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HUMAN RESOURCES MANUAL

Terms and Conditions of Employment for Locally Engaged Personnel

**Northern Uganda Resilient Initiative -NURI
2019-2020**



Preface

This Human Resources Manual sets out the conditions of employment for locally engaged personnel contracted to the Northern Uganda Resilience Initiative Coordination Function (NURI CF) and Resilient Agricultural Units (RAUs) unless otherwise agreed. It describes the human resources management policies, conditions of employment, regulations, and terms and conditions of service for locally engaged personnel, which are referred to as the “**Conditions of Employment**”.

This Human Resources Manual contains both terms and conditions of employment. To the extent required by S.59 of the Employment Act 2006, the contents of this manual along with the letter of employment shall constitute the written particulars of employment, that is to say:

- a) Full names and addresses of the parties to the contract.
- b) Commencement date from which the employee’s period of continuous service for purposes of the Act shall commence.
- c) The job title of the employee
- d) The wages of the employee or the means by which they can be calculated; the intervals at which they will be paid and deductions or other conditions to which they shall be subject
- e) Normal hours of work
- f) Annual leave entitlement
- g) Terms and conditions relating to incapacity for work due to sickness or injury, including provision for sick pay;
- h) Length of notice of termination

All policies and procedures provided in this manual in excess of the requirements of Section 59(1) of the Employment Act (highlighted above) and minimum statutory requirements shall be categorized as conditions of employment which may be changed by the NURI management in consultation with the locally engaged staff.

Any changes to the written particulars of employment shall require staff consent.

Signature to the personalised “Letter of Employment”, which is provided to each locally engaged person contracted to the NURI programme, confirms acceptance of HR terms and conditions and signals a commitment to comply with them.

Failure to observe the terms and conditions of Employment may result in disciplinary action.

The terms and conditions of employment will be reviewed from time to time by the NURI program top management. NURI program top management in consultation with the Royal Danish Embassy may introduce revisions as required.

They will at all times remain in compliance with the statutory laws of Uganda. In instances where major changes to the Conditions of Employment are proposed, staff will be duly notified of amendments in advance of them being introduced.

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SECTION ONE – FUNDAMENTALS

1.1. NURI BACKGROUND

The Northern Uganda Resilience Initiative (NURI) is a Danida funded program implemented in selected areas of Northern Uganda from 2019 to 2022. The objective of NURI at outcome level is enhanced resilience and equitable economic development in supported areas of Northern Uganda, including for refugees and refugee-hosting communities. Concretely, NURI will pursue this objective by supporting climate smart agriculture, rural infrastructure, and water resources management. In order to support Uganda's progressive refugee policy and the nexus between development and humanitarian action, refugees and their host communities will be among the beneficiaries.

1.2. CODE OF CONDUCT

It is at all times the obligation and responsibility of an employee to contribute to and protect the reputation of the NURI programme through polite and flexible behaviour towards the people we encounter through work. Within NURI we emphasise an open working environment based on mutual trust and respect for colleagues. Employees are expected to maintain this.

1.3 CONFIDENTIALITY

Employees shall be expected to exercise the highest level of confidentiality and loyalty regarding the handling of official information encountered during the course of their duties. Employees shall therefore not communicate or cause to be communicated for any reason whatsoever, either during or following their employment with NURI, any secret or sensitive information made available to them in their official capacity, whether such information relates directly or indirectly to the affairs of the programme.

Publishing or broadcasting any information or personal opinion piece related to NURI business which has not been cleared for publication by the management, and which may be harmful to the reputation of the programme shall invite disciplinary action.

1.4. OUR PRINCIPLES

Our work in the NURI programme is governed by a set of principles concerning:

Conflict of interest - We will avoid any conflict - real or potential - between our personal interests and the interests of NURI. We will promptly report any occurrence of such conflict.

Misuse of official position and NURI resources - We will not seek to influence for private purposes any person or body by using our official position or offering them personal advantages. Likewise, we will not use NURI property, facilities, services and financial resources for private purposes except when permission is lawfully given;

Respect for laws - We respect the laws of the countries in which we work;

Proper personal conduct - We will ensure that our private conduct does not compromise our role as NURI employees;

Active and passive bribery - We will not give, solicit or receive directly or indirectly any gift or other favour that may influence the exercise of our function, performance of duty or judgement. This does not include conventional hospitality or minor gifts (which must be declared to management);

Anti-corruption - In accordance with the principle of “zero tolerance”, we are obliged to report suspicion or evidence of corruption committed by colleagues or others;

Openness and transparency as a rule, confidentiality when required - We will strive to achieve maximum openness and transparency towards our external constituencies. However, confidentiality will be applied when necessary to safeguard the rights of our partners, staff and others;

Non-discrimination - In our work we do not discriminate in respect of gender, colour, religion, culture, education, social status, ethnic belonging or national origin or any other status;

Dissemination of the Code of Conduct - We will make our Code of Conduct known to our professional partners.

Observance of the Code of Conduct - We will respect the principles of the Code and we will report any evidence or suspicion of breaches to the Code. The responsible superiors will ensure the legal rights and due protection of the whistle-blower and the accused before, during and after any investigation.

SECTION TWO – RECRUITMENT AND SELECTION

2.1. EQUAL OPPORTUNITY EMPLOYMENT

NURI is an equal opportunity employer and does not discriminate against anyone because of race, tribe, religion, colour, gender, age, national origin or disability. This equal employment opportunity policy extends to all aspects of the employment relationship including hiring, training, compensation, disciplinary action and termination.

NURI 's recruitment and selection policy aims at eliminating unfair recruitment practices and raising the probability of hiring only the most suitably qualified employees.

2.2. TYPE OF EMPLOYMENT CONTRACT

Locally engaged personnel will be contracted to NURI on a fixed term contract basis, for the time period stipulated in their “**Letter of Employment**”. Unless terminated in advance of the agreed date of termination for some reason, employment will end on the agreed date of termination without any further notice by either party.

2.3. LETTER OF EMPLOYMENT

Before taking up duties with NURI, every employee will receive a “Letter of Employment” (in duplicate) setting out duties, starting salary, start date etc. The employee will be given a copy of the Human Resources Manual, stipulating the terms and conditions of employment that apply to locally engaged personnel.

A copy of the Letter of Employment signed by the employee will be placed in his/her personal file, together with a signed and witnessed “Declaration of Acceptance” form and a solemn pledge (annexed on the last page of this document). Taken together these signed documents indicate acceptance of the NURI terms and conditions of employment.

