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|   | 2015 |
|  | **SGW**www.simplygreenworldwide.com |

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| **POLICIES AND PROCEDURE MANUAL FOR HUMAN RESOURCE MANAGEMENT**  |
|  **January 2015** |

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#

# FOREWORD

This manual is meant for use as a reference by management staff in the areas of human resource to guide them for effective and efficient running of the company.

The manual will also assist all members of staff to know and be conversant with the basic procedures, terms and conditions of service of **Simply Green Worldwide (SGW)** so as to increase efficiency and competence in their day to day operations.

For Human Resource Department, the manual is meant to inject efficiency in management and particularly to ensure that adequate numbers of the right calibre of staff are available and ready to perform the company duties in a responsible and effective manner.

The Manual is divided into seven chapters.

1. **Chapter 1: Introduction and Background** describes the **SGW** services, specifies the vision and mission statements, core values, core products and services, the purpose and scope of the manual, the objectives, distribution of the manual, who should use it and the organisational structure.
2. **Chapter 2: Staff Recruitment and Deployment** deals with rules and procedures of how human resources are sourced, tested, selected and successfully recruited into the services of **SGW.**
3. **Chapter 3: Standard Employment Terms and Condition** for every employee and staff who shall sign an Employment Agreement with the Company stipulating terms of service and rules and regulations governing terms and conditions of the engagement such as termination, confidentiality, indemnity, among others.
4. **Chapter 4: Standard working terms and conditions** for serving staff and covers a wide range of issues affecting staff working conditions and welfare such as working hours, staff deployment, handing over procedures, dressing code, staff remuneration, transport, medical insurance, pension scheme, annual leave among others.
5. **Staff Business Code of Conduct** relating to general staff conduct, dealing with clients, inter-staff relationship, privacy and disciplinary procedures.
6. **Staff Performance Appraisal, Training and development** sets out general guidelines for performance evaluation, annual performance appraisal, use of performance appraisal, monitoring performance of employees and staff training and development.
7. **Staff Occupational safety and Health.**

This chapter outlines the company’s responsibility for staff occupational safety and health and its policy on prevention and management of staff diseases.

I am confident that all **SGW** staff will dedicate their time to digest the contents of this manual and endeavour to apply the knowledge therein contained in effectively and diligently discharging their roles at **SGW** in particular and serving our great nation Kenya and global research fraternity at large.

**Enoch M. Ontiri**

**CEO,**

**SGW**

**January 2015**

# CHAPTER ONE: COMPANY BACKGROUND AND INTRODUCTION

# 1.0 Background and Introduction

## Legal Status of SGW

SGW is a registered firm of Environmental Research and Development Company with over 5 years’ experience providing specialized services for clients in Kenya, sub-saharan and globally. Services offered include programs and project management, monitoring and evaluation, economic analysis, advice and studies on institutional arrangements and regulations that govern infrastructure, policy and strategy development.

The consulting team collaborates with trusted consultant associates and institutions with the same values, passion for success and attention to detail to complete assignments for our higher calibre clientele.

Our approach is guided by integration, collaboration and partnership, capacity building and skills sharpening, data use for programme and project improvement and using technology for development.

## 1.2 Vision and Mission Statements

##

**1.2.1 Vision Statement:** SGW Ltd aspires to provide high quality and innovative strategies in research services, Natural Resources conservation, Monitoring & Evaluation, Data Quality Assurance, Policy & other Social Science Research, Rural & Community Development services in Kenya and worldwide.

**1.2.2 Mission Statement:** Exceeding expectations through collaborative programme & project management, policy research, capacity building, and utilization of technology. Building on best practices whilst encompassing principles of sustainability, innovation, utility, efficiency, flexibility and responsiveness.

* + 1. **Core Values and Philosophy**

**Passion for Excellence.** This is the reason why SGW Ltd. was formed. If our actions do not improve the success of species, ecosystems and communities then we will not take those actions. Our clients expect and deserve excellence, without any compromise.

**Sustainable Resource Development.** Can true excellence be attained? We believe that we should strive for it but recognize that it is rare to find perfection. Is there a day when you don't learn something new?

**Independence.** We maintain true independence from software tools, methodologies and trainers, so that we really can give the best advice to our clients with confidence.

**Trust & Respect.** We respect every individual we work with. We work to earn the respect and remain trustworthy by striving to have enduring impacts on both the natural environment and our human clients.

* + 1. **Objectives**

The Organization’s main objective is to provide services in research projects management, guidance and support, leadership in generating ecosystem benefits that are sustainable.

**1.2.5 Specific Objectives:**

The Organization’s specific objectives include, but not limited to:

(a) Develop the project vision

(b) Build the project management team and lead it toward project performance

(c) Use brainstorming, organizing, decision making, and project management skills to realize project goals.

(d) To demonstrate high level facilitation skills and interpersonal relationship skills.

(e) To support evidence-based decision making through data and rigorous research

**1.2.6 SGW Core Services /Programmatic Areas**

1.      Programme and project management

2.      Policy and strategy development

3.      Monitoring and evaluation

4.      Economic analysis, advice and studies on institutional arrangement and regulation that govern infrastructure

## 1.3 Purpose and Coverage of the Manual

The guidelines in this policy document are intended to facilitate smooth operations of SGW in order to achieve its overall objectives in an effective and efficient manner. They will help all company staff to know what is expected of them, and what they expect from the company.

The immediate objectives of this policy document are to:

* Provide for objective and transparent decision making in company management and staff management issues;
* Provide detailed systems and procedures for personnel, financial and administrative management;
* Specify responsibilities within SGW
* Provide a structure for information flow within the company management and administrative structures.
* Act as point of reference for matters relating to staff and company management.

The rules and regulations in this policy document apply to all categories of staff assigned to or contracted by SGW. In cases where this policy document does not provide rules and regulations, the Management Board in consultation with the Executive Director shall provide guidance.



The manual will help to initiate, nurture and develop a corporate culture, which is essential for sustainability and prosperity of the organization. The development of corporate culture is a long process that requires deliberate effort and commitment by all members of the organization.

## 1.4 Distribution and Revision of the Manual

 **Distribution**

All employees and Board shall have access to copies of the manual. The manual will under no circumstances serve as a public document. It is only for internal use, limited to SGW and its employees. Its distribution outside SGW shall be at the discretion and approval of the Board.

Bound copies of the manual shall be prepared and distributed to the Board, the Management and heads of department and all staff including new ones as they are deployed in the company.

 **Revision**

* This manual shall be updated periodically as need arises but shall be completely revised every five years to reflect changes in SGW.
* Updating of the manual shall be initiated by the Finance and Administration Manager with approval of the Executive Director.
* Any endorsed modification before the 5 years period shall be distributed to the Management Board and staff of SGW as an addendum to the manual.

## 1.5 Users of the Manual

This manual is to be used by employees of SGW who must know the terms and conditions under which they are to offer their services.

Recruited employees must sign a contract that binds them to follow these rules and regulations. During the induction course, the rules and regulations should be explained very well so that new staff members fully understand the contents of the terms and conditions of service.

It is also written for the Management who have to use it when taking decisions and actions on behalf of SGW. The Management should internalise the manual thoroughly. Each head of department should focus on the section relevant to them. They must make reference to the manual before taking major decisions. Failure to follow this may lead to costly consequences if a contrary action is taken which contravenes the manual.

Board members who are key policy makers for SGW will use the manual while initiating key policies for SGW. The manual will be formally launched, and the regulations therein become enforceable with effect from 1st of December 2010.

##  Organizational Structure

## Organogram

# 1.6.2 Duties and Responsibilities

**1.6.2.1 The Management Board**

The Basic Responsibilities of the Management Board will be: -

* To define the policies of the organization,
* To evaluate the organization’s performance and propose improvements or alterations as required
* To facilitate staff and client grievance issues
* To review and accept the annual audits, accept fiduciary responsibility for the organization and assure the integrity of its financial records and reports.
* To periodically review the organization’s compliance with its vision, mission and values statements.
* To represent the organization to its stakeholders

The Management Board will be directed by a chairman who will be responsible for: -

* Representing the organization’s Board to the outside world.
* Directing the organization’s Board’s work.
* Calling and guiding Board meetings.
* Observing the Board decisions and ensuring that they are obeyed.

**1.6.2.2 The Technical Advisory Council**

The mandate of the Organization’s technical advisory council is as follows:

* To review business plans and provide recommendations to the organization board of directors
* To act in an advisory capacity for matters related to the management, contractual obligations and strategic development of the Business operations, programs and other related initiatives and opportunities
* To advise the board of directors on matters relating to the maintenance and further development of a strong and viable organization’s programs
* To review, advise and recommend to the board the adoption of policies and procedures relating to the management and strategic direction of the organization.

