the following rates apply.</p> <ul style="list-style-type: none"> <li>• 15% increase for hours worked from 41st to 46th hours;</li> <li>• 50% increase for hours worked beyond the 46th hour;</li> <li>• 75% increase for night hours;</li> <li>• 75% increase for day hours, Sundays and public holidays;</li> <li>• 100% increase for night hours, Sundays and public holidays.</li> </ul> <p>Practice in CDI is to compensate the hours worked with days off.</p>														
5.	<b>Seniority</b>	<p>2% at the beginning of the third year of service and 1% per year for subsequent years up to twenty-five (25) years of service, table of service and the percentage to apply:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Length of service (completed years without interruption)</th> <th style="text-align: center;">% applied on Basic Salary</th> </tr> </thead> <tbody> <tr> <td>Less than two (2) years</td> <td style="text-align: center;">0%</td> </tr> <tr> <td>At the beginning of the 3rd year</td> <td style="text-align: center;">3%</td> </tr> <tr> <td>At the beginning of the 4th year</td> <td style="text-align: center;">4%</td> </tr> <tr> <td>At the beginning of the 5th year</td> <td style="text-align: center;">5%</td> </tr> <tr> <td>At the beginning of the 6th ear</td> <td style="text-align: center;">6%</td> </tr> <tr> <td>Increment of 1% at the beginning of each year until the 25th year</td> <td style="text-align: center;">25%</td> </tr> </tbody> </table>	Length of service (completed years without interruption)	% applied on Basic Salary	Less than two (2) years	0%	At the beginning of the 3rd year	3%	At the beginning of the 4th year	4%	At the beginning of the 5th year	5%	At the beginning of the 6th ear	6%	Increment of 1% at the beginning of each year until the 25th year	25%
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Less than two (2) years	0%															
At the beginning of the 3rd year	3%															
At the beginning of the 4th year	4%															
At the beginning of the 5th year	5%															
At the beginning of the 6th ear	6%															
Increment of 1% at the beginning of each year until the 25th year	25%															
6.	<b>Separation</b>        <b>Severance payment</b>	<p><b>Termination of a fixed-term contract:</b></p> <p>When a fixed-term contract is terminated without the conclusion of an open-ended contract (indefinite), the employee is granted a termination indemnity as a supplement to their salary.</p> <p>Job Insecurity allowance (precariousness indemnity) (3% of the sum of all gross salaries paid to the employee during the term of the limited contract: (Article 15.8, Labour Code).</p> <p>Termination indemnity is not paid where an employee refuses an indefinite contract for the same job with same remuneration, or where the termination is caused by the employee or is consequential to the employee's conduct (e.g., economic reasons).</p> <p><b>Decree No. 96-201 of 7 March 1996 and Article 18.16 of the Labour Code</b></p> <p><b>Article 1:</b> For an employee who has completed a period of effective service equal to one (1) year and who has not committed gross negligence, the payment of a dismissal indemnity is distinct from the advance notice.</p> <p><b>Article 2:</b> An employee who has reached the above-mentioned length of service is entitled to a dismissal indemnity following several hirings in the same company if their</p>														

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS										
		<p>previous departures were caused by a loss of employment or a reduction in the workforce. In this case, the amount of the indemnity is determined after deduction of the sums paid for this purpose during the previous dismissals.</p> <p><b>Article 3:</b> The indemnity is represented for each year of presence in the company by a determined percentage of the global monthly salary of the twelve (12) months of activity that preceded the date of dismissal. The total salary includes all benefits constituting a counterpart to the work, excluding those in the nature of reimbursement of expenses. The percentage is fixed according to the seniority of the employee as below:</p> <table border="1" data-bbox="513 598 1447 828"> <thead> <tr> <th data-bbox="513 598 783 667">Length of service</th> <th data-bbox="783 598 954 667">Amount (Gross pay)</th> <th data-bbox="954 598 1447 667">Base</th> </tr> </thead> <tbody> <tr> <td data-bbox="513 667 783 701">1–5 years</td> <td data-bbox="783 667 954 701">30%</td> <td data-bbox="954 667 1447 828" rowspan="3">The indemnity is represented for each year of presence in the company by a determined percentage of the total monthly salary for the twelve (12) months of activity preceding the date of dismissal.</td> </tr> <tr> <td data-bbox="513 701 783 734">+5–10 years</td> <td data-bbox="783 701 954 734">35%</td> </tr> <tr> <td data-bbox="513 734 783 828">+10 years</td> <td data-bbox="783 734 954 828">40%</td> </tr> </tbody> </table> <p>Retiring: Special indemnity in the same condition as severance.</p>	Length of service	Amount (Gross pay)	Base	1–5 years	30%	The indemnity is represented for each year of presence in the company by a determined percentage of the total monthly salary for the twelve (12) months of activity preceding the date of dismissal.	+5–10 years	35%	+10 years	40%
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+10 years	40%											
	<b>HR PRACTICES</b>											
1.	<b>Probation period</b>	<p><b>Decree 96-195 of 7 March 1996</b></p> <ul style="list-style-type: none"> <li>• Eight (8) days for daily or hourly paid employees;</li> <li>• One (1) month for monthly paid employees;</li> <li>• Two (2) months for supervisors, technicians and similar employees; or</li> <li>• Three (3) months for engineers, managers, high-level technicians and similar employees.</li> </ul> <p>It is possible to extend these periods once, and each renewal must be stated in writing.</p> <p>These periods may be renewable once, especially for employees who are new to the company or who have never worked.</p> <p>The renewal of the trial period must be notified to the employee in writing:</p> <ul style="list-style-type: none"> <li>• Two (2) days before the end of the probation period when it is eight (8) days,</li> <li>• Eight (8) days before the end of the trial period when it is one (1) month;</li> <li>• Fifteen (15) days before the end of the trial period when it is two (2) or three (3) months.</li> </ul> <p><b>Article 3:</b> For part-time and temporary employees, the duration of the trial period may be set by agreement between the parties at a shorter time than that provided for above.</p>										
2.	<b>Maternity leave</b>	<p><b>(Title II, Chapter 3)</b></p> <p><b>Article 23.11:</b> A female staff member shall be entitled to fourteen (14) weeks of maternity leave which may start six (6) weeks before the expected date of delivery and eight (8) weeks after the delivery date. Such leave may be extended by two (2) weeks in case of multiple births. The suspension of work shall be extended to three (3) weeks in case of a duly certified illness resulting either from the pregnancy or delivery. During this period the employer shall not terminate the employment contract of the concerned staff. Where the delivery occurs before the due date, the period shall be extended so that staff who has put to birth receives the full fourteen (14) weeks of leave to which they are entitled.</p>										

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS														
		<p>Where the child remains in hospital, postnatal leave is prolonged for a period equivalent to the length of hospitalization of the child, but which cannot exceed twelve (12) months. Maternity leave must be equal, or more than ninety-eight (98) calendar days and the wage must be fully corresponded.</p> <p>During a fourteen (14)-week period and without prejudice to the extensions provided, the employee is entitled to maternity allowance and daily allowance equal to the salary they were receiving at the time of suspension of their contract during maternity leave. The benefits are paid by the pension institution, social security scheme to which the employee is affiliated.</p>														
3.	Sick leave	<p><b>Decree No. 96-198 of 7 March 1996 Relating to Conditions for Contract Suspension for Worker Illness</b></p> <p><b>Article 1:</b> In accordance with Article 15.8, paragraph c of the Labour Code, and unless there are more favourable contractual provisions, a sick worker's contract can be suspended for a limited period of six months by calendar year regardless of the worker's length of service.</p> <p><b>Article 2:</b> Worker illness means the inability of a worker to assume obligations arising from their employment contract for health reasons not resulting from an accident at work or an occupational disease.</p> <p><b>Article 3:</b> The duration of the suspension of a sick worker's contract may, in exceptional circumstances, be extended beyond six months until the replacement of the party in question.</p> <p><b>Article 11:</b> Unless there are more favourable contractual provisions, the employer is required to pay the worker, during the period of suspension of their contract for illness, in lieu of remuneration, an allowance equivalent to compensation for notice.</p> <p>This allowance is valid for the entire period of suspension of the contract as provided for in Article 1.</p> <p><b>Article 12:</b> When a contract of a sick worker is for a fixed term, the notice limit to be taken into consideration is set under the same conditions as those provided for an indefinite-term contract.</p>														
4.	Special leave	<p>Special Leave days are up to ten (10) days per year (Article 25.12, Labour Code) for family events.</p> <table border="1" data-bbox="515 1637 1299 1944"> <thead> <tr> <th data-bbox="515 1637 1126 1704">Events</th> <th data-bbox="1126 1637 1299 1704">Working days</th> </tr> </thead> <tbody> <tr> <td data-bbox="515 1704 1126 1742">Employee's marriage</td> <td data-bbox="1126 1704 1299 1742">Four (4) days</td> </tr> <tr> <td data-bbox="515 1742 1126 1780">Sister's/brother's marriage</td> <td data-bbox="1126 1742 1299 1780">Two (2) days</td> </tr> <tr> <td data-bbox="515 1780 1126 1818">Death of spouse, child, mother or father</td> <td data-bbox="1126 1780 1299 1818">Five (5) days</td> </tr> <tr> <td data-bbox="515 1818 1126 1856">Death of brother/sister/mother or father-in-law</td> <td data-bbox="1126 1818 1299 1856">Two (2) days</td> </tr> <tr> <td data-bbox="515 1856 1126 1895">Birth of a child</td> <td data-bbox="1126 1856 1299 1895">Two (2) days</td> </tr> <tr> <td data-bbox="515 1895 1126 1944">Baptism of a child/first holy communion/moving to another residence</td> <td data-bbox="1126 1895 1299 1944">One (1) day</td> </tr> </tbody> </table>	Events	Working days	Employee's marriage	Four (4) days	Sister's/brother's marriage	Two (2) days	Death of spouse, child, mother or father	Five (5) days	Death of brother/sister/mother or father-in-law	Two (2) days	Birth of a child	Two (2) days	Baptism of a child/first holy communion/moving to another residence	One (1) day
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NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS															
5.	Annual leave	<p><b>Article 25.1:</b> Unless more favourable provisions are included in collective agreements or individual contracts, the employee acquires the right to paid leave, at the expense of the employer, at the rate of two (2) working days per month of effective service, except for employees under eighteen (18) years of age, who are entitled to two and two-tenths (2.2) days.</p> <p><b>Article 25.2:</b> The annual leave defined in the preceding article is increased by two (2) working days after fifteen (15) years of service in the same company, by four (4) days after twenty (20) years, by six (6) days after twenty-five (25) years and by eight (8) days after thirty (30) years.</p> <p><b>Article 25.2, Labour Code</b> grants additional days upon length of service.</p> <table border="1" data-bbox="528 667 1428 788"> <thead> <tr> <th>Length of service</th> <th>Number of additional days</th> <th>Total no. of days</th> </tr> </thead> <tbody> <tr> <td>After 25 years</td> <td>+6</td> <td>36</td> </tr> <tr> <td>After 30 years</td> <td>+8</td> <td>44</td> </tr> </tbody> </table> <table border="1" data-bbox="528 822 1428 925"> <thead> <tr> <th>Female employee who has:</th> <th>Number of additional days</th> </tr> </thead> <tbody> <tr> <td>One (1) dependent below 21 years old</td> <td>1</td> </tr> <tr> <td>From the 4th dependent below 21 years old</td> <td>2</td> </tr> </tbody> </table> <p><b>Article 25.9:</b> When the employment contract is terminated before the employee has actually been able to take their leave, an allowance calculated on the basis of the leave entitlements acquired on the day the contract expires must be paid to them as compensation.</p>	Length of service	Number of additional days	Total no. of days	After 25 years	+6	36	After 30 years	+8	44	Female employee who has:	Number of additional days	One (1) dependent below 21 years old	1	From the 4th dependent below 21 years old	2
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1.	Termination notice	<p><b>Fixed-Term Contract</b> (Chapter 5, Labour Code)  Article 15.9 states: the fixed-term employment contract shall end at the end of the term without compensation or notice and may only be terminated before the end of the term by force majeure, by mutual agreement or by serious misconduct on the part of one of the parties.</p> <p><u>Notice period in absence of collective agreements</u></p> <p>Article 18.4 Termination of the employment contract is subject to a notice period given by the party initiating the termination. In the absence of collective agreements, a decree determines the conditions and duration of the notice period, taking into account, in particular, the duration of the contract and the professional categories. The party initiating the termination of the contract must notify the other party of its decision in writing. When the initiative comes from the employer, this notification must be motivated.</p> <p><b><u>Decree No. 96-200 of 7 March 1996</u></b></p> <p>Article 1 Subject to more favourable provisions provided for by collective agreement or work contract, the duration of the notice period referred to in Article 16.4 paragraph 1 of the Labour Code is fixed for all employees as follows:</p> <ol style="list-style-type: none"> <li>1. Employees paid by the hour, day, week or fortnight and classified in the first five (5) categories: <ul style="list-style-type: none"> <li>- Eight (8) days, up to six (6) months of seniority in the enterprise;</li> <li>- Fifteen (15) days, from six (6) months to one (1) year of seniority in the company;</li> <li>- One (1) month, from one (1) year to six (6) years of seniority in the company;</li> <li>- Two (2) months, from six (6) to eleven (11) years of seniority in the company;</li> </ul> </li> </ol>															

