



HUMAN RESOURCE POLICY MANUAL

2014

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HUMAN RESOURCE POLICY MANUAL

1 INTRODUCTION AND DEFINITIONS

1.1 Introduction

NairoBits Trust is a non-profit making organization registered as a trust under the laws of Kenya, and has existed since 1999. NairoBits is based in Nairobi with sister organizations in Kampala and Arua (Uganda), Zanzibar & Musoma (Tanzania) and Addis Ababa (Ethiopia).

These HR policy regulations have been reviewed and built upon the existing policies and procedures contained in the NairoBits Trust Human Resource Policy and Procedures Manual (2005). To achieve its objectives, NairoBits Trust strives to continuously develop and provide its staff with a safe, healthy and friendly working environment.

NairoBits Trust is an equal opportunity employer giving equal opportunities to all staff irrespective of gender race or ethnic background. Any form of discrimination is prohibited. The overall responsibility for the management of human resources at NairoBits Trust lies with the Board of Trustees. The Board of Trustees delegates this authority to the Executive Director and the Executive Director is supported by the Management Team.

As a general rule, the Board of Trustees expects this manual to be adhered as written. If a deviation or amendment is considered necessary due to reasons that appear to be hampering or restricting operations, a written request shall be submitted to the Board of Trustees who will direct as deemed fit. All deviations and amendments must be notified to all members of staff by way of a written notice from the Board.

1.2 Vision, Mission & Core Values

1.2.1 Vision

To be a Centre of excellence for youth empowerment in creativity and innovation through ICT.

1.2.2 Mission

NairoBits Trust exists to positively change the lives of vulnerable youth by improving their ability to contribute to their socio-economic well-being through creativity and innovation using ICT.

1.2.3 Overriding Goal

Youth living a dignified life while contributing positively towards development of a society that acknowledges and provides them with opportunities for socio-economic prosperity

1.2.4 Core Values

NairoBits Trust upholds the following values:

- a) Integrity and Accountability
- b) Mutual respect without discrimination on account of race, ethnic background, gender or religious persuasion;
- c) Cross-cultural appreciation/interaction,
- d) Creativity and quality electronic equality (e-quality).
- e) Gender focused institution

1.3 Definitions

In this policy manual, unless the contrary is indicated the following operational definitions apply.

- (a) "Organization" means NairoBits Trust (NT).
- (b) "Board" means the Board of Trustees of NairoBits
- (c) "Staff" means any person employed by NairoBits for wages or salary including Board members and Management
- (d) "Advisory Committee" means the body that provides technical and policy direction for NT.
- (e) "Executive Director" means the office that shall have the general responsibility of the overall management of NairoBits and shall be accountable to the Board of Trustees.
- (f) "Line Manager" means one's immediate supervisor, one who provides the first line support and guidance to the staff.
- (f) "Management Team" means any one for the time being performing the duties of:
 - i. Executive Director

- ii. Institutional Development Manager
 - iii. Finance & Administration Manager
 - iv. Head of Programs
 - v. Training Coordinator
- (g) Unless otherwise provided, any reference to the masculine gender shall apply equally to the feminine gender and vice versa. In particular, instead of using “he/she” this manual adapts use of “they” & “their”.
- (h) “Permanent staff” means staff hired under contract terms

1.4 Application of Regulations

- (a) These regulations shall apply to all staff of NairoBits unless the content specifies otherwise.
- (b) For special conditions of service relating to various categories of staff, reference may be made to any relevant circulars or other administrative rules or standing orders that may be issued from time to time by/or on behalf of the Board.
- (c) The Executive Director has authority to delegate either generally or in any particular case, to any member of staff, powers exercisable by or duly imparted on him under these Regulations
- (d) Where the Board amends these Regulations, such amendments shall be communicated to all Managers affected and shall be entered in all copies of this manual

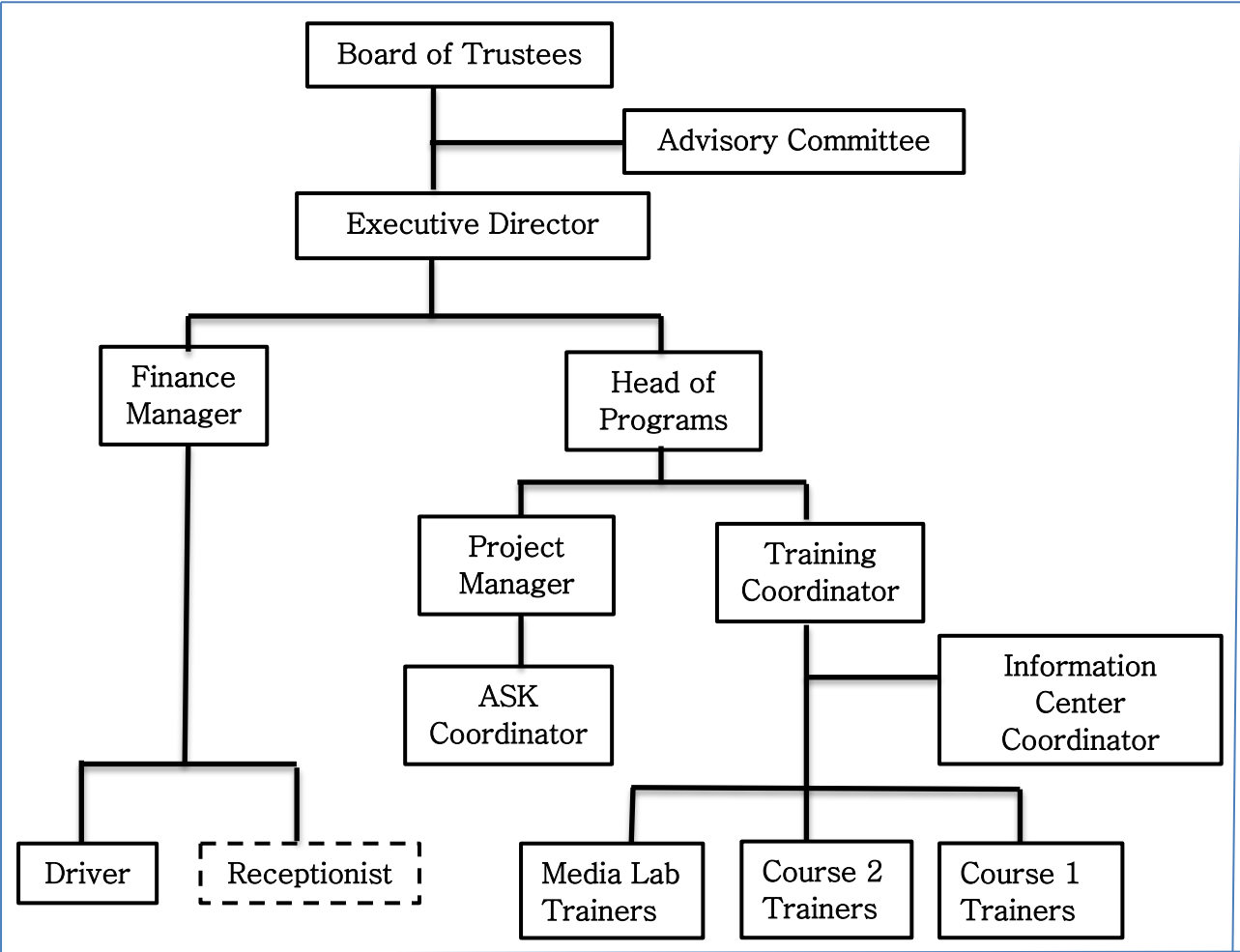
1.5 Ethical Obligations of Staff

- (a) All members of the Board as well as all employees are required to conduct themselves in a manner consistent with the highest professional, ethical, moral and legal standards.
- (b) NairoBits Trust is a transparent and accountable organization. All employees are required to maintain high transparency and accountability standards.
- (c) All decisions and activities are required to have the sole purpose of promoting NairoBits Trust’ Program. Any employee who is faced with a conflict of interest situation should report the fact to their line manager who shall make arrangements to insulate, as necessary, the employee from that particular situation.
- d) This ethics policy guideline is not intended to be exhaustive, but is only a framework to

guide all staff in the conduct of organizational affairs. It is the responsibility of every staff to be certain that they act in an honest and ethical manner to enhance NairoBits Trust reputation.

1.6 Organizational Chart

The current NairoBits organogram is as follows and is subject to revision as shall be dictated by structural changes to reflect organizational growth as approved by the Board from time to time.



1.7 Board of Trustees

The Board of Trustees shall serve as the legal owners of the organization by virtue of holding organizational assets in trust for the benefit of the organization's beneficiaries. The overall responsibility for the management of NairoBits Trust therefore shall lie with the Board of Trustees. The Board of Trustees delegates this authority to the Executive Director and the Executive Director is supported by the Management Team.

1.8 Management Team

The Management Team shall consist of the Heads of Department and the Executive Director who shall chair the team.

1.8.1 Management Team Roles

The roles the Management Team shall include the following.

- i. Internal checks and Balances: The head of the management committee shall be responsible for internal approvals of leave days, the budgets, petty cash and cheques. All cheques will have to be approved by the board after internal approvals.
- ii. To be in charge of all asset procurement at NairoBits. This shall include software and hardware.
- iii. Oversee all project plans in liaison with program heads.
- iv. Be involved in all strategic partnerships either training, fundraising etc.
- v. In charge of staff development and Human Resource Management.
- vi. Help facilitation in the hiring of a new staff members and evaluating a staff members in liaison with the board.
- vii. Conflict Resolution amongst staff at all levels. The board might be involved when an amicable solution isn't reached but with an invitation from the Management Team.
- viii. Ensure prudent spending and making sure funds are used for their intended purpose.
- ix. Be in charge of all NairoBits correspondence and all official mails written to other partners by project heads shall be copied to the Management Team.
- x. Communicate to the Board of Trustees on a regular basis (at least each quarter) the financial and programme reports of the organisation.
- xi. Submit to the board copies of all reports to funding partners / donors.

- xii. Carry out other assigned roles that shall be communicated directly to the Management Team by the board from time to time.
- xiii. Facilitate the Friends of NairoBits Network program once established.

1.8.2 Staff Cooperation

- i. All staff shall provide the Management Team with the maximum cooperation and support as they endeavour to achieve the objectives of the organisation.
- ii. All staff shall send their proposals to Management Team for further consultation and decision making in order to ensure prompt feedback or decision.

1.9 Advisory Committee

- a) The advisory committee shall serve to enhance the governance, improve technical function and provide support to the Board of Trustees, the Executive Director and the Management Team.
- b) The Advisory Committee shall be an advisory only body to the organization and shall not make decisions in its own right.

1.9.1 Advisory Committee Roles

The advisory committee's roles shall include the following.

- i. To assist the Board of Trustees and Management Team in establishing:
 - a) Ethics and values.
 - b) Governance arrangements, including Terms of Reference of any sub-committees.
 - c) Strategic direction in liaison with the current or expected market trends.
 - d) Emerging issues or trends that might impact strategic direction of the organisation.
 - e) Strategic priorities, objectives, targets and follow up mechanism.
 - f) Key technical and creative inputs in training NairoBits curriculum.
 - g) Mentorship program thus ensure institutional memory archival (Knowledge Management).
 - h) Key employment strategies, policies and contracts.
 - i) Help establish the NairoBits business unit that shall compete with other commercial ventures.

