



**USAWA**  
AGENDA

Evidence | Innovation | Engagement

# USAWA AGENDA

## HUMAN RESOURCE MANUAL | SEP 2020

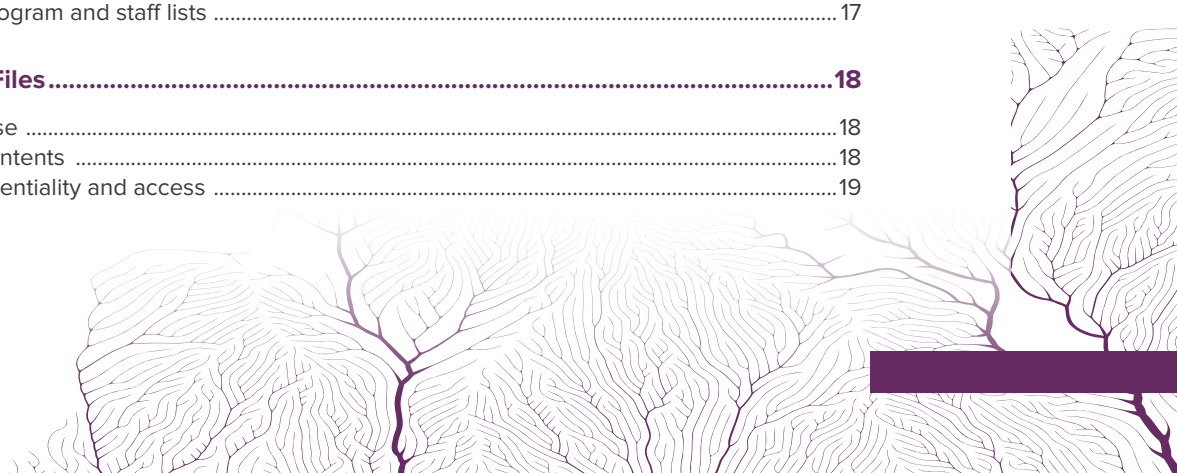


We work for equality of the equal and equity for the unequal

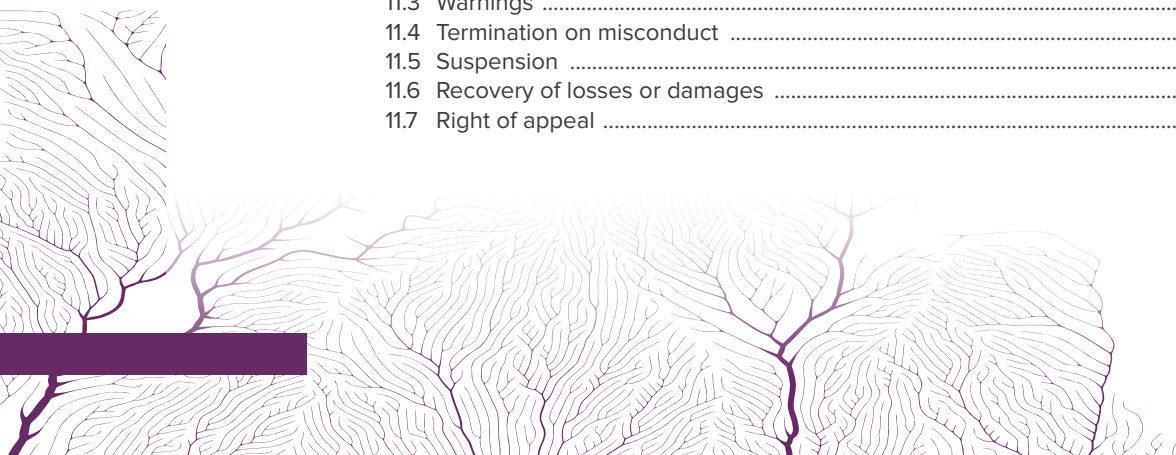


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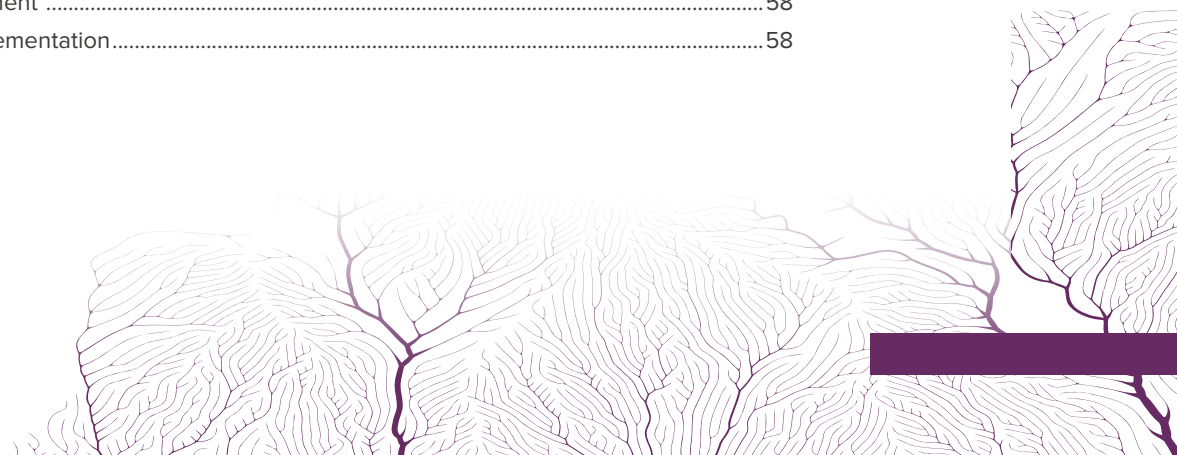
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# Definitions

“**ART**” means Antiretroviral therapy and “**ARV**” means Antiretroviral drugs

“**Board**” or “**Board of Directors**” means the Board of Directors of Usawa Agenda

“**Board Director**” means a member of the Board of Directors not an employee of Usawa

“**Dependent**” is a relative or family relative or any other person that is fully supported by the employee and has been pre-registered in the personal file.

“**Directors**” means the Executive Director or an officer endorsed by the Board to serve as a staff Director at Usawa

“**DSA**” means daily subsistence allowance to cover reasonable costs of employees on work travel out of station.

“**Employee**” generally means any individual person engaged by Usawa on a contract basis to undertake a specific set of functions for or at Usawa

“**Employer**” means the Board of Directors of Usawa

“**Executive Director**” means the Executive Director of Usawa, who has been delegated responsibility to manage the day-to-day affairs of Usawa.

“**Family**” means an employee, his/her spouse/partner, and legal children under the age of 18 years or 22 years if children are engaged in full time education.

“**HR Manager**” means the Manager responsible for Human Resource Management, who may be the same as the Manager responsible for Operations, or Operations Manager

“**HR Manual**” means the Usawa Agenda Human Resource (HR) Manual

“**Leadership Team**” is comprised of the directors of Usawa and is headed by the Executive Director

“**Long term contract employee**” – means an employee of Usawa working full time with a continuous contract of more than six months.

“**Management**” means the executive authority of the organization vested in the Executive Director.

“**Management team**” means a grouping headed by the Executive Director and consisting of directors, managers and senior advisors, whose exact composition may be adjusted from time to time by the Executive Director.

“**Organization**” means Usawa Agenda.

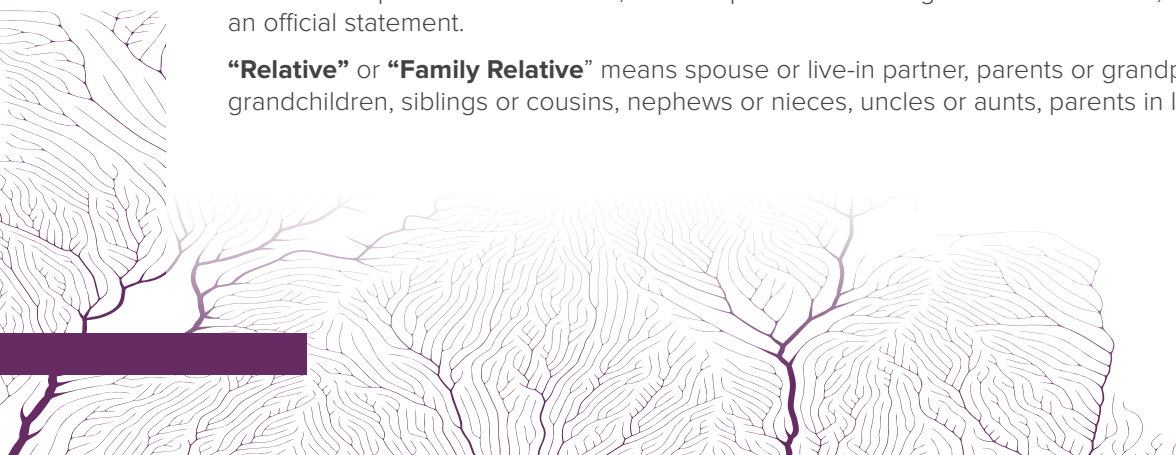
“**Partners**” means an organization or other entity with whom Usawa Agenda formally collaborates in the pursuit of a common aim.

“**Policies**” means the Usawa Agenda Human Resource Manual, Financial Regulations and other major policies as may be established and amended from time to time by the Board of Directors.

“**Probation**” means the period of initial employment, during which appointment to the position is yet to be confirmed by the employer

“**Published information**” means information that the Executive Director has authorized to be published as an official publication of Usawa, or to be placed on the organizational website, or has issued through an official statement.

“**Relative**” or “**Family Relative**” means spouse or live-in partner, parents or grandparents, children or grandchildren, siblings or cousins, nephews or nieces, uncles or aunts, parents in law or siblings in law.



**“School fees “** means one or more of the following school related items that are charged by the school to the Usawa employee: Tuition fees, Boarding fees, Books or other Teaching learning materials that are mandatory and are charged by school, School library fee as charged by school; Class room academic projects; Recurring Repairs, Maintenance and Improvement if charged separately by the school; Administration costs if charged separately by the School; Utilities if charged separately by the school; Insurance Property if charged separately by the school; Personal Emolument (salaries) if charged separately by school; Computer lesson if mandatory, charged and offered by the same school. Exclusions: Uniforms, Transport, Medical, Extra curriculum tuition (extra lessons outside school hours).

**“Staff”** is a general term to mean employees, consultants, interns and volunteers provided a contract to perform a function at or for Usawa, unless stated or the context suggests otherwise

**“Senior Management Team”** means the group that consists of the employee Directors of Usawa Agenda.

**“Supervisor”** means an employee responsible for overseeing and supporting the work of subordinate employee(s)

**“Usawa”** means Equity.

**Agenda;** means tasks to be undertaken by Usawa

**“Working day”** means a day in which an employee would normally be required to work (i.e. Monday to Friday). A week has 5 working days, except for public holidays.

***The Usawa Agenda Human Resource (HR) Manual shall be the guiding document for regulating staff engagement at Usawa. All staff at Usawa shall be recruited and engaged and shall operate under the conditions and terms stipulated herein, unless a different arrangement has been prior agreed in writing with the Board.***



# 1. Introduction

## 1.1 Status

Usawa Agenda is a (not for profit) company limited by guarantee and not having a share capital, registered under the Companies Act 2015 with registration certificate number CLG-R9F8JX. The organization's activities throughout the country and globally are managed through Usawa. During its first year Usawa was hosted under Twaweza Kenya; as of 1 January 2020 it is yet to get - full independence to manage its own affairs.

## 1.2 Purpose and application

This Human Resource (HR) Manual has been prepared to enable the application of fair, consistent and equitable terms and conditions for all employees. The terms of the HR Manual applies to each staff member unless, with the consent of the Board, it is stated otherwise in his or her signed employment contract.

## 1.3 Considerations shaping policies

The conditions of service have been developed with reference to, and in consideration of the following:

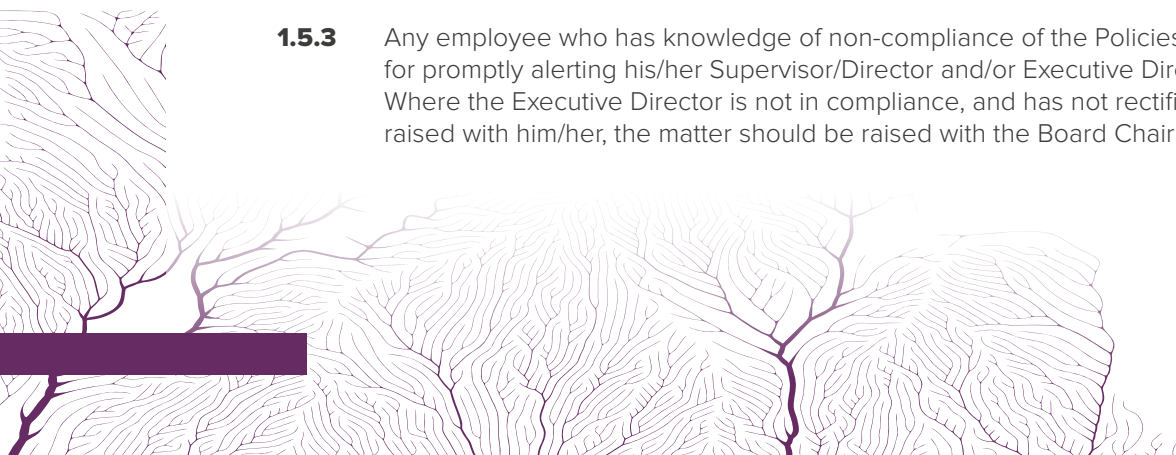
- The Constitution of Kenya 2010 and the laws of Kenya (Acts) governing Employment and Labor matters. The Usawa Vision, Mission and Values
- Policies and practices in similar organizations
- Seeking to assure long term sustainability of Usawa
- Seeking to provide a supportive working environment

## 1.4 Setting of policies

The major policies and regulations of Usawa shall be set by the Board consistent with Usawa's Articles of Association and applicable legislation. The Board reserves the right to revoke, add or amend the HR Manual and other Policies at any time as it deems fit. The manner in which staff may suggest changes to the policies is provided for in the Governance and Management Policies.

## 1.5 Compliance

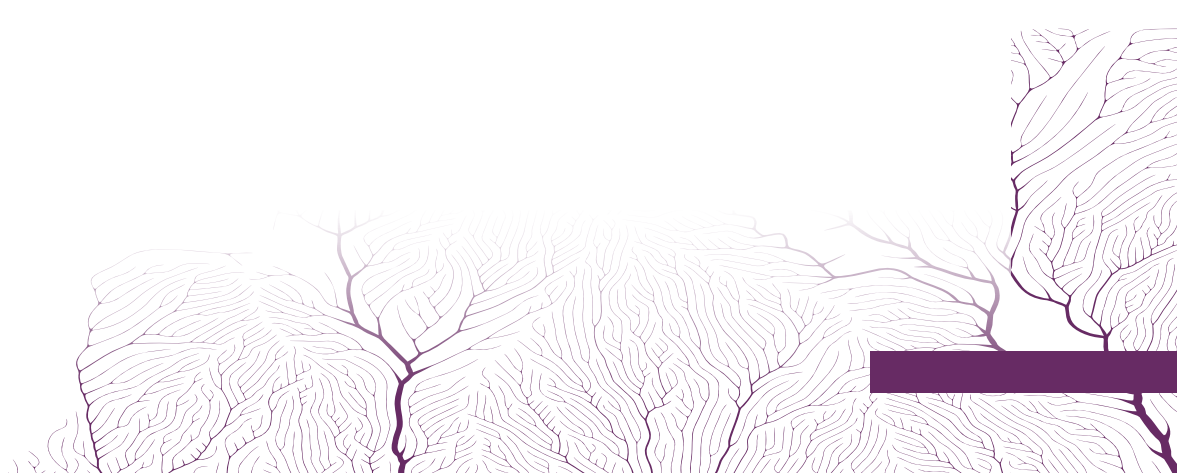
- 1.5.1** All Usawa employees are required to read, understand, abide by, and promote organizational Policies. Ignorance of the policies or specific part thereof shall not constitute a defense. Where specific responsibilities are delineated, officers or persons responsible shall discharge their responsibilities fully in accordance with the Policies. Non-compliance with the Policies or any part thereof shall constitute a breach of employment contract and the Code of Conduct as specified herein.
- 1.5.2** Executive Director and the other members of the Senior Management Team, supported by the Operations Manager and the Finance Manager, shall have primary responsibility of promoting and explaining the Policies and ensuring that all staff understand, appreciate and comply with the Policies.
- 1.5.3** Any employee who has knowledge of non-compliance of the Policies shall be responsible for promptly alerting his/her Supervisor/Director and/or Executive Director of the matter. Where the Executive Director is not in compliance, and has not rectified the breach once raised with him/her, the matter should be raised with the Board Chairperson.





**1.5.4** Any employee who through gross negligence, misappropriation or misapplication of resources, or other significant non-compliance of the Regulations causes loss or damage to Usawa may be held personally liable, and shall be subject to reimbursement of loss/ damage to Usawa and/or face other disciplinary action. The Executive Director (or where the matter concerns the Executive Director, then the Board of Directors) shall make such determinations in a fair and consistent manner, and provide reasons for the determination in writing. The employee concerned shall have right to a fair hearing and right to appeal in accordance with applicable provisions for the same as set forth in the Policies and these Regulations.

**1.5.5** In the interest of transparency, accountability and communication, and to aid institutional memory, all employees at Usawa shall strive to ensure clear, thorough, accurate and succinct documentation of policy application. Both requests and determinations should make reference to specific policy applied to the extent possible.



## 2. Code of Conduct

### 2.0 Purpose

The purpose of the Code of Conduct is to promote and safeguard the interests of Usawa, and create conditions for all employees to conduct themselves with integrity and work together to create a productive working environment, and get things done with quality. Failure to comply with the Code of Conduct shall be considered a breach of the terms of employment and warrant disciplinary action and/or termination of contract.

### 2.1 Discharge of duties

Every employee shall discharge the duties entrusted to him/her with the highest degree of excellence, professionalism, skill, punctuality, integrity and loyalty to Usawa. Every employee shall comply with all lawful instructions regarding the work of Usawa given to him/her by the Board of Directors, Executive Director and/or Supervisor as the case may be. Every employee shall devote working hours to the work of Usawa, and may not undertake private work, unless duly authorized in writing by the Executive Director.

### 2.2 Learning and development

Every employee is responsible for his/her learning and development. Every employee is expected to seek to continually reflect and learn about how he/she can perform his/her responsibilities and contribute to Usawa more effectively. Each year, each employee shall develop a learning plan in conjunction with the needs of his/her job responsibilities and the advice of his/her Supervisor/relevant Director. Usawa shall in turn promote an environment that fosters learning and development through activities such as learning sessions, coaching, and engagement with others.

### 2.3 Reputation of Usawa

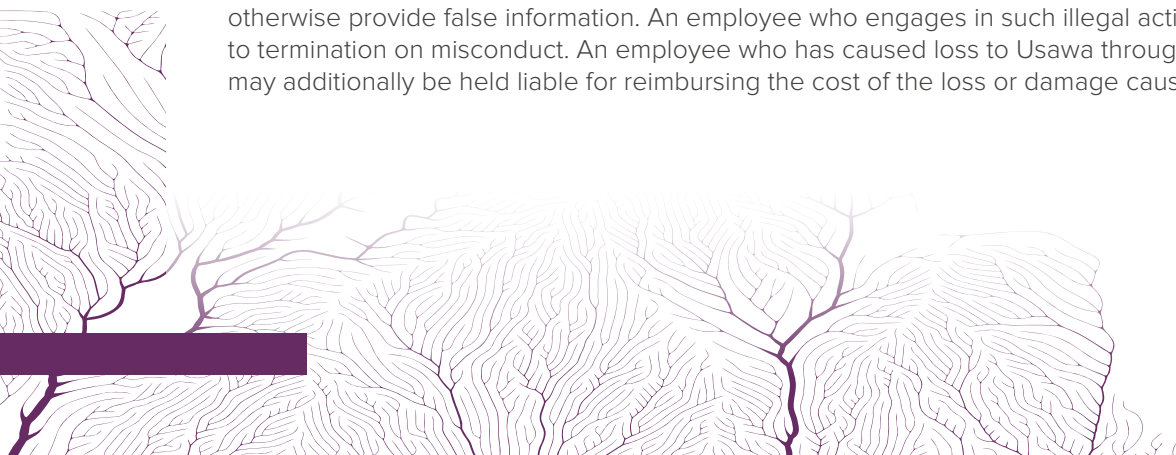
All employees shall at all times act in a manner that shall enhance the reputation, values and wellbeing of Usawa. No employee shall act in a manner that could bring the reputation of Usawa into disrepute or otherwise jeopardize its standing.