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS										
		<ul style="list-style-type: none"> <li>- Three (3) months, from eleven (11) to sixteen (16) years of seniority in the company;</li> <li>- Four (4) months, after sixteen (16) years of seniority in the company.</li> </ul> <p>2. Employees paid monthly and classified in the first five (5) categories:</p> <ul style="list-style-type: none"> <li>- One (1) month, up to six (6) years of seniority in the company;</li> <li>- Two (2) months, from six (6) to eleven (11) years of seniority in the company;</li> <li>- Three (3) months, from eleven (11) to sixteen (16) years of seniority in the company;</li> <li>- Four (4) months, beyond sixteen (16) years of seniority in the company.</li> </ul> <p>3. Employees classified in the 6th category and above</p> <ul style="list-style-type: none"> <li>- Three (3) months, up to sixteen (16) years of seniority in the company;</li> <li>- Four (4) months, beyond sixteen (16) years of seniority in the company.</li> </ul> <p>4. Employees of all categories with a partial permanent disability estimated at more than 40%:</p> <ul style="list-style-type: none"> <li>- Normal period of notice up to six (6) months of seniority in the company;</li> <li>- Twice the normal notice period after six (6) months of seniority in the company. In order to look for another job, the employee benefits, during the notice period, from one (1) day of freedom per week, taken, at their choice, as a whole or hour by hour, paid at full salary.</li> </ul>										
2.	<b>Redundancy</b>	<p><b>Article 18.9, Labour Code</b>          Constitutes a dismissal for economic reasons - the dismissal made by an employer because of a job abolition or transformation, in particular following technological changes, restructuring or economic difficulties likely to compromise the financial equilibrium of the company.</p> <p>Procedure: Articles 18.10 to 18.15</p> <p>Severance pay is provided in case of dismissal of staff by the employer as per seniority:</p> <table border="1" data-bbox="513 1312 1409 1512"> <thead> <tr> <th>Length of service</th> <th>Amount</th> <th>Base</th> </tr> </thead> <tbody> <tr> <td>1– 5 years</td> <td>30%</td> <td rowspan="3">The indemnity is represented for each year of presence in the company by a determined percentage of the total monthly salary for the twelve (12) months of activity preceding the date of dismissal.</td> </tr> <tr> <td>+5–10 years</td> <td>35%</td> </tr> <tr> <td>+10 years</td> <td>40%</td> </tr> </tbody> </table> <p>Employee terminated for economic reasons has priority for two (2) years in being hired in the same category of employment (inform employer in case of change of address).</p>	Length of service	Amount	Base	1– 5 years	30%	The indemnity is represented for each year of presence in the company by a determined percentage of the total monthly salary for the twelve (12) months of activity preceding the date of dismissal.	+5–10 years	35%	+10 years	40%
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3.	<b>Attendance bonus</b>	<p><b>Article 31.4</b> Assiduous premium, the method of calculation is at the discretion of the employer.</p> <p>According to Article 31.4, there is possibly an attendance bonus if in the absence of a collective agreement.</p>										
4.	<b>Labour Medal of Honour</b>	<p><b>Decree No. 63-65 of 9 February 1963</b></p> <table border="1" data-bbox="513 1872 1222 2038"> <thead> <tr> <th>Years of service</th> <th>Medal Type</th> </tr> </thead> <tbody> <tr> <td>Fifteen (15)</td> <td>Silver Medal</td> </tr> <tr> <td>Twenty-five (25)</td> <td>Medal of Vermeil</td> </tr> <tr> <td>Thirty (30)</td> <td>Gold Medal</td> </tr> <tr> <td>Thirty-five (35)</td> <td>Great Gold Medal</td> </tr> </tbody> </table>	Years of service	Medal Type	Fifteen (15)	Silver Medal	Twenty-five (25)	Medal of Vermeil	Thirty (30)	Gold Medal	Thirty-five (35)	Great Gold Medal
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Thirty (30)	Gold Medal											
Thirty-five (35)	Great Gold Medal											

## 10.11 Mali chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	Social security	<p>18.9% contribution to social security  <a href="https://www.cleiss.fr/docs/regimes/regime_mali.html">https://www.cleiss.fr/docs/regimes/regime_mali.html</a></p> <p><u>Employer contributions:</u>            8% family allowance,            1% work accidents and occupational diseases,            3.5% compulsory health insurance (AMO),            Pension: 5.4% - to enrol to Generali the difference of 12.5%            1% the National Employment Agency (ANPE)</p> <p><u>Employee contributions:</u>            AMO 3.06 %            Pension: 3.06 %</p>
2.	Housing allowance	20% as per Labour Code
3.	Transport HR practice	XOF 55,000 transport allowance , tax compliance as per Labour Code (SLT approval April 2020). Labour Code policy article Ministerial Order No. 99-0892 / MF-SG of 18 May 1999, concerning the deduction of the tax base from bonuses and allowances paid in addition to salary <a href="https://www.dgi.gouv.ml/CGI/">https://www.dgi.gouv.ml/CGI/</a> market HR practice.
4.	Overtime	<p><b>Labour Code, Chapter IV, Section 5, Article L.137:</b> Each hour worked above normal working hours will give rise, in the absence of a collective agreement or company or establishment agreement, to a salary increase according to the minimum rates below:</p> <p>a) Working days:            An additional 10% over the regular hourly rate for regular work performed during daytime, for the 41st to the 48th hour inclusive;            An additional 25% over the regular hourly rate for regular work performed during daytime, beyond the 48th hour;            An additional 50% over the regular hourly rate for work performed at night.</p> <p>b) Non-working days:            An additional 50% above the regular hourly rate when work is performed during the day, and an additional 100% when performed during the night.</p> <p><b>Decree of Application No. 1996 – 1566 and Article A. 140.2:</b> The standard work period is forty (40) hours a week and eight (8) hours a day. Overtime is allowed for up to eighteen (18) hours per week, although the labour inspector can authorize a maximum of sixty (60) hours per week.</p>
5.	Seniority bonus	<p><b>Article L.97 of the Labour Code</b></p> <p>Entitled to employees that have been with the employer for at least three (3) years of completed service.</p> <p>Periods of service completed on different occasions will be taken into consideration for the granting of this bonus, provided that they have not given rise to the payment of severance pay or compensation for services rendered. Absences in the following cases may not be deducted from the time of attendance taken into account for the award of the bonus.</p> <p>Calculated based on basic pay at 3% after three (3) completed years; 5% after five (5) years of completed service; plus 1% per each additional year up to 15% maximum.</p>





NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
4.	Sick leave	<p><b>Article L34.3 new:</b> A contract of employment can be suspended during the period of absence of an employee for sickness or non-professional accident certified by a medical practitioner. This period is limited to six (6) months but can be extended until the replacement of the employee. This means when a worker is sick for an extended period, the period of absence for sick leave is six (6) months but can be extended until the position is filled to replace the sick worker.</p> <p><b>Article L.37:</b> During sick leave, 100% of the employee's earnings is paid during the first year of employment for a period of eight (8) days to three (3) months depending on the type of employment; 50% of the employee's earnings for up to an additional month is paid from the second year of employment thereafter.</p>
5.	Resignation notice	<p><b>Article 41: New Labour Code 2017/021/12 June 2017</b> A contract for an unspecified duration is subject to a notice period notified in writing with reason of termination by the party who takes the initiative of termination.</p> <p>In the absence of collective agreements or decrees in lieu thereof, the duration of notice period is:</p> <ul style="list-style-type: none"> <li>• Eight (8) days for staff paid by the day or week;</li> <li>• One (1) month for the employee whose monthly salary is paid;</li> <li>• Two (2) months for supervisors and assimilated employees;</li> <li>• Three (3) months for executives and management</li> </ul> <p>A contract can be terminated without notice in the case of gross misconduct with reserve of appreciation of the competent court.</p>
6.	Redundancy/severance pay	<p><b>Article L.46:</b> Any individual or collective dismissal carried out by an employer, for one or more reasons not inherent to the person of the employee and resulting from a termination or transformation of employment or a substantial modification of the employment contract following economic difficulties or technological change, constitutes dismissal for economic reasons.</p> <p><b>Severance pay</b> - provided in case of dismissal of staff as per the number of years of seniority spent in the organization:</p> <ul style="list-style-type: none"> <li>• 20% for five (5) years;</li> <li>• 25% for five to ten (5-10) years;</li> <li>• 30% for more than ten (10) years.</li> </ul> <p>Special indemnity not taxable equivalent to one (1) month's gross pay. Priority of engagement in the same category during two (2) years in case a position is reopened.</p>
7.	Severance pay upon termination/resignation	<p><b>Employment termination/severance</b></p> <p><b>Fixed-term contract of employment</b> <b>Article L.24:</b> When the contractual labour relations do not continue at the end of a fixed-term employment contract, the employee is entitled, as an additional salary, to compensation intended to compensate for the precariousness of their situation. The rate of this indemnity, calculated on the basis of the amount of the total gross remuneration due to the employee during the term of the contract, is fixed by means of a collective labour agreement or agreement. Failing this, the minimum rate is fixed by decree.</p> <p><b>Article D.24-1.I:</b> In the absence of provision fixed by a convention or collective agreement, the minimal indemnity stipulated in the conditions set by Article L.24 is equal to 2.5% of the amount of the gross total remuneration due to employee.</p>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		<p><b>Article L.39:</b> The fixed-term employment contract may not end before term by the will of one of the parties except in the cases provided for in the contract or in that of gross negligence left to the discretion of the competent court.</p> <p><b>Article L.20:</b> The employee cannot renew a fixed-term contract with the same company more than twice.</p> <p>The continuation of services apart from the case provided for in the previous paragraph automatically constitutes the execution of an employment contract of indefinite duration.</p> <p>In view of adhering to one staff concept and donor not willing to fund a continuous contract, a protocol was signed by the labour office as per attached. Fixed-term contracts were provided to staff who had more than two (2) renewals, with the aim that in case of termination, the conditions for undetermined contract shall apply.</p> <p><b>2. Contract with unspecified duration</b></p> <p><b>Article L.40 new:</b> A contract with undetermined duration may be terminated by either party, along with a written notice by the party who takes the initiative to the other party.</p> <p><b>Article L.41 new:</b> Refer to resignation notice above.</p> <p><b>Article L.44:</b> During the notice period, whether it is about a dismissal or a resignation, the employee is authorized, after having informed their employer, to be absent one (1) day a week, to search for a new job.</p> <p>The duration of the notice period is the same as the probation period.</p> <p><b>3. Severance pay</b></p> <p><b>Article L.53 new:</b> In case of dismissal and termination for a case of force majeure, an employee who has completed a minimum one (1) year of continuous service in the organization has an indemnity different from the notice period.</p> <p>This indemnity, called dismissal, is calculated by taking the monthly average of the remuneration received during the last twelve (12) months preceding the dismissal and, by applying to this average remuneration the following percentages:</p> <ul style="list-style-type: none"> <li>- 20% for each of the first five (5) years of work;</li> <li>- 25% for each year from the 6th to the 10th inclusive;</li> <li>- 30% for each year beyond the 10th.</li> </ul> <p>If collective agreement has a provision superior to the above, the collective agreement rate is the one to apply.</p> <p>This indemnity is not due if the dismissal is motivated by gross misconduct by the employee, left to the appreciation of the competent jurisdiction.</p>
8.	Compensation of service rendered	<p><b>Article L.54:</b> In case of resignation, an employee who has completed ten (10) continuous years in the organization shall receive a compensation of service rendered calculated the same as prescribed in Article L.53 above.</p>
9.		<p><b>Article L.55:</b> The indemnities referred to in Articles L.53 and L.54 are not due when the employee ceases their activity definitively to take advantage of their retirement pension or the solidarity allowance.</p>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		<p>Where this happens, the employee receives, in this case, a retirement indemnity calculated on the same basis and under the same conditions as the indemnity referred to in Article L.53 i.e.:</p> <ul style="list-style-type: none"> <li>- 20% for each of the first five (5) years of work;</li> <li>- 25% for each year from the 6th to the 10th inclusive;</li> <li>- 30% for each year beyond the 10th.</li> </ul>

## 10.12 Cameroon chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		<b>Principle law: Labour Code, Law No. 92/007 of 14 August 1992</b>
1.	Social security	<p><b>90/1198 of 3 August 1990</b> <b>Decree 2016/072 of 15 February 2016</b></p> <p>12.95% employer contribution to social security split as below:</p> <p>4.2% retirement pension 7% family allowance (based on covered payroll subject to minimum and maximum monthly wage of XOF 36,270 and 750,000 respectively), 1.75% accident and occupational disease (on gross monthly payroll).</p> <p>Staff contribution to retirement pension is 4.2%.</p>
2.	Housing	<p><b>Ministry Order No. 018/MTPS/SG/CJ of 26 May 1993 fixing housing – Article 10</b></p> <p>A compensatory housing allowance when housing in kind is not provided: 25% of basic pay for housing allowance + seniority bonus <b>Ministry Order No. 018/MTPS/SG/CJ of 26 May 1993</b> fixing conditions of housing.</p>
3.	Transport allowance	<p>Transport allowance applicable for more than fifteen (15) years is XOF 20,000. Flat rate amount provided to staff.</p> <p>Market survey in progress to submit to ILT approval to reassess the market.</p>
4.	Lunch	<p>Rate applicable is XOF 9,200 – market survey in progress to reassess the market as this was in force more than 15 years ago.</p> <p><b>Ministerial order 19/MTLS/27 May 1969</b> fixing composition of the daily ration of food provided to employees and its reimbursement value.</p>
5.	Overtime	<p><b>Article 80, Labour Code, 1992; normal hours of work is 40/weeks Ministerial Order No. 95-677 of 18 December 1995</b> Section 2 art 12 remuneration of overtime</p> <p>i. Overtime exceeding forty (40) hours per week is paid as follows:</p> <ul style="list-style-type: none"> <li>- For the first eight (8) hours: 20% of the hourly wage (we calculate the salary of staff per hour and apply 20% when they have performed work from the 41st to 48th hours);</li> <li>- For the following eight (8) hours: 30% of the hourly wage (the same calculation from the 49th to 56th hours);</li> <li>- For the third hour band up to 20 hours per week: 40% of the hourly wage (the same calculation with maximum of 20 hours per week).</li> </ul> <p>ii. - For overtime work performed on Sundays: 40% of the hourly wage (the same calculation on additional work performed on Sundays);</p> <p>iii. Overtime during the night: 50% of the hourly wage;</p>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS												
		iv. Overtime performed according to foreseen circumstances: 50% of the hourly wage (Calculation of hourly wage is based on 173,33 hours per month (40 hours per week x 52 weeks per year/12 months per year).												
6.	Seniority	Seniority is paid at the rate of 4% at the beginning of the 3rd year of service and 2% on the following years.												
7.	Severance pay	<p><b>Ministerial order 016/MTPS/SG/CJ of 26 May 1993</b> fixing modalities of attribution and calculation of severance pay (dismissal indemnity).</p> <p><b>Article 37:</b> Except for cases of gross misconduct appreciated by the court, any staff member who has worked for a continuous period at least equal to two (2) years shall receive severance pay different from payment in lieu of notice.</p> <p><b>Article 2:</b> Except for favourable disposition of collective agreement, specific individual contract provision, the severance pay equal for each year of presence in the company to a percentage of the average monthly salary of the last twelve (12) months preceding the dismissal.</p> <p>Applicable rates are as follows:</p> <ul style="list-style-type: none"> <li>• 20% of monthly wage per year from the 1st to the 5th year;</li> <li>• 25% of monthly wage per year from the 6th to the 10th year;</li> <li>• 30% of monthly wage per year from the 11th to the 15th year;</li> <li>• 35% of monthly wage per year from the 16th to the 20th year;</li> <li>• 40% of monthly wage per year from the 21st year.</li> </ul>												
8.	Retirement benefit	<p><b>Article 37 of the Labour Code, 1992; Order No 016 / MTPS / SG / CJ of 26 May 1993</b> laying down the procedures allocation and calculation of severance pay</p> <p>An indemnity of end of career is provided as per the number of years of service as below:</p> <ul style="list-style-type: none"> <li>• 40% for one to five (1-5) years of service;</li> <li>• 45% for five to ten (5-10) years of service;</li> <li>• 60% for ten to fifteen (10-15) years of service;</li> <li>• 65% for fifteen to twenty (15-20) years of service;</li> <li>• 75% for more than twenty (20) years of service.</li> </ul>												
	<b>HR PRACTICES</b>													
1.	Probation period	<p><b>Ministerial order No. 017/MTPS/SG/CJ of 26 May 1993</b> fixing probation period.</p> <p>Probation should not exceed six (6) months, including any renewal, save in the case of managerial staff for whom the period may be extended to eight (8) months.</p> <p>The probation period depends on socio-professional category of the staff member. Below is the table detailing probation periods:</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Period</th> </tr> </thead> <tbody> <tr> <td>I and II</td> <td>Fifteen (15) days</td> </tr> <tr> <td>III and IV domestic workers</td> <td>One (1) month</td> </tr> <tr> <td>V-VI</td> <td>Two (2) months</td> </tr> <tr> <td>VII-IX</td> <td>Three (3) months</td> </tr> <tr> <td>X-XII</td> <td>Four (4) months</td> </tr> </tbody> </table>	Category	Period	I and II	Fifteen (15) days	III and IV domestic workers	One (1) month	V-VI	Two (2) months	VII-IX	Three (3) months	X-XII	Four (4) months
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2.	Maternity leave	Fourteen (14) weeks leave for maternity (commences four (4) weeks before delivery provision date). Six (6) weeks extension in case of illness due to delivery. One (1) -hour nursing break per day until fifteen (15) months after delivery.												

