



STEWARDWOMEN

**A Manual of Terms and Conditions of Service for
Staff**

Developed in July 2009; revised January 2015

Foreword

One of the objects of STEWARDWOMEN is to empower disadvantaged rural women to challenge the social, political and economic structures in South Sudan so as to improve the conditions of living for women. To achieve the above objective, STEWARDWOMEN has to put in place a human resources management policy that enable the attraction and retention of high performing, self-motivated and committed technical and support staff.

The constitution of STEWARDWOMEN under article 7(b) imposes upon the chairperson Board of Directors the responsibility of establishing, with the approval of the governing council the terms and conditions of service and rules of procedure for the appointment, termination and discipline of staff of the organization. I am glad to note that through a consultative process of all stakeholders, spanning over a period of one year, the Board of Directors has revised this human resources manual to guide the human resources management function of the organization, which will be presented to the Governing Council during the annual general meeting.

I need not emphasize that human resource is the most important component that enables an organization achieve its goals. It is therefore imperative that this resource is managed diligently and equitably and I have no doubt that this manual, if adhered to, will help deliver the desired result. It therefore calls upon all managers, supervisors and individual staff to read, internalize and apply provisions of this manual for the benefit of both the individual and the organization. This manual is not static; it shall be amended to keep abreast with the ever changing human resource management demands.

It is the hope of the governing council of STEWARDWOMEN that, this manual of terms and conditions of service will go a long way in empowering disadvantaged women in South Sudan.



For/Jua Florence (Ms.)/Chairperson Board of Directors

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1.0 General Conditions

These terms and conditions of service:-

- a) are made in accordance with article 7(b) of the constitution of STEWARDWOMEN, 2009.
- b) shall come into force with effect from 1st January, 2015.
- c) shall apply to all employees of STEWARDWOMEN.

1.2 Interpretation

The Executive Director and her/his representatives shall interpret these terms and conditions of service

1.3 Amendment and Omissions

- a) These terms and conditions of service are subject to amendment from time to time by decision of the governing council.
- b) It is the duty of the executive director to make available copies of these terms and conditions of service for all staff.
- c) If any matter arises that is not covered by these terms and conditions of service, that matter shall be submitted to the governing council for appropriate pronouncement.

1.4 Definition

In this manual of terms and conditions of service unless the context otherwise requires, the following expressions shall have the following meaning:-

“Chairperson” means the chairperson of the governing council of STEWARDWOMEN.

“Consolidated salary” means remuneration including all allowances attached to a particular post.

“Council” means the governing body of STEWARDWOMEN.

“Executive director” means the chief executive of the organization.

“Employee” means a person in the full time service of the organization employed on contract.

“Per diem” means allowance paid to an employee assigned work outside his/her duty station which requires professional skills.

“Probation” means a period to which a person is appointed on trial before confirmation.

“Organization” means the STEWARDWOMEN.

“Accounting officer” means the executive director of STEWARDWOMEN.

2.0 Appointment

2.1 Appointment Policy

- a) Staffs shall be recruited at STEWARDWOMEN only against approved staff establishment.
- b) Women shall constitute at least 60% of the workforce
- c) Volunteers, both local and international shall be recruited among women to develop their human resource capacity
- d) All provisions in this document shall apply to volunteers, except when referred to.
- e) All vacant positions shall be filled according to the recruitment plan and staff establishment approved by the board of directors of the organization.
- f) When need arises to create a new post, the executive director shall seek the approval of the board of directors by providing justification for establishing a new position with detailed job description and clear terms of reference and person specifications. The submission shall include the level of education, competencies, skills, and salary attached to the proposed position.

2.2 Appointment of the Executive Director

The Executive Director shall be appointed by the Board of Directors.

2.3 Appointment of Other Staff

- a) The governing council may exercise discretion to appoint or delegate to the board of directors the appointment of staff at the secretariat.
- b) An appointment committee shall be formed by members of the board of directors to appoint the technical team.
- c) The volunteers and support staff shall be appointed by staff appointment committee of senior staffs of the organization who shall be appointed by the executive director or his/her representative.
- d) Where the board of director or staff appointment committee has appointed staff on behalf of the governing council, an appointment report shall be submitted to the governing council or the board of directors as the case may be for ratification.

2.4 Nature of Appointment

- a) All staff of the organization shall be appointed on contract basis.
- b) All staff shall apply for contract renewal on annual basis.
- c) All volunteers shall work for a minimum period of six months and maximum period of 12 months.

2.5 Probationary Appointment

- a) On first appointment, all staff shall serve a probationary period of three month, except volunteers.
- b) During the probation period, staff performance will be monitored and reports prepared at the end of the period. Only those staff whose performance is considered satisfactory during this period will be confirmed in the service of the organization to complete the initial contract.
- c) Staff whose performance is not considered satisfactory after the respective probationary period, may have their probationary contracts terminated or extended for six months. At the end of the extension of the probationary period, staff will either be confirmed in appointment or have their probationary appointment terminated on grounds of poor performance. Notice of termination will be given as per section 16.1.
- d) Staff whose probationary contract is extended will be informed by a letter of extension and the reasons for doing so.
- e) Local volunteers with satisfactory performance and relevant competences shall be recommended for appointment to fill vacant posts.

2.6 Procedures for Recruitment

- a) Vacant positions shall be identified and recommended to the governing council for filling by the appointments committee.
- b) The executive director shall receive authority from the board of directors to initiate the recruitment process only after confirming that a vacancy exists on the establishment.
- c) Where authority to initiate the recruitment process is granted, an advertisement shall be placed in the print media, notice boards and website of the organization.
- d) Job advert shall include the following information:
 - Organization background
 - Position being advertised
 - Reporting level

- Overall and specific responsibilities of the position
 - Academic and professional qualification
 - Experience and other competencies required of the job
 - A clause indicating that special consideration shall be given for women
 - Application procedure
 - Methodology of delivery of application
 - Closing date and
 - Any other relevant information
- e) The closing date for receiving application shall be at least 14 days from the date the advertisement first appeared in the press. All applications shall be recorded and date stamped on receipt. Only short listed candidates shall be contacted.
- f) After the expiry date of receipt of applications, the Human Resource Officer of the organization as the case may be shall list and summarize the information in the applications, and develop short listing criteria based on the specifications in the advertisement.
- g) Using the short listing criteria cited in this section, a short listing panel approved by the chairperson board of directors shall be constituted to pre- select applicants and fix appropriate interview dates.
- h) The board of directors may outsource services of external consultants to facilitate at any stage in the recruitment process.

2.7 Interview Panels

- a) The interviewing panel shall be constituted by the board of directors in the case of the technical team. In the case of support staff, the panel shall be constituted in accordance with section 2.3 (c) above.
- b) A member of the interviewing panel who may have conflict of interest with any of the candidates shall declare her/his interest before the commencement of the interview.

2.8 Interview Process

- a) The Executive Director shall invite short listed applications for interview at a reasonable notice of at least 14 consecutive days specifying the place and time by a posted, e-mail or hand delivered letter followed by telephone confirmation where applicable.

- b) The Human Resource Officer shall prepare all documentation necessary for conducting the interview and shall guide the panel in developing interview assessment criteria.
- c) After the interview, the performance of the applicants shall be discussed based on recorded scores and a decision made as to the successful candidate. A report of the panel shall be prepared and signed by the Chairman and Secretary of the panel and forwarded to the authorizing or approving level where applicable.
- d) The report shall include but may not be limited to the following:
 - Membership of the panel
 - Interview scores of candidates who turned up
 - Information on candidates not interviewed and reasons why
 - Name(s) of candidate(s) recommended for appointment or to be appointed at a later date.

2.9 Appointments

2.9.1 Issuance of appointment letters

After the interviewing process, the relevant appointing authorities, as the case may be shall appoint successful candidates as here under;

- a) The Chairperson Board of Directors or his/her representative shall sign the appointment letter of the Executive Director.
- b) The Executive Director shall sign appointment letters of the staff in the organization.

2.9.2 Offer and acceptance of appointment

All offers of appointments shall be in the form of a written letter by any of the authorities cited in section 2.5.1 above. The prospective employee shall sign a copy of the appointment letter to formally accept the offer and conditions laid down in the letter/employment contract within 14 days of receipt of the offer.