### 2.4 Mutual respect and non-discrimination

Every employee shall conduct him/herself with courtesy, respect and integrity towards all persons in the course of doing his/her work. No employee may discriminate against any other person on the basis of race, ethnicity, age, sex, sexual orientation, marital status, origin, disability, creed, political belief, religion or HIV status. No employee may abuse or deliberately intimidate any other person. No employee may make sexual advances where he/she knows, or ought to know that the solicitation is unwelcome or in any other way sexually harass another person.

### 2.5 Zero tolerance for corruption

Usawa has zero tolerance for corruption, theft, fraud and dishonesty. No employee may request, induce, demand or accept gifts, financial or otherwise, for actual or perceived direct or indirect performance of assigned responsibilities. All gifts received by Usawa or employees in the course of working at Usawa shall be reported to management and duly registered in the Gift Register. No employee may falsify or otherwise provide false information. An employee who engages in such illegal actions shall be subject to termination on misconduct. An employee who has caused loss to Usawa through such illegal actions may additionally be held liable for reimbursing the cost of the loss or damage caused.



## 2.6 Conflict of interest

All employees shall fully comply with the Organization's Conflict of Interest Policy, which seeks to avoid actual, potential or apparent conflict of interest and requires full disclosure of affiliations with companies and associations.

## 2.7 Use and care of Usawa property

Usawa properties, logos, domains, equipment and other assets may only be used for the work of the Organization, unless authorized otherwise in writing by the Board or Executive Director as the case may be. The Official Seal and Stamp of Usawa may only be used by the Executive Director or officers designated by him/her to do so in writing. All employees shall safeguard all properties and materials entrusted to them, fully document their allocation and movement, and exercise the utmost care in their use.

## 2.8 Representation and delegation

The spokesperson for Usawa shall be the Executive Director. No employee, consultant, intern or other staff shall, without the express authority of the Executive Director, speak with the media, publish or make other or transmit official statements on behalf of Usawa and/or its projects. All official publications or statements of Usawa shall be signed by the Executive Director or an employee delegated by him/her in writing. Notwithstanding these provisions, employees may share prior published or approved information with third parties without prior permission.

## 2.9 Confidentiality

- 2.9.1** All employees shall maintain confidentiality at all times. No employee may disclose, transmit or otherwise share any unpublished information in any form related to the work of Usawa or its staff/partners which come to his/her knowledge as a result of his/her employment. Particular care shall be taken not to disclose, furnish or give any information to unauthorized persons that may harm the reputation or interests of Usawa. This provision applies during and after employment.
- 2.9.2** Individual staff salary and benefit levels, annual staff appraisals and decisions regarding promotion, demotion or other disciplinary action shall be confidential.
- 2.9.3** Every employee of Usawa may be asked to sign a declaration of confidentiality and any breach of confidentiality shall lead to disciplinary and/or legal action.
- 2.9.4** Upon termination of contract, no employee may take any unpublished information in any form (physical, electronic or otherwise) with him/her or continue to use/access any electronic or web resources that were made available to him/her by virtue of their association with Usawa.
- 2.9.5** The employee must relinquish all passwords he/she had acquired through their affiliation with Usawa on or before their last day of working at/with Usawa; and may not use passwords after the termination of contract or share passwords with any other party.
- 2.9.6** The Executive Director may from time to time as needed issue general or specific guidance regarding confidentiality and disclosure.

## 2.10 Integrity

Each employee at all times shall be truthful and disclose relevant information regarding their conduct and ability. Any employee who makes false statements, provides misleading information or withholds information relevant to their discharge of duties at or reputation of Usawa shall be considered to have violated this Code of Conduct and be subject to disciplinary action.

## 2.11 Sexual Harassment

Sexual harassment refers to any form of sexual discrimination that may involve individuals of the same or opposite gender. It includes unwelcome sexual advances, whether implicit or explicit; verbal or written requests for sexual favours; and repeated requests for dates. Usawa Agenda disapproves of any sexual harassment, whether committed against its employees, partners, or beneficiaries, and is committed to its eradication. Staff are encouraged to report any form of sexual harassment to management. Management is committed to acting on any such reports in a manner that ensures that the Usawa Agenda work environment remains free of any form of sexual harassment.

Sexual harassment can be of two types, “Quid pro quo” or “hostile environment”. “Quid pro quo” occurs when someone in a position of power or authority (e.g. a director, manager, or supervisor) requests or demands for sexual favours from a subordinate in exchange for some benefit (e.g. pay rise or promotion), or to avoid termination, demotion, suspension, disciplinary action or any other forms of harassment. . In a “hostile environment”, the employee might not suffer an employment benefit loss, but the speech or conduct of others is so severe that it makes the work atmosphere abusive or intimidating. Some activities that could form a “hostile environment” include, but are not limited to: discussing sexual activities; inappropriate touching; commenting on physical attributes; unseemly gestures; crude and offensive language; displaying sexually suggestive pictures; ostracizing workers of one gender; or giving job favours to people who participate in consensual sexual activity.

## 2.12 Absence and Lateness

Employees of Usawa are expected to be punctual and regular in attendance. Staff are expected to report to work as scheduled and to remain at work, except during meal periods, authorized breaks, or when required to leave on authorized Usawa business or field work.

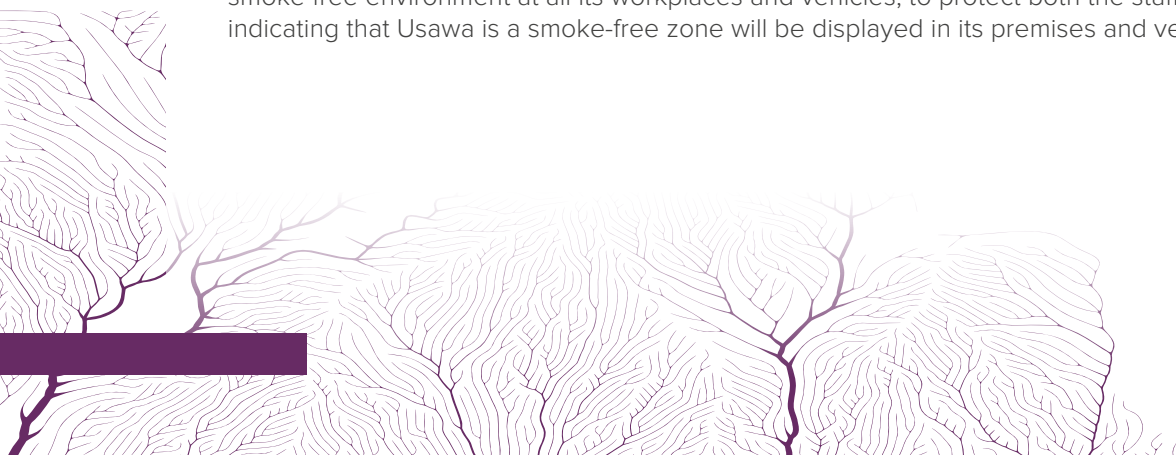
All staff must notify their immediate supervisors as soon as possible if they are unable to report to work on any particular day, and relevant leave days taken for the period of absence. In all cases of absence or tardiness, employees must provide their immediate supervisors with a reason or explanation. Other than in extenuating circumstances, all staff must notify the office on each day that they are not able to report to work and take leave appropriately. Staff absent for more than one day due to illness or injury shall be required to submit a medical certificate issued by a certified medical practitioner recognized by Usawa as soon as possible and no later than the day of return to work. Excessive absenteeism (excused or not) may be grounds for disciplinary action, including termination of employment.

## 2.13 Usawa Agenda Policy on Drugs and Alcohol Abuse

It is the policy of Usawa to maintain a work place free from the effects of drug and alcohol abuse. In this respect, Usawa staff members are prohibited from the sale, dispensing, distribution, possession or manufacture of illegal or non-prescribed drugs and narcotics, or alcoholic beverages in Usawa premises, work sites or vehicles. In addition, Usawa staff members are prohibited from the off-premises use of illicit drugs and excessive use of alcohol. Usawa will not engage in any court affair for an Usawa staff member that is related to the use of drugs or alcohol. An employee who engages in the use or distribution of illicit drugs within Usawa premises or using Usawa vehicles shall be subject to disciplinary action or termination. .

## 2.14 Usawa Agenda Policy on Smoking

Usawa is mindful of the adverse effects of smoking both to persons who smoke, and to non-smokers exposed to the cigarette smoke of others (passive smokers). Accordingly, Usawa promotes a policy of a smoke free environment at all its workplaces and vehicles, to protect both the staff and visitors. Posters indicating that Usawa is a smoke-free zone will be displayed in its premises and vehicles.



# 3. Recruitment

## 3.0 Purpose

Usawa shall at all times seek to recruit the best person for authorized vacancies without favour or bias. The recruitment policy aims to ensure that recruitment is done in a manner that is effective, efficient, fair and transparent.

## 3.1 Categories of contractual engagement

There are several categories of contractual engagement at Usawa, as outlined below.

**Long Term Contract Employee:** An employee appointed on a full time basis for an established staff position for a period exceeding six months.

**Temporary or Part-Time Employee:** An employee who is engaged for a continuous period of less than six months or an employee who is engaged for three or less days per week.

**Intern:** A person who contributes to the work of Usawa primarily for learning purposes and to gain work related experience, and not entitled to benefits of part-time or long-term contract employees.

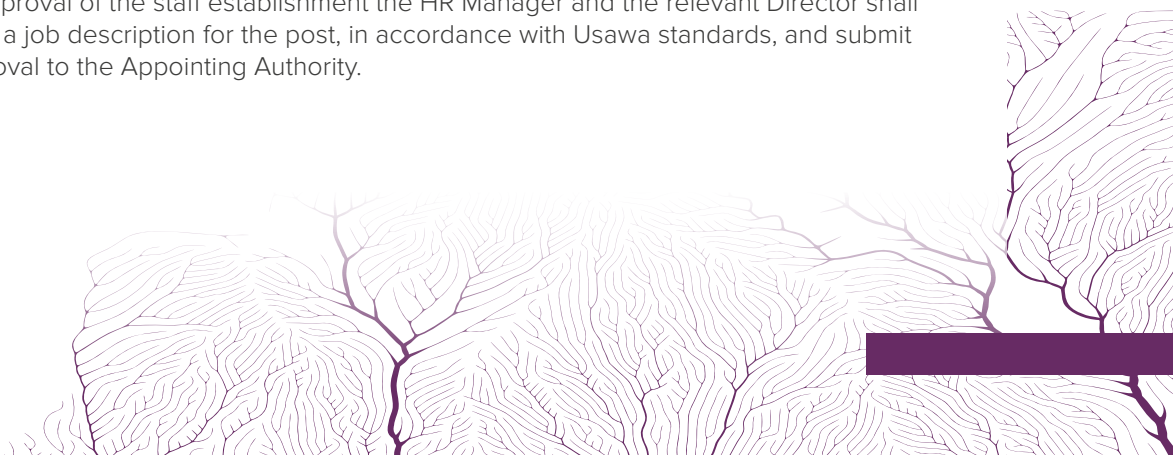
**Volunteer:** A person who voluntarily contributes to the work of Usawa at no charge, and not entitled to benefits of part-time or long-term contract employees.

**Consultant:** A professional who provides advice or services to Usawa in a particular area of expertise for a specific period of time, usually for the delivery of a specific set of outputs, for fee specified in the contract of engagement, and not entitled to benefits of part-time or long-term contract employees.

**Casual Laborer:** A non-professional person who performs a specific support or clerical task for a specified short period for Usawa, and not entitled to benefits of part-time or long-term contract employees

## 3.2 Staff establishment

- 3.2.1** Staff position that fulfils a critical function at Usawa for a period expected of 12 or more months shall be designated as part of the 'staff establishment'. Positions of shorter periods, temporary nature or not mission-critical tasks shall normally not be considered as part of the staff establishment.
- 3.2.2** The Board shall towards the end of each year, upon the recommendation of the Executive Director, consider and approve the staff establishment for the following year. The staff establishment shall consist of the number of posts, the title of each post, a brief summary of the post, and the designated Grade level of the post consistent with Usawa policies. In preparing the staff establishment for Board approval, the Executive Director shall consider the functions required in the approved Organizational Strategy and Annual Plan (and budget), equity and fairness in relation to other staff, and long-term sustainability.
- 3.2.3** The Executive Director may from time to time request the Board to alter the staff establishment where this serves the evolving interests of the organization and can be accommodated for in the budget.
- 3.2.4** Upon approval of the staff establishment the HR Manager and the relevant Director shall develop a job description for the post, in accordance with Usawa standards, and submit for approval to the Appointing Authority.



### 3.3 Appointing authorities

3.3.1 The applicable appointing authorities are shown below:

Position	Appointing Authority
Executive Director	Board of Directors
Director and country leads	Executive Director in consultation with the Board Chairperson
Other employees	Executive Director in consultation with relevant Directors

3.3.2 Appointments may only be made by the appointing authorities. The contract of the Executive Director shall be signed by the Board Chairperson. All other contracts shall normally be signed by the Executive Director.

### 3.4 Recruitment Process

3.4.1 No recruitment may commence without having a clear set of approved requirements in the form of approved job description or terms of reference.

3.4.2 Usawa shall normally recruit long term contract employees in the staff establishment through an open and competitive process. Job vacancies shall always be posted on the organizational website for a minimum of two weeks before closing deadline so as to allow any interested party to apply. Consultants, short term employees and interns who are hired for up to eleven months do not need to be recruited through an open process.

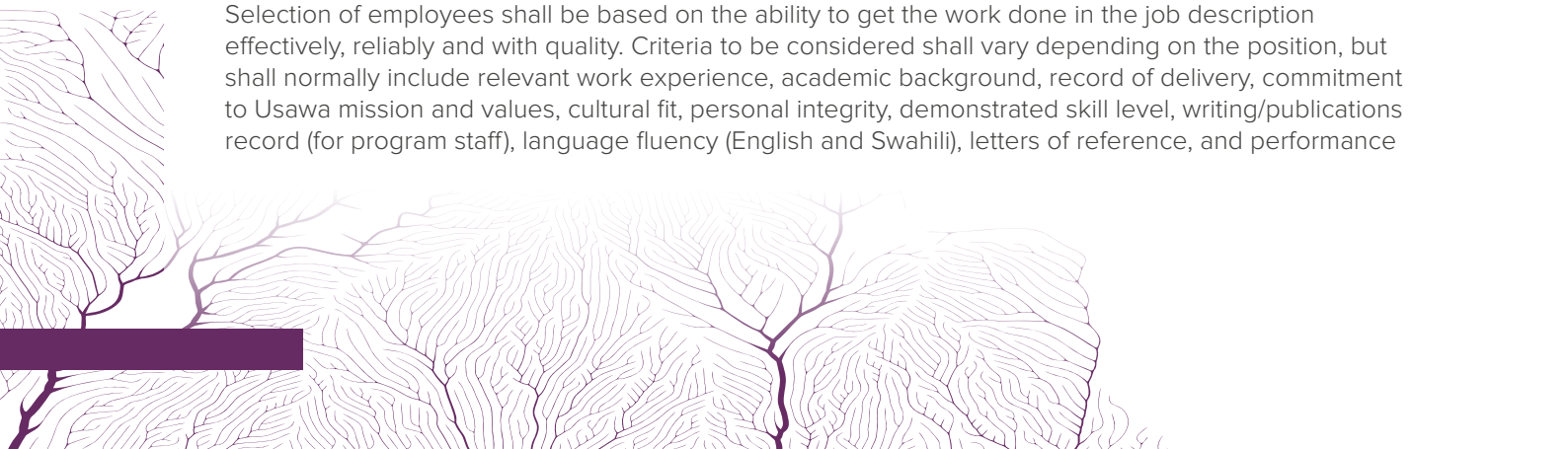
3.4.3 Where seen to be effective, job adverts shall be placed in newspapers and/or circulated through email and social media networks. Adverts (or e-links to adverts) shall normally describe the Organization and state the key job responsibilities and qualifications required. Alternatively, after consultation with the HR Manager and relevant director, the Executive Director may authorize the use of a professional recruitment agency or consultant to undertake the search (instead of broad public advertisement) where this is considered likely to be more effective.

3.4.4 Employees, who are often best placed to understand and promote the Organization, are encouraged to aid the recruitment of long term contract employees and inform the HR Manager of potential candidates in writing (email). Where a candidate identified by an employee (in cases where the candidate was not otherwise introduced to the Organization and had not previously applied) is hired and is formally confirmed in position after successfully passing probation, shall entitle the employee who identified him or her to be awarded a bonus payment of up to USD one thousand (1,000), less applicable tax. The employee must request this payment in writing. This incentive shall not apply in cases where the candidate is already affiliated with Usawa, or is a relative of or resides with any employee of Usawa. Where there is doubt or ambiguity regarding interpretation of the application of this bonus payment, the Director of Services shall make a fair determination and his/her determination shall be final.

3.4.5 Employees or affiliates of Usawa interested in vacant positions may apply by fulfilling all application requirements, and shall generally need to compete with external candidates.

### 3.5 Criteria for selection

Selection of employees shall be based on the ability to get the work done in the job description effectively, reliably and with quality. Criteria to be considered shall vary depending on the position, but shall normally include relevant work experience, academic background, record of delivery, commitment to Usawa mission and values, cultural fit, personal integrity, demonstrated skill level, writing/publications record (for program staff), language fluency (English and Swahili), letters of reference, and performance



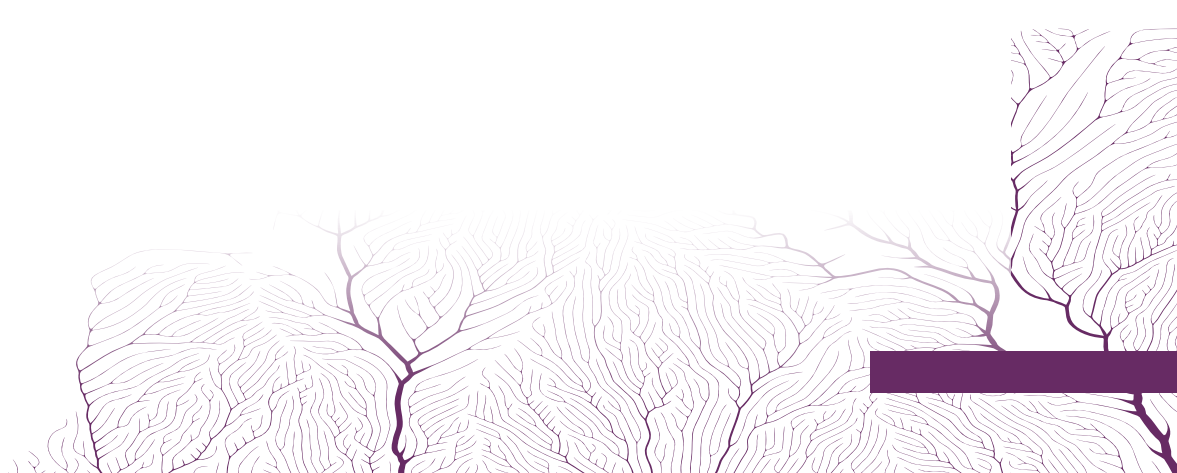
during interview(s). These criteria shall be applied fairly and flexibly rather than rigidly. Minimum qualification requirements may be waived where the candidate who does not possess them is regarded to be best able to fulfil work responsibilities provided such a waiver is warranted and documented.

### **3.6 Diversity, preference and non-discrimination**

- 3.6.1** Usawa is an equal opportunity employer. In the course of recruitment and employment, Usawa shall not discriminate against anyone on the basis of race, ethnicity, place of origin, age, sex, sexual orientation, marital status, origin, disability, creed, political belief, religion or HIV status, unless a person's status impairs the effective performance of his/her duties at Usawa. Wherever possible, emphasis shall be placed on encouraging qualified women and people with disabilities to apply. Recruitment may also take due account of the need for diversity and balance in the workplace, provided this does not compromise the competence required of all employees.
- 3.6.2** All candidates shall be obliged to divulge any information that they have regarding legal, health and other issues that could reasonably be expected to impair their ability to successfully perform their duties. A candidate who knowingly withholds such information shall be considered in breach of the Usawa Code of Conduct and be subject to termination of contract or other disciplinary action.
- 3.6.3** Consistent with statutory requirements, first preference shall be given to nationals of the country of work station and second preference to nationals of the other countries of East Africa in recruiting long term contract employees. Where Usawa is unable to recruit competent and qualified nationals/East Africans after exhausting all reasonable avenues for doing so, it may consider recruiting non-citizens of East Africa provided immigration and all other applicable laws and requirements are fulfilled.

