



PSM CHARITY

**Human Resource Policy Manual
(HRPM)**

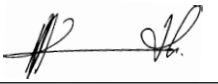
October 2022

Welcome

Congratulations on your appointment and welcome to the team at PSM! We are excited that you have decided to join us and look forward to a long, happy and successful partnership together. Our overall mandate is to Empower Children and women. You have been hired because we believe you can help us to deliver this mandate. We want to ensure that your interactions with other PSM employees and our culture will reflect the value that PSM places on delivering on this unique statutory mandate.

The purpose of this Manual is to introduce you to PSM, give you some information about our history', our clients and what we do. You will also find information about your terms and conditions of employment, our expectations of your behavior and compliance of PSM policies and procedures. This Manual should be read in conjunction with your Contract of Employment.

This Manual is by no means an exhaustive guide to your employment with us. It has been developed to act as a resource and reference for you. The policies within this Manual are easily listed and easily accessed via the contents page. This Manual will be updated as required. You will be notified of any changes as they occur. If you have any questions about the content, please do not hesitate to contact the Human Resource Directorate.

Sign 

Kinene John Mutyaba
Chief Executive Officer

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Acronyms and Key Words

Acronyms

PSM:	PSM CHARITY
NGO:	Non-Government Organization
CEO:	Chief Executive Officer
HRPM:	Human Resource Policy Manual
HR:	Human Resource
TMT:	Top Management Team
PIP:	Performance Improvement Plan
DHR:	Director Human Resource
OSH:	Occupational Safety and Health

Key Words

In this manual, unless the context otherwise, states, the following Key Words shall have the meaning as therein defined:

Appointing Authority: The PSM Board of Directors

Abuse of Office: Action by an employee who does or directs to be done an arbitrary act prejudicial to the interests of PSM Charity and includes abuse of the authority of their office.

Abscondment: Absence from duty without permission or reasonable cause, for a period of 5 consecutive days or more.

Aggression: Act(s) of violence with or without provocation, or hostile behavior, readiness to confront another person or group of persons.

Allowances: Monetary or other benefits enjoyed by a staff member over and above their salary.

Annual Leave Cycle: The period of 12 months' employment immediately following an employee's commencement of employment; or the completion of that employee's prior leave cycle.

Appointment: The formal engagement of a staff in the service of PSM in accordance with the law and the HRPM.

Board of Directors: PSM Charity Board of Directors.

Calendar Year: The period commencing on the 1st day of January and ending on the 31st day of December of a given year.

Career Development: Career Development is the process by which staff Members progress through a series of stages each characterized by a different set of development tasks, activities and relationships.

Career Progression: The upward movement of an employee in their career of choice.

This may be within the same or as a result of changing careers. In PSM career progression shall involve the undergoing of an internal interview to a higher position, in line with defined criteria/ specifications.

Child: A person below the age of 21.

Chronic illness: Any disease that is long lasting or recurrent. This is usually for more than three months.

Conflict of interest: Real or seeming incompatibility between one's private interests and one's public / official or fiduciary duties.

Confidential information: Information that has not been publicly disseminated and is otherwise not available to the general public.

Contract of service: Any contract of service where a person agrees, in return for remuneration, work for PSM.

Day: A calendar day unless otherwise specified.

Probation:

Dependant Relative: A member of the employee's family who substantially depends

on that employee for their livelihood and is limited to spouse, parents, and children (biological and legally adopted).

Director: A person designated by the Board of Directors and the Chief Executive Officer to head a Directorate and to ensure that the sCharity Directorate performs to the expected level and also to achieve set short- and long-term objectives.

Disability: Physical or mental impairments that do not necessarily render a person incapacitated for employment.

Dismissal: The discharge of an employee from PSM for committing verifiable misconduct or indiscipline including summary termination and termination with notice.

Discrimination: Treating an employee differently from others to their disadvantage, and includes discrimination by gender, ethnicity, religion, political affiliation and others.

Embezzlement: Stealing money, materials, equipment, scrap or other valuable PSM resources to which the employee has access by virtue of his/her office.

Employee Staff: Any person who has entered into a contract of service with PSM with 6 months and above.

Employer: PSM Charity

Equal Opportunities: The practice of treating employees and others without discrimination, especially on the basis of sex, ethnic origin, tribe religion, race, color political affiliation, national or social, health status, social or economic standing or disability.

Grievance: Any injustice, dissatisfaction, disagreement or perceived injustice by an employee in relation to his/her work situation, peer-to-peer relationships, the supervisor, and management's decisions that affect an employee and gives ground for a complaint.

Gross misconduct: Breach of the Laws of Uganda, any gross violation of the

Ministry's core values, code of conduct, policies, procedures and cases of repeated infringement of the disciplinary code, to such a degree that continued employment of the employee is intolerable.

Examples of cases of Gross Misconduct are listed in this HRPM

Harassment: Words, conduct or action which are persistently or repeatedly directed to a specific person that annoy, alarm or cause substantial emotional distress to that person and serve no legitimate purpose.

Immediate Family: For purposes of this Policy, this shall refer to one's spouse and four (4) dependants (biological / adopted) under the age of 21 years registered with PSM

HIV: Human Immune Deficiency Virus.

Hardship: Areas and/or jobs characterized by being hard-to-reach, hard to stay in, due to lack of basic amenities and jobs that are hard to do or are carried out in hard working conditions.

Authorized Medical Officer: A qualified Public medical officer or a registered medical practitioner.

Summary Termination: Where an employee is terminated without notice or with less notice than that to which the employee is entitled by any statutory provision or contractual terms for gross misconduct.

Termination of Employment: The separation of an employee from PSM through any of the modes mentioned in the Termination Policy or separation provisions of this manual.

Terminal Benefits: Amounts due to an employee upon termination of employment.

Pre-existing Medical Condition:

Corruption: The corrupt payment; receipt or solicitation of a private favor for official actions including any gratification, inducement or other advantage given to or received by any PSM employee in order to compromise-level of performance of their duty or to secure any other improper advantage in the conduct of business.

Immediate Supervisor: Immediate officer to whom an employee report.

Labor Officer: The Commissioner or a District Labor Officer.

Mandatory Retirement: A situation where an employee leaves the service of PSM upon the attainment of 60 years.

Manual: PSM Human Resource Policies Manual

Middle Level Management: Employees at Station Manager, Managers and Senior Officer Levels.

Volunteers: People who offer to do work for the Ministry without being pCharity.

Immediate Family: For purposes of this Policy, this shall refer to one's spouse and four (4) dependants (biological / adopted) under the age of 21 years registered with PSM

1.0 INTRODUCTION

This manual is a summary of policies, procedures and practices related to Human resource management at PSM CHARITY.

The Board of Directors is committed to creating an enabling environment to enable PSM employees deliver their mandate, and has commissioned these Human Resources Policies, which are premised on progressive contemporary HR best practices and the country's minimum labor standards.

1.1 Statement of Philosophy

PSM CHARITY wishes to maintain a work environment that fosters personal and professional growth for all employees. Maintaining such an environment is the responsibility of every staff person.

It is the responsibility of all staff to:

- a) Foster cooperation and communication among each other
- b) Treat each other in a fair manner, with dignity and respect
- c) Promote harmony and teamwork in all relationships
- d) Strive for mutual understanding of standards for performance expectations and communicate routinely to reinforce that understanding
- e) Encourage and consider opinions of other employees or members, and invite their participation in decisions that affect their work and their careers
- f) Seek to avoid workplace conflict, and if it occurs, respond fairly and quickly to provide the means to resolve it
- g) Encourage growth and development of employees by helping them achieve their personal goals at the PSM CHARITY and beyond

- h) Administer all policies equitably and fairly, recognizing that jobs are different but each is important; that individual performance should be recognized and measured against predetermined standards; and that each employee has the right to fair treatment.
- i) Recognize that employees in their personal lives may experience crisis and show compassion and understanding.

1.2. Purpose of the Manual .

The Human Resource Policies Manual (HRPM) has been formulated to create an environment through which PSM employees are able to perform at the highest levels so as to discharge this statutory mandate while maintaining its core values.

1.3. Scope of Application

The HRPM shall apply to all PSM staff.

1.4. Matters Not Covered by HRPM

The Board reserves the right to exercise its discretion on any situation that is not covered by the HRPM and other PSM policies. Such discretion shall be exercised in accordance with the law.

1.5. Amendment of the HRPM

PSM recognizes that the HRPM is an evolving document that needs to be reviewed regularly based on the ever-changing environment which is influenced by:

- a) Legislative changes, court precedents, changes in the business environment, evolving HR best practices, technological changes and emergencies
- b) Global changes and generational considerations
- c) Employees will be consulted through the Employee Council in the process of amending the HRPM.

1.6. Equal Opportunity and Non-Discrimination

PSM is an equal opportunity employer.

1.7. HR Policies Manual and its Implementation

Human Resource" Policies Manual (HRPM).

The Chief Executive Officer and by delegation, the Director Human Resource shall be responsible for implementation of the HRPM.

2.0. Our Vision, Mission and Values .

2.1. Vision Statement

“A happy and dignified life for children and women”

2.2. Mission Statement

“To build and enhance Network mechanism of Civil Society Organizations in Mukono District through lobbying, Advocacy, capacity building & Partnership development for effective service delivery”

2.3. Core Values

Empathy, Compassion, Service, Respect, Humanity

3.0: Code of Ethics

The Code of ethics is a summary guide to staff on expected behavioral standards in order to establish and guard the collective business and reputation of PSM. It forms part of the Ministry's ethical framework to support the PSM Vision and Mission.

The Code of Ethics shall be the minimum standard by which staff are expected to conduct themselves.

3.1. Bribery and Corruption

PSM upholds zero tolerance to corruption and any kind of bribery and anti-corruption offences stipulated in the Anti-corruption Act 2009.

PSM employees shall therefore not:

- a) Receive any fee, loan, gift, reward, advantage or other payment or anything of value directly or indirectly, whether in cash or in kind, from any person in breach of the HRPM or Laws of Uganda.
- b) Make or offer any unjustifiable payment where such action would constitute a breach of the HRPM or any Applicable Laws.
- c) Act in any way that would be in breach of any laws or regulations relating to bribery, corruption, or similar illegal business practices.
- d) Knowingly be party to any illegal activity or engage in acts that bring the reputation of the Ministry into disrepute.

3.2. Embezzlement

Staff shall not misappropriate money and property in their custody and possession.

3.3. Personal Behavior

Employees shall act in a way that promotes public trust, and confidence in the integrity of the PSM's operations and administration.

3.4. Personal Reputation

No employee shall maliciously or falsely attempt to injure directly or indirectly, the personal reputation of another employee through gossip, slander or by any other means.

3.5. Conflict of Interest

- a) All employees shall declare any form of conflict of interest.
- b) An employee shall declare, in writing, to the Ministry any directorships and/or interests he/she holds directly or indirectly in any firm, that does business with the Ministry.
- c) All employees shall, disclose information relating to their personal or financial associations that are likely to conflict with the business and operations of the Ministry.
- d) Where such conflict is declared, the staff shall excuse themselves from participation in such activities that may require them to take decisions in favour of their Companies, relatives and or immediate family members. Where this information comes to light and the necessary declarations were not made in time, such staff shall be liable to disciplinary action as per the provisions of this HRPM.

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- d) Where such conflict is declared, the staff shall excuse themselves from participation in such activities that may require them to take decisions in favor of their Companies, relatives and or immediate family members. Where this information comes to light and the necessary declarations were not made in time, such staff shall be liable to disciplinary action as provided for in this HRPM.

3.8. Confidentiality

- a) No staff, either while employed by or after leaving PSM, shall disclose any information of a confidential nature obtained in the course of his/her employment relating to the Ministry's affairs, its activities or any third party unless such information is required by law or unless written permission has been given in advance by the Chief Executive Officer or the Board as may be appropriate.
- b) Staff shall not release information that is classified as confidential without prior approval by the Chief Executive Officer or designee.
- c) Confidential information shall, without limitation, include lists or details of contractors, information relating to the working of any process or invention carried on or used by PSM, information relating to research projects, price discounts, assets, revenue future business strategy, transactions, marketing, tenders and any price sensitive information.
- d) PSM shall equally comply with its duty of confidentiality in respect of the employee's confidential records including medical records, financial records and all other privileged information.

3.9. Drug and Alcohol

PSM staff shall not engage in the manufacture, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on PSM premises; at work sites and or during working hours.

3.10. Smoking

- a) Smoking is hazardous to employees' health.
- b) All PSM working premises are non-smoking areas.

3.11. Attendance and Punctuality

- a) Staff are expected to work on all scheduled work days and during all scheduled work hours. PSM Staff shall, during normal working hours and at such other times as they may reasonably be required, devote their time, attention, skill and abilities to the performance of their duties and shall act in the best interests of PSM

- b) Staff shall not, during normal working hours be engaged in other employment for pay.

3.12. Compliance with the Law and Policy

PSM staff shall, at all times adhere to all PSM Policies, standards, regulations and laws of Uganda.

3.13. Dress Code

Staff and-descent-dress code, which-enhances the public image of PSM.

PSM expects staff to dress appropriately in business attire. Professional business attire is essential for maintenance of a positive brand and reputation. The formality of our business attire makes stakeholders feel that they can trust the Ministry's judgment, business ethics and decisions.

To uphold the Ministry's image, this dress code requires staff to reflect an efficient, orderly, and professionally operated institution. Staff shall be expected to wear appropriate "business attire" during normal working hours.

3.14 Reporting of Dishonesty, Fraud and Forgery

- a) It shall be the duty of every staff to immediately report to Management any malpractice, misconduct, fraud, error, dishonesty, forgery or any other practice against the policies, procedures, acts or omission that contravene the interests of the Ministry.
- b) Employees who get to know of such malpractice, misconduct, fraud, error, dishonesty, forgery etc. shall report the matter in line with the established framework.

3.15. Financial Prudence

Staff shall prudently manage their financial affairs to avoid situations that would cause bankruptcy or lead to any situations that are likely to cause embarrassment and a reputation risk to the Ministry.

3.16. Personal Business

- a) Staff shall not conduct personal business using PSM resources including, but not limited to phones, computers, photocopiers, stationery, vehicles and other equipment before, during or after office hours.
- b) Use of PSM vehicles for personal affairs shall be expressly stated in a staff contract where applicable.

3.17. Media Communication

- a) Staff shall comply with PSM's Communications Policy.
- b) All communication to the media or social media regarding matters of PSM shall remain the preserve of the Chief Executive Officer or designee in line with the communications Policy.