2.4. BIO DATA FORM

Upon engagement, employees will be required to fill a bio data form which will be issued by the Human Resource office. The form will include the following details: full names as they appear on official documents; permanent home address; marital status; names of spouse and biological children; date of birth; existing health/life/medical insurance; bank and account number; TIN number; NSSF number; and name of next of kin, relationship and address, and any other necessary information. Employees should notify the HR/Admin office of any changes in their bio data form details as soon as they occur.

2.5. INDUCTION/ORIENTATION

At the time of joining NURI the employee shall be taken through an orientation programme by his/her immediate supervisor with support from HR office. During this programme which must take place within the first month, the new employee will receive basic information regarding the mission and objectives of the programme, as well as detailed information about their role.

2.6. PROBATION PERIOD

All newly recruited NURI employees will be on probation for a period of three (3) to six (6) months to cater for probationary performance review. Before the end of the probationary period, the employee will undergo an interim appraisal. The employee's immediate supervisor will review and evaluate the employee's performance and make his/her recommendation to the NURI management for a decision to either issue a letter of confirmation, extension of probation or termination as appropriate. The probation period may be extended for a further period of 3 months at the discretion of the management, with the consent of the employee.

During the probationary period, either of the parties to the employment contract shall give 14 days' written notice before termination of employment or pay 7 days' wages in lieu of notice.

2.7. PROMOTION

A staff at a lower position with the required qualifications may be promoted to a higher position on recommendation of the employee's immediate supervisor to the management. Management will assess the suitability of the proposed candidate and decide on the promotion of the candidate.

2.8 DEPLOYMENT POLICY

NURI reserves the right to re-deploy/designate any member of staff between jobs in order to meet the NURI program objectives. The basis for making deployment decisions will be work allocation and distribution with the intention of optimising utilisation of internal capability and resources.

2.9 TRANSFER PROCEDURES

NURI may initiate staff transfer after careful consideration at any time in response to the needs of the program. At no time shall a transfer result into a surplus of employees.

c) Transfer may be initiated by management for the following reasons:

- 1) More efficient use of employees;
- 2) To avoid new recruitment;
- 3) Occupational rotation;
- 4) Other legitimate administrative reasons.

d) A staff must have been in their present position for a minimum of six months before they are eligible for transfer.

f) Transfer may be requested by employees for the following reasons:

- 1) Health problems substantiated by a doctor's certificate;

- 2) Proximity to institutions of higher learning or other substantiated personal reasons of great importance to the program provided that it is acceptable to NURI management.
- g) When a staff member transfers to a new place of work, the supervisor with support of the HR coordination office shall prepare the transfer letter to be signed by the Regional Coordinator in consultation with the Programme Management Advisor.
- h) Transfers will be with no change in pay and benefits for the employee, unless there is also a change in role.

2.9.1 TRANSFER COST CONTRIBUTION

When NURI initiates a staff transfer, a transfer contribution of an agreed amount as sanctioned by PMA will be paid. Such funds shall be paid to assist in movement of personal effects or other transfer costs.

Transfer contribution will be paid only to staff already in NURI's employment. New hires who have been appointed and deployed to respective NURI duty stations following an external hiring process are not eligible for any such contribution.

2.9.2 Transfer Approvals

All transfers shall be approved by NURI top management in consultation with the supervisors of the transferring staff.

SECTION THREE – GENERAL POLICIES AND PROCEDURES

3.1. HOURS OF WORK

Official working hours for locally engaged staff based at the NURI secretariat are from 08:00 am to 16:00 Monday through Thursday (inclusive of a 30-minute lunch break) and from 08:00 to 13.00 on Friday (without a lunch break)

In consideration of the nature of duties for staff based in Resilience Agricultural Units, the official working hours are 07.30am to 17.00 Monday through Thursday and from 07.30 to 13.00 on Friday.

Staff are expected to report on duty punctually. However, it is recognised that occasionally it is necessary for staff to arrive late or leave early for personal reasons. In such cases, staff should make arrangements with their line manager for such absences and plan to make up the time away during a lunch hour or by working later or arriving early on another day.

If for some reason the staff member cannot arrive at work on time, s/he should contact his/her line manager by 08:00 hours to communicate the reason and the duration of such absence. Unauthorised habitual absences may be penalised by loss of pay for the time away from work.

Where the workload so demands, staff may be requested to work outside the official hours to meet the NURI program's demands. Routinely this may include field visits, coordinating visits by external teams, learning events or any other tours, visits or events organised or recommended for attendance by management.

3.2. EXCESSIVE USE OF SOCIAL MEDIA

Excessive and inappropriate use of social media during working hours for non-work-related purposes should be avoided to minimise work disruptions and maintain a professional environment.

3.3. USE OF NURI EQUIPMENT, VEHICLES AND SUPPLIES

NURI equipment, vehicles and supplies must not be used for personal purposes. Use of NURI vehicles for transport to and from work is not permitted unless specifically authorised.

3.4. PROTECTION OF NURI'S PROPERTY AND INTERESTS

Employees are expected to protect the reputation and interests of NURI at all times and should not cause damage to the property, interests or reputation of NURI. Where damage is caused due to carelessness, negligence or malicious acts, the employee will be personally liable, and will meet the cost of damage or face disciplinary action.

3.5. OTHER OCCUPATION OUTSIDE THE NURI

The individual staff member is obliged to declare any other occupation that they may have outside NURI (e.g. own business, a second job, a board membership, studies, volunteer work, or teaching job).

NURI top management may request a staff member to give up, in whole or part, such occupation, if it is deemed incompatible with the staff member's function at NURI.

Where occupation outside the NURI is permitted, the staff member must ensure that it is fully separated from his/her performance of functions at NURI.

3.6. CONFLICT OF INTEREST

NURI seeks to avoid potential conflicts of interest posed by close personal relationships between employees, partners and suppliers, or other individuals participating in NURI Programmes or activities.

As used in this policy, "close personal relationships" include close familial relationships; private or ongoing business or contractual relationships.

To ensure that close personal relationships between employees, partners, and beneficiaries do not influence decisions with respect to hiring, promotion, funding or access to materials, money or other financial resources or any other goods or services provided by the programme, any employee engaged in a close personal relationship with another person (including an employee, partner, supplier or other individual participating in NURI programmes or activities, directly or otherwise) as defined in this policy is responsible for disclosing this relationship in writing to his/her supervisor and NURI management.

Every employee is also responsible for notifying the supervisor in writing in the event a close personal relationship ends.

Employees are prohibited from providing any assistance or service through any NURI programme, such as access to materials, funding or other financial resources or any other goods or services provided by NURI, to anyone with whom they have a close personal relationship.

Employees are also prohibited from supervising and participating in any hiring, promotion, and evaluation decisions, either directly or indirectly that may affect an individual with whom they have a close personal relationship.

When informed of a close personal relationship in accordance with this policy, NURI management, in conjunction with the HR coordinator will recommend steps to eliminate any potential for conflict of interest.

