



UNIVERSITY OF
Global Health
EQUITY

HUMAN RESOURCES MANUAL

EFFECTIVE 3RD JANUARY 2019

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Definitions

In this Human Resource Manual, unless the context otherwise requires:

Absenteeism/Abscondment	Shall mean absence from duty without permission for a continuous period of three working days.
Access to computer and prohibited internet sites	Shall mean the act of accessing another employee's computer or password to access data, whether or not such data is restricted; or the access of prohibited sites on UGHE computers and/or during working hours. Prohibited internet sites for the purpose of this Manual shall include any internet site that the management may prohibit in the interest of the work safety as it may instruct from time to time, and shall always include sites that are illegal or related to pornography or gambling.
Abuse or misuse of property	Shall mean a willful or deliberate act where an employee uses equipment or property in a manner for which it was not intended or without permission such as Deviating from the established staff transport routes Carrying out personal activities on UGHE premises, during work hours, or with UGHE resources. Using office computers to access and transmit pornographic sites Any other similar act without the authorization of the management
Allowances	Shall mean monetary benefits an employee is entitled to receive to assist with costs incurred for such items as housing, transport etc, which shall vary from time to time.
Appointment	Shall mean the formal engagement of an employee in the service of University of Global Health Equity.
Basic Salary	Shall mean the amount of money paid to a worker for the job performed during ordinary working hours exclusive of allowances and bonuses.
Beneficiary	Shall mean any third party/person to whom UGHE services are offered for a short or long term period, such as students or other members of the general public.
Casual Worker	Shall mean a person employed to perform unclassified tasks on a day to day ad-hoc basis.
Child or Children	Shall mean an employee's dependant, natural, or legally adopted child or children under 18 years of age, registered with the University.

Conflict of Interest	Shall mean a situation where an employee's personal interests disagree with those of the University as defined in the Conflict of Interest Disclosure form
Contract Gratuity	Shall mean the terminal benefit an employee on contract will receive upon completion of the respective period of service expressed as a percentage of the employee's annual salary.
Discrimination	Shall mean the unjust or prejudicial treatment of different categories of people, especially on the grounds of race, color, age, disability, national origin, ancestry, religion, gender, sexual orientation, genetic information, or veteran or active military status.
Dishonest	Shall mean illegal activities including but not limited to theft, misappropriation of funds, fraud, accepting or offering bribes, corruption, unauthorized removal of UGHE Property, removing, altering or destroying UGHE documents or records, abuse of office, being convicted of a criminal offence with custodial sentence, drug trafficking and abuse, providing false or misleading information to UGHE employees or external parties.
Dismissal	Shall mean termination of the services of an employee by the employer without giving the employee any benefits.
Employee	Shall mean a person employed by the University under a contract of service on permanent, temporary, probationary, or casual terms.
Employee on permanent terms	Shall mean an employee who has satisfactorily completed the prescribed probationary period and has been confirmed in service and notified in writing to that effect.
Expatriates	Shall mean all non-Citizens employed by UGHE on local contractual terms or in exceptional circumstances, on terms negotiated by both parties prior to appointment.
Family Member	Shall mean the employee's spouse and biological/legally adopted children below 18 years of age registered with the University.
Grievance	Shall mean a complaint concerning an issue arising from an employee's work, workplace and/or work environment within the University.

Gross Misconduct	Shall mean a breach of the terms and conditions of service and/or the service regulations, professional, ethical or other law in force at the time construed by the Senior Leadership Team
Gross Negligence	Shall mean neglect of duty to a level construed by the Senior Leadership team
Idling	Shall mean the failure of an employee to engage in active and productive work in the office during working hours by leaving workstation without permission and for no constructive reasons.
Incompetence	Shall mean the failure by an employee to carry out his/her work to the required standard; this also refers to failure by an employee to complete tasks set without reasonable cause
Insubordination	Shall mean the insolence toward a UGHE supervisor shown by demeanor, action or words or the failure to execute a legitimate instruction from the supervisor or another UGHE manager to whom the supervisor reports.
Misconduct	Shall mean a breach of the terms and conditions of service and/or the service regulations, professional, ethical or other law in force at the time.
Occupation category	Shall mean a group of jobs within a career path with similar or related tasks varying in degrees of complexity.
Over time	Shall mean any additional hours worked in a day that is over and above the normal hours an employee is expected to work.
Plagiarism	Shall mean the unauthorized use or close imitation of the language and thoughts of another author and the representation of them as one's own original work.
Public Holiday	Shall mean any non-working day listed and declared as such by Rwandan law
Probation	Shall mean a prescribed period for which an employee has to serve prior to being appointed on permanent terms.
Resignation	Shall mean termination of service with the University, at will by an employee, after giving due notice as required by the regulations.
Retirement	Shall mean permanently leaving service of the University at the age of between 55 and 60 or on medical grounds by an employee who has been on permanent terms of employment.

**Sexual
Harassment**

Shall mean any act of uninvited sexual advances or sexually explicit or suggestive acts or words

Staff

Shall mean all persons appointed by the University in the academic, administrative and support categories.

Strike

Shall mean any concerted action by two or more employees to withdraw their labor, or “go slow” or “work to rule” or otherwise interfere with the normal operation of UGHE or with the object of compelling management to take or refrain from taking any specific action without reasonable grounds or in any other way that contravenes the procedures and conditions provided for by the Rwandan labor laws.

Volunteer

Shall mean an individual who is authorized to render services to the University without pay.

1. SECTION 1: INTRODUCTION

1.1. Purpose, Accessibility and Revision of the Manual

1.1.1. Purpose

The purpose of this Manual is to:

- consolidate all Human Resource policies, procedures and practices in one document for ease of reference;
- define the obligations and rights of UGHE as the Employer;
- define the obligations and rights of the employees of UGHE; and,
- serve as a reference framework for the Management of the Human Resources in the University

1.1.2. Accessibility

The Human Resources department shall make the manual accessible to all employees of the University.

1.1.3. Revision

The Manual shall be reviewed from time to time. An employee or organ of the University may communicate in writing the need for revision or addition to any part of the Manual. Such recommendations shall be delivered to the Director, Organizational Development who will present them to the Senior Leadership Team for consideration. The decision of UGHE Management shall be communicated in writing to all members of staff.

1.2. Legal Compliance

This Manual complies with the following laws and rules as they may be modified and complemented to date:

- Law Number N° 13/2009 of 27/05/2009 regulating labor in Rwanda
- Ministerial Order N° 03 of 13/07/2010 determining circumstantial leaves
- Ministerial Order N° 42 04/19.19 of 17/09.2009 determining the modalities for application of the weekly working hours in the private sector
- Ministerial Order N° 08 of 13/07/2010 determining the implementation modalities for professional training and its related leave
- Ministerial Order Number N° 05 of 13/07/2010 determining the major contents and modalities for a written contract
- Ministerial Order Number N° 09 of 13/07/2010 determining the modalities of electing workers representatives and fulfillment of their duties

1.3. UGHE Mission, Values, Culture, Partnerships & Decision Making Body

1.3.1. Mission

UGHE is a new kind of university focused on training the next generation of global leaders in health care delivery. The university launched in Rwanda in September 2015 with its flagship degree program: The Master of Science in Global Health Delivery. Through an academic experience uniquely rooted in the values of equity, students are empowered to both ease suffering at the bedside and drive transformational, systemic changes to the health system.

UGHE is an initiative of Partners In Health (PIH), an internationally recognized non-profit organization whose mission is to provide a preferential option for the poor in health care. In over nearly three decades of operating alongside public sectors in countries around the world, PIH has developed a model to deliver high quality health care to some of the world's most marginalized communities. Nowhere has this impact been more profound than in Rwanda, where Inshuti Mu Buzima —PIH's sister organization—and our government partners have driven innovation for a decade.

Members of our community are tenacious and resolute in our drive to attain social justice, make common cause with those in need, listen to and learn from others, and operate with honesty and humility as we uphold academic integrity

and intellectual curiosity. The University of Global Health Equity seeks individuals committed to these values to join the team.

1.3.2. Core Values

The following values are vital to the UGHE mission and form part of everything we do.

Commitment – We are tenacious and resolute in our drive to attain social justice.

- We are passionate about our work to break the cycle of poverty and disease.
- We push boundaries; we challenge conventions and the status quo.
- We set high standards of quality for ourselves and others.
- We strive to be efficient, effective, and focused on improving outcomes.
- We are devoted to this work for the long term.

Altruistic – We make common cause with those in need.

