



Conservation Farming Unit

CONSERVATION FARMING & CLIMATE SMART AGRICULTURE

Human Resources Administration Policy Manual

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PURPOSE OF THE PERSONNEL POLICIES

This version of the HR policy Manual is an update of the 2013 edition which was developed through a process which included research on the policies of other similar organisations, and in consultation with senior management of CFU Ltd . These personnel policies aim to provide CFU Ltd employees with clear guidelines on employment terms and conditions of service, and general information on employee rights and responsibilities. CFU Ltd aims to provide a range of benefits designed to ensure that employees have good working conditions and are appropriately supported on matters of health and general welfare.

All staff are required to familiarise themselves with the contents herein.

These policies reflect the following general principles:

Consistency with the Law: *Personnel policies must be consistent with the laws of Zambia. The labour laws prescribe the minimum levels of compensation and benefits. Other laws define requirements on issues such as taxation.*

Reasonable compared with other organisations *of a similar size and type. Appropriate comparisons can only be made by looking at the total package of salaries, leave and other benefits of similar organisations. These shall be determined through a market survey conducted from time to time.*

Fair to all employees *and remain competitive within the local job market.*

Sustainable for CFU: *The policies do not create undue obligations which will be difficult to sustain in the future. These policies are therefore not solely based on what the current donors will allow, but are also in tune with similar organisations and within the Zambian labour laws.*

Scope of the Policies

These policies are an integral part of each employee's Employment Agreement and apply to all staff equally unless otherwise specified in individual Employment Contracts. If there is a difference, the conditions defined in the Employment contracts will apply.

It is the employee's responsibility to make sure they understand and abide by these policies. It is CFU's responsibility to ensure that these policies are applied equally to all staff, including senior management. These policies are subject to management review and approval with the board of directors.

These policies are effective from 1st April 2020.

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CFU Board Chairman

1.0 INTRODUCTION

The Conservation Farming Unit (CFU) was established in 1996 to research, develop and promote more productive and environmentally sustainable and Climate Smart conservation farming technologies suited to small and medium scale farmers. It is now recognised as a leader in Zambia and the East and Southern African region. It currently employs over 140 full time staff. To reach its targeted beneficiaries, CFU uses a “Lead Farmer” extension system engaging more than 2600 lead farmers.

This manual sets out the human resources administration policies that apply to all persons employed by CFU, including senior management. The human resources administration policies and procedures contained in this manual are set out under the following headings:

- i. Interpretation of terms*
- ii. Guiding principles*
- iii. Recruitment Policy and Appointments*
- iv. Obligations of Employees*
- v. General Conditions of Employment*
- vi. Leave Provisions*
- vii. Performance, Training and staff development policy*
- viii. Termination of Employment*
- ix. Amendment or Termination of this Manual.*

Other policies and procedures relating to discipline, business travel and use of institutional vehicles which form part of this manual are set out separately in the accompanying annexes, as follows:

- Annex A: Disciplinary and Grievance Procedure*
Annex B: Policies and Procedures Governing Business Travel
Annex C: Policies and Procedures governing Institutional vehicles

All employees will be engaged under the Employment Regulations contained herein, with any amendments which may be made thereafter from time to time in response to changes in the governing policies of CFU or Zambian Laws. In this regard, the CFU Board may, from time to time approve variations to the policies. In all such circumstances, the Board shall take into consideration any adverse impact of any policy measures on the existing employees of CFU.

2.0 INTERPRETATION OF TERMS

In this manual, the following words and expressions shall have the following meanings:

“Organisation” *means The Conservation Farming Unit limited (CFU);*

“Board” *means A body of elected or appointed members who jointly oversee the implementation of programmes financed by donors, development agencies,*

organizations and institutions, engaged in supporting the promotion of Conservation Agriculture (CA) and Climate Smart Agriculture (CSA) in accordance with the Articles of Association of the Conservation Farming Unit.

“Basic Salary” means the basic wage inclusive of taxes and exclusive of all allowances;

“Child” means offspring, legally adopted child or step-child under the age of 21 years or if over 21 years the child should be undergoing education at recognised institution;

“Employee” means a person on contract terms and conditions of service of the Conservation Farming Unit limited who has successfully completed a probationary period.

“Employer” means CFU limited as represented by the Board

Senior Management means heads of departments and the Chief executive Officer

“The Board of Directors” means the Directors of the CFU Ltd within the powers granted to it by the subscribers of the CFU as recorded by Patents And Companies Registration Agency.

“Calendar year” means calendar year from 1st of Jan to Dec 31;

“Financial year” means a period agreed by the CFU Ltd and donors for the purpose of budgets and audits.

“Registered Dependant” Means the spouse of an Employee and only one such spouse shall be nominated at any one time, plus the biological, stepchildren or legally adopted children of the employee up to the age of 21 years or if over 21 years the dependant should be undergoing education at recognised institution;

“Length of Service” means a period from the commencement date of the contract of employment currently being served to the end of the same contract as stipulated in the contract of employment.

3.0 GUIDING PRINCIPLES

The CFU Ltd exists to research, develop and promote more productive and environmentally sustainable agriculture and climate smart conservation farming technologies suited to small and medium scale farmers. This has made a notable contribution to the development of the agricultural sector in Zambia, as well as improve the livelihood of the small and medium scale farmers. In carrying out its activities, CFU Ltd will promote highest standards of credibility and integrity in all its technical outputs and the way staff of CFU relate to others.

The work undertaken by the CFU is primarily driven by the quality of the contributions of its human resources. In this regard, CFU Ltd recognizes that the attainment of its objectives requires that all employees perform their roles fully, comply with all rules and regulations and, deliver high quality service. In this regard:

- (a) *The General conditions of Employment set out by CFU Ltd will only apply to staff who comply with the terms and conditions contained herein and/or specified in the Contract of Employment.*
- (b) *CFU Ltd shall apply this Human Resources and administration Policy in a fair and consistent manner in accordance with its equal employment pronouncement for consistency across all staff while maintaining flexibility to respond to unique and individual circumstances.*
- (c) *CFU Ltd shall, from time to time, effect revisions to the General Conditions of employment in line with policy changes and national laws.*
- (d) *The conditions set out herein–under may not include some special provisions, which may be offered to all or some of the eligible employees in accordance with the actual grade in Contract of Employment.*

CFU has a grade structure, from CFU 1 at the highest to CFU 7at the lowest. A list of current grades for all jobs appears as an Appendix to this manual. The grading of jobs will be at the discretion of the Board. Appeals against grading may be considered in the first instance by Head of Department. Any changes shall however require the approval of the Board prior to being effected. For the purposes of interpreting the application of the General Conditions of Employment, the following classification of employee categories shall presently be used:

