



# **The Global Crop Diversity Trust**

## **Staff Regulations**

### **Personnel Policies and Procedures Manual (PPPM)**

**1 APRIL 2023**



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# 1. INTRODUCTION TO THE STAFF REGULATIONS

## 1.1 The Global Crop Diversity Trust (Crop Trust)

The Crop Trust is an international fund with its own legal personality established under the Agreement for the Establishment of the Global Crop Diversity Trust, which entered into force on 21 October 2004, and has as its objective to ensure the long-term conservation and availability of plant genetic resources for food and agriculture with a view to achieving global food security and sustainable agriculture. The Trust entered into a relationship agreement with the Governing Body of the Treaty on 16 June 2006 recognizing the Trust as “an essential element of the funding strategy of the Treaty in relation to the *ex situ* conservation and availability of plant genetic resources for food and agriculture” and providing for the Governing Body to provide overall policy guidance to the Trust.

## 1.2 The Crop Trust’s Legal Status

The Crop Trust is an international fund with its own international legal personality. Its legal status is regulated by its Establishment Agreement and Annexed Constitution, and by the Headquarters Agreement with its host country.

The Crop Trust has its headquarters in Bonn in the Federal Republic of Germany.

## 1.3 Scope and Purpose of the PPPM

The Staff Regulations, as articulated in the Personnel Policies and Procedures Manual (PPPM), embody the fundamental conditions of service and the basic rights, duties and obligations of Regular Staff Members of the Crop Trust and provide guidance for the uniform and equitable administration of the personnel activities involved in the operation of the Organization.

It is the desire of the Executive Board of the Crop Trust and its Management to establish conditions of employment that are recognized as being fair to the interests of those concerned and that encourage the Staff to take sincere interest and pride in the Organization and its program of work and to exert their best talents and efforts in the discharge of their responsibilities.

## 1.4 Approval and Amendment of the PPPM

Authority of the Board and Management - The Executive Board has within its authority the establishment of Staff Regulations (personnel policies and procedures), including salaries and benefits. The Executive Director is the Chief Executive Officer for the interpretation and execution of such policies and procedures.

Maintenance of the Personnel Policies and Procedures Manual (PPPM) – The PPPM is to be submitted to the Executive Board for its approval. The Executive Director is responsible for the maintenance and administration of the PPPM once approved. As the need arises, the Executive Director may make recommendations for change to the Executive Board and will report approved changes to the staff. The PPPM as a whole will be formally reviewed when the need arises. The Executive Director will consult with the staff of the Organization on proposed changes and give due consideration to their comments and advice. The Executive Director will report the outcome of the review and consultations, with such recommendations as may be required to the Executive Board for its consideration. The PPPM will be updated and reissued following the Executive Board’s

decision.

## **1.5 Other Manuals and Administrative Issuances**

The Executive Director has the authority to issue and amend other manuals and administrative issuances for the implementation of the PPPM as necessary.

Except where indicated, the Executive Director shall approve other manuals and administrative issuances required to implement the PPPM and report to the Executive Board.

## **1.6 Exceptions**

When the interests of the Organization so require, the Executive Director may make individual exceptions to these provisions. Major exceptions will be reported to the Executive Board.

## **1.7 Delegations**

The Executive Director may issue instructions delegating authority given in the PPPM, unless expressly stated otherwise.

## **1.8 Application to Staff**

The policies and procedures outlined in this manual apply to all Regular Staff Members of the Crop Trust. The terms and conditions of employment of Consultants and Complementary Staff Members of the Crop Trust shall be set out in their individual contracts of employment. Consultants, Advisors/Experts and Complementary Staff are subject to the provisions of the regulations of the PPPM only in so far as specified in their contracts of employment, or as may be otherwise specified in the PPPM.

## **1.9 Definitions**

**Advisors/Experts**                      Persons who are recognized as senior experts in their field and whom the Trust has contracted (generally on a longer-term basis than a consultancy which is more suitable for a specific project-based need) to provide overarching, strategic advice to the Organization as the need arises.

**Associate Experts:**                      Young professionals who have completed their masters or doctoral degree, who are hired for a limited number of years under bilateral agreements between donor countries and the Crop Trust. Associate Experts are considered Complementary Staff.

**Authorized Home Location:**                      The city and country designated by a Professional Staff Member and accepted by the Crop Trust in accordance with the provisions of this Manual for the purpose of calculating benefits to which Professional Regular Staff Members are entitled.

**Base Salary:**                              Base Salary is that part of remuneration, paid in cash, exclusive of all other payments in cash or kind for allowances,

entitlements, benefits etc. It is stipulated in the letter of appointment and may be revised from time to time. It is the only emolument that is considered “pensionable”. All other emoluments, allowances and benefits are “non-pensionable”.

Complementary Staff:	Persons not having the status of Regular Staff Members and hired under contracts to complete a specific task or undertake activities that are limited in time and scope. Complementary Staff include Temporary Staff, Interns, Fellows, Associate Experts, Persons on Secondment.
Constitution:	The Constitution of the Crop Trust.
Consultants:	Consultants are Staff Members who are contracted for a limited period (normally not exceeding one year) to provide specialized professional expertise, skills, or knowledge, not normally available in the Organization, and for which there is no continuing need. On occasion, Consultants may also be employed to perform Professional Staff functions when regular staff resources are not immediately available.
Dependents:	A Spouse or Partner and children who are recognized by the Crop Trust as Dependents in accordance with the Salaries and Benefits section of this Manual.
Executive Board:	The Executive Board of the Crop Trust
Executive Director:	The Executive Secretary of the Crop Trust (referred to in this Manual as the Executive Director).
Fellows:	Fellows are recent graduates who possess a master’s degree (or other post-graduate degree) in an area that is relevant to the Crop Trust and who have no, or very limited, professional experience. Fellows are expected to make contributions to the work and objectives of the Crop Trust, but as a first work experience, their work needs to be closely supervised and guided. Fellows are considered Complementary Staff Members.
General Service Staff:	Staff occupying General Service positions as defined in the section of this Manual on Organizational Structure of the Crop Trust.

Home Country:	The Home Country is defined as the country of which the Staff Member is carrying a valid passport or similar identity document. In case of dual nationality, only one Home Country will be recognized by the Crop Trust. The Staff Member will be asked to provide rationale for their choice of Home Country. In exceptional and compelling circumstances, the Executive Director may authorize the designation of a country other than that of which the Staff Member is a national, upon provision of satisfactory evidence by the Staff Member that they maintained a normal residence in such other country for a prolonged period immediately preceding appointment, and that they continue to have close personal ties in that country.
Interns:	Interns are individuals who are currently enrolled in a university or graduate school and have completed at least 2 (two) years of undergraduate studies, or alternatively, have completed their undergraduate level university studies within the past 6 (six) months.
Letter of Appointment:	A letter signed by or on behalf of the Crop Trust notifying a person of their appointment as a Regular Staff Member of the Crop Trust and stating the conditions of such appointment.
Ombudsperson:	A Staff Member appointed by Staff who serves as an informal component of the Organization's grievance system with a view to providing an amicable, alternate, and additional way for addressing work-related issues of Staff Members through dialogue.
On Secondment:	Refers to persons who, with their agreement, the agreement of the Crop Trust and the agreement of their parent employer are seconded to the Organization for a specific period of time.
Parent Employer:	The employer from whom a person is seconded to work with the Crop Trust and with whom a person so seconded retains a continuing relationship with a view to returning to such an employer.
Partner:	A Partner recognized by the Crop Trust for the purpose of Dependents' benefits in accordance with the Salaries and Benefits section of this Manual.
PPPM:	Personnel Policies and Procedures Manual
Professional Staff:	Staff occupying professional positions as defined in the section of this Manual on Organizational Structure of the Crop Trust.
Regular Staff Member:	A person appointed as a Regular Staff Member of the Crop Trust by a Letter of Appointment signed by the Executive Director (or by a person delegated to sign on their behalf) holding an appointment of one year or more, who occupies a position that has been budgeted and designated as requiring recruitment for a Regular Staff position. These Staff Members hold positions that have been identified by Organization's

management as an essential requirement to attain the longer-term objectives of the Organization. Regular Staff Members will hold defined, fixed-term contracts as specified in the paragraphs in this Manual on Duration of Appointments for Regular Staff Members. Regular Staff Members include those Staff recruited for fixed-term positions on specific project funding holding positions of one year or more.

**Staff:** Regular Staff Members, Consultants, Advisors/Experts and Complementary Staff in so far as they have been made subject to the regulations of the PPPM or individual provisions thereof in their contracts of employment.

**Staff Regulations:** The Staff Regulations embody the fundamental conditions of service and the basic rights, duties and obligations of Regular Staff Members of the Crop Trust and provide guidance for the uniform and equitable administration of the personnel activities involved in the operation of the Organization. The Staff Regulations are embodied in the Personnel Policies and Procedures Manual (PPPM).

**Temporary Staff:** Temporary Staff are generally employed when there are peaks of workload that require additional resources or to replace a Regular Staff Member on prolonged medical leave or maternity leave, when such a replacement is justified. Temporary Staff are considered Complementary Staff.

**The Crop Trust  
(or "Organization"):** The Global Crop Diversity Trust

## **2. CODE OF CONDUCT**

### **2.1 The Crop Trust's Overarching Approach and Values**

- 2.1.1 The Crop Trust adheres to and promotes the values of diversity, integrity and environmental and social sustainability. Members of the Organization are individually and collectively committed to putting these values into practice.
- 2.1.2 The Crop Trust has a zero-tolerance policy against discrimination in any form, harassment, bullying, intimidation, verbal abuse, physical abuse or punishment, forced or compulsory labor, child labor, sexual harassment or exploitation, or any form of human rights abuses.
- 2.1.3 The Crop Trust practices a zero-tolerance policy against all forms of corruption, collusion, fraud, bribery, money laundering, embezzlement, misappropriation of funds, conflicts of interest, favoritism, nepotism and other corrupt or fraudulent financial practices.
- 2.1.4 Staff Members are expected to perform their duties and responsibilities with the highest standards, due care, and diligence in alignment with the Crop Trust's values of diversity, integrity and environmental and social sustainability.

### **2.2 The Crop Trust's Commitment to Staff**

- 2.2.1 The Crop Trust considers its Staff its most important asset. The Crop Trust devotes considerable resources towards ensuring their well-being and the establishment of a productive environment. It is the aim of the Executive Board and the Executive Secretary (hereinafter referred to as the Executive Director) to employ the most competent, experienced, innovative, and energetic professional talent that can be found from a broad, diverse talent pool. The Crop Trust strives to attract, retain, and develop Staff of the highest quality, encourages professional and personal growth, provides a safe and well-equipped work environment and provides opportunity for Staff participation in matters that affect the Staff and their work.
- 2.2.2 The Organization is an "equal opportunity employer", committed to hiring Staff regardless of nationality, race, gender, religion, political persuasion, marital status, or sexual orientation or any other form of personal identity. The Crop Trust strives to provide a fair and equitable treatment to its Staff and discourages all forms of unfair discrimination.
- 2.2.3 In order to attract Staff of the highest quality, to retain them, and to further develop their talent, the Executive Board and Management strive to establish conditions of employment that are fully competitive within the relevant labor markets. The Crop Trust will aim at providing a working environment that is safe, intellectually stimulating and professionally challenging and inclusive of each Staff Member's needs and priorities (e.g., Flexible Working Arrangements).

### **2.3 Obligations of the Crop Trust**

- 2.3.1 The Crop Trust and its Executive Board undertake to provide a working environment that will permit Staff to achieve the highest level of personal and institutional performance.

- 2.3.2 The Crop Trust shall seek at all times to:
- a. Treat all Staff fairly and equitably.
  - b. Provide employment policies and conditions that are comparable to those provided by similar institutions.
  - c. Encourage and provide opportunities for personal and professional growth and advancement.
  - d. Actively discourage unfair discrimination in every form in employment and in its programs.
  - e. Provide a safe and well-equipped working environment.
  - f. Make every reasonable effort to accommodate persons with disabilities.
  - g. Assure staff participation in decisions and actions that concern them.
- 2.3.3 The application of the regulations in this Personnel Policies and Procedures Manual (PPPM) shall be made without distinction as to nationality, race, gender, religion, political persuasion, marital status, or sexual orientation or any other form of personal identity.

## **2.4 Obligations of Staff Members**

- 2.4.1 All Staff Members of the Crop Trust are international civil servants. Their responsibilities are exclusively international and, by accepting appointment, they pledge to discharge their functions and regulate their conduct with the interest and objectives of the Organization in view. In the performance of their duties, Staff Members of the Crop Trust shall neither seek nor accept instructions from any government or from any other authority external to the Organization.
- 2.4.2 Staff Members shall conduct themselves at all times in a manner befitting their status as international civil servants. They shall not engage in any conduct or activity that adversely reflects on the Crop Trust or is incompatible with the proper discharge of their duties with the Organization, including any action designed to influence decisions relating to appointment or employment with the Crop Trust, including giving false information in respect of educational qualifications or experience to obtain employment or cheating on any recruitment-related assessments. They shall avoid any action and in particular any public pronouncement, which may adversely or unfavorably reflect on their status or on their integrity, independence and impartiality.
- 2.4.3 Staff Members are expected to perform their duties and responsibilities with the highest standards, due care and diligence in alignment with the Crop Trust's Code of Conduct.
- 2.4.4 Any breaches of the provisions regarding Staff obligations and conduct described in this Code of Conduct may be regarded as a disciplinary matter under the provisions of the Disciplinary Code described in this Manual. Serious cases of misconduct that may lead to summary dismissal are also specified in the Disciplinary Code.
- 2.4.5 All Staff Members of the Crop Trust are subject to the authority of the Executive Director, to whom they are responsible in the exercise of their functions, and who has the authority to assign them to any of the activities or offices of the Crop Trust, to establish new assignments, and to specify and modify the original duties and responsibilities. Any such changes will give due consideration to both the Organization's interests and the Staff Members' qualifications and expertise. All such changes will be undertaken in consultation with the supervisor of the Staff Member(s) concerned.



- 2.4.6 Staff Members shall comply fully with the requirements of these policies, the provisions of their employment and such manuals, administrative issuances, procedures, rules and orders as the Executive Director may issue.
- 2.4.7 Staff Members shall comply fully with all legitimate directives from the Executive Director and from their supervisors.
- 2.4.8 Staff Members are responsible for informing the HR representative promptly in writing of any change that might affect their status and entitlements under the PPPM. Such changes include, but are not limited to, marital status and dependency status.
- 2.4.9 Staff Members have a financial obligation to the Crop Trust in respect of any loss suffered because of their negligence or as a result of contravention of any regulation, rule or procedure. The Crop Trust normally takes no action to pay or recover balances from Staff Members for amounts equivalent to Euro 10.00 (ten) or less.
- 2.4.10 The right of a Staff Member to claim any allowance, grant or payment to which they are entitled but which is unclaimed lapses one year after the date on which the entitlement arose unless otherwise specified. Where exceptional circumstances did not permit the claim to be made earlier, the Executive Director may waive the time limit of one year.
- 2.4.11 The right of the Crop Trust to claim from a Staff Member any overpayment made and received in good faith lapses 1 (one) year after the date on which the overpayment was made.

## **2.5 Obligation of Supervisors at the Crop Trust**

- 2.5.1 Supervisors have an additional responsibility to set a positive example and demonstrate the highest standards of professional behavior and personal conduct in their own behavior, as well as to communicate Crop Trust's policy in these areas to Staff.
- 2.5.2 In their daily actions and communications with colleagues, supervisors should foster a harmonious work environment where all Staff are treated with dignity and respect, and they should clearly communicate that harassing or offensive behavior or discrimination will not be tolerated.
- 2.5.3 Supervisors are expected to take all necessary measures to ensure a safe and respectful working environment that is free of harassment and discrimination as well as other offensive behavior. Supervisors are expected to pay attention to a deteriorating work atmosphere and take steps to promptly resolve problems in a sensitive manner and ensure that prompt action is taken to stop any form of harassment or discrimination, and that potentially offensive material is not displayed or circulated in the workplace.
- 2.5.4 Supervisors are also expected to make themselves available to those who wish to raise concerns in confidence, advise on measures available to deal with those concerns promptly and effectively, and contribute to the constructive resolution of workplace concerns.

## **2.6 Conduct of Staff Members**

- 2.6.1 Staff Members are expected to perform their duties and responsibilities with the highest standards, due care and diligence in alignment with the Crop Trust's values of:
  - A. Protection of Human Rights, Environmental Responsibilities, Social Justice, Equity and Respect for Diversity
  - B. Environmental Responsibility

- C. Integrity and Accountability
- D. Professionalism and Excellence

**A. The Crop Trust Operates with Respect to Human Rights, Social Justice, Equity and Diversity**

**2.6.2 Working Relations** (both in the office as well as in work-related functions outside of the office such as conferences and events):

- a. The Crop Trust works to foster a corporate environment where teamwork and open communication can flourish. All Staff have a responsibility to help create such an environment.
- b. Staff should conduct themselves with integrity, fairness, and honesty in their dealings, and treat others with dignity.
- c. There should be honest and open communication on professional activities, respecting lines of reporting and professional confidentiality.
- d. Staff should respect authority as well as use it responsibly. Use of authority for intimidation or personal favoritism will not be tolerated.
- e. Staff should always use discretion with respect to the privacy of colleagues. Personal correspondence, including email messages, should always be respected and under no circumstances should they be accessed unless prior consent of the interested person/s is given.
- f. Interpersonal conflicts should be handled with an open attitude through private and respectful dialogue. Staff should not allow speculations or unfounded rumors about colleagues to circulate either inside or outside the Organization, thus causing damage to the persons involved and/or the Organization itself.
- g. Staff must not make reports, statements or accusations that are intentionally false, defamatory, or misleading or are made with reckless disregard as to the accuracy of the information or made with malice.
- h. Staff should avoid any behavior that may be inappropriate or offensive to others.

**2.6.3 Harassment, intimidation, and discrimination:**

- a. Staff should be able to enjoy a working environment free from mental, verbal, sexual or any other form of harassment and discrimination, whether on the basis of race, national origin, religion, gender or any other form of personal identity. Accordingly, the Organization will not tolerate any action or conduct by any Staff Member that can be established as harassment or discrimination.
- b. General harassment is defined as unwanted conduct affecting the dignity of everyone in the workplace. It may be related to age, sex, race, disability, religion, nationality or any personal characteristic of the individual, and may be persistent or an isolated incident.
- c. Sexual harassment is defined as unreciprocated and unwelcome comments, gestures or physical conduct of a sexual nature that are found personally offensive and that might create an intimidating working environment.
- d. Any substantiated form of harassment, intimidation and discrimination will lead to disciplinary measures as provided in the Disciplinary Code section of this Manual.
- e. All Staff have the responsibility to take assertive action if they feel they are being subjected to harassment, intimidation, or discrimination regardless of who the alleged offender is, by making the unwelcome conduct immediately known to the offender, who may be unaware of the possible offense.
- f. All Staff have a duty to report actual or possible breach of the Code of Conduct that may come to their attention in order to help protect the people potentially affected, as well as the Crop Trust. In the first instance, Staff are encouraged to follow the reporting process outlined in the Grievances and Appeals section of this Manual. Additionally, Staff may avail themselves of services of an Ombudsperson (role and

scope of responsibilities described in this Manual) who may be able to provide guidance in a confidential manner.

- 2.6.4 **Ombudsperson:** Staff may avail themselves at any time of the opportunity to consult with an Ombudsperson. An Ombudsperson is a Staff Member appointed by Staff and who serves as an informal component of the Organization's grievance system with a view to providing an amicable, alternate, and additional way for addressing work-related issues of Staff Members through dialogue. PPPM section "Ombudspersons" provides a full description of the role and scope of the Ombudspersons.
- 2.6.5 **Safety and security:** The Crop Trust aims to fulfill its duty of care by providing a safe working environment. The Organization will take all necessary and reasonable measures to protect the safety and security of its Staff, and to this end will establish adequate Occupational Health and Safety policies, procedures, and practices. All Staff are expected to behave responsibly and to comply with all policies, procedures and instructions designed to protect their safety and security.
- 2.6.6 **Human trafficking:** Staff are not to engage in transactions with, or the provision of resources and support to, individuals or organizations associated with human trafficking.
- 2.6.7 **Sexual exploitation:** Staff are not to engage in actual or attempted abuse of an individual in a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.
- 2.6.8 **Child abuse:** Staff are to avoid actions or behaviors that could be construed as child abuse or would be inconsistent with Crop Trust's commitment to the protection of children as prescribed in the UN Convention on the Rights of the Child. Staff shall not engage in any sexual activity with persons under the age of 18 years, regardless of the age of majority or consent locally. A mistaken belief as to the age of a child is not a defense. Sexual activity includes all forms of activity and abuse of a sexual nature, with or without physical contact.

## **B. The Crop Trust Operates with Environmental Responsibility**

- 2.6.9 **Environmental responsibility:** The Crop Trust is committed to environmental protection and to minimizing its impact on the environment in the context of its daily operations. In addition to complying with all applicable environmental laws and regulations, Staff Members must adhere to and comply with all organizational principles and directives in this area as described in the Crop Trust "Statement on Environmental and Social Sustainability".

## **C. The Crop Trust Operates with Integrity and Accountability**

### **2.6.10 Anti-Corruption and Bribery:**

- 2.6.10.1 Staff must not engage in any type of illegal or unethical act. Such acts include, without limitation to, the receipt or solicitation of a bribe, forgery or unauthorized alteration of any document, fraud, extortion, corruption, theft, conspiracy, embezzlement, misappropriation of the Crop Trust funds, property or resources, false representation, concealment of material facts, and collusion.

- 2.6.10.2 Staff must not take improper advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of facts, or any other illegal or unethical trade practice. Staff Members will not attempt to influence external parties with payments, gifts, offers or employment, or otherwise unlawful conduct.
- 2.6.10.3 A Staff Member's offer or acceptance of hospitality, such as meals during the normal course of business or other reasonable business expenditure, is permissible so long as it has the principal aim of establishing cordial business relations. However, Staff may not offer or receive hospitality where it could reasonably appear to have the intention of influencing another in order to secure an advantage, perform a function improperly, or expedite the performance of a routine action.
- 2.6.10.4 Staff shall use their best efforts to ensure that payments provided to or by the Crop Trust do not provide direct or indirect support or resources to individuals or entities involved in the financing or support of terrorism or money laundering.
- 2.6.11 Use of Crop Trust Assets (including funds, equipment, and supplies):** Staff are responsible for the appropriate use and protection of the Crop Trust's property and resources, which must be used with care, integrity, and for authorized purposes only. Staff may make reasonable personal use of the Crop Trust's provided IT and telecommunications systems, including Internet access, email, and telephone facilities, so long as they do so in compliance with policies and procedures prescribed by the Crop Trust. Upon the end of their employment with the Crop Trust, Staff shall promptly return all property issued to them by the Crop Trust unless otherwise agreed in writing by a duly authorized representative of the Crop Trust.
- 2.6.12 **Conflict of Interest:** No Staff Members may be actively associated with the management of, or hold a financial interest in, any business concern if it is possible for them to benefit from such association by reason of their official position with the Crop Trust. Any Staff Member who has a present or prospective, direct, or indirect private interest in any matter in which the Organization has or may have an interest shall immediately declare their interest to the Executive Director who shall advise the Staff Member as to whether a potential or actual conflict of interest exists. The Executive Director shall also issue guidance to the Staff Member on such matter, which the Staff Member shall comply with. The holding of shares in a publicly quoted company shall not constitute a financial interest within the meaning of this provision.
- 2.6.13 **Favors:** No Staff Member shall solicit any favors in connection with or related to the Staff Member's official work or, whether or not related to official duties, from any individual, or organization which has a present or prospective business or programmatic relationship with the Crop Trust.
- 2.6.14 **Gifts:** No Staff Member shall encourage or solicit gifts in circumstances related to their official duties. If such a gift is spontaneously offered, the Staff Member may, if courtesy, decorum, or custom require, accept the gift. All such gifts of a substantial value shall be accepted in the name of the Crop Trust and shall, as soon as practical, be turned over to the Executive Director for appropriate disposition, including display. For the purpose of this section any gift in an amount that exceeds the equivalent of Euro 50.00 (fifty), shall be considered a gift of a substantial value. Gifts from suppliers, including items bearing the supplier's name, logo or other identifying trade term shall not be encouraged.

- 2.6.15 **Outside Employment:** Staff Members of the Crop Trust must seek prior approval of the Executive Director to engage in any consultancy or outside employment. When an outside assignment is related to the Crop Trust's program or it is in the Organization's interest to have the Staff Member undertake the assignment, the Executive Director may establish the conditions under which the assignment may be accepted.
- 2.6.16 **Board Memberships:** No Staff Member shall serve as a member of the Board of Directors or in a similar position of an Organization other than the Crop Trust, except with the prior written approval of the Executive Director, which approval may be given subject to such conditions as they may specify. Approval shall generally be given by the Executive Director for membership in Boards of Directors and other such governing bodies if such membership is:
- a. Compatible with the overall purpose of the Crop Trust and the Staff Member's status as an international civil servant; and
  - b. The duties required by such membership do not interfere with the Staff Member's ability to carry out their official the duties in the Organization.
- 2.6.17 **Honors and Decorations:** Any honor or decoration presented to a Staff Member for work with or related to the Staff Member's official duties shall be accepted in the name of the Crop Trust, except as otherwise approved by the Executive Director in advance in writing.

#### **D. The Crop Trust Operates with Professionalism and Excellence**

##### **2.6.18 Security of Information:**

- 2.6.18.1 Staff shall exercise the utmost discretion in regard to all matters of official business. Staff shall not communicate to any person any information known to them by reason of their official position which has not been made public without the prior authorization of the Executive Director unless as otherwise required by applicable laws or by regulations of any competent regulatory or supervisory authority or pursuant to any order of court or other competent authority or tribunal. Nor shall any Staff Member use information to their private advantage at any time.
- 2.6.18.2 Staff who, in the performance of their functions, are handling personal data of any kind, are required to adhere to all organizational principles and rules in this area as described in the Crop Trust Data Protection Policy.

##### **2.6.19 Intellectual Property Rights:**

- 2.6.19.1 Staff are expected to use intellectual property rights exclusively in support of the Crop Trust's objectives and in a manner consistent with its mission and strategies.
- 2.6.19.2 All intellectual rights, including title, copyright and patent rights, in any work performed by a Staff Member as part of official duties with the Organization shall be vested in the Crop Trust.
- 2.6.19.3 The provisions of article 2.6.19.2 shall be included in the Letters of Appointment of all Regular Staff Members, Consultants, Advisors/Experts and Complementary Staff Members.

