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## **1. INTRODUCTION**

### **1.1 Establishment**

Oromiyaa Development Association (ODA) is an indigenous NGO established in 1993 (G.C.) by the Oromo people to undertake the general socioeconomic development activities within the Regional State of Oromiyaa.

### **1.2 Legal Status**

Since March 1993, ODA has operated as a local NGO registered under RRC to implement rural development programs in Oromiyaa. On 27<sup>th</sup> January 2010, ODA was re-registered as an Ethiopian Resident Charity Organization with registration number 1414.

### **1.3 ODA's Vision and Mission**

ODA's vision is to see a developed Oromiyaa society where all people are empowered, educated, healthy and living in a green environment.

ODA's mission is to contribute towards the improvement of the lives of the Oromiyaa people through sustainable integrated community based development programmes primarily focused on livelihoods, empowerment, health and education. To achieve organisational excellence and outstanding leadership.

### **1.4 Purpose and Objectives**

The purpose of this manual is to clearly document the HRD policies for use throughout the organization and to provide the framework for best practice HRD processes and practices. The new Executive Management Team have developed an ambitious and challenging strategic plan which requires fully comprehensive HRD policies to support the organization's transformation into a high performing development Association.

The main objectives of this manual are as follows;

- The policies and procedures establish clear parameters within which ODA will effectively manage its human resource management issues.
- The manual forms the framework for the development of further policies and procedures by ODA management and HRD.
- The manual serves as a guide to provide a uniform level of understanding in the interpretation of policies for the management and administration of ODA's human resources.

- These policies and procedures are considered as an integral part of each staff member's contract of employment, unless specifically stated otherwise in the contract of employment.

## **1.5 Employment Policy**

- ODA reaffirms its long-standing policy to provide equal employment opportunities for all applicants and equal promotion consideration to all its employees, based on performance. ODA subscribes fully to the doctrine of non-discrimination in employment regarding race, color, nationality, gender, sex, disability or political conviction.
- ODA supports recruitment from within the community. However, some higher-level positions require skills and experience not available locally. In such cases ODA will recruit from outside. To infuse new ideas and viewpoints in its program, ODA may recruit expatriates at senior levels in the organization.
- Recruitment, particularly to permanent positions, shall always be on a competitive basis. Recruitment, which is not competitive, can only be authorized by the Executive Director who shall consider such recruitment when competitive recruitment fails or time is crucial or cost is unnecessarily high or special recommendation is made by an appropriate person or body.

## **1.6 Authority of Implementation, Interpretation and Amendments**

### **1.6.1 Legal Basis**

The principles, policies and procedures documented in this manual are approved by the Board of Directors.

- Policies and procedures detailed in this manual reflect the conditions of service, basic rights, duties and obligations of staff members in consideration of the Ethiopian labor laws.
- The Board of Directors reserves the right to interpret, amend, modify or revoke any provisions, procedures or benefits contained in this manual and will apply such changes to both current and future staff members.
- Any changes to the provisions in this document required approval from ODA's Board of Directors.
- The Executive Director has the authority to:
  - Implement the policies contained in this manual,
  - Develop and implement detailed procedures and practices within this policy framework,

- Delegate his/her authorities to ensure the efficient management of all HRD processes and practices.

### **1.6.2 Amendments and Exceptions**

- The Board of Directors has the right to add, modify, revoke, suspend or terminate any of these policies, either in part or full, at any time without notice.
- Rights accrued up to the time of amendment will be respected.
- The Executive Director will propose amendments/exceptions to the Board of Directors through the Chairman of the Board to facilitate effective decision making and implementation.
- The Executive Director has the accountability to ensure that the Manual is current and fit for purpose by overseeing periodic reviews.

### **1.6.3 Scope of Applicability**

- The manual will govern the entire relationship between ODA and its employees, supplementing the Ethiopian Labor Laws and ODA's Articles of Association.
- The manual shall form an integral part of the Employment Contract.
- The Labor Proclamations of Ethiopia will govern any matter not included in this manual.
- This manual applies to all ODA employees who are on permanent contracts and on fixed term contracts. Any exceptions are as per the employee's employment contract.

### **1.6.4 Communication**

- The introduction of new policies or working practices will be communicated to all staff upon approval.
- Any changes which impact an individual will be discussed on a one to one basis.

## **1.7. Definitions**

Throughout this manual, the following terminologies carry the following meanings

**1.7.1 Staff/Employees:** ODA staff members who have been recruited all on a competitive basis and who are on an employment contract after completion of recruitment process as specified in the recruitment procedures of this manual.

**1.7.2 Permanent employees:** employees holding positions through employment full time for indefinite period of time.

**1.7.3 Contract employees:** Employees holding positions with contracts issued on a fixed basis which may be renewable depending on his /her performance; ODA's funding position, donor based projects and strategic priorities.

**1.7.4 Relatives:** Relatives for the purpose of this manual has been defined as the spouse, parents, children, brother, sister, brother in law, sister in law, niece, nephew, aunt, uncle, cousin, grandparents and grandchildren of a staff member of ODA.

**1.7.5. Executive Management:** All ODA employees who are operating in roles classified as grade seven (7), namely, Executive Director and Deputy Directors.

**1.7.6. Senior Management:** All ODA employees who are operating in roles classified as grade six (6), level two (2) and level three (3).

**1.7.7. Line Manager:** An employee's direct manager who directs and supervises their objectives and work requirements.

**1.7.8 Base salary:** In the main elements of a staff members total benefit package as stipulated in the contract of employment or subsequent letter. It is the basis for the calculation of provident fund or pensions, insurance and cost of living allowances.

**1.7.9 Gross salary:** the total amount paid every month and regularly in return for the service of an employee, as stipulated in the contract of employment and as defined in the relevant policies of this manual.

**1.7.10 Net Salary:** is the net amount to be paid to ODA staff every month and regularly after the required deductions from salary have been made as per this manual.

**1.7.11 Benefit:** Advantages to which staff members are entitled to as per the allowances and benefits policies contained within this document.

**1.7.12 Work rule :**subject to the Labor Laws of the FDRE and other relevant laws, internal rules which govern working hours, rest period, payment of wages and the methods of measuring work done, maintenance of safety and the prevention of accidents, disciplinary measures and its implementation as well as other conditions of work.

**1.7.13 Job vacancy:** A vacancy shall mean a position created when an organization extends or there is an existing unfilled position.

**1.7.14 Staff transfers:** The movement of a staff member from one post to another of same grade. This may take place within the same department/program or from one duty station to another.

**1.7.15 Staff Secondment:** A transfer of a staff member within ODA for a set time period pre-agreed between the staff member and a member of the ODA management team.

**1.7.16 Staff promotion:** The advancement of a staff member from a lower position to a position of a higher level for which better pay is prescribed and can be considered only when a vacant post is present with budget.

## **1.8. RIGHTS AND OBLIGATIONS**

### **1.8.1 Rights of ODA**

- To implement all rules and regulations coming from Government, the Board of Directors and the management of ODA.
- To set ODA's strategic direction and actively direct operations to achieve the strategic objectives.
- To recruit, suspend, dismiss, promote, demote, transfer and/or fine employees.
- To create and implement an appropriate organizational design for ODA with accompanying roles, job classifications and salary.
- To take appropriate managerial interventions to safeguard the welfare of all legal and administrative rights stated in this manual and the association and its employees.
- To refrain from offering salary increment and other related benefits when faced with budget deficit.
- To reduce the work force of ODA based on following reasons:
  - Fall in demand for the services of ODA resulting in reduction of volume of work,
  - Decision by ODA to alter work methods or introduce new technology with a view to increasing efficiency,
  - Change in strategic direction leading to a reduction in the number of staff employed.

### **1.8.2 Rights of Employees**

Employees of ODA have the following rights:

- To demand and acquire all legal and administrative rights stated in this manual and as per Ethiopian labor law.
- To receive all benefits ODA offers to other employees unless conditions are stipulated otherwise.
- To apply and compete for any vacancies advertised by ODA.
- To exercise his/her legal right through grievance appeal procedures and protect his/ her dignity.

### **1.8.3 Obligations of Employees**

- To respect and implement all policies and procedures relating to ODA;
- To devote his/her full energy to perform duties assigned to him/her in order to meet ODA's strategic and annual objectives;
- To protect and handle with utmost care all equipment, uniform and property of ODA;
- Not to remove any ODA property from the workplace without written consent from a responsible person;
- To report to working place on time and not to perform personal work during working hours;
- To refrain from acts that endanger himself/herself or colleagues or the property of ODA;
- To maintain accurate company records so that they can be shared and contribute to the organization's learning;
- To keep confidential information to themselves;
- To observe safety regulations issued by the organization;
- To abide and respect the disciplinary regulations of ODA;
- If an accident occurs, take all reasonable steps to safeguard self, colleagues and ODA property;
- To respect all ODA's stakeholders and beneficiaries and maintain ODA's good reputation. Be courteous in all contact with members of the community and maintain high level of integrity in all business matters;
- To report for work always in a fit mental and physical condition;
- Not to carry any kind of weapons whilst on duty;
- Not to accept gifts or remuneration from a third party in recognition of collaboration which may be found irregular and result in dishonesty;
- Not to use information know to them by reasons of their official position for private or third person's advantage.

### **1.8.4 Obligations of ODA**

- To develop and communicate strategic and annual plans to achieve the organization's mission and vision;
- To provide employees with all the necessary materials, facilities and access to training and development to enable them to effectively perform their duties;
- To ensure all roles are matched into the role classification scheme and are given an appropriate grade and level;

- To take occupational health and safety measures to safeguard employees within the workplace;
- To pay salaries, allowances and benefits promptly in accordance with ODA policy and procedures;
- To purchase corporate insurance;
- To refrain from taking illegal and improper penalties on employees;
- To keep all employee's information confidential and to destroy all employee related information two years after they leave the organization;
- To not employ any individuals less than eighteen (18) years of age or in excess of seventy (70) years old;
- To consult Labor Laws for any issues which fall outside of this manual.

### **1.9 Implementation**

- This manual was approved by the Board of Directors in May 2011 and all policies are applicable from that date.
- This manual supersedes all previous HRD manuals.
- The Executive Director will ensure that a full implementation plan supports the introduction of any changes

## **2. RECRUITMENT, SELECTION AND APPOINTMENT**

### **2.1 Principles and Policies**

- ODA is an equal opportunity employer and considers all job applications on the basis of merit, irrespective of race, creed, sex or political conviction.
- ODA's policy is to recruit staff of the highest caliber through fair, consistent and open selection processes.
- Appointments will be made on merit as outlined in this manual.
- Gender representation will be considered in employing staff without unduly compromising merit.
- The overall responsibility for recruitment and appointment is vested with the Executive Director but to enable organizational efficiency, he/she can delegate this accountability.
- All Executive Management appointments (Executive Director and Deputy Directors) will be approved by the Board of Directors.
- Only roles which have been agreed as part of the annual planning and budgeting processes or when a role is vacant due to the staff member leaving can be defined as a vacant position.
- All vacancy requests must be authorized by the Chief Corporate Services Manager before the recruitment process can begin to confirm that they are within the approved budget/plan.

### **2.2 Authority to Recruit**

- A recruitment committee will be established under the direction of the Executive Director on an ad hoc basis to assess, recruit and select eligible candidates for all permanent posts.
- For all Senior Posts (Grades V and above), the recruitment committee shall consist of the Chief Corporate Services Manager, Line Manager of the Vacant Position, HRD Manager and other relevant staff as deemed necessary. The Executive Director shall approve these appointments.
- For all other posts, the recruitment committee shall consist of the Line Manager of the Vacant Position and the HRD Manager. The Executive Director will approve these appointments.
- For temporary staff (not exceeding three (3) months), they may be selected by the line manager and the HRD Manager.



## **2.3 Recruitment**

### **2.3.1 Conditions for Recruitment**

- Availability of a vacancy,
- Fair and equal opportunity to all candidates,
- Open competition between all candidates,
- Selection and placement of the most qualified candidate in terms of qualification, skill, experience, fit with the corporate values and other requirements.

### **2.3.2 Advertising**

- The responsibility for managing the advertisement process rests with the HRD function.
- Advertising is mandatory for all full time and fixed term positions with a duration of six (6) months or more.
- Vacancy announcements shall be made internally or externally upon request from the recruiting line manager.
- Internal vacancy announcements will be made for posts for which suitable candidates might be available within ODA or to provide development opportunities.
- The HRD function will determine the most appropriate type of media for internal and external vacancies ensuring maximum exposure.

### **2.3.3 Contents of the Vacancy Advertisement**

The advertisement will include (as per the template “Vacancy Announcement”):

- Position title
- Brief description of duties and responsibilities
- Qualification, skills and experience required
- Place of work
- Time and place of registration, includes our email contact for electronic receipt of applications
- Documents to be presented
- Application procedure
- Closing date for applications
- Vacancy reference number

### **2.3.4 Screening of Applications**

- All applications should be directed to the HRD Department.
- The HRD Department is responsible for opening a recruitment file, screening the applications and preparing shortlist in conjunction with the line manager of the vacant position.
- The applicants will be screened using a point's based system aligned to the job requirements. The candidates receiving the highest number of points will be called for an interview.
- HRD will use the template "Job Application Selection Assessment" to record the results of the screening exercise.
- When there are high volumes of applications, the top five (5) % or ten (10) % of applicants will be called for an interview at the discretion of the HRD Manager.
- HRD will communicate with the candidates to confirm the date and time of appointment, providing sufficient notice for candidates.
- Applicants may be disqualified due to the following reasons:
  - Below the minimum age of employment,
  - The applicant has been dismissed from previous employment due to disciplinary misconduct,
  - The applicant has submitted false documents,
  - The applicant does not meet the minimum required standard.
- At the discretion of the Executive Director, there may be circumstances where an individual can be appointed into role without an interview.

### **2.3.5 Selection**

- All candidates will be interviewed and as required, may be prepared to deliver a presentation, take part in a group exercise or undertake a written test to fully evidence the skills required for the role. The HRD function in conjunction with the line manager will determine the appropriate selection methods taking into consideration the seniority of the role and the cost of recruitment.
- All candidates will be assessed in relation to a pre-determined criteria, agreed by the HRD function and the line manager which is fully aligned to the accountabilities within the job description.
- The results of the selection process will be recorded on the template "Interview Assessment Form"

- The Recruitment Committee will make decisions based on merit in relation to the selection criteria and the individual's potential.
- The Recruitment Committee will use the following processes to select a suitable candidate:
  - Written references
  - Evidence displayed during the selection process
  - Policies on equal opportunity
- All the documents and correspondence related to the recruitment/selection process are confidential and the for the information of HRD and the Recruitment Committee. These matters remain confidential although the results of the selection process will be made public. All staff involved in the recruitment/selection process must refrain from disclosing any aspect of the selection to non committee members.

#### **2.3.6. Selection of Candidates and Authority of Approval**

- The selection recommendation should clearly indicate:
  - Applicants who were interviewed
  - Points awarded for each candidate for all parts of the process
  - Selection decision and rationale for selection decision
  - Reference checks
- The recommendation should be signed by the all members of the Recruitment Committee
- The Executive Director or his/her designate shall approve all employment recommendations.
- All candidates whether successful or unsuccessful will be informed of the outcome within 7 working days from the date of interview.
- A new recruit must produce a medical certificate from an authorized hospital or clinic demonstrating his/her physical fitness to commence services for ODA.
- Any costs incurred by the selected candidate to produce a health certificate will be reimbursed by ODA.
- The medical certificate must be received before the selected candidate can commence work.

#### **2.3.7 Letter of Offer, Regret and Employment Contract**

- The successful candidate will receive a letter of offer (as per template "Letter of Offer") signed by the Executive Director or the Chief Corporate Services Manager and the accompanying job description.

- The new recruit will be required to provide a written acceptance re his/her employment and as appropriate, a release paper from their previous employer.
- A contract of employment will be prepared for all new staff and any current staff who are being offered a different position with different terms and conditions.
- Unsuccessful short listed candidates will receive a letter of regret signed by the Chief Corporate Services Manager.
- The contract of employment must contain:
  - Position title
  - Mode of employment
  - Period of the contract
  - Grade and level
  - Salary and Benefits
  - Expected date of commencing duty
  - Probation period
- HRD will use the template “Contract of Employment” as the basis for the employment contract.
- There will be three (3) copies of the appointment letter and employment contract, distributed as follows: employee, employee’s file and Finance department.
- All employees will be requested to sign an “Employee Confidentiality Agreement” so that they fully understand their obligations re confidentiality.

