



# HUMAN RESOURCE POLICY DOCUMENTS (REF RCMRD HRPD/01)



**Regional Centre for  
Mapping of Resources  
for Development**



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## STAFF RULES AND REGULATIONS (REF RCMRD SRR/01)

*Approved by Governing Council 2019  
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### Article 1: Scope

The present Staff Rules and Regulations of the Regional Centre for Mapping of Resources for Development (hereafter referred to as "RCMRD" or "the Centre") represents the broad principles of human resource policy for the staff and management of the Centre. They embody the fundamental conditions of service and the basic rights, duties, obligations, responsibilities and privileges of the staff and the Centre. They shall be applied to all persons in the employment of the Centre, irrespective of whether on regular contract, temporary appointment or secondment. The Director-General, as the Chief Executive Officer of the Centre, shall apply and enforce these Rules and Regulations within the spirit of the Agreement establishing the Centre, the Agreement regarding the headquarters of the Centre and the Governing Council decisions.

### Article 2: Authority

These Rules and Regulations shall, on adoption by the Governing Council of the Centre, come into effect from the first day of January 2020 and shall supersede all previous rules and regulations of the Centre.

### Article 3: Purpose and Underlying Considerations

The paramount consideration under these Rules and Regulations shall be the necessity of securing the highest standards of efficiency, competence and integrity in the management of the Centre's human, material, and financial resources. To this extent, the rules and regulations place much emphasis on performance, productivity, and accountability in matters relating to resource allocation.

### Article 4: Application

The provisions of these Rules and Regulations shall apply to all staff members employed by the Centre on a full-time basis, casual, part-time workers, and experts seconded under technical assistance programs. They shall not apply to those persons specifically recruited for conferences, other short-term services, and appointees such as consultants or advisors.

### Article 5: Delegation of Authority

The Director-General may delegate his/her authority under these Rules to a properly designated staff member of the Centre as occasion demands.

### Article 6: Amendment

These Staff Rules and Regulations may be amended by the Governing Council. Proposed amendments from any member of the Contracting member States shall be forwarded to the Director-General at least six (6) months in advance of the Centre's annual meetings. The Director-General shall circulate the proposed amendments to all contracting member States along with other relevant documents and shall be included in the agenda for the immediate next annual meeting of the Centre.

### Article 7: Basic definitions

#### 1. The Centre, Organs and Officers

“The Centre” means the Regional Centre for Mapping of Resources for Development (RCMRD), at Nairobi, Kenya.

“The Host Country” means the country hosting the headquarters of the Centre.

“Participating member State” means the member State which is party to the Agreement establishing the Centre.

“Council” means the Governing Council of the Centre.

“The Chairperson” means the Chairperson of the Governing Council.

“Director-General” means the Chief Executive Officer of the Centre.

“Director” means the head of an established Directorate at the Centre.

“Chief Medical Officer” means the Medical Officer of a hospital in the city of Nairobi so designated by the Centre for the purpose of these rules or any other person legally registered to practice medicine by the state within or outside the Eastern and Southern African sub-region.

“Contracting member States” means the countries which have assented to the Agreement establishing the Centre.

“Regular term contract” means contract of employment that is for a fixed period of two (2) years or more in an established and graded position on the Centre’s approved organizational structure, either GS or Professional positions. This definition will apply to a long term project such as SERVIR E&SA Project whose staff are on 2 year contracts.

“Project position” means contracts for project staff which shall be determined by the length of the project.

“Fixed term contracts” are for a specified period of time and are not renewable.

“Casual employee” means a person the terms of whose engagement provide for his/her payment at the end of each day and who is not engaged for a longer period than twenty four hours at a time;

“Temporary contract” can be grouped into two distinct categories. One category of temporary staff refers to individuals appointed for a maximum of one (1) year on a non-established position.

The other category of temporary staff are short term and are on a contract of employment which covers a period of up to a maximum of eleven months (11) and appointment is to a graded and established position on the organizations structure. The appointment of an individual to such a position should be reported to the GC at the end of the year. Additionally, individuals can be appointed on short contracts of up to 6 months and they are required to take a break after every 6 months. Such types of appointment are meant to undertake a specific task, do not provide guarantee of renewal and can be terminated at short notice.

“Secondment position” means appointment of Centre’s staff member which is made by agreeing with Contracting member States or other organizations to deploy their staff to fill a vacant position at the Centre.

“Part time staff” are individuals who work less than a specified number of hours during a standard work week. They are not entitled to benefits and are paid as per the number of hours worked.

## 2. Committees, Panels and Boards

“Technical Committee” means the Committee appointed by the Governing Council and responsible for advising the Council on technical as well as on administrative, personnel, budgetary and financial matters and policies.

“Appointments, Promotions and Remunerations Committee” means the body established by the Governing Council and charged with the responsibility for the selection of applicants for appointment, the review of proposals and applications for and by staff members for advancement and promotion, discipline for Professional staff and review of cases involving salaries and other human resource policy issues.

“Internal Appointments and Promotions Committee” means the Committee appointed by the Director General comprising of Heads of Directorates and Divisions and Staff Representation charged with the responsibility for the selection of applicants for appointment, including conducting interview, the review of performance evaluation of General Service staff members for reward, advancement and promotion.

“Finance and Audit Committee” means the body set up by the Governing Council for the examination, evaluation, and review of bids for tenders; and making appropriate recommendations to Council for the award of contracts or effect changes thereof.

“Conference of Ministers” is the overall policy organ of the Centre. It is composed of the Ministers responsible for Geo-Information activities in the Contracting Parties.

“Medical Board” means the body set up by the Governing Council under the chairmanship of the Chief Medical Officer to review medical cases for decisions regarding special treatments or medical evacuations.

## 3. Staff

“Staff member” means a holder of an appointment specified in Article 4.

“Professional Staff” means a staff member holding a post in the professional category.

“General Service Staff” means a staff member holding a post in the General Service category.

“Internationally recruited staff” is a staff member recruited by the Centre from participating member States, through a vacancy announcement. They normally belong to the Professional category. However, in the event that the required expertise in the General Service category is not available in the host country, such expertise could be obtained from outside the host country, in which case, the General Service staff so recruited shall have the status of an “internationally recruited” employee.

“Locally recruited staff” is a staff member in the general service category who is recruited locally within the host country.

“Dependent spouse” for the purpose of these rules, means any person lawfully married to a staff member of the Centre. Only one dependent spouse shall be recognized by the Centre.

“Dependent child” means a natural or legally adopted child not exceeding twenty one years of age. The recognized age shall be raised to twenty-five if the child is permanently disabled, attending an institution of higher learning, or in full attendance at a recognized school or university, and is fully and continuously dependent on the staff member’s support.

“Beneficiary of a staff member” means any person nominated as such in writing by a staff member for the purpose of receiving service and/or insurance benefits accruing to the staff member upon the staff member’s death.

“Registered domicile” means the place which, upon appointment, a staff member declared to be his/her home. A change of registered domicile shall not be recognized for the purpose of these rules and regulations unless such a change has been previously notified to, and approved, by the Director-General.

## 4. General

“Misconduct” means general behavior inimical to discipline and good administration of the Centre.

### Article 8: Duties

1. Staff members of the Centre, including the locally recruited staff are international civil servants, and as such their responsibilities shall not be national, but shall be to the Centre exclusively. By accepting appointment at the Centre, they shall pledge themselves to discharge their duties and regulate their conduct in accordance with the interest of the Centre.
2. Staff members of the Centre may exercise their right to vote but shall not engage in any political activity that may compromise their independence or reflect adversely on their status as international civil servants.
3. Staff members shall uphold and respect the principles set out in the Agreement establishing the Centre and the Host country agreement.
4. Staff members shall uphold highest standards of efficiency, competence, integrity and impartiality in all matters affecting their work and status.
5. All rights, including title, copyright and patent rights in any work performed by a staff member for the Centre as part of his/her official duties shall be vested in the Centre.
6. Staff members, regardless of their nationality, shall be entitled to and granted, within the territories of the host country and the countries of other participating member States, privileges and immunities consistent with their status as international civil servants. Such privileges and immunities shall be as specified in the Agreement concerning the Headquarters of the Centre, and in the Agreement establishing the Centre.

### Article 9: Obligations

1. While acknowledging the special characteristic of the Centre – particularly, as a supra-national public sector body – it is essential that all persons associated with it strive to promote its objectives and contribute to its survival and growth.
2. Staff members are under obligations to respect the host country's laws and regulations within the context of the Agreement between the Centre and the host country.
3. The Director-General as the Chief Executive Officer of the Centre, shall apply sound management practices, which accord paramount considerations for integrity, competence, and efficiency. In taking decisions affecting the careers and well-being of the staff, the Director-General and other senior staff shall take these Rules and Regulations as their sole guide, and shall refrain from actions that can reasonably be considered as unlawful, unfair, or based on impure motives.
4. The generality of the staff shall at all times comport themselves in a manner befitting their status as international civil servants. They shall neither seek, nor act on, instructions from bodies external to the Centre. They shall not receive gifts, honors, awards, or gratifications that may compromise their professionalism, autonomy and integrity, and shall take immediate steps to deposit with the authorities of the Centre, all such gifts, honors, awards, or gratifications that come into their possession while in the service of the Centre.
5. Every staff member shall be given a Job Description outlining his/her duties and responsibilities. Staff members shall be encouraged to provide suggestions on how their Job Descriptions could be revised to be in line with contemporary and future challenges of their posts.
6. The senior management of the Centre shall take steps to identify and remove constraints on program implementation, and shall promote an atmosphere conducive to the application of innovative approaches to challenges facing the Centre. With these Rules and Regulations providing overall safeguards against irresponsible action, staff members shall be encouraged to propose to Management measures that they believe are likely to enhance the effectiveness and efficiency in the operations of the Centre.

7. In the performance of his/her duties the Director-General shall be accountable to the Governing Council only.
8. Other staff members of the Centre shall be accountable and subject to the authority of the Director-General. Accordingly, they may neither seek nor accept instructions from any government or any international authority outside the Centre. In any case, staff members shall pay due regard to the hierarchy of the Centre and to discipline, in the performance of their duties.
9. In exercising his/her authority the Director-General shall seek to ensure, having regard to the circumstances, that all necessary safety and security arrangements are made for staff carrying out the responsibilities entrusted to them.
10. Staff members shall maintain the highest standards of conduct and shall avoid any action incompatible with the standards of conduct required of them as international civil servants.
11. Staff members shall not undertake paid work or other continuous work with parties outside the Centre.
12. The Director-General may assign outside duties to a staff member other than his/her official functions at the Centre. Such outside duties should be limited to activities connected with the provision of consultancy services elsewhere and the writing of manuals and professional papers. All fees for the outside activities undertaken by a staff member as well as the charges for the use of equipment and materials of the Centre shall be paid into the account of the Centre.
13. At the time of appointment, each staff member shall nominate in writing in a form prescribed by the Centre, a beneficiary or beneficiaries. In the event of death of a staff member, all amounts standing to his/her credit will be paid to his/her nominated beneficiary or beneficiaries, or to his/her estate. Any changes in nomination of beneficiary or beneficiaries should be communicated to the Director-General in writing and a copy lodged in the staff member's file.
14. The Centre shall provide a work environment that is conducive for staff members, visitors and clients living with disabilities.

#### Article 10: Privileges

1. The privileges and immunities enjoyed by the Centre are conferred in the interest of the Centre. These privileges and immunities furnish no excuse to the staff members who are covered by them to fail to observe laws and other regulations of the State in which they are located, nor do they furnish an excuse for non-performance of their private obligations. In any case, staff members shall be entitled to and granted, within the territories of the Host Country and of other contracting member States, the privileges and immunities as specified in the Agreement establishing the Centre.
2. Where an issue arises regarding the application of these privileges and immunities, the staff member shall immediately report the matter to the Director-General, who alone may decide whether such privileges and immunities exist and whether they shall be waived in accordance with the relevant instruments.

**Article 11: Classification of Posts**

1. In conformity with the principles laid down by the agreement establishing the Centre, the Director-General shall make appropriate provisions for the classification of posts and staff according to the nature of the mandate, duties, responsibilities and the requirements of the Centre.
2. The generic posts classification of the Centre shall include, but not limited to the following: management, technical, research, administrative, and support services. Those positions shall be categorized as regular, temporary and secondment positions. The current approved core staffing table of the Centre shall be updated from time to time by the Council upon recommendation of the Director-General with a view to introduce new, modify or abolish existing positions in the best interest of the Centre. Any such amendment shall be recorded as approved by the Governing Council.
3. New posts shall not be created unless the Director-General provides a clear justification and the Governing Council approves the proposed new post or posts. The justification for a new post may include, among others, the review and restructuring of existing posts within the context of a systematic "multi-skilling" policy; the merger of existing jobs after the elimination of redundant operations and time-consuming procedures; new investment in ICT hard - and soft-ware - where this proves less costly, or the adoption of a combination of cost-saving measures.
4. The Director-General may, in any case, be required to provide additional justification for the creation of new posts, taking into account the financial position of the Centre.

**Article 12: Vacant Positions**

1. A vacant position may be declared when: 1) the Centre has created a new position as per Article 11 paragraphs 3 and 4 above; 2) the incumbent has been promoted to a higher level; 3) the incumbent has resigned; or 4) the incumbent has retired, was dismissed, or passed away.
2. When a position is vacant and to recruit the most qualified candidate, the Centre will issue a competition notice, exam or vacancy announcement inviting for applications together with a curricula vitae (CV). Either method should be designed in such a way that the Centre could get specific information and knowledge necessary to determine the caliber and quality of the candidates.

**Article 13: Vacancy Announcement**

1. Vacancies could be announced to internal candidates, to external candidates or to both. To provide for adequate member States' representation in the Secretariat, some vacancies could be opened to a restricted number of Contracting member States.
2. A vacancy announcement should be widely circulated and advertised to all member States (if an international position) and locally, for a GS position. In both cases sufficient time (at least 30 days) should be given to receive applications.
3. When a professional position is vacant, and in the event that all (internal and external) candidates meet the requirements for that position, preference should be given in the following order:
  - Outstanding performer staff from within the Centre, who is already familiar with the work of the Centre;
  - Successful candidates from non or underrepresented Contracting member States;
  - While considering bullets 1 and 2 above, due consideration shall be given to equally qualified persons to ensure gender balance, and diversity matters particularly at professional levels.
4. The vacancy announcement should contain the following:
  - (a) Job information (i.e. open and close dates, job title, job number, number of positions to be filled, level of initial salary, terms and conditions of employment, related benefits, job duties and obligations, required qualifications and experience, evaluation criteria, any supplementary information, including gender preference, how and where to apply, and who to call for clarification, and

- (b) Personal information required for applicants (i.e. level of education, knowledge of languages, length of relevant working experience, and other specific requirements for the position).

#### Article 14: Filling a Vacant Post: General Provisions

1. All recruitment shall be made on competitive basis. Without prejudice to Article 13, paragraphs 1 and 2 above, selection of staff shall be made without distinction as to race, sex, religion or physical disabilities. So far as practicable, selection of professional staff of the Centre and for higher positions shall be made to ensure equitable geographical distribution of posts among the Contracting member States especially the non-represented countries. Due regard shall be given to diversity. Articles contained in the Proportional Representation Policy shall be adhered to ensure equity and fairness.
2. The Human Resource and Administration Division will screen all applications received within the deadline to determine if they meet the minimum qualifications and experience as stated on the vacancy announcement. Thereafter a shortlisting panel shall be appointed by the Director General including expertise from the recruiting section to shortlist the applications. Short listing and interviews will be conducted using the following criteria:

#### Shortlisting criteria

- a) academic/ professional qualifications – 7points
- b) past performance as contained in prior employment – 7 points
- c) seniority in current position – 3 points
- d) communication skills -3 points
- e) work related achievements – 5 points
- f) supervisory skill – 5 points

#### Interview criteria

- a) academic/professional qualifications – 15 points
  - b) relevant experience – 15 points
  - c) communication skills – 10 points
  - d) knowledge of the job – 50 points
  - e) general knowledge – 10 points
3. In the case of the post of Director-General, an applicant shall provide, along with the application, the names and addresses of three (3) referees, and a written undertaking by his/her Government to release him/her or raising no objection for him/her to join the Centre in the event of his/her being selected.  
The Director General has the mandate to advertise professional positions without awaiting approval from Governing Council.
  4. For General Service Staff vacant positions, priority will be given to internal candidates. Internal candidates should submit their application within 15 days from the date of issuance of the vacancy announcement. If no suitable candidates in terms of academic qualifications, experience and other requirements are identified from internal candidates, then the vacancy will be open to external candidates. Once suitable candidates have been identified, the HR & Administration Division shall screen the applications and a shortlisting panel appointed. Interviews shall be for all of them on same day. In case of a big number of short-listed candidates, the HR & Administration Division may use other levels of pre-selection (a short written exam) to further scrutinize the candidates from the short-list.
  5. In the case of professional positions and without prejudice to Article 13, paragraphs 1 and 2 above, vacancies will be advertised in all member States.
  6. Applicants who meet the above requirements will be short listed by the HRAO (HR & Administration Division) as qualified candidates and submit their names to the Appointments, Promotion and Remuneration Committee (APRC), for Professional positions, for the GS positions, the Director General shall appoint a panel to undertake shortlisting of the applications and thereafter submit to the Internal Appointments and Promotion Committee (IAPC) for an interview. During Interviews, the Heads of Directorates shall have the discretion of inviting specialist staff within their Directorate to advise the interview panel. Not less than three (3) candidates shall be considered for interviews as per the Recruitment and Deployment Policy

### **Article 15: Interview of Candidates**

1. The interview shall be arranged in such a way to ensure fairness in the process and to ascertain applicant's proficiency, ability and knowledge of the job advertised. The interview could be face-to-face or by telephone. In either case, the same procedure should apply to all short-listed candidates. When a face-to-face interview is required, the Centre will bear the cost of the candidate from his/her place of residence to the interview point, including the daily subsistence allowance applicable, if the candidate is coming from another city away from the location of the Centre and has to spend 24 hours or more for that purpose. The interview process as explained in the Recruitment and Deployment Policy defines the invitation period and stipulates the pass mark during interviews.
2. Upon successful interview, the selected candidate will be required to pass and submit to the Centre a medical fitness certificate by a recognized medical practitioner. Thereafter, an offer of employment shall be issued. Feedback will be provided to unsuccessful candidates.

### **Article 16: Keeping a Roster of Qualified Candidates**

If a position is in the GS category whereby there are often regular openings or for which several vacancies are expected, after a careful selection of candidates for a specific position, the Centre can open a list of other equally qualified candidates for similar vacant positions so that the Centre can just call on those should a new vacancy occur, within a period of one (1) year.

### **Article 17: Affirmative Action**

The Centre shall strive to ensure that it promotes equality of employment opportunity by endeavouring to have a gender balanced work force, various age groups, and individuals of diverse culture. Reference shall be made to the Policy on member States Proportional Representation in the Staffing of Professional staff positions, whose provisions will apply in equal measure in the recruitment of local staff.

### **Article 18: Work Place Diversity**

1. RCMRD commits to recognize and enforce policies that promote gender differences, age, regionality, nationality, culture, ethnicity, religion and physical disability in managing staff of the Centre including in recruitment, promotion and provision of facilities.
2. Equal and adequate opportunity will be given to all candidates and individuals including minority groups in employment and other career related opportunities as well as provision of facilities that address the needs of a diverse staff structure (Refer to Proportional Representation Policy).
3. Employees of RCMRD shall not be harassed on condition of age, physical disabilities, ethnicity, gender, nationality and related diversities.

### **Article 19: Discrimination in Employment**

1. It shall be the duty of the Governing Council and the Director General to promote equality of opportunity of employment in order to eliminate discrimination.
2. No employer shall discriminate against an employee or a prospective employee or harass an employee or prospective employee on the grounds of race, colour, sex, language, religion, political or other opinion, nationality, ethnic or social origin, disability, pregnancy, mental status or HIV status in respect of recruitment, training, promotion, terms and conditions of employment, termination of employment or other matters arising out of the employment.
3. Management shall ensure to implement affirmative action measures which promote equality and eliminate discrimination at the work place.
4. All staff members shall be paid equally for work of equal value.

### **Article 20: Recruitment of Short-Term Staff**

1. When recruiting Short Term staff to undertake various assignments like project implementation, the guidelines in the Recruitment and Deployment Policy procedure shall be followed.
2. Interns shall not be converted to part time or short-term staff without undergoing the recruitment process.

3. Procedure on how to manage revoked offers, induction and deployment shall be as stipulated in the Recruitment and Deployment Policy as well as various elements of the Proportional Representation Policy.

#### **Article 21: Consultancy Engagement**

There are instances whereby the Centre requires the expertise of individuals who are renowned in their respective fields and of which such expertise does not exist within RCMRD. The recruitment of this cadre of individuals shall be guided by Procurement Regulations as well as Consultancy Engagement Guidelines. The various categories of consultants and contractors is as per the Consultancy Guidelines. The rates to be paid to the various categories shall be guided by their years of experience and achievements in their field.

### Article 22: Eligibility

1. To be eligible for appointment, a candidate must:
  - Possess the required qualifications and experience as outlined in the Vacancy Announcement and summarized in the evaluation criteria.
  - Be a national of a Contracting member State, unless in exceptional circumstances where the required expertise is not available in any of the Centre's Contracting member States.
1. The power of appointment of professional staff shall be exercised by the Governing Council after considering the recommendations of the Appointments, Promotions and Remunerations Committee.
3. The appointment of other categories of staff members, including general service, consultants and short-term staff, rests with the Director-General after considering the recommendations of the Internal Appointments and Promotions Committee.
4. The Centre shall place no restrictions on the eligibility of men, women and people with physical disabilities to compete on equal footing for vacancies occurring at various levels in the Centre.

### Article 23: Selection Procedures for Senior Management Positions

1. In selecting the Director-General, due consideration shall be given to the fact that the new officer is from a different nationality from the outgoing officer. In either case, both officers should not be nationals of the same Contracting Member State. Due consideration shall be given to ensure gender balance.
2. Strong and proven management experience, including resource mobilization, would be of paramount importance for the position of Director-General.

### Article 24: Appointments of Professional staff

1. Appointments to established professional posts or to posts with an international status including those of the Director-General, Directors and Heads of Departments shall be made by the Governing Council after considering the recommendations of the Appointments, Promotions and Remunerations Committee. This provision shall, however, not apply to temporary and consultancy appointments, which shall be made by the Director-General.
2. In line with Member States Proportional Representation in Recruitment of Professional Staff policy, for appointment to any established professional posts due consideration should be given to non-represented Contracting member States. Equally qualified women candidates, and persons with disability should be given preference.

### Article 25: Appointments, Promotions and Remuneration Committee

1. The Appointments, Promotions and Remuneration Committee shall consist of the following members:
  - The Chairperson of the Governing Council, is Chairperson of the Appointments, Promotions and Remuneration Committee ;
  - three other members of the Governing Council designated by the Council;
  - The Director-General as an ex-officio member.
  - The HR and Administration Officer may when need arises be called in to act as Secretary to the Committee.
2. The Director of the Directorate or section head concerned shall be in attendance to answer technical questions and provide necessary information to the Committee members. He/she shall, however, not participate in the deliberations, and shall not have the right to vote.

## **Article 26: Mandate of Appointments Promotions and Remuneration Committee**

The mandate of the Appointments, Promotions and Remuneration Committee is as follows:

1. Conduct interviews for the DG and Professional staff.
2. Conduct performance evaluation for the DG and Professional staff
3. Review salary and allowances, staff complaints, human resource reports and policies.
4. Review disciplinary cases for professional staff.
5. Approves renewal of contracts for professional staff.
6. Approves recruitment of professional staff.
7. Approves early retirement for professional staff.