2.6.19.4 Data, research findings, information or discoveries made by a person whose partial or total salary is paid by the Crop Trust and accruing from the employment by the Organization or use of facilities or funds made available by the Crop Trust, become the sole property of the Crop Trust unless the Staff Member obtains special exemption from the Organization. The obligation to obtain exemption does not cease upon separation from the Organization.

2.6.19.5 The Crop Trust wishes to ensure that data, research findings, information or discoveries accruing to the Organization, and to such other programs as the Crop Trust may be associated with as a grantor, grantee, or collaborator, shall be of maximum public benefit. The Crop Trust is committed to use intellectual property rights exclusively in support of the Organization's objectives and in a manner consistent with its mission and strategies.

2.6.19.6 **Political activities:** Staff are not expected to give up their national sentiments or their political and religious convictions. Although Staff may engage in personal activities, such as voting or belonging to political parties, they may not engage in any political activity or interfere in the political, governmental, or religious affairs that could interfere or conflict with their professional duties or their status as international civil servants or reflect adversely on the integrity, independence, and impartiality of the Organization. Staff may not utilize or represent their official Crop Trust position or capacity in their activities. Any Staff Member who becomes a candidate for public office of a governmental character shall immediately disclose such information to the Executive Director, who shall decide whether such activity is compatible with the Staff Member's status as a Staff Member of the Crop Trust.

2.6.20 Public Statements, Publications and Contact with the Media: All Staff must refrain from making public statements or issuing publications that are incompatible with their obligations as international civil servants. Unless authorized in advance by the Executive Director, any public statement or publication by a Staff Member that is not made in their official capacity should avoid giving the impression that the Crop Trust endorses or assumes any responsibility for its contents. If necessary, an appropriate disclaimer should be included stating that the opinions expressed are purely private and do not necessarily represent the position of the Crop Trust. With respect to public statements or publications in areas connected with the Crop Trust's activities, the Organization should be informed in advance of any intended statement or publication and given the opportunity make observations or raise concerns.

#### **2.6.21 Privileges and Immunities:**

2.6.21.1 Staff Members may be eligible to enjoy certain privileges and immunities pursuant to a headquarters agreement negotiated with the country in which the Organization has its headquarters or by virtue of International Conventions, Customs, Agreements or Understandings between the Organization and various States. These privileges and immunities are not for the personal benefit of the Staff Member. The Executive Director reserves the right to exclude or waive their application to any Staff Member.

2.6.21.2 Those privileges and immunities granted to Staff Members shall furnish no excuse for non-performance of private obligations or failure to observe laws and police regulations. Whenever the possibility of invoking immunities arises, the Staff Member shall immediately inform the Executive Director, who shall decide whether such immunities shall be invoked or waived.

- 2.6.22 **Reporting:** Staff must use their best efforts to prevent, detect and report actual or suspected fraud, prohibited acts or other misconduct that may come to their attention in order to help protect the Crop Trust and its resources. In the first instance, Staff are encouraged to follow the reporting process outlined in the Grievances and Appeals section of this Manual. Additionally, Staff may avail themselves of the services of an Ombudsperson (role and scope of responsibilities described in this Manual) who may be able to provide guidance in a confidential manner. Staff are also referred to the Whistleblower policy and process described in this Manual where this is appropriate.
- 2.6.23 **Applicability:** This Code of Conduct applies to all Staff of the Crop Trust, regardless of their position, type of employment or location including Consultants and Advisors/Experts and Complementary Staff of the Crop Trust (with the exception of the Paragraphs relating to Outside Employment and Board Memberships which do not apply to Consultants and Advisors/Experts).

## **3. WORKING ARRANGEMENTS**

### **3.1 Hours of Work**

- 3.1.1 Official Operating Hours – The official operating hours for the Crop Trust are from 08:00 to 17:00 Monday through Friday.
- 3.1.2 Working Hours - The Organization's basic workweek is 40 (forty) hours, excluding lunch periods. Staff are required to work for 8 hours per day (excluding lunch periods) and take a lunch break of usually one hour, but at least 30 (thirty) minutes. Staff may set their own working hours but are expected to establish a working pattern that has the consent of their immediate supervisor and takes account of work unit needs. To facilitate Staff interaction and work, it is expected that all Staff will be available during the core hours of 10:00-15:00 Monday through Friday. Staff are expected to follow the same work hours every day to ensure consistent and sufficient team coverage across the workday. Staff must advise their supervisor in advance if they need to deviate from their regular approved hours on a given day.
- 3.1.3 Within each team, arrangements shall be made to ensure sufficient team coverage during the day. Daily team coverage hours may need to be wider for service teams (such as the Finance and Corporate Operations team) than for non-service teams (such as the Scientific team). All team leaders shall ensure that suitable arrangements are agreed and implemented to ensure appropriate coverage for their respective teams.
- 3.1.4 Staff Members are subject to call for duty at reasonable times outside the basic workweek and the basic workday.

### **3.2 Compensatory Time Off (CTO)**

#### **3.2.1 CTO for work beyond regular office hours**

- 3.2.1.1 All Staff are expected to devote the time and effort necessary to fulfill the requirements of their appointment. Although this may occasionally require work outside of office hours, the Crop Trust does not expect this of Staff routinely. Informal arrangements may be entered into to meet particular work demands. These may take the form of longer working days at particularly busy times, which are offset by later starts, longer lunch breaks or earlier finishes. These types of informal and flexible arrangements are encouraged, provided that the necessary offsetting occurs within a period of no more than 12 (twelve) weeks.

#### **3.2.2 CTO for official duty travel during weekends and holidays**

- 3.2.2.1 Most Crop Trust Staff Members are required to undertake official duty travel on a frequent basis. In particular, for Staff Members at the Professional level such duty travel is an integral part of their assignment. Staff Members at the General Service level are expected to travel at times, however Staff in this category are predominantly expected to work from Bonn only.
- 3.2.2.2 The extent to which Staff in the Professional level are expected to spend more time on duty travel is taken into account in the level of remuneration for this Staff category. For this reason, compensation to Professional Staff Members for offsetting official duty during weekends and holidays is more restricted compared to the compensation for General Service Staff.



**3.2.3 The following regulations on CTO apply for official duty travel:**

- 3.2.3.1 In arranging travel itineraries, travel on non-working days (weekends and official Trust holidays) should, to the extent possible, be avoided.
- 3.2.3.2 In case duty travel outside of official workdays is unavoidable, a Staff Member may be granted CTO (in accordance with the guidelines in the table below). The CTO must be exercised within 12 (twelve) weeks of return to Bonn.
- 3.2.3.3 CTO that results from departure or return to Bonn on weekends or official Trust holidays according to the official itinerary is forfeited in cases where the Staff Member chooses to change those dates for personal vacation travel (annual leave).
- 3.2.3.4 For General Service Staff - Upon request of the Staff Member, CTO will be offered in full for time spent on official duty during weekends or official Crop Trust holidays.
- 3.2.3.5 For Professional Staff - Upon request of the Staff Member, CTO will be offered in part for time spent on official duty during weekends or official Crop Trust holidays.

**3.2.4 The following CTO allowances apply:**

	<b>General Service</b>	<b>Professional</b>
Leave weekend Back weekend	Compensate all weekend days travelled (full or half days)	1 day compensation
Leave weekend Back weekday	Compensate all weekend days travelled (full or half days)	½ day compensation, unless travelling Sunday after 12:00
Leave weekday Back weekend	Compensate all weekend days travelled (full or half days)	½ day compensation, unless returning Saturday before 12:00
Weekend on duty travel with official duties (not catching up on work)	Compensate all weekend days worked (full or half days)	Compensate all weekend days worked (full or half days)
Weekends on duty travel without official duties	No compensation time	No compensation time
Returning home late after duty travel, leaving for an early flight, etc.	No compensation time, but exercise flex time in accordance with core hours (must be working between 10:00 and 15:00)	No compensation time but exercise flex time

- 3.2.5 These CTO provisions relate to official duty travel from Bonn, Germany. CTO may not apply or may vary in case of official duty travel starting/ending at an approved remote working location (e.g., approved through a Flexible Working Arrangement).
- 3.2.6 CTO may not be accrued or cashed out on separation. Any record-keeping that is deemed necessary is informal.

**3.3 Flexible Work Arrangements**

- 3.3.1 The Crop Trust recognizes the strategic importance of having a diverse workforce and that such diversity includes Staff Members at various stages of their life cycles. The Crop Trust is committed to providing a work environment that is sufficiently flexible to accommodate the different needs that Staff may have, thus contributing to higher motivation, long-term productivity, and well-being of Staff.
- 3.3.2 The Crop Trust's policies and practices seek to provide flexibility in establishing work locations and hours and transferring from full-time to other work arrangements. More specifically, the Organization is prepared to consider options for Staff Members, either for a limited period or on an on-going basis, to:
- a. Work from an alternative location to their normal Crop Trust office.
  - b. Work within a flexible working hours system.
  - c. Transfer from full-time to part-time work.
- 3.3.3 As a general principle, the above options will be considered where they do not impair the Crop Trust's productivity or the level of service of the work unit concerned. In recognizing this principle, supervisors will consider requests for flexible working arrangements on the basis of their feasibility based on the type of position and the work area. Any flexible working arrangements must be pre-approved by the supervisor, who shall inform HR.
- 3.3.4 When appropriate, flexible working arrangements for individuals or groups may be introduced on a pilot basis, with more formal arrangements decided in light of the results of the pilot exercise.
- 3.3.5 Significant variations to normal work arrangements shall be documented in writing. In particular, where arrangements for distance working by electronic means may have an impact on the benefits to which a Staff Member is entitled, the arrangements and the impact on benefits shall be set out in writing.
- 3.3.6 Supervisors and Staff Members are responsible for ensuring that when urgent business requires a change, Staff Members on flexible work arrangements revert to normal working hours for the necessary period.

## **3.4 Official Holidays**

- 3.4.1 Staff Members will be entitled to 10 (ten) Official Holidays per year to be granted as leave with pay. 8 (eight) of these days will be fixed by the Organization before the beginning of each year. The remaining 2 (two) days may be selected by each Staff Member (at their discretion) to participate in cultural, religious, or customary rituals and require notification of the supervisor in advance. The 2 days that are at the discretion of the Staff Member must be taken within the calendar year. Any days not taken as of 31 December will be lost. Staff joining the Organization after 30 June of a given year will be entitled to only 1 official day at their discretion.
- 3.4.2 If a Staff Member is prevented from taking an official holiday because of being on official duty at the request of their supervisor or the Executive Director, the Staff Member shall be credited with one day of annual leave for each such official holiday.

## **4. ORGANIZATIONAL STRUCTURE OF THE CROP TRUST**

### **4.1 General**

- 4.1.1 The Executive Director shall establish the Organizational Structure of the Crop Trust, delineating work clusters of the Organization and their functions and the allocation of those functions and related tasks to specific established positions. The Organizational Structure shall be submitted to the Executive Board for information.

### **4.2 Description of Positions**

- 4.2.1 Every Regular Staff position within the Organizational Structure shall be defined in a position description to be used in the process of recruitment and selection and in the appraisal of the performance of the incumbents as well as for the evaluation of such positions.

### **4.3 Professional and General Service Positions**

- 4.3.1 Every position within the Organizational structure shall be defined as a Professional or General Service position in accordance with its functions.
- 4.3.2 For the purposes of this regulation:
- a. Professional positions are positions essentially concerned with the provision of executive functions or the application of specific knowledge and experience in substantial areas of the Crop Trust's activities or a combination of both.
  - b. General Service positions are positions essentially concerned with the provision of administrative/office assistance, entry-level technical assistance that is limited in scope, or other assistance.

### **4.4 Evaluation of Positions**

- 4.4.1 The Executive Director shall organize and maintain a program of systematic position evaluation the purpose of which, within the overall remuneration policies of the Crop Trust, is to establish the relative value of positions to the Organization.

## **5. RECRUITMENT AND APPOINTMENT**

### **5.1 Recruitment**

- 5.1.1 The Organization shall establish and maintain a recruitment and selection system for the purpose of obtaining the type, number and quality of candidates required by the Crop Trust. Selection for all Crop Trust positions shall be based on securing the highest level of knowledge, skills, and personal qualities available and shall be carried out through competition.
- 5.1.2 The Crop Trust is an equal opportunity employer. It believes that the gender, cultural and national diversity of Staff groups contributes towards its intellectual strength and effectiveness as an international fund. The Crop Trust will therefore make selection of Staff without regard to nationality, race, gender, religion, political persuasion, marital status, sexual orientation, or any other form of personal identity.
- 5.1.3 All advertisements for Staff Member positions shall be approved by the Executive Director and made known to Staff.
- 5.1.4 Vacancies for Professional Staff shall be advertised on a worldwide basis and selection made from among both internal and external candidates. Vacancies for General Service Staff shall be advertised on a worldwide basis and selection normally made from internal and external candidates. However, as indicated in Annex B of this Manual, in the interest of providing General Service Staff with opportunities for lateral movement and promotion, it will be at the discretion of the Executive Director whether a vacancy should be advertised only internally rather than both internally and externally.
- 5.1.5 For the purpose of this Manual section, an internal candidate is one who is currently a Regular Staff Member, Complementary Staff Member, Consultant or Advisor/Expert of the Crop Trust, or who has been a Regular Staff Member, Complementary Staff Member, Consultant or Advisor/Expert at any time during the 6 (six) months preceding the date on which the application for a vacancy has been made.
- 5.1.6 The Crop Trust shall not discriminate against qualified individuals with a disability in regard to job application procedures, the hiring, advancement, or discharge of Staff, Staff compensation, job training, and other terms, conditions, and privileges of employment. The term “disability” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual.
- 5.1.7 Guidelines on recruitment and selection procedures for Regular Staff, Temporary Staff, Consultants and Advisors/Experts are provided in Annex B.
- 5.1.8 The Executive Board has the function and power to appoint the Executive Director, determine their terms of employment, monitor their performance and dismiss the Executive Director if their performance is inadequate. Panel composition for the position of Executive Director will be at the discretion of the Executive Board.

### **5.2 Employment of Family Members**

- 5.2.1 Spouses, recognized Partners and other family members as defined in this Manual (see Dependents) may be appointed as Regular Staff Members if the following conditions are met:
- a. There is an approved vacancy.
  - b. Normal recruitment and appointment procedures are followed.

- c. Selection is agreed by a panel that does not include a family member.
  - d. The appointee will not be supervised by the family member or vice versa.
  - e. The appointee shall not serve in a post which would place the Staff Members in a real or potential conflict of interest.
  - f. Neither Staff Member shall participate in any review or decision-making process which affects the other.
- 5.2.2 In the event of the marriage of one Staff Member to another or a recognized partnership while employed by the Crop Trust, neither shall serve in a post which is higher or subordinate in the line of authority to the other, or which would place the Staff Members in a real or potential conflict of interest. Neither Staff Member shall participate in any review or decision-making process that affects the other.
- 5.2.3 In the event that a superior or subordinate reporting relationship exists at the time of marrying, the Organization will implement the necessary changes in the reporting relationship to comply with this regulation.
- 5.2.4 The marriage of one Staff Member to another or a recognized partnership between two Staff Members, shall not affect the contractual status of either Spouse or recognized Partners, but their entitlements and other benefits shall be modified as provided in the relevant provisions.
- 5.2.5 Spouses, recognized Partners or other family members as defined in the PPPM may be employed as Consultants, Advisors/Experts or Complementary Staff, without normal recruitment procedures, only for a period of up to 10 (ten) working days in a 12 (twelve) month period. For periods from 11 (eleven) days up to 3 (three) months, the approval of the Executive Director is required. For a period of more than 3 (three) months, the normal recruitment process will apply.
- 5.2.6 Suppression of information or failure to provide information on family relationships will render the family member's appointment null and void and makes the Staff Member liable to disciplinary action.

### **5.3 Appointment**

- 5.3.1 All appointments of Regular Staff Members shall require the approval of the Executive Director.
- 5.3.2 In making appointments to Regular Staff positions with the Crop Trust, the Executive Director shall give primary consideration to securing the highest standards of efficiency, competence, and integrity.
- 5.3.3 The Executive Director shall make appointment decisions without regard to internal or external pressures or influence. The Executive Director's appointment decisions shall be final.
- 5.3.4 Appointment offers and letters of appointment must be made in writing and signed by the Executive Director, or a person delegated by them. A copy of the Personnel Policies Manual (PPPM) shall be provided to all new Staff Members.
- 5.3.5 The Letter of Appointment shall state, *inter alia*:
- a. type of appointment
  - b. title and grade level of the post
  - c. major duties and responsibilities
  - d. salary, allowances and general benefits

- e. the date on which the Staff Member is expected to commence duties
  - f. the expiry date of the appointment
  - g. any specific conditions relating to the offer
  - h. that the appointment is subject to the applicable provisions of the PPM, and to changes that may be made to these provisions, with approval of the Executive Board
  - i. nationality and Authorized Home Location of the Staff Member
  - j. the duration of the probationary period
  - k. the provisions relating to intellectual property included in this Manual
  - l. any special arrangements regarding working arrangements (hours or location).
- 5.3.6 Until the signed letter of appointment is received by the Crop Trust, it may be rescinded by written notification by the Executive Director.
- 5.3.7 Persons accepting an appointment with the Crop Trust shall resign from their previous employment not later than the time when they officially take up their position with the Organization.

#### **5.4 Duration of Appointments for Regular Staff Members**

- 5.4.1 Regular Staff Members will be employed on fixed-term contracts according to the circumstances and needs of the Crop Trust.
- 5.4.2 The normal duration of initial appointment will be for a fixed term of 3 (three) years. Extensions of appointment will normally be for a fixed term of 3 (three) to 5 (five) years.
- 5.4.3 If circumstances so warrant, fixed-term contracts for one year or more but less than 3 (three) years may be issued.
- 5.4.4 For all Staff Members extension of the period of appointment will be subject to the continuing need of service, satisfactory performance, and availability of funds.

#### **5.5 Part-Time Work**

- 5.5.1 Compensation for part-time work (maximum allowable is 50% time) shall normally be based upon the applicable grade level, calculated on a pro rata basis for services actually performed. The actual amount of compensation for part-time work shall be communicated to the Staff Member in the Letter of Appointment.
- 5.5.2 Part time work (to a maximum of 50% time) may also be offered to Complementary Staff Members. The terms of the arrangement will be set out in the contract of employment.

#### **5.6 Probation Period**

- 5.6.1 Except as otherwise determined by the Executive Director, new Regular Staff Members shall serve a period of probation.
- 5.6.2 The length of the probation period for new Regular Staff Members as calculated from the new Staff Member's starting date shall be as follows:
- a. For appointments of 3 (three) years or more - 12 (twelve) months.
  - b. For appointments of less than 3 (three) years - 6 (six) months.

- 5.6.3 Evaluations during the probationary period shall be carried out in accordance with the following:
- a. In the case of a probationary period of 12 (twelve) months, a mid-point evaluation is required 6 (six) months following the initial appointment and a final evaluation is required 2 (two) months prior to the end of the probationary period.
  - b. In the case of a probationary period of 6 (six) months, a mid-point evaluation is required 3 (three) months following the initial appointment and a final evaluation is required 1 (one) month prior to the end of the probationary period.
  - c. The outcomes of each evaluation shall be documented in writing and communicated to the probationer who shall have the right to submit comments in writing.
  - d. At or before the end of the probationary period the probationer is notified in writing that:
    - i. The contract is confirmed; or
    - ii. The contract is not confirmed and terminated; or
    - iii. The probationary period is extended.
  - e. If a Regular Staff Member is on certified medical leave for more than 1 (one) month during the probationary period, the probationary period shall be extended by the amount of the certified medical leave.
- 5.6.4 The Executive Director may terminate the employment of a Regular Staff Member at any time during the applicable probation period on 1 (one) months' notice and, in exceptional circumstances, may extend the probation period for a further period of no more than one half of the original probation period.
- 5.6.5 A Regular Staff Member may resign at any time during the probationary period on 1 (one) months' notice.

## **5.7 Liability**

- 5.7.1 The Crop Trust shall have no liability in respect to employment offered in accordance with these policies until an offer of employment has been communicated formally by the Organization and accepted formally by the Staff Member and any specified internal and external clearances have been completed.
- 5.7.2 The Crop Trust shall have no liability for non-renewal of any fixed term appointment, the duration of which has expired, except as provided in this PPPM.
- 5.7.3 The Crop Trust shall have no liability for separation of any Regular Staff Members, Consultants, Advisors/Experts or Complementary Staff Members except as provided in this PPPM or in the relevant contract of employment.

## **5.8 Information to be Provided by Staff Members**

- 5.8.1 Before or on appointment, Staff Members shall provide whatever information or supporting evidence is required by the Crop Trust for the purposes of recruitment and selection, for determining their status under these policies or for completing administrative arrangements in connection with their appointment.

## **5.9 Medical Examination**

- 5.9.1 Staff Members or persons being considered for any type of employment may be required to undergo medical examination by a medical practitioner acceptable to the Crop Trust prior to employment and to provide a certificate of fitness. The results of such medical examinations will remain entirely confidential.



- 5.9.2 Staff Members may be required or advised from time to time to take preventative medical actions, inoculations, and other steps necessary to minimize the risk of illness or disease in certain geographic areas. Eligibility for travel may be dependent upon the acceptance of the applicable medical advice. Ultimate responsibility to minimize risk of illness or disease when travelling is the responsibility of the Staff Member - the Organization assumes no liability.
- 5.9.3 A Staff Member will be reimbursed for the actual cost of physical examinations and preventative medical treatment required by the Organization.

## **5.10 Personal Files**

- 5.10.1 A personal file shall be established and kept current for each Staff Member. The file shall contain all pertinent information relating to the service of the Staff Member with the Crop Trust, including a copy of the Letter of Appointment, Performance Evaluation reports covering the Staff Member's competence, efficiency and behavior in the service and comments, if any, made by the Staff Member, records of any disciplinary action taken, and such other documents relevant to the employment of the Staff Member as may be required by the Personnel Policies Manual or other administrative issuances of the Crop Trust or as may otherwise be determined appropriate by the Executive Director. Such files shall be maintained for a period of at least 10 years following a Staff Member's separation from the Organization. Some records, including but not limited to, retirement, disability, job-related illness, disciplinary action must be retained permanently in accordance with general practice regarding record retention. Such records may be kept in electronic or hard copy or in both electronic and hard copy formats, as appropriate.
- 5.10.2 Personal medical records shall be kept confidential except as permitted by the Staff Member. Other personal records shall be kept confidential except, as the Executive Director considers essential to the management of the Organization.
- 5.10.3 Staff Members shall have the right, upon request to the Executive Director, to review their own personal files. The Executive Director shall facilitate access to the file under conditions designed to protect the confidential nature of other files and the integrity of the filing and retention systems.
- 5.10.4 Personal files shall also be maintained for Consultants, Advisors/Experts and Complementary Staff Members. Consultants, Advisors/Experts and Complementary Staff Member shall have the right to review their personal file on request.

## **5.11 New Staff Orientation**

- 5.11.1 The Organization shall organize and orientation program for all new Staff. This is in recognition of the importance that all new Staff receive a positive start to their employment, feel comfortable in their new environment, and understand the organizational structure and policy framework as well as the expectations for Staff Conduct as outlined in this Manual and other official policies and guidelines.



## 6. SALARIES AND BENEFITS

### 6.1 General Remuneration Policies

- 6.1.1 In maintaining, administering, and proposing amendments to the Crop Trust's remuneration package, the Executive Director shall have the following purposes in mind:
- a. To attract, motivate and, as appropriate, retain the types, numbers and quality of Staff Members required for the efficient and successful conduct of the functions and operations of the Crop Trust.
  - b. To ensure that the levels and structure are such that remuneration as a whole and salaries in particular are internally compatible, externally competitive and reflect the value of each position to the Organization.
- 6.1.2 The salary scale and benefits for Professional Staff shall be competitive with those enjoyed by others in comparable jobs in Bonn, Germany.
- 6.1.3 The salary scale and benefits for General Service Staff shall be established on the basis of the best prevailing conditions of employment in Bonn, Germany.
- 6.1.4 The Executive Board will consider inflationary adjustments to salaries and benefits annually. Funds permitting, adjustments to salaries and benefits will be made to take into account part of the cost of inflation in the host country as demonstrated in official national statistics. Inflationary adjustments will be applied from 1 January for the year in which the adjustment was approved by the Executive Board.
- 6.1.5 Salary Adjustment as a result of contract renewal or reclassification
- 6.1.5.1 At the time of contract renewal but earliest after 36 months of service, an increase that recognizes the service time as well as possibly excellent or outstanding performance of the staff shall be applicable:
- A. A 2% increase shall apply in recognition of the staff member's service time and for meeting the performance expectations of the Crop Trust. **(Service Factor Increase)**
  - B. Exceptionally, and based on documented, performance that exceeds expectations with regards to reaching goals and targets over the past contract period, in addition to A, an up to 2% increase may be authorized **(Performance Factor Increase)**. For the purpose of this exercise, the evaluation of staff performance is not limited to the immediate supervisor but has to be endorsed by the Executive Committee.
- 6.1.5.2 A re-classification of a position to a higher- or lower grade level is possible at any time and as decided in view of organizational needs and availability of budget.
- A. A re-classification of a position to a higher-grade level shall result in an adjustment of the salary to either the minimum salary of this higher-grade level or:  
  
6% increase of the current salary for re-classification to L2 or L3  
5% increase of the current salary for re-classification to L4  
4% increase of the current salary for re-classification to L5 or L6,  
whatever amount is higher.
  - B. A salary adjustment resulting from a re-classification of a position to a higher-grade level shall be in effect the month following the re-classification.

- C. A re-classification of a position to a lower-grade level shall not result to an adjustment of the salary as long as the current salary is still within the lower grade-level salary scale bandwidth. If, however, the current salary is higher than the maximum amount of the lower-grade salary bandwidth, the salary will be adjusted to this maximum amount of the lower-grade salary scale. Such salary adjustment, resulting from a re-classification of a position to a lower-grade level, shall be in effect with the next regular contract renewal.
- 6.1.5.3 Changes to a Staff Member's Terms of Reference that do not justify a reclassification of a position, but still constitute a substantive increase in tasks and responsibilities, may result in a salary increase of up to 4%, provided the total annual salary is still within the grade level salary range.
- 6.1.5.4 All salary adjustments are subject to the final authorization by the Executive Director.
- 6.1.5.5 Inflationary adjustments to salaries and benefits as approved by the Executive Board through the annual budget approval process are independent from the above and are applicable to all Regular Staff.
- 6.1.6 Special skills required by the Crop Trust to carry out its programs shall be taken into account in hiring and the determination of a Staff Member's placement on the salary scale. The Organization's classification system is described in Annex A.
- 6.1.7 The Crop Trust is committed to exercising consistent treatment in salary determination for all Staff based on the principles, policies and processes described in this Manual. In this regard, the Organization shall apply consistent criteria to men and women performing work of equal value to ensure equality in pay. The Crop Trust will ensure that any pay differentials between individuals performing work of equal value are based on clearly established policies that are non-discriminatory.

