

HUMAN RESOURCES AND ORGANISATIONAL DEVELOPMENT (HROD) POLICIES AND PROCEDURES

APPENDICES

JULY 2023

Contents

APPENDIX 1: Conflict of Interest Declaration Form.....	3
APPENDIX 2: Request to Create New Position/Recruit Temporary or Regular Staff.....	4
APPENDIX 3: General Guidelines to Temporary Employment Arrangements.....	5
APPENDIX 4: Consultancy Agreement and General Conditions Applicable to all Chitukuko Foundation Consultancy Agreements.....	6
APPENDIX 5: Grading Review Request Form.....	10
APPENDIX 6: House Rent Advance Form.....	11
APPENDIX 7: Emergency/Salary Advance Form.....	12
APPENDIX 8: Definitions of Duty Facilitation Allowances.....	13
Appendix 9: Leave Form.....	15
APPENDIX 10: Chitukuko Foundation HIV/AIDS & Terminal Illness Policy.....	16
APPENDIX 11: Format of Annual Performance Management Plans and Appraisals.....	21
APPENDIX 12: Promotion Policy and Procedures.....	22
APPENDIX 13: Certificate of Service.....	24
APPENDIX 14: Handover Notes and Checklist/Departure Clearance Form.....	25
APPENDIX 15: Procedure for Contract Renewal or Termination.....	28
APPENDIX 16: Employee Exit Interview Form.....	29
APPENDIX 17: Testamentary Instrument.....	32
APPENDIX 18: Personal Details Form.....	37

APPENDIX 1: Conflict of Interest Declaration Form

CONFLICT OF INTEREST DECLARATION FORM

INSTRUCTIONS: This form enables staff to disclose and document all perceived and/or potential conflicts of interest or conflicts of commitment thoroughly as specified by **Chitukuko Foundation** policy. It is to be completed on joining **Chitukuko Foundation** and any time a potential conflict of interest arises or a staff is unsure and wants clarification. Please type or print clearly.

Details of Staff Making Declaration:

NAME:

TITLE:

UNIT:

DATE:

EMPLOYMENT STATUS
(check one):

REGULAR: ☐ **TEMPORARY:** ☐

Staff are encouraged to describe in the space below all the facts and circumstances that they consider now or could shortly give rise to a real or apparent conflict of interest relative to their employment status with **Chitukuko Foundation**. Examples of such factors may include:

- An event or situation and context in which it occurs
- The nature of work
- The location of work
- Any personal or private interests that may directly or indirectly influence and /or benefit you or others
- Names of and/or your relationship with other parties
- The reason(s) you consider the situation may be considered by you or others as a conflict of interest

Attach any additional information if necessary.

Signature: _____ **Date:** _____

Send the completed conflict of interest declaration form to your line manager, copying the HROD and Administration Manager.

Confidentiality: Please note that this information will be treated as confidential and will not be disclosed to a third party without your consent unless authorized or required by law.

APPENDIX 2: Request to Create New Position/Recruit Temporary or Regular Staff

EMPLOYEE REQUISITION FORM

SECTION ONE			
Job for which Employee is Required:			Date Requested:
Unit:	Old Job ☐ New Job ☐ (fill Section two or attach Job Description)	Date and Period Required:	
Position status: Established ☐ Part time ☐ Other (Specify) _____ (fill section two for temporary or part-time if job is not part of establishment)			
SECTION TWO			
Minimum Education Qualification:-			
Summary of purpose of job:			
Required Skills, Knowledge and Competencies:			
1. 2. 3. 4. 5.			
Requisitioning Unit Head's Signature	Date:-	Executive Director's Authorizing Signature	Date
FOR HROD USE ONLY			
Date Received in HR:	Opening Date:	Final Filing Date:	Grade
Records:- Original HR Copy originator	Approved for Advertising ☐ or Headhunting* ☐	Requisition Number:	Salary

APPENDIX 3: General Guidelines to Temporary Employment Arrangements

 * Attach name(s) of candidate(s) or their Curriculum Vitae (CV)

GENERAL GUIDELINES TO TEMPORARY EMPLOYMENT ARRANGEMENTS

Each temporary staff will be given a contract of employment that specifies his/her remuneration and benefits. It will state that no other entitlements are due to the staff and also specify arrangements for its termination or renewal.

Entitlements for staff on temporary basis

Strict observance of the following section of the HROD Policies and Procedures:

- General information
- Disciplinary procedures
- Grievance procedures
- Security Policy and Procedures

Non-entitlements of Temporary staff

- Settlement allowances
- House Rent Advance
- Emergency/Salary advance
- Terminal benefits/gratuity
- Death benefits
- Staff Training and Development

Any form of leave entitlements, e.g. compassionate, or sick leave, shall be subject to the discretion of Line Management guided by the Employment Act.

APPENDIX 4: Consultancy Agreement and General Conditions Applicable to all Chitukuko Foundation Consultancy Agreements

NB: To be printed on headed paper



CONSULTANCY AGREEMENT AND GENERAL CONDITIONS APPLICABLE TO ALL CHITUKUKO FOUNDATION CONSULTANCY AGREEMENTS

Date:

.....
.....
.....

Dear,

CONSULTANCY AGREEMENT BETWEEN CHITUKUKO FOUNDATION &

Reference is made to discussions between **Chitukuko Foundation** and, (Consultancy firm) regarding a consultancy for.....