## **Article 27: Appointments of General Service staff**

1. Appointments to posts in the General Service category shall be made by the Director-General on the recommendation of the Internal Appointments and Promotions Committee. This Internal Committee shall be constituted as follows:
  - a) Director General as Chairperson;
  - b) all Directorate Heads; the Directorate heads have the discretion of inviting the Section Head of the recruiting section including Project Head if the position is in a project to advise the interviewing panel.
  - c) one staff representative;
  - d) HR & Administration Division to serve as Secretary.
2. The Internal Appointments and Promotions Committee shall constitute an Interview panel for General Service posts with the Head of Department in which the vacancy is located as a member.
3. The Internal Appointments and Promotions Committee shall recommend the successful candidate for the approval of the Director-General.
4. The appointment of casual laborers and daily rated employees will be facilitated by HRAO in consultation with the section/ directorate in need and will be reported to the DG for information purpose.
5. The decisions of the Director-General on appointments to General Service posts shall be communicated to the Governing Council for information purposes.

## **Article 28: Mandate of the Internal Appointment and Promotion Committee**

1. Conducts interviews for the General Staff, temporary staff and short term staff.
2. Conducts Performance Evaluation for the General Staff, temporary staff and short term staff.
3. Reviews and recommends staff matters such as disciplinary related issues and grievances to the DG for action.
4. Recommends to the DG for staff promotion and renewal of contracts.

## **Article 29: Temporary Appointments**

1. All temporary appointments shall be limited to the period specified in the letter of appointment and shall cease automatically at the end of that period.
2. A temporary appointment to an established post may, in exceptional circumstances, be made by the Director-General with the approval of the Chairman of the Governing Council. Such an appointment shall not exceed eleven (11) months and shall be reported to the Governing Council. The temporary incumbents of established posts shall have no advantage over other applicants whatsoever when the posts are to be filled in the terms and conditions specified in these Rules and Regulations.
3. A person appointed on short-term basis by virtue of this regulation may not be appointed full time to that post unless the post has been advertised as being vacant and such person after having applied for it and having been interviewed he/she has been found suitable.
4. Consultancy appointments shall normally be for a period not exceeding six months. Thereafter, the consultant shall be required to disengage for at least a month before being eligible for re-appointment on same or similar position at the Centre.

### Article 30: Acting Appointment

1. An acting appointment may be offered in writing by the Governing Council on the recommendation of the Director-General in the case of a senior staff member and by the Director-General on the recommendation of the Head of Department concerned in case of a general service staff member.
2. In case of vacancies that may occur in Professional staff positions during the year, the Governing Council has delegated authority to the Director General to appoint an officer to act in the position with advice from the Management team in order not to create a performance gap. Additionally, the criteria to be considered while selecting an individual to act will include but not limited to seniority, education levels, competency and leadership skills. The acting appointment shall be reported during the subsequent Governing Council meeting.
3. A person so appointed shall be given a schedule of the duties and responsibilities of the post in which he/she is required to act.
4. The minimum acting period shall be for six (6) months and the maximum shall be for one (1) year; within such a period the Director-General shall ensure that the post is properly advertised and filled in the terms and conditions set in these Rules and Regulations. The Acting Appointment can be extended should the position remain vacant despite efforts to fill it. In either case, a letter will be issued to the staff member stating clearly the terms of the acting appointment and the allowances and privileges attached to such appointment, if applicable.
5. Delegation shall be undertaken when an individual is away from his workplace either on official mission or annual leave and shall involve the assignment of authority to a subordinate to carry out specific activities. It will entail giving the subordinate the responsibility but at the end, the senior officer will be accountable for decisions made by the officer who was delegated to.
6. Secondment can occur where an employee of the Centre is assigned to work for another organization on a temporary basis. It can be to enable staff acquire skills that are lacking within the Centre or to assist the requesting organization through capacity that the Centre has which is lacking within the other organization.
7. Secondment of RCMRD staff to another organization will be for a period of 2 years renewable once.
8. An employee of the Centre seconded to another organization shall be paid their salaries and other allowances by the organizations in which they are deployed.
9. Other organizations may also sponsor their staff to assist the Centre with lacking expertise.

### Article 31: Offer and Acceptance of Appointment

1. Any appointment of a staff member, other than the Director-General, including staff members on secondment from government services, shall be made through a letter of appointment in accordance with the provisions of Annex III to the present Regulations, signed by the Director-General.
2. A letter of acceptance of an offer of appointment by a successful candidate or staff member should be prepared, signed and forwarded to the Centre as stipulated in the letter offering the appointment. The date on which a new staff member shall take up appointment shall be agreed between such staff member and the Centre. An offer of appointment not accepted within one (1) month in writing shall lapse, unless good reasons (such as illness, maternity, school completion, etc.) are given to and accepted by the Director-General. In any case, the gap between the offering of appointment and the effective date of assuming duties shall not be more than ninety (90) days.
3. All offers of appointment shall be made subject to certification of medical fitness by a recognized medical practitioner and confirmed by the medical provider.

### Article 32: Effective Date of Appointment

An appointment shall commence from the date the staff member takes up his/her duties, or in the case of recruitment from outside the Host Country, the date of departure from the place of recruitment to the duty station.

### Article 33: Probation and Confirmation of Staff

1. All staff members appointed to regular established posts shall be on probation for six (6) months.

2. The period of probation may be extended once for a further period of six (6) months by the Council on the recommendation of the Director-General through the Appointments, Promotions and Remunerations Committee provided that the decision to extend the period of probation shall be taken at least two months before the lapse of the initial period.

#### Article 34: Tenure of Appointment

1. The appointment of Director-General shall be in accordance with the terms of the contract for such appointments and shall be for four (4) years renewable once. The renewal and/or termination of appointment for the Director-General shall be at an interval of at least six (6) months to ensure smooth transition and continuity.
2. The appointment of Directors or heads of Directorates and all other professional appointments shall, subject to confirmation, be for three (3) years and renewable for a maximum of two more terms, meaning professional staff can serve only a maximum of three (3) contracts, a total of nine (9) years, unless there is a cause to terminate the appointment or dismiss the staff member concerned.
3. The appointment of general service staff shall, subject to confirmation, be for two (2) years duration and renewable.
4. All staff members who remain on appointment until retirement will normally be required to retire on the following day from which they attain the retirement age of sixty (60) years.
5. Nothing in the above regulations shall preclude the Centre from offering short-time consultancy appointments for specific periods. Procedures of procuring the services of consultants shall be followed.
6. In addition, the Centre may appoint individuals on short term or temporary contracts for specific work assignments. However, every such appointment shall be for an initial period of not more than six (6) months and thereafter renewable by mutual consent.

### Article 35: Underlying Principles

In pursuance of the fundamental objectives of these Rules and Regulations, the Management of the Centre shall put in place a system that rewards performance and productivity. The elements of this system should include, but are by no means restricted to, the following:

- a) Needs-based vacancy management mechanism;
- b) A recruitment and placement procedure that is anchored on merit and on demonstrable potential to deliver planned outputs;
- c) an evaluation instrument that measures performance against previously agreed and clearly defined quantitative and qualitative targets;
- d) a management culture and environment placing high premium on competence, efficiency, and cost-effective delivery of outputs.

The Centre performance management will be guided by the RCMRD Performance Management System whose implementation is guided by principles set out in RCMRD Performance Management Handbook as well as the RCMRD Staff Motivation, Rewards and Retention Policy and associated implementation tools.

### Article 36: Performance Report

1. A performance report of every staff member shall be prepared every six (6) months by his/her supervisor and counter-signed by the Head of Department. In preparing the performance appraisal report for a staff member, due regard shall be given to the principles of objectivity, fairness and impartiality.
2. The supervisor shall discuss his/her performance report privately with the concerned staff member who shall sign the report in acknowledgement of such discussions.
3. The signing of the report does not directly or indirectly imply conformity or agreement with the rating and comments of the reporting officer. In the event that a staff member disagrees with the evaluation report as prepared by his/her supervisor, he/she should record his/her objection on the report form, stating the grounds for doing so and sign it. The Head of Department shall then forward the report with the comments and observations of the staff member to the Director-General.
4. Every staff member shall be informed of any adverse observations and remarks in any confidential report on him/her and shall be entitled to submit to the person to whom it is addressed his/her comments on the contents of the said report and may request that the matter be reviewed, whereupon, the Director-General shall constitute a review committee consisting of such staff members as he/she may determine and with the Human Resources Officer as its Secretary, to review, clarify and determine on the matter.
5. The instruments administered in evaluating the performance of staff members shall as much as possible focus on quantitative indicators while providing for the assessment of the staff members' on-the-job attitudes and job-personality interface.

### Article 37: Structure of the Evaluation Report

1. The evaluation report shall consist of three parts. In the first part the staff member shall list the activities/projects that he/she agreed with the supervisor to implement within the review period. This list shall be followed immediately by the staff member's "self-assessment", with particular emphasis on the quantity, quality, and timeliness of the delivery of planned outputs.
2. In the second part of the report, the supervisor shall confirm or refute the staff member's recall of agreed planned activities, and proceed to evaluate the latter against the pre-determined sets of criteria.
3. The third part of the evaluation report will focus on actions to be taken to bridge whatever gaps there might have been between the staff member's and his/her supervisor's evaluation of the staff member's performance, together with the training, counseling, or other corrective measures deemed necessary.

4. All performance reports shall be signed by the staff member and the reporting officer, and counter-signed by the Director-General, in case of professional staff, and by the second level supervisor in the case of General Service staff.
5. Professional staff members who feel aggrieved at the end of the evaluation process shall address their rebuttals through their supervisors to the Director-General, who may decide to set up an investigation/arbitration panel, or dispose of the matter in any other manner he/she deems appropriate. Rebuttals from General Service staff shall, in the first instance, be addressed to the Head of HR & Administration and, if the matter remains unresolved at that level, to the Director-General.

#### **Article 38: Conditions for the Renewal of Contract**

Renewal of contracts shall be subject to satisfactory performance, the prevailing resource conditions, and the overriding needs of the Centre.

#### **Article 39: Re-employment or Re-instatement**

1. Subject to the availability of a vacancy, a former staff member may be re-employed or reinstated. In taking decisions on the re-employment or reinstatement of a former staff member, the Director-General shall take into account the circumstances leading to his/her previous disengagement, and ensure that nothing in his/her previous service record, or in his/her physical or mental condition, disqualifies him/her for consideration for re-employment.
2. A staff member that is re-employed within one year of separation shall be entitled to have his/her previous service merged with the new one, in addition to retaining his/her seniority. This does not apply to a break in service that exceeds a period of twelve (12) months.

#### **Article 40: Promotions and Within-Grade Increment**

1. Promotions are a major incentive for hard work and better performance. The promotion criteria shall include:
  - (i) Merit, equity, aptitude and suitability;
  - (ii) Prescribed qualifications for holding or acting in the office;
  - (iii) Contribution to the efficiency of RCMRD;
  - (iv) The provable experience and demonstrable milestones attained by the employee;
  - (v) Integrity of the employee; and
  - (vi) The standards, values and principles set out in the code of conduct.
2. In line with RCMRD Schemes of Service, staff members may be considered for promotion on the recommendation of the Appointments, Promotions and Remunerations Committee (in the case of professional staff), or of the Internal Appointments and Promotions Committee, as regards to General Service categories. In either case, promotions shall be subject to satisfactory performance, the availability of vacancies, in the case of filling a substantive post, otherwise for normal cases of promotion following appraisal, movement will be in terms of grade and the staff member having remained on his/her present grade for not less than three (3) years.
3. While no staff member has an automatic right to promotion, he/she shall have every right to be given full and fair consideration for vacancies occurring at higher levels. Accordingly, a Professional staff member may appeal to the Council, and for General Service staff to the Director General, if in his/her opinion he/she has not been given the consideration that his/her performance entitles him/her to.
4. For promotion to higher positions staff members, provided that they meet the education and experience requirements for that post should apply and compete for any vacant position available at any level in the Centre.
5. Subject to satisfactory performance, all staff in the fixed-term positions will earn one step salary increment every calendar year.
6. Every promotion or within grade increment shall take effect from the first day of the month following such promotion or within grade increment.

#### Article 41: Basic Salary

1. The Governing Council shall establish the basic salary scales of all staff members of the Centre, including the Director-General, in accordance with amounts comparable with similar organizations operating in the Host country. These basic salary scales shall be included in the Centre's organizational structure.
2. In order to maintain equivalent standards of living for the staff the Director-General may propose to the Council biennial salary increments. The Governing Council may consider periodic (2 years) salary review for all employees of RCMRD as a best practice in rewarding and motivating staff and in view of cushioning staff members against the prevailing cost of living
3. The Director-General shall determine the salary rates to be paid to personnel specifically engaged for temporary short-term and consultancy assignments, on the basis of the best prevailing conditions of employment in the locality where the service is to be performed.
4. Salaries shall be paid monthly. Staff members shall receive a statement from the Finance Officer of the Centre at the end of each month giving details of salary, wages and other emoluments paid and deductions made there from.
5. The Governing Council, through the Director-General, shall decide the salary scale at which a staff member shall be placed on first appointment. In so doing, due regard shall be given to qualifications and experience of the staff member. However, this decision may be reviewed on a recommendation made by his/her Head of Department on the ground that the earlier assessment had not been based on all available facts and had accordingly resulted in the assignment of a lower salary. Such review shall normally be considered during the first year of the appointment of a staff member. The successful outcome of this review shall be applied retroactively to the date of such appointment.
6. Notwithstanding the above, no salary amendment shall adversely affect a staff member already in the employment of the Centre who shall continue to be paid in accordance with the salary scales now set forth in the Centre's Organizational Structure. Any newly approved salary structure shall be recorded as approved by the Council.

#### Article 42: Salary Increment

1. Salary increments shall normally take effect on the first day of the pay period of the anniversary month a staff member.
2. There shall be annual inflationary adjustment increments for all staff at the beginning of every financial year to cushion them against the rising cost of living.
3. A staff member whose performance falls below an acceptable standard shall not be granted an increment, and the reasons for the withdrawal of the increment shall be recorded and communicated to staff member with a copy of the latest performance evaluation report. Reference shall be made to RCMRD staff Motivation, Rewards and Motivation policy.
4. A staff member aggrieved by the decision to withhold his/her salary increment shall have the right to appeal to the Director-General against such a decision. The appeal shall be routed through his/her Head of Department, and addressed to the Director-General within thirty (30) days of the communication of the contested decision.
5. The Director-General shall, on the receipt of the staff member's appeal, constitute an Arbitration/Investigation Panel, and the Panel shall submit a report to the Director-General within a period of fifteen (15) days and the Director-General shall resolve the matter accordingly.

#### Article 43: Salary Advance

In exceptional and compelling circumstances, and if the request of a staff member is supported with adequate written justification, the Director-General may authorize the payment of an advance not exceeding two months basic

salary. This shall be recovered from the staff member's salary in four equal and consecutive monthly installments, starting from the month following the payment of the advance.

#### **Article 44: Contract Salaries and Consultants' Honoraria**

1. Salaries payable to temporary staff shall be indicated in their letters/contracts of appointments.
2. The honoraria payable to consultants shall also be indicated on the Special Service Agreements offered to, and accepted by, the consultants.
3. Based on a scale approved by the Governing Council and guided by the provisions of the Labour Act, the Director-General shall fix the wage rates and wage increments for the Centre's casual workers.

#### **Article 45: Settlement Allowance**

1. Settlement allowance will be granted to newly recruited staff member in one installment provided that:
  - (a) The staff member is not recruited from the country where the duty station is located.
  - (b) The Centre is unable to provide housing to the staff member on arrival.
  - (c) Where accommodation is provided, the staff member is entitled to 50 (fifty) percent of the DSA of the host country city.
  - (d) The allowance is claimed within 30 days of the staff member taking up the his/her position.
2. This allowance shall be equivalent to the daily subsistence allowance (DSA) paid by the Centre at that duty station. The payment shall be effected as follows:
  - a) hundred per cent of the DSA to the staff member and his/her dependents spouse; and;
  - b) fifty per cent to each dependent child to a maximum of three (3) children not exceeding 21 years of age for a period of thirty (30) days.

#### **Article 46: Transport Allowance**

1. A staff member shall be entitled to transport allowance to be paid monthly together with their basic salary. The rate of the allowance shall be revised bi-annually and approved from time to time by the Governing Council.
2. In the case of the Director General, he shall be provided with an official motor vehicle (station wagon) not exceeding 2900CC with fuel to facilitate his commuting.

#### **Article 47: Housing Allowance**

A staff member shall be entitled to housing allowance to be paid monthly together with their basic salary. The rate of the allowance shall be revised and approved from time to time by the Governing Council considering annual exchange rate of the host county if payment is made in the local currency.

The Centre shall provide the Director General, with appropriate housing accommodation.

#### **Article 48: Acting Allowance**

1. Staff members shall be expected to assume temporarily, as a normal part of their customary work and without extra compensation, the duties and responsibilities of higher-level posts. However, a staff member who is called upon to assume the full duties and responsibilities of a post at a clearly recognizable higher level than his or her own for a temporary period of a minimum of six (6) months and maximum two (2) years may be granted a special acting allowance until the post is filled.
2. If a staff member is acting in a post which is one or more grades above his/her own grade, he/she shall be paid 100 per cent of the initial salary of the grade immediately above his/her grade. If he/she is acting in a post which is graded two or more levels above his/her grade he/she shall also in addition be entitled to the privileges and immunities attached to the post on which he/she is acting.
3. In special cases where a member of staff is assigned special responsibilities over and above his/her normal duties, Management shall approve payment of responsibility allowance at rates to be determined from time to time

#### **Article 49: Overtime Allowance**

Staff who are required to work beyond normal working hours to complete urgent assignments, may be considered for payment of hourly Overtime Allowance under exceptional circumstance. There should be prior approval by Management upon assessment of the need for such overtime by the staff member's supervisor. Overtime will not apply while the staff member is on field work.

### Article 50: Lunch Allowance

Staff on official duties outside the duty station and outside Nairobi area may be paid Kes1,000 as lunch allowance upon approval by the DG on case by case basis. This applies to field work only and depends on financial availability. Staff called on duty during the weekend and public holidays to facilitate preparation of the training rooms and training materials as well as the Centre's compound may be paid Kes 500 as lunch allowance upon approval by the Director General on case by case basis.

### Article 51: Internship/Attachment Allowance

In line with RCMRD Internship policy, individuals engaged on Internship or Attachment shall be paid an Internship/Attachment Allowance of USD 100 per month to facilitate their commuting to and from the Centre.

### Article 52: Severance Pay

In the event the Centre terminates a contract of a staff member on account of redundancy, the following conditions shall be complied with:

- The staff member shall be notified in writing together with the Labour Officer;
- Management has, in the selection of employees to be declared redundant taken due regard to seniority in time and to the skill, ability and reliability of each employee of the particular class of employees affected by the redundancy;
- the Centre has where leave is due to an employee who is declared redundant, paid off the leave in cash;
- RCMRD has paid an employee declared redundant not less than one month's notice or one month's wages in lieu of notice; and
- The Centre has paid to an employee declared redundant severance pay at the rate of not less than fifteen days' pay for each completed year of service.

The above however shall not apply in the event RCMRD becomes insolvent.

### Article 53: Ex-Gratia Payment

1. Ex-gratia payment is a sum of money paid when there is no obligation or liability to the Centre to pay; it is merely done at the discretion of Management.
2. In the event a member of staff exhausts his or her medical cover limit and has no other alternative of raising the funds, the Centre may consider paying the balance of the medical bill. However, the staff member shall payback 20% of the amount. This assistance can also be accorded to temporary short term staff members serving on 6 months contracts and over who are not covered under the medical scheme.
3. Ex-gratia payment can also be paid to such categories of staff such as temporary staff, short term project staff, part time staff and casual daily rated staff who may be engaged by the Centre on a regular basis, and do not qualify for gratuity or Provident Fund as a token of appreciation for the services they have rendered to the Centre. This payment however is not mandatory and shall be paid at rates determined from time to time by Management.

### Article 54: Reward for Exemplary Performance

1. The Director-General shall propose for the approval of the Governing Council, a Bonus and Incentives System aimed at rewarding exemplary performance for staff members whose outputs and contributions impact positively on the image and income-generating capacity of the Centre.
2. The amounts to be paid as special bonuses or commissions for exemplary performance shall be as stipulated in the Motivation Policy, and based on the recommendations of the Motivation Committee, Appointments, Promotions and Remuneration Committee for Professional staff or the Internal Appointments and Promotion Committee, in the case of GS staff.
3. The administration of the reward for exemplary performance will be in accordance with RCMRD Reward, Motivation and Retention Policy.

### Article 55: Staff Development

1. RCMRD believes that staff development and learning should be an integral part of the organization's strategic planning to enable staff perform their individual jobs effectively and, in doing so, ensure that the organization achieves its objectives. The central aim is therefore to provide an environment where continuous development can take place and where staff are supported and enabled to meet the changing demands and priorities of RCMRD and service users. To achieve this aim, learning and development needs will be regularly reviewed by the HR & Administration Division and the various Heads of Departments.
2. The administration of the Human Resource Development provision shall be in accordance with RCMRD Staff Training and Development policy.
3. The Centre shall prepare and present to the Council, yearly human resource and career development plans. The plans shall identify the skills gaps in the Centre's operations, and outline measures aimed at bridging that gap. The list of conferences, workshops and seminars that the Management deems relevant to attend for the work of the Centre shall also be provided in the annual travel plan, together with the financial implications.
4. A staff member who has been in continuous employment at the Centre for three (3) consecutive years may, after due assessment of the Centre's needs, be granted leave with pay to undergo a course of training with a view to enhancing his/her competence. His entitlement shall include his salary, tuition, passage and travel expenses, and training allowance to cover the cost of books, board and lodging. However, the grant of leave with pay shall be subject to the following conditions:
  - the Centre has adequate financial provisions for training and skills upgrading;
  - the duration of the training is for a minimum period of six (6) months, and periodic reports shall be submitted to the Director-General during the duration of the course;
  - the staff member can be released by his/her department for the training;
  - the staff member shall sign an undertaking to:
    - return to the Centre and serve for at least two years after completion of the training course, failing which will result in the staff member refunding the cost of the training to the Centre;
    - Not resign his/her appointment while on or immediately after the study leave with pay; and
    - Not change the training course or the institution offering it without the consent of the Centre.
5. A staff member may be granted leave without pay to undergo a course of study in an institution of higher learning, subject to the following conditions:
  - (a) The period of absence does not exceed twelve (12) months;
  - (b) There is evidence of admission to an approved institution;
  - (c) The course to be undertaken is relevant to the effective discharge of the staff member's duties at the Centre;
  - (d) The staff member's directorate/ section is able and willing to release him/her for the duration of the course;
  - (e) The staff member should sign an agreement to return to the Centre and serve as per the period indicated in the bonding document, after completion of the training course.
6. Financial resources for implementation of staff development programmes will be drawn from normal annual training budget in the Centre's budget, full or partial funding by development partners, project funding, staff training fund.
7. Training Revolving Fund. There will be a training revolving fund established to provide staff with necessary funding on a need basis. In this regard, staff will be in a position to borrow from the fund to enable them attend training.

### Article 56: Leave Entitlements

1. Eligible staff members shall be granted leave days for a full year of service in accordance with the provisions of these Rules.
2. The Director-General shall ensure that a proper time-table for staff members departing on leave is established at the beginning of each calendar year to avoid a complete vacuum in a specific department or period.

