



Islamic Republic of Afghanistan
Ministry of Interior
Afghan Public Protection Force (APPF)
State Owned Enterprise



Afghan Public Protection Force (APPF) Guard Employment Contract

Name of Employee: XXXXX

Tazkira Number:

Date: XX

Operation/Site:

Position:

Employee #

The following statements set out the particulars of your terms and conditions of employment.

1. Employment

- You are employed by the Afghan Public Protection Force (APPF), a state owned enterprise under the Ministry of the Interior.
- You are employed as a **Guard/Guard Supervisor/Guard Manager** in the Afghan Public Protection Force.
- You shall follow the orders and direction of all APPF Officers, senior ranking APPF guard supervisors, and any on-site APPF supervisors that those officers or guards designate.
- You are being hired as a civil service contract worker under Afghan Civil Servants Law. You will be entitled to all rights and benefits in accordance with all applicable Civil Servants and Labor Code Law and applicable legal documents. You will not have any of the police powers or authority or accrue any of the benefits granted under Afghan ANP (Afghan National Police) laws or applicable legal documents.
- You shall comply with the APPF Code of Conduct.
- Your employment will be on a fixed term contract commencing on date----- and terminating on or about date-----. This contract is subject to renewal upon the mutual agreement between you and the APPF for an additional fixed term, subject to your satisfactory performance.
- APPF shall give you at least one month's notice of its intent to either terminate the contract or to extend the term of this employment contract.
- The position is a full-time job, incompatible with any other paid employment without APPF's prior approval.

2. Probationary Period

- The first two months of your employment will be probationary and may be terminated on two week's notice given in writing by either party (APPF or yourself) at any time during or at the end of this period.
- There will be mid-term interim probation review after one month with your Supervisor or Line Manager and after a further successful review at the end of second month with your Supervisor; your appointment will be confirmed by letter.

3. Salary

- Your pay shall be approximately \$100 (5,000 AFS) per month based on civil service grade 8, step 1. Your gross salary shall be your civil service salary plus additional location/danger premium/overtime pay of \$XX, for a total gross salary of \$ XX per month. The APPF customer will fund all wages and will ensure that such funding of wages shall comply with applicable Afghan law and legal documents.
- Your monthly salary shall be payable in arrears no later than the last working day of the following calendar month and this will be subject to all required deductions and withholdings such as for taxes in accordance with all applicable Afghan law.
- Your salary will be subject to review after (end date of contract) should this contract be extended.
- You will be notified in writing of any change to the rate of your salary.

4. Deductions

- APPF has the right to deduct from your pay any sums which you may owe APPF, including, without limitation, any overpayment made to you by APPF or losses suffered by APPF as a result of your negligence or breach of organisational policy or contract.

5. Working Hours and Work Location

- You are normally required to work 40 hours per week. You are also required to work such additional hours as may be necessary for the proper performance of your duties and by entering into this contract, you hereby acknowledge your agreement to working such additional hours.
- Your normal work schedule and number of hours per shift will vary, depending on the requirements and needs of each security contract, as determined by the Risk Management Consultant (RMC) and/or the customer who is contracting for the services of the APPF guards. APPF supervisors and its customers shall designate the shift hours and schedule to be worked by all guards.
- The wages you receive are agreed as payment in full as your monthly salary for any hours worked for that month, unless there was an error in the calculation of your monthly payment.
- You shall be required to work at the job site or convoy route as specified by APPF or the RMC consultant, regardless of location within Afghanistan.
- All work hours and schedules set by the RMC consultant and customer and required by the APPF shall comply with applicable Afghan law and legal documents.

6. Recreational/Annual Leave

- The APPF's recreational/annual leave period runs from March to March, according to the Persian Solar calendar.
- In each year of service your basic recreational leave entitlement will be 20 days per year based on applicable Labor Code Law.
- Your recreational leave time shall not accrue until your eleventh month of employment.
- Recreational leave must be authorised in writing at least one week in advance.
- Five days recreational leave may be carried forward to the next year. Carried forward leave must be taken in the first four months of the New Year.

7. Public Holidays

- You are entitled to paid public holidays in addition to your basic recreational/annual leave entitlement. These public holidays will be those stated in the National Holiday Schedule published by APPF in January each year.
- In the event you work on any of the public holidays, you hereby agree that compensatory time off will be carried forward to another day as authorized by your APPF supervisor and RMC consultant.