### **2.3.8 Confirmation of Employment**

- All new appointments will be effective from the date specified in the employment contract. The salary for the first month of employment will be paid pro-rata to reflect the actual number of days worked.
- All employees will have a probation period of forty five (45) calendar days and minimum standards expected during this period will be fully explained by his/her immediate supervisor and used as the basis for assessing the probationary performance of the new employee.
- Upon successful completion of the probation period, the employee will become a confirmed employee and will receive a letter of confirmation signed by the Chief Corporate Services Manager, as per the template “Letter of Employment Confirmation”
- All benefits and allowances will be available to the employee from the date of confirmation or as detailed in the employment contract.

- Employees on fixed term contracts will receive a “Letter of Contract Renewal” signed by the Chief Corporate Services Manager if the work, funding and strategic priorities requires the individual’s ongoing skills.

## **2.4 Commencement of Employment**

### **2.4.1 Job Descriptions**

- Every individual will receive a copy of their job description.
- It is the primary duty of employees of the organization to fulfill the tasks assigned to them under their job descriptions and as per the goals they set with their supervisors.
- The progress towards achieving the job description accountabilities shall be the major basis on which performance evaluations are made.

### **2.4.2 Orientation**

- Every newly recruited employee, regardless of status, shall attend an orientation programme.
- The HRD Department and the immediate supervisor for whom the employee is/are recruited shall be responsible for organizing the orientation programme, using the “Orientation Checklist” template.
- The orientation programme should cover the following issues as applicable
  - Introducing the employee to colleagues with whom he/she shall be working;
  - Explaining the history, vision, mission, objectives, structure, strategies, programs and project of the organization;
  - Highlighting standards of work, attendance, conduct expected of employee;
  - Briefings on the reporting systems within the organization;
  - Explaining administration procedures i.e. hours of work lunch hours, reporting absence etc;
  - Describing the duties and responsibilities of the employee;
  - Showing physical layout of the of the office, rest room facilities etc;
  - Familiarization of available means of communications, e-mails, Local Area Network (LAN),fax, etc
  - Provision of all organizational policies and procedures;
  - Provision of all internal and relevant external ODA communication materials;
  - Supply of equipment and materials required to effectively perform the role;

- Explaining pertinent safety regulations and demonstrate use of any necessary equipment.

### **2.4.3 Identity Cards**

- Regular full time and part time employees shall obtain identity cards duly signed by the Chief Corporate Services Manager.
- All employees will obtain an identity card upon successful completion of their probationary period.
- Replacement cards will only be issued when the HRD manager has received a written letter from the individual.
- Upon termination of employment, the identity card must be returned to HRD function.
- No employee is entitled to take their letter of clearance before returning his/her ODA identity card.

### **2.4.4 Employee Records**

- The HRD department will open a personnel file for all new employees which shall be kept confidential.
- Each new recruit shall be required to complete a “Employee Personal Information Form” on which personal information, employment history, educational and training data, etc. shall be recorded.
- Each ODA sub-offices will also maintain a copy of the file for each staff member assigned to that office.
- Each file will contain the following documents:
  - Employee Personal Information Form.
  - Letter of advertisement and notice.
  - Letter of application for employment.
  - Contract of Employment.
  - Job Description.
  - Copies of certificates and license.
  - Copies of all correspondence about the employee, including warning letters.
  - Copies of all performance evaluations.
  - Copies of all salary/benefits adjustment notices.
  - Copies of all appropriate medical records.
  - Release paper from his/her previous employer, if any.

- 2 passport size photos.
- Employment test results/interview notes.
- Pre-employment medical certificate.
- It will be the employee's responsibility to inform the organization in writing of any change in personal status such as marital status, number of dependents, etc.
- The Finance Office will maintain copies of standard documents pertaining to salaries and benefits only.

#### **2.4.5 Probation**

- A probation period of forty five (45) days from the date of hire shall apply to all new employees except those employed for a specific period or casual work.
- At least one (1) week before the completion of the probationary period, the employee will be subject to a performance evaluation.
- Based on this evaluation, the Executive Director may either confirm employment status or terminate employment without notice or reason based on the recommendation of the immediate supervisor and confirmation from the Chief Corporate Services Manager.
- Further terms of probation will not normally be afforded to new employees after completion of the initial probation period, unless under special circumstances approved by the Executive Director.
- If the performance of the employee on probation is not satisfactory the contract of employment may be terminated at any time without being obliged to pay severance pay or compensation. Such a decision should be transmitted to the relevant staff member in writing Chief Corporate Services Manager upon approval from the Executive Director before the 45<sup>th</sup> day of employment.
- Either party may terminate the contract of employment with one (1) week's notice.

#### **2.5 Employment Categories**

Employees within ODA can be defined as:

- Permanent contract
- Fixed term contract
- Temporary Staff

The provisions within this manual apply to all permanent contract and fixed term contract unless specified differently within their employment contract.

Every temporary employee will have a contract of employment which defines the appropriate policies, benefits and allowances.

ODA works with volunteers to achieve their strategic objectives. This manual does not apply to volunteers.

## **2.6 Employment of Consultants**

- A consultant is an independent contractor who is directly engaged by ODA for a specific assignment and for specific periods of time.
- Consultants are not legal employees of ODA and thus the provisions stipulated in the manual shall not be applicable to them.
- The hiring of consultants required in the day to day operations of ODA will always be approved by the Executive Director or his/her designate upon presentation of a justification, alignment with the strategic plan and availability of funding in the annual budget.
- The screening process for consultants is the responsibility of the relevant manager, the Chief Corporate Services Manager and the Procurement Manager.
- Recruitment is made by utilizing one or more of the following methods:
  - Advertisement in relevant publications;
  - Advertisement in relevant institutes;
  - Loan or secondment from other institutes;
  - Comparative evaluation of Consultancy firms on the basis of proposals submitted;
  - Comparative evaluation of potential consultants for whom curricula vitae are obtained;
  - Personal recommendation from an external sources;
  - Personal recommendation from ODA staff member.
- All selections will be on the basis of acquiring the appropriate services at the right quality for the best price available (as per the procurement policy). The Executive Director or his/her designate will approve all consultancy appointments.
- A contract of agreement will include the following:
  - Terms of reference;
  - Duration of the assignment and starting date
  - Basis of remuneration;
  - Location of employment;
  - Any special conditions.



- The contract must be signed by all parties (ODA signatory will be the Executive Director or Chief Corporate Services Manager or a delegated representative) before commencement of the assignment.
- The consultancy agreement must be signed and stamped in three original copies and distributed as follows: the consultant, HRD department and Finance department.

## **2.7 Employment of Foreigners**

All employment of foreigners shall be effected on a competitive basis and on the basis that the required skills, experience and qualifications cannot be identified within Ethiopia. However, engagement of free service volunteers and interns can be considered when it is deemed necessary. ODA will support the foreign national to acquire work and residents permit so that they are fully entitled to work within the country.

## **2.8 Re-employment**

A former ODA staff member, if re-employed, shall be given a new appointment without regard to the former period of service in calculating benefits, unless re-employment takes place within thirty (30) calendar days of separation from service and they have already collected benefits.

## **2.9 Recruitment and Employment of Relatives**

As a general policy, employment of relatives is not allowed by the organization. However, with the Executive Director's written approval, the relative of an employee may be hired by the organization, provided that;

- The relative is the most qualified candidate for the position vacant.
- In the case of immediate family, neither of the related persons will directly or indirectly supervise the other.
- No staff member shall sit on an interview panel where his/her relative is an interviewee.
- It is incumbent upon the employee and the applicant to report to the Executive Director any knowledge regarding the employment of relatives. Willful failure to do so will result in immediate dismissal.

## **2.10 Transfers from Other Organizations**

- The Executive Director has the discretion to negotiate a transfer of suitably qualified people from a different Ethiopian based organization into a permanent role when there is a critical skills gap within ODA and speed is crucial.

### **2.11 Other Temporary Employment**

- Temporary employees are employees whose service is for a periods of a few days to no more than (3) three months.
- The terms and conditions of temporary employees are stipulated in their individual contracts.
- Requests for the use of temporary employees will be approved by the Chief Corporate Services Manager.
- No recruitment committee is required for the selection of temporary employees. Recruitment can be made on the basis of personal recommendation if the qualifications are satisfactory and there is no evidence of nepotism or any other apparent abuse.
- The Chief Corporate Services Manager is responsible for providing contracts for the temporary staff and they must include:
  - Hours of work
  - Duties
  - Compensation
  - Starting and termination dates

### **2.12 Other Employment**

- ODA employees are not allowed to undertake paid assignments, employment or jobs outside ODA without written verification from the Chief Corporate Services Manager and approval from the Executive Director.
- Employees who are involved in outside paid work without approval will face disciplinary action.

### 3. PROMOTION AND TRANSFER OF EMPLOYEES

#### 3.1 Principles and Policies

ODA may initiate transfers, promotions or demotions at any time in response to the needs of the organization and the needs of staff members.

In relation to **promotion**:

- The Executive Director is the only authority who can authorize a promotion.
- Promotion means advancement from a lower position to a higher position and shall entail an increase in basic salary of at least one level.
- Promotion shall be applicable only to permanent employees.
- Promotion can be made either to an existing post, for which there is a vacancy, or to a newly created post.
- Performance records, educational qualification and experience shall be considered for promotion. The Executive Director has discretion to waive this requirement if necessary.
- Preferential consideration shall be given to women staff members to promote a satisfactory gender balance in the organization.
- When there are no staff members who can qualify for the post, vacancy announcements for outside applicants may directly be made without advertising the position internally.

In relation to **demotion**:

- Demotion may occur as a consequence of disciplinary procedures.
- Demotion may involve reduction in salary, as in a demotion in grade and level to the lowest level that is provided for within the role classification or may involve a change in status by a transfer to a different post with lower responsibilities.
- Reinstatement to the previous post may be considered after one calendar year, on the basis of a formal evaluation procedure.

For **transfers** and **secondments**:

- A transfer is defined as the movement of a staff member from one post to another of the same grade. It may take place within the same organizational unit.
- Transfer of staff members may be made upon the request of the staff member or when the work necessitates it.
- A secondment is defined as the movement of a staff member from one unit to another for a fixed period defined by the agreement between the two units.

- During secondment the staff member shall enjoy salary and benefit of his/her duty station plus per diem and accommodation payments, where necessary.
- Secondment of staff members shall only be made with the authorization of the Executive Director.

For **Grade/Position Reclassifications**:

- ODA's roles will be classified based on the roles and contribution of this position to the achievement of the organization's vision, mission and objectives. As such, each role is assigned a grade, level and a salary range. In response to needs, ODA may reclassify a job at any time.
- A department may initiate reclassification at any time and request a decision from the Executive Director.
- When a position is reclassified, the incumbent should receive at least the minimum of all the payments and benefits due for the new position.

## **4. HOURS OF WORK AND PUBLIC HOLIDAYS**

### **4.1 Principles and Policies**

- The whole of the employees' working time as specified in their employment contract or letter of appointment shall be at the disposal and service of ODA.
- As a professional development association, ODA expects its' employees to work outside normal hours as dedicated by the work.
- ODA employees will abide by the schedule of working hours and public holidays indicated in this section.
- The official working days and hours of ODA are 8.30am to 5.30pm, Monday to Friday.
- ODA may decide to change the normal working hours to meet the organization's strategic mission, vision and objectives as and when required.

### **4.2 Hours of Work**

- As a general rule, ODA bases its work and employee remuneration on a forty (40) hour working week.
- Hours of work shall be eight (8) hours per day.
- All employees except those for which provision is otherwise expressly made in their contract of employment shall work eight (8) consecutive hours in any twenty four (24) hour period with one (1) hour lunch break.
- The official working days and hours are as follows:
  - Morning Monday – Friday 8:30 – 12:30
  - Afternoon Monday – Friday 1:30 - 5:30
- In order to maintain operational flexibility, personnel may be required to work outside the normal working hours, i.e. Saturdays, Sundays and Public Holidays.
- All employees except Senior Management are required to register their time of commencement of work and finish time. The manager will review the timesheets at regular intervals and as necessary will take appropriate action.
- At management discretion, the line manager may give an employee time off in lieu to recognize additional hours which have been worked.
- At management discretion, ODA may use incentives to compensate those employees who regularly render free overtime service.

### **4.3 Attendance & Punctuality**

- Punctuality and regular attendance are expected from all employees. Excessive absences, tardiness or leaving early is unacceptable.
- If staff members are unable to report to work on time due to unavoidable circumstances they should attempt to inform their line manager/responsible person as quickly as possible the same day.
- Absence from duty of more than one half day shall require the submission of a Leave Request Report Form on the first day after returning to duty.
- Any absence from the duty shall require reasonable explanation and approval from the line manager.

### **4.4 Public Holidays**

- All employees will be entitled to pay when public holidays occur on a normal working day.
- Public Holidays specified in Proclamation 377/2003 and relevant amendments thereof shall be holidays with pay.
- Staff may be required to work on public holidays when circumstances demand.
- When a public holiday occurs during the period a staff member is absent either on annual leave or sick leave, no deduction shall be made for that day from the staff member's annual leave or will be noted as sick leave.

## **5. REMUNERATION AND SALARY ADMINISTRATION**

### **5.1 Principles and Policies**

- ODA will seek to provide a comprehensive package that attracts, retains and motivates competent and committed employees.
- ODA will operate and maintain a role classification structure where all roles are assigned a grade and level.
- ODA will regularly survey the market and review its pay structure in a competitive and equitable manner with similarly situated and comparable organizations in the same location for equivalent positions.
- ODA strives to be a medium band payer in relation to comparable organizations.
- Notice of authorization to make, stop or deduct payment of salary will be signed by the Executive Director or Chief Corporate Services Manager and prior notice will be given to the employee.
- Information on salary scales and benefits will be available to all staff members.
- Information pertaining to individual's salaries will be kept confidential.

### **5.2 Salary Scales**

- All salary scales will be aligned to ODA's role classification system.
- The Board of Directors will approve all salary scales, annual increases and related allowances. The Executive Board can delegate the Director/ Executive Management Team on the issues, which affect the day-to-day management of ODA's resources, information, people and activities.
- For project based staff, the salary scales represent the minimum salaries which they can expect to receive. The Executive Director has the ultimate discretion to award higher salaries to project staff based on the size/complexity of the project, donor interests and market conditions.
- The starting salary for new employees or newly promoted employees will be the bottom of the salary band. In exceptional circumstances, a new employee may receive a salary within the salary band dependent upon their skills, experience and at the discretion of the Executive Director.
- If the newly promoted employee is already within the new salary band, he/she will receive a five (5) % pay rise based on their existing salary.

- The salary scales will be reviewed regularly upon the discretion of ODA.

### **5.3 Payment of Salary**

- All salaries will be paid in Ethiopian Birr.
- The organization will pay salaries on a monthly basis in cash through the Finance team.
- All employees will be paid at the end of the month according to the Gregorian calendar. If this day is during the weekend or a holiday, payment will be made on the last working day before the holiday.
- Salary will be paid in arrears for the time worked in the month, new starter's salary will be pro-rated.
- Salary will be paid direct to the employee or their legal representative if they are on sick leave.
- ODA will maintain a record of the salary payments and deductions.

### **5.4 Deductions from Salary**

- ODA will not deduct, attach or set off wages for an employee except where it is provided otherwise by written consent of the employee, law or in accordance with a court order.
- Deductions from salary will therefore be made in accordance with the laws of the country and the consent of the employee.
- Deductions from salary will include:
  - All income tax,
  - Employee's contribution to the Provident Fund Scheme,
  - Other deductions made in accordance with the law, government regulations or court orders,
  - Other deductions effected by the consent of the employee (for example, voluntary contributions to cooperative societies and professional associations)
  - Advance payments,
  - Repayment for lost or damaged or borrowed ODA property,

### **5.5 Overtime**

- Normal hours of work should not exceed eight (8) hours a day and forty (40) hours per week. Any work done in excess of these hours is classified as overtime.
- At the discretion of the direct line manager and as and when possible, time off will be given in lieu of overtime pay.



- ODA will continue voluntary overtime work without pay.

