

2021

HR MAUVAL POLICY



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1. INTRODUCTION

The Justice for Equality Afghanistan Organization (JEO)'s – HR Manual sets forth the policies and procedures related to Employees of JEO's in Afghanistan. It is developed to provide you with an information resource for common questions and concerns.

The HR Manual is intended as a:

- Reference document regarding benefits for and professional conduct of Employees; and
- Basis for establishing policies and procedures in the administration of Employees.
- Resource document for the training of staff;

Executive Director (ED) is responsible for ensuring that Employees receive the HR manual at the time they sign their employment agreement.

The policies stated in this manual are subject to change at any time at the sole discretion of JEO. From time to time, you may receive updated information regarding any changes in policy. This manual supersedes all previous versions of policies. The contents of this manual are not intended to create a contract or agreement between JEO and you.

This manual was written in accordance with all grant provisions, and JEO's internal policies and procedures and, at all times, respects the laws of the country and government. The policies and procedures established in this manual will apply to all full-time staff based in Afghanistan.

1.1 IMPLEMENTATION

The Executive Director (ED) is responsible for ensuring implementation of this policy, which includes managing the administration and development of personnel systems, establishing and entering into employment agreements with Employees, holding training sessions for new employees, and conducting annual performance evaluations. The Executive Director (ED) may designate a Human Resource (HR) Representative as the primary contact for human resources issues. The hiring and termination of Employee staff will be made by the Executive Director (ED), in consultation with the HR Representative relevant supervisor and senior staff of the JEO.

1.2 PRODUCTIVE WORK ENVIRONMENT

The Executive Director (ED) will establish a work environment that promotes mutual respect among staff, partners and beneficiaries. JEO is committed to providing an environment that is free from the threat of physical harm and verbal abuse. In that regard, JEO offices will serve as work environments that ensure the health and safety of staff in regard to the design of and operations within the physical environment.

In addition, each employee, particularly Executive Director (ED) and other managers, has a responsibility to keep the workplace free from any form of harassment including, but not limited to, harassment based on race, national origin, religion, color, disability, gender, age or sexual orientation.

2. RECRUITMENT AND EMPLOYMENT

JEAO is an equal opportunity employer. An offer of employment will be made to the candidate possessing the best combination of education, work experience, and other relevant skills.

Job descriptions are developed for each position based on the requirements outlined in the client agreement. If the level of responsibility changes as the result of a restructuring or other project change, a new job description is written to reflect the change in responsibilities and possible subsequent reclassification.

Considering Article 47 of the statute, at least 50% percent of the JEAO's staff has to be persons with disabilities. While recruiting the priority will be given to persons with disabilities, especially women with disabilities having the specified qualifications.

In light with Article 49 of the statute, 50% percent of the JEAO's staff has to be Women at all levels.

2.1 CLASSIFICATION OF PERSONNEL

JEAO Afghanistan recognizes the following categories of personnel; full time, part-time, temporary, consultant and interns.

2.1.1 Full-Time:

These are employees who have satisfactorily completed the probation period and who work on a regular basis a minimum of 40 hours per week, and are considered full-time employees.

2.1.2 Part-Time:

These are employees who work on a regular basis at least 15 hours per week but less than 40 hours per week and are considered to be part-time employees and are entitled to only those benefits specified at the employment agreement.

2.1.3 Consultants:

Local consultants are individuals with whom JEAO has signed an agreement for a specified period of time and for a specific piece of task. Consultants are not employees and receive no fringe benefits. Fees will be agreed upon by the senior management and the consultant prior to assignment and will be based on the type of work involved.

2.1.4 Interns:

Interns maintain their status as students and are not considered compensated employees of JEAO Afghanistan. Interns receive a stipend and benefits defined by the JEAO intern program. Interns are not eligible for fringe benefits of regular employment by JEAO.

2.2 CONFIRMATION AND APPROVAL OF POSITION AND JOB DESCRIPTION

For funding decisions and technical soundness of a position, a supervisor must obtain Executive Director (ED) approval and signature on the Position Justification Form for a new post to be created or a vacant post to be filled if it falls within the parameters of the current work plan. (See Annex 1 [Position Justification Form](#)) The Executive Director (ED) must also approve new

or revised job descriptions. A job description should be attached to the Position Justification Form. Once a supervisor has approval from the Executive Director (ED) for the post and job description, he or she must submit the approved Position Justification Form and job description to the Human Resources (HR) Representative to begin the recruitment process.

2.3 SEARCH

It is office policy to advertise the position publically. The HR Representative will supervise the public posting of the announcement in newspapers, public offices, websites and other identified sources. The length of time for both internal and external postings will adhere to local labor law guidelines, as appropriate.

2.4 SELECTION OF CANDIDATES

There are three phases in the selection process:

1. Screening of all curriculum vitae/résumés;
2. Interview process; and
3. Verification of salary history and references.

The screening process ensures that each candidate has submitted all the required documents as specified in the job positing. Candidates will be evaluated by screening team a combination of the (ED), HR Representative, Supervisor for the position and one or two selected members of the Program/Project staff. The final short list of people to be interviewed is determined jointly by the (ED), HR Representative and Supervisor. Selected candidates are then scheduled for an interview.

The HR Representative, or a designee, will manage the interview process. Preparation of an evaluation form, interview questions, and selection criteria will be based on the requirements of the position being filled. The HR Representative and the supervisor will prepare these jointly. Each staff person present during the interview is requested to complete an evaluation form and include his/her comments on the candidate's merits. The HR Representative will collect these evaluation forms to be used by the supervisor in making a decision regarding a final candidate, and to be included in each candidate's JEAO dossier. The content of candidates' interviews is confidential and can be seen only by members of the committee responsible for selecting the candidates or filling employment vacancies.

Testing candidates is optional. The supervisor must decide if a test is necessary and s/he must provide HR with the test and instructions, if conducted by the HR Representative. For all positions, final candidates may be tested on skills relevant to the position. The level and content of the test will depend on each post. Results of all testing will be kept in the HR search file and selected candidate's personnel file.

All candidates must fill out and submit a detailed employment application, which includes information not necessarily contained in the CVs, such as previous salary history and references. (See Annex 2 [Employment Application](#)) The employment application should be filled out prior to the time of the interview.