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		<p>Note that during pregnancy and fifteen (15) months after birth, an employee may terminate their employment without notice or payment in lieu of notice where their pregnancy/condition has been medically certified.</p>
3.	Sick leave	<p>Labour Code, Article 32 (c); Article 89(3)(b) A contract is suspended in the event of the absence of a worker due to sickness duly certified by a medical practitioner approved by the employer or one belonging to a hospital establishment recognized by the State. The period limited to six (6) months, but can be extended until the effective replacement of the worker.</p> <p>No express provision for entitlement of sick leave except for provision on suspension of employment due to illness exceeding six (6) months (under the Labour Code implicitly full pay is for six (6) months). The employer may suspend the contract if the employee is absent on account of illness for more than six (6) months. Exceeding this may lead to the suspension or termination of the contract. It should be duly certified by a medical practitioner approved by the employer or one belonging to a hospital establishment recognized by the State. Six (6) months is extended until the replacement of the employee.</p> <p><b>Article 33:</b> The employer is required to pay the employee (if terminated on account of illness), if the contract is for an indefinite period, an indemnity which is equal either to the advance notice allowance when the duration of the absence is equal to or greater than that of the notice, or to the remuneration to which the employee could have claimed during the absence, when the duration thereof is less than that of the notice as per Article 34.</p>
4.	Compassionate leave	<p><b>Decree No. 75/29 of 10 January 1975 fixing modalities of application of exceptional permissions paid in case of absence</b></p> <p>Exceptional permissions granted for family events shall not exceed ten (10) days/year: staff wedding, three (3) days; death of father, mother, brother or sister, three (3) days; death of mother-in-law, father-in-law, three (3) days; paternity leave, three (3) days; child's wedding, one (1) day.</p>
5.	Resignation notice	<p><b>Article 38, Labour Code:</b> A fixed-term contract of employment cannot be terminated prior the contract end term except in the case of gross misconduct, force majeure or written mutual consent by parties. No notice provided for fixed-term contract of employment.</p> <p>Continuous contract provision depends on number of years in the organization and category of staff. This varies from one to four (1-4) months depending on the socio-professional category of staff. For instance, for less than one (1) year of service is one (1) month irrespective of socio-professional category; from one to five (1-5) years of service is two to three (2-3) months depending on socio-professional category; for five (5) years of service and above is two to four (2-4) months depending on socio-professional category (see figures detailed under termination notice).</p>
6.	Termination notice	<p><b>Ministerial Order No. 015/MTPS/SG/CJ of 26 May 1993</b> fixing the conditions of notice period.</p> <p>Notice period varies according to the professional category to which the employee belongs and the length of service. the table below provides details of notice periods.</p>

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS																			
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7.	Staff medals	<p><b>Law No. 74/9 of 16 July 1974:</b></p> <p>The Medal of Honour for Labour comprises three grades:</p> <ol style="list-style-type: none"> <li>1) The Silver Medal which is awarded after ten (10) years of service;</li> <li>2) The Vermeil Medal which is awarded after fifteen (15) years of service;</li> <li>3) The Gold Medal which is awarded after twenty-five (25) years of service.</li> </ol> <p>A medal premium is provided corresponding to one (1) month's salary plus the seniority bonus per medal (collective agreement commerce).</p>																			

### 10.13 Burkina Faso chapter

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
1.	Social Security	<p><b>Decree 2003-252 of 20 May 2003; Social Security Ministerial Order No. 2003-012 of 20 June 2003; 2006 Social Security Code; Labour Act, 2008</b></p> <p>Total 21.5% of gross salary: employer's portion 16%; employee's portion 5.5%. The social security contribution is based on the minimum and maximum legal monthly earnings. The minimum monthly earnings is XOF 30,684, while the maximum is XOF 600,000 (ceiling amount). The contributions are shared as follows: Employer contribution of 16% is split as follows:</p> <ul style="list-style-type: none"> <li>- Professional risk 3.5%</li> <li>- Pension contribution 5.5%,</li> <li>- Family allowance 7%</li> </ul> <p>Employee contribution is 5.5% pension to national Social Security Fund (CNSS) Contributions paid either monthly for employer with at least twenty (20) employees or quarterly for those with one to nineteen (1-19) employees.</p>
i.	Health insurance	The employee is granted health insurance in the work location during the contract period.
ii.	Accident insurance	The employee should be granted accident and professional risk insurance (Labour Code).
2.	Overtime	<p>Above forty (40) hours per week (173.33 hours per month) except for some professions whose nature of work allows for a more than forty (40) hours per week cap. For example, forty-eight (48) hours for drivers assigned exclusively to the transport of company personnel. Remaining worked hours are considered overtime and the employee should receive a compensation for overtime. Overtime compensations are calculated as follows:</p> <ul style="list-style-type: none"> <li>- An additional 15% above the regular hourly rate for each of the first eight (8) hours worked beyond 40 hours, or the duration considered equivalent;</li> <li>- An additional 35% for hours worked beyond the 48th hour, or beyond the period considered equivalent;</li> <li>- An additional 50% for each hour worked at night on ordinary days;</li> <li>- An additional 60% for each hour worked during the day on Sundays and holidays.</li> <li>- An additional 120% for each hour worked at night on Sundays or holidays.</li> </ul> <p>Sources: Articles 137-139 from the Labour Code; Article 1-5 from Decree No. 2007-004/%TSS/SG/DGT/DER relative to overtime management</p>
3.	Night work	Night work is work performed between 22:00 and 05:00 hrs.

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		- An additional 50% for each hour worked at night on ordinary days.
4.	<b>Maternity benefit</b>	Any pregnant employee is granted fourteen (14) weeks maternity leave that can start eight (8) weeks before or four (4) weeks after the delivery date, regardless of whether the child was born alive or not. The <u>maternity leave can be extended for three (3) weeks</u> in case of a health issue following the delivery. (Labour Code s. 145-158) During maternity, the salary of the employee is paid by the social security institution (CNSS).
5.	<b>Emergency family leave/ exceptional permission leave</b>	Employees are granted exceptional permission of absence for a maximum of ten (10) days per year for family issues (Article 159, Labour Code). Decree 2010-812 Prs/PM/MRSS of 31 December 2010.  Exception permission is defined as below: Staff wedding, three (3) days; death of spouse or dependant, three (3) days; wedding of son, brother or sister, two (2) days; birth of son, three (3) days (paternity leave); death of mother or father-in-law, three (3) days.
6.	<b>Sick leave</b>	Article 93(3) provides that a labour contract can be suspended for the duration of sickness certified by a medical practitioner for a period of one (1) year. This can be extended until the replacement of the sick employee.  There is no provision specifying the maximum number of days for sick leave. Therefore, the right of paid leave in general will include whatever the duration for which the employee is sick as per below.  Article 95: The employee's compensation during employee's absence is established as follows, depending on employee's seniority in the company:  1) less than one (1) year of seniority (service) - full salary for one (1) month, - half salary for the following month.  2) from one to five (1-5) years of seniority - full salary for one (1) month, - half salary for the following three (3) months.  3) six to ten (6-10) years of seniority - full salary for two (2) months, - half salary for the following three (3) months.  4) eleven to fifteen (11-15) years of service - full salary for three (3) months, - half salary for the following three (3) months.  5) beyond fifteen (15) years of service - full salary for four (4) months, - half salary for the following four (4) months.
	<b>HR PRACTICES</b>	
7	<b>Probation period</b>	The probation period should be:  Eight (8) days for an employee paid per hour or per day;

NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		<p>One (1) month for other employees other than executives, supervisors, technicians and similar staff;</p> <p>Three (3) months for executives, supervisors, technicians and similar staff;</p> <p>The probation period can be extended once for the same duration. The contract can be terminated during the probation period at any moment without notice or compensation, at the discretion of either party, unless specific provisions are made in the contract.</p> <p>(Source: Labour Code 41-46)</p>
8	<b>Resignation notice</b>	<p>For fixed-term contracts, no resignation is allowed unless there is a common agreement between the employee and employer. The party willing to resign should notify the other party. The employee should be granted a separation allowance that is calculated as dismissal allowance (provided in professional agreements) at the end of the contract.</p> <p>For undetermined contracts, the resignation period should be:</p> <ul style="list-style-type: none"> <li>- Eight (8) days for employees paid by hour or by day;</li> <li>- One (1) month for officers, technicians and similar positions;</li> <li>- Three (3) months for managers, officers and similar positions.</li> </ul> <p>Both the employee and employer should comply with the terms of the contract during the resignation notice. The employee is granted two (2) days per week during the resignation notice. (Source: Labour Code Burkina Faso from Article 66).</p>
9	<b>Seniority bonus</b>	<p>Based on base salary.</p> <p>5% after three (3) years of service.</p> <p>1% per additional year of service after three (3) years.</p> <p>Not applicable where it had already been taken into account for the calculation of the severance indemnity granted previously, with regard to an employee dismissed and then rehired.</p> <p>(Source: Decree No. 2010-810/PRESS/PM/MTSS relative to seniority bonus)</p>
10	<b>Termination notice</b>	<p><b>Fixed-term contract of employment</b></p> <p><b>Article 52, Labour Code:</b> A fixed-term employment contract is renewable without limitation except in cases of abuse at the discretion of the competent court.</p> <p><b>Article 54:</b> Except when its term is imprecise, the fixed-term employment contract cannot be concluded for a period exceeding two (2) years for national employees and three (3) years for foreigners.</p> <p><b>Article 60:</b> A fixed-term employment contract cannot be terminated prior its expired date except if the parties agree in writing, or due to force majeure or gross negligence.</p> <p><b>Article 61:</b> The end of the fixed-term employment contract entitles the employee to an end-of-contract indemnity calculated on the same basis as the termination indemnity as defined by collective labour agreements.</p> <p><b>Article 67:</b> During the notice period, the employee benefits from two working days of freedom per week at full pay with a view to looking for another job.</p> <p>However, in the event of dismissal and when the dismissed employee is obliged to immediately take up a new job, they may, after having informed the employer, leave the establishment before the expiry of the notice period without having to this fact to pay a compensatory indemnity.</p> <p><b>Article 69:</b> The termination of the indefinite employment contract may occur without notice in the event of gross negligence, subject to the assessment of the competent court with regard to the seriousness of the fault.</p>



