



## **CEFORD HUMAN RESOURCE POLICY AND PROCEDURE MANUAL**

The **CEFORD Human Resource Policy and Procedure Manual** has been revised and passed by the Board as a CEFORD document.

This..... Day of. .... 2017

Signature-----

Name-----

Designation-----

## **ARRANGEMENT OF CHAPTERS**

<b>Chapter</b>	<b>Content</b>	<b>Page</b>
<b>1</b>	<b>GENERAL CONDITIONS</b>	<b>3</b>
<b>2</b>	<b>STAFF RECRUITMENT AND APPOINTMENT</b>	<b>7</b>
<b>3</b>	<b>REMUNERATION AND BENEFITS</b>	<b>10</b>
<b>4</b>	<b>HOLIDAYS AND LEAVE</b>	<b>13</b>
<b>5</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	<b>16</b>
<b>6</b>	<b>STAFF PERFORMANCE APPRAISAL SYSTEM</b>	<b>18</b>
<b>7</b>	<b>SOCIAL SECURITY SYSTEM</b>	<b>19</b>
<b>8</b>	<b>DISCIPLINARY MEASURES</b>	<b>20</b>
<b>9</b>	<b>MISCELLANEOUS TERMS AND CONDITIONS</b>	<b>22</b>
<b>10</b>	<b>Appendices</b>	<b>24</b>

# CHAPTER 1 GENERAL CONDITIONS

## 1.1 Preamble

The main purpose of the Human Resource Policy is to ensure that CEFORD builds a core team of competent and motivated staff able and willing to deliver quality services to its customers. This will help in the achievement of CEFORD's mission and strategic objectives.

**Vision:** "An Empowered poverty free society".

**Mission Statement:** To provide capacity development services that builds the resilience<sup>1</sup> of disadvantaged women, men, youth, children and their groups/organizations to realize their rights and improve their wellbeing.

### Corporate Values

**Mutual respect;** CEFORD recognizes and respect the dignity and potential knowledge, experience and ability of all persons. It believes that building on the value of mutual respect will assist people improve their quality of life.

**Transparency and accountability;** CEFORD believes in maintaining the highest level of integrity and honesty in all actions and at all levels with the commitment to remain transparent and accountable to all partners and stakeholders.

**Equity;** CEFORD believes in equal rights to basic needs of life regardless of sex, religion, age or any other distinction.

**Participatory Approach;** CEFORD believes that an inclusive involvement of people at every level of development instills sense of ownership and sustainability. CEFORD shall apply the participatory approach to enhance partners' participation for sustainable development.

**The Human Resource Policy** shall be reviewed and approved by the Board while implementation shall be the responsibility of the Executive Director and the management team.

The Human Resource Policy shall apply to all employees of the Community Empowerment for Rural Development, hereinafter referred to as "CEFORD" (The Employer). It is the responsibility of CEFORD to create a safe, secure and healthy working environment where values such as equity, transparency, accountability, trust and mutual respect are cherished.

The power to contract employees vests in the Board of Directors who shall in turn delegate some of such powers to the Executive Director. For legal recognition of the rights and obligations between the employee and employer, both a successful candidate on the one hand and the Executive Director on the other hand, shall sign or execute a formal employment contract. By virtue of the said instrument of employment, the successful candidate shall assume the status of an employee of CEFORD. The duration and other details of the contract shall be those stipulated

---

<sup>1</sup> The ability to become strong, healthy, or successful again after something bad happens. : the ability of something to return to its original shape after a change or misfortune.

by the Board in the employment contract.

## **1.2 OBLIGATIONS**

### **1.2.1 Preliminary**

The Human Resource Policy shall be binding on the Employer and the Employee

- i. The employee shall always perform his/her duties or functions and observe the rules of conduct as well as other regulations in the best interest of CEFORD.
- ii. The employee shall have furnished the employer with information about his/her past records prior to the employment concerning the person's qualification, integrity and conduct, relevant to his/her suitability for service as a member of CEFORD staff.
- iii. An employee shall have a detailed knowledge of the terms and conditions of service. Ignorance of their content will not be accepted as an excuse for non compliance.
- iv. The Employer is under obligation to create an enabling working environment. The employer shall among others provide for occupational safety and health, timely and prompt payment of emoluments, and a performance management culture. The employer shall from time to time review the terms and conditions of service in view of changing circumstances.

### **1.2.2 Negligence**

- i. The employee shall have legal and financial obligation/responsibility to CEFORD for any loss suffered as a result of his/her negligence or because of contravention/breach of any policy, rules, regulations or procedures of CEFORD.
- ii. CEFORD shall ensure that an employee who has performed his/her duties diligently is not victimized for any omissions without a just cause.

### **1.2.3 Claim for Refund**

- i. CEFORD shall have the right to claim from the employee refund of any improper payment or over payment made to him/her by mistake/error or from lack of proper information.
- ii. The employee shall claim from CEFORD any official payments he/she has made on behalf of the organization.