2.9.3 Validity of appointment

An offer of appointment shall remain valid for not more than 14 working days from the date of offer or 14 working days after a mutually agreed date of assumption of duty between the prospective employee and the organization.

2.9.4 Effective date of appointment

The effective date of appointment shall be the date of assumption of duty and not the reporting date.

2.9.5 Pre-employment medical examination

Before assuming duty, a new appointee shall be required to undertake a pre-employment medical examination on a prescribed Medical Form, carried out by a registered Medical Officer. The aim of the examination shall be to determine whether the prospective employee is able to perform the essential functions of the job.

2.9.6 Personal record

Upon acceptance of the offer, the appointee shall be required to complete a personal record form, provide two copies of recent passport size photo graphs and details of the bank account where his/her salary shall be paid.

2.9.7 Disqualification for appointment

Any employee who is proved to have uttered false information or false documents during the recruitment process or to have deliberately concealed any information which if known would have led to his/her not being appointed shall be dismissed henceforth.

2.9.8 Employment contracts

On assumption of duty, every employee shall be required to sign an employment contract. The employment contracts shall define terms and conditions of employment, rights, responsibilities and obligations of the employee to the employer and vice-versa.

2.9.9 Renewal of contracts

- a) STEWARDWOMEN staff contracts may be renewed by the end of every year subject to satisfactory performance.
- b) Two months before the expiry of a contract, an employee shall indicate in writing to the responsible authority his/her intention to enter a new contract with the organization. The responsible authority shall within one month notify the applicant whether or not he/she will be offered another contract.

2.9.10 Appointment on transfer

- a) When a position falls vacant at STEWARDWOMEN and the Executive Director is desirous to fill the vacancy with an experienced staff at the level within the organization, the Board of

Directors shall advertise the vacancy internally within the STEWARDWOMEN system.

- b) Intending applicants shall be required to channel their applications through the Executive Director.
- c) Where in response to the internal advertisement expressions of interest are received from one or more applicants, an interview panel constituted in accordance to the provisions of Section 2.4.9.1 shall interview the candidate(s) who meet the set specifications and the best candidate shall be appointed on transfer of service.
- d) An employee appointed in such circumstances shall be deemed to have been appointed on transfer of service and his/her appointment shall be on terms not less favorable than those of the previous appointment. A member of staff appointed on transfer shall carry with him/her self the same contract rights accumulated during the previous appointment.

2.9.11 Acting appointment

- a) A vacancy may be filled temporarily by appointing someone in an "acting capacity". Such an appointment must be made in writing and shall not exceed a period of six (6) months, during which time effort shall be made to fill the vacancy in accordance with the provisions of these terms and conditions of service.
- b) An employee who is appointed to act in a vacant position shall not by virtue of so acting establish any claim to be confirmed in such a post.
- c) An employee appointed to act in higher position shall be paid an acting allowance computed in accordance to section 4.2.1(e) of these terms and conditions of service.

2.9.12 Employment of ex-employees

- a) When a former employee applies to be rehired, he/she shall be evaluated on the same basis as all other applicants. Consideration shall be given to past job performance, circumstances surrounding the termination of previous employment, the former employee's disciplinary record and ability to meet job requirement.
- b) An employee rehired after a break of service of more than three consecutive months shall receive a new contract depending on the circumstance of termination of previous contract.

2.9.13 Employment of convicted person

STEARAWOMEN may not employ persons who have been previously convicted of criminal offences.

3.0 SALARY MANAGEMENT

STEARAWOMEN staff salaries shall be managed under the general direction of the Accounting Officer/Executive Director.

3.1 Salary payment

- a) Considering the unpredictable nature of the South Sudanese economy and the need to retain the most competent staff, STEARAWOMEN will ensure that salaries are paid in United States Dollars, unless otherwise dictated by the prevailing circumstances.
- b) On being appointed, staff shall receive salary monthly in arrears effective from the date of assumption of duties.
- c) Volunteers shall not be paid salary, but monthly cost of living allowances to meet the cost of feeding, accommodation, transport to work place and personal effects that shall be determined by the BoD.

3.2 Salary deduction

All STEARAWOMEN staff shall be paid monthly salary subject to the following deductions:

- a) Mandatory
 - i) All local government taxes
 - ii) Contribution to STEARAWOMEN staff provident fund
- b) Others
 - i) Recovery of short and long term loans drawn against the provident fund
 - ii) Repayment of salary loans to financial institutions guaranteed by the organization.
 - iii) House rent where applicable
 - iv) Any over-payments or other unauthorized payments from organization funds
 - v) The cost or part of the cost of any losses or damages to STEARAWOMEN owed by the officer.

- vi) The total deductions shall under no circumstances be less than 40% of his/her gross monthly pay. The Accounting Officer shall in approving requests for provident and salary loans be guided by this requirement.
- vii) Where debts are in competition, the statutory ones, and contribution to the STEWARDWOMEN staff provident fund shall take precedence.
- viii) Where a member of staff is indebted, STEWARDWOMEN may offset such debts against any other payments due to him or her or from any other source including the officers provident fund or require the officer to clear debts direct from his or her own sources.

3.3 Salary increase

Subject to approval by STEWARDWOMEN Governing Council, staff salaries will be reviewed and increased from time to time in light of the changing circumstances.

4.0 ALLOWANCES

4.1 Reasons for payment of allowances

- a) STEWARDWOMEN may pay allowances to staff for two main reasons:
 - To compensate them for the extra exertion on their part arising out of additional duties or responsibilities that they may be required to carry out or shoulder over a period of time.
 - To reimburse employees for expenses incurred from time to time in the course of their official duties in furtherance of the organization's interests.
- b) All allowances paid by STEWARDWOMEN do not earn gratuity and as such, shall not be applied in the process of computing terminal benefits.
- c) The rates at which allowances shall be paid and the conditions on which they may be claimed shall be subject to approval by the Governing Council.

4.2 Types of allowances

STEWAROWOMEN shall pay the following allowances to eligible staff:

4.2.1 Acting allowance

- a) An acting allowance shall be paid to an officer when he/she is appointed to act in an office immediately higher than his or her substantive office when:
 - i) The higher office is temporarily vacant
 - ii) The officer appointed to the higher position fell sick.
- b) Acting allowance shall be payable only when the acting appointment lasts for at least 30 consecutive days.
- c) Acting allowance is not indefinite but lapses after six months' unless the appointment is renewed or extended.
- d) Acting allowance ceases after another holder of the office, whether acting or substantive assumes or resumes duty.
- e) Acting allowance will be paid at a rate of 20% of the employee's salary.

4.2.2 Duty allowance

Duty allowance shall be paid to an officer who is assigned duties in writing which carry higher responsibilities than those normally attached to his or her substantive post.

- a) Duty allowance shall not be paid simultaneously with acting allowance.
- b) Duty allowance is not indefinite but lapses after six months' unless the appointment is renewed or extended.
- c) Duty allowance ceases after another holder of the office, whether acting or substantive assumes or resumes duty.
- d) Duty allowance will be paid at a rate of 10% of an employee's salary.

4.2.3 Responsibility allowance

- a) Responsibility allowance shall be paid to an officer who is assigned extra duties beyond his/her normal duties
- b) A responsibility allowance shall be a fixed monthly payment for the duration a responsibility is shouldered.

- c) Responsibility allowance shall be paid at rate approved by the Board of Directors.

4.2.4 Perdiem

Perdiem shall be paid to a member of staff assigned work, of exceptional importance. This is outside the normal scope of the officer's duties; involves disproportionate amount of his or her official and private time; involves temporarily additional responsibilities; requires the direct use of the officers' special talent or professional skill or his or her active participation in the actual work. Perdiem will be paid to an officer within a specific time frame using the rate approved by the Board of Directors.

4.2.5 Consultancy fee

Where an officer(s) is/are engaged in a consultancy on behalf of STEWARDWOMEN he/she/they shall receive 20% of the consultancy fee.

4.2.6 Settling allowance

On first appointment or on transfer to a new duty station, a member of staff shall be provided transport to move his/her family and property to the new duty station from his/her home as provided in the personal record form or from his/her previous station in case of transfer. Where physical transport is not availed, he/she shall be paid travel allowance at a rate approved by the Board of Directors.

