

Resource & Training Centre

ADMINISTRATIVE MANUAL

For Nationally-Recruited Staff

Reviewed and Agreed to by Staff
On 13th April 2017

Endorsed by the INDEPTH Board
On 17th May 2017

To be effective from 1st January 2018

a) ADMINISTRATION OF PERSONNEL

1.1 General Policy

- This Administrative Manual contains the policies and procedures for administration of nationally recruited personnel of INDEPTH-Network (hereinafter referred to as INDEPTH) and are designed:
 - i) to be in line with INDEPTH's general policies on human resources;
 - ii) to meet the requirements of the laws of the Republic of Ghana and the laws of the country in which an employee in a satellite office is resident:
 - iii) to meet international employment standards, since INDEPTH is registered as an International Non-Governmental Organization.
- b) This manual applies to all nationally recruited employees of INDEPTH and constitutes their terms and conditions of service. The implementation of the policies contained in this manual is geared towards:
 - attracting and retaining competent employees with the talent, integrity, experience and dedication required to fulfill the objectives of INDEPTH:
 - ii) rewarding all employees fairly with due regard to their level of performance and contribution to achieving the objectives of INDEPTH;
 - iii) creating a working environment conducive to employee fulfillment and personal development.

1.2. Application and Interpretation

- a) This manual shall be applied and interpreted in accordance with the laws of the Republic of Ghana.
- b) This manual may be amended from time to time to take into account changes in the primary objectives of INDEPTH mentioned in 1.1 above.
- c) This manual applies to all Nationally Recruited Employees of INDEPTH.

2. RECRUITMENT, APPOINTMENT AND TERMINATION

2.1 Definitions:

- a) The term <u>employee</u> of the INDEPTH shall denote a person rendering services to INDEPTH for a period exceeding three continuous months under the following arrangements:
 - i) He/she enters into a contractual agreement with INDEPTH as an employee for a specified period;
 - ii) He/she works on INDEPTH premises and is supervised by the Executive Director and/or a Project Manager or Section Manager as the case may be;
 - iii) His/her remuneration is in the form of a regular salary or wages.
- b) An independent consultant is a person who is employed by INDEPTH to render a specific service and paid only the entitlements stipulated in his/her contract of employment. For the avoidance of doubt, this manual does not apply to an independent consultant.
- c) The term temporary employee shall denote a person appointed to render services to INDEPTH for a period not exceeding six continuous months at a time, under the arrangements (i) to (iii).
- d) A temporary employee shall accrue no benefits other than salary
- e) The remuneration of a temporary employee shall be paid subject to all statutory deductions and all deductions shall be handled in accordance with the relevant laws and legislations of Ghana or the country in which the employee is employed.

- f) A Nationally recruited employee is a worker appointed to a position for which selection results from local competition within the country of posting following local custom and law.
- g) An Authorized Dependant includes a spouse and unmarried biological and stepchildren who are not older than 21 years of age. An employee will be asked to provide documentation that shows proof of dependants in the form of marriage and birth certificates and adoption papers.
- h) The total number of dependants that an employee may register shall be five, that is, four children and one spouse.

2.2 Recruitment (see also the Recruitment Policy Document)

- Any position falling vacant shall be advertised either internally within INDEPTH or externally. All recruitment shall be by way of application to the Administrative Manager or the appropriate staff indicated in the job advert.
- b) Where the advertisement for the vacancy is made only internally applications from qualified employees within the INDEPTH Secretariat shall be given priority consideration.
- c) In consultation with the Executive Director, all applications compiled by the Administrative Manager and Administrative Secretary or any other staff delegated by the Executive Director and short-listed for interviews, shall contain:
 - (i) detailed curriculum vitae;
 - (ii) certified or notarized copies of certificates, or attestations of academic and professional qualifications;
 - (iii) References from previous employers and any further information requested by INDEPTH. References may however be obtained by telephone.
 - (iv) Where references are initially received by the telephone, the recipient shall request the referee to confirm the reference in writing.
- d) INDEPTH may, as a condition of employment and at its expense, designate a qualified medical practitioner to do a standard examination of a candidate and certify whether the candidate is medically fit for employment. The cost of the medical examination shall be borne by INDEPTH.
- e) INDEPTH is an equal opportunity employer. There shall be no discrimination with respect to gender, sexual orientation, religious beliefs, etc.
- f) In the event that the Board of Directors of INDEPTH authorizes a restructuring of the Secretariat, current employees may be assigned new roles and job positions/descriptions without the positions necessarily advertised. The process assigning o f new roles and iob/positions and descriptions be within shall discussed Management and endorsed by the Board of Directors.