- j) Help establish friends of NairoBits Network. These shall be individuals that help fundraise for NairoBits and on the other hand offer their expertise in helping run NairoBits program.
 - k) Any other issue that might assist the organisation in meeting its strategic objectives and its sustainability.
- ii. To scrutinizes and assure:
- a) The three Year Strategic Plan
 - b) Assisting management team in fundraising and resource mobilization especially from corporate and the government wing.
 - c) Sustainability strategy
- iii. To monitor and review:
- a) Technical and creative viability of the training curriculum
 - b) Operational performance and delivery;
 - c) Financial performance and forecast;
 - d) Effectiveness of employment strategies and policies;
 - e) Diversity and equal opportunities in the recruitment process;
 - f) Programmatic & Financial Reports to Funding Partners
 - g) External communications strategies and stakeholder relations.

1.9.2 Advisory Committee Recruitment & Composition

The following types of expertise shall be part of the composition of the Advisory Committee.

- i. Technical and creative expertise in the fields representing the program areas of NairoBits namely, ICT multimedia, reproductive health and rights, entrepreneurship and life skills etc.
- ii. Competence and experience in fundraising and resources mobilization
- iii. Competence in setting up and running a business / Sustainability of Non profits
- iv. Legal expertise
- v. Competence in franchise and Business Process Outsourcing (BPO) operations
- vi. Human Resource Management
- vii. Financial Administration and Operational Management
- viii. Curriculum development in e-learning
- ix. Marketing/ Advertising / Media

2 STAFF APPOINTMENTS

2.1 Preamble

NairoBits Trust is committed to the provision of quality services in an accountable and transparent manner. This calls for a staff complement that is committed, competent and efficient, espousing high moral and ethical standards. NairoBits Trust's recruitment policies shall endeavor to ensure that all staff recruited meet the above criteria. To achieve this goal, NairoBits shall undertake to:

- (a) Design, formulate and implement a system of recruitment and selection of staff that shall attract the right calibre of qualified personnel into NairoBits employment, at the right time when necessary.
- (b) Establish a system to determine the optimal staff necessary to run all level of the business so as to avoid both under-employment and over-employment.
- (c) Ensure the proper guidance and induction of new staff in the initial period of their employment to learn about NairoBits functions, stakeholders and associated agencies in the business. This shall enable new staff to fully contribute to the promotion of NairoBits services and to effectively integrate with the existing staff.
- (d) Endeavour to adhere to a policy of internal promotions whenever a vacancy occurs.
- (e) Generally promote sound and good staff recruitment and selection practices, procedures, processes and structures.

2.2 Recruitment

- a) When a position falls vacant, the Program Manager or supervisor shall immediately notify the Executive Director of the vacancy to facilitate replacement within the shortest time possible.
- b) All recruitment for senior and management staff shall be subject to Board approval. General administration and operations recruitment may be done by the Management Team and the Executive Director.
- c) The Program Manager or supervisor will prepare the job description for the position
- d) Existing staff, former students and volunteers will be considered first to fill the position

- e) Internal candidates will be assessed on their past performance, skills and competencies for the vacant position
- f) In the absence of suitable candidates from the above cadres, the vacancy shall be advertised in the mass media and on the internet. Board and staff shall be encouraged to solicit applications from possible candidates that they may know.
- g) Volunteers will be recruited on the basis of recommendations as well as personal aptitude.
- h) Where the post is to be advertised, the Finance and Administration Department shall prepare a suitable advertisement, detailing the job description, specifications etc. essential for the job.
- i) Recruitment may be direct through the press media or other suitable forum and the advertisement must be in conformity with the following:
 - i. Clear and precise in description of the job qualifications, experience and duties;
 - ii. Forthright in the terms of employment such as salary and other benefits attached to the post;
 - iii. The number of times an advertisement will appear in the press will be dependent on seniority of the job.
 - iv. Employment agencies may be used in the recruitment and selection of staff for posts, which NairoBits is not well placed to undertake effectively.
- j) The Executive Director shall maintain a record of all applications received

2.3 Terms of Employment

NairoBits may engage an employee under any of the following categories of employment: -

(a) **Contract**

Contract staff shall be engaged on the basis of funded positions on 2 - 3 year contracts that are renewable on the basis of satisfactory performance and continued funding.

(b) **Volunteers**

NairoBits Trust may engage volunteers on the basis of need. Volunteers are not employees of NairoBits Trust and do not receive a salary. They benefit from training and exposure as well as allowances directly related to the program in which they are involved. All volunteers (local or international) shall have been cleared by the relevant legal authorities and have necessary documentation such as work permits or a

legal clause in their visa which allows them to seek a meaningful employment or volunteer activity. Such legal clause shall be recognized under Laws of Kenya.

(c) Casuals

NairoBits Trust may from time to time recruit personnel on casual terms. Persons recruited on casual terms are deemed to have a contract that ends at the close of each day. A casual employee may not be hired on a continuous basis for periods exceeding three months or such other period as may be dictated by the prevailing labour laws.

(d) Consultants

Consultants are **NOT** employees of NairoBits Trust. Clear terms of reference shall be developed for each consultancy and a specific contract drawn out.

2.4 Selection

- (a) Staff selection is the process of determining from among the applicants which one best meets the requirements of the job.
- (b) The Management Team shall be responsible for the co-ordination and implementation of the selection process.
- (c) In making selection, preference shall be given to qualified and suitable Kenya citizens based on their interview performance and background check of referees.
- (d) For senior positions of Manager and Executive Director, the candidate may be subjected to an appropriate Psychometric Test to determine the candidate's behavioural predispositions towards work, leadership and team work. This may be conducted at the discretion of the Board of Trustees.

2.5 Guidelines for Selection of Contract Staff

Selection will be done using multiple tools, appropriate to the position, including but not limited to the following.

(a) CV review

This is the first step in the selection process where all CVs received for the position shall be reviewed to short list those candidates that meet the minimum requirements as provided for in the job description.

An ad hoc selection committee whose members shall comprise the Executive Director, two members of the Board / advisory committee and any other members co-opted by the Board, to conduct the assessment and selection of candidates for Contract Staff positions.

A short listing template detailing the job requirements shall be used for this process.

The Management Team including the immediate supervisor for the vacant position will carry out the short listing process.

(b) Panel interview

- i. The short listed candidates shall be invited to present themselves before an interview panel.
- ii. This panel shall constitute of no less than three (3) interviewers, comprising the Executive Director and/or a member of the Board, and the Advisory Committee, depending on the position being filled.
- iii. Every interview will have an interview guide and scoring sheet, so that all candidates for that position are subjected to the same set of questions and that all panellists have a uniform assessment criteria

(c) Final Assessment

The top three candidates will then be subjected to further assessments to identify the ideal candidate. These assessments may include:

- i. Role-plays
- ii. Presentations
- iii. Job simulations
- iv. Psychometric testing – these include ability tests, aptitude tests, and personality tests. The choice of the psychometric tool will depend on the position to be filled.

(d) Reference Checks

The Finance and Administration Manager will carry out reference checks on the final candidates.

(e) Communication to Candidates

All candidates will receive communication at the close of the selection process. Unsuccessful candidates will receive letter of regret. The successful candidate will receive a letter of appointment/engagement.

2.6 Guidelines for Selection of Consultants

(a) Request For Tender

The supervisor in charge of the process shall recommend to the Executive Director the need for Consultancy services. The tendering process shall encourage competition, to provide the organization with more options and reduce risk of poor service delivery from one supplier.

(b) Invitation To Tender

An invitation to tender with clear Terms of Reference will then be prepared and made public in line with the organisation's Procurement Policies for suppliers to respond. Suppliers who feel they have the capability to meet the tender requirements will then send in their technical and financial proposals for consideration.

(c) Evaluation of Proposals

The Tender Committee will open all proposals received, and review the proposals for technical merit and scored accordingly. A scoring template consisting of the key elements required for the consultancy will be used for this purpose. At the end of the review process, the supplier with the highest scores will be contacted for cost negotiation (if applicable).

(d) Award of Contract

The successful bidder shall be awarded the contract.

2.7 Power of Appointment

- (a) Appointments to the posts of heads of departments / Program Manager and other Management staff shall be made by the Board of Trustees.
- (b) Appointments for support staff positions shall be done by the Executive Director on recommendation of the head of department / Program Manager

2.8 Medical Examination

All offers of appointment to a permanent post may be conditional upon a satisfactory medical report on the fitness of the candidate to be employed by NairoBits. Medical examination shall be carried out by the appointed Medical Scheme cover physician or other organization approved by the firm offering the medical cover as shall be dictated from time to time. The costs for such medical tests shall be covered by NairoBits.

2.9 Reference Checks

- (a) NairoBits shall seek confidential reference in respect of candidates recommended for appointment. Such reference shall be sought after the interview of candidates.
- (b) Any false statement made by an applicant in connection with their application for employment, may, should he become an employee; render him liable to summary dismissal.

2.10 Letter of Appointment

- i. All contract employees shall be issued with a letter of appointment. The letter shall be signed by a member of the Board. The letter shall require the signature of the appointee before the appointment is officially effected.
- ii. Volunteers shall be given a letter of “Acceptance of Voluntary Services”.
- iii. The engagement contract shall have specific statements on:
 - a. The post for which the appointment is made.
 - b. The salary and other remuneration.
 - c. The duration of the appointment and probationary period.
 - d. The notice required for termination of employment.
 - e. Effective date of appointment.
 - f. Separation
 - g. Any other terms and conditions of appointment.

2.11 Date of Appointment

The date of appointment shall be the date on which the new employee assumes duty. This is also

referred to as the Anniversary Date.

2.12 Probation

- (a) Contract staff will serve on probation for a period of three (3) months from the date of appointment. Notice for termination of employment during the probation period will be two weeks on either side.
- (b) Volunteer staff will serve on probation for a period of one (1) month from the date of appointment. Notice for termination of employment during the probation period will be one week.

2.13 Bio Data

On acceptance of appointment, the new staff member shall be required to complete the Bio-Data Form. New employees must also provide the following.

- (a) 2 copies of a recent passport size colour photograph
- (b) Copy of national ID card or valid Passport
- (c) Copy of PIN Certificate
- (d) NSSF registration card
- (e) NHIF registration
- (f) HELB clearance Certificate where applicable
- (g) Photocopies of certificates and other testimonials.
- (h) Any changes in personal status shall be reported promptly to the Finance and Administration Department by completing a fresh Bio-data Form.

2.14 Next of Kin

Every employee shall furnish NairoBits with the name and address of their next of kin immediately on taking up appointment and thereafter in the event of change.

The next of kin form shall contain a declaration of the proportionate ratio / shares of terminal benefits that the staff may wish to allocate to the various next of kin members in the event of death.

- i. The staff is at liberty to change the details once a year at the beginning of every year.
- ii. The next of kin form shall be signed by the staff member after each change of details and

dated accordingly.

- iii. The form shall be filed in the employee's personal file.
- iv. In the event of death of employee while in employment, NairoBits shall pay out the terminal benefits of the deceased to the nominated next of kin in the proportions outlined in the latest authentic record.
- v. In case the estate of the deceased is contested by other family members, NairoBits shall be bound to pay the terminal benefits by the decision of the Court of Law with jurisdiction over the case in question. NairoBits shall withhold such benefits until the case is determined and no interest whatsoever shall accrue on the benefits for the beneficiary during that period.