4.0 Recruitment Policy and Procedures

4.1. Policy Statement

In order to discharge its mandate, PSM shall attract highly competent employees with the relevant skills, academic qualifications, experience and integrity.

All PSM positions shall be filled on merit. The principle of merit shall be affected through open competition as the basis for selection.

4.2. Policy Principles

PSM will be guided by the following recruitment principles:

4.2.1. Equal Opportunity:

PSM shall extend equal opportunity to all categories of persons and shall not make any recruitment decisions based on tribe, race, sex, religion, political opinion and gender except where the inherent requirements of the business favours the recruitment of a particular category of persons.

4.2.2. Appointing Authority

- a) The Board shall be responsible for the appointment of all PSM staff.
- b) The Board shall be responsible for the recruitment of the Chief Executive Officer, Directors, Heads of Departments and Regional Managers.
- c) The Board may delegate the recruitment of Managers and positions below to the CEO of PSM and the Senior Management Team.
- d) The Chief Executive Officer shall periodically furnish to the Board a report pertaining to recruitment of these positions.
- e) The Director of Human Resource shall be responsible for coordinating the recruitment of PSM staff, and shall support the Board recruitments and be closely supported by the user Departments.

4.3. Filling Vacancies

The decision to fill a vacancy shall be determined using the following processes;

- a) Recruitment using either Internal Advertisement or External Advertisement
- b) Head hunting
- c) Deployment & Transfers
- d) Promotion

4.4. Recruitment Procedures

Recruitment of staff shall be initiated when PSM needs to fill a vacancy within the Ministry's structure and in line with strategic business requirements.

4.5. Establishment Control

- a) All appointments in PSM shall be made to an approved structure and establishment.
- b) Any changes to the PSM's Ministry Structure and nomenclature shall first be recommended by TMT and approved by the appointing authority.

4.6. Establishing a Job Vacancy

A Job Vacancy may arise in any one of the following ways:

- a) Creation of a new job position because of operational requirements or;
- b) Replacements within the Ministry's structure.

4.6.1 Procedure for Creation of a New Position

- a) The line Director making a case for the creation of new positions shall detail the job specifications and description, the position level at which work will be carried out, the competencies required to carry out that work, the reporting lines and the relationship with other jobs in the Directorate.
 - b) The line Director shall justify the need and demonstrate that there is optimal utilization of existing employee resources.
- a) The requisitioning Line Director shall submit the request to the Director Human Resource, who shall review and make a submission to Chief Executive Officer. The Accounting Officer shall confirm that a budget provision has been made. The Chief Executive Officer shall submit the request to the Chairperson of the Board of Directors for consideration and approval by the Board.
 - b) Upon approval by the Board, the Director Human Resource shall initiate the appropriate recruitment method.

4.7. Recruitment Methods

PSM Board of Directors reserves the discretion to determine the appropriate method of recruitment. Depending on the vacancy, some or all of the following methods may be used.

- a) **Public Recruitment;** staff and the general public will be informed of the vacancies that are available and will be given the opportunity to apply for them.

Head Hunting; this shall apply where the available job positions require highly specialized talent or talent not readily available on the open market or character, or

other special circumstances as may be deemed fit by the Appointing authority. Where possible, at least 3 applications shall be solicited for each vacancy.

- b) **Employee Referrals;** PSM may involve staff in the identification and recommendation of suitable candidates to fill vacancies in critical skills positions.
- c) **Outsourcing;** PSM may where appropriate outsource certain or all aspects of the recruitment process to a third-party provider but subject to the principles and best practices stipulated in this Policy.
- d) Gender parity.

4.8. Advertisement of Vacancies

PSM may advertise all vacant positions internally and/or externally to reach as many potential candidates as possible to widen the scope of selection.

4.8.1 Internal Advertisement

PSM encourages internal career progression of staff and may fill any job vacancies with existing staff if they are suitably qualified and satisfy the prerequisites below;

4.8.1.1 Pre-requisites for participating in an internal recruitment:

The staff must have;

- a) Minimum requirements or competences required for the position;
- b) Completed their probationary period
- c) A clean disciplinary record

4.8.2 Public Advertisement:

All advertisements for vacancies in PSM shall be approved by the Appointing authority before publication. The advertisement shall be circulated widely in print media and on the PSM website.

Public advertisement shall include the following:

- a) Job title;
- b) Job description;
 - i. Person specification;
 - ii. Duty station;
 - iii. Job Grade;
 - iv. Deadline for submission of the Job application;

4.9. Application for Job Positions

All applicants for Job Positions in PSM shall fill a PSM prescribed Job application form as specified in the advertisement.

a) Screening of Applications

PSM shall be transparent in the screening of all applications.

b) Short Listing

Short listing shall be conducted to assess the suitability of the applicants for the vacant positions and shall be done by the Committee appointed by the Chief Executive Officer or designee.

c) Recruitment Tests

PSM may, where appropriate administer any or a combination of the tests in respect to shortlisted applicants.

- i. Aptitude
- ii. Written Practical
- iii. Oral

c) Interview Panels

The interview panels shall be composed of persons with relevant qualifications and shall be constituted by the Director Human Resource, Chief Executive Officer or the Board, depending on the level of vacancy. On each panel, there shall be a representative from the Directorate of Human Resource and the recruiting Directorate.

d) Notification of Candidates

Candidates shall be notified at least 2 weeks before the interview using the most appropriate methods. The notice will be given using the contact details supplied by the applicants and will specify the venue, date and time for the interview.

e) Interview Reports

After the interview, the panel shall submit a report to the Appointing Authority signed by the Chairperson, panel members and Secretary of the panel.

The report will include:

- i. Constitution of the Interview Panel;
- ii. Performance of all candidates interviewed;
- iii. Recommendations of the panel
- iv. Attendance of candidates
- v. Any other relevant information.

g) Conditions of Appointment

Appointment into PSM shall not be effective until vetting of the candidates has been conducted and is complete. The Board has the power to rescind, amend or waive any requirement based on the findings of the vetting process.

h) Vetting shall include the following:

- i. Verification of academic Documents; The Director Human Resource shall verify the authenticity of all academic certificates and transcripts presented by successful candidates directly from the relevant authorities.
- ii. Any offer of employment shall always be conditional on the authenticity of the academic certificates of a successful applicant. All appointments based on false academic certificates shall be repudiated and any employee benefits shall be forfeited.
- iii. References; Reference Letters from 3 credible and independent persons will be required, one of which must be from the most recent employer (if any). These should be received and reviewed by the Director Human Resource before commencement of the appointment.
- iv. Background checks and verification of personal information; All applicants may be subjected to background checks on information including, but not limited to the following:
 - a) The identity of the applicant,
 - b) Publicly available data on financial details including credit checks, court judgments bankruptcy credit searches,
 - c) Criminal history,
 - d) Employment history,
 - e) Academic qualification verification and professional membership checks
 - f) Work permit status for Non-Ugandans
 - g) Referee verification.

i) Medical Examination

- a) For certain jobs (as may defined from time to time), medical examination may be necessary and where it is necessary, it shall be done in accordance with the law.
- b) The medical examination may be carried out at PSM's expense, by a recognized Medical Doctor appointed by the Ministry using a pre-employment medical examination form as will be designed dependent on the required checks.

4.10. Offer of Employment

- a) Following interviews, communication shall be made by CEO, Director Human Resource or their designate to the successful and unsuccessful applicants.
- b) Where applicable, successful candidate(s) may be invited for negotiations after which the job will be offered spelling out the terms and conditions of **employment**.
- c) Copies of the offer of employment shall be given to the employee and a copy kept on the employee's personal file.

4.11. Personal to Holder Terms

Whereas PSM operates a standard employment structure, it reserves the right to differ from this structure and contract terms and make Personal-to-holder contracts for an employee based on their qualifications, experience and other personal characteristics.

4.12. Acceptance and Validity of Job Offer of Employment/Appointment

- a) All successful candidates shall be required to formally accept their employment offer within a period of **fourteen working days** of receipt of the offer of employment. Upon the applicant signing their acceptance of the terms of the offer, the same shall henceforth be regarded as the appointment letter and it shall have a clause adopting the contents of the HRPM all of which will constitute the terms of employment.
- b) The offer of employment shall be valid for **three months** after acceptance. Failure to report within the three months, the offer of employment shall automatically lapse.
- c) On accepting the offer of appointment all new employees will be required to undergo a formal registration process by providing their personal data. This information shall be updated with any changes as they arise during one's employment within the Ministry.
- d) The effective date of employment shall be the date of assumption of duty.
- e) Directors will be informed of all appointments in their respective Directorates.

5.0 Appointments, Probation, Confirmation, Deployments and Transfers

5.1. Appointing Authority

The Board of Directors is empowered to appoint officers of the Ministry on the advice of the Chief Executive Officer. The authority to recruit PSM staff is delegated to the Chief Executive Officer for all positions other than the Directors.

5.2. Appointment

- a) An appointment letter will be issued to a successful applicant once the Director Human Resource has verified the academic qualifications of the appointee and has received positive feedback in respect to the references and the background checks, where applicable.
- b) In the event that the verifications are yet to be completed at the point of issuing the letter of appointment, such appointment shall be conditional and shall be automatically-rescinded in case of any negative feedback on the verifications and/or background check report.
- c) The appointment letter will be signed by the Board Chairperson and Chief Executive Officer for all Board appointments. All other appointment letters shall be signed by the Chief Executive Officer or the Director Human Resource.

5.3. Contents of the Appointment Letter

Appointment letters shall be issued to the successful applicant(s) with the following details:

- a) The name and addresses of the employer;
- b) The name and addresses of the employee;
- c) Effective date of service;
- d) The job title, grade and a detailed job description shall be attached;
- e) Discretion of employer to transfer or assign duties, responsibilities and duty station;
- f) Reporting times;

- g) The duty station;
- h) Category of the appointment. (Permanent, temporary, or contractual in which case the tenure of the contract shall be specified);
- i) The normal working days and hours;
- j) Duration of probation period;
- k) Remuneration details and statutory deductions;
- l) Employee benefits;
- m) Duty of confidentiality;
- n) A statement adopting the provisions of the HRPM and all other PSM Policies.

5.4. Terms of the Appointment

The signed letter of appointment; this HRPM and the job description shall constitute the contract of employment between the employee and PSM.

Appointment letters shall contain a statement specifically adopting the terms of this HRPM, any other terms of service unique to a particular employee, and all other PSM Policies and Regulations.

5.5. Categories of Appointment

There are four categories of appointment in PSM

- a) Appointment on establishment to the position in the existing structure
- b) Appointment within PSM
- c) Other Appointments
- d) Work based Learning Appointments

5.5.1 Appointment on Establishment

Under this category of appointments, there are two types of appointments namely Permanent and Hired Term / Contractual Employment.

a) Permanent

Permanent appointments refer to employees who are recruited into the employment of PSM for a period not exceeding the mandatory retirement age, unless otherwise exited from employment in accordance with the provisions of this HRPM.

Permanent appointments shall not apply to positions in the following categories Chief Executive Officer, Director and any other positions as may be determined by the Board and Chief Executive Officer from time to time.

b) Fixed Term/Contractual Employment

- i. Fixed term/Contractual appointments refer to full time employees recruited into the service of PSM for a fixed (definite) period, subject to the requisite termination notice clause, and other terms and conditions specified in the contract and the HRPM. Directors

and such other employees as the Board or the Chief Executive Officer determines shall always be on fixed term contracts and shall be required to sign a fixed term contract. .

ii. Fixed Term employment (and in some cases with tenures less than 5 years) may also be utilized for employee hired on specific projects, time bound tasks, and for such other positions as the Board or Chief Executive Officer may determine. The terms and conditions of service shall be specified in the respective contract and this HRPM shall be applicable.

iii. Contracts for Employee over 60 years

The Board may at its discretion offer a PSM retiring employee, or any other person under special circumstances, a contract, subject to the terms and conditions of this HRPM and such other terms that the Board may specify for a period of up to three years.

iv. Contract Term Limits

a) Directors shall be appointed to a term of 5 years' renewable once in the same position.

b) Where a person moves to a higher rank, they will be eligible to serve one 5 years' term renewable once.

iv. For any horizontal movements at the same rank, in the same job family, the contract term limits shall apply from the first time one is appointed to serve

c) in that given Job Family. Where the job families are different, then the employee shall serve a 5 years' term from the time of appointment, renewable once.

v. Expiry of Contract

Employees whose terms of service expire shall be subject to the provisions of the separation Policy.

vi. Contract Renewals

Fixed Term Contracts may be renewed on only one occasion for positions of Directors.

a) Contract renewal criteria will include the following;

i) Performance,

ii) Continued relevance of the role in the job structure and

iii) Operational requirements of PSM.

b) Contract Renewal Procedure

i) A staff under contractual terms shall notify the employer of their interest to renew or separate from PSM, three (3) months prior to the expiry of the contract.

ii) Renewal of contract shall be done at the discretion of the Appointing Authority.

iii) The Appointing Authority, for planning purposes will notify the staff of the upcoming expiration of their contract.

5.5.1.1 Probation

a) From the date of an employee's assumption of duty, appointments into established positions shall be subject to a minimum probationary period of six months.

b) The appointing Authority may prescribe a shorter period of probation or waive the same in cases where an employee has demonstrated exceptional performance.

- c) PSM shall not place a staff under a probationary contract on more than one occasion.
- d) In a situation where a staff is not confirmed during the prescribed period as defined above because of circumstances beyond their control, the staff shall be deemed confirmed.
- e) Probation shall not apply to appointments on temporary terms.
- f) A staff on probation shall not be eligible to staff benefits such as training other than in-house courses, staff advances/loans, and performance-related bonuses, unless specifically approved by the Chief Executive Officer or designee.
- g) If the staff's performance during the probationary period is not satisfactory and unlikely to improve within the probationary period, or for any other reason that management deems necessary, the probation may be;
 - i. Extended for period not exceeding 6 months with the consent of the staff which consent shall be given at the time of accepting one's appointment into the service of PSM
 - ii. Terminated by either party, by giving not less than fourteen days' notice of termination, or by payment of fourteen days' salary in lieu of notice.
 - a) A recommendation to terminate the contract forthwith shall be made by the Supervisor to the Director Human Resource at the expiry of the probationary period.
 - b) The Director Human Resource will in turn notify the Chief Executive Officer for final approval.
 - c) Probationary terminations shall be made and communicated in writing in a period not exceeding one month after expiry of the probationary period.
 - d) In this situation the staff is entitled to accrued salary/payment up to the date of termination and where probation has been extended beyond six months, payment in lieu of accrued annual leave shall also be affected.
 - e) A staff's performance shall be assessed using the performance appraisal tools before expiry of the probationary period.