### **1.2.4 Other Employment and Activities**

- i. The employee shall not take up any other paid or unpaid employment or occupation from whatever outside body or organization during his/her period of employment contract with CEFORD except with the written approval of the Employer (CEFORD).
- ii. The employee shall not engage in activities that are incompatible with the proper execution of his/her duties, functions and tasks.

### **1.2.5 Authority / Accountability**

- i. The Executive Director shall be under the authority of the Board of Directors.
- ii. The employees in all categories of CEFORD shall account to the Executive Director.

### **1.2.6 Publicity**

- i. The employee shall, under all circumstances, abide strictly by the rules of conduct and secrecy pertaining to his/her respective obligation, rank, responsibility or function in CEFORD.
- ii. The employee shall observe professional ethics and discretion as regards secret/confidential information obtained in the course of the pursuance of duties.
- iii. The employee shall not for whatever reason, without prior authorization by the Director, expose or reveal/disclose any publication or such other matters, which relate directly to the conduct of his/her work.

### **1.3 Code of Conduct**

- i. Employees shall treat each other with respect and without any form of intimidation, offence or assault.
- ii. The employee shall, at all times conduct himself/herself in accordance with the laws of the land, the policy/principles of the Government of Uganda, public morality and more so by the rules and regulations of CEFORD as well as the terms and conditions of service enshrined in his/her own employment contract
- iii. The employee shall not engage in any activity, which is incompatible with his/her, status as a member of staff of CEFORD.
- iv. The employee shall be obliged to fulfill his/her functions; tasks, duties and assignments and shall observe the code of conduct and shall bear in mind the interests of CEFORD.
- v. The employee shall avoid any action and in particular any kind of public pronouncement/utterance or publicity whatsoever which might be detrimental/prejudicial to or that may adversely reflect on CEFORD in whatever manner.
- vi. Employees of CEFORD must be conversant with and observe the Code of Conduct as it guides them on how to relate with the public and the clientele. CEFORD staff are expected to conform to the acceptable standards of behaviour and shall be held personally liable for actions and omissions.
- vii. The employee shall desist from receiving and/or awarding favours such as financial tips, discounts, honours and any other gifts or remuneration from or to any other source other than the employer in the performance of his/her official duties.
- viii. The code of conduct shall be based on the following values and principles:
  - Equity.
  - Efficiency and effectiveness.
  - Integrity.
  - Transparency and accountability.
  - Honesty.
  - Respect for self and others.
  - Discipline.
  - Decency.
  - Loyalty and selflessness.
  - Impartiality.

All CEFORD employees shall be required to acquaint themselves with the Constitution of CEFORD, and other relevant laws of the Republic of Uganda at all times. Ignorance of their content will not be accepted as a defense.

## **1.4 Working Hours**

The hours of work shall be specified in the letter of appointment. Working hours shall normally be from 8:00 a.m. until 5:00 p.m from Monday to Friday with one hour lunch break from 1.00 p.m. to 2:00 p.m.

## **1.5 Grievance Handling Procedures**

### **1.5.1 Complaints and Disputes**

Any employee who is aggrieved shall bring his/her complaints to his or her immediate supervisor. Where this is not appropriate or the grievance cannot be resolved to his/her satisfaction, the next responsible officer in line shall be informed. Such grievance shall be, communicated by means of a confidential letter.

### **1.5.2 Authority**

The Executive Director shall, in the last resort, take a final decision on any grievance that could not be resolved otherwise. The Executive Director may designate a person or persons, to investigate, mediate and/or advise on the action to be taken. In the event that a member of staff has a grievance against the Executive Director, the matter shall be referred to the CEFORD Board.

### **1.5.3 Arbitration**

Should the grievance not be resolved after the decision of the Executive Director, it shall be referred to an arbitrator, acceptable to both parties, for resolution. The grievance handling process shall make provision for an appeal mechanism.

### **1.5.4 Court**

Should the arbitration fail, the matter shall be referred to a court with competent jurisdiction in Uganda, whose decision shall be binding on the parties and final.

## **1.6 Staff Association**

### **1.6.1 Composition**

CEFORD shall put in place a mechanism for handling staff welfare and other employment related issues. All employees of CEFORD shall be members of the staff association but top level managers shall not be part of the staff committees.

### **1.6.2 Committees**

The association shall form relevant committees to receive and handle specific staff issues and dialogue with management on employment related issues. Staff with specific grievances will forward their grievances to the association for redress. In the event that the grievances are not conclusively resolved by the association, the association will engage management for a resolution of the grievances.

### **1.6.3 Method of operation**

The staff association is enjoined to adopt peaceful and non-confrontational methods of

engaging management for the general good of CEFORD.

## **CHAPTER 2 STAFF RECRUITMENT AND APPOINTMENT**

### **2.1 Staff Recruitment Policy**

All employees of CEFORD shall be engaged on such terms and conditions as laid down by the Board. CEFORD shall recruit and select staff based on its Human Resource Policy which emphasizes CEFORD's strategic and operational requirements.

CEFORD shall attract, develop, motivate and retain the right people, with the right knowledge, skills, attitude and behavioural characteristics that fit the culture of CEFORD.