**1.6.2.3 The Executive Director,**

* Develop the organization’s strategic plan for approval by the Board of Directors
* Implement the approved strategic plan including leading the development of a growth strategy and annual work program for the organization, including short, medium, and long-term milestones, budget, regular reporting mechanisms (including financial progress reports), and a monitoring and evaluation framework to measure results and impact, as well as proposed strategic linkages to all stakeholders;
* Liaise with local stakeholder agribusiness innovation communities to ensure that the organization remains demand-driven and responsive to client needs
* Liaise with the technical advisory council to carry out all relevant research, diagnostic work, and analysis;
* Identify potential funders of the organization, develop fundraising plans, and prepare requisite presentations, concept notes and proposals;
* Coordinate the updating of agribusiness communications and outreach materials, including online dissemination, outreach, and communications done via the organization’s website;
* Conduct outreach, stakeholder awareness, and engagement as well as stakeholder awareness and engagement with external partners for the organization;
* Prepare donor progress reports related to the status of implementation of the organization;
* Development and implementation of organization’s training programmes

**1.6.2.4** **Deputy Director & Director of Programmes**

The head of programmes formulation and implementation

**General TOR’s for Key Technical and Administrative Staff.**

Each manager will: -

* Develop departmental strategic plans for the Organization and monitor compliance with the goals and objectives of the Programme.
* Define departmental long-term strategic goals, build customer relationships, identify business opportunities, negotiate and close departmental business deals and maintain extensive knowledge of current market conditions.
* Prepare departmental financial plans
* Provide periodical and annual intelligence to the Executive Director in relation to the department.
* Continually develop departmental new client business by pursuing business opportunities with strategic targets and cultivating relationships with existing clients.
* Increase market share by proactively prospecting, pursuing, and closing new business
* Develop prospect list and execute a targeted sales and marketing plan to generate new business
* Day to day support of the Organization’s clients
* Administration of clients’ contracts and records (both paper and ICT based):
* Supporting and assisting the other line Managers:

**1.6.2.5** Gender, Justice & Livelihoods Coordinator

Head of agriculture and agro-forestry livelihoods

 Lead on sustainable livelihoods for the region including supporting Value Chain project developed within broader alliances with other actors, including Multi-National Companies.

* To lead the Sustainable Livelihood Learning Network.
* To lead SGW and innovation on Livelihood and Markets in the Region.
* To lead on the promotion of Gender Justice in Market Based Livelihood
* To coordinate with other advisors the Adaptation and Risk Reduction work, with particular reference to long-term gradual Climate Change.
* Manages the Regional Livelihood Programme.
* Responsible for developing private sector initiatives around livelihoods.
* Supports countries in their sustainable livelihoods work including in the Joint Country analysis.
* Links and supports learning between countries and regions.
* Links sustainable livelihoods work and make synergies to other advisors and the international change processes, as well as with campaigns work.
* Plays a proactive role in linking and learning from others outside the Organization, including academy, private sector and government.
* Plays a key role in public policy development.
* Leads on Enterprise Development Programme work

**1.6.2.6 Education and Awareness Coordinator**

**Head of awareness communication for organization dissemination**

The PA Program Coordinator reports to the Executive Director & Management Board.

Education and Awareness Program Coordinator responsible for coordinating the development and execution of SGW major public awareness campaigns in close cooperation with other SGW programs.

1. Supervise public awareness program staff-Supervise project officers and assistants under the public awareness program
2. Develop and manage public awareness campaigns-Help design and develop public awareness campaigns. Organize meetings, workshops, surveys, and other public events
3. Administer regular program activities-- Provide oversight and supervision of SGW websites
4. Coordinate with the media-- Organize press conferences and brief journalists of relevant issues
- Produce press releases relevant to SGW activities
- Work with film and education experts to produce TV news segments and short films in support of campaign activities

**1.6.2.7** Director, Climate Change

Networks & Partnerships Coordinator.

Head of networks establishment and liaison.

**1.6.2.8** Programme Officer, Monitoring & Evaluation

Responsible for the development, delivery and monitoring/evaluation of SGW`s programs and ensuring accountability to all actors including providing strategic input in longer-term and humanitarian strategies, leading SGW management team and influencing external stakeholders including (local) government, other agencies and Local organizations

**1.6.2.9**

Procurement Officer

Procurement services

**1.6.3.**

Community Mobilization Coordinator

Head of rural community outreach and mobilization

**1.6.3.1**

Public relations and Communications Manager

Head of public relations and external image of organization

**1.6.2.5 Finance and Administration Manager**

**Financial**

* Oversee all finance and accounting functions including budgeting; asset management; cash flow management; payroll; management reporting; financial, variance and accounts analysis; in accordance with generally accepted accounting principles, financial policies and procedures and all other applicable laws, rules and guidelines. Establish and implement financial procedures in line with organizational requirements
* Recording and reconciliation of project recoveries and income recognition.
* Timely and accurate recording of all financial transactions in line with organizational and donor requirements and deadlines.
* Establish and prepare accurate and timely information for budget monitoring and progress reporting of programme funds and grants.
* Provide financial management advice on revisions of budgets, preparing periodical forecasts and any changes needed
* Monitoring of the petty cash and bank balances to ensure sufficient funds are always available depending on the programme needs.
* Management and reconciliation of the bank and cash accounts, preparation of the weekly cash counts and monthly financial records including cashbooks, ensuring financial and resource accountability and effective management for records as required for auditing.
* Disbursement of cash advances and reconciliation to ensure recovery.
* Control of salary payments to staff, including national insurance and tax liabilities, reconciling the same and monitoring medical expenses, subsistence allowances, mobile phone usage, etc.
* Collection and filing of regular financial reports and budget records.
* Represent budgets and finances to relevant stakeholders when requested
* Recruit and manage Finance/Administration staff in line with good organizational practice

**Administration/Logistics**

* Oversee all aspects of human resource management for all employees including but not limited to recruitment, induction, development and termination, in consultation with relevant organs of the incubator, performance management, facilitating the process of setting benefit and compensation packages, and implement Board‐approved employee policies in accordance with relevant Employment law requirements
* Establish and implement administration and logistics procedures in line with organizational requirement
* Identify, establish and manage an effective working office for the programme ensuring effective security.
* Identify, establish and manage accommodation for international staff ensuring effective security.
* Establish and manage all procurement and logistics activities including possible management of vehicles and drivers.
* Cover essential duties in the absence of other personnel and represent the organization at relevant meetings
* Contribute to the adherence of all security guidelines
* Other duties as assigned

**Training**

* Preparation and delivery of basic bookkeeping training and related subjects.
* Provide support, guidance and training to financial and nonfinancial managers and colleagues**.**

**1.6.3 Outsourced Services**

The following services will be outsourced professionally through competitive bidding process:

**1.6.3.1 External Auditors**

To safeguard the interests of shareholders/stakeholders, the Companies Act provides for the appointment of auditors. Auditors are servants of shareholders/stakeholders and their duty is to examine the affairs of the company on their behalf at the end of the year and report to them what they have found out.

Under Section 159, every company is required to appoint an auditor at each Annual General Meeting, failure to appoint at this meeting will cause members to make an application to the registrar to appoint the auditor.

The rule of thumb is that a retiring auditor is to be reappointed without any resolution being passed at the meeting unless: -

1. He is not qualified for re-appointment.
2. A resolution has been passed appointing someone else instead of him.
3. A resolution has been passed that he shall not be re-appointed.
4. He has expressed in writing his unwillingness to be re-appointed.

Under Section 159(6), a casual vacancy of auditors can be filled by directors.

No person other than a retiring auditor may be appointed at an Annual General Meeting unless a special resolution has been given and a copy of it has been sent to the retiring auditor forthwith.

The retiring auditor is usually entitled to be heard or to make representations in writing and circulated among the members. The company must state in the notice that the representation has been made and sent a copy of the representation to each member.

If a copy of representation is not sent, the retiring auditor may request that they may be read at the meeting.

A person is not qualified to be an auditor unless: -

1. He is a member of one or more professional bodies specified in first column of the schedule to the Accountants Act or
2. He is authorized by the registrar to be appointed as having similar qualifications obtained outside, that is, U.K., South Africa or India.
3. He has practiced in Kenya as an accountant before 26th May 1959.
4. He has been appointed and practiced before 26th May 1959 as an auditor of an existing company.
	* 1. The following persons are not qualified for appointment: -
5. An officer/servant of the company.
6. A person who is a partner or in the employment of an officer or servant of the company.
7. A body corporate.
8. A person disqualified for appointment as auditor of subsidiary or holding company.

**Duties of Auditors**

(i)    They must acquaint themselves with their duties as laid down by the Act and Articles.

(ii) They must report to the members on the accounts laid down before the company in the general meeting.

The auditor is to give information in direct and express terms. Auditors occupy a fiduciary position in relation to the shareholders and in auditing the accounts maintained by the directors; and they must act in the best interest of the shareholders.

(iii) Duty of care: - Auditors must be honest and must exercise reasonable skill and care; otherwise they may be sued for damages. An auditor was described as a “watchdog but not a blood hound”. Thus, the auditors must be alert and careful and ascertain the company’s true position.

(iv)The auditor has a duty to advice either directors or shareholders as to what they ought to do. He is not concerned with the policy of the company, whether the company is ill-managed or well managed.