2.3 Appointment and Probation

- a) An appointment shall be by way of a letter of appointment.
- b) A letter of appointment shall indicate:
 - i) the nature and duration of appointment;
 - ii) the category and classification of the relevant post as well as the commencement salary;
 - iii) any other applicable conditions.
- c) An employee shall be furnished with a copy of this manual which contains the full details of his/her terms and conditions of service on assumption of duty.
- d) An employee shall be deemed to have accepted the appointment when, after receipt of the letter of appointment, he/she confirms in writing that he/she has read, understood and accepted the terms of appointment; and signs the letter of appointment.
- e) The employee will however resume work only when he/she has been certified to have passed the medical examination. .
- f) Each appointment shall have a probationary period of not less than three (3) months and not exceeding six (6) months. The probationary period for each position shall be stated in the letter of appointment.

- g) Unless expressly indicated otherwise, the commencement of an appointment shall be the day on which an employee first reports for duty in the relevant post. The employee's probationary period in that post shall begin on that date.
- h) If an employee is appointed immediately following a period of service as a temporary employee, the period of temporary service shall count as part of the probationary period.
- INDEPTH may terminate the employment of an employee on probation may be terminated without notice.
- j) An employee on probation may also terminate his/her employment without notice.
- k) An employee on probation whose appointment is terminated during the period of probation shall however be entitled to the salary for the number of days he/she worked.

2.4 Confirmation of Appointment

- a) The Executive Director shall confirm in writing the appointment an employee within 5 working days of the expiration of the successful completion of the period of probation.
- b) The employment of an employee on probation shall be deemed to be confirmed after 5 working days after the expiration of the probation if the employee does not receive a letter terminating his/her employment.

2.5 Conduct of INDEPTH Employees (See also specific policy)

- a) All employees shall comply with the labour laws and regulations of the Republic of Ghana
- b) Where the employee is not resident in Ghana the employee shall comply with the relevant laws and regulations of the country in which he/she is employed.
- c) All employees shall exercise utmost discretion with respect to all matters relating to official business, and, unless authorized by the Executive Director or an official duly authorized by him/her, they shall not communicate to any person, agency or organization any confidential information about the legitimate work of INDEPTH known to them by virtue of their employment.
- d) All employees shall be duty bound to work honestly and conscientiously for INDEPTH. To this end, all conflicts of interest shall be avoided. Specifically, employees:
 - shall not, at any time, use to their personal advantage information acquired by virtue of employment by INDEPTH, if such use is likely to be in, or lead to, conflict with INDEPTH's interests;
 - ii. shall not accept, or agree to accept, any monies, rewards or gifts from any person, agency or organization which has, or could reasonably be expected to have a business or professional relationship with INDEPTH without the Executive Director's approval, or on the case of the Executive Director without the approval of the Board. However, this requirement shall not be interpreted to include casual benefits such as hospitality. (Refer to the INDEPTH Conflict of Interest Policy)
- e) All employees shall refrain from using the Network's assets and services for private purposes or other purposes unrelated to the business of INDEPTH, unless expressly authorized by the Executive Director or an official, duly authorized by him/her.

2.6. Termination of Appointment

- The employment of an employee shall terminate at the expiration of the contract of employment.
- b) Where both parties agree INDEPTH may extend the employment of an employee whose contract has expired on the terms and conditions stated in the letter of

appointment.