2.15 Induction of New Staff

There shall be an induction program for all new staff covering at least two (2) weeks and the immediate supervisor of the staff shall arrange this program. The overall period of induction shall be determined by the particular needs of NairoBits. During the induction program, the new staff member shall be furnished with a set of all NairoBits Policy documents.

3 GENERAL CONDITIONS OF EMPLOYMENT

3.1 Hours of Work

Due to the nature of NairoBits' work, staff members work schedules shall be flexible enough to meet their specific job requirements.

- (a) Normal working hours are from 9.00 am to 5.00 pm from Monday to Friday
- (b) Lunch break is from 1.00p.m. to 2.00p.m from Monday to Friday.
- (c) Notwithstanding the foregoing, working hours other than those stated above may be called for.
- (d) Support staff that are required to work overtime shall be compensated by an equivalent amount of time off.
- (e) It is a requirement of the law that all employees be granted one day off-duty in every period of seven days. NairoBits shall observe all gazetted holidays. All such days shall be treated as rest days.

3.2 Dress Code

- (a) All staff members are required to be smart and well groomed during working hours.
- (b) Smart casual wear may be worn over the weekends and public holidays if one is on duty

3.3 Valuables and Personal Belongings

- (a) NairoBits shall as far as possible create an atmosphere where all staff feel secure but shall not accept responsibility for the safe keeping of personal valuables, money or belongings. Staff are strongly advised to take every precaution not to leave articles of value lying about the offices, in desks, toilets, corridors etc., whether locked or unlocked at any time. Items or property lost or found shall be reported to the Finance & Administration Department.

3.4 Public Statements

All official communication emanating from NairoBits shall only be made by the Executive

Director after consulting the Board. No other staff member shall make statements to the press, or other organisations or to unauthorised persons with regard to organizational matters.

No employee shall disclose any confidential information about NairoBits or any of its members and officers without the written permission of the Executive Director.

3.5 Handling Visitors

NairoBits advises staff that personal visitors should always be kept at a minimum within working hours to avoid unnecessary disruptions.

3.6 Telephone / Computer Use

All telephone and computer communication systems and all communication and information transmitted by, received from, or stored in these systems are the property of NairoBits, and as such, are to be used for job-related communications only. Staff should use office telephones to make official calls only, where personal calls are made these should be recorded and charged to the individual staff member's account.

3.7 Communication Policy

Telephones, computers and websites shall not be used to transmit vulgar, profane, insulting, or offensive messages such as racial or sexual slurs. Prohibited uses of e-mail include, but are not limited to, soliciting outside business ventures, advertising for personal enterprises, or soliciting for non-NairoBits-related purposes. This policy does not prohibit personal messages of a social nature which do not contain otherwise prohibited content.

All NairoBits official communication shall be done in clear, concise and respectful manner in proper English or other language approved by the Board.

3.8 Notice Board

No notice, poster or print or written material or electronic mail of a personal or social nature may be displayed or distributed on any Notice Board, computer terminal or any place of work without the Executive Director's approval.

3.9 Collection Fundraisers

Permission of the Executive Director must be sought for any fundraiser meetings or collection of money of any kind within NairoBits Trust premises. This permission shall only be granted in extreme cases. When approved, such collections shall be voluntary and not obligatory to members of staff.

3.10 NairoBits Property

As a general rule, all NairoBits Trust property is to be used strictly for NairoBits Trust business. Prior authorization by the Executive Director must be obtained for any private use.

3.10.1 Office Equipment

- a) Computers - All computers shall be used for strictly official purposes. Only authorized persons may access the computers. External parties shall not have access to staff computers.
- b) Telephone – All trunk and International calls should only be made with permission. Personal calls shall be charged to the staff member.
- c) Photocopier – A photocopier is available throughout the day to meet photocopying needs. This should be used for NairoBits Trust use only and the appropriate project or activity charged.

4 STAFF DISCIPLINE

4.1 Purpose

To establish rules pertaining to employee conduct, performance, and responsibilities so that all personnel can conduct themselves according to rules of good behavior and good conduct.

The purpose of these rules is not to restrict the rights of anyone, but rather to help staff work together harmoniously according to the standards established for efficient and courteous service to stakeholders.

Reasonable rules concerning personal conduct of employees are necessary if NairoBits is to function safely and effectively. Managers shall keep staff informed of department rules and changes.

4.2 Binding Condition

- a) By accepting an appointment with NairoBits Trust, an employee thereby agrees to work in a responsible, loyal, disciplined, harmonious and productive manner and to act in a manner acceptable to NairoBits' core values.
- b) The employee is deemed to agree to abide by the rules and regulations as outlined in this manual and in any other lawful, reasonable instructions, written or verbal, given by the authorized staff within NairoBits.
- c) Any act of misconduct by an employee, shall be dealt with according to the disciplinary guidelines provided.
- d) The following definitions of offenses / misconduct are intended to provide examples of behaviour inconsistent with the NairoBits' principles and they should not be understood to constitute an exhaustive list of areas of misconduct.

4.3 Minor Misconduct Examples

- a. Absence from duty without permission / notification / excuse or without reporting the absence in a timely manner.
- b. Unnecessary disregard to punctuality regarding official working hours.
- c. Disorderly conduct or indecency on NairoBits' premises.

- d. Interfering with the work of other employees
- e. Inefficiency or lack of application of effort on the job.
- f. Violations of organizational policies outlined in sections of this policy manual.
- g. Malicious gossip and/or the spreading of rumors.

4.4 Serious Offenses

- a) Serious offenses include the following.
 - i. Fraud
 - ii. Theft
 - iii. Gross insubordination
 - iv. Fighting / causing bodily harm / injury
 - v. Threats of violence
 - vi. Sale of drugs / Abuse of alcohol
 - vii. Sexual Harassment
- b) For these offences, termination may be the first and only disciplinary step taken. Any step or steps of the disciplinary process may be skipped at the discretion of NairoBits Trust after investigation and analysis of the total situation, past practice, and circumstances.
- c) In general, oral warnings shall, at the next infraction, be followed by a written warning, followed at the next infraction by discharge. This is especially true in those cases where the time interval between offenses is short and the employee demonstrates a poor desire to improve their performance.

4.5 Warning Procedure

- (i) Warning letters shall be issued to staff who shall have been verbally cautioned on two previous occasions on any misconduct such as lateness, absenteeism, insubordination, deliberate laxity in performance of work and any other unbecoming conduct. The Executive Director upon recommendation shall issue these letters.
- (ii) Where in the opinion of the Supervisor, an employee has been guilty of an act or commission incompatible with the due and faithful discharge of their duties, the Executive Director may, subject to the provisions of any Act or Law of Kenya for the

time being in force, suspend such a member of staff from duty, until the matter has been investigated.

- (iii) Such investigation shall be carried out within a period not exceeding 30 consecutive days.
- (iv) During such suspension, the member of staff shall receive his pay in half, unless in the opinion of the Executive Director, the alleged offence is likely to involve the Organization in financial loss, in which case then the employee shall be suspended without pay.
- (v) The Executive Director reserves the right to extend the suspension period.

4.6 Gross Misconduct

- a) Any action by a staff member constituting gross misconduct may be punishable by summary dismissal. Such dismissal shall be without notice. Any of the matters set out in Section 44 (4) of the Employment Act 2007 as quoted below shall constitute an act of gross misconduct and in addition any misconduct that the Executive Director may certify to be gross misconduct:
 - i. If, without leave or other lawful cause, an employee absents themselves from the proper and appointed place for the performance of their work;
 - ii. If, during working hours, by becoming or being intoxicated, an employee renders themselves unwilling or incapable to properly perform their work;
 - iii. If an employee wilfully neglects to perform any work which it was their duty to have performed, or if they carelessly and improperly performs any work which from its nature it was their duty, under their contract, to have performed carefully and properly;
 - iv. If an employee uses abusive or insulting language, or behaves in a manner insulting, to their employer or to a person placed in authority over them by their employer;
 - v. If an employee knowingly fails, or refuses to obey a lawful and proper command, which it was within the scope of their duty to obey, issued by their employer or a person placed in authority over them by their employer;
 - vi. If in the lawful exercise of any power of arrest given by or under any written law, an employee is arrested for a cognizable offence punishable by imprisonment and is not within ten days either released on bail or on bond or otherwise lawfully set at

liberty.

- vii. If an employee commits, or on reasonable and sufficient grounds is suspected of having committed, a criminal offence against or to the substantial detriment of their employer or their employer's property.
- b) An employee alleged to have committed gross misconduct shall be allowed an opportunity to defend themselves within a period of 48 hours.
- c) The period of 48 hours in this instance shall not necessarily be imposed as a rigid maximum but a staff who requests for a reasonable extension of the period may be given consideration, but such extension shall not exceed a further 48 hours to enable them to complete their statement of explanation.
- d) If an employee allowed an opportunity to defend themselves fail to do so or where the reasons so advanced do not exonerate the staff, the management shall take a decision on the basis of the information available to them.
- e) If, on consideration of the reports, the management is of the opinion that the matter requires further investigation, a further inquiry shall be made before a final decision is made.
- f) If, on consideration of the reports and answers, if any, by the employee to the charge(s), the Management is of the opinion that the employee's explanation totally exonerates them from any blame, it shall order that the action taken be withdrawn.
- g) In all cases, the employee shall be informed in writing of the decisions arrived at in respect of their case.

4.7 Appeals Procedure

Where an employee has been disciplined through the action of warning, suspension, termination, demotion, or by any other disciplinary procedure, they may appeal against such disciplinary measure in the following manner;

- (a) Employees serving below the positions of Manager may appeal to the Executive Director through their Supervisor / Manager.
- (b) Employees in the positions of Manager may appeal to the Board of Trustees through the Executive Director.
- (c) The appeal must be received within 48 hours from the date of the letter of discipline.
- (d) All appeals must be in writing
- (e) Only one appeal shall be allowed in respect of each disciplinary action.

- (f) The decision on appeal shall be promptly communicated back to the employee in writing and shall be final.
- (g) If the supervisor declines to forward the written appeal to the Executive Director or the Board of Trustees (as the case maybe), then the staff member may appeal direct, but only after confirming that the former has declined to forward the appeal.
- (h) The right to appeal shall lapse after the 48 hour period.

4.8 Conflict Resolution

- i. Staff involved in a conflict shall make all efforts to resolve the conflict by themselves.
- ii. Conflict between members of staff which the parties are unable to resolve between themselves shall be brought to the attention of their supervisors for resolution.
- iii. A conflict involving a junior and senior staff shall be resolved by involving the supervisor of the senior staff.
- iv. Conflict between managers and / or between project coordinators shall be resolved by the Executive Director.
- v. Conflicts involving the Executive Director shall be resolved by the Board.
- vi. Unresolved conflicts shall be brought to the attention of the Management Team for resolution.
- vii. The management team may opt to escalate unresolved conflict to the Board or invite a board member to participate in conflict resolution.

4.9 Security and Legal Matters

4.9.1 General Statement

It is the objective of NairoBits management to ensure that procedures dealing with security and legal matters are fair and effective.