## **6.2 Currency of Salary Payments**

- 6.2.1 Salary scales and benefits and allowances for both Professional and General Service Staff will be paid in Euro.
- 6.2.2 Payslips generated by the Organization's Enterprise Management System (available for download by Staff in PDF format) contain the actual salary, retirement contributions, and any salary adjustments, as approved and verified by the Human Resources, Executive Office and Finance Departments. They are, therefore, final approved documents. As such, payslips extracted from the ERP system or provided by HR in other forms must not be altered or tampered with. Any such conduct will result in disciplinary measures.

## **6.3 Salaries**

- 6.3.1 The Executive Director, with the approval of the Executive Board, will determine the salary schedules and the level of benefits for Staff Members. The schedules shall be reviewed periodically with a view to ensuring that they achieve the general remuneration policies set forth above.
- 6.3.2 The salary schedules are set out in a separate Board-approved Administrative Circular.

## **6.4 Host Country Income Taxes**

- 6.4.1 In accordance with the Crop Trust's host country agreement, all Staff Members (except locally recruited Staff employed on hourly rates) are exempt from the payment of host country income taxes on salaries and other emoluments derived from their employment with the Crop Trust.
- 6.4.2 All Staff Members are exempt from host country Social Security levies if the Crop Trust enrolls its Staff Members in the Organization's retirement plan and insurance program.

## **6.5 Home Country Taxes**

- 6.5.1 Staff Members are individually responsible for compliance with the income tax laws of their home country (of citizenship and/or residence) as they apply to all income derived from the Crop Trust and as may be required in the host country agreement.
- 6.5.2 Home country taxes, which are assessed on income derived from the Crop Trust, are not compensated or equalized by the Crop Trust separately or within its remuneration program.

## **6.6 Social Security**

- 6.6.1 Health and Other Insurance: The Organization shall establish, or arrange participation in, social security plans for Staff Members and their Dependents. Such plans may include insurance for compensation in the event of illness, injury, accident, medical evacuation, disability and death. Additional programs may be established for other types of insurance as the need arises. The insurance schemes shall be fully funded by the Crop Trust. No deductions from Base Salary are required of the Staff Member.
- 6.6.2 Medical costs resulting from a work-related accident are covered under the standard medical benefits, except that the insurance provider may apply a deductible. In such case, the deductible that relates to the work-related accident will be reimbursed by the Organization to the Staff Member concerned. The medical leave provisions of articles 8.2.7 and 8.2.8 also cover work-related absences.
- 6.6.3 Retirement Fund: The Organization shall establish a Retirement Fund in accordance with the Executive Director's guidelines.
- 6.6.4 For all Regular Staff Members, the Crop Trust shall make a contribution to the fund of up to 20% of the Staff Member's Base Salary. The Staff Member may make additional voluntary contributions to the retirement plan.

## **6.7 Telecommunications Allowance**

- 6.7.1 The Organization provides a monthly Telecommunications Allowance for Staff who provide their mobile number and utilize this number for work purposes. The lump sum allowance is intended to assist Staff with the purchase of a smartphone and as a contribution towards the costs of a plan that includes adequate data and phone capabilities and is also intended to serve as a contribution towards cost of a landline-internet flat rate at their home or other remote work location.
- 6.7.2 In order to qualify for the Telecommunications Allowance the Staff Member must:
- Provide their mobile phone number to the Crop Trust as a number they use for work purposes; and
  - Attend calls and emails during working hours. Staff with responsibilities for management, operations, logistics, IT and emergency communication might, at times, also be expected to be reachable after hours and on weekends; and
  - Allow the Organization's IT team to ensure the mobile phone is set up with a secure access to the corporate system.
- 6.7.3 Staff Members who wish to apply for the Telecommunications Allowance should submit their request by email to Corporate Operations, providing their mobile phone number. Once approved, the allowance will be paid to the Staff Member through the monthly payroll.
- 6.7.4 Purchase of mobile phones and establishing mobile phone contracts is the responsibility of the individual Staff Member.

## **6.8 Miscellaneous Costs**

- 6.8.1 In addition to the costs made specifically reimbursable hereunder, the Organization shall reimburse authorized Staff Members for costs of eligible miscellaneous expenses reasonably necessary to the performance of the work hereunder and not personal in nature. The Executive Director shall establish the eligibility criteria for reimbursement of such costs.

## **6.9 Dependents**

- 6.9.1 The Crop Trust recognizes as Dependents for the purposes of Dependents' benefits the legal and declared Dependent Spouse, Partner, legal children and disabled children of the Staff Member or Spouse or Partner as prescribed by the Executive Director below.
- 6.9.2 The types and amounts of the Dependents' allowances are set out in the relevant sections of this PPPM.
- 6.9.3 If both husband and wife or Partner are Staff Members, only one may claim for Dependent children.
- 6.9.4 Spouse and Partner - The Crop Trust recognizes that one legal Spouse or Partner is eligible to receive Dependent's benefits under the regulations in the PPPM. The Crop Trust recognizes declared Partners residing with the Staff Member as equivalent to legal Spouses. A Staff Member with a legal Spouse may not also declare a Partner unless officially separated from the legal Spouse and not claiming benefits for them.

Conditions for recognizing a declared Partner are that:

- a. The Partner be recognized in writing by a relevant official authority; exemption of such requirement may be granted by the Executive Director based on a formal declaration by the Staff Member. Such declaration needs to indicate the reason for not obtaining an official recognition; and

- b. The declaration attests that the relationship between the Staff Member and the Partner has been in effect for at least 2 (two) years.
- 6.9.5 Children – The Crop Trust recognizes dependent status for children of a Staff Member:
- a. Who are a natural or adopted child, or a stepchild residing with the Staff Member, or any other child residing with the Staff Member legally considered as a member of the family but for whom legal adoption is not possible; and
  - b. For whom the Staff Member provides main and continuing support; and
  - c. Who are under the age 26 (twenty-six), provided that they are unmarried and that the Staff Member has elected family coverage.
- 6.9.6 The Crop Trust also recognizes as dependent the children of Staff Members who meet the criteria in (a) and (b) above, but who are physically or mentally incapacitated from employment. Such recognition will apply at any age.

## **7. BENEFITS FOR PROFESSIONAL REGULAR STAFF MEMBERS**

### **7.1 Introduction**

- 7.1.1 Except as otherwise expressly provided in this PPPM or other administrative issuances, the Crop Trust will provide the benefits and allowances described in this section of the Manual only to Professional Regular Staff Members.
- 7.1.2 In order that a payment of a benefit by the Crop Trust does not result in a duplication of benefits to the Staff Member, if a Staff Member's Spouse/Partner receives from the Crop Trust or from another Organization a benefit or allowance substantially similar to a benefit or allowance described below, the Staff Member shall not be eligible to receive all or part of the benefit or allowance in question. If the Spouse/Partner elects not to receive the similar benefit or allowance from the Crop Trust or from other Organization, the Staff Member shall remain eligible for the payment of the benefit.
- 7.1.3 Upon becoming a member of the Regular Staff, a Professional Staff Member shall designate the city and country acceptable to the Crop Trust to be used as a reference for calculating such benefits as home leave travel. Such location shall normally be in the Staff Member's Home Country and shall normally be the city in the country where the Staff Member resided prior to appointment, unless the Staff Member can produce satisfactory evidence that their closest ties were in another city of the same country. Such location shall be referred to as the "Authorized Home Location". In exceptional and compelling circumstances, the Executive Director may authorize changes to the Authorized Home Location upon provision of satisfactory evidence substantiating such request.
- 7.1.4 Professional Staff Members whose Authorized Home Location is Bonn or Cologne (or surrounding areas), Germany, are not entitled to the relocation allowances described in this manual.

### **7.2 Relocation Costs**

- 7.2.1 Professional Regular Staff Members shall be compensated for relocation costs for themselves and their authorized accompanying Dependents to cover costs of relocation to Bonn, Germany.
- 7.2.2 The Crop Trust will provide economy-class air transportation (by the most direct and economical routing) for the Staff Member and authorized Dependents to Bonn, Germany and, upon termination of service with the Crop Trust, return to the Staff Member's Authorized Home Location or other authorized location.
- 7.2.3 Staff Members may be authorized to use their personal automobiles for relocation travel upon appointment and separation, in accordance with the Crop Trust's Travel Policies and Procedures.

### **7.3 Relocation Allowance**

- 7.3.1 The relocation allowance is a non-accountable payment made to a Professional Regular Staff Member on first appointment. It is designed to assist with the costs of moving to Bonn, Germany and is paid in a lump sum upon arrival. The relocation rate shall be as follows:

	Relocation Allowance
Staff Member	Euro 3,200
Each authorized dependent	Euro 800

## 7.4 Temporary Living Expenses

- 7.4.1 Temporary living expenses are DSA (Daily Subsistence Allowance) authorized for any Professional Regular Staff Member and authorized accompanying Dependents to cover living costs immediately prior to departure from their Authorized Home Location or other authorized location and upon arrival in Bonn, Germany prior to taking up residence in transitional temporary housing or more permanent housing.
- 7.4.2 Payments are made up to a total of 3 (three) calendar days DSA at originating location and up to 3 (three) calendar days in Bonn, Germany for the Staff Member and 50% of the DSA rate for each accompanying Dependent. In unusual situations the Executive Director may extend the period. The DSA payments are made to cover the actual period of temporary accommodation.
- 7.4.3 Temporary living expenses are not provided upon return to the Home Country after completion of appointment.

## 7.5 Shipping and Storage

- 7.5.1 For Professional Regular Staff Members, the Crop Trust will pay the cost of transportation of personal effects and household goods from the Staff Member's Authorized Home Location or other authorized location to the Staff Member's residence in Bonn, Germany and return. The details of this coverage are set out below.
- 7.5.2 Transportation and Temporary Storage of Household Effects

For employment arrangements of more than 18 (eighteen) months, the Crop Trust will pay for the packing, insurance, crating and surface shipment of the Staff Member's personal effects and household goods from the Staff Member's Authorized Home Location or other authorized location to the Staff Member's residence in Bonn, Germany and return. Payment or reimbursement will also be made for temporary storage (for a maximum of three months) in Bonn from the time of the goods' arrival until their transfer to the Staff Member's residence in Bonn. The amount of personal effects and household goods, which may be transported and stored under this provision, are as follows:

	Surface (net weight)
Staff Member	3,500 Kg / 35m <sup>3</sup>
Spouse/Partner	1,000 Kg / 10m <sup>3</sup>
Each authorized dependent child	500 Kg / 5m <sup>3</sup>

Surface shipments are net weight, which includes the weight of all internal packing materials, crates and boxes but not the outer lift van or crating.

### 7.5.3 Short-term Assignments

For employment arrangements of more than 12 (twelve) and less than 18 (eighteen) months, the Crop Trust will pay or reimburse the Staff Member for the cost of storage of personal and household goods in the Staff Member's Authorized Home Location or other authorized location up to the surface volume limits in article 7.5.2 above.

### 7.5.4 Unaccompanied Air Freight

In addition to the volume allowances shown above for personal effects and goods, the Staff Member and each Dependent may ship the following amounts of unaccompanied household effects via air freight from the Staff Member's Authorized Home Location or other authorized location to the Bonn, Germany and, upon completion of their duties, return:

	Unaccompanied airfreight (gross weight)
Staff Member only	150 Kg
Married/Couple	150 Kg
Each authorized dependent child	50 Kg

7.5.5 Staff Members may change from sea/surface to unaccompanied airfreight or vice versa provided the total cost does not exceed the entitlements of transportation as per articles 7.5.2 and 7.5.4 above.

### 7.5.6 Cost

The estimated cost of transporting personal effects and household goods shall be approved by the Crop Trust in advance and shall not exceed the cost of packing, crating and transportation by surface common carrier. Costs associated with the transportation of a privately owned motor vehicle, boats, camper or other recreational vehicles for a Staff Member will not be paid by the Organization. Pets may be sent to Bonn, Germany at the Staff Member's cost (it is the responsibility of the Staff Member to ensure compliance with the local health and quarantine rules of Germany regarding importation of animals). Costs of insurance shall be borne by the Organization for "all-risk" coverage for up to the following values:

	Maximum Insured Value
Staff Member only	US\$ 50,000
Married/Couple	US\$ 75,000
Each authorized dependent child	US\$ 10,000

The balance of insurance costs shall be borne by the Staff Member.

### 7.5.7 Taxes, Customs Duties, Transit Charges

The Organization shall inform the Staff Member with respect to any exemptions or other arrangements with respect to custom duties, taxes, transit, storage and similar charges accorded or made available to the Organization or its Staff by any country and/or any political subdivision thereof. Except as specified above, the Organization shall pay or reimburse the Staff Member for all costs resulting from the process of clearance of the Staff Member's authorized personal property through port or airport customs facilities, for temporary storage charges and transportation of such property to Bonn, Germany or a temporary storage location as the case may be. The Organization shall also pay or reimburse the Staff Member on a one-time only basis for transportation costs from such temporary storage location to the Staff Member's first permanent residence in Bonn.



## **7.6 Home Leave and Family Visit Travel**

- 7.6.1 The Organization recognizes that Professional Regular Staff Members who accept employment with the Organization in a city and/or country other than their recognized home location should be, along with their Dependents, afforded assistance to return periodically to their home locations in order to retain their family, occupational and cultural links if they so desire.
- 7.6.2 A home leave/family visit travel allowance shall be provided once for every period of 2 (two) years of service, provided that the period of appointment is for more than 1 (one) year.
- 7.6.3 Staff Members are eligible for payment in the first month of the second year of service with the Organization and payment of the lump sum entitlement will be made automatically with the Staff Member's salary for that month. If the Staff Member becomes eligible after the payroll cutoff date, then payment will be made with the following month's salary.
- 7.6.4 The home leave/family visit travel allowance is calculated according to the most direct and economical route between Bonn, Germany, and the airport nearest to the Staff Member's Authorized Home Location. Economy class fares will be used as published by international commercial airlines. Special fare reductions may apply to children. In cases where the Staff Member's home location is in Germany or the surrounding area and where an airport is not easily accessible, 2<sup>nd</sup> class rail travel (with reservations) or car mileage rate may be applied. Fare calculation will be based on rates of:
- July - for those Staff who become eligible in the first half of a given year (1 January to 30 June)
  - December for those Staff who become eligible in the second half of a given year (1 July to 31 December)
- 7.6.5 The entitlement is a non-accountable allowance giving flexibility to Staff to travel where they wish. No proof of travel is required although all staff are encouraged to take leave.
- 7.6.6 As indicated in article 7.7.4 below, Staff Members may not receive both the education travel entitlement (where applicable) and the home leave entitlement in the same calendar year. In this regard, education travel requests will not be approved in the same calendar year that a home leave travel entitlement was paid for the eligible dependent.
- 7.6.7 Should a Staff Member resign sooner than twelve months after payment of the home leave entitlement, this amount will be recovered in full from the Staff Member through salary deductions.

## **7.7 Education Allowance and Travel**

- 7.7.1 Professional Regular Staff Members will be granted an annual education allowance to assist the Staff Member in meeting the cost of adequate education for their children.

- 7.7.2 The education allowance entitlement is limited to 85% of the registration/admission fees, regular tuition and capital assessment fees (if any) of the recognized local International Schools in Bonn, Germany. The Executive Director issues a list of recognized International Schools in Bonn. Parents may elect to enroll their dependent children in other than a designated International School in Bonn or elsewhere. In this case, the entitlement will be limited to the costs of the entitlements payable for a recognized international school in Bonn, or 85% of the actual cost of registration/ admission fees, regular tuition and capital assessment fees (if any) at the schooling selected by the parent, whichever is the lesser. Payment of the education allowance shall be made to the Staff Member based on actual costs incurred, supported by paid receipts detailing the charges. Staff Members are encouraged to make early payment to take advantage of any discounts. Any late fees will be the responsibility of the Staff Member. It is possible for a Staff Member to obtain an advance on the education allowance. In such cases, the Crop Trust will pay the Staff Member the full entitlement described above on receipt of the invoice from the educational institution showing the charges applied. Once the Staff Member makes payment, they must provide the Crop Trust with a copy of the paid receipt in order to close the administrative procedure. Failure by a Staff Member to provide receipts for an advance received will result in recovery of this amount from the Staff Member. The education allowance shall not be payable for education beyond the high school, secondary school or baccalaureate level, or for any child below 3 (three) years of age or above 21 (twenty-one) years of age.
- 7.7.3 An education allowance will also be granted to any Staff Member, whether Professional or not, whose dependent children are unable by reason of physical or mental disability to attend a normal educational institution and therefore require special teaching or training to prepare them for full integration into society or, while attending a normal educational institution, require special teaching or training to assist them in overcoming the disability.
- 7.7.4 In addition to the education allowance, Professional Regular Staff Members whose dependent children are receiving education in a city and/or country outside of Bonn, Germany shall be entitled to education travel for their dependent children consisting of one round trip ticket once a year from Bonn, Germany to the place of education or vice versa. Education travel shall be provided by economy class air by the most direct route (or by train or automobile, dependent on the location of the educational institution of the student). If the dependent child also qualifies for home leave/family visit travel allowance in the same calendar year, the education travel allowance will not be approved since the Staff Member is not entitled to both entitlements.

## **7.8 Emergency Travel and Transportation**

- 7.8.1 Upon death of a Professional Regular Staff Member, or Dependent the Crop Trust shall pay the expenses of preparation and transportation of the body from the place of death to the deceased's home city and country, and transportation of the surviving Staff Member and or Dependents to such location and back to Bonn, Germany. If the deceased is the Staff Member, then the Dependents will then be entitled to the repatriation benefits as if the Staff Member were ending a contract.

## **8. LEAVE**

### **8.1 Annual Leave**

- 8.1.1 The Crop Trust recognizes that in the interest of the health and well-being of Regular Staff Members, arrangements should be made for their annual leave for vacations and personal purposes. As far as practicable, such leave shall be taken within a reasonable time after it is earned.
- 8.1.2 Regular Staff Members shall be entitled to 30 (thirty) working days per calendar year as annual leave (earned at the rate of 2.5 working days per month of service).
- 8.1.3 Staff may take annual leave for a period of up to 3 (three) consecutive weeks (15 working days). Annual leave requests exceeding this period requires special approval from HR.
- 8.1.4 Annual leave earned in any calendar year may be accumulated; provided that the total amount of accrued annual leave to be carried forward at the end of the leave year shall not exceed 30 (thirty) working days. Days over 30 (thirty) are lost as of 31 December of each year unless the Executive Director approves retention when taking leave was not possible because of exigencies of service.
- 8.1.5 A Staff Member may be required to take their accrued leave before separating from the Crop Trust. In any case, where a Staff Member is unable to take their leave before separation due to the exigencies of service, the total amount of accrued annual leave for which compensation is payable on separation from the Crop Trust shall not exceed 30 (thirty) working days. Such payment shall be calculated based on the rate of Base Salary, exclusive of any other allowance or benefits.
- 8.1.6 Annual leave may be taken in not less than half-day increments upon approval of the Staff Member's supervisor, who will ensure scheduling to facilitate the use of leave.
- 8.1.7 Annual leave shall not be earned during any period of special leave or suspension in excess of 4 (four) weeks.
- 8.1.8 If during annual leave periods in excess of 5 working days, medically certified illness or sickness occurs in excess of 3 (three) working days, such period of illness or sickness shall not be regarded as annual leave but shall be regarded as certified medical leave.
- 8.1.9 In exceptional circumstances, a Staff Member may be granted advance leave up to a maximum of 5 (five) working days, provided their service is expected to continue for the period necessary to accrue entitlement to the leave so advanced.

### **8.2 Medical Leave**

- 8.2.1 The Organization recognizes that Staff Members may be afflicted at any time by occasional minor ailments or by more lengthy illnesses, which prevent them from attendance at work. The Organization also recognizes that on occasion the condition may be such that there is little likelihood of the Staff Member being able to resume normal duties in the foreseeable future. Medical leave shall be available to Regular Staff Members in the amounts and subject to the conditions prescribed below.

- 8.2.2 Regular Staff Members are entitled to 22 (twenty-two) working days of medical leave with full pay each calendar year, if needed. Staff joining the Organization midway through the year are entitled to the pro-rated allowance. Medical leave and family medical leave shall be approved in not less than half-day increments.
- 8.2.3 Medical Leave may be accumulated without limitation; however, it is not convertible to cash or additional leave at separation.
- 8.2.4 A medical certificate must be provided to support all medical leave of more than 3 (three) consecutive working days. Such certificates must be provided as soon as possible and shall be provided electronically; retroactive medical certificates will not be accepted. Any certification that is late will not be accepted and the leave will be classified as "uncertified". Additionally, a medical certificate is required in all cases of medical leave (regardless of length of absence) after 7 (seven) days of uncertified medical leave in a calendar year.
- 8.2.5 Of the 22 (twenty-two) working days medical leave allowance mentioned above, up to 11 (eleven) of these days may be used in a calendar year in cases of health issues related to immediate (or dependent) family members (for example, sickness of a child or Spouse/Partner), if needed. A medical certificate must be provided to support medical leave requests related to immediate (or dependent) family members where the absence is more than 3 (three) consecutive working days. Such certificates must be provided as soon as possible and shall be provided electronically; retroactive medical certificates will not be accepted. Any certification that is late will not be accepted and the leave will be classified as "uncertified". Additionally, a medical certificate is required in all cases of medical leave (regardless of length of absence) after 7 (seven) days of uncertified medical leave in a calendar year (including uncertified family medical leave).
- 8.2.6 Staff Members may agree with their supervisors to adjust their working schedule to attend medical appointments where this requires absence from the office of 1-2 hours by compensating for this time during other working days. Such absences do not require medical certification or filing of a leave application. However, previous agreement with the supervisor is required.
- 8.2.7 A Staff Member unable to work because of an accident or illness accepted by the Crop Trust as work-related, will be granted short-term disability paid leave at full pay to a total of 6 (six) months, without deduction from medical leave credits. The work-related nature must be documented in a medical report prepared by a medical practitioner. The Crop Trust may request an external evaluation of such medical report.
- 8.2.8 Extended Medical Leave
- a. In cases where a Staff Member who has exhausted all entitlements to medical leave and also all accrued annual leave due to an extended illness or accident that is not work-related, extended medical leave with full or partial pay may be authorized by the Executive Director.
  - b. To receive consideration for extended medical leave, a Staff Member shall provide a medical certificate indicating the reasons for the absence and the expected duration of absence.
  - c. Such extended medical leave is granted solely for the purpose of providing a bridge to the Staff Member to become eligible for disability benefits under the Organization's social security scheme. Extended medical leave will be paid for a maximum period of 6 (six) months.
  - d. A Staff Member may from time to time be required to submit a medical certificate as to the state of their health or to undergo examination by a medical practitioner designated by the Executive Director. If, based on the medical report, the Executive

Director is satisfied that the Staff Member on extended medical leave is fit to resume their duties, they may refuse to grant further extended medical leave or cancel leave already granted. If the Staff Member so requests, documentation supporting continued absences that have been denied by the Executive Director may be referred to an independent medical practitioner acceptable both to the Executive Director and the Staff Member for review and recommendation.

- e. Annual leave shall not be earned during any authorized period of extended medical leave.

#### 8.2.9 Long-Term Disability

- a. The Long-Term Disability Insurance plan will provide disability payments starting the 181st calendar day if the Staff Member is still unable to work.
- b. In case of medical absence for more than 180 calendar days, unused medical leave may be used at a rate of 40% to top up the partial disability insurance rate (60%) to a full 100% of salary.

### **8.3 Maternity Leave**

8.3.1 A Regular Staff Member who has worked for the Crop Trust for at least 9 (nine) months, is entitled to maternity leave for up to a maximum of 16 (sixteen) weeks at full pay in the case of a single birth, or a maximum of 20 (twenty) weeks in the case of multiple births. Staff who have worked for less than 9 (nine) months will be entitled to maternity leave on a pro-rated basis.

8.3.2 Staff who work on a part-time schedule shall be entitled to maternity leave for the full period of sixteen (16) weeks but shall receive leave credit at the same percentage as their part-time schedule during the maternity leave period (for example, a Staff Member on a 50% schedule shall receive maternity leave at 50% for sixteen (16) weeks).

8.3.3 The request for maternity leave must be made at least 3 (three) months before the expected date of delivery and must be accompanied by a certificate from a medical practitioner indicating the expected date of delivery.

8.3.4 The maternity leave will comprise a pre-delivery and post-delivery period. Pre-delivery period will commence 6 (six) weeks before the anticipated date of delivery.

8.3.5 If the Staff Member is on medical leave for any problem associated with the pregnancy prior to commencing maternity leave, and then subsequently gives birth earlier than the anticipated delivery date, any continuous period of such medical leave that falls within the 6 (six) week period immediately prior to the actual delivery date will be charged against the maternity leave entitlement.

8.3.6 At the Staff Member's request, and upon production of a medical certificate certifying that they are fit to work, a shorter period of pre-delivery leave may be granted, provided it is not less than 2 (two) weeks.

- 8.3.7 If a shorter period of pre-delivery leave is granted, the Staff Member may also be permitted to work part-time for the period between the sixth and the second week preceding the expected date of delivery. During this period of part-time work, the Staff Member's working hours may be reduced by up to 50% of a normal full-time schedule. A Staff Member who chooses this option may elect for the working hours charged to her maternity leave entitlement to be reduced accordingly, or otherwise for her salary and related benefits to be pro-rated in accordance with her part-time schedule during this period. The Staff Member may also negotiate the option of working from home with her supervisor provided that the nature of the job would enable such an arrangement, and this is considered to be in the interests of the Organization.
- 8.3.8 Staff Members who are working during a reduced pre-delivery period will not be granted medical leave for any problem associated with the pregnancy during this period. Such absences will be charged against the maternity leave entitlement.
- 8.3.9 If less than 6 (six) weeks of pre-delivery leave is approved, and it subsequently becomes apparent that they are not physically fit to continue working, the Organization may require her to commence her maternity leave at once.
- 8.3.10 Post-delivery leave shall extend for a period equivalent to the difference between sixteen weeks and the actual period of pre-delivery leave taken before the birth.
- 8.3.11 No medical leave shall be granted during the maternity leave period. If the Staff Member is unable to return to work upon expiration of the maternity leave due to ill health, medical leave may be granted upon presentation of a medical certificate.
- 8.3.12 Annual leave shall not be earned during any authorized period of maternity leave.
- 8.3.13 A Staff Member who is granted maternity leave as set forth above, and who resumes her employment upon the expiration of the maternity leave, shall be guaranteed reinstatement in the same or comparable position occupied by her at the time they commenced maternity leave.
- 8.3.14 A Staff Member wishing to stay away from work for longer than the stipulated period in order to care for the infant may apply for special leave without pay if no vacation leave credit is available. Provided the total absence does not exceed 6 (six) months, the Crop Trust will reinstate the Staff Member upon return from such extended leave in the same position occupied by her at the time they commenced maternity leave, or in a comparable position with not less than the salary and benefits to which they were entitled at the beginning of the maternity leave.
- 8.3.15 If the appointment of a Staff Member is due to expire during the period of maternity leave, without prejudice to the normal contract renewal procedure, the appointment shall in all cases be extended to cover the full duration of the maternity leave. This policy does not apply in cases where the contract expires more than six weeks before the anticipated date of delivery. Under no circumstances should the fact that a Staff Member is, or will be, on maternity leave be a factor affecting a decision on contract renewal.
- 8.3.16 When an appointment is extended solely to enable a Staff Member to utilize her maternity leave entitlement, no credit towards annual leave or medical leave shall be accrued during the period of extension.