Three references (required to be submitted with the application) are checked for each finalist to ensure that the quality of their work for past employers has been of the highest level. The HR

Representative may perform reference checks or, if for a high level technical position where it is important to confirm the expertise of an individual, by the Technical Lead. Salary history must also be verified before an offer of employment is made to any candidate.

2.5 APPROVAL AND NOTIFICATION

The decision to hire a new employee is made by the Executive Director (ED) in collaboration with the HR Representative. The decision will be based on a combination of interview performance, testing results (if applicable), work experience, education level, references, and suitability for the job. No one below the (ED) can make the final approval for hiring.

The official offer of employment and negotiation of salary, benefits, start date and any applicable relocation expenses are conducted by (ED) or HR Representative. In some cases, the (ED) may delegate this authority to another designated staff person. Only when a candidate has returned a signed copy of their official terms of employment to the Administration, will s/he be considered to have accepted the offer of employment.

2.6 STANDARD EMPLOYMENT AGREEMENT TEMPLATE

The (ED) will use JEAO's Standard Employment Agreement Template for all positions. (See Annex 3 [Employment Agreement Template](#)) The standard agreement adheres to JEAO's HR and host country labor law requirements. All employment agreements will be written in English and in the official language of the host country in parallel/newspaper column format. The selected candidate will read and sign the agreement in duplicate. The employee will keep one original and the other original will be filed in his/her personnel file.

Each employment agreement will contain references to the project's accompanying HR manual. The new employee will sign a Receipt Confirmation Letter attesting to the fact that he/she has received the HR manual. (See Annex 4 [Receipt Confirmation of Local HR manual](#)) A job description signed by the (ED) will also be attached to each employment agreement and countersigned by the employee.

Finally, each employment agreement will provide the new employee with an Employee Number for record-keeping purposes.

2.7 CONFIDENTIALITY CLAUSE

All JEAO employees, volunteers, and/or interns are required to make a commitment concerning the confidentiality of personal information about JEAO employees. Individual employee personnel records include personal information, completed employment and hiring documents, JEAO salary history, benefit coverage, performance planning and review documents, employment-related actions, and other job-related information. Violation of this policy will result in appropriate disciplinary action and/or legal action up to and including termination of employment.

Each staff member will receive basic training upon hire. While part of the training will be task- or program-related, each new employee will also be given an introduction to JEAO and to the field office's/project's policies and procedures by the HR Representative.

2.8 EMPLOYEE JOB DESCRIPTION

In order to meet the objectives of creating and maintaining quality services, the (ED) endeavors to hire highly qualified personnel. Employee responsibilities are outlined in the form of a job description that is developed at the proposal stage and finalized by the (ED) at project start-up. The development of a comprehensive job description facilitates the screening, interviewing and hiring process and contributes to a more successful position placement. The job description is a required part of the Employment Agreement and is signed in duplicate by (ED) and the employee on the first day of hire. The employee will keep one original and the other original will be filed in his/her personnel file. The immediate supervisor as necessary may modify employee duties during the course of the project. These changes will be reflected in the development of a revised job description by the supervisor. The supervisor will also fill out a Personnel Action Form (PAF) and submit it along with the job description to the (ED) for review and signature, with a cc: to the HR Representative. (See Annex 5 [Personnel Action Form](#))

Any modification to the job description that necessitates a corresponding salary change also requires a Personnel Action Form (PAF) signed off on by (ED). The Admin/ Finance Manager, HR Representative and (ED) will be involved on any PAFs where a salary adjustment is required.

2.9 EMPLOYMENT RECORDS

The HR Representative has overall responsibility for the maintenance of accurate employee records, with guidance and monitoring to come from the (ED).

The following information must be collected from prospective employees before an employment agreement can be issued:

- Curriculum vitae/résumé;
- Employment Application with previous salary history
- Three references from previous employers or educational institutions;
- Certified copies of diplomas or other documentation of studies;
- Current identity card (Tazkira)/passport copy).

The HR Representative will contact references and document responses. An employment agreement cannot be signed until three references have been documented. In addition, previous salary history must be verified before an employment agreement is finalized.

All personnel information is considered confidential and is kept in a locked cabinet under the custodial control of the HR Representative or (ED). Only the HR Representative or (ED) and/or his designee and the employee may review a particular individual's file.

Every employee's personnel file will contain a coversheet that summarizes the documents included. (See Annex 6 [Personnel File Cover Sheet](#)) Personnel file documents include the following:

- Coversheet
- Justification Memo for position
- Application (including CV, references, previous employment and salary information)
- Signed Offer of Employment letter (See Annex 7 [Offer of Employment Letter](#))
- Signed original Employment Agreement;
- Original job description and (if) subsequent amendments;

- Signed acknowledgement letter confirming receipt of the HR manual;
- Performance evaluations;
- Emergency contact information;
- Leave request forms and other leave information; and
- Personnel correspondence.

A personnel file checklist summarizing the required documents should be included in each file. (See Annex 8 [Personnel File Checklist](#))

2.9.1 CHANGE IN EMPLOYMENT STATUS

Once hired, the employee will provide information regarding dependents, current residence and emergency contact information. The employee is responsible for notifying the HR Representative in writing of any change in status.

2.9.2 REQUESTS FOR EMPLOYMENT VERIFICATION

At times, the (ED) may be contacted to verify employment for staff members. This may occur during project/ work start-up when employees need to establish bank accounts. Employees are requested to provide a minimum 3 days' advance notice for completion of this request. Employees are also asked to provide the reason for the verification and identification of the recipient/requestor.

In each of these instances, verification must be in writing and addressed to the requestor. The (ED) will sign and date a letter that includes the employee's full name, employment start date with the organization, position title, and current salary. Alternatively, if the requesting organization has a standard employment verification form, the (ED) will complete the form.

Copies of all verification letters/forms will be filed in the employee's personnel files.

In the event the process of employment verification is outlined in the local labor code, then those procedures will replace the procedures presented here.

2.10 INTRODUCTORY PERIOD

Every new employee will enter into a 3-month probationary period, which is specified in the employee agreement. During this time the employer or employee may terminate without any notice and no further obligations on either part. One week prior to the conclusion of the introductory period, the immediate supervisor will conduct a final review of work performance and make a provisional determination about whether the employee is performing successfully. (See Annex 9 [Probationary Period Evaluation Form](#)) The final review will be signed by the (ED). If the review results in an unsatisfactory report, then the employee's agreement may be terminated.