### Article 57: Annual Leave

1. The following rules shall apply to annual leave for the staff:
  - (a) All staff members shall accrue annual leave while in full pay status at the rate specified for each category (GS - 26, P1/P2 – 28, P3/P4 – 30, P5/D1 – 32 days, ungraded staff – 21 days) subject to the following provisions:
    - (i) All staff members shall earn annual leave while on sick leave, maternity, paternity, home and special leave with full or partial payment.
    - (ii) The Director-General shall set the terms and conditions under which annual leave may be allowed to staff other than regular staff members of the Centre.
  - (b) Any absence from duty not specifically covered by other provisions of these Rules shall be considered leave without pay.
  - (c) The Director-General shall seek the approval of his/her leave from the Chairman of the Governing Council.
2. Annual leave may be taken in units of days or half days. All arrangements as to leave shall be subject to the exigency of service. This may require that leave be taken by a staff member during periods designated by the Director-General. While personal circumstances and individual preferences would be duly considered, leave may not be taken without written authorization.
3. A staff member who has not yet completed a full year of service may be granted advance annual leave of up to two weeks (14 days) provided that he/she completes his/her period of qualifying service subsequently.
4. Salary and allowances shall not be paid for any period of unauthorized absence. Such unauthorized absence from duty shall not be considered as part of annual leave.

### Article 58: Home Leave

1. A staff member in the internationally recruited category other than a national of the host country of the Centre shall be entitled to spend his/her leave in his/her registered domicile once every two years. The home leave shall be at the expense of the Centre, provided that the first of such home leave shall not be earlier than the second anniversary of his/her appointment.
2. Approval of home leave is subject to the staff member remaining in the service of the Centre for not less than six (6) months at the expiry of the home leave.
3. In the case of the Director-General, no leave shall be approved in the last six (6) months of contract. Any leave taken in the last six months of contract shall be deducted from terminal benefits unless the contract is renewed for another term.
4. For home leave purposes, the staff member and his/her spouse and a maximum of three (3) dependent children, not exceeding 21 years of age, shall be entitled to free round-trip economy air tickets or road transportation, whichever is most direct and DSA for a maximum of four (4) days with each child paid half the normal rate. Together with the dependents enjoying the home leave benefits, the staff member shall spend not less than fourteen days of such home leave in his/her registered domicile. Exception may be made regarding the children whose school calendar cannot coincide with the home leave period.
5. Staff members who breach the conditions for home leave outlined in these Regulations shall be required to reimburse the Centre the full cost of home leave travel and related allowances paid to them by the Centre.

### Article 59: Sick Leave

1. Staff members who are incapacitated by illness or injury in the course of the performance of their duties or while in service with the Centre shall be granted sick leave under the following terms and conditions:
  - a) Staff members may be granted certified sick leave as recommended by a medical practitioner.
  - b) Certified sick leave should be granted with full pay.
  - c) any absence from duty on grounds of ill-health shall be supported by a medical certificate from a Medical Officer to the effect that the staff member is unable to perform his/her duties and stating the probable duration of absence.
  - d) a staff member who is on sick leave shall not leave the duty station without medical advice and the prior approval of the Director-General.
2. In line with the Motivation Policy, a staff member may be granted paid sick leave of up to six (6) months upon certification from a recognized medical practitioner and a further six (6) months on half pay.
3. A staff member who continues on sick leave for a period exceeding one (1) year shall be examined by a medical panel of three doctors, including a specialist on the case involved, to determine such employee's physical and mental fitness to continue in the service of the Centre.
4. A staff member in whose household there is any case of contagious disease, who receives a quarantine order affecting his/her household, and who, as a result, is unable to perform his/her duties, shall be deemed to be on approved sick leave, and shall continue to receive his full salary and other emoluments during this period of involuntary absence.

### Article 60: Maternity Leave

A female staff member serving at the Centre shall, upon producing an acceptable medical certificate that her confinement will probably take place within six weeks, shall be entitled to maternity leave with full pay for a period of ninety (90) consecutive days, which could be taken before and/or after delivery.

### Article 61: Paternity Leave

A male staff member shall be granted fourteen (14) consecutive days of paternity leave which should be utilized within the three months maternity leave of their spouse.

### Article 62: Compassionate Leave

A staff member may be granted compassionate leave in an emergency such as family sickness or death or accorded to staff with unforeseen emergencies not captured in any form of leave. Compassionate leave must be taken at the time of the event and cannot be taken at a later date.

Staff will be entitled to the following leave on compassionate grounds as shown below;

No.	Event	Compassionate Leave Entitlement
1	Caring for an ailing spouse, parent, parent-in-law or child	7 working days per year per dependent. The dependent must be admitted in hospital, proof of which must be provided.
2	Death	<ul style="list-style-type: none"><li>• Employee's spouse: 7 working days</li><li>• Employee's child: 7 working days</li><li>• Employee's parent or parent-in-law: 7 working days</li><li>• Employee's siblings: 7 working days</li></ul>
3	Miscarriage/stillbirth	In the unfortunate event of a miscarriage or stillbirth, female employees will be entitled to reasonable compassionate leave on professional advice from a recognized medical practitioner.

Employees will notify their line managers who will inform the HR department within 48 hours of any unexpected events and the need for leave.

### Article 63: Study Leave

Employees undertaking studies to advance their knowledge and skills through enrolling in formal learning programmes may apply for study leave to attend examinations. RCMRD management shall determine the scheduling of study leave as it deems fit for the Centre and the specific staff.

### Article 64: Deferred Leave

1. Where due to exigency of service, a staff member is unable to take all his/her earned leave within a given leave year, the unspent leave shall be deferred to the following year, subject to a maximum of thirty (30) days. In no circumstances shall leave days be compensated with cash payment.
2. Under no circumstance shall deferred leave at any time exceed the leave entitlement for two years.
3. Only under special circumstances such as on completion of contract or retirement where it was not possible for the staff member to proceed on leave, he or she may be paid lieu of the outstanding leave days up to a maximum of one year's entitlement (balance of current leave year)

### Article 65: Leave of Absence without Pay

1. A staff member may be granted leave of absence on condition that:
  - a) the Centre shall not bear the expenses incurred in respect of the leave;
  - b) the Director-General considers the leave necessary on professional, personal, or other grounds;
  - c) the staff member shall not earn leave days during the period of absence;
  - d) staff member on paid leave of absence shall not earn leave days; and
  - e) The leave of absence shall not exceed a period of one year.

### Article 66: Special Leave

1. Special leave, with full or partial pay, may be granted to a staff member pursuing a course of advanced study or engaged in a research study that is of interest to the Centre. Special leave may also be granted, for such period as the Governing Council may approve, in case of extended illness beyond three (3) months or for other important reasons approved by the Council.
2. Staff members may be allowed time off to pursue part-time studies related to their professional field. This may include being allowed to leave the office early in order to attend classes or training sessions.
3. Staff members shall neither accrue service credits (will not contribute to qualifying service) towards sick, annual and home leave, nor be entitled to salary increment, seniority, termination indemnity and repatriation grant during periods of special leave, regardless of whether the leave is with partial or without pay.
4. Provided that, periods of less than one calendar month of special leave shall not affect the ordinary rates of accrual; nor shall continuity of service be considered broken by periods of special leave.

### Article 67: Work Schedules

1. The official hours of work shall be Monday to Friday from 08.00 am to 17.00 pm. Lunch break shall be from 12.30 pm to 14.00 pm
2. The Centre shall observe all official holidays as may be declared by the Host country.
3. If any such holiday falls on a Sunday, the following Monday shall be considered an official holiday in lieu of Sunday.
4. A staff member may occasionally be required to work beyond the normal hours of duty whenever requested to do so.
5. A staff member may take a day off on the day his/her country of origin celebrates a National Day, provided such day falls on a normal working day or is not one of the official holidays of the Centre, and that only one such day-off shall be allowed in a calendar year.

### Article 68: Medical Treatment and Group Insurance

1. The Centre shall enter into negotiations with insurance companies and medical institutions with a view to reaching an agreement on Group Medical Insurance coverage for the staff of the Centre. The company (or companies) selected at any point in time shall be that offering the best and least costly terms, and the terms shall be kept under constant review.
2. Each staff member shall, on appointment, become a participant in the Group Medical Insurance Scheme, and shall make monthly contributions to the Scheme at an amount to be determined after the conclusion of negotiations with the insurance companies and the participating medical institutions.
3. The rate to be paid by the staff member will be 10% of the premium, whereas the Centre will pay 90% of the premium. The Governing Council shall review the rates to be paid.
4. Staff members shall have the options of limiting the insurance coverage to themselves or on payment of additional premiums, extend the coverage to their officially recognized dependents.
5. Staff members, and, where applicable, their dependents, shall report only to medical establishments participating in the Scheme. A staff member is, however, free to look for additional medical attention subject to the proviso that any expenses resulting from such quarters shall be borne entirely by the staff member concerned.

### Article 69: Limitations

The Group Medical Insurance Scheme shall be operated subject to the following limitations:

- a) Short term staff recruited to established posts shall be free to join the Group Medical Insurance Scheme for the duration of their service provided that their contract of appointment is for a duration not less than six (6) months and that they pay 100% of the premium. Any sums that they contribute under the Scheme shall not be refundable at the end of their contracts, and, unless they have arranged for the continuation of their premium payments after separating from the Centre, their coverage will cease with their separation.
- b) Consultants on Special Service Agreements, conference personnel, and other short-term staff shall not be eligible to participate in, or be covered by, the Group Medical Insurance Scheme.
- c) The Director-General shall submit to the Governing Council an annual report on the management and performance of the Medical Insurance Scheme, and shall propose measures he deems appropriate to increase the benefits derivable from the Scheme without unduly raising the costs.

### Article 70: Workers Compensation

1. Compensation of staff in the event of injury or death while in employment of the Centre will be administered as follows: -
  - a) For senior staff that is, GS and above categories, it will be paid as per Group Life Insurance. Compensation for injury and disability will be undertaken after assessment by the insurer. Compensation for death while in employment shall be determined as per rates based on annual salary and as defined in the Insurance cover. It shall cover injury/death while both on duty and outside working hours.
  - b) For support staff it will be paid as per WIBA/Employer's liability. Compensation for injury, death, disability will be implemented as per the provisions of the Work Injury Benefits Act revised edition 2010 (2007).

### Article: 71 Health and Safety in the Work Place

The Centre will provide a conducive and safe working environment that protects staff from occupational diseases, Provide First Aid kit, trained first aid staff, trained staff in firefighting, conduct fire and safety drills, educate staff on contagious diseases and conduct health talks. The implementation of these provisions will be as provided in the Occupational Safety and Health Act. 2007

## Article 72: Travel

In accordance with the RCMRD Daily Subsistence and Travel Procedures, the Centre shall pay for travel expenses of staff members when they travel under various circumstances as follows:

1. On recruitment a staff member shall be entitled to economy class air ticket by the most direct route for him/herself, his/her dependent spouse and up to three (3) dependent children not exceeding 21 years of age, from his/her registered domicile to the duty station.
2. On first appointment to his/her duty station from his/her registered domicile, the Centre shall be responsible for the payment of daily subsistence allowances for hotel bills and meals (Installation Allowance) only for the first 30 days of assumption of duty; if after 30 days, the staff member and his dependents have not moved out of the hotel into permanent accommodation, payment of daily subsistence allowances shall be discontinued; This allowance should be claimed within the first 30 days of the staff member taking up his/her position. No claim will be considered after the expiry of the 30 days.
3. On resignation or retirement an internationally recruited staff member shall be entitled to economy class air ticket, road or sea passage as the case may be by the most direct route for him/herself, his/her dependent spouse and up to three (3) dependent children, not exceeding 21 years of age, from his/her duty station to his/her registered domicile.
4. A staff member who resigns his/her appointment before the completion of twelve (12) months service with the Centre shall not be entitled to the payment of travel expenses or baggage allowance for his/her journey back to his/her registered domicile, except where prompted by health or other serious consideration. Similarly, a staff member who resigns his/her appointment within a period of twelve (12) months shall be required to reimburse the Centre the prorated sum of the passage paid on his/her assumption of duty.
5. A staff member who within one month of return from leave to his/her registered domicile at the expense of the Centre gives only three months' notice of resignation may not be eligible for repatriation tickets for him/herself and family.

## Article 73: Official Travel - Local

1. Every staff member shall be entitled to a traveling allowance when he/she proceeds on official trip outside the duty station. The rates of payments will be governed by those established by the Centre.
2. Mileage allowance for a motor vehicle or motor cycle used by the staff member for the Centre's official duties shall be provided in accordance with the rates that shall be determined by the Centre.
3. Staff are encouraged to make use of the alternative modes of transportation to official functions locally through the use of ridesharing apps that are being used by the Centre.

## Article 74: Daily Subsistence Allowance (DSA)

1. This applies for travel outside the town of the Headquarters (currently Nairobi) and where daily traveling is more costly than DSA or it would be impractical.
2. Where travel is part of a project, the DSA applicable shall be the standard DSA or the budgeted DSA whichever is lower. Additionally, since the nature of donor funds is that their rules and regulations must be followed, in some instances the project donor rules and regulations shall take precedence over the Centre's DSA procedures to avoid incurring ineligible costs unless otherwise stated. In such instances, the donor DSA rules and regulations shall be applied. The implementation of DSA shall be as laid down in the DSA Policy.

## Article 75: Official Travel - External

1. All official travels shall be approved by the Director-General.
2. Requests for assistance from contracting member States to the Centre and/or invitations for the Centre to attend international seminars, meetings and conferences shall be addressed to the Director-General, who shall

designate an appropriate officer from the Centre to provide the services and/or to attend, if he/she deems it pertinent. The Centre shall not entertain requests for assistance or invitations to attend meetings directed to individual staff members.

3. A staff member who has been designated to travel for an official assignment approved by the Director-General shall be paid in addition to transportation on economic class air tickets by the most direct way, a daily subsistence allowance (DSA) for the duration of the mission. The rate of such a DSA shall be determined by the Centre according to the comparable rates applicable to similar categories of staff in the locality of the mission and the financial position of the Centre.
4. Upon completion of the mission, staff member shall submit a back-to-office report to the Director-General indicating the objective, findings, and recommendations of the mission.
5. If a staff member fails to submit his/her back to office report within two (2) weeks upon his/her return from an official mission paid for by the Centre, the Finance Officer shall have the right to deduct from the salary of the concerned staff member the corresponding amount paid by the Centre for that mission, including the air ticket and DSA.
6. Staff member returning from an official mission shall also make available to the Finance Officer, sufficient evidence to prove that the mission was effectively undertaken to the place and for the duration specified in the back to office report.
7. Staff members will be required to provide boarding passes to the finance division upon return to the work station as well as back to the office reports to their respective directorates.
8. Staff will not be required to support the DSA with receipts unless where the donor rules specifically requires so.
9. Airport transfers & interconnections in forms of bus fare and taxi fare shall be refunded upon provision of receipts / invoices. Ideally accommodation should be sought at the venue of the meeting.
10. Transfers from hotels to the conference venues shall not be reimbursed since DSA rates are set in a manner that takes care of the different rates charged by different hotels within the same towns. Ideally, transfers from the hotels to the conference venues are not required since accommodation should be sought near the conference venues or in the same conference venue
11. Depending on the city being visited, staff members are encouraged to use ridesharing apps.

#### Article 76: Transportation of Personal Effects

1. The cost of transporting the personal and household effects of a staff member on assuming duty and on leaving the service of the Centre shall be borne by the Centre and computed as follows:

(a) Internationally recruited staff

	By air	By road/sea
Staff member	500 kg	1,000 kg
Spouse	250 kg	500 kg
Each child (below 21 years), up to a maximum of 3	150 kg	300 kg

- b) The shipment of personal household effects of a staff member shall be either by air or road/sea, whichever is most economical, but without compromising their safety.
- c) Payment shall be made directly to the travel agent. Baggage allowance shall not be converted into cash payment.
- d) Removal costs not exceeding \$500 (five hundred US dollars) shall, on assuming duty or on leaving the service of the Centre, be payable to staff members recruited from within the host country. The fee shall be revised using the inflationary rate from time to time.
- e) Handling and storage charges on personal effects shall be payable on first appointment and on leaving where

such charges arise directly from circumstances connected with the travels. Charges for storage exceeding a period of ninety (90) days shall not be authorized without the approval of the Director-General.

#### Article 77: Transportation of Deceased

1. The body of a deceased staff member or of his/her eligible spouse and dependent children shall be transported as provided for hereunder:
  - a) upon the death of a staff member, his or her spouse or dependent child, the Centre shall pay the expenses of transportation of the body from the duty station, or, in the event of death having occurred whilst in travel status, from the place of death to the deceased's registered domicile. The expenses shall include reasonable cost of preparing the body for transportation, a hearse and provision of a coffin. If local internment is elected, reasonable expenses for the internment may be reimbursed in lieu of the transport and related costs.
  - b) in the case of a staff member who dies at the duty station without a spouse, the Centre may designate another staff member to accompany the body of the deceased to the registered domicile.
  - c) where a deceased staff member leaves behind a spouse and up to three (3) dependent children not exceeding 21 years of age, the Centre shall bear the expenses of repatriating the spouse and the 3 dependent children to the staff member's registered domicile, provided that the journey takes place within three months of the staff member's death.
  - d) The Centre shall also provide transport to a reasonable number of staff members to attend the funeral. The welfare fund can be made available to these staff members through an official to cater for refreshments. For funerals of staff members or their dependents that takes place at a location that requires overnight stay, two individuals shall be nominated to represent the Centre. These staff members shall be provided with transport and DSA.

#### Article 78: Mileage Allowance

In line with the DSA and Travel Policy, the Centre shall pay mileage allowance as per the approved Automobile Association (AA) of Kenya rates. Mileage allowance shall only be paid due to unavailability of official transport, use of ridesharing app isn't financially feasible and prior approval has been granted by the Director General.

Disciplinary control is meant to assist and encourage staff to achieve and maintain standards of conduct that will help staff maintain required conduct, contribute to productivity and achievement of set goals. The management of discipline is based on fairness and the rules of natural justice.

#### Article 79: Objectives of Disciplinary Measures

- a) Define discipline and understand its meaning in context of existing legislations
- b) Define standard procedures for uniform handling of discipline cases
- c) Outline the steps in the discipline process
- d) Create understanding on the roles and responsibilities of the GC, DG, HOD, HRAO and specially appointed panels of inquiry.

#### Article 80: Misconduct

Without prejudice to the general and ordinary meaning of the term “misconduct”, the following acts of omission or commission shall, under these rules and regulations be regarded as misconduct:

- a) insubordination, or willful refusal to carry out lawful instructions;
- b) theft, fraud, falsification of records, dishonesty;
- c) non-observance of safety precautions or rules;
- d) false declaration (of age, qualifications, service records) at the time of employment or while in the service of the Centre;
- e) Cheating in an examination such as job interviews.
- f) absence from duty without valid reasons;
- g) negligence or deliberate slowing down of work;
- h) forcible entry into the Centre’s premises and property in defiance of prevailing rules;
- i) acceptance or offer of bribes or gratification, and engagement in corrupt practices;
- j) physical assault and general acts of intimidation directed at any employee within the Centre’s premises or in any place where the work of the Centre is being carried out;
- k) abusing other staff whether of similar grade or otherwise;
- l) gambling, drunkenness, rioting, disorderly and/or indecent behavior – within the Centre’s premises;
- m) subversive acts or any act prejudicial to discipline and smooth administration of the Centre;
- n) smoking in restricted areas or in areas where naked flame is likely to endanger personal security or the security of records, equipment, and inventory;
- o) engagement in private business within the premises of the Centre or in direct violation of the extant rules and regulations;
- p) Engagement in business or services that compete with the services of the Centre, that is, ensuring no conflict of interest among staff working at the Centre. To ensure that any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts.
- q) Having direct personal interest in service providers, suppliers that deal with RCMRD or staff being recruited but not disclosing the interest.
- r) Engaging in another job while under full employment of the Centre.
- s) organization of, or participation in, an unlawful assembly, or holding meetings within the Centre’s premises without due authorization;
- t) going on strike or inciting others to go on strike in contravention of laid down procedure or rules;
- u) conviction by a court of law for committing a serious criminal offence or any offence bordering on moral turpitude and deserving of a prison sentence or other stiff penalties (minor traffic offences do not fall under this heading);
- v) failure to appear before a panel duly constituted by the Council or the Director-General for the purpose of investigating any matter relating to any case arising out of these rules and regulations;
- w) sexual harassment, including sexual exploitation and sexual abuse, in accordance with the Employment Act and RCMRD Sexual Harassment Policy;

- x) sabotage or willful damage to, or loss of the Centre's goods or property, or interference with any safety devices installed in or about the Centre's premises;
- y) willful failure to inform the Director-General of any communicable and contagious disease contracted by a staff member or other employee or any person residing with him;
- z) carrying on money lending or any other private business prejudicial to the Centre's interest;
- aa) spreading false information with a view to bringing about the disruption of the Centre's normal activities;
- bb) habitual indebtedness or insolvency;
- cc) unauthorized use of the Centre's premises or property;
- dd) habitual breach of any laws or rules applicable to the Centre;
- ee) frequent repetition of any act or omission for which a fine or other minor punishment may be imposed;
- ff) collection or canvassing for the collection of any money within the Centre's premises without the written permission of the Director General or distributing or exhibiting in or about the Centre's premises any newspaper, pamphlets, handbills, posters or like without the written permission of the Director General.
- gg) Unauthorized use of Centre assets for personal gain.
- hh) Any other acts that may cause a breakdown of law and order or bring the name of the Centre to disrepute.
- ii) Unauthorized use or disclosure of confidential information such as classified geospatial data, codes, passwords.
- jj) Discourteous treatment of fellow staff, visitors, clients of the Centre including training participants and students
- kk) Internal hacking of RCMRD ICT systems

### Article 81: Disciplinary Process

1. When any type of misconduct has been reported to the HR and Administration Division, steps must be taken to ensure proper processing of discipline cases:
  - a) In the event a member of staff is a first time offender and a minor offence is committed, his/her supervisor will issue a verbal warning. The verbal warning should be in form of structured discussion which may entail counseling. The officer should be informed of the alleged offence and what is likely to befall him or her in case the offence(s) is repeated in future. A copy of the record for such a warning indicating that there was a meeting between the supervisor and the officer should be kept by the supervisor. In the event the officer repeatedly commits minor offences irrespective of verbal warning(s), a written warning should be given to the officer by his or her supervisor. The warning letter should state the exact nature of offence(s) and indicate future disciplinary action which will be taken against the officer if the offence is repeated.
  - b) Where a staff member fails to reform despite being issued with a written warning or has committed a serious offence as referred to in Article 82 an investigation should be carried out as to the circumstances of the misconduct or review of the persistent offences to which a staff has been warned severally but failed to reform.
  - c) With reference to (b) above, the staff member should be issued with a show cause letter communicating the alleged offence and the charges preferred against them and giving them an opportunity to exculpate him/herself. Within this letter, the staff should be informed of the period within which to respond to the charges.
  - d) Depending on the gravity of the case, the Director General shall on the advice of HRAO order an investigation to be carried out. If the Director General is of the opinion that an investigation is not required due to the nature of the case, he/she shall decide on the punishment to be inflicted.

### Article 82: Interdiction

1. A staff member may be interdicted to allow for investigations without his/her interference, where gross misconduct which is likely to lead to dismissal is reported and requires investigation or a report that an officer has been charged in a court of law or convicted in criminal proceedings or other offences outside the workplace is received. If the misconduct is one which can lead to dismissal but is not of criminal nature the officer shall be served with a 'show cause letter' which shall also contain a communication on interdiction.

2. An individual on interdiction shall be entitled to half of the basic salary including all allowances, if the alleged offence does not involve suspect misappropriation of Centre funds. If on the other hand it involves loss of funds, the staff member shall be interdicted on no salary. Once the case is concluded and a staff member is reinstated, all pay that was withheld shall be paid to them.

