CARE INTERNATIONAL
SOMALIA/SOMALILAND

HUMAN RESOURCES POLICY AND PROCEDURES
JULY 2017

Authority name: Rahedl Chaudhary

Signature: ________________________________
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SECTION 1: INTRODUCTION

Welcome aboard! We are excited that you have chosen to join CARE International, a global leader within a world-wide movement dedicated to ending poverty. CARE’s success can be attributed to the commitment, passion, and hard work of our employees. We look forward to the contributions you will make toward our mission, vision, and strategy.

1.1 PURPOSE AND USE OF THE HR POLICY

This Policy Manual is a compilation of Human Resources Management policies, procedures and practices that have been developed over time for National and Regional employees working in Kenya and Somalia/Somaliland. International staff, volunteers, consultants, partners and agents engaged by CARE are not bound by this manual but by the terms outlined in their letters of engagement. Interns are governed by the internship policy, refer http://som.ecsagateway.org/wp-content/uploads/2017/06/Internship-Policy-updated-July-2017.pdf

The policy manual is designed to provide information for employees and guidance to managers and supervisors in performing their HR management responsibilities. It helps to ensure consistency. This manual will promote a culture of trust, understanding and productivity and help clarify expectations both what CARE International expects from the employees and what the employees expect from CARE International.

The contents of this manual do not on their own constitute, express or imply contract terms, but provide policy guidelines, rules and procedures which CARE shall be guided by when determining any additional rights or obligations on the part of its employees. The contents of this manual shall be subject to the express terms and conditions contained in any employment contract of an employee of CARE International and in case of conflict, the terms and conditions set out in the employment contract shall prevail.

The policies and procedures in the manual are subject to change at the sole discretion of CARE at any time with or without prior notice. As policies and practices change, you will receive updated notices via email or memoranda from the Country Director.

This manual abides by the labour laws of Kenya & Somalia/Somaliland. No member of staff will be put in a position in which s/he is required to carry out actions that would contravene these laws. It is the obligation of the Country Director (or person designated by him/her) to establish the legal position in any unknown or questionable situation and to take responsibility for informing the Leadership Team and all the staff. Where there is no set policy on a significant issue or where the set policy cannot be implemented, the Country Director, the Programs Support Director and the Head of HR should be consulted as to the course of action to be pursued.


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will be reviewed annually and any amendments will be communicated to staff through memoranda from the CD.

This employee manual is updated and effective 1st July 2017 and it supersedes all previous versions of the CARE International Human Resource Policies.

1.2 ANNEXES
Annexes specified in this manual are not attached herein due to the size but can be found on the HRMIS, in a separate folder under the CARE Somalia’s/Somaliland’s shared drive and in HR offices in Nairobi and Somalia/Somaliland upon request.

1.3 CARE’S VISION, MISSION $ VALUES

Our Mission
CARE works around the globe to save lives, defeat poverty and achieve social justice.

Our Vision
We seek a world of hope, tolerance and social justice, where poverty has been overcome and all people live with dignity and security.

Our Focus
We put women and girls in the center because we know that we cannot overcome poverty until all people have equal rights and opportunities.

Our Values

Transformation
We believe in urgent action, innovation, and the necessity of transformation—within the world and our own organization.

Integrity
We are accountable to the people and partners we humbly serve, transparently sharing our results, stories and lessons.

Diversity
We know that by embracing differences, actively including a variety of voices, and joining together we can solve the world’s most complex problems.

Excellence
We challenge ourselves to the highest level of learning and performance, tapping the best of the human spirit to create impact.

Equality
We believe in the equal value of every human being and the importance of respecting and honoring each individual; we know that change happens through people.
1.4 CODE OF ETHICS AND CONDUCT
CARE is committed to maintaining the highest degree of ethical conduct among its entire staff, and expects all staff to act in a manner consistent with the core values of transformation, Integrity, Diversity, Excellence and Equality while carrying out CARE’s responsibilities. CARE Somalia/Somaliland’s Code of Conduct is a straightforward guide of do’s and don’ts to assist staff and volunteers to conduct their work professionally and effectively. Full details of CARE’s package of policies can be found on: http://som.ecsagateway.org/wp-content/uploads/2017/06/CARE-Somalia-Somaliland-Package-of-Policies-Updated.pdf. Each employee will sign the declaration to abide by CARE code of conduct, child protection and PSEA policies which is an addendum to the employment contract. It will be expressly understood that their contract with CARE is not valid unless this Declaration is signed.

1.4.1 CARE Name, Logo and Trademark:
The CARE name, logo, and trademark may only be used in activities and circumstances sanctioned by CARE and in the appropriate form.

1.4.2 Complying with the Law
All employees shall abide and be governed by the laws of the country. Any infringement shall be the sole responsibility of the employee. CARE shall be absolved of any involvement in such an infringement and/or activity that may be considered unlawful.

1.4.3 Professional Conduct
During working hours, each employee is expected to devote his / her official time to the job work assigned to him or her, abide by the directions of their supervisor and work diligently, faithfully and professionally and protect CARE’s reputation.

1.4.4 Work Produced by Employees
In respect to copyrights, any article, report or book written by an employee during his/her employment in CARE Somalia/Somaliland shall remain the property of CARE Somalia/Somaliland.

1.4.5 CARE Property
CARE Somalia/Somaliland property is provided for CARE’s work and may not be accessed or removed from CARE premises except in the regular course of CARE’s business. Employees are responsible to manage CARE assets, funds and other property entrusted to them and to treat the property with care and respect and are required to return it in good condition prior to their separation from CARE. The use of the organization’s property such as vehicles, spare parts, radios, telephones, official CARE letterhead stationery, use of photocopier and any other asset or equipment for any personal, unlawful or improper purpose is strictly prohibited.

1.4.6 Exchange of Gifts
Persons having managerial responsibility should not encourage group gifts to a supervisor or subordinate to commemorate an important event. Such efforts as they spontaneously and voluntarily arise from other employees are permitted but the amount contributed by each participant to the gift should be a token amount. CARE employees should not accept gifts, personal loans, entertainment or other special considerations from an individual or business organization doing business with CARE. Gifts cannot be received during the procurement solicitation process and no applicable law, regulation, or CARE policy can be violated. Within
the Kenyan set-up, contributions to “Harambee” can easily be used to influence. In special circumstances, like in contributions towards funeral expenses, an employee can request for permission from the Country Director or his designate to collect such contributions.

1.4.7 Confidential Information
CARE's records and information is confidential and must be handled as such. This pertains to all verbal or written communication including, but not limited to, work created as part of your job, financial data, computer file, contracts, procurement materials (vendor lists, purchase orders, etc.), marketing and donor information (donor names, mailing lists, contributions, etc.), program material (project reports, grant applications, correspondence with other country offices or CARE International members), personnel or staff information and general corporate documents. Any employee who possess or has access to confidential information shall not disseminate this information while he/she is still working with CARE Somalia/Somaliland or after leaving the organization.

1.4.8 Finance and Procurement Dealings involving CARE
The procurement process must be transparent and have no actual or perceived appearance of impropriety. Employees may not select a supplier of goods or services for any reason other than its ability to fulfil CARE’s needs. An employee may not personally accept any goods or services or other forms of compensation or favors from a supplier for less than market value, other than as a usual contribution to CARE. It is unethical as well as damaging to CARE's reputation to allow proprietary information about one vendor’s quotation response to pass to another. Fees, commissions, kickbacks, or any form of bribes intended to induce or reward favorable decisions and governmental actions, are unacceptable and prohibited.

1.4.9 Conflict of Interest
Employees must scrupulously avoid any conflict between their individual interests and the interests of CARE. Any employee or member of their family, who have a possible conflict or even the appearance of a conflict with CARE interests, must fully disclose the circumstances to their supervisor. For the purposes of this policy, member of family includes a spouse, brother or sister, parent, child or domestic partner.

1.4.10 Discrimination, Harassment and Exploitation
CARE expressly prohibits and will not tolerate any form of discrimination, harassment, or exploitation based upon race, ethnicity, religion, national origin, gender, age, sexual orientation, marital status, citizenship status, disability, or military status.

1.4.11 Smoking Policy
CARE strives to provide a healthy and comfortable working environment for all employees. Smoking by employees and visitors is therefore prohibited throughout all CARE premises. Employees and visitors who wish to smoke must therefore use the designated smoking zones.

1.4.12 Substance abuse in the Workplace;
CARE is committed to protecting the safety, health and well-being of our employees and recognizes that abuse of alcohol and other drugs compromises this dedication. Therefore possessing, using, consuming, purchasing, distributing, manufacturing, dispensing or selling alcohol or controlled substances or any other contraband item within CARE premises without medical authorization is strictly prohibited. Alcohol may be served at CARE-sponsored social events with the consent of the Country Director or his/her designate. Employees are expected
to act responsibly at all such gatherings, and should not drive while under the influence of alcohol.

1.4.13 Fraudulent Acts and Losses
If an employee suspects dishonest or fraudulent activity, he/she should report such activity through the normal chain of supervision. If however, this is not possible, a confidential report should be sent to the Internal Auditor / Country Director.

1.4.14 Electronic Communication and Telephone Use
All of your equipment and communications systems are owned by CARE and provided for official business use. This includes, but not limited to, computers, fax machines, telephones, voice-mail, and copy machines. The network system is the property of CARE and has been provided use in conducting company business. Access to shared folders are logged and monitored. Use of the network and information resources for non-CARE purposes should be kept to a minimum. CARE may monitor and disclose the contents of your electronic and telephone communications when necessary or desirable. Downloading software from the Internet that is not licensed, verified, approved or supported by CARE is prohibited.

1.4.15 Communication regarding CARE
All press and media inquiries must be forwarded to the Country Director - whether the media interest is local, national, or international. Under no circumstances should an employee field any questions or supply any information to the media, either verbal or written, unless explicitly designated to do so. An employee should refrain from communicating with a lawyer not representing CARE, when the communication involves CARE business. If an employee receives any unsolicited telephone call from a lawyer not representing CARE, they should immediately and politely refer the lawyer to the Country Director.

1.4.16 Violence at the workplace
CARE believes in creating a safe working environment for all employees; therefore, any acts of violence committed by or against employees are prohibited. CARE also strictly prohibits the possession or use of any form of weapon on CARE property. Any instances of violence must be reported to the employee’s supervisor and/or the HR department and all complaints will be fully investigated. Violation of this policy will result in immediate discharge.

1.4.17 Visitors in the workplace
From time to time, an employee may receive personal visitors at the office. If so, they are responsible for the conduct of their visitor while he or she is on CARE premises. The employee must ensure that their visitor does not disturb the work of others.

1.4.18 Reporting Violations of the Code of Conduct
Violations of the Code of Conduct should be reported to someone in management or to the Head of HR. The report may be verbal or in writing, and should provide details of what happened, including date, location and the names of any witnesses.

1.5 CHILD PROTECTION POLICY

Child abuse in all forms is unacceptable to CARE Somalia/Somaliland, which recognizes its responsibility to protect children from harm in all areas of its work. CARE’s Child Protection
Policy is a statement of the organization’s commitment to child safety and to zero tolerance towards any kind of child abuse and exploitation.

1.6 POLICY AGAINST SEXUAL EXPLOITATION AND ABUSE (PSEA)

Sexual exploitation and abuse represents a catastrophic failure of protection. It brings harm to those whom we are mandated to protect and jeopardizes the reputation of our organization. It also violates universally recognized international legal norms and standards. Employees of CARE Somalia/Somaliland must sustain ethical behavior in their professional and, even, private life. The PSEA Policy guides you in your obligation on protection from sexual exploitation and abuse.

1.7 HIV/AIDS POLICY

CARE Somalia is committed to providing a supportive workplace for all employees, regardless of HIV/AIDS status. This commitment is based upon the following principles:

- CARE will not discriminate against a qualified individual with regard to job applications, hiring, advancement, discharge, compensation, training, or other terms, conditions or privileges of employment based on their HIV status.
- CARE does not and will not require HIV screening as part of pre-employment or general workplace physical examinations and our employment practices will comply with local laws and regulations.
- CARE recognizes that if you have HIV/AIDS or any other life-threatening illness, you may wish to continue in as many of your normal pursuits as your illness allows, including work.

**Discrimination**

CARE will not tolerate any form of discrimination against staff based on HIV-positive status. Similarly, CARE Somalia will not tolerate any form of discrimination against or among project participants and partners based on HIV-positive status. Any form of discrimination or harassment based on HIV-positive status will be subject to disciplinary action.

**Confidentiality**

CARE managers/Supervisors cannot ask an employee about his or her HIV status. If an employee chooses to disclose his or her HIV status, it will be treated as confidential information.

**Testing**

HIV/AIDS testing will not be required at the time of recruitment or as a condition of continued employment.

**Care and Support**

Through our medical insurance cover, CARE will ensure access to medical services for staff and their dependants.

SECTION 2: HUMAN RESOURCE STRATEGY

Our employees are central to the achievement of CARE’s mission. They are central in delivering organizational and programme objectives and determine our reputation and
vitality. Human Resource Strategy refers to the overall direction that CARE Somalia/Somaliland wishes to pursue in achieving its objectives through people.

2.1 Objectives of CARE Human Resource Strategy:

1. To enable management to achieve organisational/programme objectives through staff;

2. To ensure that policies and practices that relate to staff employment and management are well documented, well monitored and reviewed;

3. To ensure policies and practices are consistent in their application to all staff;

4. To enable staff to achieve their full capacity and potential and to deliver their maximum contribution to the achievement of organisational/programme goals;

5. To foster commitment from individuals to the success of the programmes/organisation through high quality performance;

6. To create conditions in which team working and high quality work can flourish;

7. To encourage willingness to operate flexibly and encourage innovation;

8. To develop skills among staff to ensure that the organisation can adapt to changing circumstances.

SECTION 3: RECRUITMENT

CARE Somalia/Somaliland subscribes to the policy of providing equal opportunity of non-discrimination in employment, regardless of race, color, religion, nationality, tribe, clan, sex or age. CARE recognizes that all relief, rehabilitation and development programs undertaken by the mission must have development plans for all staff in order to build sustainability within programs. Therefore, when employment opportunities arise the line manager/Program Coordinator with the support of the HR Office will as necessary assess the qualifications and skills requirements and identify internal capacity before opening the positions for external hire.

3.1 Recruitment – General

For an organization of CARE’s size, proper recruitment and administration of personnel is an important and demanding management responsibility. Fair and equitable treatment must be provided to all potential candidates for a given vacancy. Hence, it is essential for CARE to maintain a standardized application process and ensure that the approved control policies on personnel management are applied. Through the mechanisms, CARE will be able to achieve excellence in the recruitment and institutionalize integrity throughout the organization. One of CARE objectives is to promote internal staffs, notably women to higher responsibilities and positions. Therefore, in some instances, CARE may choose to open positions only for internal candidates, provided the skills and qualifications are internally available.
All positions will be open to all and preference will first be given to CARE Somalia/Somaliland staff where the CARE staff could potentially meet the needs of the position. Female candidates at all levels will be encouraged to apply.