4.9.2 Procedure

- i. In cases of breaches of discipline that require intervention by the police or any other outside individual, or organization, the Executive Director shall be immediately informed. The Executive Director shall liaise with the Board of Trustees for follow-up action.

- ii. In cases where the police or any other law-enforcement officer expresses the need to speak with a staff member at the offices, the Executive Director and / or the NairoBits lawyer shall be immediately informed.
- iii. Staff entrusted with NairoBits Trust property shall ensure that such property is kept securely at all times.

5 CONFLICT OF INTEREST

5.1 Definition

- i. Conflict of interest arises whenever the personal, professional or business interests of an employee or their next of kin are potentially at odds with the best interests of NairoBits Trust.
- ii. All employees are required to act in good faith towards NairoBits Trust.
- iii. Employees need to be aware of the potential for a conflict of interest to arise and should always act in the best interests of NairoBits Trust.

5.2 Enforcement

- a) As individuals, employees may from time to time have private interests that conflict, or appear to conflict, with their employment with NairoBits Trust.
- b) Employees should aim to avoid being put in a situation where there may be a conflict between the interests of NairoBits Trust and their own personal or professional interests, or those of relatives or friends.
- c) Where such a conflict occurs (or is perceived to occur), the interests of NairoBits Trust shall be balanced against the interests of the staff member and, unless exceptional circumstances exist, resolved in favour of NairoBits Trust.
- d) It is impossible to define all potential areas of conflict of interest. If an employee is in doubt if a conflict exists, they should raise the matter with their manager.

5.3 Procedure

- a) Employees must:
 - i. Declare any potential, actual or perceived conflicts of interest that exist on becoming employed by NairoBits Trust to management
 - ii. Declare any potential, actual or perceived conflicts of interest that arise or are likely to arise during employment by NairoBits Trust to management.
 - iii. In the case of procurement of goods or services, employees shall declare any conflict of interest that might exist, and excuse themselves from any part of the process where there is conflict of interest.

- iv. Avoid being placed in a situation where there is potential, actual or perceived conflict of interest if at all possible
- b) If an employee declares such an interest, NairoBits Trust shall review the potential areas of conflict with the employee and mutually agree on practical arrangements to resolve the situation.
- c) Employees must disclose any other employment that might cause a conflict of interest with NairoBits Trust to their manager. Where there are external involvements that do not represent a conflict of interest, these must not affect performance or attendance whilst working at NairoBits Trust. If such involvement does affect performance or attendance it shall be considered a conflict of interest.
- d) Employees must not set up or engage in private business or undertake other employment in direct or indirect competition with NairoBits Trust using knowledge and/or materials gained during the course of employment with NairoBits Trust.
- e) Engaging in other business interests during work hours shall result in strong performance improvement action.
- f) Failure to declare a potential, actual or perceived conflict of interest or to take remedial action agreed with NairoBits in a timely manner, may result in performance improvement proceedings including dismissal.

6 SALARY ADMINISTRATION

6.1 Policy

- (a) Staff salaries shall be based on factors of performance, qualification and job value which shall be administered within staff salary and benefits policy guidelines, and as agreed from time to time by the Board of Trustees.
- (b) The Board of Trustees shall be the custodian of the Salary & Benefits guidelines and they may delegate this responsibility to the Executive Director and Finance Manager.
- (c) Salary increases shall be awarded based on performance review and appraisal process. These may be awarded or withheld at the discretion of the Board of Trustees.

6.2 Entitlement

- (a) Each employee shall receive a monthly salary, payable in arrears on or before the last day of the month.
- (b) Each employee shall receive a pay slip for each month's pay indicating all the details of the monthly salary paid and deductions made.
- (c) All staff members, on joining the Organization, shall be required to submit their bank details including Name of the bank, branch and account Number, to which their salaries shall be remitted.
- (d) Salaries shall be paid to employees directly to their bank accounts, by cheque or in the mode stipulated in the employee contract agreement.
- (e) Salaries shall be payable less the prevailing statutory deductions and authorized deductions such as;
 - i. PAYE: Pay As You Earn.
 - ii. NSSF: National Social Security Fund.
 - iii. NHIF: National Hospital Insurance Fund.
 - iv. HELB: Higher Education Loans Board repayment. The staff shall be required to demonstrate proof of clearance of HELB loan where applicable.

- v. SACCO: Cooperative Deductions and contributions (where applicable)
- vi. Other - Explicit authority from the employee in writing.
- vii. Salary advances (where applicable)

6.3 Advances of Salary

- (a) A mid-month salary advance may be paid to any member of staff on or about the fifteenth day of each month with the approval of the Executive Director. Such an advance may not exceed 50% of the employee's net pay for that month and shall be recovered in full in the same month's pay.
- (b) Such salary advances and deductions must be computed to ensure that the employee receives at least 30% of their salary at the end of the month.
- (c) No other advance shall be payable except in the event of real hardship arising from such unforeseeable circumstances as illness, death or unusual calamities such as destruction of property by floods, wind, fire, or any other reason at the discretion of management. The Executive Director shall give such cases consideration upon satisfactory proof of the circumstance. Salary advance paid under such hardship circumstances may not exceed two months' salary and may be recoverable in not more than 6 months period. The final deduction date must not fall outside the employees' contract period.
- (c) Only staff members who have been confirmed in appointment shall be entitled to this benefit.

7 BENEFITS AND ALLOWANCES

7.1 Staff Medical Scheme

NairoBits Trust shall operate a non-contributory Staff Medical Scheme which shall cover all Contract staff for in-patient and out-patient services. It shall be administered through an insurance scheme or other means the Board of Trustees may determine at its discretion.

- (a) All insured employees may seek medical services from any registered doctor or hospital under the Medical scheme.
- (b) Detailed information on the medical scheme and the approved service providers shall be maintained by the Finance Manager.
- (c) All new employees shall undergo a medical examination by a physician of the organization's choice.
- (d) The rules of this scheme may be revised by the Board from time to time

7.2 Group Personal Accident Insurance

- (a) NairoBits shall provide an insurance cover against work related injuries for all its Contract Staff.
- (b) The cover shall provide for payment of benefits agreed in the event of an employee sustaining bodily injury subject to policy exclusions.
- (c) Detailed information on the Group Personal Accident Insurance Scheme shall be maintained by the Finance Manager.
- (d) The rules of this scheme may be revised by the Board from time to time

7.3 Out of Pocket (Per Diem) Allowance

- (a) This allowance shall be payable when a staff member travels out of their duty station for officially approved duties / work assignments within and outside Kenya. A daily out of pocket (per diem) allowance to cover accommodation, meals and incidentals shall be paid.
- (b) Per diem rates will be revised from time to time in line with the cost of living and location of the assignment, subject to availability of funding and at the discretion of

- the Board. Such rates shall be maintained by the Finance Manager and will comprise
- (i). Local and Regional Countries rates, and (ii). International rates
- (c) The staff member shall not need to account for such money through receipts except as may be required by the funding agency. The staff member shall need to submit evidence of duration in the field in the form of a hotel or other receipt.
 - (d) Per diem for overseas travel, including cost of overseas travel and accommodation, shall, as far as possible, be expected to be met by the hosting party. The hosting party will determine applicable allowances payable to the staff whilst out of the country. Where possible, such terms will be communicated to the staff before leaving the country. The staff shall not need to account for such allowances except to the extent required by the funding agency.

7.4 Travel Expenses

- (a) Staff members shall receive travel advances for travel that has been duly authorized.
- (b) Travel Expenses are to cover expenses incurred in the course of approved duty and do not form part of personal emoluments.
- (c) The advance must be accounted for within one week upon return from the trip, failure of which, the advance will be recovered from the employee's salary without reference to the staff member concerned.
- (d) The rates applicable shall be set by the Board and maintained by the Finance Manager and may be revised from time to time subject to availability of funds.

7.5 Mileage Expense

- (a) In the event that a member of staff requires use a personal vehicle on official duty, written authorization must be obtained from the Executive Director.
- (b) Mileage expense shall be payable for such use of own vehicle.
- (c) The rate of this expense will be set by the Board and maintained by the Finance Manager and may be reviewed annually to keep pace with the prevailing rates of the running cost per kilometer for 1800cc engine capacity vehicle, irrespective of the car used. This shall be an all-inclusive cost and no further reimbursement will be applicable.
- (d) All mileage claims shall only be approved by the Executive Director where funding is available.

7.6 Transfer Allowance

- i. A transfer allowance shall be paid to a member of staff who has been transferred to a new duty station outside his normal city / town station. This allowance shall facilitate the staff's easy settlement in their new station.
- ii. The amount of this allowance shall be determined by the board and maintained by the Finance Manager. Such rates shall include (a) Transfer within the Country (b) Transfer Outside the Country but Regionally (c) Transfer Internationally.

7.7 NairoBits Savings & Credit Cooperative Society

- a) The staff of NairoBits may, with the approval of the Board, form a Savings and Credit Cooperative Society (SACCO), whose membership shall be voluntary.
- b) Formation, registration, and management of the SACCO shall comply with the rules and regulations outlined in the Cooperatives Act (CAP 490) of the Laws of Kenya, and any other regulations set out by the Commissioner of Cooperatives in Kenya.
- c) Should the SACCO so formed intend to run a Front Office operation (Banking Services), it shall comply with the requirements of the SACCO Societies Act 2008 of the Laws of Kenya and be licenced by the SACCO Societies Regulatory Authority (SASRA).
- d) NairoBits shall facilitate check-off payments from individual salaries to this SACCO, or any other SACCO a member of staff may choose to be a member of.
- e) When formed, such a SACCO shall be an independent entity from NairoBits Trust and shall be run and managed as such by its membership.

8 TRAVEL

- (a) NairoBits Trust shall meet the travel, telephone, internet and accommodation costs of employees who undertake officially approved assignments that require working / living away from their duty station.
- (b) NairoBits ability and success in securing funds is dependent on its ability to be accountable and transparent in the use of its resources. All members of staff shall be expected to act responsibly in incurring travel expenditure.
- (c) The staff member travelling shall be responsible for acquainting themselves of the rules and laws of the destination countries and shall take all possible precautions to operate within the jurisdiction of the law and its customary regulations. It shall be binding upon the hosting institution and the staff member to ensure that all their travel and work documents are in order before engaging themselves in the travel and / or work activity.
- (d) In the event that the staff member either knowingly or in ignorance engages themself in an activity that is illegal and leads to judicial proceedings, they shall be responsible for the costs of legal representation and its outcome thereof. This may lead to termination of employment.

8.1 Means of Travel and Type of Accommodation

Employees shall make official trips through the most economical means and shall seek reasonable and secure accommodation.

8.2 Travel on Official Duty

The Executive Director shall authorize all out of station travel. In all cases, a Travel Authorization Form must be filled and approved. No claims shall be entertained without this authorization.

8.3 Staff Transfers

- i. NairoBits reserves the right to transfer a member of staff from one duty station to another.

- ii. Where such transfer involves the movement of staff from one city / town to another, NairoBits shall meet the travel expenses of the staff as well as their personal effects, subject to the staff obtaining approval on the mode of transportation.

9 LEAVE

9.1 Definition

- a) Leave is authorized absence from duty of any employee.
- b) All leave is granted at the discretion of the organization and is subject to the exigencies of duty.
- c) The Executive Director may refuse, vary or cancel leave of any staff member at any time or grant it subject to such conditions that they may deem fit.