- An appointment shall be terminated by either party giving a written notice of a period specified in the contract.
- d) Where a party decides to terminate the contract of employment it shall give the number of days' notice specified below or by paying salary for the equivalent period in lieu of notice to the party that should have been notified. However, the recipient party of the notice may waive the requirement of such notice.
 - For NRS staff heading sections ninety (90) days' notice.
 - For NRS staff not heading sections sixty (60) days' notice.
 - For support staff, including drivers, security and office maintenance staff thirty (30) days' notice.
- e) An employee's appointment may be terminated with notice or payment in lieu of notice where the employee's performance is determined to be unsatisfactory in accordance with INDEPTH's procedures for appraising performance. An employee whose work is unsatisfactory after an appraisal, shall be warned in writing in accordance with the following procedure:
 - i. The employee shall be given a first written warning, which shall be entered in the employee's personnel file.
 - ii. He/she shall be informed in writing why his/her performance is unsatisfactory.
 - iii. The employee shall also be informed in writing what to do to improve on his/her performance.
 - iv. The employee shall acknowledge receipt of the pieces of information in writing.
 - Where an employee's performance is adjudged unsatisfactory a second appraisal will be done at the expiration of 6 months after the appraisal in issue.
 - vi. If the employee's performance is still unsatisfactory, he/she shall be given a second warning.
 - vii. If, after the second warning, the employee's work remains unsatisfactory, he/she shall be liable to termination with notice.
- f) The Executive Director, on the advice of a disciplinary committee (see composition below), may terminate, without notice, the employment of an employee for gross misconduct (see other INDEPTH policies), such as theft/stealing, drunkenness on duty, insulting behavior towards superiors and colleagues etc. (the list is not exhaustive) which renders the employee, unfit for employment in INDEPTH.
- g) The Disciplinary Committee shall compose of:
 - The Chair of the Administration Sub-Committee of the Board
 - The Administrative Manager
 - A representative of the managerial class
 - A representative of the non-managerial class
 - Solicitor of the INDEPTH

Procedure of the Disciplinary Committee shall be:

- The hearing of the Disciplinary Committee shall be done in accordance with the rules of natural justice and fair hearing.
- The employee subject to disciplinary hearing shall be present throughout the hearing and shall be entitled to hear and respond to all accusations leveled against him/her by his accusers. He/she shall be entitled to cross examine all persons who testify against him/her.
- The employee subject to disciplinary hearing shall not be present when the Disciplinary Committee meets to consider its final decisions.
- All transactions of the Disciplinary Committee including disciplinary hearings shall be recorded verbatim.
- h) INDEPTH shall give every employee a certificate of service upon termination of employment, unless the employment was for a period of less than four (4) consecutive weeks, or unless the employee does not want a certificate of service.
- i) If employment ceases by termination, dismissal, voluntary resignation, retirement or death, the employee/beneficiaries shall be paid the Pension fund contributed by the employee and the employer. These payments shall be authorized the Executive Director and Head of Finance within 30 days of the termination of employment.
- j) INDEPTH shall not authorize the payment of the Pension Fund until the employee has full discharged all his/her obligations to INDEPTH including returning all INDEPTH assets in his/her possession.
- k) An employee's whose employment has been terminated as a result of any of the above, shall not communicate to any person, agency or organization any confidential information known to him/her by virtue of his/her previous employment with the INDEPTH.

3. SUSPENSION

- a) Where an employee has acted in a manner which can cause or has caused serious harm to the work of INDEPTH or has acted illegally INDEPTH may, in addition to exercising its legal rights, suspend the employee without pay for up to one (1) month.
- b) The employee shall be suspended only after the case against him has been heard by the Disciplinary Committee and the Disciplinary Committee has recommended that suspension is warranted under the circumstance.
- c) The suspended employee shall return to work at the expiration of the period of suspension and shall continue to work under his/her existing terms and conditions employment in the period before the suspension.
- d) A record of the suspension and the events leading to the suspension shall be kept on the personnel file of the employee.
- e) An employee aggrieved at his/her suspension is shall appeal to the Board which shall review the matter as it deems fit. The decision of the Board shall be final.

4. RETIREMENT

- a) All employees shall retire at 60 years.
- b) In exceptional circumstances the Board of Directors may authorize that a retired employee be employed on contract on terms and conditions that the Board would stipulate.
- **5. BEREAVEMENT** Refer to the INDEPTH policy on bereavement.

6. DISABILITY

- a) Where possible INDEPTH shall offer employment to persons with disability under the conditions in this manual
- b) A person with disability will also be entitled to all conditions prescribed for persons with disability under the Labour Act of Ghana or the relevant legislation of the country in which the satellite office is situated and where the person with disability works.