### **3.7 Applications and Assessments**

- 3.7.1** The Executive Director in consultation with the Director of Services and HR Manager shall establish a fair, clear and efficient process for processing, assessing and responding to applications.
- 3.7.2** All applications received through all means shall be recorded and entered into a simple register stating position applied, name of applicant, date received and whether all application requirements have been fulfilled. This shall apply regardless of whether the process is managed by Usawa or by a third party on behalf of Usawa. The register may be electronic and automated.
- 3.7.3** As soon as is practicable, the management shall transition to making its application process fully online, so as to enable faster, efficient processing, greater responsiveness, easier tracking, transparency and fairness.



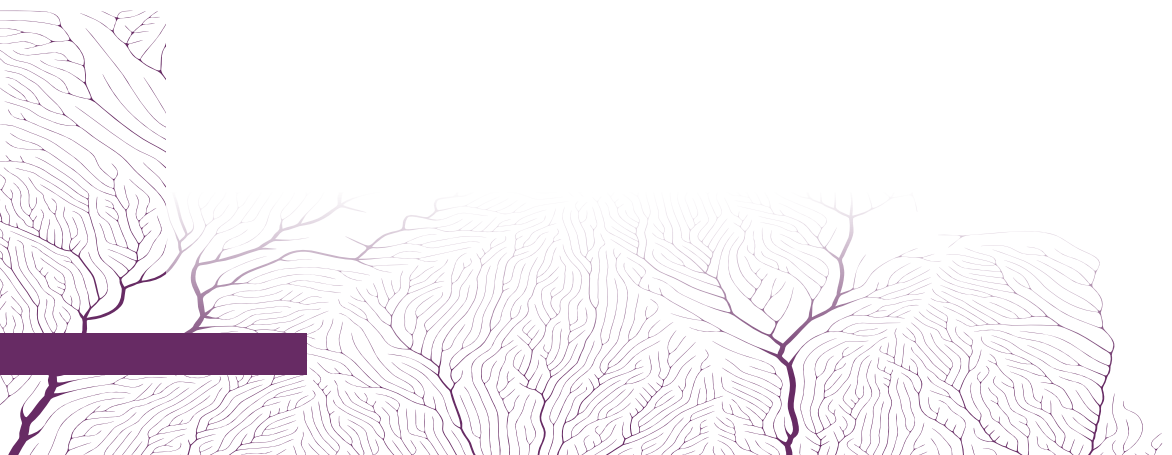
**3.7.4 Where managed by Usawa, the key steps of the process shall include:**

	<b>Action</b>	<b>Purpose</b>	<b>Responsible</b>	<b>Maximum Time</b>
1	<b>Receive applications and record in register (process to be automated in future)</b>	To ensure no application is misplaced, allow tracking	Officer responsible for HR	As received, completed within 2 working days of application deadline
2	<b>Remove not qualified applications, Prepare long list</b>	Sort out applicants who meet criteria	Officer responsible for HR	Within 5 working days of application deadline
3	<b>Further scrutiny, close reading of applications</b>	Identify the few most promising names	HR Manager, Supervisor of post and relevant director	Within 5 working days of receiving long list
4	<b>Prepare short list Undertake interviews, reduce it to 1-3 candidates</b>	Engage with candidates in person, test skills, select most suitable candidate(s)	Director HR Manager, Supervisor of post and relevant director	Within 10 working days of finalizing shortlist
5	<b>Undertake reference checks and due diligence, in writing and by phone</b>	Check candidate(s) history, actual performance record	Director HR Manager	Within 5 working days of interviews
6	<b>Finalize assessment and recommendation, document carefully</b>	Select the best person to do the job	HR Manager, Supervisor of post and relevant director	Within 10 working days of interviews
7	<b>ED to review, meet the candidate if desired, and make determination</b>	Final check and appointment	Director, ED	Within 3 working days of receiving recommendation of appointment

**3.7.5** Reasonable costs incurred by candidates residing outside the interview location shall generally be reimbursed by Usawa, provided terms are agreed and communicated in advance in writing.

**3.7.6** For all long term contract employees at least three officers shall be involved in interviewing the candidate(s) before a determination is made, of which at least one must be from HR and one be the post's Supervisor or Director.

**3.7.7** Relevant unit Director and the Director of Services shall communicate a summary of the recruitment process, the details of the recommended candidate and proposed salary grade to the Executive Director, who shall reserve the right to meet the proposed candidate in person or by phone before making his/her final determination. All appointments may only be made by the Appointing Authority, in writing.





## 4. Appointment

### 4.0 Purpose

New appointments shall be managed effectively and professionally. The terms and conditions of work shall be clearly spelled out and understood. The new appointee shall be provided with the necessary contract and policy documents, working materials and passwords, orientation and training to enable effective commencement of work.

### 4.1 Letter of Offer

Once the Executive Director approves appointment of candidate, the HR Manager shall normally prepare a simple letter of offer that shall state the position title, duty station, start and end dates, salary level and amount, and list of key benefits. The letter shall also state that the offer is subject to successful completion of due diligence requirements and agreement on detailed job description and terms. The letter of offer shall be signed by the Executive Director, the Unit Director, or the HR Manager upon the request of the Executive Director.

**4.1.1** Where all the due diligence has been satisfactorily completed and all the information needed for the contract is available, the letter of offer stage may be skipped and a contract offered right after making a determination of the offer.

### 4.2 Contract requirement

**4.2.1** All persons who are offered compensation or benefits, or work from the Usawa offices and/or are entrusted with Organizational materials, must be provided a contract stating purpose, terms and duration of appointment. All such persons may not commence with employment or service prior to the contract having been signed by authorized representatives of both parties.

**4.2.2** All contracts shall specify: name of employee, address/duty station, job title, job description/key responsibilities, contract duration, remuneration (if any), and any other relevant information. The term of the contract shall normally not exceed the Usawa program period or budget for which funding has been secured.

**4.2.3** Contract shall not be considered valid unless signed by the Executive Director and stamped with the official Organization stamp.

**4.2.4** All contracts shall be recorded in a special register established for the purpose (which may be an automated electronic register) and copies maintained in both a secure contracts file (maintained by the office of the Executive Director) as well as the personal file of the employee (maintained by the HR Manager).

### 4.3 Confirmation of appointment

Prior commencing work the new employee shall be provided with the following:

- Contract signed and stamped by the Executive Director
- Job description/responsibilities signed by the Executive Director
- A set of Usawa Policy documents
- A checklist of his/her orientation and training/learning schedule

The employee shall be given reasonable opportunity to read these documents and to seek clarification as needed prior to signing the contract and commencing employment. Upon satisfaction, the employee shall return two signed copies of the contract to signify his/her understanding and acceptance of the full terms of the appointment.

## **4.4 Status of posts**

- 4.4.1** Unless specified otherwise in writing in the contract, all appointments at Usawa are classified as 'professional' posts.
- 4.4.2** All posts at Usawa shall be of a fixed term. The Appointing Authority may determine the term of the appointment, which normally shall not exceed two years or the approved Strategy period.

## **4.5 Settling in allowance**

- 4.5.1** A long term contract employee whose place of recruitment is different from his or her duty station and who was residing outside the work duty station at the time of appointment is entitled to receive a one-time, fixed settling-in allowance of USD one thousand (1,000) only. This is meant to contribute towards the costs of transport, temporary accommodation and incidentals. No other relocation, transport or settling-in costs shall be provided unless provided for otherwise in writing.
- 4.5.2** Upon first commencing appointment, a director level appointment shall be entitled to least expensive reasonable economy class travel tickets from his/her home base to duty station for the employee and spouse and up to three children aged below 21 years, plus reimbursement of reasonable actual moving costs of up to USD ten thousand (10,000) of his/her personal effects. Claims for reimbursement need to be made against actual receipts/costs, and need to be processed as soon as possible generally not to exceed three months after date of appointment.

## **4.6 Probation**

- 4.6.1** During the first three (3) months upon commencing full time contract employment at Usawa in a new post, the employee shall be considered to be on probation. During this time the Supervisor and/or relevant director shall strive to provide regular feedback about expectations and performance.
- 4.6.2** About 10 weeks after the employee commenced work, the employee on probation shall be formally assessed by his/her Supervisor and/or the relevant Director, using set tools provided by the HR Manager. The employee shall first undertake a self-assessment before being assessed by his/her Supervisor and/or relevant Director. Both the employee shall have the opportunity to provide and write down their point of view. The probation assessment shall be clearly documented.
- 4.6.3** The relevant Director and the HR Manager shall review the probation assessment and make a recommendation to the Executive Director. Upon consideration of the recommendation, the Executive Director may a) confirm the appointment, b) not confirm the appointment, or c) extend the probation period for a further specified period not exceeding three (3) additional months. Confirmation of this action shall be provided in writing and signed by the Executive Director. Non confirmation shall normally entail termination of the contract. A lapse of the three month period without confirmation of the post or communication in writing shall not connote confirmation.
- 4.6.4** During the probation period, the employee shall accrue but not be entitled to take annual leave (except for health reasons or genuine emergencies). If the contract is terminated by the employee during the probation period or before the employee has served for six continuous months on a long term employment contract for whatsoever reason, or if the employee is terminated on misconduct, he/she shall forfeit accrued leave.



**4.6.5** During the probation period, either party to the contract may terminate the contract by providing seven (7) days' notice in writing or payment of seven day's salary and allowances in lieu of notice, unless specified otherwise in the employment contract. For director level appointees either party may terminate the contract by providing one month's notice in writing or payment of one month's salary in lieu of notice, unless specified otherwise in the employment contract

## **4.7 Good Start**

**4.7.1** In order to enable a new long term contract employee to understand and use organizational requirements and systems effectively, and to ensure a 'Good Start', the HR Manager and the employee's Supervisor shall collaborate to ensure that necessary set-up, orientation, training and briefings have been well prepared and implemented in good time. These include but are not limited to:

- Establishing a personal file for the new employee and ensuring that it is complete
- Introducing new employee to staff through in office platform, staff meetings and walk by introductions
- Briefing on the organization key ideas and values
- Briefing on organizational policies, norms, systems and key procedures
- Enrolment in health and group accident insurance and pension schemes where applicable
- Enrolment in organizational payroll where relevant
- Having set up working desk and computer and network, set up email, operating software, telephone use and photocopier use accounts and passwords
- Training on how to use key organizational systems
- Providing staff ID and business cards where relevant (these may be done after confirmation of post where appropriate)
- Close review of Annual Plan and Budget and Job Description, communication of expectations and development of Key Performance Indicators

**4.7.2** Schedule for the Good Start actions above shall be well planned and documented, and communicated to all relevant staff in good time. The officer responsible for HR shall coordinate schedules and logistics.

**4.7.3** All staff members are expected to provide reasonable time and cooperation to make the Good Start successful and make the new employee feel welcome, valued and comfortable.

## **4.8 Organogram and staff lists**

The HR Manager shall maintain excellent records of staff positions, status and contracts against staff establishment, and update these regularly (at least once each month). The officer responsible for HR shall ensure that the staff organogram, staff information on Usawa websites and internal contact lists are also updated at least once a month.

## 5. Personal Files

### 5.0 Purpose

Usawa shall maintain a personal file for each employee recruited for a period of six months or more for the purposes of providing a record of the key aspects of the employee's qualifications, family details for distribution of benefits, conduct and performance.

### 5.1 File contents

**5.1.1** Each employee's Personal File shall contain the following items:

- His/her entire application package including application letter, CV, writing samples, copies of relevant academic certificates and transcripts
- Letters of reference (if confidential these shall be maintained in a separate file that is not accessible to the employee)
- (Where available) copies of driving license, national ID, key passport pages and Taxpayer Identification Number (TIN)
- Personal data form record (updated annually) that includes names and key details of the employee's family, next of kin and emergency contacts
- Signed copy of contract(s) and job description/responsibilities
- Records of earnings of salaries, pension and other benefits while employed at Usawa, updated at least once every six months
- Copies of pension, health plan and group accident insurance information and identity cards
- Copies of letters/memos written to or by the employee regarding his/her conduct
- Copies of employee's performance appraisal and other assessments, including learning plans
- Records of attendance and all leaves
- Current passport size photograph of the employee (physical and electronic)
- Any other information that the Director of Services or HR Manager believes to be relevant

**5.1.2** The Officer responsible for HR shall open a Personal File by or on the first day of the employee commencing employment. Each employee shall cooperate with the Organization in a timely manner to provide the requisite information no later than two weeks of commencing employment, and to update the necessary information from time to time as needed.

**5.1.3** Key documents in the Personal File shall be scanned and an electronic version of the Personal File established for each employee by the officer responsible for HR.



## 5.2 Confidentiality and access

- 5.2.1** Personal Files shall be kept confidential. They shall be maintained in a secure cabinet (and secure electronic folders) and not released to any person except the Executive Director, Director of Services, and the HR Manager. The employee has the right to view and make copies of the contents (except confidential letters of reference) of his/her Personal File at reasonable times with the permission and supervision of the HR Manager. The employee's Supervisor/relevant Director may also have access to the Personal File through the HR Manager.
- 5.2.2** When an employee's contract with Usawa elapses or is otherwise terminated a full set of exit procedures, checks and handovers shall be undertaken and documented, and these shall be maintained in the files.
- 5.2.3** An employee Personal File shall be maintained throughout his/her period of employment and for six months after the contract is terminated and longer if outstanding matters are still to be settled. After this is done the Personal File shall be formally closed and securely maintained for a period of not less than seven years from the effective date of contract end.
- 5.2.4** The HR Manager shall ensure that all personal (physical and electronic) files are established, updated and maintained in well-organized fashion in accordance with the requirements stated above.

## 6. Payroll and Consultancy Payments

### 6.0 Purpose

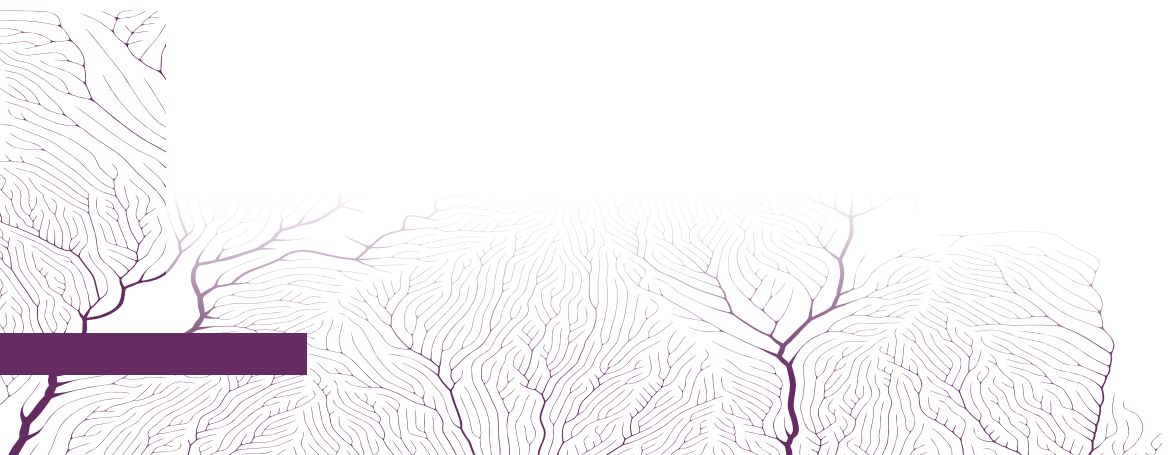
The purpose of this regulation is to establish basic guidelines for the effective management of the Usawa payroll and payments to consultants. These regulations shall be read in conjunction with the Usawa HR Manual (Policies) regarding salaries and benefits.

### 6.1 Payroll authorization

- 6.1.1** Any long term contract employees with valid contracts who are working or on authorized absence shall be placed and appear on the Usawa payroll.
- 6.1.2** HR Manager shall ensure that the payroll is calculated and processed using software that is professional and specialized for this purpose. The software features may only be accessed through secure passwords, and shall maintain an audit trail of all changes made.
- 6.1.3** Payroll shall contain and be consistent with the provisions for salaries and benefits stipulated in the Policies and signed contracts, including authorized amendments of these.
- 6.1.4** HR Manager shall be responsible for maintaining, updating and preparing the payroll each month, and for ensuring its accuracy and integrity. The HR Manager may only make any additions or deletions of names, changes in the level of salaries or benefits or any other substantive change where this is supported by written documentation and is authorized in writing by the Unit Director or Executive Director. The HR Manager shall clearly explain in writing all such changes and any other anomalies in relation to previous month's payroll (i.e. reconciliation statement).
- 6.1.5** All monthly payrolls and payroll reconciliations including all changes, anomalies and differences shall be approved and signed by the Unit Director, HR Manager or Executive Director.

### 6.2 Payroll features

- 6.2.1** Usawa payroll shall contain the following information name of employee, position, salary grade/level, basic salary, pension payments, tax and other deductions, and net pay.
- 6.2.2** Payroll shall be directly linked to the generation of pay slips which shall provide all basic information noted above. Each staff member on the payroll will receive an electronic pay slip by the last day of each month. Any employee who has a concern about the fairness or accuracy of their payment or finds a discrepancy between the slip and amount paid into their account (not including bank charges levied by the employee's bank) shall register the concern within 10 working days of receiving the pay slip.
- 6.2.4** Payroll information shall normally be accessible to the Executive Director, Unit Director, HR Manager and HR Associate, the Finance Manager and staff processing payroll payments, Usawa's appointed auditors, the Usawa Board, and relevant statutory bodies, but otherwise shall remain confidential.



## 6.3 Payroll processing

- 6.3.1** Payment shall normally be processed by the 25th day of each month, or the prior working day if the 25th falls on a weekend or is a public holiday, in order to enable employees to generally have access to salaries by the last day of the month. The Executive Director may authorize payment in December to be made earlier so as to enable employees to receive payment prior to commencing the holiday season.
- 6.3.2** Salary advances shall not be permitted.
- 6.3.3** All officers involved in the payroll process shall strive to fulfil their functions in a timely manner so as to ensure payment can be made in a timely manner. The HR Manager shall normally submit the payroll to the Unit Director and then Executive Director for approval at least 3 working days prior to the date of payment.
- 6.3.4** Payments shall normally be made by electronic transfer into the private bank accounts of each employee in Kenya. Usawa shall normally be responsible for transfer charges if any to staff bank accounts maintained with Usawa's bankers. The Finance Manager shall where necessary seek concessionary terms from relevant bank(s) involved so as to minimize transfer costs. Where an employee experiences delays in receipt of salaries the Finance Manager shall take reasonable measures to assist the employee track the payment, but Usawa shall not be responsible for any delays caused by the employee's bank or factors outside its control and responsibility.
- 6.3.5** HR Manager shall ensure that all necessary monthly statutory payments are prepared and included in the payroll in an accurate and timely manner, including income tax (PAYE), other taxes, pension payments, and other statutory deductions, at all times ensuring compliance with applicable laws and statutes. The Finance Manager shall ensure that payment of such deductions is undertaken at the time of paying salaries, well before statutory deadlines.
- 6.3.6** HR Manager and Finance Manager shall jointly prepare accurate legal annual and half year report requirements (such as consolidated tax reports P9 and P11) and arrange to transmit them in a timely manner, as well as consolidated annual reports for all other payroll aspects. The HR Manager shall also maintain a record of salaries and benefits paid to each employee since first date of employment.
- 6.3.7** HR Manager and the Finance Manager shall ensure that the benefits and liabilities that apply to any employee whose contract has ended or is about to end shall be calculated in good time. All benefits due to an employee who is leaving shall only be paid upon satisfactorily completing all exit requirements, as provided for in the Policies.

## 6.4 Loans

- 6.4.1** Usawa shall not provide personal loans to its staff regardless of purpose or urgency of the matter.
- 6.4.2** The written request of individual employees, Usawa may confirm basic details of employee's terms of engagement to third party entities (such as banks and other finance institutions) from whom the employee may be seeking loans. This information may consist of the name of employee, title/position, and date of first employment at Usawa, contract end date, basic salary and benefits.
- 6.4.3** Usawa shall not agree or commit to any special conditions set by financial institutions as a condition of providing a loan to any employee, such as deducting amounts from salaries, committing to pay employee salary to a particular bank, agreeing to inform the institution of any changes to the employee contract, etc.
- 6.4.4** Usawa may not assume any obligation or liability in relation to an employee's loan application or in the event an employee defaults on loan repayments, or leaves the organization, or for any other reason.