The specific terms of agreement for this consultancy, which may be amended subject to the written agreement of both parties, are as follows:

1. SPECIFICS OF THE CONSULTANCY

The specifics of the consultancy are to

2. APPLICABLE FEES

Chitukuko Foundation will pay total fees of as professional and administration fees.

3. MODE OF PAYMENT

Payment will be made by a National Bank of Malawi cheque in Malawi Kwacha.

4. TIMELINES

The assignment is expected to be done in days

5. MISCELLANEOUS EXPENSES

The only payments that CHITUKUKO FOUNDATION will make are as stipulated in this agreement.

6. OTHER GENERAL CONDITIONS

The attached general conditions which are applicable to all agreements by **Chitukuko Foundation** also apply to this agreement.

Please sign below and return one copy of this letter to confirm your acceptance of the terms and conditions of this agreement.

Yours faithfully,

**Executive Director
Chitukuko Foundation**

Date:.....

To be completed by consultant

I have read the terms and conditions of the assignment as set out in this agreement and I accept them.

Signed:

Name.....

Designation:

Date:

**GENERAL CONDITIONS APPLICABLE TO CONSULTANCY AGREEMENTS BY CHITUKUKO
FOUNDATION**

Chitukuko Foundation is a local non-governmental organisation that exists to contribute towards the progressive realization of the right to attainment of the highest possible education and the people's ability to apply knowledge and skills gained in education in their development and daily life. This is achieved through working with volunteers and in partnership with likeminded civil society organizations, donors and other partners working for the same cause at all levels.

WHEREAS **Chitukuko Foundation** intends to engage the services of the Consultant in accordance with the general and detailed specifications in the accompanying letter and associated terms of reference hereto

IT IS AGREED as follows:-

1. The effective date for this agreement unless otherwise stated in writing by **Chitukuko Foundation** shall be the date on which the last party or their duly authorized representative affixes their signature hereto anything to the contrary notwithstanding.
2. The Consultant agrees to supply the services in the manner and form specified by **Chitukuko Foundation** provided that **Chitukuko Foundation** may by notice in writing and make such variations to the services required and provided further that where such variations are made and the variations, in the singular opinion of **Chitukuko Foundation** constitute a major variation to the services to be provided, **Chitukuko Foundation** shall pay or undertake to pay the Consultant such further fees as may be reasonable having regard to the nature of the variation.
3. The Consultant shall at all times without delay disclose to **Chitukuko Foundation** the extent to which the Consultant has provided the services specified in the accompanying letter whether or not as a result of a request made by **Chitukuko Foundation**.
4. **Chitukuko Foundation** may make available to the Consultant **where necessary**, free of charge suitable materials, stationery, transport and working premises as it may identify in its absolute discretion and such other facilities as are necessary for the purpose of enabling the Consultant to perform his or her duties under this agreement.
5. The Consultant agrees not to divulge without prior written authorization of **Chitukuko Foundation** all nor any information relating to the organization, finances, processes, specifications and activities of and concerning **Chitukuko Foundation** and its funding partners.
6. **Chitukuko Foundation** shall pay the Consultants in accordance with the following terms:-
 - a. **Chitukuko Foundation** shall pay the Consultant such fees and operational costs as specified in the accompanying letter and if the fees are quoted in foreign currency the fees shall be payable in local currency at the prevailing bank rate endorsed by **Chitukuko Foundation** and such additional amounts as are from time to time payable to the Consultant by virtue of clause 2 hereof provided that **Chitukuko Foundation** may by

notice in writing determine that the fees and operational costs shall accrue on a daily basis and also determine the times at which payment shall be effected.

- b. **Chitukuko Foundation** may pay the Consultant a lump sum calculated as a percentage of the total sums to be paid upon completion of the consultancy as an advance payment to the Consultant provided that upon breach of any of the terms of this agreement notwithstanding clause 6(a) hereof the Consultant shall repay the sum so advanced upon demand by **Chitukuko Foundation**.
7. The ownership of and sole rights to any intellectual property acquired or developed in the course of, in relation to or in respect of the agreement whether or not registered or capable of registration shall be vested in **Chitukuko Foundation**.
8. If any of the following events shall have occurred and be continuing, **Chitukuko Foundation** may suspend or terminate the agreement:-
 - a. If the Consultant shall have failed to perform and observe any term or part thereof of this agreement.
 - b. As a result of events that have occurred after the date of the agreement, an extraordinary situation has arisen which in the opinion of **Chitukuko Foundation** shall make it improbable that the consultancy can be carried out or that the Consultant will be able to perform its obligations under the agreement.
 - c. If any report or representation made by the Consultant in pursuance of or connected with the agreement shall have been incorrect in any material respect.
 - d. In the opinion of **Chitukuko Foundation** the legal character, capacity, ownership or control of the Consultant shall have changed from that prevailing as of the effective date of this agreement so as to materially and/or adversely affect the ability of the Consultant to perform any of its obligations under the agreement.
9. No delay in exercising or omission to exercise any right power or remedy accruing to **Chitukuko Foundation** upon default of the Consultant shall impair any such right or remedy or be construed as waiver thereof or an acquiescence in such default provided that if there is any delay beyond the time limit for completion of the consultancy the Consultant shall pay liquidated damages at .002% of the contract price per day or part thereof for a maximum period of 20 calendar days.
10. All disputes, differences and questions of any nature which at any time arise between the parties out of the construction of or concerning anything contained in or arising out of or in connection with this agreement or as to the rights, duties or liabilities under it of the parties shall be referred to an arbitrator appointed in accordance with the Arbitration Act.
11. The laws that shall apply to the contract shall be those of the Republic of Malawi and the language of this contract shall be English.