In the case of a supervisor-subordinate close personal relationship, a reasonable effort will be made to reassign one of the employees to another position.

Failure to disclose the existence or end of a close personal relationship that could be judged to expose the employee to a possible or actual conflict of interest may expose the employee to disciplinary action.

Employees who believe this policy is being violated should report the concern to NURI management, immediate supervisor, or the HR Coordinator.

3.7. FRAUD

Fraud is the use of deception with the intention of obtaining an advantage (financial or otherwise), avoiding an obligation or causing loss to others. This involves being deliberately dishonest, misleading, engaging in deceitful behaviour, practicing trickery or acting under false pretences. Fraud is a criminal offence and any NURI employee found to have engaged in fraud shall be subjected to disciplinary action.

3.8. ACCIDENTS AT WORK

All NURI staff are covered by an industrial injury insurance undertaken by NURI as per the Worker's Compensation Act of the Republic of Uganda, Cap. 225.

All accidents involving staff must be reported to the HR Coordinator. Should an employee be accidentally injured at the workplace during working hours, it will be the responsibility of the employee's supervisor together with the HR Coordinator to make appropriate arrangements for immediate medical attention.

NURI work stations shall also keep a first aid kit in case of emergencies.

3.9. SECURITY OF BELONGINGS

NURI employees are expected at all times to keep their personal belongings safely while at the work place. NURI will not accept liability whatsoever for the loss of an employee's belongings on the NURI premises.

Employees will also ensure that NURI's property in their possession is secure and kept safe at all times. The officers concerned will keep an updated inventory of the property and material in staff members' possession. When departing or changing office, staff will be required to prepare a handover report to be submitted to the HR Coordinator.

3.10. DRESS CODE

All NURI employees are required to dress decently and appropriately in order to preserve the good image of the program.

3.11. SMOKE FREE WORKPLACE

Smoking within the office premises is prohibited. Employees who wish to smoke should smoke outside the office premises.

SECTION FOUR – REMUNERATION AND BENEFITS

4.1. REMUNERATION POLICY

NURI's remuneration policy is derived from a commitment to attract, develop, equitably compensate and retain competent employees. The compensation package is non-discriminatory and is competitive with packages provided by comparable organisations for similar levels of duties and responsibilities. NURI will provide adequate welfare cover for its employees to ensure a healthy and stable workforce while complying with the labour laws of Uganda.

4.2. PAY STRUCTURE AND REVISIONS

NURI pay structures reflects the education and experience required to take up a position while the "level" reflects relevant experience obtained from similar positions held previously.

The pay structure will be reviewed periodically and any adjustments to the overall pay structure by NURI top management shall be approved by the Royal Danish Embassy.

Provided the budget allows, the salary level and amounts denoted within the overall pay structure may be revised annually with approval from the Royal Danish Embassy. When revising, the inflation rate may be taken into consideration.

Where inflation-related adjustments are proposed, payments will be made in July (retrospectively taking effect from 1st January), following confirmation of the applicable inflation rate, by the Embassy.

4.3. SALARY AMOUNTS, ADJUSTMENTS AND PAYMENTS

Upon appointment each employee will be assigned a gross monthly salary (denominated in Uganda Shillings). Salary adjustments may as appropriate be subsequently be made in connection with approved annual pay structure.

Salary payments are made in arrears, and transferred to the employee's bank account by the 25th of each month. In case the 25th is a Saturday, Sunday or public holiday the transfers will take place on the nearest bank day before the 25th. On termination of employment, the last payment will be made on provision of certificate of clearance.

4.4. DEDUCTIONS

Statutory deductions such as PAYE, NSSF, LST and other mandatory taxes will be made from an employee's salary automatically for purposes of statutory compliance.

4.5. OVERTIME

Occasionally, NURI may require staff to work additional hours to their normal working week. For all staff, time off in lieu (TOIL) may be awarded when hours worked exceed the normal hours in the working week.

Overtime shall be considered as any time worked that is in excess of normal working hours in any given week, including time worked on Saturdays, Sundays or gazetted public holidays.

Employees will not be entitled to monetary overtime compensation. However, if they work on a public holiday with justification and prior written approval from their supervisor, they will be allowed to take time off in lieu (TOIL) at a later date.

TOIL must be taken within one month of the public holiday worked or otherwise forfeited.

4.8. ACTING ALLOWANCE

Where a member of staff is requested by the NURI management to cover the work of a more senior colleague when they are absent, or while the post is vacant, for a period of not less than 30 consecutive working days and no more than six months, the staff member will be paid an Acting Allowance.

The Acting allowance will be paid retrospectively each month for the full period of cover. It will be set at 10% of the individual's current salary and will be taxable. Approval for acting allowance may only be granted by NURI top management.

If during the period of acting up the role is judged to have become vacant, the role will be opened up for recruitment in the normal way with full competition for the role.

4.9. EXPENSES INCURRED ON DUTY TRAVEL

An employee will be entitled to a DSA allowance when performing duties outside his/her duty station that involves an overnight stay. The DSA rates for local employees will be adjusted in accordance with the Management Manual.

An employee who is required to undertake duty travel is entitled to a travel advance in respect of expenses and allowances as mentioned above. The travel advance must be accounted for immediately after return to the duty station and no later than 4 working days.

If travel allowance is not accounted for or refunded within the deadline, the travel advance will be deducted in the first coming salary.

4.11. MEDICAL INSURANCE

NURI shall provide staff and their legal dependants (spouse, biological and legally adopted children under 21 years of age who are living with the employee) with medical cover under a medical insurance scheme.

The annual cost of the medical insurance premium shall be shared on an 80:20 cost sharing model between the NURI and the principal employee.

4.12. GROUP PERSONAL ACCIDENT INSURANCE

NURI shall provide Group Personal Accident (GPA) insurance to all its employees to cover any work-related illnesses and injuries suffered in the course of their employment with NURI.

The GPA scheme will cover staff for accidents on a 24-hour basis. Staff who have accidents or suffer from occupational related illnesses should inform the HR Coordinator as soon as possible.

4.13. FUNERAL COVER

Funeral cover for staff and their immediate dependents is provided for under the joint NURI programme staff medical insurance scheme.

The amount of funeral cover provided under this scheme shall be as per the contract terms agreed between NURI and the chosen insurance service provider and will be communicated to staff through the HR Coordination office.

SECTION FIVE – ABSENCE REPORTING, PUBLIC HOLIDAYS & LEAVE

5.1. ABSENCE REPORTING

All absence from work must be authorised in advance by the employee's immediate supervisor.

In cases of emergency (e.g. sickness or injury) management should be informed of the circumstances at the earliest practicable time.

