

Afghanistan Educational & Health Development Aid (AEHDA) Organization

HUMAN RESOURCE (HR) Policy

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ACRONYMS

Board of Trustees	BOT
General Director	GD
Program Director	PD
Finance Director	FD
Programme Manager	PM
Project Manager	PRM
Finance Manager	FM
Finance Officer	FO
Admin Officer	AO
Main office	MO

1. Introduction

Human Resource Management Unit is a prominent and integral part of AEHDAO. Recruiting staff and further facilitating their performance is one of the major functions of human resource management unit.

HR management unit should develop and review the organization's employment policies and HR procedures. The Chair of BOT and the GD are responsible for the approval of human resources management rules and regulations and GD/PRM and operation manager shall supervise the implementation of the procedures

This policy ensures that:

- New positions and vacancies within the organization are staffed in a timely and efficient manner;
- The most qualified and suitable person is selected for employment at AEHDAO taking into consideration the applicants' education, experience, knowledge and abilities;
- The recruitment and selection process promotes AEHDAO's commitment to workplace diversity;
- The recruitment and selection process is open and transparent;
- Applicants are treated fairly and equitably;
- A professional and coordinated approach to recruitment and selection is taken within the organization Mission and Values;
- Legal requirements are met;

2. Categories of employees

For the purpose of this section, type of employment shall be classified into the following categories:

- Core Staff / Permanent
- Project Staff
- Volunteer staff

Core staff is the staff that is working in the MO and whose job description does not relate to a specific project and have been hired for regular and recurring activities of AEHDAO.

Project/Contract staff is the staff hired for the effective completion of the projects and is specifically related to projects.

Volunteer staff is someone who does work without being paid for it, because they want to do it.

The hiring of core staff and project staff should follow the recruitment procedures outlined in this manual. The HR Section will draw a contract covering conditions of

employment in terms of specific agreements, payments and work conditions; these may slightly vary from the policies manual subject to GD approval.

3. Recruitment policy and procedures

AEHDAO shall employ most qualified persons within available resources.

AEHDAO shall provide equal employment opportunity to all qualified individuals irrespective of gender, race, color, ethnicity, national or tribal origin, religion, language, veteran status, marital status etc. Employees shall be recruited based on their education, occupation, competencies, and skills in accordance with the HR policy and procedures. Priority will be given to citizens of the country of operation. Where applicable, competent females who believe that they can perform the job, shall be given priority. Disability is not a disadvantage for employment.

Before hiring any staff in AEHDAO offices and activity sites, proper and approved Staff Requisition Form (Annexed to this manual) should be signed by all concerned parties and it should be submitted to HR section for further process and action. For HF staff, the Requisition Form should be filled by head of HF, certified by HR of sub-office, and approved by PRM. For the position of head of HF, the Requisition Form should be filled by technical manager of sub-office, certified by HR, and approved by PRM. For the staff of sub-office, the Requisition Form should be filled by PM, certified by operation manager of Kabul Office, and approved by GD. For positions in Kabul Office and positions of Field Project Manager, the Requisition Form should be filled by relevant Program Managers, certified by Operation Manager, and approved by GD. For senior positions in Kabul Office, the Requisition Form should be included in each Staff Requisition Form in order to overtly define what is expected from the vacant position. Obtaining approval from all relevant departments/sections is mandatory in each Staff Requisition Form. Operation Manager in consultation with HR Manager ensures the position description shall include:

- Position Title;
- Responsibilities;
- Geographic Location;
- Position within the organization, including lines of reporting;
- Preferred start date;
- Type and duration of contract;
- Funding source (project/country office), including whether the contract has been signed/pending, conditions on funding or hiring of personnel;
- Qualifications (essential vs. desirable);
- Personal characteristics (if required)

3.1 Announcement

HR/Administration must announce open position(s) on time to outside as well as inside the organization. Necessary terms and conditions of recruitment procedure must be

mentioned at job announcement. The announcement should be circulated through the website of ACBAR, or any other job advertisement websites.

3.2 Collecting CVs and receiving applications

All applicants are treated equally. There should be neither favoritism toward, nor discrimination against any individual applicant.

HR must include update email address, cell phone number and proper office address, deadline for receiving application, exact job title, and duty station in each job announcement. Therefore, the applicants will be able to send their application and CV to right place on due date and time.

Internal candidates have to follow the same application procedure as external applicants.

For internal candidates, HR section will be required to attach a copy of latest staff appraisal form and ask for written recommendations from the head of the respective section.