Signed by Chitukuko Foundation:-

Signed by Consultant:-

Signature: _____

Signature: _____

Full Name:_____

APPENDIX 5: Grading Review Request Form

Full Name:_____

REQUEST FOR A REVIEW OF GRADING

JOB TITLE _____ REQUEST NUMBER _____
 JOB NUMBER _____ DATE OF REQUEST _____
 CURRENT GRADE _____ DATE OF GRADING _____
 UNIT _____ SECTION _____

REASONS FOR ASKING FOR A REVIEW (Please tick appropriate box)

NEW JOB

JOB CONTENT HAS CHANGED

JOB DESCRIPTION IS INACCURATE

GRADING APPEARS WRONG WHEN COMPARED TO A SIMILAR JOB

COMMENTS (Please explain the problem in a few short sentences)

The new/amended job description is attached for consideration

SIGNED _____

INCUMBENT NAME _____ DATE _____

SUPERVISOR _____ DATE _____

UNIT HEAD _____ DATE _____

APPENDIX 6: House Rent Advance Form

HOUSE RENT ADVANCE FORM

To: ED/FA/HROD

Name: _____ **Location:** _____

Grade: _____ **Contract Expiry Date:** _____

Please approve my house rent advance for the period of Months calculated as follows:

Month	Basic Salary	Advance Amount (20% of Basic Salary)
TOTAL ADVANCE		

If for any reason my service is terminated with **Chitukuko Foundation**, I agree that I will be required to pay any outstanding balance for the months served by deductions from my terminal benefits and/or direct reimbursement.

Chitukuko Foundation and I,(full name) **have agreed to these terms and conditions on this day of 2.....**

Applicant's Signature: **Date:**

Finance Unit Comments:

Verified by: **Signed:**
Date:

ED Comments:

Approved by: **Signed:** **Date:**

APPENDIX 7: Emergency/Salary Advance Form

EMERGENCY/SALARY ADVANCE AGREEMENT FORM

Important Note: Please attach written justification for the emergency advance's need

Chitukuko Foundation has agreed to pay MK.....being salary advance to me, (Full name) repayable inmonths' instalments to be deducted from the month ofand finishing the month ofat the rate of MK.....per month. I understand that if my employment services be terminated before my employment contract ends, any balance of the sum advanced to me will be deducted directly from my benefits or repaid through cash.

Chitukuko Foundation and I have agreed to these conditions on thisday of.....2.....(Year)

Indebtedness Calculations (refer to previous pay slip)

Salary after tax (MK)	
Current Advances (amount recoverable monthly)	
Proposed advance (amount recoverable monthly)	
Take Home Pay (THP) after proposed advance	
% of THP after tax to Normal THP (If less than 50% advance will not be granted)	

Applicant's Signature: Date:

Line Manager's Recommendation:

.....

Signature: Date:

VERIFICATION OF CALCULATIONS AND OBLIGATIONS BY FINANCE UNIT

.....

Verified by: Signed: Date:

AUTHORISATION BY HRODA MANAGER OR EXECUTIVE DIRECTOR

Approved/Not Approved by: (Name)

Signature: Date:

APPENDIX 8: Definitions of Duty Facilitation Allowances

DEFINITIONS OF DUTY FACILITATION ALLOWANCES

5.1 House Rent Advance

A house rent advance is given to facilitate staff's payment of rentals based on individual requests by regular staff. The formula for its calculation shall be amended periodically based on the cost of rental and **Chitukuko Foundation** income. Confirmed staff can request for up to 6 months' advance payment while probationary staff can get up to 3 months' advance on house rent. The house rent advance allowed is up to 20% of an individual staff's basic salary.

5.2 Leave Grant

A leave grant is paid to allow employees to pay for transport to their family homes, and cater for other social commitments etc. All employees shall receive a leave grant once annually when they access or have accessed 10 or more annual leave days and its payment is approved by the Finance and Administration/HRODA Manager. The leave grant is reviewed together with other allowances as necessary.

5.3 Resettlement Allowance

Staff on first appointment to their duty station will be provided with accommodation as per prevailing **Chitukuko Foundation** policy, and generally shall be on a full per diem for the first two weeks during which time they are expected to find their own accommodation.

Half per diem can be provided for a further two weeks if the employee has had genuine problems in accessing accommodation.

Chitukuko Foundation will make arrangements for transportation of personal effects on first appointment or on transfer to another area.

5.4 In Country Daily Subsistence Allowance (DSA)

Chitukuko Foundation will pay DSA to take care of accommodation & breakfast, and meals for any employee who goes out of their duty station to carry out authorized work and stays away overnight. Where a staff member is not staying overnight, **Chitukuko Foundation** will pay an amount to take care of lunch and dinner.

DSA and meals rates are set as required and will also be reviewed periodically as may be necessary.

For nursing mothers, a provision will be made on request for children up to **two years** of age. A nanny and the child traveling with the mother will be catered for on full board where the mother is on full board and no other payments will be made. If travel is on DSA basis, **half the rates** of the staff member shall be paid to cater each for the baby and the baby sitter.