3.2 Immigration law compliance
CARE Somalia/Somaliland complies with the existing local labor and immigration laws applicable in Kenya & Somalia/ Somaliland and will therefore only employ citizens authorized to work in Kenya and Somalia/Somaliland. Employment with CARE is therefore subject to the obtainment of the relevant visa/work permit as required by the respective Local Authorities.

3.3 Hiring Procedures
New Positions become available when funding permits based on new demands of the organization, restructuring or merging of jobs, or when an individual in an existing position vacates the post. Declaration or Identification of vacancies should be as per approved organograms, which are approved by the Country Director or designate

3.4 Recruitment Planning
The Human Resource department receives the signed Employee Request form (ERF) from the Hiring manager together with the Job Description. The JD provided aides the HR department in evaluating the kind of candidate required by the Hiring department. For new jobs the HR office will conduct a job evaluation to inform the title and the job Grade of the position. HR can provide assistance in developing a job description if requested, but the function fully and typically lies with the Hiring Manager who understands the job requirements better.

If it is a new position, its title should be confirmed by the HR Office with the existing approved structure (organogram) then the JD should be weighted by the HR Office for its grade. HR should be involved in the salary negotiation.

If CARE makes the decision that the position should be filled by an internal candidate an internal advert will be placed. If CARE makes the decision that the position should be filled by an identified existing staff member, a transfer or promotion will be done with proper justification and no advertisement will be necessary in this case.

Where CARE feels that there may not be a suitable internal person, or where there is need to have wider competition for a post, an external advert will be done.

3.5 Job Descriptions
All employees and established positions must possess Job Descriptions. Each employee shall receive a job description clearly describing the areas of work responsibility, duties, line management, authority levels, obligations and qualifications required.

3.6 Adverts
The hiring project / department shall give a Job Description to the HR Office, who will prepare the Job Advert accordingly. For HR to run any advert in the media, a Procurement Request (PR) must be raised in PAMODZI by the hiring manager and approved by the relevant authority. The normal procurement procedure shall apply with regards to procurement of advertising services.
Any position that has a contract length of 6 months or more should be advertised where applicable. The process of hiring new staff is normally done through advertisements in the local and regional media (newspapers, websites, networks, etc.) and by posting notices in prominent places or any other means deemed appropriate. The Job Advert will be based on the Job Description of the position to be filled. All adverts should be gender sensitive and encourage women and people from minority representation in the organization to apply.

An internal advert is to run for 5 days and is only open to current and former CARE staff that left CARE in the previous two years.

CARE will put an External advert on the local press. Such an advert should run for at least 2 weeks. In instances where the positions are to be filled immediately, the advert will have no closing date and will be left open until suitable candidates are identified.

Headhunting, referrals and the use of recruitment firms may also be applied to find candidates. The decision to use head hunting should be made jointly by the HR department and the hiring manager. External firm or referrals could be used as methods for head hunting.

In regions where advertisement of positions is not feasible head hunting and referral could be used to get candidates for vacant positions.

**SECTION 4: SELECTION**

4.1 **Screening/ Evaluating the Applications**

Only applications forwarded within the stipulated period of receipt will be considered, and the late applications only considered if it is not possible to fill the post from the applications received in time.

- All applications will be reviewed by the HR Representative and based on the JD, individual application, GED and other information availed, 10 to 15 applicants will be long-listed. Other applications should be kept until when the position is filled.
- The long-listed candidates for the position will be forwarded to the hiring manager.
- The hiring manager will be required to review the initial long-list. All internal applicants who have applied for an open position must be long-listed if their qualifications match the requirement of the job. From the long list the hiring manager compiles a short-list of candidates who will be interviewed and this time round, internal candidates will only be short listed if it is felt that they qualify. Internal candidates who do not qualify and hence not considered should be informed of this before the interview date and told why they fell short. The short list will have a maximum of five candidates.
• Once the short list is forwarded to HR, the relevant HR Representative in consultation with the Hiring Manager will set an interview date and identify internal panelists, putting into consideration Gender Equity & Diversity (GED). An interview panel should consist of a minimum of three and a maximum of four people. In some jurisdictions in Somalia/Somaliland, it is a requirement to invite a representative from the local authorities or Ministry of Labour to sit in the interview panel.

• Where the shortlist does not sufficiently reflect GED considerations or does not have more than one candidate that meets the minimum criteria, the hiring manager in consultation with HR may choose to re-advertise the position without doing any interview.

4.2 Interviews and Final Selection

The HR department together with the identified panelists will conduct all staff interviews. Once the date is set, the short listed candidates will be informed at least 3 days before the interview and requested to come with copies of certificates for the interview, if they had not sent them with their application.

Before the interview date, the Hiring Department in consultation with HR will prepare the interview matrix and come up with key questions to be asked covering all critical areas of job as per JD, advert and matrix and should include issues on gender mainstreaming.

After all the panelists have been confirmed; the candidates’ CVs, the interview matrix together with the schedule will be sent to the Panel members at least a day before the interview date. Upon arrival, short listed candidates will be required to complete an employment application form (see Annex 9.4) and undergo an oral and/or a written examination or other tests deemed necessary. This application form can also be sent to the candidates prior to the interview and candidates will only then be required to return the completed application form when they come for the interview.

Depending on the location of the applicants, the interviews will either be by skype, phone or face to face. The HR representative will prepare a summary of the panel members’ scores and recommendations and ensure it is signed by the panel members together with the hiring manager. Based on the scoring, the panel will discuss and conclude giving a recommendation of the candidate to be hired. Where it is not possible to immediately obtain a signature of the panel member(s), an electronic approval through email will suffice. In certain instances, the recommendation by the panel members may not follow the interview results especially where the consideration of GED and clan dynamics are critical. This can only be done with clear and proper justification provided by the recruiting manager and approved by the Country Director.

If a recruitment agent was tasked to recruit for a position, a CARE representative, where necessary, will sit in the final interviews to select the final candidate.

On a case by case basis, CARE will discuss the reimbursement of travel expenses used by an interviewee to the interview venue. When recommended CARE will reimburse this costs on the basis of receipts by public road transport for a return trip. Where receipts are not available CARE will use the best estimate of the cost of public transport. In exceptional cases where candidates are out of the country and it is deemed necessary for them to come for face to face interviews, reimbursement of flight costs will be considered. This cost should be approved by the hiring manager and head of department. For internal candidates CARE will
not provide time off to attend interviews out of their duty station, hence they will be required to take leave approved by the supervisor.

4.3 Reference Checks
Employment of any candidate is subject to the organization obtaining satisfactory professional references from at least two responsible persons. Preferably one of which should be from current or former employer. A Reference Check form (see Annex 9.19) will be sent to the referees, which needs to be filled and returned as soon as possible. References from close relatives are not acceptable. If required, the local Authorities can assist in making the background checks.

In cases where it is difficult to obtain a written reference, the HR Office can conduct a telephone interview of the referee and record in writing. However, an appointment can be made prior to confirmation of references but the contract would clearly indicate that final confirmation would be contingent on receipt of positive feedback from the referees.

4.4 Anti-Terrorism
CARE will not provide support of any kind to a person or entity that CARE knows or has reason to know advocates terrorism or engages in terrorist activity. CARE shall comply with all applicable laws and regulations that address terrorism and terrorist activity. All staff will be checked against the anti-terrorism list-checking system of CARE, before they are employed.

4.5 Gender Equity and Diversity
CARE is committed to institutionalizing gender, equity and diversity at both the organizational and programmatic levels. To this end, shortlist for recruitment will strive to have female candidate(s). In cases where written tests will be applied as a means of short-listing, the best two female applicants must be interviewed regardless of their ranking. Headhunting for suitable female candidates will be used to fill senior positions such as Managerial and Advisory ones in cases where applications from women do not meet the basic requirements.

In instances where no female candidates have applied for a position, the recruitment process will continue. However, in cases where there are female applicants who do not fully meet all the requirements, but at least a number of them one female applicant may be shortlisted and interviewed for the position.

Female applicants who are interviewed for a specific position and do not get selected for the position, can be re-considered for another suitable position if available.

CARE Somalia will not discriminate any applicant on the basis of gender, race, religion, health status and or physical disability. CARE is and strives to remain an Equal Employment Opportunity organization. Positive discrimination on the basis of affirmative action to promote GED may sometimes be considered.

In selecting candidates CARE will strive for diversity within teams for instance in terms of clan balance or gender balance in a team. This could also mean that for an all-female team, CARE would apply positive discrimination for male candidates recognising that more diverse teams tends to be more effective and relate better to all the beneficiaries of our programs.
SECTION 5: APPOINTING NEW EMPLOYEES

5.1 Extending the Offer
Once the reference checks have been conducted and completed, HR will proceed with making an offer as per the salary structure. If the potential employee accepts the offer, HR will confirm when they can report and the same information will be shared with the hiring department.

Regrets shall be sent by e-mail or phone by HR Representative to all the candidates invited for the interview.
The final authority for employment lies with CARE’s Country Director. This authority can be transferred to his/her designate as deemed appropriate.

The diagram below summarizes the recruitment process.

2. The HR Representative confirms the approved ERF and receives the JD -

3(a) Yes- there are likely internal candidates that are qualified and interested

3(b) No Possible internal candidates (unlikely that we will find qualified internal candidates)

4(a) HR places an Internal Advert

4(b) HR places an External Advert

5(a) Internal transfer/ promotion of staff with proper justification

5(b) No suitable candidate identified from the recruitment process

5. Screening / Evaluation of resumes by HR

6. HR/Hiring manager set an interview date, identifies the panellists and confirm their availability

7. HR contacts the candidates and arranges for the interviews

8. Interview held - final candidate is selected

9. Conduct the Bridger Check and Reference checks

10. Offer of employment extended and once it is accepted, the unsuccessful candidates are notified. Or Letter of transfer for internal transfers/ promotion.
5.2 Employment of Immediate Relatives
As a general policy, CARE does not encourage hiring relatives or immediate family members of employees. Approval by the Country Director may be granted on a case-by-case basis provided that neither of the related persons directly supervises the other and there is no actual or perceived conflict of interest as determined by the Country Director.

Relatives are defined as persons related to an employee by blood, adoption or marriage. Includes but not limited to spouses, children, in-laws, brother or sister of an employee.

5.3 Minimum/Maximum Age
The minimum age for employment with CARE is 18 years and maximum age for employing new staff is 64 years. In exceptional circumstances where an employee exceeds the maximum employment age limit, the candidate may still be considered for employment subject to approval by the CD.

5.4 Notice Period for recruitment
Where a project / department requires the successful candidate to join CARE immediately, without completing notice period with the previous employer, payment of the remaining period may be considered. This will depend upon whether work re-arrangements cannot be done within the project / department and the funding availability. The previous employer will give CARE a breakdown of the number of days of notice not provided and the compensation it translates to. CARE will then issue a cheque to the previous employer.

5.5 Medical Fitness
CARE provides medical benefits but it is the employee’s responsibility to attain a level of medical fitness necessary to undertake job activities before and during employment. Prospective hires will not be subjected to undergo pre-employment medical tests except for drivers & food handlers who may be required to undergo medical tests.

5.6 Employment Classification
All employee positions will be defined under a Job Grading and salary Scale, which relates to responsibility levels, experience, education level and skills levels. Each grade within the structure reflects a minimum and maximum salary. The salaries for each individual shall be based on seniority, performance, experience, qualifications, past salary history and specific skills required to perform the tasks, as defined during the position weighting and evaluation process. The above criteria shall be used to determine the salary of a newly hired employee. All staff positions must comply with the above processes.

5.7 Contract
The final authority for employment lies with CARE’s Country Director. This authority can be transferred to the designate as deemed appropriate.

Human Resources Department will issue all employees with employment contract prior to commencement of employment. The contract is only considered valid, after the employee in the presence of HR officer or designate has signed or put a thumbprint on it together with the sign off of CARE’s package of policies, which will be presented as an addendum on the contract.
Where an employee is illiterate or cannot understand the language in which the contract is written, or the provisions of the contract of service, the employer shall have the contract explained to the employee in a language that employee understands.

The employment contract will include the following information:
- The effective start date of contract and end date if any or applicable
- The salary and other benefits
- The supervisor of the position
- Location of assignment
- Hours of work
- Annual and sick leave days
- Termination notice
- Other relevant terms of employment.

A Job Description for the post and CARE’s package of policies shall be attached to the contract. Employees will be entitled to benefits, terms and conditions as specified in their employment contracts, which include those contained in this Human Resources Manual. Entitlement to any other benefits, terms and conditions other than those stated in this manual must be explicitly stated in the employee’s contract.

5.8 General Orientation
The general orientation for the employee will be coordinated by the HR Office and will include the following:

- Security information including personal precautionary measures one should take.
- Introduction to the employees in CARE and the CARE’s Structure
- Orienting the new employee to the office set-up, including workspace, use of equipment, and resources available to support employee
- Meetings with relevant departmental representatives
- Copies of CARE Strategic plan(s), purpose, principles and Core Values
- Details of special living conditions including further information on degree of hardship at post as initially summarized in the job advert.
- Relevant reading materials

A copy of the HR Manual will be shared with the new staff and are required to understand the contents of the manual. For employees who are not able to read and understand the manual, the HR office will ensure this is explained to the employee as necessary.

All employees undergoing orientation program are encouraged to be pro-active and check the orientation checklist to ensure they have covered the orientation list adequately and should get in touch with HR Office in case of problems.

5.9 Job-specific orientation
During the employee’s probationary period especially within the first month, the employee’s supervisor will provide a job-specific orientation. The orientation should include coverage of the following areas:
- Discussions and guidelines of job responsibilities
- Introduction to other team members, counterparts and partners
• Review of job-specific administration issues such as personnel management, project assets/budgets, vehicle regulations, levels of authority etc.
• Performance management requirements including assisting the new employee prepare probation goals and an Annual Performance Agreement and Assessment (APAA)

5.10 Employment Categories

5.10.1 Open ended
An open ended contract is a contract with no definite time limit. Employees whose roles are determined to be long term and core to the business of the organisation fall under this category. Most of CARE employees are on this type of contract

5.10.2 Fixed-term employment
An employee may be engaged for a specified period depending on the assignment or project duration to undertake specific roles and responsibilities. This means employment for a specified term or ascertainable period, for which the letter of appointment will specify the starting and finishing dates of that employment. Fixed terms contracts will be deemed to be contracts of over 6 months.

Employees on fixed-term employment should not be treated less favourably than employees on open ended contract doing the same, or largely the same, job.

5.10.3 Casual employment
This is a type of employment where a person, the terms of whose engagement provide for his payment at the end of each day and who is not engaged for a longer period than twenty-four hours at a time. CARE Somalia/Somaliland will not engage a casual employee for a period of more than one month.