- We accompany our students, colleagues, and partners, working shoulder to shoulder.
- We are responsive to the needs of the most vulnerable; we are flexible and nimble.
- We invest in others to maximize their potential and self-efficacy.
- We recognize that we cannot deliver on this cause alone; we embrace partners and partnerships to help further our work.

Humility – We listen to and learn from others.

- We are deeply attentive to those living in poverty, and we are guided by their input and participation.
- We actively promote a trusting, supportive environment that fosters inclusion, confidence, and the open sharing of ideas.
- We interact with kindness, compassion, and respect.
- We acknowledge and learn from our mistakes.

Integrity – We operate with honesty and fairness

- We are purposefully frugal when we can be, ensuring that resources deployed maximize value to the students and communities we serve.
- We are transparent and open in our actions and our work.
- We are responsible stewards of resources entrusted to us.

1.3.3. Culture

The following are cultural values we commit to as an organization. They guide both how we treat each other and how we approach our work at UGHE.

Accountability

- You take responsibility for getting work done.
- You help other staff members, even when not required.
- You take the initiative to fix problems and make things better.

Accompaniment

- You take the time to teach instead of doing it yourself.
- You spend time communicating a vision instead of assigning tasks.
- You are effective at influencing and inspiring colleagues and partners without direct authority.

Generosity

- You assume the best of others.
- You are positive, supportive, and generous towards colleagues and partners.
- You share information, ideas, and time freely with those around you.

1.3.4.UGHE Partnerships

In Rwanda, UGHE works closely with Inshuti Mu Buzima (IMB), Partners In Health's Rwandan sister site founded in 2005. Though our institutions are separate, we share the same philosophical underpinnings and many of the foundational tenets. Like IMB, our work follows the principle of "accompaniment," which specifies that we should work hand in hand with our government partners. IMB's work supports the Ministry of Health to comprehensively strengthen the public health system in rural, underserved areas of the country.

1.3.5. UGHE Decision Making Body

The UGHE Executive Committee is comprised of The Vice Chancellor, Dean of Health Sciences, Senior Director of University Operations, and Director of Partnership Development

Roles of the Executive Committee:

- Undertaking strategic planning for the organization
- Determining the structure of the organization
- Developing partnerships
- Finalizing decisions on policies
- Making organization-wide operational decisions
- Providing accountability and information sharing

2. SECTION 2: EMPLOYMENT

The University of Global Health Equity is an equal opportunity employer and appointment to all positions in the University service is based on the principle of MERIT. The University Executive Committee shall approve all the establishments and shall be responsible for all appointments through the Human Resources Department except as provided for otherwise. UGHE draws on a wide range of talents, knowledge, and skills to support strategy and services.

2.1. Terms of Employment

Appointment into the University service shall be on the following terms:

2.1.1. Permanent Employees.

Appointment on permanent terms shall be the type of employment where an employee is hired for an unspecified period of service and is up to the mandatory retirement age of 60 years subject to other provisions contained in this Manual.

2.1.2. Temporary Employees.

Appointment on temporary basis shall be a type of employment where an employee is hired for a short period of time not exceeding six consecutive months to carry out regular activities. A temporary employee may also replace a permanent employee who is on leave. Temporary employees receive no termination benefits at the end of their contract.

2.1.3. Casual Employees.

Appointment on casual basis is when an employee is hired for a limited time to achieve and accomplish a specific task which is not directly included in the normal activities of the organization. Casual employees must receive written contracts if the duration of the work exceeds six consecutive months. Compensation is in proportion to the amount of work completed. A casual employee is not entitled to any benefits apart from the agreed compensation rate.

2.1.4. Consultants

Appointment on consultancy basis is when a consultant is hired to conduct a specific project related task or other assignment and has no other responsibility in the organization. Consultants are usually highly technical people or professionals contracted to do a specific assignment. They are paid on a contractually stipulated basis and receive no benefits as these are considered to be included in their consultancy fees. Their contract is not a labor contract with the employer as provided by the Rwandan Labor Code.

2.1.5. Interns and Fellows

Appointment on an Internship basis is when a student or recent graduate is selected to provide a service to the University while gaining practical skills for their professional development. Interns or fellows are not employees and do not receive a salary or benefits. Interns or fellows may be offered a stipend and/or food, depending on available funding. Interns or fellows may be provided housing if available. An intern or fellow both gives and receives skills and knowledge.

2.1.6. Acting/Interim Positions

Appointment on an acting/interim basis is when an employee acts or serves in an interim position that is higher than his/her current position. In such a case, the staff serving in an acting/interim position may after a period of 60 days be given a remuneration package equivalent to that specified for the position in which one is serving interim or acting in. The Executive Committee may decide to delegate the responsibilities of the vacant position to multiple staff without changes to their remuneration package, or provide a higher remuneration package prior to 60 days.

- For the staff to be eligible for this Acting allowance, she/he must have a formal written appointment to the role they are acting in.
- The appointment in an interim/or acting position shall be done by Human Resources Department based on the proposal by the immediate supervisor or head of department.

2.1.7. Volunteers

Appointment on a volunteering basis is when an individual is assigned to perform certain tasks for the University without salary or benefits. A volunteer will contribute skills and knowledge, but may or may not gain skills and knowledge. Volunteers should be temporary, working on specific projects that would not otherwise be completed by a paid worker.

2.1.8. Part-time Terms

Appointment on Part-time basis shall be the type of employment where the working hours per month by an employee do not exceed 20 hours or as may be reviewed by Council from time to time.

2.1.9. Visiting Professors and Lecturers

Appointment of Visiting Professor and Lecturers shall be made by the Vice Chancellor on the recommendations of the Dean. A Visiting Academic Staff shall not be entitled to earn a salary from the University but may receive honorarium as may be recommended by the recipient unit from its internally generated funds.

2.1.10. Staff Representatives

For every 10 or more employees of UGHE, two staff representatives will be elected as representatives – one for operational staff and one for academic staff. At least fifty percent of staff representatives shall be women. These representatives are permanent employees who are elected by their peers to a three-year term. If a representative is no longer an employee of UGHE, UGHE will immediately hold an election for his or her replacement representative.

UGHE staff representatives shall be elected in accordance with Article 5 of Ministerial Order No 09 of 13/07/2010. The elected representative committee selects two members amongst themselves who serve as President and Secretary. Staff representatives will select one member to attend an Executive Committee meeting who may be invited based on the planned agenda items. Roles of Staff Representatives are defined in Article 161 of Law Number N° 13/2009 of 27/05/2009.

2.2. Categories of Employees

Employees of the University shall comprise of the following categories:

2.2.1. Academic Staff

Academic staff shall be staff engaged in teaching, research and outreach to the community in line with the mission of the University. They shall include the following:

- Dean or Director of Faculty/School/Institute;
- Professor Emeritus;
- Professor;
- Associate Professor;
- Senior Lecturer;
- Lecturer;
- Assistant Lecturer;

- Teaching Assistant;
- Research Fellow;
- Research Assistant;
- University Librarian
- Other library staff designated as academic

2.2.2. Administrative Staff

Administrative staff shall be those engaged to render administrative support to fulfil the mission of the University. They shall include:

- Heads of administrative departments;
- All other non-teaching staff serving under senior terms of service.

2.2.3. Support Staff

Support staff shall be either senior or junior staff that render support services to both academic and administrative staff.

3. SECTION 3: RECRUITMENT

UGHE is an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability status, protected veteran status, or any other characteristic protected by law.

3.1. Vacancies

Posts shall be deemed to be vacant as a result of the following:

- End of contract;
- Retirement;
- Resignation;
- Dismissal;
- Death;
- Restructuring/establishment
- Rejection of appointment offered; and
- Any other causes, and/or reasons.

3.1.1. Notification of Vacancies

The Dean, Head of Academic or Administrative Department or unit shall immediately notify the Human Resources Department of existing vacancies or positions expected to fall vacant within **three (3) months** of such occurrence.

3.1.2. Methods of Filling Vacancies

Vacancies shall be filled through any one of the following methods:

- Promotions

Where a Dean, Head of Academic or Administrative Department or unit is satisfied that there is an employee who is competent to fill a vacant post, the responsible Dean, Head of Academic or Administrative Department or unit shall recommend that the vacancy be filled by promotion within the department, provided that no one still serving a period of probation shall be considered for promotion.

- Advertising

Where the responsible Dean, Head of Academic or Administrative Department or unit is satisfied that there is no qualified candidate from within the department/unit to fill the vacancy, they shall recommend that the vacancy be advertised. The advertisement may be internal to tap into internal capacity within the University or external if it is believed that such capacity is lacking within the University. The job advertisements must contain sufficient details about the positions advertised, the type of person required and other relevant information.