4.2.7 Training allowances

Where training is wholly or partially sponsored by STEWARDWOMEN, the following training allowances shall be paid.

4.2.8 Book allowance

STEWARDWOMEN staff shall be paid book allowance in line with the recommendations of the training institution. The allowance will take care of scholastic materials and essentials books.

4.2.8 Research allowance

STEWARDWOMEN staff who must undertake research in partial fulfillment of the requirement of the training, will be paid a research allowance to meet research expenses in line with the recommendations of the training institution.

4.2.9 Kilometrage allowance

Kilometrage allowance may be paid to a member of staff who is authorized by the Executive Director to use his/her personal vehicle from home to office for official duties. This allowance shall be consolidated into a monthly allowance commensurate to the officer's status.

4.2.10 Transport allowance

Transport allowance may be paid to a member of staff who uses public transport to travel from home to duty and duty to home on working days. This allowance shall not be concurrently paid with kilometrage allowance and shall not be paid to an officer staying in a house located within a radius of one kilometer from the organization office.

Staff should note that allowances are not a right, but are payable subject to availability of funds and on the discretion of the Accounting Officer.

4.2.11 Hardship allowance

Hardship allowance may be paid to a member of staff resident and working in a location classified by the Board of Directors as difficult to reach and work in with stressful environment caused by violent conflict and insecurity. Hardship allowance shall be paid monthly at a rate approved by the Board of Directors.

5.0 OFFICIAL WORKING TIME

5.1 Working hours

The official working hours for STEWARDWOMEN shall be from 8.00 a.m. to 5.00p.m, Monday to Friday. Employees must be ready to begin work at the starting time and may not leave work without permission until the correct finishing time. All employees shall be required to maintain an 8 hour day and a 40 hour week, which amounts to a regular full-time contract.

5.2 Lunch break

- a) STEWARDWOMEN staff shall on all working days observe a one hour and fifteen minutes lunch break between 12:45p.m. to 2.00pm. However, employees who are provided with lunch or lunch allowance may be required to attend to any matters that may arise during the lunch hour.

- b) The lunch break shall not be “saved” or accumulated to allow more time for lunch or justification for coming to work late or leaving early. The lunch break is designed to allow staff to relax, refresh and reinvigorate.

5.3 Flexi-time

A responsible officer may permit or request an employee to work flexible work schedule (flexi-time) because of operational demands to promote efficiency or better accommodate the needs of the organization or because of the external commitment of staff members. The use of flexi-time when applied shall not increase or decrease the total number of hours an employee is scheduled to work but shall result in the employee beginning or ending the workday at times that are either earlier or later than the official working hours.

5.4 Work breaks

There shall be no formal breaks during the course of the day except the lunch break. An employee who must take an unscheduled break from work must ensure there is adequate coverage prior to leaving the work station and must keep the absence to a minimum. Such unscheduled breaks shall not occur on a frequent or regular basis.

5.5 On call duties

It shall be permissible for a responsible officer to assign an employee to an on-call status for specified periods due to emergency situations. On-call status employees shall be furnished with such call devices as a mobile phone. While on-call, an employee shall be free to engage in personal activities, but shall remain available, without delay, to perform on-call duties as necessary. Any on-call employee called to duty for time which does not fall under the official regular working hours will be compensated for all time actually worked, including travel time by way or overtime payment or being allowed equivalent time off duty.

6.0 PUBLIC HOLIDAYS

6.1 Gazetted public holidays

STEWAROWOMEN employees shall be entitled to rest on all gazetted statutory public holidays with full pay. But local and international women’s days shall be given special consideration. However, members of the Non-Management

support staff who may be required to work on a public holiday will be paid over time or may be granted a day-off in lieu.

6.2 Observance of religious festivals

A member of staff who may be required or with to observe recognized religious festivals, other than those on which a public holiday has been gazetted, must obtain written permission from the Executive Director at least one week in advance. However, such holidays shall be offset against the employee's annual entitlement.

7.0 LEAVE

7.1 General rules about leave

- a) Annual leave entitlement shall be a right; however, the granting of such leave will be subject to the exigencies of service and shall as such be granted at the discretion of the Executive Director who may vary or defer annual leave if the arrangement conflict in any way with the smooth functioning of the organization.
- b) Annual leave shall not apply to volunteers
- c) Special leave of absence, sick leave, study leave and leave without pay shall be a privilege granted by the Executive Director to an employee depending on circumstances and in accordance with these terms and conditions of service.
- d) Maternity leave is a right for all female employees regardless of status. Similarly, paternity leave is a right to all male staff who satisfy condition under which it is granted as provided for in section 7.4 and 7.5.
- e) All leave is subject to the exigencies of the service and the timing and duration of leave must be agreed with supervisors, except in the case of sick leave. Records of all leave taken should be maintained by the Human Resource Officer and entered on individual personal records.

7.2 Annual leave

- a) Annual entitlement of leave shall vest on 1st January of each year and may be taken at any time during a calendar year, provided it is anticipated that an employee shall remain in employment throughout the year. When it is anticipated that an employee will not be in employment for full calendar year,

his or her leave entitlement shall be assessed on the basis of completed months of service multiplied by the appropriate monthly earning rate as stipulated in the contract.

- b) The major purpose of annual leave is diversion, recreation, relaxation and recuperation with a view of restoration or improvement of an officer's efficiency, effectiveness and output. As such all staff shall be required to take leave when due and such leave shall not be converted into cash except in circumstances provided under sub-sections 7.2.8 and 7.2.9.
- c) Requests for annual leave must be submitted at least two weeks in advance, however, before making such requests, employees are required to discuss with their immediate supervisors and agree on the number of leave days to be taken and the exact timing to avoid disrupting the workflow.
- d) All STEWARDWOMEN staff shall apply for annual leave.
- e) An employee may be required to alter his/her annual leave plan and in this regard may be recalled from annual leave if the exigencies of the service so require. An employee recalled from leave shall have his/her leave deferred and shall be reimbursed travel expenses incurred and will be permitted to resume such leave at the earliest convenient opportunity.
- f) All employees are required to resume work on their scheduled day of return from annual leave. Late resumption of work without notification and prior approval of the Executive Director shall be regarded as unauthorized absence and may be the subject of disciplinary action.
- g) In the event of employment termination, including resignation, the approved balance of the employee's annual leave for the year in question shall be calculated against the individual's annual leave entitlement for each month served and the proportionate balance of earned leave shall be paid together with terminal dues.
- h) Any outstanding leave due to a deceased officer having been earned in the year in which the officer died or if carried forward by the rightful authority will be paid in lieu to the named beneficiary as provided for in the Personal Record Form.
- i) All staff of STEWARDWOMEN are entitled to paid annual leave equivalent to 20 consecutive working days.

7.3 Sick leave

- a) An employee shall be granted sick leave for treatment and recuperation in cases of serious illness or injury certified by a duly registered medical practitioner, and approved by the Executive Director. Any abuse of sick leave privileges may lead to disciplinary action. The following shall be the approved periods of sick leave entitlement;
 - The first four (4) months of sick leave shall be granted with full pay on a recommendation of a registered Medical practitioner.
 - A subsequent period of two (2) months sick leave shall be granted on half pay.
 - Thereafter an employee shall be granted sick leave without pay for a final period of two (2) months.
- b) An employee who falls sick should seek adequate medical treatment to speed up the recovery. The employee shall make every attempt to promptly notify the head of function or the Head of Human Resource of his/her condition and inability to report for work. Such an employee shall be required to apply for sick leave.
- c) In case the health condition or injury continues for more than three (3) working days, the employee shall be required to present a medical report from a registered medical practitioner verifying the illness.
- d) Any period of illness occurring during annual leave shall count as sick leave. Employees who fall ill during their annual leave shall be required to submit a certificate from a registered medical practitioner verifying the illness and showing the exact dates of sickness in order to be considered for sick leave.
- e) Where an employee is on sick leave for a continuous period in excess of three (3) months, the Executive Director shall refer the matter to a panel of medical practitioners constituted by the Board of Directors to provide information regarding the employee's health condition and whether or not there is reasonable prospect of the employee's eventual recovery and fitness to resume duty within the next three months.
- f) Upon receiving a medical report stating that there are no reasonable prospects of the employee's eventual recovery and fitness to resume duty, STEWARDWOMEN management shall reserve the right to terminate the employee's contract on medical grounds. In such cases the employee shall be paid all

terminal benefits due in accordance with these terms and conditions of service.