5.10.4 Temporary/Short term employment
Temporary/Short term employees may be contracted from time to time. This type of contract may be for a minimum period of one (1) month and maximum of 3 months. The contract may be extended for a further period of not more than three (3) months. If the manager still requires the services of the employee after the end of the six months (initial three months and extended three months), then a vacancy should be declared for the job to be advertised and competitively filled.

Temporary/Short term contract may be terminated by either party giving written notice or salary in lieu of notice as specified in the contract.

Employees on one month and above shall be entitled to;

• Prorated Sick leave of 2.5 days with full pay & 2.5 days with half pay per month
• Medical insurance and Group Personal Accident (GPA)
• Pro-rata leave of 2.08 days for each completed month of service.

CARE shall give first priority to temporary/short term employees when seeking to fill vacancies for open ended employment, provided such temporary/short term employee meet all requirements for the vacant post and have a clean record.

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All temporary/short term employees shall be given a written, legally binding employment contract signed by both parties and detailing their obligations. Subsequent terms and conditions shall be communicated in writing to the employees.

Regardless of the employment category, competitive recruitment processes should be followed and well documented through the collaboration of the line manager and the HR office.

5.11 Personnel Records
Documents Submitted upon taking Employment with CARE
Successful candidates will complete and submit to Human Resources Department the following documents:
- Personal Data and Beneficiary form (see Annex 9.6)
- Medical Insurance enrolment forms
- Bank account details
- Emergency data form (RED Form) (see Annex 9.8)

A Reporting Document list (see Annex 9.7) will be sent to each new employee listing the documents that they will need to bring on their first day of employment. Each new employee is required to submit, on the first day of reporting for duty, the following documents to the Human Resources Office:
- Copy of personal details on passport (if applicable)
- Copy of National Identity card (where applicable)
- Copy of driver’s license (where applicable)
- 4 coloured passport sized photographs of self and 4 for each legal dependant
- Social Security membership (NSSF) card (where applicable)
- National Hospital Insurance (NHIF) card (where applicable)
- Copy of Personal Identification Number registration certificate (PIN) (where applicable)
- Identification of their dependants (e.g. marriage certificate, birth certificate, etc.)

5.12 Staff ID cards
On appointment all staff will be provided with a CARE identity (ID) card, which they should have in their possession at all times. The card is the property of CARE and must be returned upon termination of employment.

5.13 Staff Files
CARE Somalia/Somaliland shall maintain the following records concerning personnel in the personnel files of each employee:
- The employee’s initial application letter and CV or approved recruitment justification
- Passport size photograph,
- Copies of certificates if available (or certificate of experience for lower grades)
- Employment test / interview papers and summary.
- Application form
- Employee request form.
- A signed copy of contract of employment

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h) Personal Data and beneficiary nomination form
i) Originals of references received concerning the employee
j) Signed Job Description.
k) Copy of the passport if available.
l) Performance management related documents such as evaluations, personnel memos, letters of recommendations, reprimands, warnings, etc.
m) Proof of relationship of dependants (e.g. marriage certificate, birth certificate, etc.)

n) Checklist for documents on file

Personnel files are accessible only to authorized staff and shall be treated as confidential documents. Employees shall only have access to their personal file in the presence of a HR Department staff.

Wilful failure of personnel, who have been entrusted with the personnel file to maintain confidentiality, will result in disciplinary action being taken against them. All Personnel files for staff that have left the organization shall be archived for a minimum of 7 years.

5.14 Probationary Period
Once hired, staff must successfully complete a certain probation period before their employment is confirmed. All open ended contracts and any contract of twelve (12) months or more has a three-month probationary period with a possibility of being extended for another three months depending on performance. Any contract of less than 12 months has a two-month probation period with a possibility of being extended for another two months. Any contract of less than three months will have two (2) weeks of probation period with possibility of being extended for another two weeks.

During the probation period, either party may give 5 working days written notice to terminate the employment contract

A staff on probation shall be allowed if need be, to take any accrued type of leave days at the discretion of the supervisor. She/he is entitled to other benefits that go with their post except pension which is effective after confirmation.

The employee’s supervisor, through the Department/Program Head, must complete the Confirmation form (see Annex 9.9) and submit to Human Resources Department. The form should be submitted at least two weeks before the end of the probationary period.

On the basis of the evaluation, CARE may decide to confirm the employee, extend the probationary period or discharge the employee. The employee will be issued with a letter to confirm their employment position after the probationary period.

5.15 Unsatisfactory performance during probation

New employee’s probation may be extended (per limits above) if CARE Somalia/Somaliland recognised that serious performance deficiencies exist but are within the employee’s ability and desire to correct. This should be used sparingly and only where the supervisor sees evidence of sincere desire from the employee to address identified shortcomings. A letter extending employee's probation should be issued and copy filed in the personal file of the employee. Specific areas of improvement should be documented in the letter and a
performance review prepared at the end of the period. If the performance review is positive, the employee will be confirmed. If there are still serious performance gaps, the employee’s contract will be terminated.

During the extended probation period, either party may give 5 working days written notice to terminate the employment contract.

5.16 Exclusion to probation period
Temporary or casual employees who are confirmed into full term contract will not be put on probation. The same applies to staff who have separated and rehired within a period of six months or less to the same level position similar to the one held at the point of separation.

5.17 Cost of flight for new Regional hires (those hired by CARE Somalia/Somaliland to work in countries away from their home countries): CARE Somalia/Somaliland will provide one-way ticket (economy) for newly recruited Regional staff (employee only) when they report to work. The new employees will be expected to use the most direct route (expenses related to personal trips or vacation taken en route will not be reimbursed).

SECTION 6: HOURS OF WORK

6.1 Attendance
All employees are required to report for duty on time each official working day. Should it not be possible for the employee to be on time on any given working day, the employee should convey this information to their Supervisor as quickly as possible. In the absence of the Supervisor the information should be relayed to the HR Office. Any absence for more than half a working day will be considered as leave and should be documented through the HRMIS.

Habitual tardiness will be treated as leave and will be debited to the employees’ annual leave account. Should any employee report one hour late for duty for a total of three consecutive days or within the same week, the three hours will be treated as leave and will be debited to the annual leave account.

6.2 Standard working hours
6.2.1 Nairobi based Staff
The normal standard working hours are 8:00 a.m. to 4.45pm from Monday to Thursday and 8.00 a.m. to 3.00 p.m. on Fridays with lunch break from 13.00hrs to 14.00hrs. The standard full-time working day is defined as a period of 7¾ hours over a five-day.

6.2.2 Somalia/Somaliland based Staff
The normal standard working hours are 8.00 a.m. to 4.30pm from Sunday to Thursday, with lunch break. The standard full-time working day is defined as a period of 7½ hours over a five-day.

In case of a workshop or other CARE organized event where lunch is provided or the event starts late, office hours can be extended to compensate for the late start or the lunch break.
6.3 Flexi-time
This policy describes the entitlement of staff to use flexi-time. The flexi-scheme is intended to allow CARE Somalia/Somaliland staff to work at pre-arranged times that suit their individual circumstances whilst ensuring standards are maintained.

Within the limits of the working day, and outside the core time, staffs have the discretion to choose and/or vary their start and finish time. Flexi-time may only be taken in consultation and with the approval of the staff member’s supervisor. During core time all members of staff should be at work. These hours are from 9:00 a.m. to 1.00 p.m. and from 2:00 p.m. till 3.00 pm for Nairobi and 8:00 a.m. to 2.00 pm for Somalia/Somaliland.

The standard full-time working day is defined as a period of 7½ hours and 7½hrs over a five-day week in Nairobi and Somalia/Somaliland respectively, subject to the following limits:

<table>
<thead>
<tr>
<th>6.3.1 Nairobi based Staff</th>
<th>6.3.2 Somalia/Somaliland based Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earliest commencement time: 7.00am</td>
<td>Earliest commencement time: 7.00 am</td>
</tr>
<tr>
<td>Latest commencement time: 9.00am</td>
<td>Latest commencement time: 9.00 am</td>
</tr>
<tr>
<td>Earliest finish time: 3.45 pm</td>
<td>Earliest finish time: 3.45 pm</td>
</tr>
<tr>
<td>Latest finish time: 5.45 pm</td>
<td>Latest finish time: 5.45 pm</td>
</tr>
</tbody>
</table>

All employees shall agree with their standard working arrangement with their supervisor. Standard working hours may be agreed and can be based either on the individual’s working pattern or the department’s working pattern.

The flexi system is based on the understanding that it shall not reduce the efficiency of CARE's service. The details of the scheme may be changed if at any time the efficiency condition is not being met. The opportunity to participate in this scheme may be withdrawn by the supervisor from any member of staff if she or he has consistently not met the requirements of the scheme. Supervisors who are considering withdrawal of the scheme should consult the HR office in the first instance.

Any social obligation that has to be attended to by the employee during working hours, such as weddings & funerals, will be considered as absence from duty and shall be documented as Leave through the HRMIS. Such leave will be debited to the annual leave account of the employee. CARE official nominees participation to any of the social functions will not be deducted from annual leave, provided that the absence is approved by the HR.

6.4 Overtime (OT)
Staff may be requested to work overtime from time to time to ensure that deadlines are met.
Employees who work OT or outside the normal working hours/ days or on official holidays will not be entitled to cash payment but will instead be given time off in lieu (More on time off in Lieu can be found on clause 6.5).

For overtime worked on a normal working day, an employee's rest day or gazetted public holiday an employee shall be entitled to time off in Lieu equivalent to the extra overtime worked.

OT shall be at the discretion of the supervisor and subject to mutual agreement. Unless approved by the employee's supervisor, no employee will undertake OT.

OT shall be deemed to be the hours worked over and above the normal working hours

6.5 Time off in Lieu
For extra hours worked, time off in lieu will be given to staff. Time off, should be agreed in advance by the Line Manager and the time must be taken within four (4) weeks, following the additional time worked.

Nairobi based staff travelling / will have travelled to field offices in Somalia/Somaliland on a weekend or public holiday shall be entitled to one day off in lieu of that weekend or public holiday. This will also apply to Somalia/Somaliland based staff when they travel to Nairobi.

Staff who are entitled to R&R leave are not entitled to compensation for weekends or public holidays worked as this is included in their R&R.

6.6 Official Duties
Staff who travels outside their duty stations for official business will be paid Per Diem as per the per diem policy. This will require prior approval from the head of the unit.

6.7 Personnel Activity Report (PAR)
Each month ALL staffs are required to prepare a PAR in the HRMIS. The PAR shows their time distribution or time spent on different activities that relate to their jobs. The PAR’s must be approved by the respective supervisors. The submission date for the PAR's is the first working day of the following month.

6.8 Continued Employment with CARE
Employment may be continued subject to the following conditions:

a) The employee’s performance during the contract period being acceptable. This will be reviewed through written performance appraisal (s).

b) Continued need of the services of the employee in the position to which he / she has been assigned.

c) Continued funding to meet all expenses of the employee (salary, benefits, etc.) for the agreed extended employment.
If an employee has to be released from the organization, she/he will be given notice depending on the grade as follows:

<table>
<thead>
<tr>
<th>Notice Period</th>
<th>Salary grades</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two months written notification of their decision to separate from CARE</td>
<td>Job grade 4B to 6C</td>
</tr>
<tr>
<td>One month written notification of their decision to separate from CARE</td>
<td>Job grade 1B to 4A</td>
</tr>
</tbody>
</table>

**SECTION 7: PROMOTION POLICY**

All recommendations for promotion of Employees to take a higher level will be channeled through the annual performance appraisal process. The line manager will make the recommendation through the performance review form, which will further be reviewed by and approved by the Senior Management team. A promotion may involve the transfer of staffs to another position, department or work location and HR Office will assign the appropriate grade based on the increased job responsibilities indicated in the Job Description.

Other than recommendation for promotion through the Performance management process, opportunities for staff promotion may arise at the start of new projects. In this case the below process will be followed:

The job description of the new position will be developed and the position is evaluated and graded by the HR office.

An internal advert is placed and all qualified and interested candidates will be interviewed, the best suited candidate will be promoted.

The appropriate salary increment will be based on whichever of the following two amounts is higher:

a) The determined percent increment applied on the current basic salary at the time a decision to promote is taken. The determined percent increment will be based on the following:

<table>
<thead>
<tr>
<th>Position Grade</th>
<th>Determined percent increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>4B – 6C</td>
<td>15%</td>
</tr>
<tr>
<td>2C – 4A</td>
<td>20%</td>
</tr>
<tr>
<td>1B – 2B</td>
<td>25%</td>
</tr>
</tbody>
</table>

OR
b) Salary amount for step 1 of the higher grade assigned as a result of the promotion. In general, this would be applicable if the determined percent increment results in an amount less than the Step 1 salary of the higher grade.

For one to qualify for promotions the below guidelines must be carefully considered:

- Available internal positions are advertised internally first
- Staff to be considered must have completed the required probation period
- Individuals to be considered must have served at least 1 year in their current position.
- Candidates must satisfy the basic skills and qualifications as specified in the new job profile.
- Individuals to be considered must have a proven performance track record as referenced through previous and current

SECTION 8: TRANSFERS / REASSIGNMENT POLICY

8.1 Policy
CARE's primary obligation is to provide the most qualified person and coverage for the various assignments in the Country Office’s area of operation.

Staffs can be transferred from one project / department/location to another when and where necessary within the country office areas of operation. While in all cases staffs opinions will be strongly considered, CARE reserves the right to transfer or rotate staffs depending on the requirements of the organization.

CARE will give careful consideration to employee's personal and special needs such as serious health problems and children’s education problems, but when transferring or reassigning an employee, compliance is expected by the organization.

8.2 Procedure
Transfer of an employee can occur when an employee requests such transfer or when CARE feels the need to transfer the employee to another location.

In cases of an employee requesting for the transfer, the following procedures will apply:

a) The employee submits such a request in writing to their supervisors providing full details and an explanation as to why the transfer is required;

b) Upon review and depending on the availability of a similar position, created either through a vacancy or new position. The supervisor may recommend and approve the transfer in consultation with the Departmental Head;

c) If, however, the new location lies within the jurisdiction of another department, prior approval of the Head of the new department will have to be obtained before the transfer is regularized.

Once the above formalities have been regularized, the transferring office will ensure that documentation are completed through a letter, which shall include the following information:

a) The grade and the salary of the employee
b) The number of annual leave days available as on the date of transfer – provide a copy of the leave register of the employee.
c) The number of sick leave days available as on the date of transfer – provide a copy of the leave register of the employee.
d) Last day worked at the previous position.
e) Indicate any other information relevant to transfer.
f) Gratuity and bonus accruals

In cases where the transfer is at the request of CARE, the same procedure as indicated above is applicable. The only exception is that before the transfer is approved, the entire transfer situation must be discussed with the employee and the necessity for such a transfer explained to him/her.