A request for such recruitment must be accompanied by clear job descriptions and person specifications.

### **2.2 Recruitment Procedure**

The Executive Director has the responsibility of ensuring that the most cost-effective method of recruitment of staff in the service of CEFORD is employed. In case the post to be filled is that of the Executive Director, the responsibility shall vest in the Board of Directors.

As a standard practice, all the available vacant posts in CEFORD shall, where practicable, be filled through:

#### **2.2.1 Internal Advertisements**

Staff in CEFORD shall be encouraged to compete for internally advertised jobs. Internal advertisement provides for internal mobility and growth of staff and exposes them to new job challenges. This approach is cost-effective.

#### **2.2.2 External Advertisements**

Vacant posts shall be advertised in at least one daily and (where) possible one weekly newspaper outlining all the relevant details about the job(s). External advertisement aims at attracting the best candidates who shall be short listed, interviewed, selected and offered appointment based on the principle of merit. All letters of appointment shall be signed by the Executive Director or delegated authority, and dispatched to the successful candidates.

#### **2.2.3 Head Hunting**

In circumstances where it is not possible to attract the best candidate(s) through advertisements, authority shall be sought by the Executive Director to head hunt for the most competent candidate for a specific post. This approach is cheaper, time saving and

cost effective.

Candidates recruited under the above recruitment procedure shall be required to accept the offer of appointment in writing prior to assumption of duty.

## **2.3 Appointments**

### **2.3.1 Contract appointment**

Appointment to vacant posts in CEFORD shall be on the basis of fixed term contracts that shall be communicated in the letters of appointment. The duration of the contract shall be twelve (12) months and this shall be reviewed by the Board from time to time. The contract appointment shall be renewed at the discretion of the CEFORD Management Team and based on evidence of satisfactory performance of the staff. The final decision on the renewal of contracts vests in the Board of Directors.

Other types of appointment that shall be applied by CEFORD include:

### **2.3.2 Temporary Appointment**

If a temporary recruitment is made because there is a pending advertisement such an appointment shall not exceed three months. A temporary employee who fails the interview shall not remain in the services of CEFORD.

### **2.3.3 Acting Appointment**

An employee of CEFORD may be appointed to act in a higher post by the legal appointing authority of CEFORD and shall be entitled to acting allowance.

An employee can only be regarded as acting if duly appointed in writing to act in the post by the legal appointing authority.

An employee in an acting position shall receive one half of the full difference of the starting salary of the higher post and the officer's current salary.

In order to qualify for benefits one must act in the higher position for at least 60 consecutive days. The allowance shall take effect from the date of assumption of duties of the higher post.

No employee shall be allowed to act in a position for more than one year. The employee shall either be confirmed, made to compete for the post or be reverted to previous position as soon as practicable.

All acting appointments shall be reviewed after every three months.

No employee shall act in a position or rank more than one step higher than the substantive position.

## **2.4 Letters of Appointment**

A letter of appointment shall state the following minimum information.

- a. The rank at which the employee is being appointed.
- b. The monthly salary and salary scale.
- c. Entitled days of leave after every period of 12 months continuous service.
- d. Nature of appointment (probationary, acting, contract).



- e. Duration of the employment contract
- f. The effective date of the employment contract.
- g. A condition to the effect that the contract of employment shall become operative upon the employee's written acceptance and reporting for duty.

## **2.5 Employment Contract**

Apart from the appointment letter, the employees on contract appointment shall enter into an employment contract with CEFORD. The employment contract that the employee and employer must endorse shall have, but not limited to, the following details.

- (a) The nature of the appointment;
- (b) The duration of the contract
- (c) The date upon which the contract of employment shall come into force or take effect;
- (d) The remuneration and other benefits attached to the post, position or rank of the employment;
- (e) A detailed description of the obligations/responsibilities or tasks involved therein; and
- (f) Any other relevant conditions as may be assigned or prescribed by the Board of Directors or the Executive Director or Managers where applicable.

## **2.6 Probation**

Probation is a period when an employee is being tried as to his/her suitability for retention in the service of CEFORD. All employees, including the Executive Director, appointed on contract terms shall be required to undergo a probationary period of three (3) months.

## **2.7 Confirmation**

An employee who has satisfactorily completed his/her probationary period will be confirmed in his or her appointment to serve the full duration of his or her contract appointment.

## **2.8 Deployment**

Employees shall be deployed in any part of the West Nile region by normal posting instruction. They shall be subject to transfers within the West Nile region as may be determined by management. Staff transfers shall be discussed between the Executive Director and Programme Coordinator.

## **CHAPTER 3 REMUNERATION AND BENEFITS**

### **3.1 Salaries**

Every member of staff shall draw a monthly salary on a scale approved for the post to which he/she is appointed scale. All salaries except for temporary staff shall be paid monthly by cheque into the employee's bank account in Uganda.

The CEFORD salary structure shall provide for specific salary scales and progression within a given salary band. Staff salaries will be reviewed and revised as and when deemed necessary and based on the size of the resource envelope. Any general increase of salary levels appearing in the approved Estimates for any year may be paid automatically as soon as the Estimates are approved.