Unauthorised absence for 1 day or more will be deducted from the employee's annual leave entitlement.

Absence for more than 3 days without notification of the immediate supervisor may call for disciplinary action. Supervisors are required to inform the HR Coordination office of any unauthorised absence for appropriate action.

5.2. PUBLIC HOLIDAYS

All NURI employees are, unless on special duty, entitled to be absent from work on all public holidays gazetted by the Government of Uganda. If such holidays fall in the period of annual leave of an employee, they are not included in the leave period.

5.3. ANNUAL LEAVE ENTITLEMENT

The following rules apply to the planning and taking of annual leave entitlements:

All staff shall accrue 2.08 working days per calendar month of service totalling to 25 working days of paid leave per annum;

Employees are expected to accumulate/ earn leave entitlement before they apply for leave. However, under exceptional circumstances they may utilise their leave entitlement in advance provided that the employee's service is expected to continue for a period long enough to cover leave taken and with the approval of the supervisor in consultation with the HR Coordination office;

Annual leave should be taken in the calendar year in which it is earned. Leave can only be extended to another year with the written approval of management to a maximum of only ten (10) working days. Carried forward, leave must be taken by the end of April of the following year.

Leave will be taken only with the prior approval of the supervisor, and for periods of not more than three weeks (i.e. 15 consecutive working days) at a time;

When an employee is on annual leave, he/she may not shift the status of leave to sick leave or extend annual leave by crediting a portion to sick leave, except in exceptional circumstances and with the approval of the management;

Each supervisor will compile and submit an annual leave schedule with anticipated leave dates for all staff under his/ her supervision in January to the HR Coordination office in order to allow proper planning and deployment of staff;

Wherever possible, one month's notice should be given for leave of one week or more. For leave less than one week, a minimum period of one week's notice is required.

If, on termination of service, an employee has taken leave in excess of his/her entitlement, a deduction shall be made from the employee's final dues calculated at the standard daily rate for each day taken;

If an employee has not utilised all his/her leave entitlement at separation, unutilised leave will be paid at the standard daily rate of the employee concerned. Leave due on separation will be calculated as at the last day of service; and

No cash payment in lieu of leave will be granted under any other circumstances unless by termination of employment.

5.4. SICK LEAVE

The following rules apply in relation to sick leave:

An employee must report absence due to illness to their immediate supervisor as soon as possible;

Continuous absence for 3 days or more will require a medical certificate issued by a recognised medical practitioner. The medical certificate will indicate the first day of illness and the date on which the employee is expected to return to work;

All sick leave will be recorded and signed by the immediate supervisor at the end of the period of absence on the Leave Application Form with copies forwarded to the HR Coordination office;

In case of long-term illness, which shall have to be duly certified by a NURI approved medical practitioner, an employee will be entitled to up to 3 months' sick leave with full pay during any 12 months' consecutive period.

If at the end of a sickness period of 3 months, the sickness of the employee still continues, NURI management shall be entitled to terminate the contract on complying with all the terms and conditions of the contract up to the time of termination of employment;

If an employee's serious illness or injury is determined by the management to be related to his or her duties, the employee will be entitled to worker's compensation in accordance with the workers' compensation Act Cap 225;

If an employee suspects s/he is suffering from, or thinks they have come into contact with a person suffering from a contagious disease, the employee is advised by his/her medical doctor to be absent from work, full pay shall be given during this period, up to the maximum sick leave entitlement.

The employee will provide a medical note from the doctor upon return from the sick leave; and

In case of serious illness or injury of an employee, management may request a second opinion from the medical doctor of its choice.

5.5. UNPAID LEAVE

Management in consultation with the immediate supervisor may authorise unpaid leave on a case-by-case basis of up to a maximum of one (1) calendar month.

Unpaid leave should be authorised in advance, and will only be granted in exception circumstances.

5.6. MATERNITY LEAVE

A female employee shall as a consequence of pregnancy be entitled to sixty (60 days) working days leave from work (maternity leave) on full pay, of which at least one month shall follow the child birth or miscarriage.

The individual staff member may decide to take part of their maternity leave before delivery.

If so decided, the staff member must inform her immediate supervisor and/or the HR Coordination office about this no later than 1 month prior to the first day of leave.

Female employees shall return to the job they held immediately before maternity leave or to a reasonably suitable alternative job on the same or better terms and conditions of employment.

A female employee who has taken maternity leave shall maintain her right to paid annual leave and shall not incur any loss of privileges.

It is the duty of the employee to inform management of her pregnancy no less than three months prior to the expected due date, as documented by a medical doctor. If an employee takes maternity leave during her probation period, the probation period will be suspended and shall resume once the employee returns from maternity leave.

Extension of maternity leave may be considered only where serious complications have occurred and when authentic medical documentation is provided. However, extra days will be treated as sick leave. Other benefits based on service continue to accrue during periods of paid maternity leave.

5.7 CHILDCARE PROVISIONS FOR BREAST FEEDING FEMALE EMPLOYEES

NURI will endeavour to provide conducive space for breastfeeding female staff while on the office premises. In line with this, breastfeeding staff will be encouraged to discuss and agree on a flexible working schedule with their supervisors.

The agreed upon working schedule will be shared with the HR Coordination office and will be jointly reviewed every three months.

Field trips involving breastfeeding female employees will be kept at the minimum as practically possible within the first year. However, while travelling to the field for official work, breastfeeding mothers will be entitled to travel with their child and their nannies.

It is the responsibility of the breastfeeding female staff to cater for extra accommodation and meals for the nanny.

Accident and other insurance for the child and accompanying nannies will be the responsibility of the employee and the employee must sign a waiver of liability before travelling, to be kept with the HR Coordination office

The employee will be required to indemnify the NURI from all liabilities associated with this benefit by signing the waiver of liability.

5.8. PATERNITY LEAVE

A male employee shall immediately after the delivery or miscarriage by the officially registered wife and subject to formal notification to the immediate supervisor and the HR Coordinator, be entitled to a period of four working days' leave from work yearly herein referred to as paternity leave.

5.9. COMPASSIONATE LEAVE

The employee's supervisor may grant up to three (3) days of compassionate leave per event, with a maximum of six (6) days per calendar year on full pay, in case of the death of a close relative. Close relative in this case is defined as child, spouse/partner or parent/guardian. The supervisor is responsible for recording compassionate leave taken with the HR Coordinator.

SECTION SIX – GRIEVANCE AND DISCIPLINARY PROCEDURES

These policies and procedures will guide the handling of grievances and disciplinary issues in NURI

6.1. GRIEVANCE POLICY AND PROCEDURES

It is the policy of NURI that employees should be:

Given a fair hearing by their immediate supervisor, or manager concerning any grievances they may wish to advance;

Given the right to appeal to a more senior manager against a decision made by their immediate supervisor, or departmental manager; and

Given the right to be accompanied by a fellow employee of their own choice, when raising a grievance or appealing against a decision.