9.2 Annual Leave

- a) Every employee shall be entitled to an annual leave of 24 working days for each completed year of service. This translates to 2 days accrued for each month worked.
- b) An annual leave schedule shall be prepared at the beginning of the year indicating the period when each staff members may proceed on leave.
- c) Employees may take their annual leave in units of days after submitting a leave request and obtaining approval. The request shall be submitted to the Executive Director through their immediate supervisor at least **two weeks** before the period for which leave is required. Leave shall be granted after discussions with reliever and other staff. For one or two days leave, a notice of one week shall suffice.
- d) The Executive Director shall submit their leave request to the Board. Leave for the same shall be discussed with the reliever staff and the Board of Trustees.
- e) Employees shall take all their leave days within the year that the days are accrued. Approval to carry forward leave days may be granted in writing by the Executive Director. Not more than six days shall be carried over to the following year. Leave days not taken beyond these shall be forfeited to NairoBits. Only under exceptional circumstances should a request be made to carry forward leave days to the next year. During the Christmas break the office shall close for a number of days. Such days shall be deducted from staff annual leave.
- f) Leave requests shall be considered and assessed with due regard to the needs to keep the work of NairoBits Trust going on throughout the year. Therefore staff may be asked to re-schedule their leave.

9.3 Sick Leave

- a) Employees who have been confirmed in their position shall be entitled to sick leave of one month with full pay and another one month at half pay in any one year of service in line with the current labour laws. After six months of continuous absence from duty due to illness, the employee may be retained on the establishment of NairoBits Trust without pay, or be retired on medical grounds. A disability insurance cover to cater for any disabilities that render staff unable to work shall be taken out for all employees.
- b) Staff on probation shall be eligible for 15 days sick leave on full pay and thereafter 15 days on half pay. The duration of the probation period may be extended by the same number of days depending on:
 - i. Proportion of probation period outstanding
 - ii. Demonstrated performance of the staff concerned
- c) Staff are required to produce certificate of incapacity, which must be signed, by a registered medical practitioner and cover the period of sick leave claimed.
- d) Staff are responsible for informing their immediate or other supervisors promptly of absence due to illness or injury or any other circumstances.
- e) Staff shall not be eligible for sick leave in respect of any incapacity due to gross carelessness on their part.
- f) Sick leave cannot be carried over.

9.4 Maternity Leave

- (a) A female employee shall be entitled to **three months** (90 consecutive days) maternity leave with full pay provided and shall not forfeit her annual leave in that year.
- (b) A written request for maternity leave must be submitted not less than **seven days** in advance, (or as may be reasonable in the circumstances).
- (c) The employee must submit a written doctor's statement, indicating the anticipated delivery date.
- (d) The employee should inform the organization of the expected duration of her maternity leave so that the necessary cover in her absence is planned for until her return.

9.5 Paternity Leave

- a) A male employee shall be entitled to two weeks of paternity leave with full pay. Paternity leave shall not be accumulated and shall not be granted unless it is within one (1) month from the date of birth.
- b) An employee requesting paternity leave must produce proof of paternity when applying for paternity leave.
- c) A written request for Paternity Leave must be submitted to the Executive Director at least **two weeks** before the due date.

9.6 Study Leave

Staff may request study leave:

- a) To undertake full-time scheduled courses;
- b) To undertake a full-time project assignment for a specified time;
- c) To write exams and/or study privately.
- d) Study leave can only be taken after approval by the Board. For courses that are related and generate from NairoBits work, time off to attend the whole course may be availed after discussions with management and other members of staff.
- e) Self-development studies shall have to be attended during one's own free time, annual leave or an unpaid leave sought.

9.7 Compassionate Leave

- a) Compassionate leave with pay may be authorized by the Executive Director where an employee is required to attend some urgent and unexpected personal affairs, e.g., death of an immediate family member i.e. parents, spouse, child, brother or sister.
- b) Applicable Compassionate Leave shall be as follows:
 - i. Death of a spouse or child – 10 days
 - ii. Death of a parent – 5 days
 - iii. Death of a brother or sister – 3 days
 - iv. Marriage of self, parents, sibling or child – 1 day
 - v. Emergency or critical illness involving spouse or children – 2 days

- c) In each case, the staff must provide evidence of need for such leave and the Executive Director must authorize the leave in writing.
- d) Compassionate leave shall not in any case cumulatively exceed fourteen (14) days in any calendar year; otherwise such leave shall be without pay.
- e) For other extended family members' functions and for any other personal issues, staff may apply for leave deductible from their annual leave.
- f) Where possible, a request for Compassionate leave should be submitted to the Executive Director at least **3 days** before due date.

9.8 Leave without Pay

- (a) Where the staff has extended their leave days, they may apply for leave without pay.
- (b) After prior consultations with the immediate supervisor, Executive Director and approval by the Board, an employee may be granted unpaid leave. This shall not exceed the 24 days annual leave period.
- (c) No annual leave shall accrue to an employee during the period of leave without pay.
- (d) The request for leave without pay should be submitted to the Executive Director **two weeks** before the due date.

10 PERFORMANCE MANAGEMENT

10.1 Performance Appraisal

- (a) All staff members shall be entitled to and shall undergo a regular review of their performance for the purpose of ensuring that NairoBits program goals and objectives are being achieved.
- (b) The annual appraisal shall be done at the beginning of each year. This shall have an input from all members of staff and their supervisors. The Executive Director's appraisal shall be filled by a Board member with input from other management staff.
- (c) The staff performance appraisal shall be participatory involving 180 degree appraisal methodology and shall involve the contribution of the staff and their supervisor.
- (d) Performance Appraisals shall be carried out using a standard form approved by the Board and executed by each manager.
- (e) The Performance Appraisal results shall inform decisions on increases in salary, promotion, training, retention and dismissal of staff.

10.2 Purpose

The purpose of the appraisal process is to:

- (a) Clarify performance expectations.
- (b) Assist in the enhancement and maintenance of adequate performance.
- (c) Provide a basis for various decisions relating to salary changes, transfers, promotions and terminations.
- (d) Encourage self-evaluation to initiate the process of self-development under the guidance of the immediate supervisor.
- (e) Focus on long term career development.
- (f) Provide development opportunities for the employee.
- (g) Act as a motivating force and lead to greater job satisfaction.
- (h) Enhance individual performance for NairoBits employees.

10.3 Performance Appraisal Procedure

The following specific processes shall be followed:-

- i. The supervisor and the subordinate shall jointly set goals for the subordinate for a specific period of time say 1 year with immediate milestones e.g. quarterly or mid-year.
- ii. The supervisor shall also set some intermediate review date when the goals shall be re-examined e.g. quarterly or mid-year.
- iii. Goals set shall be specific, measureable, achievable, realistic, and time bound. In addition they shall be challenging, clear, comprehensive and be related to the needs of both NairoBits and the responsibility of employee.
- iv. The standard for measuring and evaluating achievement of the goals shall be agreed upon between the supervisor and the subordinate.
- v. The supervisor shall coach, counsel and play a vital role in assisting the subordinate to adjust his job behaviour to the set standards.
- vi. The appraisal form shall contain objective and fair metrics with clear explanations of how to score performance in order to assist in the evaluation.
- vii. The evaluation form shall contain two sections, one for the staff members' self-appraisal and the other for the supervisor.
- viii. The staff member and supervisor shall each fill in their section independently and submit their forms for combination into one form. The Executive Director shall appoint a staff responsible for combining the staff and supervisors' comments before the joint face to face appraisal session.
- ix. The supervisor shall give the staff at least 1 days' notice of when they shall seat for the appraisal. Prior to face to face appraisal interview, both the supervisor and the staff shall be served with the completed form containing the supervisors' and staff comments
- x. Issues brought forward during the appraisal process must be specific and factual
- xi. The issues / action points agreed upon shall be listed down and acknowledged through signing of the appraisal form.
- xii. Where an appraiser and appraise fail to agree on the performance review, the appraisee may appeal to the Executive Director in writing.
- xiii. A copy of the final completed appraisal form shall be kept in the employee's personal file.
- xiv. At the beginning of the subsequent year, the appraisal exercise shall review performance of the previous year and set goals for the coming year.

11 STAFF DEVELOPMENT, TRAINING & CAPACITY BUILDING

11.1 Objective

While human resource management envisages improving the use and performance of the already available workforce, the objective of human resource development shall be to increase the capability, quality and mix of the workforce in order to address shortages.

11.2 Responsibility for Staff Development

The responsibility for human resource development shall lie with the individual with support from the department / program's management as this is critical for sustainability and achievement of NairoBits objectives to meet emerging and existing stakeholder needs as well as individual aspirations.

11.3 Guidelines

This policy provides guidelines for the management of various training and capacity building needs for NairoBits.

11.4 Training Scope

- a) Training shall involve both in-house and external training.
- b) Where appropriate, the training participants shall receive a Certificate of Attendance or Proficiency from the training provider, on successful completion of formal training programs.

11.5 Training Opportunities

Training opportunities for staff and the Board shall be governed by the availability of funds and approval by the Board of Trustees and / or management for the employee to undertake any given training.

- i. Staff Training Needs Assessment (TNA) shall be conducted annually. In its place, a capacity assessment may be conducted.

- ii. The results / recommendations of such training needs assessment or capacity assessments shall constitute the basis for NairoBits organizing training to meet the identified training needs or capacity gaps, by incorporating them into the Annual Training Plan.

11.6 Training Approval

- a) The Management Team shall approve all employee training programs in consultation with the employee's supervisor.
- b) Such approval shall give preference to courses identified through Training Needs Assessments.

11.7 Supported Training and Bonding

- a) Training and development supported by NairoBits Trust shall be those that related to the individual employee's main duties and responsibilities.
- b) All staff nominated to participate in medium to long term training that is supported or paid for by NairoBits shall be bonded for a period of 24 months.
- c) A bonded staff member who, by reason of resignation or dismissal, leaves NairoBits employment before the expiry of the bond shall be required to reimburse NairoBits the cost of the training.
- d) The amount of reimbursement for default of the bond period shall be pro-rata the amount of time outstanding before expiry of the bond period.
- e) The reimbursable training costs shall be calculated to include the full rate of the tuition, travel, accommodation and per diem expenses incurred by NairoBits, and all the man hours spend during the training.
- f) The Board shall determine the training for which bonding shall apply and such record shall be maintained by the Finance Manager.
- g) It shall be brought to the attention of the participating staff that the course for which they have been nominated has a requirement for bonding, before they participate in such training.

11.8 Departmental Staff Development Plans

Each department shall establish individual staff development plans which shall be subject to review every year that address human resource planning and staff needs.

11.9 Capacity Building Activities

Capacity building shall be encouraged and implemented and such initiatives shall include but not limited to the following activities

- i. On the job training
- ii. Detailed staff orientation and induction program for new employees or employees moving into a new role or location.
- iii. Coaching, mentoring and supervision with the aim of improving capacity of carrying out job tasks and responsibilities.
- iv. Support to continuous professional development.
- v. In-service training programs.
- vi. Task Shifting (learning new skills through job rotation).
- vii. Job Enrichment (adding more responsibilities to an existing position).
- viii. Job Rotation (allowing staff to work in different department / programs to gain a broader understanding of the organization).
- ix. Delegation of tasks.
- x. Personal employee development through formal and informal seminars, talks and open forums.
- xi. Training organized by NairoBits Trust and/or other key partners.