NO.	BENEFITS	EXCEPTIONS IN LOCAL LABOUR LAWS
		<p><b>Article 68:</b> Any termination of the employment contract for an indefinite period, without notice or without the notice period having been fully observed, entails the obligation, for the party who took the initiative, to pay the other party compensation in lieu of notice. subject to the provisions of Article 67 above.</p> <p>The amount of this compensation corresponds to the remuneration and benefits of any kind from which the employee would have benefited during the notice period which was not actually respected.</p>
11	Severance pay	<p><b>Article 35 of collective interprofessional agreement of 9 July 1974</b></p> <p>In the event of dismissal by the employer, the employee having completed a period of continuous service at least equal to the period of reference giving entitlement to leave (one year), as set by the regulations in force, is entitled to severance pay separate from the notice period.</p> <p>An employee is eligible for severance pay when they reach the length of service necessary for payment of severance pay after several hires in the same company if their previous departures were caused by a workforce squeeze or job cuts.</p> <p>In this case, the amount of the termination indemnity is determined, after deduction of the sums which may have been paid in this respect during previous layoffs. This compensation is represented, for each year of presence in the company, by a determined percentage of the average monthly overall salary of the six (6) months of activity that have preceded the date of dismissal. Global salary is understood to mean all benefits constituting a consideration for the work, to the exclusion of those presenting the character of reimbursement of expenses. The percentage is fixed at pro-rated amounts being:</p> <ul style="list-style-type: none"> <li>• 25% of monthly salary for each year served during the first five (5) years of service;</li> <li>• 30% of monthly salary for each year served during the next five (5) years of service; and</li> <li>• 40% of monthly salary for each year served after the 10th year.</li> </ul> <p>Severance pay is not due:</p> <ul style="list-style-type: none"> <li>• in the event of termination of the employment contract resulting from gross negligence on the part of the employee;</li> <li>• when the employee permanently ceases their service to enter into the statutory retirement. In this case, the employee will be paid a special allowance called "severance pay at retirement". This compensation is calculated on the same basis and according to the same rules as severance pay.</li> </ul> <p>The rate and methods of calculating the termination indemnity and severance indemnity for retired expatriate employees is determined by the individual employment contract.</p>

# Annex I. Staff Code of Conduct

## 1.1 Staff Code of Conduct

- 1.1.1 CIFOR and ICRAF are international non-governmental organisations. As such, their interests are not only national but include international dimensions. By accepting appointment, staff pledge to discharge their functions and to regulate their conduct with the interest of CIFOR and ICRAF primarily in view. Strict adherence to the Staff Code of Conduct is expected of all staff members.
- 1.1.2 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.
- 1.1.3 Staff members are subject to the authority of the Directors General and to assignment by them to any of CIFOR and ICRAF's activities or offices. They are responsible to them in the exercise of their functions.
- 1.1.4 Staff members are expected to treat their colleagues, and stakeholders, with courtesy, respect, fairness and cultural sensitivity. CIFOR and ICRAF promote 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.
- 1.1.4.1 **Harassment and Discrimination** – forms of misconduct that disturb, trouble and undermine the integrity of the employment relationship and staff conduct.
- i. 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.
  - ii. **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. **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 benefit at the expense of others.
  - iii. **Racism** – The belief that groups of humans possess different behavioural traits corresponding to physical appearance and can be divided based on the superiority of one race over another. It may also mean prejudice, discrimination, or antagonism directed against other people because they are of a different race or ethnicity.

## **1.2 Working Relationships with Vendors and Partners**

CIFOR and ICRAF's Code of Conduct shall also apply to staff who have a close or personal relationship with a contractor, supplier or partner. Where the staff member's job gives them authority over the contractor, supplier or partner, the relationship must be declared by the staff member to the Human Resources Office as well as to the staff member's immediate supervisor. In these circumstances, CIFOR and ICRAF reserve the right not to conduct any business with such contractor, supplier or partner.

## **1.3 Membership of Political Parties and Political Activities**

1.3.1 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 local or global staff.

1.3.2 Membership in a political party is permitted provided that such membership does not entail action, or obligation to act, contrary to CIFOR and ICRAF Rules and Regulations. The payment of normal financial contributions shall not be construed as an activity contrary to paragraph 1.3.1 above.

1.1.1 In any case of doubt as the interpretation or application of paragraph 1.3.1 above, the staff member concerned shall request a ruling from the Directors General.

## **1.4 Outside Activities and Interests**

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

1.4.2 Staff members shall not, except in the normal course of official duties and with the prior approval of the Directors General, perform any one of the following acts, if such an act relates to the purpose, activities or interests of CIFOR and ICRAF:

- i. Issue statements to the press, radio or other agencies of public information - Openness and transparency in relations with the media are effective means of communicating CIFOR and ICRAF's messages. Staff members should regard themselves as speaking in CIFOR and ICRAF's name(s) and avoid personal references and views; in no circumstances should they use the media to further their own interests, to air their own grievances, or to reveal unauthorized information. Staff members should at all times maintain CIFOR and ICRAF's integrity for research outcomes. In general, CIFOR and ICRAF promote interaction between scientists and the media, however, in some cases, issues deemed as politically sensitive, for example such as those referring to Host Country relations, shall be conducted through the Directors General Offices.
- ii. Accept speaking engagements
- iii. Take part in film, photo, theatre, radio or television productions
- iv. Make comments on any social media platform

This would however not be required where this happens to be a job requirement.

## **1.5 CIFOR and ICRAF's Policy on Gifts or Remuneration from External Sources**

1.5.1 No staff member shall accept any substantial honour, decoration, favour, gift or remuneration related to their work/employment at CIFOR and ICRAF from any Government or any other source external to CIFOR and ICRAF, without first obtaining the approval of the Directors General or their designates. In cases where applications are submitted to award competitions, staff are required to give notification to their respective Directors and Human Resources office

prior to submission. Approval shall be granted only where such acceptance is not incompatible with the terms of these policies and with the individual's employment status.

Institutional cash awards shall be treated as income to the respective hub/program/country office/region to be used for future research/operational costs. With exceptional approval from the Directors General, a portion of the cash award may be disbursed to the concerned staff.

Personal cash awards shall first be reviewed to determine if any related costs need to be offset and then can be considered for distribution to the concerned staff with approval of the Directors General.

The provisions above do not apply to the acceptance of:

- i. Reimbursement of travel related expenses for activities otherwise authorized
- ii. Tokens of a commemorative or honorary character such as scrolls and trophies
- iii. Gifts or remuneration of less than USD 25.

1.5.2 Any staff member nominated or appointed to a Board/Management Committee of an external organisation/partner that works closely with CIFOR and ICRAF is required to obtain approval from their supervisor to participate and must update their Conflict of Interest Declaration Form to declare this representation. If an honorarium is paid beyond reimbursement of normal travel related expenses, the staff should declare this. The funds shall be treated as income to CIFOR and ICRAF.

1.5.3 For participation in Boards/Management committees unrelated to CIFOR and ICRAF's business, staff are expected to attend meetings during their personal time and annual leave must be taken where applicable.

1.5.4 Any staff member nominated, appointed or holding an honorary position, is expected to discuss with their supervisor the honorary position and how it may contribute towards CIFOR and ICRAF's mandates. The staff must update their Conflict of Interest Declaration Form to declare their position. Any gift, awards, honorarium, or cash received/pledged from the external/partner organisations must be declared and may be factored into the staff's overall compensation package.

## **1.6 Compliance with CIFOR and ICRAF's Anti-Fraud Policy**

Staff members are required to practice zero tolerance against bribery, corrupt practices (including fraud, abuse of position) and money laundering in providing their services under Consultancy Agreement.

The staff member hereby agrees to comply with the Anti-Fraud Policy.

If the staff member fails to comply with this Policy, based on evidence to support, CIFOR and ICRAF reserve the right to terminate their employment in compliance with the Anti-Fraud Policy.

## **1.7 Reimbursement for Financial Losses**

Staff members shall use CIFOR and ICRAF'S property and assets for authorised purposes only and shall exercise reasonable care when utilizing such property and assets. Staff members may be required to reimburse CIFOR and ICRAF, either in full or in part, for any financial loss incurred by CIFOR and ICRAF as a result of their wilful action or inaction, their negligence or their failure to observe any rule or administrative issuance.

The Directors General may request staff members to compensate the financial loss incurred by CIFOR and ICRAF in compliance with due process and set procedures. In addition to the obligation to

compensate the financial loss incurred by CIFOR and ICRAF, staff members may be subject to disciplinary measures.

## **1.8 Relations with Senior Representatives of Host Country Governments and Partner Organizations**

It is the clear duty of all staff members to maintain the best possible relations with Senior Representatives of Host Country Governments and avoid any action which might impair this. In addition, all staff contacts with Senior Representatives, Partner Organizations and Agencies should be reported to their Regional Director or Hub or Team Leader.

## **1.9 Obligations to Supply Information**

- 1.9.1 On appointment staff members shall supply the Human Resources office with whatever information that may be required for the purpose of determining their status for completing administrative arrangements in connection with their appointments.
- 1.9.2 Staff members shall also promptly notify the Human Resources office of any change in their personal data. They should complete and submit the relevant form(s) indicating the changes with copies of supporting documents, if any, to the Human Resources office in a timely manner.
- 1.9.3 A staff member who is arrested and/or 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 Directors General.
- 1.9.4 A staff member may at any time be required by the Directors General to supply information concerning facts anterior to their appointment and relevant to their suitability, or concerning facts relevant to their integrity, conduct and service as a staff member.

## **1.10 Confidentiality, Use of CIFOR and ICRAF's Information and Intellectual Property Rights**

- 1.10.1 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 Directors 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 Directors General. These obligations do not cease upon separation from CIFOR and ICRAF.
- 1.10.2 The Directors 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.
- 1.10.3 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 CIFOR and ICRAF, on behalf of CIFOR and ICRAF during their terms of employment/engagement by CIFOR and ICRAF shall vest in CIFOR and ICRAF, and no such individual shall have any personal right, title or interest whatsoever therein. Due recognition of the contributions of the individuals will be made, and their moral rights (including authorship rights) will be respected.
- 1.10.4 Unless specifically waived or transferred in writing by the Directors General, all payments and royalties emanating from the exercise of such rights are CIFOR and ICRAF's property. Refer to the requirements of the Intellectual Assets Policy and its Guidelines for more information.