**1.6.3.2 Legal Services.**

The company shall engage the services of a qualified and practising law firm that must be duly registered, without integrity issues and having a physical office. The law firm will undertake the following services:

1. Advise the company on all matters of legal consequences
2. Represent the company in legal cases or negotiations
3. Drawing of legal contracts between the company and third parties
4. Reviewing of legal documents by company or from third parties
5. Representing the company on matters to do with company relations with registrar of companies
6. Carrying out any other legal services as may be required by management

**1.6.3.3 Secretarial Services**

The company shall appoint on competitive basis a firm duly registered in Kenya to carry out secretarial services including:

1. Filing of annual returns with Registrar of Companies
2. Calling for Board and annual meeting
3. Taking minutes and filing them
4. Keeping and updating records of company ownership
5. Carrying out any other secretarial duties required by the company

**CHAPTER 2: STAFF RECRUITMENT AND DEPLOYMENT**

# 2.0 Recruitment and Employment Process

This section provides rules and procedures that guide identification, selection and placement of staff in the services of SGW. The procedures shall be transparent, fair and guarantee equal opportunities in the recruitment process in terms of gender, religious affiliations and ethnic background. Only persons who meet the highest standards of morality and professional qualifications will be considered for employment in the company. They must be persons with the capacity to add value to the company by being proactive and creative in their respective fields and help expand and prosper the company.

## 2.1 Recruitment Policy and Procedures

**2.1.1 Recruitment Policy for Senior Staff**

There shall be a Recruitment Committee consisting of the Board, the Executive Director and any other nominated persons to approve appointments of positions. In case there is need for creating new establishments in the company, the Management shall give full justification for their creation. The establishments and their corresponding job descriptions together with the points of entry in the approved salary grade shall be presented to the Board for approval.

The application and selection process shall be competitive and transparent. To ensure this, the normal recruitment process outlined below shall be adhered to when recruiting senior and support staff. Vacant positions shall be open to applicants both from within and outside company. Candidates who are eligible to apply must be over 18 years old, citizens of Kenya and having a valid national identity card (ID).

The closing date of receipt of applications shall be 3 weeks from the date the advertisement first appears in the press in case of an international advertisement and 2 weeks in case of a national or regional one. Following the expiry of the period of receiving applications, the Executive Director shall prepare a list of all applicants.

A set of short-listing criteria shall be drawn in line with the job advertisement as a basis for preparing a short list. Using the list of applicants, the short-listing criteria and the applications received, a shortlist and summarised information on short-listed candidates shall be prepared by the Executive Director.

All educational qualifications in respect of the candidate shall be verified before the candidate is considered for appointment. References from the previous employer, if applicable, will be sought before appointment.

**2.1.2 Recruitment Procedures**

These procedures are strictly applicable to recruitment of senior staff only. Vacant positions shall be identified and proposed for filing by the head of department in line with the statutory functions of the company. An advertisement shall be put in the press and a copy of the advertisement shall be displayed on the Staff Notice Board and on the company website. Formal advertisement may not apply to support staff positions.

Job advertisement shall contain the following information:

1. Company background
2. Position being advertised
3. Organisational level and the reporting relationship
4. Duties (an outline of functions assigned to the position)
5. Qualifications (academic/professional attainments, experience and integrity) required for the position.
6. Minimum and maximum age requirements
7. Salary grade attached to the position
8. Application procedure
	* Formal application letter
	* Attachment of copies of relevant academic/professional certificates
	* Detailed curriculum vitae
	* Names and addresses of referees
	* Applicant’s address, telephone and email contacts

**2.1.3 Interview Procedures**

1. The Board shall compile short lists, interview criteria and copies of the advertisement as basic documents for conducting the interviews.
2. The Board shall invite short-listed applicants for interviews at reasonable notice, specifying time and place of the interview by letter posted or hand delivered followed by telephone communication or email, where possible.
3. Short listing and interviewing of
	* The Executive Director shall be done by the Board
	* The other senior staff shall be conducted by the Board with the assistance of the Executive Director.
	* Support staff shall be conducted by the management headed by the Human Resources Manager
4. Following the interview, a compiled list of scores shall be analysed and discussed by the interview panel and recommendations for employment shall be made. A report of the panel shall be prepared, signed by the Secretary of the panel, and shall be forwarded to the Board in case of senior staff and to the Human Resource Manager (HRM) in case of other staff for appointment.
5. The report shall include the following information;
	* Membership of the panel
	* Interview scores of candidates who turned up
	* Disclosure of the invited candidates but did not appear for interview
	* Recommendation of a candidate to be considered for appointment
6. Following the recommendation of a candidate for possible appointment, references shall be sought, and other integrity verification procedures shall be undertaken before appointment.
7. The Board will approve/ratify all senior appointments.
8. Every recruited staff shall be issued with an appointment letter and a contract that stipulate the terms and conditions of service.

## 2.2 Types of Appointments

Following the recommendations of SGW, the Board or relevant appointing authority shall appoint the successful candidate accordingly.

**2.2.1 Employment on Contract**

All employments shall be on contract terms for a period of 3 years, renewable by mutual agreement between SGW and the member of staff. However, in the event of failure of the member of staff to achieve satisfactory performance during his/her first two quarterly assessments, then SGW shall reserve the right to terminate the contract.

**2.2.2 Probation**

New employees shall be appointed on a probation period of 6 months. A staff member will be confirmed after successful performance in the probation period.

**2.2.3 Temporary Appointments**

1. Where there is need for temporary staff, the appropriate head of department shall make a written justification to the Finance and Administration Manager describing the envisaged job workload and the estimated duration of the assignment.
2. The head of department may recommend to the Management for their approval a temporary appointment of staff and terms and conditions of that job.
3. Unless specifically resolved by the Board of Directors, temporary appointments shall not be entitled to regular service benefits i.e. leave, gratuity, medical, advances etc.
4. A temporary appointment shall not exceed three (3) consecutive months but can be extended up to a maximum of six (6) months on approval of the Board.
5. The Management reserves the right to cancel a temporary appointment without notice on the basis of operational needs, poor performance, disciplinary problems or any other justifiable circumstances.

**2.2.4 Internship**

In the case of students who are on attachment or apprenticeship with SGW, honoraria to be fixed by the HRM and approved by the Executive Director may be given on a monthly basis over the duration of the attachment or apprenticeship.

## 2.3 Offer of Employment and Acceptance

Offer of employment with SGW shall be in writing stating the post on offer and outlining terms and conditions of service. All letters of appointment with SGW shall be signed by the Finance and Administration Manager or delegated authority. The appointee shall be required to communicate acceptance of the offer in writing before taking up the appointment.

Every employee shall upon acceptance undergo medical examination by a registered medical practitioner. Details will be available in the Finance and Administration Manager`s office. An offer of a job shall remain valid for a period not exceeding two calendar months.

Effective date of employment shall be the first day of reporting on duty and salary for the first month shall be determined for the number of days worked in that month on a prorate basis.

A standard contract shall be offered to all staff. The contract shall specify for the individual appointee the following:

* Effective date and duration of appointment
* Job title
* Salary scale, starting salary, and other benefits accruing from the position
* Duty station
* Supervisor

A signature on the contract by the employee shall be an indication of acceptance of the terms and conditions as stipulated in the contract, the SGW policy document and the terms of reference of the position offered.

No staff shall be paid a salary or any other entitlements without a duly signed contract.

All new employees shall be subjected to a period of probationary assessment as stipulated in the employment contract. Employees on temporary terms, short-term appointments or consultancy contracts shall not be subjected to probation. No member of staff under a fulltime contract shall accept supplementary employment. Accepting supplementary employment without approval from the Management shall lead to a dismissal without benefits.

The Management, at its discretion, shall grant a staff member the right to supplementary employment, if in its view this will not interfere with the daily work schedule and responsibilities of the staff member or the supplementary employment is deemed beneficial to SGW.

## 2.4 Job Descriptions

Job descriptions, which forms an integral part of the employment contract, shall stipulate the following:

* Job title
* Position
* The supervisor
* Tasks and responsibilities of the employee

There shall be job descriptions for every staff member of SGW to specify in detail the requirements of each existing post. This shall include post title, duration of the assignment, duty station, duties and responsibilities, and any other relevant requirements/information.

The management shall prepare the necessary job descriptions for each staff member.

The job descriptions shall be approved by the Board.

The management, in consultation with the staff member concerned and Board of Directors can adjust the job descriptions if deemed necessary for achieving the company’s goal and objectives.

## 2.5 Educational and Personal Data and Authentication

At the time of appointment, every member of staff shall be required to submit copies of their national identity cards (ID), detailed curriculum vitae, academic and professional certificates and two current passport size photographs to the management and fill a personal data form available in the Executive Director’s Office.

The above submissions shall be filed in the personal file of the employee. The date of birth shall be, disclosed by the appointee and must be testified by an original birth certificate or an affidavit. For purposes of medical benefits, the staff shall indicate in writing his/her immediate family members.