5.5 Out of Pocket Expenses

When **Chitukuko Foundation** organizes an in house training or workshop, full board accommodation may be paid and an out of pocket allowance paid rather than a full per diem. The out of pocket allowance is reviewed annually.

5.6 Per Diem outside Malawi

Any employee travelling outside Malawi on business connected with the organization will be eligible for a per diem laid down by the inviting organisation.

A contingency allowance of US\$100 may also be given if appropriate, and must be accounted for immediately on return. The contingency allowance is to cover transport costs and incidentals.

The Executive Director has discretion to authorize payment of the contingency allowance or increasing it and also refund of any additional amount spent upon production of receipts.

5.8 Protective Clothing

Protective clothing will be provided to a member of staff based on the type of job and the need for those staff to operate with minimum problems and optimum safety.

5.9 DSA and Meal Allowances paid to Government Staff

Chitukuko Foundation will pay the same amount of DSA and meal allowances given to staff to Government Staff and others when they are engaged in activities organized by **Chitukuko Foundation** except where a different contract has been drawn. Only when the personnel contracted have used the rates for their office and are not exceeding **Chitukuko Foundation** rates, will those outside rates apply. The allowances will be reviewed together with other allowances.

Appendix 9: Leave Form



CHITUKUKO FOUNDATION			
		LEAVE APPLICATION FORM	
PLEASE PRINT CLEARLY IN BLOCK LETTERS and forward a signed original to FAO/HROD Unit at the end of the process			
1. STAFF MEMBER TO COMPLETE			
NAME		CONTRACT EXPIRY DATE	
POSITION			
UNIT			
	TYPE OF LEAVE (Tick)		
	Annual	Maternity	TOIL
	Study	Paternity	Unpaid
	Compassionate		
Contact details while on leave (Address and phone)			
Number of leave days available		NB. Carry over days are forfeited if not taken by end March of the following year	
Number of days now applying for			
Indicate below start and end dates of the leave applied for. If the leave will be staggered indicate the periods (Not more than 3 periods)			
From		To	
From		To	
From		To	
Balance leave days			
2. FINANCE AND ADMINISTRATION/HROD UNIT USE			
Comment			
Signature		Date	
3. AUTHORISING / LINE MANAGER'S USE			
Approved		Not approved	Tick where appropriate
Additional remarks			
Line Manager's full name			
Signature		Date	
Note: Submit application at least 7 days before commencement date of leave Leave grant is taken once and only when accrued days are 10 or more			



CHITUKUKO FOUNDATION HIV/AIDS & TERMINAL ILLNESS POLICY

1. Introduction

Chitukuko Foundation will ensure that all staff have access to appropriate psychological and legal counseling in relation to HIV/AIDS, TB or any terminal illness. All **Chitukuko Foundation** staff and their families should be provided with sufficient, updated information to enable them protect themselves from HIV infection and to cope with the presence of HIV/AIDS.

2. Principles

- ✓ **Chitukuko Foundation** seeks to avoid all forms of discrimination during recruitment in relation to HIV/AIDS.
- ✓ **Chitukuko Foundation** does and will encourage the proactive recruitment of People Living with HIV/AIDS (PLWHAs).
- ✓ Any member of staff wishing to declare his/her status may do so either through a counsellor or if they prefer through a member of staff with line management responsibility in **Chitukuko Foundation**.

3. Guidelines

HIV testing **should not** be a requirement for any process of recruitment nor should it be explicitly stated in the advertisement. The underlying principles are:

- a) **Chitukuko Foundation** staff with HIV or AIDS should be treated the same way as any other with a life threatening illness during the recruitment process.
- b) Staff with HIV should be treated the same as any other healthy employee in the organization
- c) There will be proactive recruitment of PLWHAs as continued employment including appropriate promotion and training opportunities
- d) Persons with HIV or AIDS should have the right to confidentiality about their HIV status in any aspect of their employment.
- e) Use of special folders and codes to disguise HIV/AIDS issues for individuals so that they are open to anybody.

4. Leave of Absence

Staff members with declared AIDS or any other terminal illness shall be granted a period of sick leave with pay. This will not exceed a period of three months with full pay and three months with half pay. The authority for this shall rest with the Executive Director or Finance and Administration Officer/Manager or his or her **delegated authority**.

5. Staff Education, Development and Training

- a) HIV/AIDS education should be included in all organization development plans and programs.
- b) **Chitukuko Foundation** will ensure that HIV status does not deter staff from accessing training and career development opportunities
- c) **Chitukuko Foundation** will ensure that staff training, induction and orientation specifically addresses HIV/AIDS and STIs policy, and includes in-depth discussion of peoples' worries and attitudes towards those living with HIV/AIDS.

6. Redeployment and Transfer

- a) Any staff member, who has declared their HIV/AIDS status, and becomes unable to work consistency in their position, will be re-deployed to a position and location more suitable to their condition. This redeployment will be subject to the valid advice of a qualified medical practitioner
- b) Such re-deployment will carry the existing salary, terms and conditions.
- c) All re-deployment or transfer should be preceded by counseling about issues to do with disclosure and followed by supportive counseling.
- d) Any re-deployment or transfer should be based on mutual agreement between management and staff concerned.

7. Sexual Harassment

- a) All persons have the right to resist any form of coercion and sexually motivated advances from their superior officers or staff members or partners.
- b) In the context of HIV/AIDS, sexual harassment and coercion becomes a life and death issue. Mechanisms for dealing with such issues shall be through established disciplinary procedures and/or other procedures laid out in the Anti-Sexual Harassment Policy.