Head Office

<i>CFU Grade</i>	<i>Job Titles</i>
<i>CFU HO1</i>	<i>Chief Executive Officer</i>
<i>CFU HO2</i>	<i>Heads of Departments</i>
<i>CFU HO3</i>	<i>Accountant Logistics Officer Human Resources Officer Planning Officers Mechanisation Officers</i>
<i>CFU HO 4</i>	<i>Accounts Clerk</i>
<i>CFU HO5</i>	<i>Driver</i>
<i>CFU HO6</i>	<i>Office Assistant Security Guard</i>
<i>CFU HO7</i>	

Field

<i>CFU Grade</i>	<i>Job Titles</i>
<i>CFU F1</i>	<i>Regional Manager</i>
<i>CFU F2</i>	<i>Deputy Regional Manager</i>
<i>CFU F3</i>	<i>Senior Field Officers Farm Manager</i>
<i>CFU F4</i>	<i>Field Officer Admin Clerk (Regional)</i>

- (e) *The Contract of Employment is personal and confidential between the individual employee and CFU in matters specified in the contract.*

4.0 THE CONSERVATION FARMING UNIT LEGAL STATUS

The CFU was established in May 1996 under the Societies Act of Zambia, and later registered as a company Limited by Guarantee in 2013 to develop and promote the adoption of Conservation Agriculture, and Climate Smart Agriculture among small and medium scale farming communities in Zambia and the ESA Region.

The CFU is a Public Benefit Organization under section 41 of the Income Tax Act, Chapter 323 of the Laws of Zambia.

The subscribers shall appoint the board of Directors in accordance with the Articles of Association and the approved terms of reference (Board Charter) to provide company and programme oversight.

5.0 RECRUITMENT POLICY AND APPOINTMENTS

5.1 Recruitment Policies

Recruitment of personnel shall remain the prerogative of the CFU Ltd Board of Directors and as delegated, to senior management. In exercising this prerogative, the Board is committed to managing the organisational affairs with integrity and with highest ethical standards of fairness in dealing with applicants for positions in CFU Ltd. In this regard, the recruitment and appointment of personnel shall be guided by the following:

- (a) ***CFU Ltd is an equal opportunity employer.*** *This means that the organisation does not discriminate in the employment, development and advancement of any Zambian National or any legally employed foreign staff on the basis of tribe, sex, political affiliation, ethnic background, disability, social status or religion. CFU Ltd will however, give preference in employment, development, advancement and retention to properly qualified and capable Zambian nationals, over any foreign national. CFU Ltd also reserves the right to employ foreign nationals in key posts where the employment of such persons is expected to result in significantly higher levels of performance than from any Zambian National who may be available at that time.*
- (b) *Priority in the filling of vacancies in CFU Ltd shall firstly be accorded to serving employees with requisite qualifications. In this regard, all positions will be filled by way of promotion or internal redeployment unless, such skills and required experience are not available within the organisation and where external recruitment is the most optimal choice for meeting organisational objectives.*
- (c) *CFU Ltd discourages the employment of husbands, wives, or close relatives such as brothers, sisters, cousins, aunts, nephews, nieces, sons, daughters, uncles, or*

any blood relative of a serving employee. Where such persons are to be recruited, this will be under exceptional circumstances, such as where the skills needed are only specially held by such a candidate.

- (d) CFU Ltd expects employees to fit into their assigned positions within the organisation and obey lawful instructions from those to whom they are responsible.*

5.2 Recruitment Procedures

The recruitment process and procedures which will be followed in order to meet CFU Ltd recruitment and staffing objectives are outlined below. Any exception to the procedures set out below must be approved by the CFU Ltd Board.

- (a) The Chief Executive and the appropriate Manager will determine the need for an existing or new position in line with the approved budget. Where it involves the establishment of a new position, prior approval of the Board will be obtained.*
- (b) Where the vacancy involves a new position to be established, a job description will be prepared to aid its evaluation and placement in an appropriate CFU grade structure.*
- (c) All recruitment requests will be subject of a personnel requisition form being completed, approved by management and submitted to the Finance and Administration department (FAD) to activate the recruitment process. The FAD will cause for a job profile to be prepared and, with the prior approval of the Chief Executive officer, determine:
 - i. Procedures to guide internal advertising and review of applications;*
 - ii. Placement of external advertisements and process of reviewing applications and selection of candidates; and,*
 - iii. Circumstances where the involvement of external recruitment agencies will be required and ensure their Terms of Reference are prepared.**
- (d) If there are no suitable internal candidates within CFU Ltd, external recruitment will be triggered as guided above.*
- (e) Qualified candidates that have been short-listed after the review of applications will be invited for interviews convened by an appropriately appointed interviewing panel who will present their recommendations to the Chief Executive Officer. Written or practical test such as computer skills, writing ability, or agricultural field work may be conducted to determine relevant skill levels. Where necessary, a second round of interviews may be conducted. For field staff, the Regional Managers and the Human Resources Officer will be involved in all aspects of the recruitment process.*

- (f) *Prior to extending an employment offer to the preferred candidate, at least two applicant references will be checked by the Finance and Administration department.*
- (g) *An offer will be made to the candidate determined to be the most appropriate, based on the recommendations of the interview panel and the subsequent decision by appropriate management, in collaboration with Manager Finance and administration and the Chief Executive Officer. The Board will be involved in all aspects of the recruitment process of the Chief Executive Officer.*

5.3 Appointments

The CFU Ltd Board of Directors is ultimately responsible for all Appointments in the CFU. In this regard, all appointments shall be made by the CFU Ltd Board or as delegated, by the Chief Executive Officer or any officer of the organisation duly exercising the authority of the Board. In the interpretation of this provision, the Chief Executive Officer or a duly authorized officer of the CFU Ltd may sign Letters of Appointment, Confirmations, Transfers and Dismissals on behalf of the Board. Validity periods of appointment shall be guided by the following:

- (a) *All employees appointed to serve CFU Ltd shall be on agreed fixed Contracts of Service.*
- (b) *Employment shall be deemed to have commenced on the date the employee first reports for duty and is in receipt of Letter of Appointment signed by an authorised officer of CFU Ltd.*
- (c) *Upon taking up their position, the appointee shall be required to sign the Contract of Employment prior to being eligible for any benefits under the Conditions of Employment.*
- (d) *A new employee posted to a station outside their place of recruitment shall be entitled to one month basic salary as settling in allowance.*
- (e) *Similarly, the Contract of Employment shall be deemed to have terminated on the expiry date of that contract. Unless the contract of employment specifically states so, there shall not be an implied provision for a renewal of contract.*
- (f) *Consideration for the renewal and/or extension of contract will be at the discretion of CFU Ltd Board and, as delegated, by the Chief Executive Officer. Decisions and notifications on behalf of CFU Ltd will be made by the Chief Executive officer.*

5.4 Probationary Period

*All new employees will be subject to a **three (3)** months probationary period during which time the employee will be provided with an orientation to the work and operations of CFU Ltd. Prior to the completion of the probationary period, the supervisor will assess the quality of the individual's work and determine if they are suitable for continued*

employment with CFU Ltd. In the event that an employee is determined unsuitable for continued employment the employee will be released and have no further recourse.

