The policies contained within this manual are not intended, nor should they be construed, to create a contract of employment for a specified period of time. Unless otherwise agreed to in writing between the University and an individual staff member for a specified period of time, employment with University is at-will, which means that any employment may be terminated by the staff or the University at any time (subject to applicable notice requirements) regardless of cause. The University reserves the right to alter, amend or discontinue any or all of the provisions of these policies and the benefits at any time, with or without prior notice, to the extent permissible by applicable law.

The University retains all managerial and administrative rights and prerogatives entrusted to it and conferred on employers inherently and by law. These include, but are not limited to: the right to exercise judgment in establishing and administering policies, practices and procedures, and to make changes in them without notice; the right to take whatever action is necessary in the University's judgment to achieve its goals; and the right to set the standards of productivity and services to be rendered, etc. Failure of the University to exercise any such prerogative or function in a particular way shall not be considered a waiver of the University's right to exercise
that prerogative or function in the future or to preclude it from exercising that prerogative or function in some other way.

These policies apply to locally hired JHU employees and staff in Ethiopia and may be amended only with approval from JHU's Vice President of Human Resources in the Baltimore Office.

Section 2: Equal Employment Policy

Each year the University formally reiterates and reaffirms its commitment to the goal of equal opportunity for its entire staff. As a matter of policy to which it is staunchly committed, the University does not discriminate on the basis of race, color, gender, religion, age, sexual orientation, national or ethnic origin, disability, marital status, status as a military or veteran, or any other classification considered unlawfully discriminatory under any applicable law. In addition, JHU's practice in Ethiopia is to not discriminate based on ancestry, political belief or activity of any employee. The University is committed to providing qualified individuals access to all employment programs, benefits, and activities on the basis of demonstrated ability, performance, and merit, without regard to personal factors that are irrelevant to the program involved. The University's equal opportunity policy applies to all employment decisions, including those affecting hiring, training and development, promotion, demotion, or transfer; recruitment; advertisement of vacancies; layoff and termination; compensation and benefits; and social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

Management is primarily responsible for ensuring that JHU's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions are effective and apply uniformly to everyone. Any employee, including managers/supervisors/directors, involved in discriminatory practices will be subject to discharge.

Section 3: Standards of Conduct

A. General Policy

It is the policy of the University to treat staff members with equity, civility, and respect. In return, the University expects staff members to adhere to standards of conduct and performance that are established to enable all to work together to achieve the objectives of the University. These Standards of Conduct are reasonably related to the orderly, efficient or safe operation of the University in Ethiopia.
B. General Standards of Conduct and Performance

General standards of conduct and performance apply to everyone employed in Ethiopia. Violation and/or failure to adhere to these standards may result in disciplinary action, up to and including, termination. These standards include, but are not limited to, the following:

a. Each staff member is to spend the work day effectively and efficiently -- by performing the proper tasks safely, competently and in a timely manner and demonstrating an awareness of priorities.

b. Each staff member is to comply with University and departmental policies and procedures.

c. Each staff member is to be at work when scheduled.

d. Each staff member is to notify the supervisor of an unscheduled absence no later than one hour after the scheduled time to report to work or in accordance with departmental guidelines.

e. Each staff member is to work during working hours.

f. Each staff member is to cooperate with reasonable requests from co-workers.

g. Each staff member is to perform reasonable job duties, even if not part of the job description, as assigned by the supervisor.

h. Each staff member is to respect the confidentiality of sensitive information. Such information should not be repeated, discussed or removed from the work area except for legitimate work reasons.

i. Each staff member is to give proper notice of resignation.

j. Each staff member is to safeguard personal property.

k. Each staff member is to respect the property of others and of the University and to use University property only for legitimate work purposes (e-mail, facsimile machines, computers, copiers and other University equipment). Taking of property belonging to others or the University will not be tolerated.

l. Each staff member is to maintain appropriate work place behavior that fosters collegiality and team work. Without these qualities, the University cannot achieve its goal in an effective and efficient manner.

m. Each staff member is to utilize internal resources to resolve employment problems (discussion with supervisor, department administrator, human resources, grievance process, etc.)

n. Each staff member is to know the fiduciary duty associated with University employment and to perform the duties accordingly; conduct that conflicts with the interest of the University will not be tolerated.

o. Each staff member is to refrain from selling or buying any illegal substances during work hours or on the University's premises.
C. Workplace Civility

The quality of services and products delivered by the University is driven by the quality of life of the staff providing the service or product. Working to foster a civil workplace includes, but is not necessarily limited to, the following:

a. Each staff member is to respect the rights of others (for example, not to threaten/abuse or to endanger any person's life or health, either deliberately or through carelessness).

b. Each staff member is to be courteous towards fellow staff members, faculty, students, patients, and visitors. Disruptive, discourteous and/or insubordinate conduct will not be tolerated.

c. Conduct that causes or threatens harm to others or that constitutes persistent, unwanted behaviors will not be tolerated.

d. The University does not restrict political activity if it does not involve the Johns Hopkins University name, property, facilities or materials.

D. Conduct Contrary to JHU Mission

JHU mission and values govern the conduct of all our undertakings. JHU code of professional conduct and ethical behavior must be observed in all environments, and honesty and integrity must characterize all activities.

Activities contrary to JHU's Code of Conduct include (but are not necessarily limited to):

1. Any conduct which results in unethical, personal, financial enhancement for any JHU employee.

2. Unlawful acts committed in Ethiopia or abroad.

3. Any conduct considered discriminatory to persons or groups on the basis of race, color, gender, religion, age, sexual orientation, national or ethnic origin, disability, marital status, status as a military or veteran, ancestry, health condition, political belief or activity.

4. Conduct based on bias for, or against, particular consultants, suppliers, donors or partners.

5. Gambling, betting or participation in lotteries during work hours or on JHU premises or property.

E. Discovery of Events of Questionable, Fraudulent, or Illegal Nature

Discovery of events of questionable, fraudulent or illegal nature which might be, or might appear to be in violation of JHU standards and policies must be reported immediately to the Country Director/Chief of Party, who then will report it to Baltimore.
Section 4: Recruiting and Employment

A. General Policy

The Johns Hopkins University's recruiting protocol includes developing a job description that describes a job's major functions and required qualifications, advertising the position, screening applicants, and interviewing qualified candidates. The new hire recruitment procedure shall originate when the appointing department with a vacant post issues a completed personnel recruiting form for approval to the Country Director/Chief of Party. Applicants are selected for interviews based on their qualifications for the positions. When a final candidate is selected, references and employment/education background will be verified as applicable.

B. Conditions of Employment

In general, JHU hires employees to work on specific projects. This means that employment is contingent upon funding for that project. When a project ends or its funding is discontinued, or reduced, JHU may reassign some employees or terminate employment when reassignment is not an option.

C. Employment Agreement

After the selection as a final candidate, all employees and management staff members will receive an employment agreement to be signed by the employee and an authorized University representative/Country Director/Chief of Party in accordance with applicable laws. The agreement shall include a category of employment, job description (when appropriate), duration of employment, base annual salary and any allowances, related matters and any deviations from the regular employment practices. This Employee Manual and the employee's job description shall be considered to be an integral part of this employment agreement.

D. Probation Period

All newly hired individuals, both management and non-management staff as well as contract employees, are provisional until the successful completion of forty-five (45) consecutive calendar days from the start date of employment. Promoted staff members are also provisional until the completion of forty-five (45) calendar days in their new position. Either party may terminate the employment agreement, without notice, at any time during this period. Transfers will fall under different considerations.

One week before expiry of the probation period, the employee will meet with her/his supervisor to discuss her/his performance. At the probation performance evaluation the supervisor may recommend confirmation of employment or termination of the employment and the employee will receive a written performance evaluation in this regard.
E. Hiring of Family Members

Immediate family members and members of the same household are not to be employed in any position where one family member has line authority over personnel actions concerning the other. For the purposes of this policy statement, immediate family includes all relatives, such as, but not limited to the following: spouses, children (including step-children, adopted children, and foster children), parents, step-parents, grandparents, grandchildren, in-laws, siblings (including step-brothers and step-sisters), cousins, nieces, nephews, aunts and uncles. If two staff members become members of the same household, both may retain their positions, provided one is not under the direct or indirect supervision of the other. It is the responsibility of the employee(s) in question and his/her supervisor/manager to advise the local department administrator if such a relationship is established. Exceptions to these reporting relationship limitations require the approval of the Country Director/Chief of Party.

Section 5: Terms of Employment

A. Employment Classification

All positions except as otherwise determined by the Chief of Party shall be classified by grade based on the Foreign Service Nationals (FSN) Local Compensation Plan (LCP). Based on the job description, each position is assigned a level (grade) with its relative salary range which are reviewed periodically and adjusted, if necessary. All employees are in one of the following categories:

- **Full-time employee:** any person employed to work at least 75% of the full-time work week, based on a standard work week of at least 40, 44 & 48 hours.

- **Part-time employee:** any person regularly scheduled to work less than thirty (30) hours per week. Benefits, vacation, sick leave, etc. are not provided for part-time employees.

- **Contract/Temporary employee:** are those who are hired to supplement the work force for a specific period of time usually less than six (6) months. Temporary employees are remunerated on an approved total package reflective of the non inclusiveness of the benefits within the FSN plan. All contract employees contracted for more than three (3) months will be enrolled in Accident Insurance and pension fund.

Staff, full or part-time, are hired for a specific project contracted by JHU and will be subject to any particularities contained therein. The employment period for each employee will be clearly stated in the employment agreement, with employment terminating at the conclusion of the project or employment period, or earlier, if for cause.

Employees may be required to pass a physical examination, paid for by JHU, before beginning their employment.

B. Standard Work Week

The standard JHU work schedule is 8:30 a.m. to 5:30 p.m. for the ARC Project and 8:00am to 5pm for the TSEHAI Project (unless special hours are warranted and preapproved by the
Country Director/Chief of Party for your particular project), Monday through Friday with one hour lunch break for those in the forty (40) hour/week category. For payroll purposes, the standard work week consists of seven days, 12:01 a.m. Monday through midnight the following Sunday. The staff is required to submit a timesheet to the supervisor on a monthly basis and all timesheets must be maintained in the local office.

C. Attendance/Tardiness

Each staff member is to be at work when scheduled (for example, to attend work regularly, not to arrive late, not to abuse sick leave or lunch periods, and not to leave early without appropriate approval), ready to work, every day. Each staff member is to notify the supervisor or designee of any unscheduled absence no later than one hour after the scheduled time to report to work. Unexcused absenteeism and tardiness will be handled in accordance with the University’s disciplinary procedure.

From time to time, it may be necessary for you to be absent from work. JHU is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Sick days have been provided for this purpose. If you are unable to report to work, or if you will arrive late, please contact your supervisor to allow him or her as much time as possible, but no less than one hour, to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from your supervisor. He or she will determine when will be the most suitable time for you to be absent from your work.

When you call in to inform JHU of an unexpected absence or late arrival, ask for your supervisor directly. For late arrivals, please indicate when you expect to arrive for work. Notifying the receptionist or a fellow-employee is not sufficient. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. If your supervisor is not available when you call, you may leave the information with another manager. All sick leaves in excess of three (3) days should be accompanied by medical certificate. 0

Absence from work for five (5) consecutive days without notifying your supervisor or the Country Director/Chief of Party will be considered a voluntary resignation.

D. Overtime

All overtime work must be endorsed and justified by the Department head prior to approval by Country Director/Chief of Party.

Overtime is hours worked in excess of eight (8) hours a day or forty-eight (48) hours per week (per Ethiopian Law). Work done on public holidays or weekly rest days shall be either paid or compensated by a day off from work.
As per the labor proclamation overtime work is permissible on the occurrence of the following circumstances:

a) Accident, actual or threatened  
b) Force-majeure  
c) Urgent and pre-approved work  
d) Substitution of absent workers assigned on work that runs continuously without interruptions

It has to be noted that overtime work due to urgent work shall not exceed two (2) hours in a day or twenty (20) hours in a month or one-hundred (100) hours in a year unless otherwise approved by the Country Director/Chief of Party for a particular project. Overtime work requires prior approval with the reasons for overtime clearly stated per Ethiopian Labor Law and must be approved in advance and in writing by the employee's supervisor to the Country Director/Chief of Party. Approved overtime work will be paid using the following rates (unless otherwise approved by JHU's Baltimore office):

- 150% of the base salary for normal working days,  
- 200% of the base salary for weekends, and  
- 250% of the base salary for paid public holidays.

Only full-time non-Management staff is eligible for overtime pay.

JHU reserves the right to either offer overtime pay or compensate overtime hours with equivalent time off depending on the project. Such overtime payments or time off from work in lieu of payment must be documented and the time off must be used within one month. JHU also reserves the right to change the weekly rest days into any other week day for those employees for whom the nature of work requires them to work on rest days. Anyone receiving per-diem for a work period, which is a taxable income, will not accrue overtime hours for the same work period.

E. Multiple Employments

Staff members who wish to work for another employer while employed by the University must obtain prior written authorization from the Country Director/Chief of Party.

F. Unscheduled Office Closings

If the situation warrants, the Country Director/Chief of Party, in consultation with the headquarters, may decide to close the office early, or not open on a normal work day. In the event of an unscheduled closing, the Country Director/Chief of Party will inform the staff as far in advance as possible. Staff will receive instructions regarding the reopening of the office. Whether compensation will be provided to employees during unscheduled office closings will be determined by the Baltimore office in consultation with the Country Director/Chief of Party.
Section 6: Position Classification

A. Position Description

Position descriptions summarize the main responsibility of the job as well as the knowledge, skills and abilities required to perform the job. They are also used to determine the appropriate salary for a position. In order for an employee to receive appropriate salary increases, it is important that the position descriptions be kept up-to-date.

B. Promotion

Promotion means advancement from a lower position to a higher position in which duties and responsibilities are materially different to or increased from the previous post.

It is JHU's policy to promote qualified and deserving employees into higher paying positions, as opportunities occur. Vacancies are filled by promotion of existing employees when appropriate.

When an employee is promoted to a higher position, the salary of that employee will be reviewed and an increase may be granted by the JHU Country Director/Chief of Party. An employee's promotion date becomes his/her official anniversary date for future performance evaluations.

The promotion procedure shall originate when the appointing department with a vacant post issues a completed personnel recruiting form for approval to the Country Director/Chief of Party. In order to compete for the promotion, an employee is required to have served at least twelve (12) months in the organization and he/she has to secure a satisfactory performance evaluation results in the last period performance evaluation. The employee may also be required to attend an interview or exam sessions together with external candidates to be considered for the promotion. The decision to have an internal vacancy announcement versus external open announcement will be decided by the Country Director/Chief of Party. JHU may impose a trial period of up to ninety (90) days before granting the employee's proposed pay raise.

Section 7: Salaries and Wages

A. General Policy

The University's policy is to provide salary/wages to local staff consistent with the prevailing laws and compensation practices in the country of employment.
B. Salaries/Wages Determination

The salary/wage for a given position is based on its duties, as well as the level of skills and expertise required. An employee's salary is also based on her/his salary history, professional accomplishments, the local salary market, and sponsor provided funding limitations.

C. Salary Payment

Salaries are paid monthly, in local currency and in arrears. Payday is before the third workday of each month. Salary advances are not permitted under any circumstances, unless it is regarding time already worked by the employee; such advance shall be settled within the next month.

JHU's policy is to ensure that salary and benefits provided to local employees are consistent with the prevailing laws and compensation practices in Ethiopia. The Baltimore office will review JHU's salary scales as necessary or annually, in addition to the regular in-country review process.

D. Income Tax Withholding

The monthly salary of the staff is subject to deductions at the source in accordance with the rates prescribed by applicable laws of Ethiopia.

E. Performance Appraisals and Salary Increases

The salaries/wages schedule will be monitored and revised as appropriate. Written performance appraisals will be conducted on an annual basis and will be utilized to determine any salary/wage increases in conjunction with the standard Foreign Service Nationals (FSN) scale increase guidelines and available funding.

If an employee’s salary is not based on the FSN scale above, then she/he may receive an annual merit increase. While the overall compensation schedule will be monitored and revised as necessary, merit increases, based on satisfactory performance as documented by a written performance evaluation, will be recommended annually in conjunction with the employee's anniversary of employment. The amount of merit increase will be determined by a percentage established each fiscal year by the HR manager in Baltimore or the Department Designee with consultation with the Country Director/Chief of Party at JHU's discretion. Prior to making a merit increase salary determination, the employee should be informed about and made aware of the contents of their evaluation in order to improve relations. A merit increase determination shall not be made without an approved performance evaluation in-country by the Country Director/Chief of Party.
Section 8: Benefits

A. General Policy

The University is committed to providing benefits to all full-time JHU staff in accordance with the Ethiopian laws and as allowed by the funding source for the activities being conducted in Ethiopia. Full-time employees will get Accident, Life and Medical coverage while their dependents will get coverage for Medical insurance as of the employee’s start date.

B. Provident Fund and Pension Fund

JHU reserves the right, at its sole discretion, to participate in a Provident Fund and/or Pension Fund in accordance with Ethiopian law and the availability of funds. All employees hired after July 24, 2011 will participate in a government administered Pension Fund and may also participate in a Provident fund at the sole discretion of JHU. JHU will makes contributions on behalf of all local employees to either or both of these plans and employees' contributions to the programs will be withheld by JHU from their monthly salary payments and remitted to the Provident Fund and/or Pension Fund on their behalf, as prescribed in Annex A.

The Pension Fund shall be administered in accordance with Ethiopian laws. However, JHU may allow staff to withdraw a portion of the funds from the Provident Fund for investment purpose at JHU's sole discretion. All such authorizations will be reviewed and approved by the Country Director/Chief of Party. Any applicable income taxes and penalties that may be owed from any early withdrawals from the Provident Fund shall be borne solely by the employee and will require staff member's spouse consultation, concurrence and written consent, if married.

C. Medical and Life Insurance

JHU provides medical and life insurance to each full-time employee and medical insurance to her/his authorized dependents, endowment/group term insurance coverage as described in JHU employee benefit package.

D. Funerary Assistance and Survivor Benefits (post probationary period)

Per Ethiopian lawman employee is entitled to leave with pay for three (3) working days when a spouse or descendants/ascendants (by affinity or consanguinity) up to the second degree dies. If the deceased is a JHU employee, the surviving family is entitled to any wage due to the employee at the time of her/his death. JHU will provide a payment to the employee or his/her survivors to
assist with funeral expenses, as follows:

--Death of the employee-100% of employee's base monthly salary of three (3) months.
--Death of an authorized dependent-10% of the employee's base monthly salary of three (3) months or a minimum of Birr 3,000.00.

E. Hardship Allowance

Considering the extent of hardship working situations at different regions within Ethiopia, JHU has set the following hardship allowance rates per month for various regions. These allowances will be revised and adjusted as needed and be set at the discretion of JHU.

<table>
<thead>
<tr>
<th>Location</th>
<th>Rate of hardship allowance 1% of basic salary</th>
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<tbody>
<tr>
<td>Addis Ababa</td>
<td>0%</td>
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<tr>
<td>SNNPR</td>
<td>20%</td>
</tr>
<tr>
<td>Oromia</td>
<td>20%</td>
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<td>Amhara</td>
<td>20%</td>
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<td>Tigray</td>
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<td>Hararri</td>
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<tr>
<td>Gambella</td>
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<tr>
<td>Afar</td>
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<tr>
<td>Benshangul Gumuz</td>
<td>35%</td>
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<tr>
<td>Somali</td>
<td>35%</td>
</tr>
</tbody>
</table>

F. Relocation Allowance

JHU will pay a one-time relocation allowance to all full-time employees who will be stationed in any of the JHU offices outside of Addis Ababa or who are relocated to Addis Ababa from any other region or employees who are transferred from one region to the other. For relocations between regions, the relocation allowance is Birr 4,000.00. For those employees who move to JHU office within the same region, the relocation allowance is Birr 2,000.00.

The amounts stated above are expected to cover expenses for lodging, transport to the duty station, and any other related expenses that the employee may incur until he/she is fully settled. JHU will not pay per-diem or any other expenses for employees moving to their duty stations in addition to this one-time relocation allowance.

For newly recruited employees, 50% of the above relocation allowance is given as soon as the employee starts working and the remaining 50% is paid after completion of probationary period. For transferring employee, the full payment will be effected at one time and as soon as he/she starts working at her/his new duty station.
G. Training and Education

As employees are its most important assets, JHU will offer training opportunities to employees to enhance their knowledge and skills. Supervisors will work with their staff to assess training needs and develop appropriate training plans. Training will be provided to staff as necessary; priority shall be given to employees who require the training in order to perform their duties as required by JHU.

Depending on a project's needs and availability of funds, employees may be reimbursed if he/she (a) successfully completes class and training with pass grade;(2) provides valid receipt of payment for the class or training or purchased books/materials, or software for the class or training; and (3) submits a certificate, diploma, report of successful completion of the course or training.

Employees will be refunded at a maximum of Birr 3,500.00 per annum for such class, training and training materials.

H. Mobile Card Allowance

Mobile card is assigned to each position with the proposal of the department head and approval of the Country Director/Chief of Party based on the demand of the position to make additional telephone communications.

I. Use of Personal Vehicle

Employees whose job demands traveling within Addis Ababa regularly and who wish to use their personal vehicles for JHU official business within Addis Ababa or other major city of residence and who obtain prior approval will be reimbursed Birr 2,000 (Two Thousand Birr) or equivalent to 102 Liters of fuel per month. This amount is expected to cover their expenses for gas and oil, wear and tear, any parking and other related expenses. JHU will not be responsible for any other expenses that the employee may incur as a result of using his/her vehicle for JHU approved official businesses. Employees, at their own expense, must maintain comprehensive insurance coverage on any vehicle used for JHU official business.

Employees who have made this arrangement will not use JHU vehicles unless when on travel outside Addis Ababa on official businesses. If their vehicles are out of service for some reason, the above mentioned amount will be reduced proportionately with the number of days that the vehicle was not in use.

This policy is subject to revision as indicated and authorization will be evaluated independently.

J. JHU Vehicle Use Policy

JHU vehicle(s) shall be used for business purposes only. Private use of JHU vehicles is prohibited.
JHU's vehicle(s) shall only be driven by either the JHU hired driver or another pre authorized designated driver.

When not in use, JHU vehicle(s) shall remain at the JHU offices or in another secure, preapproved and monitored area.

JHU vehicle(s) shall not be used on weekends or evenings, except for:

- Picking up and dropping off consultants and/or staff members at the airport;
- Driving consultants and/or staff back to their hotel after work;
- Conducting field activities where the team needs to stay overnight.

JHU vehicle(s) will be available to pick up consultants and/or staff members at their hotel each morning and drop them off after the workday is completed. If consultant and/or staff members need to use JHU vehicle(s) for business purposes during the course of the day, s/he should make prior arrangements with the office supervisor. Priority for use of JHU vehicle(s) is based solely on programmatic needs, not on the title or rank of the person requesting it.

A logbook will be maintained for each JHU vehicle. The JHU driver must complete the logbook for every trip, and the passenger must sign for each trip. At the end of the month the log must be reviewed and signed by the day to day supervisor, and given to the Motor pool and Travel Services Manager and checked by the Senior Operations/Administrative Manager.

Any vehicle used for JHU business must be equipped with functioning seatbelts, and all passengers and drivers must use them. If an employee is found to be in non-compliance with the seatbelt rule, JHU may terminate her/his employment agreement without any liability on its part.

In the event that a driver of a JHU vehicle, or a personal vehicle being used for JHU business, commits a traffic violation, s/he is responsible for payment of any and all fines and may be subject to disciplinary action as deemed appropriate by his/her supervisor.

The assigned driver for the vehicle is responsible for the safety of her/his passengers and will respectfully enforce all of the regulations of safe driving and safe environment rules in JHU's Vehicles Management and Procurement Manual. All employees will be expected to abide by those rules and regulations.
Section 9: Performance & Compensation Reviews

A. Performance Reviews

Supervisors are continuously evaluating employees' job performance. Day-to-day interaction between an employee and her/his supervisor should give a sense of how an employee is performing in her/his position.

Performance reviews will be conducted annually on or about each employee's anniversary date. New employees may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During formal performance reviews, the supervisor may consider the following things, among others:

- Attendance, initiative and effort
- Knowledge of your work
- Willingness to perform work
- The quality and quantity of your work
- The conditions under which you work

The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of and to document how your job performance compares to the goals and description of your job. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grows in order to achieve personal as well as work-related goals—perhaps he or she can recommend further training or additional opportunities for you.

In addition to individual job performance reviews, JHU periodically conducts a review of job descriptions to ensure that we are fully aware of any changes in the duties and responsibilities of each position and those changes are recognized and adequately compensated. If an employee reports to more than one individual, those individuals, along with the employee's supervisor, will be involved in the performance evaluation process. The performance evaluation report provides a record of how an employee is performing, is used to justify a merit increase, and identify an employee's training needs. It is a basis for any promotion. A copy of the performance evaluation report is kept in the employee's personnel file in-country as well as a copy sent to the Human Resource Office in Baltimore.
B. Compensation Reviews

Wage and salary increases are based on merit, not length-of-service. Having an employee’s compensation reviewed does not necessarily mean that she/he will be given an increase. Management decision is final on performance and compensation reviews for any staff.

JHU conducts compensation reviews annually on or about each employee's anniversary date, following their annual performance review. Any wage or salary increases will appear in the pay period ending after the dates they are granted. Wage and salary increases will be retroactive in the case of late reviews with the approval of the Country Director/Chief of Party. The amount of merit increase is decided by your supervisor. Staff whose performance is assessed at expectation will receive a one-step increase. Staff whose performance is assessed above expectation may receive a two-step increase.

A merit increase is not awarded to an employee whose work is not satisfactory. Instead, a discussion will be held with the employee that outlines the improvements to be made, the time frame for improvement, and the consequences of not improving. A Performance Improvement Plan (PIP) will be developed in writing by the supervisor and reviewed with the employee. A copy of the PIP will be placed in the employee's personnel file. The supervisor will assess the employee's performance over a specific period of time (e.g. 30/60/90 days). If the employee's performance has improved to expectation, the employment will continue. An employee whose performance does not meet expectations will be dismissed.

Nothing in this manual shall be construed to prevent the dismissal of an employee who does not perform satisfactorily at any time, nor to prevent a reduction of salary in cases where the employee is assigned to, and accepts a position for which maximum salary range is below the employee’s salary at the time of assignment to the lower position.

Section 10: Conflict of Interest and Ethics

JHU requires that each employee exercise the highest ethical standards and conform to a code of conduct compatible with JHU mission and values. Employees should avoid situations that could unfairly influence their judgment at the workplace. Similarly, they must avoid any situation, which puts their interests in direct conflict with that of JHU.

The employee may not engage in any outside work, whether remunerative or not, without the prior written approval of JHU. Such approval may not be unreasonably withheld. If authorized, an employee of JHU may perform work or services for another organization only to the extent that the activity does not prevent the employee from devoting the time and effort to JHU business, which her/his position requires.
We expect our employees to promote JHU’s stated interests and to refrain from using their position with JHU to supplement their incomes directly or indirectly, or to obtain other material benefits including gifts.

JHU staff may not, directly or indirectly, be financially engaged or involved in any enterprise or project to which JHU is providing assistance.

No JHU staff member should knowingly act in a capacity, or urge JHU to act in a manner, designed to confer any financial or commercial benefit, whether actual or potential, on herself or himself or on any firm or corporation in which s/he has a significant interest as partner, stockholder, director or officer. If such a situation should arise, the individual should disclose the nature of such interest to her/his direct supervisor.

Information obtained as a result of employment at JHU that is not generally available to the public may not be communicated to any individual(s) or organization(s) outside of JHU.

JHU strives to be in strict compliance with all laws and regulations that are applicable to its activities. In the event that a regulation is ambiguous or difficult to interpret, JHU has access to legal counsel in order to determine compliance with a policy and observance of all laws and regulations. Such advice shall be sought if any questions arise.

This policy is not intended to delineate every situation that could give rise to a conflict of interest, but should serve as general guidelines for the evaluation of specific situations as they arise. An individual with ordinary good judgment should generally know whether or not a particular activity involves an actual or potential conflict without the need for specific rules. However, where there is doubt, the matter should be brought to the attention of their supervisor, who will take the appropriate action.

**Section 11: Gift Policy**

Staff members may not accept gifts or entertainment that might influence their decision making or compromise their judgment. Staff should not give or accept gifts, hospitality, favors or entertainment with any value from any vendors who have current or pending business arrangements with the University over which that person has authority or influence. Ordinary business courtesies such as occasional business lunches which are within a regular lunch cost based on local economy are allowed.
Section 12: Leave Allowances and Records

A. General Policy

A dependable staff is crucial to the smooth running of our organization. Employees are asked to plan ahead for vacation and other time off so that the projects are not adversely affected. All staff should give at least one (1) week written notice for annual leave, to be approved by the supervisor and/or the JHU's Country Director/Chief of Party. When your work takes you away from your work station, please let your supervisor know where you are going and how long you expect to be gone.

A staff member is responsible for keeping the supervisor informed of all absences. A staff member may not be absent for any reason without informing her/his supervisor. Absences that have not been approved by the supervisor will be charged as leave without pay. A staff member who is absent for five (5) consecutive days without contacting the supervisor is subject to discharge for abandonment of the position. Habitual absenteeism and tardiness will be handled in accordance with the University's progressive counseling procedure. Staff members are to provide sufficient notice of intention to take leave for vacation or documented extended sick days.

B. Holidays

The University recognizes the following holidays in Ethiopia:

<table>
<thead>
<tr>
<th>Ethiopian Holidays</th>
<th>US Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>New Year's Day</td>
</tr>
<tr>
<td>Meskel</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Id AlFatir (Ramadan) *</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Martin Luther King's Birthday</td>
</tr>
<tr>
<td>Id AlAdaha (Arata)</td>
<td>Thanksgiving</td>
</tr>
<tr>
<td>Victory of Adwa</td>
<td>Independence Day</td>
</tr>
<tr>
<td>MayDay</td>
<td></td>
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<tr>
<td>Good Friday (Siklet)</td>
<td></td>
</tr>
<tr>
<td>Easter*</td>
<td></td>
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<tr>
<td>Patriots Victory Day</td>
<td></td>
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<tr>
<td>Birthday of Mohammed (Mewlid)</td>
<td></td>
</tr>
<tr>
<td>Ginbot 20-Downfall of the Dergue</td>
<td></td>
</tr>
<tr>
<td>Epiphany (Timket)</td>
<td></td>
</tr>
</tbody>
</table>

The leave extends to the next day off on the holidays marked with (*). Additional days off may be added if such days are declared national holidays by the Government of Ethiopia. If a holiday falls within a period of approved paid leave, the staff will not be charged leave on the holiday. If a staff member is required to work on a holiday due to pre-scheduled training, meetings with
host country or US officials, or travel statuses/he is entitled to take that holiday at another
time within the same calendar year subject to her/his supervisor's written approval.

C. Annual Leave (Vacation)

Full-time staff earn twenty-three (23) work days of annual leave per year for the first three (3)
years of service. This leave is increased by one (1) day for each subsequent year of service up
to maximum of thirty (30) days. All leave requests are subject to supervisor's approval based
on the business needs of the office. Because of the benefits resulting to both employee and the
organization, supervisors should ensure that each employee is allowed to take regular and
sufficient, continuous leave each year. Staff hired after the first day of the month or terminated
within the month will accrue vacation and sick leave on a pro-rated basis. Although staff may
begin accruing leave immediately, they may not take annual leave during the probationary
period of their employment.

Annual leave may be utilized at minimum increments of one half-day. Any unused vacation (or
annual) leave may be carried over to the next leave year, the total leave not to exceed the total
of the two years (carried over and current year total) at any given time. Annual leave that is
carried over will be under a 'use or lose' status, during the next leave year. At the end of the
leave year, any unused annual leave in excess of one year's accumulation will be forfeited. Staff
members cannot take vacation leave that they have not yet earned. When a staff member
terminates or resigns for any reason, s/he will be paid the value of any unused annual leave.
Staff members, however, will not be paid for any unused leave if their termination is for
unauthorized taking of the University's money or property.

D. Sick Leave

The purpose of sick leave is to provide time off with pay when an illness or an accident outside
of work makes it medically necessary for the staff not to work and to provide for a temporary
period of recuperation. Any staff hired after the first day of the month or terminated within the
month will accrue sick leave on a pro-rated basis. Staff cannot use sick leave that they have not
earned. Staff can use sick leave to care for "authorized dependents" that are ill or undertaking
medical/dental examinations and treatment. The staff member must notify her/his supervisor
of an illness or absence due to an authorized dependent's illness as soon as possible. A doctor's
certificate may be required. Authorized dependents are spouse, children, including step
children or a dependent with a court recognized dependent designation.

Leave must be approved in writing on the appropriate form by the supervisor and reported to
the person in charge of monitoring time and attendance. Sick leave of more than three (3)
workdays must be supported by a doctor's certificate. If the leave was due to a health
condition of the staff, a written release stating the staff is fit to return to duty from the health
care provider is required.
All full-time staff is entitled to thirty (30) days per year of sick leave with full pay to be accrued at the rate of two and a half (2.5) days per month. Full-time employees are entitled to a total of 180 workdays of extended sick leave in any twelve (12)-month period. However, payment for sick leave will be granted as follows:

<table>
<thead>
<tr>
<th>Days</th>
<th>Percentage of Basic Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 30 days</td>
<td>100%</td>
</tr>
<tr>
<td>Days 31-90</td>
<td>50%</td>
</tr>
<tr>
<td>More than 90 days</td>
<td>Without pay</td>
</tr>
</tbody>
</table>

Employees are required to provide a doctor's note justifying any sick leave of more than three (3) consecutive days. Unused sick leave may be carried over to the next leave year, not to exceed one year's annual amount that the staff earns. Sick leave that is carried over must be used during the next leave year. At the end of the leave year, any unused sick leave in excess of one year's accumulation will be forfeited. In addition, accumulated sick leave cannot be used for any other purpose and is not considered a debt to the staff; no payment will be made for accumulated sick leave upon termination of employment.

After an employee has been on sick leave for six months, JHU has the option of terminating the employee.

**E. Extended Sick Leave**

While an employee is on extended sick leave, JHU may hire a temporary worker to perform the employee's duties in her/his absence. When the employee is ready to return to work, s/he will resume her/his original position, provided that s/he can perform her/his duties. If the employee is unable to perform his/her duties as required, JHU may assign the employee to another position within the office at the same salary level, should one be available.

If, during the employee's absence, her/his job is eliminated due to redundancy, or if, owing to the severity of her/his illness or injury, the employee cannot return to work, her/his employment with JHU will be terminated.

**F. Maternity and Paternity Leave**

Benefits-eligible staff who give birth to or adopt a child or children must give written notice of their intention to take maternity leave at least six (6) months before expected date of birth, and such notice shall be supported by medical certificate. Full-time female employees are eligible for ninety (90) consecutive calendar days (12 weeks) of paid maternity leave.

Maternity leave may begin at any time within one (1) month of the mother's expected confinement. A request for maternity leave must be in writing, and accompanied by a certificate from a qualified medical officer or midwife, stating that the employee's confinement is likely to take place within six (6) weeks of the date on the above certificate. While on maternity leave, JHU will pay the employee 100% of her salary and benefits.
Male employees are eligible for five (5) working days of paid paternity leave.

In the case of an abnormal delivery or multiple births, a delivering mother is eligible for ten working days (two weeks) of supplemental maternity leave, with full salary and benefits. If the employee needs additional time beyond the allowed maternity leave, she may use her available sick leave, annual leave, or may request unpaid leave.

In the event of termination of employment or resignation for any reason, no payment will be made to the employee for any unused maternity leave.

As a post maternity leave, a female employee can be late by one (1) hour in the morning or after lunch or is permitted one (1) hour early departure during lunch time or before close of business as breast feeding leave for ninety (90) consecutive days.

G. Leave of Absence (Unpaid Leave)

All full-time staff employed by the University for more than the initial twenty (20) workday periods can request in writing leave without pay from their Country Director/Chief of Party. The request will be reviewed and provided with feedback. The maximum allowed leave of absences I unpaid leave is sixty (60) days. Any requests for leave of absence for more than 2 months (60 days) must also be approved by the Divisional office in Baltimore, Maryland, USA. The staff can be required to use accrued vacation leave before taking a leave of absence without pay.

Periods of unpaid leave will not count towards a staff's length of service for the purpose of calculating annual leave. Sick and vacation leave do not accrue during a leave of absence without pay that exceeds eleven (11) working days during a calendar month. A position vacated by a staff member on an approved leave of absence without pay for ninety (90) days or less cannot be filled with a regular replacement unless the Country Director/Chief of Party gives the staff member a letter prior to the beginning of the leave stating that the position may be filled.

H. Leave to Attend to Legal Obligations

An employee shall, upon providing evidence from the competent authorities, be granted leave with pay when summoned by the police, the courts or other authorities of the Government to attend to legal proceedings. The number of leave days shall be decided by JHU having regard to the distance and time required to attend the matter.

I. Staff Records

Local staff records, including leave records, will be maintained in country with copies of the employment agreement, resume, employment application, and/or job description sent to the divisional or departmental Human Resource Office in Baltimore. Staff should also keep copies of all personnel documentation for their own records.
J. Responsibility for Leave Records

The Country Director/Chief of Party or their designee will maintain leave records of individual staff. These records will be the official leave record and will be part of the official personnel files.

Each Supervisor should inform HR of their subordinates’ absence, and HR will maintain leave records and report to the Country Director/Chief of Party or designee on regular basis. HR will maintain copies of time sheets and leave requests as part of the employee’s personnel file. Supervisors are responsible for the accuracy of the leave reported on the time sheets s/he approves.

Section 13: Transfers

A. General Policy

A transfer is defined as the movement of a staff member from one region to another region on the same job position. A staff member who wishes to get a transfer should apply in writing to her/his immediate supervisor when a vacant post is created at a regional office where s/he wants to be transferred to. An employee has to serve at least for one (1) year in a given region to apply for a transfer.

When more than one employee applies for a transfer to a given region an ad-hoc committee consisting of regional manager and representative of the concerned program department will be formed by the HR unit to process the transfer in such a way that years of service, extent of hardship at the region, previous performance evaluation and reason for transfer will be evaluated to finally select an eligible candidate.

Transfers requests due to medical reasons and marriage supported by documents could be allowed at the discretion of the Country Director/Chief of Party if vacant posts are available at the region where the transfer is requested.

Section 14: Work Place Resolution Procedures

A. General Policy

The JHU grievance procedure reflects a process that promotes open dialogue to resolve conflicts. The procedure will be conducted in keeping with JHU values of trust and respect.
B. Procedure

Since most work-related complaints and disputes can be settled in conversation between the staff member and the staff member's supervisor, staff members are encouraged to resolve any problem by seeing their immediate supervisors. An earnest effort is to be made to resolve these issues as promptly as possible.

The grievance procedure will be conducted in keeping with JHU values of trust and respect. An aggrieved employee should present his/her grievance in writing within five (5) working days of the incident to his/her supervisor who shall give his/her decision promptly within three (3) days. Where the employee is not satisfied with the decision s/he shall present his/her grievance to Human Resource and/or Regional Manager and/or Department head within five (5) days. Where the employee is not satisfied with the decision of Human Resources and/or the Department head and/or Regional Manager, s/he shall present the same to the Country Director for final settlement within ten (10) days. No change to leave or loss of pay will be made for attending a grievance proceeding. All grievances will be in written document and not over email.

The supervisor is responsible for bringing any grievance involving suspension or termination to the immediate attention of the human resources office or human resources manager.

Section 15: Disciplinary Action

A. General Policy

Proven violation of standards and policies by any employee, regardless of their position, will lead to appropriate disciplinary action. Depending on the seriousness of the case, a disciplinary action may entail an oral or written reprimand, suspension from duty with or without pay, or separation and may be cause for legal action. An employee must be given the opportunity to provide an oral or written explanation or justification before the disciplinary action is taken. Generally, only one disciplinary action need be administered per offense.

Immediate supervisors, Regional Managers or Department heads may give oral reprimands to their subordinates. However, only the Country Director/Chief of Party may give written reprimands or order the suspension and separation of an employee. The Country Director/Chief of Party will consult with the Baltimore Human Resource Manager.

B. Types of Disciplinary Action

1) Oral Reprimand:

The employee may receive an oral reprimand from his/her supervisor. A note to the employee's record of the oral reprimand should be made and later confirmed by the supervisor in a letter
to the employee. Plans for correcting the situation should be agreed to in writing by both the supervisor and the employee. Timeliness is extremely important with any oral counseling or reprimand, as it is the opportunity for frank discussion of expectations. Any communication with the employee will be filed in her/his personnel file.

2) Written Reprimand:

A written reprimand is used when an oral reprimand has already been administered without success, or when the offense is more serious. A copy is placed in the employee's personnel file. The reprimand should contain plans for improvement, including the method of follow up. A clear indication that if the situation is not remedied by this action, termination/separation will be the next step will need to be documented. The employee will be expected to sign the written reprimand showing that s/he fully understands the situation/plan of action to follow, including termination/separation from work.

3) Suspension:

An employee may be suspended when oral or written reprimands have been administered without success and/or when the gravity of an offense is so serious as to warrant a more stringent, corrective action or short separation. Suspension may be from one (1) to eight (8) work days. Suspension is usually without pay. Suspension with pay may be given while an event or issue is being investigated. Any suspension should be well documented to the file.

4) Separation for Cause:

An employee may be separated for cause if her/his performance is found unsatisfactory or if s/he is found guilty of improper conduct. Separation for cause may be effected immediately and does not require advance notice. However, except for serious offenses (theft, malfeasance, etc.), the employee's separation should follow an oral or written warning where a plan was developed to address the poor performance. When an employee's performance is such that continued employment is not advisory, an action plan will need to be implemented. The agreement must be documented and approved by the Country Director.

Section 16: Termination

A. General Policy

Continued employment with the University is subject to certain conditions. The most important of these are the need for the staff services, continuance of the program in which the staff work and the staff conduct and efficiency. Except in cases of termination for misconduct (as defined below in item G of this section), or where employment agreement stipulates the period of employment, staff may receive written notice of the termination of their position, or wages in lieu of notice as defined below in item H of this section.
B. Voluntary Termination (Resignation)

To separate in good standing, an employee must give a minimum of thirty (30) days written notice of resignation to the supervisor. The Country Director/Chief of Party can waive the notice period.

C. Involuntary/Mandatory Termination

Employment may be terminated at the end of a particular project and/or contract period (including employment agreement), for the University's convenience or change in programmatic needs. Termination may also result from continued poor performance or general misconduct.

D. Reduction-In-Work Force (RIF)

Staff members terminated because of a lack of funds, decreased program needs, reorganization or abolition of positions will be given written notice as far in advance as possible, but no less than one month (30 days).

E. Immediate Involuntary Termination

A staff member can be terminated immediately without any notice/warning if s/he takes any action willingly and knowingly that harms, jeopardizes or otherwise seriously endangers the well being of the University or its staff.

F. Dismissal Due to Misconduct or Poor Performance

Termination of employment may also result from continued poor performance or general misconduct, including but not limited to, such issues as inability to learn the tasks after repeated instruction, repeated unexcused tardiness, inefficient use of time, and negative attitude with other employees and other similar infractions that result in inadequate performance.

G. Dismissal Due to Gross Misconduct

Gross misconduct by an employee will result in immediate dismissal. Gross misconduct is defined as any action that an employee willingly and knowingly takes which harms, jeopardizes or otherwise seriously endangers the well being of the organization or its staff. Gross misconduct includes, but is not limited to the following:

1) Being absent from work without good cause or prior permission for five (5) consecutive days, ten (10) working days in one month or 30 working days in a year.

2) Damaging the property of JHU intentionally or through gross negligence.
3) Intentionally misrepresenting or defacing documents or presenting false documents for the purposes of monetary gain or other advantages.

4) Theft or misappropriation of the property of JHU.

5) Reporting to work in a state of intoxication or under the influence of other substances that affects the employee’s performance.

6) Absence from work because of imprisonment or detention for a period of one (1) month for criminal charges and conviction.

7) Being abusive or physically violent to colleagues, supervisors, senior staff, guests.

8) Repeated offense of any type despite verbal or written counseling by supervisor.

9) Accepting bribes/gifts of any nature, from suppliers, employees, vendors, etc.

10) Driving JHU vehicles without the required license or proper authorization except in cases of emergency.

11) Engaging in outside work with or without remuneration without the authorization of JHU during the regular JHU work hours.

12) Taking away JHU property from the work place without the authorization of JHU.

13) Intentionally committing, in the place of work, any act that endangers life or property.

14) Refusing to observe safety and accident prevention rules.

15) Committing any of the grave faults stated in the Labor Proclamation.

16) Using, buying, or selling any illegal substances, during work hours or on JHU premises.

17) Divulgence of sensitive privileged information without explicit authorization.

18) Linking JHU to one’s political activities, or otherwise stating or inferring that JHU supports one’s political views or actions. Foreign-born employees (non Ethiopian Citizens) are forbidden from interfering in the internal political affairs of Ethiopia.
H. Notice and Severance Pay

The period of notice of termination for contract of employment with JHU and any severance pay related thereto shall be in accordance with Ethiopian labor laws. This provision does not apply to termination of employment related to misconduct as defined above in section G of this section or where the employment agreement stipulates the period of employment.

I. Records

Upon termination of a staff member, all relevant personnel forms and records are to be sent to the divisional human resources office in the Baltimore Office.

Section 17: Employment Related Accident or Illness

Any injury or accident, even one not requiring medical attention, occurring on the job should be reported to the supervisor as soon as possible. The employee and/or witnesses may be asked to write a report of the incident. Any injury on the job or work-related illness as well as any filings made with the local labor board must be reported to the Human Resources Office in Baltimore.

Section 18: Anti-Harassment Policy

A. General Policy

The University recognizes that employees should be free from all forms of illegal discrimination and harassment. Accordingly, harassment based on an individual's gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, veteran status, or other legally protected characteristic is prohibited. JHU intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offences, which might interfere with work performance. The University will not tolerate harassment of any sort, including but not limited to verbal, physical, and visual harassment, sexual harassment or retaliation in the workplace. Each member of the community is responsible for fostering civility, for being familiar with this policy, and for refraining from conduct that violates this policy.

For purposes of this policy, harassment is defined as:

1) Any type of behavior that is based on gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, veteran status, that is so severe or pervasive that it interferes with an
individual's work performance or creates an intimidating, hostile or offensive working environment.

2) Harassment can take many forms and is not necessarily sexual in nature. Harassment when directed at an individual because of his/her gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, personal appearance, health condition, veteran status, or any other legally protected characteristic may include, but is not limited to: intimidation, unwanted physical contact; use of epithets, inappropriate jokes, pranks, comments or innuendos; obscene or harassing telephone calls, e-mails, letters, words, signs, notes or other forms of communication; and, any conduct that may create a hostile working or academic environment.

B. Sexual Harassment

The University considers sexual harassment a serious offence and will not tolerate any incident of sexual harassment. This includes unwelcome sexual flirtations, subtle pressure or request for sexual activities, inappropriate touching, and/or suggestive verbal comments or jokes. It is unlawful and against the policy of the University for any employee, male or female, to sexually harass any other employee or other person, male or female, at any time or place. Sexual harassment includes all behavior that is not welcome or that is personally offensive, including but not limited to:

1) Making an unwelcome sexual advance or request for sexual favors (through any means of communication, and whether directly or indirectly) or engaging in other unwelcome verbal or physical conduct of a sexual nature that prevents an individual from effectively performing the duties of their position;

2) Making submission to or rejection of such conduct by an individual as condition, either implicitly or explicitly, for compensation, continued employment or employment decisions affecting an employee;

3) Creating an intimidating, hostile or offensive working environment by such conduct.

C. Third Party Sexual Harassment

The employees are also not expected to endure unwelcomed conduct by a person that is not only an employee of the University, but any other person encountered in their course of employment by the University. Any employee feeling harassed by such a person should make a report in the same manner as if harassed by a co-worker or superior.

D. Responsibility
All JHU employees, and particularly supervisors and department heads, have a responsibility for keeping the work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate supervisor or any management representative with whom they feel comfortable. When management becomes aware that harassment might exist, it is obligated by this provision to take prompt and appropriate action, whether or not the victim wants the company to do so.

E. Complaint Procedure

Any person who believes that she or he has been subjected to or witnessed sexual, racial or other harassment by or towards a co-worker, manager, customer or vendor must follow the complaint procedure below. The procedure to report an incident shall be as follows:

1) The incident shall be immediately reported to the complainant's supervisor. The person receiving the complaint then has the responsibility to report the complaint to the Country Director/Chief of Party, who then will inform the Baltimore office.

2) All reports will be promptly investigated with due regard for the privacy of everyone involved. Upon receipt of the complaint, the Baltimore Office has the immediate responsibility to initiate an investigation, which will include a confidential interview with the complainant, the accused harasser and, as necessary, any witnesses.

3) Following the investigation, any identified and confirmed problem will be met with prompt, corrective action.

Any employee found to have violated this policy shall be subject to immediate and appropriate disciplinary action. Disciplinary action may include corrective counseling, written warning, suspension, demotion, transfer and/or discharge in the discretion of University. The University may take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken against any employee making a good faith report of alleged harassment.

The University prohibits acts of reprisal against anyone involved in lodging a complaint of harassment. Conversely, the University considers intentionally filing false reports of harassment a violation of this policy and shall attract the same weight as the harassment but against the person that alleges falsely.

The University accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee may be personally liable for such actions and their consequences. The University will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.
Section 19: Policy on Alcohol/Drug Abuse and Drug Free Environment

The University has the right to protect company property, customers, and co-workers from the dangers and risks caused by the use of alcohol and/or unauthorized drugs. Consistent with these concerns, the University maintains a work environment free from the use of alcohol and/or unauthorized drugs in all of its worldwide locations. Alcohol and Chat cannot be consumed during work hours. No employee can work under the influence of alcohol or chat no matter where it is consumed. An employee found in possession of alcohol and chat or under its influence during work hours is subject to immediate dismissal. Staff must report to work free from the effects of the use of alcohol and/or unauthorized drugs. Violation of this policy will lead to disciplinary action, up to and including termination from employment.

The use, manufacturing, sales or distribution of illegal drugs, or working under the influence on JHU premises or while operating a JHU vehicle is strictly forbidden and are grounds for immediate dismissal.

Staff members suffering from drug and/or alcohol dependency are encouraged to seek the advice and counsel of rehabilitation professionals. At the staff member's request, the Human Resources Team will, whenever possible, work with the staff member to find professional help.

A medical leave of absence may be granted to a staff member that brings his or her drug or alcohol problem to the attention of management. However, a staff member’s participation in a drug and/or alcohol rehabilitation program does not excuse the staff member from the University’s performance standards or work rules while at work. Failure to meet these standards can be the subject of disciplinary action up to and including discharge.

As with other staff returning from Medical Leave, a staff member who completes a rehabilitation program may be required to complete successfully a medical examination prior to returning to work to ensure fitness for duty. Returning staff must also comply with any follow-up drug or alcohol screening required by the treatment centre or otherwise.

To preserve the staff's right to privacy, records and discussions regarding personal problems of this nature will be handled in a confidential manner to the extent possible. These records and discussions shall be maintained separately from the staff's personnel record as part of the staff's confidential medical records.

As a condition of employment, each staff member must agree to abide by this policy, and to notify the divisional Human Resources Director of any criminal conviction related to drug activity in the workplace (which includes any location where one is in the performance of duties) within five (5) days after such conviction. If the individual is supported by a federal grant or contract, the University will notify the supporting government agency within ten (10) days after receiving notice.
**Section 20: Possession of Firearms on University Premises**

The possession, wearing, carrying, transporting, or use of firearm or pellet weapon is strictly forbidden on University premises and/or vehicles. This prohibition also extends to any person who may have acquired a government-issued permit or license. Violation of this regulation will result in disciplinary action and sanctions up to and including termination of employment.

**Section 21: Policy on Smoking and Tobacco Products**

Smoking is prohibited inside all facilities owned, leased, or operated by the University, including open and private offices, corridors, dining areas, restrooms, vehicles and common areas. This prohibition also includes all vehicles owned, leased, or operated by the University. The University also reserves the right to designate, with appropriate signage, certain outdoor areas -- especially entrance ways -- smoke-free. Cigarettes, cigars, and pipe tobacco will not be sold at any facility, location, or vending machine owned, leased, or operated by Johns Hopkins University.

**Section 22: Policy on Software Duplication**

It is the policy of the University to respect the proprietary rights of owners of computer software and to expect that staff will refrain from actions that constitute an infringement of the copyright or other proprietary rights attached to software. Staff is required to determine permitted uses of software in their possession, such as the right to make copies, and to obtain appropriate permission when necessary.

Activities of staff that infringe upon proprietary rights will not be considered to have occurred in the course of employment since they are expressly prohibited.

**Section 23: Certificate of Work**

Where the employment contract of an employee is terminated under successful completion of objectives s/he shall be given a certificate of work. The certificate shall contain the picture of the employee and state his/her salary, position and length of service.

**Section 24: Employee's Responsibility**
A. General Policy

JHU requires that its employees abide by the foregoing code of conduct and conflict of interest standards in their dealings with suppliers, consultants, donors and other JHU contacts. They are also required to report any violations that they may be aware of these standards immediately to their supervisor, who in turn must report to the Country Director/Chief of Party, who must also report to the Baltimore Office.

A. Other Incidents Requiring Reports

A report should also be written of any injury involving visitors to the JHU offices or passengers in a JHU vehicle. Likewise, any incident involving our staff, visitors or property should be documented. In cases, such as theft or assault, the police will need to be contacted. The Country Director/Chief of Party must report to the Baltimore Office immediately or as soon as practicable. All communications with external authorities must be coordinated with the Baltimore Office.

Section 25: Employee Uniform

Every employee is required to wear his/her uniform during work hours if they are provided with one.

Section 26: Amendment

As a dynamic and evolving document, these policies are subject to change. All employees are required to inquire about any changes with JHU Human Resources and supervisors and online.
ACCEPTANCE OF JHU's PERSONNEL POLICIES FOR ETHIOPIA

Name (PRINT) ________________________________

I have received a copy of the JHU Employee's Manual. I have read and understood the manual and agree to the rules and regulations herein. I was made fully aware that this manual is subject to change at any time and accept fully the responsibility to inquire about any changes/revisions in the manual and officially and legally relieve JHU from any wrong doing and/or bringing up any claim against JHU, founded on any misunderstanding that may arise from not reviewing the latest version or regular amendments to this document.

Signature:------------------

Position: — — — — — — — — — — — — — — — — —

Date: ______________________

Copies provided to:
  1) Employee
  2) Human Resources
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provident Fund</td>
<td>JHU reserves the right at its sole discretion to contribute to a Provident Fund scheme in addition to the Government of Ethiopia’s mandatory Pension Fund Scheme.</td>
</tr>
<tr>
<td>1.3</td>
<td>Early withdrawal from Provident fund</td>
<td>Employees may be entitled to withdraw a portion of the deposits from the Provident Fund after serving the first year and at the discretion of JHU. Depending on the prevailing laws, Employees may be required to pay taxes and other penalties associated with such early withdrawal.</td>
</tr>
<tr>
<td>2</td>
<td>Annual salary Increment</td>
<td>At the discretion of JHU.</td>
</tr>
<tr>
<td>3</td>
<td>Bonus</td>
<td>Annual bonus may be provided at the discretion of JHU and the availability of funding.</td>
</tr>
<tr>
<td>4</td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Life insurance for employee</td>
<td>3 Years Salary Group Term or Endowment Insurance.</td>
</tr>
<tr>
<td>4.2</td>
<td>Medical insurance for employee</td>
<td>10,000 Birr/annum to be refunded by the insurance company for medical expenses incurred by each employee.</td>
</tr>
<tr>
<td>4.3</td>
<td>Medical insurance for family of employee</td>
<td>7,000 Birr/annum: to be refunded by the insurance company for medical expenses incurred by each of the employees authorized dependents.</td>
</tr>
<tr>
<td>5</td>
<td>Allowances</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Fuel Allowances</td>
<td>An amount to purchase up to 102 liters of fuel per month may be allowed with prior written approval by the Country Director/Chief of Party for employees who use personal vehicle for JHU official business within Addis Ababa or other major city of residence.</td>
</tr>
<tr>
<td>6</td>
<td>Leave</td>
<td></td>
</tr>
<tr>
<td>6.1</td>
<td>Annual Leave</td>
<td>23 work days per year, with the addition of 1 day per year thereafter up to a maximum of 30 days thereafter.</td>
</tr>
<tr>
<td>6.2</td>
<td>Sick Leave</td>
<td>30 days per year with full pay; 31-90 days with 50% of basic salary; more than 90 days without pay.</td>
</tr>
<tr>
<td>6.3</td>
<td>Maternity Leave</td>
<td>90 consecutive days.</td>
</tr>
<tr>
<td>6.4</td>
<td>Breast Feeding Leave</td>
<td>Early release for 1 hr/day or late arrival by 1 hr/day for up to 90 consecutive days post maternity leave.</td>
</tr>
<tr>
<td>6.5</td>
<td>Paternity Leave</td>
<td>5 workdays.</td>
</tr>
<tr>
<td>6.6</td>
<td>Bereavement/Compassionate leave</td>
<td>3 consecutive days.</td>
</tr>
<tr>
<td>6.7</td>
<td>Marriage Leave</td>
<td>3 workdays.</td>
</tr>
<tr>
<td>6.9</td>
<td>Leave without pay</td>
<td>Maximum of 60 consecutive days. Up to 20 days with the approval of immediate supervisor and more than 20 days requires approval of the Country Director/Chief of Party.</td>
</tr>
<tr>
<td>7</td>
<td>Training and Education</td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>Staff Training</td>
<td>Training related expenses paid in full if relevant to position and pre-approved by Country Director/Chief of Party.</td>
</tr>
<tr>
<td>7.2</td>
<td>Education assistance fees for</td>
<td>Job relevant education, maximum 3,500 Birr/annum.</td>
</tr>
</tbody>
</table>
### Other

<table>
<thead>
<tr>
<th>8.1</th>
<th>Staff loan</th>
<th>Not allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2</td>
<td>Salary Advance</td>
<td>Not allowed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.3</th>
<th>Overtime with payment</th>
<th>Per Ethiopian labor law and depending on project mandate.</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.4</td>
<td>Compensation time for extra hours worked</td>
<td>Based on Job Description and actual time worked; only applicable to non-management positions</td>
</tr>
</tbody>
</table>

#### Uniform and protective clothing
- Provided for custodial, driver and security staff, which must be worn during shift.

### Pension Fund and Provident Fund Schemes

#### Pension Fund

JHU will make mandatory contributions to the Government mandated Pension Fund Scheme as follows:

<table>
<thead>
<tr>
<th>Year(s) of Service</th>
<th>JHU’s contribution</th>
<th>Employee’s Contribution</th>
<th>Total Contribution to Pension Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7%</td>
<td>5%</td>
<td>12%</td>
</tr>
<tr>
<td>2</td>
<td>8%</td>
<td>6%</td>
<td>14%</td>
</tr>
<tr>
<td>3</td>
<td>9%</td>
<td>7%</td>
<td>16%</td>
</tr>
<tr>
<td>&gt;4</td>
<td>11%</td>
<td>7%</td>
<td>18%</td>
</tr>
</tbody>
</table>

#### Provident Fund

JHU’s contribution to the Provident Fund shall be at the sole discretion of JHU and the availability of Funds. In addition to the contribution to the Pension Plan stated above, JHU-TSEHAI project may contribute up to a total of 15% and JHU-ARC project may contribute up to a total of 12.8% of the employee’s basic salary towards both the Pension and Provident funds.