5.5.1.2 Confirmation

- a) Prior to the expiry of a staff's probationary period, their Supervisor shall submit a Performance Appraisal Report to the Director Human Resource.
- b) The report shall recommend either the staff's confirmation before the expiry of the probationary period or an extension for further observation or termination.
- c) Upon satisfactory completion of the probationary period, the CEO/Director Human Resource shall issue a confirmation letter to the staff.
- d) Upon confirmation, the staff shall be entitled to all staff benefits as per relevant policies.

5.5.2 Appointments within PSM

- a) Under this category of appointments there are three types of appointments;
- i. Acting Appointment
 - ii. Special Duty
 - iii. Extra Responsibility

There are 2 categories of Acting Appointments

- I. Acting in a vacant position
- ii. Acting in a substantively filled position where the incumbent is out of office for a period of 30 continuous calendar days or more.

5.5.2.1 Acting Appointment;

- a) An Acting Appointment is a situation where a staff is temporarily appointed into a higher position in the Ministry's structure when such position is vacant or where the incumbent is not in office for a period longer than one calendar month. Acting appointments may be utilized to enable PSM staff sharpen their skills and abilities for holding higher positions as part of the wider succession planning strategy.
- b) In instances where more than one staff possesses the necessary capability to act in a higher position, where possible and practical, and as part of PSM's commitment to overall staff development, each of these staff may be given opportunity to act in the higher classified position.
- c) The authority to make Acting Appointments is vested in the Appointing Authority when there is a vacancy.

- d) Where the incumbent is out of office for a period of 30 continuous calendar days or more, the incumbent may, recommend for appointment a qualifying member of their team with the capability to hold the position in their absence subject to approval and appointment by the Chief Executive Officer.
- e) Conditions for an Acting Appointment
 - i. A staff shall receive a written letter of appointment to act for a continuous period of not less than one calendar month.
 - ii. No staff shall be appointed to act in a position that is 2 grades higher than their substantive position.
 - iii. Acting Appointments where there is a vacancy shall not be for more than 6 months.
 - iv. An Acting Appointment that has not been terminated shall automatically lapse 6 months from the date of appointment unless it is renewed in writing by the appointing Authority.
 - v. In cases where the position is not vacant but the incumbent is out of office for a period of 30 continuous calendar days or more the acting period shall be equal to such period of absence of the incumbent.

- vi. In cases where the incumbent is out of office for less than 30 days a staff may be delegated to perform the duties of the incumbent. In such cases, the delegated staff shall not be entitled to an acting allowance.
- vii. A staff in an Acting Appointment may be entitled to an acting allowance if they qualify under the relevant Policy.
- viii. A staff shall not hold two positions at the same time.
- ix. Staff who would have assumed a position in acting capacity shall only be appointed into the substantive position in accordance with PSM's Recruitment Policy.

5.5.2.2 Special Duty Appointments

- a) A Special Duty Appointment shall be made when new or special responsibility or sets of responsibilities arise, which are not within the scope of any current substantive position in the Ministry's structure of PSM but are required to be carried out.
- b) The Chief Executive Officer may in such instances designate any staff or number of staff to carry out such additional responsibilities on top of their substantive roles. For avoidance of doubt staff required to carry out duties flowing naturally from their current role shall not be entitled to a special duty appointment unless otherwise specifically designated by the Chief Executive Officer, for a special duty appointment.
- c) The authority to make a Special Duty Appointment is vested in the Chief Executive Officer or their designate and shall be in writing.
- d) Conditions for Special Duty Appointment;
 - i. The Appointee shall continue to carry out the duties of their substantive office.
 - ii. A Special duty appointment shall be for a definite period of time not exceeding 6 months.
 - iii. Where conditions necessitating special duty appointments persist beyond 6 months, the Director Human Resource and the respective Head of the Department shall study the situation and consider an extension for another six months or whether there is justification for the creation of a new position within the Ministry's structure in accordance with the Recruitment Policy of this HRPM.
 - iv. A staff appointed on Special Duty under these policies will be remunerated as set out in the allowance and benefits structure.

5.5.2.3 Extra Responsibility Appointment.

- The extra responsibility appointment occurs under the following circumstances;
- a) When a staff is officially required to carry out duties and responsibilities of a vacant position in their scale grade or a post lower than their own
 - b) or is appointed to supervise staff at the same rank and support performance in a particular business area,

c) or where a staff is appointed to a position that does not qualify for acting appointment.

5.5.3 Other Appointments

Under this category of appointments, there are three types of appointments;

- a) Secondment
- b) Temporary
- c) Casual

5.5.3.1 Secondment

Secondments refer to staff assigned from another employer to PSM for a specific period of time as agreed on in the secondment contract. Secondment shall be handled by the Human Resource Directorate. The terms and conditions regarding the secondment shall be documented in a secondment agreement between the staff, PSM and the primary employer. A copy of all secondment contracts will be kept on the staff's personal file with PSM.

PSM may also second its staff to other employers under a secondment arrangement agreed upon with the respective employer to whom a staff may be seconded with the consent of the staff.

5.5.3.2 Temporary Appointment

Temporary appointments shall apply to positions that are required for a period not exceeding six months. A Staff appointed on a temporary basis

5.5.3.3 Casual Appointment

Casual appointments shall apply to assignments that are required on a daily basis, for a specific task. These shall be pCharity on a daily basis at rates approved by the Chief Executive Officer or their designee. Such appointments shall not exceed 4 months.

- i. Employees under this category of "other appointments" will be subject to the provisions of the HRPM; however, details of their benefits will be expressly defined in their contracts
- ii. The benefits in (i) above do not apply to casual employees except for Workman's Compensation.

5.5.4 Work Based Learning

In a bid to create an environment where students and apprentices can acquire practical skills, PSM provides the following categories of appointments to facilitate work-based learning;

- d) Internship
- e) Graduate Trainees

f) Apprenticeship

5.5.4.1 Internship

In order to identify and nurture talent and to promote corporate social responsibility PSM shall offer internship placements to students in different disciplines.

Internship shall be a practical educational and career developmental opportunity providing experience to interns. Internships shall be structured, short-term, supervised placements often focused around particular tasks or projects or placements with defined timelines.

Conditions Governing Selection of Interns

- a) The PSM internship cycle shall be linked to university and tertiary institution cycle of recess and field attachment.
- b) There shall be two internship intakes in every year with consideration of the approved numbers from each Directorate.
- c) Internship shall not exceed a period of ten (10) weeks.
- d) Eligible interns shall be those pursuing diplomas and Bachelor's degrees in relevant fields subject to availability of placement in the area of interest and relevance to the respective Directorate.
- e) The interns shall be continuing students enrolled in a university, or equivalent tertiary institution. This shall exclude students in their last year of study and those who have graduated.
- f) PSM shall determine the required numbers annually
- g) Interns shall submit their applications to the Director Human Resource at least 2 months before the internship period.
- h) Interns shall be required to provide recommendation letters from their university as well as a Letter expressing interest in conducting internship with the Ministry.
- i) Approved candidates will be contacted for placement.
- j) The shortlisted candidates will be expected to provide a copy of their National Identification, a Passport photo.
- k) The decision to recruit interns is in the absolute discretion of PSM

5.6. Induction, Placement and Deployment

- a) Collaboration with the relevant Director/Head' of Department or Regional Manager or designee shall arrange an induction program for new staff.
- b) New staff will be introduced to their work station and team by the Human Resource Directorate.
- c) Job clarification shall be carried out for all new staff by immediate supervisors on assumption of duty.
- d) On reporting to their work stations, on the job training shall be carried out for staff by their line supervisors.

5.7. Deployments

- a) After undergoing an induction/orientation, staff shall be posted to respective Directorates/Department by the Directorate of Human Resource, in liaison with their Directorates.
- b) Staff may also be re-deployed on rotation basis as need arises.

5.8. Transfers

- a) Transfer refers to movement of staff from one duty station/ Directorate to another. Any staff may be posted or transferred from one duty station or section to another provided that it is in the interest of PSM.
- b) Staff posted to work in PSM stations may be eligible for transfer every three years.
- c) PSM reserves the right to transfer staff- outside the time provision above depending on the needs of the Ministry.
- d) The Chief Executive Officer or their delegate shall approve transfers of all Ministry staff having regard to the justification given for the transfer.
- e) Line Supervisors shall be required to confirm reporting of the transferred staff.

5.9. Handing over on Re-deployment, Transfer

- a) On re-deployment and/or transfer, staff shall be required to hand over in writing any PSM assignments, property and documents in their possession to the staff who is replacing them or to the immediate Supervisor.
- b) Handovers shall be witnessed by the immediate Supervisors.

6.0. Career Progression/Promotions

PSM is committed to the career growth and development of its staff through exposing them to various areas of its operations, to progressively harness potential for growth. Promotion is the advancement of staff from one position to a higher position in a higher grade/level, with high responsibilities as a result of an employee's good performance and results.

6.1. Criteria for Career Progression

- a) All serving staff that meet the minimum specifications shall be eligible to compete for the available vacancy.
- b) Eligible candidates should have been rated at "meets expectations" level and/or above.
Candidates with exceeding or outstanding performance in the previous 12 months' cycle will have an added advantage.
- c) Eligible candidates should not have been on a PIP in the previous 1-year appraisal process.

- d) Eligible candidates should not have been subject to a disciplinary case in the previous one-year period.
- e) Eligible candidates will be required to have the minimum academic and skill requirements for the available vacancy.
- f) Eligible candidates should have been confirmed in service.
- g) Career progressions shall be based on merit in terms of proven performance, competence, capability, productivity and good conduct.
- h) All career progressions shall be recommended by an interview panel and approved by the Chief Executive Officer.

6.2. Criteria for Promotion

- a) Promotions shall only be made to vacant positions at a higher level.
- b) Eligible candidates should have been confirmed in service.
- c) Promotions shall be based on merit in terms of proven performance, competence, capability, productivity and good conduct.
- d) Eligible candidates should have been rated at exceeding or outstanding performance in the previous 12 months' cycle.
- e) The candidate should have demonstrated creativity, innovation and unique contribution that has impacted the Ministry and stakeholders positively.
- f) Eligible candidates should not have been on a PIP in the previous 1-year appraisal process.
- g) Eligible candidates should not have been involved in a disciplinary case in the previous one-year period.
- h) Eligible candidates will be required to have the minimum requirements for the available vacancy.
- i) All promotions shall be recommended by T MT and approved by the CEO/Board.
- j) All promotions shall be communicated in writing, specifying the changes in the staff member's terms and conditions of service and attaching the job description of the new appointment. Promotions for the positions of Heads of Departments shall be approved by the Board.
- k) Where promotion is to the position of Director, the staff's old contract of employment shall be terminated and benefits pCharity. The staff shall then be issued with a Fixed Term Contractual Appointment.

Note: All promotions shall be performance based.

6.2.1. Promotions Procedure

- a) Promotions may be made on the recommendation of the concerned Head of Department or Directorate, or TMT/Senior Management for approval of the Chief Executive Officer or the Board as applicable.
- b) All promotions shall be communicated in writing, specifying the changes in the staff member's terms and conditions of service and attaching the job description of the new appointment. Promotions for the positions of Heads of Departments shall be confirmed

by the CEO or Appointing Authority and all other positions shall be confirmed by the Director Human Resource.

- c) Where promotion is to the position of Director, the employee's old contract of employment shall be terminated and benefits pCharity. The employee shall then be issued with a Fixed Term Contractual Appointment.

7.0. Working Hours

7.1. Standard Working Hours

- a) The official working hours at PSM are 8.00 a.m. to 5.00 p.m. from Monday to Friday, or as may be prescribed as per operational requirements with a one-hour lunch break.
- b) The official rest days of Saturday and Sunday shall apply to all staff.
- c) Staff may be allowed to work flexi-time or part time depending on the day to day demands of their job and as agreed with their supervisor.

7.2. Normal Working Week

- a) The normal PSM working week shall be 40 hours. Staff may however be required to work more than the normal working hours, as the exigencies of operations require, at no extra remuneration provided the working hours do not exceed forty-eight hours in six consecutive days.
- b) Save for expectant mothers and those certified to be unfit to work overtime, PSM reserves the right to require any staff to work up to a maximum of 48 hours per week whenever necessary but subject to payment of overtime allowance.

Overtime payment under this clause shall be in accordance with the provisions of this HRPM.

7.3. Shift Working Hours

Standard working hours will vary for staff working on shifts and in special areas or sites where operational requirements necessitate working in shifts. The shift working cycle may exceed the standard working hours and the normal working week provided that the average number of hours worked over a period of 3 weeks does not exceed 10 hours per day or 48 hours per week.

7.4. Staff Register .

A staff attendance register or any other form of clocking-in system shall be maintained at all PSM offices and projects for staff to clock in at arrival to and departure from the office.

7.4.1 Attendance

- a) The Ministry requires that staff report to work in time and remain in work productive attendance during the scheduled working hours.

- b) Permission must be obtained from immediate supervisors for any absences from the office during official working hours, except during the established lunch break period.
- c) It shall be the responsibility of every Supervisor to monitor and enforce staff attendance and productivity during working hours.

7.4.2 Part Time

PSM supports the implementation of part-time work arrangements, in exceptional circumstances, to balance the work and life needs of staff consistent with the appropriate work life balance requirements.

- a) Part time work is a form of employment that carries fewer hours-a week than a-full time job. Staff are considered part time if they work fewer than 30 hours a week and are pCharity only for the hours worked. Staff may apply to amend their hours of work on a temporary or permanent basis. Part time work arrangements shall be agreed between the staff and Supervisor with the approval of the respective Director and Director Human Resource/CEO.
- b) Part time work arrangements shall be in writing.
- c) The Line Supervisors, Director Human Resource and the Chief Executive Officer will determine the terms of part-time work from time to time.

7.4.3 Absenteeism

- a) Any unauthorized or unjustifiable absence from duty by staff shall be dealt with in accordance with the Disciplinary Policy.

Any staff who is unable to report for duty due to genuine sickness, or any other justifiable reason, shall communicate to their Supervisor or Director by the quickest means possible, seeking official permission to be away from duty. Failure to report without reasonable cause for a period of 2 consecutive days will result in disciplinary action.

Staff who is absent due to sickness shall be required to produce a medical report from a medical officer recognized by PSM. The certificate shall be submitted to the immediate supervisor and DHR upon resuming duty.