## 6.5 Consultancy payments

- 6.5.1** Consulting rate for consultants shall be determined by taking into consideration value of work to be done, market rates, and internal organizational equity (i.e. salaries paid to long term contract employees as well as consultancy rates paid to other consultants undertaking similar work). Generally, rates shall be lower than rates offered by international organizations such as the World Bank and the UN.
- 6.5.2** In order to ensure consistency and equity, all rates for consultants shall be subject to review by the HR Manager and approval by the Unit Director or Executive Director. Staff may therefore not verbally or otherwise commit to pay a particular rate without the assent of the Executive Director.
- 6.5.3** While consultants may be paid a daily rate, wherever practicable Usawa shall pay for outputs successfully delivered rather than days worked, though the amount to be paid for outputs may be derived from an estimate of days that will be needed to deliver the output. (e.g. If researching and writing a report is estimated to take 5 days, and the appropriate daily rate is determined to be USD 200, the consultant would be offered payment of USD 1,000, and would be paid that amount upon delivery of report that meets Usawa's standards regardless of whether the consultant used less or more days to compile the report).
- 6.5.4** Before making payments the Manager or Director responsible as the case may be shall carefully assess quality, quantity and timeliness of work delivered against contract requirements, and pay accordingly. Where work delivered does not meet Usawa standards in terms of quality, quantity and timeliness (where the delay is not caused by Usawa), a commensurate amount shall be deducted from the payment.
- 6.5.5** Advances to consultants shall be avoided where possible and where not possible, kept as low as possible, and generally may not exceed 50% of the total anticipated fee.
- 6.5.6** Triggers for payment or disbursement schedule for consultants and other short term employees of Usawa shall be commensurate with the terms of their contract. The consultant shall initiate the process in accordance with the terms of the contract, and submit an invoice/request for payment preferably with copy of contract, and forwarding it to his/her Supervisor. The Supervisor shall scrutinize the request and if satisfied prepare a PV with supporting documents.
- 6.5.7** Usawa shall deduct all applicable taxes as on consultancy payments as per statutes prior to making payment. Contracts shall state so clearly, and all employees dealing with consultants shall make this requirement clear to the consultants at the time of discussing contracts. The Finance Manager shall advise on applicable tax rates, and ensure that they are properly deducted at time of payment and submitted to the authorities at month end in good time well before statutory deadlines.





# 7. Working Hours, Outside Work and Affiliations

## 7.0 Purpose

This section describes regulations regarding hours of work, overtime, work during evenings and weekends, public holidays, and short absences from work (of less than 4 hours), as well as guidelines regarding outside work and affiliations of Usawa employees.

## 7.1 Working hours

- 7.1.1** All full time employees are expected to work 40 hours per week, exclusive of the one hour set aside for lunch every day.
- 7.1.2** Official office opening hours shall normally be; Monday to Thursday from 0800 hrs to 1700 hrs, and Friday from 0800 hrs to 1330 hrs. All employees are encouraged to be present at the office during office opening hours and expected to get all their work done well and on time.
- 7.1.3** That said, an employee may exercise reasonable judgment and flexibility in relation to working hours, and arrive an hour late or leave an hour early provided: a) employee does not miss any meetings or other planned engagements, b) employee does not fall behind on deadlines, work plans or commitments that are due, c) employee's absence does not inconvenience or disrupt the work of his/her unit or the Organization, d) employee's Supervisor/Director has not requested him/her to remain in the office at that time, and e) employee fulfils the 40 hours per week (excluding lunch) work commitment as can be deduced from the physical sign in/sign out register.
- 7.1.4** On rare occasions an employee may for personal reasons need to leave significantly early or arrive significantly late. In such cases the employee may negotiate such time off from his/her Supervisor/relevant Director, and proceed should the request be approved, provided such time is compensated as soon as possible and within no later than 4 weeks. This provision should only be invoked on a rare and limited basis.
- 7.1.5** Any time an employee expects to be absent from work during office opening hours, or wishes to work from home, he/she should inform her Supervisor and the country officer responsible for HR, and note the same on his/her electronic calendar (Gcal).
- 7.1.6** Where the employee fails to communicate absence as required, or where the use of flexible hours is experienced as disrupting or inconveniencing the work of the Organization, the Supervisor/ relevant Director and/or the Executive Director reserves the right to curtail or prevent an employee from working flexible hours, or require him/her to work on Friday afternoons.

## 7.2 Public holidays

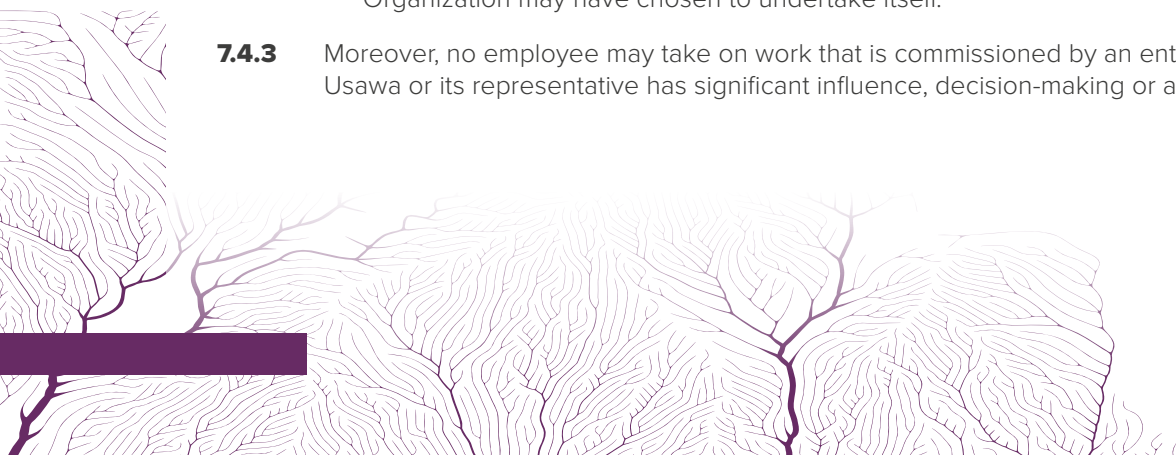
- 7.2.1** Usawa shall generally observe all national public holidays recognized by the Government and Usawa office shall be closed on such days and staff provided with the day off.
- 7.2.2** The HR Manager shall at the beginning of each year issue a list of officially recognized public holidays.
- 7.2.3** Notwithstanding the above, where required to further Organizational interests, Usawa may require an employee to work on public holidays on an exceptional basis and procedures for managing time off in lieu (TOIL) provided in the Policies shall apply.

## 7.3 Working additional hours

- 7.3.1** Usawa shall strive to create a work-life balance that enables employees to have adequate time outside official working hours for family, rest and recreation. At the same time, Usawa's results based orientation means that employees shall undertake what is necessary, including working extra hours, to deliver on agreed outputs at the required quality and in a timely manner.
- 7.3.2** Given the nature of Usawa/s work, the Executive Director or relevant Director may occasionally require an employee to work on weekends or public holidays to undertake a specific special task that is important to meeting organizational objectives, or to travel for work. Following verbal indication by the Manager or Director, such a request shall be initiated by the employee, confirmed by respective manager and finally approved by the Executive Director requested in advance in writing in a special online form established for the purpose, and shall state the task(s), expected outputs, date and duration.
- 7.3.3** Authorized time spent on special tasks shall be compensated through equivalent time off in lieu (TOIL) for professional employees, not to exceed one working day off for up to every 24 hour period (e.g. airplane travel for work that takes 19 consecutive hours shall be compensated with one working day off). In such cases the relevant Director shall, at the time of making the special task request, discuss and agree with the professional employee the date(s) and time(s) when he/she may take the TOIL, provided it is mutually convenient to Usawa and the employee and does not disrupt the work of the Organization, and document the same at the time of requesting TOIL.
- 7.3.4** The earned TOIL shall be scheduled and must be taken within 12 weeks of undertaking the special task, otherwise it shall be forfeited. No professional employee may be paid for additional time worked on special tasks.
- 7.3.5** Key details of the special task (nature of task, location, start/end times) as well as the dates/times when the TOIL shall be taken shall be recorded by the employee in his/her electronic calendar (Gcal).
- 7.3.6** No TOIL shall be requested or granted for an employee who works additional hours on a work day or voluntarily stays late/works extra in order to clear backlog of work or meet deadlines.

## 7.4 Outside work

- 7.4.1** As a general rule, every long term contract employee commits to work full time at Usawa and not undertake paid work outside Usawa.
- 7.4.2** On exceptional basis, with prior approval, employees may take up other paid or unpaid work outside official working hours provided it does not:
- Interfere with, disrupt, compromise or otherwise diminish their performance or impede the work plan at Usawa;
  - Cause the employee to seek unplanned leave or personal days off in order to undertake the work;
  - Constitute a potential, actual or appearance of conflict of interest or harm the interests or reputation of the Organization;
  - Involve engaging with parties or in an activity that contravenes Usawa mission or values or in any way conflicts with the interests of Usawa; or
  - Represent work gained through the employee's connection to Usawa that otherwise the Organization may have chosen to undertake itself.
- 7.4.3** Moreover, no employee may take on work that is commissioned by an entity in relation to which Usawa or its representative has significant influence, decision-making or advisory functions.



- 7.4.4** An employee may hold shares in and derive earnings from companies, provided the shareholding is disclosed and the employee is not an officer, employee or active player in the company. An employee may also own and oversee small scale private business projects provided these do not potentially or actually or appear to interfere with his/her work at Usawa.
- 7.4.5** In the interest of transparency, each employee shall seek prior written approval of the Appointing Authority when he/she wishes to undertake or continue to undertake outside (voluntary or paid) work, including small scale business ventures or serving as adviser, consultant, board director or any other formal appointment. The Board Chairperson shall be informed of such involvements of all directors.
- 7.4.6** All outside work engagements shall additionally be disclosed in the conflict of interest disclosure form each year and updated anytime there is a change in circumstances disclosed in the annual form. Failure to provide prompt, accurate and timely disclosure shall be considered a breach of the Code of Conduct.
- 7.4.7** The Executive Director or the Board reserves the right to require an employee to not engage or to cease engagement with specific outside work activities where they determine it to be interfering with or harming Usawa's interests or reputation.
- 7.4.8** No employee undertaking outside work or activities may share any unpublished or confidential information that may potentially harm the interests of Usawa, its members, directors or employees.



## 8. Salaries

### 8.0 Purpose

Each employee working to fulfil his/her responsibilities at Usawa shall be entitled to receive timely remuneration and benefits as specified in his/her contract and in accordance with the Usawa salary structure and Policies. This policy outlines the salary provisions and entitlement levels for long term contract employees at Usawa.

### 8.1 Salary structure

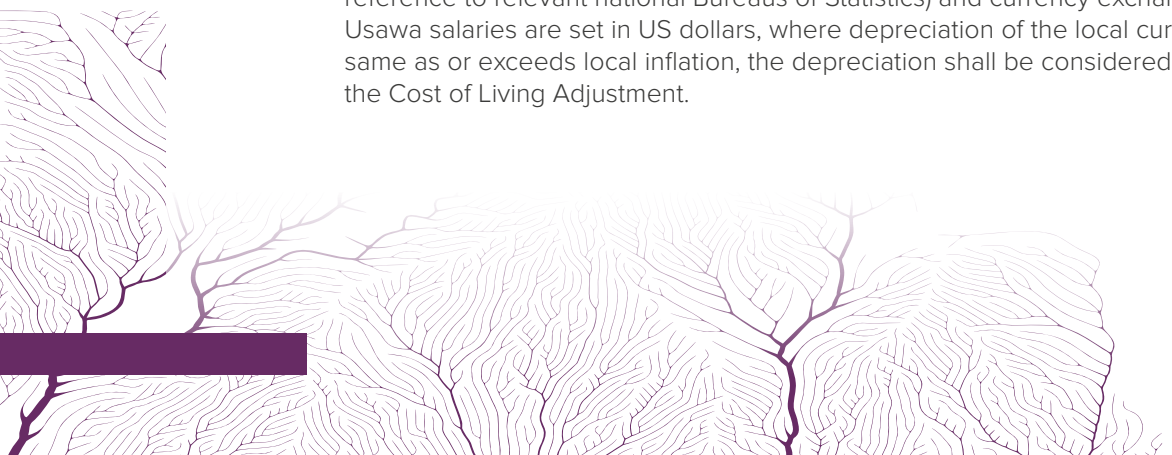
- 8.1.1** Salary structure for full-time long-term contract employees at Usawa shall be determined and reviewed from time to time by the Board of Directors. The Board may also make adjustments when these are required by extenuating circumstances, such as unexpected funding constraints. No employee may be compensated at rates higher than provided for in the approved salary structure or in the Policies, unless authorized by the Board in writing.
- 8.1.2** All confirmed long term contract employees may have access to the Usawa salary structure, but not the specific salaries or benefits of any employee, which shall be confidential.
- 8.1.3** Salary levels shall normally be characterized by a Grade level commensurate with the responsibilities of the relevant position and a Step level that are determined on the basis of starting qualifications, performance in the position, and provision of annual increments.
- 8.1.4** The salary level and benefits package of the Executive Director and the Directors shall be determined by the Board. The salary level of all other employees shall be determined by the Executive Director in consultation with the Director of Services and the HR Manager.
- 8.1.5** In determining the employee's salary level, account shall be taken of the employee's position and responsibility level, past experience, particularly track record of delivering quality results, academic qualifications, ability to analyze and write well, previous remuneration levels, and internal equity within the Organization. Regarding Grade levels, the Executive Director may after consultation with the HR Manager reclassify the post at one grade level higher or lower than provided for in the staff establishment set by the Board, based on the responsibilities the employee is seen to be capable of and expected to undertake. Regarding Step levels, an employee shall normally start at the first Step level (A), but may be increased an additional level if he/she has significantly more relevant work experience and/or be increased a step level if he/she has significantly higher academic qualifications than expected for the post.

### 8.2 Salary adjustments

All salary adjustments shall be subject to approval by the Executive Director after consultation with the Unit Director and HR Manager.

#### 8.2.1 Cost of living adjustment

Once each year, usually in January, employees shall normally be entitled to receive a cost of living adjustment, provided budgets and funding situation can accommodate such adjustments. This adjustment shall be determined by the Executive Director with the consent of the Board Chairperson, and shall take into account the official rate of inflation (with reference to relevant national Bureaus of Statistics) and currency exchange rates. Because Usawa salaries are set in US dollars, where depreciation of the local currency is about the same as or exceeds local inflation, the depreciation shall be considered to have catered for the Cost of Living Adjustment.



## 8.2.2 Performance based adjustments

An employee who has worked for more than six continuous months may have his/her salary adjusted based on results of the performance appraisal and recommendation of the relevant Director as follows:

Overall Performance Assessment	Salary Adjustment Guide
<b>Outstanding – has performed at an exceptional level well above expectations</b>	Increase of two steps up to the final step in the grade level
<b>Expected – Employee has completed work at quality and quantity required and performed fully as expected.</b>	Increase of one step to the final step in the grade level
<b>Below expectation/Unsatisfactory</b>	No change, with formal warning to improve performance, or decrease of one step level.

Performance based adjustments shall normally be considered once a year after the annual employee appraisal, and usually take effect in January of each year. Under exceptional circumstances, the Executive Director may adjust salary levels at other times and/or in a manner different than normal provided the reasons for this are provided and documented.

## 8.2.3 Promotion based adjustments

The Executive Director may promote or demote an employee as the case may be, based on the needs of the Organization and/or employee's performance. A promotion or demotion shall normally be signified by a change in the position title and Grade level of the employee. The employee shall be entitled to receive the salary commensurate with the new grade level with effect from the date of change.

## 8.3 Payment of salaries

**8.3.1** Salaries (and other cash benefits) shall be designated and normally paid in US dollars, the budgeting currency of the Organization. As a default case, employees shall be paid in US dollars. Should they prefer otherwise, once a year, long term contract employees may request to be paid in local currency at the prevailing exchange rate on the day the payroll is prepared. Any exchange rate fluctuations and exchange charges that are levied by the banks on salaries shall be the responsibility of the employee.

**8.3.2** Payment of salaries shall normally be processed on the 25<sup>th</sup> day of each month (or on the previous work day if the 25<sup>th</sup> falls on a weekend or official public holiday) in order to enable employees to have access to salaries by the last day of the month. In December of each year, where the office may be closed earlier and employees take holiday leave, the Executive Director may authorize earlier payment of salaries.

**8.3.3** Usawa shall observe all taxation requirements and not seek any exemption of taxes on salaries because of its non-profit status or other reasons. Payments of salaries shall be made after deductions of income tax and other applicable statutory requirements, such as pensions, return of university tuition loans and the like. Liabilities owed by the employee, such as outstanding imprest amounts or reimbursement of damage caused shall also be deducted before payment of salaries and/or benefits.

Salaries (and other cash benefits) shall normally be paid directly into the personal specified bank account of the employee located at the employee's duty station. Usawa shall normally bear the costs charged by its bank for making the transfer. Employees who choose to maintain accounts at banks other than the preferred bank designated by Usawa shall be liable for any delays caused in the transfer process and for any charges imposed by their host bank.

**8.3.4** Payments for partial months worked shall be calculated using the following formula:

Monthly salary level divided by **22 working days** multiplied by the number of days worked in that month.

**8.3.5** Income tax (PAYE) and other statutory deductions shall be calculated and recorded and processed at the same time as payment of salaries, in order to reduce transaction time, and pay on time and avoid penalties. Where benefits are paid (such as for end of year bonus or school fees) applicable tax on the same shall also be recorded and deducted and promptly paid.

**8.3.6** Electronic pay slips shall be sent to all employees and shall constitute confirmation of payment made. Any problems or disputes regarding rate of pay, deductions made or funds transferred should be promptly raised with the Finance Manager with copy to the HR Manager within two weeks i.e. by the 10<sup>th</sup> day of the following month.

**8.3.7** Salary advances or loans are not permitted.



## 9. Employees Benefits

### 9.0 Purpose

Usawa seeks to provide employees with a set of benefits that seeks to promote workplace motivation and enhance security and quality of life, while safeguarding the long term sustainability of and equity within the Organization. This section outlines types of employee benefits and entitlement levels in operation at Usawa. Unless specified otherwise this Policy refers to long term contract employees only.

### 9.1 Determination and Interpretation of benefits

**9.1.1** The Board of Directors shall generally determine and amend from time to time the types, levels and eligibility requirements for various employee benefits at Usawa. At present the benefit types and eligibility criteria are shown in the table below, and further elaborated in this Policy:

Benefit	Eligibility
<b>Pension</b>	Long term contract employees only
<b>Health Insurance</b>	Long term contract employees only
<b>Lunch and Drinking Water</b>	All contract employees working at Usawa offices, including interns and volunteers
<b>Group Accident Insurance</b>	All long term and temporary contract employees who are covered under the terms of the insurer
<b>School fee support</b>	Confirmed long term contract employees only
<b>Housing support</b>	Only director level posts recruited from outside East Africa
<b>End of year bonus</b>	All employees except directors
<b>Severance Pay</b>	All long term contract employees
<b>Travel insurance</b>	All staff travelling outside their country on official duty
<b>Other</b>	Any other benefits that may be determined by the Board of Directors and stated in the contract

**9.1.2** Employees shall not be entitled to any other employment benefits other than ones stipulated herein, unless explicitly provided otherwise in employment contracts signed by an authorized officer.

**9.1.3** HR Manager shall generally be responsible for managing and administering policy provisions regarding employee benefits. Where policies are not fully clear or where interpretation issues arise the Executive Director may be consulted, who shall strive to make a fair and reasonable determination and such determination shall be deemed final.



## 9.2 Monthly allowances

Major cash remuneration as provided for under the minimum wage order or other statutory requirements such as transport, and house allowance are generally consolidated in the basic salary and not provided for separately.

## 9.3 Pension

- 9.3.1** The Executive Director shall determine, after consultation and consideration of statutory requirements, a suitable pension provider for long term contract employees. Employees are encouraged to use the preferred pension provider.
- 9.3.2** Usawa shall each month pay into the long term contract employee's pension account an amount equivalent of up to ten per cent (10%) of his/her basic salary. The employee shall similarly have up to ten per cent (10%) of his/her basic salary deducted and deposited into his/her pension account each month.
- 9.3.3** Exceptional cases, where an employee prefers an alternate pension plan, the Executive Director may consider equivalent alternate arrangements where practicable and to the extent permissible by law.
- 9.3.4** Employee shall be eligible to receive pension payments and other benefits in accordance with the provisions of the pension program. Usawa shall not be liable for delays, failures or any other problems that may arise in relation to the payment of benefits to the employee by the pension plan provider.