- (a) While serving the probationary period, the employee will accrue annual leave but **may not** take any paid leave until after successful completion of their probationary period. The employee may however be granted time off or unpaid leave to attend to personal emergencies at the discretion of management.*
- (b) The decision to confirm or not to confirm an employee shall be made on the basis of a Confirmation Report/letter, which shall be prepared by the supervisor of the employee and approved by the functional head for further review by the Chief Executive Officer who may determine whether alternative actions should be addressed.*
- (c) The probationary period may be extended by a further period of **three (3)** months by management at its own its discretion or, based on the recommendation of the supervisor if they feel that more time is needed to assess the suitability of the employee for the position. In the case of unsatisfactory performance, CFU Ltd shall have the right to either terminate the employment, or to extend the probationary period up to three months and this shall be communicated to the employee in writing.*
- (d) The probationary period may only be extended for three (3) months on a one-off basis. If after the extension of the probationary period, the employee is still found unsuitable, their service with CFU will be terminated immediately without further recourse to another review or appeal.*
- (e) CFU reserves the right to terminate the services of a new employee on probation at any time without being required to give due cause subject to notice of termination of service of 24 hours. Equally, the employee serving on probation may terminate their contract with the CFU Ltd upon giving twenty-four (24) hours' notice without being obliged to give reasons.*

5.5 Transfers

CFU Ltd reserves the right to transfer staff from one duty station to the other. All CFU Ltd staff should therefore be willing and ready to work at any duty station. A one month notice will be given to the employee and CFU Ltd will pay the cost of this movement. A disturbance allowance equivalent to one-month basic salary will be paid. In an event that an employee requests for a transfer they shall not be entitled to disturbance allowance.

6.0 OBLIGATIONS OF EMPLOYEES

CFU Ltd shall make every endeavour to provide a conducive environment for the employee to carry out their work. This shall include providing: competitive conditions of service, office facilities, supervisory support, training and development.

By accepting employment with CFU Ltd, each individual employee shall also be obliged to observe at all times, CFU Ltd's professional ethos and uphold its reputation of providing high quality service. Implicit with this obligation will be an expectation that all employees will commit to working diligently and execute their tasks competently with due regard to the CFU Ltd 's performance standards. Set out below are the minimum standards to be expected from each employee of CFU Ltd.

6.1 The employee Rendering Full and Dedicated Service

- (a) Perform conscientiously, carefully and to the best of their ability, work assigned to them as per their job description, or any work that CFULtd may require them to perform;*
- (b) Attend work as scheduled, obey and comply with all lawful orders given by CFU Ltd;*
- (c) Observe all the rules, regulations and arrangements of CFU Ltd in force for the management of the organisation's property or for the maintenance of health, safety and welfare and good conduct of all employees and clients;*
- (d) Not engage in any other employment, during or outside normal working hours, without the prior express consent of CFU Ltd during their employment;*
- (e) Not divulge any confidential information or knowledge which they may acquire during their employment concerning the affairs or property of CFU Ltd, except in the discharge of their duties.*
- (f) Assist, as required, in the training and development of fellow employees;*
- (g) Be firm, but fair, in their dealings with CFU Ltd's clients; treating them with respect at all times;*

6.2 Employees as Representatives of CFU

Aligned to the above, CFU Ltd shall require all of its employees to specifically uphold the following:

- (a) All CFU Ltd's members of staff are required to appear and behave in ways that reflect positively on the organization.*
- (b) Staff may not make any public statements on behalf of CFU Ltd without prior authorisation from the Chief Executive Officer. The Chief Executive Officer is the official spokesperson of CFU Ltd. He/ She is the principal liaison person for all donors and cooperating partners.*

- (c) *In a professional public context, members of staff are required to give CFU Ltd's position and not their personal opinion.*

6.3 Professionalism

- (a) **With Other CFU Ltd Staff:** *In order to achieve the objective of CFU limited, all staff must work together effectively and are expected to demonstrate mutual respect and co-operation with their fellow employees. Personal differences should not be allowed to interfere with delivery of service to farmers and other stakeholders.*
- (b) **With Partners and Funders:** *Each partner is an independent organization. CFU Ltd needs good co-operation with each of its partners in order to achieve its own goals. Management and staff of partner organizations should always be treated with respect. Assistance should be provided in a true spirit of partnership with the goal of advising and facilitating learning, while not being overly directive in instances of differences in opinion*

6.4 Confidentiality of Information

- (a) *Employees may have access to information about the internal operations of CFU Ltd, partner organizations, staff or a client which the organisation possesses in order to carry out work. All such information must however be protected at all times and not to be disclosed to any other party without prior authorization of CFU Ltd.*
- (b) *Employees are also expected to exercise good judgment in safeguarding the confidentiality of all information about CFU Ltd. In this regard, CFU Ltd information, whether generated as reports or working papers shall be the property of CFU Ltd and must be protected.*

6.5 Participating in Political Activities

As a non-governmental agricultural organization, CFU Ltd has no political affiliations and must always remain entirely neutral on all political matters. In this regard, all employees will be expected to conduct themselves in a manner that ensures that CFU Ltd's integrity and independence is protected at all times. However, CFU Ltd also recognizes the rights of assembly and association that its employees are entitled to enjoy under the Constitution of Zambia. The right to belong to a political party may be enjoyed by all employees whilst taking due regard to the following:

- (a) *Any employee that engages in political activities in the CFU offices or while on CFU Ltd business elsewhere will be considered as promoting unacceptable behaviour.*