7.4.4 Abscondment

Absence from duty for a period of five (5) consecutive days, shall be construed as abscondment from duty.

7.4.5 Overtime

- a) Overtime shall apply to employees required to work on public holidays, rest days or in excess of the 48-hour week ceiling at the rate specified in the Benefits Policy.

Public holidays and Rest days: Twice the hourly rate

Normal working day:1 1/2 times the hourly rate

- b) The following formula shall be used to calculate overtime pay:
Basic salary/number of hours in a month (176) X 1.5 or 2 (Normal working day or public/rest day) X number of overtime hours worked.
- c) The hourly rate for purposes of calculating overtime shall be based on a 22-working day calendar month.
- d) The following guidelines shall apply to the payment of overtime:
- i Justification for the overtime;
 - ii The tasks to be accomplished;
 - iii Performance measurement criteria to be applied to ascertain that the planned tasks were performed and that the expected level of outputs was delivered;
 - iv A projection of the time scale i.e. how many hours of overtime are required and why;
 - v Details of adequate supervision to ensure that the proposed overtime worked is in the best interests of PSM;
 - vi The overtime claim form shall be presented to the Director Human Resource. The above-mentioned details (a-e) shall be clearly stated therein.
 - vii No request for overtime payment shall be processed without fulfilling all the above mentioned conditions or any other conditions duly approved by the Director Human Resource from time to time.

8.0. Remuneration and Employee Benefits

PSM seeks to provide competitive compensation and benefits to employees as a means of attracting and retaining highly skilled employees.

Principles

- a) PSM shall, subject to availability of resources and approved budget offer competitive remuneration.
- b) Every staff, upon engagement, will be notified in writing of the amount of salary and allowances to be pCharity to them.
- c) PSM shall apply pay equity for all staff irrespective of gender or other distinction.
- d) A PSM staff shall be pCharity a salary with effect from the date they assume duty in accordance with approved salary structure.
- e) The entry point to a salary grade shall depend on qualifications, experience, nature and scope of duties and responsibilities involved in the position.
- f) PSM shall pay its staff a consolidated monthly salary as may be determined from time to time by the Board. Salaries and applicable allowances shall be pCharity on a monthly basis throughout the year.

8.1. Salary

Computation of Salary will be as follows:

- a) Salary shall be pCharity according to the Salary Structure as approved by the Board. The DHR shall be responsible for managing payroll, in accordance with procedures ICharity down by the Ministry.
- b) The monthly salary computation shall be based on a month. Where a staff works for less than a month, their salary shall be prorated and pCharity commensurate to the number of days worked.

8.1.1 Statutory Deductions

- a) Salaries to staff shall be pCharity net of all statutory deductions in accordance with the Laws of Uganda.
- b) Total deductions shall not exceed two thirds of the gross remuneration due.

8.1.2 Salary Structure and Review

- a) PSM shall establish a salary scale appropriate for its nature of business

The salary structure shall have salary grades for different levels of jobs and a scale for each grade possessing a lower, mid-point and an upper point.

- b) A comprehensive salary survey shall be carried out periodically through benchmarking with similar institutions. to determine the competitiveness of PSM's total remuneration package as compared to other employers.
- c) To enhance staff motivation and retention, PSM will review salaries periodically based on the prevailing market conditions.
- d) All increments will be recommended by the Chief Executive Officer and approved by the Board where applicable. The salary increments shall normally be within the approved salary structure.

8.2 Salary Advance

- a) Staff may apply for a salary advance not exceeding one (1) month's net pay. PSM shall recover the amount advanced from the staff's salary and emoluments at source in equal instalments and shall be recoverable within three months following the month in which it is pCharity to the staff.
- b) Procedure: Salary advance request form will be submitted to the Director Human Resource upon the recommendation of the Head of Department, Duty Station Manager or Line Supervisor.

- c) Salary advances may only be given between the months of July and March of each financial year.
- d) Eligibility: The following categories of staff shall not be eligible for a salary advance:
 - i Staff on probation
 - ii Temporary staff
 - iii Staff with outstanding salary advances;
 - iv Staff on attachment and casuals;
 - v Staff who have benefited from a salary advance twice in a given financial year.

8.3. Medical Insurance

- a) PSM shall proactively institute medical schemes that shall ensure that staff and their immediate families are provided with quality medical care and treatment. In this regard, PSM shall contract providers for medical care and services to employees.

8.4. Medical Incapacity Benefits

Where staff is terminated due to medical incapacity, they will be entitled to compensation in accordance with the Workman's Compensation Act, where applicable.

8.5. Death Benefit

A death benefit for staff who dies in the course of duty shall be payable to the estate of the staff per the insurance scheme in place.

8.6. Hardship Allowance

PSM shall pay hardship allowance to all staff in work stations located in hardship areas in accordance with the hardship guidelines. The allowance is irrespective of position/rank and is intended to offset the hardships faced in those areas. Working in a hardship area will be an added advantage for career development, progression/promotion. At the time of transfer from a hardship area, management as much as possible shall deploy such staff to non-hardship areas, as per hardship guidelines. The Hardship Guidelines - Annexure 11 shall be reviewed from time to

time by the Director Human Resource in liaison with respective Directors and be approved by the Chief Executive Officer.

8.7. Transfer Allowance

In the event of a transfer from one duty station to another, staff shall be given a one-time allowance-equivalent to 14 days per diem. This allowance shall not be pCharity where an employee requests for the transfer or where the transfer is of a temporary nature (not exceeding 3 months).

8.8. Extra Responsibility Allowance

Staff who are officially required to carry out extra duties shall be given an allowance known as Extra Responsibility Allowance as indicated in the Allowances and Benefits Structure.

Eligibility for Extra Responsibility Allowance:

- i Staff eligible for Extra Responsibility Allowance will be designated in writing.
- ii Staff earning Extra Responsibility Allowance shall be compensated at the Board approved rates and salary applicable at the respective rank.
- iii Staff qualifying- for Extra Responsibility Allowance shall. cease, to earn Extra Responsibility Allowance when circumstances leading to their eligibility cease.
- iv Staff who fail to fulfil the requirements of the role leading to Extra Responsibility Allowance shall have their appointment and benefit withdrawn by the appointing Authority.

8.9. Per diem

8.9.1 Per diem in Uganda

When staff travel away from their duty station to carry out official duties or special assignments and stay away for a night or more, they shall be eligible for Per Diem to cater for meals, accommodation, laundry and other incidentals.

However, PSM may pay for accommodation directly to a hotel. In such instances, the staff shall be given an out of pocket allowance of 20% of the local Per Diem rate (in Uganda).

8.9.2 Per diem outside Uganda

Staff who travel away from their duty station and out of Uganda to carry out official duties or special assignments and stay away for a night or more, shall be eligible for Per Diem at the rate prescribed in the Allowances and Benefits Structure.

8.10. Field Allowance

Staff who travel away from their duty station to carry out official duties or special assignments and stay away for a night or more but not exceeding an equivalent of 14 cumulative days in a period of 30 days, shall be entitled to payment of per diem as prescribed under the benefits policy.

- a) In the event that the staff stay in the field for any extra days beyond 14 days in a period of 30 days, the applicable rate shall be UGX. 55,000 per night for extra days.
- b) No safari day allowance shall be pCharity concurrently with per diem and field allowance.
- c) For assignments that are less than 30 kms from the duty station but require staff to stay overnight, authorization to pay per diem/Field Allowance shall be sought by the respective Director from the Chief Executive Officer.

8.11. Safari Day Allowance

Staff who travels away from their duty station, for a period of 6 hours or more or within a radius of 30 KMs of their duty station, in any one day and returns to the duty station the same day will be eligible for Safari Day Allowance.

8.12. Out of Pocket Allowance

Where the Ministry or funding partner has met the full cost of meals, transport and accommodation of a staff member, Out of Pocket will be payable to the staff to cater for incidentals related to the activity therein.

8.13. Warm Clothing Allowance

Warm clothing allowance shall be payable once every two (2) years to staff on local terms who are sent either for training or official duty to foreign countries during cold/winter season when the temperature is consistently below 14⁰C. .

8.14. Special Duty Allowance

Special Duty Allowance shall be pCharity to staff who are on a special duty appointment in accordance with the Policy on Appointments in HRPM. The Special Duty Allowance shall be 30% of the staff's current monthly gross pay. The qualifying period for payment of Special Duty Allowance is a minimum of thirty (30) days continuous service.

8.15. Sitting Allowance

Sitting Allowance shall be pCharity to members of the Contracts Committee, Evaluation Committee or other Committees as may be determined from time to time by the Board/Chief Executive Officer.

8.16. Training Allowance

Staff assigned training roles by the Director of Human Resource will be reimbursed at a rate prescribed in the Allowances and Benefits Structure.

8.17. Overtime-Allowance

Overtime may be pCharity as consolidated lump sum for staff normally work beyond normal working hours as routine.

8.18. Honoraria

Honoraria allowance shall be pCharity to staff engaged in work carried out within a specified period of time. The work shall be of exceptional importance, outside the normal scope of the staff's official duties, involve disproportionate amount of their official and private time, involve temporary additional responsibilities and require the direct use of their special talent and/or professional skills.

Honoraria may be pCharity to external resource persons using the same criteria as per approved rates.

8.19. Acting Allowance

A staff who is temporarily appointed into a higher position in the Ministry structure when the incumbent is on leave. when the position is vacant or for any other reason shall receive the following;

- a) The difference in pay between the two positions.
- b) The benefits accruing to that position when the position is vacant.
- c) The staff will qualify for these allowances after 30 continuous days in that acting role.

8.20. Official Travel

Travel Authorization

- a) All official foreign travel and estimated expenses will be recommended by the staff's respective Director and authorized by the Chief Executive Officer and any other relevant authority.
- b) All official local travels and estimated expenses will be authorized by the staff's respective Director.
- c) Air travel Staff, who are required to travel outside Uganda by air, shall travel as follows:
 - i CEO and Directors -Business Class
 - ii All other staff — Economy Class. .
- d) Travel by Road within Uganda

Wherever available, a Ministry owned car shall be used for all travel by road.

Staff may use their own vehicles for the purpose of the business trip provided that prior approval is obtained from the staff's Director or Head Administration and that the staff take responsibility for ensuring that the vehicle is:

- i In good Mechanical Condition

- ii Appropriately insured in accordance with local legislation
- iii Appropriately registered or licensed in accordance with local legislation
- iv Driven by a person with a valid driving permit

In case staff are authorized to use their own vehicle for the purposes of a business trip, the Ministry shall provide a mileage allowance per Kilometer travelled. For mileage allowances, where a trip is commenced or terminated at a claimant's home, the distance travelled shall be computed from either the duty station or home whichever shall result in the lesser distance.

Car hire expenses will be for actual and necessary costs of such rental. The allowed class of hire shall be in line with the transport Policy.

8.20.1 Additional Costs Associated with travel

Reimbursable costs .

The Ministry will pay for or reimburse the cost of;

- i Inoculation required or recommended by PSM
- ii All Visas or other forms of travel permits
- iii Transport to and from the airport on departure and arrival times respectively.
- iv Warm clothing for employee on official foreign travel outside Uganda to a cold climate country where temperatures are constantly below 14⁰ C. Such claims will be substantiated by weather forecast reports.
- v Where the actual expenses exceed the per diem, reimbursement against receipts shall be considered. This is not applicable under full board travel arrangements.

8.20.2 Non-reimbursable Costs

The Ministry will not pay for or reimburse the cost of:

- i Passport processing and renewal
- ii Air travel upgrades involving additional costs. However, staff may request an upgrade at their own extra cost. The Chief Executive Officer may in exceptional circumstances upgrade air travel for staff.
- iii Costs relating to the spouse, partner or child of staff accompanying the staff on a business trip.
- iv Cost of excess baggage not caused by the necessity of taking items for business reasons. The staff concerned will meet all expenses of excess baggage due to other reasons.
- v Costs of surcharges due to missed flights purely out of the negligence of the staff.

Travelling as a Group

In order to minimize the risks of group travel to the Ministry the number of staff travelling on the same flight or mode of transport will be limited based on the perceived risk.

8.20.3 Travel Insurance

- a) All staff will be covered by the travel insurance to cater for medical/health emergencies or hospitalization while on foreign travel and in the event of loss, theft or damage of staff's baggage while travelling.
- b) Travel Insurance Policy will be obtained prior to the travel date by the Administration Department.

9.0. Leave

9.1 Policy Statement

It is PSM's Policy that all staff take their full leave entitlement as earned every calendar year. The objective of annual leave is to enable staff to take regular breaks from work and to promote the wellbeing of staff and their families. PSM shall therefore provide a variety of leave options for recuperation or other related purposes.

9.1.1 Policy Principles

- a) Statutory compliance; It is every employee's entitlement to take leave with full pay in a leave year once it is properly accrued.
- b) Personal wellness; working without an appropriate period of continuous rest can be detrimental to one's health and personal life, as well as ultimately lead to deterioration in work performance;
- c) Risk Management; failure by staff to take a significant continuous period of leave presents various operational risks. Periods of absence can assist in identifying any irregularities in the way the normal job-holder is performing the role;
- d) Development; Acting in a position during the absence of the incumbent offers other staff opportunities to develop their skills. It provides an opportunity for succession planning as staff become acquainted with how work is done in different positions when the substantive is on leave.

9.1.2 Leave Procedures

- a) Leave may be taken at the discretion of the employer depending on business needs of the Ministry. Management may, having regard to the necessity/demand of services, recall staff from leave notwithstanding that the staff's leave has not expired.
- b) Where staff is recalled from leave prematurely, the remainder of the leave shall be taken at a later date within the leave year or within 3 months after

the leave year. Any such recall of staff from leave shall be in writing approved by the Line Director.

- c) Annual leave shall only be taken as earned in accordance with this Policy
- d) Annual-leave accrued in a leave cycle shall be taken within that leave cycle but not later than 3 months after the end of that leave cycle.
- e) It shall be the responsibility of the Director to prepare and submit a leave roster for the staff in their respective directorates to the DHR This leave roster will clearly indicate leave entitlements, date of departure and date of return as well as the person who will temporarily carry out the staff's work while on leave.
- f) Leave will be taken in accordance with the leave plan/roster.
- g) Line Managers/supervisors shall ensure that their direct reports take leave as per the leave rosters and within the leave year.
- h) Leave days shall exclude weekends and Public Holidays
- i) Leave will be coordinated between immediate supervisors and the Directorate of Human Resource.

Leave shall be approved when due using the systems as specified in the leave guidelines.