7. PERFORMANCE REVIEW

- a) INDEPTH employees will be subject to bi-annual appraisals by their line managers. The objectives of the performance appraisal are:
 - To provide a regular formal meeting between supervisor and employee to review, discuss and register a summary of the employee's performance during the period in line with the expectations stated in the job description;
 - To provide the opportunity for the employee to communicate career aspirations and needs to the supervisor, where applicable, training and development requirements;
 - iii. To provide INDEPTH's management with an overall view of the quality of existing personnel as a basis for preparing short and long-term human resources and training plans, and for identifying strong and weak performers;
 - To serve as an objective and fair instrument for rewarding employees according to merit.
- b) There shall be, for the purpose of standardizing the Performance Review, a Performance Appraisal Form. This shall be completed by both the employee and his/her immediate supervisor. (See appendix) Employees will be appraised on the following points:

- job knowledge,
- technical skills,
- quality of work,
- work volume, initiative,
- dependability,
- adaptability and cooperation.
- c) The result of the appraisal shall be communicated to each employee individually.
- d) An employee who disagrees with the performance review may raise the point of disagreement in writing to the Management Committee which shall decide the merit of disagreement. The decision of the Management Committee shall be final. The appraisals of senior staff shall be made available to the Board on demand by the Board.

8. MANAGEMENT OF EMPLOYEES

8.1 **Hours of Work**

All employees shall work for 40 hours a week from Monday to Friday. In exceptional circumstances, an employee may be requested to work on Saturday and Sunday as part of the normal working week:

- a) The official working hours shall be from 0800 hours to 1700 hours, with a one- hour lunch break, which may be taken any time between 1200 and 1400 hours, as mutually convenient for the employee and the supervisor(s).
- All employees shall work during the core hours of 0800 to 1700 hours, except during the allowed lunch break.
- c) If an employee's presence during certain hours is required for the efficient operation of his/her office, the employee's supervisor may also set some or all of the employees non-core hours, so that the employee must be at work also during the additional hours thus set.
- d) It shall be the responsibility of the employee who is unable, for any unforeseen reason, to report for duty, to notify the supervisor and the Administrative Manager as soon as it is evident that the employee will not be able to report to work.
- e) Professional Staff: With the approval of a supervisor an employee may be granted the privilege of adjusting their working hours. Such approved flexi-hours will be communicated by the immediate supervisor to all INDEPTH staff members dependent on, or impacted by, the employee's work. To facilitate staff interaction, however, it is expected that staff members will be available during a core period of 1000 hours to 1600 hours. It is also recognized that scientific research and other similar activities cannot be conducted according to a rigid schedule.
- f) All employees are expected to devote their time and energy necessary to fulfill the requirements of their appointment. Although this may require work outside of normal hours, INDEPTH does not expect that employees will routinely work outside normal working hours. Professional staff members, whether internationally-or nationally- recruited, will not generally be compensated for work outside normal hours. However, at the discretion of the immediate supervisor, time off may be granted in lieu, in cases when prolonged work outside of normal hours is required.

8.2 Official Holidays

a) INDEPTH shall observe the official holidays of the Republic of Ghana which will be posted by the Administrative Manager at the beginning of each year.

b) Employees who work in INDEPTH satellite offices outside Ghana shall observe the official holidays of the country in which they are employed.

8.3 Compensation for Overtime

All employees shall be paid consolidated wages that shall include payment for possible overtime work that would be done by employees in the course of their employment.

8.4 Per Diem Rates

- a) INDEPTH shall pay per diem at the current W.H.O per diem rates to employees except support staff will be applied to staff to whom separate conditions apply.
- b) W.H.O reviews per diems every year and the Director of Finance shall in consultation with the Executive Director advertise the current rate to all employees as soon as they are available.
- c) INDEPTH shall pay per diem only for approved official trips.
- d) INDEPTH shall not pay per diem to an employee taking part in an INDEPTH training programs or workshop.
- e) INDEPTH shall provide suitable accommodation for an employee attending training programs and workshops.
- f) An employee attending INDEPTH workshops will be covered by workshop conditions.