- 8.3.17 Where both parents are Staff Members, both parents are eligible for parental leave in the amounts specified in the relevant articles of this section (Maternity, Paternity, Adoption Leave).
- 8.3.18 A mother who needs to leave the work premises to nurse her child or express milk shall be given up to 2 (two) hours daily including commuting time for that purpose until the child reaches 1 (one) year of age. The timing of these daily absences shall be agreed between the Staff Member and their supervisor and, should to the greatest extent possible, be determined by the needs of the Staff Member.

#### **8.4 Paternity Leave**

- 8.4.1 Regular Staff Members are entitled to a maximum of 10 (ten) weeks of paid leave in the event of their wife or recognized Partner giving birth, to be taken during birth or within the first year after the birth.
- 8.4.2 Where both parents are Staff Members, both parents are eligible for parental leave in the amounts specified in the relevant articles of this section (Maternity, Paternity, Adoption Leave).
- 8.4.3 Annual leave shall not be earned during any period of paternity leave.

#### **8.5 Adoption Leave**

- 8.5.1 Upon the presentation of satisfactory evidence of the adoption of a child, a Regular Staff Member shall be entitled to adoption leave with full pay for a total period of 10 (ten) weeks provided that the adopted child is not stepchild nor has been living with the Staff Member for an extended period.
- 8.5.2 Special leave for adoption purposes must be taken on a continuous basis starting from the date of child's arrival in the adopting Staff Member's home.
- 8.5.3 Where both parents are Staff Members, both parents are eligible for parental leave in the amounts specified in the relevant articles of this section (Maternity, Paternity, Adoption Leave).
- 8.5.4 Annual leave shall not be earned during any authorized period of adoption leave.

#### **8.6 Special Leave**

- 8.6.1 The Executive Director may authorize special leave in exceptional cases, including study leave, and may grant this with pay or benefits, without pay or benefits or with partial pay and/or benefits, as they deem appropriate.
- 8.6.2 As per article 8.1.7 annual leave shall not be earned during any period of special leave in excess of 4 (four) weeks.

#### **8.7 Compassionate Leave**

- 8.7.1 All Regular Staff Members are entitled to up to 3 (three) days of paid leave, and travel time by the most direct route, in the event of a serious illness or death of an immediate member of the Staff Member's and Spouse's/Partner's family (parents, children, brothers and sisters). All time over the 3 (three) days and travel time must be charged to the 11 (eleven) days medical leave under article 8.2.5 if not already utilized or may be taken as leave without pay upon prior approval.



## **9. PERFORMANCE ASSESSMENT AND STAFF DEVELOPMENT**

### **9.1 Performance Assessment**

- 9.1.1 Every Staff Member will have their work performance and contribution towards the Crop Trust's objectives evaluated periodically.
- 9.1.2 The Crop Trust's Performance Management System is based on a formal Performance Agreement that is negotiated annually between each Staff Member and their supervisor. It is based on the Staff Member's individual workplan that should contribute to and be aligned with the Organization's larger strategic goals.
- 9.1.3 The Staff Member's performance is appraised at the end of each annual cycle. A written assessment of performance against planned outputs is undertaken using a standard rating system.
- 9.1.4 At least one formal mid-cycle review shall be conducted to discuss progress with work, any changes in institutional or group priorities that will have an impact on the Staff Member's workplan and issues such as professional development needs and performance expectations. Additional informal periodic reviews are encouraged.
- 9.1.5 The performance assessment exercise shall be utilized to identify areas where Staff development may be required or opportune.
- 9.1.6 All performance agreements are treated as confidential. Written permission of the Staff Member is required for them to be made available to persons other than the Staff Member or their immediate and higher-level supervisors.
- 9.1.7 The Performance Management System is compulsory for all Regular Staff Members (except the Executive Director whose performance is evaluated by the Executive Board). Participation in the system forms the basis for contract renewal, salary assessments and Staff development opportunities. For more information see the General Remuneration Policies section of this Manual.
- 9.1.8 Participation in the Performance Management System is encouraged but optional for Temporary Staff who are to be employed by the Crop Trust for a minimum of 6 (six) months.
- 9.1.9 The Crop Trust's performance assessment guidelines are provided in Annex D.
- 9.1.10 Guidelines on processes to follow in cases of disagreement on an annual performance assessment are provided in Annex E.
- 9.1.11 Guidelines on processes to follow in cases of change of supervisor/position (including new Staff joining) during a performance assessment cycle are provided in Annex F.
- 9.1.12 Performance assessment of the Executive Director is handled by the Executive Board.

### **9.2 Staff Development**

- 9.2.1 Staff development is an investment in the future of the Organization and the individual. The Crop Trust wishes to encourage all Staff to both maintain and add to their abilities to master and improve the skills required in the position they currently hold or to which they might next be assigned.

- 9.2.2 The Organization shall endeavor to provide appropriate staff development utilizing internal or external facilities for the purpose of:
- a. Introducing new Staff Members to the objectives and functions of the Crop Trust, personnel policies, programs, procedures, and rules related to the Staff Members' work and responsibilities; and
  - b. Sustaining and improving the skills and knowledge required of Staff Members in their present or future work with the Crop Trust.
- 9.2.3 Staff development needs shall normally be addressed in the context of the performance assessment exercise described above. Training must have a clear and direct relationship to the Crop Trust's overall program direction and goals as well as to the Staff Member's abilities and responsibilities with the Organization.
- 9.2.4 In considering requests for Staff Development, the Crop Trust must balance longer-term, strategic needs with shorter-term operational needs of the Organization. Consequently, management must retain flexibility in the ability to resource any staff development requests.
- 9.2.5 Where possible, opportunities for internal staff development activities (such as in-house peer-to-peer training and self-learning) will be promoted.
- 9.2.6 All Regular Staff Members are eligible to apply for staff development opportunities when they are available.
- 9.2.7 In the interest of equity, resources for staff development shall be accessible to all Regular Staff with equal application of criteria for evaluating development requests.
- 9.2.8 Should the Staff Member resign sooner than 1 (one) year after completing the staff development activity, they will be required to repay the Organization for the cost of the staff development on a pro-rated basis.
- 9.2.9 At the end of a learning activity, the Staff Member is expected to evaluate the activity to indicate to what extent their learning goals and expectations have been met. In addition, approximately 6 (six) months following completion, the supervisor will be requested to evaluate the impact of the staff development on work performance.

## **10. SEPARATION**

### **10.1 Completion of Appointment**

- 10.1.1 A Staff Member may be separated from the Organization for any of the following reasons:
- a. Expiration of fixed-term contract.
  - b. Resignation.
  - c. Attainment of retirement age.
  - d. Termination by the Organization.
  - e. Death.

### **10.2 Expiration of Fixed-Term Contract**

- 10.2.1 Upon completion of a fixed-term appointment in good standing, a Regular Staff Member is entitled to the following payments if their contract is not renewed:
- a. Payment of Base Salary to the last day of appointment.
  - b. Payment of earned but unused vacation leave.
  - c. Continuation of Group Insurance Plans to the last day of the month when employment terminates, as stipulated in the Plan documents.
  - d. Payment of retirement plan contributions on final salary and on earned but unused vacation leave in accordance with article 8.1.5.
- 10.2.2 The Crop Trust's additional responsibilities to Professional Regular Staff Members are as follows:
- a. Payment of Base Salary for days of direct travel time between Bonn, Germany and the Authorized Home Location.
  - b. Air ticket between Bonn, Germany and the Authorized Home Location for each authorized Dependent and Staff Member.
  - c. Arrangements for, or the reimbursement of, shipment of personal possessions between Bonn, Germany and the Authorized Home Location.

### **10.3 Resignation**

- 10.3.1 A Regular Staff Member who resigns, with requisite months of notice, has the same separation entitlements as provided under section 10.2 above.

### **10.4 Retirement**

- 10.4.1 Regular Staff Members shall normally retire on reaching the age of 65 (sixty-five). The Executive Director may, on an extraordinary basis, extend the retirement age of a Regular Staff Member if two conditions are met:
- a. The Executive Director concludes that such extension is in the best interests of the Organization; and
  - b. The Executive Board has given its prior approval in cases where the extension is for more than one year beyond the normal retirement age.
- 10.4.2 Where the extension relates to the appointment of the Executive Director, the decision to extend rests with the Executive Board.

- 10.4.3 Base salary, benefits, allowances, and entitlements will continue for those taking delayed retirement, with the exception that contributions to the Retirement Plan cease at age 65.

## **10.5 Termination**

- 10.5.1 Termination is defined as the separation of a Staff Member which is initiated by the Organization. The Organization has the right to terminate the contract of a Staff Member for due and valid reasons, such as:
- a. for unsatisfactory performance
  - b. as a result of a long-term disability
  - c. as a result of disciplinary action
  - d. redundancy
  - e. an unauthorized absence exceeding 5 (five) days for which no satisfactory explanation has been offered.

## **10.6 Termination for Unsatisfactory Performance**

- 10.6.1 The contract of a Staff Member may be terminated if their performance, assessed in accordance with the Performance Assessment process established in the PPPM, is not satisfactory.
- 10.6.2 After careful consideration and review of a Staff Member's unsatisfactory performance, the Executive Director will give written notification to the Staff Member of an intention to terminate their appointment unless significant improvement can be achieved within a reasonable and stated period of time. A second review will be held towards the end of that period and a final decision communicated to the Staff Member concerning their continuance or termination.
- 10.6.3 In case of termination for unsatisfactory performance a Staff Member has the following separation entitlements:
- a. Payment of Base Salary to the last day of appointment.
  - b. Payment of earned but unused vacation leave.
  - c. Continuation of Group Insurance Plans to the last day of the month when employment terminates, as stipulated in the Plan documents.
  - d. Payment of retirement plan contributions on final salary and on earned but unused vacation leave in accordance with article 8.1.5.
- 10.6.4 The Crop Trust's additional responsibilities to Professional Regular Staff Members are as follows:
- a. Payment of Base Salary for days of direct travel time between Bonn, Germany and the Authorized Home Location.
  - b. Air ticket between Bonn, Germany, and the Authorized Home Location for each authorized Dependent and Staff Member.
  - c. Arrangements for, or the reimbursement of, shipment of personal possessions between Bonn, Germany, and the Authorized Home Location.

## **10.7 Termination During or at the End of the Initial Probationary Period**

- 10.7.1 The Organization must ensure that in cases of unsatisfactory performance or other shortcomings, at any time during the probationary period, probationers are given timely feedback so that measures can be taken to remedy the situation.

- 10.7.2 In case of termination during or at the end of the probationary period the Staff Member has the same separation entitlements as in section 10.2 above (Expiration of Fixed-Term Contract).

### **10.8 Termination as a Result of Long-Term Disability**

- 10.8.1 During the course of an appointment a Regular Staff Member may no longer be able to carry out their assigned duties and responsibilities because of a serious physical or medical disability. In such circumstances the Executive Director, on professional medical advice, shall place the Staff Member on medical leave. This medical leave may be supplemented as necessary by the use of vacation leave credit and short-term disability payments by the Crop Trust for a period of 6 (six) months. The Staff Member's responsibility will then be transferred to the Long-Term Disability Insurance Plan.
- 10.8.2 When a Staff Member is transferred to the Long-Term Disability Insurance Plan, their appointment will be terminated, and the Crop Trust will provide the arrangements and entitlements under section 10.2 (Expiration of Fixed-Term Contract).
- 10.8.3 The Executive Director, on professional medical advice, shall transfer a Professional Regular Staff Member and Dependents to their Authorized Home Location prior to their termination of appointment.

### **10.9 Termination as a Result of Disciplinary Action**

- 10.9.1 A Staff Member's appointment may be terminated as a result of a disciplinary penalty imposed under the procedure described in section 12.2 of this Manual.
- 10.9.2 In case of termination as a result for disciplinary action the Executive Director will determine the termination conditions and entitlements taking into account the specific circumstances of each case.

### **10.10 Redundancy**

- 10.10.1 A position is defined as redundant when it is considered in excess of requirements, for example as a result of retrenchment stemming from changed operational needs or because the nature of the duties and requirements of the post have changed to an extent to which that the post in question is abolished and another post needs to be established with different duties and requirements.
- 10.10.2 In such cases the Organization has the right to terminate the contract of a Regular Staff Member whose post is made redundant and for whom no suitable alternative internal placement is found. Should the Staff Member find employment outside of the Crop Trust and resign between the time they are formally notified of the redundancy and the last day of employment, they will not be entitled to the redundancy indemnity upon separation.

10.10.3 Redundancy indemnity: If the employment of a Regular Staff Member is terminated by the Crop Trust before the expiration date of the appointment, except in the case of termination for unsatisfactory performance or for disciplinary reasons, in addition to the end of contract payments under section 10.2 (Expiration of Fixed-Term Contract), a Staff Member will receive payment of a redundancy indemnity equal to the Base Salary for 12 (twelve) months or to the end of the appointment, whichever is less.

### **10.11 Death**

10.11.1 If a Staff Member dies during their appointment, their designed beneficiaries will receive all the entitlements as defined in section 10.2 calculated to the last day of the month in which death occurred. The Executive Director will determine the Crop Trust's response to the family and provide any further assistance to help alleviate the difficulties they may experience in coping with the situation and returning to their Authorized Home Location.

### **10.12 Notice**

10.12.1 A minimum notice of 90 (ninety) calendar days shall be given in writing by the Crop Trust to a Regular Staff Member in effecting separation under any of the circumstances set out in articles 10.1.1.a and 10.1.1.d above except that in the event of dismissal with notice as a disciplinary measure the Executive Director may reduce the period of notice to no less than 30 (thirty) calendar days. No notice shall be required in effecting a summary dismissal under article 12.2.4.

10.12.2 A Regular Staff Member shall notify the Crop Trust in writing a reasonable time in advance of the Staff Member's intention to resign or take early retirement. In this context a reasonable time shall mean:

- a. Professional positions as defined in section 4 above: 90 (ninety) calendar days, unless a longer period is specified in the Letter of Appointment.
- b. General Service positions as defined in section 4 above: 30 (thirty) calendar days.

These periods may be reduced with the approval of the Executive Director.

10.12.3 Unless dismissed without notice, Members of the Complementary Staff shall give or receive the period of notice specified in their contracts of employment.

## **11. OMBUDSPERSONS**

### **11.1 Purpose**

- 11.1.1 Ombudspersons will be appointed among the Crop Trust Staff Members as an informal component of the grievance system with a view to providing an amicable, alternate, and additional way for addressing and resolving work-related issues of Staff Members through dialogue.

### **11.2 Scope**

- 11.2.1 The Ombudspersons shall serve the Crop Trust Staff Members to help to informally resolve any work-related conflict a Staff Member may have and only to the extent allowed by the affected Staff Member.
- 11.2.2 Acting as an Ombudsperson is a voluntary service provided by the appointed Staff Members to their fellow Staff Members. The Crop Trust grants Ombudspersons up to 5% of their working time for their service.
- 11.2.3 The services of the Ombudspersons are a complementary offer to Staff Members and therefore voluntary and not a formal requirement nor a stage that must be exhausted in any grievance or Whistleblower process. However, an Ombudsperson shall be included as an unbiased observer in formal processes should the affected Staff Member decide so.
- 11.2.4 The Crop Trust encourages the Ombudspersons to undergo training in conflict management or mediation. The Organization will identify and pay for an appropriate training course that the Ombudspersons may participate in.

### **11.3 Appointment**

- 11.3.1 Two Ombudspersons shall be appointed among volunteering Staff candidates by a majority vote by Staff as a whole. 50% of Staff shall constitute a quorum for elections of Ombudspersons. If this quorum is not met in a first ballot, a second ballot with no quorum applying shall follow.
- 11.3.2 The Ombudspersons shall serve for a two-year term with the possibility of continuation following the appointment process set out above.
- 11.3.3 The Ombudspersons shall not be retaliated against, either formally or informally, for their actions conducted in good faith and in their capacity as Ombudspersons, save for the cases where such actions constitute a misconduct under the PPPM. Any act of retaliation shall on its own constitute a misconduct and be addressed under the relevant clauses of the PPPM.

### **11.4 Operating Principles**

- 11.4.1 Ombudspersons are impartial and act independently from any reporting lines, teams, and organizational units.
- 11.4.2 Ombudspersons, when approached with a conflict by an affected Staff Member, shall opt for resolving the issue through dialogue and informal and amicable methods, to the extent possible and allowed by the affected Staff Member.
- 11.4.3 Staff Members are encouraged to benefit from the services of the Ombudspersons with a view to settling their conflicts through amicable dialogue and informal settlement. No Staff Member who brings a matter to the attention of an Ombudsperson, provides information to them, uses their services, or pursues a resolution of conflict shall be subject to any reprisal for the reason of them having sought assistance of an Ombudsperson.
- 11.4.4 The Staff Member is free to approach only one or both Ombudspersons. In case the Staff Member approaches only one of the Ombudspersons, the relevant Ombudsperson shall not reveal the matter to the other Ombudsperson unless the Staff Member gives consent to that end.
- 11.4.5 As a designated neutral party, an Ombudsperson shall remain impartial and have no personal interest or stake in the outcome of an issue. An Ombudsperson shall consider the legitimate concerns and interest of all individuals affected by the matter under consideration.
- 11.4.6 An Ombudsperson shall advocate for fairness and equitably administered processes and shall not advocate on behalf of any party.
- 11.4.7 The Ombudspersons shall not have any decision-making power. However, provided the explicit agreement of the mandating Staff, the Ombudsperson shall advise and make suggestions and recommendations, as well as take the issue directly to the relevant organizational entity, including but not limited to, the HR office or Executive Committee, as appropriate, on actions needed to settle conflicts, taking into account the rights, equities, and obligations existing between the Crop Trust and the Staff Member.
- 11.4.8 An Ombudsperson shall exercise sole discretion over whether or how to act regarding Staff concerns provided that the Staff Member concerned gives consent to further action to be taken on the issue. All Staff, including Ombudspersons, may also initiate action on a concern identified through their direct observation.
- 11.4.9 An Ombudsperson shall not determine rights, and procedures conducted by an Ombudsperson do not constitute formal adjudicative or investigatory procedures, nor shall Ombudspersons keep records for the Crop Trust or accept notice on behalf of the Crop Trust.
- 11.4.10 If requested by the Staff Member who is the subject of the disciplinary investigation or by a Staff Member submitting an appeal, an Ombudsperson shall attend disciplinary hearings and be included in the decision-making processes as an impartial observer. Under no circumstance shall the Ombudsperson be a formal member of the disciplinary or appeals panel or have a decision-making power whatsoever.
- 11.4.11 A Staff Member who is merely called on to give a statement as a witness during a disciplinary or appeals investigation, may request to be accompanied by an Ombudsperson for the duration of their statement only, without prejudice to their right to approach Ombudspersons informally.



11.4.12 An Ombudsperson shall explore opportunities to also discuss with a Staff Member, potential options of solving conflicts informally. The decision on getting conflicts solved formally still lays solely with the affected Staff Member.

## **11.5 Confidentiality**

11.5.1 Any matter brought to the attention of an Ombudsperson shall be maintained strictly confidential. An Ombudsperson shall take every reasonable action to safeguard confidentiality and privileged information, including the identity of the individual with whom the Ombudsperson had contact.

11.5.2 An Ombudsperson shall take specific action relating to the matter only with the express written permission of the individual Staff Member and only to the extent permitted by the Staff Member concerned, and even then, at the sole discretion of the Ombudsperson.

11.5.3 The confidentiality can be waived only and exhaustively when:

- a. There appears to be an imminent risk of serious harm with no other reasonable option but to breach confidentiality; or
- b. The issue brought to the attention of the Ombudsperson constitutes, or there is a serious reason to believe that it will constitute, a criminal offense, the non-disclosure of which will hold the Ombudsperson liable.

11.5.4 In cases where confidentiality is waived, the Ombudsperson shall, to the extent possible under the circumstances, keep the identity of the disclosing Staff Member confidential.

## **11.6 Reporting**

11.6.1 The Ombudspersons shall identify, analyze, and report on the broad systemic issues and make recommendations to Crop Trust management to improve the policies, procedures, systems and structures of the Crop Trust, without breaching confidentiality or anonymity.

11.6.2 The Ombudspersons shall have direct access to and be acknowledged by the Executive Director and other relevant entities of the Crop Trust, including the Executive Committee and relevant Directors. The Ombudspersons shall also have access to individuals within or outside the Organization that may be able to provide advice, information, or expert opinions on a particular matter.

## **11.7 Provisional Clause Regarding Initial Appointment**

11.7.1 For the first two-year term, the Ombudspersons will be appointed by the Executive Director. This provision will lose effect once the two-year term of the first appointed Ombudspersons have expired only after which the procedure set forth in the section above covering Appointment will come into effect.

## **11.8 Applicability**

11.8.1 The provisions of section 11 also apply to Consultants, Advisors/Experts and Complementary Staff of the Crop Trust.

## 12. DISCIPLINARY CODE

### 12.1 General

- 12.1.1 Staff Members facing charges of contravening the standard of conduct required of them under these regulations shall be entitled to fair and consistent treatment and to due process in accordance with the provisions set out in the PPPM.

### 12.2 Misconduct and Serious Misconduct

- 12.2.1 The Executive Director may impose disciplinary measures on Staff Members for misconduct.
- 12.2.2 Misconduct for which disciplinary measures may be imposed include, but are not limited to:
- a. Failure by a Staff Member to comply with their obligations under the Constitution, the Code of Conduct as described in this Manual, any other provisions of the PPPM and any other relevant procedures, rules, orders, conditions of appointment or to observe the standards of conduct generally expected of an international civil servant.
  - b. Unlawful acts of any kind (e.g., theft, corruption, collusion, fraud, bribery, embezzlement, money laundering, misappropriation of funds, corrupt or fraudulent financial practices or other criminal financial acts of any kind as well as any other unlawful acts of a non-financial nature) on or off the Crop Trust premises, and whether or not the Staff Member was officially on duty at the time.
  - c. Misrepresentation, forgery, or false certification in connection with any Crop Trust claim or benefit.
  - d. Misuse of office including breach of confidentiality, abuse of authority, retaliation, harassment, or threats to other Staff Members.
  - e. Misuse of the Crop Trust property, equipment, or files, including electronic files.
  - f. Abuse of the Crop Trust privileges and immunities.
  - g. Acts or behavior that would discredit the Crop Trust.
  - h. Unwillingness to perform prescribed duties in a satisfactory manner.
  - i. Unauthorized absence from duty for a period of more than 5 (five) days without a satisfactory explanation.
  - j. Making a report, accusation or statement that is shown to have been intentionally false, defamatory, or misleading, or is made with reckless disregard as to the accuracy of the information or is done with malice.
- 12.2.3 The Executive Director may summarily dismiss a Staff Member for serious misconduct. Summary dismissal is mandatory for the following acts of misconduct:
- a. Assault or intimidation of other Staff Members.
  - b. Serious cases of harassment or discrimination.
  - c. Theft, sabotage or willful damage to Crop Trust property.
  - d. Fraud or dishonesty involving the Crop Trust, or which brings the Organization into disrepute.
  - e. Giving false information in respect of educational qualifications or experience to obtain employment or cheating on any recruitment-related assessments.
- 12.2.4 A person who has been summarily dismissed must leave the Crop Trust premises on receiving advice of this penalty.

## 12.3 Disciplinary Process

- 12.3.1 The disciplinary process is described below. In all cases, the Organization will ensure a fair process in matters of discipline and appeals, by ensuring that an appropriate independent Staff Member at Director level (identified by the HR representative) is assigned in the preliminary investigation and in the formal inquiry procedures described below. In cases where two Director-level Staff are involved in the disciplinary matter, another senior level Staff Member may be assigned.
- 12.3.2 At any point in the disciplinary process described below, Staff Members may avail themselves of the support of an Ombudsperson as indicated this Manual.
- 12.3.3 The process below describes the general procedure that will be followed.
- a. Preliminary investigation
    - i. Where a Staff Member is suspected of having behaved in a manner that constitutes a breach of discipline, either through misconduct, or other substantial reason, the supervisor will conduct a preliminary investigation with minimum delay. Depending on the circumstances and the significance of the issue, the preliminary investigation may be required immediately. In the preliminary investigation, the supervisor will ascertain:
      - What is alleged to have happened.
      - What parties (within and/or external to the Crop Trust) were involved in the issue.
      - What evidence exists about the alleged offense.
      - What the impact of the alleged breach of discipline has been or is likely to be.
    - ii. Based on the outcome of the preliminary investigation, the supervisor will consult with the HR representative to decide whether a sufficient case exists to pursue the issue on a formal basis, or whether the matter should be dropped. If the case is to be pursued, the supervisor and the independent Staff Member at Director level who has been assigned by the HR representative should consult with the Executive Director as necessary.
  - b. Formal inquiry
    - i. If it is decided that there are sufficient grounds for pursuing the matter formally, the independent Staff Member at Director level (assigned by the HR representative) shall initiate a formal enquiry. The first step in the process for a formal enquiry is to advise the Staff Member verbally of the details of the suspected offense and confirm this in writing as soon as possible.
    - ii. In addition to providing the Staff Member with information about the offense to be investigated, the independent Staff Member who is assigned to conduct the formal inquiry may need to issue appropriate instructions to the Staff Member. For example, if the matter involved a complaint about assault, intimidation or harassment of another Staff Member, the Staff Member under investigation would normally be instructed to refrain from any contact with the other party until the investigation had been completed. In some circumstances it may be necessary to request the Staff Member to leave the Crop Trust premises immediately and suspend the Staff Member for a limited period, on full pay and benefits, pending the outcome of the formal review.
    - iii. The independent Staff Member who is leading the formal inquiry shall also consider the interests and circumstances of the Staff Member being investigated and ensure that the Staff Member understands their right to seek advice, including the possibility to avail themselves of the support of an Ombudsperson.