9.2 Annual Leave Management

- a) It is the responsibility of approving supervisors to plan with, to encourage and ensure that staff take their leave as earned, and not to accumulate it unnecessarily. There will be no payment in lieu of leave and leave shall not be relinquished for any other benefits.
- b) In case of termination, dismissal, redundancy or retirement, the cash equivalent of the leave taken by the staff member in excess of the pro-rated entitlement shall be deducted from the final salary payment and benefits.
- c) In case of termination, dismissal, redundancy or retirement, payment in lieu of the earned leave balance shall be paid out to the exiting staff.
- d) In any given leave cycle, staff shall take a minimum of 10 continuous days or as may be varied by the Director/CEO or Board from time to time.

9.3 Types of Leave

9.3.1 Annual Leave

Leave entitlement for all staff, shall be 30 working days unless otherwise specified in the letter of appointment or contract. Annual leave per leave cycle will accumulate and be credited on a pro-rata basis.

9.3.2 Maternity Leave

- a) A female staff is entitled to maternity leave of 60 working days of which at least four weeks shall follow the childbirth or miscarriage. However, should the right to maternity leave arise during a probationary period; such probation will be deferred by the same number of days.

b) In the event of sickness arising out of pregnancy affecting either the mother or the baby and making the mother's return to work inadvisable after the expiry of maternity leave, the staff shall apply for sick leave in accordance with the sick leave Policy and shall produce a certificate as to her or the baby's medical condition from a recognized medical officer. PSM reserves the right to do an independent verification of the baby or mother's condition.

c) Staff must notify PSM in writing, unless they are unable to do so, of the dates on which they intend to commence maternity leave and return to work after maternity Leave. Such written notice must be given to DHR at least two (2) weeks before the staff intends to commence maternity leave or, if it is not reasonably practicable to do so, as soon as is reasonably practicable.

d) Maternity Leave shall be leave-earning.

9.3.3 Paternity Leave

a) A male staff, immediately after the delivery or miscarriage by his legally recognized wife or wife registered with PSM, shall have the right to a period of five working days. Paternity leave shall only be taken once in a calendar year.

b) The staff member shall be entitled to full pay of salary during the paternity leave.

c) In the event of sickness arising after the birth of a child affecting the baby and making the father's return to work inadvisable after the expiry of paternity leave, the staff may apply for compassionate leave and shall produce a certificate as to the baby's medical condition from a recognized medical officer. PSM reserves the right to do an independent verification of the baby's condition.

9.3.4 Sick Leave

a) Sick leave shall mean a period during which a staff, with the approval of a recognized medical officer, is genuinely absent from duty owing to serious illness and convalescence. PSM recognizes that staff may occasionally be prevented from working because of sickness or injury and require protection against loss of income during such periods of incapacity. Such staff shall submit to their immediate supervisor, within three days, a sick leave recommendation report from a recognized medical officer.

b) To be eligible for sick pay, staff unable to report to work due to illness must inform their Supervisor within 48 hours of being absent and shall furnish a medical certificate from a medical officer recognized by PSM certifying such illness and recommending sick leave for a specified number of days. The Supervisor shall forward the medical Certificate along with their approval to

Human Resource for record keeping and leave tracking. A copy will be placed in the staff's personal file.

c) Staff who fail to contact their immediate supervisor or the DHR within a period of five days shall be deemed as having absconded from duty and shall be dealt with in accordance with the Disciplinary Policy, unless a reasonable explanation can be made for the absence or failure to communicate the absence.

d) In any event, PSM reserves the right to require the staff to undergo an independent medical examination by a medical officer recognized by PSM. Staff shall be remunerated as follows during their approved sick leave.

CATEGORY	MAXIMUM PERIOD ON	
	FULL PAY	HALF PAY
Staff with 4 years or more of Continuous service	3 months	3 Months
Staff with less than 4 years of Service but more than one year's service	2 Months	2 Months
Staff on Probation or with continuous service of less than one year	1 Month	1 Month

e) Thereafter the staff will be considered-for termination in accordance with the Policy on termination on grounds of medical incapacity.

f) Sickness or Injury sustained in the course of duty resulting into loss of a job because of permanent incapacity shall be compensated under the Workers Compensation insurance.

9.3.5

Compassi

onate Leave

In the event of trauma, hospitalized sickness or death of spouse, child or parent, staff will be entitled to a maximum of 3 working days per event subject to a maximum of 10 days in a calendar year.

9.3.6

UnpChari

ty Leave

a) In exceptional circumstances, the Ministry may grant staff who has exhausted annual leave, unpCharity leave of a period not exceeding 3

consecutive calendar months. UnpCharity leave shall be granted at the discretion of the Chief Executive Officer.

- b) Application for leave of absence will be submitted to the CEO through the Director Human Resource or designate for approval as appropriate.
- c) During leave of absence, the staff will not be entitled to Salary and/or any other benefits.
- d) Should the period of unpCharity leave taken exceed 3 months, the staff will be deemed to have separated from PSM

9.3.7

Special

Leave

- a) cases where staff is assigned by the employer to undertake special work assignments outside PSM, through which PSM's interest and image will be directly or indirectly served, such staff may be granted special leave, at the discretion of the Chief Executive Officer.
- b) Special Leave shall not exceed 3 months (continuous or in approved piecemeal instalments) and shall be duly approved by CEO. The staff shall be on full pay, earning annual leave and other benefits.

During leave of absence, the staff will not be entitled to Salary and/or any other benefits.

Should the period of unpCharity leave taken exceed 3 months, the staff will be deemed to have separated from PSM

9.3.8

Study

Leave with Pay

Study leave with pay may be granted to enable staff who is confirmed in service to undertake further studies. The course content must be relevant to the business needs of the Ministry.

- a) All applications for Study Leave must be routed through their respective Directors and Director Human Resource for the final approval of the Chief Executive Officer, in accordance with the Human Resource Development Policy.
- b) The terms of such leave shall be determined and clearly spelt out by Management on a case by case basis.
- c) Staff on official sponsored fulltime training courses shall be deemed during the period of absence to be on Study Leave and the Ministry shall pay such staff full salary (Less all-statutory and other deductions). PCharity study leave shall not exceed 12 months.
- d) Study leave with pay is not leave earning.
- e) Staff that proceed on study leave with sponsorship from PSM shall be required to execute an employee bond for 2 years.

- f) The line manager that a staff proceeding for study leave:
 - i. Hands—over all PSM property in accordance with the handover procedures.
 - ii. Takes all approved earned leave before the course.
- g) Study leave shall not be extended beyond the duration of the course without approval by Management.

9.3.9

Study

Leave without Pay

- a) Staff who have served the Ministry for a continuous period of at least 1 year may apply and may be granted Study leave without pay for a period not exceeding 12 months.
- b) PSM reserves the right to approve a staff's application for study leave without pay.
- c) PSM shall grant study leave without pay to staff once in every 4 years.
- d) All requests for Study Leave without pay must be routed through the respective Director and Director Human Resource for the final approval of the Chief Executive Officer, in accordance with the Human Resource Development Policy.
- e) The DHR shall ensure that the staff has exhausted any outstanding annual leave before commencement of Study Leave-Without-Pay.

9.3.10 Career Development Leave

In support of PSM staff's career development, staff may be granted career development leave up to a maximum of 10 working days in addition to the annual leave earned to pursue their examinations. The entitlement to examination leave shall be upon exhaustion of one's annual leave and will be earned once in a calendar year.

9.4 Overstaying Leave

- a) Staff who overstays any category of leave granted to them under this Policy without reasons satisfactory to their immediate supervisor and the DHR shall be liable to disciplinary action in accordance to the PSM disciplinary code.
- b) The numbers of days overstayed shall be deducted from the annual leave entitlement.
- c) In the event that staff overstays their leave for a period exceeding five consecutive days, they shall be deemed to have absconded from their duty in accordance with this Policy.

9.5 Public Holidays

- a) In accordance with government regulations governing public holidays, staff shall observe public holidays as directed by government except those staff required to work on such days..
- b) Staff required to work on public holidays shall be compensated at approved rates.

10.0 Occupational Safety and Health (OSH)

10.1 Recognition of OSH by PSM

In developing this Policy, PSM recognizes and accepts its moral, legal and financial obligations for taking proper care of the Health, Safety and Welfare of all its staff.

In implementing a Health & Safety Management System, PSM also demonstrates its commitment to ensure, so far as is reasonably practicable, that all aspects of the workplace and its operations are subjected to continually higher standards in Health and Safety management.

In recognition of the aforementioned obligations, PSM will:

- a) Recognize and comply with all relevant legislative requirements pertinent to, Health, Safety and Welfare, and intends that this level of compliance is the minimum standard acceptable for all activities and operations;
- b) Ensure, so far as is reasonably practicable, that all plant, equipment and machinery used by PSM is free from defects, safe and suitable for the task and maintained in a safe condition;
- c) Provide, so far as is reasonably practicable, a safe and healthy working environment, with safe access and exit, and safe systems of work for all its employees;
- d) Ensure that hazard identification and risk assessments within PSM work premises are carried out in accordance with current legislation and that adequate resources are made available to eliminate or reduce risks to their lowest acceptable level;
- e) Ensure effective communication and reporting to enable consultation with staff at all levels and on any matters relating to Staff Health, Safety and Welfare;
- f) Provide such information, instruction, training and supervision as is necessary to ensure the Health, Safety and Welfare of all PSM staff are conducted in compliance to set standards and practices.
- g) Endeavour to ensure that all staff co-operate fully in all aspects of this Policy and thereby assisting in fully complying with current Health and Safety legislation;
- h) All Ministry Staff shall ensure compliance with the OSH policy in as far as their dealing may affect other. persons not being employees of PSM such as Contractors and members of the communities/general public affected by PSM activities.

It's the duty of the staff of PSM to take reasonable and safety of themselves and or other persons who may be affected by their acts or omissions while at PSM premises.

10.2 Responsibility

Management shall have overall responsibility for ensuring the safety and health of workers and the general public affected by PSM's operations in accordance with the OSH Policy.

This will be done through the following;

- a) **Investigations**

The Ministry shall carry out investigations of work-related injuries, ill health, diseases and incidents, and their impact on safety and health performance in accordance with the OSH laws and standards

b) Audit

The Ministry shall conduct Periodic Audits and Management review of the Safety Management System in compliance with the OSH laws and standards

c) Management Review

The Ministry shall carry out a Management review to evaluate compliance to Audit recommendations of the Safety Management procedures.

d) Continual improvement

Arrangements shall be established and maintained for the continual improvement of the relevant elements of the Safety Management Systems.

e) Notifications of Injury

Notifications to the Ministry shall be made in accordance with the Safety Management Systems Manual as per the OSH Laws.

10.3 Employee Health and Well Being

PSM's Medical and Wellness Policy is geared at promoting a healthy, happy, productive and motivated workforce. PSM shall proactively institute competitive medical schemes that shall ensure that their staff and immediate family are provided with quality medical care and treatment. In this regard, PSM shall contract best practice medical providers that provide medical care and services to her staff

10.4 HIV/CHARITYS

10.4.1 Policy Statement

PSM is committed to employment equity and the provision of a safe and healthy work environment. It is therefore committed to prohibit unfair discrimination on the basis of HIV//CHARITYS.

PSM shall therefore;

- a) Establish, implement and promote HIV/CHARITYS prevention strategies and programs tike provision of HIV/CHARITYS information to staff.
- b) Implement non-discriminatory policies, procedures and practices in managing individuals who have HIV/CHARITYS.
- c) Approach individuals who have HIV/CHARITYS in the same manner as those with any other progressive debilitating illness and provide counseling and emotional support to them. Where possible, coordinate with other Authorities to counter HIV/CHARITYS and alleviate its impact as appropriate.

The HIV/CHARITYS Policy has been developed for the following key reasons:

10.4.2 Dissemination of HIV/CHARITYS Information

PSM recognizes a need to disseminate standard, consistent and factual information on HIV/CHARITYS and to educate our staff to minimize and manage HIV/CHARITYS infection to minimize risks and costs to PSM.

10.4.3 Corporate Social Responsibility

PSM has a social responsibility to support HIV/CHARITYS care, preventative efforts and to protect the basic human rights of those who are HIV positive in the workplace and the community in which PSM operates. PSM will also contribute to reducing the spread of HIV/CHARITYS through participating in Ministry of Health driven campaigns.

10.4.4 Non-Discriminatory Policies, Procedures and Practices

Staff living with HIV/CHARITYS, STI and other life threatening infections have the same rights and obligations as all employees and PSM shall maintain confidentiality of an employee's status at all times.

10.4.5 HIV Testing and Screening

PSM shall, consistent with Government Policy, encourage staff to consider HIV testing and screening for themselves and their families. This shall by no means be compulsory unless it is a precondition of a Medical or Life Insurance or Pension Scheme.

Where testing is required under the above circumstances, PSM will comply with the requirement but will ensure that the testing is authorized by the staff and accompanied by pre-and post-testing counseling.

Where testing is done at the instance of the staff, this will be with their informed consent and accompanied by counseling.

HIV/CHARITYS status shall not constitute a reason to preclude any person from employment.

10.4.6 Managing HIV/CHARITYS

- a) PSM shall provide a conducive environment to access counselling, testing and medication for HIV/CHARITYS.
- b) PSM will mitigate the spread of HIV/CHARITYS through education programs and dissemination of information in collaboration with partners in HIV/CHARITYS education.

10.4.7 Confidentiality of HIV/CHARITYS Information

Confidentiality regarding the HIV/CHARITYS status of staff shall be maintained at all times.

10.5 Natural / Other Hazards

Where staff are involved in and are affected by natural hazards like bad weather, climate or other hazards beyond their control like wars, thefts, terrorism etc., they shall be covered by the group personal and workers compensation insurance schemes as applicable.

11.0. Performance Management

11.1. Policy Statement

PSM shall develop a culture of performance and accountability for results. The performance of the Ministry in carrying out its mandate is monitored under a Performance Agreement, which sets out the key outputs that must be achieved during the year. In this regard, every staff of PSM has a role in contributing to the overall performance obligations.

This Policy therefore sets out the framework through which PSM staff performance is managed, with the goal of ensuring that the Ministry meets its targets and objectives.

Management shall establish a system and process through which performance shall be managed.

11.2. Policy Objectives

- a) Reinforce Management commitment to pursue PSM excellence through the employee performance management system. .
- b) Cultivate a culture of accountability as well as promote PSM core values.
- c) Align staff objectives and targets to the corporate strategy.
- d) Provide a basis for monitoring and evidence-based assessment of performance to minimize subjectivity.
- e) Provide a basis for continuous performance improvement, staff development, recognition and reward.