- Other Appropriate Methods

Notwithstanding provision above, the University **may** secure eminently suitable candidates through other appropriate methods as approved by the Executive Committee from time to time.

3.1.3. Application

All persons seeking employment with the University shall do so through a written application addressed to the Human Resources Department or as may be advised depending on the type of employment sought.

3.2. Short Listing

Short listing of applicants shall be the responsibility of Human Resources Department which shall co-ordinate the exercise in close consultation with the hiring or technical department as the case may be.

The short-listing shall always be guided by agreed criteria as well as the provisions in the advertisement or other job related factors as may be considered applicable by the short listing committee. Meeting the minimum requirements stipulated in the advertisement is not a guarantee for being shortlisted.

Short-listing shall be done within a period of not more than **one month** from the closure of receiving applications.

Short-listed applicants shall be given reasonable notice for interviews specifying time, and place of interview by email and or/ telephone communication.

3.3. Interview

The Board may invite an outsider(s) with technical expertise to assist in the interviewing process as need may arise. The technical persons co-opted shall only provide technical guidance and **shall not participate** in the scoring.

3.4. Selection Process

The Appointments Board /Recruitment Committee either as the Main Board or through its sub-committees shall select or appoint applicants to specific established posts.

The selection process may take the following forms:

- By interviewing candidates to get the most suitably qualified;
- By vetting the credentials of candidates to determine the most suitably qualified; and
- By appointing those voted into office and are recommended for appointment by the Vice Chancellor.
- Through performance appraisal for cases of re-appointment in respect of staff on contract
- Where applicable, selection tests shall be administered to verify the competency of the applicant for the post in question. This may be followed by a selection interview.

3.5. Recruitment of Non-Citizens

A non-Citizen shall be appointed, then use the appointment letter to obtain clearance from the Rwanda Immigration Department.

He/ she shall be required to present copies of his/ her passport and work permit before taking up his/ her duties with the University.

All non-Citizens shall be employed on **UGHE contractual terms** or in exceptional circumstances, on terms negotiated by both parties prior to appointment.

3.6. Offer of Appointment and Acceptance

Offer of Appointment shall be made in writing by the Department of Human Resources. Deans and Heads of relevant departments shall receive copies of such offers of appointment.

The Appointment letter shall embody the following: name of appointee, effective date of appointment, rank appointed to, reporting relationship, terms of appointment, validity period of appointment, salary scale and allowances, any other entitlements as applicable and the acceptance option.

The appointee shall be required to indicate in writing their offer of acceptance, attach three copies of passport size photographs of their current likeness, indicating the earliest time they would be available to take up the post.

All new employees shall be required to fill the personal data form which captures their bio-data and other information required by the University during and after their tenure of employment.

It shall be the responsibility of the appointee to provide up to date information about their bio-data to capture significant changes during their tenure of employment.

3.7. Induction/Orientation

Induction is the first step in building a two-way relationship between the University and the employee. The induction shall serve the purpose of introducing the new employee to the work environment as well as to the various aspects of the employees work.

Induction shall be mandatory to properly initiate all new staff (hired, promoted or transferred) into their new tasks. The induction program shall be arranged by both the Department of Human Resource and the relevant head of department or immediate supervisor as soon as the employee reports. The induction programme shall not exceed one month.

3.8. Probationary Period

The maximum length of a probationary period is **three months**, but it may be extended for a further period of not more than six months with the agreement of the employee.

An employee shall not be employed for a probationary period of service **on more than one occasion** by the University unless he/she is engaged for work of a different nature.

A contract for a probationary period may be terminated by either party by giving not less than seven days' notice of termination, or by payment of seven days' wages in lieu of notice by either party.

New employees on contractual terms may also be subjected to probation for a period as may be specified in their contract with the University.

Notwithstanding the provisions of above, the appointing authority **may waive** the whole or part of the probationary period of service in certain cases especially where the employee has offered prolonged service beyond the probationary period on temporary terms.

An employee shall not be promoted during his or her probationary period of service.

3.9. Confirmation

An employee who has successfully completed his/her probation may be confirmed in the University service with effect from the date of expiry of their probationary period.

The procedure for confirmation shall be as follows:

- Where the performance of an employee due for confirmation is found satisfactory, the Head of Academic or Administrative Department/Unit, shall forward to the Human Resources Department, a recommendation from the Departmental Appointments and Promotions Advisory Committee that the employee should be confirmed.
- Where the Departmental Appointments and Promotions Advisory Committee finds the performance of an employee due for confirmation to be unsatisfactory, the head shall so inform both the appointing authority and the employee in writing and indicate clearly the recommendation of the committee.

- Confirmation in all cases must be processed within the probationary period of an employee. In the event that this is not done and the probationary period expires, the employee shall be entitled to have their confirmation **back dated** to the date it was first due.
- Heads of unit who fail to process confirmations of employees within the probationary period shall face disciplinary action as shall be determined by the Appointing Authority.

4. SECTION 4: REMUNERATION

Remuneration shall be in form of salary and allowances and any other forms of remuneration payable to the various categories of employees as shall be determined by Council from time to time. UGHE is an institution with an equity and social justice mission. To accomplish this mission, we strive to be responsible stewards of the resources entrusted to us, and to ensure that these resources are deployed to maximize value to the students and communities we serve.

We direct as much of our resources as we can to support our program activities and to work to keep our administrative expenses low. Guided by these values, we seek to provide our employees gratifying work at fair pay across our entire organization. We are honored to attract talented individuals who have many choices and make the decision to work with us because of their commitment to our mission. Our compensation program is designed to focus and to retain these dedicated individuals, who deliver with excellence and continually innovate to improve outcomes. Specifically,

- We offer employees an opportunity to learn, grow and contribute to our mission in meaningful ways through their jobs.
- We strive to pay fairly within our employment market
- We provide our employees with benefits and pay that will enable them to grow their careers at UGHE.
- We honor and reward sustained contributions to the organization.

4.1. Salary

All posts in the University shall be classified by title and salary scale in accordance with the duties and responsibilities carried by the post as established by the University.

For full time employees, salary is payable into the employee's salary bank account at the end of every month.

Part time employees shall be paid an hourly rate as determined by Council from time to time to a maximum of 20 hours per month. The salary of a part-time employee and the transport refund shall be paid upon submission of a duly filled and signed claim form to the finance department through the Head of Department.

4.2. Responsibilities & Procedures

The Human Resources department, among other responsibilities, administers payroll and benefits. The calculations of the employees' salaries will be based on the existing labor and tax laws, including applicable contributions to government institutions for PAYE, RSSB and Maternity for both staff and UGHE. On a monthly basis, the HR department shall provide a pay slip to each employee for verification and personal remuneration information.

The UGHE Human Resources Manager will ensure that salary administration procedures are implemented in accordance with UGHE policies. The UGHE Executive Committee will be responsible for approving the overall salary structure. The UGHE Executive Director / Vice Chancellor holds final authority for salary management and administration, ensuring that salary decisions are taken in the best interests of UGHE staff and considering the budget, financial, and policy implications of recommended actions.

4.3. Salary Adjustments

An employee's salary may change in one of four ways:

- The Human Resources team will assess a Cost of Living increase, applicable to all staff based in the affected area.
- The employee receives an equity adjustment, as deemed appropriate by the supervisor and Human Resources staff. Equity adjustments are meant to ensure that employees with commensurate experience and positions receive similar pay.

- The employee receives a progression, which is a pay raise as a reward for excellent work, while remaining within the same job title.

The employee is promoted to a new position with a different salary.

4.4. Allowances

Some allowances shall form part of the consolidated salary for some categories of staff as indicated in their appointment letters.

The rest of the allowances shall be as indicated below and are payable subject to availability of funds as authorized and budgeted for:

4.4.1. Air time allowance

Air time allowance shall be payable to an employee to facilitate communication in the execution of University duties as recommended by the supervisor when need arises or as indicated in one's employment contract.

4.4.2. Baggage allowance

Baggage allowance shall be payable to an employee:

- On First appointment
- Return from studies abroad
- Upon retirement

4.4.3. Per diem /Subsistence allowance

Per diem shall be payable to an employee who will be required to travel on duty away from their duty station for at least a night

4.5. Benefits

In general, these refer to indirect and non-cash compensation paid to an employee. Some benefits are mandated by law (such as social security and workers compensation) while others are not and vary from organization to organization. UGHE offers the below benefits to all staff;

4.5.1. Medical Insurance:

All UGHE Employees will be provided with medical insurance.