8. Staff Welfare & Benefits

Chitukuko Foundation will promote, support and protect the wellbeing of its staff in the context of HIV/AIDS. Any staff member who declares her/his HIV/AIDS status will be assisted by the organization within these policy guidelines

a) **Prevention**

- ✓ Provision of information and education on the control of the virus should be made available at all times.
- ✓ Standard management and treatment: In working areas where there is any possibility of accident, first aid instructions should be prominently displayed explaining the universal precautions that need to be followed when dealing with blood.
- ✓ Provision of first aid: There should be proper training of staff to minimize hazards. Safe working conditions should be ensured and latex gloves should be included in all first aid kits. Adequate provision of condoms in all work sites should be a core requirement in the prevention of the spread of the virus. Staff should be educated to take the strictest precautions regarding all contact with blood and body fluids as potential risks.

b) Support:

- i) **Chitukuko Foundation** to provide psychosocial support in the form of counselling to those who are traumatized as a result of getting infected by the virus. Coping with losses due to illness calls for:
 - ✓ Improved management skills and capacity
 - ✓ AIDS education programs.
 - ✓ Provision of in-house medical facilities to reduce lost time due to illness.
 - ✓ Understudies/stand-by or contract workers
 - ✓ Widening the skills base of staff - through in-service training and development
- ii) **Chitukuko Foundation** will recognize as far as reasonably possible the problems associated with AIDS and reduce the work-related factors that increase the transmission of the virus. The organization will facilitate the provision of adequate working conditions and health care to ensure that these do not impact negatively on productivity.

9. Voluntary Termination

Any staff member, who has declared his/her HIV/AIDS status and is certified by a recognised medical practitioner as HIV positive, can request for voluntary termination of service. In such cases, a medical doctor will be required to certify the status of individual.

Staff members with AIDS or any other terminal illness will be advised to continue to work for as long as they are able to do so and enjoy the medical benefits. However, in the event where a staff member becomes unable to perform her/his duties and the staff member requests that his or her services be terminated, he/she shall be granted gratuity and terminal benefits.

10. Medical Support

Chitukuko Foundation will provide medical support to staff at all times if a staff member declares his/her HIV/AIDS status

Chitukuko Foundation will ensure medical support that is inclusive of essential drugs. Staff will be encouraged to get access to the free drugs (ARVs) supplied by Malawi Government in all health facilities.

11. Financing

Chitukuko Foundation as an organization is committed to ensuring the availability of financial assistance to all staff that have declared their HIV/AIDS status.

Information for financial assistance on the medical status of staff shall be kept confidential and shall not be used by management or any other party to affect any other aspect of the employment contract or relationship.

12. Monitoring

Chitukuko Foundation will ensure that it puts in place and uses a monitoring system that will measure the impact of HIV/AIDS-HR Policy in terms of Change; Cost implications; Health profiles.

Chitukuko Foundation recognizes that illness, death and the response or coping behavior of staff to HIV/AIDS will have adverse effects on the wellbeing of the organization. Coping is costly, and involves a diversion and alternative use of existing resources. It therefore reduces welfare of staff. It is hence important to estimate the size and distribution of the impact on the organization.

13. Working Environment

Chitukuko Foundation will provide insofar as is possible opportunities for chronically ill staff to undertake other work if their physical or mental condition makes their current assignment difficult or dangerous to themselves or to their colleagues.

Refusal to work with an employee with HIV/AIDS e.g. sharing an office, office facilities etc shall be regarded as a breach of the employment contract. In such situations, **Chitukuko Foundation** management shall have the right to institute disciplinary measures, including termination of employment, against such an employee.

14. Separation

Staff members with AIDS or any other terminal illness will be advised to continue to work as long as they can and enjoy the medical benefits. However, in the event where a staff member becomes unable to perform her/his duties and the staff member requests, he/she shall be granted gratuity and terminal benefits.

The employment of a staff member who absents herself/himself beyond the sick leave entitlement of six months in any twelve months' period shall be subject to retirement due to health problems.

15. Grievance and Discipline

If a member of staff informs another of his/her HIV status, this information shall not be disclosed to any other member of staff including FA/HROD staff and medical personnel without the written and express consent of the affected staff member.

Any breach of confidentiality shall be subject to disciplinary measures. This breach of confidentiality may include:

- a) Refusal to work with an HIV/AIDS person
- b) Discrimination and stigma based on perceived HIV/AIDS infection

16. Definitions

Terminal illness: The last stage in a fatal disease like Acquired Immunity Deficiency Syndrome (AIDS) that cannot be cured and the patient is seen to be dying as a result of having been terminally ill.

Openness: To frankly, honestly and openly talk of one's privacy relating to a life threatening illness like HIV/AIDS.

Certification: An official document from a recognised Medical doctor or a written statement submitted as evidence of a clinically tested process declaring an individual HIV positive.

Stigma: In the case of HIV/AIDS and/or any terminal illness, *stigma involves putting the individual in mark of shame or disgrace*. Persons in the work place affected by, or perceived to be affected by HIV/AIDS must be protected from stigmatisation by co-workers, the agency or the communities.

Discrimination: Discrimination entails treating a person or group of people differently from others because of their health status. There should be no discrimination against people with HIV/AIDS, as discrimination reduces morale and is counter-productive.