11.3. Performance Management Cycle

Performance management shall be reviewed in two cycles of six months each;

- a) Cycle 1- July- December
- b) Cycle 2 – January-June

11.4. Performance Planning

Performance Planning shall be carried out annually and shall be documented in Directorate and Departmental work plans.

At individual level, staff and the supervisors shall develop bi-annual performance agreements across the Ministry.

11.5. Performance Feedback

Performance feedback during an appraisal cycle shall be carried out at least once every three months.

11.6. Performance Appraisal

- a) Performance appraisals shall be carried out at the end of each cycle;
- b) Staff shall be appraised against agreed upon and/or prescribed work objectives and targets;
- c) All staff shall be required to sign the Performance appraisal and give their views in writing;

11.7. Performance during Probationary Period

- a) Staff serving probation shall be appraised at the expiry of their probationary period.
- b) Upon confirmation, the staff shall be appraised as per the UNRA annual performance cycle in every financial year.
- c) Performance feedback period shall be carried out at least once in every 3 months
- d) Where unsatisfactory performance has been observed, it shall be communicated in writing to the staff with a warning towards any further unsatisfactory performance at the feedback.
- e) Performance Improvement Plans (PIP) shall not apply for staff on probation.
- f) Any probationary staff who fails to attain the approved probationary performance rating at meets expectations shall not be confirmed into the service of PSM
- g) Supervisors of staff on probation are required to support, provide feedback and guidance to the staff during the probationary period.

11.8. Performance Appraisal

- h) The staff will evaluate their performance after which their supervisor will appraise them and an agreed rating derived thereafter.
- i) Each appraisal will be subject to quantitative scoring in relation to prescribed objectives, initiatives and measures relevant to a particular job position.

11.9 Management of Unsatisfactory Performance

- a) Staff whose performance is rated unsatisfactory Shall be placed on a Performance Improvement Plan (PIP) for a period of six (6) months effective on signing of the PIP plan.
- b) After implementing the first PIP, if performance has not improved, the Staff shall be issued with a second and final PIP.

- c) At the issuance of the Second PIP, the staff will also be issued with a Termination Notice, and shall subsequently be liable to termination if they fail to improve their performance at the completion of the second PIP.

11.10 Management of Performance Appraisal

Recommendations

The Authority shall implement the appraisal recommendations with a view to recognize and reward staff performance, and address their development needs.

12.0. Grievance Management Policy

12.1. Policy Statement

- a) It is PSM's Policy to resolve grievances expeditiously in order to maintain harmonious working relationship.
- b) PSM Staff are at liberty to report any grievance on matters associated with their employment.
- c) Maintain and achieve a happy place or environment to work for all PSMAD staff.

12.2. Objectives of the Grievance Procedure

- a) To provide a channel of communication that effectively identifies individual grievances encountered in the course of performing duties.
- b) To resolve personal grievances and complaints as near as possible to the source in the shortest time possible.

12.3. Grievance Management Procedure

12.3.1 Consultation

Staff may consult and seek guidance before formally reporting the grievance. Staff are encouraged to consult HR, other line managers, or a trusted colleague of their choice when a perceived grievance occurs. The role of the HR/other line manager/colleague is to guide the aggrieved staff, provide relevant information concerning policies, practice, and procedure, which may have a bearing on the matter.

12.3.2 First Level Grievance Management

- i. if the matter is not addressed through consultation, staff shall first report the grievance to their Immediate Supervisor or Second Line Supervisor.
- ii. The Immediate Supervisor/Second Line Supervisor shall carefully consider any submission-made and resolve the matter within ten- (10) working days.

12.3.3 Second Level Grievance Management

i. If after the ten (10) working days the First Level Supervisor has not resolved the grievance, then it shall be referred to the next level Supervisor who shall also determine or resolve the same within 10 days.

12.3.4 Third Level Grievance Management

i. If after ten (10) working days a grievance has not been resolved at the second level grievance management stage, the staff shall escalate the matter to the third level supervisor "respective Director who shall also determine or resolve the same within 10 days.

ii. Notwithstanding the fact that procedures described in this grievance management process may not have been exhausted, and because of the hierarchical structure, the staff may escalate the grievance to a higher-level supervisor for resolution of the matter.

12.3.5 Fourth Level Grievance Management

i. If the matter, having been dealt with at the initial three stages and is still not disposed of it shall be escalated to Director Human Resource.

ii. The Director Human Resource and the respective Director and any other relevant party shall resolve the matter in 10 working days. The decision made at this level shall be final.

12.3.6 Grievances by Senior Management Employees

i. Grievances between Heads of Department and Directors shall be referred to the Chief Executive Officer.

ii. If staff at this level is still aggrieved, they shall escalate the matter to the Finance and Administration Committee of the BOD. The decision made at this stage shall be final.

iii. Grievances between Director(s) and the Executive Director shall be referred to the Finance and Administration Committee of the BOD. If staff at this is still aggrieved at this stage, they shall appeal to the full Board of Directors. The decision made at this stage shall be final.

13.0. Disciplinary Policy and Procedure

13.1. Policy Statement

It is PSM's Policy to develop a culture of compliance to PSM's core values, Policies, Procedures and Guidelines. The breach of these shall result in disciplinary action. The Staff Discipline Policy therefore is intended to ensure that staff are responsive to these standards and are personally accountable for any violations. Therefore;

- a. All staff are expected to uphold the Ministry's policies in order to achieve orderly and efficient business processes; and to protect the staff, the Ministry's assets and its image.
- b. It shall be the responsibility of the Human Resource Directorate to ensure that terms and conditions of work and Policy and procedure of conduct as specified in this manual are communicated to all staff and made available at convenient locations to allow for easy access and reference by all staff.
- c. The Human Resource Director (DHR) and respective Directors shall be responsible for guiding the-disciplinary process where it becomes necessary to take disciplinary action. However, where breaches fall within their level of authority, immediate supervisors are responsible for addressing behavior and performance issues by taking the necessary action at the earliest possible time.

13.2. Purpose

The purpose of this Policy is to; -

- a) Enable the staff to take corrective action in the event of non-compliance to PSM's core values, Code of Conduct, policies & procedures.
- b) Ensure that staff are aware of the:
 - i. Authority's code of conduct
 - ii. Procedures-for investigation-of breaches
 - iii. The disciplinary process
 - iv. Penalties for breaches.
- c) This Policy requires that;
 - i. Disciplinary action is impartially administered in keeping with the Ministry's Policies in order to promote harmonious relationships amongst staff and between staff and the Ministry.
 - ii. All parties take the necessary action to ensure the earliest possible corrections.

13.3. Objectives

The objectives of this Policy are to:

- a) Provide a framework for prompt, consistent and fair action.
- b) Give staff an opportunity to be heard.
- c) Provide for a right of appeal.

13.4. Principles

- a) The disciplinary process is premised on prevention of wrongdoing of staff and rehabilitation. However, where need arises the Ministry shall render appropriate penalty as detailed in the Policy.
- b) All disciplinary action taken shall be in accordance with the disciplinary process outlined in this Policy.

- c) The Authority shall ensure that staff who have breached the Ministry's Policies and procedures are treated fairly and that the Disciplinary Policy and procedure is applied with consistency among all staff.

13.5. Scope

This Disciplinary Policy shall apply to all staff of PSM.

13.6. Categories of Offences

Offences shall be categorized as:

- a. Minor Offences
- b. Misconduct
- c. Gross. misconduct

13.6.1 Minor Offences .

Minor offences shall include prohibitions provided for, in this HRPM and in' all PSM Policies and shall not be limited to the ones listed below;

- i. Absence from duty during working hours without permission of the relevant supervisor for more than the approved time.
- ii. Absence from work for one (1) day without permission except in cases where by reason of illness or other unavoidable circumstance permission, cannot be obtained prior to such absence.
- iii. Being late for work for up to seven (7) times per month without permission
- iv. Failure to adhere to established safety and security procedure
- vi. Refusing to sign in or comply with any other form of clocking in system
- vi. Failure to wear provided protective gear, uniforms, name tags or identity cards
- vii. Breach of PSM Dress Code

13.6.2 Misconduct

Misconduct offences shall include prohibitions provided for, in this HRPM, all PSM Policies and the laws of Uganda, and shall not be limited to the ones listed below;

- i. Absence from work for two (2) to four (4) consecutive days without permission except in cases whereby: reasons of illness or other unavoidable circumstances permission cannot be obtained prior to such absence.
- ii. Failure or refusal to follow lawful work instructions/ insubordination.
- iii. Failure or refusal to adhere to the Ministry's established Policies and Procedures.
- iv. Failure to report damage to the Ministry's property under one's care.
- v. Sexual activity on the Ministry's premises.
- vi. Withholding information. or failure to disclose information or an act, which may be detrimental to the Ministry's operations.
- vii. Use of the Ministry's property for personal benefit without permission.

- viii. Failure to bring to the attention of the Ministry any action by another staff, which may jeopardize the safety of others or brings the Ministry into disrepute.
- ix. Misuse of systems, logistics, resources, facilities of the Ministry.
- x. Use of obscene language to colleagues, managers/supervisors or clients.
- xi. Verbal assault and incivility.
- xii. Negligence in the performance of one's duties.
- xiii. Poor customer service that attracts justified stakeholder complaints.
- xiv. Defamation and malicious rumors
- xv. Dishonesty
- xvi. Charitizing and abetting of breaches under the disciplinary Policy and procedure
- xvii. Smoking on office premises
- xviii. Failure to comply with a posting or deployment instruction
- xix. Computer misuse
- xx. Unauthorized use of PSM property
- xxi. Unauthorized removal of property of co-workers, of the Ministry or clients.
- xxii. Refusal of supervisors to grant leave without justifiable reason
- xxiii. Failure to attend scheduled training resulting in financial loss
- xxiv. Failure to account for advanced funds within the stipulated time

Obstructing sanctioned investigations of misconduct

13.6.3 Gross Misconduct
Gross Misconduct offences shall include prohibitions provided for, in this HRPM, all PSM Policies and laws of Uganda, and shall not be limited to the ones listed below;

- i. Absence from work for more than five (5) consecutive days without permission except in cases where, because of illness or other unavoidable circumstances, permission cannot be obtained prior to such absence.
- ii. Gross misuse of the Authority's resources leading to waste and loss and/or damage to the Authority's property.
- iii. Fraud, Bribery, corruption and any Violation of the Anti-Corruption Act 2009
- iv. Undeclared conflict of interest
- v. Abuse of office
- vi. Using one's position in the Ministry for personal gain and/or to obtain favours from clients.
- vii. Assault, physical violence, threatening violence and fighting in the Ministry's premises.
- viii. Bullying or harassment of colleagues or clients, including sexual harassment.
- ix. Sexual activity on the Ministry's premises
- x. Sabotage or damage of the- Ministry's 'co-workers' equipment or property:
- xi. Willful damage or mutilation of the Ministry's records.

- xii. Endangering the safety and welfare of others, which could/does result in injury, disability, or death.
- xiii. conviction of a criminal offence in a Court of competent jurisdiction.
- xiv. Submission of false academic testimonials and qualifications as a basis for employment, appointment or promotion.
- xv. Forging and falsification of documents
- xvi. Failure to comply with a posting or deployment instruction
- xvii. Impersonation
- xviii. Committing any act, which brings the Ministry into disrepute
- xix. Using one's position in the Ministry for personal gain and/or to obtain favours from clients
- xx. Divulging confidential or secret information to unauthorized persons.
- xxi. Gross Negligence in the performance of one's duties
- xxii. Unauthorized possession of dangerous weapons
- xxiii. Theft or unauthorized removal of co-workers', Ministry's or client's property
- xxiv. Disgraceful or improper conduct that brings the Ministry into disrepute
- xxv. Noncompliance to lawful instructions
- xxvi. Bankruptcy
- xxvii. Obstructing sanctioned investigations of gross misconduct
- xxviii. Attending work under the influence of alcohol and other psychotropic/illegal substances, using and/or distributing illegal substances on the Ministry's premises or worksites.
- xxix. Computer misuse
- xxx. Unauthorized use or letting out of PSM property
- xxxi. Consistent failure to account for advanced funds within the stipulated time despite formal reminders.

13.7. Disciplinary Penalties

The following are the disciplinary penalties which may be applied under this Policy:

- a. Verbal Warning and Caution
- b. First Written Warning .
- c. Final Written Warning
- d. Surcharge
- e. Disciplinary Suspension .
- f. Termination
- g. Dismissal

a. Verbal Warnings and Caution

A verbal warning is a formal interaction between a Supervisor and staff held in private about a conduct problem. The supervisor and/or manager may give the supervisee a verbal warning which shall be documented by issuance of a caution.

b. Written Warning

A Written Warning is an official notice that staff has breached the Ministry's policies, procedures, guidelines and core values detailing the offence and how long it is in effect as well as agreed actions.

The warning shall be issued by a Line Supervisor, acknowledged by the staff and sent to the Director Human Resource to be placed on the staffs file.

The following procedures shall apply where offenses re-occur:

- i. Where a Minor offence reoccurs after the First Warning or the staff commits any other minor offence within a period of six months from the First Warning Letter, the staff shall be referred to the Directorate Disciplinary' Committee. The DOC shall then recommend to DHR to issue a Final Written Warning.
- ii. After the Final Written Warning, if the staff continues to commit offence(s) it will be treated as a Gross misconduct and the Directorate Disciplinary Committee will refer the case to the Management Disciplinary Committee.
- iii. Staff who commits an offence categorized under Gross Misconduct shall be subjected to MDC whether they have been issued with any Warning or not.

c. Final Written Warning

A Final Written Warning may be issued by DHR to staff on recommendation of the DDC or by the MDC, following a disciplinary hearing notifying the staff that any offence thereafter shall lead to termination.

d. Surcharge

A surcharge is a requirement to make good any loss/damage that the staff has caused to the Authority. It will be determined on a case by case basis.

Disciplinary Suspension

staff may be placed on suspension without pay for an offence that does not necessarily amount to gross misconduct but is too grave to pass for a written warning, or a Final Written Warning.

A disciplinary suspension shall range from 2 days to 15 days in any one 6 months' period and shall be without pay. Staff sent on disciplinary suspension shall be liable to dismissal upon committing any misconduct within a period of one year.

A suspension may be recommended by DDC to Director Human Resource to take a final disciplinary action.