JEAO generally sets new employment agreements for 1 year time periods or the end date of the relevant project – whichever is shorter in duration. This is inclusive of the 3-month probation period. This is to ensure that both JEAO and the employee have regular opportunity to reevaluate the agreement and employment relationship upon agreement renewal.

2.11 PERFORMANCE EVALUATIONS

JEAO considers the process of performance evaluation an integral part of each employee's professional development. In addition to ongoing dialogue and feedback, the evaluation provides an opportunity for the employee to receive information about the quality of his/her work. The evaluation process also gives the employee the opportunity to have a formal discussion with his/her supervisor and discuss differences in the evaluated performance and the employees' understanding or expectations. Additionally, the Executive Director is able to evaluate the importance and relevance of functions assigned to the employee and to review and changes his/her objectives.

Employees will receive a yearly performance review, prepared and reviewed by their supervisor no later than thirty days before the anniversary date of when the employee first assumed his/her present position. This review will include an evaluation of an employee's work in relation to previously established goals and objectives and will be based on the employee's job description. (See Annex 10 [Performance Evaluation Form](#))

Non-anniversary-date requests for a staff evaluation may be issued for other reasons including:

- 1) Prospective promotion;
- 2) Unsatisfactory performance; and
- 3) Voluntary abandonment of work by the employee.

Performance evaluations involve the following steps:

- a. Schedule time to meet with employee to discuss the 12-month review.
- b. Employee fills out their part of the evaluation and supervisor simultaneously fills out their part.
- c. Employee and supervisor meet to discuss evaluation and set goals for the upcoming year.
- d. Together they complete the evaluation and submit to (ED) or his designee for final review and approval.
- e. The line supervisor recommends salary increase based on employee evaluation. All salary increases or promotions will be approved by the (ED).
- f. When the (ED) or (direct supervisor) has completed the evaluation, it must be discussed with the employee. The employee should add his/her comments and sign the evaluation confirming his/her receipt of the evaluation. The (ED) (or direct supervisor) will then sign the evaluation thus concluding the evaluation process.
- g. Copies of the review forms will be completed by the immediate supervisor, signed by the supervisor, the employee and the (ED).

2.12 SALARY INCREASES

If possible under active project budgets, employees are eligible for an increase in annual salary following the annual performance review on/around the anniversary date of hire.

In addition, employees may also receive a small salary increase based on inflation or cost of living increases. Inflation rates will be considered every March and salary increases based on cost of living adjustments require a detailed justification memo. Final decisions about any salary must be approved by the (ED). Approval by each person is indicated by signature on the justification memo.

Salary increases will be made only if feasible under the organization budgets and justified by performance evaluation or inflation rates.

3. EMPLOYMENT CONDITIONS

A. COMPENSATION

Compensation will be determined for each employee based on a number of factors, including salary history, job requirements, and consideration of the local employment market and information obtained from the private sector and the NGO community.

(1) SALARY

JEAO defines salary as monies paid to a staff member in exchange for his/her services. Salaries are established and designed to reflect the value assigned to each position and contribute to the quality of output and productivity of the employee. In general, JEAO's policy is to first consider the previous salary history of each candidate for at least the last three years. This information is provided in the employment application.

If the candidate's salary falls well outside of the budget/ salary scale for that position (i.e.) is less than the salary range for similar positions within JEAO even after a 5% increase above what the candidate is currently earning), then a recommendation may be made for an increase greater than 5%.

(2) DATE OF SALARY PAYMENT

Salaries are normally paid on the last day of each month by direct deposit into the employee's bank account. If the last day of the month falls on a weekend or holiday, payment will be made on the last working day before the last day of the month.

(3) PAYMENT CONFIRMATION

Employees will receive confirmation from the bank once their salary has been transferred into their account.

(4) DEDUCTIONS AND ADJUSTMENTS

Deductions are taken from salaries in accordance with the laws of the host country labor and taxation codes. Salary adjustments may be made in the following situations:

- 1) Leave without pay;
- 2) Unexcused absences;
- 3) Damages/loss of equipment or other property assigned to the staff, or misuse/loss of funds through negligence or error; or
- 4) Salary adjustment (increase or decrease) through a change in job description.

Compensatory time off is subject to prior approval by the immediate supervisor. The compensatory time off must be used within 30 days and a maximum of up to 24 hours can be allowed in a month.

(5) SALARY ADVANCES

Salary advances: (If budget allows) may be made only after the 15th of the month on the basis of one payment per employee per month. The advance request must be submit to Admin/Finance Manager and approved by Executive Director. The amount of the advance not should be exceeding half of the monthly gross salary.

The deduction of the advance will be made from monthly salaries appropriately at the end of the month. Any exception to this rule must have the pre approval of the administrative department.

The advance request form must be filled and approved by the applicant and submit to the cashier for the process.

Loans: (if budget allows) For crucial and unresolved situations only, JEAO may grant the employee a loan not exceeding 10 % of his/her annual basic salary. The interest rate applied is 5% annually that is calculated on monthly simple basis, the total amount of loan must be paid back in six months from the date issued either on installment basis or lump sum at end of the period.

If the employee contract comes to an end before six months in which the loan must be reimburse the loan will be calculate considering the remaining months and the reimbursement should be done by the employee before the end of the contract.

(6) PER DIEMS

Per Diem is a daily allowance provided to employees (her Mahram and dependable kids) when they are required to work away from their normal duty station. Per diems are designed to cover the cost of lodging and basic meals and incidental expenses. The daily per diem rates are set as below:

I. Travel without overnight

For one complete day away outside the work zone and without an overnight stay, staff members will not receive any Per Diems/ travel allowance.

II. Travel with overnight

For a complete day of travel in Afghanistan with overnight stay outside the work zone, staff members will receive a per diem figured out as follows:

The maximum amount chargeable for accommodation of any staff or participants who need to spend a night away from their home, base in order to attend a project activity is Afghani 1000-2000/Afs.

If accommodation does not provide breakfast, a maximum of 150/Afs can be charged. If lunch is not provided, a maximum of 250/Afs can be charged. If dinner is not provided, a maximum of 250/Afs can be charged.