7.4 Maternity leave

A female employee shall as a consequence of pregnancy, have the right to a period of forty (40) working days leave from work on full pay hereafter referred to as maternity leave of which at least two weeks shall follow childbirth or miscarriage. Maternity leave is exclusive of annual leave entitlement. However, any requests for extension of maternity leave after exhaustion of annual leave entitlement shall be considered as leave without pay.

7.5 Paternity leave

A male employee shall indelicately after the delivery or miscarriage of a wife, have a right to five (5) working days leave in a year herein referred to as paternity leave. Any requests for extension of paternity leave shall be charged against the employee's annual leave entitlement if an employee has exhausted the annual leave entitlement then the extension of paternity leave shall be considered as leave without pay.

7.6 Compassionate/bereavement leaves

In the unfortunate event of critical illness or death of a spouse, child, parent, or sibling of an employee, compassionate leave for a maximum period of seven (7) consecutive days with full pay in any one year shall be granted upon request. In such a case, the employee will be required to complete a "Leave Application Form" and attach the relevant documentary evidence.

Requests for additional compassionate leave may be granted at the discretion of the Executive Director. However, any additional days shall be debited against the employee's current or future annual leave or regarded as leave without pay.

7.7 Study leave

Study leave shall be granted in the interest of STEWARDWOMEN to allow an employee who has served for three years and is either partially or wholly sponsored to undertake training locally, regionally or internationally for such a period up-to three (3) years as may be determined by the Board of Directors. Study leave shall be granted with or without pay as determined by the Board of Directors.

Study leave may not be granted for any of the following reasons:

- a) If the training programme bears no relation to the employee's current job to which the employee is likely to be appointed to in the foreseeable future.
- b) If the employee's conduct in the discharge of normal duties is considered unsatisfactory.
- c) If the exigencies of work do not permit the employee to be released for study leave at that particular time.

An employee who requests for study leave shall be required to lodge an official application providing a copy of the admission letter containing details of the training programme including the name of the training institution, the length of study leave as well as the employee's source of funds or scholarship award.

The study leave shall be approved only if the Executive Director is satisfied that the employee can be usefully reabsorbed into the work force at similar or higher position at the end of the study period.

An employee who is granted study leave shall not have any special claim to an enhancement of grade or salary increase by virtue of having successfully completed a course of study or training programme.

During the study leave period, all annual leave shall be deemed to have been taken.

The STEWARDWOMEN management may terminate a study leave at any time if it is established that the employee is not using the study leave for the purpose intended.

7.8 Leave without pay

STEWARDWOMEN shall in exceptional circumstances, on request grant leave without pay up to a maximum period of three months. An extension of leave without pay beyond this period may be granted up to a maximum of six (6) months.

7.9 Leave of absence

The Chairperson of Board of Directors shall grant leave of absence to the Executive Director under any of the circumstances cited above.

8.0 TRAINING AND STAFF DEVELOPMENT

8.1 Purpose of training

STEARWARDWOMEN will continuously build a team which is responsive, motivated and capable of implementing community empowerment programme with loyalty and dedication. Training and staff development will assist individual officers in improving or acquiring technical and professional knowledge, skills and abilities, which are a pre-requisite for the effective performance of their normal duties.

STEARWARDWOMEN will ensure that there is an adequate and balanced supply of skilled, competent and high quality human resource to initiate and sustain development and to provide and maintain services at the desired place and level.

STEARWARDWOMEN will provide for a systematic manner of staff development for all levels of staff through training programme based on identified current or projected training needs. STEARWARDWOMEN will carry out the necessary research to enable the Board of Directors to properly monitor all staff development activities with a view to ensuring that continuous improvement in staff development is achieved.

8.2 STEARWARDWOMEN training committee

STEARWARDWOMEN shall institute a training committee responsible for initiating, coordinating and implementing the annual training and career development plans approved by the Governing Council. The training committee shall be constituted by the Chairperson BoD.

8.3 Assessment of training needs

All training activities shall be based on Training Needs Assessment (TNA) so as to ensure that the training provided is not wasteful of money and other resources and that it concentrates help where it is needed by the organization. Consequently, STEARWARDWOMEN shall facilitate training and staff development opportunities aimed at improving organizational performance.

The nomination of employees to attend training programme, whether internal or external shall be based on the results of the previous performance evaluations,

training needs assessment as well as the principle of merit and equity. Each head of department shall be responsible for assessing the training needs of the staff in the department.

8.4 Training and staff development plan

The training and staff development plan, formulated using the training needs assessment data, shall be used to set individual or work-team training priorities for the year. The training committee shall approve, over see, monitor and evaluate the implementation of annual training and development programme and plans.

All forms of training and career development programme shall be considered for support so long as they are regarded as the most economical means available to satisfy organizational needs for performance improvement.

8.5 End of training report

All employees who participate in any training programme, whether local, regional or international, shall be required upon completion to submit a training report to the training committee. The Human Resource Officer shall submit copies of training reports on all staff who complete training to the Executive Director. The reports shall highlight the course content, benefits achieved, course evaluation and possible transfer of skills to other staff on the station. Staff shall also make available, copies of relevant training materials, training report, dissertation and other publications. Failure to submit an end of training report within one month for a short course and three months for a long course shall result into disciplinary action.

8.6 Career development

STEWARDWOMEN may support employees who take charge of their own personal development by enrolling for private studies in recognized institutions to pursue courses that are directly relevant to their work.

STEWARDWOMEN may support employees to become members for relevant professional associations as a way of enabling them sharpen their skills and keep abreast of changes in their area of specialization as well as upgrade their professional knowledge and skills and maintain awareness to technical developments, procedures and standards, which are relevant to their profession.

8.7 General rules about training and staff development

STEWARDWOMEN shall in principle grant study leave with pay to employees who are either fully or partially sponsored to attend full-time training programme either locally, regionally or at the international level, before they proceed on the course. Permission for short term training shall be granted by the Executive Director.

For avoidance of doubt, long term courses are courses lasting not less than six months leading to the award of a diploma or higher qualification while short term courses last for less than six months with candidates being awarded certificates of attendance.

Only staffs who have served for a continuous period of three years shall be granted study leave with pay.

Staff who obtain scholarships or are admitted for long-term training before serving for three years may be granted study leave without pay.

Employees granted study leave without pay but supported by STEWARDWOMEN shall be bonded to continue in the employment of STEWARDWOMEN after completion of the courses as follows:-

Period	Bonding period
a) Three years or over	3 years
b) More than one year but less than three years	2 years
c) Less than one year	1 year

Such employees may, depending on their training program be exempted from presumption of duties during their vacations until the course of study is completed.

An employee, who willfully leaves STEWARDWOMEN employment after benefiting from a fully or partially sponsored training, shall be required to reimburse the full or proportionate training costs paid as provided for in the STEWARDWOMEN Bonding Agreement. The funds recovered shall be deposited in the Staff Provident Fund.

Staff sponsored for any training program who fail to satisfy the requirement for the award of a higher qualification shall have his/her contract terminated.

9.0 PERFORMANCE MANAGEMENT

9.1 Performance agreement

The purpose of managing staff performance is to link employee activities with the organization's strategic goals. STEWARDWOMEN shall establish a performance management system and ensure that employee performance is evaluated at least once before the end of a calendar year. However, the performance of new employees shall be evaluated at least every month during the probationary period.

The outcome of performance evaluation shall be used to make decisions regarding pay increments, promotions, transfers as well as termination of employment. In addition, the outcome shall be used to identify training needs and to develop training programme aimed at building the capacity of staff to perform to the required level and also to help them reach their full potential.

Each employee shall develop a performance plan at least one month before the beginning of the annual performance cycle, which must be agreed between the employee and the Human Resource Officer or team leader. The performance plan shall describe the activities to be undertaken by the employee during the annual performance cycle and how the outputs shall be measured. It shall also define performance expectations, results to be achieved and the competencies required for attaining the result.