Receiving of application

Applications for job with AEHDAO are to be accepted at all Field Offices and MO.

Whoever receives (reception or guards etc.) an application has no right to read, comment and certainly not to refuse any application on any grounds. Such acts will be treated as misconduct.

Before the end of each working day, all received applications must be handed over to the HR for further processing.

Applications received after the deadline for submission will not be accepted and thus will be treated as if they have not been received.

Once all the applications are received by the closure date and sent to HR Section, HR section together with the concerned section, will set a date for the EC to screen the application and select those to be invited for the interview.

The process will take place by selecting those candidates with the highest prospective according to the specified standards for the position.

Due to resource availability and communication difficulties, AEHDAO does not promise information of the outcome for those not selected for a position.

All CVs and applications should be presented to the responsible **panel** for final decision. The panel should have at least three members from program and HR staff. The panel should be selected by PRM at the provincial level or GD/head of departments at the country level.

Duties of panel

The panel should first screen all applicants and make a short list of the candidates deemed mostly suitable, based foremost on education, skills and experience.

These candidates will then be invited for test and interview on dates, the panel may decide upon.

The panel also has the right to decide the location for the test and interview taking into consideration the location of short listed candidates.

For most positions a written exam or practical exam will add fairness to the selection procedure. The first batch of applicants who have been selected as potential candidates will be duly informed to come for a written exam whenever applicable or deemed necessary by the recruitment panel. Written exams are to be prepared by the respective units and accordingly approved by the managers/heads. The exam should serve as base for the most competent candidates who are qualified for a required position.

Exams (written test) can both be used to give guidance during the interview or further narrow the number of candidates to take for interview.

Exams should be prepared by concerned section and be:

- Clear and easy to understand;
- Free from questions that simply can be answered with a yes or no;
- Framed in such a way that there is no need of prior knowledge to specific rules;
- procedures or terminology;

For the purpose of elimination any form of nepotism, the result will be viewed by the panel for correctness and interpretation.

Question papers and copy of the result of selected candidates will be kept for further reference. Only the panel will see results. Disclosure of the contents to outside parties will be considered misconduct.

The number of people called for interview for any one position should ideally be two or three of the most qualified candidates provided that an adequate number is available. However, there may be situations where more or less candidates are deemed necessary by the panel for interview.

The selection should be done unanimously by all members. If however one member of the committee disagrees, a second interview by alternate members from the same sections will be recommended for the purpose of obtaining a consensus.

If there is an internal candidate that is perceived equally qualified with an external candidate, AEHDAO's candidate should be given preference.

An evaluation form should verify the consensus where all members of the committee may sign.

If the selected candidate is already an employee of AEHDAO, then he/she will carry any benefits from the previous position and may not necessarily have to be on trial period. However, would AEHDAO decide on trial period, the employee will have all the benefits as stipulated in the previous contract.

A first and a second choice should always be selected if, for some reason, the preferred candidate cannot take the job offer.

The decision of the panel is final and can only be revoked by the GD. Members of the panel are not permitted to disclose or discuss why or why not a candidate was considered to be successful /unsuccessful to any outside individual.

It is desirable that references are checked at all times to verify a background check of the selected candidate. This is the responsibility of the HR Section.

3.3 Qualification, competency and experience requirement for different positions

Based on market availability, AEHDAO will always look forward to hiring qualified, experienced, and competent candidates as demanded by the job. Generally, three types

of competencies (knowledge, skills and capacity) will be required for different positions. The selection of staff members will be on the basis of one's mastery on these competencies.

- Academic degree and work experience.
- Functional competency: including knowledge, ability, and past performance.
- General competency: including language, hands-on skills, and personal traits.

Every staff member must have these competencies to the extent specified by the EC, which will be defined at the time of recruitment.

3.4 Written Test Evaluation and Marking

Once the written test is completed, the panel will evaluate and mark the papers according to preset paper key or criteria. At least top three candidates must be selected for face to face interview and HR/Administration should ask them for face to face interview. For position of Senior Program Manager and above, the panel recommends two final candidates to the GD for final interview. The written test is necessary for all positions which are technical in nature, while it is optional for managerial positions. AEHDAO management decides for inclusion and exclusion of written tests.

3.5 Interview

The panel assigned by GD/head of departments at country level or by PRM at provincial level will conduct interview. Presence of HR and relevant department representatives are mandatory in interview committee. Each member of interview committee should use/fill separate interview sheet for each individual interviewee and put his/her final comment in the sheet.