III. Travels in Province

If the travel is within the province, the maximum amount to be payable is 500/Afs.

If the travel is between the provinces, the maximum amount to be payable is 2,000/Afs by road and according to the tickets by air transportation.

IV. Travel with overnight, abroad

The maximum amount payable for accommodation of any staff or participants who need to spend a night away from their home based in order to attend a project activity is 5,000/Afs.

If accommodation does not provide breakfast, a maximum of 1000/Afs can be charged.

If lunch is not provided, a maximum of 750/Afs can be charged.

If dinner is not provided, a maximum of 500/Afs can be charged.

Community Centre for Disabled will make the appropriate arrangements for accommodation. If any of the meals are included in the price of the accommodation and/or provided by JEAO/other institution Per Diem/meal will not be paid.

If JEAO staff travels for working purposes to other provinces where there is not JEAO office and the organizers not able to arrange accommodation, JEAO will reimburse the accommodation according to the above rate.

If the employee stays in his/her family or friend's home, no accommodation reimbursement will be made, but Per Diem will be paid.

Travel expense reports must be process through Admin/ Finance Manager and approve by the Executive Director.

B. PROMOTION AND RAISES

When a current employee is promoted to a new post, a salary increase may be permitted. For all promotions, the following criteria must be met:

- 1) There must be a justification memo on file explaining how the following conditions apply: the workload has increased significantly and the employee will have increased responsibility in the new post or position. (A performance evaluation outlining the justification may be used in place of the justification memo if the promotion is taking place on the annual anniversary date of hire, however the same approval requirements apply.)
- 2) The (ED) must approve all salary increases, whether resulting from annual performance review, cost of living adjustment or promotion.
- 3) Employees are not eligible for promotion prior to 6 months in their current position and will in most cases be promoted only one category or grade level at a time.

C. OFFICE BUSINESS HOURS

The official workweek is Sunday to Thursday, with the office normally open and operational during the day for eight (8) perpetual hours. The workweek is 40 hours (which includes of a 30 minute lunch each day), with different office timing in summer and winter as well as the Ramadan period.

However, certain employees may be assigned to different work schedules and/or shifts outside of normal office hours. If an employee must be outside of the office for non-business related reasons during their normal work schedule, they must inform their manager, if possible twenty-four hours in advance but no later then the start of business of the day they are to be out.

These working hours do not apply to some specific positions (guards, drivers etc.). For those staff, their working hours will be defined with their line manager and the administrative department, and annexed to their work contract.

D. OVERTIME

Overtime pay is not paid. All salaries quoted are for one month of service. Staff may be afforded compensatory time off in lieu of payment for work outside of normal business hours, with the approval of senior management.

However, only Drivers are entitled to request overtime in below conditions:

- 1) The overtime has to be required and formally requested by line-manager and approved by Executive Director.
- 2) Overtime during the week & weekend: will be compensate 150% of the wage

E. COMPENSATORY TIME

Staff may take compensatory time off for time spent on the following activities that fall on weekday evenings, Fridays or Saturdays, or holidays:

- 1) Required attendance at organization-related meetings, workshops, or official functions;
- 2) Official, authorized travel;
- 3) Request of their supervisor to work on weekday evenings, Friday or Saturday, or a Holiday due to work deadlines and demands.

4. LEAVE

The types of leave stated below are the standard, customary leave categories for employees. Other types of leave may be mandated according to host country labor law.

4.1 PUBLIC HOLIDAYS

JEAO Afghanistan grants 12-16 paid holidays to all staff annually. These holidays are selected by the (ED) in consultation with the Human Resources/ Admin Finance Manager and will be established prior to the start of the following calendar year through a memorandum issued by the (ED). Paid Public holidays shall be as follows:

- 1) The first day of the [solar] year (Nawroz);
- 2) 28th of Assad (the Independence Day of the country);
- 3) 8th of Sawr, Victory of the Islamic Revolution of Afghanistan;
- 4) The three days of Eid- ul- Fetar;
- 5) Four days of Eid- ul- Adhah and Arafah;
- 6) Twelfth of Rabiul Awal, the birth day of the Prophet of Islam (Peace be Up on Him);
- 7) 10th of Muharam-al- Harram (the day of Ashura);
- 8) Shaheed's day (September) 1 day

Note: The dates for many Muslim holidays are determined based on sightings of the moon. The official dates are not generally known until the clergy, fixing the date, makes an announcement. As additional information becomes available, this list will be updated and staff will be notified.

An official holiday that falls on a Friday or Saturday will be observed on the Sunday following the holiday or not observed at all. Staff will be informed of the policy for a particular holiday. For any incidental holidays JEAO management will decide to be observed or not.

Full pay and benefits apply to holidays. If the official holiday falls during the approved annual leave of the staff member, the day will not be considered as part of the staff member's annual leave.

4.2 ANNUAL LEAVE/VACATION TIME

Staffs are entitled to a maximum of 24 days leave per year. Vacation is accrued at the rate of 1.5 days (12 hours) per month. JEAO staff will meet with supervisors to develop a vacation schedule that ensures office coverage and performance of essential functions. If necessary, arrangements will be made to hire temporary staff to provide administrative support.

Staffs are encouraged to use vacation time each calendar year, since due to project budget realities, JEAO cannot guarantee that accrued vacation time will be compensated for at the end of employment. Any vacation time accrued must be used in accordance with standard leave procedures and approvals.

In exceptional circumstances, and at the approval of the (ED), employees may request for up to a maximum of 10 days of unused vacation leave to be compensated at the end of their employment if utilizing those days as leave would hinder a proper handover of their duties or cause interruption to project implementation.

Weekends and public holidays falling within a vacation leave period are not counted as vacation days used.

Staff are required to request leave from their supervisors at least 1-2 days prior to taking it. The supervisor and then the (ED) must first approve all leave requests before the leave period is officially granted. (See Annex 11 [Leave Request Form](#)) Although due consideration will be given to all requests for leave, staff may be requested to delay leave if their absence would result in insufficient office coverage or would jeopardize the Program's work during a critical time.

Once approved, leave requests are given to the HR Representative. The HR Representative will maintain a schedule of the planned vacation leave and file the form in the employee's personnel file.