- c. Hearing
  - i. When the independent Staff Member who is leading the formal inquiry confirms the charge in writing, they shall advise the Staff Member of the date and time of a hearing, and of the Staff Member's right to be accompanied by a fellow colleague during the hearing (this colleague may be one of the Ombudspersons or another fellow colleague). The independent Staff Member who has conducted the formal inquiry will normally conduct the hearing.
  - ii. When the hearing takes place, other than in exceptional circumstances the Staff Member (and their accompanying colleague) may be present throughout the proceedings. The intention is for the Staff Member to be fully aware of the offense that they are alleged to have committed, and to have the opportunity at the appropriate time to respond to evidence taken from other parties. The independent Staff Member who has conducted the formal inquiry shall also advise the Staff Member of any information about the matter being investigated that may have been acquired from other parties who have not attended the hearing.
  - iii. After the independent Staff Member who is conducting the formal inquiry has heard, relayed, or personally provided the information relating to the alleged offense, they shall give the Staff Member the opportunity to respond and to consult with their accompanying colleague.
- d. Establishing the offense and report to the Executive Director
  - i. Within 3 (three) working days of the end of the hearings, the Staff Member will be advised whether or not the offense has been established.
  - ii. If the offense has been established, the independent Staff Member who conducted the formal inquiry will submit a confidential report to the Executive Director, within one week of the end of the hearings. This report should summarize:
    - the preliminary inquiry
    - the formal inquiry
    - the hearings
    - the conclusions and recommendations.
  - iii. After review of this report, the Staff Member will be notified about the penalty. The Staff Member will be advised of their right of appeal against the decision and/or the penalty.

## **12.4 Disciplinary Measures**

- 12.4.1 Disciplinary measures may take one or more of the following forms:
  - a. Formal written censure to be placed in the Staff Member's file for a fixed period.
  - b. Deferment, for a specified period, of eligibility for within-grade level increment.
  - c. Deferment, for a specified period, of eligibility for promotion.
  - d. Suspension without pay for a defined period.
  - e. Dismissal, with notice of termination or compensation in lieu.
  - f. Summary dismissal.
  - g. Termination of contract in the case of Consultants, Advisors/Experts and Complementary Staff of the Crop Trust.
- 12.4.2 The following measures shall not be considered to be disciplinary measures:
  - a. Oral or written warnings and reprimands.
  - b. Recovery of moneys owed to the Crop Trust.

## **12.5 Applicability**

12.5.1 The provisions of section 12 also apply to Consultants, Advisors/Experts and Complementary Staff of the Crop Trust as indicated above.

## **13. GRIEVANCES AND APPEALS**

### **13.1 General**

- 13.1.1 It is of primary concern to the Crop Trust that Staff Members should feel that they are treated fairly and equitably. The Executive Board and Management of the Crop Trust recognize that occasions may arise when a Staff Member feels that they have not received the treatment or obtained the satisfaction they were expecting, either from the Crop Trust, a supervisor or a second-level supervisor. In such a situation it is important that the Staff Member be given the opportunity to seek a review of the decision/outcome that concerns them.
- 13.1.2 All Staff Members should be given a fair hearing by the immediate supervisor, second-level supervisor or manager concerning any grievance that they may wish to raise. Where this hearing does not resolve the issue(s) to the Staff Member's satisfaction, and where it is so significant to the Staff Member that they wish to have the matter reconsidered at a higher level, there is also a formal appeals procedure.
- 13.1.3 In most cases, it is expected that Staff Members and their supervisors will be able to resolve difficulties without elevating the issue to the appeals procedure. Staff Members may also avail themselves of the opportunity to consult with an Ombudsperson with the aim of resolving work-related conflicts or issues informally. The role of the Ombudspersons is described in detail in the section "Ombudspersons" of this Manual.
- 13.1.4 Seeking evidence that attempts at conciliation have been made will form part of the inquiries of an Appeals Committee.
- 13.1.5 The provisions of section 13.1 also apply to Consultants, Advisors/Experts and Complementary Staff of the Crop Trust.

### **13.2 Right of Appeal**

- 13.2.1 All Staff Members who have been subject to disciplinary action, or feel that they have been subject to retaliation, or who have strong reasons to believe that they have not received the treatment they could expect from their employer, have the right of appeal.
- 13.2.2 An appeal should be submitted for consideration by the Appeals Committee, except in cases where the appeal is against the person of the Executive Director, in which case the Staff Member may elect to lodge the appeal directly with the Board Chair without first going through the Appeals Committee.
- 13.2.3 An appeal against the imposition of a penalty is allowed provided that the grounds of appeal are related to:
  - a. The procedural correctness of the disciplinary process.
  - b. Lack of evidence.
  - c. A claim that the penalty is unjust or unreasonable, because of a disproportionate punishment in relation to the offense.
  - d. A claim that the penalty is unwarranted because the offense did not take place.
- 13.2.4 Action based on expiration of an appointment by its own terms is not disciplinary in character, nor may such action form the basis of a grievance.

### **13.3 The Appeals Committee**

- 13.3.1 The Executive Director shall establish an Appeals Committee within the Crop Trust to advise them in cases of appeal by individual Regular Staff Members and Complementary Staff Members regarding a grievance arising out of disciplinary action or arising out of an administrative decision which Staff Members allege to be in conflict, either in substance or in form, with the terms of their appointment or with any pertinent staff regulation or administrative directive. At the request of the Staff Member, the Executive Director may render a final decision without recourse being made to the said Committee.
- 13.3.2 The Appeals Committee is an *ad hoc* body, convened by the Executive Director or their designate within 10 (ten) working days of receipt of an appeal.
- 13.3.3 The Appeals Committee shall comprise:
- a. One Staff Member appointed by the Executive Director.
  - b. A Staff Member, elected by the Staff as a whole.
  - c. An independent Chair appointed by the Executive Board.

The Executive Board shall appoint an alternate Chair to serve when the Chair is unavailable; if the Chair and alternate Chair are unavailable, the remainder of the Committee may select an *ad hoc* Chair, who shall not be a Staff Member. The Executive Director shall appoint a Secretary to the Appeals Committee and such other Staff Members as may be required for its proper functioning.

- 13.3.4 Any person who has been directly or closely involved in the case pending investigation, e.g., the relevant supervisor, is excluded from serving on the Appeals Committee.
- 13.3.5 At any point in the appeals process described herein, Staff Members may avail themselves of the support of an Ombudsperson.

### **13.4 Procedure of an Appeals Committee**

- 13.4.1 A Staff Member who wishes to lodge an appeal must present a written statement of the grounds of appeal to the HR representative within 10 (ten) working days of receipt of the disciplinary measure or the administrative action who will inform the Executive Director.
- 13.4.2 Depending on the complexity and seriousness of the grievance, the Executive Director may convene an Appeals Committee to review the case, conduct whatever additional hearings it believes required, seek outside advice if appropriate, interview all parties and take whatever other action it deems necessary to present a report and recommendation to the Executive Director. Should the Executive Director deem it necessary to convene an Appeals Committee, such Committee will be convened within 10 (ten) working days of receipt of the Staff Member's statement with grounds of appeal.
- 13.4.3 The Appeals Committee may summon any person or examine any evidence that it deems pertinent to the case under discussion.
- 13.4.4 At all hearings and meetings between the aggrieved Staff Member and the Appeals Committee, the Staff Member may be accompanied by a fellow colleague (who may be an Ombudsperson or another fellow colleague) when presenting their case.



- 13.4.5 The Staff Member has the right to present either or both a written or verbal presentation to the Appeals Committee of their case.
- 13.4.6 Within 20 (twenty) working days of the convening of an Appeals Committee, the Committee will submit its written report to the Executive Director.
- 13.4.7 The Appeals Committee report will be prepared by the Chairman in the form of a summary of the background to the appeal, a report of the proceedings of the Committee that reflects all deliberations (including dissenting views), any documents submitted to the Committee by the appellant, and the recommendation of the Committee representing the majority view.
- 13.4.8 The Executive Director will consider the report and may question any of the Committee members or the Staff Member, for clarification, before making a final decision.
- 13.4.9 Within 10 (ten) working days after the submission of the Committee's report, the Executive Director will reach a decision, which will be communicated to the Staff Member in writing. A copy of the Executive Director's letter to the Staff Member will be sent to each member of the Appeals Committee. A copy of the Executive Director's letter to the Staff Member will also be sent to the independent Staff Member at Director level who conducted formal inquiry and to the relevant supervisor.
- 13.4.10 The Executive Director's decision is final in all cases except when the Staff Member is contesting the penalties of termination or summary dismissal. Where the Executive Director decides on or confirms either of these penalties, the Staff Member may lodge a further appeal to the Board Chair or their representative.
- 13.4.11 In such cases, the Board Chair will reply to the Staff Member within 1 (one) month of receiving the appeal. Such letter will either confirm the Executive Director's decision or will request that a second and final appeal be undertaken.
- 13.4.12 In cases in which the Staff Member has appealed directly to the Board Chair without first going through the Appeals Committee process, the Chair shall decide whether an investigation should be carried out or whether the appeal should be dismissed. The Board Chair shall decide on the receivability of the appeal, and with the agreement of the appellant may instead refer it to the Appeals Committee if, in their opinion, the appeal does not specifically relate to the Executive Director. The Board Chair shall report to the full Board regarding any appeals they have received.

## **13.5 Whistleblower Protection**

- 13.5.1 "Whistleblowing" is defined as the deliberate, voluntary disclosure of any suspected or anticipated misconduct within the Organization that is within its ability to control. A Whistleblower is any Staff Member who makes such a disclosure. Retaliation against a Staff Member for reporting misconduct or for cooperating with audit or other investigations constitutes misconduct. See the Whistleblower Policy section of this Manual for a full description of the policy.
- 13.5.2 A Staff Member alleging retaliation may submit those allegations directly to the Chair of the Appeals Committee who shall advise the Executive Director on appropriate action.



- 13.5.3 The provisions of section 13.5 also apply to Consultants, Advisors/Experts and Complementary Staff of the Crop Trust.

### **13.6 Appeals to the Administrative Tribunal of the International Labor Organization**

- 13.6.1 Regular Staff Members and Complementary Staff Members may appeal against a final decision of the Executive Director to the Administrative Tribunal of the International Labor Organization in accordance with the conditions prescribed in its Statute.

### **13.7 Arbitration**

- 13.7.1 Consultants and Experts/Advisors have the right of recourse to arbitration in the case of disagreement over the interpretation or execution of their contracts that cannot be settled by negotiation in accordance with the terms and conditions of those contracts.

## **14. CONSULTANTS, ADVISORS/EXPERTS AND COMPLEMENTARY STAFF**

### **14.1 General**

- 14.1.1 In addition to Regular Staff positions, the Crop Trust recognizes the need for Consultants, Advisors/Experts and Complementary Staff who may be hired to complete a specific task or undertake activities that are limited in time and scope.

### **14.2 Consultants**

- 14.2.1 Consultants are Staff Members who are contracted for a limited period (normally not exceeding one year) to provide specialized professional expertise, skills, or knowledge, not normally available in the Organization, and for which there is no continuing need. On occasion, Consultants may also be employed to perform Professional Staff functions when regular staff resources are not immediately available.
- 14.2.2 A Consultancy contract of employment is of a definite duration during which the person appointed is contracted to provide services of a professional nature to the Crop Trust for such period of time and on such conditions as are mutually agreed in advance.
- 14.2.3 The terms of employment of Consultants shall be set out in the individual contract of employment. The terms of employment set out in PPPM sections 6-10 and elsewhere in this Manual will not be applicable unless expressly included in the individual contract.
- 14.2.4 Guidelines on recruitment and selection arrangements for Consultants can be found in Annex B.
- 14.2.5 Where a candidate is being hired for expertise/intellectual input in relation to travel (for example a set fee is foreseen for the candidate's participation and intellectual input in an event related to travel, unlinked to any specific additional outputs), then it may be appropriate to pay the candidate an Honorarium through the related travel request, rather than raise a Consultancy contract. For more information regarding when an Honorarium may be appropriate, please see the Travel Policies and Procedures Manual.

### **14.3 Advisors/Experts**

- 14.3.1 The Crop Trust aims to attract the highest possible level of expertise to contribute toward its long-term goals and objectives. Such expertise is often available with individuals who are retired, or are employed by universities, national or international research institutes. In order to acquire this specific or high-level expertise, the Crop Trust employs Advisors/Experts.
- 14.3.2 Definition – Advisors/Experts are persons who are recognized as senior experts in their field and whom the Crop Trust has contracted (generally on a longer-term basis than a Consultancy which is more suitable for a specific project-based need) to provide overarching, strategic advice to the Organization as the need arises.
- 14.3.3 Eligibility - Advisors/Experts should be recognized as senior experts in their field.
- 14.3.4 Identification and recruitment - Identification and recruitment of Advisors/Experts is made by utilizing one or more of the following methods:
- Recommendation from an external source; or
  - Recommendation from a Crop Trust Staff Member or Executive Board Member.

Proposals for persons to be appointed as Advisors/Experts should be presented to the Executive Director and should include:

- a. Terms of Reference
- b. Proposed duration of the assignment and starting date
- c. Location of employment
- d. The cost and funding source as well as an explanation for the basis of remuneration (if applicable).

Final approval for the appointment of Advisors/Experts rests with the Executive Director.

#### 14.3.5 Employment conditions

- a. Appointments are normally for two years with the possibility of renewal.
- b. The employment conditions for Advisors/Experts may vary:
  - Normally, any fees for Advisors/Experts will be limited to the payment of an agreed stipend, based on the time spent on Crop Trust work. Other arrangements may include expenses-only arrangements.
  - Advisors/Experts are not eligible for benefits such as retirement plan, medical coverage or accidental death and dismemberment insurance and are not entitled to any right, benefit, payment, or compensation except as expressly stated in their contract.
- c. The determination of conditions of employment will be made in consultation with HR and subject to approval by the Executive Director.

### **14.4 Complementary Staff**

#### 14.4.1 Complementary Staff include:

- Temporary Staff
- Interns
- Fellows
- Associate Experts
- Persons on Secondment

#### 14.4.2 Temporary Staff

14.4.2.1 Definition - Temporary Staff are generally employed when there are peaks of workload that require additional resources or to replace a Regular Staff Member on prolonged medical leave or maternity leave, when such a replacement is justified.

14.4.2.2 Eligibility - The candidate selected must satisfy the basic requirements the employment calls for in terms of education and experience.

14.4.2.3 Recruitment - For Temporary Staff employed for a period of 3 (three) months or less no selection panel is necessary. If the services of a Temporary Staff Member are required for a period of more than 3 (three) months, a limited recruitment process, to be determined by the HR representative, will be required. Guidelines on recruitment and selection arrangements for Temporary Staff can be found in Annex B.

#### 14.4.2.4 Employment conditions

- a. The HR representative will determine the skills and experience required by a candidate (in consultation with the hiring manager) and will make a determination of the level of the position for the purposes of setting remuneration.
- b. For Temporary Staff employed for a period of more than 3 (three) months, the Organization will provide limited medical insurance coverage.
- c. Temporary Staff employed for a period of up to 3 (three) months are not entitled to

- paid vacation leave or medical leave. Any absences will be treated as unpaid leave.
- d. Temporary Staff employed for a period of more than 3 (three) months are entitled to vacation leave of 2.5 (two and one-half) days and medical leave of 2 (two) days per month of service commencing from the fourth month of service until the end of the temporary appointment. In cases where the hiring manager subsequently extends the initial appointment of a Temporary Staff Member resulting in a total period of continuous appointment of more than 3 (three) months, the above leave entitlements will apply to the extension period only.
  - e. Temporary Staff are not eligible to participate in the retirement plan, and are not entitled to any right, benefit, payment, or compensation except as expressly stated in their contract.
  - f. The contract of a Temporary Staff Member may be terminated by either party by giving formal written notice to the other party. For temporary contracts with duration of more than three months, at least two weeks' notice will be provided. No notice shall be required in effecting a summary dismissal described under section 12 of this Manual.
  - g. The notice period for Temporary Staff will be specified in their contract of employment.
  - h. No temporary employment can be extended beyond a continuing total period of 11 (eleven) months. After eleven months any temporary employment must be discontinued. The same person cannot be recruited as Temporary Staff Member until a period of 1 (one) month has elapsed.

#### 14.4.3 Interns

##### 14.4.3.1 The Crop Trust has three major objectives for engaging Interns:

- a. To offer young undergraduate students (or recent graduates) an opportunity to acquire direct practical experience in their field of specialization.
- b. To promote a better understanding of the Crop Trust.
- c. To provide the Crop Trust with the assistance of outstanding young students specializing in fields relevant to its activities.

##### 14.4.3.2 Interns will be fully involved in the work program of the group that has selected them for an internship and will be assigned a specific task with defined outputs, carrying out their assignments under the supervision of a Professional Staff Member. The supervisor must be prepared to invest considerable time in the guidance and supervision of Interns.

##### 14.4.3.3 Eligibility - Applicants for Crop Trust internships must be currently enrolled in a university or graduate school and have completed at least 2 (two) years of undergraduate studies, or alternatively, have completed their undergraduate level university studies within the past 6 (six) months.

##### 14.4.3.4 Employment conditions

- a. Interns may be employed for a maximum period of 1 (one) year, with a possible extension for a further period of up to 6 (six) months. Interns will not be considered Regular Staff Members.
- b. Interns do not receive any payment from the Crop Trust and must be fully supported by the sponsoring university or by the intern himself or herself.
- c. Interns employed for a period of more than 3 (three) months are entitled to vacation leave of 2.5 (two and one-half) days and medical leave of 2 (two) days per month of service commencing from the fourth month of service until the end of the internship appointment. In cases where the hiring manager subsequently extends the initial appointment of an intern resulting in a total period of continuous appointment of more than 3 (three) months, the above leave entitlements will apply to the extension period only.

- d. Interns are not eligible for benefits such as retirement plan, medical coverage or accidental death and dismemberment insurance, and are not entitled to any right, benefit, payment or compensation except as expressly stated in their contract.
- e. The notice period for interns will be specified in their contract of employment.

14.4.4 Supervisors are required to provide appropriate activities for the Intern's area of interest and shall be required to provide clarity on performance expectations. Interns and supervisors will be required to complete an evaluation form to document the performance expectations, but also to allow the Intern to provide feedback to the Organization on the internship experience.

#### 14.4.5 Fellows

14.4.5.1 Definition - The employment of Fellows aims to promote a better understanding of the Crop Trust, provides the Crop Trust with the assistance of recent graduates specializing in fields relevant to the Organization's activities, and offers an exceptional first employment experience to young graduates of Masters, or other post-graduate programs.

- a. Fellows are involved in the work of the Crop Trust, carrying out their assignments under the supervision of one or more professional Staff Members. Although these young professionals are expected to make contributions to the work and objectives of the Crop Trust, their work needs to be closely supervised and guided. Designated supervisors must be prepared to invest considerable time in the guidance and supervision of Fellows.
- b. Fellows are not considered Regular Staff Members. There are three reasons for this:
  - Their assignment is limited in time;
  - They do not hold positions which have been identified as long-term positions; and
  - Their recruitment may be handled without going through a full recruitment process.

14.4.5.2 Eligibility - Fellows must possess a master's degree (or other post-graduate degree) in an area that is relevant to the Crop Trust and demonstrate an interest in the specific area in which they may operate at the Crop Trust. They will normally be recent graduates who have completed their master's degree and have no or very limited professional experience.

#### 14.4.5.3 Recruitment

- a. Following consultation with the HR representative, the unit head will submit a proposal to employ a Fellow, to the HR representative together with a copy of the candidate's resume. The proposal should include:
  - Terms of Reference
  - Starting date and duration of the assignment
  - Basis of remuneration
  - The cost and funding source.
- b. Recruitment is made by utilizing one or more of the following methods:
  - Through unsolicited requests by students or recent graduates seeking such experience
  - Recommendation from an external source
  - Recommendation from a Crop Trust Staff Member.
  - Advertisement through relevant media, networks and organizations
- c. Fellows will normally be recruited locally. In case of recruitment outside of Germany, the reasons for such recruitment and its cost implications will be determined in consultation with the HR representative.

#### 14.4.5.4 Employment conditions

- a. Fellows may be recruited for a limited period of time, of not less than one year and not exceeding a period of two years.
- b. The employment conditions of Fellows shall be as follows:
  - They will be paid a salary within the Junior Support category (Level 1) of the Regular Staff salary scale. The salary will be set in consultation with the HR representative.
  - They will be included in the Crop Trust insurance schemes and retirement plan.
  - Fellows will be entitled to annual leave accumulated at 2.5 days per month and 22 (twenty-two) days of medical leave per year (if needed). 11 (eleven) of these days per year may be used for illness of immediate family members, if needed. Fellows must provide a medical certificate to support all medical leave of more than 3 (three) consecutive days. In cases where a Fellow takes more than 3 (three) consecutive days of family medical leave a medical certificate must also be provided for the immediate family member concerned.
  - Where the Fellow is recruited for a position outside of their Home Country, the following additional conditions may apply:
    - Reimbursement of the costs of travel to and from their home city/country to Bonn.
    - Fellows are not entitled to any right, benefit, payment, or compensation except as expressly stated in their contract.

14.4.6 Supervisors are required to provide appropriate activities for the Fellow's area of interest and shall be required to provide clarity on performance expectations. Fellows and supervisors will be required to complete an evaluation form to document the performance expectations, but also to allow the Fellow to provide feedback to the Organization on the internship experience.

#### 14.4.7 Associate Experts

14.4.7.1 Some donor countries establish and finance schemes whereby young professionals can be assigned for a limited number of years to international development efforts, such as the Crop Trust. These young professionals who have completed their masters or doctoral degree, are selected in agreement between the sponsoring agency and the Crop Trust. The employment of Associate Experts promotes a better understanding of the Crop Trust and provides the Crop Trust with the assistance of outstanding young students specializing in fields relevant to the Organization's activities. Associate Experts are fully involved in the work program, carrying out their assignments under the supervision of one or more professional Staff Members. Although these young professionals make major contributions to work and objectives of the Crop Trust, their work needs to be supervised and guided. Therefore, designated supervisors must be prepared to invest time in the guidance and supervision of Associate Experts.

14.4.7.2 Associate Experts are not considered Regular Staff Members. There are three reasons for this:

- a. Their assignment is limited in time by the originating agency.
- b. They do not hold positions which have been identified as part of the long-term Crop Trust positions.
- c. Their recruitment may be handled by the originating agency, rather than through international advertisements.

14.4.7.3 Eligibility - Eligibility criteria differ from country to country and are dictated by the country recruiting the Associate Expert.

- 14.4.7.4 Recruitment - The selection process of Associate Experts may be handled by the originating agency and/or the Crop Trust.
- 14.4.7.5 Employment conditions - Associate Experts may be employed directly by their sponsoring government, which may also establish compensation and other benefits, or as Crop Trust Staff. In the latter case the conditions of employment will be agreed with the sponsoring government.
- 14.4.7.6 Guidelines concerning the supervision of Associate Experts can be found in Annex C.
- 14.4.8 Persons on Secondment to the Crop Trust
- 14.4.8.1 Salaries and other benefits of Persons on Secondment shall be as established by agreement between the Crop Trust and the parent employer.
- 14.4.8.2 During a Secondment, the Staff Member will retain the right of employment in the parent employer but, except as otherwise agreed between the parent employer and the Crop Trust, be under the supervision of the Crop Trust and subject to the staff regulations of the Crop Trust outlined in this PPPM.
- 14.4.8.3 On the completion of the duration of assignment, a Person on Secondment to the Crop Trust, will return to the parent employer or otherwise conclude the assignment, unless the duration of Secondment is extended by agreement between the two Organizations with the consent of the Staff Member concerned.

## 15. WHISTLEBLOWER POLICY

### 15.1 Commitments and Principles

- 15.1.1 The Crop Trust and its Executive Board are committed to the highest standards of accountability and transparency and to ensuring that its operations and resources are managed efficiently, ethically, and lawfully. The Crop Trust is also committed to fostering an ethical, inclusive and safe working environment.
- 15.1.2 An important element of accountability and transparency is the ability for individuals, including, but not limited to, Crop Trust Staff to report concerns about unlawful or unethical conduct in a responsible and effective way without fear of retaliation. The Crop Trust will not tolerate retaliation against an individual who, in good faith, reports any concerns of wrongdoings or suspicions of misconduct of the Crop Trust rules, policies or procedures or of applicable local laws.

### 15.2 Purpose and Scope

- 15.2.1 In line with the commitments and principles mentioned above, this Policy:
- Sets out the mechanisms for reporting misconduct; and
  - Establishes the procedures for protecting Whistleblowers from retaliation.

### 15.3 Definitions

- 15.3.1 **Whistleblowing** is defined as the deliberate, voluntary disclosure of any witnessed or suspected misconduct within the Organization that involves Crop Trust Staff or its partners.
- 15.3.2 A **Whistleblower** is any Staff Member who makes a disclosure in good faith of any witnessed or suspected misconduct.
- 15.3.3 **Retaliation** refers to any direct or indirect unjustified detrimental action or omission that is recommended, threatened, or taken because an individual has engaged in whistleblowing.
- 15.3.4 **Misconduct**
- 15.3.4.1 Misconduct that falls under the Whistleblowing policy can be defined as actions, such as, but not limited to:
- A breach of, or failure to implement, or comply with, the Crop Trust governing rules, procedures, policies, or established standards of practice (e.g., financial, accounting, procurement, human resources, etc.).
  - Any kind of illegal or unlawful conduct (e.g., theft, corruption, collusion, fraud, bribery, embezzlement, money laundering, misappropriation of funds, corrupt or fraudulent financial practices or other criminal financial acts of any kind as well as any other unlawful acts of a non-financial nature, etc.).
  - Misrepresentation, forgery or false certification in connection with any Crop Trust claim or benefit.
  - Behavior that is unethical or inconsistent with the Crop Trust standards and expected behaviors as described in the Code of Conduct.
  - An action that will result in a waste of the Crop Trust's resources or pose a risk to the Organization's reputation and integrity.
  - Scientific fraud (e.g., data falsification, plagiarism) or ethical violation (e.g.,



- g. Dangerous practices likely to cause physical harm or damage to a person or to property.
- h. Abuse of Crop Trust Privileges and Immunities.
- i. Abuse of power or authority for any unauthorized or ulterior purpose.
- j. Unfair discrimination in the course of employment, or in the provision of services.
- k. Retaliation against a Staff Member for reporting misconduct or for cooperating with audit or other investigations.
- l. An attempt to cover up any of the above types of actions.