### Article 83: Guiding Principles

The disciplinary control is governed by the following principles:

- a) The rules of natural justice;
- b) Procedural fairness, where an officer must be allowed adequate opportunity to prepare and present his/her case;
- c) The deciding authority must be unbiased when hearing and making decisions;
- d) Decisions must be based upon logical proof or evidential material.
- e) Fair administrative action which is expeditious, efficient, lawful, reasonable and procedurally fair.

Every officer to whom disciplinary action is taken has a right to:

- (i) written reasons for any disciplinary action that is taken against him;
- (ii) prior and adequate notice of the nature and reasons for the intended disciplinary action;
- (iii) an opportunity to be heard and to make representations in that regard;
- (iv) an opportunity to attend proceedings in person or in the company of an expert of his choice, cross examine persons who give adverse evidence against him and request for adjournment of proceedings where necessary;
- (v) notice of the right to legal representation, where applicable;
- (vi) notice of a right to an appeal or review against a disciplinary decision;
- (vii) information, materials and evidence to be relied upon in making a decision or taking a disciplinary action.

### Article 84: Disciplinary Measures

- a) The Governing Council may establish an administrative machinery to advise on disciplinary matters.
- b) Disciplinary measures may take any of the following forms:
  - (i) verbal warning (issued orally, but noted in the staff member's file);
  - (ii) formal warning (usually in writing);
  - (iii) reprimand (also in writing);
  - (iv) withholding of annual increment;
  - (v) deferment of advancement or promotion;
  - (vi) demotion or reduction in rank;
  - (vii) suspension without pay; termination of appointment (with payment of severance, and in some cases, repatriation benefits);
  - (viii) dismissal with or without pay
  - (ix) summary dismissal (no recourse to a panel to determine case, with loss of severance and repatriation benefits and any other entitlements);
  - (x) surcharge for any loss suffered by the Centre as a result of a staff member's act of omission or commission.

### Article 85: Sexual Harassment

1. It is a requirement for the employer to protect the employee from sexual harassment. "Sexual harassment" includes doing any of the following, if the person doing it knows or ought to know that it is unwelcome:
  - (a) Making a request or exerting pressure for sexual activity or favours;
  - (b) Making intentional or careless physical contact that is sexual in nature; and
  - (c) Making gestures, noise, jokes or comments including innuendos, regarding another person's sexuality.
  - (d) Making promises of preferential treatment in the employment at RCMRD
  - (e) Making threats of detrimental treatment in employment at RCMRD
2. RCMRD staff member shall not sexually harass a fellow member of staff, intern/attachees, trainees, visitors or any other person who seeks services at RCMRD. All forms of Sexual harassment are prohibited whether inside or outside RCMRD premises.
3. Any sexually harassed individual within RCMRD should lodge the complaint to the Staff Association and Staff Welfare officials as well as HR office for redress.

4. Reference shall be made to RCMRD sexual harassment policy when handling these cases.

### **Article 86: Grievance Handling**

In any organization, there exists grievances between members of staff. A grievance is a difference, complaint or a dispute regarding the interpretation or application of established policies and/or procedures governing terms of employment, working condition, and hours of work or compensation. Unresolved collective grievances from staff can be presented to the Governing Council for resolution following the guidelines as set out in the procedure.

The resolution of grievances shall be guided by the Grievance Handling Procedure.

### Article 87: Disciplinary Procedure

1. All disciplinary procedures shall apply to both professional and general service staff of the Centre.
2. No disciplinary action shall be taken unless the staff member concerned has been given an opportunity to defend him/herself or to answer any charge that be brought against him/her.
3. Any accusation to a staff member shall be made in writing. The details of such an accusation, including documentary evidence in support of the accusation, shall be made available to the staff member concerned, who shall be given at least five working days to defend him/herself and avail him/herself of legal advice. Failure by the staff member to defend him/herself within the prescribed period shall not constitute an admission of guilt, but it will not prevent the Centre from proceeding with the case in an appropriate manner.
4. Where the case is of such gravity as to justify setting up a panel of inquiry, the Director-General shall constitute a Panel of three persons. The Panel shall be given specific terms of reference together with the details of the misconduct allegation.
5. The Panel of inquiry shall formally call for representation from the staff member concerned, and shall require the staff member to file his defense within a specified period. The Panel shall assume that the staff member has no representations to make if he does not meet the stipulated deadline. The Panel shall thereafter, and based on the evidence provided by witnesses, submit its report and recommendations.
6. In the case of general service staff, the findings and recommendations of the Panel as well as the proceedings of the inquiry shall be forwarded to the Director-General who will take appropriate disciplinary measure. The Director-General may avail himself of outside legal advice before taking his decision.
7. In the case of minor infractions by a professional staff member, the Director-General may take appropriate corrective action, or act on the recommendation of the Panel of inquiry. Serious cases of misconduct on the part of a professional staff member shall, in the first instance, be referred by the Director General to the Appointments, Promotions and Remuneration Committee, and thereafter, to the Governing Council. The Governing Council may decide on suspension with or without pay, delayed promotion, demotion, or outright dismissal. The legal implications of a proposed course of action shall be cleared with a registered legal practitioner.
8. The Director-General or the Governing Council may impose disciplinary measures on the advice of a panel of inquiry in appropriate circumstances. Such measures shall include advice, reprimand, warning, written censure and suspension of payment of salary increments, suspension of employment without pay, delay of promotion, demotion or dismissal.
9. A staff member may be surcharged for any financial loss suffered by the Centre as a result of proved culpable negligence or violation of these regulations or the administrative instructions of the Centre.

In all cases, the staff member concerned shall be given a fair hearing.

### Article 88: Recourse and Appeal Procedure

1. Any staff member who is dissatisfied with the decision of the Director-General or with the findings of the Panel of inquiry shall have the right of appeal to the Governing Council. In such a situation the Council shall appoint, if so necessary, a Panel of three persons. The Panel shall be given specific terms of reference together with the details of the staff member's appeal and or allegations. The Panel shall resolve the case and report back to the Council within thirty (30) days. The Council will consider the report of the Panel and decide thereupon. The decision of the Council shall be final.

### Article 89: Separation from Service

1. Separation from the service of the Centre may take one of the following forms: expiration and non-renewal of contract, resignation, retirement, permanent disability, termination, dismissal, death, cessation of Centre's operations.

### Article 90: Expiration of Contract

1. A staff member shall separate from the Centre on the expiration of his contract, unless the contract is renewed.

### Article 91: Resignation

1. All resignations of appointments shall be in the form of a notice in writing to the Centre, as follows:
2. In the case of the Director-General, notice of resignation shall be given within three (3) months in accordance with the terms and conditions of his/her service.
3. All professional staff other than the Director-General shall be required to give at least three (3) months written notice of their resignation.
4. All other staff members shall give one (1) month written notice of their resignation.
5. Any professional staff member including the Director-General, who resigns without due notice, shall pay three months' salary in lieu of such notice.
6. Any other staff member who resigns without due notice shall pay one month's salary in lieu of such notice. The Director General shall pay three (3) months' salary in lieu of notice.

### Article 92: Retirement

1. The normal compulsory retirement age of a staff member shall be 60 years. Staff members with a minimum of five (5) years of continuous service, on attaining the age of 55 years may however elect to retire voluntarily.
2. A staff member opting to proceed on early retirement shall give at least six months' notice in writing. The Director-General shall refer to the Governing Council for approval notices of professional staff members' intentions to proceed on early retirement.

### Article 93: Permanent Disability

1. A staff member who has exhausted the total of one (1) year sick leave (6 months fully paid sick leave, 6 months sick leave on half pay) shall be examined by a medical panel. If he is found to be medically unfit to carry out his duties, the Council may accept his resignation or ask him to proceed on retirement.
2. If he is not due for retirement, he may, for the purpose of these rules and regulations, be treated as retiring with benefits or on such fair and equitable terms as the Council may deem appropriate.
3. The Council may further authorize ex-gratia payment of his previous service.

### Article 94: Termination of Appointment

1. The Governing Council, through the Director-General, may terminate the appointment of a professional staff member and whose probationary period has been completed, if the necessities of the service require abolition of the post or reduction of the staff, if the services of the individual concerned prove unsatisfactory or if he/she is for reasons of health, incapacitated for further service.
2. The Governing Council may, giving the reasons therefore, terminate the appointment of a professional staff member, if:
  - (i) the conduct of the staff member indicates that he/she does not meet the highest standard of integrity required by these Regulations;
  - (ii) facts prior to the appointment of the staff member and relevant to his/her suitability come to light that,

if they had been known at the time of his/her appointment, should, under the standards established in these Regulations, have precluded his/her appointment.

3. No termination under sub-paragraphs i) and ii) above shall take place until the matter has been considered and reported on by a special advisory board appointed for that purpose by the Director-General.
4. The Director-General may terminate the appointment of general service staff member, including staff members serving on probationary appointment prior to the expiration date if such an action would be in the best interest of the Centre, provided that the action is not contested by the staff member concerned.
5. The Governing Council may upon the recommendation of the Appointments and Promotions Committee terminate the appointment of a senior staff member during his/her period of contract by giving three months' notice in writing of its intention to do so or by the payment of three months' salary in lieu of such notice. In the case of a general service staff member such termination shall be effected by the Director-General upon the recommendation of a Panel appointed by the Director General after a thirty-day written notice or the payment of one month salary in lieu of such notice.
6. Where a staff member is convicted of a criminal offence involving moral turpitude by a court of law, the Governing Council or the Director-General in the case of a senior staff member or general staff member respectively, may terminate his/her appointment or dismiss him/her. In the case of termination during contract period, the period of notice shall be at the competent authority's discretion.
7. Where a staff member by reason of gross misconduct, gross inefficiency or willful refusal to discharge his duties to the Centre renders it impracticable for the Governing Council to continue to employ him/her in his/her post, the Governing Council, in the case of senior staff member or the Director General in case of general staff member may terminate the staff member's appointment. In case of termination, during contract period, the period of notice shall be at the competent authority's discretion provided that:
  - (a) the appointment of a professional staff member who has been confirmed in his/her appointment shall not be terminated by the Governing Council without an investigation by a committee appointed by the Governing Council for this purpose, provided that the senior staff member concerned shall be permitted to appear in person or through his/her chosen representative before the committee and is found guilty of the charges concerned;
  - (b) the appointment of any other staff member who has been confirmed in his/her appointment shall not be terminated unless the staff member concerned has been notified in writing of the grounds on which it is intended to terminate his/her appointment and given the chance to defend him/herself, has been found guilty of the charges concerned.
8. If at any time during his/her service with the Centre a staff member is certified by two or more medical practitioners nominated by the Governing Council to be so medically unfit that he/she is incapable of carrying out his/her duties and that there is no reasonable likelihood of his/her being able to resume his/her duties, the Governing Council in the case of senior staff member or the Director General in the case of General Service staff member may accept his/her resignation or invalidate him/her from the service on such fair and equitable terms as it thinks fit which may include ex-gratia payment for his/her previous services.
9. A staff member who absents him/herself from duty or from duty station without leave or who fails to resume duty at the end of a leave period without reasonable excuse shall forfeit his/her salary for the period of his/her absence and shall render him/herself liable to summary dismissal. The onus shall rest on him/her to show that the circumstances surrounding his/her absence do not justify the imposition of the penalties under this regulation.
10. The following rules shall govern the termination of appointment:
  - (a) The Council may terminate the appointment of a professional staff member, giving him three (3) months' notice, or by payment of three (3) months' salary in lieu.
  - (b) Following disciplinary proceedings as specified in Chapters 12 and 13, the Director-General may terminate the appointment of a general service staff member by giving him one (1) month notice or by payment of one (1) month salary in lieu.

### Article 95: Termination Indemnity

1. A staff member holding a temporary appointment of one year and whose services are terminated before the end of the period specified in their offer of appointment for reasons other than summary dismissal shall be paid an indemnity and severance pay as follows:
  - (i) two (2) months' salary as severance pay;
  - (ii) one (1) month pay for service of one year up to a maximum of five (5) years and for less than one year, a proportion thereof;
  - (iii) for services of more than five (5) years, in addition to one month pay referred to in paragraph (ii) above, a third of one month pay for each year of service shall be paid.

### Article 96: Dismissal

1. Taking into account the provisions of Chapter 12 Article 81 of these Regulations, a staff member makes him/herself liable for dismissal without any notice if he/she is found guilty of any the offences listed under this Staff Rules and Regulations. The offences include, but are not restricted to, the following:
  - (i) false declaration (of age, qualifications, employment history, etc.)
  - (ii) insubordination, acts of sabotage, subversion;
  - (iii) conviction by a court of law of a criminal offence;
  - (iv) dishonesty;
  - (v) offer or acceptance of bribes and gratification;
  - (vi) engagement in activities likely to compromise discipline, or bring the Centre into disrepute.
2. A staff member summarily dismissed shall not be entitled to any terminal benefits except his share of contributions into the Centre's super-annuation scheme.
3. A staff member who is dismissed shall have the right to appeal to the Governing Council. The Governing Council's decision shall be final.

### Article 97: Death

1. The beneficiaries of a staff member shall be entitled to compensation in the event of death that is attributable to the performance of the Centre's duties in accordance with the Group Life and Accident Insurance Scheme run by the Centre.

### Article 98: Cessation of Operations of the Centre

1. In the event that the Centre is disbanded, the Council shall, based on the Agreement establishing the Centre and the provisions of the rules and regulations in force at the time of the disbandment, determine the terminal and other benefits that each staff member shall be entitled to.

### Article 99: Provident Fund

1. Staff members recruited in the main stream of RCMRD structure for at least one year, except those on temporary contracts, shall contribute 7 per cent of their basic salary, and the Centre 7 per cent of a staff member's basic salary. All contributions shall be deposited every month into the scheme. The staff members' contributions shall be deducted at source, and this shall be reflected in the monthly statement of earnings forwarded to each staff member.
2. If a staff member is already a participant in any other super-annuation scheme, he may arrange with the Centre to continue his previous policies or assign them to the Centre provided no additional expenditure is involved.
3. A person who is employed by the Centre on temporary monthly, short term or daily basis shall not be eligible to join the Provident fund Scheme.
4. Entitlement under the Scheme with regard to retirement or resignation shall be governed by the provisions of the Agreement or Memorandum of Understanding binding the Centre and the participating Insurance Company. Copies of the Agreement/Memorandum of Understanding and the supplementary regulations shall be made available to all staff members.
5. In the event of the death of an employee, the next of kin shall have the right to collect the full provident credit amount.
6. In line with the Motivation Policy, the annual gratuity paid to staff shall be adjusted upwards from 10% to 20% of the monthly basic salary. Its application shall be advised as per the Policy. However, this rate will be contingent on total gratuity due to all staff not being more than 25% of Centre's projected surplus. In the event that it exceeds the 25%, then payment of gratuity shall revert to 10%

**Article 100: Staff Representation**

1. The Centre shall have staff representation through the staff association in all issues that affect their staff wellbeing. In addition, the Centre will make provision for staff welfare.
2. In the implementation of the arrangements the Centre management will recognize and collaborate with staff representatives (Staff Association Committee Members) and staff welfare committee as regulated by specific guidelines.  
For details please refer to Staff Association and Welfare constitution.

**3. Staff Association**

The Staff Association was formed to achieve the following objectives:

- a. To contribute to the promotion of objectives of the Charter of the Regional Centre for Mapping of Resources for Development;
  - b. To convey to RCMRD management the grievances of staff members and represent them in seeking redress;
  - c. To provide an organized means of communicating with management on issues regarding the improvement of working conditions and staff welfare;
  - d. To promote and safeguard the rights, interests and welfare of all members of the staff;
  - e. To promote close cooperation between the employees and management of RCMRD and effective staff participation through the elaboration and extension of policies, administration and other activities of RCMRD so far as they affect the welfare of the staff;
  - f. Contribute to coordination of activities that promote staff welfare with support from management. Such as retreats, Corporate Social Responsibility, staff parties etc.;
4. All employees are default members of the staff association with the exception of management.
  5. The functions of the RCMRD staff association and welfare shall be exercised through:
    - a) The general association meetings
    - b) Staff committee (all office bearers)
    - c) The staff welfare sub-committee
    - d) The Executive Committee (chair welfare, chair association, secretary, treasurer, grounds representative, technical staff representative and women representative)The office bearers for the association shall be:
    - i. The chairperson
    - ii. Representative Block A & B
    - iii. Representative Block C
    - iv. Representative Block D
  6. In keeping an open and cordial working relationship between management and staff, the chair of the Staff Association shall:
    - Participate in committees of the Centre that address issues touching on staff well-being e.g. IAPC;
    - Participate in staff recruitment process (Interviews), end of year performance evaluation meeting;
  7. Staff Welfare. The staff welfare deals primarily with issues that affect staff well-being and provide support to staff members when need arises. The needs supported by staff welfare are documented in the Amended Staff Association Constitution of 2018. However, needs outside what is documented is supported on case to case basis. The staff welfare also coordinates activities that promote staff well-being such as retreats, Corporate Social Responsibility etc. Other support promoted by welfare include provision of favorable facilities that promote staff well-being such as canteen, gym etc.
  8. Composition of staff welfare  
Leadership
    - a) **The Executive Sub-committee**  
The Staff Welfare Executive subcommittee is represented by the Chairperson Welfare, Secretary

and the treasurer. The Chairperson Staff Association observes the working modalities of the staff welfare.

#### **b) The Welfare Committee**

The Welfare Committee shall consist of all office bearers of the association elected at the biennial general meeting; such Committee members shall hold office until the following general meeting. The Committee shall meet at such times and places as it shall resolve but shall meet once every four months.

- **Membership**

All employees of RCMRD including management are eligible and are encouraged to join staff welfare by committing in writing to make contributions to the welfare kitty.

- **Financing**

All members are expected to contribute on a monthly basis for purposes of operations of the Association and Welfare. This amount may be reviewed from time to time. The staff welfare kitty is boosted by RCMRD's annual budget allocation to staff welfare. This RCMRD kitty supports running of welfare activities outside those that are supported from the staff contribution kitty whose support is within the constitution.

### **Article 101: Breastfeeding Mothers**

1. The Centre shall endeavor to provide an exclusive lactation place within the premises which shall be shielded from view and free from intrusion of co-workers, be clean, quiet, private and warm; have a lockable door, wash basin; fridge to store expressed milk; have a provision for an electric outlet and lighting and enough space to store equipment. In addition, this lactation place shall be conducive for a baby to be breastfed, have a baby changing table and waste bucket.
2. RCMRD shall provide a reasonable break time for breastfeeding and expressing milk. If this period is within working hours, it shall not exceed 40 minutes within every four hours worked. The female staff member is required to apply for flexible working hours for breastfeeding purposes within the first 6 months after delivery. The number of hours worked, type and number of work assignments shall be determined in conjunction with the supervisor.

### **Article 102: Open Days and Bonding Excursions**

1. The Centre shall endeavor to host at least two staff interaction events per annum for example end-year parties, an open day where staff can all have tea together and one team building activity per annum to nurture positive interactions between the staff as well as between the staff and the management.
2. **Recreational and Competitive Sports**  
Employees shall be encouraged to participate in recreational sports after duty. To encourage this, the Centre may, seek affiliation to certain clubs of its choice for various categories of staff by way of group membership.

For corporate social responsibility purposes, the Centre may sponsor a team to participate in competitive sports or alternatively, organize an in-house sports festival once a year for its employees or participate in sporting activities on invitation from other organizations. The Centre shall endeavor to provide sports facilities i.e. Sports Grounds, clubhouses, Swimming Pools etc. for use by its employees. During competitions, the Centre may provide sports equipment and uniforms. However, for recreational sports, the employees shall be expected to use their own sports equipment and uniforms. Employees required to participate in sporting activities shall do so after duty.

3. **End of Year Recess**

As a culture, RCMRD offices close for an end of year recess for a period of two weeks in the month of December as approved by the Director General. Any additional days shall require application and approval and shall be treated under normal annual leave.

### Article 103: Miscellaneous Provisions

1. These Rules and Regulations will come into force once the Governing Council's approval is given.
2. Copies of the approved Staff Rules and Regulations shall be made available to all staff members currently in the service of the Centre and to new staff members, on their assumption of duties at the Centre.

Approved as revised

By The 53rd Meeting of the GOVERNING COUNCIL

Nairobi, Kenya, November 2019.

The following criteria as shown in the table below shall be used when shortlisting applicants for interviews.

SHORTLIST									
S/No.	Candidate	Academic/Professional Qualifications (7)	Past performance as contained in prior employment (7)	Seniority in current position (3)	Communication skills (3)	Work related achievements (5)	Supervisory skills (5)	Total (30)	Percentage Score %

The following criteria as shown in the table below shall be used when interviewing candidates for various positions. It can be modified depending on the position especially technical staff who may be required to undergo practical tests.

Candidate	Academic/ Professional Qualifications (15 points)	Relevant Experience (15 points)	Communica- tion Skills (10)	Knowledge of Job (50)	General Knowl- edge (10)	Total (100)

The letter of appointment shall indicate the following:

1. That the appointment is subject to the Staff Rules and Regulations applicable to the category of appointment in question and to changes which may be duly made in such Rules and Regulations from time to time;
2. The nature of the appointment;
3. The date at which the staff member is required to enter upon his/her duties;
4. The period of appointment, the notice required to terminate it and the period of probation, if any;
5. The category, level, commencing rate of salary and, if increments are allowable, the scale of increment, and the maximum attainable;
6. Any special conditions which may be applicable to the position being offered.

The letter of appointment of staff members on secondment from government service signed by the or on behalf of the Director-General and relevant supporting documentation of the terms and conditions of secondment agreed to by the contracting parties and the staff member, shall be the evidence of the existence and validity of secondment from government service to the Centre for the period stated in the letter of secondment.

# Sample Letter of Appointment

CSSM/XXX/XXXXXX

Date

Name of employee and address

Dear Mr. XXXXXXXXX,

RE: OFFER OF EMPLOYMENT

I am pleased to inform you that the Management of the Regional Centre for Mapping of Resources for Development (RCMRD) has decided to appoint you to the position of XXXXXXXXXX on a contract of XXXXXXXX (duration), including a probation period of six months, with effect from XXXXXXXX following your success in the Interviews you attended for the post. The contract is renewable subject to your satisfactory performance.

The salary attached to this position is consolidated and is in the scale of XXXXX (i.e. X amount by annual increment by X amount per annum). You will enter the scale at Step III (XXXXXXX).

The post also carries the following privileges and entitlements:

- Provident Fund : You will be required to join the Centre's Provident Fund Scheme to which you will contribute on monthly basis 7 percent of your basic salary and the Centre will contribute the same percent towards the fund.
- Housing Allowance : You will be entitled to a Housing Allowance of XXXXXX per month.
- Transport Allowance : You will be entitled to a Transport Allowance of XXXXXXXX per month.
- Leave : You will be entitled to X days of leave per complete year of Service.
- Medical Scheme : You will be on a staff contributory group medical scheme to a maximum of five (5) family members (including three children up to the age of 21 years), in which you will be expected to contribute a 10 per cent of the premium. The Centre will contribute 90 per cent of the premium.
- Gratuity : On successful completion of the contract, you will be entitled to 10 per cent gratuity of your annual basic salary.
- Group Life Insurance : You will be entitled to Life Insurance under the Centre's Staff Group Life Insurance Cover.

Notice of Termination Either party will give one-month notice or will pay one month's salary in lieu.

Staff Rules and Regulations : This appointment is subject to the provisions of the Centre's Staff Rules and Regulations.

If this offer and its terms are acceptable to you, please sign and return a copy of this letter to the undersigned.

Yours sincerely,

XXXXXXXXXXXXXXXXXX  
DIRECTOR GENERAL

I accept/do not accept the offer.

Signed:..... Date:.....