Officers who hold offices graded in an incremental scale will, subject to the maximum of the scale, receive an annual award of an increment provided their performance during the year has been satisfactory. An officer whose performance has been satisfactory and has completed any obligations he or she may have had, shall be paid the increment automatically. The increment shall be deferred, stopped or withheld if the Executive Director gives definite instructions to that effect.

The following statutory and non-statutory deductions, where applicable, shall be recovered by CEFORD from the employees' monthly salary at source.

- a) National Social Security Fund (NSSF).
- b) Pay As You Earn (PAYE).
- c) CEFORD Terminal Benefits Scheme (TBS).
- d) Repayment of Advances and Loans.

### **3.2 Allowances**

CEFORD shall pay allowances to staff for the following reasons:

- a) To facilitate an officer's performance of official duties in the furtherance of CEFORD's interests.
- b) To compensate an officer for the extra effort put in the performance of his or her work.
- c) To reimburse an officer for services and expenses in carrying out CEFORD duties

Circumstances giving rise for payment of allowances should be backed by authority. Allowances shall only be paid when funds are available in the budget and management shall exercise discretion in the payment of allowances. The CEFORD Management Team shall from time to time determine and review the rates of allowances payable to factor in the cost of living. The rates of allowances paid to the staff shall be determined by the Management team and forwarded to the Board for approval.

#### **3.2.1 Acting Allowance**

The exigencies of service shall require an employee to assume the duties of a higher post. An employee shall only be regarded as acting if he/she has been duly appointed, in writing, to act in the post by the legal appointing authority.

An employee in an acting position shall receive one-half of the full difference between the starting salary of the post one is called upon to assume responsibility and one's

current salary, i.e.,  $(a-b)/2$  whereby **a**= salary of the higher post in which one is acting and **b**= the current salary of the officer who is made to act.

To qualify for acting allowance the employee shall have acted in the higher post for not less than 60 consecutive days.

The allowance shall count retrospectively with effect from the date of assumption of the duties of the higher post.

### **3.2.2 Lunch Allowance**

The allowance is paid to employees who shall spend not less than six hours of their official duty outside the duty station. The allowance is only payable whenever lunch is not provided during the official work and payment shall be subject to availability of funds

### **3.2.3 Subsistence Night Allowance**

An employee on official duty who spends a night outside his or her duty station either within or outside West Nile region shall be paid subsistence night allowance.

### **3.2.4 Overtime**

Guards of CEFORD shall be entitled to payment of overtime according to the employment legislation in force. Payment of overtime shall be restricted to performance of duties on Public Holidays and the rate of payment shall be determined by management. Overtime shall be approved by the supervising officer prior to and effected at the end of the month. Over time shall be subject to taxation.

### **3.2.5 Settling-in Allowance**

Upon appointment of a new employee or ordinary transfer, the Executive Director may at his/her discretion authorize payment of "Settling-in Allowance" to cover transport, accommodation and other incidentals, to an employee depending on the particular and peculiar circumstances of the case.

## **3.3 Other Benefits**

The following benefits shall be extended to members of staff

### **3.3.1 Salary Advances**

- i. Salary advance shall be paid to staff on application to the Executive Director.
- ii. All staff after serving for a minimum of six months period and who have no current running salary advance shall be eligible for salary advance.
- iii. Such advance shall not, however, exceed a total of 1 months' worth of gross salary allowance in amount applicable at any one given time.
- iv. Unless provided for otherwise, such an advance given to the employee shall be refunded or paid back by him/ her in monthly installments within a given quarter.
- v. The repayments shall be deducted at source from the concerned person's monthly net salary. The pay slip shall indicate the amount recovered.

### **3.3.2 Loans**

- i. CEFORD shall grant loans to members of staff to enable them offset personal financial obligations. Application for loans shall be addressed to the Executive Director
- ii. Conditions guiding access to loans shall be set by the CEFORD management team.

Benefits paid under 3.3.1 and 3.3.2 is subject to management decision to ensure that staff do not have inadequate take home salary package.

The payment of benefits to members of staff shall take into consideration status and responsibility

## **CHAPTER 4 HOLIDAYS AND LEAVE**

**4.1** The following categories of leave, subject to the approval by the Executive Director or his/her representative, shall be granted by CEFORD to its staff.

### **4.1.1 Annual Leave**

All members of staff earn a fixed number of leave days every year. The number of leave days to which one is entitled per annum depends on number of months worked and are granted as follows:

- i. All members of staff shall be entitled to 21 (Twenty one) working days as annual leave or during a full calendar year.
- ii. In normal circumstances, all employees shall be required to take their annual leave within a given year whenever such leave is due, otherwise it is forfeited. All leave should be planned for to avoid work overload.
- iii. An employee whose application for leave has been rejected on the grounds that he/she cannot be released can either be authorized to carry forward the leave into the next calendar year or shall request in a memo form through the supervisor to have a number of his/her days of leave commuted to cash. Commutation of leave is given only in exceptional circumstances. Staff who has accumulated leave should be advised to take their leave in a phased manner to avoid further accumulation.
- iv. The Executive Director may, at his/her discretion, for the good of CEFORD, sanction payment in lieu of leave earned for an employee.
- v. Furthermore, in addition to earned leave, public holidays of Uganda, as and when they fall, shall also be observed as rest days by CEFORD.