4.3 SICK LEAVE

Staffs are entitled to 9 days (72 hours) of sick leave paid by the employer per year. Sick leave is accrued at the rate of 6 hours for each month worked. If possible, if reporting absence due to illness, staff should phone his/her supervisor or deliver a message by other means within 24 hours. The supervisor will report the absence to HR.

After three consecutive days of sickness, an employee may be requested to submit a doctor's note to the Human Resources and Administration Office.

Unused sick leave will NOT be carried over to the following year and it will not be compensated upon termination of employment if unused.

4.4 MATERNITY LEAVE

Maternity leave is time off given to female employees who are pregnant to allow them to deliver, rest and recuperate, and care for their baby after delivery. It is JEAO's policy to give female employees who have worked for JEAO for at least one full year, a maternity leave in the period immediately proceeding and following childbirth. JEAO's policy is to also guarantee all employees on maternity leave their jobs, provided they return to work within three months of the beginning of maternity-related leave.

Full time employees are granted 30 paid working days per pregnancy if they carry the child to birth. Thirty days of this leave is granted to her before delivery and the rest (sixty days) is granted to her after delivery. To schedule maternity leave, the employee must fill out a leave request form and seek her supervisor's approval at least one month prior to the anticipated commencement of such leave. At this time, she shall also specify the anticipated duration of leave. Maternity leaves without pay may be interspersed with paid leave to preserve salary payments and benefits. No leave is accrued during unpaid maternity leave but the time counts toward years of service with the company.

4.5 PATERNITY LEAVE

Male full-time staff that has worked for JEAO for at least 6 months are eligible for 5 working days paid paternity leave.

4.6 HAJJ LEAVE

JEAO will provide 45 days paid leave as Hajj leave per employment to those employees who have been with JEAO for at least 2 years and travel to Mecca to perform Hajj. Employees are eligible for 45 days paid Hajj leave; however, it may also be supplemented with accrued annual and/or sick leave or leave without pay but not exceeding a total of 55 days.

4.7 BEREAVEMENT LEAVE

Employees will be given up to ten days (10) days paid leave to attend the funeral of Spouse. Five days for the funeral of (Parents, Child, Brother and Sister) and three days for the funeral of close relatives (defined as Uncle, Aunt, Grandfather and Grandmother father-in-law, mother-in-law). Employees will be given up to one day paid leave to attend the funeral of first cousins. If additional time off is required, employees should talk to their manager. Time off without pay may be provided so that employees can attend the funeral of individuals other than those listed. Employees may take unused vacation leave but sick days cannot be used.

Additionally, in the case of the death of a family member or friend, the customary practice in Afghanistan, JEAO will honor attending Fatiha. Employees should notify their supervisors prior to attending a Fatiha during business hours.

4.8 SPECIAL LEAVE

Employees will be given up to (10) ten days special paid leave on his/ her wedding ceremony as well as (3) three days calendar if there will be wedding of the close relative (brother, sister, son,

daughter).

4.9 LEAVE WITHOUT PAY

When an employee takes leave time not stipulated nor approved in any of the categories above, the time taken will be considered as “leave without pay” and will be deducted from the monthly salary, as permitted by local labor law. No benefits, including vacation and sick leave, accrue during a leave of absence without pay. All leaves of absence without pay must be duly accounted for on the appropriate employee time report.

In all cases, if a staff member is absent without authorization from the (ED) and if the absence is without excuse, it will be considered as leave without pay and may serve as grounds for termination.

A period of leave without pay can also be agreed upon between the (ED) and the staff member in cases when the reason for leave is not stipulated in any of the categories above and the staff member does not have sufficient annual leave time to apply. The host country labor law will serve as a reference for leave without pay and the maximum allowable days.

5. BENEFITS

5.1 HEALTH INSURANCE

All employees shall receive an amount of 5,000/ Afs per annum as health benefit (subject to availability of funds). It is expected that employees will use this benefit for the related medical costs of themselves and their dependents. JEAO will not reimburse employees for any specific medical costs in addition.

5.2 EID BONUS

JEAO employee compensation will include payment of two Eid holiday bonuses per year not exceeding an amount of 2,500/ Afs per person (5,000/Afs per Eid maximum; subject to availability of funds). These payments will be paid to all Employees in two (2) lump sum payments, paid before each Eid.

5.3 HOME TO OFFICE TRANSPORTATION

The employees shall not be provided with home to office transportation.

5.4 LUNCHES AND REFRESHMENT

The employees will not be provided paid lunches by JEAO. JEAO will provide drinking water and hospitality refreshments such as coffee, tea, sugar, milk, candies and cookies for visitors and staff and for official representations at the JEAO Offices.

In addition, JEAO provides a catering facility and a cook to JEAO office to prepare lunches for staff members at staff expense, but the salary of the cook and cooking facilities (dishes, gas) will be beard by the office.

5.5 STAFF TRAINING AND DEVELOPMENT

It is JEAO's policy to hire only individuals who are already fully qualified for the job for which they were selected. As individual growth and development relate to an employee's job, JEAO will seek to encourage and facilitate the learning process with on-the-job coaching by supervisors and fellow employees and will help to support special job-related study programs, according to needs and organization budgets. JEAO's participation in the employee's development is directly related to organizational needs and the relevance of training/education to the position the employee holds within the organization. Employees and their supervisors are expected to specify individual training needs as part of the performance review and planning process and obtain advance permission for any request for reimbursement from Executive Director.

After training the staff need to serve for the organization at least for one year. If staff will leave the organization before one year the expended amount of the money have to refund to the organization.

6. EMPLOYEE OBLIGATIONS AND DISCIPLINE

6.1 PROFESSIONAL CONDUCT

JEAO has an international reputation for excellent professional conduct that is reflected in the conduct of field office/project staff. It is the duty of all staff to preserve this image through good relations with counterparts, external organizations, and visitors, project participants and among office co-workers. JEAO standards for professional conduct in the office and in the field are presented below.

JEAO is committed to providing an environment free from harassment and other forms of discrimination based upon race, color, ethnic background, national origin, religion, creed, age, disability, sexual orientation or preference, or gender, including sexual/gender harassment.

Such an environment is a necessary part of a healthy learning and working atmosphere because such discrimination of any kind undermines the sense of human dignity and sense of belonging of all people in the environment.