### REGIONAL CENTRE FOR MAPPING OF RESOURCES FOR DEVELOPMENT GRIEVANCE FORM

Staff Name	P/No.	Designation
Section		
Email	Mobile No.	
Stage I		
Grievance Statement/Issues (Use attachments if necessary):  Submitted to:  Name: _____ Section: _____		
Date received:		
Response/Action taken  Respondent's Name ..... Designation..... Signature: ..... Date ..... Employee's response		
<input type="checkbox"/> I conclude my grievance and am returning the form to the Human Resource Office <input type="checkbox"/> I request that my grievance be taken to the next stage. Signature ..... Date .....		

STAGE II

Submitted to: .....

Name: ..... Human Resource Officer

Date: ..... Date Received: .....

Response/Action taken:.....

Respondent's Name ..... Designation .....

Signature: ..... Date .....

Employee's response

I conclude my grievance and am returning the form to the Human Resource Office

I request that my grievance be taken to the next stage.

Signature ..... Date .....

STAGE III

Submitted to DG

Date Received .....

Action taken and DG's Comments & instructions:

Employee's Response

I have been informed of the DG's decision.

Signed ..... Date .....

Resources have unique characteristic of scarcity, to maximize the utility of the RCMRD resources, the Director General should guide and approve on the suitable transport modes. The following options are available;

By Air	Economy class Bookings and payment should be done directly by the RCMRD
Use of RCMRD Vehicles	DG or an authorized person on behalf of DG to approve
Public Means	Refund Tickets produced up to a maximum of a Luxury coach to and from destination

### Externally Funded Travels

Where the travel, either within or outside the host country, is funded externally, the following shall apply and should be supported by an invitation letter;

Where meals and accommodation are provided	RCMRD provide 20% of the DSA
Where only meals are provided	RCMRD provide 70% of the DSA
Where only accommodation is provided	RCMRD provide 50% DSA
Where full DSA is provided	RCMRD provide 0% DSA

### Extended Travel

DSA for travels within and outside the Host Country exceeding 21 consecutive days and paid for by RCMRD shall be regulated as follows:

First 21 days	100% DSA
After 21 days	DSA to be determined by DG in consultation with TSD and FO.

**TRAINING SCHOLARSHIP/SPONSORSHIP AGREEMENT**

This Training Scholarship/Sponsorship Agreement is made on the ..... day of Month, Year between the Regional Centre for Mapping of Resources for Development (RCMRD) of P.O Box 632,00618, Kasarani,NAIROBI, KENYA herein referred to as "the Sponsor/Employer?" and Name of Staff Member of RCMRD, P.O Box 632,00618, Kasarani Nairobi, Kenya herein after referred to as "the Beneficiary/Employee?."

Now, Whereas as the two parties agree as follows:

That the Employer/Sponsor is desirous of sponsoring the Beneficiary/Employee to undertake Training as follows:

**1. Period of the Training as Covered by the Agreement**

The scholarship will be for a period of [tick below as appropriate] being the period of the duration of the training programme.

- a)  Six months
- b)  One year
- c)  Two years
- d)  Four years
- e)  Specify another timeline as appropriate -----
- f) With effect from [dd/mm/yyyy to dd/mm/yyyy].

**2. Type of Training Programme**

The training programme that the Employer will support the Employee to undertake will be

- a)  Full time
- b)  Part time
- c)  On-line course
- d)  Locally provided or undertaken abroad
- e)  Leading to the award of a
  - i.  Bachelor's degree
  - ii.  Post graduate diploma
  - iii.  Masters degree
  - iv.  Ph.D

**3. Nature of Sponsorship**

RCMRD will cater for financial and other resources, where applicable, to support the following:-

- a. The cost of tuition [-----] (indicate amount)
- b. Examination fees [-----] (indicate amount, where available)
- c. Expenses for field work [-----] (indicate amount, where available)
- d. Training materials including books [-----] (indicate amount, where available)

*Note: The total cost of expenses to be catered for by the Employer will not exceed the budgeted amount for the training programme of the Employee. The amounts should be supported by relevant documentation from the institution where the Employee has registered to study.*

**4. Conditions for the Training Sponsorship**

The following conditions will apply during the Training Programme:

- a. The Employee should have been in continuous employment at the Centre for not less than three (3) consecutive years.
- b. The training chosen is relevant to the Employee's duties and responsibilities, based on training need assessment undertaken for staff.
- c. RCMRD will accord the Employee time off for the training (on the understanding that the staff member can be released by his/her department for the training)
- d. RCMRD will monitor progress of the training through periodic reports (transcripts, approved research proposals, etc) from the training institution/the Employee.

- e. The Employer will continue paying salary and other benefits to the Employee whilst on training.
- f. The Employee will not change the type of training course without the authority of the Employer.
- g. Should the Employee require to repeat part or whole of the training/subjects/modules, he/she will do so at his/her own cost.
- h. The Employee will not resign his/her appointment while on or immediately after the study. Should the employee resign his/her position, he or she shall also forfeit the training support from RCMRD.
- i. Failure to complete a course or make satisfactory progress in the course (unless there are extenuating circumstances) for which the Employee has been sponsored, will result in RCMRD requiring the Employee to pay back all tuition, examination fees, learning materials and field work/ research expenses already incurred under the Agreement.

## 5. Payment Modalities

The following payment arrangements will apply:

- a) The Employer will pay directly to the training institution the cost of tuition and other approved training expenses.
- b) The Employer will pay the Employee field work/research costs and training materials expenses on the production of supporting documentation (receipts/invoices). In cases of field work or research costs, RCMRD accounting/procurement procedures will apply.
- c) The Employer will pay directly to a recognized third-party providing other appropriate services relevant to the training in line with the scholarship conditions stipulated in this Agreement.

## 6. Bonding Arrangements

The Employee shall be required to adhere to bonding terms as his/her obligation towards the Centre for the investment in training. The bonding period will be determined by the duration of the course as follows:

Training Period	Bond Period
Six (6) months	One (1) year
One (1) year	Two (2) years
Two (2) years	Four (4) years
Three (3) years	Five (5) years
Four (4) years	Six (6) years

The following are the terms of the bond: -

- d) The bond amount shall be the total amount invested in the staff member to undertake the training and shall include course fees and any other amounts provided if the course was undertaken in a foreign country. These include but not limited to; stipend, book allowance, air tickets and warm clothing allowance.
- e) In the case where a staff member breaks the bond and resigns from the Centre before the stipulated bond period, he shall pay back to the Centre all the training costs incurred on the individual to implement the training. Or in default of paying back training costs, if the staff member is entitled to terminal benefits they will be forfeited.
- f) The refund of the training costs will include instances where the Employee leaves employment before completing the training. The refund will constitute whatever payment has been incurred on behalf of the Employee up to the time of disengaging.
- g) Should the Employee leave the employment of RCMRD having served part of the required bond period, he/she shall pay back prorated portion of the tuition and examination fees and other costs incurred during the course in relation to the bond period served. This will apply for periods of more than 3 months served.
- h) If the program is funded by a donor, overall the Centre rules on bonding will apply. However, should there be a difference with donor rules on implementation of training, these shall be adhered to. In cases where RCMRD is partnering with a development partner to support staff development, RCMRD will administer the financial support for as long as it is available from the said development partner. In the event that the development partner/agency discontinues such support, RCMRD SHALL NOT BE LIABLE to continue funding the study program for which the Employee was supported.
- i) The Centre shall also meet the cost of medical cover for the period of training if this is not provided for under the donor funded program.

## 7. Signatures

I have read the training sponsorship conditions and understand the rules regarding repayment of expenses under the scheme and agree to abide by them.

Signed by the Employee at Nairobi, Kenya.

Employee Name: ..... Position: .....

Signature: ..... Date: .....

Signed on behalf of the Employer:

Name: XXXXXXXXXXXXX  
DIRECTOR GENERAL

Signature: ..... Date: .....

Signed by Employer:

Name: : .....

Signature: ..... Date: .....



GUIDELINES ON PROPORTIONAL  
REPRESENTATION OF MEMBERS STATES  
FOR THE RECRUITMENT OF  
PROFESSIONAL STAFF MEMBERS  
RCMRD PRRPS/01

*Approved by Governing Council  
© November, 2017*

## 1.0 BACKGROUND AND JUSTIFICATION

The Regional Centre for Mapping of Resources for Development (RCMRD) was established in Nairobi, Kenya in 1975 under the auspices of the United Nations Economic Commission for Africa and the then Organization of African Unity. It is an intergovernmental organization comprising 20 contracting member States namely Botswana, Burundi, Comoros, Ethiopia, Kenya, Lesotho, Malawi, Mauritius, Namibia, Rwanda, Seychelles, Somalia, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Uganda, Zambia, and Zimbabwe. The countries affiliated to the Centre are Angola, Democratic Republic of Congo, Djibouti, Eritrea, Madagascar and Mozambique.

The Mission statement for RCMRD is: "To promote sustainable development in the member States through generation, application and dissemination of geo-information and allied ICT technologies, products and services."

The mandate of the Centre is to provide services to Member States in the fields of surveying, mapping, remote sensing, Geographical Information System, Global Positioning System and in natural resources and environmental management. The Centre plays a significant role in promoting the development of geo-information and allied information communication technologies; provision of data and information; and building of capacity of member States in the application of geo-information in national development.

RCMRD has two categories of regular staff: Professional and General Service staff. The professional category comprises of senior staff that are recruited from member States. The General Service category is made up of local staff. Over time the recruitment of professional staff has not been equitable as only a few member States are represented.

Out of eighteen (18) established professional positions on the RCMRD organization structure, seven (7) are filled. They are filled as follows: two (2) Kenyan nationals, two (2) Tanzanians, one (1) Rwandan, one (1) Ethiopian and one (1) Malawian. Out of 20 member States only five (5) countries are represented with fifteen (15) non-represented. This state of affairs, therefore, necessitated measures to improve member States representation at professional officers' positions. To address this problem, the Governing Council at its meeting in Nairobi, Kenya in 2016 directed Management of the Centre to come up with Policy Guidelines to ensure an equitable or a proportional representation system in the recruitment of Professional staff at the Centre so that representation of non-represented member States could be secured. The Management presented a draft Guidelines to the GC and the latter directed that ECA assist the Centre in developing a policy to address the issue for further presentation to the GC during its 2017 meeting. The policy would also address equitable recruitment opportunities for persons with disabilities and gender balance.

## 2.0 TERMS OF REFERENCE

The following TORs were prepared to guide the Consultant in the process of preparing the policy document (see full text in Annex 6).

- a) Undertake literature review on the subject of equitable and proportional recruitment policies and procedures in international and intergovernmental organizations.
- b) Carry out a comparative analysis with similar organizations to highlight their policies, procedures and practices in proportional and equitable recruitment for international positions and,
- c) Develop the policy on equitable and proportional representation of member States for recruitment of Professional staff members.

In addition to the above, it was also requested that the policy document shall also address the following aspects:

- (i) Rotating appointment system for the position of DG amongst member States.
- (ii) Ensuring that DG and other staff filling senior positions do not come from the same country.
- (iii) Advise member States on how a proportional representation recruitment system could ensure gender balance while at the same time taking into consideration the issue of people with disabilities.

It is against this background that this policy paper has been prepared.

## 3.0 METHODOLOGY

The methodology used for the preparation of this document was a desk research, using mainly secondary data, as funds for travel for primary data collection were not provided. However, advantage was taken to interview and discuss with some senior staff at locally-based intergovernmental institutions in the home country of the consultant to come up with primary data to highlight some cases. These were the cases of the Bank of the Central African Member States (BEAC, for its acronym in French); the Economic and Monetary Community for Central

African States (CEMAC, for its acronym in French) and the CEMAC Parliament. Important background documents and statistics were also provided by the RCMRD Secretariat as well as online exchange with some relevant staff members of the Centre, whose contribution is highly acknowledged.

## 4.0 REVIEW OF THE LITERATURE

The majority of international and intergovernmental organizations use as a golden principle for recruitment of their staff the principle of securing the highest standards of efficiency, competence and integrity, with due consideration to recruiting the staff on as wide a geographical basis as possible (The UN; The EU; The CERN).

According to the Entertainment Software Association (ESA), the basic aim on recruitment policy, for example, is: “to attract and retain the right calibre of staff to meet ESA's evolving needs. This challenge must be met while at the same time making every effort to follow the key principles underlying ESA's recruitment philosophy”.

These principles are:

- To employ highly qualified staff to enable ESA to achieve its objectives and deliver outstanding results for the Agency.
- To give primary consideration to qualifications, knowledge, skills and personal qualities, including the capacity to adapt and evolve over the longer term.
- To ensure that all staffing decisions are fair, equitable and transparent.
- To give due weight to nationality and gender to ensure fair representation.

According to the European Centre for Nuclear Research (CERN, for its acronym in French) staff recruitment policy is built upon the following five (5) principles:

- (i) Recruit excellence: Committing to hire people with the highest relevant technical and behavioral competencies;
- (ii) Source talent for today and tomorrow: Bearing in mind both the short and long term needs of the Organization;
- (iii) Get the right people in the right place at the right time: To ensure proactive and timely staff recruitment;
- (iv) Encourage and value diversity: From sourcing to hiring, appreciating differences;
- (v) Recruit ethically: Ensuring a clear, transparent and fair recruitment processes.

Some of the diversity considerations extracted from the detailed CERN's recruitment policy document are highlighted below:

### Age and Experience:

- CERN requires a balanced mix of ages and should make particular efforts to specifically target experienced recruits as well as graduates in order to bring a healthy mix of industry best practices and latest learning innovations.

### Previous Employment:

- CERN hires predominantly from the private sector, and particularly from Hi-Technology, but also from its own recruitment pools (e.g. Fellows). CERN strives to adopt a balanced mix of recruitment sources.
- Furthermore CERN makes particular efforts to increase the pool of Technicians and Technical Engineers.
- CERN targets fresh recruits. In principle, and in line with recently-implemented policy, CERN will not re-hire former staff members. In exceptional circumstances where specialized competencies may not be found on the market, and with the DG's authorization, a former CERN's contract holder may be invited and selected.

### Qualification-level:

- CERN strives to hire people of the right qualifications for the position which is opened. In general preference will be given to candidates with the qualification level indicated on the vacancy notice.

### Nationality:

- Particular efforts are made to source and attract excellent candidates from the Member States further afield whilst taking into consideration Member State Return Coefficients.
- CERN sources amongst its Member States. In exceptional circumstances where specialized competencies may not be found on the Member States market, and with the DG's authorization, candidates from Non Member States may be invited and selected.
- Nationals of Associate Member States might be allowed to apply for CERN's staff positions. However, the number of appointments for associate members shall be limited by the percentage contribution of the applicable CERN budget.

### Gender:

- Whilst around one-third of the applicants are women with the appointment rate reflecting this proportion, specific efforts should be made in particular amongst scientists and engineers to encourage more applications from women.

### Special Needs/Accessibility:

- The recruitment process should be fully accessible and support candidates with special needs. Alternative methods of application should be provided for candidates with special needs who are unable to apply via the online application form. Every effort should be made throughout the application, selection and through the hiring process to accommodate people with special needs.

### The experience from the University of York's Equal Opportunities Employment Policy:

The Equality Act 2010 indicates the Core Principles underlining the basic aspects of their recruitment policies as:

- The principle of open competition in its approach to recruitment.
- Seeking to recruit the best candidate for the job based on merit. The recruitment and selection process should ensure the identification of the person best suited to the job.
- To ensure that the recruitment and selection of staff is conducted in a professional, timely and responsive manner and in compliance with current employment legislation.
- To provide appropriate training, development and support to those involved in recruitment and selection activities in order to meet these core principles.
- The recruitment and selection is a key public relations exercise and should enhance the reputation of the University.
- To treat all candidates fairly, equitably and efficiently, with respect and courtesy, aiming to ensure that the candidate experience is positive, irrespective of the outcome.
- To promote best practice in recruitment and selection. It will continuously develop its recruitment and selection practices to allow new ideas and approaches to be incorporated.
- To ensure that the recruitment and selection process is cost effective.
- When a member of staff involved in the recruitment process has a close personal or familial relationship with an applicant they must declare this as soon as they are aware of the individual's application and avoid any involvement in the recruitment and selection decision-making process.

## 5.0 COMPARATIVE ANALYSIS ON PROPORTIONAL REPRESENTATION

Research on a number of intergovernmental organizations revealed the existence of different policies, procedures, practices and approaches being adopted to promote and ensure an equitable or a proportional system for the recruitment of Professional staff from Member States, as already indicated. These different approaches and policies are all intended to achieve fair distribution of professional positions to all Member States through the recruitment process.

In the case of the United Nations (UN) and most of its agencies, for example, although there may not be fixed quotas as such, the UN Charter, however, makes every effort to ensure that there is adequate representation of staff from every region and member country. Equitable geographic representation on recruitment is embedded in most UN policies, including staff rules and regulations and organization culture. Twenty per cent (20%) of recruitment into posts requiring geographical distribution should come from under or unrepresented countries. In the Food and Agriculture Organization (FAO) 60% of junior professionals are recruited from under or unrepresented developing countries. Most of other UN agencies allocate between 20 to 25% of their professional posts to under or unrepresented countries.

In some other UN agencies for which specific policies on geographical representation may not exist, the recruitment process ensures this is taken into account. There are independent inspections made, checking staff lists against their countries of origin on new recruitment and verifying representation status of countries of shortlisted candidates to determine which regions and countries are either under or un-represented, so that preference is given to candidates from these countries. To specifically target and encourage under or un-represented countries to participate in recruitment, special recruitment campaigns are arranged that specifically target under or un-represented countries and liaising with national focal points. In the case of the UN Secretariat, there are the National Competitive Examination (NCE) campaigns to serve this purpose.

In some cases, recruitment is unofficially frozen in over-represented countries. Reports justifying hiring from over-represented countries are submitted to Management for appropriate decision. This would be in such cases where the number of suitable job applicants from under or un-represented countries is too low or no qualified candidates are available from the under or un-represented countries.

There are situations whereby some UN organizations use a weighting system to allocate posts to member countries based on such factors as the population or the contribution rate of the member state. This gives a desirable range of the number of posts that a country can have. For small organizations with limited number of posts it is difficult to introduce quotas, in which case they simply take into account geographical balance in recruiting for international positions. In respect of other UN agencies, staff occupying such posts as D1, D2 and P5, that are more or less the equivalent of RCMRD's senior Professional staff grades, must be from different member countries.

In the case of other intergovernmental organizations such as the African Union (AU); Southern African Development Community (SADC) and African Institute for Capacity Development (AICAD), they use a quota system through which each Member State is allocated cumulative points based on each post for recruitment in the professional staff category. The more senior the post, the more points are allocated to it. Once a country exhausts its point's allocation, it cannot compete in further recruitment. Subsequent vacancies are not advertised in those countries. Other African organizations such as the African Advanced Level Telecommunications Institute (AFRALTI); Common Market for Eastern and Southern Africa (COMESA), East African Community (EAC), the Bank of the Central African Member States (BEAC, for its acronym in French); the Economic and Monetary Community for Central African States (CEMAC, for its acronym in French) and the CEMAC Parliament, amongst others, emphasize merit, upholding highest integrity standards, technical competence, diversity and inclusiveness of gender and all nationalities from Member States, without necessarily providing for quotas. However, they also promote equitable distribution of international positions to Member States. In the case of CEMAC Parliament, for example, the contributions are shared equally so are the number of Members of Parliament.

## 6.0 FINDINGS

### 6.1 Recruitment Principles

One of the golden principles used by most recruitment bodies is to secure the highest standards of efficiency, competence and integrity, as already indicated. This principle combines both legal and professional requirements.

The legal requirements are for the selection to be made on merit on the basis of fair and open competition. All these three elements (merit, fair and open) have to be met for the appointment to be lawful. Merit means the appointment of the best available person judged against the essential criteria for the role. No one should be appointed to a job unless they are competent to do it and the job must be offered to the person who would do it best. Fair means there must be no bias in the assessment of candidates. Selection processes must be objective, impartial and applied consistently. Open means that job opportunities must be advertised publicly. Potential candidates must be given reasonable access to information about the job and its requirements about the selection process. In open competitions anyone qualified and who wishes must be allowed to apply.

The professional requirements involve setting up a selection panel of two or more people to oversee the appointments process. The panel must be chaired by the most senior staff in the panel. The panel must ensure that candidates are impartially assessed against the published essential criterion (education, competences, skills and experience) at each stage of the process where assessment occurs and must take the final decision on which candidate or candidates are the most meritorious. Panel members must declare any conflict of interest including prior knowledge of an applicant. It is for the appointing Department to decide, in accordance with its own rules of conduct, how to proceed where it appears that an actual or perceived conflict of interest may arise. A record must be kept of how any such conflicts were dealt with. The chair of the panel has the overall responsibility for ensuring that the selection process is compliant with the Recruitment Principles of the organization. Before a competition starts the chair must approve the essential criterion: job description, panel membership and process to be followed, as well as the advertising strategy.

### 6.2 Recruitment Policy

Recruitment, selection and procedures policies at most institutions adhere to the principles of fairness. They are transparent, reliable, inclusive and underpinned by appropriate organizational structures and processes. The key policy considerations used are:

- Recruitment and selection processes are conducted in a competent and professional manner by designated recruitment and admission staff.

- The recruitment body monitors, reviews and updates its recruitment and selection policies and procedures periodically with a view to continuing enhancing them.
- Prospective employees are provided with information about the jobs and other advantages offered by the institutions. This information is made available to them before they are expected to reach a decision about applying.
- Selection processes for applicants are underpinned by requirements that are clear and also made available to applicants beforehand.
- The recruiting institutions have in place procedures for handling appeals and complaints about recruitment and selection procedures that are fair and accessible. Appeals and complaints procedures are conducted expeditiously and in accordance with a published timescale.

### 6.3 Systems of Representation

The different approaches and policies examined are all intended to achieve fair distribution of professional positions to all Member States through a fair and clear recruitment process. While most institutions do not have fixed quotas assigned to countries, however, they all make every effort to ensure that there is adequate representation of staff from every member state. To specifically target and encourage un-represented or under-represented countries to participate in recruitment, special recruitment campaigns are arranged that specifically target those countries.

In most of the institutions national representation on recruitment is embedded in policies, including staff rules and regulations and in the organizational culture. All these policies and procedures stress the fact that the implementation of member states representation in recruitment of professional staff should always uphold the principles of securing the highest standards of integrity, efficiency and technical competence. Most of these policies are also conceived to secure gender balance.

Larger organizations with more professional staff positions than the number of membership use proportional systems based mostly on contributions (value for money), GDP, population share or a combination of those. Smaller organizations use normally equitable representation involving equitable share on contribution.

## 7.0 SITUATION ANALYSIS OF THE RCMRD

RCMRD has two main categories of regular staff: Professional staff and the General Service staff. The Professional staff category comprises of more senior staff from Heads of Sections to Heads of Directorates and the Director General. Staff at professional level is recruited from among the Member States. The General Service category is recruited locally from the Host country, unless in special circumstances where rare skills are not found locally. There is another category of project personnel whose recruitment is not subject to nationalities of Member States, although they are often recruited from local ranks (i.e.: consultants, temporary and occasional staff).

Over the years it has been observed that the recruitment of Professional staff does not follow a specific policy in terms of quantity or quality of the staff. Moreover, the recruitment policy is not equitable in terms of the number of officers who fill these positions in relation to Member States they originate from.

To address this situation, during its meeting held at RCMRD, Nairobi, Kenya in April 2016 the Appointments, Promotions and Remuneration Committee (APRC) directed that Management comes up with specific Policy Guidelines on ensuring equitable proportional representation in the recruitment of Professional staff to ensure representation of unrepresented Member States.

### 7.1 Problem Statement

As at 30 September 2017 there were eighteen (18) approved professional posts on the RCMRD organizational structure, out of which seven (7) are already filled and 11 still vacant. The repartition of the filled positions by Member States is indicated in the Table 1 below.