### **5.6 Salary Advances**

- Staff members will be eligible for a salary advance in exceptional cases and at the discretion of the Executive Director.
- The amount of the advance will not exceed the employee's monthly net salary and will be deducted from the same month's salary.

### **5.7 Salary Increases**

- ODA will operate a performance management scheme and pay rises will be awarded annually. All pay rises will be dependent upon the individual's performance and the funds available at the end of the financial year (From 1<sup>st</sup> July onwards, Ethiopian Calendar).
- Pay rises will be paid to employees in August or January annually.
- ODA has the right not to award a pay rise if the employee's performance is poor or there are limited funds available.

### **5.8 Incentive Scheme**

- ODA will operate an income based incentive scheme to motivate all employees to contribute positively towards generating additional income for the organization.
- The scheme is open to all permanent employees.
- For the purpose of this scheme, income will be defined as all new unsolicited funds coming in ODA within the financial year.
- The Board of Directors will approve the details of the scheme annually.
- All details of the scheme will be fully communicated to all employees.

## **6. BENEFITS AND ALLOWANCES**

### **6.1 Principles and Policies**

- ODA is committed to provide diversified benefit schemes to attract and retain its' committed professional staff, increase staff retention, enhance motivation and job satisfaction.
- ODA will provide various benefits for its employees within the scope of its financial capabilities, the needs of the employees and current practices in comparable organizations.
- Matters not included here shall be governed by the relevant provisions of the labor law of Ethiopia and conditions of services stipulated in appointment letters and employment contracts.
- In order to achieve equity between staff members, any allowance or related benefit which ODA provides, is payable to the extent that no duplication of allowance arises by virtue of another payment made by a source external to ODA.
- ODA will regularly review its benefits and allowance package to ensure that they are maintaining parity with similar organizations.
- Employees may only have one form of lending with ODA, any requests for a second type of loan will not be considered until the first loan is repaid in full.

### **6.2 Provident Fund**

- A provident fund scheme shall be established by ODA to support employees at the time of separation.
- Only ODA employees on a contract greater than one year will benefit from this scheme.
- ODA shall contribute fifteen (15) % of each employee's monthly gross salary whilst the employee concerned will contribute eight (8) % of his/her gross monthly salary towards the Provident Fund Scheme.
- The provident fund is accumulated in an authorized separate bank account and will be operated by ODA. The bank account records will be retained by the Finance Manager and will be updated regularly.
- Deduction of the share of contribution of regular staff will begin to be effective one month from the date of completion of the probation period or in the case of contractual staff hired immediately after the contract agreement has been signed.

- The provident fund shall be refunded at the time of termination of the employment contract.
- Upon termination of an employee's contract of employment, the employee shall be entitled to withdraw the accumulated amount including the accrued interest from the bank where the fund is kept.
- In the event of death of an employee, the spouse and/or legal inheritor will be entitled to such payment.
- An employee shall be entitled to withdraw up to thirty (30) % of his/her accumulated provident fund subject to providing valid reasons (e.g. house/land purchase, marriage) and approval by the Chief Corporate Services Manager.
- An employee shall be entitled to borrow up to an additional twenty (20) % of his/her accumulated provident fund as an interest free loan subject to approval by the Chief Corporate Services Manager and he/she is required to repay the borrowed amount within eighteen (18) months subject to the contract period and in agreement with the HRD Manager. The Chief Corporate Services Manager has the authority to extend the repayment period in exceptional circumstances.

### **6.3 Endowment and Accident Insurance**

- ODA will establish an endowment and accident insurance plan for the purpose of providing personal accident and injury insurance benefits for permanent staff.
- The insurance plan shall provide compensation for death, permanent total disablement, and temporary total disablement incurred in connection with an employment injury.
- ODA will cover the full amount of the premium.
- Staff members shall have an obligation to inform the Chief Corporate Services Managers' Office of any accident and produce as immediately as possible proper evidence to the Insurance Company as per its requirements

### **6.4 Staff Medical Scheme**

- ODA will establish a medical fund scheme to provide benefits for hospital expenses, medical services, prescribed drugs and medicines for its permanent employees and contract employees within a minimum one (1) year contract.
- This scheme will cover illness which is not covered by the endowment and accident insurance. It will not cover any illness or sickness which is self created such as venereal disease, drunkenness, deliberate clashes with others, etc...

- ODA will cover one hundred (100) % of medical expense up to a maximum of one thousand (1,000) ETB per employee upon presentation of a receipt from a recognized health institution.
- ODA will cover seventy five (75) % of medical expenses of more than one thousand and one (1,001) ETB up to four thousand (4,000) ETB per employee.
- ODA will cover the following medical expenses, as per the previous two (2) limits:
  - Prescribed surgery treatment, special treatment, hospitalization, laboratory examination, drugs and medicines,
  - Pregnancy checkups, tests and delivery,
  - Prescribed eye glass (not exceeding five hundred (500) ETB),
  - Prescribed dentures and/or dental fillings,
  - Expenses arising due to an accident or emergency when the employee is on company business including training courses and visits abroad.
- Upon production of a referral from a recognized Health Institution, ODA will cover up to one thousand (1,000) USD for treatment abroad for the Executive Director and Deputy Directors.
- All medical institutions must be authorized by the Ministry of Health.

### **6.5 Loans**

- ODA will, as deemed necessary, provide interest free loans to its employees upon justification that the employee concerned is in serious financial need.
- The Chief Corporate Services Manager will approve the loan scheme and may discontinue the loan programme at any time dependent upon the cash flow of ODA.
- The Finance department must inform the Chief Corporate Services Manager three months in advance, if the loan scheme is going to impact ODA's cash flow so sufficient notice can be supplied to the concerned employee.
- The loan provided will be up to a maximum of two (2) months net salary.
- The loan must be fully repaid within twelve (12) months and single repayments will be no more than one third of the employee's net salary.
- An employee's loan application will not be considered if they already have an outstanding loan.
- Any outstanding loan on the employment contract termination date will be automatically deducted from the employee's basic salary, employment benefits and provident fund contributions.

- ODA will encourage its employees to establish an Employees' Saving and Credit Union.

### **6.6 Acting Allowance**

- Staff who are requested to act in a higher role for at least three (3) months will be paid an acting allowance.
- The acting allowance will be twenty (20) % of the basic salary for the position to which they are delegated.
- All acting positions and allowances will be confirmed in writing and can only be authorized by the Executive Director upon verification from the Chief Corporate Services Manager.
- The acting allowance shall not take into account other benefits.

### **6.7 Transport Allowance**

- ODA provides transport service for all employees based at Addis Ababa offices to and from their place of residence. For those employees who regularly use the transport service, there will be no transport allowance paid, and the fuel usage will be determined by the Executive Director.
- For Addis Ababa based employees and where ODA is unable to provide a transport service, ODA will provide a monthly transport allowance of three hundred and fifty (350) ETB for all grade 1 to 6, Level 2 employees and seven hundred (700) ETB per month for Grade 6, Level 3 employees.
- For the Executive Director and Deputy Directors, ODA will provide cars with fuel allowances to a maximum of one hundred and fifty (150) liters per month.
- The transport service is provided as a benefit and not as a right, transport may not be available when the vehicles are required to support business needs. In these instances, regular transport service users will not be entitled to a transport allowance.
- No transport allowance will be paid to employees based outside Addis Ababa, but in exceptional circumstance, the Executive Director will have ultimate discretion.

### **6.8 Travel & Accommodation Allowance**

- Payments will be made to employees when they are required to travel away from their work location for business purposes. He/she is entitled to receive a per diem payment to cover additional expenses.

- In the event of attending workshops, seminars and training programs where the organizer fully covers the costs of accommodation, food and drinks, no per diem will be paid to an employee. However, pocket money of Birr 30.00 (thirty) may be paid per day.
- Upon presentation of a valid receipt, ODA will reimburse the following accommodation costs:
  - ODA will reimburse the Executive Director and Deputy Directors three hundred (300) ETB per night, by receipt.

In A First Rank City

- For example, Addis Ababa, Jimma, Adama, Hawassa, Nekemte, Ambo, Dire Dawa, Harar Bishoftu and the like.
- Senior Management (Grade 6, Levels 2 and 3 managers): up to a maximum of two hundred (200) ETB per night, by receipt.
- All employees (grades 1 to 6, Level 1): up to a maximum of one hundred (100) ETB per night, by receipt.

All Other Locations

- Management (Grade 6, Levels 2 and 3): up to a maximum of one hundred (100) ETB per night, by receipt.
- All employees (grades 1 to 6, Level 1): up to a maximum of fifty (50) ETB per night, by receipt.
- ODA will pay a daily per diem to cover breakfast, lunch, dinner and incidentals at the following rates:
  - Executive Director and Deputy Directors: two hundred (200) ETB per day.
  - All employees (grades 1 to 6): one hundred and fifty (150) ETB per day.
- In cases where a night is not spent at home, a day allowance shall be given to the staff members as follows:
  - Per diem for breakfast may be claimed for a business trip starting before 7:00 am (20%).
  - Per diem for lunch may be claimed for a business trip that continues over lunchtime, i.e. 12.30 p.m. to 1.30pm (30%).
  - Per diem for dinner may be claimed for a business trip ending after 7:00 p.m. (50%)
- All travel and accommodation allowances should be approved by the appropriate supervisor/responsible person in advance.

- For international business travel, ODA will cover the following costs for the Executive Management Team (Executive Director and Deputy Directors):

Africa, Asia & Middle East	Accommodation – max of 140 USD per day	Daily Per Diem – 140 USD
America, Europe, Japan and Australia	Accommodation – max of 160 USD per day	Daily Per Diem – 160 USD

- For international business travel, ODA will cover the following costs for other employees:

Africa, Asia & Middle East	Accommodation – max of 100 USD per day	Daily Per Diem – 100 USD
America, Europe, Japan and Australia	Accommodation – max of 120 USD per day	Daily Per Diem – 140 USD

- For other countries and in circumstances where the rates do not cover expenses, the rate will be agreed by the Executive Director.

**6.9 Housing & Utility Allowance**

- ODA will support the Executive Director, Deputy Directors and Senior Managers by providing a housing and utility allowance to cover the costs of water, electricity, telephone etc. This is in recognition of the flexibility required from the Executive Management Team to support the achievement of ODA’s vision and mission and the higher costs arising from living and working in Addis Ababa.
- The monthly payment will be one thousand five hundred (1,500) ETB for the Executive Director, one thousand (1,000) ETB for the Deputy Directors and five hundred (500) ETB for Grade 6, Level 3 Managers.

**6. 10 Communications Allowance - Management Team**

- ODA recognizes that the Executive Director and Deputy Directors will need to be available for work purposes throughout the week and weekends. For that purpose ODA will cover the following monthly costs:
  - their mobile telephone bill,
  - two hundred (200) ETB to cover internet/CDMA costs,
  - two hundred (200) ETB to cover the residential fixed line telephone rental.

- ODA will provide Grade 6, Levels 2 and 3 Managers with the following monthly allowances:
  - Three hundred (300) ETB to cover mobile phone costs.
  - It will be at the discretion of the Executive Director to cover the costs of CDMA purchase and usage to a maximum of one hundred (100) ETB per month.
- When employees are required to work away from home for a period longer than 3 days, they will be entitled to an allowance of one hundred (100) ETB per seven (7) calendar days to cover telephone and email costs. This allowance will only be paid for field based work. It will not be paid for attendance at workshops, training courses and for drivers.

### **6.11 Responsibility Allowance**

- ODA recognizes that the Executive and Senior Managers are required to work outside the stipulated hours of work to ensure that the organization successfully achieves its' vision and strategic objectives.
- In recognition of these additional time demands and the size of their responsibilities ODA will pay a monthly responsibility allowance as follows:
  - Executive Director : 1,200 ETB
  - Deputy Directors : 1,000 ETB
  - Senior Managers (Grade 6, Level 3) : 500 ETB
- ODA also appreciates that the Executive Managers' drivers are required to be flexible, providing a service in the evenings and at weekends. In recognition of this flexibility, ODA will pay a monthly responsibility allowance of 300 ETB.

### **6.12 Hardship Allowance**

- Employees travelling to and working in arid areas will be entitled to a hardship allowance in addition to their daily travel and accommodation allowance.
- Employees located in these areas will be entitled to a hardship allowance in addition to their monthly salary.
- The allowances cease when the employee returns from such areas.
- The hardship allowances are non taxable.
- The areas in Oromiyaa which are entitled to the additional allowances are detailed in Appendix M.



### **6.13 Cash Indemnity Allowance**

- A monthly cash indemnity allowance of one hundred (100) ETB will be paid for staff members holding the position of Cashier and handling more than five thousand (5,000) ETB per month. The cashier has the responsibility to ensure that the petty cash balances every month.
- Cashiers found guilty of cash shortages will not be entitled to the cash indemnity allowance and may face disciplinary action.

### **6.14 Resettlement Allowance**

- Staff members who are moved from one work location to another, upon either promotion or transfer, and are required to move to a new place of residence will be eligible for a resettlement allowance.
- This refers to movements across project sites or from Head office to project sites or vice versa.
- This allowance is to cover transportation costs.
- The amount of the allowance will be at the discretion of the Executive Director or Chief Corporate Services Manager based on the actual removal costs.

### **6.15 Top Up Allowance**

- In recognition of the flexibility required from employees to support ODA in achieving its' strategic vision given variable projects, budgets and work locations, ODA will pay a top up allowance for those staff who are performing additional responsibilities.
- This top up allowance will be awarded at the discretion of the Executive Director and will be confirmed to the employee in writing.
- The top up allowance amount and duration will be determined by the availability of funds and if appropriate, donor consent.
- The top up allowance can vary from position to position, depending upon the specific additional responsibilities, with the amount of effort required and the level of responsibilities.
- The top up allowance can be paid to internal staff and external volunteers/members.

### **6.16 Educational Allowance**

- ODA recognizes that the skills and knowledge of its employees are critical to the success of the Organization.

- ODA may offer educational assistance when it is part of the employee’s development programme, is related to the employee’s role and is found to benefit ODA.
- At the discretion of the Executive Director, ODA will cover fifty (50) % of tuition or dissertation costs and the employee is required to produce a pass mark certificate for reimbursement.
- Any employee who leaves ODA whilst completing their study will be expected to repay any educational allowances on a sliding scale:
  - Leave within one (1) year of completion of study – repay one hundred (100) % of the educational allowance
  - Leave within two (2) years of completion of study – repay fifty (50) % of the educational allowance

**6.17 Death/Funeral Allowance**

- Upon the death of a permanent member of staff, payments will be made to the surviving spouse or surviving dependent children or the legal representative of such children.
- The following payments will be made:
  - Compensation for service,
  - Approved unused annual leave,
  - Outstanding salaries and benefits,
  - Accumulated provident fund,
  - One month salary as a funeral expense,
  - Full month salary in which the death occurred.

**6.18 Equipment**

As dictated by the specific job function, ODA will provide employees with the necessary equipment required to fulfill their jobs. Standard clothing/equipment for some key positions is as follows:

Position	Uniform	Qty.	Period
Guard	Coat	1	Twice a year
	Trousers or Skirt	1	
	Pair of shoes	1	
	Overcoat	1	

Messenger	Coat Trousers or Skirt Pair of Shoes	1 1 1	Twice a year
Cleaner	Skirt or Trousers Gloves Pair of Shoes	1 2 1	Twice a year
Storekeeper	Overall	1	Twice a year
<b>Driver</b>	<b>Overall</b>	<b>1</b>	<b>Once a year</b>

- ODA expects employees who receive such equipment to wear them on a daily basis as a uniform.
- The line manager, in conjunction with the HRD Manager has the discretion to only provide equipment once a year if the employee is not using the equipment as a daily uniform.
- All such equipment, unless specified in writing, will remain the property of ODA.
- The Procurement Team will purchase all items.

**6.19 Entertainment Allowance**

ODA has to expand its relations with donors, government officials and other guest/interested persons. At the Executive Director’s discretion, ODA funds may be used to entertain key external stakeholders.

**6.20 Subsidies for Promoting Interaction Among Staff Members**

- ODA encourages the interaction of staff members by catering to some of their social and welfare needs. It, therefore, supports the formation of social committees by the staff themselves.