3.6 Selection

The selected candidate(s) will be informed by HR section through appropriate means. The selected candidate must join the service within 30 days of selection decision. Failure to doing so will automatically lead to appoint waitlisted candidate.

However, in some cases if the candidate cannot join within 30 days due to her/his obligation of meeting notice period to the employer, the panel can consider for some extension. The service period of all staff will be counted from the date of appointment, but only upon successful completion of the probationary period.

The HR Section of the organization will prepare the contract for all staff signed by the GD, or designated authority. Two originals will be made, one to be retained by the employee and the other to be kept by the HR Section. Along with the contract, employee will be given job responsibility.

3.7 Reference check

Employment references must be completed and documented according to reference check form (Annexed to this manual) prior to issuing an offer of employment (verbal or written). Employment is subject to receipt of satisfactory employment reference checks. The PM, PRM or HR Manager will conduct reference checks and should contact at least two supervisors of previous employers, where applicable, using a prepared set of questions in order to ensure that all candidates are treated equally.

3.8 Job-Offer

AEHDAO is authorized to send a job offer to a qualified individual who would be suitable for AEHDAO programs, or in case of not finding a potential and qualified candidates for a vacant position through open job announcement. Head of the section, who needs the staff, must come with request for single-sourcing and get the approval of GD for sending out the offer. HR/Administration section is responsible to submit the offer to the person.

3.9 Employment Agreement:

HR units at main and provincial levels will provide employment contract for each AEHDAO staff, including newly hired staff members. The employment contract will contain two sections:

Section I:

- Summary
- Duration of contract
- Place of work
- Remuneration
- Normal working hours
- Notice period
- Core duties of the position

Section II:

- General obligations during employment
- Leave/Holidays and leave pay
- Sickness absence
- Disciplinary and grievance procedures
- Final term

3.10 Employment of relative

The number of closely related permanent or project employees in AEHDAO will be limited to two. This rule is adopted to maximize the level of fair employment opportunity and any exceptions should only be approved by GD. In addition, this rule should also encourage

transparent and just relationships between employees that are expected to result in professional loyalty. Therefore, related employees may neither supervise each other nor work in the same department. Close relatives are parents, children, brothers, sisters and spouse.

To this end, all staff should mention in their job application of any close relation they know in AEHDAO. If employee's cover-up this information and work against this rule, they will be subjected to disciplinary measures that may entail the termination of their own employment and that of their relatives.

3.11 Employment age

AEHDAO does not agree to employment of persons, no matter position or contractual form, below the age of 18. The retirement age in AEHDAO is 65 years. Anyone intentionally giving false information on the date of birth can be subjected to disciplinary actions.

4. After Selection Procedure:

HR/Administration section will issue ID card to each employee. Each newly hired staff will receive a brief orientation on organization rules and regulations by HR/Administration deportments.

5. General Employment Policies:

At AEHDAO we value the diverse backgrounds of our people and work to create an open atmosphere of trust, honesty and respect.

Harassment or discrimination of any kind – including that involving race, religion, gender, age, national origin, language, mental or physical disabilities, or any other similarly protected status – is unacceptable.

This principle applies to all aspects of employment, including recruitment, hiring, placement, transfer, promotion, layoff, recall, termination and other terms and conditions of employment. We are committed to providing equal employment opportunities for all AEHDAO employees and all applicants for employment, based on individual qualifications and without regard to race, religion, gender, age, national origin, language, mental or physical disabilities, or any other similarly protected status. It is our policy to comply with all applicable laws governing employment practices and not to discriminate on the basis of any unlawful criteria.

5.1 Employment Contract

Each newly hired at AEHDAO would be given an Employment Agreement, which sets forth the terms and conditions of employment and provides a job description or scope of work. Employer and the employee will review and sign the agreement. New employees are required to complete and collect the documents which are asking by HR/Administration for his/her personnel file.

All employees are required to read their employment contract and operational manual before signing his/her contract (A sample of contract is annexed to this manual). By signing the employment agreement, the employee acknowledges and accepts the terms, conditions and policies of organization. All employment contracts of AEHDAO main office and provincial office – except support staff of provincial office – should be signed by GD or his/her designee, while all contracts of activity site/health facility and support staff of the provincial office should be signed by relevant PRM in the province.

Employment contract shall provide following minimum information:

- Name of the employee;
- Father name
- Tazkira No
- Permanent address
- Designation;
- Duty station;
- Contract period;
- Working hours;
- Rights and obligations of employees;
- Duration of probation period;
- Other staff benefits:
- Termination and other penal activities.