- (b) *Where an employee seeks to take up an elected office, such as Ward Councillor or Member of Parliament they should make a prior disclosure of this intention to the Chief Executive Officer. In the event that the Chief Executive Officer is involved ,prior disclosure of this intention should be made to the Board Chairperson . As a general guide, CFU limited shall apply the following conditions:*
- i. *Where the employee stands for elective office within a political party's structure, he/she may not wear that party's regalia or keep any materials, including documents within the office premises of CFU Ltd. He/she may not use company facilities, including motor vehicles, for any political party activity even where he/she is entitled to a personal-to-holder vehicle. Any breach of these guidelines shall be deemed as unacceptable behaviour and/or abuse of office.*
 - ii. *Where the employee stands for a political position, such as councillor he/she must take official leave from CFU Ltd during the period of campaign. Where he/she is elected as a Councillor, the provisions under I above shall still apply, and will require to take official leave when attending any Council meetings and all related activities, including official tours that involve taking time off from work. Where he/she exhausts his/her leave days, he/she shall take unpaid leave.*
 - iii. *Where the employee seeks to stand for parliamentary elections, the provisions under i. and ii. shall apply during the period when he/she is seeking nominations, campaigns, and elections. Where he/she is elected to Parliament, the employee will be expected to immediately resign from the employment of CFU Ltd.*

Where an employee is in doubt about what is acceptable or unacceptable behaviour associated with his/her involvement in political activities he/she should discuss his/her situation with a senior manager or the Chief Executive Officer.

6.6 Conflicts of Interest and Corruption

- (a) *CFU Ltd employees must avoid potential conflicts of interest and corruption. CFU Ltd's relationships and transactions with individuals outside the organisation must be conducted in a business-like and ethical manner. CFU Ltd employees should avoid getting involved in situations where they use their official position to achieve personal gain. The list below suggests some of the types of activities where employees should exercise caution and avoid being deemed as corrupt or acting in conflict of interest:*
- i. *In no circumstance shall an employee accept a monetary gift of any value that they may be offered from organizations/persons supplying goods and services to CFU Ltd or soliciting same.*

- ii. *It is common practice for clients and affiliates to offer tokens such as diaries, Christmas cards/hampers and related corporate branded gifts, to their associates. Employees may only accept corporate branded gifts. Any other types of gifts should be declined. Where this could be deemed impolite, such gifts shall be declared and handed over to CFU Ltd by the first working day when the employee reports to work. Decisions as to whether they may retain such gifts will be at the sole discretion of Management. In this regard, the Department of Finance and Administration shall maintain a register of corporate gifts received by employees that have been declared.*
 - iii. *Accepting any travel, living or entertainment expenses paid for themselves or members of their families by any person, organization, firm or corporation currently doing business or seeking to do business with CFU Ltd will be deemed an offence. An employee may only accept such an overturn after making a declaration and obtaining prior approval by the CFU Ltd.*
 - iv. *Having any personal financial dealings with any individual or business organization that furnishes merchandise, supplies, property or services to CFU Ltd will require the employee making declaration and obtaining prior approval of the Board . This includes arrangements to receive loans (other than bank loans), commissions, royalties, property shares or anything of value.*
 - v. *Accepting a salary, consulting fee or reimbursement of expenses for writing, speaking or other services rendered to another organization for work that is a normal part of the employee's employment with CFU Ltd. Any such payment shall be disclosed and surrendered to CFU Ltd in line with ii above.*
 - vi. *Misusing privileged information or revealing confidential data to outsiders shall be deemed as unacceptable behaviour.*
- (b) *Employees need to make known any affiliation they have with an actual or potential supplier of goods or services, recipient of grant funds, or organization with competing or conflicting objectives.*
 - (c) *Employees must recuse themselves from discussions and decisions on issues where a conflict of interest exists or may exist.*

6.7 Whistle blowing

- (a) *CFU Ltd will encourage whistle blowing. This is considered an important transparency mechanism to enable staff and other stakeholders of CFU Ltd to voice -concern in a responsible and effective manner without fear of reprisal. The policy is intended to assist individuals who believe that they have discovered malpractice or impropriety to report them*
- (b) *The concerns that could be raised would include;*

- (i) *Financial malpractice (i.e. breach of CFU Ltd financial procedures) or impropriety or fraud;*
 - (ii) *Procurement impropriety such as corruption.*
 - (iii) *Failure to comply with the statutes, rules or procedures of CFU Ltd;*
 - (iv) *Criminal activity;*
 - (v) *Improper conduct (bullying, harassment, bringing the organisation into disrepute), serious negligence, misuse of or deliberate damage to CFU property;*
 - (vi) *Unethical behaviour;*
 - (vii) *Conflict of interest which has not been disclosed; and*
 - (viii) *Attempts to conceal any of the above*
- (c) *Any person who believes that any of the above malpractice is being committed should report the malpractice to the Chief Executive Officer or Chairperson of the Board. The report should be made verbally first (as soon as it is discovered), and confirmed in writing later on. The reporter should disclose his/her name in the report but CFU Ltd guarantees that the name will not be disclosed to other people unless required by law. The alleged malpractice should be reported in detail including the name of the person alleged to have committed the malpractice, the time and place where it was committed and the nature of the malpractice.*
- (d) *Any disclosure made should be:*
- (i) *In good faith*
 - (ii) *In the belief that the information shows malpractice, and*
 - (iii) *Based on as much accurate information as possible.*
- (e) *The Chief Executive Officer or Board Chairperson will investigate all cases reported by Whistle blowers as quickly as possible. If after due enquiry the disclosure proves true, then disciplinary action will be taken against the offender.*
- (f) *The Chief Executive Officer may, at his absolute discretion, reward a whistle blower whose report has prevented a loss or has resulted in CFU Ltd recovering lost money, reputation or other resources.*
- (g) *In order to maintain the integrity of this mechanism, it is important that the name of the whistle blower is kept confidential for as long as is necessary. In addition, the whistle blower should be kept informed of the progress of any investigation and its eventual outcome. If a disclosure is found to be untrue, and*

it is found that the reporter raised the concern in good faith, no action should be taken against him/her.

- (h) However, untrue disclosures that are found by the organisation to have been raised frivolously, mischievously or maliciously or for personal gain may result in disciplinary action being taken against the whistle blower.*

6.9 Sexual harassment, exploitation and abuse

- (a) It is the employees' obligation to ensure that they do not engage in behaviour that would suggest or perceived to suggest sexual harassment, exploitation and abuse. By accepting to work for CFU Ltd, employees agree to uphold high moral values. The following are behaviours that would not be tolerated:*
- i) Unwelcome sexually determined behaviour (whether directly or indirectly). This behaviour could be physical or verbal*
 - ii) Sexual activity with children (persons under the age of 21) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not adequate defence.*
 - iii) Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited.*
 - iv) Sexual relationships with clients are strongly discouraged as these may undermine service delivery.*

6.10 Obligation to Furnish a Correct Record

At the time of application for employment, the employee is obliged to furnish the CFU Ltd with a correct record relating to their qualifications, abilities, and previous employment, financial and other matters that may have an impact on their being employed by CFU Ltd and should not withhold any information relating to their record. They should also supply current information of their dependents to be registered with CFU Ltd.