- These committees shall be charged with the responsibility of running staff canteens, arranging recreation program, etc. the committee shall ensure the management of the canteens in an efficient and profitable manner.
- Financial and other support may be extended to the activities of the committees at the discretion of the Executive Director.

## **7. USE OF ORGANISATION FACILITIES**

### **7.1 Principles and Policies**

- The use of organization facilities for personal gain is strictly forbidden.
- ODA's facilities should only be used for business purposes.
- Misuse of ODA's facilities will be treated as mis conduct and will be covered by the disciplinary process.

### **7.2 Service Vehicles**

- ODA vehicles can only be used for authorized business related duties.
- Authorization must be obtained from the employee's direct line manager before using the vehicle.
- The driver will be notified about the approval prior to commencing the journey.
- Exceptions are the Executive Director and Deputy Directors who will be provided with a car, driver and fuel allowance to meet their monthly business travel needs.
- Staff members, with appropriate advance approval, may use the Organization's vehicle for the following conditions, if they are not required for company business:
  - i) For his/her wedding ceremony;
  - ii) For the funeral of his/her close families;
  - iii) For an emergency of an immediate family;
  - iv) For other urgent matters when necessary

### **7.3 Photocopy Machines**

- Photocopy machines can be used freely by all employees without any formal request.
- However, if employees are found to be abusing this right and using it for their own use, disciplinary action will commence.

### **7.4 Telephone, Fax, Stationary**

- Telephone and fax machines cannot be used for personal reasons. However, in urgent cases, short messages may be received.
- Telephone services for long distance calls may be requested. In these instances, the details of the call will be registered and the bill will be settled on pay day by the employee.

- Employees will be allowed to use the fax machine for personal use with the advance approval of their line manager. Excessive use will be charged to the employee.
- All stationary must be formally requested from the storekeeper and used for business purposes.

## 8. LEAVE POLICIES AND PROCEDURES

### 8.1 Principles and Policies

- ODA employees will be entitled to different types of leave as stated in this policy manual.
- All types of leave shall be requested on the Leave Request and Approval Form. If the request is granted, a copy of the form shall be kept in the employee's personnel file.
- ODA may, for reasons dictated by work requirements, postpone the date of leave of an employee.
- In exceptional circumstances, ODA may recall an employee on leave back to work. The remaining unused leave will not be deducted from their annual leave. If the employee is not residing at their normal home, ODA will cover any transportation costs to bring the employee back to their workplace.

### 8.2 Annual Leave

- All employees who have successfully completed their probationary period are entitled to annual leave. For the first year of service, an employee is granted twenty (20) working days leave with pay. For every additional year of service, one working day is added.
- Annual leave shall not exceed thirty (30) working days. No additional leave is awarded to employees after they have completed ten (10) years of service.
- The annual leave calendar will follow ODA's financial year and will commence on 1<sup>st</sup> July. Any employees commencing employment during the year, will receive a pro-rata entitlement for that year. For example, employees successfully completing their probationary period and commencing employment on 1<sup>st</sup> January will receive ten (10) days annual leave entitlement.
- Ten (10) days annual leave can be carried over into the next financial year, but must be taken in that annual year. If the leave is not taken during the year, it will be considered as expired leave days.
- In exceptional circumstances and if prior approval is obtained from the Chief Corporate Services Manager, an employee can carry forward twenty (20) days annual leave to the next financial year.
- In exceptional circumstances and if prior approval is obtained from the Chief Corporate Services Manager, an employee can receive pay for annual leave instead of carrying it forward into the next financial year.

- Employees are not paid in cash in lieu of annual leave unless they resign or their contract is terminated.
- If an employee is ill whilst on annual leave, the time taken for his/her treatment shall be considered as sick leave and shall not be deducted from their annual leave. In such circumstances, the employee is required to present a medical certificate from an authorized hospital.
- When taking annual leave, the employee is entitled to receive his/her salary in advance,
- Saturdays, Sundays and Public Holidays shall not be considered as part of the leave period.
- The employee is required to complete the “Leave Request and Approval Form” to request any time of leave.
- Leave must be authorized in advance by line manager/responsible person.

### **8.3 Sick Leave**

Staff members who are unable to perform their duties because of ailment or injury or whose attendance is prevented by public health requirements shall be granted sick leave in accordance with the following provisions:

- A sick employee shall inform their immediate supervisor/responsible person of any sickness that may prevent him/her from duty within twenty four (24) hours by all possible means.
- Staff members should inform their line manager/responsible person, as soon as possible, of any accident or sickness whilst they are in the workplace or on official travel.
- The employee can self-certify their sickness for a maximum of two (2) consecutive working days and will be granted sick leave with pay.
- If the sickness continues into the third (3<sup>rd</sup>) day, the employee must seek assistance and obtain a medical certificate to be granted sick leave without pay.
- Upon their return to work, the employee shall complete all relevant forms and if required, submit their medical certificate within three (3) working days to be granted sick leave with pay.
- The sick employee upon presentation of a medical certificate will be given:
  - Full salary for the first two (2) months
  - Half salary for the next two (2) months
  - No salary for the following two (2) months.



- Where the employee is unable to fully resume work after 180 days of consecutive sick leave, ODA may terminate their contract.
- In the event an employment contract expires before the sick leave, both shall be considered to expire simultaneously.
- A medical certificate shall be considered valid if it is provided by a medical institution/hospital recognized by the Ministry of Health.
- Sick leave shall not be carried forward.
- If an employee has a repeated number of non consecutive sick days, Management/HRD have the responsibility to discuss the issue with the employee and take appropriate action.

#### **8.4 Maternity Leave**

- A pregnant woman is granted leave with pay for medical examinations connected with her pregnancy upon receipt of medical certificate from a recognized institution.
- A pregnant woman shall upon the recommendation of a medical doctor from a recognized institution be entitled to leave with pay.
- A pregnant woman shall be granted a period of thirty (30) consecutive days leave with pay before the presumed delivery date and a period of sixty (60) consecutive days leave with pay after the delivery.
- If a pregnant woman does not deliver within the thirty (30) days of prenatal leave, she is entitled to additional leave with pay until delivery provided that she presents a note from a recognized medical doctor. If the delivery takes place before the thirty (30) days of prenatal leave elapses, the post natal leave of sixty (60) days commences from the date of delivery.
- Upon her request, the new mother can take their annual leave entitlement once the sixty (60) days post natal leave has expired.

#### **8.5 Paternity Leave**

- To give assistance to his wife and the new born child, an employee will be entitled to five (5) days paternity leave with pay within fifteen (15) days period of the birth of the child.

#### **8.6 Marriage Leave**

- An employee is entitled to one time marriage leave with pay of five (5) consecutive days.

### **8.7 Mourning Leave**

Staff members will be granted mourning leave with pay as per the following provisions:

- For the death of a son, daughter, wife, husband : seven (7) consecutive working days
- For the death of a mother, father, brother, sister : five (5) consecutive working days
- For other close relatives: two (2) working days with pay.
- Upon management discretion, leave without pay or annual leave may be granted.

### **8.8 Educational Leave/Examination Leave**

- An employee who participates in a training programme organized by or through ODA shall be granted leave with pay for the period of the training programme.
- Staff members are entitled to take educational leave for sitting an examination upon submission of prior written evidence and gaining approval from their supervisor/responsible person for the examination day only.
- Educational leave shall not be given for study and other preparation purposes. Staff members who want to study or prepare for an examination can request annual leave or leave without pay.
- Where the employee participates in an educational or training programme arranged by him/her, the leave may be agreed in advance by mutual agreement of ODA, provided that the Executive Director believes that it is in the interest of ODA.

### **8.9 Leave to Attend Legal Obligations**

- All staff members shall be eligible for leave with pay for the time they need to appear before courts, police stations or Kebeles to meet legal obligations or exercise their civil rights.

### **8.10 Leave without Pay**

- All regular staff members are required to apply to their line manager for permission to take leave without pay.
- A maximum entitlement of ten (10) working days within a twelve (12) month period may be granted to regular staff members who have exhausted their annual leave entitlements.
- Requests for leave without pay for a period exceeding ten working days shall be treated as exceptional cases and be approved only by the Executive Director.
- Failure to secure prior approval for leave without pay shall be deemed as unauthorized absence and will result in subsequent disciplinary action.

- Staff members who take leave without pay in excess of an authorized duration shall be considered to have terminated their employment with the organization and shall therefore forfeit any guarantee of future employment with the organization.

## **9. PERFORMANCE MANAGEMENT AND APPRAISAL**

### **9.1 Principles and Policies**

- ODA believes that a well managed and communicated performance management approach can enable employees to achieve their potential and act in full support of the organization's vision and strategic objectives.
- All employees will clearly understand how they can contribute to the organization's success through clearly articulated job descriptions and performance agreements which are aligned to the strategic plan.
- All managers will receive sufficient training and support so that they are able to confidently manage an effective performance management system.
- Pay awards will be linked to the performance management process once it has been fully embedded within the organization.

### **9.2 Agreeing Performance Objectives**

The employee and line manager will agree a set of SMART objectives at the commencement of the year, in line with the annual plans and job description. The objectives will detail what is expected from the individual and how his/her performance will be measured. These will be agreed annually and may be subject to review during the regular performance review in accordance with current business priorities.

### **9.3 Performance Reviews**

- All managers and employees will meet quarterly to review performance as per the performance objectives documented in the performance agreement.
- Both the manager and employee will prepare in advance of the meeting so that it can be highly productive.
- When delivering feedback, the manager needs to ensure that it is constructive and uses current examples.
- The purpose of a performance review is to:
  - Provide a formal opportunity for the employee and direct manager/supervisor to discuss current performance.
  - Identify areas where the employee requires more support/development and agree the practical steps which will be taken to assist the employee.
  - Identify areas where the employee is performing well.

- Document the overall performance in the last quarter and note any agreed actions.

#### **9.4 Training and Development**

- Once a year, the performance review meeting should focus on the employee's training and development.
- The manager and employee should agree the areas where training is required and note all agreed actions on the training and development plan.
- Copies of all training and development plans will be submitted to the HRD department to feed into the organizational training and development plan.

#### **9.5 Performance Improvement Plans**

- All managers are expected to fully document a performance improvement plan for employees who are failing to meet their objectives as specified in the performance agreement.
- This will clearly document the required actions from ODA and the employee to enable the employee to meet their objectives.
- The performance improvement plan will be reviewed regularly by the line manager and employee (at least fortnightly) and all progress clearly noted.
- A copy of the performance improvement plan will be kept in the employees personnel file.
- If the employee fails to meet the required standard/objectives after completion of the performance improvement plan, disciplinary actions will commence.

#### **9.6 Performance Appraisal**

- Once a year, the performance review meeting will focus on evaluating the employee's performance over the last twelve (2) months.
- The rating and commentary will be agreed by both the employee and his/her direct manager during the meeting. Both the manager and employee will complete the comments box noting down the year's performance
- To ensure consistency in the application of evaluations, all appraisals will be 'grandfathered' by the manager's manager.
- Signed copies of the performance appraisal will be given to the employee, HRD Manager and the employee's file.

- If a member of staff is unhappy with the appraisal rating, they have the right to appeal to their manager's manager.

### **9.7 Appraisal Rating**

As a part of the performance evaluation, the manager/responsible person will agree one of the following recommendations based on the below-listed guidelines:

**Excellent** performance award: This should be based on an evaluation showing a "Far exceeds Job Requirements" performance average ("5" rating). Note that "Far exceeds Job Requirements" performance awards should not be frequently given nor expected.

**"Exceeds Job Requirements"** performance award: This should be based on an evaluation showing an "Exceeds Job Requirements" performance average ("4" rating) and/or indication of significant improvement over the evaluation period. Note that "Exceeds Job Requirements" performance awards should not be frequently given nor expected.

**"Meets Job Requirements"** performance: An evaluation of "Meets Job Requirements" ("3" rating).

**"Below Job Requirements"** performance: This will be based on an evaluation showing "Below Job Requirements" performance ("2" rating). This will often be awarded to new employees who have only been operating in the role for a short period of time. The staff member will be given a limited period of time to demonstrate improvement in specified key performance areas.

**"Deficient"** performance: This will be based on an evaluation, justified in writing, showing a generally "Deficient" performance ("1" rating). Disciplinary action may be taken against the staff member, on the approval of the Executive Director. Note that a "Deficient" performance rating should be an unusual occurrence.

### **9.8 Performance Management Timetable**

The HRD function will separately issue the performance management timetable annually.

## **10. TRAINING AND DEVELOPMENT**

### **10.1 Principles and Policies**

- ODA recognizes that its' most important asset are professionally competent and well-motivated employees.
- ODA also recognizes the importance of staff training and development programmes aimed at improving employee's skills and knowledge to enable them to perform effectively in their role and contribute towards the achievement of the organization's strategic objectives.
- According to ODA, training is aimed at developing employees' skills and knowledge to enable them to perform effectively in their current role.
- Although ODA will endeavor to consider individual aspirations, the focus of development programmes will be to build the capability of employees to fulfill the future organizational needs.
- The HRD function will take responsibility for delivering a mix of training solutions to meet the organizational needs.
- The training planning process will be aligned to the annual planning process and the performance review calendar.

### **10.2 Training**

#### **10.2.1 Principles and Policy**

- To equip employees with new knowledge, technologies and skills to perform well in their current role to support the achievement of the organization's strategic objectives.
- To support ODA's continuous improvement environment, training will provide employees with new ideas for implementation when they return to the workplace.

#### **10.2.2 Procedure**

- Each employee will have training plan agreed between themselves and their direct line manager to enable them to perform effectively in their current role.
- HRD will collect all the training needs and will deliver suitable training programmes to meet the individual's and organization's needs.
- ODA will not pay for any training which is not organized through HRD
- HRD will aim to provide training as cost efficiently as possible and as such may develop in house courses.

- HRD will provide leadership training to improve the capability of its' management team.

### **10.3 Staff Development and Education**

#### **10.3.1 Principles and Policies**

- Development opportunities shall be based on institutional needs and availability of funds. Development is a privilege and not an entitlement.
- ODA will look to provide development opportunities based on the individual's agreed development plan, the organization's succession plan and availability of funds.
- ODA shall provide education opportunities for the staff who want to update themselves in long or short term education in evening, distance education, extension, weekend programs based on the individual's development plan, ODA's needs and the availability of funds.
- All development and educational opportunities will be approved by the Executive Management Team as part of their regular monthly team meetings.
- All education based payments will be as per policy article 8.8.

#### **10.3.2 Education Selection Criteria**

Educational support is primarily based on the needs of ODA and its' ability to fund rather than the length of the employee's employment and/or their personal desires. On that basis, the minimum selection criteria is:

- i. The employee has consistently achieved a performance rating of 'meets job requirements' or above,
- ii. The employee is on a permanent contract and has served a minimum of two (2) years,
- iii. The recommendation of immediate supervisor,
- iv. Application letter of the candidate.
- v. Employee's agreed development plan

#### **10.4 Succession Plans**

ODA will have in place a current succession plan so, if necessary, key positions can be quickly filled on a temporary or permanent basis to ensure continuous smooth operations. The succession plan process will be led by the HRD Manager annually. Individual development plans will be based on the succession plans.



## **11. DISCIPLINARY AND GRIEVANCE PROCEDURES**

### **11.1 Principles and Policies**

- The disciplinary policies and procedures within ODA are focused on promoting a healthy and harmonized climate of mutual respect, openness, understanding and effective cooperation amongst employees for the achievement of the organization's strategic objectives.
- The objective of ODA's disciplinary provisions is primarily prevention and correction rather than punishment.
- By accepting a role within ODA, employees agree to perform their role in a harmonious manner with honesty and integrity in the pursuit of ODA's interests.
- Employees are expected to work towards the protection and promotion of the good reputation of ODA.
- ODA shall encourage fair, efficient and equitable solutions for problems arising out of employment relationships.
- If disciplinary action has to be taken against employees it should:
  - Be undertaken only in cases where there is justified reason and clearly objectively verifiable evidence exists
  - Be compatible to the nature of the offence that has been committed
  - Demonstrably fair and consistent with previous action in similar circumstances
  - Only take place when employees are aware of the standards that are expected of them
  - Allow employees the right of appeal against any disciplinary action
- Grievance procedures are procedures where staff members can raise their dissatisfaction as regards measures taken against them.
- The policy of dismissal and grievance procedures does not apply to employees during the probationary period.