5.2 Other employment

Core and project employees of AEHDAO are not allowed to have employment contracts with any other entity. This would be considered as misconduct.

Core or project employees that obtained consultative/evaluative work with entity outside AEHDAO must seek the written approval of the GD and with the discretion of GD, employee shall be allowed to render his/her service only after AEHDAO's official timings.

If any employee found guilty in case of concealing such facts from management, h/she shall be subjected to disciplinary actions that may result in his/her termination.

Core or project employees that have an involvement/investment in any other entity must under all circumstances refrain from trying to obtain business contracts or hiring of equipment, tools and facilities with AEHDAO. Doing so will be considered as misconduct.

5.3 Employee's personal file and record

Personal files for all employees will be set up by the HR Section. Such files will contain all relevant information related to job and employment history of the staff. Staff should submit his/her details in the job application form. Should any employ wishes to view his/her file, it can be done in the presence of the HR Officer.

The personal file should contain, but not necessarily be limited to, the following:

- Application form;
- Interview Notes:
- Copies of education certificates,
- Copy of Tazkira;
- Copy of AEHDAO's ID Card;
- Signed contract with job responsibility;
- Performance appraisal forms;
- Leave records related to leave of absence, leave without pay, marriage leave, maternity leave, Hajj leave, and special leave etc.;
- Transfer letters:
- · Warning letters, letter of appreciation, if any;
- Changes of address, contact details, if any;
- Details of higher studies, training, seminars etc., if attended officially;
- Any other changes that relate to position, complaint, or any other relevant personnel details.
- Guarantee letter
- Emergency contact numbers
- Clearance form/Exit Interview Notes if any;

5.4 Salary Increments

Adjustments to salaries of all staff will be made annually at the anniversary of the contract or in case of any need or changes in the budget availability. Review of the salary structure will be conducted periodically to reflect changes within the local market as well as in other NGOs. Salary adjustment is only possible in accordance with the budget availability and compliance with donor and organization regulations (Grade and steps scale is attached to this operation manual).

5.5 Office Timing

Employment with AEHDAO is a professional agreement in which employees are expected to carry out their job responsibilities during required working hours. This means that the employee's attendance on work site reflects the hours that the offices are officially open for business. The office hours are only a general guideline of attendance for employees to report to work.

Except guards, drivers, and cleaners, AEHDAO normal working hours are 40 hours per week including lunch and prayer break. The working days and timing to be determined by GD.

Working hours for guards, cleaners and drivers will be adjusted and negotiated according to their working shifts case by case.

All AEHDAO employee are required to work such additional hours as may be necessary or appropriate from time to time to enable the employee to carry out his/her duties properly. No any AEHDAO employee will be entitled to receive any additional remuneration for work outside his/her normal hours.

Working hours at health facilities are according to government working hours and times. If deemed necessary, the working hours of sub-offices could also be arranged according to the government working hours.

5.6 Overtime

AEHDAO is financially supported by donors and is not able to pay overtime due to the nature of its work and donors' rules and regulations. For exceptional cases GD in consultation of Chair of BOT is authorized for approval of any type and amount of payment against overtime.

5.7 Late arrival to work

AEHDAO pays its employees for a full day of work, or as indicated in his/her employment contract agreement. All employees are required to be at their appointed work place and ready to begin work at the appointed starting time. Irregular attendance or tardiness will not be tolerated and could make employees subject to disciplinary actions. Although, occasionally late arrival to work due to may arise that will delay an employee in his/her efforts to get to work at the proper time, excessive late arrival to work will cause disciplinary actions.

5.8 Time Sheets

In order to get paid all employees must submit time sheets in the standard format developed by AEHDAO. Time sheets should be completed by the HR section and approved by employee's supervisor. If there is approved leave of absence during a pay period, the

approved Leave Form should be attached to the time sheets. Time sheet of GD should be singed either by Chair of Board of Trustees or operation manager of AEHDAO.

5.9 Monthly Payments

AEHDAO employees are entitled to be paid monthly in payroll. The rate of pay will be reviewed regularly, while rate of pay will not necessarily be increased as a result of the review. All AEHDAO employees are entitled to be reimbursed for all reasonable expenses properly incurred during performance of their duties in accordance with AEHDAO Rules and Regulations.

Other benefits of the employee depend on budget availability and approval of GD.

The employer is authorized to deduct and withhold all applicable taxes on employee income which is eligible for payment of taxes in line with Afghanistan Tax Law.