The policy aims at settling the grievance as near as possible to its point of origin.

Grievance procedure outlines the stages through which a grievance may be raised as below:

The employee raises the matter with his/her immediate supervisor, and may be accompanied by a fellow employee of his/her choice;

If the employee is not satisfied with the decision, the employee requests a meeting with a member of management who is more senior than the supervisor, who initially heard the grievance.

This meeting takes place within 5 working days of the request and is attended by the manager, the HR Coordinator, the employee appealing against the decision, and, if desired his/her representative. The HR Coordinator records the results of the meeting in writing and issues copies to all concerned;

If the employee is still not satisfied with the decision, he/she may appeal to NURI top management. The meeting to hear this appeal is held within 5 working days of the request and is attended by the PMA, HR Coordinator, the employee making the appeal, and, if desired, his/her representative.

The HR Coordinator records the results of the meeting in writing and issues copies to all concerned.

6.2. DISCIPLINARY POLICY

It is the policy of NURI that if disciplinary action has to be taken against employees it should:

be undertaken only in justifiable cases where clear evidence exists;

be appropriate to the nature of the offence that has been committed;

be fair and consistent with previous action in similar circumstances;

take place only when employees are aware of the standards that are expected of them or the rules with which they are required to conform;

allow employees the right to be accompanied by a colleague of their choice during any formal proceedings to provide them with moral support and advice. That notwithstanding, employees shall be expected to answer questions put to them by the panel directly, and not through their colleagues;

allow employees the right to know exactly what charges are being made against them and to respond to those charges within a reasonable time;

accord employees the right to a fair hearing before reaching a decision to dismiss on grounds of misconduct or poor performance; and

allow employees the right to appeal against any disciplinary action.

6.3. OFFENSES INVITING DISCIPLINARY ACTION

There are two categories of offences which may invite disciplinary action: misconduct and gross misconduct.

Misconduct shall include violations of the NURI's core principles, policies and procedures that amount to minor infraction which does not affect the continuity and efficiency of its operations substantially.

Misconduct

The examples of misconduct include, but are not limited to the following:

Disregard for the prescribed hours of attendance

Idling and loitering during working hours

First time absenteeism

Avoiding work on account of feigned sickness

Misuse of telephones and/or social media

Misuse of NURI vehicles, e.g., carrying unauthorised personnel, driving without a valid driving licence; using company vehicle without authorisation; permitting non-NURI personnel or NURI personnel other than drivers to drive the organisation's vehicles

Bullying

Poor performance

Insubordination

Committing unsanitary acts

Discourtesy or vulgar and abusive language

Minor damage to property
Breach of the dress code
Frustrating positive team effort
Carelessness

Such misconduct category may attract a caution or written warning.

Gross misconduct

Gross misconduct includes any violation of the NURI 's core principles, policies and procedures to such a degree that continued employment of an errant individual is intolerable.

Examples of gross misconduct include, but are not limited to:

a fundamental breach of the employee's contract with the NURI

repetition of minor infringements

abandonment of duty for more than 3 days;

wilful neglect to perform official duties or to carelessly and improperly perform any work which is in one's line of duty

sexual harassment

physical violence towards oneself or other employees

soliciting, giving or accepting bribes or commissions. This includes accepting gifts from suppliers. If a member of staff is given a gift by a supplier, irrespective of whether the gift is as a result of orders awarded, such gifts whether in cash or other forms must be declared to management. It will be considered as a bribe or a "kickback" if an employee fails to declare such presents.

misappropriation and theft of NURI property. Theft in this regard also includes colluding with other staff or with suppliers of goods and services to secure individual monetary or material rewards, payment "kickbacks", gifts connected to any financial or material transaction between NURI and suppliers. NURI also views misuse of office stationery as theft

publishing or broadcasting any information or personal opinion piece related to NURI's business which has not been cleared for publication by NURI top management, and which may be harm the reputation of the programme

being under the influence of alcohol or harmful drugs during hours of duty

fraud, forgery or alteration of documents and embezzlement

conviction of a criminal offence

unreported conflict of interest

conduct that undermines the program principles

Violation of the Anti-Corruption Act, 2009

breach of Trust

abuse of office (performing unauthorized personal work on NURI time, using NURI resources for personal gain)

Gross negligence

Breach of any laws, rules and regulations of Government or Statutory/Regulatory body;

Breach of the anti-discrimination policy

Any breach of policy while on final warning notice

breach of confidentiality or sharing NURI programme confidential information with third parties without authorization from a competent authority

impersonation/ misrepresentation

breach of the NURI's policies resulting into financial loss

being in gainful employment with another organization or entity whilst in the service of the NURI CF

deliberate posting of wrong or incomplete entries into NURI operating systems

Failure to report any malpractice, acts of fraud or dishonesty or concealed practices that lead to or could lead to financial loss

Gross misconduct may result in dismissal or summary dismissal provided that in all cases it shall be after a disciplinary hearing.

6.4. PROGRESSIVE DISCIPLINARY PROCEDURES

Disciplinary procedures describe the stages through which any disciplinary action should proceed. These are categorised into progressive disciplinary processes - for handling cases of misconduct and the disciplinary process - for handling cases of gross misconduct.

Progressive disciplinary procedure is a system where the severity of the disciplinary penalty increases each time an employee commits a minor infringement.

The progression will begin at the lowest step in the process up till the final step which is dismissal with notice.

However, the process in some cases may be advanced or accelerated to a higher step dependent on the impact of the infringement on the NURI programme operations. This is especially true in those cases where the time interval between the infractions is short or the

employee is not remorseful about their indiscipline, or demonstrates a lack of desire to improve his/her performance or conduct.

The flow for progressive disciplinary procedure shall be as follows:

- (a) First Written Warning;
- (b) Second Written Warning;
- (c) Final Written Warning or;
- (d) Disciplinary Suspension Without Pay;
- (e) Dismissal with notice.

6.4.1 FIRST WRITTEN WARNING

The First Written Warning is a documented formal communication between an employee and his/her supervisor held in private about a conduct or performance problem.

It is the first step in the progressive disciplinary process.

Written warnings must be documented, endorsed by the employee and sent to the HR Coordinator to be placed on the employee's file.

6.4.2 SECOND WRITTEN WARNING

A written formal warning is given to the employee in the first instance of more serious offences or after repeated instances of minor offences. The warning is administered by the employee's immediate supervisor.

A Second written warning is a documented formal communication between an employee and his/her supervisor about a conduct or performance problem.

It is the second step of the progressive disciplinary process.