- (a) Where it is established that the employee withheld or misrepresented material information about their qualifications, previous work experience, criminal record and civil actions that have a direct or indirect bearing on their employment, shall be deemed to have abrogated their rights under the contract of service with CFU Ltd.*
- (b) Any such breach shall be considered as serious misconduct under the CFU Ltd's Disciplinary Code. CFU Ltd will exercise its rights to terminate the employment contract of the affected employee summarily.*

6.11 Disciplinary Action

*Disciplinary action shall be taken in accordance with CFU Ltd 's Disciplinary Code and Grievance procedures, the Employment Contract and the Employment Act. There will be **NO** exception to this provision.*

7.0 GENERAL CONDITIONS OF EMPLOYMENT

7.1 Remuneration Policy

The terms and conditions of employment offered by CFU Ltd will recognize the special needs of the organisation. To this effect, CFU Ltd undertakes to pay a remuneration package, which is sufficiently competitive to attract, motivate and retain the calibre of employees it requires for the successful achievement of its overall objective.

To this end, CFU Ltd will adopt a pragmatic approach to the structure of its remuneration package to reflect changes in both the external environment of the labour market, economic indicators and prevailing legislation as well as the internal environment related to organisation, individual and group performance, and job relativities.

In adopting this pragmatic approach however there will be an overriding principle to stay both within the spirit and the letter of the law affecting the payment of tax on the personal emoluments of employees. In determining a competitive package in terms of the labour market, the reference group shall be major donor funded agricultural and agribusiness organisations, and the market rates for particular occupational categories and/ or individual market worth.

It should also be recognised that CFU Ltd is funded by donors, whose continued funding is normally based not only on performance, but also on availability of funding from source. With this in mind, the budget - including future remuneration levels, will be set in accordance with the funding available, and CFU Ltd's continued relevance. Staff should therefore be aware that there is a direct link between their performance, funding levels and the reward they can expect to receive.

7.2 Management Services Agreements

CFU Ltd will sign Management Services Agreements with other institutions or companies for the provision of management and/or technical expertise whenever it is found necessary. These companies will be paid management fees for the services provided by these experts.

In making payment of management fees, CFU Ltd will always ensure compliance with the relevant tax, and other pieces of legislation applicable in Zambia. The revision of the

terms of these agreements will be negotiated on renewal, or if provided, according to the provisions of the agreement.

7.3 Lead Farmer Incentives

CFU Ltd uses a “Lead Farmer” extension system to implement its programmes. This is a system where the selected lead farmers are used to recruit and train other farmers. These lead farmers are remunerated by way of in-kind incentives such as bicycles vouchers discountable at nominated agro dealers . These incentives will be reviewed by management whenever necessary.

7.4 Salary Increments

*CFU Ltd’s salaries will be reviewed annually. A salary increment **may** be awarded. This award will be based on employee performance as determined by the performance appraisal process. This increment shall be awarded at the discretion of management on an individual basis subject to the employee meeting or exceeding the performance expectations. This salary increment shall also take into account the inflationary movements in the economy, as well as CFU Ltd’s ability to pay. Salary adjustments may also be undertaken as part of general review of conditions of service arising from recommendations from salary surveys which shall be conducted from time to time.*

7.5 Pay Day

CFU’s official payday shall be the 21st day of each month or the last working day before the 21st if the 21st is a non-working day.

7.6 Contract Gratuity

- (a) CFU Ltd shall pay to the employee a contract gratuity at the rate of **25%** of the annual basic salary for the contract period on completion of the contract. However, in the event that a confirmed employee dies, or is discharged, CFU Ltd will pay contract gratuity proportionate to the period served. In the case of resignation, an employee will only be paid proportionate to the period served. This rate is subject to revision in line with the market trends, and CFU Ltd ability to pay.*
- (b) No contract gratuity will be paid to employees separated through dismissal.*
- (c) The CFU Ltd will utilise the earned gratuity to recover outstanding loans, advances and losses caused by staff in the event of death, discharge, dismissal or resignation.*

7.7 Tax laws

CFU Ltd is committed to the observance of Zambian tax laws at all times. In this regard, CFU Ltd expects that employees will be obliged to pay all personal taxes due in Zambia. In the case of emoluments paid to the employee by CFU Ltd, taxes due shall be deducted at source and remitted to the tax authorities on their behalf.

7.8 Hours of Work

The normal hours of work shall be:

<i>Monday to Thursday</i>	<i>08:00 hrs - 13:00 hrs 14:00 hrs - 17:00 hrs</i>
<i>Friday</i>	<i>8:00 hrs - 13:00 hrs</i>

The activities of CFU Ltd however also involve field work that may be conducted outside normal working hours. The employee shall be expected to observe any such requirements for work conducted outside normal working hours.

7.9 Observance of Public and Christmas Holidays

- (a) All public holidays as per Public Holidays Act and any others nationally declared, shall be observed. These shall be considered as paid public holidays and shall not affect the leave days of an employee.*
- (b) CFU Ltd shall officially be closed for business from 20th December to 2nd January of the following year. In the event that these dates fall on weekends or public holidays, the Chief Executive Officer shall adjust this period accordingly. However management shall endeavour to have standby personnel for contact in an event of some key events happening over this period.*

7.10 Allowances

7.10.1 Acting Allowance

- (a) Acting Allowance shall be payable when an employee is formally requested to act in a position or grade higher than his/her substantive position/grade. An employee in an acting position shall be paid an allowance at the rate consistent with labour laws of Zambia.*
- (b) To qualify for Acting Allowance, an employee should perform duties in the higher position for not less than twenty-one (21) consecutive working days.*

- (c) *The maximum period for acting in a vacant position will normally be six months before confirmation upon successful performance or reversion to the substantive position or grade.*
- (d) *Employees may from time to time, be assigned to alternative functions in order to meet operational requirements. Such assignments are considered a normal part of employees' obligations and no additional payments shall be made in respect of work undertaken on this.*
- (e) *The Acting allowance must be approved by the respective the finance and administration department and will be put in writing.*

7.10.2 Overtime Allowance

CFU Ltd does not pay overtime. Staff who serve outside normal working hours will be given compensatory time. Prior permission should be sought from the immediate supervisor who shall seek approval from the finance and administration Department.