### **11.2 Grounds for Disciplinary Measures**

All employees are expected to abide by the staff obligations outlined in policy article 1.8.3 and the following are grounds for disciplinary action:

- i. Unjustified tardiness, willful or habitual absence from the place or service,
- ii. Insubordination,

- iii. Disorderly or indecent behavior,
- iv. Negligence in handling job and property,
- v. Reporting to duty under the influence of alcohol and other drug,
- vi. Assault or intimidation of supervisor, any other member of the organization and guest of the organization or quarrel in the work place,
- vii. Sabotage or willful damage of property,
- viii. Theft of ODA property,
- ix. Fraud or dishonesty involving ODA, or which brings ODA into disrepute,
- x. Giving false information, intentionally misrepresenting or defacing,
- xi. Striking or inciting others to strike,
- xii. Offences against any laid down safety rule,
- xiii. Abuse of authority, sexual harassment, all forms of corrupt practices,
- xiv. Breach of ODA's policies and procedures,
- xv. Unauthorized disclosure of any confidential or classified information,
- xvi. Injuring one-self voluntarily,
- xvii. Using ODA seals for personal interest or issuing false receipts,
- xviii. Conviction of moving traffic violation while using ODA-owned vehicle,
- xix. Below average performance after employee is given a chance for training, transfer etc.

For the purpose of taking disciplinary measures under this policy, offences shall be classified as:

- Minor Offences
- Serious or Major Offences

### **11.3 Informal warning**

A verbal warning shall be given to the employee in the first instance of minor offences. The warning shall be administered by the employee's immediate supervisor. There will be no recording in the employee's personnel file.

### **11.4 Formal warning**

A written formal warning will be given to the employee in the first instance of a serious/major offence or after repeated instances of minor offences, for example:

- Willful or habitual absence from the place of service;

- Insubordination;
- Disorderly or indecent behavior;
- Negligence;
- Unwillingness to prescribed duties in a satisfactory manner of inability to do so;
- Breach of ODA's policies and/or procedures

HRD and/or immediate supervisor will administer the warning and a copy of the written warning will be given to the employee and maintained in their personnel file. The warning will stay on the employee's personnel file for one year.

If an employee refuses to receive the warning letter, his/ her refusal shall be a ground for more serious measures.

### **11.5 Demotion**

- Demotion may take one of two forms; either demotion to the lowest point on the staff member's current salary scale for the grade, or a change in status, when the salary scale will be appropriate to the change in duties and responsibilities.
- Demotion is the most serious penalty before termination of service and may only be imposed after two (2) written warnings within one (1) year.
- Grounds for demotion are:
  - Willful or habitual absence from the place of service;
  - Insubordination;
  - Disorderly or indecent behavior;
  - Negligence;
  - Breach of ODA's work rules;
  - Unwillingness to prescribed duties in a satisfactory manner of inability to do so;
  - Proven record of poor performance;
- Depending the nature of the 'act', ODA has the following options:
  - Demote grade/salary but the employee will remain the same role with the same duties
  - The employee may be moved to a different role if there is a suitable vacancy elsewhere in the organization.

### **11.6 Suspension**

Suspension from duty entails the immediate quitting of the place of work until further notice. Suspension is employed in cases where time is needed for investigation of a possible offence.

Suspension is normally with pay and all other benefits. However, on the advice of the relevant supervisor and HRD Manager, the Executive Director may authorize suspension without pay or reduced pay. If after the investigations have been completed, the staff member is found to be innocent of the suspected offence, all withheld pay and benefits will be reimbursed.

### **11.7 Dismissal**

Summary dismissal entails the immediate quitting of the place of work with loss of rights to any payment for the normal period of notice. Offences for which summary dismissal is mandatory are:

- i. Sabotage or willful damage;
- ii. Abuse of authority;
- iii. Discrimination against a subordinate based on the solicitation of sexual favors in exchange or expectation of favorable evaluation, promotion, etc;
- iv. Theft of property or managed commodities;
- v. Overturning or seriously damaging ODA's vehicle due to negligent driving;
- vi. Allowing a non-ODA staff member to drive ODA vehicle;
- vii. Fraud or dishonesty involving ODA, or which brings ODA into disrepute;
- viii. Striking or inciting others to strike;
- ix. Giving false information during the application process
- x. Breaking any of ODA's company policies

The process for dismissal is as follows:

- If relating to performance, accurate records must have been recorded to demonstrate previous discussions to support the employee in improving their performance.
- HRD will be involved in all meetings with the employee.
- The employee will receive written copies of all correspondence relating to the offence.

### **11.8 Discipline Committee**

For all disciplinary cases (except informal warnings), the immediate supervisor will refer the case to the HRD Manager. If appropriate and in consultation with the Chief Corporate Services Manager, the case will be referred to the disciplinary committee.

**11.8.1 The Committee Members** will be:

- i. Chief Corporate Development Manager – chairman
  - ii. Another nominated manager as appropriate
  - iii. HRD Manager - secretary
  - iv. Employee representative
- An employee in their probation period or with a record of disciplinary offences cannot be a member of the committee.
  - If a committee member fails to participate or withdraws from the committee he/she shall be replaced by suitable individual.
  - If and when the case applies to a management member, the employee representative will be replaced by the management members.

**11.8.2 Terms of Membership**

The term of office for members will be two (2) years. However, members can be re elected for another term.

**11.8.3 Committee Duties and Responsibilities**

- Upon recommendation from the HRD Manager, the committee will investigate the case and submit proposal for decision by the Chief Corporate Services Manager. The immediate supervisor and HRD Manager will prepare the case notes for review by the Committee.
- All disciplinary is confidential and will only be available to the Executive Director, Chief Corporate Services Manager and the members of the Committee
- The Committee's decision will be referred to the Executive Director for approval.

**11.9 Grievance**

- The term grievance shall mean any ground of complaint arising out of the disciplinary measures taken against staff member, terms and conditions of employment or interpretations of the HRD policies and procedures as described in this manual or conditions that have been changed.
- ODA shall ensure that its' employees are given a fair hearing by their immediate supervisor concerning any grievance they may wish to raise and have the right to appeal to a Senior Manager against a decision made by their supervisor and continue the process until it reaches the Executive Director.
- There will be no reprisal against an employee for following the grievance procedure.

### **11.9.1 Grievance Procedures**

- Before a formal grievance begins, the employee shall present his/her complaint to the supervisor for discussion, consideration and resolution within five (5) working days from the date of the action. If the immediate supervisor is the subject of the complaint, the employee may address the complaint to a higher level supervisor.
- If the event is not satisfactorily resolved by the supervisor or concerned higher level authority within five (5) working days, the employee may present the complaint in writing within five (5) working days to the appropriate Deputy Director for consideration and action. A written decision shall be provided within ten (10) working days.
- If the employee is still not satisfied with the decision, he/she shall present a written request to the Executive Director within five (5) working days from the date of the decision for referral to the Appeals Committee.
- The Appeals Committee is an ad hoc body convened by the Executive Director to hear appeals and it will meet within ten (10) days of receiving the written request.
- The Appeals Committee will include three (3) members, one (1) from Corporate Services, one (1) from Operations and one (1) employee, all designated by the Executive Director. Any person who has been involved in the case pending investigation is excluding from serving on the Appeals Committee.
- After investigating the case the Appeals Committee shall submit a written report with recommendations within fifteen (15) days to the Executive Director.
- The Executive Director considers the report and may have a discussion with any of the Appeal Committee members before making a final decision.
- The Executive Director shall reach at the final decision within ten (10) working days of the submission of the report.
- The decision of the Executive Director shall be communicated to the staff member in writing. A copy will be sent to each member of the Appeals Committee, HRD and the relevant supervisor.
- Through all these procedures if still harbor dissatisfaction, they are entitled to the case to competent authorities of the government.

## 12 TERMINATION OF EMPLOYMENT

### 12.1 Principles and Policies

- A contract of employment of a staff member in ODA shall be terminated upon the initiation of the organization or staff member and in accordance with the provisions of the law, provisions stipulated in this manual or by the agreement of the organization and staff member.
- A contract of employment can be terminated with or without notice depending on the cases as provided in this manual.
- Upon presenting a valid clearance certificate, termination payments shall be granted to the staff member depending on the case as provided in this manual.
- Termination payments due to employees shall be paid within seven (7) working days from the date of termination. However, the time of payment may be extended where the work delays because of his/her own fault.
- The contract of employees on probation may be cancelled if they have not completed the probation period satisfactorily as shown by the performance evaluation result at the end of their probation period.
- Executive Director and Deputy Directors are required to give three (3) months advance notice in writing to the Board of Directors in case of resignation or separation from ODA. All other employees are required to give one (1) month's advance notice.
- ODA has the right to ask employees to leave the office on the day of presenting a written notification and will receive their three (3) or one (1) month's pay as though they are working their notice.
- All letters of termination will be handed to the staff member in person. In the event that the staff member is not available, the letter will be delivered to their home.
- All termination, severance and compensation payment issues in this manual shall be governed by the relevant provisions of Labor Law

### 12.2. Reasons for Termination

A contract of employment of a staff member shall be terminated by law on the following grounds:

- On the expiry of the period or on completion of the project where the contract is for a specified period of time or piece of work.
- Upon the death of staff member.

- Upon the mandatory retirement of staff member, i.e. at the age of sixty five (65) years.
- Partial or whole ceasing of the organization's operation.
- When the staff member for reasons of health or due to partial or permanent disability unable to carry out his/ her obligations under the terms of the employment.

The employment of a staff member shall be terminated by the organization, where there are justified grounds connected with the conduct of the staff or objective circumstances arising out of his/ her ability to perform his/ her obligation or organizational requirements. The following shall be deemed to constitute legitimate grounds for termination of employment by the organization:

- When the operation of the organization is scaled down and requires the reduction of work force.
- When staff member is found to be incapable and an objective assessment proves that his/ her performance in a probationary period is very poor.
- When staff member is found to be imprisoned for more than thirty (30) days or convicted of an offence.
- For health reasons, when staff member is absent herself/ himself beyond the total sick leave entitlement one hundred and eighty (180) consecutive days in any 12 months period.
- The Board of Directors have the ultimate power to remove the Executive Director and Deputy Directors if they are not performing effectively or in the interests of ODA.

### **12.2.1 Redundancy**

- ODA has the right to make roles redundant when they are no longer required by the organization.
- For those people operating in the redundant role, ODA will use the following process:
  - Inform the person in writing that the role is no longer required,
  - Identify if they can be matched into another vacant position,
  - They will receive notice re termination in line with the labor law, specifically for ODA employees, the termination notice will be clarified in the employment contract,
  - At the Executive Director's discretion, employees may not be required to work their notice period, to protect corporate confidentiality.



### **12.2.2 Retirement Termination**

- The mandatory retirement age for employees working at ODA is sixty five (65) years old
- The Executive Director may offer a contract of a maximum of twelve (12) months to an employee who has reached retirement age.
- Any subsequent contracts can be awarded at the discretion of the Executive Director.

### **12.2.3 Probationary Termination**

- ODA can terminate the employment of a employee on probation before the end of probation by serving notice five (5) working days in advance.
- The Executive Director shall make the termination in writing.

### **12.2.4 Disciplinary Termination**

- Termination due to a serious offence will take place in accordance with the provisions indicated in section eleven (11).

### **12.2.5 Resignation**

- Staff members have the right to resign their service through providing a written notice to their line manager.
- ODA has the right to accept or negotiate resignations.

### **12.2.6 Termination Due To Health Problems**

- The employment contract of a employee can be terminated if he/she is unable to carry out his/her duties due to health problems.
- ODA has the right to terminate the contract of an employee who is absent beyond one hundred and eighty (180) days in any twelve (12) month period.

### **12.2.7 Termination Due to Cessation of the Organization**

- In an event which entails the cessation of the organization in part or whole, the relevant provisions of Ethiopian Labor Laws will be applied.
- In determining which employees will be terminated, the Executive Director will designate a committee of three (3) members to manage the termination procedure as per the Ethiopian Labor Law provisions.

### **12.2.8 Termination Due to Poor Performance**

- The employment of an employee may be terminated due to inability to perform his/her duties in satisfactory manner.
- Termination will only occur after the performance management processes have been fully exhausted.
- The decision to terminate a member of staff will be made in writing by the Executive Director upon verification from the Chief Corporate Services Manager.

### **12.2.9 Termination Due to Imprisonment or Conviction of a Criminal Offence**

- Absence from work due to a conviction passed against the staff member will lead to his/her termination without notice.
- A staff member's employment will be terminated if he/she is convicted for an offence where such a conviction renders him/her unsuitable for the post held.

### **12.2.10 Termination Due to Expiry of Contract of Employment**

- The employment contract of any employee with a definite period of employment will automatically be terminated at the end of the date specified as per the employment contract.

### **12.2.11 Suspension**

- An employee will be suspended for a period not exceeding one (1) month based on the disciplinary process detailed in section eleven (11).

## **12.3 Procedure For Serving Notice and Providing Termination Benefits**

### **12.3.1 Serving Notice**

- Notice of termination will always be in writing.
- The notice shall specify the reasons for the termination and the date on which the termination takes effect.
- Notice of termination will be handed to the employee or if they are unavailable will be delivered to their home.
- If ODA fails to serve notice, it will be obliged to pay the employee's salary equivalent to the salary for such period of notice.
- Terminating employees are required to make an arrangement to settle all outstanding ODA accounts prior to their last day of work.

- All terminating employees are required to return all ODA property in their possession, including but not limited to their ODA identification card, ODA vehicle, and all other ODA property.
- Termination benefit payments shall be applicable to permanent staff members only. All such payments shall be made after presentation of a separation clearance paper.
- Separation payments shall be made as immediately as possible provided the staff member or dependents present clearance.

#### **12.3.2 Period of Notice and Termination Benefits – Redundancy**

- ODA will give a minimum of three (3) month's notice to staff whose appointments will be terminated due to the role being made redundant.
- Gratuity of one (1) month's basic salary for the first year of service plus one-third of the monthly salary for every additional year of service, the total not exceeding twelve (12) months' salary of the staff member;
- Redundancy benefit of three (3) months' salary;
- Approved unused annual leave payment;
- Outstanding salary and benefits;
- Provident fund plus interest accumulated.

#### **12.3.3 Period of Notice and Termination Benefits - Retirement**

- ODA will give a minimum of three (3) month's notice to staff whose appointments are terminated due to retirement.
- Gratuity of one (1) month's basic salary for the first year of service plus one-third of the monthly salary for every additional year of service, the total not exceeding twelve (12) months' salary of the staff member;
- Approved unused annual leave payment;
- Outstanding salary and benefits;
- Provident fund plus interest accumulated.

#### **12.3.4 Period of Notice and Termination Benefits - Cessation of the Organization**

- For all permanent employees, ODA will give three (3) months notice to any employees whose contract will be terminated due to cessation of the organization.

- Gratuity of one (1) month's basic salary for the first year of service plus one-third of the monthly salary for every additional year of service, the total not exceeding twelve (12) months' salary of the staff member;
- Redundancy benefit of three months' salary;
- Approved unused annual leave payment;
- Outstanding salary and benefits;
- Provident fund plus interest accumulated.

#### **12.3.5 Period of Notice and Termination Benefits - Convicted for an offence**

- These employees will be terminated immediately without notice.
- Approved unused annual leave payment;
- Outstanding salary and benefits;
- Provident fund plus interest accumulated.

#### **12.3.6 Period of Notice and Termination Benefits - Resignation**

- Unless otherwise specified in their employment contract, an employee is required to provide one (1) month's notice in writing.
- If resignation is submitted without notice, deductions will be made from the accumulated benefits to cover the remainder of the required notice period.
- ODA may accept resignations on a shorter notice.
- Approved unused annual leave payment;
- Outstanding salary and benefits;
- Provident fund plus interest accumulated.

#### **12.3.7 Period of Notice and Termination Benefits - Health problems**

- In the case where the employee has been absent from work for one hundred and eighty (180) consecutive days within a twelve (12) month period, the notice will be issued in month seven (7) of absence.
- Any termination payments will be made either in accordance with the policy of the Personal Accident and Injury Insurance,
- In circumstances not covered by the Personal Accident and Injury Insurance, the employee will be entitled to:

- Gratuity of one (1) month's basic salary for the first year of service plus one-third of the monthly salary for every additional year of service, the total not exceeding twelve (12) months' salary of the staff member;
- Approved unused annual leave payment;
- Outstanding salary and benefits;
- Provident fund plus interest accumulated.