**Table 1: Professional Staff by Nationality at RCMRD (as at 30/09/2017)**

No.	NATIONALITY (*)	NUMBER OF P. STAFF	REMARKS
1	Botswana	0	NR
2	Burundi	0	NR
3	Comoros	0	NR
4	Ethiopia	1	?
5	Kenya	2	?
6	Lesotho	0	NR

No.	NATIONALITY (*)	NUMBER OF P. STAFF	REMARKS
7	Malawi	1	?
8	Mauritius	0	NR
9	Namibia	0	NR
10	Rwanda	1	?
11	Seychelles	0	NR
12	Somalia	0	NR
13	South Africa	0	NR
14	South Sudan	0	NR
15	Sudan	0	NR
16	Swaziland	0	NR
17	Tanzania	2	?
18	Uganda	0	NR
19	Zambia	0	NR
20	Zimbabwe	0	NR
Total	7		

Source: RCMRD Secretariat.

NR = Not Represented.

(\*) Affiliated Member States are not considered.

## 7.2 Representation by Nationality

As indicated in the case of the UN system, there are five (5) different situations to consider for member states representation by nationality: represented (R), non-represented (NR), under-represented (UR), within range (WR) – using a weight system - and over-represented (OR).

From the Table 1 above it is very easy to identify the NR member states (15) and to some extent the R member states, but very difficult to identify the remaining categories: UR, the WR, as well as the OR. To qualify a member state as UR, WR, and OR there should be:

- A predetermined (known) number of staff members at professional level that the Centre should have;
- From a) above, a predetermined (known) number of staff at professional level that each Member State should have; and
- A predetermined (defined) factor that should be the proportional element to be considered for establishing the range, maximum and minimum, number of staff a country should have.

In the case of RCMRD the elements indicated above are not determined, therefore, policy decisions need to be adopted in terms of the Centre to decide on the number of professional staff each Member State should have and henceforth to control those numbers.

## 8.0 KEY POLICY ISSUES CALLING FOR DECISIONS

It should be noted that, since most of these policy issues are significant and fundamental to the effective functioning and efficiency of the Centre, it is necessary that once approved they be integrated in the relevant legal instruments of the Centre (i.e.: The Principal Agreement Establishing the Centre, the APRC Internal Rules of Procedures, etc.). Below are some policy options suggested for consideration.

### 1) Equitable representation

The basic objective of this principle is to achieve equality in the representation of professional staff at the Secretariat. In this respect, the Centre needs a minimum of twenty (20) professional posts fully employed at the Secretariat level (1 Member State = 1 Professional Post). This situation may imply sharing equally the contributions.

### 2) Proportional representation

Given the uneven share of contributions, GDP, population and land area among the Member States, Proportional Representation cannot be applied. The three (3) different scenarios considered and analysed using the indicated

parameters lead to some countries not being represented at all at professional level, while some others will have big numbers of professional staff. The scenarios are fully illustrated in the following annexes:

- Annex 1: Scenario A Proportional representation as a direct % of the GDP;
- Annex 2: Scenario B Proportional representation as a direct % of the Contributions;
- Annex 3: Scenario C Proportional representation as a direct % of the Population.

In view of the results from the three (3) options analysed above, we have considered and examined a hybrid system of introducing ceilings and floors percentages to Member States' share of contributions (see Annex

**4). The main advantage of this option is that in the end all countries could be represented provided, however,** that Member States will be willing and determined to pay for the additional professional posts this may entail (see Annex 5).

### **3) Gender Balance**

Whenever two or more female candidates coming from unrepresented countries apply for a vacancy the recruitment process should be limited to those female candidates till one of them is selected for the post. If none of them is selected the position should be re-advertised among the non-represented countries first till a qualified candidate is found.

### **4) People with Disabilities**

To encourage the recruitment of staff with disabilities RCMRD should make appropriate adjustments to all stages of its recruitment process and as required in order for a successful candidate with a disability to undertake the post (i.e.: arrange physical access to the premises and offices of the Centre; improve methods of vacancies announcements; set up appropriate systems for participation in the recruitment process, etc.).

### **5) Rotating System of the DG's post**

To ensure rotation of the DG's post, the policy should be that upon completion of his/her term the next DG's position shall be opened only to nationals of the next country on the list (by alphabetical order) from the outgoing. In so doing, priority must be given to Member States whose nationals have never filled the DG's post before.

The appointment of the DG from the Host country could be undertaken only and when adequate rotations have been done. This may not apply when no suitably qualified candidates are available from the other Member States that have not been represented at DG level.

### **6) Equal Opportunities**

No more than one senior officer (such as Heads of Directorates and Heads of Divisions) should be from the same country at a given time. In the event that there are no suitable candidates from other countries, the APC should prepare a report to be submitted to the GC for its decision on the matter.

## **9.0 CONCLUSION AND RECOMMENDATIONS**

### **9.1 Conclusion**

This paper analysed the common practice of Member States representation at professional staff level in some international and intergovernmental organizations to suggest appropriate policy options for RCMRD in doing the same. Based on the situation of the RCMRD Secretariat and the discussions held with some officials of the Centre, the analysis made in this paper considered twenty (20) Member States and eighteen (18) professional posts of which only seven (7) are currently filled. According to this, only five (5) countries are currently represented and 15 non-represented. The 5 represented countries are taking up 7 Professional staff positions out of the 18 positions officially approved. According to the RCMRD Secretariat the Centre's policy on recruitments is that positions are only filled on a need basis and when the financial resources are available to sustain those positions. This situation calls for the necessity to adopt appropriate policies and measures to improve Member States representation at Professional officers' positions within the Secretariat.

In view of the uneven share of Member States contributions, GDP, land area and population, direct application of percentages based on proportions of these parameters to determine the level of representation of professional staff at the Centre as it is done in some other intergovernmental institutions, cannot be applied for RCMRD. First, the Centre has a big number of Member States in relation to the number of approved professional staff positions. Second, the amount of budget financed through direct contributions from Member States is very little to allow for recruitment of additional professional staff in the Centre.

## 9.2 Recommendations

Following the benchmarking with other intergovernmental organizations and review of the internal situation of RCMRD, the following recommendations are made for consideration of the GC, without prejudice to the principles of recruiting to ensure that highly competent candidates are recruited, gender balance is considered and people with disabilities are taken into consideration.

1. The ideal number of professional staff positions should be maintain at eighteen (18) as already agreed by the GC during the Organizational Review exercise. However, those positions should be filled on need basis.
2. In recruiting any new staff member at professional level, priority should be given to unrepresented Member States with vacancies been advertised first in these countries.
3. RCMRD should apply a minimum of 30 per cent women representation at Professional staff level. In so doing, special call should be made in all advertisements for vacant position encouraging women to apply for posts at RCMRD.
4. RCMRD should encourage and give priority to employ equally qualified people with disabilities in all categories of staff.
5. In applying the rotation system of the DG's post priority should be given to candidates from countries that have never held that position in the past.
6. In order to give equal opportunity to all member States, senior officers should not be recruited from the same country on expiry of their contracts or on retirement, but to advertise in unrepresented countries.
7. In order to allow all member States to present candidates for positions at the Centre, the tenure of Professional staff should not exceed a maximum of three (3) contracts of three (3) years each.
8. The RCMRD should ensure that those member States with more than one staff member at Professional level upon retirement of some of their staff, no new staff is recruited from same country for that position, unless un-represented countries are unable to put forward qualified candidates or are not interested in that position.
9. The Centre should always liaise with the Focal Points for a wider circulation of vacancy announcements in the relevant Member States. Should it be necessary, the Centre may provide a budget for a larger advertisement. Other means of advertising vacant positions should be explored (i.e. Community radios, Universities, relevant Professional Associations, etc.) to ensure wider circulation of vacancy announcements in all Member States.

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# RECRUITMENT AND DEPLOYMENT POLICY (REF RCMRD RDP/o1)

*Approved by Governing Council  
© November, 2018*

## (I) DEFINITION OF TERMS

**Recruitment:** Process of searching for prospective employees and stimulating them to apply for the jobs in an organization.

**Deployment:** is the movement of staff from ones' current assignment to another to meet operational needs.

**Selection:** is the process of picking individuals out of the pool of job applicants with requisite qualifications and competence to fill jobs in the organization.

**Diversity:** workplace diversity refers to the similarities and differences among employees in terms of age, cultural background, physical abilities and disabilities, race, religion, sex, and sexual orientation.

**Affirmative action:** refers to a policy or practice set forth by the Centre that aims to counter the effects of past and present discrimination in the employment context.

**Induction:** Induction is the process of introducing a new employee to the company culture and processes with the aim of bringing them up to speed as quickly as possible as well as making them feel socially comfortable and aware of their professional responsibilities.

**Secondment:** secondment refers to a situation where an employee or a group of employees is assigned on a temporary basis to work for another organization, or a different part of their employer's organization. On expiry of the secondment term, the employee (the 'secondee') will 'return' to the original employer.

### 1.0 OVERVIEW

The Regional Centre for Mapping of Resources for Development (RCMRD) was established in Nairobi – Kenya in 1975 under the auspices of the United Nations Economic Commission for Africa (UNECA) and the then Organization of African Unity (OAU), today African Union (AU). RCMRD is an inter-governmental organization and currently has 20 Contracting member States in the Eastern and Southern Africa Regions namely, Botswana, Burundi, Comoros, Ethiopia, Kenya, Lesotho, Malawi, Mauritius, Namibia, Rwanda, Seychelles, Somali, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Uganda, Zambia and Zimbabwe.

The mandate of the Centre is to provide services to member States in the fields of surveying, mapping, remote sensing, Geographical Information Systems, Global Positioning System and in natural resources and environmental management. The Centre plays a significant role in promoting the development of geo-information and allied information communication technologies; provision of data and information; and building the capacity of member States in the application of geo-information in national development.

RCMRD as a leader in the field of geo-information in Africa has a corporate responsibility to its member States to develop the skills of fresh graduates in order to cultivate the next generation of geo-information scientists. The individuals will be able to piece together the theoretical aspects of their training in university and cutting edge developments in geo-information through their time at RCMRD.

#### 1.1 Mission

To promote sustainable development in the member States through generation, application and dissemination of geo-information and allied ICT technologies, products and services.

#### 1.2 Vision

To be a premier Centre of excellence in the provision of geo-information for sustainable development in the member States and beyond.

#### 1.3 Values

Quality service, innovativeness and ethics; Partnerships for collaborative advantage and synergies; Effective knowledge and information management; Regionality and environment conscience in delivery of services; Integrity, transparency and accountability.

### 2.0 INTRODUCTION

Regional Centre for Mapping of Resources for Development (RCMRD) is an inter-governmental organization that closely follows the grading composition of similar bodies such as United Nations organizations. Its core staff are made up of General Staff (GS) who are locally recruited staff from the host country and Professional Staff who are recruited from any of the Centre's 20 member States. The GS staff serve on two (2) year renewable contracts while the Professional staff serve on three (3) year contracts renewable thrice and the Director General who serves for

two four (4) year terms only.

This Recruitment and Deployment Policy is a guideline that describes the process and procedures for attracting and selecting both internal and external candidates. It shall be used to create an effective hiring process that is driven by commitment to equal opportunity and a discrimination free process.

This policy is meant to be used during any recruitment process for the Centre in conjunction with the Staff Rules and Regulations Ch.4: Classification of Posts and Recruitment Procedures, Policy on member States Proportional Representation in the Staffing of Professional staff positions and the ISO HRM & Staff Training procedures. It shall be subject to review from time to time and whenever any changes are made to the host country's Employment Act.

The Management of Regional Centre for Mapping of Resources for Development (RCMRD) is committed to ensuring that the recruitment, selection and deployment of all employees will be fair, open and transparent. Personal information received is dealt with in the strictest confidence. Inclusion (It includes elements from the Proportional Representation Policy such as underrepresented individuals and countries/diversity issues/gender balancing) forms an important aspect of the recruitment of staff within the service. Positions will be offered to the successful candidate based on their performance during the recruitment process taking into consideration their competency, qualification and affirmative action.

### 2.1 Scope

This policy shall apply to all individuals who have applied for advertised positions by the Centre whether an internal or external candidate. The definition of an "internal" candidate for the purposes of recruitment refers to an employee who is currently on a regular contract filling a GS position, those on long term projects, on short term contract or temporary staff. It would be important to note that individuals who fill GS positions and are seeking to move upwards through the recruitment process would be internal to GS positions while long term project staff seeking upward mobility would be internal to the project. However, both GS staff and project staff can move either way as internal staff. To move in either direction, one has to terminate his/her contract as their terms of service with regards to salaries and other benefits are different. In case of recruitment of project staff regarding internal staff, the only exclusion will be where project donor conditions dictate different policies that will supersede this policy. On the other hand, "internal" candidates exclude independent contractors, consultants, and interns. In the event that the Centre engages a third party to undertake its recruitment and selection, they are to adhere to the guidelines in this policy.

### 2.2 Purpose

The Staff Recruitment Policy has been established to ensure that RCMRD has the opportunity to attract the best available staff for all vacant positions. This policy relates to employment of all fixed term, short term and temporary staff. In addition, Policy on member States Proportional Representation in the Staffing of Professional staff positions, guidelines on recruiting short term staff and Recruitment of Project Staff shall be used in conjunction with this policy document. It should be noted that this policy is the overarching statute followed by the Staff Rules and Regulations, member States Proportional Representation in the Staffing of Professional staff positions and ISO Quality Management System Human Resource and Training Procedures in that order.

### 2.3 Responsibility

It shall be the role of the Director General to provide approval for the recruitment exercise from the beginning all through to the end of the process. The approval also supports and champions the process. It shall be the responsibility of the HR and Administration Division to implement this policy and to monitor its performance.

It is the responsibility of Heads of Directorates and Supervisors to ensure that:

- They initiate the recruitment by identifying and prioritizing vacancies in their directorates and requesting for recruitment.
- They are familiar with the recruitment policies and procedures, and that they follow them accordingly; and
- Staffing levels for their department are determined and authorized.

It is the responsibility of the Human Resources & Administration Division to ensure that:

- All Managers are aware of their responsibilities in the recruitment and selection process;
- Managers are given continuous support and guidance in regards to recruitment and selection issues; and
- All roles have current position descriptions that specify role requirements and selection criteria.

Towards the end of every financial year, the Human Resource and Administration Division together with the various Heads of Directorates shall determine vacant positions (if any) that are critical to the operations of the Directorate for filling. These positions shall then be included in the Human Resource and Administration Division's work plan for the following year for action.

### 3.0 POLICY ELEMENTS

The Human Resource and Administration Division is required to undertake the following procedures with due regard to the Staff Rules and Regulations, the ISO QMS HR & Training procedures on Recruitment and other recruitment related documents. Generally, hiring teams shall go through the following steps:

1. Identify need for an opening
2. Review the job description and compose a job advertisement
3. Advertise internally but if no suitable candidates are found, the advert should be made external
4. Select appropriate sources (print media or website) for posting the vacancy
5. Decide on the selection stages and possible timeframe
6. Review received CV's in the Centre's database
7. Shortlist applications
8. Proceed through all selection stages that is, interviews, practical tests and rank the candidates according to performance. Applicants shortlisted to technical entry positions shall be subjected to practical tests to prove the technical skills possessed by the individual with regards to the position for which 60% of marks will be allocated with the remaining 40% allocated to the Oral session of the assessment interview.
9. Run background checks
10. Select the most suitable candidate
11. Make an official offer

Stages may overlap and some steps may be removed or added as the Human Resource & Administration Officer may deem appropriate. However, the first five stages are mandatory in every hiring process. The Division shall maintain a reserve list for various advertised positions with the details of the individuals who passed the interview. This reserve list shall be maintained for 12 months after recruitment and the individuals can be called upon when needed within the aforementioned 12-month period. Additionally, other applicants who met the minimum qualifications but were not shortlisted shall also be maintained in a database after the recruitment process is completed. In future, the Division can select individuals from this pool for other short-term engagements such as short-term projects.

### 4.0 INTERVIEW PROCESS

A shortlist containing not less than three (3) applicants shall be considered for both internally and externally advertised positions. For internal candidates, all qualified applicants shall be considered for interviews. In the event that there is only one qualified candidate, the position will be advertised externally and the qualifying internal candidate will be eligible to compete together with the external candidates. The shortlist shall be determined through a selection panel composed of 3-4 members from various Directorates including the one in which the vacancy occurs. This shall reduce any form of bias in the shortlist. The selection panel composition shall not include Appointments, Promotions and Remuneration Committee members for Professional positions and Internal Appointments and Promotions Committee members for GS positions who will be required to interview the shortlisted candidates.

The applicants will be informed about invitation to attend the interviews through appropriate communication channel not less than one (1) month for Professional positions and two (2) weeks, for GS positions before the interview.

Applicants should submit their Personal Identity Card together with the application for the position.

The interview panel will decide how they will score and weight the answers and questions and prepare a standardized interview assessment sheet against which the applicants will be marked. The minimum pass mark score for successful candidates shall be 70%.

During the interview, the questions asked should not seek to obtain the following kinds of personal information about the applicants:

- religious or similar philosophical belief or political opinion
- ethnicity, nationality or national origins
- sexual orientation
- health or disability
- marital status or family status or whether the applicant has children or plans to have children

#### 4.1 Affirmative Action

RCMRD shall strive to ensure that it promotes equality of employment opportunity by endeavoring to have a gender balanced work force. Persons with disability shall be accorded equal opportunities for employment provided they have the necessary qualifications and are suitable for such employment. Reference shall be made to the Policy on

member States Proportional Representation in the Staffing of Professional staff positions, whose provisions will apply in equal measure in the recruitment of local staff.

#### 4.2 Interview Feedback

The Human Resource and Administration Division shall always inform interviewed candidates that they were unsuccessful during the interview process.

### 5.0 RECRUITMENT OF SHORT TERM STAFF

Temporary short term contract means a contract of employment which covers a period of up to a maximum of one (1) year and appointment is to ungraded and none established position on the Centre's organizational structure. When recruiting Short Term staff to undertake various assignments like project implementation, training, filling gaps where required in GS positions, or engagement as part time staff the following procedure shall be followed:

1. Departments will identify the need and draw the Terms of Reference for the assignment in liaison with the Human Resource & Administration Division.
2. Head of the respective Directorates will seek approval of DG to recruit the short-term staff.
3. Once DG's approval is given, the positions will be advertised openly using appropriate media such as newspapers and the Centre's website.
4. Following close of receipt of applications, shortlisting will be undertaken by a panel set up for the purpose.
5. The completed shortlist will then be submitted to DG for approval.
6. Shortlisted applicants will be subjected to an appropriate form of assessment to determine their suitability and their skills levels for the position or the temporary assignment.
7. Thereafter a Contract will be issued to the successful individual (s) to take up the position (s). Backdating of contracts will not be allowed.
8. In considering engagement of close family relations of members of staff for short term project contracts, the concerned staff member should declare his/her interest.
9. Requesting Directorates should ensure deliverables have been met by the short-term staff before remuneration payment is made.
10. Human Resource & Administration Division in liaison with the Finance Division will provide guidance on short term staff rates.

Interns shall not be converted to part time or short-term staff without undergoing the recruitment process.

### 6.0 REVOKED/DECLINED OFFERS

In situations where formal offer has to be revoked, the Human Resources and Administration Division should communicate about the decision to the Head of Department affected and the Director General stating the reasons why the offer was revoked. Legitimate reasons include:

- Candidate has falsified references, has fake certificates or otherwise lied about a serious issue;
- Candidate doesn't accept the offer within the specified deadline (deadline must have been included in the offer letter);

HR and Administration Division must notify the candidate formally as soon as possible.

Additionally, there are situations whereby the selected candidate turns down the offer due to other reasons they may provide.

If the above were to take place, the Division shall revert to the reserve list.

### 7.0 INDUCTION

An induction period is provided for all new employees where they shall be provided with information about the Centre and its processes. The induction shall include an introduction to the Centre's staff and immediate supervisor who shall discuss what is expected of the employee. The HR & Administration Division shall avail the following documents:

- Job description
- Staff Rules and Regulations
- Performance Management Handbook
- The current years' Centre work plan
- Individual work plan form
- End of year appraisal form
- Organizational structure

Employees are obliged to familiarize themselves with the Policies and Procedures of the service and to ensure adherence to the codes of conduct as set out by the service. The Division shall communicate to the new member of staff about the Staff Association, Staff Welfare, Rahamani Sacco, Health and Safety arrangements and canteen facilities.

All recruited staff should present a medical certificate showing proof of their health status to enable them take up the new role. RCMRD will provide guidelines to the Medical Practitioner conducting the Medical Examination on the scope of the Examination. In the case of Professional staff recruited from member States other than Kenya, the Medical Examination will be conducted in Kenya on taking up the Appointment. As soon as the new staff member reports for duty, they should submit the original authentic copies of their certificates, ID's and any other relevant documents.

## 8.0 DEPLOYMENT

### PREFACE

A deployment is the move of an employee from one position to another within the same occupational group or related fields of work. Unlike special assignments or secondment, a staff member who is redeployed gains incumbency in the position to which he or she is deployed. A deployment cannot result in a promotion or a change of ones terms and it may be made for an indeterminate or a specified period. The offer of suitable alternative work should have similar status; it should be within the capabilities of the employee; it should not cause unreasonable inconvenience to the employee and should provide similar earning to the employee.

Deployments are to be made in a fair, reasonable and transparent manner, taking into account the needs of the organization and the legitimate career interests and aspirations of staff.

### 8.1 Objective

To promote the efficient and timely movement of staff to new job duties to meet either operational or individual needs or both.

### 8.2 Policy Statement

RCMRD may wish to deploy staff members to various units to meet operational needs; to fulfil the career development and individual needs of employees; and to develop the skills and abilities required by organizations in the longer term.

### 8.3 Application

This policy shall apply to all staff members of RCMRD. It is important to note that it should not be assumed that an individual will not be interested in a particular position because it is at a lower grade. The individual should be given the opportunity to consider whether they are prepared to take on a job at a lower grade. It should be noted, however, that positions at a higher level/grade will not be considered as suitable alternative work for redeployment purposes. Such positions must be sought through normal competitive processes.

### 8.4 Eligibility for Redeployment

Staff may be eligible for redeployment in the following circumstances:

- For the purpose of avoiding redundancy - Where one or a group of staff is under notice of redundancy, the provisions of this policy will be applied to all members of staff affected.
- Ill Health and disability related problems - In appropriate circumstances, redeployment will be considered as one route for making reasonable adjustments for staff with a disability, as defined under current equalities legislation.
- When, due to medical reasons, a member of staff is unable to continue in their contractual role.
- As a way of implementing job rotation and job enrichment.
- As a result of changing needs of the Centre.
- Staff can be re-deployed horizontally based on various needs such as skills development.

## 9.0 REDEPLOYMENT PROCEDURE

- The Head of Department assisted by the Human Resource and Administration Officer, is responsible for fully exploring, in the first instance, redeployment opportunities in the originating department.
- The individual will be provided with support during the transition period, including opportunities for induction and skills training.
- Should the new role or roles be graded at a lower grade than is currently the case, the Centre will endeavour to

- provide protection of pay.
- If more than one employee seeking redeployment expresses an interest in a particular post, a competitive selection process will take place, limited to those seeking redeployment. RCMRD recognizes that there will be occasions when individuals wish to seek redeployment to an alternative role for a variety of reasons of their own. Whilst the Center has no requirement to support such requests, it may give sympathetic consideration to redeployment in the following circumstances:
  - Where a request for flexible working, made in accordance with statutory provisions, cannot be accommodated within his/her current role.
  - As a result of a formal recommendation made under a policy/procedure, such as a disciplinary/grievance action.
  - Where there is a breakdown of a working relationship.
  - The process to be followed in such cases will depend on the circumstances of the situation. Human Resources will liaise with the appropriate Head of Department/Unit to determine an outcome.