All employees are expected to conduct themselves in a manner that will foster and preserve JEAO's professional image. Employees are expected to treat all persons, including staff and outside contacts, with courtesy, impartiality, fairness, and equality. JEAO strictly prohibits all manner of harassment of persons for any reason.

JEAO has standards of behavior for staff and will not tolerate any form of harassment of our employees. The following professional standards of conduct apply for all employees:

- 1) All employees whose work is interrelated have every reason to expect and receive timely and professional cooperation from their co-workers.
- 2) All employees are expected to perform their jobs according to established job standards and JEAO's stated organizational values.
- 3) If an employee performs poorly, harassment of that employee is forbidden. Complaints about a co-worker's performance should be reported to that individual's supervisor. The individual's supervisor has the responsibility to take appropriate action.

- 4) Name-calling, outbursts, yelling, verbal threats and other inappropriate behavior and forms of harassment will not be condoned or tolerated by JEO and will result in discipline, which may include termination.
- 5) Other impermissible conduct includes fighting, physical abuse, gross insubordination and physical threats. Such offences are considered most serious and may warrant discharge on the first occurrence.
- 6) Complaints of harassment by co-workers should be promptly brought to the attention of the (ED). JEO will investigate all such complaints of harassment in a manner that protects all involved employees to the extent possible.
- 7) In investigating allegations of harassment, the history of relationships and past behavioral problems will be considered relevant.

6.2 EMPLOYEE SAFETY AND SECURITY

JEO Afghanistan is fully committed to the safety and security of all its staff members. However, a safe and secure working environment is everyone's responsibility. This is to say, JEO staff will conduct themselves in such a way that does not raise suspicion or interest and will keep the JEO Management updated to any security incidents or changes to the general security situation in your area. If in doubt, staff should call the JEO Admin/ Finance Manager about any issue.

In addition, employees should follow the following procedures related to security:

V. Personal belongings:

JEO Afghanistan is not responsible for the loss of personal belongings. Please exercise caution in keeping your personal property. Staff members are also responsible for the safekeeping and return in good functioning conditions of all JEO property that maybe in his/her use, or custody such as laptops, flash memory, phone, etc.

VI. Fire:

In order to minimize the risk of fire, always make sure to turn off all equipment and lights when leaving the offices. Report any electrical problems with equipment to the facility manager or security department.

VII. Security of JEO Property:

No JEO Afghanistan property should be removed from the office without prior approval of the (ED) or his/her designee. JEO's equipment is not available for personal use.

VIII. Weapons:

Employees engaged in JEO business will not carry a weapon unless carrying a weapon is required by the job classification of the employee. Weapons are defined as firearms, chemical sprays, clubs or batons, knives, and any tool or chemical agent capable of bodily harm if used as a weapon.

6.3 PERSONAL BUSINESS DURING OFFICE HOURS

- **Phone calls:** JEAO Afghanistan understands the needs of its employees to make or receive personal telephone calls during work hours but ask that they be kept brief and to a minimum.
- **Other personal business:** JEAO Afghanistan employees will be expected to refrain from conducting personal business during official hours (with the exception of during lunch time). No personal use of JEAO Afghanistan mail system shall be permitted, including the use of JEAO stationery and equipment for personal purposes.

6.4 DRESS CODE

JEAO maintains a business casual working environment. All employees must wear attire that is appropriate for the office and customer interaction.

6.5 EXTERNAL COMMUNICATION

How JEAO Afghanistan will be perceived its stakeholders carry out a direct result of the external communications activities by the management and employees of the organization. The (ED) or his/her designee will serve as the information channels for the clients and media and are responsible for approval of information before being shared outside the organization unless that function for certain project work has been specifically delegated.

6.6 PROJECT REPORTS AND MATERIAL

All reports authored and financed by the field office are the property of and for the exclusive use of JEAO office. Materials, such as but not limited to, video- and audiocassettes and publications, cannot be reproduced, used or disseminated without prior written authorization from the (ED) and/or client.

6.7 USE OF JEAO PROPERTY

Any equipment issued to staff is the property of the office/project. Staff will assume responsibility for loss, damage or misuse, immediately notifying the (ED) in writing. If required, a deduction from the employee's salary will be processed to cover the purchase value of the lost/damaged item provided this method is in accordance with local labor law.

6.8 TELEPHONE AND COMPUTER USE

JEAO understands that when employees work during the week it is occasionally necessary to conduct personal business during office hours. However, employees should limit their personal use of the telephone and computer during office hours. Long distance personal calls are not permissible. Because JEAO provides e-mail systems at its expense for business use, all messages sent by or received on those systems are company documents. JEAO reserves the right to access and to disclose the messages that you send or receive on the e-mail systems. Employees should also be aware that "deleted" messages from the computer screen might not actually be deleted from the e-mail system. Employees who abuse this policy are subject to disciplinary procedures up to and including discharge.

IX. Mobile Phone Privileges

Staff members may be provided a mobile phone and airtime cards on a monthly basis. The decision for the airtime allowance amount and who will receive them will

be made by the (ED) based on the position requirements. It is JEAO policy that mobile phone calls made with airtime cards paid for by JEAO will be used for business purposes only. Employees are expected to reimburse the project for personal calls.

X. Internet Usage

JEAO provides staff with access to the Internet to assist them in performing their jobs. JEAO encourages the use of electronic communications by its employees; however, it is expected that employees will refrain from the following actions, which do not constitute acceptable use of JEAO's Internet connection:

- I. All the JEAO staff will receive an official email address supported by JEAO domain or create in other networking facilities (Yahoo, Gmail). The official correspondence should be through JEAO given email address and the password should be shared with the supervisor.
- II. Staff official laptop can carry home upon prior agreement/ approval of executive Director.
- III. The password of the Laptop/ Computer should be shared with the line manager.
- IV. Sending public or private messages that are impolite or contain profanity, obscene comments, sexually explicit material, or expressions of bigotry, racism, or hate.
- V. Sending or retrieving pornographic material;
- VI. Using the Internet in ways that violate country laws or statutes;
- VII. Sending chain letters or pyramid schemes to lists or individuals, and any other behavior that would cause unnecessary congestion of the Internet;
- VIII. Using JEAO's Internet connection for commercial or for-profit purposes other than JEAO business;
- IX. Excessive personal use of JEAO's Internet connection and any personal use during hours logged as work time.
- X. Sending or receiving Executive Director copyrighted materials without permission;
- XI. Using another person's password to access an online service if doing so violates that service's use policy.
- XII. Circumventing security measures;
- XIII. Attempting to gain access to another user's resources, programs, or data without that user's permission;
- XIV. Attempting to harm or destroy data of another user on the Internet;
- XV. Falsifying one's identity to others while using the Internet.

In addition, staff that use the Internet at JEAO are expected to abide by generally accepted rules of Internet etiquette. These include (but are not limited to) the following:

- a) Be polite.
- b) Do not reveal personal addresses or phone numbers of colleagues without their permission.
- c) Do not download files larger than 5 megabytes during normal business hours. Such file transfers use significant bandwidth and slow Internet access for other staff.

Staff is reminded that it is JEO's policy that no person may install software on any JEO computer without permission. If you wish to download and install software from the Internet, you must receive permission before doing so.

Violation of this policy will result in appropriate disciplinary and/or legal action, up to and including termination.

6.9 MAINTAINING CONFIDENTIALITY

The employees are often provided with confidential information in meetings, conversations, or files and other documents. It is the responsibility of the employee to maintain the professional confidentiality of such information while working for, and after leaving JEO Afghanistan. Employees must not utilize or disclose JEO's internal policies or activities without proper authorization from the concerned JEO authority.

6.10 USE OF JEO PROJECT VEHICLES

JEO vehicles are acquired for the purpose of carrying out official project business. JEO vehicles and drivers are intended for official project purposes. This includes the transportation of long and short-term staff members to and from points of business and the delivery and pickup of project-related documents and other materials. The vehicles and drivers are available for non-official purposes only on a restricted basis provided usage does not interfere with the conduct of official business and no alternative modes of transportation are available.

Any employee who violates vehicle usage regulations will be subject to disciplinary action.

7. CONFLICT OF INTEREST AND CORRUPTION POLICY

7.1 CONFLICT OF INTEREST

Employees must strictly avoid any conflict of interest or even the appearance of a conflict, and as such, employees should have no reluctance to fully disclose their actions or relationships with prospective vendors, contractors, or consultants. The JEO general position is that the organization's integrity and reputation, as well as that of its personnel, is too valuable to risk damage through such activity. Therefore employees must not undertake or be involved in any activity that would compromise the organization or project's reputation.

As part of JEO's conflict of interest policy, no current JEO employee may employ, direct the employment, promote, direct the promotion, supervise the work, evaluate the performance, or influence the compensation of an immediate relative (defined as a father, mother, brother sister, spouse, son, daughter, father-in-law, mother-in-law, uncle, or aunt.)

If there is the slightest doubt as to the propriety of the action, employees should contact the (ED) or project HR Representative immediately.

Members of the project may not contract or procure goods or services with any family member, or staff family member. Any incidence of non-observation of this policy will result in immediate termination.

Confidentiality of sensitive information must be maintained. Disclosure or use of confidential information including but not limited to sensitive information related to program, projects, staffing, compensation, hiring, or tendering activities is strictly prohibited.

7.2 MOONLIGHTING

The term moonlighting refers to employees working for two employers simultaneously – one during official work hours and the other during the employee's off hours. JEAO's policies differ according to the type of moonlighting: Active Paid Work and Active Volunteer Work.

7.2.1 Active Paid Work:

This is when an employee receives compensation for services rendered to another employer while also working for JEAO, such as for outside consulting contracts, commissioned research efforts, paid teaching assignments, secretarial, translation, or driving services. JEAO's policy forbids moonlighting except by permission of the primary employer. As a general rule, JEAO does not allow employees to engage in active paid work on the grounds that it reduces the energy and attention the employee can bring to the job. However, some exceptions can be made, provided that such outside work does not constitute a conflict of interest, does not detract from project work, and has the advance written approval of the (ED).

7.2.2 Active Volunteer Work:

This is unpaid work such as volunteering with charitable organizations, lending a helping hand during national emergencies, or pursuing an interest such as antique restorations. JEAO's policy is to permit all employees to engage in volunteer work, so long as it does not take away from the time and energy needed for organization work, is not prohibited by law, and does not pose a problem with local authorities.

7.3 SEXUAL HARASSMENT

All personnel decisions (including decisions affecting hiring, promotions, transfers, work assignments, receipt of benefits, or participation in organization programs are made on the basis of an individual's qualifications regardless of race, sex, or sexual preference. Sexual harassment is contrary to JEAO policy and rules; anyone found in violation of these rules and policies shall be subject to appropriate discipline, up to and including termination. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a) Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment;
- b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions; or
- c) Such conduct has the purpose or effect of reasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Any JEAO employee or applicant who feels JEAO employees have sexually harassed him or her should report their complaint to their supervisor or the (ED). In addition, if any JEAO employee or applicant feels he or she has been sexually harassed by a non-JEAO employee (i.e., client, member, service provider, etc.) while conducting JEAO business, the employee or applicant

should report their complaint to their supervisor or (ED). There will be no reprisals against any employee or applicant for making any such report.

7.4 VIOLATIONS

Any staff member implicated in the activities described above may be subject to immediate termination.

8. DISCIPLINARY ACTION

JEAO clearly distinguishes between corrections needed to improve an employee's poor job performance and the disciplinary actions needed due to an employee's misconduct. In both instances, JEAO reserves the right to take appropriate action, including immediate discharge and termination.

In no case shall disciplinary action be taken without first giving the employee an opportunity to explain and justify the conduct in question. In cases of offences such as lateness, excessive absence, continued substandard performance, disruptive behavior, or failure to follow established policy where, if afforded the opportunity to do so, the employee may be able to correct the deficiency, the listed procedures will be handled according to the following procedures:

The discipline and reprimand procedures include written warnings and possible dismissal within the regulations of country labor law.

As outlined below, when an employee is considered to have committed an offense, or fails to meet expected performance standards, the occurrence may be documented in writing. The (ED) is responsible for issuing a disciplinary letter to the staff member as soon as possible following the occurrence. The (ED) will ensure that letters issued conform to disciplinary procedures and country labor law.

The system for providing warnings follows, and should be adhered to in this specific order.