All other terms and conditions are also discussed and confirmed in writing to employee in the form of a “Transfer Letter”.

Heads of departments will have no authority to transfer an employee from one department to another department, even if this is acceptable to the employee or the receiving unit head, unless it has been approved by the CD.

8.3 Lateral Transfers

A lateral transfer occurs if you move to a position within the same grade as your previous position and may or may not include a department change. Lateral transfers are often excellent career development opportunities that allow you to broaden your skill base and knowledge. Lateral transfers generally do not involve salary adjustments. All recommendations for lateral transfer should be properly justified to ensure fairness and transparency.

8.4 Payment of Gratuity, bonus and pension during staff transfers

The transfer of staff from one region (Nairobi, Puntland, Somaliland, South Central) to another will be affected by changing taxation requirements and for this reason the accrued gratuity, bonus and where applicable pension for that staff will be paid off to the staff and cleared from the accrual spreadsheets, when they transfer from one region to another. The same will apply in cases where staff transitions from the national or regional staff category to the international staff category.

Note: payment of the above benefits will not be done when the transfer is within a region/between two offices within the same region.

8.5 Entitlement

An employee, who is required by CARE to relocate outside his/her previous location town as a result of job re-assignment, will be entitled to a moving expenses allowance equivalent to 50% of one month’s basic salary. Where the movement is to CARE guesthouse facilities the staff will not be entitled to this allowance.

SECTION 9: ALLOWANCES
9.1 Acting Allowance
With the approval of the relevant SMT member, a supervisor may appoint an employee to fill a vacancy temporarily. The employee is said to be “acting” in the new position. The temporary vacancy may be at the same grade level as their current position or at a higher level than their current position. Acting positions often provide the employee with a developmental opportunity through “on-the-job-training”.

Acting positions are generally not for periods greater than one year. The vacancy may be due to turnover, medical or personal leave, or an extended absence from a department.

An employee who is acting for short periods in the absence of a supervisor (or other employee) generally does not perform one hundred percent of the duties of the assigned position and is therefore not compensated with a salary adjustment. If the employee is in an acting position for two months or more he/she will receive an “Acting allowance” backdated to the first day of the second month of his/her acting assignment. The level of acting allowance is 15% of the basic salary of the first step of the grade in which the position a staff is acting for. This also applies when a national or regional staff is acting for an international position (15% of the minimum of the grade in which the International position falls in as per the current CARE Somalia/ Somaliland Job grading structure. Any acting which qualifies for compensation must be formalized by an official letter from the HR department prior to the start of acting.

When the vacancy is filled or assignment is completed, the acting employee will return to his or her original position and salary level.

9.2 Transport Allowance
In Nairobi, the responsibility of getting to and from the office each day is that of the employee. In Somalia/ Somaliland due to security reasons and unreliable public transport, staff may be provided with group shuttle for both pick up and drop off. This arrangement may be withdrawn or changed any time depending on security considerations, funding and other factors.

9.3 Special Duties & Allowance
In special circumstances an employee may be appointed by the CD to undertake additional responsibilities in addition to their regular responsibilities.

Procedure
An employee will receive an appointment to undertake additional responsibilities, in writing from the Country Director, indicating the effective date and duration.

Responsibility allowance will be paid for any period of at least one month of continuous undertaking of additional responsibilities. Payment of the special allowance will be subject to the duration of the appointment and will stop as soon as the additional responsibilities end.

During such appointments, the employee will be entitled to a special allowance of up to and not exceeding 20% of basic pay.
SECTION 10: SALARY ADMINISTRATION

10.1 Definitions
Salary for all intents and purposes means the monthly salary indicated on the employee’s contract. Every employee will be paid a consolidated salary by the end of every month. The consolidated salary includes housing allowance where applicable. This does not include any allowances, bonuses or any other remuneration that may be paid to the employee.

CARE will provide salaries to staff according to the current salary grade structure. New employees will start at the first step/notch of the grade for which they qualify. However, experience, qualifications, skills and past salary history of the new employee will be considered before the salary is set by the HR Office. If a new employee is to be placed at a higher step/notch then approval needs to be obtained from the CD or designate.

The basic salary shall be used to compute daily remuneration, payment of gratuity, severance benefits, payment of unused annual leave and other payment that may be related to the salary.

10.2 Payroll Administration
HR unit shall prepare on monthly basis payroll which will include variance report which shall be reviewed by the finance and approved by the CD or his/her designate. The final approved payroll shall be forwarded to finance for payment. A copy of the approved payroll will be maintained in Human Resource.

Employees will be paid through direct deposit to bank accounts specified by each staff and issued with monthly payslips. Payslips will be posted on staff HRMIS accounts.

Payment of salary shall be made in Kenya Shillings (in Kenya) and US Dollars (in Somalia/Somaliland) unless otherwise authorized and expressed in writing by the Country Director.

10.3 Date of Payment
Each employee shall be paid by the last working day of each month.

10.4 Annual Salary Increases
All employees who have been with CARE Somalia/Somaliland for at least four months and have successfully completed their probationary period will be eligible to annual salary review at the beginning of the financial year, subject to availability of funds and continuation of the programs. Salary increases shall be accorded to an employee as determined by the following criteria:

a) Recommendation made through a formal performance appraisal
b) Reclassification of the employee’s status
c) Promotion
d) Job evaluation
e) Salary and benefit survey

Where an employee reaches the maximum point on the scale s/he will not automatically move to the next grade unless officially promoted to a higher position. All recommendations for salary increase will be discussed and approved by the SMT before it is implemented.
No increases are accorded to an employee if the employee has performed below the agreed and expected standards.

10.5 Salary Advances
Confirmed employees are entitled to one salary advance per fiscal year. The advance should not exceed one-month basic salary and the net take home after the deductions should not be below a third of the basic monthly salary. The employee requesting the advance must complete a Salary Advance Request form (see Annex 9.12).

All salary advances shall be paid back within a period of three (3) months. Recovery of the salary advance will be effected in the same month or the following month depending on the date the advance is granted based on the payroll processing date.

The HR Office shall be the first to approve all salary advances before forwarding to other levels.

Any other salary advance will only be made under exceptional circumstances, and with justifying reasons. The HR and the CD must approve any other salary advance.

10.6 Child Education Loan
The child-education loan is designed to assist staff pay school fees bills for their legal children.

The employee must complete a Child Education Loan Request form (see Annex 9.13) and enclose official documentation from the education institution stating the child’s name and details of the fee due. Disciplinary measures will be taken against any employee who submits fake/ forged supporting documents.

Salary and Child Education is an advance and should be repaid within three months or as per duration authorized by the Country Director.

10.7 Salary Deductions
CARE reserves the right to make deductions from the salary of an employee for the following reasons:

f) Income tax and other legally mandated salary deductions in accordance with government regulations (where applicable).

g) Any leave without pay taken.

h) Any leave taken in excess and beyond the employee’s entitlements.

i) Any outstanding advance made to the employee, which is reimbursable to CARE.

j) To defray the cost of any item/equipment that may be damaged, misplaced and/or lost and that is directly attributable to the negligence of the employee.

For the purposes of standardization, daily remuneration is determined as monthly salary divided by 21 working days in the month.

10.8 Cost of Living
Annually there will be a review to determine the effects of local market prices on the purchasing power of staff salaries. This may lead to a Cost of Living Adjustment (COLA). Whether awarded or not the annual review of COLA will be documented for future reference. The country office would also give due consideration to budgets and available funding to determine if COLA can be authorized; it shall not happen automatically. If authorized by the Country Director, COLA will be given in the form of a percentage.

10.9 Salary Scale
CARE’s salary scale showing current monthly salaries by grade is available in HR.

10.10 Salary Survey / Job Evaluation
CARE will conduct a salary & benefits survey and / or a job evaluation exercise every two years this will be subject to availability of funds.

This may lead to alteration of salary grade scales based on the recommendations or findings of the study. No changes to this salary structure shall be made without the explicit authorization of the Country Director.

10.11 Taxation
Employees are required to pay income tax applicable in their country and or in the country where they are based. Income tax on assessable salary, benefits, allowances, and terminal dues, if any, will be deducted from the employee’s paycheck monthly and are remitted by CARE to the appropriate authority.

In Kenya, all who are liable to pay income tax are required by law to file income tax returns and submit to the Kenya Revenue Authority (KRA) office. A P9 form provided by CARE details the month-to-month income and taxation within a calendar year. The P9 form is used to complete the individual tax returns form, which should reach the KRA office by June 30th of the following calendar year.

Remittance of statutory deductions (where applicable) will be made as provided for by the government bodies.

10.12 HELB
Higher Education Loans Board (HELB) provides loans to students who attend public and private universities in Kenya. Staffs are required by law to declare whether they were beneficiaries of the Higher education loan and provide this information to human resources for onward submission to the board. The board then institutes a mode of payroll deduction as per the HELB Act.

SECTION 11: PERFORMANCE MANAGEMENT

11.1 Policy
Performance Management is a system that focuses on organizing, mentoring, guiding and evaluating individual growth and development within an organizational framework.

CARE’s Performance Management operates on the basis of performance planning, feedback/coaching, and evaluation.

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11.2 Objectives
CARE’s Performance Management process is designed to:

a) Link the organization’s mission, strategy, priorities, and core values to individual performance and contributions.
b) Ensure that individual and work unit/team performance plans are aligned with CARE’s annual and strategic priorities
c) Articulate, clarify, and review performance expectations
d) Monitor progress toward the achievement of organizational, project/department teams, and individual objectives
e) Encourage continuous feedback and communication between employees and supervisors
f) Support employee growth and development
g) Provide basis for merit increases, job enrichment and job enlargement.

11.3 Performance Planning
Performance Planning is the process of establishing performance expectations and forms the foundation for CARE’s Performance Management process.

The employee and his/her supervisor will conduct a performance planning for a fiscal year within the last month of the preceding fiscal year or within the probationary period in case of a new employee). The purpose is to establish an action plan and frame of reference for setting performance expectations within the fiscal year to ensure that the employee efforts are directed towards organizational and department/project strategies and objectives.

11.4 Job Description (JD)

This is one of the performance planning tools and all employees are expected to have an up to date JD (see Annex 9.1). JD is a detailed and precise description of what a specific position entails. It includes the following:

a) Job identification – job title, incumbent’s name, department/project, location, supervisor’s name and title
b) Job summary – overview of general nature of the job: what is done, why it is done and how it is done.
c) Definition of responsibilities and details of tasks – essential functions of the job
d) Key contacts/relationships – relations with other in CARE and outside the organization.
e) This includes the positions under direct supervision
f) Levels of authority and autonomy – defines the limits of the position’s authority including decision-making limitations and accounting authority.
g) Required qualifications and competencies – education level, skills, knowledge, attitudes and expected behaviours.
h) Working conditions – specific conditions involved with the job such as living conditions and expected travel
i) Signatures – employee and supervisor’s signature to signify agreement.

11.5 Core competencies clusters
Our focus is on achieving results by multiplying our impact, invoking innovation and creativity in ourselves and others, managing in multicultural environments and having high standards for accountability. CARE’s core competencies (for full details please refer: http://som.ecsagateway.org/wp-content/uploads/2017/06/CARE-Competency-Model-

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Guide.pdf are mainstreamed in our performance management system. These core competencies are clustered as follows:

**Inspire and develop others:** works collaboratively to achieve mission and shared goals. Seeks and promotes diversity of people and perspectives. Can deliver effectively with or through others. Examples are building of effective teams, managing diversity, managing vision and purpose and innovation management.

**Impact Focus:** Takes personal responsibility and holds others accountable to deliver our mission. Is accountable to internal and external stakeholders. Ensures timeliness and appropriateness of response. Examples are customer focus, integrity & trust and drives results.

**Facilitate change:** actively engages and supports change. Can effectively cope with change. Can comfortably handle risk and uncertainty. Can anticipate future trends and consequences accurately. Examples are dealing with ambiguity, dealing with paradox, strategic agility, creativity and learning on the fly.

**Cross cultural adaptation:** effectively in cross cultural environments and is not judgemental about differences. Handles and is comfortable with diversity. Contextualizes CARE's work in the most effective way. Examples, cross cultural agility, cross cultural sensitivity, cross cultural resourcefulness. To help our employees measure their performance against each competency cluster, there are defined behaviours associated with each based on career levels.

Defined behaviours associated with career levels clarifies what’s expected at each level and provides visibility into what may be expected as an employee’s career progress.

The career levels that will be used throughout the CARE competency Model include:

<table>
<thead>
<tr>
<th>Individual Contributor</th>
<th>People/Process Manager</th>
<th>Organizational Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td>Those who contribute to projects, deliverables, or team goals</td>
<td>Managers &amp; supervisors who manage people, processes and/or projects</td>
<td>First-level or middle level leaders</td>
</tr>
<tr>
<td>Can be a senior-level professional</td>
<td>First-level or middle level leaders</td>
<td>Senior-level leaders</td>
</tr>
</tbody>
</table>

For further information refer to the CARE Competency model guide (see Annex 9.22).

**11.6 Annual Performance Agreement and Assessment (APAA)**

The APAA (see Annex 9.14) is a performance-planning tool, which defines specific short-range objectives that employees must accomplish within a Fiscal Year and identifies indicators that will be used to measure their achievement. The objectives must be aligned to their job description, country office Long Range Strategic Plan (LRSP), the Annual Operating
Plan (AOP) and where applicable unit level strategies/plans. The APAA should have the following:

a) **Goals** – what does the employee accomplish this performance period?

b) **Critical Activities** – how will the employee accomplish the objectives?

c) **Results/measures of success** – how will the employee know that he/she has succeeded in meeting the objectives?

d) **Target date** – when will the employee accomplish the objectives?

e) **Support required** - what financial, managerial, or collaborative resources does the employee require to accomplish the objectives?

f) **Signatures** – signature of the employee and supervisor.

All employees are expected to have their APAA’s completed and copies sent to Human Resource by June 30th of each Fiscal Year.

**11.7 Feedback and Coaching**

Feedback is an on-going performance monitoring process, which involves observation, communication and development of the employee. This is done through constant monitoring, guidance, dialogue and support.

Successful feedback helps clarify roles and responsibilities, builds confidence in areas where the employee has been successful, measure progress toward agreed-upon objective, define and handle problems proactively, revise performance plans, discuss required support and additional responsibilities.

Coaching is ongoing direct participation of the “manager” in the performance improvement or skill development of employees. Effective coaching strengthens communication, increases productivity, increases commitment and motivation, allows more effective delegation and minimizes surprises during performance reviews.

Informal conferences (dialogues) between employees and their supervisors should take place at least once in every three months, more often if necessary. During these discussions the goals and tasks, which were planned for the previous three-month period, will be reviewed and goals and tasks for the following three months will be refined, as necessary.