15.3.4.2 Other types of misconduct for which disciplinary measures may be applied and those which may lead to summary dismissal are described in section 12 of this Manual.

15.3.4.3 Where the matters being reported relate to: (a) grievances over decisions regarding the Staff Member's salary and benefits, employment status or other human resource issues affecting them; (b) discrimination, harassment and other offensive or disruptive behavior in the workplace; and (c) interpersonal difficulties between Staff and their supervisors, or between Staff Members (including settlement of personal disputes or habitual grievances); these will be reviewed in accordance with the specific procedures established in the PPPM (including Disciplinary and Appeals Processes described in this Manual).

## 15.4 Applicability

15.4.1 This policy applies to all Staff Members working for the Organization, regardless of their position, type of employment, or location. Any Staff Member who has observed reportable misconduct has an obligation to report it.

## 15.5 Reporting Channels

15.5.1 All Staff have a duty to report actual or suspected misconduct that may come to their attention in order to help protect the people potentially affected, as well as the Crop Trust and its resources.

15.5.2 Reports should be made in writing as soon as possible after the relevant event(s) have become known. Reports should be factual and contain as much information as possible to allow for a proper assessment of the nature, extent and urgency of the matter.

15.5.3 There are two established channels for reporting on Whistleblowing:

- Internal channels
- External channel

15.5.3.1 **Internal Channels:** Reports of suspicions of misconduct can be made by Staff Members through one of the following established internal channels:

- their immediate supervisor
- their second-level supervisor
- a member of management
- an HR representative
- a Staff Member at Director level who is independent to the matter
- the Executive Director.

15.5.3.2 **External Channel:** While internal channels are the primary route for reporting Whistleblowing and should be the first course of action, there are very specific situations in which a Staff Member may report misconduct externally to the Chair of the Executive Board. Reports of misconduct may be made externally to the Chair of the Executive Board if the Whistleblower:

- Has concerns of misconduct relating to the Executive Director.
- Has grounds to believe that they will be subjected to retaliation by the persons under the established internal channels.
- Considers it likely that evidence relating to the misconduct will be concealed or destroyed if it is reported under the internal channels.
- Has previously reported the same information through the established internal channels and believes the Organization failed to take appropriate action within a reasonable period of time.

15.5.3.3 **Ombudspersons** – When considering reporting misconduct under the Whistleblower process, Staff Members may always choose to also informally consult with an Ombudsperson. The Ombudsperson may provide informal advice and assist the Staff Member in reporting the issue in accordance with the rules and principles set forth in the relevant clauses in the PPM.

## 15.6 Reporting Process

15.6.1 Process for the Internal reporting channel:

- a. Staff Members are encouraged to convey their concerns in writing to their immediate supervisor in the first instance. If they are not comfortable doing so or if the concern relates to their supervisor, or if the supervisor has not acted on similar earlier complaints, Staff Members may convey their second-level supervisor.
- b. In those instances where they are not comfortable doing so or if the concern relates to their second-level supervisor, Staff Members may make a written report to another member of management, an HR representative, to a Staff Member at Director level who is independent to the matter or to the Executive Director, who may, in consultation with the Whistleblower, decide to appoint an appropriate Staff Member to receive the report and consider appropriate action.
- c. The recipient of the report (i.e., whichever channel the Whistleblower chooses to use) will make an initial assessment in consultation with the HR representative to determine whether the concern is appropriate to be handled through the Whistleblower process or if the matter is more appropriate to be handled under the Organization's official Grievance or Appeal process. In such cases, the Staff Member will be informed accordingly.
- d. Once it is determined that the Whistleblowing process is to be applied, the recipient of the report will act immediately to form a Whistleblowing committee. The Whistleblowing Committee will consist of:
  - The recipient of the report (who shall Chair the Committee)
  - An HR representative
  - One other member from the internal channel list selected by the Staff Member.
- e. The Whistleblowing Committee will conduct an initial assessment and decide whether a formal independent investigation is appropriate and, if so, what form the formal investigation should take. This initial assessment will be concluded within 10 (ten) working days from the date of formation of the Committee. If, based on the initial assessment, the Whistleblowing Committee has reasonable cause to believe urgent provisional action is required to protect the Organization, its Staff or resources, such provisional action will be taken before a full formal investigation is conducted. In such cases, this action will be considered provisional, and any final action can only be made based on the outcome of the formal investigation and

- decision by the Executive Director.
- f. If the outcome of the initial assessment determines that a formal investigation is required, this investigation shall be concluded within 20 (twenty) working calendar days from start of the investigation.
  - g. The formal investigation (where required) will be conducted as fairly, efficiently and confidentially as the circumstances permit, in order to determine whether there is enough evidence to substantiate the matters reported.
  - h. After completion of the investigation, the Whistleblowing Committee shall prepare a report which determines whether there has been misconduct (providing adequate documentation/proof to substantiate such findings). This report shall include a recommendation for decision by the Executive Director on appropriate action (for example imposition of disciplinary action).
  - i. The Executive Director shall report all cases of Whistleblowing (where misconduct has been confirmed) to the Chair of the Executive Board.

#### 15.6.2 Process for the External reporting channel

Where the External reporting channel is appropriate, the following process should be followed.

- a. Upon receiving the Whistleblowing report from the Staff Member, the Board Chair and at least one other Board Member will decide whether the case merits an investigation. The Board Chair may also recommend to the Whistleblower that the case instead be reported using the established internal mechanism if, in their opinion, it does not meet the criteria required to utilize the established external channel.
- b. If the outcome of the initial assessment determines that a formal investigation is required, this investigation shall be concluded within 20 (twenty) working days from the start of the investigation.
- c. The investigation shall be conducted by internal or external investigators as deemed appropriate by the Board Chair.
- d. On the basis of the outcome of the investigation conducted, the Board Chair will, in consultation with HR, request the Executive Director to decide on what action is appropriate and ensure that the necessary steps to implement the decision are taken.
- e. If the case involves wrongdoing by the Executive Director, the Board Chair will decide, in consultation with HR, what appropriate action to take and share the recommendation with the full Executive Board to agree on the final decision.
- f. In all cases the Board Chair shall report to the full Executive Board regarding any substantiated Whistleblower report submitted to them.

### **15.7 Feedback to the Whistleblower**

- 15.7.1 The Crop Trust acknowledges the right of the Whistleblower to receive confirmation that the matter has been addressed. Therefore, they will be given, as much feedback as is appropriate under the circumstances, and subject to legal constraints, will be informed of the final outcome of the process.

### **15.8 Reports made in Bad Faith**

- 15.8.1 Anyone reporting their suspicions of misconduct must be acting in good faith and have reasonable grounds for believing the information disclosed constitutes a potential violation of the Crop Trust rules, policies or procedures and/or of local law, as applicable.
- 15.8.2 In scenarios where an individual makes a report under this policy in good faith, reasonably believed to be true, there will be no action taken against them should the disclosure turn out to be misguided or false.
- 15.8.3 An individual who makes a report, accusation or statement that is shown to have been intentionally false, defamatory, or misleading, or is made with reckless disregard as to the accuracy of the information, or is done with malice, is itself considered misconduct and may lead to administrative or disciplinary action in accordance with the applicable procedures.

## **15.9 Anonymity, Confidentiality and Protection of the Whistleblower**

- 15.9.1 Anonymous reports of suspicions of misconduct are accepted, however, it is strongly encouraged for Whistleblowers to reveal their identity to facilitate communication and appropriate follow-up action by the Crop Trust.
- 15.9.2 In cases where the Whistleblower wishes to remain anonymous, the Crop Trust reserves the right to not pursue an investigation or take appropriate administrative and/or disciplinary action, provided that:
- The request for anonymity substantially precludes the Crop Trust from formally addressing the issue; or
  - It is unable to independently verify the information.

The Crop Trust shall take all necessary steps within its capacity to protect the Whistleblower in all circumstances albeit to the extent possible in cases where the Whistleblower's identity is unknown.

- 15.9.3 Reports of suspicions of misconduct will be handled with the utmost discretion and kept confidential to the extent possible, consistent with the need to conduct a thorough investigation.
- 15.9.4 The Crop Trust will respect and protect the confidentiality of the Whistleblower and ensure that there is no retaliation against them. Breaches in this regard will be treated as serious violations and will be subject to disciplinary provisions. If a situation arises where the matter cannot be resolved without revealing the Whistleblower's identity, the recipient of the disclosure will first discuss with the Whistleblower whether, and how best, to proceed.
- 15.9.5 If a Whistleblower has any personal interest in the matter, they must make this clear at the time the alleged misconduct is reported. The act of Whistleblowing will not shield Whistleblowers from the reasonable consequences flowing from any involvement in misconduct. The Whistleblower's liability for their own conduct is not affected by their disclosure of that conduct. However, in some circumstances, admission may be a mitigating factor when considering disciplinary or other action for the Whistleblower.

## **15.10 Retaliation Complaints**

15.10.1 Whistleblowers who have reasonable grounds to believe that retaliation has been taken against them, may submit a retaliation complaint through the procedure outlined in the Grievances and Appeals section of the PPPM.

### **15.11 Implementation of this Policy**

15.11.1 The Executive Director will put in place and communicate other appropriate procedures, which will ensure the proper implementation of this policy.

## ANNEX A - CLASSIFICATION SYSTEM AND SALARY SCALES

### A.1 General

- A.1.1 All Regular Staff positions in the Organization are classified according to their broad function. The classification of positions takes into account the role and responsibilities of the position and the relevant knowledge, skills, abilities and personal qualities necessary to perform the role effectively. The purpose of a classification system is to help ensure equality and transparency in establishing remuneration for Staff.
- A.1.2 The classification system used by the Crop Trust consists of scale containing Grade Levels. "Grade Level" corresponds to the broad function of a position based on:
- kind or subject matter of work;
  - level of difficulty and responsibility; and
  - qualification requirements that warrant similar treatment in personnel and pay administration.
- Determination of a Staff Member's salary level within a Grade is based on a combination of the Staff Member's:
- level of qualifications within a broad range (experience, education, training); and
  - relevant knowledge, skills, abilities, and personal qualities.
- A.1.3 All Regular Staff positions in the Organization will be classified according to this system. Temporary Staff positions will also be classified according to this system in order to determine the appropriate pay level.
- A.1.4 The classification of positions in the Organization is undertaken at 3 levels:
- Staff group: the staff group defines the generic function of a position.
  - Position: describes the specific role and responsibilities.
  - Performance Standards: the professional qualifications and personal qualities, skills and abilities required for a given position (determines placement within a Grade Level).
- A.1.5 Staff groups

Below is a description of the Staff groups that are used to broadly define the functions in the Organization.

**Executive Management** – This Staff group (which falls under the Professional category) includes positions that are responsible for the overall management of the Organization. Positions in this group have broad authority on matters of policy and planning, are responsible for high-level project and resource management, are responsible for explaining and defending Crop Trust policy and practices and are responsible for providing strategic leadership and overall direction for the Organization.

**Professional Management** – Positions in this Staff group manage a range of significant functions, many of which require substantial knowledge and skills that are specific to the individual position. Staff in this group are responsible for ensuring success in areas for which they are specifically responsible (for example, Partnerships and Communications, Finance, Corporate Operations, and Scientific/Technical. Typically, Staff in this group manage or coordinate a component of the Organization's corporate functions.

**Professional Technical** – Positions in this Staff group are responsible for leading activities that take forward a major component of the technical/scientific program of the Organization. Typically, they are responsible for the full spectrum of technical activities,

from conceiving activities to developing them, negotiating support, providing leadership and coordination, and ensuring that activities are completed and reported. Positions in this Staff group typically do not include a supervisory role.

Specialist Administrative Support – This Staff group (which falls under the General Service category) includes positions that are responsible for providing high-level support for activities that require specialist knowledge such as finance, communications, or IT support.

General Administrative Support – Positions in this Staff group (under the General Service category) perform a wide range of high-level and complex administrative support functions in support of senior staff and/or projects. These positions are classified as Assistants (for example in the areas of Finance, Corporate Operations, Travel, Executive Office, Technical, etc.).

Junior Support - Positions in this Staff group (under the General Service category) perform a variety of basic or routine administrative support functions. This Staff group typically includes entry-level positions or positions that require little training or experience such as for routine administrative tasks, basic and routine computer help-desk support, basic office help, etc. Fellows who are employed by the Organization as Complementary Staff would also be paid a salary within this level.

#### A.1.6 Positions

As indicated in the section of this Manual on the Organizational Structure of the Crop Trust, all Regular Staff positions are defined in a position description. The position descriptions outline the role and responsibilities of each position within the Organization as well as the minimum professional qualifications and personal skills required to fulfill the role. The classification level is also provided on the position description.

A.1.7 The Organization's classification structure for Professional and General Service Staff can be found in Table A.2. Salary scales for these classifications are available in a separate Board-Approved Administrative Circular.

A.1.8 The need for reclassification of a position from one level to another level may be warranted in very exceptional cases. It is essential to achieve the best possible comparability among positions in relevant classification groups when considering the need to reclassify a position. The process for reclassifying a position is provided below:

- Stage I: reviewing the current classification grade for the position based on the original Terms of Reference and compared to the new Terms of Reference. This evaluation is carried out by the HR representative in consultation with the supervisor of the position (and if needed, in consultation with the current incumbent of the position).
- Stage II: where a reclassification of the positions appears to be warranted, a "Position Reclassification Form" must be completed (which will include a narrative justification for the required reclassification together with the old and new Terms of Reference) for submission to the Organization's Executive Committee. This form should be completed by the supervisor of the position and endorsed by the HR representative.
- Stage III: evaluation of the classification proposal by the Executive Committee who will either approve the revised classification grade or confirm classification at its current level.
- Stage IV: if the Executive Committee approves the reclassification of the position, then an assessment must be made of the current incumbent of the position and whether they possess the required skills for the position at the new level. This

assessment will be made by the HR representative in consultation with the supervisor of the position. Performance appraisals and other supporting documentation will be referred to in conducting this analysis.

- Where the current incumbent is deemed to be a suitable fit for the position, consideration of salary level will be taken into account in light of the changes Terms of Reference and in level of responsibilities (reclassification of positions does not always imply a salary increase). The determination of salary adjustment shall be made in accordance with the guidelines described in Paragraph 6.1.5 above. Any salary adjustment requires final approval by the Executive Director.
- Where a current incumbent is *not* considered to be qualified for the newly classified position, a determination must be made regarding possibility of reassignment of the Staff Member to another position (where this is possible) or termination of the contract due to redundancy. This decision will be made by the Executive Committee and where termination of a contract due to redundancy has been decided, the justification for this must be clearly documented. In such cases, regulations regarding redundancy apply (see the Redundancy policy under the Separation section of this Manual).



## A.2 Classification Structure for Regular Professional and General Service Staff

<b>Grade Level</b>	<b>Staff Group</b>
<b>Professional</b>	
6	Executive Management
5	Professional Management
4	Professional Technical
<b>General Service</b>	
3	Specialist Administrative Support
2	General Administrative Support
1	Junior Support

Salary scales for these classification levels are available in a separate Board-Approved Administrative Circular.

## ANNEX B - RECRUITMENT AND SELECTION GUIDELINES

### Introduction

The Crop Trust's process of recruitment and selection is founded on the core principles of fairness, equity, and open competition on merit. The principle of merit comprises adequate publicity; assessment against realistic standards; absence of unjustified discrimination; and ranking on the basis of the assessment of ability. The Crop Trust commits to adhering to these core principles and to demonstrating its adherence to these principles if so required.

As indicated above in this Manual, the Crop Trust is an "equal opportunity employer", committed to hiring Staff regardless of nationality, race, gender, religion, political persuasion, marital status, sexual orientation, or any other form of personal identity. In this regard, the Crop Trust will ensure that this is applied in all recruitment activities. Particular attention will be paid to ensuring appropriate gender balance.

The Recruitment and Selection section of this Manual sets out the broad approach and principles to be followed in selecting and recruiting Crop Trust Staff. The purpose of this Annex is to describe the procedures and practices for the recruitment of:

1. Regular Staff
2. Temporary Staff
3. Consultants

### B.1 Recruitment and Selection of Regular Staff

- B.1.1 The PPPM defines "Regular Staff" as persons holding an appointment of 1 (one) year or more, who occupy a position that has been budgeted and designated as requiring recruitment for a Regular Staff position. These Staff Members hold positions that have been identified by Crop Trust management as an essential requirement to attain the longer-term objectives of the Organization. Regular Staff Members include those Staff recruited for fixed-term positions on specific project funding holding positions of 1 (one) year or more.
- B.1.2 All Regular Staff positions will have a job description and a set of objective selection criteria against which any selection is made. These will be prepared by the requesting Staff Member in consultation with the HR representative who will assess the position descriptions to determine the position classification and appropriate salary range that shall be approved by the Executive Director. The agreed description and selection criteria will serve as the basis for the position advertisement.
- B.1.3 All requests for Regular Staff positions will be made by the hiring manager using a Request to Recruit form and will be subject to approval by the unit head, the HR representative, and the Head of Finance (to certify funds availability). Final approval rests with the Executive Director.
- B.1.4 Prior to circulating the Request to Recruit form, the hiring manager must consult with the HR representative to determine the appropriate classification level/salary scale based on the position description and duties. The approved classification level/salary scale must be provided on the Request to Recruit form. The policy for setting the actual salary of the selected candidate is provided below.

## **Advertisements**

- B.1.5 All Regular Staff positions shall be advertised in the most appropriate media. In the case of Professional Staff, this entails a full international search and therefore the advertisement shall normally be placed on the Crop Trust website and in other media as appropriate. For General Service Staff, the advertisements shall be placed on the Crop Trust website as well as websites of other local relevant Organizations and in appropriate local print and electronic media.
- B.1.6 In the interest of providing opportunities for lateral movement and promotions, Crop Trust Staff should be encouraged to apply for vacant positions as they arise. All advertisements shall be well publicized internally through the Crop Trust's email system. For General Service positions, it will be at the discretion of the Executive Director whether a vacancy should be advertised only internally rather than internally and externally simultaneously.
- B.1.7 Position descriptions for Regular Staff should contain the following information:
- a brief description of the Crop Trust and its objectives
  - the major responsibilities of the position
  - qualifications and experience requirements
  - the duration of the appointment
  - the location of the position
  - referee requirements (three references for all Regular Staff positions)
  - address for forwarding applications
  - a statement that "The Global Crop Diversity Trust is an equal opportunity employer and strives for staff diversity in gender and nationality"
  - a statement indicating that only shortlisted candidates will be contacted
  - deadline for receipt of applications.
- B.1.8 The Executive Director will clear all position advertisements for Regular Staff.

### **Timeframe required to ensure adequate circulation of the advertisement**

- B.1.9 In the case of Professional Staff positions where a full international search is required, the advertisement will be issued for a minimum of 3 (three) weeks. A minimum period of 2 (two) weeks is required to arrange the interviews.
- B.1.10 For General Service positions, the advertisement will be issued for a minimum period of 2 (two) weeks. A minimum period of 10 (ten) days is required to arrange interviews.

### **Composition of Selection Panel**

- B.1.11 Selection Panels should consist of 3-4 people and must include the hiring Staff Member, an independent Staff Member at Director level who is identified by the HR representative who will serve as Panel Chair and an HR representative who will serve as the Panel secretary. The secretary is to be regarded as a full member of the Panel. The hiring Staff Member may make a recommendation to the Panel Chair as to the additional membership of the Selection Panel.
- B.1.12 To give effect to the Equal Employment Opportunities principles, it is desirable that all panels have a good balance in terms of gender and geographical representation.
- B.1.13 If relevant and deemed appropriate for a given position, Panel Members may be drawn from outside the Crop Trust.

- B.1.14 Should a Spouse, recognized Partner, other family member, friend or other close associate apply for a Regular position, the related Staff Member may not serve on the Selection Panel.

#### **Receipt of applications and shortlisting**

- B.1.15 The HR representative shall log all applications received for a position on an Applicant Listing sheet. The Applicant Listing serves as a permanent record of all applications received for a given position and summarizes key information that is useful for collecting statistics (gender analysis, geographical representation, usefulness of advertising in various journals, etc.). Once the deadline for applications has closed, the full Applicant Listing with CVs will be provided to the hiring manager for the purpose of medium-listing.
- B.1.16 Normally, the hiring manager will review the full Applicant Listing and CVs against the essential and desirable criteria identified in the position advertisement to identify a medium-list of potential candidates. The hiring manager may request the HR representative to conduct or to assist with the medium-listing process, in particular when large numbers of applications are received. In all cases, the hiring manager shall always be provided with the full Applicant Listing.
- B.1.17 Once a medium-list is developed, it is possible to either proceed directly to short-listing with the full Panel or it may be preferable to administer a practical test to the medium-listed candidates in order to assist Panel Members in the short-listing process. Practical tests may also follow the short-listing process and be administered in conjunction with the interviews as described below. Refer to the articles below relating to “interviews” also for the process to be followed for administration of practical tests.
- B.1.18 Once a medium-list has been developed, the Panel will be provided with the full Applicant Listing, the selected medium-list of potential candidates with their CVs, cover letters and any test results (if administered prior) together with the Vacancy Announcement. They will also be provided with a set of selection criteria (with numerical weighted rankings) against which each Panel Member is requested to objectively score the candidates. Each Panel Member will independently identify those candidates meeting the essential and relevant qualifications for the position and those having any of the additional desirable qualifications listed on the position description. They should also screen for candidates having any additional experience or skills that are relevant for the position and that could be of benefit to the Organization. Panel Members will confidentially send their assessment of candidates to the HR representative who will consolidate the information and prepare a list of the identified candidates to be interviewed (shortlist). The HR representative will send this shortlist (together with the full information on the medium-listed candidates) to the Chair of the Selection Panel who will review it in consultation with the HR representative with particular attention to diversity and gender balance.
- B.1.19 In the process of evaluating applications for medium- and short-listing, care should be taken to ensure consideration is given to applications from internal candidates, as these Staff – if appropriately qualified and experienced – should expect to be interviewed.

- B.1.20 Once the shortlist of candidates has been determined, the HR representative on the Panel will seek written references for the shortlisted candidates. Reference requests will include a copy of the advertisement and the selection criteria. Referees shall be requested to frame their comments around the position requirements and selection criteria. Referees shall also be asked if they wish to have their comments kept confidential from the applicant, or whether the comments can be used for post-selection feedback. In cases where Crop Trust Staff are requested to provide references on internal candidates, it is unusual to invoke confidentiality as this runs counter to the Crop Trust's performance assessment and transparent feedback practices. In the case of an interview with an internal Crop Trust Staff Member, it is obligatory to request a reference from their direct supervisor.
- B.1.21 There may be occasions where it is considered necessary to consult referees who have not been nominated by the candidate. In these circumstances, if such referees are unsupportive or make comments that are deleterious to the candidate's claims, then such comments should be brought to the attention of the candidate during the interview in order to provide them with an opportunity to provide an explanation.
- B.1.22 There may also be occasions where it is necessary to contact candidates to obtain additional information that will be helpful in the shortlisting process or that is missing from an applicant's package. Such instances may include where the Panel agrees it would be useful to obtain clarification or missing information on employment history or in cases where required information is missing (such as whether the applicant has family members or friends already employed by the Organization, etc.).

## **Interviews**

- B.1.23 Once the shortlist has been determined, the HR representative will arrange the interviews.
- B.1.24 When arranging interviews, consideration should always be given to ensuring consistency in interview conditions where possible (i.e., location and length of interview, standardization of questions, etc.).
- B.1.25 Consideration should also be given to administering practical tests relevant to the position or, in the case of Professional positions requesting the candidate to meet with other Staff or to give a seminar during their visit. The suitability of this additional assessment should be discussed with the Chair of the Recruitment Panel (including how this input will be evaluated and its weighting in the overall evaluation of candidates) prior to arranging interviews.
- B.1.26 When additional assessments are included as part of the evaluation process, candidates must be informed before they attend the interview of the type of assessment, its purpose and how it links into the role that is being recruited.
- B.1.27 Should practical tests be administered, candidates should be provided with clear instructions on how to complete the test, the procedure for administering/returning the test and the time available. Should a presentation be required, the candidate should be given clear guidance on the topic and the criteria that will be used to assess them (communication skills, knowledge of subject matter, ability to present to a non-technical audience, etc.). The subject of the presentation should be relevant to the position and candidates should be notified of what equipment will be available to them and who their audience will be.

- B.1.28 Should applicants be provided the opportunity to meet other staff or to join them for a meal, the applicant must be informed of the purpose of the invitation and whether it is an element of the interview process or an opportunity for them to find out more about the Organization.
- B.1.29 Any Staff Members attending a seminar or meeting with the candidate outside of the formal interview should be provided with clear information about the purpose of the seminar/meeting and their role (if any) in the assessment.
- B.1.30 During the interview, candidates will be assessed by each Panel member against a set of consistent selection criteria, agreed in advance of the interview. Selection criteria will be developed for each position based on the requirements of the position. Evaluation of any additional assessments agreed in advance will complement the interview assessment.