8.1 ORAL REPRIMAND:

On a first offense, the immediate supervisor will issue oral reprimand. Every attempt will be made to settle the issue directly at that time. The employee will be advised that further warnings will be in writing and will be Executive Director copied to his/her personnel file. Oral reprimands must still be documented. There should be at least one witness and the (ED) should document the reprimand with a brief memo to file.

8.2 FIRST WARNING LETTER:

The first formal warning letter, prepared in duplicate, will indicate the details of the offensive actions or sub-standard performance. The letters will be signed by the (ED). One original letter will be given to the employee. The second original will be signed by the employee to acknowledge receipt and will be retained in the employee's personnel file.

8.3 THE SECOND AND FINAL LETTER:

The second and final letter is the termination letter. It will be signed by the (ED). The original letter will be given to the employee. A photocopy of the original letter bearing the (ED)'s

signature will be signed by the employee to acknowledge receipt of the original termination letter. It will be retained in the employee's personnel file. The country labor law will determine whether additional signed originals are required for submission to the local Ministry of Labor.

9. GRIEVANCES

All grievances will be submitted to the (ED) in writing. JEAO believes that if a service user or a staff member wishes to make a complaint or register a concern, they should find it easy to do so. In this regard, JEAO has its own complaint policy emphasizing that it is JEAO's policy to welcome complaints and look upon them as an opportunity to learn, adapt, improve and provide better services. This policy is intended to ensure that complaints are dealt with properly and that all complaints or feedback by service users and their relatives and careers are taken seriously.

9.1 PROCEDURE:

JEAO receives complaints in two general ways: oral and written.

A community volunteer receives the oral complaints by phone. S/he notes the complainer's information based on his/her consent and documents and seals the complainer's letter on her/his behalf. The document is then transferred to the complaint box of JEAO located inside the JEAO HQ against the main gate.

Anyone who wants to make a written complaint can write it down in detail and put his/her information based on his/her willingness, though not mandatory. The paper then should be put in an envelope and sealed with the complainer's signature; it is then deposited in the complaint box in the HQ of JEAO either by the complainer or anyone else.

9.2 MANAGING COMPLAINTS:

The complaint box has one custodian to keep the key and is authorized to open the box. The JEAO Executive Director selects this custodian from among the community volunteers on a monthly basis. At the end of each month, the Community Volunteer comes to JEAO and opens the box in the presence of the Executive Director and Program Manager of JEAO. These three persons opens the complain letters in a secret meeting, reads and asses them. At the end of the meeting, they make specific decisions to handle the specific complaints. If there are any complicated or big complaints that these people cannot decide on, they are referred to the board of directors. The complaints are answered in a max time one month to the complainer. If the complainer is not happy with the decisions, s/he can complain to the higher committees of JEAO or other relevant governmental organizations; JEAO will provide proper guides.

10. TERMINATION OF EMPLOYMENT SERVICES

Termination of employment services may occur for a variety of reasons including poor work performance, misconduct and end of employment agreement or by employee choice. Termination may be initiated by either the employee or by the organization. Regardless of who initiates the termination, an "Employee Termination Form" detailing the reason(s) for termination must be filled out and signed by the Employee, HR Representative and (ED). (See Annex 12 [Employee Termination Form](#)) In addition, prior to issuance of final payment, an Employee Clearance Form must be filled out and signed by the Employee, Supervisor, HR Representative, Inventory/ logistic Officer and Admin/ Finance Manager, verifying that all

organization/ project related equipment has been returned and advances and/or expense reports have been cleared. (See Annex 13 [Exit Clearance Form](#))

10.1 TERMINATION OF SERVICES INITIATED BY THE ORGANIZATION

The organization may initiate termination procedures for any of the following reasons:

- a) End of current employment agreement;
- b) A restructuring stemming from a change in personnel requirements by the client or JEAO. This may result in elimination of positions; or
- c) JEAO's withdrawal from the project due to unforeseen causes beyond either JEAO or the employee's control. An example of an unforeseen cause would be political or economic conditions deteriorating to the point where the project has to be closed down early.
- d) Services terminated through disciplinary action for the following offenses (Note: This list is not all-inclusive):
 - i. An undisclosed conflict-of-interest situation;
 - ii. The falsification or alteration of official project documents;
 - iii. Any violation of confidentiality of organization information; or
 - iv. The acceptance of an offer, gift, or remuneration from participants of the program or from interested parties in exchange for his/her services or influence over project activities.

The (ED) will write a letter to inform the employee officially of the termination of his/her services. Except in cases of termination through disciplinary action or "grave cause," the project is required to provide two weeks' advance notice of a decision to initiate the termination of an employee's services, provided this time period is in accordance with host country labor law. The (ED) will inform the Board of Directors of all terminations initiated by the project for disciplinary reasons.

10.2 TERMINATION OF SERVICES INITIATED BY EMPLOYEE

An employee who decides to terminate his/her services with a JEAO project will provide written notice to the (ED) at least two weeks in advance, provided this is in accordance with local labor law.

10.3 SEVERANCE BENEFITS

Employees who 1) resign after one year or more or 2) whose employment is terminated due to redundancy or JEAO's withdrawal from the project/country due to unforeseen causes are eligible to receive the following severance benefits:

- 1) If the duration of work is for between one and two years, severance will be one month's salary.
 - 2) If the duration of work is longer than two years, severance will be two month's salary.
- Employees terminated for cause or without giving the mandated two weeks notice period will not receive severance pay.

10.4 FINAL PAY

Final payment of compensation and other benefits will include:

- a. Salary and/or wages of the current pay period;

- b. Payment for accrued, unused annual leave. If the employee has a negative annual leave balance, the monetary value of that negative leave balance will be deducted from the final salary; and
- c. Any other severance or termination benefits as required by local labor law.

10.5 RESPONSIBILITIES OF THE EMPLOYEE UPON TERMINATION

Staff must reimburse or return to the organization the following:

- a) Any outstanding advances or obligations;
- b) Any project material or equipment in the possession of the employee; and
- c) Reimbursement for any damages made to project property.

Final payment will not be released until all items have been returned, and all advances and outstanding obligations have been cleared with the Admin/ Finance Manager and verified by the (ED). Reimbursement may be taken out of an employee's final salary, provided this method is in accordance with local labor law.

ANNEXES