APPENDIX 11: Format of Annual Performance Management Plans and Appraisals



ANNUAL PERFORMANCE MANAGEMENT PLANS AND APPRAISALS FORM

PERFORMANCE APPRAISAL FOR PERIOD FROM.....TO.....

S. No.	Performance Objective (Job Description KPAs)	Strategic / Project / Departmental Plan Link	Accountabl e to	Performance Indicator	Achievements/Progress
		Staff Name			
		Designation			
		Department/ Unit			
		Location			
		Is this a matrix post?			
Comment on support received from peers:			Line Manager (Primary)		
			Secondary line manager (in matrix relationships)		
Comments on support received from Line Manager					
Appraisee's general comments:					
Line Manager's comments:					

Signature of staff member

Signature of Line Manager

Signature of Line Manager
* required in Matrix relationships

Date

Date

Date

APPENDIX 12: Promotion Policy and Procedures

PROMOTION POLICY AND PROCEDURES

A. PROMOTION TO A HIGHER GRADE

Standard recruitment and selection procedures apply. All posts will have clearly stated job descriptions and selection criteria. All upgraded or new positions will be advertised internally (*and simultaneously externally if appropriate*).

Internal candidates fulfilling the selection criteria will be interviewed and candidates meeting the required standards will be ranked in merit order.

The interview panel will seek references from a chosen candidate's line manager and preferably refer to Performance Appraisal reports prior to making an appointment offer.

B. PROMOTION WITHIN A GRADE/ACCELERATED PROGRESSION

This is progression upwards within a grade i.e. between sub grades or steps within a grade. Any recommendation to accelerate a staff member within a grade should be made by the Line manager to the ED and Finance and Administration Officer/Manager, whose role is to ensure that any such progression is consistent with **Chitukuko Foundation** standards and is based on a clearly stated rationale related to the job description. As this progression is not a promotion to a different job or to a higher graded position, it is important that the rationale has to be standardized across the organisation to avoid inconsistencies. The FA/HROD Manager will ensure commitment to equal opportunity and fairness practices are maintained.

The Line Manager should make their recommendation that a member of staff be moved to a higher step or sub-grade, having considered the full implications of this (including budgetary), in writing to the Executive Director for his approval, after the following procedure has been carried out.

Where a Line Manager has determined that the performance of a staff member warrants promotion within a grade the following procedure should apply: -

1. The Line Manager should advise the FA/HROD Unit of their intention to advance the staff member and their rationale. The rationale should be based on:-
 - Previous Performance Appraisals and ongoing staff supervision, which should indicate performance of a job well beyond expected plans, targets and standards. These appraisals would be expected to give evidence of:-
 - Commitment towards the stated job and the extra responsibilities repeatedly carried out.
 - Ability to perform well the increased responsibilities.
 - Demonstrated trustworthiness and professional attitude.

The Finance and Administration Officer should ensure the recommendation is consistent with procedure and practice to maintain consistency across the organisation. S/he should then endorse the rationale and process and advise the Line Manager to make their recommendation to the Executive Director after the formal interview of the recommendation which shall be accompanied by a re-written job description, clearly showing the extra responsibilities.

2. A formal letter should be by the ED/FAO to the staff member to discuss the recommendation to move the staff member within the grade explaining the supporting rationale and new salary scale
3. A copy of the letter should be held on the FA/HROD Unit file of the staff member.
4. The Finance and Administration Officer will make the necessary adjustments to salary.

APPENDIX 13: Certificate of Service



This form may be issued to signify termination of employment by the Finance and Administration Officer/Manager as proof of having been in the employment of **Chitukuko Foundation**.

In terms of the Employment Act, the reason for termination of employment must only be given if requested in writing by the employee. Completing a document in another format containing the same information is sufficient compliance with the employment regulation hence a general letter reference of employment would also suffice.

CERTIFICATE OF SERVICE

I

(Full name and designation of person)

Of

Chitukuko Foundation, a social development organisation in Malawi which is a Local Non-Governmental Organisation, P.O. Box 310, Salima, MALAWI

declare that

.....
(full name of employee)

.....
(Employee number

was in employment

from until

as

.....
(type of work/occupation)

On termination of service this employee was earning: MK.....

..... (amount
in words)

• per half day • per day • per week • per fortnight • per month • per Quarter

.....
Employer's signature

.....
Date

APPENDIX 14: Handover Notes and Checklist/Departure Clearance Form

HANDOVER NOTES

..... Unit

Reason for Handover:

Name of Handing Over Officer:

Date:

Why the Notes:

Provide Approved Annual Plan and Budget Document

Provide Plan Update

To date progress is as detailed below:

Activities

Progress

Key Contacts

Ad hoc Activities

Work not covered in the plan includes:

Take note of the following current:

General concerns

Exit concerns

Motivation levels

Positive behaviours encountered

Additional work

Details of Confidential information

Please ensure personal files are always under lock and key kept in a secure place

Also put electronic confidential information under passwords or marked file

Username and Password for database

e.g. HRIS log in name isand password is

Contact details

In case of the need for additional clarification I am available on

....., and email address

Key External Contacts

Notes Written by: _____

Full Name

Date

Notes signed off by: _____

Line Manager

Date

Notes Received by: _____

Full Name

Date



DEPARTURE CLEARANCE FORM

Names	
Job Title	
Department	
Last day of work	
Reasons for termination	

DEPARTMENT	ITEM CHECKLIST	REMARKS	CHECKED BY
LINE MANAGER	Documents		
	Handover Report		
	Office Inventory		
RESOURCE CENTER	Books		
	Other materials		
LOGISTICS	Private mileage		
	Others		
	Identity card		
	Leave Schedule		