The Second written warning is usually used after a written warning has been given and no change in conduct or performance has resulted. The written warning will state the exact nature of the offence and indicate any future disciplinary action which will be taken against the employee if the offence is repeated.

Upon documenting the conversation with the employee, the supervisor shall request the employee to sign against it. A copy of the written warning will be forwarded to the HR Coordinator and placed on the employee's personnel file.

The employee will be required to read and sign the formal warning and has the right to appeal to higher management if he/she thinks the warning is unjustified. The HR Coordinator will advise on the text of the written warning.

6.4.3 FINAL WRITTEN WARNING

A final written warning is a documented formal communication between an employee and his/her immediate supervisor about a continuing conduct or performance problem. It is the third step in the progressive discipline process.

This is the last chance step and the same shall be issued by the NURI CF management or the employee's Department Head in consultation with the HR Coordinator.

6.4.4 SUSPENSION FROM WORK

If, despite previous warnings, an employee still fails to reach the required standards in a reasonable period of time or is engaged in one minor infraction after another and has received a written warning and/or a second written warning, further disciplinary action will be taken against him/her in form of a suspension with half pay.

An employee may also be placed on suspension with half pay for an infraction that does not necessarily amount to gross misconduct but is too grave to pass for a written warning or a second written warning.

Suspension with half pay will be effected by NURI top management in consultation with the HR Coordination office. This measure may be used in alternative to a final written warning where the PMA and HR Coordinator finds that a suspension will be more effective than a bare final written warning.

A disciplinary suspension shall range from 2 days to 15 days in any one 6 months' period. Employees sent on disciplinary suspension shall be issued with a final warning notice upon return and shall be liable to dismissal upon committing any further infraction however minor.

6.4.5 DISMISSAL WITH NOTICE

Any infraction however minor subsequent to a final written warning shall automatically amount to gross misconduct and shall warrant dismissal with notice preceded by a formal disciplinary hearing. For avoidance of doubt all such dismissals stemming from the progressive disciplinary process shall be with notice or with pay in lieu thereof.

6.4.6 DISCRETION OF TOP MANAGEMENT

In cases of misconduct, any step or steps of the progressive disciplinary process may be skipped, (final written warning and dismissal with notice excepted), at the discretion of Management and in consultation with the HR Coordinator, after investigation and analysis of the case.

6.4.8 APPEALS WITHIN THE PROGRESSIVE DISCIPLINARY PROCESS

Save for exceptional circumstances, the NURI management shall impose any of the above disciplinary penalties within fifteen (15) days from the time Management becomes aware of the misconduct. For avoidance of doubt, this limitation shall not apply in cases of gross misconduct.

6.4.9 LAPSE OF DISCIPLINARY PENALTIES

All disciplinary penalties imposed on an employee in the sequence of the progressive disciplinary process or in all other cases where record is taken of any infringement of this Human Resources Manual by an employee shall be expunged (put off the file) if the employee completes 2 years of continuous service without any further disciplinary breach.

6.5. DISCIPLINARY PROCEDURES FOR GROSS MISCONDUCT

Cases of gross misconduct will be heard by a Disciplinary Committee comprising of the employee's immediate supervisor, HR Coordinator and a representative of NURI top management.

6.5.1 INVESTIGATIVE SUSPENSION

Subject to the discretion of the NURI top Management, upon the receipt a preliminary report pointing to the commission of an infraction amounting to gross misconduct, an employee may be temporarily relieved of his/her duties (investigative suspension) until the scheduled date for the disciplinary hearing. In cases where the infraction does not necessitate further investigation the employee may be summoned for a disciplinary hearing within five days.

An investigative suspension is a period during which an employee is relieved of his or her job with half pay, on allegations of misconduct or gross misconduct to determine whether the suspended employee has a case to answer.

Investigative suspension shall not exceed **30** days or the duration of the investigation whichever is shorter but in all cases where such investigation exceeds 30 days, the employee's salary shall be restored to full pay until the investigation is complete.

In cases where the employee is absolved, his /her outstanding pay for the duration of the suspension shall be paid.

6.5.2 DISCIPLINARY HEARINGS

If an employee is implicated, the HR Coordinator shall set a date for a disciplinary hearing by a duly constituted Disciplinary Committee and issue disciplinary summons to the suspended employee indicating the alleged infraction, the respective policy/rule infringed, and the time, place and date of the hearing, and shall forward to the employee all the relevant documents.

NURI management shall endeavor as is appropriate, to provide the investigative report and all relevant documents prior to the disciplinary hearing which shall be scheduled at least 5 days from the date of issuance of the summons.

An employee scheduled to attend a hearing shall be informed of his right to be accompanied by a representative of his/her choice including a fellow employee. Such representative shall have a right to make representations in favor of the employee at the hearing but shall not answer questions directed to the employee.

If misconduct is determined, but does not amount to gross misconduct the employee may be issued with an appropriate disciplinary penalty.

If no misconduct is determined, the HR Coordinator shall inform the employee accordingly and advise him or her to return to work if on investigative suspension.

Role of Disciplinary committee:

- 1) To ensure that they get all the facts relating to the complaint;
- 2) To hear the employee's oral and written representations to them;
- 3) To determine based on the employee's representations, whether there is sufficient explanation for the charges leveled against him/her, or whether such explanation is insufficient;
- 4) To recommend further investigations where necessary (Before hearing);
- 5) To make a decision based on the evidence on record;
- 6) To notify the HR Coordinator of their decision for necessary processing;
- 7) To ensure that the employee is informed of what's likely to happen next i.e. when to come back in case of adjournment or when to hear from the NURI top management;

6.5.3 NON-ATTENDANCE

In the event that an employee fails to respond to the summons and the disciplinary committee is satisfied that he/she was duly served, the disciplinary hearing will proceed in the employee's absence.

The committee shall not accept any representations made by the employee's representative except where such representations are to explain the employee's absence.

In the event that the employee is absent for a reasonable cause, the hearing shall be adjourned to the next convenient date.

6.5.4 SUMMARY DISMISSAL

If the committee decides that the employee should be dismissed for gross misconduct, the employee shall be notified by the HR Coordinator who shall inform the employee of the right of Appeal and how it can be pursued.

An employee may be summarily dismissed only in the event of gross misconduct, as defined by NURI's nature of offences.

Only a Disciplinary Committee can recommend a summary dismissal, and only after there has been a thorough investigation of the case.

Final decision on summary dismissal will be taken by NURI top management, in consultation with the Royal Danish Embassy.

An employee will not be summarily dismissed without a proper due process including a fair hearing. While investigating a case that may lead to summary dismissal, NURI management may choose to put the employee on suspension with half pay.