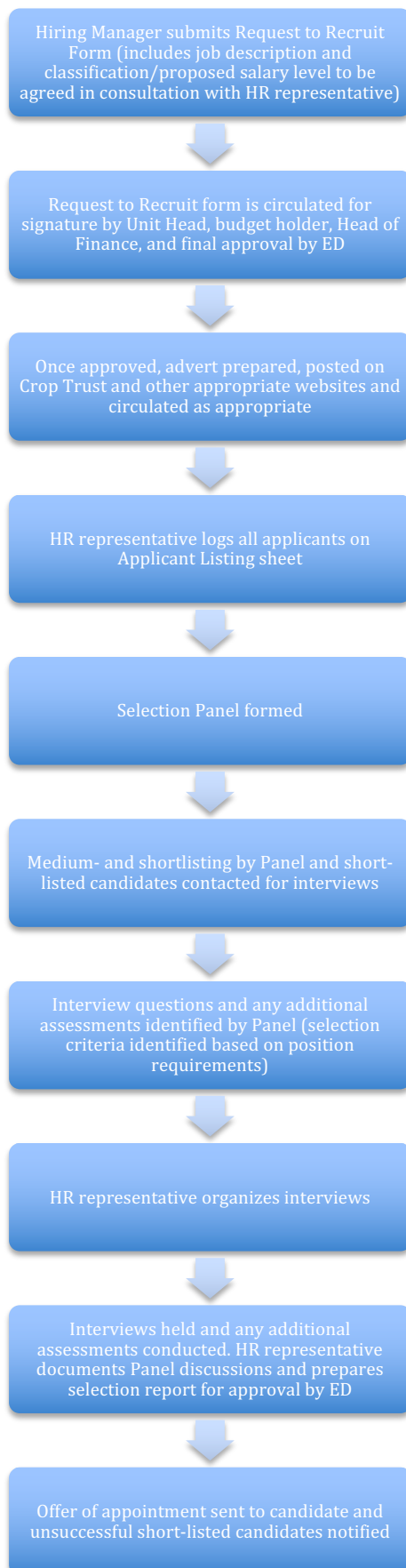
### **Decision and documentation**

- B.1.31 The HR representative will record Panel discussions and upon conclusion of the interviews, prepare a draft report on the selection. This report consists of a package including:
- A Memorandum to the Executive Director recommending appointment. This Memorandum shall provide an evaluation of each interviewed candidate against the selection criteria and a recommendation of “appointable” or “not appointable”. For those candidates found “appointable” the Memorandum will further indicate a rating of first choice, second choice, etc. (being the order that the candidates are recommended for the position). The summary report should provide a logical, well-reasoned comparison of the suitability (or non-suitability) of the short-listed candidates and provide clear reasons for the final decision.
  - A summary record of reasons for decision on those candidates who were not short-listed.
  - A full listing of the applicants.
  - Copies of the applications and letters of recommendation of those candidates interviewed.
  - Copies of the advertisement and selection criteria.
  - Recommended salary placement.
  - Should the recommended candidate be a family member of a current Staff Member, the report to the Executive Director will disclose this and confirm that the conditions in article 5.2.1 for employment of family members have been met.
- B.1.32 Once the Executive Director has approved the appointment and a starting salary, the successful candidate may be contacted by the HR representative to ascertain whether they are interested in receiving a formal offer of appointment. Once this has been determined, the HR representative will prepare the formal offer of appointment letter and accompanying package of information. The Executive Director or their delegate signs all offers of employment.
- B.1.33 New Staff will be required to sign a Disclosure on Family Members, Friends, or Other Close Associates working in the Organization at the time of signing the contract.
- B.1.34 The HR representative also prepares letters to all of the other short-listed candidates advising them that they have been unsuccessful. It is good practice, in particular for internal candidates, to indicate that the Chair of the Panel is willing to provide post-selection feedback (the strengths and weaknesses of their candidacy) should they wish.

### **Policy for setting salary level on appointment to a Regular position**

- B.1.35 A Staff Member's starting salary at the time of appointment will be set in a manner that ensures the Organization is able to attract a high caliber Staff while maintaining internal equity with existing Staff Members. To achieve this objective, there is a need to achieve a balance between a candidate's external worth (in the external marketplace) and their internal worth (the value of their work in comparison with colleagues performing work entailing comparable responsibilities and competencies).
- B.1.36 Normally, new Regular Staff Members shall normally be appointed at the beginning of the salary range for a given Grade Level.
- B.1.37 However, the Executive Director may recognize exceptional qualifications and skills, and appoint a candidate at a higher salary within the relevant Grade Level salary range. This is possible when the candidate demonstrates possession of a level of competence (acquired through formal education, training, or experience) significantly higher than that established for the post, and which is directly relevant to the duties of the post in question. The Executive Director may also appoint a candidate at a higher salary level within the range for the relevant Grade Level in recognition of higher market rates for a particular expertise or specialization.
- B.1.38 An appointment at a higher starting salary shall normally not exceed the mid-point of the established salary range.
- B.1.39 In no case should the need to set a higher salary be addressed by the placement of the candidate at a higher classification level than that entailed by the post and approved in the Request to Recruit form.
- B.1.40 If a suitable candidate cannot be identified at the classification level at which the post was advertised (a candidate lacks the skills and experience of the level advertised), the Organization can appoint a candidate one classification level below as long as they still meet those of the lower grade level. In such cases, eligibility of the Staff Member for placement at the higher classification level will be reviewed as part of the annual performance appraisal discussions and will be subject to confirmation of satisfactory performance of the full duties and responsibilities and attainment of the necessary minimum requirements of the higher level.

## Process for Contracting Regular Staff





## **B.2 Recruitment and Selection of Temporary Staff**

- B.2.1 Temporary Staff are Complementary Staff Members whose services are required for specific tasks and specific periods of time, ranging from a few days to not more than 11 (eleven) months. A Temporary Staff Member may not be continuously employed beyond a total period of 11 (eleven) months, whether this is in the same, or several different positions, until a 1 (one) month period has elapsed.
- B.2.2 A Temporary Staff Member will perform tasks for which there is no continuing need. For example, Temporary Staff may be hired: to provide additional administrative support to service meetings or for other projects that generate temporary peaks in workload; to cover temporary staffing shortages due to prolonged absences by Regular Staff on medical leave, maternity leave or special leave; or to temporarily cover new duties or functions when regular staff resources are not immediately available.

### **Selection process**

- B.2.3 All requests for Temporary Staff positions will be made using a Request to Recruit form and will be subject to approval by the HR representative, the unit head, the budget holder and the Head of Finance (to certify funds availability). Final approval rests with the Executive Director (or their delegate). The Request to Recruit form shall include the following:
- Terms of Reference
  - Supervisory arrangements
  - Duration of the assignment, proposed starting date and working schedule (if not 100%)
  - The budget code to which the contract will be charged
  - Details of any official travel required
  - Proposed fee
  - Indication of whether the proposed Temporary Staff Member is related to a Regular Staff Member
  - Any other special conditions
  - Curriculum Vitae of the proposed candidate (where contract is under 3 (three) months and the hiring manager has a proposed candidate in mind).
- B.2.4 On the basis of the Terms of Reference, the HR representative will (in consultation with the hiring manager) determine the skills and experience required by a candidate and will make a determination of the level of the position for the purposes of setting the fee. The classification system will be used as the framework for identifying the appropriate fee. This information will be provided to the hiring manager to include on the Request to Recruit form.
- B.2.5 The hiring manager shall ensure that the Request to Recruit form is complete and is submitted within a reasonable period prior to the proposed commencement date for the contract, allowing sufficient time for the necessary processing, clearances, negotiation, and recruitment as applicable.
- B.2.6 The HR office will maintain a roster of candidates suitable for temporary employment.
- B.2.7 For Temporary Staff employed for a period of 3 (three) months or less no formal Selection Panel is necessary. Recruitment may be made either by selecting a candidate from the roster maintained by the HR office or on the basis of personal recommendation if, according to an assessment made by the HR representative and the Organization's Executive Committee that the skills, abilities and qualifications of the proposed appointee are commensurate with the requirements of the position. In this regard, the hiring manager will be responsible for writing a justification for any candidate they are proposing (such justification will be provided on the Request to Recruit form). The hiring manager may also request that the position be advertised if no suitable candidate can be identified.

- B.2.8 If the services of a Temporary Staff Member are required for a period of 3 (three) months or less, the hiring manager may undertake a preliminary approach with the intended candidate to assess interest and availability. During this process, the candidate should be clearly informed that the official offer, including the setting of relevant conditions and establishment of the level of the fee will be made by the HR office based on approval by the Executive Director.
- B.2.9 If the services of a Temporary Staff Member are required for a period of more than 3 (three) months, a limited recruitment process, to be determined by the HR representative will be required. This applies both in cases of initial appointment and also those in which a hiring manager wishes to subsequently extend the initial appointment of a Temporary Staff Member that would then result in a total period of continuous employment of more than 3 (three) months.
- B.2.10 In case a limited recruitment is necessary, the process shall be determined by the HR representative in consultation with the hiring manager. The process may involve a combination of the following according to the nature of the position: a face-to-face or telephone interview (with hiring manager, an independent Staff Member at Director level (assigned by the HR representative), the HR representative, or all or part of a limited recruitment Panel) and/or a skills assessment.
- B.2.11 Hiring managers who nominate candidates for any Temporary positions are required to disclose whether the proposed Temporary Staff Member is the Spouse, recognized Partner, or a family member of a Regular Staff Member. Such disclosure is to be provided on the Request to Recruit form. Temporary Staff will be required to sign a Disclosure on Family Members, Friends, or Other Close Associates Working in the Organization at the time of signing the contract.
- B.2.12 Employment of a Spouse, recognized Partner or family member of a Regular Staff Member for a period of more than 10 (ten) working days in a 12 (twelve) month period requires special approval of the Executive Director (in accordance with article 5.2.5 of this Manual).
- B.2.13 The Spouse, recognized Partner, family member, friend or other close associate of a Regular Staff Member may only be engaged as a Temporary Staff Member if the following additional conditions are met:
- a. The Temporary Staff Member will not be supervised by the Regular Staff Member or vice versa.
  - b. There is no actual or potential conflict of interest.
  - c. Neither will participate in any review or decision-making process which affects the other.
  - d. The approval of the Executive Director will be required if the Temporary Staff Member will be employed for more than the equivalent of 10 (ten) working days during any 12 (twelve) month period (in accordance with article 5.2.5 of this Manual).
- B.2.14 The HR representative will prepare a summary report documenting the process used in selecting the candidate for the temporary position. The summary report shall contain information on any other candidates considered and provide clear reasons for the final decision.
- B.2.15 Once the Request to Recruit form has completed the authorization process defined above and a suitable candidate has been identified, the HR representative will prepare a draft Temporary Staff contract which shall include the following:
- Contract reference number
  - Duration of the contract
  - Terms of Reference
  - Supervisory arrangements
  - Description of fees and benefits

- Payment Instruction Form
- Statement of Good Health
- Liability Waiver
- Disclosure on Family Members, Friends, or Other Close Associates Working in the Organization.

The draft contract will be circulated (together with the signed Request to Recruit form) to the hiring manager, the unit head, the budget holder, and the Head of Finance for final clearance. Final approval of the contract rests with the Executive Director (or their delegate).

- B.2.16 Once all necessary authorization signatures have been obtained, the HR representative will issue the contract for signature by the Temporary Staff Member.
- B.2.17 The HR representative will provide a copy of the signed contract to the hiring manager and a copy of the payment instruction form to the Finance office.

### **Contractual terms and conditions**

#### **Fees**

- B.2.18 For temporary contracts, the fee will normally be based on the General Service salary scale at the beginning salary for the Grade Level that is applicable to Regular Staff performing duties at a comparable level.
- B.2.19 The total fee payable by the Organization will be specified in the contract in terms of gross amounts. Payment of any taxes will be the sole responsibility of the Temporary Staff Member who will not be entitled to reimbursement by the Organization of any taxes that they may be required to pay.
- B.2.20 Fees will be paid to Temporary Staff Members on a monthly basis in arrears.

#### **Insurance coverage and liability**

- B.2.21 The offer of employment will be made to Temporary Staff on the understanding that they are medically fit to meet the position requirements, and they will be required to sign a Statement of Good Health certifying their fitness to carry out the assignment.
- B.2.22 Temporary Staff employed for a period of 3 (three) months or less will not be provided with any medical or accidental death and disability insurance. These Staff will need to sign the Liability Waiver. Such Temporary Staff will be responsible for taking out such insurance covering the period of the contract as they consider advisable at their own expense. However, in cases in which the Temporary Staff Member will be required to engage in official travel as part of the assignment (and therefore are travelling as “representatives” for the Crop Trust (and where such travel is approved through a Travel Authorization), such Staff are covered by the Crop Trust’s emergency medical insurance plan for the duration of the travel.
- B.2.23 Temporary Staff employed for a period of more than 3 (three) months will be provided with limited medical insurance. This applies both in cases of initial appointment and also those in which a hiring manager wishes to subsequently extend the initial appointment of a Temporary Staff Member which would result in a total period of continuous employment of more than 3 (three) months.

#### **Travel and subsistence allowance**

- B.2.24 All official travel associated with the assignment will be specified in the contract and will be authorized, arranged, and the related costs paid in a manner consistent with the

Organization's relevant travel policies.

- B.2.25 As indicated in paragraph B.2.22, Staff required to engage in official travel as part of their assignment are covered by the Trust's emergency medical insurance plan for the duration of the travel.

**Working hours, official holidays, vacation leave and medical leave**

- B.2.26 Temporary Staff employed for a period of 3 (three) months or less are not entitled to paid vacation leave or medical leave. Any absences will be treated as unpaid leave.
- B.2.27 Temporary Staff employed for a period of more than 3 (three) months are entitled to vacation leave of 2.5 (two and one half) days per month of service and medical leave of 2 (two) days per month of service. Half of these medical leave days may be used in cases of illness of immediate family members, if needed. This applies both in cases of initial appointment and in cases where a hiring manager subsequently extends the initial appointment of a Temporary Staff Member resulting in a total period of continuous employment of more than 3 (three) months. In this case, leave applies to the extension period only.
- B.2.28 Temporary Staff Members, who are entitled to medical leave, must provide a medical certificate to support all medical leave of more than 3 (three) consecutive days.
- B.2.29 A medical certificate must be provided to support a Temporary Staff Member's medical leave for more than 3 (three) consecutive days.
- B.2.30 For Temporary Staff Members who are entitled to medical leave, half of their entitlement may be used for illnesses of direct, dependent family members (Spouse/Partner or children). A medical certificate must be provided to support family medical leave in excess of 3 (three) consecutive days.
- B.2.31 Unless otherwise specified in their contract, Temporary Staff Members shall follow the normal working schedule of the Organization as outlined in the Working Arrangements section of this Manual.

**Other entitlements**

- B.2.32 Temporary Staff may only be engaged on a local basis and are not eligible to any travel or relocation benefits to take up employment.
- B.2.33 Temporary Staff are not eligible for benefits such as retirement and are not entitled to any right, benefit, payment or compensation except as expressly stated in their contract.

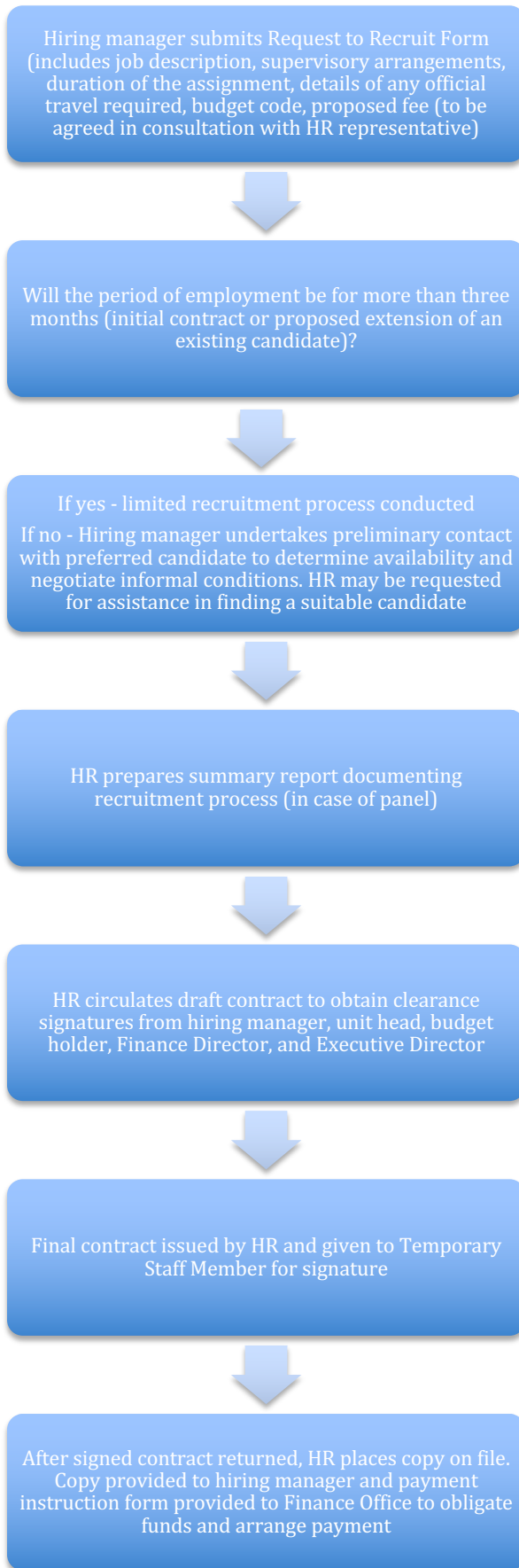
**Termination of contract**

- B.2.34 As indicated in article 14.4.2 of this Manual, the contract of a Temporary Staff Member may be terminated by either party by giving formal written notice to the other party. For temporary contracts with duration of more than 3 (three) months, at least 2 (two) weeks' notice will be provided. No notice shall be required in effecting a summary dismissal under article 12.2.4.
- B.2.35 In the event of termination by the Organization, the hiring manager should notify the HR representative who will provide this written notice to the Temporary Staff Member. In the case of termination, the Temporary Staff Member will be entitled to a pro rata payment for work already satisfactorily performed.

**Other conditions**

B.2.36 Any change required to the original terms of the contract will be made by issuing an amendment. The amendment will bear the same base reference number as the original contract and will be subject to the same clearance procedures as those applicable to the establishment of the original contract.

## Process for Recruiting Temporary Staff



### **B.3 Recruitment and Selection of Consultants**

Consultants are Staff who are contracted for a limited period (normally not exceeding one year) to provide specialized professional expertise, skills, or knowledge, not normally available in the Organization, and for which there is no continuing need. On occasion, Consultants may also be employed to perform professional staff functions when regular staff resources are not immediately available.

#### **Recruitment and selection**

- B.3.1 All requests for Consultants will be made using a Request to Recruit form and will be subject to approval by the unit head, the budget holder, and the Head of Finance (to certify funds availability). Final approval rests with the Executive Director.
- B.3.2 The HR office will maintain an active roster of professionals who may be considered for Consultancies with the Organization. Consultants who have served with the Organization will be assessed to establish eligibility to remain on the roster of experts for future Consultancies. Utilizing one or more of the following methods may also make identification of new potential Consultants:
- a. advertisement on the Crop Trust website, other websites or in relevant publications or Organizations
  - b. personal recommendation from an internal or external source.
- B.3.3 Consultants will be selected based on a comparison of at least 3 (three) candidates identified through any of the means indicated in the paragraph above. The hiring manager must document in writing (on the Request to Recruit form) the relative merits of the candidate on the basis of a comparison of their qualifications, academic background, professional experience and any other relevant factors.
- B.3.4 On an exceptional basis, a Consultant may be engaged for an assignment, even if they were the sole candidate to be considered, provided that they are adequately qualified. Exceptional situations where this may apply include:
- An approved donor proposal has specified project partners/Consultant and/or remuneration.
  - Tasks are a continuation of a previous assignment that the Consultant successfully completed and for which the Consultant was selected through a competitive process.
  - Situations where, because of the urgency of the assignment, it would be in the best interests of the Organization not to use a competitive exercise. Such situations must be documented and approved by the hiring unit head.
  - Where the individual is the only Consultant qualified for the assignment. Such situations must be clearly documented, and rationale provided as to why the Consultant is deemed the only suitable candidate.
- In any situation where a person is proposed as the sole candidate for an assignment, written justification must be provided on the Request to Recruit form.
- B.3.5 As with Temporary Staff, hiring managers who nominate candidates for any Consultancy positions are required to disclose whether the proposed Consultant is the spouse, recognized partner, or a family member of a Regular Staff Member. Such disclosure is to be provided on the Request to Recruit form. Consultants will be required to sign a Disclosure on Family Members, Friends, or Other Close Associates Working in the Organization at the time of signing the contract.

- B.3.6 The hiring manager should make a determination of the most appropriate candidate and proposed fee in consultation with the HR representative and record this information on the Request to Recruit form (see guidelines on Consultancy fees below). It may be necessary for the hiring manager to undertake a preliminary approach with the intended candidate to assess their interest and availability. During this process, the candidate should be clearly informed that the official offer, including the final selection of the candidate, setting of relevant conditions and establishment of the fee will be made through an official clearance process requiring final approval by the Executive Director.
- B.3.7 A Staff Member wishing to hire a Consultant must ensure that there is no other concurrent contract for the proposed Consultant prior to initiating a Request to Recruit form (in such cases, a contract amendment must be completed instead). Staff Members may do so by contacting the HR representative.
- B.3.8 Employment of a Consultant who is the spouse, recognized partner or family member of a Regular Staff Member for a period of more than 10 (ten) working days in a 12 (twelve) month period requires special approval of the Executive Director (in accordance with PPPM Article 5.2.5).
- B.3.9 The spouse, recognized partner, family member, friend or other close associate of a Regular Staff Member may only be engaged as a Consultant if the following additional conditions are met:
- The Consultant will not be supervised by the Regular Staff Member or vice versa; and
  - There is no actual or potential conflict of interest; and
  - Neither will participate in any review or decision-making process which affects the other; and
  - The approval of the Executive Director will be required if the Consultant will be employed for more than the equivalent of 10 (ten) working days during any 12 (twelve) month period (in accordance with PPPM Article 5.2.5).
- B.3.10 The hiring manager will prepare and submit a Request to Recruit form at least 2 (two) weeks prior to the proposed commencement date for the consultancy to allow sufficient time for the necessary processing, clearances, and negotiation if necessary. The information provided in the form (or attached to the form) will include:
- Curriculum Vitae of the proposed Consultant
  - Names of other candidates considered and rationale as to why the proposed candidate was selected, or justification as to why the proposed Consultant was the sole candidate to be considered
  - The Terms of Reference which should include:
    - A description of the work to be completed; and
    - Tangible, measurable outputs of the work assignment against which the work will be evaluated; and
    - Realistic delivery dates and details of the form in which the work will be delivered.
  - Duration of the assignment, starting date and working schedule
  - Supervisory arrangements
  - Proposed remuneration and an explanation of how it was determined
  - Location of employment
  - Details of any official travel required
  - Indication of whether the proposed Consultant is related to a Regular Staff Member
  - Any special conditions that may apply
  - Budget code to which the consultancy will be charged.
- B.3.11 Once the Request to Recruit form has completed the authorization process defined above, the HR representative will prepare a draft Consultancy contract containing the following:
- Contract reference number
  - Terms of Reference



- Supervisory arrangements
- Working arrangements (working schedule, and base from which Consultant will work)
- General Terms and Conditions of service
- Payment Instruction Form
- Statement of Good Health
- Disclosure on Family Members, Friends, or Other Close Associates Working in the Organization.

The draft contract will be circulated (together with the signed Request to Recruit form) for final clearance.

- B.3.12 As indicated above, all Consultancy contracts must include standard General Terms and Conditions of service. These are standard General Terms and Conditions that apply to all Consultants and have been checked and approved by the Crop Trust's Legal Advisor. Any proposed changes to these General Terms and Conditions of service must be highlighted and justified/explained by the hiring manager and cleared by either the Crop Trust's Legal Advisor or the Executive Director (as appropriate).
- B.3.13 Upon final authorization, the HR representative will prepare the final contract for the signature of the Executive Director and arrange to issue the contract to the Consultant for their countersignature.
- B.3.14 Consultancy contracts must be signed by the Consultant and returned to the HR office before a Consultant can begin their assignment. A copy of the PPPM will be provided to all Consultants together with their contract for signature.
- B.3.15 On receipt of the countersigned contract, the HR representative will maintain a copy of the contract and relevant background information on file. A copy of the contract will be provided to the hiring manager and the payment instruction form will be provided to the Finance office.
- B.3.16 On receipt of the final signed contract, the Finance office will commit the necessary funds and carry out payments as established in the Consultancy contract.
- B.3.17 Fees established on the basis of a lump sum, or which are deliverables-based will be paid after the hiring manager has certified to the Finance office (with a copy to the HR office) that the work has been satisfactorily completed. If the contract provides for payment in installments on completion of clearly identified phases of work, the payment for each phase will be made after the hiring manager has certified that the phase in question has been successfully completed (with a copy to the HR office).
- B.3.18 If the Consultant fails to complete the service specified in the contract to a satisfactory standard or is terminated due to failure to conform to the standards of conduct outlined in the Code of Conduct section of this manual, a determination will be made by the hiring manager and the HR representative (with approval by the Executive Director) as to what amount, if any, is to be paid for any work that has been completed. The HR representative will notify the Consultant in writing of the amount to be paid based on any portion of work that has been satisfactorily completed and will provide a copy to the Finance office so that the payment schedule can be modified as necessary.
- B.3.19 The hiring manager will notify the Finance office if any reduction should be made to any payments specified in the payment instruction form in relation to items such as unpaid leave taken by the Consultant.
- B.3.20 Upon completion of the consultancy assignment and prior to releasing final payment, the hiring manager will be required to complete a Consultant Performance Evaluation form and submit this to the HR office for review. Based on the assessment, the HR representative will proceed with release of final payment. The HR representative will prepare a letter to the

Consultant including a copy of the evaluation and will request the Finance office to release any final payment due. A copy of the Consultant's evaluation should be kept in the Consultant's file. Such evaluation is not required for Consultants working less than 30 (thirty) days in any 12 (twelve) month period.

- B.3.21 Consultants who are assessed as delivering sub-standard work or who do not meet the requirements of an assignment may be removed from the roster of eligible Consultants and denied possibility of future engagements with the Organization. The HR representative will assess removal of the Consultant from the eligible roster in consultation with the hiring manager.

## **Contractual terms and conditions**

### **Fees and payments**

- B.3.22 The determination of the Consultant's fee will be made in consultation with the HR representative. The final fee must be cleared by the Executive Director. The Consultant may be requested to furnish such additional information that is required to determine their suitability, or to substantiate the fee being negotiated.
- B.3.23 In determining the appropriate fee, consideration will be given to the duties to be performed and the qualifications, knowledge and work experience required for performance of these duties. This information will be compared against salary levels set for Regular Staff performing duties at a comparable level. If this is not possible, the fee may be determined by either sourcing competitive bids from several candidates, or by making a determination of the prevailing market rate for the service. When proposing the fee, the hiring manager should also consult the current Administrative Circular in effect regarding guidelines on consultancy rates.
- B.3.24 The total fee payable by the Organization will be specified in the contract in terms of gross amounts. Payment of any taxes will be the sole responsibility of the Consultant who will not be entitled to reimbursement by the Organization of any taxes that they may be required to pay.
- B.3.25 Consultants may be paid on an hourly, daily, weekly, or monthly rate, or on a lump-sum basis (according to deliverables), whichever is determined to be in the best interests of the Organization.
- B.3.26 Payment will normally be in arrears for services provided or on receipt of deliverables specified in the contract. In very exceptional circumstances and where warranted, provision can be made for advance payment. In such cases, the maximum advance payment or deposit will be 20% of the overall cost of services. Requests for advance payment must be justified on the Request to Recruit form and cleared by the HR representative, as well as the other officials involved in the approval process (unit head, budget holder and Head of Finance).
- B.3.27 For all Consultancy contracts, the Crop Trust will retain at least 20% of the total fee pending certification of satisfactory completion of assignment.
- B.3.28 The Consultant will not be eligible for any other benefits such as leave pension or other allowances and is not entitled to any right, benefit, payment or compensation except as expressly stated in the contract.