Every staff shall be required to declare in writing their next of kin, who may be contacted in case of an emergency. The member of staff shall reserve the right to change or cancel the next of kin at any time in writing. SGW reserves the right to authenticate, in such manner as it shall deem necessary, a prospective employee’s employment and salary history, educational qualifications and references.

## 2.6 Induction and Orientation

All new employees shall receive a formal programme of induction and orientation to familiarise them with the goals, objectives, policies, structure, working relationships and work practices of the company and on-job training, where necessary. The management shall plan and schedule the programme and liaise with and co-opt senior members of staff to participate in the presentation of the programme.

## 2.7 Acting Appointments and Job Rotation

Where a post is likely to remain unoccupied or vacant for any reason for more than one month, an appropriate member of staff in the same or next lower grade shall be appointed to fill the unoccupied post in an acting capacity on the recommendation of the management to the relevant appointing authority.

Acting appointments shall not exceed six (6) months, save for special circumstances approved by the Board. Acting appointments shall be reviewed after this period by the management, which will then make an appropriate decision with a view to confirming the incumbent in that position, if it is vacant.

An individual in acting appointments shall be entitled to a salary pay equivalent to the difference between the salary of his/her grade and the one he/she is acting and benefits specified for the position to which he/she has been assigned, for the period he/she has acted.

## 2.8 Contractual Relationship between SGW and Staff

The working relationship between each staff member and SGW should be like that of mutually consenting adults who come together through a contractual bond of service delivery for the purpose of achieving goals and objectives of SGW.

## 2.9 Recruitment of Experts or Consultants

Local and international consultants shall be recruited through selective or competitive bidding. In cases where an expert/consultant has a satisfactory and proven track record with SGW, he/she may be engaged without selective or competitive bidding.

In case of selective or competitive bidding, a bidding consultant shall submit an approach memo on the basis of the Terms of Reference, giving a detailed operational plan for the consultancy, including a proposed timeframe, budget and payment schedule.

All bidding documents shall be evaluated by a committee comprising the Board, the Executive Director and any other co-opted person. An evaluation report shall be produced by the Board on the basis of which a consultant shall be selected.

SGW shall develop detailed Terms of Reference for each consultancy. The Terms of Reference shall stipulate at least the background, objectives, activities, outputs, report outline (where relevant) and timeframe.

The selected consultant shall negotiate the final Terms of Reference and the consultancy fees shall be established through negotiations and according to qualifications, experience and local/international rates subject to availability of funds.

# CHAPTER 3: STANDARD EMPLOYMENT TERMS AND CONDITIONS

###### Every employee and staff shall sign an Employment Agreement with the Company stipulating terms of service and rules and terms and conditions of the engagement. The following are standard employment terms and conditions to be included in every staff Employment Contract:

###### Termination of Employee's Employment

###### Death: In the event Employee's employment being terminated by reason of Employee's death, the Company shall pay Employee's designated beneficiary or beneficiaries, within 30 days of Employee's death in a lump sum in cash, Employee's Base Salary, equivalent to six (6) months’ pay through the end of the month in which death occurs and any Accrued Obligations (as defined in paragraph 1(g) below).

###### Disability: If, as a result of Employee's incapacity due to physical or mental illness ("Disability"), Employee shall have been absent from the full-time performance of Employee's duties with the Company for a period of four consecutive months and, within 30 days after written notice is provided to Employee by the Company (in accordance with Section 6 hereof), Employee shall not have returned to the full-time performance of Employee's duties, Employee's employment under the agreement may be terminated by the Company for Disability. During any period prior to such termination during which Employee is absent from the full-time performance of Employee's duties with the Company due to Disability, the Company shall continue to pay Employee's Base Salary at the rate in effect at the commencement of such period of Disability, offset by any amounts payable to Employee under any disability insurance plan or policy provided by the Company. Upon termination of Employee's employment due to Disability, the Company shall pay Employee within 30 days of such termination (i) Employee's Base Salary equivalent to Six (6) months’ pay through the end of the month in which termination occurs in a lump sum in cash, offset by any amounts payable to Employee under any disability insurance plan or policy provided by the Company; and (ii) any Accrued Obligations (as defined in paragraph 1(g) below).

###### Termination for Cause: The Company may terminate Employee's employment under the Employment Agreement for Cause at any time prior to the expiration of the Term. As used herein, "Cause" shall mean: (i) the plea of guilty or *nolo contendere* to, or conviction for, the commission of a felony offense by Employee; provided, however, that after indictment, the Company may suspend Employee from the rendition of services, but without limiting or modifying in any other way the Company's obligations under the Employment Agreement; (ii) a material breach by Employee of a fiduciary duty owed to the Company; (iii) a material breach by Employee of any of the covenants made by Employee in Section 2 hereof; or (iv) the wilful or gross neglect by Employee of the material duties required by the agreement. In the event of Employee's termination for Cause, the agreement shall be terminated without further obligation by the Company, except for the payment of any Accrued Obligations (as defined in paragraph (g) below).

###### Termination By The Company Other Than For Death, Disability Or Cause: If Employee's employment is terminated by the Company for any reason other than Employee's death or Disability or for Cause, then (i) the Company shall pay Employee the Base Salary equivalent to a three(3) months’ pay, through the end of the Term over the course of the then remaining Term; and (ii) the Company shall pay Employee within 30 days of the date of such termination in a lump sum in cash any Accrued Obligations (as defined in paragraph (g) below).

###### Termination By Way Of Recall Of Secondment: If Employee’s employment is terminated by recall of secondment by the Management Company, as set forth in the ‘Management Contract’, then the Company shall pay Employee within 30 days of date of such recall in a lump sum equivalent to three (3) months Basic Salary and all or any Accrued Obligations (as defined in paragraph 1(g) below).

###### Mitigation; Offset For Recall: In the event of termination of Employee's employment prior to the end of the Term by way of recall prompted on the basis of *on us recall request*, the rights (as set forth in paragraph (e) shall vest) (ii) for *on them recall*, Management Company shall use reasonable best efforts to and take reasonable actions to mitigate the amounts payable under Section (e) hereof, as the Company will have paid to Employee or the amount of any payment or benefit provided for under this Section hereof which has been paid to Employee shall be refunded to the Company by the ‘Management Company’, For purposes of this Section(f) and(e), the Company’ shall have an obligation to inform the Management Company regarding Employee's impending *recall* at least 30days in advance.

###### Accrued Obligations: As used in the Employment Agreement, "Accrued Obligations" shall mean the sum of (i) any portion of Employee's Base Salary through the date of death or termination of employment for any reason, as the case may be, which has not yet been paid; and (ii) any compensation previously earned but deferred by Employee (together with any interest or earnings thereon) that has not yet been paid.

###### Confidential Information; Non-Solicitation; and Proprietary Rights:

###### Confidentiality: Employee shall acknowledge that while employed by the Company, he/she will occupy a position of trust and confidence. Employee shall not, except as may be required to perform his/her duties or as required by applicable law, without limitation in time or until such information shall have become public other than by Employee's unauthorized disclosure, disclose to others or use, whether directly or indirectly, any Confidential Information regarding the Company or any of its subsidiaries or affiliates.

###### "Confidential Information" shall mean information about the Company or any of its subsidiaries or affiliates, and their clients and customers that is not disclosed by the Company or any of its subsidiaries or affiliates for financial reporting purposes and that was learned by Employee in the course of employment by the Company or any of its subsidiaries or affiliates, including (without limitation) any proprietary knowledge, trade secrets, data, formulae, information and client and customer lists and all papers, resumes, and records (including computer records) of the documents containing such Confidential Information.

###### Employee shall acknowledge that such Confidential Information is specialized, unique in nature and of great value to the Company and its subsidiaries or affiliates, and that such information gives the Company and its subsidiaries or affiliates a competitive advantage. Employee shall agree to deliver or return to the Company, at the Company's request at any time or upon termination or expiration of Employee's employment or as soon thereafter as possible, all documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by the Company and its subsidiaries or affiliates or prepared by Employee in the course of Employee's employment by the Company and its subsidiaries or affiliates. As used in the agreement, "subsidiaries" and "affiliates" shall mean any company controlled by, controlling or under common control with SGW.

###### Non-Solicitation of Employees: Employee recognizes that he/she will possess confidential information about other employees of the Company and its subsidiaries or affiliates relating to their education, experience, skills, abilities, compensation and benefits, and inter-personal relationships with suppliers to and customers of the Company and its subsidiaries or affiliates. Employee recognizes that the information he/she will possess about these other employees is not generally known, is of substantial value to the Company and its subsidiaries or affiliates in developing their respective businesses and in securing and retaining customers, and will be acquired by Employee because of Employee's business position with the Company. Employee agrees that, during the Term (and for a period of 24 months beyond the expiration of the Term), Employee will not, directly or indirectly, solicit or recruit any employee of the Company or any of its subsidiaries or affiliates for the purpose of being employed by Employee or by any business, individual, partnership, firm, corporation or other entity on whose behalf Employee is acting as an agent, representative or employee and that Employee will not convey any such confidential information or trade secrets about other employees of the Company or any of its subsidiaries or affiliates to any other person except within the scope of Employee's duties in the contract.