5.10 Staff Development

HR/Admin together with program will make sure that all vacant positions are filled properly by qualified staff regardless of any discrimination. However, AEHDAO will provide opportunities for further capacity building of its staff based on TNA and budget availability.

AEHDAO HR/Admin and other program management team will focus on staff capacity building and development for all employees in their respected jobs by the following strategies: On the-Job training, in-service trainings conducted by AEHDAO and trainings conducted by training institutions. Considering budget availability and recommendation of executive board, trainings/workshops will be out of the country.

5.11 Motivation

The function of motivation in AEHDAO organization refers to create incentives for the employees through recognition and self-esteem. Well-designed performance standards should be one important tool to an effective performance evaluation, which is essentially a mechanism for providing feedback to the employees. This process also will serve as a method to recognize strengths and weaknesses, which may serve to identify individual training needs too. AEHDAO expects from all its employees to motivate their subordinates in their relevant field of job so that they can be encouraged at the same time to work hard, learn and contribute to others effectively and sufficiently.

5.12 Bonus

AEHDAO may provide bonus for employees based on fund availability, donor agreement and successful appraisal. The percentage of the amount could be based on performance, or

seniorities at AEHDAO. This bonus may be paid at the end of the year, end of project, end of employment contract, Eid and New Year.

In case of any death or injury of AEHDAO employees on duty, GD will decide case by case for payment of any allowance to the employee or relatives of the employee.

5.13 Probationary Period

All first-contracts are subject to a probationary period of three months (90 calendar days). Upon completion of the initial or extended probationary period, the employee performance and his /her supervisor will appraise suitability for the position. In case the employee is not appraised after maximum 90 calendar days, his/her contract will automatically be extended. During this time, employee will be entitled only for 5 days paid leave. During this period, either party can decide to terminate the agreement by giving seven-day notice.

6. General Employment Terms

6.1. Performance Evaluation

A performance evaluation should be conducted at the end of each employee's probationary period in order to assess the performance standards. If an employee is not appraised in 90 days effective from recruitment, his contract will automatically be extended. The general performance evaluation for all AEHDAO staff will take place at the end of each year or last month of the employment contract (performance evaluation form and procedure are annexed to this manual). The staff changes such as promotion, demotion or termination will take place based on the findings of staff appraisal. In order to comply with the annual performance evaluation schedule, each head of departments / PRMs / supervisors are required to review the performance of their subordinates. Employees should be given chance to first evaluating themselves before they come to their supervisor. This practice makes both subordinate as well supervisor able to find out weak and critical points of the employee by face-to-face discussion and convincing each other until final evaluation.

6.2. Type of Agreement or Contract

6.2.1 Employment Agreement

Employment contract is provided for all full- time or regular employees of AEHDAO. The Employment Agreement of all employees in AEHDAO main and provincial offices must be authorized by Authorized Signatories in AEHDAO main office, while Employment Agreement of employees working in Activity Sites must be authorized by Authorized Signatories in AEHDAO provincial offices.

6.2.2 Services/Casual Contract

The services/casual contract should be put and designed for the following goods/services repair/maintenance, consultancies, advisories, part time consultancies, building maintenances and any other services that may happen less than 3 months or within 90 days. These contracts should be negotiated by relevant department – which needs the services – and procurement section with service provider and then must be verified by finance department, and must be approved by authorized signatories at central/provincial levels. These types of contracts include:

6.2.2.1 Goods/Services/Maintenance Contract

The goods/services contract is made when AEHDAO requires some specific goods/services from private or any other firms such as repairing, installing or servicing of databases, photocopy machines, printers, generators or its kinds. Such services contract may require when AEHDAO is overloaded with different types of work. Such service providers/contractor will not be entitled for any other AEHDAO benefit/leaves or other advantages as its full-time or regular employees receive. The payment for such contract employee will be based on mutual pre-agreed fee up on the accomplishing of specific services mentioned in the contract.

6.2.2.2 Consultancies/Advisories Casual Contract

This type of contract requires when AEHDAO needs to have especial consultants for writing proposals, technical advice for budgets, program issues and any other advisory that may be required. Such contract employees will be receiving their pay based on mutual agreed fee mentioned in the contract up on completing of project has been assigned to him/her and submission of all relevant documents and reports. Consultants are not entitled to receive other benefit packages such as accrued types of leaves, medical or any other advantages to which AEHDAO full-time or regular employees are entitled. Separate section has been included in procurement manual detailing the procedures for hiring of consultants.