1.10.5 In addition, staff shall comply with the personal data regulations below:

- i. Staff members shall be accountable when dealing with personal data in accordance with international personal data protection laws.
- ii. Staff members shall collect and/or process personal data only according to the instructions received by CIFOR and ICRAF and in any case pursuant to applicable personal data protection laws, including the EU General Data Protection Regulation (GDPR).
- iii. In this respect, staff members acknowledge that any processing of personal data must be carried out according to lawfulness and only for the purpose they have been collected for.
- iv. Furthermore, staff members agree to ensure in accordance with the instructions received by CIFOR and ICRAF, that personal data is:
  - a. Processed only if and only to the extent required by the lawful purposes of processing, including only by those staff and colleagues whose action is required and who have been duly instructed by CIFOR and ICRAF;
  - b. Always accurate and, where necessary, kept up to date;
  - c. Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
  - d. Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful access or processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.
- v. Staff members shall treat in strictest confidence with respect to the personal data collected, processed, or accessed during their work activities and refrain from disclosing it to any other natural or legal person, including co-workers and other staff, not expressly authorized to access it by CIFOR and ICRAF's instructions or contract or law.
- vi. Confidentiality obligations of a staff member shall continue notwithstanding a staff member's separation from service unless otherwise agreed in writing between CIFOR and ICRAF and staff member.
- vii. Staff members are aware that any infringement or breaches against this obligation or against applicable law may result in serious fines and/or substantial damage or distress to the data subjects, and potentially cause damage to natural or legal persons, including CIFOR and ICRAF. Staff members agree to hold CIFOR and ICRAF harmless from any claim whatsoever by third parties or fine imposed against CIFOR and ICRAF due to staff members' infringement of this confidentiality obligation or other applicable law.

## **1.11 Data Protection**

- 1.11.1 CIFOR and ICRAF are committed to complying with international personal data protections laws which include but not limited to principles and requirements of the established EU GDPR in relation to the holding and processing of the staff personal data which also includes special categories of data.
- 1.11.2 CIFOR and ICRAF shall hold and process, both electronically and manually, personal data relating to the staff member which is necessary for the performance of their contract and for other lawful processing reasons such as where it is in CIFOR and ICRAF's legitimate interest and where it is necessary for compliance with a legal obligation.
- 1.11.3 Such personal data includes, without limitation, the staff employment application, references, bank details, performance appraisals, holiday and sickness and other absence records,

expenses information, salary reviews, remuneration details, data regarding employment benefits and other records which may include sensitive personal data also known as special categories of data. Special categories of data are defined as personal data relating to racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition, biometric data or genetic data.

- 1.11.4 Full details of CIFOR and ICRAF's personal data processing activities shall be set out in joint CIFOR and ICRAF's Personal Data Protection Policy and its implementation procedures
- 1.11.5 CIFOR and ICRAF may make the staff's personal data available to any third parties that provide products or services to CIFOR and ICRAF (such as HR and payroll system administrators, pension administrators and benefits providers), regulatory authorities, or as may be required by law. Such transfer to third parties will be informed to the individuals prior to processing as part of the purpose(s) of processing their personal data and be documented in the personal data inventory.
- 1.11.6 Staff have an obligation to comply with CIFOR and ICRAF Personal Data Protection Policy and its Implementation Procedures, as well as applicable laws and regulation on data protection. Staff in charge of data handling may have to inform all persons whose personal data is collected and processed by CIFOR and ICRAF about how their data will be handled in accordance with CIFOR and ICRAF applicable policies.

## **1.12 Safety and Security**

Staff members shall make every effort to ensure CIFOR and ICRAF's security and of its individual staff members and shall follow closely all instructions given by the Operations Team regarding safety and security matters.

## **1.13 Working Relations**

Managers and supervisors are in positions of leadership and it is their responsibility to ensure a harmonious workplace based on mutual respect; they should be open to all views and opinions and make sure that the merits of staff are properly recognized. Managers are also responsible for guiding and motivating their staff and promoting their development.

Staff must follow the instructions they receive in connection with their official duties and if they have doubts as to whether an instruction is consistent with CIFOR and ICRAF's mission statement or any other rules and regulations, they should first consult their supervisors. If they cannot agree, the staff member may ask for written instructions. These may be challenged through the proper mechanisms, but any challenge should not delay carrying out the instruction. Staff may also record their views in official files. They should not follow verbal or written instructions that are manifestly inconsistent with their official duties or that threaten their safety or that of others.

It must be the duty of staff to report any breach of CIFOR and ICRAF's rules and regulations to their Director/Team Leader or Regional Coordinator/Team Leader, or through the mechanisms outlined in this manual (*Grievance and Corrective Action Chapter*) whose responsibility is to take appropriate action. A staff member who makes such a report in good faith has the right to be protected against reprisals or sanctions.

## **1.14 Respect for Different Customs and Culture**

Respect for different peoples, languages, cultures, customs and traditions is fundamental and behaviour that is not acceptable in a particular cultural context must be avoided.

## 1.15 Use of Information Technology and Communications Resources

Staff members shall comply at all times with CIFOR and ICRAF’s policies on the Use of Information Technology and Communications Resources. In accordance with this policy, CIFOR and ICRAF may temporarily suspend or block access to a user account and/or resources prior to the initiation or pending the completion of a disciplinary procedure for misuse of such resources when it reasonably appears necessary to do so in order to protect the integrity, security, or functionality of CIFOR and ICRAF’s information technology and communication resources and/or to protect CIFOR and ICRAF from liability.

Staff members must recognize that all CIFOR and ICRAF’s resources, including computers, email, and voicemail are provided for legitimate use. If there are occasions where it is deemed necessary to examine data beyond that of normal activities in CIFOR and ICRAF, then, at any time and without prior notice, CIFOR and ICRAF maintain the right to examine any systems and inspect and review all data recorded in those systems. This will be undertaken by authorized personnel only. Any information stored on a computer, whether the information is contained on a hard drive, USB pen or in any other manner may be subject to scrutiny by CIFOR and ICRAF. This examination helps ensure compliance with internal policies and the law. It supports the performance of internal investigations and assists in the management of information systems.

Breach of this Code of Conduct is viewed seriously and may constitute misconduct warranting disciplinary action by CIFOR and ICRAF against the staff member concerned.

The staff member hereby acknowledges that, by signing this Code of Conduct, the staff member has read and understood the terms on data protection, and agrees and authorize CIFOR and ICRAF to collect, control or process the staff member’s personal information.

*\* I have read and understood CIFOR and ICRAF’s Code of Conduct and I undertake to abide by their terms. I understand that the contents of the Code of Conduct may change at any time and although every attempt will be made by Human Resources office to inform me of any changes as they occur, it is my responsibility to keep abreast of CIFOR and ICRAF’s policies and procedures in detail and to seek any clarification needed from my supervisor or the Human Resources Office.*

I agree, \_\_\_\_\_

\_\_\_\_\_

Staff member’s name and signature:

Date:



## Annex II. Staff Conflict of Interest Declaration Form

### 1.1 Conflict of Interest

Actual conflict of interest occurs when the professional actions of a staff member are not based on the best interest of the organisation but upon the potential interest or personal benefit, economic or otherwise, of the staff member or their immediate family. *Immediate family is defined in this manual as spouse, children, father, mother, brother, sister, grandparents, father-in-law or mother-in-law of the staff member.*

- 1.2 Staff and their immediate family may not legally benefit, either directly or indirectly, from their association with an entity that conducts business with CIFOR and ICRAF. Furthermore, staff shall not knowingly allow other third parties to benefit improperly from CIFOR and ICRAF's business.
- 1.3 As part of CIFOR and ICRAF's good governance, avoidance of risks and conflicts of interest, staff members who enter into a close personal relationship, marry, or cohabit with another staff member are required to declare such relationship to the Human Resources Office, especially when such a relationship is between a supervisor and a subordinate. Failure to disclose the relationship may be taken into account in any allegation of misconduct against the staff members concerned.
- 1.4 In the event that staff members marry while in employment, neither spouse shall supervise the other. CIFOR and ICRAF reserve the right to transfer one or both staff members to an equivalent job in another organizational team should such a position exist. In these circumstances, CIFOR and ICRAF shall discuss with both the staff members in order to reach a satisfactory agreement regarding the transfer of one or both of them.
- 1.5 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 that could place them in a situation of conflict or the appearance of conflict, and shall not participate in any activity that, due to possible conflicts of interest, might impair the performance of their official duties and responsibilities.
- 1.6 Private interests are not limited to financial interests or those interests that 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 official duties and responsibilities.
- 1.7 Staff members whose official duties relate to the investment of CIFOR and ICRAF's assets/funds or the management of any accounts, or staff members who have direct access to procurement or investment information, need to be particularly sensitive to the potential for conflict of 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 1.6 below.
- 1.8 The following or similar situations typically indicate a potential conflict of interest that should be disclosed and mitigated:
  - i. Staff with a business relationship with a donor, beneficiary, partner, stakeholder, community, vendor or other staff or office;
  - ii. Staff with a business relationship with a company, firm or other organisation or person(s) with whom CIFOR and ICRAF conduct business or research activities;

- iii. Staff member has oversight of or participates in the selection of vendors while serving as a proprietor, partner, officer or director of any of CIFOR and ICRAF's vendors, directly or indirectly;
  - iv. Staff owning significant stock or other investment options in any company that is a vendor at CIFOR and ICRAF, that could interfere with the staff member's obligations and responsibilities to CIFOR and ICRAF;
  - v. Staff with an outside interest in or activity with any vendor.
- 1.9 Staff members are required to identify and disclose any interests that might conflict or appear to conflict with their official duties by completing a Staff Interest Declaration form as follows:
- i. All staff members are required to complete a Conflict of Interest Declaration Form when joining CIFOR and ICRAF. This will be kept in their personnel file.
  - ii. As soon as a staff member becomes aware of, or suspects, an interest that might conflict or appear to conflict that is not disclosed in the original Staff Conflict of Interest Declaration Form, he/she must immediately disclose the relevant details by submitting an updated Staff Conflict of Interest Declaration Form to their supervisor with a copy to the Human Resources Office.
  - iii. Once a potential conflict of interest has been identified by a staff member it should be discussed with their supervisor and director and mitigating measures be put into place to manage the risk. The staff member, supervisor and director are jointly responsible for monitoring the potential conflict and its mitigating measures. Examples of mitigating measures could be placing relatives in different working teams or removing a staff member from procurement committees for transactions involving vendors where they have interest.
  - iv. Staff members whose official duties make potential conflict of interests particularly sensitive are required to update and submit their Staff Conflict of Interest Declaration Form annually. These staff include:
    - a. Senior Management Team.
    - b. Staff involved in investment of assets/funds or management of any accounts of CIFOR and ICRAF.
    - c. Staff members in the Procurement Team and any location, country or team administrators involved in procurement.
    - d. Any other staff members that Senior Management or the Board of Trustees deems to be in a highly sensitive position.

A register for potential conflict of interests and their mitigating measures will be maintained using the information collected from the Staff Conflict of Interest Declaration Forms.