###### Proprietary Rights; Assignment: All Employee Developments shall be made for hire by the Employee for the Company or any of its subsidiaries or affiliates. "Employee Developments" means any idea, discovery, invention, design, method, technique, improvement, enhancement, development, computer program, machine, algorithm or other work or authorship that (i) relates to the business or operations of the Company or any of its subsidiaries or affiliates, or (ii) results from or is suggested by any undertaking assigned to the Employee or work performed by the Employee for or on behalf of the Company or any of its subsidiaries or affiliates, whether created alone or with others, during or after working hours. All Confidential Information and all Employee Developments shall remain the sole property of the Company or any of its subsidiaries or affiliates. The Employee shall acquire no proprietary interest in any Confidential Information or Employee Developments developed or acquired during the Term. To the extent the Employee may, by operation of law or otherwise, acquire any right, title or interest in or to any Confidential Information or Employee Development, the Employee shall assign to the Company all such proprietary rights. The Employee shall, both during and after the Term, upon the Company's request, promptly execute and deliver to the Company all such assignments, certificates and instruments, and shall promptly perform such other acts, as the Company may from time to time in its discretion deem necessary or desirable to evidence, establish, maintain, perfect, enforce or defend the Company's rights in Confidential Information and Employee Developments.

###### Compliance with Policies and Procedures: During the Term, Employee shall adhere to the policies and standards of professionalism set forth in the Company's Policies and Procedures as they may exist from time to time.

###### Remedies for Breach: Employee expressly agrees and understands that Employee will notify the Company in writing of any alleged breach of the Employment Agreement by the Company, and the Company will have 30 days from receipt of Employee's notice to cure any such breach. Employee expressly agrees and understands that the remedy at law for any breach by Employee of this Section 2 will be inadequate and that damages flowing from such breach are not usually susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon Employee's violation of any provision of this Section 2 the Company shall be entitled to obtain from any court of competent jurisdiction immediate injunctive relief and obtain a temporary order restraining any threatened or further breach as well as an equitable accounting of all profits or benefits arising out of such violation. Nothing in this Section 2 shall be deemed to limit the Company's remedies at law or in equity for any breach by Employee of any of the provisions of this Section 2, which may be pursued by or available to the Company.

###### Survival of Provisions: The obligations contained in this Section 2 shall, to the extent provided in this Section 2, survive the termination or expiration of Employee's employment with the Company and, as applicable, shall be fully enforceable thereafter in accordance with the terms of this AGREEMENT. If it is determined by a court of competent jurisdiction in Kenya that any restriction in this Section 2 is excessive in duration or scope or is unreasonable or unenforceable under the laws of Kenya, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of Kenya.

###### Termination Of Prior Agreements: The Employment Agreement shall constitute the entire agreement between the Company and the Employee and shall terminate and supersede any and all prior agreements and understandings (whether written or oral) between the Employee and the Company with respect to Employment Agreement. Employee shall acknowledge and agree that neither the Company nor anyone acting on its behalf has made, and is not making, and in executing the agreement, the Employee has not relied upon, any representations, promises or inducements except to the extent the same is expressly set forth in the agreement. Employee will represent and warrant that by entering into the agreement, Employee will not rescind or otherwise breach an employment agreement with Employee's current employer prior to the natural expiration date of such agreement.

###### Assignment; Successors: Employment agreements shall be personal in their nature and none of the parties thereto shall, without the consent of the others, assign or transfer the agreements or any rights or obligations there under, provided that, in the event of the merger, consolidation, transfer, or sale of all or substantially all of the assets of the Company with or to any other individual or entity, the agreements shall, subject to the provisions thereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of the Company hereunder, and all references herein to the "Company" shall refer to such successor.

###### Withholding: The Company shall make such deductions and withhold such amounts from each payment and benefit made or provided to Employee as may be required from time to time by applicable laws or regulation.

###### Waiver; Modification: Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. Employment agreements shall not be modified in any respect except by a writing executed by each party hereto. Notwithstanding anything to the contrary herein, neither the assignment of Employee to a different Reporting Officer due to a re-organization or an internal restructuring of the Company or its affiliated companies nor a change in the title of the Reporting Officer shall constitute a modification or a breach of an employment agreement.

###### Severability: In the event that a court of competent jurisdiction determines that any portion of the agreement is in violation of any law or public policy, only the portions of the agreement that violate such law or public policy shall be stricken. All portions of the agreement that do not violate any statute or public policy shall continue in full force and effect. Further, any court order striking any portion of the agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties under the Agreement.

###### Indemnification: The Company shall indemnify and hold Employee harmless for acts and omissions in Employee's capacity as an officer, director or employee of the Company to the maximum extent permitted under applicable law; *provided, however*, that neither the Company, nor any of its subsidiaries or affiliates shall indemnify Employee for any losses incurred by Employee as a result of misconducts described in Chapter 4 of this manual.

**CHAPTER 4: STANDARD WORKING TERMS AND CONDITIONS**

The following are standard working terms and conditions for contracted SGW staff

###### Working Hours, Staff Deployment and Service Delivery

###### Working Hours

Official office working hours are between Monday and Thursday from 8.00 a.m. to 5.00 P.m., excluding the lunch break of 1 hour from 1 pm to 2 Pm. Fridays from 8.00 am to 12.30 pm. Saturdays and Sundays will be free days.

However, any staff may be recalled any time in case of urgent work demands. Official office hours shall not apply to any staff carrying out activities beneficial to SGW. In the interest of the company, all SGW staff may be required to work outside the official office hours during the week, weekends and public holidays, if required. No overtime shall be paid unless authorised in advance by the Managing Director. SGW shall recognise and respect all public holidays as published in the Kenya Gazette.

## 4.1.2 Unauthorised Absence from Duty

All employees have to be punctual, constructively work and no employee shall leave duty during official working time unless with permission from the relevant supervisor.

No employee shall be absent from duty for any length of time without permission from his/her immediate supervisor.

1. Any member of staff who encounters unexpected difficulties preventing him/her from reporting for duty must inform his/her supervisor immediately using any possible means at least within 6 hours.
2. Where a member of staff remains absent from duty for five consecutive working days and does not furnish his/her contact address and reasons for his/her absence, his/her supervisor shall report to the Management who will take appropriate action including reporting the matter to Police.
3. A member of staff who reports for duty within 7 working days of unauthorised absence.
	* 1. Where a member of staff, who has been absent from duty without permission, reports for duty within seven (7) days and gives acceptable reasons for his/her absence, he/she shall be allowed to resume duty. This shall not prejudice the right of the Management to withhold pay for the period of absence and/or to impose any other disciplinary action that might be considered appropriate by his/her supervisor as regards his/her inability to attend duty.
		2. If the reasons for his/her absence are not acceptable to the Management, the employee shall be interdicted, and a report shall be prepared by his or her supervisor and forwarded through the appropriate channels to the officer or authority concerned for action.
4. Members of staff who fail to report for duty within seven (7) consecutive days without authorisation, the supervisor shall submit a report through the official channels to the Management for appropriate action. Such absent staff shall be liable to being regarded as having absconded. The Management may terminate the service of such staff.

## 4.2 Staff Deployment

**4.2.1 Regular Staff Deployment**

Recruited staff shall be deployed in departments where their expertise can be used best.

**4.2.2 Staff Operational Plans**

In order to achieve company effectiveness and efficiency, staff shall execute their duties by developing a monthly staff operational plan each and then executing it. The plan will contain the main objectives, set targets, activities, the resources to be used and expected outputs. It will also contain verifiable indicators and means of verification. A sample staff operational plan shall be available in the Executive Director’s Office.

**4.2.3 Job Rotation and Transfer**

There should be job rotation or transfer for any member of staff to another job position as deemed necessary.

**4.2.4 Promotions**

The Management in consultation with the Board may promote staff members, who deserve it after exemplary performance, or after attaining better relevant qualification as well as relevant work experience, if there is a relevant vacant position.

## 4.3 Handing Over Procedures

A staff member who resigns, takes leave or rotates to another position or is promoted or is transferred shall write a handover report. The handover report shall contain work-in progress and what has been done and what has yet to be done, list of all office equipment and other valuables in the possession of the out-going staff member. The out-going staff member shall handover to the in-coming staff member in the presence of the responsible supervisor or head of department or any other staff member selected by the head of department. The out-going staff member, the head of department and the in-coming staff members or the selected staff member shall sign for what they have received from the out-going staff member. Responsibility lies with the out-going staff member for any missing item or property.

## 4.4 Dressing Code and Personal Hygiene

Staff shall be required to dress decently and not put on fancy attire while on duty. Casual dressing will not be allowed unless one is on a field trip. For staff working in the workshop/laboratory, a white laboratory overcoat shall be worn over and above their formal dressing. Therefore, a high standard of dressing and personal grooming shall be maintained by all staff in order to present an appropriate corporate image of the company.

All staff shall ensure that the company and its surrounding areas are kept very clean and tidy. All SGW staff shall provide excellent services to all its customers all the time.