### **4.1.2 Compassionate Leave**

This leave shall be granted at the discretion of the Executive Director and shall range from a minimum of three (3) days up to a maximum of twenty (20) calendar days in a year.

The circumstances under which such leave is granted and the number of days off duty are:

- (a) An employee who loses a member of his/her immediate family, i.e., spouse (husband, wife) or biological child or a legally adopted child) may be granted a maximum of ten (10) days.
- (b) An employee' who loses a close relative may be granted a maximum of three (3) days.
- (c) The employee who is proceeding for his/her marriage or wedding ceremony may be granted a maximum of five (5) days.

### **4.1.3 Sick Leave**

Employees who are unable to perform their duties due to sickness or temporary occupational disability shall be granted sick leave. The employee shall inform the Executive Director and /or his/her immediate supervisor within 24 hours when he/she falls sick and will be absent from duty.

The authority to grant sick leave vests in the Executive Director or his/her designated representative and such authority shall be granted upon presentation of an authentic medical certificate from a certified Medical Officer. In case no doctor's certificate can be produced, approval of the sick leave shall be at the discretion of the employer.

CEFORD employees shall be entitled to sick leave at full pay for a maximum of three months per year to enable the officer recover. Sick leave can only be extended for another period of three months. The application for extension of sick leave shall be supported by a medical report and recommendation from a certified medical practitioner.

Management shall determine that status of an officer's sick leave after seeking expert medical advice from a competent Medical practitioner.

#### **4.1.4 Maternity Leave**

A female employee shall be entitled to a maternity leave of 60 working days for confinement on full salary.

A pregnant female employee shall be allowed to go on maternity leave when she is 36 weeks pregnant as determined by the Medical Doctor.

#### **4.1.5 Paternity Leave**

Paternity leave of 4 working days shall be given to a male employee whose wife has just delivered.

#### **4.1.6 Unpaid Leave**

Unpaid leave shall be granted to staff who have a specific problem to solve or an important personal engagement to attend to and do not have any earned leave to their credit as follows:

- i. Application for unpaid leave shall be submitted to the Executive Director for approval.
- ii. Unpaid leave shall be for a period not exceeding one month and for any period beyond one month the member of staff shall be required to resign.
- iii. All fringe benefits shall be frozen for the duration of the unpaid leave.

#### **4.2 Official Holidays**

The Employer shall observe all official holidays as legally provided for by the Government of Uganda in the Public Holidays Act. These shall include the following days:

##### **a) Fixed Days**

- |       |                           |                           |
|-------|---------------------------|---------------------------|
| i.    | January 1 <sup>st</sup>   | New Years Day             |
| ii.   | January 26 <sup>th</sup>  | NRM Victory Day           |
| iii.  | March 8 <sup>th</sup>     | International Women's Day |
| iv.   | May 1 <sup>st</sup>       | International Labour Day  |
| v.    | June 3 <sup>rd</sup>      | Martyr's Day              |
| vi.   | June 9 <sup>th</sup>      | Heroes Day                |
| vii.  | October 9 <sup>th</sup>   | Independence Day          |
| viii. | December 25 <sup>th</sup> | Christmas Day             |
| ix.   | December 26 <sup>th</sup> | Boxing Day                |

**b) Alternating Days**

- i. Idd el Fitr
- ii. Idd el Adhuha
- iii. Good Friday
- iv. Easter Day
- v. Easter Monday

**c) Other Public holidays**

The employer shall observe any other Public Holidays as declared by the Government of Uganda.

## **CHAPTER 5: STAFF DEVELOPMENT AND TRAINING**

**5.1** Training is part of the core strategy of CEFORD and a major agent of culture change. Training programmes and opportunities are justified to the extent to which they relate to CEFORD's capacity to accomplish its mission. Accordingly, CEFORD's priorities, vis-à-vis individual goals, take precedence. Training also enhances self, professional and career development.

### **5.2 Objectives of training**

- 1) To improve the performance and productivity of staff culminating in the improvement of CEFORD's performance and productivity.
- 2) To staff for shouldering higher responsibilities.
- 3) To promote career and professional development of CEFORD staff.
- 4) To match the required knowledge, skills and attitudes to the need for performance improvement.
- 5) To provide relevant cost-effective training programmes.
- 6) To guide newly appointed officers on what they need to know about CEFORD as they start their career in CEFORD.

### **5.3 Selection criteria**

The criteria for selecting staff for training shall take into consideration the following:

- 1) Clear identification of the training-related performance gaps to be addressed.
- 2) Relevance of the training to the prospective trainee's duties and the functions and operations of CEFORD.
- 3) Cost-effectiveness of the course in terms of duration, content and location and its effect on CEFORD.