## 9.4 Health Insurance

- 9.4.1** The Executive Director shall determine, after consultation, suitable health care or health insurance provider(s) for long term contract employees. Usawa shall pay the provider premium for basic health care insurance for the employee, his/her spouse or partner, and up to four dependants, biological, legal, or otherwise supported by the employee (who have been pre-registered in the personal file). The maximum annual amount of premium shall be determined by the Executive Director, subject to Board approval, and may be reviewed from time to time. (The approved amount in 2015 is USD 3,000 per employee per year, prorated at USD 250 per month). Each long term contract employee working full time, regardless of position, shall be eligible to receive the same amount of coverage per year; with exception of international directors recruited from outside East Africa who may be provided additional coverage.
- 9.4.2** Amount provided shall be for a period of twelve months, valid from the first day of employment. The amount of coverage provided to new employees who are recruited for part of the year shall be prorated. An employee may seek to obtain a higher level of health coverage from the provider than is covered by the amount offered by Usawa, in which case he/she shall be responsible for paying the difference in costs.
- 9.4.3** An employee who is no longer employed by Usawa and his/her dependents are not entitled to health care coverage through Usawa; the employee must surrender any identity cards/documentation immediately upon termination of employment contract.
- 9.4.4** Employees who are ruled ineligible for insurance by Usawa's health care provider may opt to receive monthly cash payments with their salary, calculated at the prorated health care coverage rate, less statutory taxes. If an employee has exhausted the limits by the insurer, Usawa shall make additional payment to the insurer or reimbursement for additional costs incurred by the staff if she/he has some savings from his/her personal entitlement of USD 3,000.





**9.4.5** Usawa responsibility shall be limited to paying insurance premiums and the Organization shall not be liable for any malpractice, neglect, delays or other problems that may arise from failure by the health care provider system or personnel to provide adequate or proper services.

**9.4.6** The HR Manager shall be responsible for managing this benefit and shall provide employees with information on levels of coverage and other relevant information as needed.

## **9.5 Group Accident Insurance**

**9.5.1** Usawa shall obtain insurance cover against accidents for long term contract and temporary contract employees. The provisions of this insurance coverage shall be equivalent to or exceed requirements of the law.

**9.5.2** The employee shall in writing provide Usawa with the name of his/her next of kin who shall be entitled to benefits in the event the concerned employee is incapacitated.

**9.5.3** Coverage and employee benefits shall be subject to the provisions stipulated by the insurer. Usawa shall not be liable to provide any additional compensation greater than that provided by the insurer or any other failure on the part of the insurer.

**9.5.4** The HR Manager shall be responsible for managing this benefit and shall provide employees with information on levels of coverage and other relevant information as needed.

## **9.6 Funeral Expense Contribution**

Upon the death of an employee's spouse or live-in partner, biological or adoptive parents, or up to four biological or legally adopted dependent children, the Organization shall contribute up to USD six hundred (600) towards funeral expenses. This benefit shall only be eligible upon death of eligible persons pre-registered in the employee's Personal File.

## **9.7 End of year payment**

All long-term contract employees, except directors, who have been employed for at least six continuous months on a full-time basis, shall be eligible for an end of year payment of USD three hundred (300) only, less applicable taxes.

## **9.8 Severance Pay**

Upon termination of contract by employer or employee for reasons other than gross misconduct, the employee shall be entitled to one week (seven days) basic salary for each completed year (12 months), provided that the employee has been employed for at least twelve months. Severance pay may not be provided where the employee terminates employment without providing minimum notice. **Calculation of severance pay shall be derived using the following formula monthly wages multiplied by 3 and divided by 13 (to obtain pay for one week) multiplied by the number of full years worked.**

## **9.9 Travel and Daily Subsistence Allowance (DSA)**

Employees undertaking work related travel shall secure the most cost effective means of reaching their place of travel and for accommodation costs when out of station. For flights over 8 hours, the employee will be allowed to travel to arrive at least 12 hours prior to the activity. Usawa shall cover for reasonable costs on the basis of reimbursement of actual costs or estimates of the same, and employees are not expected to earn additional income through the provision of DSA. The full set of entitlements and coverage are provided for in the Finance and Administration Policies of Usawa.

## **9.10 Education support**

**9.10.1** All confirmed long term contract employees may be reimbursed, against receipts, for school fees they have paid for all dependent children in pre-primary, primary or secondary education (Form Four of 8-4-4 curriculum or its equivalent) for up to USD 1200 per full year of work completed (prorated at USD 100 per full month worked for those employed for less than a year) less applicable taxes. The amount to be reimbursed shall be prorated to the period that the employee is employed by Usawa.

**9.10.2** Only confirmed long term contract employees who are still employed by Usawa on 10 December of each year i.e. have passed probation are eligible to claim and receive this benefit. The reimbursement shall be made as part of the December payroll, less applicable taxes.

**9.10.3** Eligible employees shall make the claim through a special form developed for the purpose, which shall include name of employee, title, number of full months worked in the year of application, name(s) of dependent children, their birthdates, class year, name and address of school, and relationship of children to employee. Information shall also be provided on the amount paid, and receipt numbers and copies of receipts shall be attached. Such forms shall be duly filled and submitted to the HR Associate between the 1st and 10th of December each year. Only requests that meet Usawa's requirements and standards, are fully supported by proper documentation, and are submitted on time shall be considered. The HR Associate shall compile requests for review by the HR Manager and approval by the Director of Services.

**9.10.4** Employees who are classified as directors shall receive a different level of school fee support which shall be established by the Board of Directors through a special policy memo, and reflected in the individual contracts of the concerned directors.

## **9.11 Special benefits for directors recruited from outside East Africa including the Executive Director regardless of his residence**

Following general practice in international development and so as to cover the additional transition costs involved, employees in positions formally designated as directors who are recruited from outside East Africa and the Executive Director regardless of his residence shall be entitled to certain additional benefits. These shall be determined by the Board of Directors in a special policy memo, and reflected in the individual contracts of the concerned directors.



# 10. Leave

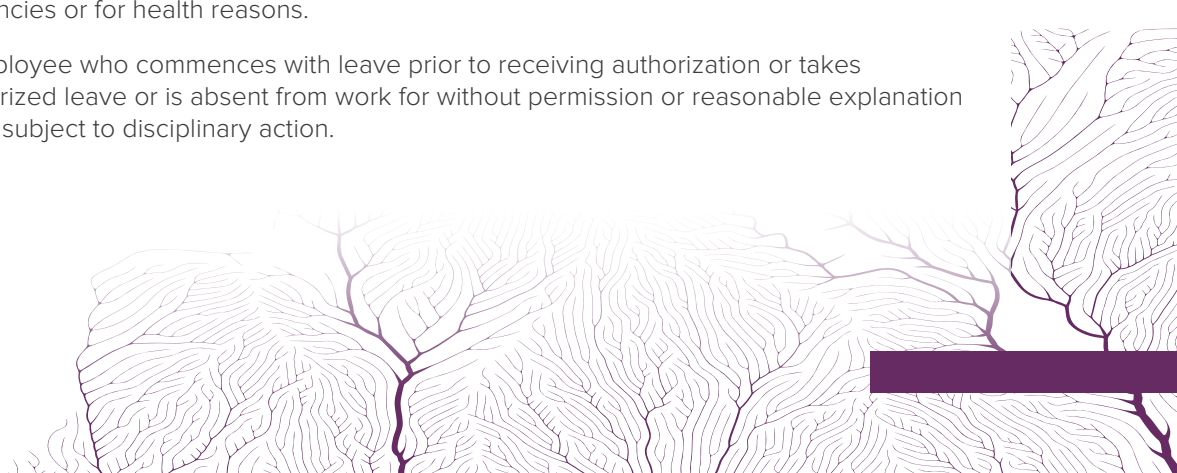
## 10. Purpose

Usawa recognizes the basic right of employees to take leave from work for rest and recreation. Usawa provides a range of flexible options, as summarized in the table below. This policy describes the general entitlements, rules and regulations that govern leaves at Usawa. Unless otherwise specified, the leave provisions only apply to long term contract employees and to employees who have worked on a full time basis for a period exceeding 6 continuous months in a calendar year.

Type of Leave	Provision
<b>Annual Leave</b>	Five weeks (25 working days) per year, fully paid
<b>Sick Leave</b>	Up to 18 weeks (90 working days) per leave cycle; first up to 9 weeks at full pay and remaining up to 9 weeks at half pay
<b>Maternity/Paternity Leave</b>	Up to 13 weeks (65 working days) fully paid maternity leave; up to two weeks (10 working days) paternity leave fully paid.
<b>Compassionate Leave</b>	Up to 5 working days, paid, upon death of close relatives as defined below
<b>Time Off in Lieu (TOIL)</b>	Equivalent time off when requested to work on weekends or public holidays

## 10.1 General regulations

- 10.1.1** Except for emergencies, all leaves of 4 hours or more must be authorized by the employee's Supervisor/relevant Director in advance. Any extensions of approved leave must be authorized by the Supervisor/relevant Director as well. Leave of five or more working days (including any extensions to such leave) must be additionally approved by the Executive Director. Employees wishing to take leave must apply in advance in the online leave platform, except for cases of emergencies or illness where the employee shall communicate the matter immediately to his/her Supervisor and the country officer responsible for HR and complete the leave application retroactively.
- 10.1.2** For leave of two or more days the employee shall, in consultation with his/her Supervisor, delegate another employee to undertake his/her necessary responsibilities during their absence.
- 10.1.3** Employees shall strive to plan for leave in advance in conjunction with other unit employees so as to contribute to the smooth running of Usawa. Except for emergencies and certified illness, leaves shall only be granted when it does not disrupt the work of Usawa and at a time that is mutually convenient to both Usawa and the employee.
- 10.1.4** Leave requests denied shall be properly documented and reasons for which the leave was not granted shall be provided and documented.
- 10.1.5** An employee who unilaterally gives minimum notice of termination of service may not be allowed to take leave during the period in which notice is being served, except for emergencies or for health reasons.
- 10.1.6** Any employee who commences with leave prior to receiving authorization or takes unauthorized leave or is absent from work for without permission or reasonable explanation shall be subject to disciplinary action.



**10.1.7** The Executive Director may cancel approved leave for the interest of the organization. Reasons for cancellation of leave shall be clearly stated. In such circumstances, transport costs incurred by the employee in coming back to office in case of cancelled leave or change of already booked travel tickets, if any, shall be negotiated and borne by the organization.

**10.1.8** All employees shall enter information regarding leave start/end dates on their electronic calendar (Gcal), post it on the organizational intranet noticeboard, and set up email out of office email auto-responses accordingly.

## **10.2 Annual leave**

**10.2.1** Each long-term contract employee and volunteer working full time is entitled to five weeks (twenty-five working days) of annual leave per year. The leave entitlement for employees who have worked for less than one year shall be prorated. Leave is earned at the end of each month, i.e. each employee earns two days at the completion of each full month of work, except in December, where three days are earned.

**10.2.2** The Executive Director may in advance establish official periods when Usawa is closed (such as around the New Year), and these days shall count towards annual leave for employees (except for those who are required to work during this period).

**10.2.3** All staff are encouraged to take leave and Supervisors are to ensure that staff working with them are able to take leave at reasonable times. Unused annual leave may be carried forward up to a maximum accumulated total forty (40) working days at any one time, must utilize these within 6 months of the following year after which the 'clock stops' and any extra days earned shall be forfeited. In exceptional circumstances, the Executive Director may make a one-time exception to this provision, provided reasons for doing so are fully documented.

**10.2.4** The Executive Director may, in exceptional cases, at his/her own discretion, grant a long term contract employee advance of up to five working days of unearned leave, provided the employee is deducted the same number of days upon their return. In the event that the employee's contract is terminated for any reason whatsoever, the value of the advance leave days granted shall be deducted from last month's pay and/or any emoluments due to the employee upon separation.

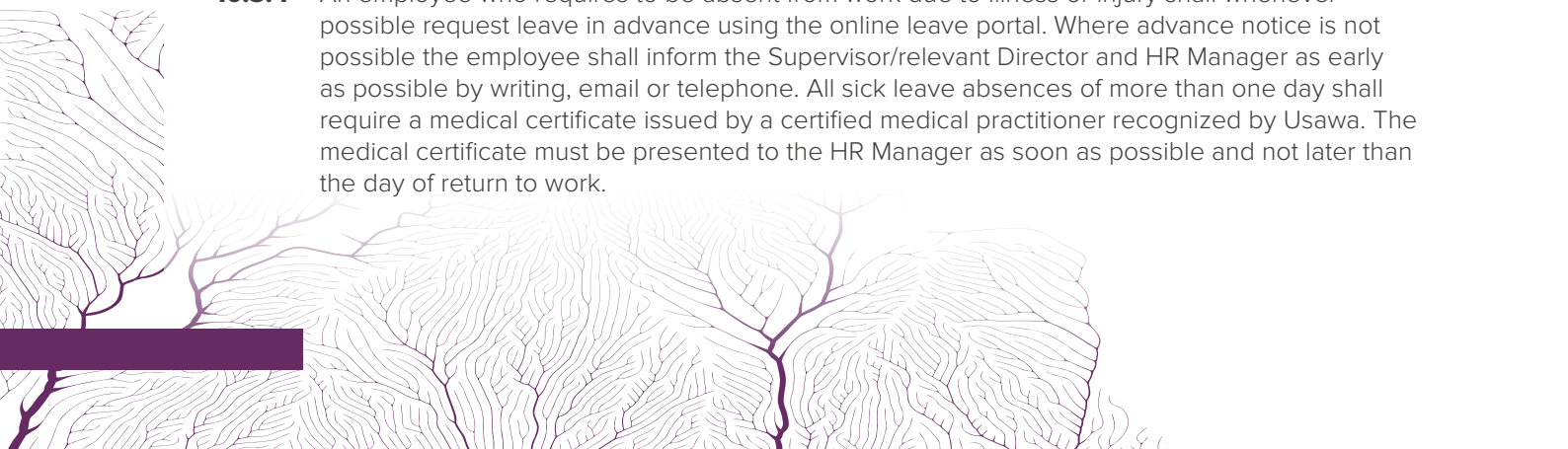
## **10.3 Sick leave**

**10.3.1** Sick leave is to authorize time off work for an employee who is unable to work due to his/her illness or injury or to receive medical attention that can only be obtained during working hours.

**10.3.2** A full time employee is entitled to a maximum of 18 weeks (90) working days leave within a leave cycle. The first up to nine weeks (45 working days) shall be at full pay; the remainder up to nine weeks (45 working days) shall be at half pay. An employee who continues to be sick after this period shall be examined by a certified medical practitioner recognized by Usawa, and if he/she is declared unfit to continue working the Executive Director may, after consultation with the Supervisor/relevant Director and the HR Manager, terminate the employee's contract on medical grounds. In such an event the employee shall be entitled to all benefits that would otherwise be due as stipulated herein.

**10.3.3** In case the sick leave period falls beyond the end date of the employee's contract, he/she shall only be paid up to the end of the contract.

**10.3.4** An employee who requires to be absent from work due to illness or injury shall whenever possible request leave in advance using the online leave portal. Where advance notice is not possible the employee shall inform the Supervisor/relevant Director and HR Manager as early as possible by writing, email or telephone. All sick leave absences of more than one day shall require a medical certificate issued by a certified medical practitioner recognized by Usawa. The medical certificate must be presented to the HR Manager as soon as possible and not later than the day of return to work.



- 10.3.5** Usawa reserves the right to request a second medical opinion regarding the illness of an employee where the HR Manager and the Unit Director/or Executive Director determines this to be warranted.
- 10.3.6** The particulars of an employee's illness shall be confidential and may only be revealed at the discretion of the employee.
- 10.3.7** Unused sick leave days shall not be accumulated.
- 10.3.8** Usawa may not be required to honour an employee's entitlement for sick leave if the employee fails to produce a medical certificate from a certified medical practitioner recognized by the Organization.

## **10.4 Maternity/paternity leave**

- 10.4.1** The purpose of maternity and paternity leave is to enable employees to take care of their newborn and support the spouse. Leave should be requested in writing as far in advance as possible and be supported by a certificate issued by a certified medical practitioner recognized by Usawa.
- 10.4.2** Full time female employees shall be entitled to 13 calendar weeks (65 working days) of maternity leave with full pay. The female employee may request leave to cover a combination of the late stages of her pregnancy and early days of taking care of the new-born.
- 10.4.3** Upon return to work the female employee is entitled to a break of up to two hours per day for breast-feeding her child, up to a maximum of six (6) months after the birth of her child. This time shall be used only for this purpose. The time when this benefit is used shall normally be at the discretion of the employee and shall be negotiated with her Supervisor/relevant Director.
- 10.4.4** Full time male employees shall be entitled up to ten (10) working days of paternity leave with full pay. The male employee may request leave to cover a combination of the late stages of his partner's pregnancy and early days of taking care of the new-born. Paternity leave may only be requested and used for genuinely taking care of the new-born and supporting the mother of the child.
- 10.4.5** Employees may request to take part of the maternity/paternity leave in half day increments; and the Director of Services may grant this request after consultation with the employee's Supervisor/relevant Director.
- 10.4.6** Maternity/paternity days that are not used within six months of the birth of the employee's child may not be accumulated and shall be forfeited.
- 10.4.7** In case the maternity or paternity leave period falls beyond the end date of the employee's contract, he/she shall only be paid until the end of the contract. The renewal of the contract shall however not be prejudiced by the pregnancy or maternity/paternity leave status of the employee.
- 10.4.8** Any maternity leave taken shall not affect annual leave entitlement of female employees. The female employee is entitled to take both maternity and accrued annual leave in the same year, and may combine the two types of leave provided advance notice is given.
- 10.4.9** Usawa is firmly committed to protecting the rights of expectant mothers. Usawa's policy is to treat women who are pregnant, or with related medical conditions in the same manner as other employees unable to work because of their physical condition in all employment aspects, including recruitment, hiring, training, promotion and benefits. When the employee returns to work, she is entitled to return to the same or equivalent job with no loss of service or other rights or privileges.

**10.4.10** Upon return to work, where new mothers are requested to embark on work related travel while their child is still under the age of six months, Usawa shall cover economy class travel for the female employee, her child under the age of six months, and a child-minder. Usawa shall cover the cost of accommodation for the infant, including a cot where needed, and the child minder provided that both, and together with the female employee, shall be accommodated in a shared room. The child-minder accompanying the employee shall be entitled to Usawa DSA rates for meals, drinks, and incidentals. Additional costs associated with travel for the female employee with a child under the age of six months are subject to approval by the Director of Services.

## **10.5 Compassionate leave**

**10.5.1** The purpose of compassionate leave is to enable long-term contract employees to attend to the death of family members who have been pre-registered in the Personal File.

**10.5.2** The employee shall be entitled to paid leave as follows:

<b>In the event of death of:</b>	<b>Number of paid working days</b>
Child (birth or legally adopted), spouse/live-in partner, parent, grandparent, grandchild, or immediate sibling who has been pre-registered in the Personal File	Up to five (5) working days per event of death

**10.5.3** In case of death of a relative or friend not covered under 10.5.2, or for time required that exceeds the provisions noted above, an employee may request the Director of Services to use a portion of annual leave for this purpose, or to be provided leave without pay.

**10.5.4** An employee seeking compassionate leave shall request it by applying through the online portal, unless circumstances do not allow for this, in which exceptional case he/she shall request leave from his Supervisor/relevant Director and HR Manager, and retroactively fill in the leave request as soon as possible.

**10.5.5** Unused compassionate leave days do not accumulate.

## **10.6 Unpaid leave**

**10.6.1** The Executive Director may, in exceptional cases, and at his/her own discretion, grant a confirmed employee up to three months (13 weeks or 65 working days) of unpaid leave per year, where this is seen to be essential for staff and/or organizational wellbeing.

**10.6.2** When on unpaid leave an employee shall not be entitled to receive a salary or any benefits, except health insurance and group accident insurance, nor accrue annual leave during this time.