8.5 Personnel Records

- a) The Administrative Manager shall maintain confidential records all employees, which shall contain the following particulars on each employee:
 - i) all documents produced in the course of recruitment;
 - ii) contracts and/or letters of appointment;
 - iii) performance appraisals, completed in accordance with the requirements as specified from time to time by the Management; and
 - iv) all other records, documents and correspondence relating to the employee.
- b) On need-to-know basis INDEPTH shall grant authorized government official(s) access to the employee's record(s), provided that access to any employee's medical record shall not be granted except with the consent of the employee concerned, or as otherwise required by the Iaw of Republic of Ghana or of the country in which the employee is employed.

8.6 Dress Code

- a) The preferred mode of dressing to work shall be formal: African or Western.
- b) Smart casual dress may be worn on Friday.

8.7 Management Committee

- a) The Executive Director shall constitute and Chair a Management Committee to assist with the general management of staff and general issues related to the running of the Secretariat.
- b) The Management Committee shall meet once every month.
- c) The exact day for such meetings shall be communicated to all employees so as to afford them the opportunity to bring up to the committee any issues relating to their welfare.
- d) Employees must submit their issues in writing to the Chair of the Management Committee at least a week before the meeting of the committee.
- e) The Management Committee shall comprise the Executive Director and Heads of Sections.

8.1 LEAVE

8.2 Annual Leave

- a) Employees shall be entitled to twenty-five working days leave per year.
- b) Earned leave shall not be deferred
- c) Earned leave may be deferred only with the written authorization of the Executive Director and the deferment shall be done before the 31st day of December in the year in which the leave is earned provided that this limitation shall not apply to leave accumulated by way of compensation for overtime.
- d) Earned leave that was deferred with the authorization of the Executive Director may be carried over to the following year but shall be taken between January 15 and February 28.
- e) Annual leave shall be requested in writing, on a prescribed form, and taken only when authorized and after consultation between the employee, his/her supervisor and the Administrative Manager as to its duration and timing.
- f) On January 15 each year, every employee shall indicate, on a prescribed form, his/her leave plans.
- g) On termination of employment, an employee shall be compensated for leave not taken.

8.3 Maternity Leave

- Female employees shall be entitled to twelve weeks maternity leave, with full pay and allowances.
- b) The maternity leave may be taken before or after the expected date of confinement, provided they have worked for not less than one year in a full time position for INDEPTH
- c) Maternity leave may be combined with annual leave, provided it is duly authorized by the Executive Director.
- d) At least 15 weeks before the expected date of confinement, an employee applying for maternity leave shall submit the attending physician's certificate stating the expected date of confinement.
- e) Maternity Leave shall not be combined with sick leave unless it is specifically approved by the Executive Director on medical grounds.
- f) Female employees shall be entitled to other rights stipulated under the Labour Act of the Republic of Ghana, 2003, Act 651.

8.4 Special Leave

- a) An employee may be granted special leave for up to a maximum of five (5) days per year with pay at the discretion of the Executive Director, for a death in his/her immediate family.
- b) The term immediate family shall comprise spouse, employee's own children, siblings and parents.

8.5 Sick Leave

- a) INDEPTH shall allow 18 days sick leave for a year.
- b) It shall be the responsibility of the employee to notify the office immediately of any illness preventing him/her from reporting for duty. Under such circumstances, the employee must keep the office informed of his/her progress towards recovery.
- c) Illness in excess of two consecutive days must be supported by a medical certificate from a medical practitioner from a designated institution
- d) On resumption of duty an employee shall be required to fill in a prescribed form, and obtain approval for the number of days he/she was on sick leave

8.6 Leave without pay

- a) An employee may be granted leave without pay where the employee has worked in a full time position for not less than three years
- b) Leave without pay shall be requested by the employee and recommended by the Administrative Manager and must be approved by the Executive Director;
- c) Leave without pay shall in general be approved only where the interest of INDEPTH shall not be affected by the leave or in cases of a family emergency;
- d) Leave without pay shall not normally be combined with any other leave and no other leave shall accrue or be credited during this period. However, in exceptional circumstances, the Executive Director may consider an application from an employee to combine annual leave with leave without pay.
- e) An employee who is granted leave without pay and who resumes his employment on the expiration of such leave shall be reinstated to the position he/she occupied at the time before the commencement of the leave without pay or in a comparable position without diminution in salary and benefits.
- f) A leave without pay shall not exceed three (3) months.
- g) The employee shall meet all monthly payments towards benefits (medical insurance, group insurance, Pension Fund, etc.) during the period of leave without pay.