7.10.3 Subsistence Allowance/Per Diem - Local and International Travel

Staff may be entitled to subsistence allowance/per diem when they are required to travel on duty involving overnight stay. Refer to the Travel policy for details.

7.11 Other Benefits

7.11.1 Mobile Communication

The CFU Ltd shall provide one mobile phone and airtime to ease communication internally and with external partners. The amount of airtime shall be determined by management from time to time subject to availability of funds.

7.11.2 Salary Advances and Loans

- (a) *Salary advances shall be granted to an employee at management's discretion and is limited to cases of emergencies such as a family funeral or illness. The advance shall be interest free and up to a maximum of one monthly salary repayable over a maximum period of three months.*
- (b) *Small loans of up to three times monthly salary may be granted to an employee at management's discretion. These loans shall be interest free and must be repaid in full before the expiry of the employee's contract.*
- (c) *CFU **shall not** give any loans in excess of three months' salary of an employee to staff. However, management may facilitate, without any contractual commitment, for staff to acquire such facilities from reputable financial institutions.*

7.11.3 Housing

- (a) *The CFU shall Provide Accommodation for all its Employees or pay Housing Allowance at an agreed rate whichever it deems fit.*

7.11.4 Health and Insurance

- (b) *All employees, their spouses, and four biological or legally adopted children are entitled to membership with a private clinic of their choice so long as they remain within their annual entitlement. For this purpose, CFU Ltd only recognises one spouse, and the registered children should be up to the age of 21. Field staff should find a suitable medical clinic in their area of operation.*
- (c) *CFU Ltd will reimburse 100% for in-patient, professional services and medicines. Only claims supported by original detailed receipts and doctor's prescription will be accepted by the office.*
- (d) *CFU Ltd shall subscribe to reputable medical facilities or medical insurance schemes that will cover and reimburse for referral, inpatient, and outpatient professional services and medicines. Dental and Ophthalmic services are however excluded.*
- (e) *CFU Ltd will affect and maintain during employment, a Group Personal Accident insurance policy against the risk of the employee's death or injury by reason of accident to the employee, occurring whilst on duty.*
- (f) *CFU Ltd will contribute to statutory Bodies as required by the law.*
- (g) *CFU Ltd shall provide safety/protective clothing to entitled categories of employees based on the nature of work.*

7.11.5 Funeral Assistance

- (a) *When an Employee, their spouse or registered dependent child and biological parents die, CFU Ltd will pay a funeral grant to help in buying the coffin, transportation, firewood and wreaths. The amounts payable under funeral assistance which will be subject to regular review by the Board, are as follows:*

	Employee and Spouse	Registered Children, Dependant and Parents
<i>All Staff</i>	<i>K7,000.00</i>	<i>K5,000.00</i>

- (b) *The employee shall provide proof of death by providing either a death certificate*

from a medical practitioner, a police report in an event of a B.I.D. (Brought In Dead), or a letter from a Chief or Village Headman confirming the demise and burial of the deceased relation.

- (c) *If an employee dies, a nominated family representative shall inform the immediate supervisor or Administration about the death.*
- (d) *In the event of a death of an employee, Administration needs to advise the family about the conditions governing the payment of death benefits and request the following documentation;*
 - *Order of appointment of administrator*
 - *Medical certificate or cause of death/death certificate*
 - *Burial permit*
 - *Police report where applicable*
 - *Copy of the Late employee's National Registration Card/Passport*

The Commissioner of Oaths must certify all the above documents.

- (e) *Where the deceased employee leaves a Will in the custody of CFU Ltd, the Finance and Administration department will advise the family accordingly. Employees are encouraged to follow this practice to safeguard the welfare of their immediate family.*
- (f) *Where an administrator is appointed for an employee who died without leaving a will, CFU Ltd shall make out cheques/payments for those entitled for such portion of the estate as accrues to them by law.*
- (g) *The Finance and Administration department shall be notified of changes in employee's status at once for the purpose of updating records. Such information shall be supported by documentary proof.*

7.11.6 Professional Subscriptions

CFU Ltd will meet the cost of relevant professional membership related to the work for which the employee was contracted under CFU Ltd.

8.0 LEAVE PROVISIONS

8.1 Annual Leave Entitlement

- (a) *All categories of employees, regardless of job grade, will accrue annual leave of twenty-four (24) working days per annum. In computing these days, Saturdays, Sundays, and public holidays shall not be counted.*

- (b) *It is the Policy of CFU Ltd to let all employees take their annual leave. In this regard, an employee may not accumulate leave beyond the end of a leave year .*
- (c) *In special circumstances, leave, only up to 10% of the maximum annual accrued leave days may be carried over to the first quarter of the following year. However this may only happen through the prior agreement of the Chief Executive Officer through the supervisor.*
- (d) *Employees shall continue to accrue leave whilst on leave as if they were at work.*
- (e) *An employee may not be granted leave for a continuous period longer than their maximum annual leave entitlement.*

8.2 Granting of Leave

- (a) *Staff will be expected to take their annual leave each year. CFU Ltd will ensure that employees take leave as it is an appropriate form of support on matters related to health and general welfare. The taking of leave and period that the employee may be away on leave shall be subject to the convenience of the CFU Ltd and prior approval by management.*
- (b) *Leave will only be granted to employees who have completed their probationary period and have sufficient paid leave days accrued to their credit for the period requested.*
- (c) *Applications for leave of five days or more must be submitted to the employee's supervisor at least ten days in advance. Leave of less than five days must be requested at least five days in advance. In case of emergency, an employee may be granted leave by management at short notice.*

8.3 Leave Pay and Commutation

- (a) *Commutation of leave will ordinarily not be accepted. However; commutation of leave may be discretionary paid where it may prove difficult for the staff concerned to proceed on leave though such circumstances require the Finance and Administration manager's approval.*

8.4 Taking Leave Whilst on Notice of Termination

- (a) *All accumulated leave days must be taken within the period of notice of such termination, except in cases of summary dismissal where the employee shall be paid for the accrued leave days only.*

- (b) *If an employee terminates his/her contract having taken more leave days than they have accrued during the year, CFU Ltd will deduct payment in lieu.*
- (c) *In the event that a departing employee is indebted to the CFU Ltd, accrued leave days will be used to offset to indebtedness or part thereof .*

8.5 Maternity Leave

- (a) *Confirmed female employees (has been in service for at least six months) will be granted maternity leave on the following conditions:*

The total period of absence will not exceed Fourteen (14) Weeks on full pay against a medical certificate from a registered medical practitioner confirming the pregnancy. In the case of a multiple birth, maternity leave will be extended for a further period of four (4) weeks. In case of a miscarriage or still born child a period of six weeks leave shall be granted on full pay immediately after the miscarriage or stillbirth; and Where a female employee does not qualify for maternity leave, she will not be required to resume work within six weeks of bearing a child unless a medical Doctors certifies that she is ready to resume work immediately.