# 11. Disciplinary Action

## 11.0 Purpose

In order to maintain fairness, harmony, effectiveness and accountability at Usawa all employees are subject to disciplinary action where their actions or performances warrant it. This section outlines the responsibilities, conditions and procedures for the administration of disciplinary action at Usawa in a manner that is clear, consistent and that recognizes the rights and obligations of the Organization and the employee.

## 11.1 General considerations

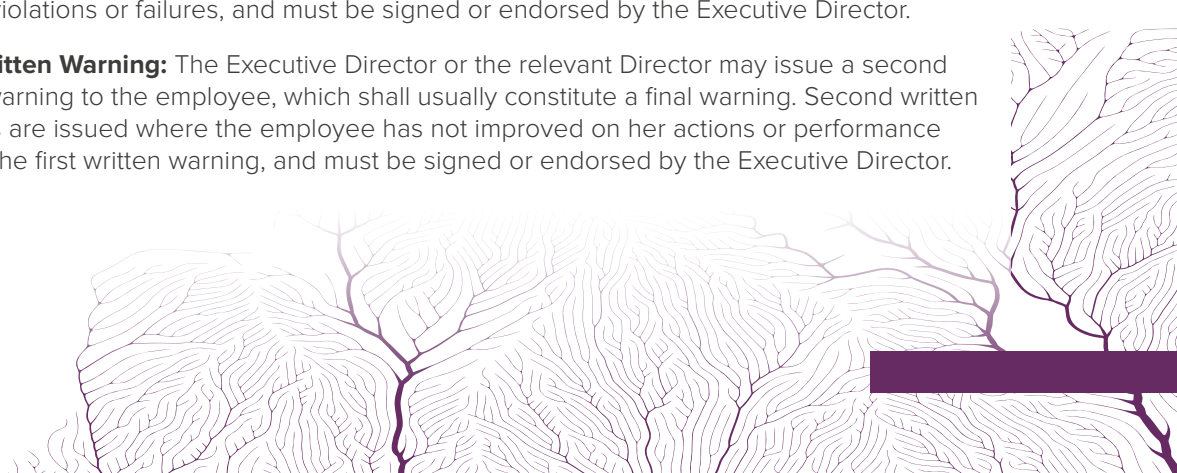
- 11.1.1** In all disciplinary cases the employee shall have the right to be heard. An employee shall have the right to see and make copies of all written warnings or formal charges against him/her, and have the opportunity to respond in writing.
- 11.1.2** All written warnings and any other formal disciplinary charges against an employee must be signed by the Executive Director or the Chair of the Board of Directors as the case may be, and shall pay due attention to employee rights and legal implications when issuing warnings, and ensure all communication is carefully and accurately phrased and checked by the Executive Director, who may also seek legal counsel as needed.
- 11.1.3** All written warnings and charges and responses thereto shall be confidential and filed securely in the employee's Personal File.
- 11.1.4** Notwithstanding any action taken under this policy Usawa reserves the right to report any employee to the police and/or institute legal proceedings against any employee.
- 11.1.5** An employee who has knowledge of any employee having seriously violated these Policies or having committed any criminal offence must immediately report this to the Executive Director or the Chair of the Board of Directors as the case may be.
- 11.1.6** When administering disciplinary action the Board of Directors or Executive Director as the case may be shall take into account applicable laws and seek the advice of the HR Manager.

## 11.2 Grounds for discipline

Any employee may be disciplined where his/her actions a) are in breach of the Code of Conduct, Policies, or his/her contract; b) fails to satisfactorily perform his/her duties or assignments or c) is implicated in unlawful behaviour.

## 11.3 Warnings

- 11.3.1 Verbal warning:** The Executive Director and/or relevant Director may issue a verbal warning to the employee for minor violations or failures. A note for the record of this warning stating the grounds for discipline should be made for reference.
- 11.3.2 Written warning:** The Executive Director and/or relevant Director may issue a written warning to the employee. Written warnings may be issued after repeated verbal warnings, or in cases of serious violations or failures, and must be signed or endorsed by the Executive Director.
- 11.3.3 Final Written Warning:** The Executive Director or the relevant Director may issue a second written warning to the employee, which shall usually constitute a final warning. Second written warnings are issued where the employee has not improved on her actions or performance despite the first written warning, and must be signed or endorsed by the Executive Director.



**11.3.4** The Supervisor/relevant Director of the employee who has received written warnings shall closely monitor and document the performance of the employee in the period following the issuance of warning, and inform the employee and the Executive Director of progress made on a regular basis.

**11.3.5** The disciplinary record of an employee shall not be used against the employee after twelve (12) months have elapsed following the disciplinary action.

## **11.4 Termination on misconduct**

**11.4.1** The Executive Director may terminate the contract of an employee with immediate effect where the employee:

- Substantively or willfully violates the Usawa Code of Conduct
- Is absent from work for three (3) or more successive days without prior permission or where explanation for such absence is found to be unsatisfactory by the Executive Director
- Makes false or misleading statements or commits theft, fraud or misappropriation of Usawa properties or assets
- Uses his/her position for unauthorized personal gain or other unethical conduct
- Commits violence against an employee, director, intern, visitor, or other person affiliated with Usawa
- Fails to show improvement in performance or fails to successfully carry out responsibilities, and has already been served with two written warnings in the prior twelve months
- Is convicted in a court of law of criminal offence
- Commits any other violation that is subject to termination on misconduct under applicable laws

**11.4.2** An employee who is terminated on misconduct shall immediately return all Usawa properties and materials under his/her possession and vacate Usawa premises.

**11.4.3** An employee who is terminated on misconduct shall not be entitled to advance or any notice, or any other termination benefits whatsoever, except for accrued annual leave, payment of basic salary and pension contribution up to the date of termination on misconduct.

## **11.5 Suspension**

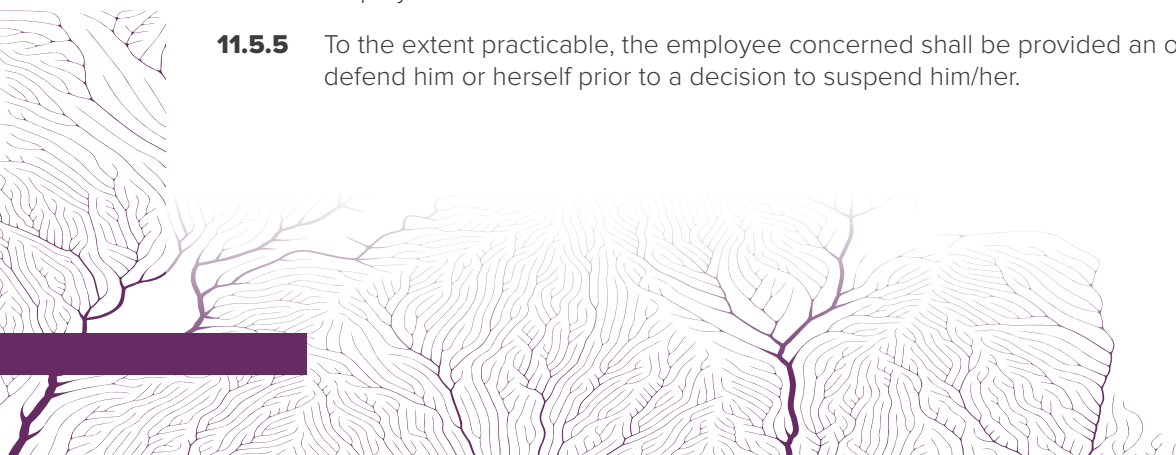
**11.5.1** The Executive Director may suspend an employee, pending further investigation, where he/she has reason to believe the employee may have committed a serious violation of the Usawa Code of Conduct, Policies or applicable laws.

**11.5.2** During the period of suspension an employee shall be entitled to full pay. If at the conclusion of the investigation the employee is found guilty of the violation his/her contract shall be terminated and he/she shall not receive any additional pay or benefits.

**11.5.3** An employee who is suspended may be required to return all Usawa properties under his/her care and vacate Usawa premises.

**11.5.4** Where the matter is not resolved within one (1) month of suspension, Usawa and/or the employee may resort to the normal termination clauses as provided herein. In this event, the employee shall receive the benefits due in relation to termination of contract.

**11.5.5** To the extent practicable, the employee concerned shall be provided an opportunity to defend him or herself prior to a decision to suspend him/her.





## 11.6 Recovery of losses or damages

**11.6.1** Where Usawa suffers any loss or damages as a result of neglect of duty on the part of an employee or non-compliance with any lawful instruction, or where the employee has caused wilful damage or loss, the Board of Directors or Executive Director may require the employee to make good such loss or damage by withholding up to twenty five (25%) percent of his/her gross salary every month until the liability is fully recovered.

**11.6.2** Notwithstanding the provision above, Usawa may additionally resort to legal action to recover the value of damaged or lost assets.

## 11.7 Right of appeal

**11.7.1** An employee who is aggrieved by disciplinary action taken against him/her may appeal within seven (7) days to the Executive Director for reconsideration, stating his/her case in writing. The Executive Director shall respond to such appeals as soon as possible and not later than thirty (30) days of receiving the appeal.

**11.7.2** In cases where the disciplinary action against an employee involves suspension, termination on misconduct or cost recovery, an employee who is not satisfied with the disciplinary action may further appeal to the Board of Directors within seven (7) days, stating his/her case in writing. The Board of Directors shall respond to such appeals as soon as possible and not later than thirty (30) days of receiving the appeal.

**11.7.3** The disciplinary actions taken shall remain in effect during the course of the appeal, unless the Executive Director or the Board as the case may be, chooses to postpone action, pending ruling of the appeal.

**11.7.4** Where the disciplinary action is overruled or modified after having been in effect, except as provided otherwise herein, the Executive Director or the Board as the case may be shall determine the extent of foregone benefits to which the employee shall be entitled.

**11.7.5** The decision of the Board in any case of appeal shall be final and conclusive.



## 12. Separation

### 12.0 Purpose

This policy describes the circumstances under which an employee ceases to become an employee of Usawa (i.e. is 'separated') and the rights and benefits that shall be applicable in each case.

### 12.1 Grounds for separation

**12.1.1** An employee may cease to be an employee of Usawa under the following circumstances:

- Failure to satisfactorily complete probation period
- Termination on misconduct or disciplinary grounds
- Performance assessed to be unsatisfactory or below expectation in annual appraisal
- Redundancy of the employee's position
- Expiration of contract
- On medical grounds
- Death of an employee
- Either party providing minimum notice
- By mutual agreement between Usawa and the employee

**12.1.2** The circumstances leading to separation, minimum notice required and benefits due are summarized in the following table and elaborated further below:

Circumstance	Minimum Notice	Benefits due
Medical grounds	After 90 working days of illness, if declared unfit for work by a medical practitioner	Pension, severance pay, certificate of service and benefits of group accident coverage where applicable to the extent provided by provider
Unsatisfactory probation	Usawa to provide 7 days' notice if given in the first month, 4 days if the employee is employed on daily or weekly basis and 28 days' notice if the employee is employed on a monthly basis, OR payment which is equivalent to the notice period.	Pension only
Termination on misconduct	None	Pension, accumulated annual leave
Staff appraisal below expectation or unsatisfactory performance	Usawa to provide notice of 3 months for confirmed employees hired at Level 8 or above; 1 month for all other employees (or payment in lieu of notice), or up to end date of contract if it expires earlier	Pension, accumulated annual leave certificate of service.
Redundancy	Usawa to provide notice of 3 months for confirmed employees hired at Level 8 or above; 1 month for all other employees (or payment in lieu of notice), or up to end date of contract if it expires earlier	Pension, severance pay, accumulated annual leave and certificate of service
Expiration of contract	None	Pension, severance pay, accumulated annual leave, certificate of service

Circumstance	Minimum Notice	Benefits due
Death of employee	None	Pension, health insurance and/or group accident coverage to the extent provided by
Providing minimum notice	Either party providing notice of: a) one week if given during probation period, b) one month if the employee is employed at Salary Grade 7 or below or 3 months if Salary Grade level 8 or above, or c) up to end date of contract if it expires earlier	Pension, severance pay, accumulated annual leave, certificate of service
Ending contract by mutual agreement	As mutually negotiated by Usawa and employee	Pension, severance pay, accumulated annual leave, certificate of service and other benefits as mutually negotiated, not exceeding normal pay

## 12.2 General considerations

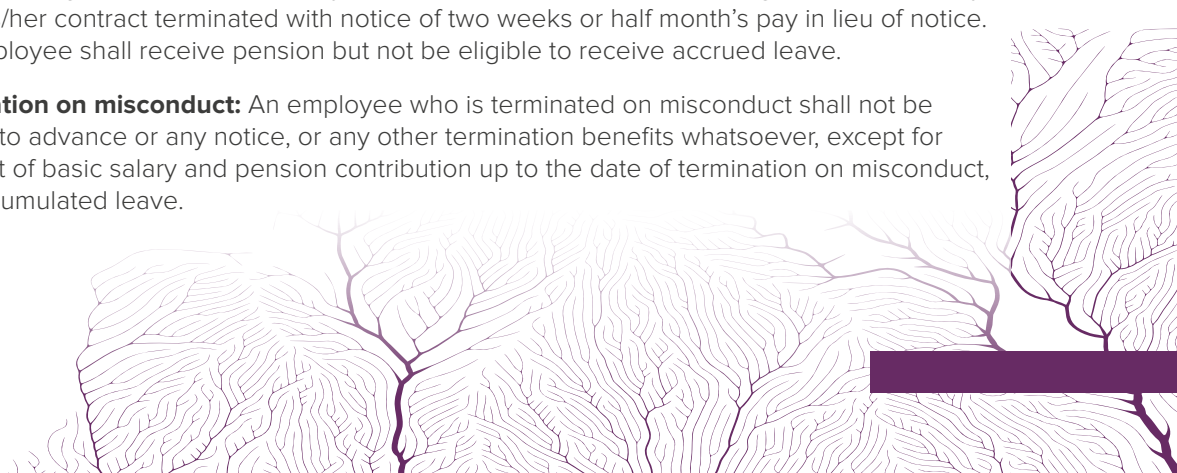
- 12.2.1** Both Usawa and the employee shall seek to minimize disruption to the work of Usawa and life of employee to the maximum extent possible.
- 12.2.2** The party initiating the separation shall strive to inform the other of its intention to separate as far in advance as possible. However, the following ‘minimum notice’ requirements shall apply, unless explicitly stated otherwise in the employee’s contract:

Contract with	Minimum notice or payment in lieu of
Any position while on probation	Notice of one week or equivalent payment of basic salary in lieu of notice, except for director level notice of one month or equivalent payment of basic salary in lieu of notice
Employee of Salary Grade 8 or above	Notice of three months or equivalent payment of basic salary in lieu of notice
Other long term contract employee	Notice of one month or equivalent payment of basic salary in lieu of notice

- 12.2.3** All notices regarding separation or other changes to contract shall be served in writing and must be signed by the Executive Director.

## 12.3 Detail grounds for separation

- 12.3.1 Medical grounds:** An employee who has been on sick leave for 18 weeks (90 working days) in a period of twelve months shall be examined by a certified medical practitioner recognized by Usawa, and if he/she is declared unfit to continue working the Executive Director may, after consultation with the relevant managers, terminate the employee’s contract on medical grounds. In such an event, the employee shall be entitled to all applicable benefits as stipulated herein.
- 12.3.2 Unsatisfactory probation:** An employee who is not confirmed after serving on probation may have his/her contract terminated with notice of two weeks or half month’s pay in lieu of notice. The employee shall receive pension but not be eligible to receive accrued leave.
- 12.3.3 Termination on misconduct:** An employee who is terminated on misconduct shall not be entitled to advance or any notice, or any other termination benefits whatsoever, except for payment of basic salary and pension contribution up to the date of termination on misconduct, plus accumulated leave.



- 12.3.4 Unsatisfactory appraisal:** The Executive Director may, at his/her discretion, provide an employee assessed to have performed unsatisfactorily or below expectation additional time to improve performance or terminate the employee's contract by providing minimum notice, unless his/her contract expires earlier.
- 12.3.5 Redundancy:** The Board of Directors may determine to make a position redundant, subject to applicable national laws, where the position is seen to be no longer in the interest of Usawa or consistent with evolving plans and strategies. In such cases, the Executive Director shall strive to engage with and inform employees of Usawa's intention as far in advance as possible. In such cases, Usawa shall provide minimum notice or payment in lieu of notice. In this case, the employee shall be entitled to accrued leave, pension, severance pay and certificate of service.
- 12.3.6 Expiration of contract:** Upon expiration of the employment contract, the employee shall be paid terminal benefits as stated in the said contract. In this case, the employee shall be eligible to use up earned leave prior to end of contract, unless the Organization requests otherwise, in which case accrued leave days shall be paid for upon close of service and completion of exit procedures. In the event that the employment contract with Usawa is not renewed after expiry, the employee shall have the right to claim pension payments, severance payments and a certificate of service.

Employment contracts may be renewed by mutual agreement of both parties, and there shall not be any assumption of automatic renewal. However, both parties shall seek to provide advance notice of at least one month of its intention or desire to renew the employment contract.

- 12.3.7 Death of employee:** If the employee dies, the officially designated next of kin of the employee shall be entitled to receive full payment of salary until the employee's last actual day worked and payment of unused annual leave. The next of kin may also be eligible to receive certain benefits from the health insurance provider depending on the level of coverage subscribed and the rules of the health provider. Where the death of the employee is caused by accident or injury his/her next of kin may also be eligible to receive compensation from the group accident insurance cover depending on the level of subscription and the rules of the insurance provider. Failure by insurance provider to provide benefits shall not constitute a liability for Usawa. In case staff is on work travel beyond duty station, and dies a natural death other than accident, Usawa shall cover for actual cost for the transportation of the body back home.
- 12.3.8 By provision of minimum notice/ Resignation by the employee:** At any time, either Usawa or the employee may terminate the employment contract by providing minimum notice or corresponding payment in lieu of notice. An employee who has provided minimum notice shall not be entitled to take annual leave during the notice period unless the Supervisor/relevant Director determines granting leave shall not disrupt the work of Usawa. Where the Executive Director has provided minimum notice the employee shall be entitled to take accrued leave during the period of minimum notice. An employee whose contract is terminated through provision of minimum notice shall be eligible to receive accumulated pension.
- 12.3.9 By mutual agreement:** At any time, either Usawa or the employee may agree by mutual agreement to terminate the employment contract at a time to be mutually negotiated. An employee whose contract is terminated through provision of minimum notice shall be eligible to receive pension, and other benefits if any in accordance with the terms of the mutual agreement, provided that the benefits do not exceed what would have otherwise been normally provided.



## 12.4 Exit requirements

**12.4.1** Prior to completion of the employment term, each employee shall undertake the following:

- Complete a detailed, written handover as per organizational standard
- Complete an exit form
- Fully document and handover all organizational assets, material, documents, ID cards, etc. to an officer designated by the Organization
- Cooperate with the IT Officer/designated officer to turn off all passwords and discontinue their use
- Fulfil any other requests as may be reasonably requested by management

**12.4.2** Upon the last day of work the HR Manager working with the responsible Supervisor/relevant Director and IT Officer shall ensure that access to all offices and computers/programs shall be systematically reviewed and closed (especially disabling of all passwords). Email shall be set up with automatic response for three months and thereafter records shall be archived.

# 13. Grievances

## 13.0 Purpose

Internal conflict, disagreements and misunderstandings among employees are unavoidable from time to time in any organization. This policy articulates the principles and procedures that are to guide how these are to be managed at Usawa. This policy does not apply in cases of serious misconduct where an employee's action is subject to disciplinary action.