6.2.2.3 Building/Facilities Maintenances Contract

AEHDAO may require maintaining, repairing, and painting or other types of maintenances for its facilities and/or offices. Therefore, private labors or contractors may be hired. In this case, services contract for such services will be required. Such services provider will only be entitled to get paid, based on their mutual pre-agreement fee and the remuneration for their services will be calculated at the end of their work completion. They are not entitled for any other type of benefit packages that AEHDAO provides for its full-time or regular employees.

6.2.2.4 Daily Waged/Porter Contract

When AEHDAO requires daily waged/porter labors to work for some period of time within its main office as well as provincial offices/facilities then, services contract for less than three months may be required to be filled to such services providers. Such services include loading/unloading stuff, transferring stuff from one place to other, ordering and organizing goods/stuff and any other works related to daily waged workers. Such services providers are not entitled to any other benefit packages that AEHDAO provides to its full time employees.

For consultancies, daily waged labors, maintenance service providers, incentive staff, the exact deliverables shall be mentioned in the pre-agreed service contract and be signed by both parties -AEHDAO representative and the employee-which can avoid all misunderstandings between both parties in the future.

6.3. Leave Policy

AEHDAO's Leave Year runs from 1st of January to end of December. All employees are entitled to all public holidays and 24 working days paid leave in each year.

For the purpose of calculating the amount of accrued leave entitlement, calculation will be made only upon completed calendar months. No one will, except in exceptional circumstances, be permitted to take more than 10 working days leave at any one time. Any exceptional case needs prior endorsement of GD.

Employees are encouraged to take their full leave entitlement each year. However; only 10 days' leave can be carried out up to first 3 months of subsequent year.

If an employee gives notice for termination of his/her employment contract, he/she is only allowed to use 5 – days of his/her un-taken leave days while giving one-month notice for separation from AEHDAO.

Leave types are classified into the following categories and specifications.

6.3.1 Annual/Vacation Leave

Each full-time national staff member will accrue 2 working day vacation/annual leave at the end of each month that makes total 24 days in 12 months of continuous service. Employees must use all earned vacation leave within year. The process for using annual leave is used to fill up a Leave Request Form available with HR/Admin section and get approval from his/her immediate supervisor in advance, which enables the supervisor to fill the gap between the period employee will be out of duty station and to avoid affecting program activities.

6.3.2 Emergency/Compassionate Leave

In each Leave Year, AEHDAO provides six (6) working days paid compassionate/emergency leave for employee in the death of close family members such as child, sibling, parents, and spouse and in- law family members. This leave can be taken day by day or one time depends on employee need.

For cases of emergency that employee may not be able to reach him/herself to duty station, he/she should inform her/him supervisor within 24 hours. Employee should fill the leave form at first step on next day when coming on duty station and get relevant supervisor and HR/Admin approval. The employee's absence in other cases will be counted from his/her annual leave or as leave without pay.

6.3.3 Marriage Leave

AEHDAO provides 5 working days paid leave for its employee at the time of their wedding ceremony. If the vacation exceeds beyond six days then, employee can use his/ her accrued available vacation leave if available. Wedding leave will only be provided to AEHDAO employee once in lifetime until employee continues working with AEHDAO unless some exceptional circumstances like employee may become widow and re-marriage requires.

6.3.4 Sick leave

Sick leave is granted to full time employees one full working day per month as paid. Twelve paid days one year. An employee can use three days sick leave without any Doctor certificate by only presenting sick leave form approved by the immediate supervisor. Exceeding more than three days' sick leave, employee has to provide outside Doctor Certificate attached with sick leave showing type of sickness/injuries and diagnosis and doctor advice. Due to serious sickness of employee if it exceeds beyond 12 working days then up to 3 weeks his/her sick leave may be extended based on sickness/injuries seriousness after it is endorsed only by GD or his designee. If the employee could not cover his/ her health even within 3 weeks then, s/he can apply for leave without pay that can only be approved by GD or his designee. Unused sick leave has no cash value and cannot be converted into vacation leave.

6.3.5 Maternity/Paternity Leave

Maternity leave is according to roles of Afghanistan government. However, paternity leave is just for 5 day. The arrangement of leave prior to and after the predicted delivery time is flexible depending on the health condition of the employees. Supporting documents from a recognized doctor must accompany a request for maternity leave. Due to continued maternity sickness, employee can use the accrued and available sick leave days. If employee couldn't recover from sickness then, leave without pay may be granted to employee only by approval of GD or his designee.