I undertake to exercise loyalty, discretion, conscience and integrity the functions entrusted to me as a staff member and to discharge these functions and regulate my conduct with the best interests of CIFOR and ICRAF in view.

I promise to exercise the discretion in regard to all matters of official business and not to communicate to any person, government or other entity any information that has not been made public, except where necessary and with prior approval of the Directors General.

I confirm that to the best of my knowledge any relationships of possible relevance to this policy are disclosed below and a conflict of interest only exists where explicitly stated.

QUESTION	YES/NO	IF "YES", EXPLAIN SITUATION AND MITIGATING MEASURES AS DISCUSSED AND AGREED WITH YOUR SUPERVISOR
Is an immediate family member <sup>1</sup> employed by CIFOR and ICRAF?		
Do you or an immediate family member <sup>1</sup> have an interest or hold a position in any company, firm, donor, partnership or body in which you are aware CIFOR and ICRAF does business with, whether paid or unpaid?		
Do you hold any honorary positions or participate in any Board of Trustees or Management Committees?		
Do you have any prosecutions pending against you, convictions of criminal offences, official cautions or other legally binding orders?		
Declare institutions that you are affiliated to and being remunerated professionally		
Please provide any further relevant comments or information: <sup>2</sup> See examples in Part 2		

Note:

<sup>1</sup> *Immediate Family Member is defined in CIFOR and ICRAF's Global Aligned Human Resources Policy Manual as spouse, children, father, mother, brother, sister, grandparents, father-in-law or mother-in-law of the staff member.*

If any situation reflected above changes, I understand that it is my duty to inform CIFOR and ICRAF as soon as possible and seek guidance on the possible conflict of interest. Where it is deemed that a conflict of interest exists, then I undertake to follow the mitigation measures outlined in Part 2 – **Mitigation Measures.**

I hereby confirm that I have read and understood CIFOR and ICRAF's Conflict of Interest Policy and that my responses to the above questions are complete and correct to the best of my knowledge.

**Part 2 – Mitigation Measures**

Conflicts likely to be perceived as having the potential to have a direct and significant effect on the respective roles, may be mitigated by:

- Updated disclosure of interests;
- Adhering to specific policy;
- Recusal/disqualification from participation in certain activity; and
- Divestiture of significant financial interests; and/or severance of relationships that create actual or potential conflicts.

Staff Member’s Name \_\_\_\_\_

Staff Member’s Position \_\_\_\_\_

Staff Member’s Signature \_\_\_\_\_

Date \_\_\_\_\_

**REQUIRED ONLY IF A POTENTIAL CONFLICT IS DECLARED:**

Supervisor’s Signature \_\_\_\_\_

Date \_\_\_\_\_

## Annex III. Learning and Development and Membership Fee to Professional Associations

### Annex III (A). Learning and Development – Terms and Conditions

Period served after training (in months)	% of cost to be recovered
0 – < 12	100
12 – < 18	75
18 – < 24	25
24 or more	0

### Annex III (B). Membership Fee to Professional Associations

CIFOR and ICRAF shall assist staff members with the payment of dues in relation to membership and participation in professional associations, which is up to an equivalent to **USD 200** per annum.

## Annex IV. Sanction Definitions

Offence	Definitions	Sample Situations
<b>Fraud</b>	<p>The CIFOR and ICRAF Anti-Fraud Policy defines fraud as: Fraud as a deliberate intent to acquire money or goods dishonestly through the falsification of records or documents. The deliberate changing of financial statements or other records by either; a member of the public, someone who works or is a volunteer for CIFOR and ICRAF. The criminal act is the attempt to deceive and attempted fraud is therefore treated as seriously as accomplished fraud.”</p> <p>For this anti-fraud policy document, asset misappropriation, corruption and fraudulent statements as further described in the Sanctions Table. highlights high risk fraud areas and activities relevant to CIFOR and ICRAF.</p>	<ul style="list-style-type: none"> <li>• Embezzlement, misappropriation or other financial irregularities</li> <li>• Forgery or alteration of any document or account (cheques, bank draft, payment instructions, time sheets, contractor agreements, purchase orders, electronic files) or any other financial document</li> <li>• Impropriety in the handling or reporting of money or financial transactions</li> <li>• Theft or misappropriation of funds, securities, supplies, inventory, or any other assets such as furniture, fixtures or equipment</li> <li>• Use of CIFOR and ICRAF’S assets (including office supplies, letterhead etc.) for personal gain</li> <li>• Inappropriate use of delegated authority that results in fraud, misappropriation or obtaining benefit by deception or other unethical measure</li> <li>• Misrepresentation, forgery, or false certification in connection with any official claim or benefit, including failure to disclose a fact material to that claim or benefit</li> <li>• Contravention of any Regulations or Rules, policies and procedures with intent to gain personal advantage</li> <li>• Encouraging, concealing, conspiring in any similar actions</li> </ul>
<b>Theft</b>	Dishonestly acquiring, using or disposing of physical or intellectual property belonging to CIFOR and ICRAF or to individual members of the organisation.	Falsifying expense reports, invoices, benefit claims, colluding with others to submit false invoices or claims, making false declaration about the circumstances of a claim, etc.
<b>Misuse of equipment</b>	Deliberately misusing materials or equipment belonging to CIFOR and ICRAF for financial or material benefit.	Lack of care and attention when handling tools, equipment, furniture, fittings, machinery, computers, laptops etc and reporting any malfunctions as soon as they happen
<b>Abuse of position</b>	Exploiting a position of trust within the organisation for financial or material benefit	Use of one’s position for material or personal gain or making false promises to stakeholders or to harass, embarrass or discriminate others etc

## Annex V. Template Certificate of Service

Insert CIFOR or ICRAF Logo      Date:

TO WHOM IT MAY CONCERN

RE: CERTIFICATE OF SERVICE FOR *{insert staff member's name}*.

We refer to the above matter and hereby confirm that MR/MS/MRS/Dr./Prof. *{insert staff member's name}* was employed by *{insert Centre name}* with effect from *{insert commencement date}* until *{insert last working date}*.

His/her employment particulars are as follows;

Full Name:

Official Designation:

Place of Work:

Duties & Responsibilities:

We thank you in advance for your cooperation and remain at your disposal for any further information required in connection with his/her past employment with us.

Yours faithfully,

{insert

*CIFOR or ICRAF* Director General

## Annex VI. Salary Scales

### 1. Global Positions in USD p.a.

CI Grades	Low	MID	HIGH
CI 7	57,000	71,250	85,500
CI 8	71,250	89,063	106,875
CI 9	89,063	111,328	133,594
CI 10	106,875	133,594	160,313
CI 11	128,250	160,313	192,375
CI 12	153,900	192,375	230,850

### 2. Local Positions in Respective Countries/Applicable Currencies

#### Vietnam

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI 1	5,500,000	7,700,000	9,900,000	66,000,000	92,400,000	118,800,000
CI 2	7,480,000	10,472,000	13,464,000	89,760,000	125,664,000	161,568,000
CI 3	10,172,800	14,241,920	18,311,040	122,073,600	170,903,040	219,732,480
CI 4	13,835,008	19,369,011	24,903,014	166,020,096	232,428,134	298,836,173
CI 5	18,815,611	28,223,416	37,631,222	225,787,331	338,680,996	451,574,661
CI 6	27,282,636	40,923,954	54,565,272	327,391,629	491,087,444	654,783,259
CI 7	39,559,822	59,339,733	79,119,644	474,717,863	712,076,794	949,435,725



## India

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI 1	9,000	12,600	16,200	108,000	151,200	194,400
CI 2	12,240	17,136	22,032	146,880	205,632	264,384
CI 3	16,646	23,305	29,964	199,757	279,660	359,562
CI 4	22,639	31,695	40,750	271,669	380,337	489,005
CI 5	30,789	46,184	61,578	369,470	554,205	738,940
CI 6	44,644	66,966	89,289	535,732	803,598	1,071,464
CI 7	64,734	97,101	129,469	776,811	1,165,217	1,553,622

## China

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI 1	3,000	3,750	4,500	36,000	45,000	54,000
CI 2	3,675	4,594	5,513	44,100	55,125	66,150
CI 3	4,502	6,303	8,103	54,023	75,632	97,241
CI 4	6,123	8,572	11,021	73,471	102,859	132,247
CI 5	8,327	11,657	14,988	99,920	139,888	179,856
CI 6	11,324	15,854	20,384	135,891	190,248	244,604
CI 7	15,401	21,561	27,722	184,812	258,737	332,662

## Indonesia

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI1	5,500,000	7,700,000	9,900,000	66,000,000	92,400,000	118,800,000
CI2	7,480,000	10,472,000	13,464,000	89,760,000	125,664,000	161,568,000
CI3	10,172,800	14,241,920	18,311,040	122,073,600	170,903,040	219,732,480
CI4	13,835,008	19,369,011	24,903,014	166,020,096	232,428,134	298,836,173
CI5	18,815,611	26,341,855	33,868,100	225,787,331	316,102,263	406,417,195
CI6	25,589,231	35,824,923	46,060,615	307,070,770	429,899,077	552,727,385
CI7	34,801,354	48,721,895	62,642,437	417,616,247	584,662,745	751,709,244

## Germany

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI 1	1,800	2,250	2,700	21,600	27,000	32,400
CI 2	2,115	2,644	3,173	25,380	31,725	38,070
CI 3	2,485	3,106	3,728	29,822	37,277	44,732
CI 4	2,920	3,650	4,380	35,040	43,800	52,560
CI 5	3,431	4,289	5,147	41,172	51,465	61,758
CI 6	4,031	5,039	6,047	48,377	60,472	72,566
CI 7	4,737	5,921	7,105	56,844	71,054	85,265

## Malawi

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI 1	170,000	238,000	306,000	2,040,000	2,856,000	3,672,000
CI 2	231,200	323,680	416,160	2,774,400	3,884,160	4,993,920
CI 3	314,432	440,205	565,978	3,773,184	5,282,458	6,791,731
CI 4	427,628	598,679	769,730	5,131,530	7,184,142	9,236,754
CI 5	581,573	872,360	1,163,147	6,978,881	10,468,322	13,957,762
CI 6	843,281	1,264,922	1,686,563	10,119,378	15,179,066	20,238,755
CI 7	1,222,758	1,834,137	2,445,516	14,673,098	22,009,646	29,346,195