Such a suspension will not exceed 4 consecutive weeks and should the employee on suspension with half pay be found innocent, he/she will be reinstated into his position and paid his outstanding payment.

6.5.6 APPEALS

In all circumstances, an appeal against a suspension, dismissal with notice, or summary dismissal is permissible. The appeal will be addressed to the PMA and be requested through the HR Coordinator.

Appeals must be in writing and issued within five (5) days of receiving the letter of dismissal, stating the grounds of appeal.

The Appellate function shall determine if it is necessary to hear further evidence, or to allow further submissions to be made, and may confirm, vary or uphold the original decision by the disciplinary committee.

If he/she wishes, the employee may appear for an appeal hearing, if required by the appellate function with a representative or a fellow employee of his/her own choice.

In the event that the dismissal is confirmed, the effective date of dismissal for purposes of establishing the period of continuous services shall be the initial date of dismissal.

SECTION SEVEN – TERMINATION OF EMPLOYMENT

7.1. REASONS FOR TERMINATION OF EMPLOYMENT

Reasons for termination of employment with the NURI fall into four categories:

- Mandatory termination;
- Employee termination;
- Employer termination; and
- Consensual termination.

7.2. MANDATORY TERMINATION

An employee's employment contract will be mandatorily terminated in the following circumstances: retirement; expiry of contract; frustration of contract; medical incapacity; and imprisonment. Other than for medical incapacity, Notice of Termination will not be applicable in these mandatory circumstances.

7.2.1 RETIREMENT

The retirement age for locally engaged personnel at the NURI CF is 60 years. On attainment of the prescribed retirement age the employment relationship may continue, for one year at a time, if NURI Management, HR Coordinator and staff member are in mutual agreement. A fresh contract shall be drawn up for such an arrangement.

7.2.2 EXPIRY OF CONTRACT

Contracts of employment that have run their term shall for the purposes of Section 65(1) (b) of the Employment Act 2006, be considered terminated.

7.2.3 FRUSTRATION OF CONTRACT

Death, incapacity and imprisonment shall render a contract of employment terminated. Death shall automatically discharge a contract of employment.

7.2.4 MEDICAL INCAPACITY

An employee who is declared medically incapacitated expending his/her sick leave shall have their contract terminated.

7.2.5 IMPRISONMENT

An employee's contract shall, unless otherwise determined by management, be automatically terminated upon imprisonment for a term exceeding 3 months following a lawful sentence or a remand order by a court of law.

7.3. EMPLOYEE TERMINATION

Cases of employee termination may arise where the employee resigns.

Notice of Termination rules (7.6) apply.

7.3.1 RESIGNATION

Employees who intend to resign must give notice, dependent on the employee's period of continuous service or make payments in lieu of notice as indicated in 7.6 below.

Letters of resignation should be addressed to the PMA in the first instance. The PMA will pass this original notice of resignation to the HR Coordinator for filing in the employee's personal file. HRC will advise the FMA of the resignation so that payments owing can be computed and paid.

Leave cannot be taken as part of the notice period, except with the prior agreement of NURI top management.

7.3.2 POOR PERFORMANCE

If an employee fails to perform the duties associated with his or her position satisfactorily, or if his/her conduct is deemed unsatisfactory, the NURI management shall issue him/her a warning in writing.

The employee is entitled to be informed in writing of all the reasons for the unsatisfactory evaluation.

At the same time a period of three (3) months must be set, during which the performance and the conduct of the employee are to be evaluated, and an action plan for strengthening the performance of the employee may be developed and implemented.

Upon expiry of the period, an evaluation is performed. If the performance or conduct of the employee has not improved sufficiently, NURI management is entitled to dismiss the employee in accordance with the applicable local laws.

The employee will be notified of termination of employment by management in writing.

7.4. EMPLOYER TERMINATION

Cases of employer termination may arise as the result of disciplinary process /restructuring leading to redundancy of some positions.

7.4.1 DISCIPLINARY PROCESS

A contract of service may be terminated through the disciplinary process set out in Section 6, either by summary dismissal or by dismissal with notice. Employees whose termination is through summary dismissal will not be served with notice. Only the days worked for and other, already accrued statutory benefits will be paid.

7.4.2 REDUNDANCY

NURI may on account of operational requirements restructure its operations leading to redundancy of some positions and/or the laying off of staff.

When faced with a potential redundancy situation, the NURI will communicate the number and categories of affected employees, and invite applications for voluntary redundancy before making any compulsory redundancies.

Rules for serving Notice of Termination (7.6) in cases of redundancy are the same for resignation or termination by NURI.

The Commissioner for Labor shall always be notified of any such layoffs where the numbers exceed ten and such notification shall include the reasons for the terminations, number and categories of the affected employees plus particulars of terminal benefits.

7.5. CONSENSUAL TERMINATION

NURI management may agree with a particular employee to terminate their contract of employment without reason.

Such agreement shall always be documented and the consideration therein shall at all times be in excess of any amounts due to the employee under the Employment Act, 2006.

7.6. NOTICE OF TERMINATION

The notice due upon termination, where applicable, and by either the employee or the NURI CF shall always be subject to the period of continuous service of a particular employee as follows:

- a) One month for service not exceeding five years;
- b) Two months for service not exceeding ten years;
- c) Three months for service of ten years and more.

Where NURI Management decides on termination, a written notice of termination from the PMA will be sent to the employee and copied to the HR Coordinator for filing in the employee's personnel file.

Notice shall be required in the following cases of termination: any dismissal not being summary dismissal, otherwise known as dismissal with notice; terminations following restructure, retrenchment, redundancy or abolition of office; termination arising from medical incapacity; termination by the employee.

7.7. PAYMENT IN LIEU OF NOTICE

In circumstances where the terminated employee is entitled to notice or where notice is due to the NURI payment may be made by either party in lieu of notice.

7.9. STATUTORY SEVERANCE PAY

Severance pay shall be awarded in accordance with Sections 87-92 of the Employment Act of the Republic of Uganda. The amount due to a particular employee shall be at the rate of one month's gross pay for every year of service, capped at six (6) months' pay.

7.10. CLEARANCE WITH NURI ON TERMINATION OF EMPLOYMENT

All employees leaving the employment of NURI, must clear with administration and complete a "Certificate of Clearance" form which certifies that the employee has completed all reports and other documents, and other tasks, which are necessary for the smooth transfer of responsibilities; cleared outstanding financial obligations to

NURI; and returned all NURI documents, equipment and any other property of the programme to the appropriate persons.

It is the employee's responsibility to ensure the necessary signatures are obtained on the Certificate of Clearance and the completed document returned to the HR Coordinator

Final payment to the employee is dependent upon completion of the Certificate of Clearance.