- (i) *This leave is exclusive of any other leave to which the employee is entitled and once the maternity leave is exhausted, an employee may take all or part of the accrued leave due. In addition, the employee shall be granted one (1) hour nursing time every working day, for a period of six (6) months from the date of birth of a baby, in accordance to the local labour laws. A three months prior written notification of the expected date of confinement must be given by the employee.*
- (ii) *If the employee, upon her return to work, is found to be medically unfit to resume her duties she will be treated in accordance with the rules governing sickness;*
- (iii) *On completion of the maternity leave the employee will return to her substantive position;*
- (iv) *An employee will only qualify for maternity leave at intervals of **two years** from the day following the last day of the previous maternity leave;*
- (v) *Where an employee fails to qualify for paid maternity leave by virtue of not meeting the criteria defined in clause (iv) above, CFU Ltd, may at its discretion, permit the employee to take annual leave as per entitlement up to a maximum of 6 Weeks.*
- (vi) *An employee receiving maternity benefits is not permitted to take employment elsewhere while on paid maternity leave.*

8.6 Paternity Leave

- (a) *Legally married male employees shall be granted Five (5) days as paternity leave upon birth of their biological child/children. The leave shall be taken within thirty days from the birth of the child.*

8.7 Compassionate Leave

- (a) *Any requests for compassionate leave will be subject to a maximum of;*
 - i) **Twelve** *working days in the event of the death of a registered immediate family member defined as spouse, parent, dependent child and or legally adopted children*
 - ii) **Five** *days in the case of an immediate brother or sister.*
- (ii) *Other requests for compassionate leave to attend to other matters pertaining to other relatives besides those mentioned above shall be decided on a case by case basis by the Chief Executive Officer*

8.8 Family Responsibility Leave

Staff are entitled to seven (7) days leave of absence with pay as family responsibility leave per year to attend to serious illness of an immediate family member such a Parent, Spouse, child or dependant or other justifiable compassionate ground.

- (iii) *CFU Staff are entitled to three (3) days Leave of absence per year with pay to attend to matters relating to the Health, Education and care of a child, spouse or dependant.*

8.8 Mother's Day

- (a) *Female employees shall be entitled to one day's leave of absence in every calendar month without any explanation whatsoever.*

8.9 Sick Leave

- (a) *All paid sick leave has to be supported with a leave application form, which has to be submitted to CFU Ltd within two working days of employee's return to work. The period of sick leave shall not affect any other leave the employee is entitled to.*
- (b) *Sick leave may be granted to an employee:*
 - (i) *Who is ill or injured.*
- (c) *The following limits allowable for paid sick leave shall apply:*

- (i) *Full pay for the first 90 calendar days*
- (ii) *Half pay for the subsequent 90 calendar days*
- (d) *Sick leave within the above entitlement may be granted to an employee on production of a certificate by registered medical practitioner. The certificate should confirm that the employee is unfit to discharge his or her duties and also specify the period of leave applied for and that it was necessary for the recovery of the employee's health.*
- (e) *An employee, who has exhausted his or her sick leave provisions, may be granted paid annual leave from the days due to him or her in lieu of unpaid sick leave. However, when such sick leave and annual leave is exhausted the employee may at the discretion of CFU Ltd be medically discharged immediately or remain on unpaid leave of absence for a further period not exceeding 30 calendar days and then, be medically discharged if still not certified fit for work by a medical practitioner*
- (f) *If an employee falls sick during annual leave, the days of illness may be charged to sick leave instead of annual leave, upon presentation of relevant documents.*

8.10 Leave of Absence/Unpaid Leave

Leave of absence, without pay may be granted for some serious circumstances such as: serious illness or injury in one's family, further education which is relevant and beneficial to CFU Ltd but cannot be sponsored, participation in important Government service, for staff not entitled leave in line with 8.5

Leave of absence shall be approved by the Chief Executive Officer or the board chairperson.

8.11 Study Leave

*Sponsored employees will be given paid study leave in accordance with the provisions of their sponsorship, while those employees who are self-sponsored, but pursue studies which are relevant to their jobs shall be given 10 days per semester paid leave during examination time provided they advise the **Human Resources Officer** on commencement of the course.*

9.0 PERFORMANCE, TRAINING AND STAFF DEVELOPMENT POLICY

9.1 Policy Statement

CFU Ltd recognizes that its employees are the most valuable of its assets and that the successful attainment of its objectives is directly related to the quality of its staff; their

expertise and commitment. Towards this aim, CFU Ltd is committed to staff development in order to enhance the contribution of all staff in pursuit of its overall objectives.

All staff shall have equitable access to training and development opportunities, appropriate to their role and development needs. In this regard, CFU Ltd shall make every effort so far as resources permit, to ensure that all staff are able to develop personally and professionally through investment in staff training and development as part of its overall human resource management and development strategy. This training policy therefore forms the framework upon which all training requests shall be considered. This policy is therefore designed to support and promote optimal operational efficiencies in the achievement of CFU Ltd's objectives by:

- i. Providing a framework of aligning staff training and development activities with CFU Ltd's objectives;*
- ii. Enabling all staff to update and extend their knowledge, skills and experience to make them more effective in the jobs they perform;*
- iii. Enhancing job satisfaction and motivation so that staff may contribute fully to the attainment of CFU Ltd's mission;*
- iv. Assist in the development of strategies to ensure effective succession planning;*

9.2 Key Guiding Principles

Key principles underpinning staff training and development are aimed at instilling, in both management and staff, a sense of focus on the needs of CFU Ltd. The relevance of the training, and the transparency in the manner that this training is provided is therefore important. In this regard, the following guiding principles shall be observed:

- i. CFU Ltd shall endeavour to employ persons that are suitably qualified and experienced who will be required to meet the expected performance standard with basic orientation;*
- ii. Where there is a conflict of interest between the perceived training and development needs of any employee and CFU limited, the needs of CFU Ltd shall always prevail;*
- iii. When employees enjoy any CFU Ltd sponsorship for training they continue as serving employees of CFU Ltd and therefore bound by the provisions of their contract of employment, the disciplinary code and the provisions of this training policy;*
- iv. Continued sponsorship on any programme shall depend on employees diligently pursuing their studies and succeeding in their course requirements and examinations;*