#### **12.3.8 Period of Notice and Termination Benefits - Disciplinary**

- Employees who are terminated for disciplinary reasons will receive no notice.
- Approved unused annual leave payment
- Accumulated provident fund
- Outstanding salaries and benefits

#### **12.3.9 Termination Benefit - Death**

- Compensation for service.
- Approved unused annual leave payment
- Accumulated provident fund
- Outstanding salaries and benefits.
- One (1) month salary as funeral expense
- Full month's salary in which death occurred

#### **12.3.10 Period of Notice and Termination Benefits - Poor Performance**

- One (1) months notice will be given to employees whose contract is being terminated due to poor performance.
- Compensation for service.
- Approved unused annual leave payment
- Accumulated provident fund
- Outstanding salaries and benefits.

#### **12.4 Separation Clearance**

- The staff member is responsible for obtaining the required organizational clearances no later than five (5) working days before the last day of duty.

- If an employee has taken annual leave in advance, and by the date of separation has not acquired enough service credits to cover such leave, payment is owed by the staff member to ODA in respect of salary, allowance and any other benefits granted during the excess leave. This can be made by means of cash refund, or by offsetting the money owed against money due.
- The final payment due to an outgoing employee shall be minus all liabilities and debts.
- All employees will receive a reference letter following completion of the clearance process. The letter will be provided by the HRD function within ten (10) working days from the date of departure.

## **13. ORGANISATIONAL POLICIES**

ODA recognizes the need to have clear and documented policies to direct its' operations and to protect its' core values.

### **13.1 Non Discrimination Policy**

ODA believes that equal opportunity for all staff members is important for the continuing success of the Organization. In accordance with Ethiopian laws, ODA will not discriminate against an employee or an applicant for employment because of race, disability, color, religion, sex, sexual orientation, national origin, or non-job related factors in hiring, promoting, demoting, training, benefits, transfer, layoffs, terminations, recommendations, pay rate, or other forms of compensation. Opportunity is provided to all staff members based on qualification and job requirements.

When there is a vacancy at ODA, efforts will be made to ensure that equal employment opportunities and promotion is given to all employees. In a manner consistent with the Organization's objectives, all qualified applicants will be equally considered for any vacancy. However, on some situations, priority will be given to women.

### **13.2 Conflicts of Interest**

A conflict of interest may occur when an employee is working outside of ODA for a similar organization on a paid or volunteer basis. Another source of conflict may arise when an employee accepts gifts or a special favor from anyone who uses or might use the Organization's service.

Employees who are on medical or annual leave are not allowed to work for a similar organization.

An employee shall not accept materially significant gift or favor from people who have interest in the Organization.

### **13.3 HIV/AIDS Policy**

ODA will undertake awareness rising among its staff on HIV/AIDS and promote living positively with HIV/AIDS like any other chronic illness. HIV/AIDS status could entitle the employee to benefit support and/or redeployment as appropriate. ODA may give priority to HIV positive candidates, based on satisfactory performance in the job interview. Staff with HIV/AIDS shall

have the right to confidentiality about their HIV/AIDS status. Breach of confidentiality shall constitute a disciplinary offence. Staff with declared HIV /AIDS illness shall be granted a longer period of sick leave with the approval of the Executive Director.

### **13.4 Gender Workplace Policy**

#### **13.4.1 Introduction**

Development policies and actions that fail to take gender equality into account or that fail to enable women to be actors in those policies and actions will have limited effectiveness and serious cost to society. The continuing marginalization of women in decision-making processes has been both a cause and effect of slow progress in many areas of development.

In today's development agenda, gender inequalities are identified as the underlying causes of poverty and calls for any development organization to be strategically engaged in addressing the issue in all their development interventions. Gender equality is also one of the Millennium Development Goals and it is the key to achieve the other goals.

Therefore, investment in gender equality offers multiple rewards that can accelerate social and economic progress with lasting impacts on future generations. In order to be effectively aligned to the current development trend, organizational transformation should be undertaken and organizational strategies, systems, leadership processes, culture and staff attitude should be changed to ensure an effective gender responsive development process. A gender equality work place policy helps both women and men to participate and benefit equally in all development endeavors. Conducive and supportive environment for all employees increase commitment and motivational levels, urge them to be more productive, and create equal opportunity for both sexes.

#### **13.4.2 Definition of Major Concepts**

- **Gender and Development (GAD)** was developed in the 1980's in response to the perceived failures of Women in Development (WID). Instead of focusing only on women GAD is concerned with the relations between women and men; it challenges unequal decision making and power relations. GAD seeks to address the underlying causes of gender inequality by addressing the different life experiences for men and women through mainstreaming gender into planning at all levels and in all sectors. In turn, it focuses on whatever steps are necessary to ensure equal outcomes.



- **Gender Mainstreaming** is the process of assessing the implications for women and men of any planned action, including legislation policies and programs in any area and at all levels. It is a strategy for making men's' and women's concerns and experiences an integral dimension of the design, implementation, monitoring and evaluation of the policies and programs in all political, economic and societal spheres so that they benefit equally and so that inequality is not perpetuated. The ultimate goal is to achieve gender equality.
- **Gender Work Place Policy** is the statement of principles and practices dealing with the ongoing management and administration of an organization. A gender work place policy defines an organization's position on gender and spells out the way in which the organization will deal the issue.
- **Gender Analysis** provides a deeper understanding of the situation between men and women, their constraints, needs, priorities, and interests. Gender analytical information (results of gender analysis) is essential in designing good policies because it tells us why the differences exist and their causes. Gender analysis is an important part of policy analysis that identifies how public policies (programs/projects) affect men and women differently. Conducting gender analysis requires well-developed social and gender analytical skills and is usually carried out by appropriately trained and experienced social researchers or gender experts.
- **Gender Mainstreaming Guideline** indicates how gender should be integrated and what type of action should be taken in a particular circumstance to implement gender equality in development and organizational processes. It is a clear set of directives or steps that show how gender is included in various sectors and different regions to enable and ensure the translation of gender policies into action for change. This includes mainstreaming gender in the development process with special emphasis to addressing the needs and interests of women/girls, men/boys, in a manner that addresses heterogeneity of each group and the collectivity of those groups.

### **13.4.3 Goal**

- To ensure gender equality through the fair and equal treatment of all men and women throughout the organization developing skills, talents, perspectives and ideas of all within the organizational policies, procedures and culture.

### **13.4.4 Objectives**

- Promote gender mainstreaming strategy in all programs, projects and operational activities to ensure gender equality.
- Promote the presence of proportional representation of women and men in the staff composition subject to the best person being appointed into role.
- Ensure equal opportunity for advancement and career development for women and men.
- Create a work environment that is hospitable and supportive of women and men in diverse backgrounds that stimulate employees to achieve their fullest potential

### **13.4.5 Principles**

- Create a gender equitable work environment,
- Attract and retain employees based on competence,
- Encourage the recruitment and promotion of underrepresented groups,
- Establish a work place climate of genuine respect, equity and high morals,
- Promote a healthy balance between professional and private lives
- Be a role model for all partners and similar organizations by having a gender equitable work place
- Collaborate with all staff for the successful implementation of the gender workplace policy as well as all corresponding policies and procedures.

### **13.4.6 Implementation Strategies**

#### **Recruitment**

- Vacancy announcements in ODA shall express a commitment to gender diversity and when deemed necessary, encourage the underrepresented to apply.
- ODA ensures that all candidates are equally assessed using a pre defined criteria and are exposed to similar interview processes to safeguard against unintentional bias.

- All recruitment processes will present ODA as a desirable place to work for both women and men.
- ODA ensures that both women and men are represented on the recruitment and appointment committees.
- Recruitment committee is held accountable for generating a gender diverse pool of high quality candidates.
- ODA monitors the application, selection, and acceptance rates of male and female candidates.
- ODA promotes the advantages of recruiting a gender diverse pool.

### **Career Development**

- ODA uses a performance based appraisal system and ensures that all reviews are based on clear and consistent criteria to reduce bias.
- ODA ensures that all promotions are based on transparent criteria and processes.
- ODA uses quarterly appraisals so that all women and men receive on-going and constructive feedback about their performance either positive or negative.
- ODA ensures that all managers and leaders understand gender issues, and thus monitor and guard against the influence of stereotyping behaviors or roles in the workplace.
- ODA encourages all leaders to pro-actively develop female and male employees within the organization and its partners.
- ODA rewards people who take leadership in promoting gender equality

### **Retention**

- ODA shall provide flexible arrangements so that staff are able to balance work and personal life responsibilities
- ODA systematically monitors the proportion of women and men
- ODA examines the underlying reasons for all staff departures and takes action, as appropriate
- ODA encourages gender sensitive behavior in terms of language used, jokes and comments made.
- ODA ensure that relevant expertise is tapped from women and men at all levels of ODA decision making.

- ODA ensures that women and men are afforded the same respect, legitimacy and authority.

#### **13.4.7 Duties and Responsibilities**

- The Executive Management Team are accountable for mainstreaming gender equality throughout the organization.
- The Senior Management Team are accountable for mainstreaming gender equality in all their implementation activities and ensuring adherence to this policy.

#### **13.4.8 Benefits**

- Well informed managers and employees.
- Increase sense of security against gender bias and injustice for both male and female employees.
- Favorable working environment.
- Improved retention and commitment of employees contributing to the achievement of the strategic objectives.

### **13.5 Discrimination and Harassment Policy**

Consistent with its vision, mission and core values, ODA expressly prohibits and will not tolerate any form of discrimination or harassment based upon race, color, religion origin, sex, age , marital status, HIV+ status, disability or other differences.

ODA is committed to providing a work environment for all employees which is free from all types of harassment and any form of abuse. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers, beneficiaries and volunteers.

ODA's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature. Depending on the circumstances, the following conduct may also constitute sexual harassment: written or oral references to sexual conduct; gossip regarding one's sex life and sexually oriented comments on an individual's body.

Practicing and dissemination of political and racist messages is strictly forbidden on ODA premises.

### **13.6 Child Protection Policy**

The abuse of children and other vulnerable groups occurs in all countries and in all societies. It is the misuse of power to the detriment of others. It is nearly always preventable. ODA believes that it is unacceptable for a child to experience abuse of any kind. The guiding principle of this policy is that the protection of the child is always the overriding consideration in all action by ODA staff and volunteers.

This policy is designed to ensure that ODA takes every possible measure to prevent abuse, specifically sexual abuse, and to ensure that none of its staff or volunteers engages in behavior that could allow sexual abuse to occur or behavior that could be misinterpreted by children, their families or other adults as constituting, or leading to, sexual abuse.

ODA defines a child as anyone under the age of 18 years. This is consistent with the definition used by the United Nations Convention on the Rights of the Child. This paper recognizes that the age of consent varies in different countries and judgments will need to be made on how far sexual relations between young adults and people under 18 constitutes abuse of power or authority.

Four categories of abuse are in general use

Sexual abuse - The actual or likely sexual exploitation of a child. This includes rape, incest and all forms of sexual activity involving children, including pornography.

Physical abuse - The actual or likely physical injury to a child, or failure to prevent physical injury or suffering to a child.

- Neglect - The persistent or severe neglect of a child, or the failure to protect a child from exposure to any kind of danger, including cold or starvation, or extreme failure to carry out important aspects of care, resulting in a significant impairment of the child's health or development.
- Emotional abuse - The actual or likely adverse effect on the emotional and behavioral development of a child caused by persistent or severe emotional ill treatment or rejection.

The following forms a code of conduct for ODA employees, volunteers and members. Failure to follow the code could lead to disciplinary action for staff.

It is important for all staff in contact with children to:

- Be aware of situations which may present risks and manage these
- Plan and organize the work and the workplace so as to minimize risks
- Be visible to others when working with children whenever possible
- Create and maintain a non-defensive attitude and an open culture in which to discuss any issues or concerns
- Foster a culture of mutual accountability so that any potentially abusive behavior can be challenged
- Respect each child's boundaries and help them to develop their own sense of their rights as well as helping them to know what they can do if they feel that there is a problem

Staff must never:

- Develop sexual relationships with children
- Develop relationships with children which could in any way be deemed exploitative or abusive
- Act in ways that may be abusive or may place a child at risk of abuse

## **13.7 Volunteer Policy**

### **13.7.1. Introduction**

The purpose of this policy is to clearly document the role of volunteers within ODA and how they can expect to be treated. It provides cohesion and consistency for all ODA volunteer programmes, articulating how all elements of the organization will support the volunteer.

This policy enables volunteers to know where they stand. It offers them some security, in that they know how they can expect to be treated, and where they can turn to if they feel that things are going wrong. It also helps ensure that ODA staff and Executive Management fully understand why volunteers are involved, and what role they have within the organization.

Volunteering has been prevalent within the Oromiyaa Regional State for many years and is considered unique because it helps to build active citizens and meets the community needs in an appropriate and cost efficient manner. Volunteer activities are not always recorded or properly accounted. Successful examples of national volunteering initiatives include idirs and elders providing conflict resolution support. Volunteers can have a positive impact because they and the community members have an increased sense of ownership in the development

agenda, through involvement in development decision-making, influencing change and delivering programmes. It can be seen as a highly relevant and sustainable approach to development, as it focuses on local people 'doing development' for themselves and effectively utilizing local knowledge, skills and potential.

### **13.7.2 Overall Volunteer Policy**

ODA is a members and volunteers based nongovernmental organization who believes that the active participation of the community is paramount in achieving its' strategic goals. ODA therefore, accepts and encourages the involvement of volunteers at all levels and within appropriate programs and activities. ODA will be pro-active in recruiting volunteers both nationally and internationally where their skills and experience can make a positive impact in the achievement of ODA's vision and mission. All ODA management and staff members encourage the creation of meaningful and productive roles in which volunteers can make a positive difference in Oromiyaa Regional State.

### **13.7.3 Importance of Volunteering**

Volunteers are committed and highly engaged individuals who share their skills and knowledge within a defined period of time for the benefit of others. ODA believes that volunteers are important for the following reasons:

- Enables the organization to learn from the community, really understanding their values and traditions,
- Provides the organization with learning opportunities from national and international volunteers with various professional skills and experiences, thus improving ODA's and the region's capacity,
- Provides opportunities for participation and enables all citizens to be actively involved in their local development activities,
- Fully utilizes local potential,
- Provides exemplary role models of people serving their communities for future generations
- Enables the effective utilization of the reserved knowledge, skills and labour of different society groups which could otherwise be wasted,
- Supports the development of responsible citizens who gain positive reputations within their community.

Volunteers are not considered as cheap labor to replace permanent positions. They are valued for the diverse skills, knowledge and thinking which they can contribute to the organization.

#### **13.7.4 ODA and Volunteering**

ODA has a long tradition of community self help and volunteering. ODA believes that people working together out of community responsibility and shared commitment is a powerful force that can make a major contribution to reducing poverty and promoting development.

There are three broad reasons why we employ volunteers:

##### ***1. To help build Active/Learning Citizens who are socially responsible***

Where volunteers are actively engaged in their own communities, they develop a real stake in decisions that affect the well-being of that society. Volunteers increase their understanding of the issues that affect service delivery in their communities, making them more powerful advocates for change. By volunteering to address some of these issues they are able to be directly involved in creating that change.

##### ***2. To meet community needs in an appropriate and cost effective way***

Community based volunteers have influence and access which enables ODA projects to be have maximum impact for our beneficiaries . Work done on a voluntary basis enables societies to achieve critical objectives that they could simply not afford otherwise. Rather than substituting for public services, ODA implements volunteering initiatives that complement and support them.

##### ***3. To contribute towards the development effort***

ODA uses volunteers to support the delivery of clear development objectives, utilizing the diverse range of skills and knowledge to complement its permanent workforce. Volunteers act as role models within the community and perform their duties effectively and efficiently to achieve agreed objectives. They promote the essence of volunteerism and are highly committed change agents.

#### **13.7.5 Purpose and Scope of the Volunteer Policy**

The purpose of this policy is to provide overall guidance and direction to ODA employees and volunteers who are engaged in any aspect of volunteer management. This policy is intended for internal management guidance only and does not constitute, either implicitly or explicitly, a binding contract or personal agreement. ODA reserves the right to change any part of this policy at any time and will fully communicate any changes to all employees and volunteers. All volunteers and employees are expected to fully comply with this policy.