12 GENDER POLICY

12.1 Preamble

NairoBits Trust recognizes that biased stereotypes in society prevent women and men to exercise their free choice and from taking full and equal advantage of opportunities for contribution to society and personal development.

12.2 Policy Statement

- i. NairoBits Trust shall actively promote gender equity in its organizational culture, programs and activities.
- ii. This shall be achieved through affirmative action where appropriate (without compromising long term potential and quality), through training and promoting the necessary behaviour and attitudes.

12.3 Organisational Culture

- a. Every staff has a right to contribute towards the elaboration and review of NairoBits Trust gender policy, as with any other organizational policy.
- b. It is the responsibility of every member staff to ensure that the gender policy is developed and carried forward and to participate in the implementation of the annual gender plan as appropriate.

12.4 Gender Focal Person

- i. NairoBits Trust shall nominate a gender focal person to monitor gender equity and application of this policy.
- ii. He/she shall be responsible for monitoring the implementation of an annual gender work plan.
- iii. The gender focal person shall be responsible of managing whatever financial resources are spent for the implementation on the annual gender plan.
- iv. The gender focal person shall be responsible for monitoring the implementation of an annual gender plan.

- v. The above shall be explicitly mentioned in the person's job description
- vi. NairoBits Trust shall ensure that the gender focal person is suitably equipped in terms of skills and access to new developments/innovations in the field of gender.
- vii. The gender implications of all the decisions taken by NairoBits Trust shall be considered as a matter of course.

12.5 Staffing and Staff Deployment

- i. NairoBits Trust shall strive towards gender balance at all levels in the organisation; however it recognizes that having gender-sensitive personnel is most important in this respect
- ii. The management shall constantly review the men/women ratio in the organisation.
- iii. The job description for all staff shall be gender-sensitive
- iv. Pay and conditions of service shall not discriminate between women and men; men and women shall receive pay in accordance with the position held in the organisation.
- v. Work shall be allocated so that, whenever possible, gender balanced teams are working together.

12.6 Staff Training and Career Development

- i. New members of staff, who do not have an appreciation of gender concerns at the outset, shall be inducted by NairoBits Trust to acquire gender sensitivity.
- ii. The development of gender skills amongst all staff shall be on going and reflected in NairoBits Trust training plan.
- iii. NairoBits Trust currently provides support to its staff to develop their individual skills and experiences: where affirmative action is required to redress imbalances between genders, NairoBits Trust shall take this in to account when allocating resources.

12.7 Work Methods, Styles and Resources

- i. NairoBits Trust shall provide adequate infrastructure and support to enable women and men colleagues carry out their work.
- ii. Whenever possible, work schedules shall take into consideration the special needs of women staff.
- iii. NairoBits Trust shall value the different styles of working e.g. women and men in non-traditional fields of work, more formal or less formal working environment, leadership styles, ways of chairing meetings.
- iv. NairoBits Trust shall promote innovative approaches to gender issues amongst its staff.

12.8 Dealing with Gender Insensitivity

- a) Where gender insensitivity arises, teamwork and problem-solving approaches shall be adopted to help colleagues develop positive attitudes.
- b) Should a case of sexual harassment arise, or where gender insensitivity has not been dealt with in accordance with the above, procedures to be laid out in NairoBits Trust' grievance and disciplinary policy shall be followed.

12.9 Programs

While NairoBits' activities shall reflect the needs of all marginalized groups, gender aspects shall be considered as follows:

- a) Training: NairoBits Trust shall whenever possible, seek to work with organisations willing to promote gender issues and equity.
- b) The design of NairoBits' training Program shall reflect a desire to promote gender sensitivity, as well as needs assessment, including the needs of women and how they differ from men's.
- c) NairoBits Trust shall ensure that as many women as possible (normally not less than one third of the participants) take part in its training Program and other activities.
- d) NairoBits Trust' training activities shall take into consideration the special needs of women participants (childcare, pregnancy, etc).

- e) NairoBits Trust training activities shall promote the active participation of women to promote their self-confidence; curricula shall include gender in specific sessions, as well as throughout the process.

12.10 Advocacy

NairoBits Trust shall aim at contributing to changes in policies that address gender concerns, both at local and national levels.

12.11 Networking and Documentation

- a) NairoBits Trust shall seek collaboration and alliances with individuals; organizations and institutions that promote gender sensitivity.
- b) NairoBits Trust shall generate, acquire and disseminate information resources and sources that address gender concerns.
- c) NairoBits Trust shall generate information, market and disseminate, it in such a way that it promotes access especially by women including non-literate women.

12.12 Monitoring and Evaluation

- a) NairoBits Trust' monitoring and evaluation shall reflect gender concerns and the application of this policy, including gender-disaggregated information.
- b) There shall be on-going monitoring of impact on men and women during training activities.
- c) NairoBits Trust' impact on gender relations shall be evaluated periodically every year.
- d) Learning sessions within NairoBits Trust shall reflect gender concerns.
- e) NairoBits Trust' documents and policies (quality standards, annual reports, brochures) shall reflect the content of this policy.

13 CHILD PROTECTION

13.1 Introduction

NairoBits recognizes that abuse of the vulnerable, whether poor, women or children is a world-wide phenomenon. One of NairoBits aims is to reduce vulnerability and to this end recognizes the importance of having a child protection policy and works to create a safe environment for children who benefit from NairoBits programs.

13.2 Purpose

- a) The purpose of these procedures is to ensure the safety and well-being of all the young people and children in our care and to safeguard them against any potential abuse. They will also safeguard the staff and participants from allegations that might arise from careless or unwise behavior.
- b) Concern for the safety and well-being of children is an important part of NairoBits work, and it is essential as part of this concern, that everyone recognizes that all children have a right to protection from abuse, violence and exploitation. It is never acceptable for a child to be abused and NairoBits must take steps to prevent abuse wherever it can by:
 - i. Avoiding situations where abuse is possible
 - ii. Raising awareness in all programs to ensure that abuse is not occurring
 - iii. Responding to the needs of all children it comes into contact with whenever it suspects they are being abused.

13.3 Definition and Terms

- a) “Child” is a person below the age of 18 years.
- b) “Child protection” is the term used to describe the responsibilities and activities undertaken to prevent or stop children being abused or ill-treated.
- c) “Child abuse” means situations where a child may experience harm, usually as the result of failure on the part of the parent or guardian to ensure a reasonable standard of care and protection.

- d) “Physical abuse” is the actual or likely physical injury to a child, or a failure to prevent physical injury or suffering to a child.
- e) “Neglect” is the persistent or severe neglect of a child, or the failure to protect a child from exposure to any kind of danger
- f) “Emotional abuse” is the persistent or emotional ill treatment of a child that adversely affects their development. It may involve conveying to a child that they are worthless, unloved and inadequate.
- g) “Sexual abuse” is the actual or likely sexual exploitation of a child or young person. It includes rape, incest, pornography and all forms of sexual activity involving children.

13.4 Child Safety and Protection Statement

- a) NairoBits shall protect children and young persons against spiritual, psychological and physical abuse, neglect, cruelty, sexual abuse and emotional maltreatment; any act in word or deed which debases, degrades or demeans the intrinsic worth and dignity of a child as a human being.
- b) NairoBits shall protect children and young persons against any unreasonable deprivation of basic needs for survival such as food and shelter and failure to immediately give medical treatment to an injured/ill child resulting in the serious impairment of their growth and development, permanent disablement or death.

13.5 NairoBits’ Commitment

- a) NairoBits will meet its commitment to safeguard children through the following means:
 - i. Awareness: ensuring that all staff and others are aware of the problem of child abuse and the risks to children
 - ii. Prevention: ensuring through awareness and good practice that staff and others minimize the risks to children
 - iii. Reporting: ensuring that staff and others are clear on what steps to take where concerns arise regarding the safety of children
 - iv. Responding: ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

- b) NairoBits will also ensure that it:
- i. Takes seriously any concerns raised
 - ii. Takes positive steps to ensure the protection of children who are the subject of any concerns
 - iii. Supports children, staff or other adults who raise concern or who are the subject of concerns
 - iv. Acts appropriately and effectively in instigating or cooperating with any subsequent process of investigation
 - v. Is guided through the child protection process by the principles of 'best interests of the child'
 - vi. Listens to and takes seriously the views and wishes of children
 - vii. Works in partnership with parents/carers and/or other professionals to ensure the protection of children

13.6 Code of Conduct & Behavioural Expectations

- (a) Do not take children alone to a solitary or dark place
- (b) Do not visit a child at home while the child is alone at home
- (c) Do not be involved in bathing or toilet activities except with preschoolers or children with special needs – and only then if done in an open way with another worker within hearing distance
- (d) Do not engage in inappropriate physical contact with children, including overly affectionate touching, suggestive behavior, rough physical play, or inappropriate tickling.
- (e) Do not take children home or any other place without at least one other person (can be another child).
- (f) Do not use harsh, harmful, threatening or insulting language when talking to a child.
- (g) Do not spend excessive time with any particular child/children or show obvious favoritism
- (h) Do not involve children in risky errands for the project, school or church
- (i) Promptly report any suspected abuse of a child to the Executive Director or any other authority
- (j) Create a warm and safe environment for children, treating them with dignity and respect

- (k) Use positive language, praise and encouragement
- (l) Affirm and value each child
- (m) Commit to using positive disciplinary practices whenever possible (e.g. responding positively to appropriate behavior, rewarding desired behavior.
- (n) Follow governmental / national policy regarding child discipline

13.7 Confidentiality

In responding to issues and concerns regarding possible abuse, staff and others must exercise extreme vigilance in protecting information and must pass on this information only to those people who need to be aware of it.

13.8 Responsibilities in Child Protection

It is the responsibility of all staff to raise awareness if they suspect abuse of any child or young person is taking place.

14 SEXUAL HARASSMENT

14.1 Existence of the Policy

NairoBits Trust shall undertake to ensure that employees are protected from sexual harassment through ensuring that this policy is observed in guiding the steps involved in the reporting of sexual harassment at the workplace.

14.2 Definition

An employee is sexually harassed if their supervisor or a co-worker or any other member of the organization:

- a) Directly or indirectly requests the staff for sexual intercourse, sexual contact or any other form of sexual activity that contains an implied or express; promise of preferential treatment in employment, threat of detrimental treatment in employment; or threat about the present or future employment status of the employee.
- b) Uses language whether written or spoken of a sexual nature.
- c) Uses visual material of a sexual nature.
- d) Shows physical behavior of a sexual nature which directly or indirectly subjects the staff to behavior that is unwelcome or offensive to that employee that by its nature has a detrimental effect on the staff's employment, job performance or job satisfaction.

14.3 Employee Rights

- (i) Every employee is entitled to employment that is free of sexual harassment.
- (ii) Assurance that NairoBits shall take steps to safeguard all staff against sexual harassment
- (iii) Assurance that NairoBits shall take such disciplinary measures as deemed appropriate against any person under the NairoBits direction, who subjects any employee to sexual harassment,
- (iv) Explanation of how complaints of sexual harassment may be brought to the attention of the Management;
- (v) Assurance that NairoBits shall not disclose the name of a complainant of sexual harassment or the circumstances related to the complaint to any person except

where disclosure is necessary for the purpose of investigating the complaint or taking disciplinary measure in relation thereto.