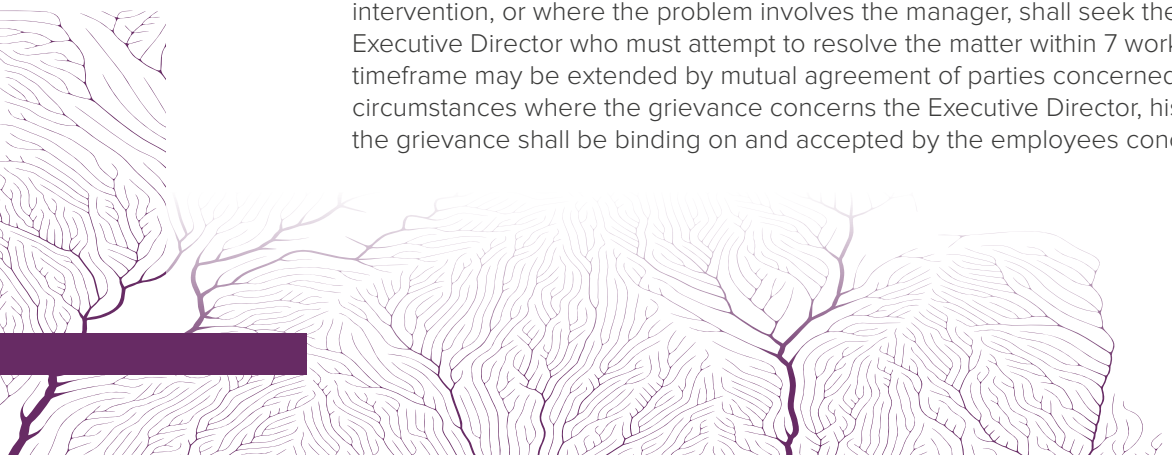
## 13.1 General principles

- 13.1.1** All employees shall strive to act towards others in a manner that is respectful, generous, understanding and civil and seek to avoid causing other employees to become unnecessarily aggrieved.
- 13.1.2** All persons involved in handling grievances, and especially officers to whom the matter is brought for adjudication, shall at all times act in good faith, and be fair, considerate, truthful and even-handed, and to take into account the interests of the employees concerned and Usawa as a whole.
- 13.1.3** Employees who have acted inappropriately are expected to acknowledge their mistakes and apologize, regardless of their position in the organization; and seek to change their behaviour. Employees who have been aggrieved shall similarly seek to be generous-spirited and reconcile themselves with their colleagues.
- 13.1.4** Honest, straightforward dialogue is always preferred over secretive complaining. Aggrieved employees and those advising them should at all times seek a swift and fair resolution to the problem rather than 'complaining in the corridors' or otherwise entertaining or being party to continued secretive discussion.
- 13.1.5** Employees shall seek to resolve matters in good faith among themselves before referring the matter to higher levels or talking about it widely with others.

## 13.2 Grievance procedure

The following steps shall be observed in seeking to resolve grievances:

- 13.2.1** The employee(s) who is/are aggrieved by another employee shall, wherever possible, seek to resolve the problem with the perceived offending party before taking the matter to others.
- 13.2.2** The aggrieved employee(s) who is/are unable to resolve matters among themselves should seek the advice of their Supervisor/relevant Director(s) and/or HR Manager who must try and resolve the matter within 5 working days. In exceptional cases, where warranted, this timeframe may be extended by mutual agreement of parties concerned. The Supervisor/relevant Director may, where appropriate, seek the advice of another director or manager. In the event that the grievance is not resolved at this level, it must be referred to the next level of management being the Executive Director.
- 13.2.3** The aggrieved employee(s) who is/are unable to resolve the situation after the manager's intervention, or where the problem involves the manager, shall seek the advice of the Executive Director who must attempt to resolve the matter within 7 working days. This timeframe may be extended by mutual agreement of parties concerned. Except for circumstances where the grievance concerns the Executive Director, his/her decision to solve the grievance shall be binding on and accepted by the employees concerned.



Where the grievance is against the Executive Director, and it cannot be resolved through direct dialogue with him/her, or the intervention of the aggrieved employee's Supervisor/ relevant Director and/or HR Manager, the aggrieved employee may refer the matter to the Chairperson of the Board of Directors who shall attempt to resolve the matter within 10 working days of being approached. This timeframe may be extended by mutual agreement of parties concerned. In such an event the arbitration of the Board of Directors or Board Chairperson as the case may be shall be binding on and accepted by the employee(s) concerned.

### **13.3 Other provisions**

**13.3.1** The aggrieved employee(s) and/or any other party who is formally involved in dealing with the grievance may at their discretion choose to document the problem and resolution. Such documentation may serve as a note for the record and be kept for future reference, but shall normally not constitute a formal entry into the Personal File, unless the Executive Director determines it to be sufficiently serious to warrant such status.

**13.3.2** A grievance that is determined by the Executive Director to be sufficiently serious as to constitute the grounds for disciplinary action shall be subject to Policy addressing disciplinary action.

**13.3.3** An employee with a grievance may request a colleague long term contract employee accompany and assist him/her in dealing with a grievance.



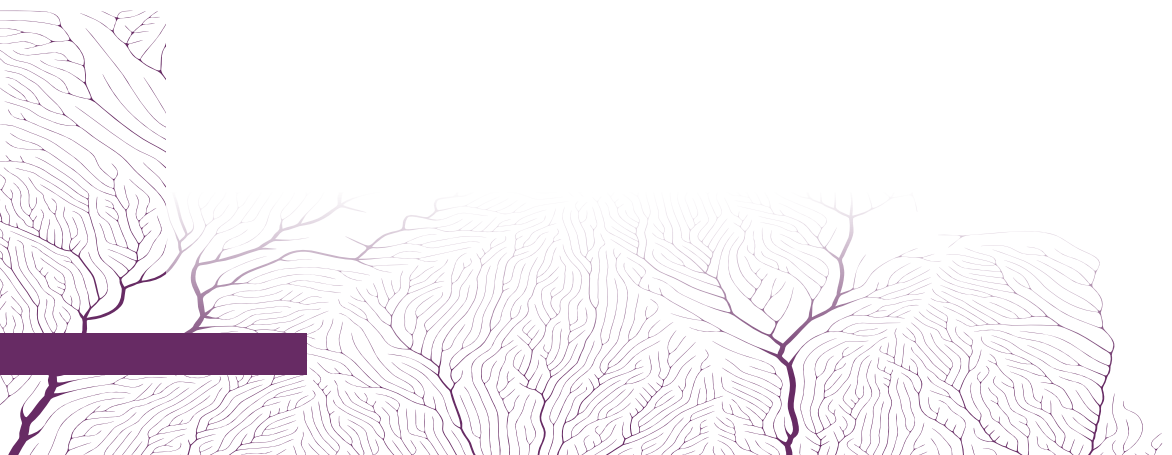
## 14. Information Technology (IT)

### 14.0 Purpose

Computers, software and electronic communication (Information Technology or IT) are essential work tools at Usawa, and increasingly so as key processes are moved online. Accordingly, it is important basic expectations and rules and regulations pertaining to the use of IT infrastructure at Usawa. All staff must comply with IT Policy Guidelines; failure to do so may lead the Organization to restrict, deny or cancel staff access.

### 14.1 Allocation of computer and software

- 14.1.1** Each employee who requires a computer to fulfil his/her responsibilities shall be allocated reserved or shared access to a desktop computer wherever possible. Additionally, where practicable, the Executive Director, Directors, key managers and the Regional IT Officer shall be issued with an organizational laptop for work use, which may be recalled where Usawa determines this to be in the organization's interests. The Unit Director shall determine the employee entitlements to computer equipment and software, taking into account budget provisions and other relevant criteria.
- 14.1.2** Laptop computers shall be issued to employees for work purposes only; employees allocated laptop computers shall be responsible for exercising great prudence and taking all measures to ensure safety and good use. Laptops may not be left in unlocked locations, placed into airline or bus-checked baggage or otherwise stored in a location where it could be misplaced or misappropriated.
- 14.1.3** Each employee shall be responsible for the safety and taking care of computer equipment allocated or used by him/her consistent with the provisions herein and guidelines that may be issued from time to time. An employee who uses computers in violation of policies and guidelines may forfeit access and be subject to further disciplinary action.
- 14.1.4** All organizational computer equipment (servers, desktops, laptops, etc.) may only have approved software installed on it. No employee may install, download or transfer software, encryption, unauthorized files or other programs without the express permission of the IT Officer who shall work under the guidance of the HR Manager, Unit Manager or Executive Director.
- 14.1.5** Each employee shall have accounts set up for him/her by the IT Officer commensurate with his/her duties and functions at Usawa. The employee shall ensure that he/she establishes strong difficult to guess passwords (usually consisting of a combination of capital and small letters and numbers) for each of these accounts, and changes them at least once every four months to maintain security. An employee may not share their personal password with anyone else and shall take care to protect it, including not typing or saving it in a manner that could be accessed by others. The IT Officer shall advise on secure use of passwords, and lead by example in his/her own practice. He/she shall maintain all organizational encryption keys and passwords in a highly secure manner, and establish a protocol whereby the Executive Director and Unit Director/HR Manager know how to access them in emergency situations.





## 14.2 Email

**14.2.1** Each long term contract employee shall be provided with a personalized **@usawaagenda.org** email account; interns, consultants and other shorter term employees shall be either be provided with general temporary addresses (such as **internXX@usawaagenda.org** where XX stands for the initials of the temporary staff person) or asked to use their private email address. Organizational email addresses shall generally be reserved for correspondence with professional colleagues, and employees shall use their own personal (non-work) email addresses for personal communication. All email through official addresses shall be recorded/logged and subject to organizational scrutiny.

**14.2.2** All employees shall take care to safeguard system passwords and overall security of organizational IT systems. Passwords issued to employees may not be given to any other party. No employee may attempt to use, hack into or otherwise attempt to access material and systems to which they are not entitled. An employee who is aware of any other person violating this provision shall promptly inform the Director of Services.

**14.2.3** All email messages (received and sent) are organisational records. The contents of email, properly obtained for legitimate work related purposes, may be disclosed within the organisation without an employee's permission. Therefore employees should not assume that messages are confidential. A back-up copy of email shall be maintained by the Organization at all times and may be referenced by management for work related and legal reasons. Employees may not delete or otherwise erase any work related email.

**14.2.4** All organizational email shall normally have a standard signature in a format and style established by the Organization under the guidance of the Director of Services. All staff shall maintain this signature.

**14.2.5** Email communication represents the values and reputation of the Organization.

- Accordingly, each employee shall adhere to email use guidelines that may be issued from time to time. In particular, each employee shall:
  - Ensure that correspondence is well written, clear, edited and does not have spelling or other errors
  - Keep the language, style and tone used courteous and professional
  - Keep emails focused and to the point, avoid lengthy text and verbosity
  - State action needed/purpose of email clearly and succinctly in subject lines
  - Address essential people in the 'To' section from whom action/response is expected; include others who need to know but from whom no action/response is expected in the 'cc' section; and avoid use of 'bcc'. Generally cc your Supervisor on all emails with external parties and on all serious internal matters.
  - Avoid hitting 'reply all' where not necessary to avoid clogging up inboxes
  - Be careful to only commit to what is within your authority level, do not imply or promise more than that or otherwise raise expectations
  - Be constructive and solution focused and helpful

**14.2.6** The following specific email behaviours are **NOT** acceptable at Usawa:

- **Offensive email:** Employees may not send or forward a message that causes justified offence (e.g that is racist, sexist, homophobic, defamatory, abusive, offensive or obscene) or that which could bring Usawa into disrepute; violations may be subject to disciplinary action.

- **Excessive Personal use:** Email facilities are for work use during working time and any abuse could lead to disciplinary action. Whilst not explicitly prohibited, personal use of email/ internet should be kept minimal and not disrupt work. Personal emails should use personal (non-Usawa) email addresses.
- **Email overuse:** Avoid using email for general informational items where a response or action is not required from specific officers; such information should be communicated through internal platform (Salesforce Chatter).
- **Junk Mail:** Forwarding of jokes, chain letters or personal mail to other individuals or groups is not allowed
- **Opening file attachments from unknown users:** Because of the problem of viruses, employees may not open any file attachments that do not come from a trusted source.
- **Non-professional use:** Avoid 'smiley' faces, fancy fonts and colours, and other nonprofessional images.

**14.2.7** Emails shall be responded to promptly. The norm is to respond to (internal or external) emails within one to two working days of receipt; but in no case should it take more than five working days. Where working on a response may legitimately take longer, the employee shall acknowledge receipt of email and let correspondent know when a substantive response shall be sent.

**14.2.8** When an employee is on leave or otherwise occupied such that he/she cannot access/ respond to emails for two working days or more, he/she shall set up a 'vacation' auto-response notification in accordance with organizational standards. Employees who are out of the office on work travel are expected to check and respond to their emails to the extent possible, but may set up the auto- response to state that there may be a delay in response. The auto-response shall state the date when the employee expects to be back at work/able to respond to emails.

### 14.3 Internet

**14.3.1** All computers shall be connected to the internet primarily for work related (and limited personal) use unless determined otherwise by the Director of Services. Internet may be accessed using approved browsers with sufficient anti-virus protection. Employees shall at all times use the internet in a manner that does not disrupt the work of Usawa, and personal use is kept to a minimum and/or undertaken outside official working hours.

**14.3.2** Use of social media accounts such as Facebook, Twitter, Instagram and WhatsApp is permitted but employees shall exercise care and good judgement to keep use limited and ensure it does not harm or disrupt the work of the Organization. While social media accounts are personal, employees are still affiliated with Usawa and shall take care not to post any comments that contravene Usawa values or principles, or do anything that may harm the interests, objectives or reputation of the Organization.

**14.3.4** Employees may not at any time view pornographic or other offensive websites, may not engage in online gaming or competitions, may not watch non-work related films, download large image, video or other large files unless necessary for work, or engage in activities that impair computer network functioning or safety. Employees may not during working hours post items on the internet or social media that could be considered frivolous or embarrassing. Employees may not download any software or software enhancements that are not explicitly authorized in advance by the IT Officer, Unit Director or Executive Director.



## 14.4 Document management and protection

- 14.4.1** The IT Officer, under guidance of the Unit Director/ Executive Director, shall set up an electronic folder filing system in time for the beginning of each year. The system shall generally follow the logic of the respective Annual Plan. All employees are required to save electronic documents (including draft versions) in accordance with approved file naming conventions and file them in common electronic folders in accordance with guidelines issued by the Regional IT Officer or Director of Services. Adherence to this convention helps ensure that files are properly organized, easily accessible to colleagues when the employee is not available or years later, and so that proper backups are made. An employee who does not save files as required shall be in violation of Policies.
- 14.4.2** At the direction of the Unit Director or Executive Director, the IT Officer shall set up certain folders that shall be confidential and limited to specified designated users and/or password protected. No person who is not authorized to use these files shall have attempt to access or view these files and folders.
- 14.4.3** Employees shall have access to the files and data needed to perform their duties, for which access privileges shall be established. All employees shall maintain data integrity and confidentiality in accordance with instructions. No employee shall access or attempt to access data that is confidential or to which he/she does not have access privileges.
- 14.4.4** Employees may to a limited and reasonable extent create personal files on work computers, provided nothing is done that is or could be perceived to be offensive, inappropriate, and illegal or otherwise harm the reputation of the Organization. Each employee shall have a personal folder set up for him/her in which to save their personal files, which while the Organization does to intend to scrutinize, shall nonetheless be subject to scrutiny where the Organization sees it fit to do so.
- 14.4.5** All work related files belong to the Organization which shall maintain a backup and may access files at any time.

## 14.5 Skype or equivalent

- 14.5.1** Usawa shall use Skype (or equivalent platform as determined by the Executive Director to enable quick, easy and inexpensive communication among staff and with key partners. Skype shall serve as the primary chat and calling method between staff and when staff are travelling to areas with reliable internet access. Skype chat communication shall serve informal purposes; any formal communication shall be sent in writing by email or other secure means.
- 14.5.2** Each Usawa employee shall establish an individual Skype account (with professional sounding name and that is not shared with family or others) and shall have it turned on at all times while working (including when working out of the office).

## 14.6 Electronic calendar

- 14.6.1** Each long-term contract employee of Usawa shall maintain an accurate, complete and updated electronic calendar (currently Google calendar or Gcal) which is shared with other employees. Each employee shall record information regarding all work related meetings, travel, assignments, engagements, blocked off time for special tasks, leaves and other out of office matters, so as to enable broad transparency, other staff to become aware of what is going on and the whereabouts of each employee during work hours. The information recorded shall include important information such as purpose/agenda of meetings, persons to meet, start/end times, and location. Failure to adequately use electronic calendar shall be considered a violation of Policies.

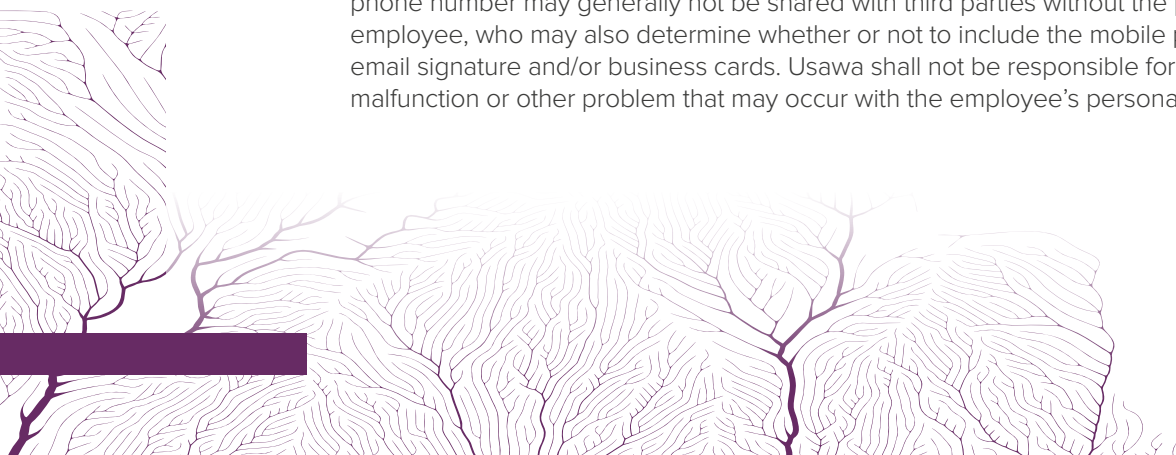
- 14.6.2** Staff may also record personal engagements in the electronic calendar that are scheduled during or outside work hours, but such events shall clearly be marked private.
- 14.6.3** Electronic calendar records may be considered as one factor in the staff appraisal and performance assessment process.

## **14.7 Organizational communications platform**

Each employee shall post information of general interest that does not require a formal response or approval in the organizational electronic platform (currently Salesforce Chatter). The purpose is to keep colleagues across the three countries and interested Board members informed of key happenings, events, ideas, work related news and papers worth reading, to solicit general (voluntary) feedback, and to contribute to organization wide learning and discussion. Examples include organizational events, launches, studies, papers; sharing interesting reading material, Usawa or Usawa issues in the news; new ideas and suggestions. While the platform shall maintain an informal and relaxed manner, it should remain professional and work related, and private matters (e.g. fundraising for wedding costs, reviews of restaurants, private jokes) should generally not be posted here. Care should also be taken to follow general good writing practices (check spellings; keep it short/to the point). For easy search and future reference key words (tags) should be used.

## **14.8 Telephone**

- 14.8.1** Usawa shall equip its offices with telephone system connected with a PABX and a designated or shared extension for each long term contract employee to enable efficient external and internal communication for work related purposes. Staff shall exercise care in use of phone equipment and use it in a manner, which does not interfere with work or cause potential harm to the interests or reputation of the Organization.
- 14.8.2** Each employee needing to make calls in the course of his/her duties shall normally be provided with a unique password, at access privilege levels determined by the Unit Director/ Executive Director, or officer delegated by him/her. Each employee shall take all reasonable measures to safeguard the password, and shall be responsible for all calls made using his/ her password. No employee may use or attempt to use a password that is not assigned to him/her.
- 14.8.3** All employees shall minimize unnecessary usage of phones, seek alternate cheaper means (such as email or Skype), and limit duration of calls where possible. An employee may use Usawa phones to make a modest number of personal calls provided this does not interfere with the work of Usawa or incur unreasonable costs. An employee who abuses phone privileges may be barred from making personal calls and/or face disciplinary action. The cost of personal and all unaccounted calls made through the employee's password may be charged to the employee, and promptly deducted from his/her monthly salary.
- 14.8.4** Should costs warrant, the Unit Director/ Executive Director may require that all non-local calls (i.e. all calls to mobile phones or to other towns) made from Usawa telephones, whether for work or personal reasons, be accurately and promptly recorded by the caller in logbooks set up for the purpose, indicating date, number and person/organization called, purpose of call, estimated duration and whether it is official or personal.
- 14.8.5** All employees are expected to have a functional mobile phone to enable communication and to share the mobile phone information with fellow employees. An employee's mobile phone number may generally not be shared with third parties without the permission of the employee, who may also determine whether or not to include the mobile phone number in the email signature and/or business cards. Usawa shall not be responsible for any loss, damage, malfunction or other problem that may occur with the employee's personal mobile phone.