Members of staff will be provided with identity cards; which staff is expected to be carried and securely kept for their own good. All identity cards are the property of SGW and must be surrendered upon termination of services. Loss of an identity card must be reported immediately to the Management and Police. If efforts to recover it fail, a replacement will be made.

## 4.5 Security of Documents

A clean desk policy shall be followed in respect of all classified files and documents. An appropriate format of movement of files shall be instituted to ensure that a file moving from one point to another is signed and accounted for.

# 4.6 Staff Remuneration, Statutory Deductions, Staff Benefits and Allowances

## 4.6.1 Establishment of Salary Grades

All positions shall be ranked and placed in one of the established hierarchical levels on the basis of responsibilities, working relationships, personal qualifications and work experience established for each post. The salary grades may be revised from time to time as deemed necessary by the Board. Individuals may be appointed to positions at salaries personal to holder at the discretion of the Board. Seniority shall be based on the date of appointment and the salary grade.

Any changes in an individual’s salary shall be notified in writing.

## 4.6.2 Payroll and Procedures of Remunerating Staff

All members of staff shall be paid their salaries on approved payroll at the end of every month. The amount of remuneration shall be defined in the formal letter of appointment or contract document.

## 4.6.3 Statutory Deductions

Statutory deductions will be made from the gross salary of each employee in accordance with the law to recover Pay As You Earn (PAYE), National Social Security Fund (NSSF), National Hospital Insurance Fund (N.H.I.F) and any other lawful payments that are in force or may come into force from time to time.

Suitable compulsory deductions shall be made from the gross salary to cater for the unaccounted advances, wilful or careless destruction or loss of company property and such other causes justifying deductions from an employee’s salary. Such deductions shall be promptly forwarded to the recipient authorities with appropriate details.

## 4.7 Transport

**4.7.1 Daily Transport to and From Work**

1. Members of staff shall use their own means to and from work.
2. Official transport shall be made available for field work, where applicable.
3. Where official transport is not available, the eligible member of staff may claim mileage with authorisation from the Management. This, may apply in the following circumstances:
	1. Where the official vehicle is unavailable
	2. Where a member of staff is authorised to use his own vehicle on official duty
4. The prevailing mileage rates shall be determined from time to time by the Management.
5. All other members of staff going for official duty in the field shall be provided with transport allowance as shall be determined from time to time. Where the Management is in position to offer pool transport and the member of staff opts to take up this alternative, the transport allowance may be recovered from the member of staff.
6. Members of staff shall have access to pool vehicles for official duties. However, members of staff will be required to travel by public transport (i.e. public taxi, bus, rail or air), where a pool vehicle is unavailable or not applicable. In case the circumstances are so special that it requires the use of either a private taxi or personal vehicle to undertake the official duty, permission may be granted if the journey cannot be accomplished more economically and with equal efficiency by public means.
7. The Administrative arrangement for public/private transport shall be as follows: -
	* A form will be filled in, giving particulars of the trip and shall bear the approval of the respective head of department
	* Amount to be advanced/reimbursed shall be determined according to SANREM tariff to be worked out in line with average prevailing public transport/mileage rates shall be available in the Executive Director’s Office.

**4.7.2 Use of Company Vehicles**

1. Pool vehicles may also be provided for work-related use by official guests of SGW as approved by the Board or the designated representative. Drivers shall prepare and submit daily vehicle use reports as instructed. Pool vehicles shall be safely kept in garages during non-working hours at SGW premises and other areas that will be specifically designated from time to time.
2. Private use of SGW pool vehicles may be allowed upon prior authorisation by the Management. Following authorisation, the following administrative arrangements shall apply.
	1. Where private use is with respect to compassionate circumstances, the Management may use its discretion to authorise and determine the administrative arrangements on a case by case basis.
	2. Where private use is with respect to transport of the body of a deceased member of staff, registered immediate family members shall be provided with free transport.
3. Any member of staff of SGW with a valid driving permit may, with written permission of the Management, drive SGW vehicles on official duties.
4. All SGW vehicles shall be comprehensively insured.

## 4.8 Medical Insurance Scheme

The company shall institute a comprehensive medical insurance scheme to cover contract members of staff and one spouse each as well as up to three (3) children (below 18 years of age) unless the statutory National Hospital Insurance Fund (N.H.I.F) is able to provide adequate cover as will be determined by the Board. This may come as a package in the group insurance or may be taken over and above group insurance scheme as the Board will determine.

**4.9 Pension Scheme**

The company shall institute a comprehensive staff pension scheme to cater for staff retirement over and above the statutory N.S.S.S.F with a reputable retirement benefits body duly registered with the Retirement Benefits Authority. The scheme may be contributory or non-contributory as the Board may determine.

However, if the contract is terminated on disciplinary grounds, pension may be paid at the discretion of the Board.

## 4.10 Annual Leave

**4.10.1 Applications for leave**

Applications for leave shall be made on a leave application form that is approved by the immediate supervisor and recommended to the Management for approval at least a month in advance of the intended date of the leave. Approval may be given at least two weeks in advance of the intended date of commencement of the leave. The Human Resources Manager shall be responsible for leave matters with respect to all other staff members in consultation with the Executive Director.

**4.10.2 Annual Leave Entitlement**

1. All members of staff shall be entitled to twenty-one (21) working days of leave annually.
2. Annual leave of an employee shall fall due on the anniversary day, on which he/she was engaged.
3. A member of staff shall be eligible for leave when he/she has been confirmed in appointment.

**4.10.3 Leave Administration Arrangements**

1. Leave data will be maintained by the Management, which shall maintain a leave roster and an account of leave days taken and their balance for every staff member.
2. A leave roster will be made by each head of department at the beginning of each financial year and submitted to the Management for drawing of an overall leave roster.
3. Application for leave shall be addressed to the Management through the staff’s immediate supervisor. The application may be approved, deferred, varied or rejected.
4. Female members of staff may have the option of taking their annual leave sequentially with their maternity leave so long as it is convenient to SGW.
5. Prior to proceeding on leave, the concerned member of staff shall ensure that he/she hands over to the staff appointed to act in his/her absence or to the head of department.

**4.10.4 Accumulated Leave Days**

In the event that a member of staff reaches his/her end of contract with leave carried forward, then the accumulated leave days shall be paid in lieu at existing salary rates, if his/her contract is not to be renewed.

**4.10.5 Operational Variations**

1. Delayed resumption of duty on expiry of the leave period in excess of one working day must be explained in writing.
2. Unjustifiable delay in resumption of duty on expiry of the leave period shall be construed as absconding. Disciplinary action shall be taken according to this manual.
3. Leave may be interrupted at any time if the exigencies of SGW so require. In such circumstances, their remaining portion of the leave may be deferred and taken at a later date convenient to the Management. Travel and incidental expenses from and back to place of leave shall be paid by the company.

## 4.11 Leave of Absence

**Sick Leave**

1. In case of illness, sick leave may be approved on conditions laid down below:
	1. An employee notifies the Management of the commencement of absence due to sickness as soon as possible but within 48 hours unless the circumstances are such that he or she cannot notify the Management.
	2. Immediately before leaving duty, the concerned member of staff shall obtain a certificate recommending sick leave from a registered medical practitioner; and
	3. The supervisor shall then inform the Management who may then grant sick leave to the concerned member of staff.
2. An employee who is being hospitalised shall be paid his/her full salary allowances and benefits for the first three (3) consecutive months and thereafter the employee shall receive half pay for 2 months.
3. Thereafter a review of the status shall be made, and an appropriate action taken.
4. In the event of chronic/disabling mental/physical illness, SGWshall request an appropriate government medical authority to give advice on the health status to determine the member of staff’s fitness for continued employment or retirement on medical grounds. The Board will make an appropriate decision based on the medical report.

## 4.12 Study Leave

Members of staff on courses shall be presumed to be on study leave during the period of absence for this cause.

For short-term courses less than 6 months, they shall receive full salary as if on duty and also have their employment benefits including leave.

For long term courses (exceeding 6 months) they may have to forego their leave to avoid accumulation of leave. No employee may proceed immediately on leave after coming from a course exceeding one month until they have worked for at least one month from their return. However, the course must be approved and in line with the **SGW** training programme.

## 4.13 Examination Leave

1. A member of staff, who undertakes continuing education relevant to the interests of the company and with a view to attaining professional certification or an academic qualification by formal examinations, may be granted examination leave of up to ten (10) working days in a year.
2. The examination leave shall be without prejudice to the annual leave.
3. The examination must be by an examination authority or professional body or institution of higher learning recognised by the Ministry of Education.