At any time during the year, the employee and his / her supervisor may concisely document significant problems and successes. Such documentation signed and dated by the employee and his / her supervisor, should be available in the employee’s confidential file.

**11.8 Performance Evaluation**

**11.8.1 Objective**

The purpose of a performance evaluation is to:

a) Discuss and give feedback on specific organizational, department/project and individual objectives

b) Give the employee feedback on his / her effectiveness in reaching objectives – on a qualitative and quantitative basis. The objectives should be agreed in advance between the employee and his / her supervisor.

c) Help the employee to understand how CARE perceives his / her performance and therefore enable the employee to take steps, where needed, for improvement.
d) Enable CARE to document an employee’s performance for current and future reference.

e) Give CARE a consistent basis for considering performance awards, promotion, or disciplinary action for an employee.

f) Serve as a measure of the effect of staff development and training programs undertaken by CARE.

11.8.2 Frequency

Performance reviews are ongoing, however, twice a year a formal review must be conducted and the discussions documented, Mid-Year Appraisal (MYA) and the Annual Performance Agreement and Assessment (APAA). The HR Officer is responsible for ensuring that the two formal performance reviews are accurate and timely.

11.8.3 Mid-Year Appraisal (MYA)

The MYA discussions between the supervisor and the supervisee should be held in the middle of the fiscal year (December or early January). The Six-month Performance form (see Annex 9.15a-d) is used for the MYA. The documentation should include review of the IOP, achievements within the period, areas that need improvement and supervisory support needed.

During MYA Multi-Rater feedback is sought by the line manager. Multirater feedback is a process for collecting feedback from an employee’s work circle. The process gathers anonymous feedback from peers, direct reports, other managers, customers (internal and external). This feedback can help both the employee and manager get a broader, fairer assessment of an employee’s performance and areas for improvement. The feedback received reflects multiple perspectives and interactions, providing a more holistic view of performance.

Multi-Rater surveys are aligned to CARE’s Competency Framework and all employees will be rated on the same set of competencies. This ensures consistency across the organization and streamlines the process.

The signed Six-month Performance forms must be sent to Human Resources Department by January 30th each year.

11.8.4 Annual Performance Agreement and Assessment (APAA)

The APAA is designed to assess the performance of an employee over a performance year (Fiscal year). It should analyze the employee’s achievement in relation to the JD, APAA and organizational as well as department/project objectives, develop future expectations and identify future support required.

All employees who have been with CARE Somalia/Somaliland for at least four months and have successfully completed their probationary period will be entitled to an annual performance appraisal. Completion of the APAA is the responsibility of both the immediate supervisor and the staff member and confidentiality must be maintained. The APAA should reflect the individual’s overall effectiveness in his/her implementation of annual planned objectives, JD responsibilities, adherence to CARE’s Core Values, relations with others, work behaviours and core competencies. The APAA should be based on results of the regular reviews during the fiscal year and should therefore not be based on a short period before the
appraisal period nor should the supervisor wait to “surprise” the supervisee at the end of the year.

The appraisal for each employee is to be prepared by his/her immediate supervisor. The appraisal should be discussed with the appraiser’s supervisor to ensure equity and that the evaluation is balanced, fair and complete.

The supervisor will then discuss the completed and final draft of the appraisal with the employee and the final evaluation should be signed by the supervisor, the employee and the appraiser’s supervisor prior to being submitted to the HR Office.

The HR Office will:
 a) Facilitate timely completion of the appraisals
 b) Ensure that appraisals contain all the required signatures and dates, and are otherwise complete.
 c) Formally recommend evaluation ratings and submit the appraisals to the Country Director for further review.

If there are no queries or concerns raised by the Country Director, the APAA will be submitted to Human Resources Department for appropriate implementation. All APAA’s must be submitted to Human Resources Department by July 31st.

All staff will be notified of the results of their APAA after completion of the same.

11.8.5 APAA Recommendations

As part of the performance appraisal, the supervisor will make one of the following rating recommendations:
 a) Significantly Exceeds Requirements (SER)
 b) Exceeds Requirements (ER)
 c) Fully Meets Requirements (FMR)
 d) Meets Most Requirements (MMR)
 e) Below Requirements (BR)

All overall ratings of SER, ER and BR will be presented by the head of the department to the SMT for review and endorsement before the implementation of the related merit award.

The consequences of Annual Performance Appraisal will vary depending on the overall rating and recommendations of the appraiser. When awarded, merit increases are intended to reward good performance. CARE Somalia/Somaliland will consider overall performance rating on the Annual Performance Agreement & Assessment (APAA), and the corresponding merit guidelines issued by the HR Department for that year. In making the annual merit guidelines the HR department will consider the organizational performance, organizational budgets and any other determining factors prevailing in that year.

All staff receiving an overall rating of “Below Requirements (BR)” will not receive any merit increment. An agreed action plan needs to be prepared and the staff’s performance reviewed after 3 months. The contract may be terminated on the grounds of poor performance if there is no improvement.

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Note: When awarded, merit increases are prorated for the time you have worked in your current position during the fiscal year.

Staffs who have reached the end of their job grade, and their jobs cannot be reclassified or responsibilities changed will receive a one-time payment equivalent to 65% of their monthly basic pay each financial year.

Merit increment must be approved by the Country Director or his / her designee. Staff should note that merit increment is not automatically given every end of fiscal year and therefore it should not be viewed as a right. The merit increments will be determined by the available funding and must be approved by the Country Director for every Fiscal Year.

11.8.6 Other occasions for performance appraisal include
a) Two weeks before the end of formal probation period
b) Before considering any promotion
c) Before considering any change of employment classification (including transfer)
d) Before considering any disciplinary action resulting in demotion or termination
e) At any time deemed necessary to give guidance to the employee

11.8.7 Disagreements with Appraisal (MYA and APAA)
When an employee disagrees with performance evaluation, he/she is encouraged to discuss this with the supervisor. If the employee is not satisfied with the discussions, he/she should discuss the concerns with the appraiser’s supervisor. If the matter is still not resolved, the employee is free to refer the matter to the Country Director.

If an employee believes that he/she has been subjected to discrimination, harassment or intimidation during the performance management process, he/she is encouraged to discuss the issue with the Human Resource.

11.8.8 Recommendations for staff changes
In addition to the recommendation for merit award, through the annual performance appraisal, All recommendations for staff promotions, staff learning, training and development opportunities, position regarding/reclassification and any other staff changes should be done through the annual performance appraisal

11.8.9 Service Awards
These are certificates and/or pins for employees who have served the organization for 5, 10, 15, 20, 25, 30, 40 years. CARE Somalia/Somaliland strongly believes in recognizing and honoring our staff’s years of service to the organization. Service is defined as the cumulative time spent working for CARE.

SECTION 12: STAFF LEARNING, TRAINING AND DEVELOPMENT

CARE International in Somalia/Somaliland fosters diversity and promote organizational learning. Working in collaboration with Programs and Program support Departments, the HR office will initiate, coordinate and implement learning and development programs.

CARE believes the fundamental aim of training is to help the Organization achieves its purpose by adding value to its key resource – the people it employs. Training means CARE Somalia/ Somaliland Human Resources Manual July 2017
investing in people to enable them to perform better and to empower them to make the best use of their natural abilities.

CARE is committed to invest in staff development initiatives, however, with the limited resources available, training opportunities have to be limited to those which have direct links with needs of programs priorities, and is informed through the performance reviews report. Therefore, it should not be considered as an entitlement or guarantee. Professional development initiatives will be subject to funding availability and necessary approvals. The SMT will set the cost allocation through an annual training budget. Employees should discuss their training and development needs with their supervisors for inclusion in the annual I training plan. The detailed Staff Learning, Training and development policy can be accessed on http://som.ecsagateway.org/wp-content/uploads/2017/06/CARE-Competency-Model-Guide.pdf

CARE’s staff learning will generally fall into three broad categories as outlined below:

12.1 Continuous On-the-Job Training/Mentorship
On-the-job training and mentorship is an integral part of CARE’s daily operations, and supervisors shall be responsible for the overall on the job training and mentorship of new employees. Such learning can be enhanced through the following developmental opportunities:
- On-the-job training, particularly in the specific skills required for the job
- Participation in action learning programs
- Cross-training assignments
- Temporary performance of higher duties
- Mentorship and coaching

12.2 Participation in Internal and External Training Programs
Internal training programs will be developed on consideration of the relevant skills required to strengthen professional capacity. Training programs will be geared towards developing the individual for future challenges and roles. CARE’s policy is to develop in house or provide access to short term training opportunities rather than long term external training. However, opportunities to participate in external training programs may be identified by the staff member or line manager.

12.3 Free, online learning opportunities exist through the care academy (http://careacademy.org/) The learning materials are designed to promote individualized learning as well as offer staff opportunity to undertake courses at their own pace. CARE academy provides access to learning courses such as leadership, management, finance and IT. In addition, a number of CARE specific modules have been developed. Staff are allowed to use their work time to complete the e-learning courses provided that it has been discussed with the immediate manager.

12.4 Subscription to Professional Body
To facilitate continuous professional development, networking and to keep CARE staff abreast of emerging trends in their professional areas, CARE shall pay annual subscription and membership renewal fee for employees in recognized professional bodies. The employee work within the organization must be in the same area of profession.
SECTION 13: DISCIPLINARY PROCEDURE

13.1 Policy
By accepting an appointment with CARE Somalia/ Somaliland, an employee shall thereby agree to work in a reasonable, loyal, disciplined, harmonious and productive manner, and to act in a fashion in line with CARE’s organizational values.

The employee agrees to abide by CARE’s rules and regulations as stated in this manual and in accordance with any other lawful, reasonable instructions, written or verbal, issued by authorized officers of CARE.

Any act of misconduct by an employee will be dealt with in accordance with the disciplinary guidelines stated below.

The following examples of misconduct are intended to provide illustrations of behaviour inconsistent with CARE’s principles and values. They do not constitute an all-inclusive list of misconduct.

Examples of Minor Misconduct

a) Absence from duty without showing proper cause or without reporting the absence in a timely manner.

b) Where it is noticed that an employee habitually reports late for duty and without a justified reason.

c) Attention to punctuality regarding official working hours.

d) Failure to repay or justify advances or loans from CARE within the stipulated time period.

e) Failure to carry out duties listed in the job description.

Examples of Major Misconduct

a) Fraud, submission of false claims, alteration of any document accounts belonging to CARE, misuse of CARE funds, equipment or materials.

b) Increasing the security risk to one’s life, the lives of others or CARE property by failing to observe security protocols.

c) Receiving a “substandard performance” rating (BR) in annual performance appraisal.

d) Giving or accepting anything of material value in the form of money, services, gifts, or discounts, including bribes and kickbacks from vendors or persons providing services/materials to the organization.

e) Engaging directly or indirectly in trade, commercial activity, other employment or any other activity deemed to be in conflict with CARE’s interest, without the written permission of the Country Director.

f) Unauthorized disclosure of confidential or classified information.

h) Sexual harassment.

i) Publication of CARE information or material without the expressed permission of the Country Director.

j) Misuse of CARE vehicles.

k) Insubordination.

l) Physical violence or threats of physical violence.

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l) Discrimination or harassment based on race, colour, clan, nationality, cast, creed, gender or age.
m) Gross negligence
n) Conviction of a criminal act or actions
o) Repeated or frequent commission of minor misconduct
p) Intentional damage to CARE property
q) Intoxication while on duty or while within CARE premises (under the influence of drugs, khat or alcohol).
r) Any action, which can result in, or create a situation detrimental to, CARE’s work or reputation.
s) Destruction of CARE’s property and falsifying records.
t) Misappropriation of funds, commodities, securities, supplies, project materials or any other assets.

13.2 Discipline Procedure
In case of an event or allegation of either minor or major misconduct, the immediate supervisor together with the Head of HR are responsible for immediate investigation as follows:

a) Depending upon the seriousness of the alleged action, inform the Program Support Director or the ACD- Programs immediately.
b) Obtain a written statement from the alleged offender
c) Record a written statement (supervisor’s account of the action).
d) Obtain witness accounts of the act or actions alleged to have occurred.
e) Inform the police if appropriate.

Written reports of the investigations done by the Head of HR should be submitted to the Program Support Director and Country Director with recommendations on the appropriate disciplinary action for approval.

An employee who is alleged to have committed an offense that does not constitute gross misconduct, will continue with normal duties as directed by the immediate supervisor and Head of HR, until such time when the alleged offense has been fully investigated and appropriate disciplinary measures are set forth.

Warnings will be administered as follows:

13.2.1 Verbal warnings
Verbal warning may be issued in cases of minor lapses in behaviour or performance or failure to comply with required standards. The purpose for this warning is to explain to the employee the way in which s/he is not complying with the expected standards and to assist him/her in complying with them in the future.

This warning should explain what is expected and other steps such as additional trainings to be undertaken where necessary. Verbal warnings will be administered by the supervisor or the line manager and copy of the minutes submitted to HR Department.

13.2.2 Written warnings
Where verbal warning has not resulted in improved behaviour or performance or in case of a gross misconduct, a written warning may be issued.
In such instances a disciplinary committee will be formed to investigate the alleged misconduct and provide a report to the management. Written warnings will be issued by the CD.

The following procedure will be followed:

**13.2.3 First written warning**
The employee will be called for a disciplinary interview by a committee which may include, HR representative, immediate supervisor, employee’s representative and Management representative. The nature of the problem will be discussed, solutions and guidelines agreed and a list of targets set for improvement within a period of three months. The meeting will be minuted and signed by the committee and the employee. The warning letter and the minutes of the meeting will be placed in the personnel file.

**13.2.4 Second written warning**
If there is no improvement in the employee’s performance or behaviour or another offence is committed a second warning letter will be issued. The procedure will be as in step 1 above.

A warning letter should contain the following:

a) Name of the alleged offender  
b) Date of the warning letter  
c) Specific statement of the offense, infraction or performance shortcoming  
d) Reference to the employee’s explanation  
e) Signature and designation of the person issuing the warning letter  
f) Signature of the employee acknowledging receipt

Warning letters should refer to previous warnings where applicable.

If an employee is alleged to have committed an offense which amounts to major misconduct, he/she should be given written notice of suspension by the Country Director as appropriate. The suspension period will be for a minimum of five working days without pay. The Country Director can extend this period. Investigation of the allegation of serious misconduct should follow the same format as above for minor infractions, except that disciplinary measures must be approved by the Country Director. It is normal procedure to terminate the employment of staff determined to have been involved in acts of gross negligence and/or serious misconduct.

CARE’s disciplinary warning system is basically as follows:
- Dismissal after two warning letters in a period of 24 months or less.
- Dismissal without warning in the case of gross negligence, or serious misconduct. Forfeiture of termination benefits can result in the case of termination for serious infractions of CARE policy or regulations.