A Suspension may be issued by MDC and communicated by DHR.

f. Termination

MDC may terminate staff for Gross Misconduct. Any offence subsequent to a final written warning shall amount to gross misconduct and may warrant termination with notice preceded by a formal disciplinary hearing.

g. Summary Termination

The appropriate Disciplinary Committee may summarily terminate a staff in accordance with the provisions of the HRPM and/or the-laws of Uganda..

13.7.1 Time Frame for Imposing Disciplinary Penalty

Save for exceptional circumstances. PSM shall impose any of the above disciplinary penalties after the disciplinary committee has made a decision.

13.7.2 Lapse of Disciplinary Penalties

All disciplinary penalties imposed on staff in the sequence of the disciplinary process or in all other cases where record is taken of any infringement of the HRPM by staff, such penalties shall expire as stipulated in Table 3 below;

Lapse of Disciplinary Measures

Verbal Warning	Six (6) Months
Written Warning	Six (6) Months
Final Written Warning	One (1) Year
Suspension	One (1) Year

13.7.3 Administration of Penalties..

Administration of Penalties

Penalty	Authority
Verbal Warning	Immediate Supervisor

First Written Warning	Immediate Supervisor
Final Written Warning	DHR may on recommendation of Directorate Disciplinary Committee (DDC), Management Disciplinary Committee (MDC), Staff Appeals Committee (SAC)
Suspension	DHR may on recommendation of Directorate Disciplinary Committee (DOC) Management Disciplinary Committee (MDC), Staff Appeals Committee (SAC)
Termination/Summary Termination	MDC CEO -Staff Appeals Committee (SAC) BOD

13.7.4 Schedule of Disciplinary Breaches and Penalties

The penalties have been defined in accordance to degree of severity and where the written warnings are concerned, they can be First or Final Written Warnings.

Key:

- VW/C: Verbal Warning/Caution
- WW Written Warning
- FWW Final Written Warning
- S Surcharge
- DS Disciplinary Suspension
- T Termination
- ST Summary Termination

13.7.5 Disciplinary Procedures

This process shall apply to minor offenses, cases of misconduct and gross misconduct depending on the severity of the offence.

13.7.5.1 The Investigations Process

- a. Upon receipt of a preliminary report or complaint pointing to the commission of an offence amounting to a minor offense or misconduct, the supervisor shall make the necessary inquiries and report the case to the respective Director and to the Director Human Resource who will make the determination whether to refer the case for amicable settlement or DOC.

- b. Upon receipt of a preliminary report or complaint pointing to the commission of an offence amounting to gross misconduct, the Director Human Resource or the CEO will refer the case for investigation.
- c. The Director Human Resource may temporarily relieve the staff of their duties for an investigative suspension for a period of not more than Thirty (30) days or until the investigation has been completed whichever is shorter in which the investigation should be concluded. In cases where the offence does not necessitate further investigation the staff may be summoned for a disciplinary hearing.
- d. In cases where the offence. does not necessitate-investigation the staff may be summoned for a disciplinary hearing.

13.7.5.2 Investigative Suspension / Interdiction

An investigative suspension is a period during which staff is relieved of their duties with half pay, on allegations of Misconduct or Gross Misconduct to determine whether the suspended staff has a case to answer. Investigative suspension shall not exceed 30 calendar days or the duration of the investigation whichever is shorter but, in all cases, where such investigation exceeds 30 calendar days, the staff's salary shall be restored to full pay until the investigation is complete. In cases where the staff is absolved of the offence, their outstanding pay for the duration of the suspension shall be pCharity.

13.7.5.3 Outcome of Receipt of the Investigation Report:

- a. Upon receipt of the investigation report, the Director Human Resource shall set a date for a disciplinary hearing and issue disciplinary summons to the staff as per the findings of the report.
- b. If the staff is not implicated by the investigation findings the Director Human Resource shall inform the staff in writing that the investigation(s) have been concluded and that they have been absolved of any wrongdoing.

13.7.5.4 Notification of the Hearing and Service of Documents

- a. The Director Human Resource shall issue a notification for the hearing to the staff indicating the alleged infraction, the respective Policy/rule infringed, and the time, place and date of the hearing. Such notice shall be issued not less than 10 calendar days prior to the date of the hearing.
- b. Where the Ministry fails to locate the staff, service of the documents shall be made to the next of kin or adult member of their family or registered address on the personal file of the staff or email or WhatsApp or any other means available to the Ministry.
- c. The staff shall be notified of the offences preferred against them in writing stating the following:

- i. Nature of offence
- ii. Particulars of the offence
- iii. Summary of evidence
- iv. Date, time and venue of hearing
- v. Requirement for the employee to submit their written response to the allegations, two days before the hearing.
- vi. Requirement to notify the Director Human Resource in writing two days prior to the hearing if the staff is unable to attend the hearing.
- vii. Requirement to notify the Director Human Resource in writing two days prior to the hearing if the staff chooses to have a companion and communicating the particulars of the companion.
- viii. The companion may be a colleague, Line Manager, or a peer, all of whom shall be staff of PSM.
- ix. Acknowledgement of receipt of notification of hearing.

13.8 Confidentiality and Protection of Witnesses

- a) PSM may share a summary of the investigation report with the staff who is summoned for a hearing but will maintain confidentiality of the witnesses.
- b) The employer may not divulge information if it is likely to endanger the life or physical safety of a person or if the sharing of such information is likely to prejudice or impair the security of the Ministry's infrastructure, work methods, work environment, systems and or for the protection of witnesses.

13.9 Disciplinary Committees

13.9.1 The Management Disciplinary-Committee (MDC) •

a) Scope

The Management Disciplinary Committees shall handle Minor Offences and cases of misconduct including gross misconduct.

Such cases shall be formally reported by staff, line supervisor, Director Human Resource and any other source.

b) Composition of the Management Disciplinary Committee:

The Management Disciplinary committee will be constituted by the CEO and shall comprise of 5 members, with a quorum of 3.

c) The Management Disciplinary- Committee. shall. Comprise of. the: following;

- i. One Director as Chairperson
- ii. Two Heads of Department or a Manager

iii. . Two Managers

d) Term of office

With the exception of the respective Director, a member of-the Committee shall hold office for a term of two (2) years and may be eligible for re-appointment for one further term.

e) MDC Quorum

i. The quorum for the Management Disciplinary Committee shall be any three (3) substantive members.

In all cases, the quorum shall include a Director, Head of Department and a Regional Manager.

ii. Where the substantive Chairperson is unable to attend, the person acting/performing duties/designated shall assume the role of Chairperson of the Committee.

iii. A member of the Committee who is unable to attend a Disciplinary Committee hearing for reasons beyond their control shall formally delegate the role to a person officially acting/performing duties/designated in the position.

f) Functions of the Management Disciplinary Committee

i. To receive complaints, hear all cases of minor offences and misconduct as specified in the Disciplinary Policy and procedure and make decisions.

ii. The MDC shall, within five (5) working days upon completion of the hearing send a report of the decisions and findings and justification for the penalty imposed to the Director Human Resource for implementation.

iii. Where a Disciplinary hearing at MDC attracts a verbal warning, first and second written warnings, the decision thereof shall be implemented by the Director, with copies to the Director Human Resource.

iv. Where the MDC determines that the matter of Disciplinary hearing at MDC would result in a Final written warning, Suspension, cessation of employment in the form of termination or dismissal, the MDC shall prepare a report to the Director Human Resource.

13.9.2 Board Disciplinary Committee (BDC) Procedure

a. The BDC shall be constituted by the full Board. The Director Finance and Administration shall ensure that the investigation is completed within 30 days.

- b. Upon receipt of the investigation report, the Director Finance and Administration shall determine whether the findings of the investigations make out a case against the staff and summon the staff within 10 days for a hearing of the case by the full Board, sitting as the Board Disciplinary Committee.
- c. The Chief Executive Officer shall communicate the decision of the Board of Directors and inform the staff of their right to Appeal within the provisions of the laws of Uganda.

13.10 Disciplinary Hearing

- a. At the beginning of the Disciplinary Committee meeting, all the Members shall sign a declaration of conflict of interest. At the hearing where a case arises that a member of the Disciplinary Committee is one under investigation, he/she shall be exempted from that specific hearing unless formally invited as a witness.
 - b) During the hearing, the staff shall be presented with the relevant facts of the case and shall be given the opportunity to present their defence and/or present relevant documentation (if any).
 - c. The Committee may invite witnesses to the disciplinary hearing.
- d. **Non-attendance**
 - i. In the event that an employee fails to respond to the summons and the Committee is satisfied that the employee was duly served, the disciplinary hearing may proceed in the employee's absence.
 - ii. The Committee shall not accept any representations made by the employee's companion except where such representations are to explain the employee's absence.
 - iii. In the event that the employee is absent for a reasonable cause, the hearing shall be adjourned to the next hearing date.

e. Adjournments

- The Committee may at its discretion adjourn the hearing. In such cases, the next hearing date shall be communicated to the staff concerned.
- f. **Communication of the Committee Decision**

The Disciplinary Committee decisions shall be communicated by the Director Human Resource who shall inform the staff of their right of Appeal.

The BDC decisions shall be communicated by the CEO who shall inform the staff of their right of Appeal.
 - g. **Non-attendance by Committee Members**

A member of the Committee who is unable to attend' the-hearing for reasons beyond their control shall formally delegate the role to a person officially acting in their position or designated person to. act in-their-position

The Staff Appeals Committee (SAC)

a. Appeals

A staff who feels aggrieved by a disciplinary penalty issued by a supervisor or a MDC for the commission of a minor offence shall have a right to appeal against the decision to the Director Human Resource.

b. Appeals shall be in writing, stating the grounds of appeal to the Chief Executive Officer (Chairperson Employee Appeals Committee) with a copy to the Director Human Resource within fifteen (15) days from the date of receiving the decision of the Disciplinary Committee.

c. The Staff Appeals Committee shall consist of five members and shall be constituted by Chief Executive Officer. The Committee shall be comprised of;

- i. The Chief Executive Officer as Chairperson
- ii. Two Directors
- iii. Secretary
- iv. Legal Counsel

d. Term of office

With the exception of the Chief Executive Officer, a member of the Committee shall hold office for a term of two (2) years but may be eligible for re-appointment for one further term.

e. SAC Quorum

The quorum shall be three (3) Members and shall include the Chairperson and the Legal Counsel.

The CEO or the person officially appointed by the Board as acting CEO, shall be present at any SAC Meeting. Any other member of, the Committee who is unable to attend a SAC meeting for reasons beyond their control shall formally delegate the role to a person officially acting or delegated to act in their position. Members of the Disciplinary Committee shall not be eligible to sit as members of-SAC except as witnesses where required.

f. Functions of the Staff Appeals Committee

The Staff Appeals Committee shall preside over:

- i. Appeals by staff who are dissatisfied with decisions of the Disciplinary Committee regarding disciplinary matters.

- ii. Appeals by staff who are dissatisfied with the decision of the Grievance Management process.
 - iii. Appeals by staff who are dissatisfied with the decision regarding performance.
 - iv. Staff who have grievances against any Director.
- g. SAC Procedure
 - i. The Committee shall within 60 days of receiving the appeal, hear and determine the Appeal.
 - ii. Where the appellant has indicated that they have additional information that they could not access before MDC hearing, this shall be provided to SAC, which shall determine the appropriateness of such information.
 - iii. The Committee may invite witnesses to appear before SAC.
 - iv. The hearing notice shall be served.
 - v. A member of the Staff Appeals Committee who is unable to attend the hearing for reasons beyond their control shall formally delegate the role to a person officially acting in their position or eligible to act in their position with the exception of those who are members of the Disciplinary Committee.
 - vi. A member formally delegated to represent a substantive SAC member(s) shall exercise full powers as if they were a substantive member.
- h. . Procedure at Appeals
 - i. Any staff aggrieved by Management decisions shall prepare a case for appeal and any documents relevant to the case and submit them to the Chairperson of the SAC.
 - ii. The Secretary shall fix a date for the hearing of the matter and serve a hearing notice to the complainant/appellant of at least five (5) working days
 - iii. SAC shall make a decision on the appeal and notify the staff within ten (10) calendar days from the hearing of the Appeal.
 - iv. Any staff of- SAC may appeal to the Board of Directors within 5 working days from receipt of the SAC decision.
- i. Additional information at- Appeals .
 - i. In the event that the SAC requires additional information to guide their decision, the Chairperson or any member of the respective Committee; may be invited to the SAC to provide this additional information.
 - ii. After receiving the additional information, SAC may vary or uphold the original decision by the Committee.

14.0. Anti-Harassment Policy

14.1. Policy Statement

PSM is committed to providing and promoting an atmosphere at the workplace in which employees can realize their maximum potential. Staff are expected to act in a positive and respectful manner and be considerate to the cultural inclinations and backgrounds of fellow staff as a way of fostering harmony at the workplace. In light of this, harassment of any kind (race, colour, gender, religion, tribal, political affiliation, age and disability) shall not be tolerated.

This Policy is therefore intended to proactively prevent harassment and effectively deal with it when it occurs.

All allegations of harassment shall be treated seriously and management is committed to resolving all grievances brought to their attention. Staff must note that all allegations of harassment are serious, and false or malicious allegations shall lead to disciplinary action.

Harassment may occur when a person such as a supervisor, co-staff or subordinate attempts to influence or influences the staff circumstances e.g. appointment, promotion, discipline, training, salary increment or any other form of reward by victimization, or unfairness.

14.2. Forms of Harassment

14.2.1. Sexual Harassment

a) Definition

Sexual harassment happens where a staff, male or female directly or indirectly makes unwelcome and unreciprocated sexual advances, requests for sexual intercourse or sexual favours to another staff. Sexual harassment may include but is not limited to;

- i. Using language written or verbal or comments of a sexual nature which are unwelcome;
- ii. Unwelcome comments directed at an individual, based on the individual's gender, that are abusive in nature;
- iii. Sexual innuendoes in the guise of humour to coerce sexual favours;
- iv. Sexually degrading words, verbal abuse of a sexual nature; teasing, jokes or questions;
- v. Sexual remarks, flirtations, graphic or suggestive comments about a person's body, clothing or behaviour;
- vi. Patting, pinching or other unwanted touch of another's body;
- vii. Winking, Leering or ogling;
- viii. Uninvited letters, e-mails and telephone calls that are sexually suggestive;
- ix. Uninvited pressure for dates;
- x. Unwelcome and or offensive sexual advances;
- xi. Solicitation of sexual favours or other sexually related behaviour by promise of rewards;
- xii. Coercion of sexual activity by threat or punishment;

xiii.. The display in the workplace of sexually suggestive objects, magazines, cartoons, pictures-including nude photographs, videos or films.

b) Protection of Victims of Subtle Sexual Harassment

PSM seeks to encourage staff to freely and responsibly express opinions and feelings about any problem or complaint of sexual harassment. Staff will therefore not suffer disciplinary action in cases where they feel sexually harassed by another staff but cannot pin point a particular incident on account of the subtle behaviour of the perpetrator.