14.4 Support to Employee

- a) Sexual harassment at the workplace shall be handled confidentially and in a humane manner through the support of NairoBits management.
- b) Professional counseling and care shall be provided for any employee who falls victim to sexual harassment as may be required.
- c) The sexual harassment victim shall be assured of the disciplinary measures taken against the perpetrator of sexual harassment.

14.5 Policy Review

The sexual harassment policy shall be reviewed as the need may arise and copies of the latest version shall be available at the Finance or Administration office.

15 WORKPLACE SAFETY AND HEALTH

NairoBits shall ensure a safe and healthy working environment for all its employees. All NairoBits staff members shall be trained in administration of basic First Aid and cardio pulmonary resuscitation (CPR).

15.1 Safe Workplace & Equipment

- a) NairoBits shall ensure that necessary precaution as required by Law (Occupational Safety and Health Act, 2007), such as fire extinguishers, fire exits and First Aid Kits are properly maintained and shall be responsible for the training of all their employees in safety and health precautions.
- b) The organization will provide and maintain a working environment for employees that is safe and without risks to health and is adequate as regards facilities for their welfare at work.
- c) Provision of such protective equipment as is necessary for the health and safety at work of employees and contractors.
- d) Monitoring the effectiveness of health and safety provisions within the organization.
- e) It shall be a duty for everyone engaged in the NairoBits' activities to exercise responsibility and care in the prevention of injury and ill health to themselves and to others who may be affected by acts and omissions at work.
- f) No person shall intentionally interfere with, or misuse anything provided by the organization in the interests of health, safety or welfare.
- g) NairoBits shall supply medical and first aid boxes for treatment of minor injuries. The first aid box will be maintained by the Finance Manager or such other person as may be delegated this responsibility by management. He shall monitor and replace expired medicines in the first aid kit.

15.2 Safety & Health Committees

- a. NairoBits Trust shall establish a safety and health committee at the workplace in accordance with regulations prescribed in the OSHS Act, 2007
- b. In compliance to this requirement, NairoBits Trust shall on an annual basis select a safety and health committee of at least three members who shall meet on a quarterly

basis to coordinate health and safety matters affecting NairoBits.

- c. Minutes of all meetings shall be documented and shared with other employees. The committee shall be responsible for the following.
 - i. Identifying the health and safety training needs of the staff.
 - ii. Developing and updating a list of safety equipment.
 - iii. Organizing and coordinating employee training on health and safety equipment.
 - iv. Arranging for and coordinating safety audits.
 - v. Keeping copies of workplace accident reports and following up with the relevant experts the causes of reported accidents.
 - vi. Developing and publishing of workplace safety instructions, posters and bulletins.

15.3 Safety & Health Concerns by Employees

- a) NairoBits Trust shall not dismiss an employee, injure the employee or discriminate against or disadvantage an employee in respect of the employee's employment, or alter the employee's position to the detriment of the employee by reason only that the employee:
 - i. Makes a complaint about a matter which the employee considers is not safe or is a risk to his health;
 - ii. Is a member of a safety and health committee established pursuant to the OSHA 2007 Act, or
 - iii. Exercises any of his functions as a member of the safety and health committee.

15.4 Smoking Policy

- i. NairoBits Trust is a tobacco free zone. Smoking and use of tobacco is not permitted on NairoBits Trust property or in offices at any time.
- ii. Smokers who need to take breaks should do so in their allotted breaks (in addition to their lunch break).

- iii. Smoking breaks shall be limited to 10 minutes from leaving the workplace to recommencing work. These breaks must not be taken at the entrance to NairoBits Trust offices.
- iv. Excessive smoking breaks shall be regarded as absenteeism and performance improvement action may be taken.

15.5 Alcohol & Drugs Policy

- (a) NairoBits is concerned by factors affecting an employee's ability to safely and effectively do their work to a satisfactory standard.
- (b) The Organization recognises alcohol consumption or other drug abuse can impair short-term or long-term work performance and is an occupational health and safety risk.
- (c) NairoBits shall do its utmost to create and maintain a safe, healthy and productive workplace for all employees.
- (d) NairoBits shall have a zero tolerance policy in regards to the use of illicit drugs on their premises or the attending of other business related premises (e.g. clients) while under the influence of illicit drugs.
- (e) Contravening either of the points in (d) above may lead to instant dismissal.
- (f) Staff shall not attend work under the influence of alcohol or other intoxicating drugs. Contravening this policy may result in disciplinary action taken against the staff and may result in summary dismissal.
- (g) NairoBits Trust may, at times, makes alcohol available to staff over the age of 18.
- (h) Limiting the consumption of any alcohol made available is the responsibility of the employee.
- (i) Driving while over the legal alcohol limit or under the influence of illicit drugs or alcohol is illegal and punishable by NairoBits and the relevant arm of government.

16 HIV/AIDS WORKPLACE POLICY

16.1 Prevention of Infection

- (a) NairoBits shall encourage employees to appreciate the debilitating effects of the virus and the need for all workers to be empathetic and non-discriminatory towards workers with HIV/AIDS.
- (b) NairoBits shall also give workers the opportunity to express and discuss reactions and emotions caused by HIV/AIDS.
- (c) Specifically NairoBits shall make deliberate efforts promote prevention efforts particularly in relation to changing attitudes and behaviour through the provision of information and education.
- (d) NairoBits shall encourage and seek opportunities for staff to take part in awareness creating forums on HIV/Aids.

16.2 Gender Sensitivity

- a. All Programs to address HIV/AIDS concerns by NairoBits shall be gender-sensitive, as well as sensitive to race and cultural issues. This includes targeting both women and men explicitly, or addressing either women or men in separate Programs as well as recognition of the different types and degrees of risk for men and women workers.
- b. Information for women needs to alert them to, and explain their higher risk of, infection, in particular the special vulnerability of young women.
- c. Education shall endeavour to help both women and men to understand and act upon the unequal power relations between them in employment and personal situations; harassment and violence shall also be addressed specifically.
- d. Programs shall be aimed at helping women to understand their rights, both within the workplace and outside it, and empower them to protect themselves.
- e. Education for men shall include awareness raising, risk assessment and strategies to promote men's responsibilities regarding HIV/AIDS prevention.

16.3 Testing

- a) NairoBits shall not require nor subject its staff or potential staff for HIV/AIDS tests

for purposes of employment or continued employment.

- b) Any routine medical testing, such as testing for fitness carried out prior to the commencement of employment or on a regular basis for workers, shall not include mandatory HIV testing.

16.4 Care and Support

- (a) Solidarity, care and support are critical elements that shall guide NairoBits in responding to HIV/AIDS.
- (b) NairoBits shall encourage openness, acceptance and support for those workers who disclose their HIV status, and ensure that they are not discriminated against nor stigmatized.
- (c) Specifically, to mitigate the impact of the HIV/AIDS epidemic in the organization, NairoBits shall endeavor to provide counseling and other forms of social support to workers infected and affected by HIV/AIDS.
- (d) NairoBits shall allow those infected or affected to attend these counselling sessions during working hours.

16.5 Parity with Other Illnesses

- a) HIV infection and clinical AIDS shall be managed in NairoBits no less favourably than any other serious illness or conditions.
- b) Workers with HIV/AIDS shall be treated no less favourably than workers with other illnesses in terms of benefits, workers' compensation and reasonable accommodation.
- c) As long as workers are medically fit for appropriate employment, they shall enjoy normal job security and opportunities for advancement.

16.6 Counselling

- a) NairoBits shall encourage workers with HIV/AIDS to use expertise and assistance outside the organisation for counselling since this service is currently not available within the organization.
- b) To give effect to this, NairoBits shall take the following actions:

- i. Identify professionals, self-help groups and services within the local community which specialize in HIV/AIDS-related counselling and the treatment of HIV/AIDS,
 - ii. Identify community-based organisations, both of a medical and non-medical character that may be useful to workers with HIV/AIDS,
 - iii. Suggest that the worker contact their doctor or qualified health-care providers for initial assessment and treatment if not already being treated, or help the worker locate a qualified health-care provider if he or she does not have one.
- c) NairoBits shall provide workers infected with HIV/AIDS reasonable time off for counselling and treatment in conformity with relevant sections of this manual.

16.7 Privacy and Confidentiality

NairoBits shall ensure that information relating to HIV/AIDS counselling, care and treatment is kept confidential, as with other medical data pertinent to workers, and accessed only in accordance with rules pertaining to other confidential materials in the organisation.

16.8 Employee and Family Assistance Program

- a. NairoBits employee assistance programs shall be extended to include assistance to HIV positive workers and their families. This shall be done in consultation with the workers and their representatives, and may be done in collaboration with any other relevant stakeholders in accordance with resources and needs.
- b. The family assistance program shall include compassionate leave; invitations to participate in information and education programs; referrals to support groups, including self-help groups and other humanitarian support.

17 SEPARATION AND TERMINATION OF EMPLOYMENT

17.1 Resignation

Resignation is the willful and deliberate decision of the employee to leave employment with or without giving reasons.

- (a) Resignations must be done in writing to the immediate supervisor and copied to the Executive Director.
- (b) Resignation letters shall be submitted within the applicable notice period as stipulated in the employment contract of an employee or the employee shall be required to pay salary in lieu of the stipulated notice period.
- (c) NairoBits may accept the resignation or negotiate for an extended notice period. Likewise, NairoBits may opt to pay the staff in lieu of notice and relieve the staff of their duties immediately.

17.2 Termination of Employment Contract

- (a) Termination of the employment contract may occur based on either party giving adequate notice or pay in lieu of notice.
- (b) The following resignation notice periods shall apply:
 - i. Contract staff – 1 month
 - ii. Casual staff – 1 day
 - iii. Volunteers – 1 week
- (c) In case of termination of contract, an employee shall be required to complete a clearance form to confirm handing over of all items and documentation that have been in their care during employment.

17.3 Redundancy

- (a) Redundancy refers to the loss of employment, occupation, job or career by involuntary means through no fault of an employee, involving termination of employment at the initiative of the employer, where the services of an employee are superfluous and the practices commonly known as abolition of office, job or occupation, and loss of employment.

- (b) It arises when there are structural changes causing existing positions to be rendered redundant or inactive.
- (c) The result of this is that existing employees are terminated and their services are no longer required by the organization.
- (d) In case of redundancy, NairoBits shall inform all affected employees in writing on the anticipated redundancies giving at least one month notice.
- (e) The organization shall ensure that final dues are prepared for the employee which shall include:
 - i. Salary up to and including the last day of work
 - ii. One month's notice or one month's pay in lieu of notice
 - iii. Severance pay at the rate of fifteen (15) days' pay for each completed year of service
 - iv. Payment of unused leave, calculated at the rate of a daily wage per day.
 - v. Any other monies that the Organization may owe to the employee.
 - vi. All the above less any outstanding dues owing from the employee.
 - vii. All payments shall be subject to the applicable statutory deductions
- (f) The effective date of the redundancy shall be calculated to coincide with or be later than the date of payment of such final dues.

17.4 Summary Dismissal

- (a) This shall occur in cases of gross misconduct and the employee shall be discharged from their duties immediately without notice.
- (b) In case of summary dismissal, the labor law requirements shall be fulfilled hence payment of the employee salary and benefits up-to the date of dismissal.
- (c) Prior to summary dismissal, the employee shall be informed of the decision and expected to clear immediately from their duties including handing over of office assets.
- (d) Summary dismissal shall be done in writing and reasons provided for the summary dismissal.