**13.2.5 Appeal**
An employee will have the right to appeal in writing to the supervisor of his/her supervisor or Head of HR after a disciplinary action has been taken against him/her. This should be done within five (5) working days following the receipt of a written disciplinary action.
A written response to the appeal is to be provided to the employee within three (3) days after receipt of the appeal. If the employee is not satisfied with the response, the appeal can be presented in writing to the CD, within three (3) days of receiving the response.

The CD will review the case and make a final ruling which will be considered as the stand of CARE in the matter.

13.3 Grievance Procedure

It is the responsibility of supervisors and the HR office to assure that employees understand the CARE’s Grievance Procedure and that no reprisals will be taken against them for using the procedure. The Supervisor should also ensure that grievances are responded to within the prescribed time frame.

The steps to follow when dealing with grievances:

a) Employees are encouraged to first bring any grievance to the attention of the immediate supervisor or head of HR, in writing, within two days of receipt of a warning letter or occurrence of any other incident, which gives rise to a grievance. It is preferable that the grievance be settled between the immediate supervisor and the subordinate.

b) Upon receipt of an employee’s grievance letter, the supervisor/Head of HR should reply, in writing, within two working days.

c) Should the immediate supervisor be unable to resolve the grievance to the satisfaction of the employee, the employee should bring the grievance, in writing, to the attention of the Project Manager, department head or Head of Office, as appropriate, within five working days from the time of the immediate supervisor’s reply.

d) The Departmental Manager should respond to the employee’s appeal within five working days after receiving the notice from the employee.

e) If there is no resolution of a grievance through the above procedures, the employee should appeal his/her case, in writing, to the Country Director or his/her designee within five working days of receiving the decision of the Departmental Manager. The Country Director’s decision is considered final stand of CARE in the matter.

Given the different circumstances of work and placement of staff in different areas, it should be admitted that in certain cases it might be difficult to respect the timing defined in this structure. Therefore, it is suggested that in any disciplinary procedure time limits should be reviewed and agreed in each case. Wherever possible the time limits should follow those given above.

SECTION 14: BENEFITS

14.1 Medical and Other Insurance Benefits

Definitions:

- **Dependents**: For the purposes of the medical scheme, a dependent is defined as a spouse or legal (biological or legally adopted) child less than 21 years old.
- **Family unit**: Employee, spouse (one only) and up to four legal children less than 21 years old

Employees are required to give the details of the dependents to be included on the medical cover by filling the necessary Insurance enrolment forms when signing the employment
contract. The insurance Company will not settle any medical bills of persons not included on the Insurance enrolment form.

Any additions/deletions should be communicated to the HR office who will communicate in writing to the Insurance Company.

CARE has no obligation to cover any medical costs beyond entitlements prescribed in the current staff medical cover. However, if an employee has a special and justified request relating to exclusion or addition of a dependent on the insurance scheme, such requests will be considered on a case by case basis with approval of the CD.

14.1.1 Inpatient/Outpatient
Apart from the statutory contributions to the National Hospital Insurance Fund (NHIF), CARE Somalia/Somaliland provides an additional medical scheme for all employees. The scheme is administered by an Insurance Company and managed through an Insurance Broker. Either the Insurance Company or the Broker or both may change from year to year during renewals depending on previous performance.

Each staff member will be issued with a medical card for ease of identification.

The medical scheme cover for both inpatient and outpatient is limited to a family of five for the amount prescribed in the current staff medical cover. Staff can pay additional premium for extra family members from their salary.

14.1.2 Maternity
This is an insured scheme that provides for a prescribed limit per family per event. This scheme is governed by the insurance policy.

14.1.3 Group Life Benefits
Regular employees are entitled to Group life insurance benefits in case of death of a staff while in the employment of CARE.

The benefit payable is a maximum of 3 years of the employee’s basic salary, which is paid to the employee’s nominated beneficiary. In accordance with the policy and procedure of the insurance companies, employees will be required to undergo a medical examination in order to qualify for the maximum benefit as indicated here above. The medical examination is optional and those who choose not to undergo the examination will have their benefit remain within the free cover limit as prescribed in the current Group Life insurance scheme. It is the responsibility of the employee to find out the free cover limit and act accordingly.

The cover will be discontinued on separation regardless of the nature of separation.

14.1.4 Group Personal Accident Cover
Regular employees are entitled to Group Personal Accident (GPA) Insurance scheme. It is designed to compensate for partial or total disability. Staffs are insured against death or bodily injury that may result to permanent total disability, including riot, strike and malicious damages but excluding war, civil war, and kindred risks. The cover is for any accident occurring during or outside their work, 24 hours a day. GPA is intended to partially offset the loss of employee's income, which may result from disability or death.
The benefit payable is a maximum of 5 years of the employee’s basic salary, which is paid either to the employee or their nominated beneficiary.

The cover will be discontinued on separation regardless of the nature of separation.

14.1.5 Medical Insurance benefits at separation
In case of death or other separations other than dismissal, CARE Somalia shall cover staffs medical insurance as provided below depending on the nature of separation:

14.1.5.1 Redundant Staff

14.1.5.1.1 Outpatient and Inpatient
CARE shall continue to provide insurance coverage to its employees and their dependants who shall be on cover at the time of separation for a period of 3 months or to the expiry of the current cover whichever is shorter. This is to facilitate a smooth transition and does not mean that CARE has contractual responsibility with the employee.

Retrenched employees can request for continued insurance coverage at their own expenses and costs beyond the 3 months extension period provided that period falls within the current ongoing insurance cover. Retrenched staff whose 3 months period has lapsed within the current contract period will not be considered for an extended period even if they are willing to reimburse their costs. The cost of the cover will be deducted from the individual final dues or paid in cash.

The 3 months extended period of cover, will apply to staff and their dependants on cover at the time of separation, covered under the outsourced medical insurance scheme.

14.1.5.2 Death or disability of staff

14.1.5.2.1 Out- patient and inpatient
CARE Somalia/Somaliland will continue to provide insurance coverage to the employee’s dependants who shall be on cover at the time of the death for a period of three months after the contract termination date or until the expiry of the current insurance policy, whichever is shorter.

The same applies for staffs that have separated from CARE Somalia/Somaliland because of inability to work due to medical reasons or disability.

The 3 months extended period of cover, will apply to staff and their dependants on cover at the time of separation.

14.1.6 Voluntary resignation:

CARE Somalia/Somaliland will cease to provide outpatient and inpatient cover to staff who voluntarily resigns, from the effective date of separation.
14.2 Bonus

14.2.1 Nairobi based Staff
Each employee shall be entitled to taxable bonus equivalent to 25% of basic pay for Nairobi and that will be payable in December of every calendar year.

For employees who join CARE mid-way through the year, the allowance will be prorated for the period from the date of joining to the end of that calendar year. Employees who also leave CARE will be paid on a prorata basis for the last year of employment.

Prorated bonus will be computed using the following formula:

\[ \text{Gross Salary (Basic Salary+ COLA)} \times 25\% \times \text{Period worked in the CY} \]

14.2.2 Somalia/Somaliland based Staff
Each member shall be entitled to Idd Bonus equivalent to 50% of monthly basic salary paid in two installments of 25% each during Ramadhan and Eid.

For employees who join CARE mid-way through the year, the allowance will be prorated for the period from the date of joining to the end of that calendar year. Employees who also leave CARE will be paid the IDD Bonus on a prorata basis for the last year of employment.

Prorated bonus will be computed using the following formula:

\[ \text{Gross Salary (Basic Salary+ COLA)} \times 50\% \times \text{Period worked in the year} \]

14.3 Pension Scheme
Pension scheme is applicable for Nairobi based staff only.
A reputable Kenyan Company administers the fund with a fund investment managed by a large international financial institution based in Kenya and controlled by the Retirement Benefits Authority (RBA).

Payment of pension will be subject to taxation as per the presiding law at the time of the discharge of the pension payment. The Pension Scheme has a group of Trustees (comprising of staff members) who monitor the investments of the Pension Fund and report the progress to members at least once a year.

14.3.1 Entitlement
a) CARE will contribute 10% of basic salary for Grade 3A to 6C staff and 15% for Grade 1B to 2C staff to the pension fund for all pensionable employees.

b) Employees may contribute additional percentage of their salary as their individual contribution to the fund.

Upon accepting to work in CARE, pensionable employees are expected to sign a beneficiary form (see appendix) to facilitate settlement of the pension benefits. An employee ceases to be a member of the pension scheme on separating from CARE. A form for withdrawal from the scheme is sent to the administrators who discharge the employee’s pension check to the employee.
Withdrawal or transfer of funds is possible. However, this is governed by the Retirement Benefit Authority’s policies and process.

14.4 Guesthouse and Meals
Detailed policy guide on guesthouse and meals can be accessed on the Perdiem policy, http://som.ecsagateway.org/wp-content/uploads/2017/06/Perdiem-policy.pdf. Employees who are field based in work stations away from their home of record are entitled to meals and accommodation in a CARE guesthouse at their field workstation. CARE shall cover all guesthouse costs including rent, food, room cleaning and maintenance. Staff work station is defined in the job description and/or letter of appointment and this policy applies to all categories of staff, consultants and visitors who are on official duty in the field.

Staff who opts for their own accommodation out of the CARE guesthouse will not be reimbursed for any related expenses. They will however receive a food allowance to cater for meals foregone subject to approval by the CD. In such case where the CD approves the payment of food allowance, the prevailing daily guesthouse meals rate will be taken as the daily rate of food allowance. The following criteria must be met for employees to be eligible for food allowance:

- Employee does not stay in the guesthouse and does not benefit from meals provided.
- Reasons for not staying in the guesthouse are linked to social and family reasons.
- Nationality and/or origin of the employee making the request is of the country or ethnicity where he/she has opted to secure own accommodation, the purpose of which to mitigate potential security risk for CARE staff.
- Where the employee chooses not to leave in the guest house, he/she will sign a waiver that CARE will not be held accountable for his/her safety or the safety of his/her family.

14.5 Passports and Visas
CARE Somalia/Somaliland will pay all fees associated with passport renewals and/or acquisition, and will also pay for any fees associated with obtaining visas required for travel on CARE Somalia/Somaliland business.

SECTION 15: LEAVE ENTITLEMENT

CARE Somalia/Somaliland endeavours to ensure that an employee through the various types of leave maintains a proper work/life balance. Therefore, various types of leave entitlements are outlined in this manual. However, it should be understood that occasionally, leave may have to be rescheduled depending on work priorities. Line managers and budget holders are required to budget for coverage of staff whose absence on any of the below leaves may delay program implementation.

All types/forms of leave will run on CARE Somalia/Somaliland’s calendar year basis (1st January to 31st December).

15.1 Annual Leave
The annual leave will run on CARE Somalia/Somaliland’s calendar year basis. For employees who join CARE mid-way through the year, leave will be prorated for the period from the date of CARE Somalia/Somaliland Human Resources Manual July 2017
joining to the end of that calendar year. In the event an employee separates from CARE, leave for the last year will be prorated from the beginning of that Calendar year to the last working day.

All employees are expected to utilize their annual leave during each year. All employees who want to utilize their annual leave should make the leave Application through the HRMIS for approval by their respective supervisors prior to the commencement of leave. If sufficient notice is not provided, the application for leave may be rejected.

At times, CARE will have reasons to request the employee to reschedule the timing of leave due to organizational needs. If this is mutually agreed, such an agreement should be so stated in writing.

In some special circumstances, leave in advance of accrual may be approved and each request will be assessed individually by the relevant unit head. Leave in advance of accrual will be approved to a maximum of 5 leave days.

For Nairobi based staffs are required to take at least (2) two weeks of uninterrupted annual leave in each complete year as per the Employment Act.

15.1.1 Nairobi and Somalia/Somaliland based staff
There is a progressive increase in annual leave entitlements for staff depending on the number of years of service. The graduated scale is indicated below (effective July 2013):

- 0-5 years - 25 working days / year – 2.08 /month
- >5-10 years - 28 working days / year – 2.33 /month
- <10 years - 30 working days / year – 2.50 /month

Employees who are eligible for R & R benefit will only be eligible for 15 days of annual leave (1.25 days per month).

15.2 Annual Leave Carry-over
CARE recognizes that time away from work is an important component to your work-life balance, and encourages all employees to take all accrued days each year. However, there may be times when you are unable to do so, so CARE provides you with the ability to carry over a maximum of 10 annual leave days from one calendar year to the next. Any accrued days in excess of this amount will be forfeited at the end of each calendar year unless there is an exemption/approval by the Country Director.

15.3 Leave encashment
Only on separation from CARE, all the unused annual leave balance may be encashed. There will be no leave encashment for staff on continued employment with CARE.

The payment will be based on the following rate:

$$\text{Payment} = \frac{\text{# of unused leave days} \times \text{Basic pay}}{21}$$
Such benefit (cash compensation of unused annual leave) shall be paid to the employee along with his/her terminal benefits. The compensation will be paid less any statutory deductions recoverable at source from the employee’s earnings.

Annual leave taken in excess of the actual entitlement shall be treated as leave without pay. Leave days taken in excess cannot be combined with, or adjusted against sick leave days.

15.4 Flight costs for Regional staff on annual leave

CARE Somalia/Somaliland will provide round-trip airfare (economy class) to Regional staff when they are going on annual leave (once every financial year), via the most accessible in-country airport to the airport nearest to the employee home of record. Employees will be expected to travel by the most direct route and are encouraged to use EC flights where available. This is not a cash benefit and therefore not payable to employees in cash. Expenses related to personal trips or vacation taken en route will not be reimbursed. CARE Somalia/Somaliland will pay for the flight cost based on actual receipt/quotation and no perdiem is payable. The round-trip airfare is for employees only – dependants are not covered.

15.5 Sick Leave

15.5.1 Minor ailments or accidental
Each employee is entitled to 15 working days sick leave for minor ailments which may not require hospitalisation or long absence from work for each full year worked. Accumulated sick leave days for minor ailments over and above the 15 days annual entitlement will be deducted from annual leave, unless otherwise authorised by the Country Director.

15.5.2 Serious ailments or accidental
All employees are entitled to sick leave with full pay up to a maximum of sixty (60) days and thereafter to sick leave with half pay up to a maximum of thirty (30) days in any period of 12 months’ continuous service.

Subsequent sick leave days up to a maximum of 30 days after the second 30 days will be with no pay unless otherwise authorised by the Country Director. Continuous sick leave beyond the days prescribed here may lead to retirement on medical grounds.

The twelve continuous months of service shall be deemed to be on calendar basis.

For employees who join CARE mid-way through the year, sick leave will be prorated from the date of joining the organization.

Sick leave cannot be accumulated from year to year.

Employees utilizing sick leave must report the related illness to the CARE office within 24 hours of not reporting for work. Failure to report the illness will result in treatment of sick leave taken as unauthorized absence from work.
A medical certificate signed by an authorized Medical Practitioner must support sick leave of more than two days.

All days availed as sick leave shall be documented and approved in the prescribed Leave Application Form.