Any areas not specifically covered by this policy will be determined by the Executive Management Team.

Unless specifically stated, this policy applies to all volunteers whether international or national who are involved in any program, project or activity undertaken on behalf of ODA.

### **13.7.6 Volunteer Rights and Responsibilities**

Volunteers are viewed as a valuable resource to ODA and shall be provided with the following rights:

- To be provided with meaningful assignments,
- To be treated as equal with all co-workers,
- To receive effective supervision,
- To be allowed to fully participate and be involved,
- To receive appropriate recognition for all work completed.

In return, volunteers agree to actively perform their duties to the best of their abilities, to remain loyal and committed to the achievement of ODA's strategic goals and to comply with this and all appropriate ODA policies.

### **13.7.7 Definition of a Volunteer**

ODA defines volunteering as an activity that:

- Is undertaken for the benefit of the wider community beyond the volunteers immediate family and friends,
- Is undertaken by choice or free will,
- Based on own initiative and moral obligation,
- Is not motivated by financial gain (although there may be payments made to facilitate involvement in special events or activities),
- Those taking part see themselves as volunteers, humanitarian actors and change agents,
- Social, spiritual and indebtedness to those who need others' support.

Volunteers can operate in a number of different roles, all which provide invaluable support to the community, namely: Community Level part time volunteers; Full time volunteers, specific full time placements and part time volunteers working on a specific cause. For example,

volunteers range from Members of Parliament to University Students to elected committee members.

ODA recognizes the advantage of balancing sex, age and backgrounds of volunteers in order to benefit from a range of skills and experience. ODA encourages anyone to volunteer and has an open policy on age and sex.

A volunteer must be officially accepted and enrolled by a representative of ODA before they begin operating in role. Unless specifically stated, volunteers shall not be considered as employees of ODA.

#### **13.7.8 Employees as Volunteers**

ODA accepts the services of staff as volunteers, provided that the voluntary service is provided without any coercive nature; involves work which is outside the normal scope of their duties; is provided outside normal working hours and does not negatively impact on their normal role and duties.

Family members of ODA employees are allowed to work as volunteers within ODA. However, they will not be placed under the direct supervision or within the same department as their family member. This will ensure that there are no conflicts of interest between the family members and the ODA employee.

#### **13.7.9 Types of Volunteers**

Volunteers can be full part or part time and can work for the organization for variable periods of time, for example, interns are also considered to be volunteers. They can provide their services directly in person or can share their skills and knowledge remotely, all supporting the organization in achieving their organizational vision and objectives.

#### **13.7.10 The Role of Volunteers within ODA**

The contribution from volunteers is fundamental to enabling ODA to achieve its' vision, mission and strategic objectives. ODA acknowledges the breadth of experiences, skills and knowledge which can be gained from using a cross section of the community as volunteers; hence they are used throughout the entire organization at different levels.

Within ODA, volunteers are used within all programme areas, namely, health, education, environment, secure livelihoods and resource mobilization and membership recruitment. They will serve at all levels throughout the organization and as appropriate, will be involved in decision making.

Upon appointment, all volunteers will have a placement description which clearly articulates their specific objectives and their contribution towards ODA's mission and goals. These placement descriptions will vary between role and specific project, however, the table below provides some examples of volunteer roles within ODA and their contribution:

Role /Types of Volunteers	Contribution
Board Members/Members of Parliament	<ul style="list-style-type: none"> <li>• Provide organization policy direction and make decisions,</li> <li>• Provide external insight and ensure alignment of organizational goals to the community, region and government needs,</li> <li>• Inject new thinking and ideas ,</li> <li>• Communicate with key stakeholders,</li> <li>• Have accountability and legal obligations,</li> <li>• Evaluate and over see the progress.</li> </ul>
University Officials, professors, teachers and Students	<ul style="list-style-type: none"> <li>• Resource mobilization, both physical and intellectually,</li> <li>• Research and Development input,</li> <li>• Inject new thinking and provide support for organizational development,</li> <li>• Communication with community members and stakeholders.</li> </ul>
Primary and High School Students	<ul style="list-style-type: none"> <li>• Resource mobilization, both physical and intellectually,</li> <li>• Inject new thinking and provide support for organizational development,</li> <li>• Communication with community members and stakeholders.</li> </ul>

Business Men/Women	<ul style="list-style-type: none"> <li>• Provision of skills, knowledge and resources</li> <li>• Professional contribution when required for key issues</li> </ul>
Zonal level leaders, merchants and influential community members	<ul style="list-style-type: none"> <li>• Resource mobilization at community level,</li> <li>• Communication with community and stakeholders,</li> <li>• Implement directives and assignments from higher authorities,</li> <li>• Monitor and reporting within agreed deadlines</li> </ul>
Aanaa Level Leaders and influential community members	<ul style="list-style-type: none"> <li>• Resource mobilization,</li> <li>• Communication with members and community members,</li> <li>• Provision of information about community needs and possible solutions,</li> <li>• Leadership, direction and ongoing management of ODA projects/activities,</li> <li>• Ongoing responsibility for project/service delivery and sustainability,</li> <li>• Recruitment of new members,</li> <li>• Monitor and reporting within agreed deadlines,</li> <li>• Manage all financial resources which are effectively mobilized.</li> </ul>
Gandaa /Basic Association level volunteers	<ul style="list-style-type: none"> <li>• Delivery of project activities and achievement of agreed objectives,</li> <li>• Identification of community needs and propose solutions which are appropriate and fit for purpose,</li> <li>• Participation in training courses,</li> <li>• Attendance at organizational meetings,</li> <li>• Good record keeping and regular monitoring and evaluation,</li> <li>• Advocacy,</li> <li>• Safeguard ODA assets.</li> </ul>

Community Members	<ul style="list-style-type: none"> <li>• Support towards the achievement of project and organizational goals,</li> <li>• Identification of community needs and proposal of solutions</li> </ul>
Diaspora	<ul style="list-style-type: none"> <li>• Provision of skills and expertise to support the achievement of ODA's strategic goals.</li> </ul>

**13.7.11. Volunteer Recruitment**

Once the placement description has been agreed, a selection criterion is defined for all roles, based on the project objectives and the required behaviors. Generally, the criteria will be determined with the key community members after being fully briefed on ODA requirements. Once the selection criterion has been agreed, the community body will take the responsibility to select appropriate volunteers. If required, the community body will formally interview the selected candidates.

For volunteers who are working within the Head Office, the recruitment process (including the selection criteria and interview process) will be handled by the Chief Corporate Development Manager.

**13.7.12 Volunteer Appointment**

Appointments will be agreed by the community representatives and the relevant ODA permanent member of staff and will be communicated to the Head Office. Upon successful appointment, a volunteer will sign a tri-partite agreement which is agreed by the volunteer, ODA and the appropriate community representative. This will specify the volunteer's role, placement location and duration of service. In addition, the volunteer will be issued with an ODA identification card and will be expected to complete a personal profile (Appendix A).

The signing of the tri-partite agreement will serve as the volunteer's acceptance for the role.

**13.7.13 Alignment with ODA Values**

Whilst performing their ODA duties, all volunteers are expected to act in accordance with the organizational values. They are ambassadors for ODA and are the physical representation of the Association. As such, they will display the following behaviors:

- Commitment,

- Responsibility,
- Humanity,
- High levels of motivation
- Share their skills freely
- Learn from others
- Excellent communication skills
- Highly developed interpersonal skills

It is within ODA's remit to dismiss any volunteer who does not act in line with the organizational values or the above behaviors.

#### **13.7.14 Volunteer Training and Development**

All volunteers will attend an orientation course which covers:

- Organizational vision, mission and objectives,
- Volunteer placement description and role,
- Project information, e.g. background, objectives, activities, etc...
- As required, skills or knowledge training.

The duration and location of the induction training will be determined by the role requirements, travelling distance and time away from the home. Attendance at the training will not disadvantage the volunteers or create a burden.

The volunteers will receive ongoing support and supervision from community members and a named ODA representative. In addition, refresher training will be provided to maintain the volunteers' skills and knowledge. This support may be supplemented by attendance at training courses, conferences and ODA meetings.

#### **13.7.15 Volunteer Expenses**

Volunteers will not face any financial detriment through carrying out activities on behalf of ODA. Specifically, ODA will pay/provide:

- Travel expenses for attendance at any ODA meetings, training courses or field trips,
- Daily per diem (in line with the HRD policy) for any attendance at ODA meetings, courses or field trips which are longer than one day and/or require the volunteer to purchase meals and accommodation,
- Resources required to perform in role, for example, register book,

- Medical benefits (as outlined in the HRD Manual) if the volunteer is involved in an accident whilst carrying out ODA duties.

Any other relevant expenses will be considered by the ODA named supervisor but will only be paid if in line with the HRD policy and availability of budget. The Executive Director and the Executive Management Team can agree to pay additional expenses to volunteers when they are carrying out specific duties which are critical to the achievement of the organization's goals.

#### **13.7.16 Volunteer Supervision**

Upon appointment, all volunteers will be assigned a supervisor or named contact who is a permanent member of ODA staff. All volunteers will receive from their supervisor/named contact:

- Updates about ODA performance
- Technical and management support
- Regular supervisory meetings.

All field/project based volunteers will also receive support from a local community member. This relationship will be developed by the ODA representative so that the volunteer can access day to day support.

If the volunteer faces a problem or wishes to raise an issue, their first point of contact is the community member. If this does not meet their needs, the volunteer should contact their ODA representative. In the final event, the volunteer has the right to contact the Chief Corporate Development Manager to request help and support.

The Chief Corporate Development Manager has overall responsibility and accountability for volunteer management policies and practices.

ODA will carry out at least annual reviews of the volunteer's performance to be able to recognize those volunteers who are making a positive impact and/or using innovative methods to solve community problems. This review will also provide the volunteer with development opportunities.

### **13.7.17 Volunteers' Grievance & Disciplinary Policy**

At all times the volunteer must abide by Ethiopian laws and behave in line with ODA values (as detailed in the placement description). As ODA volunteers they should represent the organization and themselves in a good and professional manner at all times.

In the event that the volunteer breaks an Ethiopian law, for example, by stealing money or assets, ODA will commence legal action and immediately dismiss the volunteer from their duties. If the volunteer's behavior or work does not meet the required standard or the volunteer brings ODA into any type of disrepute, ODA will work with the community to take the appropriate action. In all instances, the volunteer will be dismissed from their ODA duties.

### **13.7.18 Volunteers and Confidentiality**

The volunteer is expected to treat ODA company information as privileged material and should not seek to earn money from the use of this information. Given the strong relationships which can develop between volunteer and community members, the volunteer is expected to maintain personal information confidential. Only with the express permission of the individual can the volunteer use this personal information. Failure to maintain company or personal confidentiality will result in the volunteer being dismissed and appropriate community based action being taken.

### **13.7.19 Volunteers and Reward & Recognition**

ODA will use a variety of non financial incentives to motivate, reward and retain volunteers. ODA appreciates the hard work and commitment displayed by the volunteers and will recognize them accordingly.



### **13.8 Confidentiality Policy**

All ODA company information and documents are regarded as confidential and it is forbidden for this information to be shared with any persons outside the organization. This information includes information that is regarded as confidential in policies, procedures, plans, budget and all information in employee records, employee evaluations and salary scales. In addition, certain information may be identified as management as confidential and will not be shared under any situation.

### **13.9 No Smoking Policy**

ODA endeavors to create a healthy and positive working environment for all employees. Smoking is therefore not allowed within any ODA office premises or in any ODA vehicles. When ODA is hosting a meeting or training event in an external venue, smoking is prohibited in the venue rooms.

## **14 PERSONNEL RECORDS AND PRIVACY REGULATIONS**

### **14.1 Principles and Policies**

- All information kept by ODA in personnel files or records are classified as ODA records.
- The collection, availability and disclosure of the contents of the personnel files will be governed by Ethiopian laws.
- It is the responsibility of the Chief Corporate Services Manager's department to follow the standard practice in the collection, maintenance, disclosure and destruction of personnel records.
- Questions concerning the disclosure of information by both internal and external bodies shall be referred to the Corporate Department.
- Information will be made available only if requesting bodies have the rights of access and they agree not to release personal information obtained from ODA except to the information subject or to other authorized individuals.
- Requests from a government agency for access to confidential information about any employee shall be submitted in written format to the Chief Corporate Services Manager. The information shall be made available only if the government agency has a statutory right to such access.

### **14.2 Record Keeping Procedures**

ODA will establish a procedure for the collection and maintenance of information in each record system. The procedure will include:

- Safeguards established to ensure the security and confidentiality of the records and to control access to the records.
- Rules of conduct for employees responsible for the collection, maintenance and disclosure of information in the records or for the design of records systems.
- Information on the physical location of the records and on the retention periods of the records.
- Processes for maintaining accurate, relevant, timely and complete records.

### **14.3 Amendments and/or Corrections to Personal Records**

- An individual who wishes to correct or delete personal information in a personal record shall submit a written request to the Chief Corporate Services Manager.
- Upon approval, the information shall be corrected or removed from the record and destroyed.
- When the request is denied, copies of the request and of the denial are to be kept in the individual's record.
- An individual who's request for correction or deletion of information has been denied may make a written request for review by the Executive Director.

### **14.4 Rules of Conduct for Record Keeping Employees**

- Employees with responsibilities for collecting, maintaining, using and/or disseminating personal and confidential information about individuals, (including applicants for employment, employees, consultants, contract personnel, participating guests, visitors, members, volunteers and beneficiaries) must comply with the provisions of confidentiality.
- Each employee with record keeping duties shall become familiar with and abide by the following **rules**:
  - No one shall collect personal or confidential information from an individual or about an individual unless necessary and relevant to the purposes of ODA and to the particular function for which the employee is responsible.
  - Whenever necessary and legitimate, information shall be collected directly from the individual to whom it relates.
  - When the information is collected, the concerned individual will be informed about the purpose of collection, the uses that will be made of the information and the consequences both practical and legal of not providing the information.
  - No one shall collect, maintain, use or disseminate information concerning an individual's membership in associations or organizations or his/her political, religious or social activities unless the individual volunteers to provide the information or the information is pertinent to and within the scope of an authorized investigation.

- It shall be incumbent to advise the HRD Manager before establishing any new system of records containing personal or confidential information about individuals.
- Each employee with record keeping duties will abide by the following **access to information rules**:
  - Make any reasonable effort to respond to enquiries and requests by individuals to inspect or receive copies of the records maintained on them quickly,
  - Assist individuals seeking information about themselves that will help them make the enquiry sufficiently specific and descriptive so as to facilitate locating the requested records,
  - Respond to all enquiries from the individuals in a courteous and businesslike manner,
  - Disclose no personal or confidential information to others unless specifically authorized to do so,
  - Ensure that personal and confidential information about individuals is not disclosed to unauthorized individuals,
  - Never seek out or use personal information about others for your own personal interest or advantage,
  - Remember that the intentional disclosure of personal and confidential information about individuals to unauthorized persons or acquiring of such information for a personal use may be a cause for disciplinary action.
  - Maintain and process information about individuals with care so that no authorized disclosure information is made.
  - Maintain an accounting of all disclosures to others as required.
- All employees with record keeping duties should abide by the following **safeguards**:
  - Ensure that all necessary precautions are taken to safeguard the confidentiality of persona and confidential information
  - Keep on records maintained in locked files, safes or other secure places,
  - Take care when working with records so that unauthorized persons do not inadvertently gain access

- Never leave records on a desk or table when unattended so an unauthorized person can gain access,
- Establish written procedures to safeguard the confidentiality of records for which you are responsible.
- Establish physical, technical and administrative safeguards for all information maintained in computer systems.

**Appendix A - Vacancy Announcement**

**Oromiyaa Development Association - Vacancy Announcement**

Ref \_\_\_\_\_

Date \_\_\_\_\_

ODA welcomes applications for the position of \_\_\_\_\_ as described below.

ODA is an Ethiopian Residents Charity, not for profit and nongovernmental organization which was established in 1993 (GC).