7.10. EXIT INTERVIEWS

Before leaving, the employee will have an exit interview with their Unit Coordinator and/or the HR Coordinator. In the event of summary dismissal, there will be no exit interview.

An exit interview is meant to get an insight of the employee's reasons for leaving the NURI. It provides valuable feedback which the NURI CF can use to minimise the re-occurrence of the causes of staff turnover.

7.11. CERTIFICATE OF SERVICE

When the services of an employee come to an end due to termination or dismissal, resignation or retirement, the employee will be entitled to receive a certificate of service.

The certificate of service will state the employee's full name, last position he/she occupied, period of service and last salary and if requested by the employee, the reason for the termination or dismissal.

The certificate of service will be signed by the PMA.

ANNEXES

ANNEX 1: GLOSSARY OF TERMS

Abandonment of duty refers to absence from duty without permission for at least three consecutive days.

Consultant refers to an outsourced service to undertake a specific assignment on behalf of NURI.

Contractual period refers to the time from the start date to the end date of an employment contract.

Disciplinary Committee constituted for hearing all discipline cases affecting NURI employees. The committee shall comprise of the employee's immediate supervisor, regional coordinator and the HR Coordinator.

Employee refers to a locally recruited person appointed to NURI CF service on a fixed term of contract.

Effective date of appointment refers to the date a new member of staff is supposed to report for duty at the station and site of placement.

Family and familial relationships are differently defined for the purpose eligibility for different benefits and compliance with different conditions of employment as follows:

"Immediate dependants" - for purposes of eligibility for medical insurance benefits (4.11), funeral cover (4.13) an employee's immediate dependants include their spouse and unmarried biological and legally adopted children under 21 years of age who are living with the employee;

"Close relative" - for purposes of eligibility to be granted compassionate leave (5.9) an employee's close relatives include spouse/partner, children and parents/guardians.

Close familial relationships: for purposes of declaring potential conflicts of interest (3.7) spouse, parents, grandparents, children, siblings, cousins, aunts, uncles, in-laws and other relations; consensual sexual or romantic relationships.

DSA refers to an allowance an employee is entitled to when performing duties outside his/her duty station that involve an overnight stay. The per diem allowance will change from time to time.

Resignation: refers to voluntary termination of one's employment from NURI with notice.

Retirement: refers to termination of employment upon attainment of the retirement age as stipulated in the manual.

Salary means the gross basic pay or a monthly monetary payment based on salary scales currently in operation within NURI.

Summary dismissal: refers to involuntary termination of the employee's contract of service by NURI without notice.

Statutory severance pay: Refers to severance pay awarded in accordance to Sections 87-92 of the Employment Act of Uganda, and must not be confused with terminal gratuity.

ANNEX 2: ACRONYMS AND ABBREVIATIONS

NURI CF	NURI Coordination Function
PMA	Programme Management Adviser
FMA	Finance Management Adviser
HR	Human Resources
LST	Local Service Tax
NSSF	National Social Security Fund
PAYE	Pay as You Earn
NURI Top Management refers to PMA and FMA	

ANNEX 3: SEXUAL HARRASSMENT POLICY

NURI has a policy of zero tolerance for sexual harassment. This applies equally within its own operations and within those of the organisations and institutions it funds. If you have proof, or a justifiable suspicion, of sexual harassment practices within NURI or any of its partners you may, in strictest confidence, report them to the HR Coordinator or NURI Top Management.

Definition of sexual harassment

Sexual harassment is defined as:

- a) Direct or indirect requests for sexual intercourse, sexual contact or any other form of sexual activity that contains:
 - 1) An implied or express promise of preferential treatment in employment
 - 2) An implied or express threat of detrimental treatment in employment
 - 3) An implied or express threat about the present or future employment status of the employee.
- b) Use of language whether written or spoken of a sexual nature
- c) Use of visual material of a sexual nature
- d) Showing physical behaviour of a sexual nature

By the employee's employer or representative of that employer, which directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee and that either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance or job satisfaction.

For the purposes of this policy, an employer's representative is a person who is employed by that employer, who either has authority over the employee alleging sexual harassment or is in a position of authority over other employees in the work place of the employee alleging sexual harassment.

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

the victim as well as the harasser may be male or female and may not be of the opposite sex;

the harasser may be either a person having authority over the employee alleging sexual harassment or a person in a position of authority over other employees in the work place of the employee alleging sexual harassment.

Reporting cases of sexual harassment

Cases of sexual harassment must be reported immediately to HR Coordinator or the PMA. Anyone found guilty of sexually harassing colleagues will be subjected to disciplinary action.

Investigating

NURI management will conduct a thorough and neutral investigation of all reported complaints of sexual harassment as soon as is practicable.

Generally, during an investigation of allegations related to sexual harassment, NURI management will examine the circumstances, such as the nature of the sexual advances, and the context in which the alleged incidents occurred.

A decision on the allegations will be made from the facts on a case-by-case basis.

Examples of sexual harassment include, but are not limited to:

- using language written or verbal or comments of a sexual nature which are unwelcome;
- unwelcome comments directed at an individual, based on the individual's gender, that are abusive in nature;
- sexually degrading words, verbal abuse of a sexual nature;
- sexual remarks, flirtations, graphic or suggestive comments about a person's body, clothing or behaviour;
- patting, pinching or other unwanted touch of another's body;
- uninvited letters, e-mails and telephone calls that are sexually suggestive;
- unwelcome and offensive sexual advances;
- solicitation of sexual favours or other sexually related behaviour by promise of rewards;
- coercion of sexual activity by threat or punishment;
- the display in the workplace of sexually suggestive objects, magazines, cartoons, pictures-including nude photographs, videos or films.

NURI will do everything to protect the privacy of individuals involved and to ensure that the complainant and the accused are treated fairly. Information about individual complaints shall be strictly confidential.

Retaliation against persons who make sexual harassment complaints or who provide information about such behavior is strictly prohibited. Retaliation could take the form of physical violence, threats and insults or blackmail or threats of blackmail against an individual who has made a claim of sexual harassment or witness. Retaliation amounts to gross misconduct and will be dealt with as per the disciplinary procedure.

ANNEX 4- DECLARATION OF ACCEPTANCE

Of

NURI Conditions of Employment as set out in the HR Manual

(To be signed and detached for inclusion in the staff member’s personnel file)

I have read the NURI CF Human Resource Manual in its entirety and understood its contents. I have also been provided an opportunity to ask questions and I have received clarification regarding material contained in the publication.

I promise to abide by the terms and conditions of service laid out in the NURI CF Human Resource Manual, including the revisions which may be deemed necessary from time to time.

Signed:

Name:

Date:

Name, signature and date for person witnessing signing

Signed:

Name:

Date:

This document replaces with effect from the above date a previous document with the index number:

05.01.05.02