### **5.4 Training and courses**

The priority training areas shall be defined from time to time by the CEFORD Management Team.

The types of training that CEFORD may support include, but not limited to,

- 1) Induction courses for newly recruited staff;
- 2) Certificate, Diploma, University degree courses on full-time, part-time, long distance, evening class as the case may be.
- 3) Attachments, secondments, mentoring, coaching, workshops, internal and external seminars.

### **5.5 Training needs analysis**

CEFORD shall carry out a systematic training needs analysis in order to:

- 1) Link its mission requirements and the skills base.
- 2) Identify skills shortages, deficiencies and needs.
- 3) Demonstrate the knowledge, skills and attitudes gaps.
- 4) Identify CEFORD's human resource needs now and in future, taking into account future plans and propose cost effective training policies and programmes.

Training needs and gaps are identified through annual staff appraisal reports, review for



background information and a training questionnaire and/or interview schedules. The gaps can also be identified by determining the extent to which staff knowledge, skills and attitude fall short of the additional responsibilities expected to be held as a result of job rotation, promotion and transfers.

## **5.6 Study Leave**

Approval of study leave shall take into consideration the course content, its applicability to individual career development, CEFORD objectives and overall job performance of the individual staff.

- a. Study leave shall normally be given to staff who intend to attend courses lasting long periods of more than three (3) months.
- b. Staff shall be given opportunities to develop academically, however such opportunities should not inconvenience the Organization.
- c. Staff shall be encouraged to pay own tuition fees and other related expenses while CEFORD provides time.
- d. CEFORD shall encourage staff to join institutions of higher learning within Uganda.
- e. Requests for study leave shall be addressed to the Executive Director who shall grant study leave for a period not exceeding 18 months under the following conditions:
  - i. Maintain the staff as an employee who shall be off the payroll, but hire someone on a relief basis to perform the duties of the job for the period the staff is on study leave.
  - ii. A Memorandum of Understanding shall be signed with a staff member who may be allowed to re-join CEFORD. In case the staff eventually realizes he/she cannot come back he/she should give 3 months' notice to CEFORD before the expiry of his/her study leave.
  - iii. Members of staff preparing for examinations in relevant subjects shall be granted a maximum of 30 working days in a year to enable them prepare. This will be subject to the approval of the Executive Director on presentation of supporting documents as evidence.
  - iv. CEFORD shall encourage the use of non-traditional forms of studies such as e-learning, distance learning and evening class study programmes

## **CHAPTER 6: STAFF PERFORMANCE APPRAISAL SYSTEM**

In order to instill a performance culture, CEFORD shall encourage staff to continuously enhance their performance levels. This is imperative if CEFORD is to grow into a learning organization. Performance planning, development, review, appraisal, and evaluation shall form part of this cultural shift at CEFORD.

### **6.1 Performance Planning**

The rationale is to establish what is expected of employees, set targets and agree on the activities and outputs. At the beginning of each appraisal period, the supervisor and the supervisee shall agree on what is expected and how it is to be measured.

### **6.2 Performance Development Reviews**

The purpose is to assess the progress the employee is making and to provide encouragement and agree on the support required to achieve the agreed targets.

### **6.3 Performance Appraisal**

The purpose of the appraisal is to measure, assess and give an opinion on the performance of staff. The immediate supervisor will do the performance appraisal for the CEFORD employee annually. The appraisal system shall be open and participatory to provide for dialogue and feedback on performance. Both the supervisor and the employee shall sign the report which will be filed in the personnel file.

#### **6.3.1 The Appraisal Process**

- i. Once a year the employee shall be subject to a performance appraisal. The Employer shall conduct the appraisal or the immediate supervisor as delegated by the Executive Director
- ii. The appraisal process shall be open and transparent and provide room for the appraisee and appraiser to dialogue.
- iii. The performance appraisal system shall make provision for self assessment, periodic performance reviews, continuous monitoring of performance and immediate feedback on performance.
- iv. At the beginning of the assessment period, both the appraiser and appraisee should set targets and agree the number of activities and outputs.
- v. The appraisal process shall provide for an appraisal meeting where the appraiser shall discuss with the appraisee his/her achievement and drawbacks during the year in question and one or more possible course of action. The appraiser shall make recommendations relating to promotion, letter of commendation, renewal of contract, further training, or disciplinary measures such as letter of warning, counseling, suspension, or dismissal.
- vi. The appraisee must countersign the form and confirm that he/she agrees, disagrees or partly disagrees with the evaluation of his/her supervisor.
- vii. If the appraiser and appraisee disagree about any element of the appraisal, the appraiser's line manager should be consulted to help resolve the matter. If the line manager is not able to resolve the issue it should be forwarded to the supervisor of that line manager and finally to the Executive Director
- viii. The appraisee shall have access to the duly completed appraisal form which contains all the comments to enable him/her re-examine his/her future performance.
- ix. Both the supervisor and the employee shall sign the assessment before forwarding it to the authority concerned.

- x. An outstanding performance should be recognized, rewarded and commended by management but an extremely poor performance may lead to termination of service.