Job title \_\_\_\_\_

Number of vacant posts \_\_\_\_\_

Reports to \_\_\_\_\_

Grade and salary range: \_\_\_\_\_

Basic function of the position:

\_\_\_\_\_  
\_\_\_\_\_

Qualifications required (Education, Skills, Language, etc)

\_\_\_\_\_  
\_\_\_\_\_

Relevant experience

\_\_\_\_\_  
\_\_\_\_\_

Place of work \_\_\_\_\_

Closing date for application \_\_\_\_\_

Registration Period \_\_\_\_\_

Place of Registration \_\_\_\_\_

Documents required to be submitted by applicants with their application letter at the date of registration:

\_\_\_\_\_  
\_\_\_\_\_

For further information about the position, please contact HRD Manager, PO Box 8801, Addis Ababa.

**Appendix B - Job Applicants Screening Summary Form**

**Oromiyaa Development Association**

Job Applicants Selection Assessment

Date \_\_\_\_\_

Job title \_\_\_\_\_

Grade and salary range \_\_\_\_\_

No. of applicants \_\_\_\_\_

Date of vacancy announcement \_\_\_\_\_

Date of interview/written examination \_\_\_\_\_

No.	Name of applicants	Points assigned for:		Points assigned for			Grand Total
		Qualification (Max = 20)	Experience (Max = 30)	Interview	Written Exam	Other	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Recommendation of the Interviewers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Interviewers

\_\_\_\_\_  
Signature and Date

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

**Appendix C - Example Interview Assessment Form**

Note – each candidate should be assessed against the current job description

Date \_\_\_\_\_

Candidate Name \_\_\_\_\_

Interviewer (1) \_\_\_\_\_

Interviewer (2) \_\_\_\_\_

Criteria	Marks Available	Marks Awarded
Peachtree Experience	10	
Management Reporting	10	
Cash management	10	
Payroll	10	
Preparing and managing budgets	10	
Teamwork	10	
Building relationships	10	
Planning & prioritizing workloads	10	
Total	80	



## Appendix D - Letter of Offer

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Dear (name)

You applied for \_\_\_\_\_ position in our organization.

It gives me a great pleasure to inform you that we have decided to offer you a full-time position as \_\_\_\_\_ in our organization on a probation basis. You are expected to report immediately to Ato/W \_\_\_\_\_ who will be your immediate manager. He/she will provide you with your employment contract with all the necessary explanations, brief you with your job description, and give the necessary orientation about the organization. If you fulfill the minimum requirement for the job during the probation period, you will become a full-time regular employee of the organization.

Should you have any question, please contact the HRD Manager.

Yours Sincerely,

Signature

Name

## **Appendix E - Letter of Employment Confirmation after Probation**

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Dear (name)

You have been working in ODA on probation basis as \_\_\_\_\_ since (date) \_\_\_\_\_. Your performance was evaluated by your immediate manager at the end of your probation period and the evaluation result indicated that your job performance is satisfactory.

Therefore, it gives me great pleasure to inform you that the management has decided to hire you as full-time regular employee of the ODA effective (date) \_\_\_\_\_.

If you have any questions, please contact the HRD Manager.

Yours Sincerely,

Signature

Name

## Appendix F - Letter of Notification to Donors/Executive Board

Date \_\_\_\_\_

Dear (name)

This is to inform you that \_\_\_\_\_ (name) has been appointed in the role of \_\_\_\_\_ (job title) effective from \_\_\_\_\_ (start date).

I am highly confident that \_\_\_\_\_ (name) will be successful in this role and will make a significant contribution to the achievement of ODA's strategic goals.

If you have any questions, please contact the General Manager.

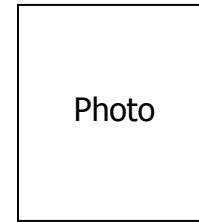
Yours Sincerely,

Signature

Name

**Appendix G****Oromiyaa Development Association**

## Employee Personal Information Form



Date: \_\_\_\_\_

1. Full name \_\_\_\_\_
2. Date of birth \_\_\_\_\_
3. Place of birth \_\_\_\_\_
4. Date of employment \_\_\_\_\_
5. Identify Card Number \_\_\_\_\_
6. Sex (put 'x'): Male \_\_\_\_\_ Female \_\_\_\_\_
7. Address: Sub-city \_\_\_\_\_ Kebele \_\_\_\_\_ House No. \_\_\_\_\_  
Telephone Number \_\_\_\_\_ E-mail address: \_\_\_\_\_
8. Marital status (put 'x') Single \_\_ Married \_\_ Divorced \_\_ Widow \_\_
9. Name and address of spouse  
Name \_\_\_\_\_  
Address: Sub-city \_\_\_\_\_ Kebele \_\_\_\_\_ House No. \_\_\_\_\_  
Telephone Number \_\_\_\_\_ E-mail address: \_\_\_\_\_
10. Children's names and dates of birth:

<b>S.N.</b>	<b>Name</b>	<b>Sex</b>	<b>Date of Birth</b>
1.			
2.			
3.			
4.			

11. Job title/position at employment \_\_\_\_\_
12. Department/program area at employment \_\_\_\_\_
13. Salary at employment \_\_\_\_\_
14. Allowance at employment \_\_\_\_\_
15. Relative or person to be contacted in the case of emergency  
Name \_\_\_\_\_  
Address: Sub-city \_\_\_\_\_ Kebele \_\_\_\_\_ House No. \_\_\_\_\_  
Telephone Number \_\_\_\_\_ E-mail address: \_\_\_\_\_

16. Beneficiaries of pension/provident fund

	<b>Name</b>	<b>Address</b>
1.		
2.		
3.		

17. Education standard

Name of school/institution	Duration of attendance	Grade completed	Certification obtained	Field of Study

18. Recent work experience (please attach your CV for details)

Employer	Address	Work duration	Work position held	Last monthly salary

19. Disciplinary measures taken against you

Employer	Type of disciplinary break	Action taken against you	Date action taken	Remark

Employee name & signature

\_\_\_\_\_

HRD Manager

\_\_\_\_\_

**For Office Purpose only**

20. Information on termination or separation

ODA terminated the employment contract of the employee on \_\_\_\_\_ due to \_\_\_\_\_

\_\_\_\_\_

**OR**

The employee resigned from his post on \_\_\_\_\_ due to \_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Appendix H - Employee Confidentiality Agreement

### **Oromiyaa Development Association** Employee Confidentiality Agreement

Date \_\_\_\_\_

To: Oromiyaa Development Association  
Addis Ababa

From: Employees name  
Address

Re my employment by ODA, I agree to hold confidential all information and documents I access whilst conducting the business of the organization, such as policies and procedures, plans, budget, employee records, report and evaluations. Moreover, I will hold confidential all information that has been specifically identified as confidential.

I agree that confidential information will be accessed, read, discussed, or copied only in the performance of my duties and only in ODA's related environment.

Signature

Date

## **Appendix I - Contract of Employment**

### **Oromiyaa Development Association Contract of Employment**

This Contract of Employment, hereinafter referred to as "Contract", is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between Oromiyaa Development Association (PO Box 1818, Addis Ababa) hereafter referred to as "Employer", and Ato/Wr \_\_\_\_\_, hereafter referred to as "Employee".

The parties hereto agree to be bound as follows:

#### **Article 1 Employment**

The Employer agrees to employ the Employee as \_\_\_\_\_ and the Employee agrees to perform the duties prescribed in the job description for the position.

#### **Article 2 Interpretation**

The interpretation of this Contract shall rest with the General Manager and the Chief Corporate Manager.

#### **Article 3 Duration of Contract**

The employment with the Employer under this Contract shall commence on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall continue, subject to the terms and conditions of employment, for one year until \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ unless the Contract is terminated in accordance with Article 10. The forgoing dates shall be used for the purpose of salary, allowances and the computation of leave hereunder.

#### **Article 4 Place of Work**

- 4.1 The employee's workplace will be \_\_\_\_\_. This will be referred to as workplace.
- 4.2 However, the Employer may require the Employee to work at such other locations on a temporary basis as the Employer may from time to time require. The Employer reserves the right to relocate the Employee on reasonable notice to such other locations as deemed necessary.
- 4.3 The Employee may be required, whenever necessary, to travel outside of their workplace in order to fulfill the duties of his/her employment.



- 4.4 The Employer will pay reasonable transportation costs, as per ODA's policy, when the employee has to travel outside of their normal workplace for work purposes.
- 4.5 The Employer will pay a daily per diem, as per ODA's policy when the employee is undertaking his/her work duties outside of their normal workplace.

### **Article 5 Normal Working Hours**

- 5.1 The Employee normal working hours will be 40 hours per week, 8.30 to 5.30 Monday to Friday, with one hour for lunch.
- 5.2 The Employee may be required to work additional hours as may be necessary by the current project from time to time. The Employee will not be entitled to overtime payments.

### **Article 6 Obligations of the Employee**

- 6.1 The Employee will abide by the policies, rules and regulations of the Organization outlined by the Employer.
- 6.2 The Employee shall not undertake any work or employment, other than for the Employer, during the normal hours of work without informing the Employer in advance.
- 6.3 The Employee shall be abided by the code of conduct, the rules and regulation of the organization.
- 6.4 The Employee shall not, at any time, use, copy, disclose, communicate and/or publish or enable or cause any person to become aware of and/or use, copy, disclose, communicate and/or publish any confidential information which he/she receive or obtain during the course of performing the duties or as a result of the employment with the Employer.
- 6.5 The obligations contained in sub-article 6.4 shall not apply to any information which the Employee is ordered to disclose by a court or tribunal of competent jurisdiction or otherwise required or permitted to disclose by law; and
- 6.6 The Employee handles all Organizational property provided properly. If any damage or loss is incurred on any property due to his/her negligence, he/she will be liable to the Employer. The Employee agrees that he/she shall, whenever requested by the Employer and in any event on the termination of the employment, promptly return to the Employer all property belonging to the Employer in his/her possession, custody or control. The Employee acknowledges and agrees that, on termination of employment, he/she shall not be entitled to retain and shall not retain any property.

- 6.7 The Employee agrees that he/she shall refrain from using his/her official position or Employer's facilities for the dissemination of his/her personal, political or religious beliefs.
- 6.8 The Employee agrees that he/she shall refrain from actions, which incite or cause to incite disruption of the orderly operation of the Employer or that cause damage to property or personnel.
- 6.9 The Employee shall not come to work under the influence of alcohol or drugs.
- 6.10 The Employee shall adhere to the working hours and will not be absent from work without prior approval from the Employer.
- 6.11 The Employee will perform their duties and responsibilities as outlined in the job description.

### **Article 7 Remuneration & Benefit**

- 7.1 The Employee is entitled to be paid a monthly gross basic salary of Birr \_\_\_\_\_ (Birr \_\_\_\_\_ .) The said salary will be paid at the end of every month as per the Gregorian calendar. If the end of the month falls on a Saturday or Sunday, the said salary will be paid the preceding Friday.
- 7.2 Paid salary is subject to income tax deductions.
- 7.3 Paid salary shall constitute full and complete remuneration for the services performed by the employee hereunder;
- 7.4 The Employee will have a provident fund, where the Employer will contribute 10% and 8% will be deducted from the Employee' salary on a monthly basis.

### **Article 8 Leave**

- 8.1 Upon successful completion of the probation period, the Employee will be entitled to 20 days annual leave for the first year of his/her service. The employee shall earn one working day for every additional year of service thereafter up to a maximum of 10 days, such that the total annual leave shall not exceed 30 working days.
- 8.2 The Employee shall be entitled to paid public and religious holiday leaves that are celebrated officially throughout the country and Sundays.
- 8.3 The Employee shall have maternity or paternity leave as per the human resource manual and the labor law of the country.
- 8.4 The Employee shall be entitled to a one-time five working day matrimonial leave with pay during his/her employment period within the organization in the event of his/her marriage ceremony.

- 8.5 Sick leave cases shall be handled as per the human resource policy and procedures of the Employer. When the Employee is sick and becomes absent, he/she shall report the matter to the immediate supervisor on the same day.
- 8.6 The Employee shall be granted a mourning leave with pay as per ODA's HR policy.
- 8.7 The Employee shall have other leave with pay when he/she has to appear before courts, police stations, or kebeles to meet legal obligations or exercise his/her civil rights provided that the Employee presents written evidence to the immediate supervisor for approval.

### **Article 9 Renewal and Amendment**

- 9.1 This Contract may be renewed in writing following the expiry of the term of duration.
- 9.2 This Contract may be amended, depending on availability of funding, in writing signed and dated by the contracting parties hereto whenever necessary.

### **Article 10 Termination**

- 10.1 The Employer reserves the right to terminate this contract without any prior notice where:
- When the Employee fails to undertake his/her work duties as required;
  - The duration of this Contract expires;
  - The Employee reached a retirement age of 60;
  - The Employee is absent from work for more than 30 days in one year to due to illness or is declared unfit for work he/she has been hired for by a board of medical doctors;
  - It becomes impossible to retain the Employee because of winding up of project/program or organizational restructuring of the Employer;
  - The Employer upon giving a 30-day written notice to the Employee of its intention to terminate the Contract.
- 10.2 The Employee upon giving a 30 - day written notice to the Employer of his/her intention may terminate the Contract
- 10.3 Any compensation, severance pay and any other entitlements shall be handled in accordance with the rules and regulations of the Employer.

**Article 11 Applicable Laws and Jurisdiction**

All matters arising from the Contract are governed by the Laws of Ethiopia. Wherever disputes arise the Ethiopian courts shall have jurisdiction. The relevant provisions of the Civil Code of Ethiopia and the Labor Law Proclamation shall govern the relationship of the parties in as much as they are not covered under the terms and conditions of this contract.

The Employee indicates their agreement to the conditions and rules included in this contract by putting their signature and date in the space below:

Employee full name

For and on behalf of the Employer

\_\_\_\_\_  
Signature \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix J - Letter of Contract Renewal

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Dear (name)

This is to confirm that your contract of employment has been renewed until \_\_\_\_\_ and your monthly salary will be \_\_\_\_\_ ETB.

Thank you for your work efforts in support of ODA achieving its' strategic goals and I would like to remind you to continue performing your duties honestly and diligently.

If you have any questions, please contact the Human Resources Manager.

Yours Sincerely,

Signature

Name

## Appendix K - Orientation Checklist

### Oromiyaa Development Association Orientation Checklist

Orientation will be coordinated by the immediate manager and completed within the first five days of employment. The checklist below should be completed:

#### General

Employee: \_\_\_\_\_  
Starting date: \_\_\_\_\_  
Position: \_\_\_\_\_  
Department: \_\_\_\_\_  
Manager: \_\_\_\_\_

#### Introduction

Executive Director \_\_\_\_\_  
Deputy Directors \_\_\_\_\_

#### ODA's General Information

Background \_\_\_\_\_  
Mission, goals and values \_\_\_\_\_  
Organizational structure \_\_\_\_\_  
Current operational plan \_\_\_\_\_  
Review of relevant policies \_\_\_\_\_  
Weekly working hours & schedule \_\_\_\_\_  
Workplace \_\_\_\_\_  
Job description \_\_\_\_\_  
Probation period \_\_\_\_\_  
Date of first performance review \_\_\_\_\_  
Job performance expectation \_\_\_\_\_  
Stationary and ordering supplies \_\_\_\_\_  
Code of conduct \_\_\_\_\_

Name and signature of employee  
\_\_\_\_\_

Name and signature of manager  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Appendix L - Leave Request & Permit Form**

**Oromiyaa Development Association**  
 Leave Request & Approval Form

Date: \_\_\_\_\_

To be filled by the employee	Name: _____ Leave requested for ____ working days Start & Leave date(s) _____ Type of leave (tick) Annual leave ( )                      Mourning leave ( ) Sick leave ( )                              Maternity leave ( ) Leave without pay ( )                  Paternity leave ( ) Marriage leave ( )                      Other _____																		
	Address during leave time: place _____, phone number _____																		
To be filled by the HRD Team	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Year</th> <th colspan="2">Annual Leave</th> <th rowspan="2">Remaining</th> </tr> <tr> <th>Entitled</th> <th>Used</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> Remark _____ _____ Name _____ Signature and date _____	Year	Annual Leave		Remaining	Entitled	Used												
Year	Annual Leave		Remaining																
	Entitled	Used																	
HRD Manager	Name _____ Remark _____ Signature and date _____																		
Employee confirmation	It is approved that I will be on leave from _____ to _____ and will report to duty on _____ Name _____ Signature and date _____																		

## **Appendix M : Hardship Areas**