9.2 Monitoring & evaluation performance

The Human Resource Officer shall provide accurate, objective and timely feedback throughout the performance cycle. Feedback shall be provided informally on a day-to-day basis especially during work review meetings. As a prelude to the formal performance evaluation meeting before the end of the financial year, employees shall be required to complete a self-assessment of their own performance covering the preceding performance cycle. This shall be followed by a meeting between the Human Resource Officer or Executive Director and the employee focusing discussion on areas of performance and performance rating. The meeting shall be the basis for developing a performance agreement for the following year, which shall be signed by the employee and the Human Resource Officer or Executive Director.

9.3 Managing unacceptable performance

If at any time during the performance cycle the employee is not performing to the required level, the Human Resource Officer shall first counsel the employee

on the nature of the improvement required and agree a timeframe within which reasonable improvement shall be expected. A record of the meeting shall be kept in the employee's personal file and a copy given to the employee and the supervisor.

After expiry of the agreed period, the Human Resource Officer shall review whether or not the required improvement has been made. Where it is established that the employee's performance continues to be unsatisfactory, the Human Resource Officer shall make a formal report to the Executive Director stating clearly the unsatisfactory aspects of performance, the record of attempts to remedy the problem, and the recommended action. The Executive Director shall consider the matter and take the final action, which may include staff development, lateral transfer, demotion or termination of employment.

9.4 Performance evaluation

STEWARDWOMEN management will review annually the performance of all staff, through a job appraisal review and reporting system on the approved form and in the approved procedure, so as to monitor staff output in relation and relevance to the expectations of the organization. The Human Resource Officer will be required to complete annual reports on all the staff and discuss his observations with the staff concerned to offer corrective advice. Staff assessed as performing satisfactorily will be eligible for consideration for appropriate reward, while those whose performance is assessed as unsatisfactory will be given the appropriate sanction. All staff shall be informed of the outcome of their assessment, giving reasons for the action taken.

The performance of the Executive Director shall be evaluated by the Board of Directors.

Staff assessed as showing outstanding performance in a given year shall be considered for special merit awards.

10. STAFF CODE OF CONDUCT

STEWARDWOMEN staff must perform their duty with dedication, diligence, integrity and justice.

STEWARDWOMEN staff shall observe absolute honesty in their official acts. This injunction shall extend beyond financial considerations to include unmerited advantage of any kind to the person, family or friends.

All staff regardless of rank shall be expected to behave in such a way as to enhance the image of their profession and the organization.

10.1 Oaths

On assumption of duty all newly appointed staff shall take the Oath of secrecy. The oath will be administered by an officer designated by the Board of Directors. Officers who refuse to take the oath shall be regarded as having vacated the office if already in service or disqualified from assuming office in the case of new staff.

10.2 Observance of contractual obligations

All STEWARDWOMEN employees shall be expected to honor their contractual obligations and shall be held personally responsible for the proper and efficient discharge of their duties as well as the efficient and economical use of the organizational resources.

10.3 Observance of hours of work

All Employee shall have strict regard to the hours of work laid down in subsection 5.1 of these terms and conditions of service and as such shall not be absent from duty without permission from immediate supervisors.

It shall be incumbent upon any employee who is unable to report for duty to notify his/her immediate supervisor within 30 minutes of the usual starting time of his/her inability to report for duty stating the reason for failure to report for work and to provide a reliable telephone contact number.

10.4 Observance of duty

An employee shall faithfully and diligently discharge any duties upon which the person placed in authority over him/her shall deem desirable to assign him/her that is beneficial to the organization and shall not engage in any other remunerative or non remunerative service, business, activity, consultancy or any other kind of private work during office hours save with the written consent of the Executive Director.

10.5 Beneficiary care

STEWARDWOMEN employees shall serve members of the public with fairness, promptness, transparency, respect and courtesy with a view to ensuring beneficiary satisfaction and enhancing the image of the organization.

10.6 Dressing

STEWARDWOMEN does not have any specific dress code but shall require all employees to dress appropriately, decently and tidily during office hours. Uniforms and protective clothes shall be provided to some eligible employees who shall be required to dress in such attire and to keep them tidy.

10.7 Engagement in political activities

STEWARDWOMEN staff who intends to seek a political office shall do so in accordance with the existing laws.

An employee shall not engage in political activities i.e. campaigning for self or another candidate. Membership to parties or organizations which concern themselves with political matters and which are active in government shall be permissible but the wearing of clothing, badges or emblems indicating adherence to or support of political parties will not be permitted while on duty.

An employee is entitled to his or her own views on political matters but is not permitted to express those views at the workplace.

10.8 Conflict of interest

While in the course of discharge of official duties, an employee shall not put himself or herself in a position where his or her personal interests conflict, if interest is envisaged, the officer shall be required to inform his or her supervisor of the nature and extend of his or her interest with a view to have an alternative officer undertake the assignment.

An employee shall not directly or indirectly enter into any contract with STEWARDWOMEN in which he/she has a pecuniary interest, whether directly or indirectly.

For the purpose of this Regulation, an employee shall be deemed to have a pecuniary interest in a contract if:-

- a) The employee or his/her nominee is a member of a company or other body, with which the contract is made.

- b) The employee is a partner, or is a director with a person with whom the contract is made or is proposed to be made.
- c) In the case of married persons, interest of one spouse shall be deemed to be an interest of the other spouse.

10.9 Sexual harassment

STEWARDDWOMEN employees shall avoid the use of obscene language, indecent dressing and sexual suggestive and offensive gestures, behaviors and demands which constitute sexual harassment and hence violation of individual rights.

10.10 Consumption of alcohol

Consumption of alcohol during office hours is strictly prohibited.

10.11 Violent behaviors

It shall be a serious offence for an employee to use physical violence, fight or use abusive or insulting language against a fellow staff.

10.12 Communication of information

Any information which comes into the possession of an employee in the course of discharging his or her duties shall be regarded as confidential and shall as such not be divulged to unauthorized persons without the permission of the Executive Director.

Official information shall only be released to the media by officers who have been authorized to do so by the Executive Director.

10.13 Removal, destruction, erasure, and alteration of records

An employee shall not without permission of the officer immediately in-charge, willfully, remove, destroy, erase or alter any record, books or files from the office or section in which they belong or from any other office premises.

10.14 Bribes

An employee shall not in his or her personal or official capacity demand, accept or give any bribe in respect of services he or she should render or receive.

A member of public who corruptly gives or promises or offers any gift, present or reward to any STEWARDWOMEN employee as an inducement is guilty and liable to prosecution.

10.15 Reporting unfaithfulness, fraud etc.

It shall be the duty of an employee knowing or suspecting any unfaithfulness, fraud, error or any concealed practice against the interests and smooth operational of STEWARDWOMEN to immediately make a report to a responsible officer.

10.16 Evidence in court

An employee shall not knowingly give an opinion on the affairs or policy of STEWARDWOMEN to any person desiring to use such opinion as evidence in a court of law against the organization without first obtaining permission from the Executive Director.

10.17 Financial loss

An employee shall not by commission or omission, directly or indirectly cause financial loss to the organization

10.18 Security

No goods, parcels or materials of any kind belonging to STEWARDWOMEN shall be taken out of the premises without official permission in writing.

10.19 Right of search

STEWARDWOMEN security staff shall have the right at all times to search any employee or to examine any parcel or property being taken into or out of the organization's premises by employees and non members of staff.

10.20 Sanctions for breach of code of conduct

Any breach of the staff code of conduct may, depending on the gravity of the breach or omission result in disciplinary action including dismissal.

11. Discipline

STEWAROWOMEN recognizes that some employees will occasionally fail to meet performance requirements or will deviate from the organization's code of conduct, procedures and policies. Cases of indiscipline and poor performance of employees will be handled by the Mentoring and Disciplinary Committee constituted by the Board of Directors.

The Finance and Administration Committee of the BoD shall be responsible for mentoring and disciplining the Executive Director.

11.1 Minor offences

Minor infringements of discipline shall normally be dealt with on their first level of occurrence by the immediate supervisor on the spot by an informal oral warning or reprimand.

Where the facts of the case appear to call for action above an informal warning, a more senior member in line of management shall consider the matter. The employee concerned shall be given the opportunity to state his/her case.

If the case merits it, the employee shall be given a formal oral or written warning or reprimand which shall be recorded on his/her file. The employee shall be told of the nature of the offence, the improvement necessary, and the likely consequences of further repetition.