## 10. REVISION OF THE POLICY

The policy shall be reviewed based on need such as due to changing organization circumstances, outdated practices and revision of related statutes.





STAFF TRAINING AND  
DEVELOPMENT POLICY  
(REF STDP/ 01)

*Approved by Governing Council  
© November, 2018*

## (I) DEFINITION OF KEY HR TRAINING AND DEVELOPMENT CONCEPTS

**Education:** It is the system that aims to develop people's intellectual capability, conceptual and social understanding and work performance through the learning process.

**Training:** An attempt to improve employee performance on a currently held job or one related to it. It is a planned process aimed at facilitating learning to enable a member of staff become more effective in carrying out their work.

**Learning:** A process by which a person develops new knowledge, skills, capabilities and attitudes.

**Knowledge management** – Refers to capturing, distributing and effectively using knowledge so that it can be used by others in the organization.

**Human resource development:** Involves provision of learning, development and training opportunities so as to improve individual, team and organizational performance.

**Skills:** Those aspects of behavior which are practiced in the work situation and which an individual will need to be able to perform his work satisfactorily.

**Tacit skills:** The ability of an individual to perform a task without necessarily being aware of how it is done. This know-how is typically acquired through experience rather than formal instruction. It tends to be unique to individuals and can provide competitive advantage to an organization.

**Competence:** What an individual has to achieve in order to be proficient in their job.

**Attitudes:** An individual's thinking and feeling about something that would affect their behavior.

**Knowledge:** Information, facts and skills that one acquires through either experience or education.

**Employee development:** A process whereby a member of staff progresses from one state of understanding and capability to another that has higher level skills, knowledge and competencies required.

### 1.0 OVERVIEW

The Regional Centre for Mapping of Resources for Development (RCMRD) was established in Nairobi – Kenya in 1975 under the auspices of the United Nations Economic Commission for Africa (UNECA) and the then Organization of African Unity (OAU), today African Union (AU). RCMRD is an inter-governmental organization and currently has 20 Contracting Member States in the Eastern and Southern Africa Regions; Botswana, Burundi, Comoros, Ethiopia, Kenya, Lesotho, Malawi, Mauritius, Namibia, Rwanda, Seychelles, Somali, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Uganda, Zambia and Zimbabwe.

Since its establishment, the Center has been very instrumental in capacity building in resource survey, mapping, remote sensing, GIS and natural resources assessment and management in Africa. It was also instrumental in helping different countries establish their National Mapping Agencies. To date the Centre in any given year trains more than 3000 technical officers from its member States and other African countries in the fields of surveying and mapping, remote sensing, GIS and natural resources assessment and Management. The Centre has also implemented numerous projects on behalf of its member States and development partners.

Human resource development is constituted of activities and processes that are intended to have an impact on organizational and individual learning. The concepts of 'learning' and 'development' are frequently used interchangeably. Staff will be encouraged to play an active part in identifying their own learning needs, selecting appropriate learning methods and in assessing the outcomes and effectiveness of their learning. These will be done in consultation with their Heads of Sections or Departments Heads and under the overall supervision of the Head of the Human Resource and Administration Division.

#### 1.1 Mission

To promote sustainable development in the member States through generation, application and dissemination of geo-information and allied ICT technologies, products and services.

#### 1.2 Vision

To be a premier Centre of excellence in the provision of geo-information for sustainable development in the member States and beyond.

#### 1.3 Values

Quality service, innovativeness and ethics; Partnerships for collaborative advantage and synergies; Effective

knowledge and information management; Regionality and environment conscience in delivery of services; Integrity, transparency and accountability. Training inculcates desired values in staff apart from attitude, skills and knowledge.

## 2.0 RATIONALE FOR HUMAN RESOURCE DEVELOPMENT POLICY

RCMRD believes that staff development and learning should be an integral part of the organization's strategic planning to enable staff perform their individual jobs effectively and, in doing so, ensure that the organization achieves its objectives. The central aim is therefore to provide an environment where continuous development can take place and where staff are supported and enabled to meet the changing demands and priorities of RCMRD and service users. To achieve this aim, learning and development needs will be regularly reviewed by the HR & Administration Division and the various Heads of Departments. This policy document is envisioned to support fulfilment of RCMRD Mission and the ISO QMS skills development requirement. It should be noted that this policy is the overarching statute followed by the Staff Rules and Regulations and ISO Quality Management System Human Resource and Training Procedures in that order.

## 3.0 MAIN COMPONENTS

### a) Role of Human Resource Management in training and development

The role of the human resource department in any organization is to advise Management how to strategically manage people as business assets and not as costs to the organization. There must be collaboration at all levels of the Centre; Heads of Departments and HR and Administration Division to develop these skills. The Division is required to build capacity of its own employees to develop competitive advantage so that it can offer unique services to its customers.

They help to establish the organizational culture and climate in which people have the competency, concern and commitment to serve its customers well.

### b) The role of line managers in training and development

A line manager is actively involved with his team member's development by providing support, offering encouragement and delivering positive and constructive feedback on a daily basis. They directly influence employee satisfaction and engagement and as a result, organizational productivity and even customer satisfaction.

Line managers are key in talent development as they are able to identify, develop and promote talented professionals in their teams. They are in the best position to notice performance gaps in staff where they fail to meet set minimum targets and thus recommend for capacity in the required area.

### c) The role of Management with regards to training and development

Management is tasked with the responsibility of guiding the organization towards achievement of its objectives and mission. They ensure that all activities at the Centre are designed effectively to support each staff member who will contribute to the attainment of organizational goals.

## 3.1 Training Needs Assessment

Training needs assessment is seen as the first step to determine that a training need actually exists. The decision to conduct training must be based on available data which is collected from staff through the use of a needs assessment. The training needs assessment is a performance audit that is generated and provides information to assess the inadequacy of knowledge, skills and attitudes of staff which inhibits RCMRD from attaining its objectives. The needs assessment looks at employee and organizational knowledge, skills and abilities in order to identify any gaps or areas of need. It must be noted however, that not all performance discrepancies should be interpreted as a need for training. A formal Centre wide Training Needs Assessment by a Consultant shall be conducted every Two (2) years whereas the Centre through HR and Administration Division will carry out annual training needs assessment by collecting data from Performance Appraisal Reports as well as from Supervisors and staff.

The Human Resource & Administration Division will be required to prepare a training calendar every year training for approval by the Governing Council before implementation. This training calendar shall involve input from heads of departments, information from performance appraisal, project related training and any new innovation in the field of geo-information that would benefit staff members. Selection of trainees for all training programmes will be based on the identified needs and availability of funding and will emphasize on training for performance improvement that addresses individual and organizational goals.

## 3.2 Training Programmes

Training programmes will be made up of short and long term professional courses, workshops, conferences, seminars

and programs that address gaps in soft skills in order to enhance staff performance. The training programmes should take into account professionally qualified and experienced trainers; training programs that are cost effective and an evaluation and feedback system that will assess the impact of training on performance.

### 3.3 Training Calendar

A training calendar shall be developed to address prioritized training as per directorates or divisions; as per the need of an individual staff member or organizational need; and the relevance the training shall have to RCMRD.

Staff will also be encouraged to join relevant professional bodies.

The Governing Council shall take into account the following when considering staff development and training:

- Providing performance-focused training and staff development courses to staff members as part of its performance evaluation process. Such courses would typically be of a short-term nature and may be conducted either at the Centre or elsewhere depending on the cost-benefit considerations.
- Encouraging the self-development of staff members. The management shall give due consideration to the following factors: time off; study leave without pay; use of e-mail facilities and salary advances to pay course fees.
- Considering release of staff members following distance-learning courses for up to one month to complete a course of study of relevance to the Centre. Flexible working hours should also be considered for staff registered in recognized programs of study.

### 3.4 Budget for Training Plan

The budget for the training programs that will be contained in the Annual Training Calendar or Training Plan will be included in the Human Resource and Administration Division's work plan which will be then be aligned with the Centre's annual budget developed by the Finance Division. The size of the Annual Training Budget will be between 2% to 5% of the Annual Centre Budget.

## 4.0 TRAINING ARRANGEMENTS/TYPES

There are various approaches to conducting training and staff development aside from the formal classroom training. It is important to recognize that no one method is superior to any other, but that different methods are suitable as per the circumstances. Heads of Units will evaluate which methods are relevant as per the situation. Some of these are as outlined below. It should be noted that long term training will be confined to regular staff in Professional and General Service cadres, whereas short term contract and temporary staff will be eligible for skills development through the types of training indicated here apart from long term training sponsored by the Centre or its partners.

#### a) Induction

Induction and orientation training is expected to help a new employee familiarize with the work environment and requirements. This should be conducted within a month after an individual has joined the Centre. The Induction programme will be guided by a standard Induction Package prepared by the Human Resource and Administration Division in consultation with other relevant Directorates and Sections, including the Directorate the new member of staff belongs to.

#### b) On-the-job-training

This is learning that takes place at work and may include staff meetings, discussions/brainstorming sessions, reflection, observation, team working, undertaking a project, taking on new responsibility among others. Supervisors should ensure to utilize this method as much as possible as it is specific to the job, relevant, transfers tacit knowledge and effective.

#### c) Observation

This is a method of on the job training in which the staff member observes an incumbent performing a job in order to obtain first-hand knowledge of the job being performed. It is effective because it allows the employee see and at times experience the work environment, tools and equipment being used, inter relationships with other staff members and the complexity of the job.

#### d) Mentoring

The supervisor will guide and support junior staff or less experienced employees. They can also assign a more experienced member of staff to oversee work done by junior staff members. Although mentoring and coaching are sometimes used interchangeably, there is a difference in the relationship between the participants in the process. Mentoring prepares individuals to perform better in the future and grooms them for career advancement.

#### e) Coaching

It can be defined as personal assistance that is offered to an employee on a one to one basis and it tends to

focus on resourcefulness, interpersonal skills and emotional intelligence at one's present job. Coaching can be used across departments and not only between staff in the same department. It is usually preferred because it is an effective learning tool that impacts on the bottom line, it improves individual performance and productivity. RCMRD should ensure that the people who undertake coaching are well trained in their area of work so as to transfer correct knowledge.

**f) Study visits**

Organizations in the same industry can share knowledge by having 'employee exchanges'. It is a situation where working professionals are able to visit other organizations in different countries normally for a limited period of time to be trained. The new knowledge acquired is then translated into ideas that can be used at RCMRD.

**g) Reading books**

A reading culture should be encouraged in as it will increase employee knowledge and build ideas or suggestions from the content of the books. Other than increasing knowledge and skills, it is a cost-efficient method of work improvement. Book reading presents an opportunity for staff to share knowledge with colleagues and exchange ideas. This method of staff development works best by getting employees input on the type of materials they would want to read. Getting leadership involved in reading and participating in discussions thereafter shows commitment of Management to the rest of the staff.

**h) Secondment**

Is the temporary transfer of a staff member from their normal duty to another assignment. Secondments can be internal where one is moved from one department to another or external where an employee is moved to a different organization. They are useful for career development by helping staff acquire certain skills which they can then utilize once they return to their normal position.

**i) Industrial Attachment**

It is an important component of education and training. It provides continuing students from learning institutions opportunities to acquire practical aspects of their training in a work place environment. More on attachment and internship is addressed in the Internship/Attachment Policy document.

**j) Short courses**

These could either be facilitated by the Centre or by donors and partners. The training could also be addressing a need in a project thereby becoming project specific. Ideally short courses should not be longer than a month.

**k) Long term training**

This type of training is relevant to the staff member's duties. Would require a member of staff to be away from work as it would be full time training. This type of training can either be Centre or donor sponsored. However, the grant of leave with pay shall be subject to the following conditions:

- The Centre has adequate financial provisions for training and skills upgrading;
- The duration of the training does not exceed six (6) months, and
- periodic reports shall be submitted to the Director-General during the duration of the course;
- The staff member can be released by his/her department for the training;
- Member of staff shall not resign his/her appointment while on or immediately (on return from the training) after the study leave with pay; and
- They shall not change the training course or the institution offering it without the consent of the Centre.

Staff can also be granted leave without pay to undergo a course of study in an institution of higher learning for a period not extending twelve (12) months as long as they adhere to the above conditions.

**l) Long term training but self-sponsored by an employee.**

This type of arrangement will not require a member of staff to be away from work except for moments of examination. Therefore administrative arrangements can be made at the section level to have the staff proceed on leave to sit for exams and leave earlier than the official time to attend classes.

**m) E-learning**

Is learning that is delivered, enabled or mediated by electronic technology for the explicit purpose of training in any organization. It is preferred as the learner can access information at any time, location and the training is consistent and methodical. It becomes useful especially when a staff member is undertaking a course being offered by an overseas institution.

*Criteria for deciding which type of training to adopt at a given time for a particular target group or individual will be developed for each type of Training for effective implementation.*

## 5.0 TRAINING BUDGET

While developing the training calendar, the Human Resource and Administration Division shall determine the budget to be utilized that year. Fully sponsored courses by Donors and Development Partners shall also be included in the training calendar but with no funding element.

Any training that is to be conducted shall be prioritized based on the needs of the individual and the organization and available funding for the program. When implementing a training program that is funded by the Centre especially one that is away from a staff member's work station, adequate support should be factored in. This support shall be in terms of a monthly stipend to allow the individual cater for subsistence; book allowance; provision of a computer/laptop which should be returned to the Centre at the end of the training; excess baggage and warm clothing allowance depending on the location of the training. The Centre shall meet the cost of passport, visa, vaccination and expenses for the foreign training if it is funding the training.

## 6.0 TRAINING VENUE

The training venue shall be selected based on availability of funding and the number of participants involved. It is important to have a venue that will enhance learning of the participants by providing an adequate learning environment that is clean, noise free, well ventilated and allows for interaction between the participants. The following are some examples of training venues to be utilized.

- a) **In house training** – this training will be held at RCMRD premises mainly due to the large number of training participants. The Centre has a well-equipped conference room that comfortably supports a number of training programs.
- b) **Internal venues within the country** – at times it may be necessary to hold training at other venues outside the Centre mainly due to the work interruptions that happen on site. This way, staff members are able to fully concentrate on the content being delivered without work interruptions. However, this option should be explored only if funds are adequate or if the training is fully sponsored by donors.
- c) **External venues** – there are certain training programs specific to thematic areas that are held for individuals in that field from various corners of the globe. In such a scenario, these individuals would select a country and training venue suitable to their needs.
- d) **Online training** – also referred to as e-learning is where the staff member receives leaning content via the internet. It is suitable as an individual can be able to access the information at their convenience and there are no costs involved other than internet costs and time.

*It should be noted that criteria will be established to determine which type of training and venue will be preferred.*

## 7. FOLLOW UP BY THE HR & ADMINISTRATION DIVISION

Training shall be done by ensuring that all participants registered for a particular course adhere to it. Changing of courses that were initially approved shall not be allowed without proper reason and permission from the Director General. Confirmation on attendance of courses shall be done through reconciliation of attendance lists. Individuals who do not participate in a training program funded by the Centre shall be required to refund the whole amount incurred.

## 8. WORKSHOPS, CONFERENCES AND RETREATS

Staff members may attend workshops, conferences and retreats during the year. No member of staff should be involved in more than one activity at a given time.

## 9. BONDING ARRANGEMENTS

RCMRD shall bond staff members who proceed on approved training courses whether locally or abroad to enable the Centre benefit adequately from the investment in training. The staff member identified for training shall be required to fill out bonding forms. The bonding period will be determined by the duration of the course as follows:

Training Period	Bond Period
Six (6) months	One (1) year
One (1) year	Two (2) years
Two (2) years	Four (4) years

*Note: As a general rule the period of bonding will constitute double the period of training.*

The bond amount shall be the total amount invested in the staff member to undertake the training and shall include course fees and any other amounts provided if the course was a foreign one. These include but not limited to; stipend, book allowance, air tickets and warm clothing allowance.

In the case where a staff member breaks the bond and resigns from the Centre before the stipulated bond period, he shall pay back to the Centre all the training costs incurred on the individual to implement the training. Or in default of paying back training costs, if the staff member is entitled to terminal benefits they will be forfeited.

If the program is funded by a donor, overall the Centre rules on bonding will apply. However, should there be a difference with donor rules on implementation of training, these shall be adhered to. The Centre shall also meet the cost of medical cover for the period of training if this is not provided for under the donor funded program.

## **10. ANNUAL LEAVE**

A member of staff who has been on training shall not accumulate any leave days during the training period. He shall only be eligible for leave from the time he resumed duty and any leave days carried forward prior to proceeding for the training.

## **11. TRAINING EVALUATION**

Evaluation is concerned with the immediate training or educational event: measuring the inputs to the event, the process and the immediate outcomes. For training to be effective, there should be the opportunity to transfer and apply new knowledge and skills and a period of learning and adjustment of staff to the newly acquired attitudes and behaviours.

It would be important to know whether or not a training program has changed the behavior of staff and whether this can be directly attributed to it. Evaluation is therefore necessary to ensure that any training programs are accountable and are meeting the needs of the employees in a cost-effective manner.

The HR and Administration Division will be required to prepare a training report for group training programs funded by the Centre, whereas the individual staff trained under individual training programmes will submit their own training report within the specified time period as per RCMRD Staff Rules and Regulations Chapter 11 Article 57 (4) and (5). In addition to the report, an evaluation on the benefits and impact of the training shall be undertaken after 6 months from the date of the training program. The evaluation form is attached in the annex of this policy.

## **12. REVISION OF THE POLICY**

The policy shall be reviewed based on need such as due to changing organization circumstances, outdated practices and revision of related statutes.



Prepared by:.....

Reviewed by:.....

Approved by:.....

RCMRD Training Plan

No.	Priority Level	Name of Staff Member	Area of Training	Organisation Need to Address	Training Institution/ Country	Time line	Number of Staff to be Trained	Cost of Training			Total
								Fees (US\$)	Travel	Accommodation	
Technical Services Directorate											
Common Services Directorate											
Finance Division											
Human Resource and Administration Division											
Director General's Office											
Internal Audit											
Total Cost											

**ANNEX 2: Training Needs Assessment Form**

Staff Name			Department				
Position			Duties & Responsibilities				
Training/ skills De- velopment Required	Method to be used (e.g on-the-job- training, e-learning etc)	Relevance (Tick one)  To the individual [ ] To the Centre [ ]	Funding	Organizer	Training Provider	Comments	

**ANNEX 3: Training Evaluation Form**

**Training Evaluation Form for RCMRD participants**

Date:	
Title and location of training:	
Trainer:	

**Instructions: Please indicate your level of agree with the statements listed below in # 1-11**

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
The objectives of the training were clearly defined					
Participation and interaction were encouraged					
The topics covered were relevant to me					
The content was organized and easy to follow					
The materials distributed were helpful					
This training will be useful in my work					
The trainer was knowledgeable about the training topics					
The trainer was well prepared					
The training objectives were met					
The time allotted for the training was sufficient					
The training venue and facilities were conducive					

12. What did you like most about this training?

13. What aspects of the training could be improved?

14. How do you hope to change your practice as a result of this training?

Thank you for your feedback!





## INTERNSHIP POLICY (REF RCMRD IP/01)

*Approved by Governing Council  
© November, 2018*

## DEFINITION OF TERMS

**Attachment or Industrial Training:** Industrial Attachment is training that students undergo in an organization in order to learn the practical applications of their theoretical study in their respective fields. It is mainly to allow the student an opportunity to experience real job scenarios and also for them to have practical knowledge and application of what they've learnt in their coursework. It is also part of the syllabus in most universities. It is normally undertaken during the long university vacation and can vary from weeks up to a maximum of 3 months' period. It should be noted that the terms Attachee and Intern are used interchangeably. For the purposes of this policy however, they are used in RCMRD as defined in these definitions.

**Internship:** Internships offer graduates a period of practical experience in the industry relating to their field of study. This experience is valuable to graduates as a means of allowing them to experience how their studies are applied in the "real world", and as work experience that can be highly attractive to potential employers. It helps graduates to gain relevant skills and experience in their area of specialisation. An internship is usually for a fixed length of time between 3 to 12 months. An intern will be subjected to training atmospheres and he/she will be thrust more into a job or project related scenarios.

Attachee/Intern- an individual undertaking RCMRD's Internship/Attachment program.

**Certificate:** An official document from an institution of learning that proves that one has completed a course or training.

**Line manager:** The term line manager is often used interchangeably with "direct manager." A line manager is an employee who directly manages other employees of the organization and is accountable for the administrative management work, that is, the management of the employees, and its functional management, meaning coordination of the activities of the section, which directly contributes to the output of the Department/organization.

**Supervisor:** this is the first line management of staff who monitors and regulates employees in their performance of assigned tasks. The supervisor reports to their line manager.

*Note: It should be noted that the two terms Attachment and Internship are sometimes used interchangeably.*

In the case of RCMRD, the term Internship is used to distinguish a programme for graduates as opposed to Attachment which refers to the practical programme for under-graduates who are still in university or an institution of higher learning.

### 1.0 OVERVIEW

The Regional Centre for Mapping of Resources for Development (RCMRD) was established in Nairobi – Kenya in 1975 under the auspices of the United Nations Economic Commission for Africa (UNECA) and the then Organization of African Unity (OAU), today African Union (AU). RCMRD is an inter-governmental organization and currently has 20 Contracting member States in the Eastern and Southern Africa Regions namely, Botswana, Burundi, Comoros, Ethiopia, Kenya, Lesotho, Malawi, Mauritius, Namibia, Rwanda, Seychelles, Somali, South Africa, South Sudan, Sudan, Swaziland, Tanzania, Uganda, Zambia and Zimbabwe.

The mandate of the Centre is to provide services to member States in the fields of surveying, mapping, remote sensing, Geographical Information Systems, Global Positioning System and in natural resources and environmental management. The Centre plays a significant role in promoting the development of geo-information and allied information communication technologies; provision of data and information; and building the capacity of member States in the application of geo-information in national development.

RCMRD as a leader in the field of geo-information in Africa has a corporate responsibility to its member States to develop the skills of fresh graduates in order to cultivate the next generation of geo-information scientists. The individuals will be able to piece together the theoretical aspects of their training in university and cutting-edge developments in geo-information through their time at RCMRD.

#### 1.1 Mission

To promote sustainable development in the member States through generation, application and dissemination of geo-information and allied ICT technologies, products and services.

#### 1.2 Vision

To be a premier Centre of excellence in the provision of geo-information for sustainable development in the member States and beyond.

### 1.3 Values

Quality service, innovativeness and ethics; Partnerships for collaborative advantage and synergies; Effective knowledge and information management; Regionality and environment conscience in delivery of services; Integrity, transparency and accountability.

### 1.4 Policy Statement

RCMRD ensures its commitment to providing interns with a quality experience that involves meaningful activities and the opportunity to learn and gain practical work experience in their chosen field of study and work. There shall be a well-structured program that encourages Attachees and Interns to participate and learn in Centre activities. They shall also be assigned a supervisor who shall monitor progress of the individuals in order to ensure effective contribution to their learning.

Attachees and Interns shall not be considered as substitute for staff. They shall not be sought or accepted as substitutes for staff to be recruited against posts authorized for implementation of Centre programs and activities.

### 1.5 Rationale for Internship Policy

RCMRD hasn't had a formal internship policy but has been admitting individuals for attachment and internship based on various criteria such as recommendations from the institution, offering priority to member States applications and on a first come first served basis on unsolicited applications. Although the process has had some semblance of order, having a policy in place will set out the procedures involved in application, managing the process and onboarding the students/graduates, how they undertake the program and how they exit the Centre. The development of this policy aims to address the gap between academic knowledge and the working environment and shall outline the structure for engagement and management of attachment/internship programs at the Centre.