The insurance provider may be changed, depending on circumstances in Rwanda and organizational experiences with that provider. All changes to medical benefits will be clearly communicated to all employees in advance.

Permanent non-citizen employees may opt into international health insurance through the Boston office, if available.

Permanent non-citizen employees receive medical insurance through UGHE's Boston office. Specifics of this benefit will be outlined in an employee's offer letter or contract.

4.5.2. Travel Insurance

The University shall provide insurance cover for employees travelling by air on official duty.

4.5.3. Housing

The University shall give a housing allowance for its full-time employees except for casual employees. Where an employee is allocated a housing unit, such allowance shall be forfeited in lieu.

The allocation of housing units to employees shall be done by the Campus Operations & Human Resources Departments on the recommendation of the Housing Allocation Committee.

- An employee allocated a house shall not sub-let the house.
- An employee absent on approved leave shall only retain the housing unit for the duration of the approved leave.
- Where an employee fails to report back for duty at the end of the study leave/ period without permission of extension of study leave, the housing unit shall be withdrawn within four weeks.
- The University shall endeavour to maintain its houses in a reasonable state of repair and decoration.
- Occupants shall be held financially responsible for dilapidation beyond fair wear and tear.
- No alterations to structure or fixtures shall be made without the approval of the Housing Allocation Committee

4.5.4. Salary Loans

The University may assist employees to access salary loans from financial institutions on terms and conditions as agreed upon between the University and the Financial Institutions.

The University may recommend employees to obtain loans against their salary from financial institutions on terms and conditions mutually agreed upon between those institutions and in line with other University regulations.

An employee who is a student on study leave shall not be eligible for a salary loan since it would amount to a double loan.

The University shall only recommend and **not act as a guarantor** for salary loans.

4.5.5. Recreational Facilities

The University recognizes that the health of its employees is very critical in their efficient and effective delivery of services. Various recreational facilities such as gym, canteens, etc. are available and employees are encouraged to use them.

4.5.6. Counselling services

Counselling services are available to employees, their spouses and registered children under 18 years who may need such services at the University's parent organization Partners In Health - Employee Assistance and Resilience Program. (EARP) by KonTerra.

5. SECTION 5: LEAVE AND TIME OFF MANAGEMENT

This provides guidance on to UGHE Staff on existing policies relating to annual leave and public holidays, maternity leave, paternity leave and sickness absence. It is also additional to apply for leave of absence for special purposes, for example taking unpaid leaves for a specific duration or taking a compassionate leave in case of the death of a close family member.

The purpose of this policy is to provide line managers with the parameters within which they will maintain leave. This documents also guides the staff members with the details of conditions surrounding the granting of leave. This policy applies to all staff members of UGHE.

The standard privileges referred to in this policy document may be varied for specific employees, only with the authority of the Executive Committee. In the event of an inconsistency between this policy document and the Employment Agreement, the specific terms of the Employment Agreement will apply.

All staff have access to an individualized Paid Time Off (PTO) Tracker that is pre-populated with PTO allotments for the year. All employees accumulate PTO based on their contract timing, on a yearly basis, beginning at the start of their contract prorated on an annual basis using the calendar year.

The PTO Tracker was created to meet the following goals:

- Standardize the tracking process across all types of staff in all UGHE offices.
- Offer clarity in the amount of PTO benefits each staff member is allotted, with the expressed aim that managers encourage staff to use their earned time off.
- Ensure UGHE is compliant with applicable laws.

5.1. Compensation Days

UGHE does not have a formal compensation day structure. As a university that offers classes on nights and weekends, our academic calendars often do not align with common working hours. Managers will work with staff to ensure that non-regular hours are understood, and that extra work hours required remain within Rwanda's legal regulations.

5.2. Hours of Work

Each employee of UGHE has their work schedule outlined in their employment agreement. For a regular full time employee, the work hours are Monday to Friday between 8:00 am and 5:00 pm, with a one hour break as stipulated in the employee's work contract. Generally, a 40-hour work week is required, though this can be changed dependent on the work load and the time stipulated both in the employment contract and as agreed upon by line manager

Based on the needs of the company, from time to time, the employees may be requested to work outside their work hours. This may include weekends, public holidays or evening work. On such occasions, the employee will be paid an overtime allowance, subject to prior approval from the line manager

Employees may be exempted from work outside of normal working business hours provided they give a valid reason in writing to the management. UGHE reserves the right to modify the normal business hours and will provide written notification to employees in such case.

Unauthorized absence or excessive or recurring tardiness may result in disciplinary action up to and including salary deduction and termination of employment. Employees should notify their supervisor in advance if they are unable for whatever reason to report to work or if they know they will be late or must leave early.

Employees are expected to arrange their own means of transport to and from their designated place of work. They are expected to consider potential traffic congestion in their commuting schedule in order to respect the standard company business hours

5.3. Annual Leave

Staff members will be entitled to 23 working days of annual leave for each full year of service accrued at a rate of 1.92 days for each complete month of service or as stipulated in your employment contract.

Staff members can start claiming their Annual leave after completion of probation effective from the employment date.

Annual leave may be taken in units of days or half days. A notice before taking leave must be given two weeks before the intended leave days, unless the requested leave is due to an emergency.

All leave arrangements are subject to the demand of service or the workload at the requested time. This may mean that a staff member takes leave at a time agreed upon by the line manager. However, due consideration will be given to the personal circumstances and preferences of staff members whenever possible.

The leave year will commence on 1 January and end on 31 December. Calculations of annual leave for service less than one year shall be prorated in accordance with the length of service. Staff are required to take their annual leave within the calendar year.

Any vacation time remaining at the end of the calendar year will be transferred and added to the following year's vacation time. Vacation can be accumulated for a maximum period of two years (46 days of leave). Any leave days in excess of two years' allotment will be forfeited.

In circumstances where it is not practical for staff to utilize their leave days within a given period, staff may be allowed to carry over their extra leave days with the approval of the Head of Department and the HR department. Leave applications forms are available within the HR department. They must be filled by the staff members, then approved by the line manager, who will then inform the HR department for necessary action. The company shall not pay staff unutilized leave days except in exceptional circumstances with the approval of the Head of Department and the HR department. These two shall only approve if Leave was requested for but denied due to workload.

For a period, an employee is on suspension, study leave or sabbatical leave shall not earn Annual Leave.

5.4. Sick Leave

Sick leave shall be the period during which an employee is genuinely absent from duty owing to sickness.

UGHE provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday when possible. The direct supervisor should also be contacted on each additional day of absence.

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement is needed to verify the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits. Where the sick leave goes beyond fifteen days, it is required that the employee submit a certificate signed by three recognized medical doctors.

Any unutilized sick leave will not be carried over to the next year and shall not be paid even upon termination of the contract.

In case of admission of children below five (5) years and whom the parent is required to accompany throughout the admission period, such period will be treated/taken under annual leave entitlement.

5.5. Family leave

Parental leave benefits are available to all staff members. Parental leave is one type of family leave.

Once an employee has worked at UGHE for one year, during which the employee has worked a minimum of 1,250 hours, that employee is eligible for 12 weeks per year of protected family leave to care for a family member for the below circumstances:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care
- To care for a spouse, son, daughter, or parent who has a serious health condition. Please see your respective Human Resources representative regarding qualifications.

“Protected” means that a staff member who qualifies for this benefit may not be dismissed for being out of the office for the designated time for qualifying reasons. Some or all of this time may be paid through parental leave benefits. The remainder may be taken unpaid or with vacation days.

Type of Benefit	International Employees	National Employees
Parental leave - birth mother	<p>See Appendix A for coverage details</p> <p>Due to international travel requirements during pregnancy, expatriate staff paid from Boston planning to undergo delivery outside of Rwanda may request up to 16 weeks away from the office, including four weeks of work performed remotely.</p> <p>Upon return to work, female employees who are breast-feeding are entitled to a total of 1 hour per day for breast-feeding activities for a period of 12 months following maternity leave.</p>	<p>12 weeks paid if birth mother</p> <p>4 weeks in the event of stillborn delivery</p> <p>Up to 4 weeks for a woman whose infant dies within one month of birth (for a total amount of maternity leave not more than 6 weeks)</p> <p>Due to international travel requirements during pregnancy, expatriate staff paid from Rwanda planning to undergo delivery outside of Rwanda may request up to 16 weeks away from the office, including four weeks of work performed remotely.</p> <p>Upon return to work, female employees who are breast-feeding are entitled to a total of 1 hour per day for breast-feeding activities for a period of 12 months following maternity leave.</p>
Parental leave - non-birth mother	3 weeks paid	3 weeks paid

5.5.1. Paternity leave

Male staff members shall be eligible to a paid paternity leave of four (4) days per delivery by their registered spouse/partner. The request must be submitted with valid evidence of delivery or expected delivery and prior approval must be obtained from the HR department and line manager. The paternity leave must be taken at once, within four

weeks' period, before or after the wife's delivery. Paternity leave not taken four weeks after the delivery will be forfeited. Paternity leave days taken shall not be deducted from the accrued annual leave days.

5.6. Bereavement/Compassionate Leave

UGHE's bereavement policies are intended to be flexible, enabling employees and managers to decide on the best plan on a case-by-case basis. When more than the maximum days are required, employees are encouraged to discuss with their managers whether it would be appropriate to utilize vacation days.

Every employee is entitled to Up to 6 days for death of a spouse or partner; up to 3 days for the death of close family UGHE will, at minimum, recognize the bereavement allotments noted within Rwandan law:

- Death of spouse or partner: six working days;
- Death of first direct line ascendants/descendants: three working days;
- Death of a brother or sister: two working days;
- Death of a father-in-law or mother-in-law: two working days;
- Death of a brother-in-law or sister-in-law: one working day

5.7. Compulsory Leave

Compulsory leave shall be where an employee is sent on leave under any of the following circumstances: -

- Failure to take annual leave when due
- To allow for free investigation or inquiry that does not necessitate a suspension
- Sickness warranting seclusion

An employee shall receive full pay while on such compulsory leave.

5.8. Leave without Pay

Unpaid leave may be granted at the discretion of the Vice Chancellor or the Executive Committee when a staff member wishes to interrupt service with the company for professional or exceptional personal reasons. Staff members may proceed on such leave upon receiving approval in writing. Eligibility for unpaid leave is generally limited to staff members who have rendered at least five (5) years of continuous service.

The maximum period of leave without pay shall not exceed three months for the entire period of employment with the company, except in special circumstances to be approved by the Vice Chancellor or the Executive Committee

During the period of special leave without pay, staff members are not entitled to their salaries or their allowances or benefits.

5.9. Compensation for Disability

5.9.1. Short-term Disability

An employee confirmed with short term disability shall receive up to 60% of his/her salary, for qualifying disabilities, for up to a maximum benefit of 90 days. This includes up to three months paid over the course of a year. Beyond that, the Executive Director's office can approve up to three months of unpaid leave for short-term disabilities.

5.9.2. Long-term Disability

An employee confirmed with Long term disability shall receive up to 60% of his/her salary, for qualifying disabilities, for up to a maximum benefit of 180 days. This includes up to six months paid over the course of a year. Beyond that, the Executive Director's office can approve up to three months of unpaid leave for long-term disabilities.

5.9.3. Permanent Disability

Employees will qualify for a one-time permanent disability payment of six months of gross salary if the employee develops a permanent disability as documented by a licensed physician. Because UGHE is providing a more comprehensive benefit than required by Rwandan law, this one-time payment will be in lieu of three-months paid and three-months unpaid disability leave. Permanent disability is defined as a physical or mental impairment that prevents the employee from carrying out his/her contractual duties on a permanent basis. Below are some of the possible conditions that may lead to permanent disability:

- Loss of limbs/limb (arm, leg, hand, foot)
- Permanent damage to ear which impairs hearing
- Permanent damage to eye which impairs sight
- Mental disability
- Back problems

Other conditions that may damage internal or external parts of the body which prevent the employee from continuing to fulfill his/her contractual obligations

Full-time, Permanent Expatriate Staff who have opted into an international health plan through Boston receive long-term disability and life insurance as part of that policy.

5.10. Jury Duty

US citizens working for UGHE may be called for their Jury Duty civic obligation. If this falls over a time when that employee is in the US, they are eligible for up to three days paid leave. If this falls over a time when they are not scheduled to be in the US, employees should contact the Boston-based legal counsel.

5.11. Rwanda-specific Suspension from Duty Due to Non-Disciplinary Reasons

Suspension of an employment contract for will occur when a contract is not terminated but the two parties agree to have part or the whole of their obligations suspended. The remaining obligations for each party must be provided for by the labor code or agreed upon by the two parties. The employee will be paid for the duration of the suspension period.

Non-disciplinary reasons for suspending the contract:

- During the absence at work by an employee due to a disease confirmed by a recognized medical doctor
- During the period when an employee is not available due to a work accident or work related disease
- During the employee's detention for a period not exceeding six months
- During the suspension of work/ program implementation by UGHE due to technical reasons

Suspension will be approved by Executive Committee in consultation with the office of Human Resources and the respective Head of Department.

5.12. 4.11 Permissions

UGHE staff will be allowed, upon request, permission for absence from duty to attend to any justifiable incidence not specified by the law. The number of permissions for absence from duty shall not be more than 3 days in a year and no more than one day at a time. These days are not deductible from the annual leaves and are not cumulative. The permission form shall be filled and signed by the immediate supervisor and the UGHE human resources team.

5.13. Support in the event of Death of an Employee

In the event of a death of a current National Employee, the amount of burial funds provided by UGHE is fixed at Three Hundred Thousand Rwandan Francs (300,000 Rwf) This amount will be paid, without delay, to the next-of-kin. Funds will be paid after presentation of a death certificate issued by either the Government Medical Officer or by the Executive Secretary of the Sector in which the death occurred. In the event an employee dies, a death gratuity is equal to six times the last gross monthly salary is awarded to the next-of-kin designated by the employee and documented in the personnel file.

For International Employees, all receive a base life insurance policy by virtue of their employment with UGHE. Coverage with greater benefits is available on an opt-in basis.

6. SECTION 6: PERFORMANCE MANAGEMENT

Performance Management shall be a continuous process involving an agreement between an employee and his/her supervisor on performance objectives, formulating strategies to achieve the objectives, evaluation and review of performance and agreeing on new objectives.

It shall aim at improving the productivity and development of all University employees.

Performance reports shall be the basis for determining performance gaps and training needs, promotion and other forms of rewards, review of job designs, and disciplinary action.

Performance Management shall be very critical to the achievement of the individual objectives and University goals.

6.1. Job Descriptions

All UGHE employees must possess job descriptions. The job description will be discussed in detail with prospective employees and will be reviewed by employees and their managers during their bi-annual performance review meetings.

6.2. Performance Appraisals

Every six months, employees will go through a performance review process. Through this process, employees and their managers will agree on the three priorities for the upcoming six-month period. Each priority will be accompanied by specific objectives that the employee should meet as s/he works toward completing the major priorities.

At the end of the appraisal period, each employee will be appraised not only on the accomplishment of the objectives (which may in fact have changed over the year) but his/her ability to adapt, to recognize and analyze problem areas, develop solutions and make mid-course corrections to the plan. The performance agreement should be feasible yet challenging enough to stretch the individual. Copies of completed performance reviews are sent to the Human Resources representative respective to the office that the employee is paid from, and filed in individual staff files.

Employees whose performance is deemed insufficient will work with their supervisors to create a Performance Improvement Plan, which is a three-month work plan aimed to strengthen areas where the employee has shown a substandard performance. After the three-month period, such employees will receive another review.

It is the responsibility of all managers to ensure that each employee they supervise has completed the performance accelerator and receives feedback during the formal review periods. Any manager who has failed to complete performance reviews in a timely fashion for all those who s/he manages will not be eligible for pay increases until the next performance cycle.

All appraisal reports from immediate supervisors shall be submitted through the Heads of Department to the Director, Human Resources.

On the basis of the appraisal reports the appointing authority or Director Human Resources shall take appropriate action, including but not limited to: promotion, training, retirement, transfer, recognition, special awards, disciplinary proceedings, etc.

6.3. Professional Development

The Professional Development consideration is designed to support and to assist the development of individual staff and thereby enhance UGHE's overall performance. The implementation of this will help UGHE to achieve its strategic objectives and goals. In addition, the staff development policy will serve as an incentive to improve staff motivation and to increase retention.

6.4. Definition and Organizational Scope

Professional development refers to the range of activities that improve individual staff skills and knowledge in ways that improve their ability to undertake their jobs and which increase job satisfaction, performance, and staff retention. Within the first few months of each fiscal year, the Executive Committee will release a notification to staff indicating the scope of the professional development activities that have been approved for the upcoming 12 months, and the qualification process.

7. SECTION 7: EMPLOYEE CONDUCT AND DISCIPLINARY PROCEDURES

All UGHE employees are expected to conduct and present themselves in a way that is ethical, legally acceptable, professional, and consistent with the organization's values and mission.

7.1. General Code of Behavior

Code of behaviour shall refer to the employee's conduct, relationship with others and professional behaviour during one's employment. An employee shall be guided (among others) by the following code of behaviour breach of which shall constitute sufficient grounds for disciplinary action against such employee.

- An employee shall act at all times in a reasonable and responsible manner.
- An employee shall always comply with the laws of Rwanda as well as the University's prescribed policies rules, standing instructions and procedures.
- An employee shall at all times be rated and recognized primarily on the basis of integrity, punctuality, diligence, competency, efficiency, effectiveness and personal conduct.
- An employee shall at all times exercise courtesy towards other persons, civility, self-control and confidentiality.
- Being drunk at work, abuse of drugs, quarrelling and assault at work, constitute a breach of conduct which shall call for disciplinary action against the employee.
- Each employee shall be individually held responsible and accountable for observing and maintaining the University's safety and security regulations as may be prescribed from time to time.
- An employee shall not be engaged in any activity involving conflict of interest between the employee and the University.
- The University shall have zero tolerance towards corruption, fraud, discrimination, and abuse of office.
- Neat and decent personal appearance shall be expected of each employee at all times.
- Managers and supervisors shall exercise restraint and fairness in the treatment of employees under them at all times in all matters.
- The University shall exercise zero tolerance to insubordination exhibited by any employee.

7.2. Professional Code of Conduct

An employee who subscribes to a particular professional body shall observe that body's Code of Conduct alongside that of the University.

Where an employee is faulted by his/her professional body for having violated their Code of Conduct, the University shall likewise treat the case of that employee as a disciplinary matter.

7.3. Representation of UGHE

Official representation of the University shall be vested in the Vice-Chancellor and the Executive Committee

No employee shall officially represent the University without permission from the Vice-Chancellor and breach of this rule shall attract disciplinary action against such employee.

An employee appointed to represent the University shall be required to submit a report to the Vice Chancellor on the subject matter of representation.

7.4. Spouse & Family Relationships

The University shall not employ both wife and husband or family member in the same department except in professional areas like research, academic departments or in a specialized unit.

An employee shall declare their interest of conflict to the University whenever a family member applies to join the University service and such employee shall not participate in the interview, recruitment, supervision and promotion

processes relating to the said family member. Breach of this regulation constitutes sufficient grounds for disciplinary action against such employee.

7.5. Management of University Property

An employee shall keep and maintain University property that comes into his/her possession in the course of his/her employment, in a clean and functional condition; and such property shall be exclusively used for the benefit of the University.

Proven misuse of or damage to University property shall constitute grounds for disciplinary action.

7.6. Misconduct

Misconduct refers to committing an offense. An offense means a violation of UGHE Code of Conduct, this Human Resources Manual, the employee's Employment Contract, or ethics and ethos. The following is not an exhaustive list of offenses, but an indicator of the types of offenses categorized as "misconduct and/or gross misconduct"

- Drunkenness on duty;
- Consumption of illegal drugs;
- Willful insubordination or disobedience and refusal to take lawful orders;
- Refusal, negligence or omitting to perform one's official duties and/or discharge official responsibilities duly assigned;
- Incompetence or inefficiency in the performance of prescribed duties;
- Persistent late coming and/ or absence from duty without permission;
- Use of abusive or insulting language or behaviour or assault;
- Acts or omissions that are prejudicial to the proper performance of duties or the University's image or status, whether within or outside the University;
- Misuse of or damage to University property;
- Slander;
- Tendencies of discrimination;
- Sexual harassment and any other form of unlawful harassment;
- Sexual or romantic relationship with beneficiaries of UGHE;
- Forgery, falsifying or presenting false documents and/or records for the purposes of disseminating wrong information, obtaining money or reward or favour;
- Abscondment from duty;
- Breaching or contravening the University's prescribed operating rules, regulations and procedures likely to cause financial loss or damage of University property;
- Persistent failure or negligence of a Head to enforce discipline or follow prescribed University rules, procedures and standing instruction;
- Theft, fraud, or embezzlement of University's funds and property;
- Unauthorized access or removal, alteration, mutilation or destruction of University documents, records, or information;
- Taking part in an illegal strike;
- Acts likely to endanger the safety or life of or which may result in injury to another person, including gross negligence or misconduct, violence or fighting;
- Soliciting or accepting bribes; and
- Plagiarism
- Non adherence to any other University policies

7.7. Gross Misconduct

Any of the above offences may be construed as gross misconduct by the appointing authority and the disciplinary Committee depending on the circumstances and gravity of the offence.

7.8. Disciplinary Committee

A Disciplinary committee will be established to review all major offenses and recommend disciplinary action to be taken for offenses committed by an employee. The Executive committee will review the recommendation and take the final decision.

The Disciplinary Committee will consist of the following members:

- Human Resources Manager or Director of Organizational Development depending on the gravity and nature of case
- Head of Department for the employee involved
- Applicable staff representative
- The supervisor of the staff alleged to have committed the offense

The relevant staff representative shall serve as a secretary and the chairman shall have the jurisdiction to request additional committee members.

Witnesses may be called in by the disciplinary committee to provide evidence on the alleged offense. The disciplinary committee should meet within 48 hours after being notified of a major offense and should take a decision on whether to terminate the staff or not based on the evidence presented from the investigation report.

Immediately after the sitting of the disciplinary committee, the decision shall be communicated to the concerned staff within a period not to exceed 24 hours. If a staff member would like to appeal their decision, they may do so in writing to the Executive Committee Members within a period of 5 working days from the decision communication.

UGHE staff must act in accordance with the UGHE Code of Conduct and Rwandan laws. UGHE will not pay fines resulting from unlawful behavior of a member of staff, even if these fines are incurred while the employee is on duty. This includes traffic fines.

7.9. Disciplinary Measures

There shall be four principle forms of disciplinary measures namely: warning, suspension, termination and dismissal depending on the gravity of the offence. The disciplinary committee shall exercise its discretion to impose disciplinary measures upon an employee for misconduct as it may consider appropriate.

7.9.1. Warning

There shall be two types of warning.

- **Verbal warning** shall be given once to a first time offender deemed to have committed a light offence.
- **Written warning** shall be given where an employee fails to correct his/her behaviour or commits another offence after being given a verbal warning. A written warning shall specify:
 - i. The identified deficiencies or inadequacies and improvements required;
 - ii. Any recommendations to assist the employee reform
 - iii. The period within which an employee must show improvement beyond which subsequent disciplinary action shall be taken.
- A second written warning shall be served as the **final warning** and shall be given where an employee has failed to achieve the improvement required within the given period.

7.9.2.Suspension

The power to suspend services of an employee shall be vested in the Vice – Chancellor or the appointing authority.

- Failure of an employee to reform after the second written warning, shall lead to suspension on half pay for a period not exceeding **90** days or the duration of an inquiry whichever is shorter.
- An employee shall be suspended from duty on half pay to enable commencement of investigations into allegations.
- An employee may also be suspended from duty on half pay where such an employee has been apprehended on account of an offence that requires investigations or is charged in a court of law or is remanded pending criminal proceedings.
- The appointing authority shall take a decision in the case of a suspended employee at the expiry of 90 days or conclusion of an inquiry into the case, whichever comes first.
- Where an employee is re-instated, he/she shall be entitled to claim the half pay of the salary withheld during the suspension period.

7.9.3.Termination

The power to terminate the services of an employee shall be vested in the appointing authority.

- The appointing authority shall terminate an employee's employment contract with or without notice should it believe that the continued employment of such a person would prejudice or affect other employees' performance or compromise the University's interest.
- Termination shall be with benefits as the appointing authority shall decide.
- A notice period of 15 days for an employee who has worked for less than a year and notice of 30 days for an employee who has worked for a period of one year or more shall be considered.
- During the notice period granted by UGHE, the employee will be entitled to one day per week to look for a job elsewhere.
- Termination of a temporary or fixed-term contract automatically occurs at the end of the contract. No notice is required.

7.9.4.Dismissal

The power to dismiss an employee shall be vested in the Appointing Authority.

- Both gross misconduct and gross neglect of duty are punishable by dismissal from employment.
- An employee who is dismissed from service as a result of criminal conviction shall neither be given notice nor paid salary in lieu.
- An employee who is dismissed following suspension shall forfeit the half salary withheld during the period of suspension as well as any other benefits.
- The provision above shall not apply to personal contributions to the terminal benefits scheme(s) if any.

7.10. Grievance Procedure

UGHE is committed to resolving staff grievances promptly in an objective and transparent manner satisfactory to all parties concerned. UGHE encourages all its employees to present complaints or problems through regular and open discussions with the immediate supervisor. If these discussions are unsuccessful, the employee is free to pursue the grievance procedure.

- Staff grievances shall include complaints about employment conditions, relationships with fellow employees, immediate supervisors, line managers and UGHE customers or other causes of dissatisfaction.
- Employees may present their grievances verbally or in writing to their Supervisor, Head of Department, or human resources department, and/or employee representative. Employees may also initiate a discussion of a grievance by emailing HRhelp@pih.org.

An employee with a grievance shall present it to the Head of Department in writing for resolution.

Where the head of department fails to resolve the grievance, such grievance shall be referred to the Director Organizational Development who shall after consultations with the relevant head of department and the workers Representatives where applicable, handle the grievance and conclude it or forward it to **an ad hoc grievance committee** constituted and chaired by the Dean of Sciences with a membership of not less than five (5)

An employee has a grievance with the Director of Organizational, shall present such grievance in writing to the Dean of Sciences or the Senior Director of Operations.

7.11. Employees facing Criminal Charges

Where criminal proceedings are instituted against an employee in any court of law, no proceedings for his or her dismissal upon any grounds involved in the criminal charge shall be taken or proceeded with until the conclusion of the criminal proceedings and the determination of any appeal there from.

Nothing in this regulation shall be construed as prohibiting or restricting the Appointing Authority or its delegate, the power to suspend such an employee.

Upon suspension, an employee shall be on half salary until acquitted. Suspension of an employee on half salary shall not extend later than the acquittal unless another charge is still pending.

Any employee convicted of a criminal offence shall be deemed to have been **summarily dismissed**. However, where an employee is acquitted the University shall refund the employee concerned any salary lost during the suspension.

7.12. Gender and Sexual Harassment

In line with the Constitution of the Republic of Rwanda that guarantees all Rwandese equality, dignity and non-discrimination, UGHE reaffirms its policy of **zero-tolerance to sexual harassment** and is committed to creating an environment that respects and protects the rights of all its members, male and female.

This policy applies to all students and employees of UGHE as well as to others who participate in UGHE programs, activities and employment in both on-and off-campus settings.

7.13. Discrimination

UGHE does not condone any form of discrimination against any employee or applicant for employment on grounds such as race, colour, sex, religion, status, disability or ethnic/tribal origin.

Any form of discrimination shall constitute misconduct and sufficient grounds for disciplinary action against the offender

7.14. Right of Appeal

An employee may appeal to the Executive Committee against the decision of the disciplinary committee **within 10 (ten) days** after being notified of the decision.

In any appeal the executive committee may confirm, vary, amend or set aside the decision appealed against or give such decision as the case may require.

Where an employee has been removed from employment by the Appointments Board they shall be **deemed to be on suspension until the expiry of the period allowed for appeal**, at which date the removal shall become effective or where an appeal has been lodged in time, the suspension shall remain in force until the tribunal determines the appeal.

8. SECTION 8: EMPLOYMENT RECORDS

8.1. Records Policy

The University shall have a records policy and all University records both manual and electronic shall be managed within the provisions of that policy.

8.2. Bio data Form

All employees shall be required to complete a bio data form capturing basic details about them

The record shall be continuously updated and it is incumbent upon the employee to provide the updated information for example marital status, family members, academic qualifications, etc.

The initial records provided shall be taken as the true and authentic record and any changes thereafter shall require proof of authenticity beyond any doubt to the Director of Organizational Development.

The date of birth provided at the time of an employee's first appointment **SHALL NOT BE ALTERED** under any circumstances in the course of one's employment.

All employees shall provide photographs attached to their bio data forms.

8.3. Personal Files

All records about an employee shall be kept on their personal file.

There shall be at least two sets of personal files; one kept and maintained in the Central Registry and the other kept and maintained at the campus groups.

An employee shall not access their personal file.

8.4. Records Management

All records are confidential and shall only be accessed upon express request to the HR Department.

8.5. Update of Record

All requests for updating records shall be communicated to the HR Department as soon as need arises but in any case all employees shall be required to update their records after every five years.

No requests for change of date of birth shall be considered.

Falsification of records when discovered at whatever stage shall lead to disciplinary action, to the discretion of the Executive Committee

9. SECTION 9: EMPLOYEE SAFETY

All University employees shall be accorded a safe and secure working environment.

9.1. Obligations of the University

The University shall provide:

- A safe working environment
- Systems of work, plant and machinery that are safe and secure
- Ways to reduce hazards and risks to health
- Training on employee safety
- Competent supervision and generally ensure that safe working practices are in place and enforced

9.2. Obligations of the Employee

The employee, while at work, shall:

- Take maximum precaution regarding their health and safety at work
- Cooperate with Management in complying with health and safety legal requirements
- Carry out lawful orders and obey all health and safety rules
- Report unsafe situations to the Supervisor or Head of Department
- Report all incidents that result in, or may have resulted in injury to the Supervisor or Head of Department

9.3. Compensation

The University shall abide by the provisions of the Workers Compensation Act, currently in force whose salient features for purposes of this manual are:

- If the personal injury by accident arises out of and in the course of a worker's employment, the injured worker's employer shall be liable to pay compensation in accordance with this Act.
- The employer shall not be liable in respect of an injury which does not either-
 - Result in permanent incapacity; or
 - Incapacitate the worker for at least three consecutive days from earning full wages at the work at which he or she was employed.
- An act shall be deemed to be done out of and in course of employment when a worker acts to protect any person on the employer's premises whom the worker believes to be injured or imperilled, or when a worker acts to protect property on the employer's premises.
- Any personal injury by accident arising while the employee is travelling directly to or from his or her place of work for the purpose of employment shall be deemed to be an accident arising out of and in the course of his or her employment.
- For the purposes of this section, it shall be for the employee who suffers injury by accident arising while travelling to or from his or her place of work to show that such travel was direct.
- Compensation shall be payable under this section whether or not the incapacity or death of the worker was due to the recklessness or negligence of the worker or otherwise.
- Any accident arising in the course of employment shall, unless the contrary is proved, be presumed to arise out of employment.
- Compensation in cases of permanent incapacity or death shall, in principle, be paid in the form of periodic payments; otherwise, they may be awarded in lump sums as provided under this Act.

10. SECTION 10: TERMINATION OF SERVICE

Services of an employee shall be terminated under any of the following circumstances:

- Death of an employee
- Incapacity to continue in employment.
- Abscondment
- Resignation
- Retirement
- Expiry of Contract
- Redundancy
- Persistent Absenteeism from work
- Professional and or ethical misconduct
- Gross negligence of duty
- Gross misconduct
- Upon conviction and sentence of a criminal case e.g., fraud, murder, rape, corruption, safety, forgery, defilement, malicious damage to property, assault and/or battery, etc.

10.1. Voluntary Termination

10.1.1. Resignation

- An employee may resign from office by giving a duly written and signed resignation notice.
- All notices of resignations (other than those of the Executive Committee Members), shall be addressed to the Director of Organizational Development **through their supervisors** and forwarded to the appointing authority for consideration and appropriate decision.
- An employee shall not resign while under investigation or suspension.
- The period of notice shall be three **(3) months** for Professors, Associate Professor, Deans, Directors, Senior Lecturers or equivalent and substantive heads of Department.
- For all other categories of employees, the required notice of resignation shall be **one (1) month** or payment in lieu of notice or as shall be indicated in their appointment letters.
- The resignation of an employee shall not be accepted under the following circumstances:
 - where an employee has not served the bonding period;
 - where an employee has not fully handed over all University equipment/ property; or
 - Where an employee is under investigation.
- Acceptance/rejection of resignation shall be communicated to the employee before the expiry of the resignation notice.
- In the event that resignation is rejected, the grounds for refusal as well as the consequences shall be clearly stated in the letter to the employee.
- Any employee who feels aggrieved by the outcome of the above may appeal to the University Executive Committee
- An employee whose resignation has been rejected by the appointing authority for good cause but goes ahead to leave service shall be deemed to have absconded from duty.

10.1.2. Early retirement

An employee who is 55 years and above and has been in the University service for at least 10-years, shall be eligible for retirement and entitled to terminal benefits as provided for in this manual.

10.2. Termination by the Employer

10.2.1. Dismissal

The following shall be instances of offences punishable by dismissal from employment.

- **Abscondment**
Absence from duty by an employee without permission for a continuous period of 10 working days shall amount to abscondment from duty. Such an employee shall be dismissed.
- **Persistent absenteeism**
An employee who is persistently absent from duty with no justifiable reason may be dismissed from the University service at the discretion of the appointing authority.
- **Removal for Good Cause**
An employee shall be dismissed by the appointing authority on account of a grave offence or gross neglect of duty or for other causes as stipulated in Section 5. Removal for good cause shall follow the following procedure:

When in the opinion of the Vice – Chancellor there has been good cause as defined above, the Vice – Chancellor shall have power to suspend the appointment of an employee, provided that he or she shall forthwith report to the Chairperson of the appointing authority the fact of such suspension, together with the grounds for the action and any other statements on the case deemed necessary. The facts shall then be laid before the appointing authority. The appointing authority may interview the employee concerned, should it be considered necessary. Any member of the Academic or Administrative staff may be removed from office by the appointing authority for what the authority after due consideration may deem to be “**good cause**”. No employee shall be removed by the appointing authority in exercise of the powers conferred by this rule unless such employee shall have been given a reasonable opportunity to have been heard by the appointing authority.

- Professional and or ethical misconduct
An employee shall be dismissed by the appointing authority on account of professional and or ethical misconduct.
- Conviction in a court of law
An employee shall be dismissed by the appointing authority upon conviction and sentence in a criminal case e.g. fraud, murder, rape, corruption, forgery, defilement, malicious damage property, assault, etc.
- Any other offence considered grave by the appointing authority.

10.2.2. Retirement

Employees on permanent terms who attain the age of 60 shall be automatically retired. Services of the employees above 60 years of age may be re-engaged on contractual terms as follows:

- **Professors** may be employed on contractual terms up to the age of 70 depending on satisfactory performance and their health;
- **Associate Professors** may be re-employed on contractual terms up to the age of 65 depending on satisfactory performance and good health; and
- **Chief Technicians** may be re-employed up to the age of 65 depending on satisfactory performance and good health.

All retired staff are entitled to retirement benefits as provided for in this Manual.

10.2.3. Expiry of Contract

- On expiry of contract of the employee, the University may terminate the employment contract or re-engage the employee based on the initial provisions in the expired contract.
- In case an employee on contract does not inform the appointing authority in writing of intentions to renew the contract, their contract shall be deemed to have lapsed upon its expiry

10.2.4. Redundancy

Termination by reason of redundancy shall be based on the following;

- When the University has ceased/intends to cease to carry on the activity for the purposes of which the employee was appointed or employed by the University or has ceased or intends to cease to carry on that activity in the place in which the employee concerned worked.
- Where the requirements of that activity for the employee to carry out work of a particular kind have ceased/diminished or are expected to cease/diminish.
- The procedures for termination on account of redundancy shall be as agreed upon with the relevant Workers' Representatives or as stipulated in the Employment Act in force.

In the case of redundancy, the same duration of notice severance and payment of unused leave will apply.

10.3. Termination due to natural causes

10.3.1. Death

General Provisions

Where an employee dies;

- At the place of work, the employer shall notify the employee's next of kin or legal representatives and shall obtain a copy of the death certificate.
- Other than at the place of work, the employee's next of kin or legal representative shall notify the University and present a copy of the death certificate and/or any other evidence of death to the office of Human Resources for record and subsequent action.

When an employee dies in service, the University will meet the cost of the **transportation** of the body from where the employee died to the place of burial and shall receive a death gratuity as stipulated in this manual.

10.3.2. Incapacitation

Incapacity due to illness

If an employee is prevented by illness from carrying out their duties, the Executive Committee may appoint a Medical Board to examine him/her. After considering the Medical Board's report, the Committee shall decide whether or not to terminate appointment, on medical grounds.

Incapacity due to other factors

If an employee is prevented by any other factor from carrying out his/her duties, the Executive Committee may decide to terminate the services of such employee, if it deems it fit.

10.4. Procedures to Terminate

The procedures for termination shall be as laid out in the specific employment letter/contract and in conformity with the Employment Act and any other relevant law.

The procedure for **dismissal** shall be as laid down in this Manual

10.5. Exit Interview

Whenever possible, the University shall conduct exit interviews, to get feedback for purposes of policy review and any other changes considered necessary to promote better employee management practices.

10.6. Severance Pay for National Employees

In addition to notice pay, UGHE will pay each National Employee who it terminates due to project closure, retirement, or restructuring. Severance is provided as follows:

- | | |
|-----------------------------|-------------------------|
| ● Less than 1 year | No severance |
| ● 1 to less than 5 years: | 1x gross monthly salary |
| ● 5 to less than 10 years: | 2x gross monthly salary |
| ● 10 to less than 15 years: | 3x gross monthly salary |
| ● 15 to less than 20 years: | 4x gross monthly salary |
| ● 20 to less than 25 years: | 5x gross monthly salary |
| ● 25 years and above: | 6x gross monthly salary |

Clarifying notes:

- Severance pay is a one-time payment based on years of experience with UGHE.
- Employees who resign will not be entitled to severance pay but will be paid for the days worked up to the date of resignation and all accrued leave and or benefits.
- Employees who are dismissed on disciplinary grounds will not be entitled to severance but will be paid accrued leave, overtime, salary, and other available allowances under contract.
- Employees whose projects are terminated but who transfer to other UGHE projects will not receive severance.
- Casual, temporary, part-time employees, and fixed-term contract employees are not eligible for severance pay.

11. SECTION 11. APENDICES

11.1. Appendix A

Effective Date: October 1, 2015

International Employee Parental Leave Policy

Partners In Health has established a new parental leave policy to allow eligible employees who are new parents to spend time with their newborn, newly adopted or newly placed child in the crucial first three months of their lives. PIH recognizes the physical, emotional and psychological demands of having a new child, and considers that a period of leave is important for the wellbeing of both the parent and the child.

Eligibility

Partners In Health provides a paid parental leave benefit to qualifying employees. To be eligible, an employee must meet the minimum eligibility requirements for leave under the Family Medical Leave Act (FMLA): the employee must have been employed with PIH for at least one year and work at least 1,250 hours with PIH over the previous 12 months.

If an employee is not eligible for leave under the FMLA, employees are entitled to leave under the Massachusetts Parental Leave Act (MPLA) after completing three consecutive months of employment. If the employee is also eligible for FMLA leave, the MPLA and the FMLA leave will run concurrently. An employee, however, is entitled to separate MPLA leave if the employee has not yet met the FMLA requirements or has exhausted their FMLA allotment, so long as they have met the MPLA eligibility requirements.

PIH will adhere to the state based policy, if the employee resides outside of Massachusetts.

During the eligible FMLA or MPLA period, group health benefits are maintained as if the employee continued work instead of taking leave. Employees will be responsible for repayment of benefit premiums upon returning to work. Note that TriNet health insurance coverage will end on the last day of the month in which FMLA or MPLA has ended (unless the employee returns to work).

Amount of Leave: Family Medical Leave Act (FMLA)

The period for leave must commence immediately following birth. Eligible caregivers may take up to 12 weeks of leave.

Week 1: Fully paid by PIH

Week 2 through 6: For birth-mothers only, beginning the 2nd week of leave, an eligible employee may be covered by Short Term Disability (STD) payments through Aetna for up to a standard 5 weeks (up to 7 weeks for C-section delivery, and up to 16 weeks for twins delivered in the state of Massachusetts). The exact duration of STD benefits is determined by Aetna. Aetna will pay 60% of employee's normal salary, and PIH will supplement the remaining 40%. (Note that employees with residence in New York may also apply for state disability insurance, SDI.)

Week 7 through 8: Fully paid by PIH

Week 9 to 12: Use of paid time off (Sick, Personal and Vacation) or unpaid

Amount of Leave: Massachusetts Parental Leave Act (MPLA)

The period for leave must commence immediately following birth. Eligible caregivers may take up to 8 weeks of leave.

Week 1: Fully paid by PIH

Week 2 through 6: For birth-mothers only, beginning the 2nd week of leave, an eligible employee may be covered by Short Term Disability (STD) payments through Aetna for up to a standard 5 weeks (up to 7 weeks for C-section

delivery, and up to 16 weeks for twins delivered in the state of Massachusetts). The exact duration of STD benefits is determined by Aetna. Aetna will pay 60% of employee's normal salary, and PIH will supplement the remaining 40%. (Note that employees with residence in New York may also apply for state disability insurance, SDI.)

Week 7 through 8: Fully paid by PIH

An employee may, at the discretion of her/his manager, take additional time off in addition to the 8 weeks under MPLA or 12 weeks under FMLA. Employees may take that time as unpaid or use available PTO (Sick, Personal, or Vacation hours).