Any employee who is already on authorised annual or R&R leave must be hospitalised and a medical certificate produced in order to switch to sick leave entitlement as per existing policy in the contract of employment.

Encashment: No cash compensation will be paid to any employee in lieu of unused sick leave balance at the time of the employee’s separation from CARE. All unused sick leave is forfeited at the time of separation from the organization.

15.5 Illness while on leave

In the event of illness occurring while an employee is on annual leave or any other form of leave, the period of absence will continue to be regarded as the original leave for the full period of the illness, but if the illness extends beyond the expiry of leave being taken, sick leave will be granted if necessary from the end of the leave period.

15.6 Sick Child Leave

When an employee has a hospitalized child who is less than 10 years and there is need for him/her to stay with the sick child in hospital, then absence from duty will be charged to sick child leave up to a maximum of 5 days per annum.

The management reserves the right to request from the employee proof of having stayed in hospital with a sick child.

Any excess days for this purpose will be deducted from the employee’s annual leave entitlement.

If the employee has exhausted annual leave, he/she will be advised in writing that his/her excess days off will be charged to leave without pay.

15.7 Maternity Leave

- All female employees irrespective of length of service shall be entitled to a fully paid maternity leave of three (3) calendar months if based in Kenya and four (4) months in Somalia/Somaliland. In addition to the three calendar months leave, Kenya based staff is entitled to 2 hours nursing breaks per day for a period of 9 months. Somalia/Somaliland national staff is entitled to 1 hour nursing break per day for 12 months.

- Field-based staff (staff based in another country other than the country of their nationality) will be given an additional 45 working days on top of the three or four calendar months' maternity leave days to compensate them for the 2 hours nursing breaks. (The 9 months of 2 hours break translates to 45 days).

- In recognition of commercial airline restrictions on women traveling after seven months of pregnancy, CARE Somalia/Somaliland offers Field-based female staff (staff...
Based in another country other than the country of their nationality) the opportunity to leave their area of assignment prior to delivery and to work remotely until such time they are deemed unable to work by their doctors. Approval will be given by the unit head.

- An employee on probation is eligible for maternity leave; however, the period of maternity leave will not be counted as part of the probationary period.
- During maternity leave, the employee shall receive her full salary and benefits.
- After completion of paid maternity leave, a female employee can apply for up to a maximum of six months of unpaid maternity leave.
- The staff member shall be allowed reasonable time off for medical appointments before the birth of the child, and for post-natal care on resumption of duty. If you are pregnant you are entitled to paid time off to attend antenatal appointments. Any additional days off requested should be granted at the discretion of the Line Manager.
- An employee proceeding on maternity leave should make the leave application through the HRMIS to her immediate supervisor at least two (2) months prior to proceeding on leave.
- The employee is also required to inform CARE Somalia/Somaliland in writing of her intention to resume back to work after the maternity leave one month prior to the end of her maternity leave.
- Any maternity leave taken over and above the maternity leave entitlement will be debited to the annual leave account and if no balance is available, then to unpaid leave. Authority to extend the maternity leave must be sought from the department manager.
- The employee proceeding on maternity leave should submit a Leave Application Form, to her supervisor prior to proceeding on leave. This gives the organization time to make alternate arrangements for job responsibilities. The Department Manager or his/her designate must approve maternity leave requests.
- Maternity leave is on a per pregnancy basis and is not accruable.
- There will be no cash compensation for unused maternity leave.
- Maternity leave shall be taken in one continuous period and cannot be broken into different periods. For example, if the employee is unable to report for duty for any period of time during her 3rd or 4th month of pregnancy, such absence cannot be considered part of maternity leave entitlement. Rather, such absences must be treated as sick leave or annual leave.
- Any such leave resulting out of pregnancy shall be first treated as sick leave. Any leave in excess of available sick leave will be considered as annual leave or leave without pay.
- Once the leave is over, the field-based staff would be ready to resume duty in the field for the 6 weeks before taking R&R.
- Whenever an expectant female staff is to travel, she should get clearance from her Doctor.
- For normal pregnancies all female staffs are to cease travelling in the last 3 months of their pregnancy.
- For special cases, her travel should be discussed with her Supervisor/HR/GED Advisor. When staff insists on travelling especially in the last 3 months of her pregnancy, CARE would ask for a doctor’s clearance letter.
- For those who opt to break for breastfeeding, and probably come from far places, a nursing room may be provided where mothers can bring their babies along. This will depend upon availability of space in the office.
15.8 Breastfeeding in the Workplace

CARE Somalia/ Somaliland provides a workplace environment and organizational culture that supports breastfeeding in order to enable the mother and child to experience the full benefits of breastfeeding. CARE Somalia/Somaliland seeks to promote clean, comfortable, and private lactation rooms or spaces that are convenient for expressing or pumping breast milk or nursing, including access to a refrigerator and sink. Breastfeeding employees are allowed to take breaks to express breast milk, recognizing that a woman who is separated from her infant needs to express her milk at least three times within an eight/nine-hour work day. These breaks are considered part of the normal, paid workday and will not require employees to make up this time.

15.9 Infants in the Workplace

Employees may also bring their infants under six months of age to the workplace in order to breastfeed, while maintaining a conducive work environment that is not disruptive to others in the office and does not compromise other aspects of quality care for the infant.

15.10 Travel of breastfeeding mothers

15.10.1 In country travel

Mothers of breastfeeding babies up to 24 (twenty-four) months old are entitled to travel with a baby-sitter, at CARE’s expense, when traveling on CARE business outside their normal working area.

When the employee is traveling by road in CARE vehicle, CARE will provide transport for the baby-sitter in the same vehicle if space allows. If there is no space on the CARE vehicle, CARE will pay the costs of the baby-sitter’s travel by bus. Where there is no bus, CARE will pay the travel costs based on the minimum mode of transport available in the locality. If the employee is traveling by plane but within the country, arrangements shall be made that the baby-sitter travels by bus.

15.10.2 International travel

In case of international travels that would require an employee to travel with her baby and a baby-sitter, CARE will weigh the benefits to the organization against the costs, and in some cases the trip may be postponed or cancelled. Where such a trip is not postponed CARE may pay for the cost of long distance travel by a baby-sitter using modest transport means, or else pay for a baby-sitting service at the destination.

CARE will pay the cost of a double room at the hotel(s) designated, which will be shared by the mother, baby and the baby-sitter.

Per diem and meals: The baby-sitter will be entitled to half-rate of the per diems, which should be claimed by the employee (mother) on his/her behalf. The employee (mother) is also entitled to a full per diem in her case. In the case of a CARE sponsored workshop(s) where meals are provided, the baby-sitter may take meals along with workshop participants, at CARE’s expense. The per diem will thus be adjusted accordingly.
15.11 Paternity Leave
All male employees irrespective of length of service are entitled to ten (10) working days of paternity leave with full pay in order to take care of the new-born child and its mother.

Applications for paternity leave should be availed within two (2) weeks of the baby’s birth and should include copies of:

1) Proposed commencement date for the leave;
2) The National Identity Card/Passport of the applicant’s spouse (The name of the spouse should be the one appearing on CARE Somalia/ Somaliland Medical cover;
3) Birth notification form of the baby.

The Paternity Leave application must be approved by the supervisor prior to the employee proceeding on leave.

The leave must be taken in one tranche or spread out over a period of one year. The year will begin from the time of the birth of the baby.

Where the pregnancy is terminated other than by the birth of a living child and the employee has not commenced paternity leave, his entitlement to such leave still exist (to take care of the mother).

For avoidance of doubt, any employee with more than one spouse shall only be entitled to a maximum of 10 working days paternity leave annually.

15.12 Marriage Related Leave
All employees are entitled to marriage related leave (marriage of an employee) of three (3) working days. This leave is taken immediately after an employee weds. A marriage certificate will be used as support for request of this leave.

15.13 Compassionate Leave
All employees are entitled to compassionate leave. The Department Manager shall approve this leave only in the following cases:
- The death or serious, life threatening illness of a spouse or child – 10 working days
- Death or Serious, life threatening illness of a parent – 5 working days
- Death of an immediate relative - Father, Mother, parents-in Law, brother and sister – 5 working days

There is no carryover of unused compassionate leave days from year to year.

There is no cash compensation paid for unused emergency leave at the time of resignation / termination or at any time during employment.

The leave should NOT be offset from annual leave

15.14 Leave without Pay
a) Any leave taken by an employee in excess of that available will be treated as leave without pay.
b) Any absence from work beyond a two day period for which proper notification has not been given to CARE will be treated as unauthorized absence from work and, in effect, as leave without pay.

c) Any absence for which the employee did not obtain approval from the supervisor or for which a request for leave is denied will be considered as leave without pay.

15.15 Leave of Absence
Under exceptional circumstances such as continuation of education, short term training, compelling personal reasons etc., an employee can request leave of absence. The Country Director may approve leaves of absence up to a maximum of one year at any given time. During this period of leave of absence, the employee shall not be entitled to receive his / her salary and /or any other benefit normally due to CARE employees.

Under this special leave of absence, should the employee exceed his / her leave beyond the approved period, and without any intimation to the Country Director or designate within seven days after the expiration of the authorized leave period, the services of the employee shall be automatically terminated.

This special leave of absence is granted to the employee with the explicit understanding that the employee does not use this time to seek any other gainful employment while on leave. This, however, does not preclude the employee from receiving a stipend or scholarship from the institution where he / she is training. Should it be noticed that the employee has taken up other gainful employment during leave of absence; the services of the employee are liable to be terminated by CARE. The date of termination will be considered to be the first day of the authorized leave of absence.

There is no accrual of employee benefits, such as gratuity, leave etc for the period of leave of absence.

Due to the nature of CARE's funding and work, there is no guarantee of re-employment after leave of absence.

15.16 Rest and Recuperation (R& R)
Staff members that are hired by CARE Somalia to work in countries away from their home countries will be eligible for Rest & Recuperation (R&R). This entitlement is meant to give the employees who are forced to work away from their home country an opportunity to take a break from time to time and is dependent on where the staff family is based. If the family is based in the same country of record where the staff is based, he/she will not be entitled to R & R. Staff who will be entitled to R & R will have only 15 days of annual leave.

CARE will collect information about staff’s residences from them to decide on the eligibility of the R&R. This information provided by staffs would be subject to investigations by HR department and any incorrect information provided by staffs would lead to disciplinary action. Staffs that qualify for R & R will earn a day for each week spent in the field plus two travel days. The two travel days (one day to travel from the field and one day to travel back to the field) are also considered workdays and must be treated by the employee as such. The minimum stay in the field location will be six weeks and a maximum of eight weeks. However, due to work demand, staff may stay beyond the maximum period subject to prior written authorization by the supervisor. R & R days earned should be taken
immediately as they fall due and where due to work demands an employee is not able to immediately proceed on R & R, he/she should ensure to proceed within 30 days failure to which R & R days will be forfeited. Nairobi will be the preferred R & R destination.

The use of EC flight where available is encouraged. CARE approved airlines will be observed. CARE will where possible, meet the costs of road or air travel as well as facilitate the travel to and from the field to Nairobi for staffs travelling on R & R. The use of CARE approved airlines and destinations will be observed. In exceptional circumstances due to security reasons or other reasons beyond the control of CARE, such facilitation of travel or meeting the cost of travel will not happen and staffs will be informed accordingly.

If a staff member is required to spend time in Nairobi and surrounding or areas not classified as remote location for work reasons e.g. for workshops, this period is not included in the calculation of time spent in a remote location for the purposes of R & R entitlements.

For example: If a staff member spends three weeks in the field and then spends 1 week in Nairobi for a workshop or work requirements and then returns to his/her field station for two weeks. The employee’s internal R & R entitlement after this period is calculated on a 5-week basis for time spent in remote field location i.e. five weeks or five days R & R

No per diem or travel costs associated with taking R&R will be paid by CARE Somalia/Somaliland.

15.17 Study Leave
All employees are entitled to ten (10) working days of study leave annually at the discretion of the supervisor to prepare for their examinations. Employee has to seek the approval of his/her supervisor prior to one month before this leave request to plan accordingly.

Under exceptional circumstances, an employee can request study leave of more than ten (10) working days but it has to be approved by the Country Director.

Should an employee enrol for an evening class she/he can request from his/her supervisor to leave work early to attend classes.

15.18 CARE Holidays
CARE usually observes a maximum of 15 official holidays per calendar year. These include the national holidays plus any others that are approved, as comprising part of the maximum days allowed per year, by the Country Director. In Somalia/ Somaliland the maximum official holidays are thirteen days (13) plus two days compensated by working less hours during Ramadhan.

In certain cases, where an official holiday falls on a non-working day, the Country Director will, at his / her discretion, approve the holiday on the next working day, subject to the condition that the total number of such holidays do not exceed a total of 15 working days each year.

CARE will issue the approved holiday list during or before January of each year.

An employee is only entitled to public holidays applicable where they are based.

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In addition to the above, should the Government declare any additional days during the course of the year as compulsory holidays for all government offices, CARE will respect such days as holidays and these will be in addition to those authorized.

SECTION 16: HEALTH, SAFETY AND SECURITY

16.1 Policy Statement
CARE Somalia/Somaliland is committed to providing and maintaining a safe work environment for the health, safety and welfare of its staff. All employees must also exercise personal responsibility to take reasonable care for their health, safety and security and that of their colleagues.

CARE Somalia/ Somaliland shall:
- develop and maintain safe systems of work, and a safe working environment
- provide information and training at all levels in the organization to enable all employees to support this policy
- Organize for risk assessment prior to engaging in new areas of operation (including office and guest house) etc.

All persons who are responsible for the work activities of other employees shall be held accountable for:
- Identifying practices and conditions which could injure employees.
- Implementing steps to control such situations
- If unable to control such practices and conditions, reporting these to their Supervisors or Security Advisor.

CARE Somalia/ Somaliland demands a positive attitude and performance with respect to health, safety and the environment by all employees, irrespective of their position.

16.2 First Aid

In the event of an accident within the CARE premises (including CARE guest house), a First Aid box can be found in Administration department in each sub office. The respective office should liaise with the HR or the Head of Office to ensure that the First Aid Box is appropriately stocked at all times.

All incidents involving injury must be reported to HR or Head of Office, who are responsible for keeping full and accurate records and for investigating the incident as soon as possible.

16.3 Fire and Emergency

Fire extinguishers are available in accessible places throughout CARE Somalia/Somaliland offices and CARE Guest Houses. They will be inspected every year to ensure that they are in good condition. All employees should ensure that they know how to use them and on what fires the extinguishers should be applied.

All employees should also familiarize themselves with all escape routes so that in the event of an emergency they are able to exit to safety. All the fire escape routes are clearly labeled.
Employees must leave their desks immediately, without stopping to clear papers or to collect personal belongings. Exit from the building should be via the closest exit route. All employees will then be expected to meet at the fire assembly point for head counting.