HUMAN RESOURCES DEPARTMENT	Medical Bill		
	Exit interview		
FINANCE	Emergency /Salary advance		
	House Rent Advance		
	Welfare		
	Work Floats		
	Computers		
	Others- Stores		

APPENDIX 15: Procedure for Contract Renewal or Termination

PROCEDURE FOR CONTRACT RENEWAL OR TERMINATION

Normally a Line manager will keep details regarding the performance and development of staff in his/her unit which will enable him/her to make an informed decision regarding the staff's contract renewal or termination vis-à-vis broader **Chitukuko Foundation** objectives. Every line manager will be expected to keep a diary of contracts starting and ending regarding staff in their Unit and three months in advance, the Finance and Administration Officer/Manager will remind the Line Manager and concerned staff of the expiring contract.

Before the contract expiry date, the Line Manager will ensure an end of contract appraisal is done with the relevant staff, following which the Line Manager will send recommendations and forward to the Finance and Administration Officer/Manager of whether or not his/her staff's contract with the organisation should be renewed. Depending on issues arising from the appraisal report and the organisation at large, Finance and Administration Officer/Manager will consult with the Executive Director regarding whether a contract should then be extended, renewed or terminated. The Finance and Administration Officer/Manager will centrally manage all employee contracts. However, the Executive Director's decision on any employee contract renewal or termination will be final.

The Finance and Administration Officer/Manager will communicate to the staff concerned and to his/her Line Manager regarding whether the decision is to renew or extend or terminate the contract with reasons. This will be before the actual expiry day of the contract. It should be noted that the absence of communication whether to terminate or renew is regulated by the Employment Act which then assumes implicit renewal of the employment contract.

All **Chitukuko Foundation** employee contracts will be written following a standard format kept by the Admin/HROD Unit.

APPENDIX 16: Employee Exit Interview Form



EMPLOYEE EXIT INTERVIEW FORM (EEIF)

PURPOSE

The purpose of this form is to solicit opinion and gather information on human resources/organisation development and other general management issues that need redress and/or improvement.

No issue commented on would be taken up adversely in any way against the respondent. However, it is strongly recommend that all issues be addressed in a spirit of openness and honesty, to better guide **Chitukuko Foundation** in its management and HR/OD processes. Feedback on all exit interviews will be shared with Line Managers and others for improving the organization. **Please return the form directly to the FA/HROD Unit.**

Your taking a few minutes to respond to the questions below is highly appreciated. All answers will be held in strict confidence. Thank you.

EMPLOYEE PERSONAL DETAILS

Full Name: _____

Date engaged in **Chitukuko Foundation**: _____

Department/Function: _____

Job Positions held, Location and Dates, from earliest to latest:

Duty Station: _____

REASONS FOR LEAVING

Please check as many as are applicable to you.

☐	Found a better job in terms of payment
☐	Found a better job in terms of job content
☐	Found a better job in terms of location

☐	Dissatisfied with working conditions
☐	Problems with Supervisors
☐	Problems with Colleagues
☐	No respect in the organisation
☐	Just to change jobs
☐	Illness
☐	Marriage
☐	Dismissal
☐	Non-contract renewal
☐	Phase out / project closure
☐	Other (specify)

Please elaborate your reasons for leaving below

Would you describe your working relationship (with respect to both your particular job and your relationship with fellow workers) as pleasant or unpleasant?

Do you feel that your particular job was important and significant in the overall operation of **Chitukuko Foundation**?

Are there any particular practices or working conditions that either led to your decision to resign or that you feel are detrimental to a satisfactory working relationship?

If yes, suggest ways to eliminate them?

Are there any particular practices or working conditions that you feel are particularly beneficial to an effective working relationship that **Chitukuko Foundation** should maintain?

What did you like most about working in **Chitukuko Foundation**?

What did you dislike most about working in **Chitukuko Foundation**?

Please write any other comments you may have about **Chitukuko Foundation** in general below (You may use additional paper):

Signed: _____ Date: _____

THE LAST WILL AND TESTAMENT OF

.....

1. I, of
P.O Box /Private Bag, in the Republic of Malawi hereby **REVOKE** all
former Wills and Testamentary dispositions made by me and **DECLARE** this Will to be
my last Will and Testament.

2. APPOINTMENT OF EXECUTORS

I appoint the following people to be the Sole Executors and Trustees of this my Will and I
direct that it shall not be necessary for my said Trustees to find security for the
administration of my estate:

- ☐ Mr/Ms/Dr/Prof/ [Messrs].....(my).
- ☐ Mr/Ms/Dr/Prof [Messrs(my).
- ☐ Mr/Ms/Dr/Prof [Messrs(my).
- ☐ Mr/Ms/Dr/Prof [Messrs(my).
- ☐ Mr/Ms/Dr/Prof [Messrs(my).
- ☐ Mr/Ms/Dr/Prof [Messrs(my).

3. DECLARATIONS

- i) I **DECLARE** that I am a citizen of Malawi.
- ii) I **DECLARE** that in the interpretation of this my Will the expression
“Trustee” shall where the context so permit mean and include the Trustee
or Trustees for the time being hereof whether original or substituted but
shall not mean or be understood to mean or include beneficiaries.