- v. *The successful completion of any course of study or the acquisition of any additional qualification at any level, whether through sponsorship by CFU Ltd or the employee, shall not necessarily result in any change of job or promotion. Such decisions shall be made strictly on the basis of availability of an appropriate vacancy on the establishment and the individual meeting the stipulated performance criteria; and,*
- vi. *Persons who are selected and benefit from sponsored training either directly by CFU Ltd or collaborating organizations shall not be deemed to have broken their service with the company. They shall however be bound by the terms of the CFU Ltd sponsorship or release to undertake externally sponsored study as to the minimum period they would be required to serve CFU limited after completion of training without facing financial penalties.*

9.3 Performance Management

Performance Management is designed to be much more than a new appraisal scheme. It is meant:

- (a) *To give staff a clear idea of what they need to achieve and how their performance will be assessed*
- (b) *To give feedback to the supervisor on staff performance and expectations.*
- (c) *To make staff work objectives be a part of everyday life, rather than once a year subject for discussion*
- (d) *To help staff to build their skills through on going coaching and support.*

9.4 Performance Management Process

9.4.1 The Annual Performance Plan

Each financial year, everyone will typically have one formal performance management meeting with their supervising officers. This would normally take place at the end of the financial year, when the final performance review is undertaken. At this meeting each member of staff's target for the coming year will be discussed with the supervisor. They will also discuss standards expected as well as areas of development and support that they require. This will form a performance plan.

9.4.2 The Annual Review

The Annual Review will take place in the same meeting as the development of an individual annual job improvement plan. Performance for the past year will be measured

against the objectives agreed in the performance plan. For technical staff this review may include formal tests.

9.4.3 Performance Assessment

Salary increases will be based on this assessment as well as on inflationary movements. The performance assessment will fall into one of the following categories:

5	Exceptional Performance
4	Exceeding Expectations
3	Meeting Expectations
2	Below Expectations
1	Under Performance

9.4.4 On- Going Coaching

The series of meetings between the employee and his or her boss should be backed by on-going coaching and support to ensure that the employee has the appropriate skills, practical experience and other desirable attributes to achieve their agreed work targets. This will also ensure that staff get;

- a) Frequent feedback from, not only their bosses, but also from peers and/or friends and subordinates on how they are performing.
- b) On-the-job advice and coaching from their Supervisors.

10.0 TERMINATION OF EMPLOYMENT

Either CFU or the employee may, at any time, without prejudice to the provisions of these Terms and Conditions of Service and the labour law terminate the service of the employee, or the employee may terminate his or her employment with CFU Ltd.

10.1 End of Contract

- (a) Contracts may be terminated through expiry of the contract by either party not wishing to renew the contract. If CFU Ltd does not wish to renew an employee's contract, it will inform the employee in writing two months before the end of the current contract while the staff member will give CFU Ltd one month's notice.

- (b) *In all cases, exit interviews will be carried out, by the of Finance and Administration department (FAD) in order to establish the reason for leaving and the employee's view of CFU.*
- (c) *On the last day of employment, the member of staff shall be required to return all the CFU Ltd's property. An employee leaving the services of CFU Ltd may not reallocate office equipment to other employees.*

10.2 Resignation and Discharge

Employment may be terminated by Management giving two months' notice to the employee or the employee giving one month's notice to CFU limited. However, CFU Ltd may terminate the contract without giving notice in which case CFU Ltd will pay the employee two month's salary in lieu of notice. In the case of the employee terminating the contract without notice, he/she shall be liable to pay CFU Ltd a sum equal to one month's salary.

10.3 Summary Dismissal

Management may dismiss an employee summarily, except for the Chief Executive officer, (which would require the authorisation of the Board) if the employee is guilty of misconduct. However, such action will only be taken in conformity with the provisions of CFU Ltd's Grievance and Disciplinary Procedure. As stated in Clause 6, the dismissed employee forfeits the entitlement to any gratuity.

10.4 Recovery of Outstanding Financial Commitments

On termination of employment CFU Ltd shall recover from the employee all outstanding contractual financial commitments from his/her last salary and terminal benefits such as leave days and gratuity. Provided there is no arrangement made with the bank for the continued recovery of outstanding bank loans, CFU Ltd shall also recover any outstanding bank loans if CFU Ltd guaranteed or facilitated the acquisition of such a loan

10.5 Retirement on Medical Grounds

The employee may be retired on medical grounds where CFU Ltd is furnished with medical evidence from a certified medical practitioner that the employee is incapable of discharging the duties of his office by reasons of illness or other incapacitation and that such an illness or incapacity is likely to be of long duration. An employee leaving service on medical grounds shall be entitled to three months of basic pay for each year served.

10.6 Redundancy

- (a) *Redundancy shall mean and denote job losses in consequence of contraction of operations, organization or restructuring. Employees declared redundant will be*

entitled to their normal period of notice or pay in lieu of notice. All redundancy notices will be in writing.

- (b) *Management will endeavour to find alternative employment within CFU Ltd before declaring an employee redundant provided always:-*
- (i) *Where an employee rejects an offer of an alternative job at a lower grade such employee will have their employment terminated and shall receive redundancy compensation;*
 - (ii) *An employee accepting an offer of an alternative job in a lower grade will be remunerated at the rate to be agreed with management.*

10.7 Ex-gratia Payment.

CFU limited may make an ex-gratia payment to an employee who has devotedly served the organisation at any time in the course of the employee's tenure of service. Such a payment will be authorised by the Chief Executive officer or Board Chairperson.

10.8 Repatriation

- (a) *An employee together with his /her family, shall be repatriated by CFULtd to the employee's place of recruitment within 14 days of receipt of his or her full and final terminal benefits if the employee:*
- (i) *is discharged on medical grounds;*
 - (ii) *is declared redundant;*
 - (iii) *expiry of contract and it is CFU Ltd which decides not to renew.*
 - (iv) *dies in service.*
- (b) *In the event that CFU Ltd fails to repatriate a former employee's family within the stipulated time, the employee may obtain three quotations and CFU Ltd will pay the transporter who provides the lowest quotation. No repatriation will be provided to employees who are separated on disciplinary grounds or resignation.*

11.0 AMENDMENT OR TERMINATION OF THIS MANUAL

- (a) *These conditions of service shall not be terminated or amended unless:-*
- *CFU Ltd ceases to function legally.*
 - *Certain clauses are found to be in conflict with the law.*

- (b) When any of the terms and conditions contained in this manual shall be varied or amended, management shall notify staff on the intentions to do so in writing and in advance.*
- (c) In an event that the amendments do substantially change the contents and form of this manual, the CFU Ltd board shall have to approve such amendments. In any other cases, the Chief Executive director, in consultation with senior management shall have the authority to make such amendments.*