### **Insurance coverage and liability**

- B.3.29 The offer will be made to the Consultant on the understanding that they are medically fit to perform the assignment. As Consultants are independent contractors, the Organization will

not provide any medical or accidental death and disability insurance to them. These Staff will need to sign the Liability Waiver. They will be responsible for taking out such insurance covering the period of the contract, as they consider advisable at their own expense. They will also be required to sign a Statement of Good Health certifying their fitness to carry out the assignment.

### **Travel and subsistence allowance**

B.3.30 Official travel associated with the assignment will be specified in the contract, and will be authorized, arranged, and related costs paid in a manner consistent with the Organization's relevant travel policies.

### **Termination of contract**

B.3.31 The Consultancy contract may be terminated by either party by giving formal written notice to the other party.

B.3.32 As indicated above, in the event the Organization terminates a contract due to unsatisfactory performance or failure to conform to the standards of conduct defined in the Code of Conduct of this PPPM, the hiring manager should notify the HR representative who will provide written notice to the Consultant (with copy to the Finance office). In the case of termination, the Consultant will be entitled to pro rata payment for work already satisfactorily performed.

B.3.33 In the case that disbursements already made to the Consultant by the Organization prior to termination exceeds the sum finally due, the HR representative will include a request for repayment by the Consultant in the letter of termination.

### **Other procedures and conditions**

B.3.34 All Consultancy contracts will be logged in the Enterprise Management System by the HR representative and assigned a unique sequential number following HR contract numbering systems. The number will include the 2-digit year, the sequential contract number and the suffix "CONS" (representing Consultancy). Any amendments will have the same contract number following by the word "Amendment".

B.3.35 Any proposed changes to the contract (such as changes to content of work, timing, fee, payment schedule or other changes) require a contract amendment. In this regard, the need for a contract amendment must be clearly documented in writing by the hiring manager including a justification for the required change. The request will be submitted by the hiring manager to the HR representative who will review the information for completeness and submit this to the required staff for clearance which shall include:

- the unit head
- the budget holder
- the Head of Finance
- the Executive Director (or their delegate) (final authorization).

B.3.36 Once the proposed change has been approved, the HR representative will prepare a contract amendment and circulate this for approval. The amendment will bear the same base reference number as the original contract with the suffix "Amendment".

B.3.37 Except with the approval of the Executive Director, former Regular Staff Members of the Organization will normally only be engaged as Consultants after a minimum of 3 (three) months have elapsed since their separation from service.

## Process for Recruiting a Consultant

Hiring manager prepares Terms of Reference, timing and deliverables for the assignment and identifies potential Consultant(s) from the roster



Hiring manager submits Request to Recruit Form for approval. Form includes name of proposed candidate(s) and assessment of other candidates considered, Terms of Reference (with clear outputs/deliverables against which the Consultant's performance will be measured), supervisory arrangements, proposed salary level (to be agreed in consultation with HR representative), any travel to be undertaken and other contract conditions



Once approved, HR representative circulates draft contract (with copy of approved Request to Recruit Form)



Once draft contract approved, HR representative finalizes, obtains signature of Executive Director and sends for countersignature to selected candidate



When countersigned contract is received from Consultant, copy is sent to Finance Office for commitment of funds and for organizing payments

- Upon completion of the assignment, Consultant provides invoice (either to HR Representative. HR representative prepares payment cover sheet that requires approval/certification of satisfaction with services by hiring manager. Before release of final payment, the hiring manager also provides an assessment of performance to the HR representative regarding release of final payment.



The HR representative gives instruction to Finance Office for any payment due



Consultants who are assessed as delivering sub-standard work or who do not meet the requirements of an assignment may be removed from the roster of eligible Consultants and denied possibility of future engagements with the Organization. The HR Representative will assess removal of the Consultant from the eligible roster in consultation with the hiring manager.

## **B.4 Appointment of Advisors/Experts**

- B.4.1 As indicated in earlier sections of this Manual Advisors/Experts are persons who are recognized as senior experts in their field and whom the Crop Trust has contracted (generally on a longer-term basis than a consultancy which is more suitable for a specific project-based need) to provide overarching, strategic advice to the Organization as the need arises.
- B.4.2 Identification and recruitment - Identification and recruitment of Advisors/Experts is made by utilizing one or more of the following methods:
- i. Recommendation from an external source; or
  - ii. Recommendation from a Crop Trust Staff Member or Executive Board Member.
- B.4.3 Proposals for persons to be appointed as Advisors/Experts should be presented to the Executive Director using the Request to Recruit Form and should include:
- i. Terms of Reference
  - ii. Proposed duration of the assignment and starting date
  - iii. Location of employment
  - iv. The cost and funding source as well as an explanation for the basis of remuneration (if applicable).

Final approval for the appointment of Advisors/Experts rests with the Executive Director.

- B.4.4 The employment conditions for Advisors/Experts are described in section 14 of this Manual.
- B.4.5 Staff Members who nominate candidates for any Advisor/Expert positions are required to disclose whether the proposed Consultant is the Spouse, recognized Partner, family member, friend or other close associate of a Regular Staff Member. Such disclosure is to be provided on the Request to Recruit form. Advisors/Experts will be required to sign a Disclosure on Family Members, Friends, or Other Close Associates Working in the Organization at the time of signing the contract.
- B.4.6 The Spouse, recognized Partner, family member, friend or other close associate of a Regular Staff Member may only be engaged as an Advisor/Expert if the following additional conditions are met:
- The Advisor/Expert will not be supervised by the Regular Staff Member or vice versa.
  - There is no actual or potential conflict of interest.
  - Neither will participate in any review or decision-making process which affects the other.
- B.4.7 The hiring manager will prepare and submit a Request to Recruit form at least 2 (two) weeks prior to the proposed commencement date for the assignment to allow sufficient time for the necessary processing, clearances, and negotiation if necessary. The information provided in the form (or attached to the form) will include:
- Curriculum Vitae of the proposed candidate
  - Rationale for the selection of the proposed candidate
  - The Terms of Reference which should include a description of the services to be provided
  - Duration of the assignment, starting date and working schedule
  - Supervisory arrangements
  - Proposed remuneration and an explanation of how it was determined
  - Location of employment
  - Details of any official travel required
  - Indication of whether the proposed Advisor/Expert is related to a Regular Staff Member or otherwise closely associated
  - Any special conditions that may apply

- Budget code to which the contract will be charged.

B.4.8 Once the Request to Recruit form has completed the authorization process defined above, the HR representative will prepare a draft contract containing the following:

- Contract reference number
- Terms of Reference
- Supervisory arrangements
- Working arrangements (working schedule, and base from which candidate will work)
- General Terms and Conditions of service
- Payment Instruction Form
- Statement of Good Health
- Liability Waiver
- Disclosure on Family Members, Friends, or Other Close Associates Working in the Organization.

The draft contract will be circulated (together with the signed Request to Recruit form) for final clearance.

B.4.9 All Advisor/Expert contracts must include standard General Terms and Conditions of Service for Consultants. These are standard General Terms and Conditions that apply to all Advisors/Experts and Consultants and have been checked and approved by the Crop Trust's Legal Advisor. Any proposed changes to these General Terms and Conditions of Service must be highlighted and justified/explained by the hiring manager and cleared by either the Crop Trust's Legal Advisor or Executive Director (as appropriate).

B.4.10 Upon final authorization, the HR representative will prepare the final contract for the signature of the Executive Director and arrange to issue the contract to the Advisor/Expert for their countersignature.

B.4.11 Advisor/Expert contracts must be signed by the candidate and returned to the HR office before a candidate can begin their assignment. A copy of the PPM will be provided to all Advisors/Experts with their contract for signature.

B.4.12 On receipt of the countersigned contract, the HR representative will maintain a copy of the contract and relevant background information on file. A copy of the contract will be provided to the hiring manager and the payment instruction form will be provided to the Finance office.

B.4.13 On receipt of the final signed contract, the Finance office will commit the necessary funds and carry out payments as established in the contract.

B.4.14 Fees established on the basis of a lump sum, or which are deliverables-based will be paid after the hiring manager has certified to the Finance office (with a copy to the HR office) that the work has been satisfactorily completed. If the contract provides for payment in installments on completion of clearly identified phases of work, the payment for each phase will be made after the hiring manager has certified that the phase in question has been successfully completed (with a copy to the HR office).

B.4.15 If the Advisor/Expert fails to complete the service specified in the contract to a satisfactory standard or is terminated due to failure to conform to the standards of conduct outlined in the Code of Conduct section of this Manual, a determination will be made by the hiring manager and the HR representative (with approval by the Executive Director) as to what amount, if any, is to be paid for any work that has been completed. The HR representative will notify the Advisor/Expert in writing of the amount to be paid on the basis of any portion of work that has been satisfactorily completed and will provide a copy to the Finance office so that the payment schedule can be modified as necessary.

B.4.16 The hiring manager will notify the Finance office if any reduction should be made to any

payments specified in the payment instruction form.

## **Contractual terms and conditions**

### **Fees and payments**

- B.4.17 The determination of the Advisor/Expert's fee will be made in consultation with the HR representative. The final fee must be cleared by the Executive Director. The candidate may be requested to furnish such additional information that is required to determine their suitability, or to substantiate the fee being negotiated.
- B.4.18 In determining the appropriate fee, consideration will be given to the duties to be performed and the qualifications, knowledge and work experience required for performance of these duties. When proposing the fee, the hiring manager should also consult the current Administrative Circular in effect regarding guidelines on consultancy rates.
- B.4.19 The total fee payable by the Organization will be specified in the contract in terms of gross amounts. Payment of any taxes will be the sole responsibility of the Advisor/Expert who will not be entitled to reimbursement by the Organization of any taxes that they may be required to pay.
- B.4.20 Advisors/Experts may be paid on an hourly, daily, weekly, or monthly rate, or on a lump-sum basis (according to deliverables), whichever is determined to be in the best interests of the Organization.
- B.4.21 Payment will normally be in arrears for services provided or on receipt of deliverables specified in the contract.
- B.4.22 For all Advisor/Expert contracts, the Crop Trust will retain at least 20% of the total fee pending certification of satisfactory completion of assignment.
- B.4.23 The Advisor/Expert will not be eligible for any other benefits such as leave pension or other allowances and is not entitled to any right, benefit, payment, or compensation except as expressly stated in the contract.

### **Insurance coverage and liability**

- B.4.24 The offer will be made to the Advisor/Expert on the understanding that they are medically fit to perform the assignment. As Advisors/Experts are independent contractors, the Organization will not provide any medical or accidental death and disability insurance to them. These Staff will need to sign a Liability Waiver. They will be responsible for taking out such insurance covering the period of the contract, as they consider advisable at their own expense. They will also be required to sign a Statement of Good Health certifying their fitness to carry out the assignment.

### **Travel and subsistence allowance**

- B.4.25 Official travel associated with the assignment will be specified in the contract, and will be authorized, arranged, and related costs paid in a manner consistent with the Organization's relevant travel policies.

### **Termination of contract**

- B.4.26 The Advisor/Expert contract may be terminated by either party by giving formal written notice to the other party.
- B.4.27 In the event the Organization terminates a contract due to unsatisfactory performance or

failure to conform to the standards of conduct defined in the Code of Conduct section of this Manual, the hiring manager should notify the HR representative who will provide written notice to the Advisor/Expert (with copy to the Finance office). In the case of termination, the Advisor/Expert will be entitled to pro rata payment for work already satisfactorily performed.

- B.4.28 If disbursements already made to the Advisor/Expert by the Organization prior to termination exceeds the sum finally due, the HR representative will include a request for repayment by the Advisor/Expert in the letter of termination.

**Other procedures and conditions**

- B.4.29 All contracts of Advisors/Experts will be logged in the Enterprise Management System by the HR representative and assigned a unique sequential number following HR contract numbering systems. The number will include the 2-digit year, the sequential contract number and the suffix "ADV" (representing Advisor). Any amendments will have the same contract number following by the word "Amendment".
- B.4.30 Any proposed changes to the contract (such as changes to content of work, timing, fee, payment schedule or other changes) require a contract amendment. In this regard, the need for a contract amendment must be clearly documented in writing by the hiring manager including a justification for the required change. The request will be submitted by the hiring manager to the HR representative who will review the information for completeness and submit this to the required Staff for clearance which shall include:
- the unit head
  - the budget holder
  - the Head of Finance
  - the Executive Director (or their delegate) (final authorization).
- B.4.31 Once the proposed change has been approved, the HR representative will prepare a contract amendment and circulate this for approval. The amendment will bear the same base reference number as the original contract with the suffix "Amendment".



## **ANNEX C - GUIDELINES ON THE SUPERVISION OF ASSOCIATE EXPERTS**

### **C.1 General**

- C.1.1 Some donor countries establish and finance schemes whereby young professionals can be assigned for a limited number of years to international development efforts, such as the Crop Trust. These young professionals, mainly scientists who have completed their masters or doctoral degree, are selected in agreement between the sponsoring agency and the Crop Trust. The employment of Associate Experts promotes a better understanding of the Crop Trust and provides the Crop Trust with the assistance of outstanding young professionals specializing in fields relevant to the Crop Trust's activities. Associate Experts are fully involved in the work program, carrying out their assignments under the supervision of one or more Professional Staff Members. These young professionals could make major contributions to the work and objectives of the Crop Trust, but their work needs to be supervised and guided. Therefore, designated supervisors must be prepared to invest time in the guidance and supervision of Associate Experts.
- C.1.2 The purpose of these guidelines is to make managers aware of the commitment involved in supervising an Associate Expert. The supervisor must guide the Associate Expert and provide them with appropriate tasks and challenges throughout the assignment.
- C.1.3 In order for Associate Experts to have a better idea of what they may expect from the assignment, a copy of this guidelines for supervision will be provided to them.

### **C.2 Preparation of the Assignment**

#### **C.2.1 Job Description**

The Terms of Reference for the position should clearly state all tasks to be performed by the incumbent and should be a true reflection of the work that will be expected during the assignment. The position description should articulate clearly the minimum background, skills and experience required for the position.

#### **C.2.2 Institutional Framework**

The Associate Expert should be equipped with suitable office space for the duration of the assignment and should be provided with the necessary equipment (furniture, telephone, computer, etc.) to perform their duties from the beginning of the assignment. Associate Experts are expected to conduct themselves as international civil servants to observe the Organization's Code of Conduct described in this Manual.

### **C.3 General Structure of Supervision**

#### **C.3.1 Background and experience of Associate Experts**

Appropriate supervision is key to an Associate Expert's professional

development and for the general success of their assignment. The required level of supervision may differ greatly from case to case depending on the background and work experience of the incumbent. While the overall academic qualification of Associate Experts is usually high, their exposure to a practical working environment may vary. Some donors sponsor graduates directly from university without significant practical work experience, others select professionals with some years of relevant field experience. It is therefore important to adjust the level of supervision in accordance with the specific background of the incumbent.

### C.3.2 The supervisor's role as a coach/mentor

The supervisor is expected to actively coach and mentor the Associate Expert throughout their assignment. The supervisor should provide appropriate learning opportunities, check progress, and provide regular constructive feedback and support them in problem solving as necessary. The supervisor should also regularly seek feedback from the Associate Expert to determine areas in which they require greater guided assistance or that are of concern to them. The supervisor should provide the Associate Expert with adequate responsibility, autonomy and variety of tasks while ensuring appropriate workload and suitability of assignments.

### C.3.3 Establishing a workplan

During the first two weeks of the assignment, the Associate Expert will work jointly with their direct supervisor to develop an agreed annual workplan with clearly defined outputs based on the Terms of Reference for the position. The Associate Expert is expected to contribute to this process of preparing a realistic workplan and timeline. In developing the workplan, the Associate Expert should identify areas in which they will require more intensive training/supervision to optimize their performance. The agreed annual workplan will be used in developing a Performance Agreement and will form the basis for regular assessment of progress and performance in the context of the Organization's Performance Management System described in this Manual.

### C.3.4 Assessment of progress and performance

Associate Experts will participate fully in the Performance Management System, the process of which is described in this Manual. In addition to the formal mid-cycle review called for in the Performance Management process, it is important that supervisors and Associate Experts meet regularly to discuss progress and address any issues in the execution of the assignment.

### C.3.5 Professional development

#### Training allowance

Associate Experts have a training budget that varies according to the policy of the donor. This training allowance can be used for formal training (with the exception of language training which is treated separately) as well as for training- and learning-related travel. Examples of learning-related travel include participation in conferences, meetings and workshops that are relevant to the assignment. The training allowance may also be used for travel where it can be established that it will clearly contribute to the Associate Expert's professional development. The training funds cannot be used for

travel related to project activities.

#### Language allowance

Associate Experts have a language training allowance, the amount of which varies according to the policy of the donor. The purpose of this allowance is two-fold:

- a. To allow the Associate Expert to learn the language of the duty station in order to facilitate their integration into the local community.
- b. To allow the Associate Expert to perform their duties where another language is required.

#### C.3.6 Annual progress report for donors

Some donors require that supervisors of Associate Experts complete an annual progress report to provide an update regarding the assignment. Typically, such reports will require information on achievements and planned activities, supervising/monitoring arrangements, description of training activities undertaken by the Associate Expert and an assessment of the overall performance of the Associate Expert. Donors may provide specific guidelines for such progress reports.

#### C.3.7 Contract extension

Contract extensions for Associate Experts may be possible, the terms of which vary from donor-to-donor. Prior to completion of an assignment, the supervisor will be requested to provide a written assessment of performance and recommendation regarding contract extension. The final decision for extension rests with the Executive Director.

### **C.4 Completion of Assignment**

C.4.1 Upon completion of the assignment, the supervisor will be required to prepare a final evaluation report. This report may impact on the donor's decision to continue support to the program. It is therefore important that this report provide a comprehensive summary of the work undertaken by the Associate Expert, a description of the opportunities that were provided for professional development and the resulting increased capacity and experience as well as the contributions that the Associate Expert made to the work program. Reference should be made to any specific outputs produced by the Associate Expert during the assignment (publications, papers, seminars, etc.).

C.4.2 The supervisor should encourage the Associate Expert to present the results of their work in a Staff seminar. Copies of papers, publications, presentations, or other outputs from the work undertaken by the Associate Expert during their assignment should be maintained by the Organization.

## ANNEX D - PERFORMANCE ASSESSMENT GUIDELINES

### D.1 General

- D.1.1 As indicated in the Performance Assessment and Staff Development section of this Manual, every Staff Member will have their work performance and contribution towards the Crop Trust's objectives evaluated periodically.
- D.1.2 The purpose of the Performance Appraisal System is to enhance the performance of the Crop Trust by ensuring that individual work objectives are aligned with the Organization's strategic goals and through improved performance of individual Staff.
- D.1.3 The system aims to achieve this by:
- Ensuring that Staff have a clear understanding of their responsibilities and the quality of performance that is expected of them.
  - Identifying individual work objectives that contribute to the Organization's overall objectives.
  - Enhancing communication between the Staff Member and supervisor on work-related issues.
  - Helping Staff to objectively assess their own performance.
  - Helping supervisors to objectively assess the performance of Staff that report to them.
  - Identifying and resolving any performance-related problems in a timely manner.
  - Providing an opportunity to identify Staff development needs.

### D.2 Key features of the system

- D.2.1 Participation in the Performance Management System is compulsory for all Regular Staff Members. Participation in the system is encouraged but optional for Temporary Staff that are expected to be employed for a minimum of 6 (six) months.
- D.2.2 Participation in the Performance Management System forms the basis for contract renewals, salary assessments and staff development opportunities.
- D.2.3 The System is based on a formal Performance Agreement that is negotiated annually between the Staff Member and their supervisor. It is based on the Staff Member's individual workplan that should contribute to and be aligned with the Organization's larger strategic goals.
- D.2.4 The Staff Member's performance is appraised at the end of each annual cycle and at least one formal mid-cycle review shall be conducted.

## **ANNEX E - PERFORMANCE MANAGEMENT – DISAGREEMENT PROCESS**

The performance management system is underpinned by the principle of joint ownership and mutual agreement between the Staff Member and the supervisor. However, there may be cases where mutual agreement is not reached, particularly at the stage of performance appraisal. The procedure below is designed to allow a satisfactory resolution of the disagreement in a transparent, fair, and effective way.

The procedure is based on a two-stage mediation process:

### **1. Review by second-level supervisor**

A Staff Member who, after thorough discussion with the primary supervisor and consultation with Human Resources, still does not agree with the appraisal rating, can request a meeting with the second-level supervisor, the primary supervisor, (and the co-supervisor if applicable). The Staff Member should make a request for this meeting to their second-level supervisor.

The second-level supervisor will arrange for the meeting to take place within ten days (to allow sufficient time to review the points of disagreement) and can request the HR representative to be present at the meeting as advisor.

After the meeting has taken place, the results will be documented by the second-level supervisor notifying the HR representative by email, with copy to the Staff Member, the supervisor, and the co-supervisor (if applicable) whether or not agreement was reached.

### **2. Review by a formal Review Committee**

If agreement is not reached in the context of the review conducted by the second-level supervisor, the case will be reviewed by a formal Review Committee. The request for the formal review by the Committee is triggered by the Staff Member by sending a message to the HR representative to request a “formal disagreement review”.

Once the HR representative receives this request they will initiate the procedure for the formal review by informing the Executive Director and forming a Review Committee which is comprised of one Chairperson, two full members. The Executive Director (or their delegate) appoints one full member and the HR representative appoints the other member. The Executive Director (or their delegate) and the HR representative jointly appoint the Chairperson. An alternate chairperson and two alternate full members are appointed with the same procedure. The HR Unit will have an “ex-officio” member in the committee with the role of coordinating the process and providing expert advice. The members of the Committee are appointed for the duration of the review of the specific case and must be briefed in good performance management practices in order to effectively carry out their task in the Committee. No member of the Committee should work in the same unit as the supervisor or the Staff Member.

The Review Committee has the following tasks:

- a. Review the documentation about the disagreement case, which will be provided by the HR representative.
- b. If necessary, hear (separately or jointly) the Staff Member, supervisor, co-supervisor (if applicable), second-level supervisor, any other person who could provide relevant information, and the HR representative in their capacity of performance management process owner and expert.

- c. Decide on the resolution of the disagreement. In this regard, the Chair of the Committee will write a report to the Staff Member, with copy to the Executive Director (or their delegate), supervisor and second-level supervisor (and the co-supervisor if applicable). The report will include the findings of the Committee and its decision. The decision of the Review Committee is final.

Within 20 days of convening the Review Committee the Committee will submit its report to the Executive Director (or their delegate) for information who will forward this to the HR representative.

As soon as HR receives the report of the Committee, it will ensure that the performance appraisal phase is finalized. The report will be part of the performance management record of the Staff Member.

## **ANNEX F - PERFORMANCE MANAGEMENT – CHANGE OF SUPERVISOR OR POSITION**

The information below is intended to provide Staff Members and supervisors with guidelines in cases where a Staff Member's supervisor changes or their position changes during the Performance Appraisal Cycle. Any further questions should be directed to the HR representative.

### **A. Procedure in following cases: supervisor leaves the Organization/new supervisor appointed/Staff Member reassigned a new supervisor:**

#### During the Phase to set up a new Performance Appraisal

1. Upon notification of the change of supervision, the HR representative will reassign the Staff Member under the new supervisor.
2. The HR representative will request the Staff Member and new supervisor to review and, if necessary, define together new work objectives, activities, and output targets. In this context, the Staff Member will indicate the former supervisor as a person to be contacted to provide feedback.

#### During the Mid-Term Review phase of the ongoing cycle

1. Upon notification of the change of supervision, the HR representative will request the current supervisor to complete a summary of the Staff Member's progress and performance, following a discussion with the relevant Staff Member.
2. Upon notification that the Mid-Term Review has been completed, the HR representative will reassign the Staff Member under the new supervisor.

#### During the Performance Appraisal phase of the ongoing cycle

1. Upon notification of the change of supervision, the HR representative will request the current supervisor to complete the Staff Member's performance appraisal, following a discussion with the relevant Staff Member.
2. Upon notification that the Performance Appraisal has been completed, the HR representative will reassign the Staff Member under the new supervisor.

### **B. Procedure if a Staff Member is appointed to a new position during the performance cycle**

#### During the Phase to set up a new Performance Appraisal

1. The HR representative will request the Staff Member and new supervisor to define together work objectives, activities and outputs related to the new position. In this context, the Staff Member will indicate the former supervisor as a person to be contacted to provide feedback.

#### During the Mid-Term Review phase of the ongoing cycle

1. The HR representative will request the current supervisor to complete a Performance Appraisal to document the assessment of Staff Member's progress and performance in the current position.

2. The HR representative will maintain a copy of the completed Performance Appraisal for the current position and provide a copy to the new supervisor for information.
3. The HR representative will request the Staff Member and new supervisor to define together work activities, output targets and job success factors related to the new position.
4. Upon completion of the year, the new supervisor will complete their independent assessment of the candidate for the period under their supervision.
5. The HR representative will prepare an average numerical rating based on the two Performance Appraisals and return this to the Staff Member and the new supervisor.

During the Performance Appraisal phase of the ongoing cycle

1. The HR representative will request the current supervisor to complete the Staff Member's performance appraisal in discussion with the relevant Staff Member.
2. Once the Performance Appraisal has been completed, the HR representative will reassign the Staff Member under the new supervisor.
3. The HR representative will request the Staff Member and new supervisor to define together work activities, output targets and job success factors related to the new position for the following cycle.

**Note:** The performance agreement is the primary tool for the recording of agreed work objectives. In this context, it is considered the reference document for the completion of the Probationary Period Form and related activities.

**C. Procedure in the case of a Staff Member joining or leaving the Organization during the performance management cycle**

Joining

1. Staff Members who join the Organization by 30 June are required to negotiate a performance agreement and undergo a full performance management cycle (Performance Agreement, Mid-Term Review and Performance Appraisal)
2. Staff Members who join the Organization after 30 June are required to complete a workplan detailing activities and expected outputs from the date of joining until the close of the cycle on 31 December.

Departure

1. Prior to the Staff Member's departure, the supervisor is required to complete a summary of the Staff Member's performance.
  - a. *If the Staff Member leaves shortly after the establishment of the Performance Agreement (before the Mid-term Review)*  
The HR representative may request that the Staff Member and supervisor complete the Performance Appraisal, and this will be treated this as the Staff Member's final assessment.
  - b. *If the Staff Member leaves during the Mid-Term Review phase of the cycle:*  
The HR representative will request that the Staff Member and supervisor complete the Performance Appraisal at this time, and this will be treated this as the Staff Member's final assessment.



- c. *If the Staff Member leaves after the Mid-Term Review during cycle:*  
The HR representative will request that the Staff Member and supervisor complete the Performance Appraisal at this time, and this will be treated this as the Staff Member's final assessment.

