



CHURCH WORLD SERVICE AFRICA - KENYA

**HUMAN RESOURCES POLICY MANUAL  
- EMPLOYEE HANDBOOK**

Revised July 2024

This policy Handbook supersedes all previously published CWS Human Resources Policy handbooks

## Table of Contents

<b>CWS Kenya Employee Handbook .....</b>	<b>7</b>
<b>Key Terms and Definitions .....</b>	<b>8</b>
<b>CWS Policies And Procedures .....</b>	<b>11</b>
<b>Objectives of the policies and procedures:.....</b>	<b>11</b>
<b>Chapter 1: General Guidelines .....</b>	<b>12</b>
<b>1.1 Working Hours.....</b>	<b>12</b>
<b>1.2 Dress Code .....</b>	<b>12</b>
<b>1.3 Communication .....</b>	<b>13</b>
<b>1.4 Media Communication.....</b>	<b>13</b>
<b>1.5 Open Door Policy .....</b>	<b>13</b>
<b>1.6 Privacy &amp; Confidential Information .....</b>	<b>13</b>
<b>1.7 Records Management.....</b>	<b>14</b>
<b>1.8 Timekeeping and Time Sheets.....</b>	<b>14</b>
<b>1.9 Staff Identification Cards.....</b>	<b>14</b>
<b>1.10 Staff Proximity Card.....</b>	<b>14</b>
<b>1.11 CWS's Property.....</b>	<b>14</b>
<b>Chapter 2: Complementing Policies .....</b>	<b>15</b>
<b>2.1 Code of Conduct .....</b>	<b>15</b>
<b>2.2 Anti-Fraud and Corruption .....</b>	<b>15</b>
<b>2.3 Harassment at Workplace .....</b>	<b>15</b>
<b>2.4 Sexual Harassment .....</b>	<b>16</b>
<b>2.5 Health And Safety .....</b>	<b>16</b>
<b>2.6 Drugs, Alcohol and Smoking .....</b>	<b>16</b>
<b>2.7 Fire Prevention .....</b>	<b>16</b>
<b>2.8 HIV/AIDS Policy .....</b>	<b>17</b>
<b>2.9 Whistleblower Policy .....</b>	<b>17</b>
<b>2.10 Disability Mainstreaming Policy .....</b>	<b>17</b>
<b>2.11 Child Safeguarding.....</b>	<b>17</b>
<b>2.12 Prevention of Sexual Exploitation and Abuse.....</b>	<b>17</b>
<b>2.13 Conflict of Interest.....</b>	<b>17</b>

2

<b>Chapter 3: Recruitment And Employee Contracts.....</b>	<b>19</b>
3.1. Employment Policy .....	20
3.2. Equal Employment Opportunity .....	20
3.3. Staffing Size.....	20
3.4. Job Analysis .....	20
3.5. Job Description .....	20
3.6. Approval of Vacancy .....	20
3.7. Recruitment from within CWS Africa .....	20
3.8. Screening .....	20
3.9. Interviews .....	20
3.10 Additional Responsibilities, Acting And Secondment – See Appendix 3 Below.....	21
3.11 Pre-Employment References .....	21
3.12 Background Checks.....	21
3.13 Letter of Appointment.....	21
3.14 Employee Biodata .....	22
3.15 Probation for new staff .....	22
3.16 Determination of Date of First Appointment .....	22
3.17 Orientation of New Staff .....	22
<b>Chapter 4. Compensation and Benefits.....</b>	<b>23</b>
Remuneration .....	23
4.1 Salary on Appointment .....	23
4.2 Income Tax, Statutory and Other Deductions .....	23
4.3 Other Deductions .....	23
4.4 Pay slips .....	23
4.5 Performance-Related Pay .....	23
4.6 Staff Benefits and Allowance.....	24
<b>Chapter 5. Leave .....</b>	<b>26</b>
5.1. Annual Leave .....	26
5.2. Sick Leave .....	26
5.3. Personal Leave.....	27

5.4. Maternity Leave and Paternity Leave .....	26
5.5. Adoption or Parental Leave.....	26
5.6. Compassionate Leave .....	26
5.7. Unpaid Leave .....	26
5.8. Rest and Recuperation .....	26
5.9. Compulsory Leave .....	26
5.10. Public Holidays.....	26
 <b>Chapter 6. Performance Management .....</b>	 28
6.1. Policy Statement .....	26
6.2. Performance Standards.....	26
6.3. Performance and Career Management. ....	28
6.4. Matrix management.....	28
 <b>Chapter 7: Learning and Development.....</b>	 33
7.1 Policy Statement .....	28
7.2 Skills Enhancement .....	28
7.3 Identifying Training Needs .....	28
7.4 Continuous Professional Development Programs .....	28
7.5 Professional Membership .....	28
 <b>Chapter 8: Grievance Management And Dispute Resolution.....</b>	 33
8.1 Grievance And Dispute Resolution Procedures .....	29
8.2 Grievance or dispute Appeals.....	30
8.3 Victimisation .....	31
8.4 False or Malicious Claims .....	31
 <b>Chapter 9: Disciplinary Procedure.....</b>	 32
9.1 Disciplinary Procedures .....	32
9.2 Action against Employee.....	32
9.3 Nature of Offences/Indiscipline/ Misconduct .....	32
9.4 Minor Offences .....	33

<b>9.5 Serious Misconduct .....</b>	<b>33</b>
<b>9.6 Gross Misconduct .....</b>	<b>33</b>
<b>9.7 Verbal or Informal Warnings .....</b>	<b>34</b>
<b>9.8 Formal Warnings .....</b>	<b>34</b>
<b>9.9 Suspension .....</b>	<b>35</b>
<b>9.10 Disciplinary Procedure (In Cases of Gross or Serious Misconduct).....</b>	<b>35</b>
<b>9.11 Outcome of Disciplinary Hearing.....</b>	<b>36</b>
<b>9.12 Termination .....</b>	<b>37</b>
<b>9.13 Termination of Confirmed Contract for Unsatisfactory Performance .....</b>	<b>37</b>
<b>9.14 Summary Dismissal .....</b>	<b>38</b>
<b>Chapter 10: Separation .....</b>	<b>40</b>
<b>    10.1. Resignation.....</b>	<b>40</b>
<b>    10.2. Retirement.....</b>	<b>40</b>
<b>    10.3. Expiration of fixed term contract.....</b>	<b>40</b>
<b>    10.4. Termination of Contract.....</b>	<b>40</b>
<b>    10.5. Termination of Contract on medical grounds .....</b>	<b>40</b>
<b>    10.6. Death .....</b>	<b>40</b>
<b>    10.7. Redundancy.....</b>	<b>40</b>
<b>    10.8 Summary Dismissal .....</b>	<b>40</b>
<b>    10.9. Clearance Process.....</b>	<b>40</b>
<b>    10.10. Handing over Procedures .....</b>	<b>40</b>
<b>    10.11. Outstanding Receivables .....</b>	<b>40</b>
<b>    10.12. Certificate Of Service .....</b>	<b>40</b>
<b>Appendices.....</b>	<b>41</b>
<b>    1. Working Hours.....</b>	<b>41</b>
<b>    2. Leave Policies.....</b>	<b>45</b>
<b>    3. Recruitment and Compliance Policies .....</b>	<b>56</b>
<b>    4. Code of Conduct Policy.....</b>	<b>61</b>
<b>        4.1 Sexual Exploitation and Abuse.....</b>	<b>65</b>
<b>        4.2 Harassment.....</b>	<b>66</b>
<b>        4.3 Romantic Relationships .....</b>	<b>67</b>

<b>4.4 Fraud and Corruption .....</b>	<b>68</b>
<b>4.5 Unethical Business Practices .....</b>	<b>42</b>
<b>4.6 Security Breaches .....</b>	<b>69</b>
<b>5. Complaints And Disciplinary Procedures .....</b>	<b>70</b>
<b>Annex A Lighthouse.....</b>	<b>71</b>
<b>Annex B Key Terms And Definitions .....</b>	<b>73</b>
<b>6. Confidentiality Policy.....</b>	<b>76</b>
<b>6. Whistleblower Policy .....</b>	<b>82</b>
<b>Whistleblower Policy Acknowledgment .....</b>	<b>85</b>
<b>7. Conflict of Interest and Disclosure Policy (Employees and Representatives) .....</b>	<b>87</b>
<b>8. Child Safeguarding Policy .....</b>	<b>93</b>
<b>9. Anti-Human Trafficking Policy .....</b>	<b>100</b>
<b>Anti-Human Trafficking Policy Acknowledgment .....</b>	<b>107</b>
<b>10. Communication Blogging, Social Media &amp; Information Sharing .....</b>	<b>108</b>
<b>CWS Africa Human Resource and Administration Policy Acknowledgment.....</b>	<b>111</b>



## CWS Kenya Employee Handbook

Dear Colleagues,

As members of Church World Service staff in Kenya, you are engaged in work that makes a difference in people's lives worldwide. The energy and skill that each of you brings helps in our mission as a faith-based organization that transforms communities around the globe through just and sustainable responses to hunger, poverty, displacement, and disaster.

The challenges facing you in serving this goal are great and call for making the most of the resources at hand. We can be proud that together, we find many innovative ways to do so across the breadth of our programs and projects. No matter where in Church World Service (CWS) Africa you work, the Church World Service (CWS) policies that support sound Human Resources (HR) and leadership practices will help you be a good steward.

The following pages provide a comprehensive guide to the current policies that apply to employment at Church World Service (CWS). This handbook will be useful; please read it and keep it handy as a reference. It provides basic information in a form that is accessible to all staff. It is unifying in that it applies to all Church World Service (CWS) staff, in all positions, and in all Church World Service (CWS) locations in Africa. I appreciate all that you do in your daily work to make our vision of "enough4all" a reality. I am glad that you are a member of the community that is the staff of Church World Service, Inc.  
Grace and Peace,

Thomas Tauras

Signature

A handwritten signature in black ink, appearing to read 'Thomas Tauras'.

Regional Representative for Africa

17 July 2024

## **Key terms and definitions**

**CWS Executive Leadership:** Executive Leadership represents the key individuals that take on an overarching leadership role across CWS, namely being the RSC Director and the Regional Representative or their designees.

**Management:** Management includes all legal representation for the organisation, within the country of operation, for example Country Representative, Associate Directors, Country Directors and Regional Directors for specific units.

**Designee:** Designee is limited to an employee of the organisation with an appropriate level of authority, to represent and support the designator appropriately. This does not apply to administrative support.

**Abuse of power:** Abuse of power includes any abusive behavior (physical, psychological, sexual or emotional) by a person in a position of authority and trust against someone in a position of vulnerability and/or dependency.

**Bullying** is aggression expressed psychologically and emotionally rather than physically. The term is used to describe a repeated pattern of negative, intrusive, violating behavior against one or more targets and comprises constant trivial fault-finding criticism, refusal to value and acknowledge, undermining, discrediting and a host of other behaviors.<sup>1</sup>

**Complainant:** The person making the complaint, including the alleged survivor of the sexual exploitation and abuse or another person who becomes aware of the wrongdoing.

**Discrimination:** Discrimination means exclusion of, treatment of, or action against an individual based on social status, race, ethnicity, color, religion, gender, sexual orientation, age, marital status, national origin, political affiliation, or disability.

**Corruption** is the “offering, giving, soliciting or acceptance of an inducement or reward which may improperly influence the action of any person.”

**Fraud** is an intentional distortion, deceit, trickery, and perversion of truth or breach of confidence relating to an organization’s financial, material, or human resources, assets, services, and/or transactions, generally for the purpose of personal gain or benefit. Fraud is a criminal deception or using false representations to gain an unjust advantage.

**Harassment:** Harassment means any unwelcome comment or behavior that is offensive, demeaning, humiliating, derogatory, or any other inappropriate behavior that fails to respect an individual's dignity. Harassment can be committed by or against any member of the community with whom we work, partners, employees, vendors, or other individuals visiting or doing business with an agency (see definition of sexual harassment further below).

**Minor:** A person under age 18 (a child according to the definition in the Convention for the Rights of the Child).

---

<sup>1</sup> Adapted from <http://www.bullyonline.org/workbully/mobbing.htm> - website of the National UK Workplace bullying advice line.

**Gender-based violence (GBV):** “Any harm that is perpetrated against a person's will; that hurts the physical or psychological health, development, and identity of the person; and that is the result of gendered power inequities that exploit distinctions between males and females, among males and females. Although not exclusive to women and girls, GBV principally affects them across all cultures. Violence may be physical, sexual, psychological, economic, or socio-cultural.”<sup>2</sup> Gender-based violence may manifest in numerous ways: domestic violence, battering, rape and marital rape, female genital mutilation, torture, trafficking, forced prostitution, dowry-related violence, marriage, and, in certain cases, violence perpetrated or condoned by the state.

**Sexual abuse:** Sexual abuse is the action or threatened physical intrusion of a sexual nature, including inappropriate touching, by force or under unequal or coercive conditions.

**Sexual exploitation:** Sexual exploitation means any action or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting monetarily, sexually, or politically from the sexual exploitation of another (UN SG Bulletin, 9 October 2003). In these situations, the potential victim believes she/he has no other choice than to comply; this is not consent, and it is exploitation. Some examples include, but are not limited to:

- Humanitarian/development worker demanding (or accepting) sex in exchange for material assistance, favors, or privileges.
- Teacher insisting on (or accepting) sex in exchange for passing grade or admission to class.
- Refugee leader demanding (or accepting) sex in exchange for favors or privileges.
- Security worker insisting on (or accepting) sex in exchange for safe passage.
- Driver demanding (or accepting) sex to give a female person a seat in the vehicle.

Exploitation is using one's position of authority, influence, or control over resources to pressure, force, or manipulate someone to do something against their will or unknowingly by threatening them with negative repercussions such as withholding project assistance, not approving an employee's work support requests, threatening to make false claims about an employee in public, etc.

**Sexual harassment:** Sexual harassment means any unwelcome sexual advance, comment, expressed or implied sexual demand, touch, joke, gesture, or any other communication or conduct of a sexual nature, whether verbal, written, or visual, by any person to another individual within the scope of work. Sexual harassment may be directed at members of the same or opposite sex and includes harassment based on sexual orientation. Sexual harassment can occur between any one or more individuals, employees, or beneficiaries, regardless of their work relationship.

**Subject of the complaint:** The person alleged to have perpetrated the misconduct in the complaint (BSO/HAP)

---

<sup>2</sup> Ward, Jeanne. (2002). *If Not Now, When? Addressing Gender-Based Violence in Refugee, Internally Displaced and Post-Conflict Settings*. New York: The Reproductive Health in Conflict Consortium.

**Survivor or victim** – the person who is, or has been, sexually exploited or abused. This term implies strength, resilience, and survival capacity (BSO/HAP).

**Protection:** Ensuring that individual basic human rights, welfare, and physical security are recognized, safeguarded, and protected in accordance with international standards.

**Workplace violence:** Any incident in which a person is abused, threatened, or assaulted in circumstances relating to their work. These behaviors would originate from customers and co-workers at any level of the organization. This definition would include all forms of harassment, bullying, intimidation, physical threats/assaults, robbery, and other intrusive behaviors (ILO).

**Consolidated Salary:** This includes basic pay plus housing and transport allowances.

**Types of contracts:**

Open-ended: This is a contract with no fixed end date. Employees on open-ended contracts should continue within their roles as long as their performance meets the objectives and requirements for the role.

Fixed: Fixed contract is a contract of employment that ends after the agreement term. The agreement term could be based on the completion of a specific task or project, defined by a specific event, or based on a specific end date.

Temporary: A temporary contract is an employment contract that is valid for a specific and limited period.

Casual: Casual contracts are usually based on seasonal or temporary employment and can contain irregular work shifts and periods.

Internships: Internships are temporary contracts offered to recent graduates or students and should be extended for specific work responsibilities to help students attain valuable skills and experience in their study field.

Attachés: Students in colleges and universities who require practical work experience as a requirement to complete their course. Contracts usually last between 1-6 months.

Volunteers: Individuals who provide work-related services and time to an organization without expecting compensation or any other work-related benefits.

## **CWS POLICIES AND PROCEDURES**

Scope of this employee handbook:

This handbook will apply in totality to national employees based in Kenya and Kenya-based international employees where the international employee policies provide such a direction or have a gap.

### **General guidelines on the application of the handbook**

This handbook is to be read with the employment agreement, other written policies, and Kenya's relevant employment and labor laws, as amended occasionally. It binds the employees and forms an integral part of the employment contract. The terms of this handbook are incorporated into the employment contract by reference.

### **Conflict**

In the event of any conflict or inconsistency between the provisions of this handbook and the specific employment agreement, the latter's provisions shall prevail.

### **Objectives of the policies and procedures:**

Church World Service Africa has formulated its policies and procedures for the following reasons:

- (i) To ensure an approach in line with CWS corporate mission, vision, values strategy, and local legal procedures is adopted throughout the CWS programs in Kenya.
- (ii) To provide a framework for consistent decisions to promote equity in how people are treated.
- (iii) To help to shape corporate culture; and
- (iv) To set out the general conditions of service and the basic rights and obligations of staff members of CWS based in Kenya, as approved by management.

This policy handbook sets forth management's philosophy or approach regarding the employment relationship. Additionally, some of the procedures herein go into greater detail on steps to be taken in handling different employee issues. Whereas CWS management will make every effort to keep the policies current, there may be times when policy changes may be adopted and advised to staff before the handbook is revised and updated.

Based on changing conditions and other considerations, management reserves the right to modify any or all of these policies, either fully or in part, at any time, with or without notice.

## CHAPTER 1: GENERAL GUIDELINES

### 1.1. Working Hours:

CWS Africa's working week, except for public holidays, starts on Monday and ends on Friday. Work schedules vary depending on location, work demands, and position.

**1.1.1.** Employees in Kenya work 7.5 hours and have a 45-minute lunch break. The typical workday in Kenya begins at 8:00 a.m. and ends at 4:15 p.m. Typical lunch breaks are taken between 12:00 p.m. and 2:00 p.m.

**1.1.2.** Due to the nature of CWS's work, CWS may require staff to work outside CWS's typical working hours to enable CWS to achieve its objectives and deliver quality service. If this occurs, the staff members are advised to be cooperative in executing the work, but we aspire to maintain a good work-life balance whenever possible.

**1.1.3.** Staff members are expected to be punctual in reporting to work. Your supervisor should be informed as soon as possible if a staff member cannot report to work or will be late reporting for the day. Notification and the reason for absence should be made to the direct supervisor by email, telephone, or any other agreed-upon method (WhatsApp, etc.). Staff members should notify their supervisor no later than 9:00 AM when they expect to be absent or late. Notification should be provided to the supervisor, who then notifies the head of the unit before the close of business.

**1.1.4.** If any employee leaves the office during the working day for personal reasons not associated with the performance of their duties, they must immediately inform their supervisor of their whereabouts and provide a reason for their absence.

**1.1.5.** Any unauthorized or unwarranted absenteeism will be managed per CWS's procedures and regulations and could lead to docking of leave days, disciplinary action, salary deduction, and/or dismissal if such behavior persists. Persistent absenteeism is well outlined in the disciplinary process as captured in the Disciplinary Procedures - General clause 9 below.

### 1.2. Dress Code:

CWS prides itself on the professional atmosphere it maintains and the positive image that staff members present as representatives of CWS. CWS's corporate image is greatly affected by the appearance of its employees and the people who represent it. Staff are expected to be appropriately/decently and smartly dressed when executing official duties. This includes even when on official field travel. Clothing that explicitly bears colors or emblems of a political organization is prohibited at the office or during official duty. Clothing with messages or symbols that offend or contradict CWS's image is also prohibited as office clothing.

CWS expects employees to dress appropriately in business casual attire. Business casual attire includes suits, pants, jackets, shirts, skirts, and dresses that, while not formal, are appropriate for a business environment. Appropriate business attire includes a polo shirt with pressed khaki pants, a sweater and a shirt with pants, a jacket with a skirt or slacks and a blouse, or a sweater with a skirt or pants. Pantsuits and sports jackets also fit the business casual work environment. Jeans are

permissible if they are neatly pressed and do not have images, printed messages, or rips and holes on the legs.

Employees are expected to demonstrate good judgment and professional taste and use courtesy towards CWS and all stakeholders. Employees who wear business attire deemed inappropriate in this workplace will be dealt with individually rather than subjecting all employees to a more stringent dress code for appropriate business attire.

### **1.3. Communication:**

**1.3.1.** CWS Africa's official language is English. Typically, all correspondence must be in English. Exceptions may be made for communication with partners, funders, and/or other constituencies operating in countries where English is not an office language and/or who request communication from CWS in other languages.

**1.3.2.** Internal communication will be through:

- a) Staff meetings
- b) Departmental meetings
- c) One-on-one meetings
- d) E-mail
- e) Letters
- f) Official memos

**1.3.3.** External communication will be through:

- a) E-mail
- b) Letters
- c) Website
- d) Official memos
- e) Telephone
- f) Other prevailing official platforms as appropriate

**1.4. Media Communication.** The Regional Representative for CWS Africa is the official spokesperson for CWS on all or any issues relating to CWS's management and its various activities; however, they may appoint a representative to present CWS's views as needs arise. Unless authorized by the Regional Representative, staff will not engage in interviews with the press on matters relating to CWS. Additional requirements related to external communication may be stipulated by funders, in which case these should be followed as needed.

**1.5. Open Door Policy.** CWS fosters a collegial atmosphere where employees may freely communicate with all other employees on all CWS-related issues.

### **1.6. Privacy & Confidential Information:**

**1.6.1.** All employees of CWS must maintain strict confidentiality on the management of CWS's affairs and all or any information on its employees, clients and transactions being undertaken by CWS.

**1.6.2.** All or any confidential information that may come to their knowledge directly or indirectly under this employment must be treated strictly in confidence during and after their cessation of employment with CWS Africa.

**1.6.3.** Any breach of this confidentiality obligation is a serious disciplinary matter and may lead to disciplinary action (which may eventually lead to dismissal, suspension) and/or claims for damages and/or warrant the institution of legal proceedings.

**1.7. Records Management.** Proper and clear personnel records shall be maintained for each employee. These records and any correspondence relating to an employee are confidential and must be so treated by all concerned persons.

**1.8. Timekeeping and Time Sheets.** All employees must keep a record of their time, whether spent in or out of the office (as more particularly specified in the HRIS time and management system).

**1.9. Staff Identification Cards.** All CWS Africa staff must wear their identification badge in the office or workplace. No identification will be worn outside the office or worksite. The ID is the property of CWS and should be returned to the office when employment with CWS is terminated. Loss of an ID should immediately be reported to the Security Office with an incident report and to HR.

**1.10. Staff Proximity Card.** All staff based in Nairobi will be issued a proximity card to access the relevant CWS Africa Nairobi offices. Loss of this card should immediately be reported to the Security Office with an incident report and to HR.

**1.11. CWS's Property.** All property belonging to CWS Africa will be used strictly for CWS business. Any request to use CWS Africa's property for personal use, e.g., personal photocopying or printing, is not allowed.

All assets must be authorized before being moved out of CWS workspaces, and the employee charged with that responsibility must record and sign the authorization. The line manager should also authorize the move of furniture or any asset within CWS's offices.

All CWS staff are obliged to take responsibility for CWS office property. Staff are obliged to report immediately to the responsible manager or their line manager should any property become faulty, break, lose, or be stolen.

## CHAPTER 2: COMPLEMENTING POLICIES

CWS Africa creates a safe working environment for all employees and partners. The following policies should, therefore, be read and understood as they guide employees' conduct while working at CWS Africa.

**2.1 Code of Conduct** Church World Service Africa staff will undertake to adhere to the Code of Conduct in the course of their work and in their relationship with clients, partners, and staff to ensure that their personal conduct does not jeopardize the credibility of CWS and that of other staff. All employees of CWS Africa will read and sign the CWS Code of Conduct Policy. (Ref: Appendix A for details of the Code of Conduct.)

### 2.2 Anti-Fraud and Corruption

**2.2.1** CWS is and will remain a corruption-free organization. It is illegal for any of CWS's staff to give and/or accept any bribe. All employees are required to adhere to the Anti-Fraud and Corruption Policy.

**2.2.3** Any breach will constitute a fundamental breach of the employee's employment contract and may result in a criminal complaint being lodged against the individual for eventual possible prosecution in a court of law.

**2.2.3** The matter will then be referred to CWS HR, which may also report instances of corruption to additional local authorities.