- iii) **I DECLARE** that the term immovable property shall mean and be understood as all landed property owned by me at the time of my death whether specifically mentioned herein or not and irrespective of the nature and extent of title under which I shall own or hold the same.

4. GIFTS AND BEQUESTS

I make the following gifts and bequests to the beneficiaries and in the manner stipulated in the Schedule(s) attached hereto:

(I) FIRST SCHEDULE

Immovable Property

<u>Nature of Property</u>	<u>Title Number/location</u>	<u>Name of beneficiary(ies)</u>

(II). SECOND SCHEDULE

Motor Vehicles/Machinery (Capital Goods)

<u>Registration No./Identification Mark</u>	<u>Name of Beneficiary(ies)</u>

(III) THIRD SCHEDULE

Household Property

<u>Name of the Item</u>	<u>Name of Beneficiary(ies)</u>

(IV) FOURTH SCHEDULE

Institutional Money

<u>Name of Beneficiary(ies)</u>	<u>Percentage (%) (must add up to 100%)</u>

(V) Residual Property

Should I die leaving any property in respect of which I have not completely disposed of or completely skipped to dispose of by this Will or which having been bequeathed to any beneficiary, any such beneficiary pre-deceases me, any such property shall automatically devolve to my biological children and in the event that I should die without leaving any biological children, all property bequeathed to them by this Will shall automatically devolve to the children of my brothers and sisters provided that should my wife be alive then, she will get 20% of any such property.

5. DIRECTIVES.

- a) **I DIRECT** my Executors and Trustees to hold all my said property on behalf of my said beneficiaries from the time of my death until such time as my said Trustees would have completely administered my said estate to the last letter of this my Will and Testament.
- b) **I DIRECT** my Executors and Trustees that in the event of any of my said children shall predecease me and shall leave issue who shall survive me and attain the age of 21 (Twenty One) years then such issue shall take if more than one in equal shares absolutely the share which her/his or their parent would have taken had such parent survived me and should they predecease me without leaving any issue or successor in title thereof, all their shares shall devolve to my said brothers' and sisters' children absolutely.
- c) **I DIRECT** my Executors and Trustees to sale all the property I have bequeathed to my wife in the event my said wife predeceases me, and to share all the proceeds therefrom to my said children absolutely.

IN WITNESS WHEREOF I have hereunto set my hand thisday of
....., Two Thousand.....

SIGNED and **DECLARED** by the)

abovenamed)
as his last Will in the presence of both us present)
at the same time AND who in his presence and the)
presence of each other have hereunto set our)
names as witnesses)

Witness Signature:

Witness Name:

Address:

Occupation:

Witness Signature:

Witness Name:

Address:

Occupation:

APPENDIX 18: Personal Details Form



**CHITUKUKO FOUNDATION
EMPLOYEE PERSONAL DETAILS**

Please fill and return to HROD

Documentation: Original HR /Personal File
Copy Finance

Employee Status: Regular **Pay Rate:** Monthly
Casual Weekly
Part-time Daily

*Please insert/attach
employee's recent
photograph*

MRA TPIN (If any):

Surname: _____	Date of Birth: ____/____/____	Marital Status:
First Name: _____	Nationality:	_____
Other names: _____	_____	Male ☐ Female ☐
Position Title: _____		

Home Village: _____	Cell 1 _____
Traditional Authority: _____	Cell 2: _____
District: _____	Home Telephone: _____
Passport Number: _____	Residential Address: _____
Expiry date: _____	Town: _____
Nationality: _____	District: _____
	E- mail Address: _____

<u>EMPLOYMENT</u> Date of First Employment with Chitukuko Foundation: _____ Job Title: _____ Grade: _____ Department: _____ Starting Date of Current Contract: _____ End of Contract Date: _____												<u>PREVIOUS EMPLOYMENT</u> Start with most recent Company Name: _____ Date joined: _____ Date Left: _____ Job Title: _____ Reason for Leaving: _____ _____																							
<u>PREVIOUS EMPLOYMENT</u> Company Name: _____ Date joined: _____ Date Left: _____ Job Title: _____ Reason for Leaving: _____ _____												<u>PREVIOUS EMPLOYMENT</u> Company Name: _____ Date joined: _____ Date Left: _____ Job Title: _____ Reason for Leaving: _____ _____																							
Account Number: <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																								Bank Name: _____ Account Name: _____ Branch: _____											

<u>SPOUSE'S DETAILS</u> First Name: _____ Middle Name: _____ Surname: _____ Employer's name: _____ Employer's address : _____ District: _____ Cell /Tel: _____ Relationship: _____	<u>NEXT OF KIN</u> or In case of emergency contacts: (If not your spouse) Name: _____ Surname: _____ Contact Phone 1: _____ 2: _____ Relationship: _____
---	---

Highest Academic/Professional Qualification Starting with the most recent 1. _____ 2. _____ 3. _____	Date obtained and Name of Awarding Institution: 1. _____ 2. _____ 3. _____
Other Key trainings and date obtained: 1. _____ 2. _____ 3. _____	Other Key trainings/Certificates and date obtained: 4. _____ 5. _____ 6. _____

Declaration of Dependents:-	Relationship with	Date of birth
Use additional sheet if necessary	Employee	
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____

I declare that the information given is accurate and true. I understand that providing misleading or false information will disqualify me from employment or, if appointed it may result in my undergoing disciplinary action including summary dismissal.

Signed

Date.....