11.2 Serious offences

Serious offences committed within employment, or on the repetition of an offence for which a formal warning has already been given, shall be considered by an officer designated by the Executive Director.

Where the Executive Director or a designated officer considers it necessary to institute disciplinary proceedings against an employee, he shall forward to the employee a statement of the charges against him/her and shall invite the employee to state in writing, before a date to be specified, any grounds which he/she relies to exculpate oneself.

In case of particular complexity, and if the employee has not exculpated him/her self sufficiently, the case shall be referred to the Mentoring and Disciplinary Committee.

If, after consideration on the grounds on which an employee relies to exculpate himself/herself, the Mentoring and Disciplinary Committee is of the opinion that

further investigation is not necessary, the Mentoring and Disciplinary Committee shall forthwith decide on the form of punishment to be meted on the employee.

An employee on whom any punishment is meted by the Mentoring and Disciplinary Committee under the delegated powers shall reserve the right to appeal to the Board of Directors. The ruling of the Board of Directors shall be final.

11.3 Offences warranting disciplinary action

Disciplinary action which may lead to dismissal shall be taken against an employee for gross misconduct including:-

- a) Conviction of a serious criminal offences;
- b) Absence from duty without permission or reasonable cause;
- c) Drunkardness while on duty;
- d) Willful neglect or carelessness in performing any work which is the duty of an employee to perform carefully and properly;
- e) Refusal to obey any instruction or order issued by the Executive Director or his/her duly authorized representative;
- f) Dishonesty or misconduct prejudicial to the standing of the Organization;
- g) Misappropriation of the Organization's funds;
- h) Serious pecuniary embarrassment;
- i) Causing financial loss to the Organization.
- j) Sexual harassment.

11.4 Disciplinary measures

The following disciplinary measures shall be imposed on a member of staff who commits any breach of discipline such as cited in 11.3.

- a) warning including severe reprimand;
- b) recovery of the cost or any part of the cost of an loss or breakage caused by default or negligence provided no such cost has been recovered by surcharge action;
- c) stoppage or suspension of salary;
- d) demotion or reduction in rank/seniority;
- e) termination of appointment/contract;

11.5 Disciplinary procedures

11.5.1 Suspension from duty

If the nature of an offence warrants, the employee who has allegedly committed an offence may be suspended from the exercise of the powers of functions of

his/her office by the Executive Director, while the alleged misconduct is being investigated. An employee who is suspended shall receive half of his/her salary.

11.5.2 Reinstatement

An employee who is not found guilty as a result of the investigation shall be reinstated by the Executive Director and will be entitled to the amount of the emoluments he/she would have received if he/she has not been suspended. But if he/she is found guilty and punished as a result of the investigation, he/she may forfeit such emoluments.

11.5.3 Speedy conclusion of disciplinary proceedings

The saying that justice delayed is justice denied shall guide all disciplinary proceedings. It is essential that when disciplinary proceedings are instituted against any member of staff, they should be brought to a speedy conclusion. Officers initiating the proceedings must ensure that the submissions are full and factual, that events which led to disciplinary action are isolated as to place and time, and that supporting written evidence is properly annotated so as to facilitate speedy handling by the appropriate authority.

11.5.4 Observance of the rule of natural justice

In all disciplinary cases of whatever description, the rules of natural justice shall apply. Those handling such cases must be impartial and both sides must be heard. No member of staff shall be subjected to any punishment whatsoever without first being informed in writing, what he or she has done wrong or omitted to do and being given an opportunity to make his or her defense in writing.

11.5.5 Conviction of criminal charges

- a) If criminal proceedings are instituted by the organization against an employee, he/she may be suspended from duty pending the outcome of such criminal proceedings. No disciplinary action by STEWARDWOMEN shall be taken against an employee during such suspension regarding the matter on which he/she has been charged.
- b) If an employee is convicted of any criminal charge, STEWARDWOMEN shall terminate his/her services, with or without benefits.

11.5.6 Acquittal on criminal charges

An employee acquitted on a criminal charge shall not be disciplined on any charge upon which he has been acquitted or any other charge that raise substantially the same issue as that on which he has been acquitted.

11.5.7 Termination for inefficiency/incompetence

STEWARDWOMEN may terminate the service of or demote any employee who is inefficient/incompetent upon receipt and consideration of a report to that effect from the immediate supervisor provided the concerned employee shall be afforded a chance to show cause why his/her services should not be terminated or why he/she should not be demoted for inefficiency or incompetence.

11.5.8 Termination for accumulated warnings

STEWARDWOMEN may terminate the services for an employee who has accumulated three written warnings in respect of misconduct in a period of one year.

11.5.9 Payment for damaged/embezzled property

Without prejudice to any other disciplinary action, STEWARDWOMEN may require any employee who loses or damages organization property or who misappropriate funds to make good of such loss or damage or misappropriation.

11.5.10 Appeals

Any employee aggrieved by any disciplinary action may appeal to or seek review of his/her case by the Mentoring and Disciplinary Committee through the Executive Director. Such appeals shall be addressed to the Board of Directors. The decision of the Board of Directors shall be final.

12 GRIEVANCE HANDLING PROCEDURES

STEWARDWOMEN shall endeavor to provide conducive working environment for her employees. Part of this commitment shall be through encouraging an open and frank atmosphere in which any work related problem, complaint, suggestion, or question is answered quickly and accurately by immediate supervisors or heads of functions. Grievances shall always be settled as nearly as possible to the point of origin and at the earliest possible time.

Employees shall be encouraged to offer positive and constructive criticism about the organization and their operational units. Where an employee disagrees with the established rules of conduct, policies, or practices he or she shall express such concerns through the procedure provided in section 12.4.

No employee shall be penalized, formally or informally, for voicing a complaint with the Board of Directors in a reasonable, businesslike manner, or for using the grievance resolution procedure.

In a situation where an employee believes that a condition of employment or a decision affecting him or her is unjust or inequitable, he or she shall follow the following steps in pursuit of addressing the problem.

Step 1

The employee shall present the problem in writing to the immediate supervisor within five (5) working days of the incident. However, if the immediate supervisor or head of function is personally involved, the employee may begin with Step 3 below.

On receipt of the complaint, the immediate supervisor must respond to the problem during the initial discussion or in writing within five (5) working days of notification of the incident. The immediate supervisor shall consult with the Executive Director where necessary. However, if the problem is about discrimination or harassment, the immediate supervisor shall report the matter to the Human Resource Officer for investigation. The immediate supervisor shall document the discussion for the record.

Step 2

If the problem is not resolved to the employee's satisfaction within five (5) working days, by the immediate supervisor, the employee may present the problem to the head of function. The function head may respond during discussion or in writing within seven working days. The function head shall consult with the Executive Director if necessary. The function head will document the discussion for the record.

Step 3

If the problem is still not resolved to the employee's satisfaction by the head of function within seven (7) working days, the employee may present the problem to the Human Recourse Officer in writing, who shall investigate the matter

including speaking with the immediate supervisor, the head of function, other employees or anyone familiar with the incident. The Human Resource Officer shall attempt to mediate the matter and have the problem resolved.

Step 4

As a final step, if the matter is still not resolved to the employee's satisfaction by the Human Resources Officer within seven (7) working days, the employee shall request a review and decision by the Executive Director in writing. The Human Resources Officer shall frame the issue to be reviewed, and provide the results of the mediation/investigation before the Executive Director who shall schedule an audience with the employee and render a final and binding decision.

At any stem during the hearing, an employee may have the assistance of an advisor of his or her choice to assist, consult with, and provide advice on his or her behalf. The immediate supervisors may have similar assistance from advisors of their choice. However, such advisors must be employees of STEWARDWOMEN.

When an employee does not appeal to the next level within seven (7) days after the resolution, the grievance shall be deemed settled at the previous stage. Time limits may be extended only by mutual written consent of the parties due to extenuating circumstances.