## Rwanda

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI 1	230,000	322,000	414,000	2,760,000	3,864,000	4,968,000
CI 2	312,800	437,920	563,040	3,753,600	5,255,040	6,756,480
CI 3	425,408	595,571	765,734	5,104,896	7,146,854	9,188,813
CI 4	578,555	809,977	1,041,399	6,942,659	9,719,722	12,496,785
CI 5	786,835	1,180,252	1,573,669	9,442,016	14,163,023	18,884,031
CI 6	1,140,910	1,711,365	2,281,820	13,690,923	20,536,384	27,381,845
CI 7	1,654,320	2,481,480	3,308,640	19,851,838	29,777,757	39,703,676

## Uganda

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI 1	970,000	1,358,000	1,746,000	11,640,000	16,296,000	20,952,000
CI 2	1,319,200	1,846,880	2,374,560	15,830,400	22,162,560	28,494,720
CI 3	1,794,112	2,511,757	3,229,402	21,529,344	30,141,082	38,752,819
CI 4	2,439,992	3,415,989	4,391,986	29,279,908	40,991,871	52,703,834
CI 5	3,415,989	5,123,984	6,831,978	40,991,871	61,487,806	81,983,742
CI 6	5,123,984	7,685,976	10,247,968	61,487,806	92,231,710	122,975,613
CI 7	7,685,976	11,528,964	15,371,952	92,231,710	138,347,565	184,463,419

## Tanzania

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI 1	570,000	798,000	1,026,000	6,840,000	9,576,000	12,312,000
CI 2	775,200	1,085,280	1,395,360	9,302,400	13,023,360	16,744,320
CI 3	1,054,272	1,475,981	1,897,690	12,651,264	17,711,770	22,772,275
CI 4	1,433,810	2,007,334	2,580,858	17,205,719	24,088,007	30,970,294
CI 5	1,949,981	2,924,972	3,899,963	23,399,778	35,099,667	46,799,556
CI 6	2,827,473	4,241,210	5,654,946	33,929,678	50,894,517	67,859,356
CI 7	4,099,836	6,149,754	8,199,672	49,198,033	73,797,050	98,396,066

## Zambia

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI 1	5,000	7,000	9,000	60,000	84,000	108,000
CI 2	6,800	9,520	12,240	81,600	114,240	146,880
CI 3	9,248	12,947	16,646	110,976	155,366	199,757
CI 4	12,577	17,608	22,639	150,927	211,298	271,669
CI 5	17,105	25,658	34,210	205,261	307,892	410,522
CI 6	24,802	37,204	49,605	297,629	446,443	595,258
CI 7	35,963	53,945	71,927	431,562	647,343	863,123

## Kenya

CI Grade	Monthly			Annual		
	Low	Mid	High	Low	Mid	High
CI 1	50,000	70,000	90,000	600,000	840,000	1,080,000
CI 2	68,000	95,200	122,400	816,000	1,142,400	1,468,800
CI 3	92,480	129,472	166,464	1,109,760	1,553,664	1,997,568
CI 4	125,773	176,082	226,391	1,509,274	2,112,983	2,716,692
CI 5	171,051	239,471	307,892	2,052,612	2,873,657	3,694,702
CI 6	232,629	325,681	418,733	2,791,552	3,908,173	5,024,794
CI 7	316,376	442,926	569,477	3,796,511	5,315,116	6,833,720

## Mali

	Monthly			Annual		
CI Grade	Low	Mid	High	Low	Mid	High
CI 1	140,000	196,000	252,000	1,680,000	2,352,000	3,024,000
CI 2	190,400	266,560	342,720	2,284,800	3,198,720	4,112,640
CI 3	258,944	362,522	466,099	3,107,328	4,350,259	5,593,190
CI 4	352,164	493,029	633,895	4,225,966	5,916,353	7,606,739
CI 5	478,943	718,414	957,886	5,747,314	8,620,971	11,494,628
CI 6	694,467	1,041,701	1,388,934	8,333,605	12,500,408	16,667,210
CI 7	1,006,977	1,510,466	2,013,955	12,083,727	18,125,591	24,167,455

## Cote D'Ivoire

	Monthly			Annual		
CI Grade	Low	Mid	High	Low	Mid	High
CI 1	200,000	280,000	360,000	2,400,000	3,360,000	4,320,000
CI 2	272,000	380,800	489,600	3,264,000	4,569,600	5,875,200
CI 3	369,920	517,888	665,856	4,439,040	6,214,656	7,990,272
CI 4	503,091	704,328	905,564	6,037,094	8,451,932	10,866,770
CI 5	684,204	957,886	1,231,567	8,210,448	11,494,628	14,778,807
CI 6	930,517	1,302,724	1,674,931	11,166,210	15,632,694	20,099,178
CI 7	1,265,504	1,771,705	2,277,907	15,186,045	21,260,463	27,334,882

## Cameroon

	Monthly			Annual		
CI Grade	Low	Mid	High	Low	Mid	High
CI 1	180,000	252,000	324,000	2,160,000	3,024,000	3,888,000
CI 2	244,800	342,720	440,640	2,937,600	4,112,640	5,287,680
CI 3	332,928	466,099	599,270	3,995,136	5,593,190	7,191,245
CI 4	452,782	633,895	815,008	5,433,385	7,606,739	9,780,093
CI 5	615,784	862,097	1,108,411	7,389,404	10,345,165	13,300,926
CI 6	837,466	1,172,452	1,507,438	10,049,589	14,069,424	18,089,260
CI 7	1,138,953	1,594,535	2,050,116	13,667,441	19,134,417	24,601,393

## Burkina Faso

	Monthly			Annual		
CI Grade	Low	Mid	High	Low	Mid	High
CI 1	185,000	259,000	333,000	2,220,000	3,108,000	3,996,000
CI 2	251,600	352,240	452,880	3,019,200	4,226,880	5,434,560
CI 3	342,176	479,046	615,917	4,106,112	5,748,557	7,391,002
CI 4	465,359	651,503	837,647	5,584,312	7,818,037	10,051,762
CI 5	632,889	886,044	1,139,200	7,594,665	10,632,531	13,670,397
CI 6	860,729	1,205,020	1,549,312	10,328,744	14,460,242	18,591,739
CI 7	1,170,591	1,638,827	2,107,064	14,047,092	19,665,929	25,284,765

## Annex VII. Benefits and Allowances for Global Contracts

	BENEFITS AND ALLOWANCES	DESCRIPTION AND PAYMENT	SITUATION AND APPLICABILITY
No.	ALLOWANCES		
1.	<b>Dependents Education Assistance/Allowance</b>	Assistance to staff members to educate their eligible dependents from 2 years old up high School, whichever falls first. School invoice to be paid up to maximum of established amount in the Policy Procedures Manual	Staff working in their home location or elective alternate work arrangement shall not be eligible for this benefit.
2.	<b>Installation Allowance upon initial appointment</b>	This shall be provided to assist new staff settle in new duty station as per established rate as outlined in the Policy Procedures Manual	Not applicable where staff chooses to move from duty station to work from alternate work station.
3.	<b>Transfer to New Work Location Allowance</b>	This allowance shall apply where there is: <ul style="list-style-type: none"> <li>i. An organization driven transfer</li> <li>ii. Staff driven transfer under alternative work arrangement, which includes moving to an elected work location. This is subject to DG's approval</li> </ul>	Applicable in organisation driven transfer.  Not applicable to staff driven transfer where staff chooses to work from alternate work arrangement
4.	<b>Home Leave Travel Allowance/Family Visit Travel Allowance (Tickets)</b>	Applies to global contracts whose duty station is at established CIFOR and ICRAF office location.  To apply most direct economy class - To be monetized for staff + 1 spouse and 3 eligible dependent children up to age 24. This will be monetized annually	Applicable for expatriation  Home leave travel allowance is not applicable to staff driven transfer where staff chooses to work from alternate work arrangement  As per established rates



	BENEFITS AND ALLOWANCES	DESCRIPTION AND PAYMENT	SITUATION AND APPLICABILITY
No.	ALLOWANCES		
5.	<b>Security Allowance</b>	Typically, this includes 24-hour guarding services plus rent of a standard radio alarm including installation and maintenance. Reimbursed up maximum rates established per location	Applies for expatriation Security allowance is not applicable to staff driven transfer where staff chooses to work under alternate work arrangement
6.	<b>Medical/Health Insurance</b>	Staff on global contracts will be covered under an international medical scheme.	Applies to all staff
7.	<b>Life and Personal Accident Insurance</b>	Life and personal accident insurance covers to all staff subject to such terms and conditions as stipulated in the insurer's documentation including prolonged illness.	
8.	<b>Pension</b>	15% of basic pay	

## Annex VIII. Benefits and Allowances for Local Contracts

	BENEFITS AND ALLOWANCES	DESCRIPTION	SITUATION AND APPLICABILITY
1.	<b>Overtime Compensation</b>	Overtime is any amount of time worked in excess of the legal work week of the country in which CIFOR and ICRAF operate in any calendar week.  Overtime rates shall be based on local labour laws outlined in Chapter 10	Overtime shall be applicable to staff in Grades 1 and 2 only.
2.	<b>Dependents Education Assistance/ Allowance</b>	Assistance to staff members to educate their eligible dependents.  Based on market practice and/or labor law provisions for local school fees allowance.	Applies to all staff
3.	<b>Installation/ Allowance upon initial appointment</b>	This grant is provided to assist new staff settle in new duty station. Applies to staff whose home base not less than one hour's flight away or 100 kilometres by road or more from their appointed duty station regardless number of dependents.	Only new staff as per description
4.	<b>Transfer to Work Location Allowance</b>	This allowance shall apply where there is:  i. An organization driven transfer ii. Staff driven transfer under alternative work arrangement which includes moving to an elected work location, this is subject to DG's approval	Applies only to organization driven transfers  Not applicable to staff driven transfer where staff chooses to work from alternate work arrangement
5.	<b>Redundancy Payment</b>	This applies where there is a redundancy and as per local labour laws	Applies to all staff
6.	<b>Medical/Health Insurance</b>	Medical premiums and providers reviewed annually as a good practice.	Applies to all staff
7.	<b>Life and Personal Accident Insurance</b>	Premiums to be based on statutory requirements for workman's compensation in local labour laws	
8.	<b>Pension</b>	12.5% of basic pay	

## **CIFOR-ICRAF**

The Center for International Forestry Research (CIFOR) and World Agroforestry (ICRAF) envision a more equitable world where trees in all landscapes, from drylands to the humid tropics, enhance the environment and well-being for all. CIFOR-ICRAF are CGIAR Research Centers.

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