8. Sickness or Urgent Leave

- If you are absent from work for any reason and your absence has not previously been authorised by your Supervisor or Line Manager, you must inform your supervisor of the fact of your absence and the full reasons for it no later than 1 hour after your normal start time on the first day of absence. You are required to keep in touch regularly thereafter throughout the duration of your illness. Please note that any sick leave of more than one day must be authorised by a doctor and/or qualified physician in writing.
- In each year of service, a maximum of 20 days sick leave per year will be paid. Thereafter any sick leave taken would be unpaid.
- In each year of service, a maximum of 10 days urgent leave will be paid for marriage, death of a father, mother, sibling, spouse, child, mother or father-in-law, uncle, or aunt, or birth of a baby.
- Urgent leave, not exceeding three days in each case, shall be granted upon notice. Such leave for a longer period shall be granted upon your request and approval by your Supervisor.

9. Retirement Benefits

- You are entitled to any pension or retirement benefits allowed under applicable Labor Code and Civil Service Law after completion of one year of service. The APPF customer shall fund all accrued pension benefits.

10. Medical Treatment

- Medical treatment shall be provided free of charge to all employees.

11. Martyrdom and Burial Benefits

- You shall be entitled to \$3,000 in burial and \$14,000 in martyrdom benefits.

12. Equipment and Life Support

- All APPF guards shall be provided with a uniform, weapon, ammunition and all necessary communication equipment, vehicles and transportation, food and housing while on the job location. Employee understands that the use of equipment, weapons, ammunition or uniform issued for any purpose other than official APPF protection purposes is prohibited.
- You agree to return any equipment, weapons, ammunition or uniforms issued for business use and understand that you may be liable for the cost of all such items if they are not returned to the proper APPF authorities at the end of your contract.

13. Notice

- During probation, the period of notice to be given by either party is two weeks (See section 2: Probationary Period).
- After probation, the period of notice to be given in writing by you to terminate your employment is one month's notice. APPF shall have the right to terminate your employment for misconduct and all other reasons as permitted under applicable Labor Code and Civil Servants Law and applicable legal documents.

14. Grievance and Disciplinary Procedures

- Grievance: If you have any grievance relating to your employment you should in the first instance contact your supervisor. APPF will then take appropriate action to resolve the matter in consultation with all the parties concerned. Every effort should be made to resolve the issue before resorting to any formal grievance procedures.
- Discipline: It is hoped that a strong and close working relationship based on trust and support will be built between you and APPF. In view of this, every effort should be made to work through problems and issues in a sympathetic and supportive way before resorting to more formal disciplinary proceedings. However, you are expected to abide by the policies and procedures set by APPF.
- Grievance and disciplinary matters shall be conducted in accordance with applicable law, with implementation procedures to be established by APPF.

15. Health and Safety

- APPF will take all reasonable practicable steps to ensure your health, safety and welfare at work. All staff should also take care for the safety to themselves and others who may be affected by their activities. You must familiarize yourselves with APPF Health and Safety Policy filed in each location.
- In order that APPF maintain a positive work environment for all staff, you are required not to engage in or permit any staff colleague to engage in any sexual, racial, other harassment or discrimination against any person (whether or not an APPF contractual worker) in the course of your or their employment by APPF.
- You agree to immediately inform your supervisor of all accidents, illnesses or other emergencies that affect you. You agree to abide by all advice relating to such incidents or other health-related issues given by APPF or its medical advisors.

16. Expenses

- Miscellaneous expenses (including pre-assignment medical as appropriate) will be paid by APPF, subject to approval and on a receipted basis, where possible and subject to any specified ceiling.

17. Other Provisions

You must promise as follows:

- In the name of Allah I swear to be honest for the country, people and Islamic Republic of Afghanistan. I will respect my duty, support and obey the Islamic Law and other applicable laws of the country. I promise to perform my job honestly and to enforce the rule of law without hesitation. I will never commit any violation of law during my duty.
- Pass a security/background check which confirms no prior convictions and no history of involvement in terrorist activity.
- Submit to any biometric testing as required by APPF or the RMC consultant.
- Immediately report to APPF any arrest or charge against me for any criminal offense.

18. Changes to Terms of Employment

- APPF may make reasonable changes to your terms and conditions of employment consistent with the job description and work-plan. Any such changes will not be implemented without prior consultation.

CONFIRMATION

If you agree with the terms and conditions of employment as stated in this letter of appointment, sign/finger print below and return one of the four copies to the Human Resources Manager at the APPF Headquarters office.

<u>Employee</u> Name:	Signature: Date:
<u>Head of HRD</u> Name:	Signature Date:
<u>DG of Business & Finance</u> Name:	Signature: Date:

File to (cc): Employee, Employee's Personnel File, Finance Director, and HR Director