STEWARDWOMEN recognizes that not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems where employees and management can develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

13. HANDING OVER AND TAKING OVER

13.1 What should be handed over

Concise handing-over notes listing important matters of the following kind shall be written by the out-going officer and signed by the in-coming officer or any other designated officer with a copy to the Executive Director. The handover note shall include:

- a) Major policy issues which the out-going officer was concerned with and matters of current concern which have not been completed.
- b) Notes on regular engagements which pre-occupied the out-going officer in which the incoming officer shall be concerned.
- c) Lists of assets and liabilities and any accountable documents which have to be handed over and signed for. Where cash is involved, cash shall be checked, verified, and the cash book balance taken.
- d) Bank accounts are involved a bank reconciliation for each account shall be made.

13.2 Handover check-list

The following check list shall be followed whenever a handing over and taking over takes place:-

- a) Incoming officer reports to the head of the organization.
- b) Outgoing officer introduces the incoming officer to the staff of the organization and explains their duties, in particular the incoming officer should be introduced to officers that he or she will closely work with.
- c) The outgoing and the incoming officers discuss the office routine paying particular attention to the chain of command.
- d) The two officers will discuss the schedule of duties.
- e) The officers shall discuss the major outstanding issues
- f) The outgoing officer shall hand over any items listed in the hand over notes and where cash is involved it shall be handed over in accordance to accounting instructions.
- g) The Internal Audit Unit shall witness the handover

13.3 Handing over a prerequisite for payment of terminal benefits

Payment of terminal benefits to a member of staff leaving the organization under circumstances provided in section 15.2 of this manual shall be effected only after the officer has satisfactorily handed over his/her previous office.

13.4 Failure to handover

Any former employee who without satisfactory explanation fails to handover office for a period exceeding 30days from the date of termination of his contract shall be compelled to handover through legal means.

Where legal means is used to enforce handover the culprit shall compensate the organization for the period the organization was not able to utilize the office and

other assets not handed over. The computed cost plus the cost of legal expenses shall be off set from the employee's terminal benefits.

14. RECORDS MANAGEMENT

14.1 Handling of official records

It is essential that all officers should exercise the greatest caution in handling information and documents which come into their possession in the course of their duty.

All documents that are received by any employee in the course of discharging his/her official duties shall be treated as confidential and as such shall not be communicated to any third party without authorization from a responsible officer. To enforce confidentiality of information, all Steward-Sudan staff shall on first appointment be required to take an oath of secrecy.

14.1 Secret information

Strict secrecy shall be observed with document classified as such and divulging of such information shall be graded as a serious offence and may lead to summary dismissal.

The attention of all officers is drawn to the Official Secrets Act which makes it a criminal offence, punishable by imprisonment, for any person to divulge to any non authorised person information which has come into his or her possession, the divulgence of which shall be prejudicial to the organization.

14.2 Personnel records

A personal file shall be opened and kept on all staff. On appointment each employee shall be required to complete a personal record form as provided in Annex 2 which shall be kept on his/her personal file. It shall be the duty of each employee to maintain the record up to date as payment of terminal benefits shall depend on facts on the form.

15. EMPLOYEE BENEFITS

STEWARDWOMEN STAFF PROVIDENT FUND SCHEME (SPFS)

15.1 Membership

All employees of STEWARDWOMEN shall be members of the staff provident fund scheme (SPFS) from the date of assumption of duty, except volunteers.

15.2 Guidelines

Regulations applicable to the staff provident fund scheme shall be spelt out in the STEWARDWOMEN Staff Provident Fund Scheme Regulations.

15.3 Members' register

A Membership Register in which personal details of all members will be entered shall be opened and maintained by the Secretary to the Board of Directors.

15.4 Personal identification number

In the membership register, each member shall be assigned a Personal Identification Number.

15.5 Membership card

Each member shall be issued with a membership card to the Provident Fund Scheme bearing his/her Personal Identification number and on which a Passport Size Photograph shall be affixed

15.6 Members and employers contribution to the fund

- a) Each member shall contribute through salary deductions five 5% of his/her gross salary and STEWARDWOMEN shall contribute 10% of employee's monthly gross salary to the SPFS;
- b) The deduction can only be effected when the staff accesses the payroll. In case a member assumes duty on or after the fifteenth day of the month, contributions will be effected from the first day of the following month.
- c) The monthly deductions shall be stopped from the date a member ceases to be an employee of STEWARDWOMEN.

15.7 Nomination of beneficiary to the fund

- a) Every member of SPFS shall nominate a person who shall be a beneficiary of his/her share to the provident fund by completing the prescribed Nomination Form (No. SPFS)
- b) In the event of the death of a member while in the service of STEWARDWOMEN, all dues to the member, under the Staff Provident Fund Scheme shall be paid to the named beneficiary in 15.1.7(a)

15.8 Loan facilities

The Board of Directors shall have the power to extend short term and long term loans to members of the provident fund.

15.9 Short term loans

- a) A Short term loan is for a period of twelve (12) months
- b) A member shall be eligible to receive a short term loan, up to a maximum of 100% of his/her accumulated contribution.
- c) A member shall be required to submit a duly signed application for a short term loan to the Board of Directors on a prescribed form for approval
- d) Where approval is obtained and the loan paid, the loan shall be recovered from the members salary as hereunder:
 - i. A 10% interest charged on the principal amount shall be deducted in two installments effective from end of the month in which the loan is disbursed.
 - ii. The Principal amount shall be recovered in not more than 10monthly installments after the recovery of the interest in the first two months.
- e) A member shall not be eligible to apply for another short term loan, unless and until the earlier loan and interest accruing thereon is fully recovered.

15.10 Long term loans

- a) A long term loans is for a period of thirty six (36) months
- b) A member shall be eligible to receive along term loan up to 100% of his total savings after serving for three years
- c) A member shall be required to submit a duly signed application for a long term loan to the Board of Directors on a prescribed form for approval.
- d) Where approval is obtained and the loan paid, the loan shall be recovered from the members salary as hereunder:

- i. A 12% interest charged on the principal amount shall be deducted in four installments effective from end of the month in which the loan is disbursed.
- ii. The Principal amount shall be recovered in not more than 32 monthly installments after the recovery of the interest in the first four months.

15.11 Allocation of interest to members

At the end of every year, the net interest earned by the SPFS in respect of members and Steward's contribution shall be allocated to members in proportion to the member's contribution.

15.12 Recovery of loans from former members

In the event of death or termination and resignation of a member from the service of the organization, any outstanding loan balance shall be offset against the amount due to the member as final terminal benefits.

15.13 Concurrent access of short term and long term loans

It shall not be permissible for a member to access a short term and a long term loan concurrently.

15.14 Staff Insurance scheme

All STEWARDWOMEN staff, shall be insured under Group Personal Accident Policy (GPAP)

15.15 Group personal policy

STEWARDWOMEN shall secure a 24 hours group personal accident insurance policy to cover all staff against permanent and temporary disability arising out of an accident.

15.6 Death benefits

15.6.1 Death of an employee

The death of a STEWARDWOMEN employee shall be reported by the quickest means possible to the Executive Director for purposes of making quick burial arrangements. The report should include the date, time and place of death and

circumstances that led to the demise of the staff supported by a copy of a death certificate.

In addition to any benefit due to the staff member in respect of provided fund, STEWARDWOMEN shall meet the cost of a coffin, transportation of the body, family and property for the deceased member of staff to his/her burial place and make a contribution towards other funeral expenses.

15.6.2 Ex-gratia payment

STEWARDWOMEN shall make an ex-gratia payment of three months salary to the named beneficiary of a staff who dies while in service.

16. EMPLOYEE SEPARATION

16.1 Termination by notice

- a) Employment in STEWARDWOMEN may be terminated in writing by either the employee or employer giving the other party notice or payment in lieu of such notice. An employee who wants to terminate his/her contract or when STEWARDWOMEN intends to terminate a contract of an employee, shall be required to give not less than one month notice or pay the equivalent in lieu of notice.
- b) The notice period shall take effect from the date of receipt of the notice by the receiving party.

16.2 Resignation

All STEWARDWOMEN employees shall have the right to terminate their employment at any time during the course of employment provided they give the stipulated written notice or pay salary in the lieu of notice. Such termination, which is initiated by the employee, shall be referred to as resignation.

A written resignation shall not become effective until accepted by the appropriate appointing authority in writing within fourteen (14) days from the date of receipt of resignation.