**2.2.4** Any CWS staff member aware of corruption who does not report it to [fraud@cwsafrica.org](mailto:fraud@cwsafrica.org) will be subject to disciplinary action, up to and including termination.

(Ref: Appendix A for details within the Code of Conduct.)

### 2.3. Harassment At Workplace

**2.3.1.** CWS employees shall never commit any act or form of harassment as it results in physical or psychological suffering to individuals. CWS does not tolerate any form of workplace violation such as harassment (including gender and racial harassment), bullying and discrimination, any unwelcome comment or behavior that is offensive, demeaning, humiliating, derogatory, or any other inappropriate behavior that fails to respect the dignity of an individual.

**2.3.2. Policy statement.** CWS requires that all staff work in an environment free from harassment. Interference with individual rights and dignity to work is prohibited.

**2.3.3. Definition of Harassment.** Harassment is any unwelcome comment or behavior that is offensive, demeaning, humiliating, derogatory, or any other inappropriate behavior that fails to respect an individual's dignity. Harassment can be committed by or against any member of the community with whom we work, partners, employees, vendors, or other individuals visiting or doing business with an agency. Harassment includes any interference with an individual's rights and dignity at work.

**2.3.4. Harassment Handling Procedure.** Any claim of harassment from employees of CWS shall be dealt with tactfully due to its sensitive nature. Special arrangements shall be made to ensure that the reputations and rights of both the complainant and the accused are protected in dealing with such a complaint. Complaints of harassment could be reported to a Manager, the HR office, the organizational Deputy Directors and Directors, or the Regional Representative. Those who wish to lodge a complaint about an alleged harassment violation by a member of CWS staff should lodge their complaint as soon as possible after s/he becomes aware of the concern.

**The complaint may also be logged through the following:**

Email: [ComplianceHotline@cwsglobal.org](mailto:ComplianceHotline@cwsglobal.org)

Click here: [www.lighthouse-services.com/cwsglobal](http://www.lighthouse-services.com/cwsglobal)

USA (English): + 1 -855-670-0080

(Ref: Appendix A for details within the Code of Conduct.)

**2.4. Sexual Harassment** Sexual harassment means any unwelcome sexual advance, comment, expressed or implied sexual demand, touch, joke, gesture, or any other communication or conduct of a sexual nature, whether verbal, written, or visual, by any person to another individual within the scope of work. Sexual harassment may be directed at members of the same or opposite sex and includes harassment based on sexual orientation. Sexual harassment can occur between any one or more individuals, employees, or beneficiaries, regardless of their work relationship.

CWS Africa under no circumstances accepts sexual harassment among staff, and any such behavior will be regarded as gross misconduct. A staff member who has suffered sexual harassment by another staff member is obliged to report this through the same process outlined in section 3.4.

(Ref: Appendix A for details within the Code of Conduct.)

Sexual Harassment includes interference with an individual's rights and dignity at work and includes, among others. It includes and not limited to:

- a) Asking for sexual favors
- b) Unsolicited sexual advances
- c) Unwanted physical contact
- d) Suggestive or vulgar language
- e) Offensive posters
- f) Indecent dressing; and
- g) Unwanted gestures or facial expressions

**2.5. Health And Safety** CWS shall ensure a safe and healthy working environment for all employees by carrying out appropriate risk assessments in relation to the safety and health of the persons employed. On the basis of these results, CWS will adopt preventive and protective measures to ensure that under all conditions of their intended use, equipment, tools, and processes under the control of CWS are safe and without risk to health and comply with the requirements of safety and health provisions in the labor law and implementing ministerial orders by:

- a) Having proper maintenance of the drainage systems.
- b) Having proper lighting and ventilation.
- c) Ensuring a quiet working environment; and
- d) Ensuring the working equipment is in good condition.

Staff are also expected to keep their working stations clean and safe.

**2.6. Drugs, Alcohol and Smoking** CWS will provide a healthy and safe working environment free from harmful health hazards and the effects of drugs and alcohol. Smoking is not permitted on any part of the premises. CWS will provide and ensure a conducive working environment for the staff. Read this handbook's Code of Conduct (see Appendix) and Serious Misconduct Section.

**2.7. Fire Prevention** Firefighting equipment, such as fire extinguishers, will be available at the offices. In the event of a fire, staff members should leave the office building as quickly as possible by the nearest escape route. A first aid kit will be on every floor and in the official vehicles, as well as Floor Wardens to support staff during an emergency and keep them out of harm's way.

## **2.8. HIV/AIDS Policy**

**2.8.1** Church World Service Africa acknowledges the threat that HIV and AIDS pose to CWS staff members' well-being and, by extension, our work as an agency. CWS, therefore, supports proactive, integrated, and sustained response to this pandemic. By taking these measures, CWS intends to reduce the impact of HIV and AIDS on CWS, its entire staff, and their dependents.

**2.8.3** CWS Africa does not discriminate against people who are living with HIV/ AIDS. It will provide them with equal opportunities while in employment. CWS will not terminate an employee's services due to his or her HIV/ AIDS status unless the employee has proved incapable of discharging his or her duties.

**2.8.4** CWS encourages staff to avail themselves of Voluntary Counseling and Testing (VCT) services. Staff may contact Human Resources with questions on how to access VCT through their health insurance coverage. CWS shall support HIV-positive staff members in accessing care through linkage to service providers. CWS will seek to uphold confidentiality of information regarding the status of its employees.

**2.9. Whistleblower Policy** Church World Service Africa is committed to the highest possible legal, ethical and moral standards of conduct and will not tolerate illegal or dishonest behavior. The Church World Service Code of Conduct sets out for employees Church World Service's expectations regarding honesty and integrity in the workplace. In this spirit, CWS encourages employees, officers, and directors to identify instances where these standards may be compromised. (See Appendix for the Whistleblower Policy).

**2.10. Disability Mainstreaming Policy** CWS recognizes the diversity of its workforce and is committed to ensuring that all employees can effectively and efficiently use their skills and experience to contribute to CWS' performance, production, and service delivery. This includes the opportunity for persons with disabilities to participate without discrimination in work-related and other activities.

**2.11 Child Safeguarding** The CWS Child Safeguarding Policy establishes organizational expectations and requirements of behavior and conduct for all CWS employees (full-time, part-time, temporary, permanent, or otherwise) and CWS Representatives, including Board members, volunteers, consultants, researchers, interns, interpreters, photographers, implementing and program partners, grantees, contractors and anyone else affiliated with or working with CWS when interacting or working with children in all geographic and programmatic CWS work settings. This Policy also serves as a tool to communicate CWS's commitment to protecting and safeguarding children.

**2.12 Prevention of Sexual Exploitation And Abuse** Sexual exploitation and abuse are forms of Gender-Based Violence. CWS recognizes that Sexual Exploitation and Abuse can occur in any development or humanitarian setting. In humanitarian crises, however, the dependency of affected populations on humanitarian agencies for their basic needs creates **an additional ethical responsibility and duty of care for all CWS staff**.

**2.13 Conflict of Interest** A conflict of interest exists or may exist when a CWS employee or representative has a personal interest that may influence their decision-making for CWS. Most commonly, these are financial interests, but nonprofit organizations contend with a variety of potential and perceived conflicts of interest, some of which may be detrimental to the organization.

Employees are expected to devote all their working hours and ability to promoting the business and interests of CWS. During the period of employment, employees are not expected to engage in any activity or business that would conflict with the activities of CWS or jeopardize the achievement of the set objectives of CWS. There shall be no ongoing interest, either directly or indirectly, which would conflict with the performance of the employee's contract.

Conflicts of interest may arise where a member of staff or their close family member has a financial interest or other participation, for example, as an employee or director, in any organization that is a supplier, partner, competitor, or affiliate of CWS or is seeking to become one. It is impossible to list all situations or relationships that may create conflicts of interest or the perception of one. Therefore, staff must declare any situation likely to lead to a conflict of interest. Breach of policy will attract disciplinary action. If a staff member is uncertain whether an action might constitute a conflict of interest, they should consult with their supervisor or Human Resources.

## CHAPTER 3: RECRUITMENT AND EMPLOYEE CONTRACTS

Recruitment is the process of attracting, identifying, selecting, and hiring candidates with the appropriate competencies to fill new or vacant positions in the organization. Recruiters, or persons responsible for completing recruitment activities, must adhere to the recruitment procedure and steps outlined in this document and in the relevant standard operating procedures, as well as all local laws and regulations pertaining to employment.

**3.1. Employment Policy.** CWS is committed to engaging without discrimination qualified, competent, and committed staff, enabling them to derive satisfaction from their jobs by offering them attractive working conditions, challenging assignments and opportunities for advancement and growth.

**3.2. Equal Employment Opportunity.** CWS is an equal opportunity employer. No employee shall be discriminated on grounds of race, color, gender, sexual orientation, gender identity, tribe, religion, political or other opinion, nationality, ethnic or social origin, disability, pregnancy, or HIV status and on any other protected grounds as provided for by local laws. Efforts will be made to achieve fair gender representation in all cadres of staff.

**3.3. Staffing Size.** Staff rationalization shall be based on approved budget. Reviews shall be conducted on regular basis to determine the staffing needs of CWS Africa. These needs will also depend on the availability of funds.

**3.4. Job Analysis.** For both new and old positions, the appropriate department/ section will carry out a job analysis, which involves preparation or assembly of relevant information on the proposed vacancy. The result of this job analysis will be a job description and/ or a job specification.

**3.5. Job Description.** A job description is a broad statement describing the purpose, duties and responsibilities of a particular job. A description will mirror the job description template as provided by HR, with amendment to the template as required based on the specifics of the role.

A description will as far as possibly contain the following aspects:

- a) Job title;
- b) Department Director/supervisor;
- c) Job summary or purpose;
- d) Essential duties;
- e) Qualifications and requirements needed to perform the job; and
- f) Competencies.

**3.6. Approval of Vacancy.** No person shall be employed or recruitment procedures initiated for a vacancy before verification with the approved budget and authorization are obtained from the Group/Departmental Director and Finance.

**3.6.1. Advertising:** Vacancies in CWS Africa may be advertised both internally and externally. Vacancies will be advertised on CWS' website and through the established recruitment channels. CWS also reserves the right to 'headhunt' for 'hard to fill' positions.

**3.6.2.** All candidates, both internal and external, must apply for vacancies with CWS Africa through the established recruitment channel.

### **3.7. Recruitment from within CWS Africa**

- 3.7.1.** A qualified staff member from within CWS may be invited to fill a vacant position.
- 3.7.2.** Upon announcement of a vacancy, suitable, qualified, and interested staff may be invited for interviews.
- 3.7.3.** Qualified internal employees may be allowed to act on vacant positions and thereafter may be confirmed on satisfactory performance on the post.
- 3.7.4.** Internal candidates are prohibited from applying for a vacant role within CWS if they are currently on probation, disciplinary process/action, or PIP.
- 3.7.5.** Internal applicants will undergo the same screening and assessment procedures as external applicants.
- 3.7.6.** CWS conducts recruitment for its staff when:
  - a) Vacancies are available in the approved budget and department.
  - b) There are new areas and job roles, e.g., the creation of new divisions and sections.
  - c) There is a need to replace an employee who has left the service of CWS.

### **3.8. Screening**

Human Resources, in collaboration with the Hiring managers, will undertake the assessment and selection of candidates for any vacancy.

Initial screening shall be completed by the recruiter based on the minimum requirements for each position as screening criteria, and the final longlist should be shared with the hiring manager.

To proceed to the next level, the hiring manager will be required to review the long list and complete the final shortlist.

**3.8.1. Conflict of Interest:** Any actual or potential conflict of interest identified during the process must be disclosed by both the candidate and any member of the CWS team where relevant. Such decisions include but are not limited to, hiring, interviewing promotion, and transfer requests.

**3.8.2. Family and Personal Relationships:** The Hiring Manager and Human Resource practitioner is responsible for ensuring that a candidate with a family member(s) or close personal friends employed by CWS completes a disclosure form during the recruitment process. See Annex 3 for the Family and Personal Relationships Disclosure Policy. A family member is defined and is not limited to the following: relationships by blood – partner, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousin; and relationships by marriage – husband, wife, step-parent, stepchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece. CWS Africa employees should not be hired into the same team/department as one of their above-defined family members. The family member(s) employed by CWS must also complete a disclosure form.

### **3.9. Interviews**

Short-listed candidates shall be invited for an interview by Human Resources. A selection criteria or other objective assessment method shall be used to rank the candidates. This may consider, but not necessarily be restricted to the following areas:

- a) Academic qualifications and achievements

- b) Professional qualification (where applicable)
- c) Experience
- d) Skills and abilities
- e) Disposition (leadership, management, social relations and probity)
- f) Other attributes/values
- g) Technical tests, presentations, and/or other suitable exercises may be used in the recruitment process for internal and external candidates.

All roles will be subjected to varying levels of interview process, depending on the level of the role.

**3.9.1.** Interviews should be scheduled to allow for at least two business days' notice for internal applicants and at least three business days' notice for external candidates.

**3.9.2.** For all National roles level 5 and below, the hiring manager and two additional panelists will conduct a single interview. If a decision cannot be made, a second interview may be called to differentiate between a maximum of two competing candidates.

**3.9.2.1.** For all other National roles level 6 and above and international roles, excluding Director roles, the first and second round interviews should be conducted by two technical team members or one technical team member and a manager or supervisor from within CWS Africa. A Human resources team member may give an interview briefing to ensure adherence to SOPs and provide guidance to hiring managers and supervisors on any Human resources-related questions. Human resources should also provide feedback on their assessment of the candidate's response to behavioral questions. HR Recruitment will conduct semi-annual training on Recruitment SOPs for awareness.

**3.9.2.2.** Interviews for Manager roles Level 8 and above should be conducted by Senior Management.

### **3.10 Additional Responsibilities, Acting and Secondment – See Appendix 3 below**

#### **3.11. Pre-Employment References**

As part of the selection process, we will conduct reference checks on both internal and external candidates.

External candidates are required to provide details of at least three relevant referees, including the HR Office from their last employer. Two of these must be their immediate previous line managers. References are conducted prior to a candidate's selection, and the resulting report should be used as part of the final selection criteria.

Referencing surveys must contain the required CWS fraud and conduct questions and should be asked for every candidate regardless of grade. Candidates must give consent to ask the conduct questions in advance.

The most recent performance appraisal and formal feedback from the current supervisor will inform part of the selection process for internal candidates. It is recommended that internal candidates advise their line manager that they are applying for another post within the organization.

#### **3.12. Background Checks:** No identified candidate will report to work without the following documentation:

- A valid Police Clearance Certificate – issued within the last 12 months of the employee's reporting date.
- Background checks for expatriates/international staff

**3.13. Letter of Appointment:** A letter of appointment will be issued as per the recruitment SOPs and only at a time when all relevant approvals are complete. A letter of appointment shall be signed by the appropriate senior leadership member or designee, as per the delegation of authority in place. This will contain the basic terms of employment for such employees. These shall, where appropriate, be incorporated into a Contract of Employment.

In addition to the terms provided in the Letter of Appointment / Contract of Employment, the provisions of this Policy Manual and any approved revisions from time to time shall constitute additional terms of employment.

**3.14 Employee Biodata.** Upon acceptance of the appointment, the new staff member shall be required to complete the employee Bio-data form. All new employees must furnish CWS with a declaration of dependents; these include spouse, own or legally adopted children, and next of kin. New employees must also provide photocopies of their ID, all statutory registration numbers (e.g., in Kenya: KRA PIN, NSSF; NHIF, HELB declaration, or their equivalents in other locations), original certificates, academic testimonials, passport size photographs, and birth certificates or marriage certificates as applicable. Any changes in personal status shall be reported promptly to HR by completing a fresh Bio-data Form.

**3.15 Probation for new staff -** All staff members, when first employed, shall be subject to a probation period of three (3) months, which period may, with the consent of the employee in writing, be extended for a further period of not more than six months (6) months. At the expiry of the probation period the staff member will be informed in writing whether he/she has been confirmed to the position.

The extension of the probation period shall be based on a written evaluation of an employee's performance, which should take place before the end of the initial three (3) months probation period.

Confirmation of appointment after probation will depend on performance during the probation period. The relevant unit head will forward recommendations to Human Resources. Human Resources and the unit head will consider the recommendations and decide whether to confirm, extend the probation, or terminate the appointment while applying the appropriate termination procedures. The decision made shall be communicated to the employee in writing.

**Termination of Service While on Probation.** During probation, management, in consultation with the employee's departmental head and Human Resources, may terminate the contract, subject to following due process, by giving not less than Seven (7) days notice of termination or by payment of Seven (7) days' salary in lieu of such notice.

The probationary period only applies to newly employed staff. Staff who move to new roles will be supported to fit into those roles, and their performance will be managed as per the performance management policy and process. This includes setting objectives for that new role and monitoring performance in that role.

**3.16 Determination of Date of First Appointment.** The effective date of appointment of an employee will be the date on which the employee reports to work as confirmed by the relevant Department Director but not earlier than the date specified in the letter of appointment/offer.

**3.17 Orientation of New Staff.** A good induction program helps to save time, costs and assists new employees to learn as soon as possible what is expected of them and what to expect from others, which in turn leads new staff to develop realistic job expectations, positive attitudes and eventually job satisfaction. There shall be a structured induction program for all new staff/ employees which shall be organized by the training unit and or the immediate supervisor in collaboration with Human Resources.

## CHAPTER 4: COMPENSATION AND BENEFITS

### REMUNERATION

Church World Service is committed to attracting and retaining a high caliber of competent employees who can execute the organization's mission and vision. The compensation and benefits structure will ensure competitiveness, fairness, internal equity, and uniformity in applying pay structures in line with the organizational total reward philosophy and the value of transparency. Periodic job evaluations will form the basis for establishing job levels that represent the relative worth of jobs across the organization. A salary and benefits survey will also be undertaken at least every two years to maintain market competitiveness. Salary Scale and reviews are approved by the Regional Representative or the designee based on the following factors:

- a) Job value- determined through job evaluations and leveling.
- b) Market surveys and local economic contexts
- c) Budget availability

CWS Africa management will strive to ensure that all salaries offered are within the scale boundaries.

CWS in Kenya offers a consolidated gross salary which contains a provision for basic wage, statutory deductions, and an element intended to be used by the employee for housing expenses and transportation.

**4.1. Salary on Appointment** Salaries for staff are based on the position filled and shall be discussed and agreed upon between Human Resources and the new employee at the time of engagement.

**4.2. Income Tax, Statutory and Other Deductions.** As per the prevailing laws in Kenya, salaries shall be paid net of income tax (Pay as You Earn). Statutory deductions and/or a deduction ensuing from a court order/ arrestment of earnings will be made from an employee's salary without his/ her authorization. Other statutory deductions will include NSSF, NHIF, and/or Housing levy, as per the laws in force.

Other voluntary deductions, such as contributions to individual pension scheme cooperative savings, must be authorized by individual employees in writing.

CWS shall have no obligation, and the office shall not be held liable, to reimburse the staff for the amounts deducted from their salaries in respect of the above statutory and voluntary contributions.

**4.3. Other Deductions.** CWS reserves the right to deduct any monies owed to it by the employee during the employment term or at the time of separation, as per labor laws. These may include any overpayment made, unearned leave, and the cost of repairing any damage or loss to organizational property. The staff member shall be notified in advance and in writing of all the deductions to be made. The staff member will be required to sign a funds recovery agreement.

**4.4. Pay slips.** All national employees will be notified of their salary due via an itemized pay slip sent to them by email. Consolidated salaries will be paid through bank transfer to each employee's bank account by the last day of each month. CWS will provide the pay slips by the end of the payroll month of every month. International staff will access their pay slip via the e-system and will be paid on a bi-weekly basis.

**4.5. Performance-Related Pay.** CWS may consider rewarding high performance through Performance-Related Pay (PRP). This would be based on a clearly defined process approved by the Regional Representative or designee.

**4.6. Staff Benefits and Allowance.** Provision will be made for the following types of benefits and allowances, subject to the organization's and partners' periodical review.

**Medical and other Insurance Benefits.** CWS provides medical insurance coverage to staff (exclude interns and/or attaches), their legal child/children, and one legal spouse or partner. The medical cover provided by CWS will follow the terms specified in the prevailing insurance policy in place. The staff and CWS will also make statutory contributions to NHIF in Kenya and equivalent statutory contributions in other country locations, as required by local laws. CWS Africa will also take insurance for staff and interns/or attach to cover life and Work Injury Benefits as per the applicable laws.

**4.6.1. Salary Advances.** There are no Salary Advances available to staff.

**4.6.2. CWS Pension - Provident Fund Scheme.** CWS in Kenya provides a mandatory pension scheme to all full-time employees. Each employee is expected to contribute 5% of the monthly consolidated salary, while the employer contributes 10%. The contribution is governed by the Income Tax Act and managed by the Retirement Benefits Authority guideline.

## CHAPTER 5. LEAVE

**Categories of Leave:** Annual Leave, Sick Leave, Personal Leave, Maternity Leave, Paternity Leave, Adoption/parental Leave, Compassionate Leave, Unpaid Leave, Rest and Recuperation, Compulsory Leave, and Public Holidays.

### 5.1. Annual Leave

**5.1.1.** The amount of vacation accrued annually increases with the length of qualifying service.

**5.1.2.** The CWS leave calendar runs from 1 July – 30 June.

**5.1.3.** Leave will be accrued monthly and taken as accrued after approval by the supervisor.

**5.1.4.** Leave requests shall be considered and assessed in accordance with the needs of CWS's work throughout the year and team coverage. As such, employees may sometimes be asked to reschedule or change their leave dates.

**5.1.5.** A minimum block of Ten (10) days must be taken within the CWS fiscal year.

**5.1.6.** Only 10 days may be carried forward to the following fiscal year and must be utilized by the first quarter of the new fiscal year.

**5.1.7.** The maximum accrual in hours listed in the chart below includes 10 days (75 hours) that employees can carry forward to the following fiscal year.

**5.1.8.** All full-time employees accrue annual leave at the following rate:

Years of Service	Monthly Accrual in Hours	Monthly Accrual in Days	Annual Accrual in Hours	Annual Accrual in Days	Maximum Accrual in Hours (including max hours carried forward)	Maximum Accrual in Days (incl max 10 Days carried forward)
Less than 5 years	13.75	1.83	165	22	240	32
5 years or more	15	2	180	24	255	34

**5.1.9.** Employees with 20 years of service or more receive an extra week of vacation annually.

**5.1.10.** The maximum accrual in hours listed in the chart above includes 10 days (75 hours) an employee can carry forward to the following fiscal year.

**Application for leave.** An employee who wishes to take annual leave shall apply through the established system, and it should be approved by their Supervisor or, in his/her absence, the Department Manager or Director. Five (5) or more leave days should be approved at least two

weeks before the date a member of staff is expected to proceed on leave. An employee should not proceed on leave until he/she has received the Leave approval.

**Balance of Accrued Annual Leave at the Time of Separation** Only employees who separate from CWS in Kenya shall receive monetary compensation in lieu of leave days earned and not taken at the time of separation. Such compensation will be calculated at the rate of one working day's salary and paid together with other terminal benefits due to the employee.

**5.2 Sick Leave** See Appendix B for the Sick Leave policy and accrual information.

**5.3. Personal Leave** CWS Africa Staff will be entitled to up to 3 working days annually as personal leave. Eligible employees shall accrue personal leave days at the rate of one (1) per four (4) months. They are given on January 1, May 1, and September 1.

Personal days not taken during the calendar year in which they are accrued may not be carried over to the next calendar year.

Employees will not be paid for unused personal days.

**5.4. Maternity Leave and Paternity Leave** - See Appendix B for the Maternity and Paternity Leave policies.

**5.5. Adoption or Parental Leave** – See Appendix B

**5.6. Compassionate Leave** - See Appendix B for the Compassionate Leave policy.

**5.7. Unpaid Leave** - See Appendix B for the Leave Without Pay policy.

**5.8. Rest and Recuperation** - See Appendix B for the Rest and Recuperation policy.

**5.9 Compulsory Leave** An employee may be sent on compulsory leave at the discretion of the Regional Representative, the Program Director, HR, or the designee. Instances that might call for an employee to be sent on compulsory leave include when an employee is required to exhaust his/ her leave days within a given fiscal year and when it is desired that an employee should not be in the office, but the circumstances are such that placing him/her on suspension would be inappropriate.

**5.10. Public Holidays** CWS staff in Kenya are eligible for paid time off for nationally recognized public holidays and major international United States of America holidays. The SOP for holidays is stored in the file server. Please contact HR for details.

## CHAPTER 6. PERFORMANCE MANAGEMENT

The Church World Service performance management process intends to clarify expected individual and team performance, provide an opportunity for feedback and coaching, and drive behaviors that align with the organization's core values.

Performance evaluations are designed to serve as a constructive method of enhancing CWS Africa's performance and fostering professional growth and job satisfaction among employees. They will also be used as an opportunity to identify staff training or development needs.

Employees are expected to agree on their annual work objectives with their supervisors. Regular and timely performance feedback and one-on-one coaching conversations with supervisors are highly encouraged. The supervisor will conduct the annual appraisals, which may, at his/ her option and as appropriate, be conducted together with another supervisor or a colleague of a higher cadre.

**6.1. Policy Statement.** CWS Africa shall carry out assessments of its staff and with a view to:

- a) Identifying the individual's current level of performance.
- b) Identifying strengths and areas of development.
- c) Enable employees to improve their performance.
- d) Providing a basis for recognizing staff in relation to their contribution to departmental and CWS's goals, and
- e) Identifying training needs and developments.

**6.2. Performance Standards** All employees are expected to achieve their performance objectives with their supervisors. In addition to these specific performance objectives, a staff member's accomplishments shall be reviewed, taking into account the standard of performance demonstrated in the employee's conduct and the employee's overall contribution to the goals and values of CWS.

**6.3. Performance and Career Management.** The performance management process will provide information on career developmental decisions. It will also create an opportunity for the supervisor and the employee to review the employee's work and related behaviors. This will allow the supervisor and the supervisee to develop a plan for addressing identified development gaps. It also provides a good opportunity to review the employee's career plans in light of his or her exhibited strengths and development needs.

**6.4. Matrix management.** At CWS, some job roles have more than one reporting line; this may be represented by one direct reporting line to a supervisor and one or more dotted line(s) to another manager. This should be clear to each employee impacted by such a work arrangement. The direct line supervisor is responsible for implementing all elements of performance management with the employee. S/he must seek input from the other manager on objective setting, learning and development, and performance evaluation. This consultation provides the employee with clarity on work priorities from both managers.

## CHAPTER 7: LEARNING AND DEVELOPMENT

**7.1 Policy Statement.** CWS is committed to improving the skills of its staff to improve job performance, preparation for increased responsibility, increasing staff motivation, and recognizing individual career development. The policy aims to meet the joint needs and objectives of CWS and the individual staff. Training involves giving employees the skills they need to enable him/ her to perform the job as expected. It is a systematic modification of behaviors through learning, which occurs from education, instruction, development, and planned experience. It is also a planned process to modify attitude, knowledge, and skill behaviors through learning experience to achieve effective performance in an activity or range of activities. The 70:20:10 approach to learning and development is highly recommended. 70% is learning from experience, 20% from others, and 10% from formal learning. Employees and their supervisors are expected to discuss the learning and development needs and approaches to support performance improvement and career development. These are documented through the provided organizational tools and the HR system in place.

**7.2. Skills Enhancement.** CWS will encourage and endeavor to provide staff development activities to ensure that employees maintain a high level of competence and remain current with the professional field in which they work.

**7.3. Identifying Training Needs.** It will be the responsibility of the staff and line managers, in liaison with Department Directors, and Human Resources to:

- a) Identify staff development priorities/gaps within their teams.
- b) Assess the opportunities for courses and training for individual staff members while having regard to the needs of CWS and the employee, contract, duration, and training cost.
- c) Plan internal training schedule, in collaboration with HR and Training Unit

### 7.4. Continuous Professional Development Programs

Due to the nature of the role, employees may be required to undertake various trainings by appropriate professional bodies. Approval will be made subject to budget by the Line manager and Group Director.

### 7.5. Professional Membership

In cases where membership to a professional association is regarded as an essential requirement for practice by law, and/or the organization requires such membership as part of the role profile, CWS will pay for membership fees, subject to budget and approval by the Line manager and Group Director.

All training will be organized subject to the availability of funds.

## CHAPTER 8: GRIEVANCE MANAGEMENT AND DISPUTE RESOLUTION

There are situations where differences of opinion and disagreements, other than those pertaining to performance reviews, will arise among individuals and/or a group(s) of staff. Such differences and/or disagreements should never degenerate into conflict and/or major grievances. Major conflicts and grievances may negatively impact the collective performance of the team. Employees should, therefore, raise workplace grievances without fear of reprisal, and all genuine grievances will be addressed promptly and fairly.

**8.1 Grievance and Dispute Resolution Procedures** The grievance and dispute resolution procedures provide a framework for resolving differences and/or disagreements. They also provide an opportunity for aggrieved employees to voice perceived or real unfair treatment and/or seek redress.

### Guideline:

- i) The Procedures are intended to contribute to a culture of fair treatment, allowing employees to feel that they are being treated reasonably and with respect.
- ii) Disputes should be resolved promptly and thoroughly.
- iii) The policy places emphasis on the informal resolution of disputes, first by the disputing parties or by managers facilitating reconciliation between disputing parties; if that fails, the issue is escalated to a colleague within the line management hierarchy.
- iv) Where there is a need for formal mediation, support will be sought through the HR office.
- v) The Grievance handling procedures do not apply to appeals against disciplinary actions.
- vi) The grievance handling procedures are not a substitute for disciplinary or investigative processes where there are alleged acts of misconduct.
- vii) Grievance handling is not applicable where there is the risk or actual case of violence

In case of circumstances beyond the control of either of the aggrieved parties (e.g., long-term sickness) that prevent the procedure from being completed, advice from the HR Department or Group Director should be sought.

### **Principles:**

- i) Fair and transparent handling of all grievances raised in good faith.
- ii) An expectation that all parties to the grievance will act reasonably in handling the matter and seeking resolution.
- iii) All complaints or grievance investigations will be approached to resolve the matter where this is fair and reasonably possible.
- iv) While the aim is resolution, each party should be realistic and recognize that not all of their concerns will necessarily be met in accordance with their preferences.
- v) There will be timely handling at each stage to avoid unreasonable delays, which might aggravate the situation; and
- vi) Complaints or grievances will be handled in strict confidence, and disclosures will only be made where reasonably required and in accordance with the Data Protection Policy.
  - If in doubt about the Dispute Resolution Procedure or if there is evidence of medical/welfare concerns or potential misconduct, seek advice from the HR Department.

All grievances and resolutions/agreements/commitments from a dispute resolution facilitated by a third party must be documented and presented to HR for record keeping.

## Procedure

- i) Whenever a dispute arises at the workplace, the employee must promptly report and formally discuss it with their immediate supervisor.
- ii) If the supervisor is the cause of the employee's grievance or the employee is not satisfied with the response from the immediate supervisor, he/she may report the grievance in writing to the next higher-level supervisor.
- iii) If the grievance is not mutually resolved, the employee may in writing refer the dispute to an Officer in the HR Office, as appropriate, who shall be under obligation to resolve the dispute as soon as possible and not later than fourteen (14) days of the receipt of the grievance.
- iv) If the matter is not mutually resolved, the employee shall escalate the dispute in writing to the Departmental/Group Director, who shall be under obligation to resolve it within fourteen (14) days
- v) If dissatisfied with the decision of the Departmental/Group Director, the grievant may appeal to the RSC Director, Regional Representative, or designee as appropriate, whose decision on the matter shall be final.

## **Other Grievances**

As applicable, investigative and/or Disciplinary processes will be applied where grievances relate to alleged misconduct.

While investigation and disciplinary dispute resolution processes are ongoing, circumstances may involve, not limited to, temporary changes of reporting lines if the status quo is deemed to have the potential to affect operational effectiveness. Such an action should be handled with due sensitivity to all employees and should not prejudice the outcome of the grievance-handling process.

## **Potential outcomes of a grievance and dispute resolution process:**

- Parties involved may make peace by apologizing to each other and developing new working agreements.
- Relevant training, where necessary, may be recommended for parties involved.
- A recommendation for parties to undergo professional counseling.
- Discipline Procedure applies as appropriate.
- Actions following the outcome may or may not be optional, so the parties are expected to act as appropriate.

## **Performance during the dispute resolution process**

- As far as possible, all parties should continue to engage in their normal work while upholding professional standards of behavior, even if complaints involve colleagues.
- Employees will be allowed reasonable time to resolve their dispute during working hours. It is not, however, reasonable to allow resolution to take a significant part of an employee's working time.

**8.2 Grievance or dispute Appeals** If a complainant is dissatisfied with the outcome of a grievance handling process, s/he should lodge an appeal to the Group, RSC Director, the Regional HR Director, or the Regional Representative within 5 working days of receiving the outcome. S/he must clearly state the grounds for appeal and why they disagree with the conclusion. This is not an opportunity to add further complaints: all evidence

must relate to the original grievance. After reviewing the matter, the Director may uphold the initial outcomes or select a committee to restart the process.

This is the final stage of the Grievance management and Dispute Resolution Procedure.

**8.3 Victimisation** Any form of victimization against an individual who raises grievances may lead to a disciplinary process.

- Mediators and other facilitators of the grievance-handling process should be treated with respect. Lack of cooperation, intimidation, abuse, or inappropriate behavior toward them will not be tolerated and may lead to a Disciplinary process.

**8.4 False or Malicious Claims** The dispute resolution procedure is designed to handle genuine grievances and disputes where complaints are made in good faith. Submission of a false grievance or a pattern of repeated grievances where it is clear that there is no genuine basis for a grievance being brought or where there is evidence that it may have been brought in bad faith (e.g., out of spite or for personal gain) will result in the disciplinary process.

## CHAPTER 9: DISCIPLINARY PROCEDURE

All disciplinary matters will be handled with fairness and credibility. Depending on the nature of the alleged misconduct, CWS will ensure that the case is thoroughly and fairly investigated before any disciplinary action is taken against the concerned employee. Every employee in a disciplinary situation will be given ample opportunity to explain their case. Any disciplinary action that may be taken will be applied fairly and consistently with CWS's disciplinary procedure.

HR is charged with the responsibility of supporting Line Managers in addressing all cases of misconduct by employees.

Employees will also have the right to appeal against any disciplinary decision to the RSC Director or Regional Representative for Africa. Where the RSC Director or Regional Representative for Africa is directly involved in the initial disciplinary process, the appeal process may be submitted to the relevant regional office within CWS Africa.

**9.1.** CWS's disciplinary procedures will:

- a) Be in writing.
- b) Specify to whom they apply.
- c) Be non-discriminatory.
- d) Provide for matters to be dealt with without undue delay.
- e) Provide for proceedings, witness statements (if any), and records to be kept as confidential as possible
- f) Indicate the disciplinary action that will be taken.
- g) Specify the levels of management that have the authority to take various forms of disciplinary action.  
Provide for employees to be informed of the complaint(s) against them and, where applicable be provided with all relevant evidence before any hearing.
- h) Provide employees with the right to be accompanied by a CWS colleague of their choice into a disciplinary hearing
- i) Ensure that no employee is dismissed for a first breach of discipline/misconduct except for gross misconduct.
- j) Ensure that disciplinary action is not taken until the misconduct/breach of discipline is clear and/or until it has been carefully investigated, where investigation is necessary.
- k) Ensure that employees are given an explanation for any disciplinary action.
- l) Provide a right of appeal and specify the procedure to be followed in this regard.

**9.2.** Depending on the gravity of the case, CWS may take one or more of the following actions against an employee:

- 9.2.1.** Verbal or informal warning.
- 9.2.2.** Formal warning.
- 9.2.4.** Termination (with Notice or Payment in lieu thereof).
- 9.2.5.** Summary dismissal.

**9.3.** Nature of Offences/Indiscipline/ Misconduct - In addition to anything provided for in the Employment Laws of Kenya, the following three (3) types of offenses shall be recognized:

- 9.3.1.** Minor Offences

**9.3.2. Serious Misconduct****9.3.3. Gross misconduct.**

**9.4. Minor Offences** Consequences of minor offenses will result in an informal or verbal warning. Minor offenses include but are not limited to the following:

**9.4.1.** Absenteeism from duty, tardiness, or early departure from work (other than persistent absenteeism, tardiness, or early departure) without permission/leave.

**9.4.2.** Idling and/ or loitering during working hours.

**9.4.3.** Boisterous or disruptive activity in the workplace.

**9.5 Serious Misconduct** Consequences of serious misconduct may include a written warning, suspension, termination, and/ or summary dismissal. The following examples of serious misconduct include repeating minor offenses for which the employee has been warned informally.

**9.5.1.** Failure to comply with lawful and reasonable instructions or insubordination.

**9.5.2.** Persistent tardiness and failure to meet deadlines, including reporting on Travel and working advances.

**9.5.3.** Persistent or regular unauthorized absenteeism during working hours.

**9.5.4.** Unauthorised absenteeism from duty for more than 3 days.

**9.5.5.** Failure to comply with laid down procedures.

**9.5.6.** Acts of commission, omission, and/or negligence expose others to health and safety hazards.

**9.5.7.** Performance by an employee that is deemed careless, negligent, and/or improper.

**9.5.8.** Acts of commission and omission expose CWS to risks, financial loss, and/or liabilities.

**9.5.9.** Acts of commission, omission resulting in threat and/or damage to the reputation and organizational image of CWS.

**9.5.10.** Vexatious and/or malicious grievances.

**9.5.11.** Undeclared actual or potential conflict of interest.

**9.5.12.** Cigarette smoking in undesignated areas.

**9.6. Gross Misconduct** Gross Misconduct may result in termination or summary dismissal. In addition to the provisions of the Employment Act. examples of Gross Misconduct include but are not limited to:

**9.6.1.** Repetition of serious misconduct which the employee has already been warned formally.

**9.6.2.** Abandonment of post for more than 7 days.

**9.6.3.** Improperly disclosing any information regarding the affairs of CWS or its clients to unauthorized person(s).

**9.6.4.** Theft, fraud, misappropriation of CWS's finances, or breach of fiduciary duty imposed upon all employees.

**9.6.5.** Receipt or solicitation of any reward, fees, commission, or present for personal benefit without the express approval of the Departmental/Group Director.

**9.6.6.** Receipt, solicitation, or payment of a bribe.

**9.6.7.** Canvasses with any member of CWS or any person outside CWS to obtain advancement in CWS or intervention on his/her behalf on any matter affecting his service.

**9.6.8.** Is convicted of a criminal offence which, in the opinion of CWS, renders them unfit to be an employee of CWS.

- 9.6.9.** Uses abusive language against his/ her employer, someone in authority, or fellow colleague(s).
- 9.6.10.** Becomes seriously financially embarrassed and/ or commits a bankruptcy offense under the Insolvency Act.
- 9.6.10. Accepts other paid employment during CWS working hours, except with prior approval of HR.
- 9.6.11.** Deliberately falsifies official documents, including but not limited to time sheets and sick notes.
- 9.6.12.** Mismanagement of CWS's funds/assets.
- 9.6.13.** Sexual or other unlawful or unwelcome harassment.
- 9.6.14.** Fighting or threatening violence in the workplace.
- 9.6.15.** Working under the influence of alcohol or illegal drugs.
- 9.6.16.** Possession, distribution, sale, or use of alcohol or illegal drugs in the workplace, while on duty, or whilst operating CWS's vehicle/s or equipment.
- 9.5.17.** Possession of dangerous or unauthorized materials, such as firearms, in the workplace
- 9.6.18.** Negligence or reckless conduct damages CWS's property or causes CWS financial loss or other risks and liability.
- 9.6.19.** Breach of CWS Code of Conduct: All those offenses are described as constituting a fundamental breach of an employee's employment contract or gross misconduct under the Employment Act of Kenya or other applicable laws of Kenya.

Employees who exhibit desertion of duty or chronic absenteeism will undergo a disciplinary process that may result in summary dismissal or termination of contract. They will only be paid for the period of time worked, net of any required statutory payments.

## **9.7. Verbal or Informal Warnings**

- 9.7.1.** CWS desires to see disciplinary issues resolved as quickly as possible through discussions between supervisors and employees.
- 9.7.2.** A verbal or informal warning will be given to an employee who has committed a minor offense.  
The employee's supervisor shall administer the warning.
- 9.7.3.** Though informal, the verbal warning will be recorded and filed in the employee's personnel file (the employee will acknowledge receiving the informal warning). These warnings may be referred to in the issuance of formal warnings.

## 9.8 Formal Warnings

**9.8.1. First Written Warning:** A written warning may be issued where a verbal warning has failed to have the desired effect or where the offense or non-performance is sufficiently serious to warrant a written warning.

**9.8.2. Second Written Warning:** A second written warning may be issued when the first warning has failed to have the desired effect and may only be issued after a first warning has been placed on the staff member's file. A written warning may be given to an employee who commits a serious misconduct. It may also be given to an employee who has committed at least two prior minor offenses (of the same kind).

If an employee is issued two or more formal warnings for the same offense categorized under Serious Misconduct, the offense will be categorized/ deemed Gross Misconduct.

The formal warning shall state the exact nature of the offense and indicate any future disciplinary action that may be taken against the employee if the offense is repeated.

Upon commission of an act that calls for summary dismissal under the Employment Act, an employee need not be issued a formal warning before termination.

The employee may be required to read and acknowledge the formal warning in writing

A formal warning shall be signed by the Departmental Director or designee and issued by the supervisor, Department Director, or designees, with a copy to HR.

## 9.9. Suspension:

This is a neutral act and not an indicator of the outcome of an investigation or any subsequent disciplinary action. It is based on an initial assessment of the allegation, where there is a case of possible gross misconduct. It may be required during a disciplinary and/or investigative process if the employee's presence at work or access to work tools may interfere with the disciplinary/investigative process or cause harm to the staff or others at the workplace.

**9.9.1.** Under suspension, an employee is forbidden from performing or attending to official duties pertaining to his/ her office.

**9.9.2.** An employee on suspension will be paid his/her salary in full and access the entitled benefits while on suspension.

**9.9.3.** Suspension from duty shall be invoked when an employee is deemed to have committed gross misconduct offenses that call for further internal investigations at the discretion of the relevant Director(s) in consultation with HR.

**9.9.4.** If an employee is charged in court for an offense relating to workplace misconduct, CWS need not wait for the outcome or determination of the court case but may enforce separation of the employer-employee relationship based on the results of its own internal investigations and conclusion of a disciplinary process including a disciplinary hearing on the matter.

**9.9.5.** The departmental director shall sign a suspension letter issued by an HR representative, who shall notify the Line Managers.

**9.9.6** Any extension of suspension must be approved by the relevant organizational Director.

**9.10. Disciplinary Procedure (In Cases of Gross or Serious Misconduct)**

**9.10.1.** When an employee is alleged to have committed Gross or Serious Misconduct, the matter will be referred to HR for review and further management.

**9.10.2.** Depending on the nature of the case brought to HR's attention, an internal investigation may be carried out.

**9.10.3.** The employee may be suspended for a definite period while investigations occur.

**9.10.4.** During the investigations, the employee may be interviewed and asked to make representations. This will ensure that the investigation is fair and just.

**9.10.5.** Upon conclusion of these investigations, the employee may either be issued a verbal warning or a disciplinary process may commence with a Notice to Show Cause. The disciplinary process may also include a disciplinary hearing and could result in written warning, termination of contract, or summary dismissal.

**9.10.6.** In the case where an employee has been issued with two (2) prior formal warning letters for the same misconduct/offense, he/ she will be issued with a Notice to Show Cause why his/her employment should not be terminated if he/ she commits the same misconduct/offense within a period of twelve (12) months.

**9.10.7.** The employee served with a Notice to Show Cause must respond to it within five (5) working days.

**9.10.8.** The Notice to Show Cause is prepared and signed by the Line Manager or a manager in the hierarchy, with the support of an HR representative. The letter should include the alleged breach (es) of policy or conduct. It will be issued with a copy of the investigation report or an extract of the same as relevant to the case or the reasons written on the Notice to Show Cause.

**9.10.9.** Upon consideration of the written representations in response to the Notice to Show Cause, the employee may be issued a formal warning or invited for a disciplinary hearing.

**9.10.10.** If the employee is invited to a disciplinary hearing, he/she will be given five (5) working days' notice of the hearing date. Within five (5) working days after receiving the aforesaid notice, the employee may prepare and submit further written representations/evidence (further to those set out in the response to the Notice to Show Cause). These representations will be considered together with those in the response to the Notice to Show Cause during the disciplinary hearing.

**9.10.11.** The disciplinary hearing will be conducted by the relevant Manager in the employee's hierarchy and an HR representative who will take notes and advise on the process. Having another manager in the hearing is also advisable to create more objectivity in the process.

**9.10.12.** An employee will be at liberty to bring another CWS colleague of his/her choice to the disciplinary hearing.

**9.10.13.** When circumstances demand, HR may invite witnesses to give evidence.

**9.10.14.** Minutes of the disciplinary hearing will also be taken. After the hearing, all in attendance will immediately sign the minutes or otherwise expressly indicate their agreement with the contents of the minutes.

**9.10.15.** The hearing committee will make recommendations for the Departmental Director, RSC Director, Regional Representative, or their designees to make a final decision in consultation with the Regional HR Director. The decision arising from the disciplinary hearing will be communicated to the employee in writing within fifteen (15) working days of the hearing, subject to such reasonable extension of time as the committee might decide and communicate to the employee.

## **9.11. Outcome of Disciplinary Hearing**

**9.11.1.** Depending on the seriousness of the offense, disciplinary action may be verbal or written. It may result in a warning letter, termination, or dismissal.

**9.11.2.** After the disciplinary hearing, CWS may take any of the following decisions:

### **Issue a formal warning to the employee.**

- a) Revoke any suspension.
- b) Terminate the employee's contract of employment with notice, termination with payment in lieu of notice, or summary dismissal.

**9.11.4. Appeal against Disciplinary Decision/Action**

**9.11.4.1.** An employee who feels aggrieved by the disciplinary process or disciplinary action may submit a written appeal within a period of five (5) working days from the date the determination is communicated to the next level of authority as appropriate (designated as the Appeal Manager). This could be a Deputy Director, RSC Director, Regional Representative, or a relevant leader in the Regional Africa Office. Acceptable grounds for appeal may be procedural errors and/or the outcome of the disciplinary process or the availability of new information/evidence that may change the outcome of the original decision.

**9.11.4.2. Decision upon Appeal.** The disciplinary action may be re-affirmed, revoked (conditionally or unconditionally), or substituted for a less severe disciplinary action upon appeal. The Appeal Manager may constitute a committee to review the case and make recommendations. A review of the case will include an appeal hearing where the appellant provides more information as relevant. The Appeal Manager's decision is final with no further right of appeal.

## **9.12. Termination**

**9.12.1.** In the case of gross or serious misconduct, an employee's service with CWS may be terminated with notice or payment in lieu of notice.

**9.12.2.** The termination letter will be signed by the RSC Deputy Director, RSC Director, Regional Representative, or their designate.

**9.12.3.** A termination letter shall set out, among other things, the terminal dues and benefits due to an employee and the reasons for the termination.

**9.12.4.** The employee may be asked to acknowledge receipt of the termination letter in writing.

### **9.13. Termination of Confirmed Contract for Unsatisfactory Performance**

The Deputy Director, RSC Director, Regional Representative, or designee may, on recommendation from the Head of the Department and HR, terminate a confirmed employment contract if the performance evaluation process confirms that the staff member's service has proved consistently unsatisfactory or that the staff member has failed to carry out his/her duties and obligations satisfactorily.

Before termination of employment on grounds of poor performance, the affected employee shall be subjected to a disciplinary process wherein s/he would be offered an opportunity to show cause why he/she should not be terminated and to be heard through a disciplinary hearing.

Upon conclusion of the disciplinary process, HR shall issue a One (1) month Notice of Termination to the affected employee.

This clause applies to unsatisfactory performance for all employees who have confirmed contracts. Performance management during the probation period and steps to be taken in the event of unsatisfactory performance are outlined in clause 3.15.

### **9.14. Summary Dismissal** Summary dismissal shall be invoked in cases of Gross Misconduct which translate to fundamental breach(es) of the employee's employment contract and/or misconduct calling for summary dismissal under the Employment laws. An employee who is summarily dismissed shall be entitled to:

- a) Unpaid salary and allowances up to the date of dismissal.
- b) Monetary payment of accrued unutilized annual leave days.

The final payment will be remitted to the employee's bank account after the clearance process is completed, and it will not be paid in cash when the employee is separated.

Payments will be net of relevant statutory deductions and any deductible liabilities to the organization. Claims from the pension fund are made following procedures laid down by the pension in place at the time.

## CHAPTER 10: SEPARATION

Employment with CWS may be terminated through the following methods:

- 10.1.** Resignation.
- 10.2.** Retirement.
- 10.3.** Expiration of fixed-term contract.
- 10.4.** Termination of Contract
- 10.5.** Termination of Contract on medical grounds
- 10.6.** Death.
- 10.7.** Redundancy; or
- 10.8.** Summary dismissal.

**10.1. Resignation.** Any employee may resign in accordance with their Letter of Appointment or Contract of Employment. An employee must serve out her/ his notice period of one month, or the organization will deduct an equivalent for the number of notice days not worked, prorated per day based on one month's salary unless the Director or the Regional Representative waives that requirement. She/he will send a resignation notification via email or a written letter to the Departmental Deputy Director, RSC Director, or Regional Representative, as appropriate, with a copy to the Line Manager and HR.

**10.2. Retirement.** The official minimum retirement age for support staff at CWS is sixty (60) years. A medical practitioner can also recommend retirement. Employees may also choose to retire early by giving one month's notice or one month's salary in lieu of notice.

### **10.3 Expiration of fixed term contract.**

While CWS will endeavor to inform all staff on fixed-term contracts whether their contracts will be renewed or not at least One (1) month before their expiry, all Fixed-Term contracts will automatically terminate on expiry without any necessity for prior notice or due process. Any renewal shall be at the sole discretion of CWS for such period and on such terms as shall be mutually agreed in writing between the employee and CWS.

### **10.4. Termination of Contract**

Since employment is based on mutual consent, the employee and CWS have the right to terminate employment. Termination will be effective upon the employer issuing a notice of termination or upon payment in lieu of notice.

Voluntary termination of contract with CWS by employees will be covered under resignation or early retirement.

Entitlements upon resignation, early retirement, expiration of contract and Termination of Appointment include:

- Salary due up to last day of work.
- Payments due to unutilized leave days.
- Payment of entitlements under the pension fund as per the process provided.

The terminal benefits are subject to relevant statutory deductions, any deductible liabilities to the organization, and upon complete clearance process.

#### **10.5. Termination of Contract on medical grounds**

- 10.5.1 Where an employee becomes seriously ill or disabled to the extent that they are unable to attend or perform work for six (6) months or more, CWS shall require the employee to undergo a medical examination by a doctor of CWS' choice to confirm the extent of the employee's illness/incapacity in relation to his/her duties.
- 10.5.2 Once the medical report has been obtained, CWS shall consider the following:-
  - a) whether the employee is capable of performing their work satisfactorily; and
  - b) if the employee is not capable:
    - i. the extent to which the employee's work circumstances may be adapted to accommodate disability, or where this is not possible, the extent to which the employee's duties might be adapted; and
    - ii. the availability of any suitable alternative work.
- 10.5.3 CWS shall thereafter notify the employee, in writing, of the specific concerns about his/her lengthy period of absence and invite them for a consultation process, where the medical report shall be discussed. The employee shall be entitled to invite another employee to this consultation.
- 10.5.4 During the consultation, the employee shall be informed that CWS is considering termination of the employment on grounds of incapacity. The employee shall be allowed to make their representations and suggestions to find a mutually acceptable solution.
- 10.5.5 All suggestions made by the employee shall be considered, and feedback given to the employee.
- 10.5.6 If no alternative work can be found, CWS shall terminate the employee's services on grounds of incapacity.

**10.6. Death.** An employee's employment will be terminated effective from the date of death. CWS will cover funeral expenses as per the last expense insurance policy(ies) at the time of death. This will be paid to the immediate family member as indicated in the next of kin form.

Accrued benefits owing to the deceased employee will be given to the beneficiary per the details in the employee's Beneficiary nomination Form(s). Entitlements include: Salary due up to last day of work, payments due to unutilized leave days, payment of entitlements under the pension fund and benefits under the insurance policy(ies) at the time. An HR point person will provide guidance on the required documentation to support the claim process.

In cases where there is a dispute or lack of clarity regarding the nominated beneficiaries, CWS will require a valid Grant of Letters of Administration and Certificate for Confirmation of Grant with respect to the deceased employee's estate. The authenticity of such court documentation must be verified before disbursements are affected.

The terminal benefits are subject to relevant statutory deductions, any deductible liabilities to the organization, and upon complete clearance process.

#### **10.7. Redundancy**

Positions within CWS may be declared redundant when, among other instances, the services of an employee become superfluous, the positions are abolished, or there is a lack of funding. Upon an employee's position being declared redundant, he/she will be entitled to:

- a) Salary due up to the last day of work.
- b) Payments due to unutilized leave days.

- c) One (1) month notice of redundancy.
- d) One (1) month's salary in lieu of notice.
- e) Three months of medical cover effective from the date of redundancy.
- f) Severance pay at the rate of 15 Days salary for every completed year worked and apportioned as appropriate for any partial year worked.
- g) Payment of entitlements under the pension fund as per the process provided.
- h) Certificate of service

The terminal benefits are subject to relevant statutory deductions, any deductible liabilities to the organization, and upon complete clearance process.

**10.8 Summary Dismissal** An employee who is summarily dismissed is not entitled to a termination notice—refer to section 9.14 on summary dismissal. Separation letters signed by the Deputy Director, Director, Regional Representative, or their designee will be issued to the employee.

**10.9. Clearance Process** Exiting employees shall be expected to hand over all matters/files and all or any CWS property. They shall be required to fill out and sign necessary documents that relate to clearance before separation from CWS.

**10.10. Handing over Procedures** An employee exiting for any reason must prepare a handover report setting out full details of their work matters stating the status of each file and any pending tasks and issues. Additionally, they must formally hand over any physical files or documents held by them to their supervisors.

Exiting employees should complete an employee clearance checklist form duly signed by the department/unit heads and submit the form to HR for processing final dues.

CWS will make every effort to settle its obligation promptly and may require the employee to clear all outstanding bills, timesheets, and leave requests. Final payment(s) will be made only upon final clearance by the finance department.

An exit interview will be conducted before an employee's notice period expires when he/she is separating from CWS. The interview shall be conducted by the employee via survey, which should be submitted through an approved secure platform to the HR office. Also, a face-to-face exit interview may be conducted by the employee and his/her Department Director or by a member of the HR office. This shall allow CWS to draw lessons from the employee's experience. This informs employee engagement activities to continuously improve the employer brand to benefit existing and potential employees.

**10.11. OUTSTANDING RECEIVABLES.** CWS will recover from the final dues any monies owed to the organization by the exiting employee, as per the law.



**10.12. CERTIFICATE OF SERVICE** A certificate of service will be issued to an employee on termination of their employment, for the period that they worked for CWS. CWS does not issue recommendation letters but may provide confidential reference checks to a hiring organization upon direct request by the organization

## Appendices

### 1. WORKING HOURS

#### Policy: CWS RSC Africa Kenya Overtime

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Africa Executive Leadership
<b>Effective date:</b>	
<b>Scope:</b>	Country Policy - Kenya
<b>Policy content:</b>	Established the conditions under which Overtime will be approved and paid for CWS staff.
<b>Other related documents:</b>	None
<b>Last Updated:</b>	June 2024

#### Purpose

The CWS Africa Kenya Overtime policy defines when overtime will be paid.

#### Policy

Overtime will be limited to work outside of standard/routine CWS work, must be requested and approved in writing, and will only be granted in advance and carefully assessed situations.

Overtime will be compensated to eligible staff at a rate of one and one half (1 ½) times a staff member's basic hourly rate of pay for hours worked over fifty-two (52) hours in the work week. Overtime hours worked on Sundays or public holidays will be compensated at twice the basic hourly rate. Commuting time to/from a worksite or location is not considered work hours.

For staff working in the field on circuit rides or another work assignment, the CWS Rest and Recuperation policy, as detailed in this handbook, has been created to ensure staff is duly compensated for the extra hours accumulated and rigorous work done during such fieldwork. Those on traditional office work are expected to work 37.5 hours per week.

You will continue to be compensated for work on holidays (as defined by holidays in your duty station) by getting paid double time, up to 7.5 hours for non-exempt staff, or a compensatory time off/floating holiday for exempt staff.

Staff on circuit rides or another work assignment outside the country, in countries where Sunday is a working day, are not entitled to double pay if they get a rest day on any other day, depending on the country context. On exceptional circumstances staff who may be required to work on a Sunday while in

Kenya will receive a compensatory rest day on any other working day as agreed upon with the Line Manager.

Staff members holding managerial and senior professional level positions will not be eligible for overtime as they are remunerated well above Kenyan minimum wages, and their remuneration includes a sufficient element to compensate them for overtime.

They, however, are allowed pre-approved compensatory time off when they work during public holidays or on Sundays.

The following staff is entitled to overtime pay:

- All national staff up to Grade 7
- All international staff up to Grade 6

Approval for overtime payment is strictly limited to the CWS senior management team.

#### **Process**

- The staff member will work with their supervisor to get approval before working any overtime hours.

Overtime hours will be accurately recorded on the staff member's timesheet and approved by their supervisor and the appropriate CWS senior management team member as relevant.

Compensation time off for overtime should be utilized within three months; otherwise, the benefit expires.

All hours worked, including overtime, must be recorded in the HR Information System for record purposes.

#### **Flexible Work Arrangements and compressed work week**

##### **Purpose**

The CWS RSC Africa Alternate Working Hours policy allows staff to choose one of three options as their typical working hours. The CWS Africa Regional Leadership Team and/or Senior Programs Teams (SPT) may make changes to the policy based on operational need(s) and/ or regular monitoring and evaluation of the policy.

CWS Kenya staff may choose one of the three options: - 7:00 a.m. to 3:15 p.m., 8:00 a.m. to 4:15 p.m., 9:00 a.m. to 5:15 p.m. Employees may work with their supervisor for a compressed work week within the stipulations below.

Staff must also adhere to the below stipulations:

1. Staff can choose only one option and must be consistent for the entire quarter.
2. Staff will be allowed to revert to the regular working hours (8:00 a.m. – 4:15 p.m.) should they be unwilling and/or unable to carry through with their newly selected hours at their request to the Supervisor.
3. Staff will be permitted to request a temporary schedule change within the quarter based on extenuating circumstances. Such a request should be sent to the Supervisor via email at least five working days in advance, indicating the preferred temporary schedule among the above three options and the preferred beginning/end implementation dates. The minimum period is five working days. Staff

will be expected to return to their originally selected working hours after completing any approved temporary working hours.

4. If staff report late to work without lawful cause or excuse, they must deduct this time from their leave. For example, if my new working hours are 7:00 a.m. – 3:15 p.m. and I arrive at the office at 8:00 a.m., I cannot make up for that hour by working until 4:15 p.m.; rather, I must deduct an hour from my leave.
5. In the event of extra time, staff may be required to add an hour at the beginning or end of the day. For example, if my new working hours are 9:00 a.m. – 5:15 p.m., I may be asked to come in at 8:00 a.m. for an hour of extra time, which will be compensated through compensatory time off.
6. For the 7:00 a.m. and 9:00 am options, staff will be required to notify their Supervisor by 8:00 am and 10:00 am, respectively, if they are not reporting to work. In general, if staff are running late at any point, they should notify their supervisor per the agreed-upon procedure with their supervisor.
7. The Alternate Working Hours policy does not apply when working in the field, on a mission outside Kenya, or during a Nairobi Circuit Ride.
8. Employees may also work on a compressed work week that is reviewed and approved quarterly, by their Group/departmental head. This is where they are allowed to work until noon on Fridays on condition that they have already met their required 37.5 hours per week and where the business operations allow.

**Exceptions:** Staff may be asked to change their typical reporting hours based on meetings, conference calls, training, and other operational needs.

## 2. LEAVE POLICIES

### Policy: CWS Africa Kenya Sick Leave

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Africa Executive Leadership
<b>Effective date:</b>	June 11, 2018
<b>Scope:</b>	Country Policy - Kenya
<b>Policy content:</b>	Outlines procedure for taking sick leave, number of days allotted, the necessary documentation required for sick leave, and abuse of sick leave
<b>Other related documents:</b>	None
<b>Last Updated:</b>	June 2024

#### Purpose

The CWS Africa Kenya Sick Leave Policy explains the number of days allowed for sick leave, outlines the procedure on how sick leave is taken, the communication expected of staff members wishing to take sick leave, and repercussions to be expected when it is established that sick leave is abused. This policy applies to Kenya's national staff.

#### Policy

##### National Leave Accrual

Subject to the paragraph below, national staff members are entitled to a maximum of 30 (thirty) days sick leave with full pay and a maximum of 15 (fifteen) days sick leave with half pay within any twelve months' period of consecutive service – sick leave cycle. The days are standard and equally apply to all staff members and dependents registered under the medical scheme. Sick leave will be accrued on a monthly basis at a rate of 18.75 hours per month or 2.5 days per month.

##### International Leave Accrual

International staff are entitled to a maximum of 12 (twelve) days of sick leave within a period of twelve months consecutive service – sick leave cycle.

##### All Kenya Based Staff

An employee shall accrue full or proportionate sick leave credit for a month, subject to the following criteria:

- a) To accrue sick leave for that month, an employee must be on pay status for at least half of the working hours.
- b) Sick leave shall accrue during leave with pay.
- c) Sick leave for each month shall accrue at the end of the month, except that an eligible terminating employee shall accrue proportionate sick leave through the last day of pay status.
- d) Sick leave shall not accrue for time on pay status more than the full-time working hours in a month.

- e) A regular full-time employee who is on approved leave without pay accrues full sick leave for that month, provided the employee is on pay status for at least half of the working hours of the month.

The entitlement to paid sick leave commences two months after the Employee's entry into the service of the Organization. There is no entitlement to paid sick leave during the first two consecutive months of commencement of employment or service.

No payment will be made for unused sick leave in the event of separation from the Organization.

In cases of continued illness where an employee exhausts the allotted days, annual leave days and unpaid leave may be considered. Such cases are determined at the discretion of the RSC Director or Regional Representative and on a case-by-case basis.

Where an employee falls ill for a continuous period of up to 6 months and has exhausted all leave days, the organization may seek the medical opinion of an independent doctor of its choice who will determine such an employee's fitness to continue in the organization's employment.

An employee determined to be unable to resume duty after this period may be terminated on medical grounds due to physical incapacity.

In some instances, the organization may require a written report from a medical practitioner that clears an employee to carry out his/her duties as outlined in the Job Description.

**All regular staff will be permitted to roll over 60 days of sick leave.**

**Process**

- An employee must notify his/her supervisor via phone call, text message, WhatsApp message, or email of his/her illness or disability by 9:00 a.m. on the first day of absence.
- When an employee falls ill during work hours, i.e., 0800 – 1615 hours, and needs to leave the office/workstation, he/she must inform his/her supervisor before exiting.
- Where an employee is absent for more than a day, i.e., 7.5 hours, a Medical Certificate must be produced as evidence of illness and/or any further days prescribed to be out of office due to the illness.
- Where a Medical Certificate is not provided for an alleged illness exceeding 7.5 hours, the absence shall be unpaid or deducted from annual leave.
- Exceptions can, however, be made when an employee falls ill during working hours and proceeds to take the following day off. **Note: Such cases should be reported to the HR point of contact and are determined depending on the situation.**
- Medical Certificates should be presented at the earliest possible time.
- Photographed or scanned copies of the Medical Certificates can be sent to **the HR Department via email or other provided platforms** while the employee is still on sick leave, but the original copy may be required on the first day back in the office.
- The Medical Certificate issued should be duly signed, dated, and stamped by a qualified medical practitioner. Production of a falsified Medical Certificate is considered an instance of fraud, and the employee found to have produced such a Medical Certificate will undergo disciplinary and/or legal process in accordance with the CWS Fraud Policy and Protocols.
- **Medical Certificates should not be given to Supervisors or Managers.**
- The employee should then account for the days off in the HRIS, and the supervisor should approve the same based on the employee's available sick off balance.

- For sick leave taken on days before or after public holidays, Mondays and Fridays, a medical certificate may be required to justify the absences.
- Where an employee falls ill whilst on vacation, annual leave may be credited, on application, by the number of days that the employee was ill, provided a valid Medical Certificate is submitted.
- The procedures highlighted also apply to employees in the field but are subject to changes depending on circumstances.
- Failure to comply with any or all of the sickness absence procedures, as outlined above, or the giving of false information, may result in the period of absence being disallowed and/or subjected to a disciplinary process.

## Policy: CWS Africa – Kenya Maternity, Paternity, and adoption/parental Leave

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Africa Executive Leadership
<b>Effective date:</b>	October 2, 2017
<b>Scope:</b>	Country policy - Kenya
<b>Policy content:</b>	Eligibility for and administration of maternity and paternity leaves.
<b>Other related documents:</b>	N/A
<b>Last Updated:</b>	June 2024

### Purpose

The CWS Africa – Kenya Maternity, Paternity, and Adoption leave policy establishes the eligibility for leaves associated with childbirth or the placement of a child with an employee in connection with adoption or foster care and the process for requesting and administering such leave.

### Policy

#### Maternity Leave

- A staff member who is the biological mother or designated as the mother will receive ninety (90) days of paid leave for the birth of a child.—The maternity leave benefit includes other paid time off such as vacation, sick, or personal time.
- A maternity leave may be extended beyond ninety (90) days with the consent of CWS through combining with annual and personal leave. A staff member granted an extended maternity leave will use accrued sick, personal, and vacation time while on-leave. No leave extension may exceed ninety (90) days.
- A female employee who experiences a stillbirth or whose child dies after birth is entitled to compassionate leave and the remaining days of her maternity leave.
- A female employee who experiences maternity complications or has a miscarriage will be granted sick leave as per the sick leave policy and as per the doctor's recommendation.
- Staff members will continue to accrue annual leave while on maternity leave.
- A staff member returning to work from maternity leave will return to the same or an equivalent job with no loss of service or other rights or privileges.
- Should the staff member not return to work when released by their physician and/or after the maternity leave, they will be considered to have voluntarily terminated their employment with CWS.

**Surrogacy:** A surrogate mother and the mother receiving the infant shall be entitled to the maternity leave benefit upon birth and receiving the infant, respectively.

## Paternity Leave

A staff member who is the biological father or designated as the father will receive two (2) workweeks or ten (10) workdays of paid leave for the birth of a child or placement of a child in connection with adoption or foster care. The paternity benefit is in addition to other paid time off such as vacation, sick, or personal time.

After paternity leave is exhausted, the staff member may use personal and/or vacation time subject to normal approval processes and dependent on business operational needs.

- In case the mother of the child dies during/after childbirth, leaving an infant of less than three (3) months, the leave will be extended up to a maximum period of three (3) months from the birth date of the child.

This is in addition to compassionate leave as per the compassionate leave policy.

## Process for Maternity and Paternity Leave

- For planning purposes, the female and male employees shall notify the Line Manager of the intended maternity leave and any other anticipated combined leave in good time.
- A female employee may request to commence maternity or annual leave close to the expected delivery date.
- For paternity leave, a male parent whose spouse is due to deliver must request paternity leave in a period not less than three (3) days from the expected delivery date.
- Staff members requesting maternity or paternity leave or extensions to maternity or paternity leave should give no less than seven (7) days notice of their intention to take leave. The request should be in writing and include appropriate documentation from a doctor specifying the leave's estimated start and end times.
- Staff members requesting maternity or paternity leave or extensions to maternity or paternity leave should give no less than seven (7) days notice of their intention to take leave. The request should be in writing and may be required to include appropriate documentation from a doctor specifying the estimated start and end times of the leave depending on the type of leave extension requested.
- Staff members experiencing personal health issues relating to their pregnancy or health issues with a newborn or adoptive or foster child should work with their line management structure and Human Resources on how best to apply this policy and/or related policies in their particular situation.

## Parental leave for the adoption of Children

If a child has been placed under the continuous care and control of an employee, that employee shall be entitled to one (1) month's pre-adoptive leave with full pay from the date of placement of the child.

Before applying for pre-adoptive leave, the employee must notify CWS through the Line Manager and HR (in writing and accompanied by documentary evidence) of the adoptive society's intention to place the child in the employee's custody at least fourteen (14) days before the placement.

Documentary evidence includes a custody agreement between the employee and the adoption society and an exit certificate.

Upon providing evidence of adoption of a child, the following shall apply to an employee who is the primary caregiver of the adopted child:

- a) An employee who is adopting a child who is below and up to three (3) months old is entitled to adoption leave of three (3) months.
- b) Any employee who is adopting a child between the age of three (3) months to three (3) years, adoption leave entitlement will be (2) months.
- c) Any employee who is adopting a child between the age of three (3) years to seventeen (17) years, adoption leave entitlement will be one (1) month.
- d) The non-primary caregiver will be entitled to two weeks of adoption leave, similar to paternity leave.

The employer will require evidence that the employee is the primary caregiver.

**Procedure:**

- a) In the case of parental leave for the purpose of adopting a child a staff member may choose to start the leave on the date of placement of the child or within a period of not more than 14 days before the placement date.
- b) An application for parental leave for adoption purposes must be submitted in writing to the Line Manager with a copy to HR Eight (8) weeks before the intended leave commences. If this is not possible, the notice should be immediately upon receiving confirmation of the child's placement date.
- c) To qualify for adoption, and leave, an employee must:
  - i. Provide written confirmation of the adoption, e.g., a 'matching certificate' or an exit certificate from the adoption agency.
  - ii. Be newly matched with a child for adoption by an adoption agency (adoption leave is not available in circumstances where a child is not newly matched for adoption, e.g., when a stepfather adopts his partner's child).
  - iii. Provide written confirmation of the child's age, i.e., birth certificate.

## Policy: CWS Africa Kenya Compassionate Leave

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Africa Executive Leadership
<b>Effective date:</b>	October 2, 2017
<b>Scope:</b>	Country Policy - Kenya
<b>Policy content:</b>	Establishes the conditions under which Compassionate Leave will be granted and the duration of such leaves.
<b>Other related documents:</b>	SOP for requesting Compassionate Leave; Annual Leave policy
<b>Last Updated:</b>	June 2024

### Purpose

The CWS Africa Kenya Compassionate Leave policy grants paid time off in addition to other forms of paid time off in the case of death or serious illness of specified family members.

### Policy

An employee may be given Compassionate Leave in case of a designated family member's death or serious illness. Compassionate Leave will be granted per event.

Compassionate Leave will be granted as follows:

Covered Family Member		Days Allowed
Immediate Family:	<ul style="list-style-type: none"> <li>• Legal Spouse/domestic partner</li> <li>• Parents</li> <li>• Children (biological or adopted)</li> <li>• Brother or Sister</li> </ul>	5 working days
Extended Family:	<ul style="list-style-type: none"> <li>• Mother-in-law/father-in-law (mother or father or legal spouse)</li> <li>• Direct grandparents to employee</li> </ul>	Up to 3 Days 3 days
Other Relatives: Any other relative not listed above.		1 Day

Staff who wish to take additional time above the Compassionate Leave allowed for their situation may use annual leave or other paid time off with the approval of their supervisor.

### Process

- The staff member will request compassionate Leave from the Supervisor and provide the required supporting documentation before starting the leave. Where this is not possible, the employee shall inform the employer through the supervisor and/or HR within twenty-four (24) hours.

- The staff member will work with their supervisor and Human Resources to determine the appropriate time off needs.

### **Policy: CWS Africa Kenya Rest and Recuperation**

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Africa Executive Leadership
<b>Effective date:</b>	October 2, 2017
<b>Scope:</b>	Country Policy – Kenya
<b>Policy content:</b>	Establishes the process for accruing and using rest and recuperation days.
<b>Other related documents:</b>	CWS/RSC Holiday Schedule
<b>Last Updated:</b>	June 2024

In the case of other relatives: an employee wishing to take leave within this category must discuss the need in advance with their supervisor. It will be at the supervisor's discretion whether to approve for leave or not.

#### **Purpose**

The CWS Africa Kenya Rest and Recuperation policy provides additional paid days off for non-management staff who work in positions that require overnight travel outside of Nairobi. This policy accommodates the need for different Rest and Recuperation schemes based on business and funder requirements. This policy is subject to compliance with all governing employment laws in Kenya.

#### **Policy**

Eligible staff will accrue up to a maximum of five (5) rest and recuperation days according to the following schedule:

*	Consecutive Nights in the Field	Rest and Recuperation Days Accrued
	Less than 14 nights	No R & R accrued
	14-28	1
	29 - 56	2
	57- 70	3
	71 - 84	4
	85+	5

Rest and Recuperation days must be taken within thirty (30) days of accrual. Staff will work with their supervisor to schedule Rest and Recuperation days as earned. Unused Rest and Recuperation days will not be paid out in cash or banked and will be forfeited if not used within thirty (30) days of accrual. If staff cannot use Rest and Recuperation days within thirty (30) days of accrual at the request of Church World Service, the Director may allow an extension.

#### **ARDU Team**

The above policy also applies to ARDU staff. ARDU staff deployed to the UNHCR offices in Nairobi will not accrue Rest and Recuperation days. ARDU staff may only use Rest and Recuperation days in the field under unusual circumstances and only if agreed upon by the unit manager and UNHCR.

#### **Public Holidays**

Staff will follow the CWS Africa published holiday calendar, specific to the permanent work location/country. If a staff member works on a CWS Africa holiday while in the field, they will be compensated per the CWS Handbook. Staff working outside their respective country of employment on a national holiday for that specific country will be expected to work on that holiday unless the country law mandates a non-work day. Any exceptions must be approved by the Director.

#### **Process**

- Tracking of Rest and Recuperation days will be coordinated by the Line Management and Human Resources.
- Staff members will work with their supervisors to schedule Rest and Recuperation days.

This policy does not apply to business travel in the United States.

## Policy: CWS Africa Kenya Leave Without Pay

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Africa Executive Leadership
<b>Effective date:</b>	October 2, 2017
<b>Scope:</b>	Country Policy - Kenya
<b>Policy content:</b>	Establishes the conditions under which Leave Without Pay will be granted and the duration of such leaves.
<b>Other related documents:</b>	SOP for requesting Unpaid Leave
<b>Last Updated:</b>	June 2024

### Purpose

The CWS Africa Kenya Leave Without Pay policy grants unpaid time off in exceptional circumstances after other forms of paid time off are exhausted.

### Policy

Staff may be given Leave Without Pay in exceptional circumstances and only if their annual leave or other appropriate forms of paid time off have been exhausted. Examples of exceptional circumstances include, but are not limited to, serious personal illness or serious illness or death of a family member; unforeseen or significant personal or family situations requiring travel out of the country; property damage or catastrophic events. Leave Without Pay may be granted for up to thirty (30) days total within a twelve (12) month period at the discretion of the RSC Director/Regional Representative.

Staff on Leave Without Pay will not accrue annual leave while on Leave but will retain their insurance coverage as allowed by the insurance plan contract.

### Process

- The staff member will request a Leave Without Pay and provide required supporting documentation, as appropriate.
- The staff member will work with their supervisor and Human Resources to determine the appropriate time off needs.
- Leave will only be approved by the designated Director.

## Policy: CWS Africa Kenya Breastfeeding Accommodation

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Africa Executive Leadership
<b>Effective date:</b>	October 2, 2017
<b>Scope:</b>	Country Policy - Kenya
<b>Policy content:</b>	Establishes the accommodations for breastfeeding staff
<b>Other related documents:</b>	Forms, other related policies
<b>Last Updated:</b>	June 2024

### Purpose

The CWS Africa Kenya Breastfeeding Accommodation policy is established to support staff members who wish to express breast milk or breastfeed during the workday when separated from their new-born children.

### Policy

- Breastfeeding staff will be entitled to one hour during each workday to express breast milk or breastfeed until their child reaches one (1) year.
- The schedule for expressing breast milk will be arranged and agreed upon with the staff member's supervisor and can be temporarily adapted to accommodate work scheduled in the field, if necessary. Every effort will be made to adjust workloads to accommodate time for expressing breast milk or breastfeeding without impacting organizational commitments to other staff members, donors, or beneficiaries.
- Unused hours for expressing breast milk will not be carried over.
- A private room or space for staff wishing to express breast milk will be provided.
- Where possible, refrigerator space will be available for staff members who wish to store breast milk for the day. Staff members storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

### Process

- The staff member will meet with their supervisor to determine an appropriate schedule that balances the staff member's needs with the operation's.
- The agreed-upon schedule and any changes will be summarized in writing.

### 3. Recruitment and Compliance Policies

#### **Policy: Family and Personal Relationship Disclosure Policy and Form**

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Africa Executive Leadership
<b>Effective date:</b>	
<b>Scope:</b>	Country Policy - Kenya
<b>Policy content:</b>	Details the conflict-of-interest family and personal relationship disclosure policy
<b>Other related documents:</b>	Family and personal relationship disclosure form
<b>Last Updated:</b>	June 2024

#### **Purpose**

Working with CWS AFRICA means we are expected to work outside interests that might influence our judgment or decisions. As such, employees or candidates need to declare relationships with individuals that could be perceived as creating a conflict of interest or unfair advantage.

#### **Policy**

Relatives or people with close personal relationships can only be hired into separate departments with separate management supervision to minimize problems of supervision, safety, security, or morale.

All employees and candidates for employment should disclose relationships with family members working for Church World Services. All employees are required to sign a *Family Disclosure form*.

You are required to identify any types of relatives employed within CWS AFRICA at any location, Program, or Department. They may include but are not limited to brother, cousins (first and second), daughter, domestic Partner, in-laws, parent Spouse, son, sister, and close personal relation

If you have no relatives or close personal friends within the organization, please complete the personal identification section of the form and then write "Nil" or "None" in the section for identifying family members and close personal friends employed by CWS AFRICA.

Please be reminded that any misrepresentation or omission of relevant information could result in disciplinary action, including dismissal.

The form will be included as a part of your personnel records. Family and Personal Relationship Disclosure form

Name of the Candidate/ Employee	Position		Duty Station	
Name/s of direct family member/s personal relation working for CWS AFRICA	Relationship	Program/ Department/Unit	Position	Location

I certify that the information/statement is true, complete, and correct to the best of my knowledge. I understand misrepresentation or material omission made on a personal history or other document requested renders a staff member to disciplinary measures up to and including dismissal.

\_\_\_\_\_  
Employee/Candidate Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**Received in HR by:**

\_\_\_\_\_  
Employee/ Signature

\_\_\_\_\_  
Date

## Policy: CWS Africa Secondment Assignment Policy

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Executive Leadership
<b>Effective date:</b>	November 2023
<b>Scope:</b>	Country Policy - Kenya
<b>Policy content:</b>	Establishes the policy and procedure for the appointment of staff into a secondment assignment
<b>Other related documents:</b>	Forms, other related policies
<b>Last Updated:</b>	

### Purpose

The CWS Africa secondment assignment policy establishes the policy and process for appointing staff to a secondment assignment outside their duty station country.

### Policy

In certain circumstances, employees may be seconded to support another office within CWS. This is different from a circuit ride.

All employees with more than 12 continuous months of service who have passed probation in their current role, are not on performance improvement plan or under disciplinary action/process are eligible for secondment. Selection for secondment will depend on skills match, availability, immigration regulations, the speed of deployment required, and approval from the Regional Representative/RSC Director and the Country representative of the receiving office or designee.

A TOR illustrating the duties and responsibilities for the assignment will be developed, and a secondment letter will be issued to the secondee. Insurance cover must be in place to cover the secondee in the receiving office. The agreement must comply with the local immigration requirements.

The sending office will maintain the seconded employee in its payroll and pay taxes, social security, and other statutory and applicable benefits schemes. The employee will also be supported to cater for their meals and incidentals (MIE) as per the MIE policy and procedure.

The receiving office will facilitate the following: Provision of transport to and from office, housing, and utilities, including furnishings (hard and soft).

## Policy: CWS Africa Acting Assignment Policy

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Executive Leadership
<b>Effective date:</b>	November 2023
<b>Scope:</b>	Country Policy - Kenya
<b>Policy content:</b>	Establishes the policy and procedure for the appointment of staff into an acting assignment
<b>Other related documents:</b>	Forms, other related policies
<b>Last Updated:</b>	

### Purpose

The CWS Africa acting assignment policy establishes the policy and process for a staff member's appointment to an acting assignment.

### Policy

CWS management shall endeavor to ensure that any vacant core positions are filled within a reasonable time. However, if this is not possible, a staff member may receive a formal written request to act in a position at a higher level than the position they are occupying when the request is made. Staff who accept these formal requests will receive an acting allowance.

Acting allowance does not apply to short periods of cover below one month. Acting opportunities should generally be for periods not exceeding 6 months but can be extended up to 12 months under exceptional and justifiable circumstances.

An acting allowance will be paid through payroll and charged as part of the total employment cost.

### Process

An employee will receive an acting letter and a Terms of Reference or Job Description in writing from the Regional Representative, RSC Director, Country Representative, or designee, indicating the position and grade acted for, effective date, and duration.

The acting allowance shall be payable after one full calendar month of acting and will be monthly based on the amount of the promotional increase the individual would have received if they were permanently promoted.

The length of the acting period cannot exceed the remaining duration of the employee contract.

## Policy: CWS Africa Responsibility Allowance

<b>Policy Owner:</b>	Human Resources
<b>Authorizer:</b>	CWS Executive Leadership
<b>Effective date:</b>	November 2023
<b>Scope:</b>	Country Policy - Kenya
<b>Policy content:</b>	Establishes the policy and procedure for staff taking on additional responsibilities at work.
<b>Other related documents:</b>	Forms, other related policies
<b>Last Updated:</b>	

### Purpose

The CWS Africa acting assignment policy establishes the policy and process for allocating additional responsibilities to employees, equating to more than 5% of the employee's time at work.

### Policy

Under extraneous circumstances, an employee may be appointed by the Regional Representative, RSC Director, Country Representative, or designee to undertake responsibilities in addition to their regular responsibilities. This may be occasioned by a temporary workload increase due to a staffing gap for a position that is on a literal level as the employee's current role. Such an employee will be entitled to a responsibility allowance of 10% of the monthly salary paid every month.

An employee will receive an additional responsibility letter and a written Terms of Reference or Job Description from the Regional Representative, RSC Director, Country Representative, or designee, indicating the additional responsibilities, workload, effective date, and duration.

The responsibility allowance additional allocation of salary shall be payable after one full calendar month of taking on the additional responsibilities and will be monthly based on a rate of an additional 10% of the employee's monthly salary in their full-time role.

#### 4. CWS Code of Conduct Policy

Title:	Code of Conduct
Type:	Board
Reason for Policy:	Contract or Grant Requirements Regulatory Reasons
Coverage*:	CWS Worldwide Board Consultants Contractors Vendors Interns Volunteers
Policy and Procedure Adjacencies:	Anti-Human Trafficking Policy Child Safeguarding Policy Non-Discrimination and Anti-Harassment Policy Non-Discrimination Regarding the Provision of Programs and Services Policy Prevention of Sexual Exploitation and Abuse Policy US Employee Handbook Complaints and Grievances Procedure Accountability to Affected Populations Guidelines
Policy Steward:	Vice President, People and Culture
Reviewed by Prior to Approval:	Senior Director, Human Resources Director, Program Compliance Director, Procurement Senior Child, Protection and Welfare Specialist Senior Director, US Programs Legal Executive Leadership Team Chief of Staff President and Chief Executive Officer Governance Committee
Approved By:	Board
Frequency of Review:	3 years
Date Approved:	February 5, 2011 September 2016 October 26, 2016 March 2022
Date Reviewed (with no change):	
Implementation Date(s):	March 2022

*1. Policies and procedures that apply to consultants, contractors, or vendors may be applied directly as CWS policies or, in some cases, by the other party having their own similar policy. This will be specified in written agreements with other parties*

### **1. Introduction**

Members of the ACT Alliance have a common commitment to prevent sexual exploitation and abuse, fraud and corruption, and abuse of power. As a member of the ACT Alliance, CWS is responsible for upholding and promoting the highest ethical and professional standards in its work.

CWS management has a responsibility to ensure that all staff are aware of this Code of Conduct, understand what it means in concrete behavioral terms, and understand how it applies to their program context. Two CWS guidance documents, these guidelines<sup>2</sup> and the ACT Guidelines for Complaints Handling and Investigations (2010), support the dissemination of this Code.

Annex B provides definitions of key terms used in this policy document.

### **2. Purpose**

The main purpose of the CWS Code of Conduct is to promote greater accountability among the people with whom we work in our humanitarian and development programs. The Code seeks to protect staff, as well as every adult and child with whom we work, from abuse by individuals or groups within CWS and its partners. The Code is intended to guide CWS staff to make ethical decisions in their professional lives and, at times, in their private lives.

### **3. Scope**

The CWS Code of Conduct applies to all CWS staff, including temporary personnel such as consultants and volunteers in CWS programs. This document will use "staff" for all full-time and temporary CWS personnel.

All CWS offices are encouraged to promote the spirit and principles of the CWS Code of Conduct among their partner organizations.

The Code of Conduct shall be signed yearly by all CWS staff. All staff are responsible for ensuring that the Code is complied with.

### **5. CWS Code of Conduct**

The CWS Code of Conduct outlines the key responsibilities of all CWS staff in relation to respect for the welfare and rights of the people with whom they work in the development and humanitarian context. The Code is designed to assist staff to better understand the obligations placed upon their conduct as to prevent the following: Sexual Exploitation and Abuse (SEA), all forms of harassment, fraud and corruption, security breaches, conflict of interest, and unethical business practices.

---

<sup>2</sup> This document is an adaptation of the revision of the December 2008 ACT International "Guidelines for compliance and complaints mechanisms - code of conduct on sexual exploitation, abuse of power and corruption for ACT International Alliance staff members".

Therefore, all CWS staff shall at all times:

- Respect and promote fundamental human rights<sup>3</sup> without discrimination.
- Treat all communities with whom we work -- including crisis-affected populations, Internally Displaced Persons (IDPs), and refugees -- fairly and with respect, courtesy, dignity, and according to International Laws and Standards.<sup>4</sup>
- Promote the implementation of the CWS Code of Conduct by contributing towards the creation and maintenance of an environment that prevents sexual exploitation and abuse, abuse of power, and corruption.
- Report immediately any knowledge, concerns, or substantial suspicions of breaches of the Code to her/his line manager and/or senior management of the CWS office or department (or following procedures established by complaints mechanisms), who is expected to take prompt investigative action.
- Be aware that knowingly withholding or failing to disclose information about any reports, concerns, or substantial suspicions of breaches of this Code of Conduct constitutes grounds for disciplinary measures, up to and including termination.
- Feel protected by CWS's commitment to providing a safe environment through which to voice a concern without fear of reprisal or unfair treatment, as articulated in the CWS Complaints Policy and Disciplinary Procedures 2010.
- Uphold the highest standards of accountability<sup>5</sup>, efficiency, competence, integrity, and transparency in the provision of goods and services in the execution of their job.
- When requested, cooperate with any investigation into alleged breaches related to this Code.

---

<sup>3</sup> As set out, for example, in the Universal Declaration of Human Rights, 1948.

<sup>4</sup> Standards include for example the Code of Conduct for The International Red Cross and Red Crescent Movement and NGOs in Disaster Relief and the Sphere Standards (<http://www.spheredproject.org/>)

<sup>5</sup> This includes professional conduct in relations to accountable and transparent organization procedures in relation to finances, governance, and management as well as adhering to international standards such as those noted in footnote 4 above.

#### 4 SEXUAL EXPLOITATION AND ABUSE

Sexual exploitation and abuse is one form of Gender-Based Violence. CWS recognizes that Sexual Exploitation and Abuse can occur in any development or humanitarian setting. In humanitarian crises, however, the dependency of affected populations on humanitarian agencies for their basic needs creates an additional ethical responsibility and duty of care for all CWS staff.

To protect CWS stakeholders in all situations, CWS staff shall, while on duty and off duty:

- Understand that sexual exploitation and abuse by staff involved in development and humanitarian work constitute gross misconduct and are, therefore, grounds for immediate termination of employment.<sup>7</sup>
- Never engage in any sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Sexual activity with children is prohibited within CWS. Mistaken belief in the age of a child is not a defense.
- Not accept, solicit, or engage in the "buying" of or profiting from sexual services. This applies to CWS staff both within and outside of working hours.
- Never exploit the vulnerability of any target group in the context of development and humanitarian work or allow any person/s to be put into compromising situations.
- Know that the exchange of money, employment, goods, or services for sex, including sexual favors or forms of humiliating, degrading, or exploitative behavior, is prohibited. This includes the exchange of assistance that is due to beneficiaries.
- Never abuse a position to withhold development or humanitarian assistance or give preferential treatment to solicit sexual favors, gifts, payments of any kind, or advantage.
- Given the increased vulnerability of populations in crisis situations, staff are prohibited from engaging in sexual relationships with members of crisis-affected populations since such relationships are based on inherently unequal power dynamics and undermine the credibility and integrity of humanitarian aid work.
- When working with children, avoid actions or behaviors that may constitute poor practice and never act in ways that may place a child at risk of abuse. (Adhere to CWS Child Safeguarding Policy.)
- In countries in which CWS undertakes long-term development work, an employee who engages in a long-term sexual relationship with a member of the community which is benefiting from a CWS program, and/or with another employee, is encouraged to inform his or her manager about the relationship to prevent the perception of a conflict of interest.

CWS promotes the integration of a gender-sensitive perspective into efforts to effectively prevent and respond to sexual abuse and exploitation.

<sup>6</sup> See ACT Guidelines on the prevention of SEA 2008, revised 2010. For tools and resources in support of prevention of SEA.

<sup>7</sup> In countries where it is a legal obligation to report allegations of child abuse or sexual assault to the national police, CWS management should take into consideration whether, how and when to inform national authorities.

#### **4.2 HARASSMENT**

CWS staff shall never commit any act or form of harassment as it results in physical, sexual or psychological harm or suffering to individuals. CWS does not tolerate any form of workplace violation such as harassment (including sexual, gender, and racial harassment), bullying, and discrimination, that is, any unwelcome comment or behavior that is offensive, demeaning, humiliating, derogatory, or any other inappropriate behavior that fails to respect the dignity of an individual.

Therefore, all CWS Staff shall:

- Treat everyone with dignity and respect in the workplace. Speak with civility and kindness, listen carefully, and consider others' wellbeing.<sup>8</sup>
- Never commit any act or form of harassment as it causes physical, sexual, psychological, or emotional harm or suffering to individuals.
- Never engage in any behavior, deliberate or otherwise, that makes the recipient feel persecuted, vulnerable, and powerless.
- Understand what constitutes harassment, recognize early signs of sexual, gender, and racial harassment (among others), and take swift action to prevent and resolve.
- Understand what constitutes bullying, empower staff affected by it, develop strategies for reducing and stopping it, and take necessary disciplinary action against those found to have committed an act or form of harassment.
- Violent, harassing, or discriminatory behavior directed toward another person in the workplace or in the communities with which CWS works is unacceptable and shall not be tolerated.

---

<sup>8</sup> This includes communities with whom CWS works.

**4.3. Romantic Relationship in the Workplace** CWS strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interaction is most effective for conducting business and enhancing productivity. Although this Code of Conduct does not prevent the development of friendships or romantic relationships between co-workers, it establishes boundaries regarding how relationships are conducted during working hours and within the working environment.

Under no circumstances may an employee be involved in a romantic or sexual relationship with a client receiving services from CWS. Employees are prohibited from dating clients and may be disciplined for such actions, up to and including termination of employment.

An employee involved in a romantic relationship with another may not occupy a position in the same department as, work directly for, or supervise the employee with whom he or she is involved.

CWS reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in personal, romantic, or sexual relationships that may affect the terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination of employment.

When a conflict or the potential for conflict arises because of a romantic relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the relationship to the department director, manager, or human resources.

When a conflict or potential conflict affecting terms and conditions of employment arises because of the relationship, the individuals concerned will be allowed to decide who will be transferred to another position or terminated if no position is available. If no decision is made within 30 calendar days of the offer to resolve the situation, CWS will determine who will be transferred or, if necessary, terminated from employment.

#### **4.4 Fraud And Corruption**

CWS has a zero-tolerance approach to fraud and corruption as articulated in its 2009 Anti-Fraud and Corruption Policy (see Annex B for definitions). CWS staff shall never take advantage of their position when working with communities, partners, or other CWS stakeholders. Therefore, CWS staff shall:

- Promote a culture of honesty and openness among CWS staff and management.
- Be transparent in all work-related financial transactions.
- Never steal, misuse, or misappropriate funds or property, ensuring that financial and other resources are used solely for the intended purposes. This applies also to any other income generated such as any interest received/earned on the funds.
- Protect all information accessed during the course of their employment with CWS and comply with all controls established by CWS regarding the use of information.
- Avoid disclosing confidential information to unauthorized persons without appropriate consent of CWS except as permitted under applicable CWS policy and/or Federal, State, and Local laws.

- Never engage in “non-arm’s length transactions,”<sup>9</sup> fake documents or check forgery, money laundering, taking of commissions, and influencing tender process for improper benefit and theft.
- Create a work environment where communities and staff can safely and confidently raise and report all serious concerns about suspected fraud and corruption.
- Never knowingly support individuals or entities involved in illegal activities.
- Never deliberately destroy, falsify, alter, or conceal evidence material to an investigation or make false statements to investigators to materially influence or impede investigations into corrupt, fraudulent, coercive, or collusive allegations.
- Conduct all business in accordance with internationally accepted practices and procedures and uphold the highest standards of accountability and transparency in relation to finances, management, and governance, where relevant.

---

<sup>9</sup> The arm’s length principle is the condition that the parties to a transaction are independent and on an equal footing. Such a transaction is known as an “arm’s-length transaction.”

#### 4.5 Unethical Business Practices

CWS promotes moral and ethical business practices. Therefore, all CWS staff shall:

- Always follow transparent, accountable, and honest practices when receiving cash donations from the public ear-marked for humanitarian or development purposes.
- Never use or accept a bribe for money, goods and or services to secure a contract for services when dealing with suppliers in any development or humanitarian work.
- Never take part in activities that generate personal, organizational, or collective profit, such as buying or selling, when such activities may affect or appear to affect CWS' credibility or integrity.
- Never share in the profits or budget leftovers as kickbacks, cuts, or discounts for personal or organizational benefits.
- Declare any known or potential conflicts of interest to their employer (e.g., direct relationship with service providers, vendors, or suppliers of goods for the CWS program).
- Never accept any gifts or other favors that may influence the performance of staff functions or duties. Gifts are defined as, but not limited to, services, travel, entertainment, and material goods, among others. To respect National and local traditions and conventional hospitality allow minor token gifts such as pens, calendars, desk diaries, etc.
- Never use illegal labor, child labor, or forced labor in any work area.
- Always pay compulsory State taxes and comply with national business law and international standards.
- Always strive for the highest health, safety, and environmental standards in all program work.
- Ensure, where possible, that goods purchased are produced and delivered under conditions that do not involve the abuse or exploitation of any persons and have the least negative impact on the environment.
- Never use or distribute known unsafe products or supplies in any development or humanitarian setting.

#### 4.6 Security Breaches

CWS places the security and safety of all staff and those with whom we work as a top priority and will strive to do all that it reasonably can to ensure that staff are secure as they do their work. Security is an individual as well as an organizational responsibility, therefore all CWS staff shall:

- Adhere to the CWS security principles and guidelines.<sup>10</sup>

- Never use or possess weapons or ammunition while on duty.<sup>11</sup>
- Never drive a vehicle while under the influence of alcohol or any illegal substance, and comply with the laws of the country in which they are working in relation to both.

## **5. Complaints And Disciplinary Procedures**

Violation of this Code of Conduct will not be tolerated and may, in accordance with relevant legislation, lead to internal disciplinary actions, dismissal, or even criminal prosecution.

Each staff member of CWS is responsible for handling and responding to any allegations of misconduct received from stakeholders. CWS has established systems for investigating, recording, and dealing with misconduct. Complaints are investigated promptly while maintaining discretion and confidentiality and protecting the rights of all individuals involved. Breaches of the Code of Conduct shall be reported immediately to senior management.

Those who wish to lodge a complaint about an alleged breach of the Code by a member of CWS staff should lodge their complaint as soon as possible after s/he becomes aware of the concern.

The complaint may be lodged through the following:

Email: [ComplianceHotline@cwsglobal.org](mailto:ComplianceHotline@cwsglobal.org) USA and Canada (English): 855-670-0080 USA and Canada (Spanish): 800-216-1288 Canada (French): 855-725-0002  
Mexico (Spanish): 01-800-681-5340  
All other countries: 800-603-2869 (must dial country access code first. [Click here](#) for access codes and dialing instructions)  
Via Web: [www.lighthouse-services.com/cwsglobal](http://www.lighthouse-services.com/cwsglobal)

Toll-free numbers and additional country-specific links are available in Annex A.

Any CWS staff person purposely making false accusations about any action by another CWS staff member that is in breach of the Code of Conduct will be subject to disciplinary action, up and including termination of employment

---

10 please refer to the Security Handbook and the complementary Principles of Safety and Security.

11 In exceptional cases of high insecurity, CWS staff may contract armed external security services. However, regular CWS house guards with individual CWS contracts are expected to be unarmed CWS personnel.

**ANNEX A**


Primary Website: [www.lighthouse-services.com/cwsglobal](http://www.lighthouse-services.com/cwsglobal)

Language Abbreviation	Language Name	Direct URL
ara	Arabic	<a href="http://www.lighthousegoto.com/cwsglobal/ara">www.lighthousegoto.com/cwsglobal/ara</a>
ben	Bengali	<a href="http://www.lighthousegoto.com/cwsglobal/ben">www.lighthousegoto.com/cwsglobal/ben</a>
csm	Chinese (Simplified)	<a href="http://www.lighthousegoto.com/cwsglobal/csm">www.lighthousegoto.com/cwsglobal/csm</a>
ctr	Chinese (Traditional)	<a href="http://www.lighthousegoto.com/cwsglobal/ctr">www.lighthousegoto.com/cwsglobal/ctr</a>
cze	Czech	<a href="http://www.lighthousegoto.com/cwsglobal/cze">www.lighthousegoto.com/cwsglobal/cze</a>
dan	Danish	<a href="http://www.lighthousegoto.com/cwsglobal/dan">www.lighthousegoto.com/cwsglobal/dan</a>
dut	Dutch	<a href="http://www.lighthousegoto.com/cwsglobal/dut">www.lighthousegoto.com/cwsglobal/dut</a>
eng	English	<a href="http://www.lighthousegoto.com/cwsglobal/eng">www.lighthousegoto.com/cwsglobal/eng</a>
fil	Filipino	<a href="http://www.lighthousegoto.com/cwsglobal/fil">www.lighthousegoto.com/cwsglobal/fil</a>
fin	Finnish	<a href="http://www.lighthousegoto.com/cwsglobal/fin">www.lighthousegoto.com/cwsglobal/fin</a>
fre	French	<a href="http://www.lighthousegoto.com/cwsglobal/fre">www.lighthousegoto.com/cwsglobal/fre</a>
geo	Georgian	<a href="http://www.lighthousegoto.com/cwsglobal/geo">www.lighthousegoto.com/cwsglobal/geo</a>
ger	German	<a href="http://www.lighthousegoto.com/cwsglobal/ger">www.lighthousegoto.com/cwsglobal/ger</a>
gre	Greek	<a href="http://www.lighthousegoto.com/cwsglobal/gre">www.lighthousegoto.com/cwsglobal/gre</a>
heb	Hebrew	<a href="http://www.lighthousegoto.com/cwsglobal/heb">www.lighthousegoto.com/cwsglobal/heb</a>
hin	Hindi	<a href="http://www.lighthousegoto.com/cwsglobal/hin">www.lighthousegoto.com/cwsglobal/hin</a>
hun	Hungarian	<a href="http://www.lighthousegoto.com/cwsglobal/hun">www.lighthousegoto.com/cwsglobal/hun</a>
ind	Indonesian	<a href="http://www.lighthousegoto.com/cwsglobal/ind">www.lighthousegoto.com/cwsglobal/ind</a>
ita	Italian	<a href="http://www.lighthousegoto.com/cwsglobal/ita">www.lighthousegoto.com/cwsglobal/ita</a>
jpn	Japanese	<a href="http://www.lighthousegoto.com/cwsglobal/jpn">www.lighthousegoto.com/cwsglobal/jpn</a>
kor	Korean	<a href="http://www.lighthousegoto.com/cwsglobal/kor">www.lighthousegoto.com/cwsglobal/kor</a>
lav	Latvian	<a href="http://www.lighthousegoto.com/cwsglobal/lav">www.lighthousegoto.com/cwsglobal/lav</a>
may	Malay	<a href="http://www.lighthousegoto.com/cwsglobal/may">www.lighthousegoto.com/cwsglobal/may</a>
nor	Norwegian	<a href="http://www.lighthousegoto.com/cwsglobal/nor">www.lighthousegoto.com/cwsglobal/nor</a>
pol	Polish	<a href="http://www.lighthousegoto.com/cwsglobal/pol">www.lighthousegoto.com/cwsglobal/pol</a>
por	Portuguese	<a href="http://www.lighthousegoto.com/cwsglobal/por">www.lighthousegoto.com/cwsglobal/por</a>
rum	Romanian	<a href="http://www.lighthousegoto.com/cwsglobal/rum">www.lighthousegoto.com/cwsglobal/rum</a>
rus	Russian	<a href="http://www.lighthousegoto.com/cwsglobal/rus">www.lighthousegoto.com/cwsglobal/rus</a>

lo	Slovak	<a href="http://www.lighthousegoto.com/cwsglobal/slo">www.lighthousegoto.com/cwsglobal/slo</a>
som	Somali	<a href="http://www.lighthousegoto.com/cwsglobal/som">www.lighthousegoto.com/cwsglobal/som</a>
spa	Spanish	<a href="http://www.lighthousegoto.com/cwsglobal/spa">www.lighthousegoto.com/cwsglobal/spa</a>
swe	Swedish	<a href="http://www.lighthousegoto.com/cwsglobal/swe">www.lighthousegoto.com/cwsglobal/swe</a>
tha	Thai	<a href="http://www.lighthousegoto.com/cwsglobal/tha">www.lighthousegoto.com/cwsglobal/tha</a>
tur	Turkish	<a href="http://www.lighthousegoto.com/cwsglobal/tur">www.lighthousegoto.com/cwsglobal/tur</a>
ukr	Ukrainian	<a href="http://www.lighthousegoto.com/cwsglobal/ukr">www.lighthousegoto.com/cwsglobal/ukr</a>
vie	Vietnamese	<a href="http://www.lighthousegoto.com/cwsglobal/vie">www.lighthousegoto.com/cwsglobal/vie</a>

**Toll-Free Telephone:**

**Direct Dial**

English-speaking USA and Canada: **855-670-0080**

Spanish-speaking USA and Canada: **800-216-1288**

French-speaking Canada: **855-725-0002**

Spanish speaking Mexico: **01-800-681-5340 AT&T USA Direct**

For all other countries: **800-603-2869** (must dial country access code first [click here](#) for access codes and dialing instructions)

**E-mail:** [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (must include company name with report)

**Fax:** (215) 689-3885 (must include company name with report)

## ANNEX B: KEY TERMS AND DEFINITIONS

**Abuse of power.** Abuse of power includes any abusive behavior (physical, psychological, sexual or emotional) by a person in a position of authority and trust against someone in a position of vulnerability and/or dependency.

**Bullying.** Is aggression expressed psychologically and emotionally rather than physically? The term is used to describe a repeated pattern of negative, intrusive, violating behavior against one or more targets and comprises constant trivial fault-finding criticism, refusal to value and acknowledge, undermining, discrediting, and a host of other behaviours.<sup>12</sup>

**Complainant.** The person making the complaint, including the alleged survivor of the sexual exploitation and abuse or another person who becomes aware of the wrongdoing.

**Discrimination** means exclusion, treatment, or action against an individual based on social status, race, ethnicity, color, religion, gender, sexual orientation, age, marital status, national origin, political affiliation, or disability.

**Corruption.** Is the “offering, giving, soliciting or acceptance of an inducement or reward which may improperly influence the action of any person”

**Fraud.** It is an intentional distortion, deceit, trickery, and perversion of truth or breach of confidence relating to an organization's financial, material, or human resources, assets, services, and/or transactions, generally for the purpose of personal gain or benefit. Fraud is a criminal deception or using false representations to gain an unjust advantage.

**Harassment.** Harassment means any unwelcome comment or behavior that is offensive, demeaning, humiliating, derogatory, or any other inappropriate behavior that fails to respect an individual's dignity. Harassment can be committed by or against any member of the community with whom we work, partners, employees, vendors, or other individuals visiting or doing business with an agency (see definition of sexual harassment further below).

**Minor.** A person under age 18 (a child according to the definition in the Convention for the Rights of the Child).

**Gender-based violence (GBV).** “Any harm perpetrated against a person's will that hurts the physical or psychological health, development, and identity of the person, and that is the result of gendered power inequities that exploit distinctions between males and females, among males and females. Although not exclusive to women and girls, GBV principally affects them across all cultures. Violence may be physical, sexual, psychological, economic, or socio-cultural.”<sup>13</sup> Gender-based violence may manifest in numerous ways: domestic violence, battering, rape and marital rape, female genital mutilation, torture, trafficking, and forced prostitution, dowry-related violence, marriage and in certain cases, violence perpetrated or condoned by the state.

**Sexual abuse.** Sexual abuse is the action or threatened physical intrusion of a sexual nature, including inappropriate touching, by force or under unequal or coercive conditions.

12 Adapted from <http://www.bullyonline.org/workbully/mobbing.htm> - website of the National UK Workplace bullying advice line

**Sexual exploitation.** Sexual exploitation means any action or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting monetarily, sexually, or politically from the sexual exploitation of another (UN SG Bulletin, 9 October 2003). In these situations, the potential victim believes she/he has no other choice than to comply; this is not consent, and it is exploitation. Some examples include, but are not limited to:

- Humanitarian/development worker demanding (or accepting) sex in exchange for material assistance, favors, or privileges.
- Teacher insisting on (or accepting) sex in exchange for passing grade or admission to class.
- Refugee leader demanding (or accepting) sex in exchange for favors or privileges.
- Security worker insisting on (or accepting) sex in exchange for safe passage.
- Driver demanding (or accepting) sex to give a female person a seat in the vehicle.

Exploitation is using one's position of authority, influence, or control over resources to pressure, force, or manipulate someone to do something against their will or unknowingly by threatening them with negative repercussions, such as withholding project assistance, not approving an employee's work support requests, or threatening to make false claims about an employee in public.

**Sexual harassment.** Sexual harassment means any unwelcome sexual advance, comment, expressed or implied sexual demand, touch, joke, gesture, or any other communication or conduct of a sexual nature, whether verbal, written, or visual, by any person to another individual within the scope of work. Sexual harassment may be directed at members of the same or opposite sex and includes harassment based on sexual orientation. Sexual harassment can occur between any one or more individuals, employees, or beneficiaries, regardless of their work relationship.

**Subject of the complaint.** The person alleged to have perpetrated the misconduct in the complaint (BSO/HAP)

**Survivor or victim.** The person who is, or has been, sexually exploited or abused. This term implies strength, resilience, and survival capacity (BSO/HAP).

**Protection.** Ensuring that individual basic human rights, welfare, and physical security are recognized, safeguarded, and protected in accordance with international standards.

**Workplace violence.** Any incident in which a person is abused, threatened, or assaulted in circumstances relating to their work. These behaviors would originate from customers and co-workers at any level of the organization. This definition would include all forms of harassment, bullying, intimidation, physical threats/assaults, robbery, and other intrusive behaviors (ILO).

*This action supersedes all prior corporate actions, including policy, resolutions, or other statements concerning the subject matter.*

**English Language.** Regardless of the language in which this policy was initially prepared, the English language version of the same, approved in writing by Church World Service, Inc., is deemed the official record of this policy for the purposes of interpretation and implementation. In the event of actual or apparent

*conflict or ambiguity in interpretation between any expressed provision of the English language version of this policy and the expressed provisions of any non-English language version of the same, the English language version officially approved by Church World Service, Inc. shall control to the extent necessary to resolve such actual or apparent conflict or ambiguity.*

13 Ward, Jeanne. (2002). If Not Now, When? Addressing Gender-Based Violence in Refugee, Internally Displaced and Post-Conflict Settings. New York: The Reproductive Health in Conflict Consortium.

## 5. Confidentiality Policy

Title:	Confidentiality Policy
Type:	Board
Reason for Policy:	Best Practice Contract or Grant Requirements Regulatory Reasons
Coverage <sup>1</sup> :	CWS Worldwide Consultants Contractors Interns Partners Vendors Volunteers
Policy, Procedure, and Resource Adjacencies:	Code of Conduct Conflict of Interest and Disclosure Policy (Board) Conflict of Interest and Disclosure Policy (Employees) Fraud Policy and Protocols Policy U.S. Employee Handbook Whistleblower Policy Administration of Complaints and Grievance Mechanism Procedure Minutes and Recording of Meetings Procedure
Policy Steward:	Vice President, People and Culture
Reviewed by Prior to Approval:	Senior Director, Human Resources Director, Program Compliance Senior Director, Information Technology Legal Executive Leadership Team Chief of Staff President and Chief Executive Officer Governance Committee
Approved By:	Board
Frequency of Review:	3 years

Date Approved:	May 1, 2014 Revised January 23, 2024
Date Reviewed (with no change):	
Implementation Date(s):	January 23, 2024

<sup>1</sup> Policies and procedures that apply to affiliates, consultants, contractors, partners, sub-grantees, vendors, or volunteers may be applied directly as CWS policies or, in some cases, by the other party having their own similar policy. This will be specified in written agreements with other parties

## 1. Introduction

It is the Policy of Church World Service, Inc. (CWS) that Board members, employees, interns, consultants, contractors, partners, and volunteers (referred to later in the document as “CWS Board Members, Employees, and Associates”) will not disclose confidential and proprietary business records and business information belonging to, or obtained through their affiliation with Church World Service to any person, including their relatives, friends, business, professional and other associates unless Church World Service has authorized disclosure. This Policy is not intended to prevent disclosure where the law requires disclosure.

## 2. Definitions

**Confidentiality:** is the safeguarding of CWS proprietary or private information and data; participant information and data; and any other information for which access, use, or disclosure is not authorized by: 1) federal, state, or local law; or 2) CWS policy or operations.

**Confidential Information:** includes proprietary and private information relating to Church World Service that is not generally known to the public, including, without limitation:

- identity of clients;
- any personally identifiable records of clients, employees, interns, volunteers or others, including financial data (such as credit card information, tax records, or bank account information), immigration or refugee status, social security number, resident address, telephone number, or email address;
- any medical or health records or information, including electronic medical records;
- donor, fundraising results or prospects, refugee and immigration records;
- contracts with the government, suppliers, vendors or others;
- personnel records other than an individual's own personnel records;
- information relating to clients, partners, suppliers, vendors, programs, strategies and information, analyses, services offered or under development, service improvements or enhancements, processes, methods, tools, techniques, projects and plans;
- research data, clinical data, and financial data;
- business, financial, operations, marketing, legal, and accounting materials, methods, policies, plans, procedures, and techniques;
- computer, phone, software, and app passwords;
- any non-public business information provided by a third party with the expectation or contractual agreement that the business information will be kept confidential and used solely for the business purpose for which it was conveyed; and

- any other information designated by Church World Service or its clients, partners, affiliates, suppliers, or vendors as confidential, private, or proprietary.

Confidential Information is information in whatever form it may exist and wherever it may be located and may be in written form (such as correspondence, letters, records, reports, manuals, drawings, or other hard-copy documents), electronic form (such as emails, texts, files, recordings), spoken form (such as information received during meetings or phone calls), or otherwise.

**Authorization:** is provided through appropriate management and governance structures and in accordance with established protocols.

### 3. Principles

The following principles govern confidentiality at Church World Service:

- Documents and files (electronic and hardcopy) containing confidential information are to be accessed, used, and disclosed only with authorization and on a need-to-know basis for a job function or service.
- Confidential communications include, without limitation, conversations, documents, notes, files, records, oral information, reports, forms, grant applications, correspondence, computer files or similar materials, and computer or cell phone-generated communications with, about, or involving any participant or client, program, business operation, relationships with funders, partners, Board members, employees, etc.
- All Board members, Employees, and Associates must use available physical, technological, and administrative safeguards per Church World Service policies and procedures to protect the security of all confidential information in whatever form or medium.
- Confidentiality applies during and even after employment, contract, or service ends with Church World Service, regardless of why.

### 4. Policy

The contents of CWS's confidential or proprietary business information may not be disclosed to anyone (including other employees), except when required for a business purpose or when the records or information have previously been disclosed to the public by CWS.

CWS Board members, Employees, and Associates must not disclose any confidential business information, purposefully or inadvertently (through casual conversation, for example), to any unauthorized person inside or outside CWS. Employees are prohibited from sending or saving confidential business information to their personal email accounts and/or saving confidential business information on personal computers, phones, thumb drives, or similar devices.

Employees must ensure the security and confidentiality of CWS's donors', program participants, and customers' personal information. To this end, confidential information regarding CWS's donors, program participants and customers must be held in the strictest confidence. It will be used solely for CWS's purposes and not as a basis for personal gain or casual discussion. Except for the normal course of work duties, no donor, program participant, or customer information is to be transmitted to persons outside CWS, including family and associates or others within CWS who do not need to know

such information to perform their duties. Disclosing confidential donor, program participant, or customer information to persons not entitled to such information and/or assisting others in gaining unauthorized access to CWS's donor, program participant, or customer records or information are direct violations of this Policy and established law.

With respect to employees who have access to CWS's personnel information (which includes but is not limited to identities, capacities, ranking, salaries, benefits and other compensation, banking details, Social Security number, and personnel files), these employees are permitted to use the personnel information in connection with their job duties and for other lawful purposes related to their wages, hours and working conditions and are prohibited from disclosing this information during employment and at any time thereafter, including to competitors and/or to other outsiders as a recruitment source for possibly hiring away CWS personnel. All employees without access to CWS's personnel information are prohibited from disclosing that information if that information is taken without authorization from confidential CWS documents, electronic records, or other secret sources.

No CWS or CWS-related confidential or proprietary business information may be removed from CWS premises or from a CWS Board Member's, Employee's or Associate's home office if working remotely except when travelling.

All CWS proprietary and confidential business documents and information, in hard copy or electronic form, received, accessed, created or used by CWS Board Members, Employees or Associates in connection with their service at CWS are and will remain the property of CWS. Upon separation of employment, term, or service, CWS Board members, Employees and Associates shall return all such confidential and proprietary business information and documents (including all copies and in any format as well as all other property belonging to Church World Service. This obligation includes all items that may be on personal or other non-company devices, email accounts, servers or the cloud, or in physical form at home or other non-company locations. Departing employees will be asked to certify that no other confidential and proprietary business documents and information remain in their possession, regardless of the form in which any such materials and information are kept.

Failure to adhere to this Policy will result in discipline, up to and including separation of employment, term, or service with Church World Service, for knowingly or unknowingly revealing confidential and proprietary business information. Legal action may also be taken.

CWS Board Members, Employees, and Associates are expected to demonstrate professionalism, good judgment, and due care and to use their best efforts to avoid unauthorized or inadvertent disclosure of confidential information. Such efforts include, for example:

- Refraining from leaving confidential information contained in documents on computer screens, cell phones, printers, or photocopiers in plain view or talking in public places about confidential information;
- When confidential information is discarded, appropriate steps must be taken to ensure proper and complete destruction; shredding printed copies of confidential information when no longer needed; please see the Records Management and Retention Policy for more details;
- Ensuring that any confidential information in a digital format is only viewable on a secure device by authorized persons;

- Using locked file cabinets to store hard copies of confidential information;
- Ensuring all electronic devices and databases are encrypted and password protected; and
- Refraining from discussing confidential information on social media.

CWS Board Members, Employees, and Associates must promptly notify the Vice President, People, and Culture of any unauthorized or inadvertent disclosure of confidential information they participated in or otherwise become aware of.

## 5. **Retained Rights**

Nothing in this or any CWS policy or agreement shall be construed to prevent any CWS Board member, Employee, or Associate from (i) responding truthfully to a valid subpoena; (ii) reporting to, communicating with, contacting, responding to an inquiry from, cooperating with, providing relevant information to or otherwise participating or assisting in an investigation conducted by: (A) any federal, state or local governmental or regulatory body or official(s) or self-regulatory organization regarding a possible violation of any state or federal laws or regulations that has occurred, is occurring or is about to occur, including but not limited to, the Department of Justice, the Securities and Exchange Commission (the “SEC”) and any other equivalent office of a federal or state agency or Inspector General; or (B) the Equal Employment Opportunity Commission, the National Labor Relations Board or any other governmental authority with responsibility for the administration of labor or employment laws regarding a possible violation of such laws. Prior authorization of CWS is not required to make any such reports or disclosures and no Board member, Employee or Associate is required to notify CWS that they have made such reports or disclosures.

Furthermore, pursuant to the Defend Trade Secrets Act of 2016, non-compliance with the disclosure provisions of this or any other CWS policy or agreement shall not subject an CWS Board member, Employee or Associate to criminal or civil liability under any federal or state trade secret law for the disclosure of a CWS trade secret: (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney in confidence solely for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, provided that any complaint or document containing the trade secret is filed under seal; or (iii) to an attorney representing the employee in a lawsuit for retaliation by CWS for reporting a suspected violation of law or to use the trade secret information in that court proceeding, provided that any document containing the trade secret is filed under seal and the employee does not disclose the trade secret, except pursuant to court order.

## 6. **Questions and Reporting**

CWS Employees unsure about the confidential or proprietary nature of specific business information must ask their supervisor for clarification.

Any suspected violation of this Policy should be reported according to the procedures outlined in the [Administration of Complaints and Grievance Mechanism Procedure](#).

*This action supersedes all prior corporate actions, including policy, resolutions or other statements with respect to the subject matter addressed herein.*

**English Language.** Regardless of the language in which this policy was initially prepared, the English language version of the same, approved in writing by Church World Service, Inc., is deemed the official record of this policy for the purposes of interpretation and implementation. In the event of actual or apparent conflict or ambiguity in interpretation between any expressed provision of the English language version of this policy and the expressed provisions of any non-English language version of the same, the English language version officially approved by Church World Service, Inc. shall control to the extent necessary to resolve such actual or apparent conflict or ambiguity.

## 6. Whistleblower Policy

Title:	Whistleblower Policy
Type:	Board
Reason for Policy:	Best Practice Regulatory Reasons
Coverage <sup>1</sup> :	CWS Worldwide Affiliates Board Clients Consultants Contractors Interns Partners Sub-Grantees Volunteers
Policy and Procedure Adjacencies:	Anti-Human Trafficking Policy Code of Conduct Policy Non-Discrimination and Anti-Harassment Policy Non-Discrimination Regarding the Provision of Programs and Services Policy Prevention of Sexual Abuse and Exploitation Policy US Employee Handbook Complaints and Grievance Procedure
Policy Steward:	Senior Director, Human Resources (subsequently, General Counsel)
Reviewed by Prior to Approval:	Senior Director, Human Resources Vice President, People and Culture Chief Financial Officer Legal President and Chief Executive Officer Governance Committee
Approved By:	Board
Frequency of Review:	3 Years
Date Approved:	December 12, 2005 Revised January 23, 2013 Revised January 15, 2020 Revised October 26, 2022
Date Reviewed (with no change):	
Implementation Date(s):	October 26, 2022

<sup>1</sup> Policies and procedures that apply to consultants, contractors, partners, vendors, or volunteers may be applied directly as CWS policies or, in some cases, by the other party having its own similar policy. This will be specified in written agreements between the parties.

## **1. Introduction**

Church World Service, Inc. ("CWS" or the "Organization") is committed to the highest possible legal, ethical and moral standards of conduct and will not tolerate illegal or dishonest behavior. In this spirit, CWS encourages its employees, officers, directors, and volunteers to identify any instances where these standards may be compromised.

## **2. Scope**

This Whistleblower Policy ('Policy') has been established to provide a means for employees (both current and former), officers, directors, volunteers, and independent contractors to raise good faith concerns about behavior that appears to be illegal, dishonest, or unethical. A Whistleblower is the individual reporting such activity.

The Policy covers all employees (former and current), officers, directors, volunteers, and independent contractors who provide substantial services to the CWS. A copy of the Policy will be distributed to all employees, officers, directors, volunteers, and independent contractors. All employees, officers, directors, and volunteers are responsible for complying with the Policy and reporting any violations or suspected violations of the principles set forth herein.

Examples of improper activity, policy, or practice covered by this Policy include but are not limited to (i) violations of federal, state, and local laws, regulations, ordinances, executive orders, judicial or administrative decisions or orders; fraudulent financial reporting or actions that may lead to such fraudulent reporting; (ii) destroying, altering, concealing, or falsifying a document, or attempting to do so, with the intent to impair the document's availability for use in an official proceeding<sup>2</sup>; (iii) fraudulently influencing or misleading any independent public accountant engaged in the performance of an audit of the Organization's financial statements; (iv) planning, facilitating, or concealing any of the above; or (v) an activity, policy or practice of the Organization that poses a substantial and specific danger to public health and safety.

This is not meant to be an exhaustive list but rather a guide to the types of improper behavior covered by this Policy.

## **3. Procedure for Reporting Violations**

It is the responsibility of all employees, officers, directors, volunteers, and independent contractors to comply with the Policy and, if they, in good faith, reasonably believe there has been an improper activity, practice, or policy, to make a good faith effort to report it the Organization first in accordance with the procedures outlined in this Policy.

Such reporting to the Organization first may not be required where: (a) there is an imminent and serious danger to public health and safety; (b) where the individual reasonably believes that reporting would result in the destruction or evidence or another concealment of the activity, policy or practice; (iii) such activity, policy or practice could reasonably be expected to lead to endangering the welfare of a minor; (iv) the individual reasonably believes that reporting would result in serious harm to themselves

or any other person; or (v) where the Organization already is aware of the activity, policy or practice and will not correct it

The whistleblower complaint may be lodged through the following:

**Email:** [ComplianceHotline@cwsglobal.org](mailto:ComplianceHotline@cwsglobal.org) USA and Canada (English):

855-670-0080 USA and Canada (Spanish): 800-216-1288 Canada

(French): 855-725-0002

Mexico (Spanish): 01-800-681-5340

All other countries: 800-603-2869 (must dial country access code first. [Click here](#) for access codes and dialing instructions)

**Via Web:** [www.lighthouse-services.com/cwsglobal](http://www.lighthouse-services.com/cwsglobal)

The reporting individual should include whatever documentation is available to support a reasonable basis for the claim and to assist CWS in investigating the allegation.

Reports of questionable activity may be made anonymously. Anonymous allegations should be detailed to the greatest extent possible because follow-up questions are impossible.

CWS may, at its discretion, choose not to investigate unspecified wrongdoing or broad allegations. The reporting individual is not responsible for investigating the activity or determining fault or corrective measures.

Unless the allegation is submitted anonymously or there are overriding legal or public interest concerns, the reporting individual will receive acknowledgment of receipt of the allegation within five business days

The whistleblower complaint made through the compliance hotline shall be reported to the Vice President, Global Operations and Culture designated to administer this Whistleblower Policy. If the Vice President of Global Operations and Culture, in consultation with other senior management who are not the subject of the complaint and/or legal counsel, determines that the allegation(s) made are covered by this Policy, they will promptly inform the CEO (if the CEO is not the subject of the complaint) and investigate all such allegations in consultation with legal counsel. The Vice President, Global Operations and Culture shall then report the investigation findings to the CEO who is not the subject of the complaint. The CEO shall then report the findings to the Executive Committee, which shall take such action as deemed appropriate.

If the allegations involve the Vice President, Global Operations, and Culture, the whistleblower complaint shall be reported to the CEO directly if the allegations do not involve them. If the CEO, in consultation with other senior management who are not the subject of the complaint and/or legal counsel, determines that the allegation(s) made are covered by this Policy, they will promptly investigate the allegations in consultation with legal counsel. The CEO shall then report the investigation findings to the Executive Committee, which shall take such action as deemed appropriate.

To the extent the CEO, CFO, Executive Vice-President, Senior Vice-President(s), or Vice-President(s) are the

subject of the complaint, the whistleblower complaint may be made to any of the others who are not the subject of the complaint, or an individual may directly make their report to the Board Treasurer. In consultation with legal counsel, any such report made shall be investigated, if warranted, and the findings reported to the Executive Committee, which shall take such action as deemed appropriate.

#### **4. Oversight of Policy**

The Board shall adopt this Policy, and the Executive Committee shall oversee its implementation and compliance, except that directors who are employees may not participate in any Executive Committee deliberations or voting relating to the Policy's administration.

The subject of a whistleblower complaint shall not be present at or participate in Executive Committee deliberation or vote on the matter relating to such complaint. However, nothing shall prohibit the Executive Committee from requesting that the person subject to the complaint present information as background or answer questions at a meeting of the Executive Committee before the commencement of deliberations or voting relating thereto.

The Organization shall retain all complaints and reported concerns under this Policy, together with the proceedings of the Executive Committee with respect to them, as part of its records for a period of no less than seven years. All such records shall be treated and maintained as confidential information.

#### **5. CONFIDENTIALITY**

Any investigation will be conducted in a manner that conceals and protects the reporting individual's identity to the greatest extent possible, consistent with the need to conduct a fair and adequate investigation.

#### **6. NO RETALIATION**

The Organization prohibits any form of intimidation, harassment, discrimination or other retaliation, or other adverse employment consequence toward an individual who, in good faith, reasonably believed there was a violation under this Policy and reported the activity, policy, or practice. Any person who retaliates against such an individual, or any other individual who assists in the investigation, is subject to appropriate disciplinary and corrective action, up to and including termination of employment in the case of an employee.

Retaliation includes (i) adverse employment actions or threats to take such adverse employment actions against an employee in the terms or conditions of employment, including but not limited to discharge, suspension, or demotion; (ii) actions or threats to take such actions that would adversely impact a former employee's current or future employment; (iii) threatening to contact or contacting United States immigration authorities or otherwise reporting or threatening to report an employee's suspected citizenship or immigration status or the suspected citizenship or immigration status of an employee's family or household member to a federal, state, or local agency.

The right to protection against retaliation does not extend immunity for participating or being complicit in the matters that are the subject of the allegations or ensuing investigations.

Any employee, director, officer, or volunteer found to have knowingly made a false allegation with malicious intent or to have knowingly produced false information regarding the complaint will be subject to disciplinary measures.

### WHISTLEBLOWER POLICY ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of Church World Service's Whistleblower Policy, read it, and understood it. I hereby agree to abide by and comply with the procedures contained in the Whistleblower Policy.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

*This action supersedes all prior corporate actions, including policy, resolutions or other statements, with respect to the subject matter addressed herein.*

**English Language.** Regardless of the language in which this policy was initially prepared, the English language version of the same, approved in writing by Church World Service, Inc., is deemed the official record of this policy for the purposes of interpretation and implementation. In the event of actual or apparent conflict or ambiguity in interpretation between any expressed provision of the English language version of this policy and the expressed provisions of any non-English language version of the same, the English language version officially approved by Church World Service, Inc. shall control to the extent necessary to resolve such actual or apparent conflict or ambiguity.

## 7. Conflict of Interest and Disclosure Policy (Employees and Representatives)

Title:	Conflict of Interest and Disclosure Policy (Employees and Representatives)
Type:	Board Policy
Reason for Policy:	Best Practice Regulatory Requirements
Coverage <sup>1</sup> :	CWS Worldwide Consultants Contractors Interns Vendors
Policy, Procedure and Resource Adjacencies:	Anti-Nepotism Policy Bylaws Code of Conduct Confidentiality Policy Conflict of Interest and Disclosure Policy (Board and Key Persons) Fraud Policy and Protocols Policy Procurement and Purchasing Policy U.S. Employee Handbook Whistleblower Policy Administration of the Complaints and Grievance Mechanism Procedure Conflict of Interest and Disclosure Policy Acknowledgement and Annual Disclosure Statement Form Procedure (Board and Key Persons) Conflict of Interest and Disclosure Policy Acknowledgement and Annual Disclosure Statement Form Procedure (Employees and Representatives)
Policy Steward:	Vice President, Operations
Reviewed by Prior to Approval:	Executive Leadership Team Legal Chief of Staff President and Chief Executive Officer Governance Committee
Approved By:	Board

<sup>1</sup> Policies and procedures that apply to affiliates, consultants, contractors, partners, sub-grantees, vendors, or volunteers may be applied directly as CWS policies or, in some cases, by the other party having their own similar policy. This will be specified in written agreements with other parties

Frequency of Review:	3 years
Date Approved:	January 23, 2024
Date Reviewed (with no change):	
Implementation Date(s):	January 23, 2024

## 1. Purpose

The purpose of this Conflict of Interest and Disclosure Policy (the “Policy”) is to protect the interests of Church World Service, Inc. (“CWS”) and to prevent the institutional or personal interests of CWS employees and Representatives from interfering with the performance of their duties to CWS, and to ensure that there is no personal or professional gain at the expense of CWS.

This Policy is intended to protect the interests of CWS when: (i) it is contemplating entering into a transaction, action, or arrangement (“Contract”) that might benefit a private interest of an employee or their relatives; (ii) personal relationships with another hire, potential hire or employee that may impact an employee’s ability to be impartial; (iii) opportunities for an employee to obtain a financial benefit that may compromise their ability to act ethically and the best interest of CWS; and (iv) it is taking a policy position or entering into any other arrangement that might benefit the private interests of a CWS employee or Representative.

Every CWS employee and Representative must carry out their duties in good faith, using common sense, being diligent and attentive to CWS’s needs, and making thoughtful decisions in the best interest of CWS.

CWS employees and Representatives must disclose any potential or actual conflicts of interest so that CWS may manage them appropriately, as provided for in this Policy.

## 2. Definitions

- a. **Conflict of Interest:** A conflict of interest exists or may exist when a CWS employee or Representative has a personal interest that may influence them when making a decision for CWS. Most commonly, these are financial interests, but nonprofit organizations contend with various potential and perceived conflicts of interest, only some of which may be detrimental to the organization.
- b. **Duality of Interest:** A duality of interest exists when an employee has obligations to others, organizations, and CWS. In such a scenario, the employee’s behavior could end up advantaging one over the other (CWS or the other people or organizations to whom they have an obligation). The people to whom this Policy applies likely have diverse professional, financial, and personal interests, and these interests may influence the way they carry out their responsibilities to CWS. To protect the reputation and integrity of CWS, this Policy requires that they disclose all relationships that may influence how they carry out their responsibilities.
- c. **Contract:** A transaction, action, or arrangement with CWS or their employee or Representative.
- d. **CWS Employees:** For purposes of this Policy, an employee is any person who receives a salary or payment for their work from CWS during the course of the year. This includes full-time employees, part-time employees, temporary employees or those engaged through a temporary

agency, and per diem employees.

- e. **CWS Representatives:** For purposes of this Policy, CWS Representative means any person or company who provides work, services, or products to CWS during the course of the year, including consultants and contractors, interns and vendors.
- f. **Financial Interest:** A CWS employee or intern has a financial interest if such person or a relative of such person has, directly or indirectly, through business or investment:
  - i. an ownership, investment or voting interest in any entity with which CWS has entered, or is negotiating to enter, into a transaction or arrangement; except where such ownership or investment consists of securities in a publicly owned company and that the securities are regularly traded on the open market; or
  - ii. a compensation arrangement<sup>2</sup> with CWS or with any entity or individual with which CWS has entered, or is negotiating to enter, into a transaction or arrangement; or
  - iii. A potential ownership or investment interest in, or compensation arrangement<sup>3</sup> with, any entity or individual with which CWS is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors.

- g. **Relative:** For purposes of this Policy, Relative of an individual means (i) spouse or domestic partner, (ii) their siblings (whether whole or half-blood), children (including adopted children), grandchildren, great-grandchildren, (iii) the spouse or domestic partner of their brothers, sisters, children, grandchildren, and great-grandchildren; (iv) parent(s) and parent(s)-in-law; and (v) aunts, uncles and cousins.

### **3. Conflict Of Interest**

- A. Selection, Award, and Administration of Contracts. CWS employees or Representatives may have a real or potential conflict of interest (financial, direct or indirect) in the selection, award or administration of a Contract. Examples of conflict of interest include, but are not limited to:

---

<sup>2</sup> With the exception of compensation of employees, and fees for service paid to contractors, consultants and vendors

<sup>3</sup> Ibid.

- When a CWS employee has a relationship with an individual who is a Relative who stands to benefit from a Contract with CWS. CWS employees may refer a qualified Relative as a candidate for employment with CWS but must disclose the relationship.
- When a CWS employee has an ownership interest, a financial stake in, or is employed by an organization that benefits from a Contract with CWS.
  - When a CWS contractor awards sub-contracts to a Relative

- B. Conflicted Relationship. CWS employees have a real or apparent conflict of interest when their Relative is: (i) a potential hire, (ii) a potential hire they are in a position to recommend, (iii) another employee they supervise or by whom they are supervised, or (iv) an employee with whom they are in a position to promote or recommend a promotion. CWS employees may refer a qualified Relative as a candidate for employment with CWS but must disclose the relationship.
- C. Offers from Third Parties. CWS employees have a real or apparent conflict of interest when they solicit or accept gifts, money, gratuities, favors, or anything of value, including any hospitality, from CWS vendors or prospective vendors (provider of goods and/or services to CWS), parties to Contracts or sub-Contracts, or any other person or entity that receives or may receive compensation for providing goods and services for CWS.

Unsolicited gifts that are received, when possible, should be returned with an explanation to the sender and a request they do not send gifts in the future. The Procurement team is willing to assist with this communication to a sender. If an unsolicited gift is received and it is impractical or costly to return it, it should be disclosed and shared with employees in an office so that it does not benefit an individual.

- D. Policy Positions. CWS employees have a real or apparent conflict of interest when they allow their personal interests to influence their ability to shape CWS policy positions in a manner that can override the best interests of CWS.

#### 4. DISCLOSURE

- a. All CWS employees and Representatives must immediately disclose any situation that may appear as a conflict of interest in selecting, awarding, and administrating a Contract. Post-employment restrictions may apply to current CWS employees and former CWS employees who have participated in the procurement process (i.e., the process of acquiring goods and services from vendors) if the individual had prior dealings with the vendor for a period of twelve months. Employees must agree to comply with any such restrictions.
- b. All CWS employees must immediately disclose any Conflicted Relationship they have.
- c. Employees shall not solicit or accept Offers from Third Parties and must immediately communicate to their supervisor and the Human Resources Department if such Offers are made by a Third Party.
- d. All CWS employees and Representatives must immediately disclose any duality of interest or personal interest that may influence the decisions they make for CWS or the way they carry out their responsibilities to CWS.

Disclosures by employees and interns under this Policy shall be made in writing to the Human Resources office and copied to the employee or intern's supervisor.

Disclosures by consultants, contractors, and vendors under this Policy shall be made in writing to the Procurement Department at [procurement@cwsglobal.org](mailto:procurement@cwsglobal.org). Such disclosure shall include all material facts concerning such interest. In the case of doubt, you should err on the side of caution and disclose the interest.

All employees shall be required to complete the Conflict of Interest and Disclosure Policy Acknowledgement and Disclosure Form on an annual basis. CWS Representatives (consultants, contractors, interns, and vendors) are required to complete the same form at the time they are engaged and may be required to renew

it on an annual basis.

## **5. Determining Whether a Conflict Exists**

A CWS employee or Representative who discloses an actual or potential Conflict of Interest may present and respond to questions from the Human Resources and Procurement Departments. The final determination of whether or not a Conflict of Interest exists and the actions to be taken will be determined by the Vice President, who oversees Human Resources for employees, and the Vice President of Operations for CWS Representatives. Their determination may be appealed to the President and Chief Executive Officer.

## **6. Failure to Disclose**

If there is reasonable cause to believe that a CWS employee or Representative has failed to disclose a Conflict of Interest subject to this Policy, the Human Resources Department shall inform the employee of the basis, or the Procurement Department shall inform the CWS Representative of such belief and allow them to explain the alleged failure to disclose. If, after hearing the response of such an individual and making such further investigation as may be warranted in the circumstances, the Vice President who oversees Human Resources determines that the employee has, failed to disclose a Conflict of Interest subject to this Policy, they shall take appropriate disciplinary and corrective action that may include immediate termination from their position or contractual relationship with CWS. The same process shall be followed by the Vice President of Operations in the case of CWS Representatives.

## **7. Recordkeeping**

A record shall be kept of all disclosed Conflicts of Interest, which shall include (i) the name of the employee who disclosed the Conflict of Interest; (ii) the nature of the interest; and (iii) the decision was made as to the Conflict of Interest, by whom, and what action was taken thereof.

In addition, an employee or intern's annual Acknowledgement and Disclosure Form will be retained with their personnel records in the Human Resources Department. The Procurement Department shall maintain the Acknowledgement and Disclosure Forms of consultants, contractors, and vendors.

## **8. Variations to the Policy**

CWS regional and country offices overseas may propose variations to this Policy based on the local context and office structure. Any proposed variations to this Policy must comply with the major provisions of the Policy and/or be more restrictive than this policy. Variations to this Policy proposed by overseas offices may only be implemented once they are reviewed by the Vice President, People and Culture, and the Vice President, Operations and approved by the President and Chief Executive Officer.

## **9. Reporting**

Any suspected violation of this Policy should be reported utilizing the procedures outlined in the Administration of the Complaints and Grievance Mechanism Procedure.

Electronically Signed By



*This action supersedes all prior corporate actions, including policy, resolutions or other statements, with respect to the subject matter addressed herein.*

**English Language.** Regardless of the language in which this policy was initially prepared, the English language version of the same, approved in writing by Church World Service, Inc., is deemed the official record of this policy for the purposes of interpretation and implementation. In the event of actual or apparent conflict or ambiguity in interpretation between any expressed provision of the English language version of this policy and the expressed provisions of any non-English language version of the same, the English language version officially approved by Church World Service, Inc. shall control to the extent necessary to resolve such actual or apparent conflict or ambiguity

### **8. Child Safeguarding Policy**

<i>Title:</i>	<i>Child Safeguarding Policy</i>
<i>Type:</i>	<i>Management</i>
<i>Reason for Policy:</i>	<i>Best Practice Contract or Grant Requirements Regulatory Reasons</i>
<i>Coverage1:</i>	<i>CWS Worldwide Affiliates Board Contractors Consultants Grantees Interns Partners Vendors Volunteers</i>
<i>Policy, Procedure, and Resource Adjacencies:</i>	<p><i>Anti-Human Trafficking Policy Code of Conduct Communications and Media Policy Prevention of Sexual Exploitation, Abuse and Harassment Policy U.S. Employee Handbook Administration of the Complaints and Grievance Mechanism Procedure Agreement to the Child Safeguarding Policy and Procedures Agreement to the Mandated Reporter Responsibilities in Cases of Child Abuse, Maltreatment, and Neglect Procedure Background Check Procedures Child Safeguarding Procedures Mandated Reporter Responsibilities in Cases of Child Abuse, Maltreatment, and Neglect Procedure Photo and Video Consent Forms Procedures Storytelling and Media Procedure: Unaccompanied Minor Children in U.S. Programs Procedure</i></p>

*1 Policies and procedures that apply to affiliates, consultants, contractors, partners, sub-grantees, vendors, or volunteers may be applied directly as CWS policies or, in some cases, by the other party having its own similar policy. This will be specified in written agreements with other parties.*

	<i>Accountability to Affected Populations Guidelines Responsible Use of Data: Applying Principles of Human Subjects Protection Guidelines Storytelling Guide</i>
<i>Policy Steward:</i>	<i>Vice President, People and Culture</i>
<i>Reviewed by Prior to Approval:</i>	<i>Senior Director, Human Resources Senior Child Protection and Welfare Specialist Senior Director, Childrens Services Senior Director, US Programs Director, Program Compliance Chief Financial Officer Legal Executive Leadership Team</i>
<i>Approved By:</i>	<i>President and Chief Executive Officer</i>
<i>Frequency of Review:</i>	<i>3 years</i>
<i>Date Approved:</i>	<i>October 26, 2016 Revised January 5, 2024</i>
<i>Date Reviewed (with no change):</i>	
<i>Implementation Date(s):</i>	<i>January 16, 2024</i>

## 1. Background

Church World Service's mission and vision speak to the fundamental rights held by all people. To achieve its mission, Church World Service (CWS) must have a culture of protection, safety, security, dignity, and accountability.

CWS's work is protective of human rights at its core. The people CWS serves are diverse and often experience multiple and overlapping vulnerabilities and threats that limit their abilities to access their rights and live safe, healthy, fulfilling, and productive lives. Populations of concern include women, children, elderly people, marginalized groups (such as indigenous, ethnic minority, LGBTQI+, persons with disabilities), displaced people and others on the move, and people experiencing poverty. Children are particularly vulnerable to abuse and exploitation. The inherent power differential between aid organizations and impacted communities heightens the risk of abuse and exploitation. This Policy states CWS's commitment to child safeguarding and the role CWS employees and Representatives play in keeping that commitment.

## 2. Purpose

The CWS Child Safeguarding Policy establishes organizational expectations and requirements of behavior and conduct for all CWS employees (full-time, part-time, temporary, permanent, or otherwise) and CWS Representatives, including Board members, volunteers, consultants, researchers, interns, interpreters, photographers, implementing and program partners, grantees, contractors and anyone else affiliated with or working with CWS – from here on referred to as “CWS Representatives”, when interacting or working with children in all geographic and programmatic CWS work settings. This Policy also serves as a tool to

communicate CWS's commitment to protecting and safeguarding children.

### 3. Definitions

**Best interest of the child:** When adults make decisions, they should consider how their decisions affect children. All adults should do what is best for children.

Governments should ensure that children are protected and looked after by their parents or by other people when necessary. They should also ensure that people and places responsible for looking after children are doing a good job.

**Child:** Anyone under the age of 18. For the purpose of this Policy and related Procedures, and regardless of national or state laws that may recognize adulthood earlier, CWS will always recognize a child, young person, or minor as any person under 18.

**Child Abuse:** Any act or failure to act that results in harm or imminent risk of harm to a child. Children of all ages, ethnicities, social backgrounds, abilities, sexual orientations, religious beliefs, and political persuasions can experience any form of abuse. Abuse can be inflicted on a child by any person as well as by children and young people themselves.

Types of child abuse include: physical abuse, emotional abuse, sexual abuse, neglect, and child exploitation (sexual or commercial).

**Physical Abuse** is a nonaccidental physical injury to a child caused by a parent, caregiver, or other person responsible for a child and can include punching, beating, kicking, biting, shaking, throwing, stabbing, choking, hitting (with a hand, stick, strap, or other object), burning, or otherwise causing physical harm. Injuries from physical abuse could range from minor bruises to severe fractures or death.

**Emotional Abuse (or Psychological Abuse)** is a pattern of behavior that impairs a child's emotional development or sense of self-worth. This may include constant criticism, threats, or rejection as well as withholding love, support, or guidance.

Emotional abuse is often difficult to prove, and, therefore, child protective services may not be able to intervene without evidence of harm or mental injury to the child<sup>2</sup>.

**Sexual Abuse** includes activities by a parent or other caregiver (or person that holds a position of power/trust – clergy, educator, doctor, etc.) such as fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials. Sexual abuse is defined by the Child Abuse Prevention and Treatment Act (CAPTA) as "the employment, use, persuasion, inducement, enticement, or coercion of any child to engage in, or assist any other person to engage in, any sexually explicit conduct or simulation of such conduct for the purpose of producing a visual depiction of such conduct; or the rape, and in cases of caretaker or interfamilial relationships, statutory rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children."

**Neglect** is the failure of a parent or other caregiver to provide for a child's basic needs. Some states, (38) also consider neglect as failing to provide adequate supervision. Neglect generally includes the following categories:

- Physical (e.g., failure to provide necessary food or shelter, lack of appropriate supervision)
- Medical (e.g., failure to provide necessary medical or mental health treatment, withholding

## Child Abuse and Neglect

Child abuse and neglect are forms of violence against children. They are acts or omissions that result in harm or risk of harm to a child's physical, emotional, or social well-being.

- Physical (e.g., hitting, pushing, or physically restraining a child)
- Medical (e.g., failing to provide medical treatment to a child who needs it, such as
- Educational (e.g., failure to educate a child or attend to special education needs)
- Emotional (e.g., inattention to a child's emotional needs, failure to provide psychological care, permitting a child to use alcohol or other drugs).

It is important to note that living in poverty is not considered child abuse or neglect. However, a family's failure to use available information and resources to care for their child may put the child's health or safety at risk, and child welfare intervention could be required.

**Child Exploitation:** Child exploitation refers to the use of children for someone else's advantage, gratification, or profit, often resulting in unjust, cruel, and harmful treatment of the child. Two main forms of child exploitation are: sexual exploitation and labor exploitation, and may include human trafficking.

**Child protection** is the prevention of and response to exploitation, abuse, neglect, harmful practices, and violence against children. It is embedded in the Convention on the Rights of the Child and the Sustainable Development Goals. Child Protection is universal: it applies to all children everywhere, from low-to high-income countries.

**Child Safeguarding:** The responsibility that an organization has to children to make sure that their employees, staff, operations, and programs do no harm to children, do not expose children to the risk of harm and abuse, and that any concerns the organization has about children's safety within the communities in which CWS works are reported to the appropriate authorities.

**Child Safeguarding Committee:** The Child Safeguarding Committee is made up of CWS subject matter experts, program leadership, and other representatives. The Committee works to ensure that child safeguarding is considered in all programs and services provided by CWS employees and Representatives. It is also responsible for training CWS employees and Representatives in policy and best practices in child protection.

**CWS Representatives:** Board members, volunteers, consultants, researchers, interns, interpreters, photographers, implementing and program partners, grantees, contractors, and anyone affiliated with or working with CWS.

**Mandated Reporter:** Individuals who are mandated by law at a local, state, or national level to report known or suspected child abuse or neglect. These are primarily people who have contact with children through their employment (e.g., social workers, teachers, medical professionals). Mandatory reporting may also be a requirement of certain professional, ethical, licensing, or donor standards.

## 4. Creating and Maintaining a Safe Culture for Children

CWS knows the importance of creating and maintaining a safe culture through sustained and meaningful engagement with children, their families, communities, and CWS employees and Representatives. CWS recognizes that when we fail in our duty of care, there can be long-term effects on children, their families, communities, and the

organization. Any violations of this policy will be treated as a serious infraction and result in disciplinary action, up to and including termination, and reporting to local authorities according to applicable laws.

CWS employees and Representatives must demonstrate the highest standards of behavior and conduct towards children, both in their private and professional lives, 24 hours a day and 7 days a week. CWS has a zero-tolerance approach to child abuse by any of our employees and Representatives.

CWS strictly prohibits any sexual activity with an individual under the age of 18, regardless of the legal age of consent within the state or country in which the child lives, and/or the location where the offense occurs. CWS holds that persons under the age of 18 cannot give consent.

CWS employees and Representatives must follow this Policy's provisions and local, state, and national laws and regulations to help keep children safe. In addition, they must be aware of and abide by any donor requirements regarding child safeguarding in relation to specific programs. CWS employees and Representatives who are professionally licensed or regulated (e.g., social workers, attorneys) may have additional responsibilities related to child safeguarding.

This Policy complements the CWS Code of Conduct and other codes, policies, and procedures that CWS and its employees are parties to, including, but not limited to, the ACT Alliance Code of Conduct and the Inter-Agency Standing Committee Six Core Principles for the Prevention of Sexual Exploitation and Abuse.

This Policy is aligned with international standards, including the Convention on the Rights of the Child (CRC), the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), and the Convention on the Rights of Persons with Disabilities (CRPD).

## **5. Commitment to the Principles of Child Safeguarding**

CWS's commitment to child safeguarding is grounded in the principles of Prevention, Awareness and Education, Safe Programming, Reporting, and Response.

- PREVENTION: CWS will take all measures to be a safe organization for the children we work with. Being a safe organization includes direct contact (physical or virtual), and indirect contact through children's photographs and data. Measures include having behavioral protocols in place and a safe recruitment process and culture.
- AWARENESS AND EDUCATION: CWS employees and Representatives, and the families, and children they work with, will have appropriate access to awareness materials, training, and education related to this policy and child safeguarding prevention and response mechanisms that allow them to know how to report a concern.

---

*Prevent Child Abuse America, 2016.*

- **SAFE PROGRAMMING:** CWS employees and Representatives uphold the principles of non-discrimination, what is in the best interest of the child participant, boundaries of program participation in accordance with age and maturity, and program design that seeks to prevent and respond to any form of child abuse or exploitation. All CWS employees and representatives shall follow established policies and procedures and will implement mechanisms to minimize the risk of harm to children in programming. CWS employees, Representatives, and program partners must maintain the minimum requirements in this policy to ensure safeguarding in their work.
- **REPORTING:** CWS recognizes its responsibility to make sure that CWS employees and Representatives do not harm children, do not expose children to the risk of harm and abuse, and that any concern about children's safety within the work we do, is reported according to this Policy and local, state, and national laws and regulations. All CWS employees and Representatives will understand their role and know how to raise child safeguarding or child protection concerns.
- **RESPONDING:** CWS will respond to any reported concern according to national laws, regulations, and established policy. CWS will take a trauma-informed and survivor-centered approach.

## 6. Reporting

CWS expects all employees and Representatives to act appropriately to keep children safe.

Any suspected child abuse or neglect in the context of CWS's work involving a CWS client or involving a CWS employee or Representative should be reported immediately to the proper authorities in accordance with local, state, and national laws, regulations, and child welfare standards. Such incidents should also be reported internally to CWS in accordance with the Administration of Complaints and Grievance Mechanism Procedure and the Child Safeguarding Procedures.

A child abuse or neglect concern that occurs outside the work of CWS and does not involve a CWS employee, Representative, or client is understood to be outside the scope of this Policy and related procedures. Nevertheless, CWS employees and Representatives are encouraged to act in their private capacity to keep children safe and should comply with any local, state, or national laws regarding reporting concerns.

Some CWS employees and Representatives in the U.S. and internationally who work with children as part of their CWS responsibilities or work in programs that work with children have an additional responsibility as a Mandated Reporter due to the law, professional standards, or donor requirements.

In countries other than the U.S., where mandatory reporting may be challenging and requires an extensive or different approach due to risk to staff, volunteers, and the community, the CWS Country Director should submit a written justification for any proposed variance from this policy to the Child Safeguarding Committee regarding the context and how other similar NGOs manage mandatory reporting.

The specific process for reporting any suspected child abuse or neglect is detailed in the Child Safeguarding Procedures and the Administration of the Complaints and Grievance Mechanism Procedure.

Finally, certain CWS employees and Representatives working in some U.S. government-funded programs serving children are bound by even more detailed and restrictive Mandated Reporter requirements found in the Mandated Reporter Responsibilities in Cases of Child Abuse, Maltreatment, and Neglect Procedure and the related Agreement.

## 7. Background Checks

All CWS employees and Representatives serving clients directly must, subject to applicable law, undergo a background check. CWS requires different types of clearances depending on the involvement the employee or Representative has with a client. The Background Checks Procedure provides more details on this process.

## 8. Protecting The Names, Images and Stories of Children

Children and their families have the right not to have their name, location, image or story disclosed in any public communication. CWS respects this right and will only utilize their name, location, image or story with their consent (or the consent of a parent or guardian in the case of a child) and in accordance with established standards. For reference, see: Communications and Media Policy; Photo and Video Consent Forms Procedure; and Storytelling and Media Procedure: Unaccompanied Minor Children in U.S. Programs Procedure.

**For additional useful references, see:** National Child Traumatic Stress Network Centers for Disease Control and Prevention Child Welfare Information Gateway  
Bridging Refugee Youth and Children's Services Keeping Children Safe  
Safeguarding resources UNICEF | for every child  
Ethical Research Involving Children

*This action supersedes all prior corporate actions, including policy, resolutions or other statements with respect to the subject matter addressed herein.*

**English Language.** *Regardless of the language in which this policy was initially prepared, the English language version of the same, approved in writing by Church World Service, Inc., is deemed the official record of this policy for the purposes of interpretation and implementation. In the event of actual or apparent conflict or ambiguity in interpretation between any expressed provision of the English language version of this policy and the expressed provisions of any non-English language version of the same, the English language version officially approved by Church World Service, Inc. shall control to the extent necessary to resolve such actual or apparent conflict or ambiguity.*

[ Electronically Signed By ]

## 9. Anti-Human Trafficking Policy

<i>Title:</i>	<i>Anti-Human Trafficking Policy</i>
<i>Type:</i>	<i>Board</i>
<i>Reason for Policy:</i>	<i>Best Practice</i> <i>Contract and Grant Requirements</i>
<i>Coverage1:</i>	<i>CWS Worldwide Affiliates Consultants Contractors Interns</i> <i>Partners</i> <i>Sub-Grantees Vendors</i>
<i>Policy and Procedure Adjacencies:</i>	<i>Complaints and Grievance Procedure</i>
<i>Policy Steward:</i>	<i>Vice President, People and Culture</i>
<i>Reviewed by Before Approval:</i>	<i>Senior Director, Human Resources Director, Program Compliance Legal</i> <i>Governance Committee</i>
<i>Approved By:</i>	<i>Board</i>
<i>Frequency of Review:</i>	<i>3 Years</i>
<i>Date Approved:</i>	<i>January 19, 2017</i>
<i>Date Reviewed (with no change):</i>	
<i>Implementation Date(s):</i>	<i>January 19, 2017</i>

1 Policies and procedures that apply to affiliates, consultants, contractors, partners, sub-grantees, vendors or volunteers may be applied directly as CWS policies or, in some cases, by the other party having their own similar policy. This will be specified in written agreements with other parties.

## **1. PURPOSE**

Church World Service (CWS) commits to a work atmosphere that is free from human trafficking and slavery, which for purposes of this policy, includes forced labor and unlawful child labor. CWS will not tolerate or support human trafficking or slavery in any part of our global organization. This policy is consistent with CWS Code of Conduct and our core values to protect and advance human dignity and human rights in our global humanitarian efforts.

CWS employees, contractors, subcontractors, vendors, suppliers, partners and others through whom CWS conducts business must avoid involvement in any practice that constitutes trafficking in persons or slavery.

## **2. SCOPE**

This Policy applies to all personnel working with or engaged to provide services to CWS, including, but not limited to, CWS' employees, officers, board members temporary employees, contingent workers (including agency workers), interns, volunteers, and independent contractors (for ease of reference throughout this Policy, "employees").

Every CWS employee is held responsible for reading, understanding and complying with this Policy.

CWS managers are held responsible for ensuring that employees who report to them, directly or indirectly, comply with this Policy and complete any required trainings.

If you have any questions or concerns relating to this Policy, consult the CWS Human Resources or your supervisor. If you learn of any conduct that you believe may violate this Policy, report it immediately by any of the means listed under the heading "Policy Compliance" below.

## **3. POLICY STATEMENT**

3.1 CWS prohibits trafficking in persons and slavery. CWS employees must avoid involvement in any practice that constitutes trafficking in persons or slavery. This includes, but is not limited to, the following activities:

- Engaging in any form of trafficking in persons;
- Procuring commercial sex acts;
- Using forced labor in the performance of any work;

- Destroying, concealing, confiscating, or otherwise denying access by an individual to the individual's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- Using misleading or fraudulent practices during the recruitment of candidates
  - or offering of employment/contract positions; such as failing to disclose, in a format and language accessible to the potential candidate, basic information or making material misrepresentations during the recruitment of candidates regarding the key terms and conditions, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if provided by CWS), any significant cost to be charged to the candidate, and, if applicable, the hazardous nature of the work;
- Using recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- Charging applicants/candidates recruitment fees;
- If required by law or contract, failing to provide return transportation or failing to pay for the cost of return transportation upon the end of employment;
- If required by law or contract, failing to provide or arrange housing that meets the host country's housing and safety standards; or
- If required by law or contract, failing to provide an employment contract, recruitment agreement, or other required work document in writing.

3.2 CWS has undertaken actions and is committed to maintaining and improving its systems and processes to eliminate human trafficking and slavery.

3.3 CWS requires its administered and affiliate offices to monitor all applicable laws and conduct business in an ethical and responsible manner.

3.4 CWS makes ongoing efforts to verify, evaluate, promote awareness about, and address risks associated with forced labor and human trafficking in its programs and processes.

**Evaluating and Addressing Risks.** CWS has incorporated by reference the Code of Conduct into its standard contractor and subcontractor agreements. CWS also participates in development and humanitarian efforts to increase awareness of human trafficking.

**Monitoring CWS Administered Offices and Affiliates.** CWS monitors its administered offices and affiliates based on the Code of Conduct and also reviews the monitoring results for these offices.

**Accountability Standards.** CWS upholds accountability standards and procedures for employees, contractors, subcontractors, vendors, suppliers, and others who fail to meet the CWS Code of Conduct.

**Training.** CWS provides training on this policy to employees.

## **1. INVESTIGATIONS**

Any reported allegations of human trafficking and slavery will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. All CWS employees interviewed during the investigation are required to fully and promptly cooperate with CWS investigators and must respond fully and truthfully to their questions, requests for information, and documents. Any failure by the employee to completely cooperate, or any action to delay an investigation, including hiding or destroying any information or documentation, providing false statements or information, or deleting email or other documents, may be subject to disciplinary action, up to and including termination of employment.

## **2. POLICY COMPLIANCE**

Report any conduct that you believe to be a violation of this Policy. Employees who fail to report actual or alleged misconduct may be deemed violating this Policy as permitted by applicable law.

The complaint may be lodged through the following: [Email:ComplianceHotline@cwsglobal.org](mailto:Email:ComplianceHotline@cwsglobal.org)

USA and Canada (English): 855-670-0080 USA and Canada (Spanish): 800-216-1288 Canada (French): 855-725-0002

Mexico (Spanish): 01-800-681-5340

All other countries: 800-603-2869 (must dial country access code first. [Click here](#) for access codes and dialing instructions)

Via Web: [www.lighthouse-services.com/cwsglobal](http://www.lighthouse-services.com/cwsglobal)

Toll-free numbers and additional country-specific links are available on Annex A.

Any CWS staff person purposely making false accusations about any action by another CWS staff which is in breach of the Code of Conduct will be subject to disciplinary action, up and including termination of employment.

CWS will not tolerate retaliation against an employee for reporting a concern in good faith or for cooperating with a compliance investigation, even when no evidence is found to validate the report.

Any violation of this Policy may be grounds for disciplinary action, up to and including termination, subject to applicable law. Violation of applicable laws may also result in criminal prosecution of responsible individuals



- Primary Website: [www.lighthouse-services.com/cwsglobal](http://www.lighthouse-services.com/cwsglobal)

ara	Arabic	<a href="http://www.lighthousegoto.com/cwsglobal/ara">www.lighthousegoto.com/cwsglobal/ara</a>
ben	Bengali	<a href="http://www.lighthousegoto.com/cwsglobal/ben">www.lighthousegoto.com/cwsglobal/ben</a>
csm	Chinese (Simplified)	<a href="http://www.lighthousegoto.com/cwsglobal/csm">www.lighthousegoto.com/cwsglobal/csm</a>
ctr	Chinese (Traditional)	<a href="http://www.lighthousegoto.com/cwsglobal/ctr">www.lighthousegoto.com/cwsglobal/ctr</a>
cze	Czech	<a href="http://www.lighthousegoto.com/cwsglobal/cze">www.lighthousegoto.com/cwsglobal/cze</a>
dan	Danish	<a href="http://www.lighthousegoto.com/cwsglobal/dan">www.lighthousegoto.com/cwsglobal/dan</a>
dut	Dutch	<a href="http://www.lighthousegoto.com/cwsglobal/dut">www.lighthousegoto.com/cwsglobal/dut</a>
eng	English	<a href="http://www.lighthousegoto.com/cwsglobal/eng">www.lighthousegoto.com/cwsglobal/eng</a>
fil	Filipino	<a href="http://www.lighthousegoto.com/cwsglobal/fil">www.lighthousegoto.com/cwsglobal/fil</a>
fin	Finnish	<a href="http://www.lighthousegoto.com/cwsglobal/fin">www.lighthousegoto.com/cwsglobal/fin</a>
fre	French	<a href="http://www.lighthousegoto.com/cwsglobal/fre">www.lighthousegoto.com/cwsglobal/fre</a>
geo	Georgian	<a href="http://www.lighthousegoto.com/cwsglobal/geo">www.lighthousegoto.com/cwsglobal/geo</a>
ger	German	<a href="http://www.lighthousegoto.com/cwsglobal/ger">www.lighthousegoto.com/cwsglobal/ger</a>
gre	Greek	<a href="http://www.lighthousegoto.com/cwsglobal/gre">www.lighthousegoto.com/cwsglobal/gre</a>
heb	Hebrew	<a href="http://www.lighthousegoto.com/cwsglobal/heb">www.lighthousegoto.com/cwsglobal/heb</a>
hin	Hindi	<a href="http://www.lighthousegoto.com/cwsglobal/hin">www.lighthousegoto.com/cwsglobal/hin</a>
hun	Hungarian	<a href="http://www.lighthousegoto.com/cwsglobal/hun">www.lighthousegoto.com/cwsglobal/hun</a>
ind	Indonesian	<a href="http://www.lighthousegoto.com/cwsglobal/ind">www.lighthousegoto.com/cwsglobal/ind</a>
ita	Italian	<a href="http://www.lighthousegoto.com/cwsglobal/ita">www.lighthousegoto.com/cwsglobal/ita</a>
jpn	Japanese	<a href="http://www.lighthousegoto.com/cwsglobal/jpn">www.lighthousegoto.com/cwsglobal/jpn</a>
kor	Korean	<a href="http://www.lighthousegoto.com/cwsglobal/kor">www.lighthousegoto.com/cwsglobal/kor</a>
lav	Latvian	<a href="http://www.lighthousegoto.com/cwsglobal/lav">www.lighthousegoto.com/cwsglobal/lav</a>
may	Malay	<a href="http://www.lighthousegoto.com/cwsglobal/may">www.lighthousegoto.com/cwsglobal/may</a>
nor	Norwegian	<a href="http://www.lighthousegoto.com/cwsglobal/nor">www.lighthousegoto.com/cwsglobal/nor</a>
pol	Polish	<a href="http://www.lighthousegoto.com/cwsglobal/pol">www.lighthousegoto.com/cwsglobal/pol</a>
por	Portuguese	<a href="http://www.lighthousegoto.com/cwsglobal/por">www.lighthousegoto.com/cwsglobal/por</a>
rum	Romanian	<a href="http://www.lighthousegoto.com/cwsglobal/rum">www.lighthousegoto.com/cwsglobal/rum</a>
rus	Russian	<a href="http://www.lighthousegoto.com/cwsglobal/rus">www.lighthousegoto.com/cwsglobal/rus</a>
slo	Slovak	<a href="http://www.lighthousegoto.com/cwsglobal/slo">www.lighthousegoto.com/cwsglobal/slo</a>
som	Somali	<a href="http://www.lighthousegoto.com/cwsglobal/som">www.lighthousegoto.com/cwsglobal/som</a>
spa	Spanish	<a href="http://www.lighthousegoto.com/cwsglobal/spa">www.lighthousegoto.com/cwsglobal/spa</a>
swe	Swedish	<a href="http://www.lighthousegoto.com/cwsglobal/swe">www.lighthousegoto.com/cwsglobal/swe</a>
tha	Thai	<a href="http://www.lighthousegoto.com/cwsglobal/tha">www.lighthousegoto.com/cwsglobal/tha</a>
tur	Turkish	<a href="http://www.lighthousegoto.com/cwsglobal/tur">www.lighthousegoto.com/cwsglobal/tur</a>
ukr	Ukrainian	<a href="http://www.lighthousegoto.com/cwsglobal/ukr">www.lighthousegoto.com/cwsglobal/ukr</a>
vie	Vietnamese	<a href="http://www.lighthousegoto.com/cwsglobal/vie">www.lighthousegoto.com/cwsglobal/vie</a>

## ANNEX A

- **Toll-Free Telephone:**

**Direct Dial**

- English-speaking USA and Canada: **855-670-0080**
- Spanish-speaking USA and Canada: **800-216-1288**
- French-speaking Canada: **855-725-0002**
- Spanish speaking Mexico: **01-800-681-5340 AT&T USA Direct**
- **All other countries: 800-603-2869** (you must dial the country access code first; click here for access codes and dialing instructions)
- **E-mail:** [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (must include company name with report)
- **Fax:** (215) 689-3885 (must include company name with report)

***Policy Acknowledgment***

The Church World Service (CWS) staff signatory below has read, understood and is in agreement with the content of this document, the CWS Anti-Human Trafficking Policy, which shall be subject to periodic revision and review. The signatory accepts the consequences of any violation of any of the above provisions under this policy.

---

Signature      Date

*This action supersedes all prior corporate actions, including policy, resolutions or other statements, with respect to the subject matter addressed herein.*

**English Language.** *Regardless of the language in which this policy was initially prepared, the English language version of the same, approved in writing by Church World Service, Inc., is deemed the official record of this policy for the purposes of interpretation and implementation. In the event of actual or apparent conflict or ambiguity in interpretation between any expressed provision of the English language version of this policy and the expressed provisions of any non-English language version of the same, the English language version officially approved by Church World Service, Inc. shall control to the extent necessary to resolve such actual or apparent conflict or ambiguity.*

## 10. Communication Blogging, Social Media, Information Sharing - 2 October 2017

The following guidance is provided to assist you in interacting with the media and determining what you should/should not share in social media forums.

### **Media**

1. All media inquiries must be referred directly to the Director or the Officer-in-Charge. Please advise the journalist that all media inquiries need to be addressed to the CWS Regional Representative for Africa via email address ([info@cwsafrica.org](mailto:info@cwsafrica.org)). Ideally, please notify the Regional Representative when you have been approached so that he/she is prepared for the call.
2. If the media request is from an employee's hometown, university, or similar publication, please submit a request in writing detailing the name of the publication, reporter, and focus of the story. As an employee of the RSC, all media contacts must be cleared before proceeding. We want to get word of our work out, and it's great to have staff featured locally, but it needs to be done in a coordinated manner. If approved, a member of RSC management will assist the staff member in preparing for the media request, whether an interview, quotation or other.

### **Blogging, Facebook & Other Social Media**

1. Never disclose confidential or proprietary information concerning the agency; please refer to the Nondisclosure Agreement signed upon hiring.
2. Never disclose information about individual refugees. It is not permissible to leave out a refugee's name or change a name—refugee information is completely confidential. Please refer to the Cooperative Agreement's guidance on the Treatment of Refugee Records.
3. Staff can post pictures of themselves or general country and/or camp photographs, but they are not authorized to post photographs of the RSC field locations and main office, other staff, or refugees. Photos or information about refugees you encounter while working with RSC should never be posted or discussed. There are strict confidentiality guidelines surrounding our work.
4. Be smart and responsible. A few lines written in anger or frustration could stay with you throughout your professional career, and you will be accountable for your writing. It's better to handle your dissatisfaction more professionally. Bloggers are personally and legally responsible for the contents of their blogs.
5. RSC is committed to strong resource stewardship. Unless specifically requested to do so to advance the RSC's mission, all staff are to refrain from social media or blogging while on RSC time, on its premises, or using its resources.
6. Staff should also be aware that what they write may be inappropriate and/or dangerous if intercepted or read by someone who did not intend to see the material. This is particularly important in humanitarian settings.

7. Act professionally towards yourself, your coworkers, your agency (and our partners). Do not post anything on your blog that will embarrass, insult, demean, or damage the agency's reputation, services, partners, clients, or employees.
8. Staff are not authorized to develop an RSC Facebook or similar page. At this time, we do not have the resources to monitor and facilitate a group site for staff, but it is something that we may consider in the future.
9. Be sensitive towards the country and culture in which you are living/working/traveling. Insulting host communities in Kenya or elsewhere may create security and public relations concerns and/or issues with colleagues in a multicultural team.

**Staff should exercise good judgment and be responsible and accountable for their writing during and after employment. If you still have questions or would like further clarification regarding this guidance, please contact the RSC Director directly**



## 6. Signing the Policy

**POLICY REVIEW.** This handbook will be reviewed at least every three years and updated as needed.

**UNDERSTANDING THESE POLICIES.** If any employee does not understand any of the provisions of these policies, they should seek clarification from their supervisor or HR Manager.

**Church World Service Africa July 2024**



**CWS AFRICA HUMAN RESOURCE AND ADMINISTRATION POLICIES:**

**ACKNOWLEDGMENT**

I hereby acknowledge receiving, reading, and understanding CWS Africa's Human Resource and Administration Policies ("the Policy"). I confirm that I shall read it thoroughly, and if there is any policy or provision in the Policy that I do not understand, I will seek clarification from the Human Resources office.

I understand that this Policy sets out the policies and practices in effect on the date shown on the document. I also understand that all policies and procedures in this Policy provide further clarity on my employment terms and conditions and form part of my employment contract. These policies and procedures are continually evaluated and may be amended, modified, or terminated at any time by CWS Africa. The HR Director or his/her designate will communicate all such changes.

I further acknowledge that this Policy handbook replaces and supersedes any and all previous employee handbooks.

*Employee's Printed Name* \_\_\_\_\_

*Employee's signature* \_\_\_\_\_ *Date* \_\_\_\_\_