**14.8.6** Long term contract employees shall receive a flat monthly allotment of approximately USD 25 (in roughly equivalent local currency to be established by the Finance Manager) per month for recharge units for their personal mobile phones to enable them to make official calls in the following month. Employees are encouraged to enrol in monthly calling plan ‘bundles’ to derive good value. The employee shall not be required to reimburse the Organization for any underuse. Similarly, the Organization shall not be required cover for use above the monthly allotment except in exceptional circumstances where an employee is required to make an unusually high number of calls for a special task.

## 14.9 Monitoring

**14.9.1** While Usawa does not routinely do so, it reserves the right to monitor the use of email, internet, social media, telephones and other computer/network use. Cases of suspected abuse or misuse shall be investigated immediately and may be subject to disciplinary action. Usawa, at its sole discretion, may restrict, suspend or cancel an employee’s access to all or part of its IT infrastructure where it is deemed warranted.

**14.9.2** If any employee is concerned that he/she may have intentionally or unintentionally either abused or misused the email or internet facilities he/she is advised to discontinue the activity immediately and to advise his/her Supervisor and Director.

## 14.10 Leadership

The directors and managers of Usawa as well as the IT Officer, as leaders in the Organization are expected to promote understanding of, respect for and adherence to IT Policies and practices outlined herein, and to lead by example.



# 15. Environment

## 15.0 Purpose

The Purpose of this Policy is to articulate the principle understandings and measures that Usawa shall take to safeguard the environment for present and future generations, and to reduce the negative impact of its own practices.

## 15.1 Key principles

The following principles shall guide the practices of each employee while at and outside work:

- Good environmental practice includes, in order of priority, to reduce, reuse and recycle.
- Diversity of plant and animal life is important to preservation of biodiversity and regeneration of the earth.
- A clean and healthy environment is good for health and sustainability. It is also aesthetically pleasant and enjoyable.
- Natural, local materials that are biodegradable and/or have a low impact on the environment and have not required extensive transport (e.g. baskets, clay pots) shall be used wherever practicable.
- Practices that increase carbon footprint and contribute to climate change shall be reduced where practicable, and alternates sought where practicable.

## 15.2 Specific environmental practices

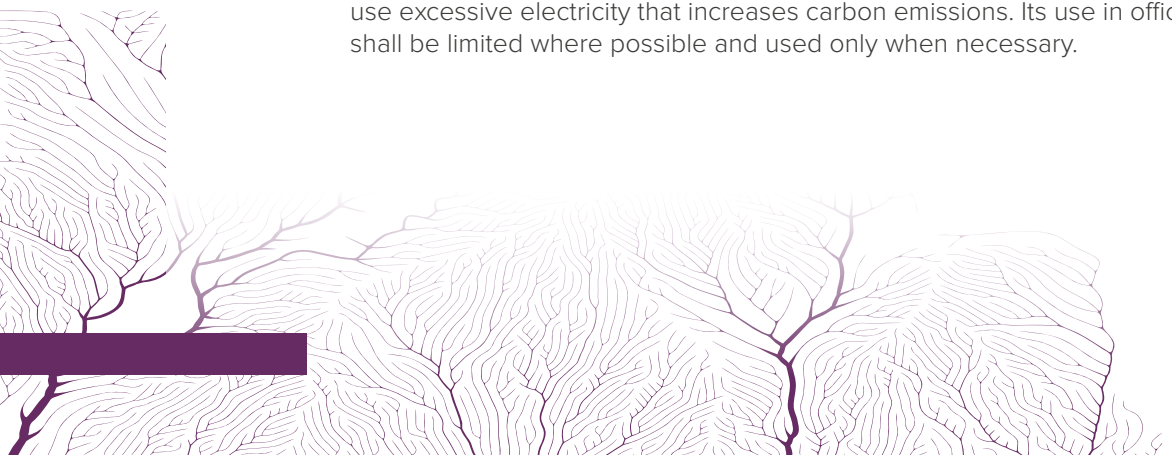
**15.2.1** All employees shall seek to minimize the amount of waste generated by him/her and the organization as a whole. This shall include reducing the use of paper, inks, plastics and food waste.

**15.2.2** Plastics are not biodegradable and are therefore especially harmful to the environment. Employees shall see to it that their use is reduced and completely eliminated wherever possible. In particular, the use of plastic bags and plastic bottles shall be discouraged at Usawa functions wherever practicable. Officers responsible for procurement shall make use of reusable containers (such as straw baskets) to carry materials.

**15.2.3** Used batteries are toxic and harmful to the environment. Usawa shall use rechargeable batteries wherever possible. Where disposable batteries are used, they shall be disposed of safely.

**15.2.4** The use of chemicals shall be eliminated wherever possible and otherwise reduced, and natural, biodegradable materials used instead. This applies in relation to cleaning, polishing/ varnishing, fumigation and construction/renovation materials, including work done by outside companies contracted by Usawa.

**15.2.5** Practices and materials that pollute the air shall be reduced. The use of aerosols is strictly discouraged and where needed, other means to prevent mosquitoes and clean the office shall be used. Air conditioning releases chemicals that are harmful to the ozone layer and use excessive electricity that increases carbon emissions. Its use in offices and office vehicles shall be limited where possible and used only when necessary.



- 15.2.6** Electricity use is harmful to the environment, and should be minimized where practicable. All employees shall turn off air conditioners, lights, fans, computers and other equipment when not in use. Use of air conditioners and heat making machines (microwaves, hot water kettles) shall be used only when necessary because of their high energy demands. The generator-set shall be used when necessary, and organized in a manner so that maximum use of it is made when turned on.
- 15.2.7** Vehicle use is generally harmful to the environment for the fuel it uses, the air pollution it causes, and the disposal of oils and other harmful substances. Vehicle use shall be minimized where possible, and used in a manner that reduces trips and mileage (e.g. consolidate need to travel to one area rather make several trips). Wherever possible the smaller, more fuel-efficient vehicles shall be used instead of larger 4-wheel drive vehicles. For out of town travel use of vehicles shall generally be treated as a last resort where public transport and other options are not practicable. Vehicles shall be serviced and maintained for efficient functioning, and to reduce the negative impact on the environment.
- 15.2.8** While air travel is a necessary part of our work, it is a particularly high source of carbon emissions and all employees and Supervisors should therefore seek to reduce its use and/or make it more efficient. This includes considering alternatives, such as using Skype and video conferencing instead of travel for meetings, offering to make presentations by video recording instead of being physically present, 'batching' activities in one trip instead of doing multiple trips (e.g. having one three-day meeting instead of three one-day meetings) where significant travel is involved, and so forth. Usawa policy to only cover economy class travel saves both costs and has lower impact on the environment.
- 15.2.9** Consuming meat products is increasingly understood to be a major contributor to global warming, due to the large amount energy required to produce, store and transport meat and the high impact of methane gas produced by livestock. Employees shall consider reducing meat intake and the Organization is encouraged to reduce the occasions or number of lunch days where meat is served.
- 15.2.10** Water is a precious and diminishing resource. All employees and Usawa shall use it judiciously and seek to eliminate wastage. The amount of water used in cleaning (building, dishes, cloths, vehicles, etc.) and gardening shall be kept to a minimum. Employee cars may generally not be washed at Usawa offices. Low use flushing systems shall be used in toilets. Tap water shall be used sparingly, and any leaks promptly reported and fixed. Ways in which Usawa could harvest rainwater shall be explored.
- 15.2.11** Paper use contributes to deforestation and chemical contamination. All employees shall strive to reduce its use, and recycle where possible (e.g. reducing printing, writing notes on back of scrap paper, printing drafts, reusing envelopes, during packing). When printing and photocopying using both sides, printing '2 pages on 1 page', printing using 'eco-mode' and other reduction measures shall be encouraged. All units shall plan mass printing requirements carefully so as not to 'overprint'; and explore the potential for printing on recyclable and chemical/acid free paper.

## 15.3 No smoking

- 15.3.1** Smoking and the inhalation of secondary smoke is hazardous to the health and well-being of our employees. Usawa premises and activities shall therefore strictly be a smoke free zone, and smoking shall not be permitted in offices and other public areas (such as lifts/toilets/training and meeting rooms/open plan areas, at gates or entrances where staff or visitors may be required to pass through or by).

**15.3.2** As an exception, where practicable and in the determination of the Executive Director, Usawa may designate a small external part of the premises a smoking section, provided such an area is out of general view and does not require staff or visitors to pass through it and where use by smokers does not cause any inconvenience to any non-smoker. In the event of any conflict, the interest of non-smokers shall prevail.

**15.3.3** Employees may not imbibe or otherwise use any illegal or banned substances.

## **15.4 Responsibilities and awareness**

**15.4.1** The environment is everyone's responsibility. Each employee, and the organization as a whole, has the responsibility to safeguard the environment. This means each employee and Usawa is responsible for acting in a manner that reduces negative impact, and contributes to renewal and regeneration of the environment and to promote such practices throughout.

**15.4.2** Awareness of the adverse effects of climate change and contributors to climate change may not be widely shared across Usawa, therefore HR Manager and Director of Services shall take explicit steps to effectively inform and educate one another on these matters.





# 16. Management of HIV and AIDS, COVID-19 in The Workplace

## 16.0 Purpose

The purpose of this policy is to ensure a consistent and equitable approach to the prevention of HIV/AIDS and Covid-19 among employees and their families, and to the management of the consequences of HIV/AIDS and Covid-19, including the care and support of employees living with HIV/AIDS. The policy has been developed and shall be implemented in consultation with employees at all levels. It complies with existing laws on discrimination, working conditions, safety and health, and with the ILO code of practice on HIV/AIDS and the world of work, and general hygiene measures for the prevention of Covid-19 transmission.

## 16.1 Policy framework and general principles

Usawa does not discriminate or tolerate discrimination against employees or job applicants on any grounds, including HIV status. While Usawa recognizes that there are circumstances unique to HIV infection, this policy rests on the principle that HIV infection and AIDS should be treated like any other serious condition or illness that may affect employees. It takes into account the fact that employees with HIV may live full and active lives. Usawa's commitment to maintaining a safe and healthy work environment for all employees is based on the recognition that HIV is not transmitted by casual contact.

On Covid-19, Usawa shall ensure that preventative measures are always observed at the work place and shall take precautions to minimise the risks of transmission. Employees experiencing Covid-19 signs and symptoms will be advised to seek immediate medical services and Usawa will allow the employee to work from home, and free from stigmatization and victimization. Same as HIV/AIDS, Covid-19 employee status shall remain a matter of privacy between the employee and Usawa.

Generally, Usawa shall provide all basic hygiene measures at the work place including if necessary civic learning to its staff and even to extended Usawa Partners.

## 16.2 Stigma, discrimination and rights

**16.2.1** Rights, such as those relating to confidentiality and access to benefits, shall not be affected by an individual's HIV-positive status. Stigma and discrimination compromise employee welfare and a safe and healthy work environment. They also undermine HIV-prevention efforts, which depend on an atmosphere of openness, trust and respect for basic rights.

**16.2.2** Usawa shall take active measures to challenge discrimination and stigma against people affected by HIV and AIDS, and to protect the basic human rights of all employees in the workplace. HIV-positive employees shall be protected against discrimination, victimization or harassment through the application of normal Usawa's disciplinary and grievance procedures, and the provision of information and education about HIV and AIDS to all employees.

## 16.3 Employment opportunities and termination of employment

No employee should suffer adverse consequences, whether termination on misconduct or denial of appropriate alternative employment opportunities, merely on the basis of HIV infection nor Covid-19 infection, except where the condition of one's health prevents him/her from effectively conducting their work. An HIV positive long term contract employee shall have the right to remain in his/her current position for the duration of their contract as long as he/she is physically and mentally able to perform his/her duties. In case of separation/termination, normal provisions under Policy 1 shall apply.

## 16.4 Testing

Usawa shall not require HIV testing or Covid-19 testing as a prerequisite for recruitment, access to training or promotion. However, Usawa encourages access to voluntary confidential testing with counselling for all employees.

## 16.5 Confidentiality

Usawa recognizes the sensitive issues that surround HIV and AIDS, therefore, undertakes to handle matters in a discreet and private manner. Where an employee with HIV has revealed his/her status to management, Usawa shall keep the identity of the person and his/her status confidential. However, in line with Usawa's philosophy of openness, employees shall be encouraged to be open about and discuss their HIV status.

## 16.6 Awareness and education

In the absence of a vaccine or cure, information and education are more vital components of an HIV-prevention programme, because the spread of the virus can be limited by informed and responsible behaviour. Usawa shall arrange HIV/Covid-19 education for all employees from time to time, and encourage open information exchange about prevention, safe sex, treatment and care. Employees shall be informed about HIV and AIDS, and how to protect themselves and others against infection. Activities shall take into account the different needs of male and female employees.

## 16.7 Management response to HIV and AIDS Health issues

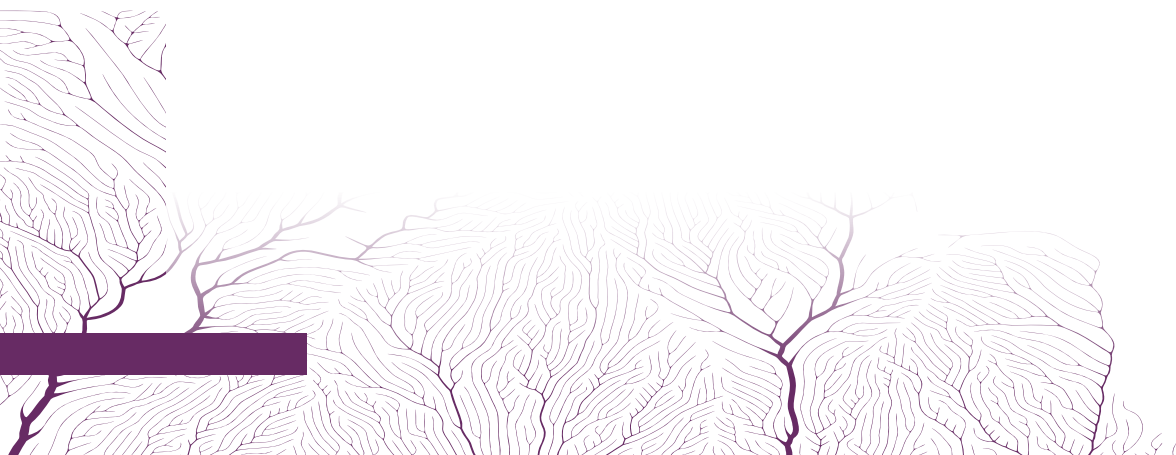
**16.7.1** Management may require visibly ill employees to undergo a medical examination. This assessment shall determine if the employee can continue with their current tasks despite deteriorating health. This examination may also determine if the employee has any communicable disease (i.e. TB) that may endanger co-workers. The exam shall not test for HIV or AIDS. The exam shall result in one of the following actions:

- If the medical practitioner's recommendation is that the employee is able to continue in his/her current position and there is no danger to co-workers the employee can return to his/her position immediately.
- If the medical practitioner's recommendation is that the employee can work full time but needs lighter duties, the employee shall be re-assigned to lighter duties to the maximum extent possible, for a set period of days, consistent with Policies herein. There shall be no decrease in salary during the period of re-assignment.
- If the medical practitioner's recommends that the employee take sick leave the employee shall be required to take the recommended leave, consistent with Usawa Policies.

**16.7.2** Usawa promotes the use of Antiretroviral Therapy (ART) and encourages employees infected with the HIV to be treated with ARV's. In its negotiations with health insurance providers, Usawa shall advocate for coverage of treatment of HIV infection, including provision of anti-retroviral drugs (ARVs), to be included in the package offered to employees.

## 16.8 Condoms

Condoms shall be made available free of charge to employees at all times by being placed in discreet but easy to access locations. Periodic sessions on correct use of condoms and negotiation techniques shall be held with employees as needed.



# 17. Conflict of Interest

## 17.1 Definitions and procedure.

- 17.1.1** A conflict of interest arises whenever an employee has the opportunity to influence Usawa operations or decisions in ways that could result in actual, potential or perceived personal financial benefit to the employee or his/her relatives (which for this purpose includes a spouse or live-in partner, parents or grandparents, children or grandchildren, siblings or cousins, nephews or nieces, uncles or aunts, parents in law or siblings in law).
- 17.1.2** No employee shall, while in the employment of Usawa, engage in any business or activity that would undermine his/her performance or conflict with the interests of the Organization. No employee may use his/her position at Usawa to secure personal financial benefits for themselves or any of their relatives.
- 17.1.3** Usawa may not enter into agreements with or procure goods or services from employees, officers, directors or their relatives or anyone residing in their household, except for exceptional circumstances where it is demonstrated to be in the best interest of Usawa and no viable alternatives are possible. All such decisions shall be approved by the Executive Director, fully documented and disclosed in writing to the Board.
- 17.1.4** No employee or director may involve him/her in any decision-making process, or seek to in any way to influence it, where he/she or his/her relatives may be in a position to gain privately from the decision. All employees shall disclose forthwith any or potential conflict of interest and seek approval before proceeding.
- 17.1.5** No employee may undertake any paid or remunerated activity, while employed at Usawa, save coverage or reimbursement of costs incurred in the course of undertaking approved activities. No employee may become a member, director or officer of a company or association without prior approval in writing from the Appointing Authority.
- 17.1.6** Upon commencement of long term contract employment at Usawa for the first time and on or about January 15 every year, each employee shall truthfully complete and sign a conflict of interest declaration form and submit it to the HR Manager or his/her representative. The form shall include disclosure of an employee's affiliation with companies and associations, shareholding and businesses. Each employee shall be responsible for disclosing any changes to their conflict of interest disclosure status within one week of the change of status and submit the same to the HR Manager.
- 17.1.7** The HR Manager shall ensure that such disclosures are compiled and easily accessible. Officers responsible for procurement of goods and services and recruitment of staff and consultants shall regularly refer to the disclosure information in the course of undertaking their responsibilities.



# 18 . Safeguarding Policy & Child Protection

## 18.1 Policy Statement

This policy applies to all Usawa employees and representatives of partner agencies who have a formal relationship with Usawa. The Usawa Safeguarding Policy has been developed in line with International Standards relating to the UN Convention on the Rights of the Child and A common approach to child protection for International NGOs. These standards include the guidance that all NGOs working internationally should have a child protection policy if their direct or indirect beneficiaries include individuals under the age of 18.

Notably, Usawa employees come into contact with children aged below 18 years on a regular basis during their program/project and field/office activities. Besides being modelled on the above international standards, Usawa’s Safeguarding Policy, and child protection procedures and practices will be informed by the Kenyan legal framework and Constitutional (2010) dispensation, refer to Usawa Agenda Safeguarding Policy Manual.

## Approval for Implementation

This Human Resource Management Policy Document was approved for implementation by Usawa Agenda Board.

Date: .....

Signature: .....

Full Names: .....

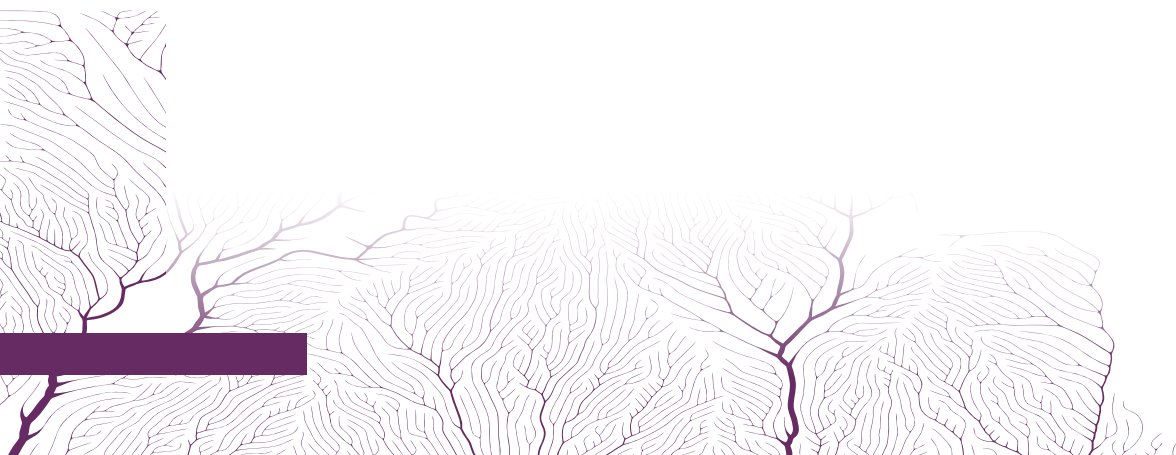
**Board Chair, USAWA Agenda**

Date: .....

Signature: .....

Full Names: .....

**Executive Director, USAWA Agenda**







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