16.3 Redundancy

STEWARDWOMEN may terminate the services of any employee at any time in the event of staff reduction occasioned by restructuring, unavailability of funds

or a decline in demand for the service provided by the employee. In such cases employees shall be paid three months salary in lieu of notice.

16.4 Dismissal

If an employee commits a breach of discipline which after final investigation is considered sufficiently serious to justify dismissal, the employee shall be dismissed from employment. An employee who commits an offence that attracts dismissal shall lose entitlement of terminal benefits for the on-going contracts.

Any of the following offences may amount to gross misconduct so as to justify dismissal of an employee.

- a) If without leaver or other lawful cause, an employee is absent from the proper workplace or any other place considered as the normal place of work for 7 consecutive working days.
- b) During normal working hours, by becoming intoxicated with illicit drugs or alcohol, an employee is unwilling or incapable of proper job performance.
- c) If an employee willfully neglects to perform work that has been equitably and fairly allocated to him/her and which is within the employee's duties and contract of employment.
- d) If an employee's work performance is deemed careless and improper, without due regard to deadlines, quality and reasonable care.
- e) If an employee uses abusive or insulting language, or behaves in a manner insulting to those placed in authority to supervise and evaluate his/her performance.
- f) If an employee knowingly fails to, refuses to obey a lawful and proper request to perform a task or an assignment, which is within the scope of the employee's assigned role or job description, particularly when the request is issued by a person in authority to supervise and evaluate the employee's performance.
- g) If an employee uses physical violence against another employee, a member of Board of Directors, community or any other person and causes bodily harm during the course of work.
- h) If an employee is convicted for a criminal offence punishable by imprisonment.
- i) If an employee commits or is reasonably suspected of having committed a criminal offence to the substantial detriment of organization property, such offences may include misappropriation of organizational property or unlawfully converting organizational resources for personal use.

- j) An employee charged with a criminal offence, may be suspended from duty without pay, pending consideration of the case. Such consideration shall be whether the offence is arising from or having a bearing on ones employment.
- k) If the offence is unconnected to ones employment, consideration shall be whether the offence is one that makes the individual unsuitable for continued employment. Employees should not be suspended solely because a charge against them is pending in a court of law.

16.5 Abandonment of duty

An employee who fails to turn up for duty for seven (7) consecutive working days without satisfactory explanation is subject to termination of employment on grounds of abandonment of duty.

An employee who fails to return from leave within seven (7) consecutive days without satisfactory explanation is subject to termination of employment on the grounds of abandonment.

If at any time within five (5) working days of termination due to abandonment a full-time employee provides satisfactory explanation of the cause of the absence, the Executive Director may consider reinstating the employee with severe reprimand.

An employee who has abandoned employment and has been terminated is not eligible for future employment with STEWARDWOMEN.

16.6 Death

In the event of death of an employee, the date of separation shall be the date of death.

17. HIV/AIDS AT THE WORKPLACE

HIV/AIDS epidemic shall be regarded like any other serious health condition at the workplace. STEWARDWOMEN shall commit herself to address all aspects of HIV/AIDS in the workplace so as to enable management and employees to actively contribute towards the prevention, control and management of the disease. The organization shall further create awareness on HIV/AIDS in order to reduce the spread of the disease and prevent new infections.

17.1 Communication guideline on HIV/AIDS

STEARAWOMEN shall provide HIV/AIDS education to all employees to help them understand how HIV/AIDS is transmitted and to reduce unrealistic fears to contracting HIV/AIDS at the workplace. Medical experts have found that HIV/AIDS does not present a risk to the health or safety of other employees or clients through either casual or close contact that occurs during normal work activities. Breathing the same air, using the same lavatories, touching a common piece of paper, or using the same telephone, cannot result in the transmission of HIV/AIDS. Employees are expected to maintain working relationships with employees/colleagues diagnosed with HIV/AIDS. Employees shall be made to understand that HIV/AIDS can be transmitted through the following ways.

- a) Sexual contact through transmission of semen or vaginal fluids.
- b) Intravenous drug administration with contaminated needles.
- c) Administration of contaminated blood or blood products.
- d) Passage of the virus from infected mothers to their foetus, unborn as well as newborn.

17.2 Non-discrimination and elimination of stigma

- a) STEARAWOMEN shall not discriminate against any qualified individual with HIV/AIDS infection with regard to job application, recruitment, job advancement, training, medical, insurance cover or in respect to participating in any other developmental activities.
- b) Employees living with HIV/AIDS shall be afforded the same rights and privileges, and will have the same obligations as other employees.
- c) Discrimination, whether direct or indirect, on the grounds of HIV/AIDS shall be considered serious misconduct.

17.3 Confidentiality

Employees or prospective employees with HIV/AIDS are under no obligation to inform management or any employee about their status and are entitled to confidentiality of their medical condition and medical records.

All employees shall treat information of an employee's HIV/AIDS status as confidential and shall not disclose that information to any other person without the employee's written consent.

17.4 Recruitment and continued employment

- a) Successful job applicants for employment may pass a standard pre-employment medical examination provided in Annex 2; however, this shall not include HIV/AIDS testing.
- b) Employees who are diagnosed with HIV/AIDS may continue to work if they are deemed medically able to work and can meet acceptable performance standards.
- c) An employee shall not be dismissed or terminated based solely on the status of HIV/AIDS.
- d) The policies and procedures pertaining to termination of employment on grounds of ill health that apply to all employees, shall also apply to employees who have HIV/AIDS.
- e) All grievances about issues related to HIV/AIDS shall be handled according to the problem resolution framework provided in section 11.0.

17.5 Prevention of HIV/AIDS

STEARAWOMEN shall ensure that all staff are informed and sensitized about HIV/AIDS prevention. Sensitization on HIV/AIDS prevention and use of information, education and communication materials shall target all levels of staff at the workplace. The organization shall allow staff to access HIV/AIDS prevention materials if provided by STEARAWOMEN or by charitable organizations.

17.6 HIV/AIDS counseling and testing

- a) STEARAWOMEN shall encourage employees to voluntarily undertake HIV/AIDS counseling and testing in order to know their HIV status.
- b) Adequate pre and post test counseling shall be provided whenever tests are carried out.
- c) Tests results shall be confidential and shall not be disclosed to a third party without prior consent of the patient.

17.7 Social dialogue

STEARAWOMEN shall promote active involvement of all staff in HIV/AIDS prevention activities and encourage staff to exchange ideas on the effects and impact of HIV/AIDS.

17.8 Care and support of workers infected with HIV/AIDS

STEARAWOMEN shall strive to develop a working environment in which employees can feel safe to discuss their HIV/AIDS status, or that of their partners and their family members without fear of stigma. Creating a climate of openness about HIV/AIDS is an effective prevention and care strategy that shall be pursued.

When an employee is no longer able to continue in employment due to ill health, it is the policy of the organization to obtain a medical practitioner's assurance of the employee's fitness to resume duty. If the employee can resume duty on part-time basis, suitable reasonable accommodation shall be considered as with any other employee with a disability, to enable the employee to meet established performance criteria. Such reasonable accommodation may include, but is not limited to, flexible or part-time working schedules, leave of absence, work restructuring or reassignment.

17.9 HIV guide line review

STEARAWOMEN shall follow the process of medical research on HIV/AIDS infection. This guideline will be reviewed on a regular basis to take into account the progression of the epidemic, developments in medical care, experience and managing it in the workplace, and its impact on employee output and benefits schemes. If any significant developments occur, these guidelines shall be modified.

18. Employee acknowledgement

These Terms and Conditions of Service shall be made available to all employees appointed to join STEARAWOMEN through their Heads of Departments as well as the office of the Human Resource Officer.

Whenever an employee has a query on any aspect of the terms and conditions of service he/she shall be encouraged to consult the Human Resource Officer for clarification, interpretation or confirmation of the official position.

In this regard, all STEARAWOMEN contracts of employment shall contain a final paragraph that will require each employee to acknowledge that they have read and accepted the Terms and Conditions of Service as follows:

I Mr./Ms./Mrs./ _____ have read and agree to STEARAWOMEN Terms and Conditions of Service. I understand that violation of any of these conditions may result in disciplinary

action, including possible dismissal, as well as all civil and criminal liability being taken against me.

1) Employee (Full Names): Signature:

Date:

2) Executive Director (Full Names): Signature:

Date: