

INDEPTH Network
Secretariat

ADMINISTRATIVE MANUAL

For Nationally-Recruited Staff

Reviewed by Staff
And INDEPTH Lawyer

Endorsed by the INDEPTH Board

February 2010

1) ADMINISTRATION OF PERSONNEL

1.1 General Policy

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

1.2. Application and Interpretation

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

2. RECRUITMENT, APPOINTMENT AND TERMINATION

2.1 Definitions:

- a) The term employee of the INDEPTH Network (Regular Staff) shall denote a person rendering services to INDEPTH for a period exceeding three continuous months under the following arrangements:
 - i) He/she enters into a contractual agreement with INDEPTH as an employee for a specified period;
 - ii) He/she works on INDEPTH premises and is supervised by the Executive Director and/or a Project Manager or Section Manager as the case may be;
 - iii) His/her remuneration is in the form of a regular salary or wages.
- b) A person rendering services to INDEPTH shall be considered an *independent consultant* if, with the possible exception of (iii), none of the arrangements in (i) and (ii) apply. In particular, independent contractors (including consultants) shall be entitled only to the benefits stipulated in their contract of employment.
- c) The term *temporary staff member* shall denote a person appointed to render services to INDEPTH for a period not exceeding six continuous months at a time, under the arrangements (i) to (iii).
- d) A temporary employee shall accrue no benefits other than salary.
- e) *Nationally recruited staff*
Regular staff members appointed to positions for which selection results from local competition

within the country of posting, following local custom and law, are termed nationally-recruited staff members. This group includes both professional and support staff.

f) Authorised Dependants

A staff member's authorised dependants include a spouse, and unmarried biological and stepchildren who are not older than 21 years of age. Staff will be asked to provide documents that show proof of dependants in the form of marriage and birth certificates and adoption papers.

The total number of dependants shall be limited to five that is four children and one spouse.

2.2 Recruitment (see also the Recruitment Policy Document)

a) Any position falling vacant shall be advertised either internally within INDEPTH or externally. All recruitment shall be by way of application to the Administrative Manager I or the appropriate staff indicated in the job advert.

b) Where the advertisement for the vacancy is made only internally, then applications from qualified employees within the INDEPTH Secretariat shall be given priority consideration.

c) In consultation with the Executive Director, all applications compiled by the Administrative Manager and Administrative Secretary or any other staff member delegated by the Executive Director and short-listed for interviews, shall contain:

(i) detailed curriculum vitae;

(ii) certified or notarised copies of certificates, or attestations of academic and professional qualifications;

(iii) references from previous employers, and any further information requested by INDEPTH. References may however be obtained by telephone. Where references are initially received by the telephone, the recipient shall request the referrer to confirm the reference in writing.

g) INDEPTH may, as a condition of employment and at its expense, designate a qualified medical practitioner to do a standard examination of a candidate and certify whether the candidate is medically fit for employment. The cost of the medical examination shall be borne by INDEPTH.

h) INDEPTH is an equal opportunity employer. There shall be no discrimination with respect to gender, sexual orientation, religious beliefs, etc.

i) In the event of restructuring of the Secretariat endorsed by the Board, current staff members may be assigned new roles and job positions / descriptions without the positions necessarily being advertised. The process shall be discussed within Management and submitted to the Board for endorsement.

2.3 Appointment and Probation

a) All appointments shall be by way of letters of appointment.

b) letters of appointment shall indicate:

i) the nature and duration of appointment;

ii) the category and classification of the relevant post as well as the commencement salary;

iii) any other applicable conditions.

c) All employees shall be furnished with a copy of this manual which contains the full details of their terms and conditions of service on their assumption of duty. An appointee shall be deemed to have accepted the appointment when, after receipt of the letter of appointment, the appointee confirms in writing that he/she has read, understood and accepted the terms of appointment; and by signing the letter of appointment. The Employee will however resume work only when he/she has been certified to have passed the medical examination.

d) Each appointment shall have a probationary period of not less than three (3) months and not exceeding six (6) months. The probationary period for each position shall be stated in the letter of appointment.

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

2.4 Confirmation of Appointment

The employment of an employee on probation shall be deemed to be confirmed after 5 working days after the expiration of the probation if the employee does not receive a letter terminating his/her employment.

The Executive Director shall confirm in writing an employee's appointment within 5 working days of the expiration of the successful completion of the period of probation.

2.5 Conduct of INDEPTH Employees (See also specific policy)

a) All employees shall comply with the labour laws and regulations of the Republic of Ghana's (and where the employee is not resident in Ghana, employee shall comply with the relevant laws and regulations of the country in which he/she is domiciled. All employees shall exercise utmost discretion with respect to all matters relating to official business, and, unless authorised by the Executive Director or an official duly authorised by him/her, they shall not communicate to any person, agency or organisation any confidential information about the legitimate work of INDEPTH known to them by virtue of their employment.

b) All employees shall be duty bound to work honestly and conscientiously for INDEPTH. To this end, all conflicts of interest shall be avoided. Specifically, employees:

- i. shall not, at any time, use to their personal advantage information acquired by virtue of employment by INDEPTH, if such use is likely to be in, or lead to, conflict with INDEPTH's interests;
- ii. shall not accept, or agree to accept, any monies, rewards or gifts from any person, agency or organisation which has, or could reasonably be expected to have a business or professional relationship with INDEPTH without the Executive Director's approval, or on the case of the Executive Director without the approval of the Board. However, this requirement shall not be interpreted to include casual benefits such as hospitality. (Refer to the INDEPTH Conflict of Interest Policy)

c) All employees shall refrain from using the Network's assets and services for private purposes or other purposes unrelated to the business of INDEPTH, unless expressly authorised by the Executive Director or an official, duly authorised by him/her.

2.6. Termination of Appointment

Employment shall be terminated at the expiry of the contract period. However, an extension of employment may be given if both parties agree.

- a) An appointment shall be terminated at the expiration of a contract, unless it is renewed.
- b) An appointment shall be terminated by either party giving a written notice, of a period specified in the contract. Where INDEPTH decides to terminate the contract of staff member, it shall give a number of days' notice as specified below or by paying of salary for the equivalent period in lieu of such notice to the party so notified. However, the recipient party of the notice may waive the requirement of such notice.
 - For NRS staff heading sections – ninety (90) days' notice.
 - For NRS staff not heading sections – sixty (60) days' notice.
 - For support staff, including drivers, security and office maintenance staff –

thirty (30) days' notice.

- c) In the event that the employment of an employee is terminated and given the requisite notice that covers the length of period stated above, but the end of the notice period is not the actual end of the contract of employment of the employee, the employee shall be paid his/her salary and benefits for the rest of the contract.
- d) An employee's appointment may be terminated with notice or payment in lieu of notice where the employee's performance is determined to be unsatisfactory in accordance with INDEPTH's procedures for appraising performance. An employee whose work is unsatisfactory after an appraisal, shall be warned in writing in accordance with the following procedure:
- i. The employee shall be given a first written warning, which shall be entered in the employee's personnel file. He/she shall be informed in writing why his/her performance is unsatisfactory. The employee shall also be informed in writing what to do to improve on his/her performance. The employee shall acknowledge receipt of the pieces of information in writing.
 - ii. Where an employee's performance is adjudged unsatisfactory a second appraisal will be done at the expiration of 6 months after the appraisal in issue. If the employee's performance is still unsatisfactory, he/she shall be given a second warning.
 - iii. If, after the second warning, the employee's work remains unsatisfactory, he/she shall be liable to termination with notice.
- e) The Executive Director, on the advice of a disciplinary committee (see composition below), may terminate, without notice, the employment of an employee for any gross misconduct (see specific policy), such as theft/stealing, drunkenness on duty, insulting behaviour towards superiors and colleagues etc. (the list is not exhaustive) which renders the employee, unfit for employment in INDEPTH The Disciplinary Committee shall compose of the following staff:
- The Chair of the Administration Sub-Committee of the Board
 - The Administrative Manager
 - A representative of the managerial class
 - A representative of the non-managerial class
 - Solicitor of the INDEPTH

Procedure:

- The hearing of the Disciplinary Committee shall be done in accordance with the rule fair hearing.
 - The employee subject to disciplinary hearing shall be present throughout the hearing and shall be entitled to hear and respond to all accusations leveled against him by his accusers. He/she also be entitled to cross examine all persons who testify against him.
 - The employee subject to disciplinary hearing shall not be present when the Disciplinary Committee meets to consider its final decisions.
 - All transactions of the Disciplinary Committee including disciplinary hearings shall be recorded verbatim.
- f) Every employee shall be given a certificate of service upon termination of his/her appointment, unless the appointment was for a period of less than four (4) consecutive weeks, and unless the employee does not require this.
- g) If employment ceases by termination, dismissal, voluntary resignation, retirement or death, the employee/beneficiaries shall be paid the Pension fund contributed by the employee and the employer. These payments shall be authorized the Executive

Director and Head of Finance within 30 days of the staff member ceasing to be an employee of INDEPTH. However, the authorisation of payment shall only be made on condition that the staff member has discharged all obligations to INDEPTH.

- h) An employee's whose employment has been terminated as a result of any of the above, shall not communicate to any person, agency or organisation any confidential information known to them by virtue of their previous employment with the INDEPTH Network.

3. SUSPENSION

Where an employee has acted in a manner, which can cause or has caused serious harm to the work of INDEPTH, or has acted illegally, INDEPTH may, in addition to exercising its legal rights, suspend the employee without pay for up to one (1) month.

The employee shall be suspended only after the case against him has been heard by the Disciplinary Committee and the Disciplinary Committee has recommended that suspension is warranted under the circumstance.

The suspended employee shall return to work at the expiration of the period of suspension and shall continue to work under his/her terms and conditions employment in before the suspension.

A record of the suspension and the events leading to the suspension shall be kept on the personal file of the employee.

An employee aggrieved at his/her suspension is entitled to appeal to the Board which shall cause the matter to be reviewed by its Administration Subcommittee. The decision of the Board shall be final.

4. RETIREMENT

All employees shall normally retire at 60 years except where an employee is authorized by the Board to continue in employment beyond 60 years. Where the Board authorizes and employee to continue in employment beyond 60 years, the Board shall specify the terms and conditions under which the employee will work.

- 5. **BEREAVEMENT** Refer to the INDEPTH policy on bereavement.

6. DISABILITY

Where possible INDEPTH shall offer employment to persons with disability and these conditions and those prescribed under the Labour Act of Ghana would apply to the employee with disability.

Where a person with disability is employed in a satellite office outside Ghana, these conditions and the relevant laws of the country of domicile shall apply to the employee's employment.

7. PERFORMANCE REVIEW

- a) INDEPTH staff will be subject to bi-annual appraisals by their line managers.

The objectives of the performance appraisal are:

- i) To provide a regular formal meeting between supervisor and employee to review, discuss and register a summary of the employee's performance during the period in line with the expectations stated in the job description;
- ii) To provide the opportunity for the employee to communicate career aspirations and needs to the supervisor, where applicable, training and development requirements;
- iii) To provide INDEPTH's management with an overall view of the quality of existing personnel as a basis for preparing short and long-term human resources and training plans, and for identifying strong and weak performers;
- iv) To serve as an objective and fair instrument for rewarding employees according to merit.

- b) Employees will be appraised on the following points:

- job knowledge,
- technical skills,
- quality of work,
- work volume, initiative,
- dependability,
- adaptability and cooperation.

There shall be, for the purpose of standardising the Performance Review, a Performance Appraisal Form. This shall be completed by both the employee and his/her immediate supervisor. (See appendix)

- c) The result of the appraisal shall be communicated to each employee individually.
- d) An employee who disagrees with the performance review may raise the point of disagreement in writing to the Management Committee which shall decide the merit of disagreement. The decision of the Management Committee shall be final. The appraisals of senior staff shall be made available to the Board on demand by the Board.

8. MANAGEMENT OF STAFF

8.1 Hours of Work

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

- a) The official working hours shall be from 0800 hours to 1700 hours, with a one-hour lunch break, which may be taken any time between 1200 and 1400 hours, as mutually convenient for the employee and the supervisor(s).
- b) All employees shall work during the core hours of 0800 to 1700 hours, except during the allowed lunch break. If an employee's presence during certain hours is required for the efficient operation of his/her office, the employee's supervisor may also set some or all of the employees non-core hours, so that the employee must be at work also during the additional hours thus set.
- c) It shall be the responsibility of the employee who is unable, for any unforeseen reason, to report for duty, to notify the supervisor and the Administrative Manager as soon as it is evident that the employee will not be able to report to work. .
- d) Professional Staff: With the approval of a supervisor an employee may be granted the privilege of adjusting their working hours. Such approved flexi-hours will be communicated by the immediate supervisor to all INDEPTH staff members dependent on, or impacted by, the employee's work. To facilitate staff interaction, however, it is expected that staff members will be available during a core period of 1000 hours to 1600 hours. It is also recognised that scientific research and other similar activities cannot be conducted according to a rigid schedule.

All employees are expected to devote their time and energy necessary to fulfill the requirements of their appointment. Although this may require work outside of normal hours, INDEPTH does not expect that employees will routinely work outside normal working hours.. Professional staff members, whether internationally- or nationally-recruited, will not generally be compensated for work outside normal hours. However, at the discretion of the immediate supervisor, time off may be granted in lieu, in cases when prolonged work outside of normal hours is required.

8.2 Official Holidays

INDEPTH shall observe the official holidays of the Republic of Ghana which will be posted by the

Administrative Manager at the beginning of each year.
Employees who work in INDEPTH satellite offices outside shall observe the official holidays of the country in which they are domiciled.

8.3 Compensation for Overtime

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

8.4 Per Diem Rates

The current WHO per diem rates will be applied to staff excluding support staff for whom separate conditions apply. The rates are reviewed every year based on changes on the website of the WHO/UN per diem rates.

The per diem payment is applicable only for approved official trips, not for employees taking part in training and workshops. For employees on training programmes, special arrangements will be required especially regarding securing a suitable and reasonable accommodation. An employee attending INDEPTH workshops will be covered by workshop conditions.

8.5 Personnel Records

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

8.6 Dress Code

The preferred mode of dressing to work shall be formal: African or Western. On Fridays, dress may be smart casual.

8.7 Management Committee

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

9. LEAVE

9.1 Annual Leave

- a) Employees shall be entitled to twenty-five working days leave per year at a rate of two (2) days per month.
Earned leave shall be deferred only with the written authorization of the Executive Director and the deferment shall be done before the 31st day of December in the year in which the leave is earned provided that this limitation shall not apply to leave accumulated by way of compensation for overtime.
- b) Annual leave shall be requested in writing, on a prescribed form, and taken only when authorised and after consultation between the employee, his/her supervisor and the Administrative Manager as to its duration and timing.
- c) On January 15 each year, every employee shall indicate, on a prescribed form, his/her leave plans.
- d) On termination of employment, an employee shall be compensated for leave not taken.
- e) Leave may be carried over to the following year but shall be taken between January 15 and after February 28.

9.2. Maternity Leave

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

9.3 Special Leave

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

9.4 Sick Leave

- a) INDEPTH shall allow 1.5 days sick leave for each calendar month.
- b) It shall be the responsibility of the employee to notify the office immediately of any illness preventing him/her from reporting for duty. Under such circumstances, the employee must keep the office informed of his/her progress towards recovery.
- c) Illness in excess of two consecutive days must be supported by a medical certificate from a medical practitioner from a designated institution
- d) On resumption of duty an employee shall be required to fill in a prescribed form, and obtain approval for the number of days he/she was on sick leave.

9.5 Leave without pay.

An employee may be granted leave without pay where the employee has worked in a full time position for not less than three years.