6.3.6 Haj Leave

AEHDAO provides 20 working days (excluding holidays) paid leave to those are going for pilgrimage of Holy Mecca and it can be added by 20 days' pay/ without pay leave. An employee can be entitled for Haj Leave only once. Valid certification of Ministry of Haj should be provided by the employee.

6.3.7 Compensatory leave

This leave is granted for those employees who spend their weekends/off days at office or other location for official purpose (e.g. Field). This leave must be calculated within one month, with approval of relevant supervisor.

6.3.8 Unauthorized Absence

Employees who do not report to work for three consecutive days without notice may receive disciplinary action, warning letter that includes termination.

6.3.9 Leave with out Pay

Leave without pay is not counted as employee's entitlement however, the leave without pay up to 6 months may be granted for following circumstances as follow:

- Due to continued serious illness of employee.
- Addressing family crises conditions.
- Visiting family living abroad.
- Receiving post graduate degree within or outside country.
- Participating in close family member funeral and other memorial ceremonies depends on custom and traditions formalities if compassionate or emergency leaves exhausted.
- Applicable for other personal or manmade crises that employee must struggle against.
- Leave without pay will only be granted to employee when all other leaves are exhausted.

6.3.10 Leave Balance Sheet

For HR units at both provincial and main office levels, comprehensive Leave Balance Spread Sheet developed showing all employees accrued available leaves on monthly basis. The monthly updated leave balance sheet will be provided for every individual department/section head which can enable them to arrange their subordinates taking their leaves intermittently without any gap and pause in their daily department/section operations. All head of departments/sections are responsible to update their subordinates for their accrued available leaves once they receive from HR

section and make sure that every individual is aware of his/ her balanced leave so that they can use them before they exhaust.

6.3.11 Leave Request and approval

All leave requests need to be channeled through concerned authority for approval. Leave request of GD for more than 1 month shall be approved by the Chair of BOT, AEHDAO. All leaves must be approved by GD or head of related department.

7. Code of Conduct and Disciplinary action

General

AEHDAO strives for creating conducive work environment by maintaining mutual relationships with all employees.

AEHDAO also respects individual rights, and treats all employees with courtesy and consideration. Equally, it also expects from all employees to promote an atmosphere in keeping view with AEHDAO's vision, mission and goals.

Code of Conduct

AEHDAO work is guided fully by its vision and mission, and always strives best to meet its goals and objectives set forth. To attain this, AEHDAO may assign any task to concerned staff at any time deemed necessary. It is therefore staff's responsibility to complete the job at the specified time frame. In case of problem, staff is always encouraged to discuss with his/her Line Manager. Line Manager, within official means, will do best possible to sort out the issue. If the staff has some personal differences with Line Manager, then s/he can also put his/her grievances to second level higher authority.

While serving with AEHDAO, all employees are required to observe standards of personal conduct and job performance at all times. Violation of AEHDAO polices/rules or other illegal or improper acts or practices by any employee is strictly prohibited and may result to any action including immediate dismissal. AEHDAO has set the following standard of conduct which all staff must follow. This list is not all inclusive, but is expected to illustrate the types of conduct, if failed to abide by, may result in disciplinary action or dismissal.

- Show commitment towards the vision and mission of the organization.
- Feel duty as to safeguard organization's and donor's properties.
- Show due respect to her/his line manager and work under the authority and guidance of line manager.
- Meet the minimum performance standard acceptable to the organization
- Cooperate with all staff of the organization and stakeholders.

- Maintain full honesty with the organization and its stakeholders concerned.
- No influence in daily performance and decisions based on any political biases.
- Not abuse her/his authority in any circumstances.
- Not accept any gifts, gratuities or money or other favors from anyone AEHDAO conducts activities with.
- Not criticize organization's rules and regulations in public.
- Not violate organizations and the stakeholder's confidentiality even after retirement.
- Not involve in any destructive or illegal activities.
- Not absent from work without prior approval.
- Doesn't blackmail, coerce and defame the staff, management and other stakeholders.

Disciplinary actions

Disciplinary actions may include: verbal and written warning, probation, suspension, and/or dismissal from employment. AEHDAO reserves the right to apply any or all of these disciplinary actions as deemed necessary. An employee may also be dismissed for serious infringement without prior warning.

All staff must remember that breach of any above-mentioned code of conduct is punishable under AEHDAO's rules and regulations. Disciplinary action will depend upon official investigation done by AEHDAO.

Following disciplinary actions can be taken against the staff if proven guilty.