16.4 Fire Drills

Fire drills will be conducted annually to test CARE Somalia/ Somaliland preparedness in the event of an emergency. Fire alarm will also be tested periodically. Notice will be given before such testing takes place.

16.5 Security

The main gate to the CARE’s premises (offices and guest house) will be manned at all times by the assigned Security Firm or CARE’s Security Guards.

For security purposes, each staff member will be provided with a swipe card (in Nairobi). Loss of the swipe card should be reported immediately to HR Office. The swipe card is the property of the CARE and as such must be returned when the employee leaves the employment.

16.6 Substance abuse in the Workplace

a) CARE is committed to protecting the safety, health and well-being of our employees and recognizes that abuse of alcohol and other drugs compromises this dedication. Therefore possessing, using, consuming, purchasing, distributing, manufacturing, dispensing or selling alcohol or controlled substances or any other contraband item within CARE premises without medical authorization is strictly prohibited.

b) Employees are prohibited from working while intoxicated. If one believes that another employee is intoxicated at work or during a social event, they should report this to the staff member in charge or their supervisor so that appropriate steps may be taken.

c) Alcohol may be served at CARE-sponsored social events with the consent of the Country Director or his/her designate. Employees are expected to act responsibly at all such gatherings, and should not drive while under the influence of alcohol.

d) Employees are prohibited from driving CARE vehicles or their own vehicles while on CARE business, or operating machinery or other equipment, while under the influence of a controlled substance or prescription drugs that may cause drowsiness, or otherwise impair their ability to drive safely. To do so may be grounds for dismissal.

e) Violation of any of these prohibitions may result in disciplinary action up to and including termination of employment.

16.7 Protective Clothing

CARE Somalia/ Somaliland will make every reasonable effort to provide safe and healthy conditions of work for all employees and will provide employees with any necessary protective clothing or equipment.

Non-compliance to wearing protective clothing may lead to disciplinary measures.
SECTION 17: SEPARATION FROM THE ORGANIZATION

17.1 Resignation
The resignation of employment is at the discretion of the employee. An employee wishing to separate from CARE will provide a signed resignation letter or an email, stating the reasons for resignation and the effective date. However, an email resignation is subject to confirmation by the supervisor that the employee did submit the resignation, with copies to the HR department.

An employee is required to give a written notice of intention to resign from the organization as follows:

<table>
<thead>
<tr>
<th>Notice Period</th>
<th>Job grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two months written notification of their decision to separate from CARE</td>
<td>4B to 6C</td>
</tr>
<tr>
<td>One month written notification of their decision to separate from CARE</td>
<td>1B to 4A</td>
</tr>
</tbody>
</table>

Failure by an employee to provide the above stipulated written notification will result in the employee forfeiting their salary for the equivalent number of days. Employees who resign with the proper written notification as explained above will be entitled to all accrued benefits as will be applicable.

Leave may be approved when one has given notice of separation. The line manager will consider the state of program activities and the need for ample time to handover before any leave application during the notice period is approved.

The employee’s decision to resign will be considered final by the organization unless the employee is under investigation for minor or major misconduct in which case the Country Director may decide not to accept the resignation. The Director will confirm acceptance of resignation in writing once the decision has been made. Refer to sub clause (15.10.1) on benefit applicable to employees who have resigned from CARE.

17.2 Termination of Employment
Termination of employment occurs for a variety of reasons such as poor work performance, unavailability of funds to continue the program, elimination of positions, death, etc.

The official termination date is the last working day unless otherwise stipulated.

CARE reserves the right to terminate the contract of the employee for cause (including but not limited to, neglect of duty, misappropriation of assets, involvement in any major misconduct, conflict of interest and poor performance) at any time before the expiration of the contract period.
Unless one is on probation, has been summarily dismissed or it is otherwise specified in their employment contract an employee will be given notice as per clause (15.1) of this Section.

CARE reserves the right to terminate the contract and pay the employee an equivalent salary in lieu of notice.

In cases of termination due to gross misconduct, CARE may terminate the contract without giving notice.

17.3 Other Grounds for Termination

17.3.1 Closure of CARE Operations
In the case of closure of programs, the employment of all staff will be terminated. Notice of such termination, will be given as per clause 15.1 of this manual.

17.3.2 Elimination of positions
Employment may be terminated as a result of the elimination of a position. The affected staff will be given notice as provided in clause 15.1 of this manual.

17.3.3 Major Misconduct
Where an employee commits a major misconduct, CARE is entitled to dismiss him/her without any notice. In the case of summary dismissal, CARE will not pay any notice period but other accrued benefits will be paid.

17.3.4 Probationary Period
During the probationary period, the services of an employee may be terminated by either party giving five (5) working days written notice. The services of a casual employee may be terminated without prior notice.

17.3.5 Poor Performance
The contract of an employee may be terminated if his/her performance is consistently below standard. This will include, but is not limited to, receiving a Below Requirement (BR) in APAA rating two consecutive years.

17.3.6 Death
The contract termination of a deceased employee will be effective from the date of the death. Any benefits payable will be made to the beneficiaries as stated in the Employee Beneficiaries Form.

17.3.7 Retirement
The retirement age of CARE shall be upon an employee attaining the age of 65 years. The procedure for resignation will apply. In exceptional circumstances where an employee exceeds the maximum age limit, but CARE still finds his/her services valuable, the contract may be extended for a fixed term period subject to approval by the CD.

17.3.8 Retirement on medical grounds
An employee may retire or be retired prematurely on grounds of ill health at the behest of the Organization or the employee him / herself on the basis of a doctor’s medical report attesting to such infirmity of body or mind as to render the employee unable to perform his

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duties effectively and recommending termination of employment. In the event of dispute of the medical report the organization may seek a second medical opinion from one or two other medical practitioners singly or jointly whose opinion shall be final.

Termination on medical grounds may also be as a result of continuous sick leave beyond the acceptable days as prescribed in clause 14.4.2.

Employees who have retired on medical grounds will be paid apart from all their other dues prescribed in clause (15.10.1), a medical discharge benefit equivalent to 3 months’ basic salary.

CARE may also continue to support the staff with continued medical benefit for the period remaining to the next payment of insurance payment.

17.3.9 Redundancy
Employees may be made redundant by the Country Director due to a programme reduction, or if the position becomes redundant due to official structural realignment. Refer to sub clause (15.10.2) on benefit applicable to employees who have been declared redundant.

17.3.10 End of Contract
Those employees governed by CARE’s Terms of Contract may separate from employment with the organization if either party does not wish to renew the contract at the end of the contract period. Either party should give one month’s written notice of the intention not to renew the contract.

17.4 Clearance Checklist
The Employee Separation Clearance form (see Annex 9.17) is a checklist filled by various departments indicating that the separating staff has returned assets, accounted for advances and completed all handover procedures. This checklist must be completed before final payment is made.

17.5 Exit Interview
CARE Somalia/Somaliland values staff feedback on their work experience at CARE. The feedback is shared with the Senior Management to enable the organization focus on appropriately improving the work environment and work experience for CARE Somalia/ Somaliland employees. Thus, after receiving a notice of separation, HR will issue you with an Exit Interview Questionnaire (see Annex 9.18). Your participation in this process is voluntary and appreciated.

17.6 Termination Benefits
An employee who separates from the organization will be entitled to termination benefits applicable to his/her terms of service.

These benefits are:
- a) Days worked
- b) Any outstanding bonuses / allowances
- c) Any outstanding annual leave
d) Gratuity Pay
e) Any outstanding amounts in lieu of notice period
f) Certificate of Service

17.7 Staff Farewell/Gift
Farewell and cost of gifts for outgoing staff will be based on the length of service and not position.

Depending on funds availability, CARE may organize a joint farewell party for staff who has been with the mission for 1 or more. This may be combined with social events.

Guide for staff gift is based on the following:

17.8 Length of service  Cost of gift
• 1 – 2 years  $ 50
• 2 – 4 years  $ 100
• 4 – 10 years  $ 150
• Over 10 years  $ 200

The expenses will be charged to respective projects/budgets.

17.9 Certificate of Service
An employee who for any reason separates from CARE will be entitled to a certificate of service.

The certificate of service should contain the following information:

(a) the name of the employer and his postal address;
(b) the name of the employee;
(c) the date when employment of the employee commenced;
(d) the nature and usual place of employment of the employee;
(e) the date when the employment of the employee ceased; and
(f) such other particulars as may be prescribed.

The certificate of service will be issued to an employee who has served CARE for a period of one month and above.

CARE Somalia/ Somaliland is not bound to give to an employee a testimonial, reference or certificate relating to the character or performance of an employee.

17.10 Gratuity & Severance Benefits
Gratuity and severance benefits are applicable to Care Somalia/Somaliland staff that separate from the organization. While the below paragraphs explain the differences in definition and ways of calculation between the Gratuity & Severance benefits, they also provide and approve the same method of calculation in either case.
17.10.1 Gratuity
Gratuity is defined as money that a staff is eligible to, upon natural termination of his/her contract (except on cases of gross misconduct or where CARE has initiated the separation – like redundancy). However, in case of redundancy, the same benefit (gratuity) shall apply but will be packaged as a ‘severance’ benefit for the purpose of complying with law. Gratuity is a CARE own designated benefit based on the length of service with CARE. It is calculated based on 1 month basic salary per completed year of service, and based on the last basic salary earned at the end of each respective fiscal year.

Staff that leave CARE before the end of their contracts would be paid (or in the case of death, his/her nominated beneficiary) gratuity.

NB:
- No Gratuity benefit is payable if the employee’s contract is terminated due to gross misconduct
- Benefits will only be paid once a staff member has properly cleared from CARE.
- Gratuity benefit will be paid on prorate basis calculation should a staff leaves before completing a full year. Gratuity benefit will only be paid if an employee works for a minimum of 6 months.

17.10.2 Severance
Severance is a Kenya legal compensation paid to an employee who loses his/her job due to situations beyond CARE or his/her control. In other words, staffs who loss their jobs due to a "Force Majeure" situation such as significant restructuring of the CO leading to job eliminations or reductions of workforce, sudden stop of donors’ funds, government order to close certain activities or offices, CARE inability to operate in some areas due to threats to staff safety and security etc. In any of the above cases, the Country Director will make the determination to stop the projects/program activities. Staff will then be qualified as redundant.

Severance benefit is calculated based on 1-month basic salary per completed year of service, and based on the staff’s last basic salary. Severance benefit will be paid on prorata basis of calculation should a staff leaves before completing a full year.

The employee to be declared redundant will be given a notice period as follows;

<table>
<thead>
<tr>
<th>Notice Period</th>
<th>Job grading</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two months written notification of their decision to separate from CARE</td>
<td>4B to 6C</td>
</tr>
<tr>
<td>One month written notification of their decision to separate from CARE</td>
<td>1B to 4A</td>
</tr>
</tbody>
</table>

When a person is declared redundant in Kenya, the Labour Office shall be notified of the reasons for, and the extent of, the intended redundancy.

When an employee qualifies for redundancy, the amount payable shall be against the accruals made for that employee. Any amount that cannot be charged to the accruals made...
from the current or previous project(s) shall be charged to unrestricted. Any annual leave due to any employee who is declared redundant shall be paid off in cash net of the appropriate Income Tax.

**NB:**
- Staffs who are recruited to work on a specific project will not be qualified as redundant when their contracts or when their projects or grants come to a natural end.
- Staffs who resign do not also qualify for severance pay.

Consequently, depending on the case that actually affects each staff, the relevant CARE administrative letters will reflect the appropriate description of the amount payable, whether Gratuity or Severance Pay.

17.10.3 Financing
To fund the Gratuity benefit, CARE shall accrue 8.33 per cent (8.33%) of an employee’s monthly basic salary for each full month worked.

For staff whose annual salary changes within the year by more than 15% the average monthly salary for each respective year will be used to compute the gratuity. For changes below 15% the salary earned at the end of each respective year will be used.

**Payment of benefits for staff on transfer**

The transfer of staff from one region (Nairobi, Somaliland, Puntland and South Central) to another will be affected by changing taxation requirements and for this reason the accrued gratuity, bonus and where applicable pension for that staff will be paid off to the staff and cleared from the accrual spreadsheets, when they transfer from one region to another. The same will apply in cases where staff transitions from the national or regional staff category to the international staff category.

**Note:** payment of the above benefits will not be done when the transfer is within a region/between two offices within the same region.

17.10.4 Date of application
Gratuity benefits up to June 2007 have already been paid to staff. Therefore, the calculation of the number of months worked for this policy commences from 1st July 2007.

Gratuity and Severance benefit are not payable if the employee’s contract is terminated due to gross misconduct.

17.11 Repatriation of Regional Staff when separating from CARE Somalia/Somaliland
Regional staff separating from CARE whether the staff separates voluntarily or involuntarily, will have their travel facilitated to the airport nearest to their home of record. CARE Somalia/ Somaliland will provide one-way ticket (economy) for Regional staff (those hired by CARE to work in countries away from their home countries).
SECTION 18: FUNERAL POLICY

18.1 Death of an employee
The following shall apply in the event that a member of staff dies while in employment. CARE shall;
(i) Contribute up to a maximum of Kshs 50,000 or 500 USD to assist in funeral arrangements
(ii) Separately from the Kshs 50,000 or 500 USD, CARE shall provide land transportation of the body to the burial site within East Africa region.
(iii) CARE shall provide land transport to the immediate family members to attend the burial of the deceased from the mortuary to the burial site where applicable.

The immediate family members are the designated spouse and the children.

18.2 Staff attendance and representation
CARE shall provide land transport to staff that wish to attend the burial subject to availability of CARE’s vehicles. The management will designate one staff member to represent the organization. The designated representative will qualify for per diem. Driver(s), if required, shall also qualify for per diem. The affected Project/Department will meet the cost.

18.3 Post mortem examination
CARE shall meet the cost of conducting the post mortem examination for a deceased staff member, if the family so wishes. However, the Human Resources Department will advise the family on the importance of having a post mortem carried out.

18.4 Funeral day
If the funeral day falls on a working day, staff attending and are not the one nominated by the organisation, may be allowed to take their annual leave with prior approval, taking the office needs into consideration.

18.5 Death of Spouse or a legal child
The following shall apply in the event that a member of staff loses a dependant. CARE shall contribute up to a maximum of Kshs 50,000 or 500 USD, to assist in funeral arrangements. Subject to the availability of vehicles, CARE shall provide up to a maximum of two vehicles to the burial site within Kenya or Somalia. Compassionate leave of ten (10) working days to the bereaved staff member will be allowed.

18.6 Death of a relative
For the purpose of this policy, CARE defines relatives as Father, Mother, parents-in Law, brother and sister. Subject to availability of transport, CARE shall provide up to a maximum of two (2) vehicles to staff members who wish to attend the funeral. CARE shall grant five (5) working days compassionate leave to the bereaved staff member.