Leave without pay:

- i) Shall be requested by the employee and recommended by the Administrative Manager and must be approved by the Executive Director;
- ii) Shall in general be approved only where the interest of INDEPTH shall not be affected by the leave / or in cases of a family emergency;
- iii) Shall not normally be combined with any other leave, and no other leave shall accrue or be credited during this period. However, in exceptional circumstances, the Executive Director may consider an application from an employee to combine annual leave with leave without pay.
- iv) An employee who is granted leave without pay and who resumes his employment on the expiration of such leave shall be reinstated in the position occupied by him/her at the time the leave without pay commenced, or in a comparable position without diminution in salary and benefits.
- v) The duration of leave without pay shall not exceed three (3) months.
- vi) During any leave without pay period, all monthly payments towards benefits (medical insurance, group insurance, etc.) to the employee shall be met by the employee.

10. EDUCATION

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

11. EMPLOYEE TRAINING AND DEVELOPMENT

Employees may be sponsored under the employee training and development programme provided he/she has worked for at least two years in a full time position with INDEPTH. INDEPTH shall finance staff development programmes geared towards promoting the self-improvement of employees and improving the quality of staff. INDEPTH shall, in pursuit of this objective, identify and support employees to pursue training and development initiatives that will:

- a) contribute to the improvement of individual performance;
- b) prepare an employee for more demanding assignments;
- c) assist an employee to cope with technological and organisational change.

An employee who has benefited from INDEPTH-funded training shall be obliged to work for INDEPTH for 2 times the number of years spent in the training after completion of his or her training, otherwise the employee shall be obliged to refund to INDEPTH pro rata the cost incurred by INDEPTH on his/her training.

An employee requesting assistance under this section shall prepare a training or development programme and discuss it with his/her supervisor. INDEPTH shall finance an employee's approved programme of training and development, for costs such as, but not limited to,;:

- i) Course costs of recognized professional degrees;
 - ii) Costs of approved, short-term, job-related courses;
- Training programmes shall preferably be taken after normal working hours, unless otherwise authorised by the Executive Director.

Training can take place either locally or overseas.

Approval for employee training shall depend on availability of funds.

12. Health Insurance:

Employees shall subscribe to the National Health Insurance Scheme in Ghana..

Employees in INDEPTH satellite offices outside Ghana shall similarly subscribe to the relevant Health Insurance schemes in their countries of domicile.

INDEPTH shall provide health insurance coverage for all its employees and their approved dependants with a reliable service provider.

Until a service provider is identified and a contract signed, INDEPTH shall operate an employer health fund from which health expenses of staff that are approved by the Executive Director or a senior staff member authorised by him, are re-imbursed.

Coverage will depend on a list of dependants for each staff member approved by the Executive Director.

13. Salary Advance:

To qualify for a Salary Advance, an employee should have worked with INDEPTH for at least one full year.

An employee may also be granted an interest free loan by INDEPTH. It is permissible for staff to have access to interest free loans.

An interest free loan shall repaid before the close of the financial year during which the loan was secured.

Based on the individual salary level, a staff member shall be entitled to a loan not exceeding 30% of his or her annual salary.

All salary advance and interest free loan shall be approved by the Executive Director, and must be settled within the financial year that it was approved.

14. Social Events

From time to time, Management will organise social events to encourage employees to interact on informal basis. Attendance is at the discretion of employees. However, all employees are encouraged to attend social events organised as part of INDEPTH's workshops and meetings, especially those held in Accra.

15. Newcomers to INDEPTH

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

16. Visitors to INDEPTH

The Administrative Manager shall be advised of visitors expected from overseas and provided with relevant supporting documents in advance, to enable processing of visas on time.

Other arrangements needed with respect to visitors shall be advised on time, especially for accommodation, transfers, etc.

INDEPTH Network

Administrative Manual

Version: February 2010

This version of the Administrative Manual shall be effective 1st February 2010 for 5-year period. However, the Board of Trustees shall review the manual at their convenience; the Secretariat shall be informed of any changes recommended by the Board. These shall be incorporated in the manual and made effective immediately thereafter.

I, the undersigned, hereby indicate that I have read and fully understood the INDEPTH Administrative Manual (Version).

Name:

Position:

Signature:

Date:

After signing, please return to the Administrative Manager.