## **CHAPTER 7. SOCIAL SECURITY SYSTEM**

**7.1** CEFORD operates two contributory terminal benefits schemes to which members of staff shall compulsorily contribute in a bid to inculcate a saving culture among the staff. These include the National Social Security Fund and CEFORD Terminal Benefits Scheme.

### **7.1 National Social Security Fund**

- i. As required by law, an employee shall contribute 5% of his/her gross pay per month to the National Social Security Fund (NSSF) and CEFORD shall contribute 10% of his/ her gross basic salary per month.
- ii. This contribution takes effect immediately the employee joins the organization.

### **7.2 Terminal Benefits Scheme**

- i. Employees shall be entitled to a terminal benefit at the termination of employment. For each employee CEFORD shall contribute to the CEFORD terminal benefit scheme an equivalent of 10% of the gross salary per month, on condition that the employee shall also contribute the same amount of 10% of his/ her gross basic monthly salary to the scheme. Contribution to terminal benefit begins at the time of joining the organization.
- ii. The money so collected from such savings shall be deposited in a bank account to be controlled/ operated by a CEFORD trustee for disbursement to the employee at the end of service as afore said.
- iii. Interest Accrued in a Financial Year shall be divided equally among the staff that will have worked up to the end of the financial year.
- iv. An employee with outstanding financial obligations in form of salary advances, loans or administrative or personal advances with CEFORD shall be required to offset such obligations before he/she can access his/her terminal benefits under the Terminal Benefit Scheme.
- v. The Executive Director shall authorize employees' access to their terminal benefits under the scheme upon satisfactory declaration by the employee.

## **CHAPTER 8 TERMINATION OF SERVICE AND DISCIPLINARY MEASURES**

### **8.1 Authority**

The authority for disciplinary measures and termination of the employment contract resides with the Executive Director who may delegate it to any other officer of CEFORD in writing; in the case of the Executive Director the authority vests in the Board of Directors. Procedures for both disciplinary measures and contract termination shall be in accordance with the prevailing legislation in Uganda.

### **8.2 Disciplinary Measures**

The employer can take disciplinary measures against the employee. The Employer is authorized to impose the following official sanction:

- i. Verbal warning.
- ii. Written warning.
- iii. Suspension, with or without deduction of salary and/or other remuneration.
- iv. Demotion in rank.
- v. Termination of employment contract.
- vi. Dismissal with notice.
- vii. Summary dismissal without notice in case of a serious offence.

The employer shall notify the employee in writing of any disciplinary measure stating the reasons and the consideration for the measure. The employee shall be required to present his/her side of the story as required under the principle of natural justice. In case of verbal warning, the employer or his/her designated representative shall make and file a record of the verbal warning indicating the reasons for the warning.

### **8.3 Termination of Employment Contract**

Except in cases of gross misconduct or as otherwise provided in the employment contract, employees' contract shall be terminated on any of the following grounds:

- i. At the end or expiry of the employee's employment contract in which case no further notice is required.
- ii. Upon death of the employee.
- iii. The employee on his/her own initiative informs CEFORD of his/her inability to renew the contract subject to one month's notice or one month's salary in lieu of notice.
- iv. CEFORD shall terminate the appointment of an employee who becomes redundant owing to lack of work as stipulated in his/her employment contract within the scope of CEFORD. The termination of service shall be subject to one month's notice or one month's salary in lieu notice.
- v. When an employee, without due authority, abandons his/her post or duty willfully and/ or habitually.
- vi. When an employee has received three written warnings, not necessarily concerning the same offence, within a period of 12 consecutive months.
- vii. When the employee has a proven record of poor and unsatisfactory performance and efforts aimed at helping the officer improve performance have not produced the desired results.
- viii. When an employee resigns from his/her appointment with CEFORD. The

employee shall give one month's notice or pay the equivalent of one month's gross pay to the employer in lieu of notice.

- ix. The employee violates or neglects established procedures and regulations.
- x. Gross misconduct.
- xi. The employee is for reasons of protracted illness or occupational disability no longer capable of carrying out the duties of the post.
- xii. The employee had withheld information and/or has given false information regarding his/her suitability, antecedent to the appointment that should have precluded his/her appointment.
- xiii. By summary dismissal for any lawful cause.

#### **8.4 Summary Dismissal**

An employee may be summarily dismissed; i.e. his/her employment can be terminated without notice if the employee causes any serious loss to CEFORD or harm to the employer's interest.

- i. Gross misconduct warranting summary dismissal, includes, *but not limited to*:
  - a. Theft of any CEFORD and/or project property;
  - b. Sabotage or willful damage to any CEFORD and/or project property;
  - c. Insubordination.
  - d. Harassment ( Sexual or otherwise), assault or intimidation whatsoever;
  - e. Giving false information whatsoever;
  - f. Abuse of office, e.g. receiving/accepting bribes and/or misusing his/her position to solicit favors as well as all other acts or forms or corruption;
  - g. Disclosing/revealing confidential or secret information or such other matters without due authority of the Board of Directors or the Executive Director.
  - h. Forgery.
- ii. In case of a summary dismissal, the employer shall hold the offending employee liable to compensation for the losses/damages caused to CEFORD and/or any third party affected.
- iii. Before a staff is summarily dismissed he/she shall be given a fair hearing.