9. EDUCATION

Please refer to the consolidated salary and benefits package which includes salary and all benefits agreed with all staff.

10. EMPLOYEE TRAINING AND DEVELOPMENT

- a) An employee may be sponsored under the employee training and development program provided he/she has worked for at least two years in a full time position with INDEPTH.
- b) INDEPTH shall finance staff development programs geared towards promoting the self-improvement of employees and improving the quality of staff.
- c) INDEPTH shall pay cost such as but not limited to:
 - i. Course costs of recognized professional degrees;
 - ii. Costs of approved, short-term, job-related courses;
- d) INDEPTH shall, in pursuit of this objective, identify and support employees to pursue training and development initiatives that will:
 - i. contribute to the improvement of individual performance;
 - ii. prepare an employee for more demanding assignments; and
 - ii. assist an employee to cope with technological and organisational change.
- e) An employee who has benefited from INDEPTH-funded training shall be obliged to work for INDEPTH for 2 times the number of years spent in the training after completion of his or her training, otherwise the employee shall be obliged to refund to INDEPTH pro rata the cost incurred by INDEPTH on his/her training.
- f) An employee requesting assistance under this section shall prepare a training or development programme and discuss it with his/her supervisor.
- g) Training programmes shall preferably be taken after normal working hours, unless otherwise authorised by the Executive Director.
- h) Training can take place either locally or overseas.
- Approval for employee training shall depend on availability of funds.

11. Health Insurance:

- a) Employees shall subscribe to the National Health Insurance Scheme in Ghana.
- b) Employees in INDEPTH satellite offices outside Ghana shall similarly subscribe to the relevant Health Insurance schemes in their countries of employment.
- c) Additionally, INDEPTH shall provide health insurance coverage for all its employees and their approved dependants with a reliable service provider.
- d) Until a service provider is identified and a contract signed, INDEPTH shall operate an employer health fund from which health expenses of staff that are approved by the Executive Director or a senior staff member authorized by him, shall be reimbursed.
- e) The approved dependants of an employer will be the same as those approved for the employee by the Executive Director.

12. Salary Advance:

- a) INDEPTH may where requested grant a salary advance in the sum equivalent to one month salary to an employee who has worked with INDEPTH for at least one full year.
- b) INDEPTH may also on request grant an interest free loan to an employee.
- c) The interest free loan granted to an employee shall not exceed 30% of his/her annual salary.
- d) An interest free loan shall be repaid before the close of the financial year in which the loan was secured.
- e) All salary advance and interest free loan shall be approved by the Executive Director and shall be settled within the financial year it was taken.

13. Social Events

- a) From time to time, Management would organize social events to encourage employees to interact on informal basis.
- b) Attendance is at the discretion of employees.
- c) However, all employees are encouraged to attend social events organized as part of INDEPTH's workshops and meetings, especially those held in Accra.

14. Newcomers to INDEPTH

- a) All newly appointed INDEPTH staff members will be offered an orientation program by senior members of staff and/or the Administrative Manager.
- b) INDEPTH shall assign a "buddy" to assist the newcomer, especially an internationally recruited non-Ghanaian employee, to settle in and understand the INDEPTH culture and office procedures.

16. Visitors to INDEPTH

- a) All schedule employees shall advice the Administrative Manager of visitors expected from overseas and shall provide him/her with relevant supporting documents in advance, to enable processing of visas on time.
- b) Other arrangements such as, accommodation, airport pick up, transfers, drop off needed with respect to visitors shall be advised on time.

INDEPTH Network

Administrative Manual

Version: 1 January 2018

This version of the Administrative Manual shall be effective 1 January 2018 for 5-year period. It may however, be reviewed from time to time on recommendation by the Board of Trustees.

I, the undersigned, hereby indicate that I have read and fully understood the INDEPTH Administrative Manual.
I also understand that it regulates my terms and conditions of employment at INDEPTH
Name:
Position:
Signature:
Date:
After signing, please return to the Administrative Manager.