- Issue verbal and/or written warning
- Collect financial loss caused by the staff fully or partially from his/her salary or other personal assets.
- Suspend promotion or salary increment.
- Suspend from job declared "eligible for future AEHDAO's job"
- Suspend from job declared "ineligible for future AEHDAO's jobs"
- Demotion or downgrading
- Withhold 13th salary/bonus, if any.

AEHDAO can terminate contract for both core/regular and contractual staff in the following situation. The GD or his/her designated official will have the authority to terminate contract of the staff in question.

- Not able to perform assigned duty due to incapability;
- Absent for 10 or more than 10 days without prior approval;
- Breach of organization's code of conduct;
- Misappropriation of AEHDAO's or client's properties;

- Work against the prestige and future growth of the organization;
- Convicted by court in criminal or other moral ground;
- Corruption charges;
- Sexual harassment;
- Misuse of organizations ID cards;
- Blackmailing, coerce staff, management and other stakeholders

Procedure for disciplinary actions

If AEHDAO deems necessary to take disciplinary action against any staff, the staff will be first oriented about the charges and a verbal warning will be given by head of department. If the situation is not improved, written warning letter will be issued by GD/PRM. Ultimately final termination letter will be issued by the GD, if the management sees no possibility for improvement.

However, in case of any serious offence, AEHDAO may overrule the formal disciplinary procedures and may directly proceed with the charges during explanation call of the employee.

8. Resignation, retirement and termination

General

AEHDAO follows 65 years of age as retirement time.

Each employee of AEHDAO is expected to behave in an honest, respectful and responsible manner towards colleagues, supervisors, visitors, customers, local authorities etc. Each employee is also expected to encourage an atmosphere of team spirit and cooperation within AEHDAO.

The employee is further expected to respect and carry out instructions and decisions made by their seniors.

Resignation

Any staff willing to resign from service should tender resignation in writing with one-month notice to the GD but through concerned Line Manager. Authority to accept, withhold or reject the resignation will however solely remain up to the GD.

Failing to give one-month prior notice, salary and allowance, if any for one month will be deducted from benefit package or any other source the organization is liable to pay to the staff concerned.

Use of annual leave balance in general will not be considered for such notice period as it may affect the work. Staff should therefore plan in advance to use annual leave if s/he is to resign.

Retirement

Maximum age limit to continue in service with AEHDAO is 65 years, thus beyond the age of 65 the staff will be subject to retirement.

However, if AEHDAO feels that service of the staff is needed for the organization, it may offer contract service for another one-year period over the retirement age.

Termination

The staff contract can be terminated subject to GD approval under the following conditions:

- If a staff member is absent from his/her duty station without any intimation to his/her Line Manager for 10 or more than days,
- Theft and misuse of Organization's funds or property; □ Willful negligence in the care of Organization's property; □ Physical fighting with any other employee:
- Non-disclosure in case of conflict of interest,
- Willful negligence/ disregard for safety of employee, program beneficiaries or any party related to AEHDAO;
- Unauthorized disclosure of confidential/restricted information;
- Discrimination among employees or any existing or intended program beneficiaries for reason of sex, age, tribe, religion or any other factor not directly relevant to the purpose of the activities of AEHDAO;
- Use of Alcohol or any intoxication within duty hours;
- Willful non-compliance of rules and regulations set out by AEHDAO;
- Soliciting and receipts of undue favors during the procurement process;
- General harassment -verbal/ physical abuse and intimidation- of employees, or intended beneficiary or any party related to AEHDAO;
- Sexual harassment;
- Any other instances for which the management believes that disciplinary actions are required.

For the purpose of this section, proper intimation/communication shall be considered as follows:

- Letter/ application to the effect;
- Email:

Departure feedback

All staff leaving AEHDAO, either due to resignation or retirement should give their feedback to the management about his/her experience with AEHDAO along with comments and suggestions for future improvement. AEHDAO welcomes such inputs from its staff so that it could serve better in future. Line Manager should ensure that departure interview of the staff is taken. In some cases, (like due to personal difference with the Line Manager) second higher authority may take departure interview of staff before leaving.

Clearance of Account

The staff that leaves AEHDAO should have his/her personal accounts cleared in all respects. Also it is the responsibility of the concerned staff to ensure that all advances are paid back to AEHDAO. Any official asset (like calculator, laptop for example) should be returned to the office. Any staff member failing to comply with these will be liable to face action including informing new office of the staff, if applicable. **Exit Checklist Form** shall be used for clearance of accounts of employees.