## 2.0 OBJECTIVES OF THE POLICY

- Providing continuing students and recent graduates with an opportunity to gain work experience and prepare themselves for the labour market;
- Promoting a better understanding of geo-information and allied ICT services, its challenges and solutions, advancements and future of geo-information in development;
- Attracting and developing future talent pool;
- Promoting the work RCMRD is involved in to the youth.

## 3.0 MAIN COMPONENTS

### a) Role of Human Resource Management in Internship

The role of the Human Resource and Administration Division shall be to manage the process of onboarding, once respective sections are ready to host Attachees/Interns, orientation and exit of Attachees and Interns. It shall also be the role of the Division to ensure that there is an up to date database containing applications received and a record of all Attachees/Interns engaged by RCMRD at any given time with all relevant details including the period of the Attachment/Internship.

The Division shall ensure that the Attachees and Interns have a conducive work environment and that they follow Rules and Regulations that govern the conduct of all staff as well as their Code of Conduct, at the Centre.

### b) The Role of Head of Directorate

Once applications are received officially through the Director General's office and sorted out by the Human Resource and Administration Division, they are referred to the respective Head of Directorate to assess the suitability of the applicant and verify with line manager (Section Head) of the availability of an Attachment/Internship vacancy or other supporting conditions such space, timing of Attachment and availability of supervisors. Once this is verified HR and Administration Division will recommend engagement of the individual to DG for approval.

### c) The Role of Line Managers in Internship

A line manager is an employee who directly manages other employees and operations while reporting to a higher-ranking manager. Related job titles are supervisor, section leader, foreperson and team leader. A line manager identifies areas in which interns in their respective sections/units can learn and gain practical experience. They will ensure that the interns are provided with and acquire practical experience necessary for their professional development.

### d) The role of Supervisors

In the context of Attachment/Internship, a Supervisor is the staff member assigned to support and guide the

Attachee/Intern. The supervisors shall see to it that there is acquisition of practical knowledge and cutting-edge technology by the Attachees and Interns by providing appropriate guidance and support, including an implementation plan for intern's activities.

#### 4.0 PROCEDURE ON HOW TO RECRUIT ATTACHEES/INTERNS

The attachment/internship program shall run for three months for every intake. Below shall be the basis on how applications are made.

##### 4.1 Students applying for attachment

All applications should come from the Universities whether locally or from member States. Universities should send in the applications with two nominated students undertaking geo-information or other relevant courses like Accounting, Procurement, HR and Administration. The selection of individuals shall be undertaken using internal criteria. Communication shall be made to the successful individuals thereafter. Any application for attachment shall only be considered if they are channelled through their respective institutions.

##### 4.2 Individuals Applying for Internship

Applications for internship programs shall be processed after every three months and based on the following: -

- Applications should be from individuals who are citizens of the member States who have completed their training.
- Be a graduate of a tertiary institution.
- Applicants from member States should ensure to have their visa where applicable. The Centre shall provide assistance in application of entry visas where necessary as well as documentary evidence necessary for acquiring appropriate student permit.
- Applicants from member States will make their own arrangements in terms of lodging and upkeep expenses.

Attachment and internship opportunities shall be posted on the Centre's website. Applications will only be considered for advertised attachment/internship opportunities. To advertise whenever there is a vacancy.

However, in the case of Universities that seek to officially place their students on Attachment with RCMRD or have a Memorandum of Understanding with RCMRD on cooperation, they will approach RCMRD with applications for their students to be considered for Attachment. This will also apply to other institutions and applicants from member States, for which Government Ministries will submit official recommendations for such applicants. In which case they will need to present supporting documents from their authorities.

Prospective individuals submitting applications must state clearly in which area they are applying for, the skills to gain and what to expect to gain or develop during their period at RCMRD.

Only shortlisted candidates will be contacted.

##### 4.3 Selection of Applicants

Selection of Attachees and Interns shall be undertaken by the Human Resource and Administration Division with the input of the line manager/section head of the respective unit so as to verify their suitability for the proposed Internship. This will include academic qualifications or academic documents, per CV and achievements in university. For under graduates a recommendation from the University.

#### 5.0 ATTACHMENT/INTERNSHIP CONDITIONS

- Each section/unit shall accommodate the number of Attachees/Interns at any given time as per the advice of the Head of Department/Section dependent on the situation. This will enable efficient and effective management of the program.
- Attachees/Interns should develop an Implementation Plan that will indicate what they want to achieve and how this will be allocated in the time period of the Attachment/Internship.
- Attachment/Internship shall be for a maximum of three (3) months. Only in special cases and if justified by the supervisor or requested by the Attachee's university, shall the program be extended for a maximum of two (2) months. There shall be no further extension thereafter and the individual will be required to wind down their program.
- The program will begin once an offer is provided to the individual by the Human Resource and Administration Division.
- Attachees/Interns will arrange for their own work-related Insurance before being engaged.
- Interns will not be considered for a temporary or short contract during their internship period. If a need arises in the section for a short contract staff, normal recruitment shall be undertaken.

- An Attachee/Intern is not considered as a member of staff and therefore any privileges accorded to staff shall not apply to them.
- No papers, reports or journals may be published on the basis of information obtained by an Attachee/Intern during their program at RCMRD without prior written consent of the Centre.
- Interns/Attachees will be considered for a monthly stipend of USD 100 per month. However, due diligence should be undertaken with the training institution to rule out double payment of allowances. For international interns, it should be communicated in advance that the Centre shall not fund their travel to take up the program but shall only provide the monthly stipend. In the case where the budget for the stipend is exhausted, Attachees/Interns will be offered Attachment/Internship on condition that they will not expect to be paid the stipend.
- Interns/Attachees will demonstrate their obligation to participate in the learning experience by planning their work program with their supervisor.
- There are instances where Centre training programs take place that would be of benefit to an Intern's development. It is a requirement that consultations should take place between the supervisor and training coordinator of the training program to determine the relevance and whether the intern could attend the program. If this request is approved, the individual shall be provided with a certificate of attendance/achievement just as with other participants and will not be required to pay any training fee.
- At the end of the program, the individual will be required to submit an end of program report to their supervisor with a copy to the HR & Administration Division describing the activities done, what was learnt, challenges encountered and possible solutions or areas of improvement. Their supervisors will be required to complete an end of program evaluation form which will be included in the final report.
- The individual must then hand over any items in his/her custody belonging to the Centre and his/her ID badge and exit from the Centre.

## 6.0 RCMRD OBLIGATION

- Provide the individuals on the program with conducive learning environment and work space.
- Provide the individuals on the program with the necessary work tools.
- Provide a monthly stipend to the individuals.
- The unit/section where the individual is attached shall provide periodic progress review on the individual's performance and learning which shall feed in the final evaluation report and forward to HR & Administration Division.
- Allow interns to attend RCMRD relevant skills development training.

## 7.0 REVISION OF THE POLICY

The policy shall be reviewed based on need such as due to changing organization circumstances, outdated practices and revision of related statutes.

## ANNEX 1: CODE OF CONDUCT FOR ATTACHEES AND INTERNS AT RCMRD

1. All individuals are required to adhere to normal working hours applicable to the Centre, that is, Monday to Friday from 8.00 am to 5.00 pm. Individuals may be required to work for more than these hours subject to the needs of the section. There shall be two rest days per week, i.e. Saturday and Sunday and any public holidays.
2. Attachees/interns must provide proof of Personal Accident insurance as the Centre shall not be held liable for any accidents that may afflict the individual during his/her program.
3. Attachee/interns should always conduct themselves in a manner that will not damage the image and reputation of the Centre. RCMRD has the right to terminate an attachment/internship program without notice if the required standards as set out in the Code of Conduct are not met.
4. Any information including unpublished information should be kept confidential.
5. Attachees/Interns should be presentable in a manner befitting an inter-governmental organisation.
6. All attachees/interns are under obligation to act in conformity with the Centre's Staff Rules and Regulations and not indulge in any misconduct whose examples are outlined below:
  - wilful refusal to carry out lawful instructions;
  - theft, fraud, falsification of records, dishonesty;
  - non-observance of safety precautions or rules;
  - false declaration (of age, qualifications,) at the time of engagement with the Centre;
  - absence from duty without valid reasons;
  - negligence or deliberate slowing down of work;
  - forcible entry into the Centre's property in defiance of prevailing rules;
  - acceptance or offer of bribes or gratification, and engagement in corrupt practices;
  - physical assault and general acts of intimidation directed at any employee within the Centre's premises or in any place where the work of the Centre is being carried out;
  - gambling, drunkenness, rioting, disorderly and/or indecent behavior within the Centre's premises;
  - subversive acts or any act prejudicial to discipline and smooth administration of the Centre;
  - smoking in restricted areas or in areas where naked flame is likely to endanger personal security or the security of records, equipment, and inventory;
  - engagement in private business within the premises of the Centre or in direct violation of the existent rules and regulations;
  - organization of, or participation in, an unlawful assembly, or holding meetings within the Centre's premises without due authorization;
  - conviction by a court of law for committing a serious criminal offence or any offence bordering on moral turpitude and deserving of a prison sentence or other stiff penalties (minor traffic offences do not fall under this heading);
  - sexual harassment, including sexual exploitation and sexual abuse;
  - sabotage or wilful damage to, or loss of the Centre's goods or property, or interference with any safety devices installed in or about the Centre's premises;
  - willful failure to inform the Director-General of any communicable and contagious disease contracted by a staff member or other employee or any person residing with him;
  - carrying on money lending or any other private business prejudicial to the Centre's interest;
  - spreading false information with a view to bringing about the disruption of the Centre's normal activities;
  - habitual indebtedness or insolvency;
  - unauthorized use of the Centre's premises or land;
  - habitual breach of any laws or rules applicable to the Centre;
  - frequent repetition of any act or omission for which a fine or other minor punishment may be imposed;
  - collection or canvassing for the collection of any money within the Centre's premises without the written permission of the Director General or distributing or exhibiting in or about the Centre's premises any newspaper, pamphlets, handbills, posters or like without the written permission of the Director General.
  - Any other acts that may cause a breakdown of law and order or bring the name of the Centre to disrepute.

*Any behaviour contrary to the above shall lead to termination of engagement with RCMRD. The Attachee/Intern should sign for acceptance of the Internship conditions.*

## ANNEX 2: ATTACHMENT/INTERNSHIP ASSESSMENT FORM

The below assessment form is to be completed by the supervisor and handed to the HR & Administration Division. For undergraduate Attachees, the report will be shared with their training institutions.

### Attachee/Intern Assessment Form (Supervisor Assessment)

Attachee/Intern's Name:			
Supervisor:		Date:	
Attachee's/Intern's Position or Assignment:			

### PART I:

Please complete this evaluation at the end of the student's work period. You are encouraged to discuss the completed form with the individual to aid in their professional development. The evaluation is a mechanism that the HR & Administration Division has employed to inform its continuous improvement program, therefore it is not confidential. Please use the scale below to evaluate your attachee/intern's performance in the following areas:

1	2	3	4	5	6
Needs more training or education	Performing below expectations	Acceptable performance	Above average performance	Superior performance	Not observed

#### 1 General Workplace Performance

Attendance	1	2	3	4	5	6
Punctuality	1	2	3	4	5	6
Appropriate dress	1	2	3	4	5	6
Attitude	1	2	3	4	5	6
Acceptance of criticism	1	2	3	4	5	6
Asks appropriate questions	1	2	3	4	5	6
Self-motivated	1	2	3	4	5	6
Practices ethical behaviour	1	2	3	4	5	6

#### 2 Specific Job Assignment Performance

Sufficient knowledge to perform tasks	1	2	3	4	5	6
Verbal communication skills	1	2	3	4	5	6
Written communication skills	1	2	3	4	5	6
Analytical skills – analyses problems and takes appropriate action	1	2	3	4	5	6
Uses technical skills required for the position	1	2	3	4	5	6
Meets deadlines	1	2	3	4	5	6
Takes initiative to get a job done, including overcoming obstacles	1	2	3	4	5	6
Sets priorities	1	2	3	4	5	6

### How would you assess the intern's overall performance?

Outstanding       Above average       Satisfactory       Below average       Unsatisfactory

## INTERN ASSESSMENT FORM (SUPERVISOR ASSESSMENT)

### PART II

This section gives you the opportunity, as an experienced professional, to make recommendations that would help in the professional development of the student as well as give the Division some insight into the areas that may need more attention.

1. What do you consider the major strengths of this individual?

2. What areas need improvement?

3. What would you recommend to make this individual better prepared for the workplace? (e.g. courses, activities, skills acquisition, programs)?

4. Other comments, commendations, or recommendations:

Thank you for your time in completing this evaluation!



SEXUAL HARASSMENT POLICY  
(REF RCMRD SHP/o1)

*Approved by Governing Council © November, 2019*

## 1.0 INTRODUCTION

This sexual harassment policy is intended for use by RCMRD based on local and international good practices and includes all the components which make a sexual harassment policy comprehensive. This sexual harassment policy aims to protect staff (both men and women) from unwanted sexual advances and give them guidelines to report incidents.

## 2.0 THE POLICY STATEMENT

RCMRD is committed to providing a safe environment for all its employees free from discrimination on any ground and from any form of harassment at work including sexual harassment. The Centre will operate a zero tolerance policy for any form of sexual harassment in the workplace, treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually assaulted or harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimised for making such a complaint.

RCMRD recognises that sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between Director, Section Head or supervisor and employee. In as much as sexual harassment tends to be a power manifestation action, there are instances where a supervisee can harass their supervisor. Anyone, including employees of the Centre, clients, customers, casual workers, contractors or visitors who sexually harasses another will be reprimanded in accordance with this internal policy. Although it can be difficult to deal with sexual harassment when it is perpetrated by third parties, the Centre is nonetheless responsible for the well-being of its staff if the harassment occurs during working hours.

All sexual harassment is prohibited whether it takes place within RCMRD premises or outside, including at social events, mission and field trips, training sessions or conferences sponsored by the Centre.

### 2.1 Definition of Sexual Harassment

Sexual harassment is an unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient. Sexual harassment can involve one or more incidents and actions constituting harassment and may be physical, verbal and non-verbal. They include but are not limited to:

- a) Physical conduct, that is, unwelcome physical contact including patting, pinching, stroking, kissing, hugging, fondling, or inappropriate touching;
- b) Physical violence, including sexual assault;
- c) Physical contact, e.g. invading another's personal space
- d) The use of job-related threats or rewards to solicit sexual favours;
- e) Verbal conduct such as comments on a worker's appearance, age, private sexual life, etc;
- f) Sexual comments such as obscene stories, gestures and jokes;
- g) Sexual advances. These involve repeated and unwanted social invitations for dates or physical intimacy, stalking or intimidation. Also, flirting with someone at an inappropriate time (e.g. in a meeting) is considered sexual harassment, even when these advances would have been welcome in a different setting. This is because such actions can harm a person's professional reputation and expose them to further harassment ;
- h) Insults based on the sex of a staff member, whistling, leering;
- i) Condescending or paternalistic remarks;
- j) Sending sexually explicit messages by phone or by email;
- k) Non-verbal conduct such as display of sexually explicit or suggestive material and sexually-suggestive gestures; and
- l) Retaliation for sexual harassment complaints.

Anyone can be a victim of sexual harassment, regardless of their sex and the sex of the harasser. RCMRD recognises that sexual harassment may also occur between people of the same sex. What matters is that the sexual conduct is unwanted and unwelcome by the person against whom the conduct is directed.

## 3.0 RESPONSIBILITY

The Human Resource and Administration Division and supervisors should try to prevent sexual harassment by building a culture of respect and trust. But, when sexual harassment occurs and an employee makes a complaint, both Human Resource and Administration Division and the line managers must act immediately.

Supervisors should talk to HR and explain the procedures to follow to their team member who made the complaint. It is the responsibility of every Head of Department and supervisor to ensure that all his/her staff are aware of the policy

It is the responsibility of the HR and Administration Division to:

1. Ensure that both the individual filing the complaint (victim) and the accused individual (respondent) are aware of the seriousness of a sexual harassment complaint.
2. Explain RCMRD's sexual harassment policy and investigation procedures to all parties involved.
3. Explore informal means of resolving sexual harassment complaints.
4. Arrange for an investigation of the alleged harassment and the preparation of a written report.
5. Submit a written report summarizing the results of the investigation and making recommendations to Management.
6. Notify the victim and the accused of the corrective actions to be taken, if any, and administering those actions.
7. Notify the police if sexual assault is proven.

#### 4.0 SEXUAL HARASSMENT COMPLAINTS PROCEDURE

Although complaints of sexual harassment can be dealt with through the normal Centre complaints procedure, best practices show that organizations are increasingly adopting specific complaints procedures to deal with sexual harassment to respond better to the needs of victims and to ensure that investigations are carried out properly. Individuals who deal with sexual harassment complaints should be trained specifically on this issue and on the nature of sexual harassment.

If an employee feels that he or she is being subjected to sexual harassment he or she may immediately inform the harasser that the conduct is unwelcome and needs to stop. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the alleged harasser directly, he or she should report the incident to his or her own supervisor or to the Human Resource and Administration Division.

Management must be made aware of the situation so that it can conduct an immediate and impartial investigation and take appropriate action to remedy or prevent the prohibited conduct from continuing.

The following should be followed when a staff member makes a sexual harassment complaint.

- The victim should approach either their supervisor or the HR and Administration Division and inform them of the incident. In the event that the harasser is the staff member's supervisor, then the victim ought to report the incident directly to the HR and Administration Division.
- Once the complaint is received within the Division, it shall immediately be recorded stating the dates, times and facts of the incident (s);
- Establish the views of the victim as to the intended outcome they expect, that is, for the harassment to stop or to settle the matter within RCMRD procedures; formally or informally. The method to use, either formal or informal does not preclude the staff member from pressing charges with the authorities if they are not comfortable with the decision taken internally. A confidential record should be kept of all discussions.
- Conduct an investigation into the allegations. The Director General will institute a panel of inquiry to look into the allegations; and
- Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.

Throughout the complaints procedure, a victim is entitled to be helped by a counsellor within RCMRD. The counsellor may either be within RCMRD or a subcontracted individual/firm to assist in such sensitive matters.

The handling of a sexual harassment complaint should be handled as quickly as possible with confidentiality being at the top of the list.

#### 5.0 DISCIPLINARY ACTION

Employees who violate this policy are subject to appropriate disciplinary actions such as a written warning, adverse performance evaluation, frozen salary increments, demotion and dismissal. If an investigation results in a finding that this policy has been violated, the mandatory minimum discipline is a written reprimand. The discipline for very serious or repeat violations is termination of employment. The nature of the sanctions will depend on the gravity and extent of the harassment.

Employees who are found guilty of sexual assault will be terminated after the first complaint and investigation

whose findings show that they are guilty of the offense. In addition, employees who falsely accuse others of sexual harassment shall be subjected to appropriate disciplinary action.

Persons who violate this policy may also be subject to civil damages or criminal penalties.

Managers and supervisors who knowingly allow or tolerate sexual harassment or retaliation, including the failure to immediately report such misconduct to HR, are in violation of this policy and subject to discipline.

## **6.0 SEXUAL HARASSMENT ASSISTANCE**

Assistance to victims of sexual harassment who experience trauma or stress shall be offered through the use of counselling, taking sick off days to restore mental health and advising the staff member to enlist the assistance of professional mental health services as provided for in the RCMRD Medical Scheme.



## GRIEVANCE HANDLING PROCEDURE (REF RCMRD GHP/01)

*Approved by Governing Council  
© November, 2019*

## 1. INTRODUCTION

A grievance is a difference, complaint or a dispute regarding the interpretation or application of established policies and/or procedures governing terms of employment, working condition, hours of work or compensation.

A grievance procedure is one of the Human Resource Management tools that set out the ways in which certain actions concerning people should be carried out by the management, employees or other stakeholders. It is a formalized approach to deal with specific matters of grievance and complaints at work or concerning the work place. A written and well publicized grievance procedure ensures that staff knows exactly what steps need to be taken when faced with situations that adversely affect their well-being in terms of work relationships and work environment. This grievance procedure is therefore meant to give staff an opportunity to alert the management of difficult situations to allow for intervention and search for solutions so as to make the working environment conducive for sound performance by all staff.

## 2. OBJECTIVES OF THE PROCEDURE

The grievance procedure facilitates communication in the Centre and enables staff to: -

- a) have good staff/supervisor working relations
- b) be satisfied that they are being fairly treated
- c) have a fair hearing by their immediate supervisor concerning any grievance that the former may wish to raise
- d) have the right to appeal to a more Senior officer against a decision made by their immediate supervisor
- e) have the right to be accompanied by a fellow employee of their choice or staff representative when raising a grievance or appealing against a decision (Staff Association)
- f) Understand what is happening to their case and who is involved and what their role in the matter is.

## 3. APPLICATION OF THE PROCEDURE

The grievance procedure is intended for staff who have a grievance or complaint about:-

- a) Their work or conditions of employment
- b) Harassment and bullying (unwanted and unjustified verbal or physical advances or derogatory remarks made by staff to another or by a senior to a junior officer in the work place or within an environment connected to the work of staff)
- c) Unfair or perceived unfair treatment by an officer's supervisor(s), of the team leaders or and by management
- d) Unfair performance assessment including annual performance appraisal
- e) Management act or failure to act which affects them individually
- f) Discrimination on the basis of gender, ethnicity, disability or other unjustified grounds in the workplace.

It is emphasized that no retaliation or victimization will be meted on a grievant who applies this procedure.

## 4. MAIN STAGES OF THE PROCEDURE

The Centre advocates settling of a grievance or complaints as quickly as possible to its point of origin and encourages staff and their superiors to resolve grievances informally. However, the following three stages are set to address the situations where this is not possible. A Grievance Form has been designed for easy application of the procedure.

### Stage I: Statement of Grievance

An officer who has any grievance or complaint should raise it with his/her supervisor in writing by completing the Grievance Form. The supervisor will give an answer within a maximum of seven (7) working days.

### State II: First Appeal Level

If the matter is unresolved at stage I the aggrieved officer can appeal in writing to the Human Resource Administration Officer who will at his/her discretion arrange a personal interview with the aggrieved officer and will give a written reply to the latter within fourteen (14) working days.

### Stage III: Second and Final Appeal Level

It is expected that most of the cases will be solved at Stage II but in exceptional circumstances where this is not possible and the matter remains unresolved, the aggrieved officer may present it in writing to the Director General who will handle the matter and give a written reply within a further fourteen (14) working days.

## 5. ROLE OF THE HUMAN RESOURCE OFFICE IN THE PROCEDURE

The Human Resource Office is responsible for advising the concerned parties on the handling of staff matters including grievances and may be directly involved at all stages and monitor the effectiveness of the procedure. In addition, the office will receive the grievance forms at the conclusion of the grievance procedures, for records and for future reference if need arises. When a staff member officially raises a complaint, they should copy the Staff Association for their information.

## 6. UNRESOLVED COLLECTIVE STAFF GRIEVANCES

A collective grievance is a grievance raised by a group of employees regarding a matter relating to their employment which is common to them all. Examples may include but are not limited to terms and conditions of employment, working practices, perceived discrimination or some forms of harassment. In the event that this situation does occur, staff members through the leadership of the staff representation should present their grievances to management for deliberation and settlement.

Management while responding to the grievances shall exhaustively refer to all HR related policies and procedures to ensure proper response to the issues raised by the staff representation. If a resolution is not attained between staff and Management, recourse can be sought from Governing Council with the endorsement from Management on the issues being presented. The Governing Council will consider the grounds that have been put forth by staff representation and assess whether or not the conclusion reached by Management was appropriate.

It should be noted that recourse sought from GC is not a rehearing of the issues raised but rather a consideration of the specific areas with which staff were dissatisfied in relation to the original grievance. The decision at appeal level for collective grievances is final.

Grievances should be brought in good faith and in order to seek a resolution. All parties have responsibility to work towards a fair and reasonable resolution.





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