## 4.14 Other Types of Leave

1. **Maternity**
	1. Maternity leave will be in conformity to section 28 of Employment Act 2007 (or as updated) which grants up to three months leave to a female member of staff upon giving 7 days’ notice and production of a certificate of her medical condition from a qualified medical practitioner or midwife.
	2. An additional period of absence from duty may be granted to a female employee, provided it is applied for as annual or sick leave or leave without pay as the case may be.
2. **Paternity Leave**

A male employee shall be entitled to two weeks paternity leave with full pay

1. **Compassionate leave**
2. This will be granted under special circumstances by the Management on the recommendation of the relevant supervisor.
3. Up to three (3) consecutive days of paid leave may be authorised for any one episode and up to a maximum of 10 days per year.
4. **Payment in lieu of Leave**

Payment in lieu of leave shall be made where management has retained the staff for urgent assignment or where death occurs prior to leave which has already been earned. Where staff is retained for urgent work, the staff shall have filled the normal leave forms, but approval denied for stated reasons. The Managing Director will have to authorise that staff to forego their leave once he is convinced of the reasons given.

1. **Unpaid Leave**
2. Employees may apply for unpaid leave for exceptional personal or other reasons. The head of department recommends deserving applications for approval to the Human Resource Manager.
3. The maximum time limit of such leave for contract members of staff is twelve (12) months.
4. Unpaid leave shall be taken after all outstanding leave has been taken.
5. All benefits shall cease during the period of unpaid leave and prior to commencement of the unpaid leave the staff shall be required to do a formal hand over of all duties and facilities.

## 4.15 Other Staff Benefits

**4.15.1 Travel and Subsistence Allowance**

Travel/Subsistence allowance shall be a daily rate to be provided to a member of staff who may be sent out of station on official duty and has to stay overnight as a result.

The allowance shall cater for breakfast, lunch, dinner and accommodation.

Where the actual expenses exceed the allowances, reimbursement against receipts shall be considered.

The rate shall be reviewed and revised from time to time as may be deemed necessary by the Board. The prevailing rates shall be available in the Executive Director and Human Resources Manager’s s Office.

**4.15.2 Warm Clothing Allowance**

1. Members of staff proceeding to countries during their wintertime for official duty or on an authorised training shall be paid a warm clothing allowance to enable them to acquire appropriate clothing.
2. The allowance shall be given once every six (6) years
3. The allowance will not be provided where the member of staff has received a similar benefit from another sponsor.
4. The rate of the allowance shall be available in the Executive Director’s and Finance and Administration Manager`s office

**4.15.3 Death Benefits, Gratuity and Accrued Dues**

SGW will pay a death gratuity to the beneficiary of the deceased member of staff equivalent to two (2) months gross salary.

Upon death of an employee, the beneficiary of the deceased will be entitled to all accrued dues to the deceased with respect to the following:

* Accrued salary at the time of death
* A cash payment in lieu of any outstanding entitlement

**4.15.3.1 Funeral Expenses**

Upon the death of any employee or the registered member of his/her family **SGW** shall contribute towards the funeral expenses at the rates that shall be available in the Executive Director’s Office.

**4.15.3.2 National Social Security Fund (N.S.S.F)**

Upon death of a staff contributor to N.S.S.F, **SGW** will facilitate the estate of the deceased in recovering the contributor’s entitlement from N.S.S.F.

## 4.16 Staff Welfare Facilities

Staff welfare facilities motivate staff to give their best services. **SGW** shall strive to create a gender-sensitive and gender-friendly working environment in order to create a conducive environment that is likely to raise productivity.

The provisions in this subsection should be revised in accordance with the external/internal changes that have direct or indirect effect on employee performance.

**4.16.1 Salary Advances and Salary in Advance**

Salary advances may be given to a member of staff in case where a member of staff has an extra-ordinary need and requests part of his current month’s net salary to be availed to him. The administrative arrangements shall be as follows;

* All requests of this nature may be lodged after the 15th of the current month save for situations of exigency where lodgement may be entertained earlier.
* Only one advance request will be allowed in a month per member of staff.
* A request shall not exceed 50% of the net salary payable to the member of staff concerned.
* Salary advances are short term loans and may be recovered immediately or over a period not exceeding 12 months. The Finance and Administration Manager in consultation with the Executive Director will be required to give approval for Salary Advances.
* Salary in advance may be taken in whole or in part, net of all statutory and mandatory deductions. Salary in advance taken during the month shall be recoverable from the salary for the same month.
* Application on a specified form will be made to the Finance and Administration Manager through the member of staff’s head of department, giving reasons for the advance.
* The repayment of a previous advance must be cleared first before a request for a new advance is granted except in very special circumstances approved by Management.
* Any variations from the above procedures for special justifiable circumstances shall be subject to approval by the Board.

**4.16.2 Housing Advances**

Housing advances shall be considered in the following circumstances: -

* Where a member of staff living in rented accommodation needs funds to pay for house rent in advance as may be required by his landlord.
* Where a member of staff living or intending to live in owner-occupier accommodation needs funds to buy, renovate or complete a house for their purpose.

**4.16.3 Administrative Arrangements**

The maximum amount of the advance will relate to the housing allowance that the member of staff may apply for shall be the equivalency of the employee’s net salary for three (3) months.

Granting of housing advance will be subject to availability of funds on the part of **SGW.**

The repayment instalments will be recovered on a monthly basis from the concerned member of staff with effect from the month following the month in which the advance has been drawn but not exceeding twelve (12) months.

No housing advance shall be granted over and above an existing advance balance in the member of staff’s personal account. The repayment of a previous advance must be cleared first before a request for a new advance is granted except in very special circumstances approved by the Management.

Any variations from the above procedures for special justifiable circumstances shall be subject to approval by the Board.

**4.16.4 Salary loan**

 **SGW** may consider supporting staff in processing a salary loan from a bank.

**CHAPTER 5: STAFF BUSINESS CODE OF CONDUCT**

This section addresses the types of staff disciplinary offences, describes the disciplinary procedures and termination of service.

**5.1** **General Staff Conduct**

All staff is expected to be honest and transparent in conducting company business and especially in their relationship with clients, suppliers, government and the general public.

* Staff should show commitment and dedication to their work and avoid wasting time during working hours doing other unofficial activities.
* Staff should endeavour to complete the duties assigned to them on time, avoid unnecessary delays and desist from resorting to unnecessary overtime.
* Staff should conduct the affairs of the company in a professional and responsible manner and avoid colluding with other parties to compromise the interest of the company.
* Staff shall always be expected to behave in a professional manner and not falsify, distort or misinterpret data so as to achieve certain desired ends such as making a business opportunity look attractive and viable in order to qualify for financial support from **SGW.**
* Staff shall be required to disclose and not to conceal any vital information including unfavourable facts and other outstanding issues on business and clients so as to facilitate the making of proper investment decisions.
* Staff should indicate their source of information whenever possible.
* Staff shall not carry out private work or undertake any other unofficial work for clients intending to approach the company for business or other assistance as such behaviour is likely to lead to a lack of objectivity and result in a conflict of interests when the same officers are required to appraise or deal with the same clients.
* Staff shall not trade or engage in any business that might lead to a conflict of interest within **SGW.**

**5.2 Dealing with Clients**

* Staff should treat clients equitably, fairly and without any discrimination.
* Relationship with clients should be transparent and at arm’s-length.
* Staff should accord due respect to clients and members of public.
* Staff shall not solicit favours or kickbacks from clients either in cash or in kind in the performance of their duties.
* Staff shall not collude with clients and advise them on how to avoid fulfilling their obligations to **SGW.**
* Staff shall not accept gifts of substantial value from clients to avoid being unduly influenced in decision making

**5.3 Inter-Staff Relationship**

* Staff shall not take advantage of their position to harass, threaten, intimidate or instil fear in other members of staff.
* Superiors shall not practice bias, prejudice, or malice in their treatment of subordinates, support incorrect viewpoints, sign false documents or do other unprofessional things.
* Superiors shall not exercise undue pressure to have their subordinate support incorrect viewpoints, sign false documents or do other unprofessional things.
* Subordinates shall be expected to obey and carry out all lawful instructions from their superiors and under no circumstances use any objectionable language towards them.

**5.4 Staff Privacy**

* Staff shall not engage in any behaviour that may be construed as constituting sexual harassment to co-workers.
* There shall be no unwarranted intrusion to privacy of an individual’s private life so long as such matters do not affect the worker’s performance. Individuals will, however, be expected to conduct their personal affairs in a way that does not compromise or jeopardise the interests of **SGW.**
* Phone tapping /eavesdropping on telephone or other conversations is strictly prohibited as it constitutes invasion of privacy.
* Superiors shall maintain open channels of communication, advice and counsel their subordinates and encourage them to discuss problems relating to their work or to the desired behaviour in the organisation.
* All information of a personal nature disclosed by a member of staff in confidence to his superior shall be treated as privileged information and may not be used against the person concerned.
* No staff shall be threatened or victimised for reporting or exposing an illegal act or a violation of ethics even if he/she by-passes the formal chain of command.
* In making choices between conflicting situations staff will be guided by ethics or seek advice from their superiors.