14.2.2. Aggression

a) Aggression is an action of violence with or without provocation resulting in hostile behaviour, readiness to confront another person or group of persons.

b) Aggression, may be physical or verbal aimed at humiliating, demeaning, offending, intimidating an individual or a group of individuals.

Examples may include the following:

a) Slander which is defined to mean making false and damaging statements about someone;

b) Violence and threatening violence;

c) Physical assault i.e. pushing, punching or slapping;

d) Malicious damage to property;

e) Verbal assault;

Protection of Victims of Subtle Sexual Harassment

PSM seeks to encourage staff to freely and responsibly express opinions and feelings about any problem or complaint of sexual harassment. Staff will therefore not suffer disciplinary action in cases where they feel sexually harassed by another staff but cannot pin point a particular incident on account of the subtle behavior of the perpetrator.

14.2.3. Discrimination

This is a form of harassment against race, color, gender, religion, tribal, political affiliation, age and disability.

14.2.4. Cyber bullying

This type of harassment is done online and may include, but is not limited to malicious rumors on social media, sharing personal information of the victim online.

14.3. Process of Managing Harassment

14.3.1. Complaints procedure

When faced with harassment staff may opt to either settle the situation informally, or lodge a formal complaint. Staff may use any of the following options;

a) **Dialogue**

Staff feeling harassed may approach the alleged offender whenever possible and attempt to resolve the unwelcome behavior as early as possible by making it known to the offender.

b) **Mediation**

The offended staff may resolve the harassment through mediation. For this purpose, the complainant is encouraged to talk about the situation with a third party of their choice, and seek advice, information and guidance from that third party. The third party (mediator) may invite the alleged offender and seek to resolve the dispute inter party.

c) **Format Complaint**

An aggrieved staff may initiate the complaint in writing to the Director Human Resource. The Director Human Resource shall review the complaint and determine whether to follow the Grievance Management Process or Disciplinary Process.

Where the complaint involves a Director, the report or complaint shall be made to the Chief Executive officer. Where the complaint involves the Chief Executive Officer, the report or complaint shall be made to the Chairperson Board of Directors.

14.3.2. Confidentiality in Harassment cases

PSM shall protect the privacy of the individuals involved and ensure that the complainant and the accused are treated fairly. Information about individual complaints shall be strictly confidential.

14.3.3. Sanctions

- a) If the investigation reveals that harassment occurred, disciplinary action shall ensue as per the Disciplinary Code.
- b) False allegations shall result into disciplinary action against the accuser.
- c) Complaints of harassment shall be investigated in accordance with the Investigation procedure outlined in the Disciplinary Code.

14.3.4. Assurance against Retaliation

Retaliation against persons who make harassment complaints or who provide information about such behavior is strictly prohibited. Retaliation could take the form of physical violence, threats, insults or threats of blackmail against the Complainant. Retaliation amounts to gross misconduct and will be dealt with as per the Disciplinary Policy.

15.0. Separation from Employment.

Separation from employment shall fall under the following 3 categories:

- a) Mandatory Separation
- b) Voluntary Separation
- c) Involuntary/Employer Separation

15.1. Mandatory Separation:

15.1.1 Retirement

The Mandatory Retirement Age shall be 60 years. Staff will be advised on their impending retirement, leave days and other entitlements at least one year before the due retirement date.

As much as possible, PSM will endeavor to conduct pre-retirement counseling two years before the Staffs date of retirement. .

15.1.2 Expiry of Contract:

Contracts of service that have run their term shall for purposes of this section be considered terminated. .

15.1.3 Benefits Due to Retiring Employees

- a) Terminal benefits under the Retirement Benefits Scheme
- b) Outstanding accrued leave, limited to one-year accrual benefit

15.2. Voluntary Separation:

15.2.1 Early Retirement

An employee may choose to retire voluntarily on the following grounds by giving a notice of their intention to retire in accordance with the provisions of this HRPM:

- a) After working for a minimum of 10 years of continuous service
- b) On attaining 45 years of age having worked for a minimum of five (5) years of continuous service.
- c) Outstanding accrued leave, limited to one-year accrual benefit

15.2.2 Employee Resignation

Where an employee at any time terminates their contract of service with notice.

The Staff who retires voluntarily shall be entitled to retirement benefits earned up to the time of retirement.

15.2.3 Re-absorption after Voluntary Separation

Employees who voluntarily separate from PSM employment or who resign due to challenges like dependent care, study, and illness, which hinder their ability to remain

employed may be re-absorbed into PSM at the same position subject to availability of a vacancy.

Such employees shall be required to apply for re-absorption where the period of separation from PSM does not exceed 6 months from the time of separation.

15.3 Involuntary I Employer Separation

15.3.1 Death

Death shall automatically discharge a contract of employment. Any benefits due shall be pCharity to the estate of an employee on presentation of letters of administration.

a) Death Gratuity

Where an employee dies while in the service of PSM from whatever cause, and where a PSM Retirement Benefits scheme exists, death gratuity shall, in accordance with the Employee Defined Contribution, be payable to the estate administrator of the deceased.

In the event of death of an employee arising from an accident, death gratuity shall be pCharity in accordance with the provisions of the Workers Compensation Act or any other law that may be in force, and shall be in addition to the funeral expenses as provided under these policies.

The following payments shall be made to the estate of staff in the event of death, less any outstanding amounts due to the Ministry.

- i. Any unpCharity consolidated salary.
- ii. Payment in respect of any outstanding entitlements.
- iii. Gratuity where applicable
- iv. Commuted leave due.
- v. Indemnity for Death on Duty

Any member of employee who dies in the course of duty shall be entitled to compensation under the Worker's Compensation Act 2000 CAP 225 Laws of Uganda.

. b) Assistance in Cases of Bereavement

In the event of death of staff, their spouse, child, mother or father, the Authority may contribute at approved rates from time to time.

15.3.2 Conviction:

A staff's contract shall be automatically terminated upon conviction for a criminal offence by a competent Court of Law.

15.3.3 Bankruptcy:

A staff's contract shall automatically be terminated upon being declared bankrupt by a competent Court of Law.

15.3.4 Medical Incapacity:

A staff may be terminated on grounds of medical incapacity as determined by an authorized medical practitioner recognized by PSM

a) Such medical grounds may include but are not limited to the following;

- i. Upon exhausting sick leave entitlement under the sick leave provisions
- ii. A terminally ill staff who has exhausted their sick leave entitlement and the special medical assistance under the medical scheme or by Board discretion;
- iii. A staff who has been found by a recognized medical officer, to be unfit for duty.

b) Failure to appear before a recognized medical officer following an instruction to do so by Management shall amount to insubordination and shall be managed under the Disciplinary-Policy unless such failure is associated to the staff's medical condition and/or chronic fear/paranoia. In such cases the Director Human Resource shall arrange for the staff to see a professional counsellor. Continuous insubordination of that nature will lead to termination of employment of such staff.

c) PSM may consider any existing alternative role in which a medically incapacitated staff could ably serve without negatively impacting on their health, and the performance of the Ministry, before it proceeds to terminate such staff on grounds of medical incapacity.

d) Compensation

i. Where staff suffers incapacity as a direct result of injury suffered in the exercise of their duties, they shall be compensated in accordance with the Workman's Compensation Act.

ii. Similarly, where staff dies while on duty from an injury suffered as a direct result of his duties. His dependents shall be compensated in accordance with Workman's Compensation Act provided such staff is covered by the Policy.

iii. In addition, the incapacitated staff or dependants of the deceased staff shall be entitled to either of the following Terminal-benefits:

- a) Terminal benefits under the Retirement Benefits Scheme
- b) Outstanding accrued leave, limited to one-year accrual benefit
- c) Outstanding Salary

15.3.5 Termination/Summary Termination

A contract of service may be terminated through the disciplinary process under Chapter 13 above, either by summary termination or termination with notice.

15.3.5.1 Notice of Termination

The Notice period applicable to staff shall always be stipulated in their contracts of service. Nevertheless, the notice due upon termination shall always be subject to the period of continuous service of a particular staff as follows:

- i. One month's notice for service not exceeding five years

- ii. Two months' notice for service not exceeding ten years
- iii. Three Months' notice for service of ten years and more.

15.3.7.2 Payment in Lieu of Notice

- a) In circumstances where a terminated staff is entitled to notice or where the notice is due to PSM, it may be pCharity by either party in lieu thereof. .
- b) For avoidance of doubt, notice shall accrue to the following terminations:
 - i. Any termination not being summary, otherwise known as termination with notice;
 - ii. Terminations following a restructuring, laying off, retrenchment, redundancy or Abolition of office;
 - iii. Termination arising from medical incapacity;
 - iv. Termination by employee (resignation)

15.3.7.3 Risk Control

All terminations in PSM shall be carried out cautiously in accordance with the procedure lCharity out in this HRPM and the law.

15.7.3.4 Terminal Benefits

- a) Terminal benefits shall be due to staff according to their contracts of service and mode of termination and shall be affected in accordance to the rules of any applicable benefits scheme.
- b) Terminal benefits may include the following in line with the procedure prescribed;
 - i. Retirement Benefit Scheme (RBS)
 - ii. Repatriation
- c) Terminal Benefits shall apply to staff confirmed in PSM's service; .
 - i. Who resign and properly hand-over offices prior to departure
 - ii. Whose. services are terminated at the Authority 's discretion in accordance with these policies in force
 - iii. Who are retired normally or mandatorily or on medical grounds?
- d) Terminal benefits shall not be pCharity to the following categories of Staff:-
 - i. Staff who abandon or abscond from the service of the Authority.
 - ii. Staff who are summarily terminated from the service of the Ministry.
 - iii. Staff on probation.
 - iv. Staff on temporary terms.
- e) Computation of terminal benefits due will be based on the last day of engagement. However, this is subject to the concerned employee's obligation to clear with all the relevant PSM Directorates.

f) An employee shall be entitled to accrued leave and accrued salary or allowances at the time of departure, net of historical outstanding indebtedness to the PSM.

g) Contract Gratuity; Contract gratuity shall be pCharity to staff on contract terms at the rate specified in their respective employment contracts.

The Gratuity shall fall due and will be payable at the end of each year of completed service. It shall not be accumulated.

15.4 Repatriation

Staff who leave service because of redundancy/ retirement shall be entitled to repatriation to their registered home district, in accordance with the official rates in force.

The repatriation will cover the staff and his immediate family and will be pCharity at approved . transport rates in force or as may be determined by management and communicated from time to time.

15.5 National Social Security Fund (NSSF) Contributions

Upon termination of employment on whatever grounds, each staff shall be entitled to their savings with the NSSF which will be payable in accordance with the statutes and regulations governing the fund or any such schemes provided for by the law.

The role of PSM will strictly be limited to formal introduction of the staff to NSSF.

15.5 Financial Obligations at End of Service

- a) In cases where a Staff Member ends -their services with PSM and has outstanding financial obligations to PSM, the Management will offset the existing obligations against the accrued benefits.
- b) Where the obligation exceeds the benefits, the Staff Member will be required to sign a payment plan for the balance of the financial obligation.
- c) Other Obligations at End of Service
 - i. Before ending service with PSM, a Staff Member shall return to PSM any material, equipment or intellectual property (data, documentation, official papers and reference works, whether in printed or electronic form, and computer programs) belonging to PSM in their custody, identity card and all keys provided by PSM.
 - ii. The Staff Member shall concede that PSM is inherently the copyright owner of any unpublished data and documentation, which they or any other staff member or consultant may have developed, gathered, reviewed and/or analyzed on behalf of PSM and in PSM contracted time. The staff shall undertake not to use such data or documentation in publications or lectures or in the service of another employer without the written authorization of PSM.

15.6 Handing Over

- a) A staff who is proceeding on leave, transfer or promotion to another position, and in cases of termination, shall handover in a proper manner the documents and any PSM

property in their possession to the staff member who is taking over from them or to their immediate supervisor or Head of Directorate as the case may be.

- b) The hand-over shall be authenticated by the officer handing over and the officer taking over by signing the handover report.
- c) A Copy of the hand over report shall be submitted-to the Director Human Resource and the respective Head of Department.

15.7 Staff Clearance

Staff will be required to clear with their respective immediate Supervisors and any other designated offices

15.8 Exit Interview

The Director Human Resource or designate will arrange an exit interview for staff member(s) leaving the service of PSM

15.9 Certificate of Service

On the termination of a contract of service, PSM shall, provide the staff with a certificate of service indicating:

- a) the names and addresses of PSM and the staff;
- b) the nature of PSM's operations;
- c) the length of the employee's period of continuous employment with PSM;
- d) the capacity.in which the staff was employed prior to the termination;

- e) the wages payable •at-the date of termination of the contract; and
- f) where the staff so requests, the reason or reasons for the termination of employment.

The certificate of service shall not contain any judgment or evaluation of the staffs work but if the staff so requests for it, PSM shall provide it in a separate document.

15.10 Public Notice

If deemed necessary, Management of PSM at its discretion shall have the right to place a public notice concerning exited Staff Members.

16.0. Waivers, Amendments, Interpretations and Documentation

In this manual, unless otherwise provided for, the following shall prevail;

- a) All terms and conditions of service stipulated in this manual shall be subject to the relevant laws of Uganda.
- b) From time to time Waivers to provisions in this manual may be made by Management and submitted to the Board of Directors for approval.

- c) Amendments to the provisions in this manual shall be made as and when required and submitted to the Board of Directors for approval.
- d) All interpretations of this manual shall be made by the Executive Director and for the Board of Directors as may be required from time to time.

Documentation

Three original copies of this document are to be kept by the Chairperson Board of Directors, Executive Director and the Director Human Resource. Copies will be distributed to other directorates, departments and sections and should be marked as such. On revision of any sections of this manual, relevant addendum will be made and staff informed.

Approval and Signature

This manual was approved by the Board of Directors on 22/Oct/2022

NAME: GABOINE ANTHONY

DESIGNATION: BOARD CHAIRPERSON

Signed: 

Date: 22/Oct/2022

NAME KINENE JOHN MUTYABA

DESIGNATION: CHIEF EXECUTIVE OFFICER, PSM

Signed: 

Date: 25/Oct/2022