## **CHAPTER 9: OTHER POLICY PROVISIONS**

### **9.1. DRUG FREE WORK PLACE**

All work places (offices and field stations) of CEFORD are designated as DRUG-FREE zones. It is prohibited to use, possess, dispense, distribute, or manufacture controlled substances including narcotic drugs, alcohol, and tobacco at any such work places.

CEFORD shall endeavour to educate all its employees on the dangers of drug abuse through provision of relevant journals and reports and posting on official notice-boards the prevailing media campaign supplements against drug abuse. CEFORD will also refer its employees who may fall victims of drug abuse to professional counselors and recommend them for relevant rehabilitation programs as long as they are willing to make an effort to give up the habit. All employees of CEFORD will be expected to participate in such educational forums and always make a good-faith effort to uphold a drug-free work place.

Any employee of CEFORD who gets criminally convicted of drug abuse at the place of work shall notify the management within five days of such conviction. Any willful violation of the foregoing Policy, whether in part or in whole, shall lead to termination of employment through summary dismissal.

### **9.2 FRAUD POLICY**

CEFORD defines fraud as a deception made for personal gain and legally fraud is a crime. Acts which shall constitute fraud include but are not limited to:

- a. False publicity/advertising
- b. False identity
- c. False billing
- d. Forgery of documents or signatures and declaration there of.
- e. Taking money which is under your control but not yours for personal gain (Embezzlement)
- f. Security frauds-breaking the security details of the company in order to gain access to documents and cash.
- g. Investment frauds-Using company name to get wealth for personal investments.

#### **Actions that shall be taken against fraudulent staff include:**

- 1.1 Summary dismissal
- 1.2 Legal actions to enforce refund of embezzled fund or replacement of converted property.

### **9.3 CEFORD GENDER POLICY (For Reference to the document)**

### **9.4 CEFORD HIV-AIDS WORKPLACE POLICY (For Reference to the document)**

### **9.4 CEFORD CHILD PROTECTION POLICY (For Reference to the document)**

### **9.5 CEFORD FINANCE AND ADMINISTRATION MANUAL (For Reference to the**

document)

## **CHAPTER 10: MISCELLANEOUS TERMS AND CONDITIONS**

### **10.1 Exceptional Circumstances**

Where CEFORD terms and conditions of service are silent on any specific aspect of the respective rights and obligations of the employee or the employer, the relevant laws of Uganda shall apply.

### **10.2 Safety and Security**

Both CEFORD and the employee shall comply with all Safety and Security measures, rules or regulations of CEFORD.

CEFORD shall provide protective gear and clothing to its staff. Employees shall be expected to observe and adhere to the safety and security rules and regulations. It is incumbent upon CEFORD to ensure that all its assets are safe, secure and usable.

### **10.3 Work-related Accidents**

- i. CEFORD shall cover the entire medical and up keep bills for staff that get involved in a work-related accident.
- ii. CEFORD shall indemnify the employee against loss or damage in respect of costs, resulting from any job related accident during the performance of his/her duties other than those that result solely from willful acts or negligence of the employee.
- iii. In case of death or permanent disability of a staff, the provision of the Workers Compensation Act shall apply.

### **10.4 Disputes and Resolution**

- i. Any dispute of what so ever nature under the terms and conditions of service as well as those arising out of employment contract for CEFORD staff shall, as far as possible, be settled amicably out of the court of law.
- ii. In the event that an amicable settlement cannot be reached, the conflicting parties shall resort to or have the dispute referred to arbitration, thus: -
  - a) The Arbitration panel shall consist of a person nominated by the employee, another nominated by CEFORD. The two nominated Arbitrators will nominate a third person that should be acceptable to both parties in dispute.
  - b) The award/ decision of the arbitration panel shall be final and binding on both parties.
- iii. In circumstances where the Executive Director is the subject of staff grievance(s), the matter shall be referred to the CEFORD Board of Directors for settlement.

### **10.5 Governing Law**

The employment contracts of CEFORD employees aforesaid shall be governed in all respects, by the laws of Uganda.

## **APPENDICES**

A 1	Letter of Appointment
A 2	Employment Contract
A 3	Salary Structure
A 4	CEFORD Leave Application Form
A 5	CEFORD Leave Roster
A 6	CEFORD Leave Records Register
A 7	Staff Performance Appraisal Form
A 8	Staff Performance Appraisal in CEFORD: Guidelines for Managers and Staff.
A 9	Clearance Form for Terminal Benefits.
A 10	Clearance Certificate for CEFORD Staff



A policy is a [guiding principle](#) used to set direction in an organization. A [procedure](#) is a series of steps to be followed as a consistent and repetitive approach to accomplish an end result. Together they are used to [empower](#) the people responsible for a process with the direction and consistency they need for successful [process improvement](#).

A Procedure manual is a comprehensive text that details every aspect of specifically how you want work to be done.