**5.4 Termination of Employment**

The conditions under which termination of employment will occur are set out below:

**5.4.1. Instant dismissal**

Any of the following acts on the part of the staff member constitute gross misconduct and/or serious neglect and shall justify instant dismissal: -

* + - * If he /she is convicted on a criminal charge or an offence involving, on their part, active dishonesty or actual violence including:
		- All crimes concerning the misappropriation of property belonging to third parties (i.e. larceny, burglary, embezzlement, house breaking, fraud)
		- Fighting and assault or engaging in riotous disorderly or immoral behaviour during working hours either at **SGW** offices or within its precincts.
			* If he/she is guilty of misappropriation of funds or property belonging to **SGW** or belonging to the public.
			* If he/she commits a breach of secrecy or security relating to any matter adversely affecting **SGW**’s business.
			* If he/she uses abusive language or is guilty of insulting behaviour to any client of **SGW** which, having due regard to the interest of **SGW** renders his/her continuance in employment impracticable.
			* Improperly receives or solicits any reward, fees, commissions or valuable presents.
			* Fails to declare any personal interests in any business or transactions of **SGW** with which he/she is concerned.
			* Makes a false statement in any matter of which he/she is required by the management to furnish information.
			* Seeks or accepts loan from a client, with the exception of normal financial facilities obtained from a financial institution in the normal cause of its business. In this regard, transactions involving the purchase of goods or services by staff from clients should be undertaken on normal commercial terms and in such a way that they do not affect the relationship of the client with **SGW.**
			* Sexually harasses another staff member.

**5.4.2. Dismissal after warning**

If after due investigation by the management the staff member is considered guilty of any of the following acts, he/she may be dismissed after 2 warnings in writing ,with dismissal being effected on the third offence being committed:-

* If without leave or any other lawful cause he/she absents themselves from the place proper and appointed for the performance of their work as per staff regulations.
* If during working hours he/she is unfit to carry out the proper performance of their work for example by being habitually intoxicated.
* If he/she neglects to perform any work which it was their duty to have performed or if he/she carelessly or improperly performs any work which from its nature it was their duty to have performed it properly and carefully.
* If he/she uses any abusive or insulting language or is guilty of insulting behaviour to any person placed in authority over them.
* If he/she refuses to obey any proper order of any person placed in authority over the which, order it was their duty to obey.
* Engages in trade or accepts other paid employment whether on duty or on leave, except with the prior approval of the Managing Director.
* Seeks to influence any person outside **SGW** with a view to obtaining advancement in the service of **SGW** or intervention on his/her behalf in any matter affecting his/her service.
* Becomes seriously financially embarrassed.

**5.4.3. Suspension:**

* In respect to the dismissal of gross misconduct and /or serious neglect, **SGW** will suspend a staff member for a period not exceeding 30 days during which period the staff member shall be entitled to be paid at the rate of half his/her basic salary.
* However in the event that an employee is awaiting trial either in remand or at large and a prosecution is pending on a matter involving active dishonesty or violence as laid down above, the suspension period may be 90 days which may be extended at the discretion of **SGW** until such time as the case has been finalised by the courts during which period the employee shall be entitled to be paid at the rate of half basic salary.
* If during suspension the employee is proved innocent within the said period of 90 days or longer in respect of sub paragraph (2) above the employee shall be reinstated in his employment and shall be paid full salary for the period during which he/she was suspended.

**CHAPTER 6: STAFF PERFORMANCE APPRAISAL, TRAINING AND DEVELOPMENT**

## 6.1 Performance Evaluation

Performance evaluation will be the system of measuring both quantitatively and qualitatively an employee’s worth or merit and his/her capacity in relation to his/her job. Its emphasis will be performance and potential of an employee.

## 6.2 Annual Performance Appraisal

Promotions, annual excellence performance awards, training, demotions and disciplinary actions shall be based on periodic appraisals of the employee’s performance.

Performance appraisals shall be conducted after every six (6) months or any other period approved by the Board between the employee and his/her supervisor on the basis of set targets.

A member of staff’s appraisal shall be conducted by a supervisor or by the Board, if applicable. A template will be available in the Executive Director’s office.

All employees shall have access to their appraisals and be given an opportunity to discuss them with their immediate supervisors and the appraisal, promotion and disciplinary committee. These joint review opportunities shall be used to establish agreed performance targets and standards to be achieved by the employee during the forthcoming appraisal period.

Completed appraisal forms once reviewed shall be signed by the employee and his/her immediate supervisor and the Management. Thereafter they shall be placed in the employee’s confidential personal file.

An employee shall have a right of appeal to higher authority if he/she feels dissatisfied.

If an employee wilfully refuses to fill and/or sign the form, he/she will have committed a serious offence.

## 6.3 Use of Performance Appraisal

The company may decide on certain actions based in the annual performance review. Such actions may include performance-based bonuses, assignment to training and development programmes, special assignments, temporary or permanent transfers, promotions, demotions, termination of service or any other action as deemed fit.

The decision shall be communicated to the respective appointing authority depending on the hierarchical level of the incumbent members of staff.

## 6.4 Monitoring Performance of Employees

The company will endeavour to motivate its employees through recognition of excellent performance. Rewards will be made to those who come with innovations that are original or that add value to the products of the company.

An annual innovations reward scheme will be set up so as to encourage staff to be innovative, creative and enterprising. The Management will work out details of the scheme and adopt it.

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## 6.5 Staff Training and Development

* The company shall endeavour to pay for and/or provide training and development opportunities to staff members subject to availability of funds.
* Based on the identified performance gaps, the Management shall develop an annual training plan and present proposed schedules and budget for review and approval by the full Board.
* The Management shall circulate a list of training opportunities, which may arise from time to time, in fields of interest to the company’s applications. Application for a training course, which should not exceed 9 months, shall be forwarded to the Executive Director through the Human Resources Manager for appropriate action.
* Career development courses that are necessary to advance a staff member’s respective discipline through further studies shall not take more than three years. A staff member to start on such a course must have been confirmed in service and satisfactorily served the company for at least one year. A staff member who intends to do such a course will be advised to continue working and to study during his or her free time.
* The beneficiary of staff training, and development will be bonded for at least THREE years, the breach of which shall attract compensation of the cost of training undertaken.
* **SGW** shall as much as possible utilise local/regional training resources and facilities in implementation of its training programmes. Overseas training shall be of a specialised nature and shall be arranged only for the relevant staff members, if funds allow.
* An employee who on his or her own initiative arranges training on a full-time basis either locally or internationally for a course relevant to his or her work with **SGW,** may be granted leave without pay under the following circumstances;
	1. That the employee is a contract member of staff with at least 12 months contract period
	2. Must show proof of admission to the study institution and that the period of absence shall not exceed 12 months.
* All employees who for a course shall submit, to their respective supervisors, periodical reports on their performance and an end of training report upon the completion of their studies highlighting the course content, benefits achieved and the course revaluation and shall furnish evidence for having undergone and accomplished the said course. The format shall be available in the Executive Director’s and Human Resource’s office.

# CHAPTER 7: STAFF OCCUPATIONAL SAFETY AND HEALTH

**SANREM** occupational safety and health policy will be guided by the Occupational Safety and Health Act, 2007 (and any amendments thereof) and any other relevant provisions in the Laws of Kenya.

## 7.1 Occupational Safety and Health

* The company shall endeavour to ensure the safety, health and welfare of its employees according to the Occupational Safety and Health Act, 2007 (and any amendments thereof).
* Staff members who are supposed to use protective wear shall do so at all times.
* In case of injury or sickness while doing official work, the staff member concerned shall receive first aid or taken to the nearest medical facility.
* The Human Resources / Administration Manager or head of department shall stop an activity where the health and safety of the employees is in danger until the situation has been rectified.
* Functional fire extinguishers shall be installed in appropriate places and staff shall be trained how to use them
* Each head of department shall record all the possible risks associated with working in the department and are displayed for easy access by all staff.
* Staff members shall immediately report accidents and potentially dangerous situations to their supervisors for appropriate action.
* Company will always supply free of charge clean and safe drinking water to all its employees

## 7.2 Staff Policy on Diseases

* The company shall liaise with Government and nongovernmental agencies charged with conducting sensitisation programmes about the prevention of various types of curable and incurable diseases.
* The company shall at its own cost, periodically require staff to undergo medical tests for communicable diseases so as to minimise the spread of such diseases in the workplace.
* The company shall liaise with Government and nongovernmental agencies and conduct sensitisation programmes about HIV/AIDS for staff members periodically. The programmes shall provide information about prevention and universally accepted precautions against infection, transmission, testing and counselling, coping with the presence of HIV/AIDS in the working environment and treatment of HIV/AIDS
* People affected by HIV/AIDS shall not be discriminated against. Staff members found to have committed the discriminatory offence shall be subjected to disciplinary action
* Members of staff shall be encouraged to go to relevant medical personnel for voluntarily counselling and testing for HIV/AIDS and other diseases. The company shall take HIV/AIDS to be like any other disease. No member of staff shall be refused or loose his/her job in case he/she turns out to be HIV positive unless his/her health prevents him from effectively performing his/her duties.
* Members of staff who are HIV positive will be encouraged by the company to seek medical advice and attention from the organisations that support people living with HIV/AIDS and different diseases. No staff member is obliged to declare his/her health status or HIV status.
* Staff medical information, including HIV status, shall be kept confidential.