17.5 Separation in Case of Death

- (a) All employees shall be required to complete and update the list of their next of kin.

- (b) Final dues shall only be paid to appointed administrators of the deceased's estate as per latest authentic record of the next of kin, within 30 days of receipt of death certificate.
- (c) In the case of a family dispute arising over the deceased's final dues, such payment shall be made to the appointed administrators of the deceased's estate as determined by a Court of Law.
- (d) A clearance form shall be completed by the Finance department detailing clearance details of the deceased employee.
- (e) A copy of the death certificate shall be kept in the file of the employee.
- (f) NairoBits Trust may provide additional support to the dependents of the deceased based on set limits and inclusions.

17.6 Separation on Medical Grounds

- (a) NairoBits Trust may, on the basis of medical opinion, require employee to retire on medical grounds.
- (b) Where possible, such staff shall be prepared through counseling and the retirement exercised in a most humane manner.
- (c) Such staff shall be paid their accrued terminal dues as by law established, including the following
 - i. Salary up to and including the last day of work
 - ii. Payment of unused leave, calculated at the rate of a daily wage per day.
 - iii. Any other monies that the company may owe to the employee.
 - iv. All the above less any outstanding dues owing from the employee.
 - v. All payments will be subject to the applicable statutory deductions.

17.7 Retirement

- (a) The general retirement age in Kenya is 60 years or as may be revised by the Government from time to time.
- (b) NairoBits Trust shall respect the retirement age and shall support employees to prepare for retirement through various programs and training on retirement planning.
- (c) Pre-retirement training programs shall be conducted two years to the retirement period.

- (d) Before attainment of retirement age, employees shall receive 3 months written notice.
- (e) On retirement, the staff shall receive payment of their final dues.
- (f) Employees who have achieved the age of 60 years and possess skills that are still required by NairoBits may be re-hired or have their contract extended on a need basis for specific tasks as shall be determined by the Executive Director.

17.8 Certificate of Service

- i. NairoBits shall give every employee a certificate of service upon the termination of their employment.
- ii. Unless the employment has continued for a period of less than four consecutive weeks, and every certificate shall contain:
 - (a) NairoBits' name and postal address;
 - (b) The name of the employee;
 - (c) The date when employment commenced;
 - (d) The nature and usual place of employment;
 - (e) The date when employment ceased;
 - (f) Reason why employment was terminated
 - (g) The general conduct / performance of the staff when under NairoBits employment
 - (h) Such other particulars as may be prescribed from time to time.
- iii. A certificate of service shall be issued by the Executive Director for all staff, and by the Board of Trustees for the Executive Director.

18 APPENDIX

18.1 Letter of Employment – Contract Staff

Date

Name.....

Postal Address.....

Telephone.....

RE: OFFER OF EMPLOYMENT

We are pleased to confirm your appointment to the position of _____ at NairoBits Trust.

The effective date of appointment is: _____.

The following terms and conditions of service shall apply.

Duties

The objective of your job is _____
A detailed Job Description outlining your responsibilities is attached.

Job category

Positions at NairoBits Trust are classified into job categories. The job category determines your salary scale. Your position falls within Job Category_____.

Duty Station

Your duty station is determined by the exigencies of work and may be changed from time to time. Your present duty station shall be Nairobi.

Supervisor

Your immediate supervisor is _____
You are obliged to obey all lawful instructions from your immediate supervisor. You are also expected to consult your immediate supervisor on all matters relating to this employment.

Hours of Work

The working week at NairoBits Trust is from Monday to Friday. Working hours commence at 9.00 am and end at 5pm. A lunch break of one hour is allowed.

Probation

You will be on probation for a period of three months during which, either party may terminate this employment by giving two weeks' notice.

Duration of Employment

This contract shall remain valid for a period of 2 years from the date of employment. Subsequent renewals shall be at the discretion of NairoBits Trust.

Remuneration

Your starting salary is KSh. _____ per month within job category _____. Salary progression shall be determined in accordance to the provisions of our Human Resources Policy & Procedures Manual which you are required to read and understand.

Benefits

Your entitlement to other benefits shall be as provided for in the Human Resources Policy & Procedures Manual which shall be reviewed from time to time.

Leave

You are entitled to annual leave of 24 working days for each complete year of service. You are also entitled to sick leave, compassionate leave, study leave and any other leave provided for by and on the conditions stated in NairoBits' Human Resources Policy & Procedures Manual.

Absence From Work

You may not absent yourself from work without prior authority of your supervisor. A medical certificate signed by a qualified medical practitioner must support absence due to sickness.

Disciplinary Action

In the event of any breach, disciplinary action shall be taken in accordance to the provisions of the employment act and NairoBits Trust's Human Resources Policy & Procedures Manual.

Separation

Either party may terminate this contract by giving one month's notice or one month's pay in lieu of notice. The provisions of the Human Resources Policy & Procedures Manual on separation shall apply to this contract.

Legal and Contractual Framework

Notwithstanding anything herein contained, this contract is subject to the Laws of Kenya as contained in the Employment Act and to the provisions of NairoBits Trust's Human Resources Policy & Procedures Manual.

Acceptance

This letter is given to you in duplicate. If the terms and conditions of this letter are acceptable to you, please endorse your acceptance on both copies of the letter. You will return the duplicate copy of the letter to us as soon as possible any no later than [7] days from the date of this letter, after which date the offer contained in this letter will automatically lapse.

We hope that your period of employment with us will be enjoyable and rewarding.

Yours sincerely

On behalf of NairoBits Trust

I, _____, accept the offer of employment with NairoBits Trust based on the above terms and conditions

18.2 Letter of Offer - Voluntary Service

Further to your application dated _____, we are pleased to accept services from you as volunteer worker on the following terms:

1. **Commencement Date:** _____
2. **Remuneration:** This position is voluntary and does not attract any salary or benefits.
3. **Field Allowances:** NairoBits Trust shall provide you with allowances to facilitate your work at such rates as will be determined by the Executive Director from time to time. Allowances are not a right and payments shall be subject to availability of funds.
4. **Probation:** You will serve on probation for a period of one month from the commencement date. Notice of termination will be one week on either side during this period.
5. **Training:** NairoBits Trust shall provide you with such training and exposure as deemed necessary for the performance of your duties as a volunteer.
6. **Conduct:** You will be expected to conduct yourself in a mature and responsible manner. At no time shall you make commitments on behalf of NairoBits Trust.
7. **Reporting To:** Your Line Supervisor shall be _____
8. **Duties:** Your duties will be as follows:

9. **Termination:** Your services may be terminated on one month's notice or immediately, in the case of gross misconduct.

Signed for and on behalf of NairoBits Trust

Executive Director

Date

I have read and understood the above terms of acceptance of my offer for voluntary services.

Volunteer

Date

18.3 Bio-Data Form

EMPLOYEE BIO DATA (attach 2 passport size colour photographs)					
Surname:		First Name:		Other names:	
ID No. (<i>Attach copy</i>)		Passport No. (<i>Attach copy, if applicable</i>)		Passport Expiry Date	
Date of Birth (dd/mm/yyyy)		Gender (Male/Female)		Marital Status	
Permanent postal Address:		Current Postal Address:		Telephone:	
Next of Kin Details (<i>May be changed at the beginning of every year</i>)					
No.	Name	Relationship	Address	Telephone	% Shares
1					
2					
Emergency Contact					
Name & Relationship		Address		Telephone	
Bank & Branch		Account Name		Account No.	
EMPLOYMENT DATA					
Appointment Date:		Job Title:		Staff Category (<i>Contract, Volunteer, Casual</i>)	
PIN No. (<i>Attach copy</i>)		NSSF No.		NHIF No.	
ACADEMIC QUALIFICATIONS					
Year : From		To		Institution	
EMPLOYMENT HISTORY					
Employer		Position Held		From: To:	

I hereby certify that the information given above is accurate to the best of my knowledge and belief.

Signature

Date:

18.4 Leave Application Form

Date	
Name of Applicant	
Position	
1.1.1.1 APPLICATION	
Nature of Leave	
Purpose of leave	
Days entitled	
Days previously taken	
Balance of leave b/fwd	
Number of days requested	
Days to carry forward	
Dates Requested	From:
	To:
Contact while on leave	Telephone
	Postal address
Employee	Comments:
	Signature:
	Date:
APPROVAL	
Supervisor	Approved/Disapproved
	Comments
	Sign: _____ Date: _____
Executive Director	Approved/Disapproved
	Comments:
	Sign: _____ Date: _____

18.5 Performance Appraisal Template

Name	A.N Other	Work Number	1234
Job Title	Trainer	Department	Training
Line Manager	G. Raffe	Manager Job Title	Training Coordinator
Date From	1/1/201x	Date To	31/1/201x
Performance Dimension	Training		
Performance Objective			
Measures of Success			
Due Date:	31/12/201x		
Achievements			
Comments			
Date:			
Performance Dimension	Lobbying and Advocacy		
Performance Objective			
Measures of Success			
Due Date:	31/12/201x		
Achievements			
Comments			
Date:			
Performance Dimension	Gender Mainstreaming		
Performance Objective			
Measures of Success			
Due Date:	31/12/201x		
Achievements			
Comments			
Date:			
Performance Dimension	Organizational Development		
Performance			

Objective	
Measures of Success	
Due Date:	31/12/201x
Achievements	
Comments	
Date:	
COMPETENCY ASSESMENT	
Competency	Rating Comments
Values and Conduct	
Communication & Interpersonal Skills	
Resource Management	
Work Management	
Staff Development	
Problem Solving	
Team Work	
Influencing Skills	
Personal Development	
OVERALL PERFORMANCE REVIEW	
Overall Performance Rating	<ul style="list-style-type: none"> • Exceptional Performance • Acceptable Performance • Marginal Performance • Inadequate Performance
Appraiser's Comments	
Appraisee's Comments	
Sign off Date:	31/01/201X

18.6 Travel Requisition Form

1. Name of Staff Member:
2. Title:
3. Purpose of Travel:
4. Itinerary Authorized by:
5. Duration of Trip: From To:
6. Who will take care of your responsibilities during your absence?

Name:

Pre-Travel Arrangements

- (a) Who is funding the travel?
.....
- (b) If NairoBits Trust, under what budget?
.....
- (c) Have external funds been received?
.....
- (d) Have the following arrangements been done?
 - Air ticket: Yes: No:
 - Hotel booking Yes: No:
- (e) Please confirm if you are familiar with the Laws of the land of your travel assignment.
Yes: No:
- (f) Also confirm whether you have all the necessary legal and work documentation in order before the travel: Yes: No:

Travel Advance

- (i) Travel Advance Requested by employee: KSh/US\$:
- (ii) Travel Advance Authorized: KSh/US\$:
- (iii) Signature of recipient.....Date:.....

NOTE: The travel advance must be accounted for within **two weeks** upon return from the trip. Failure to do so will result in the advance being recovered from the your salary without reference to you.

18.7 NairoBits Trust Discharge Form

Name of Staff Member:

Job Title:

ITEMS	DEPARTMENT	CLEARED BY	DATE
NairoBits property in employee's custody	Immediate Supervisor		
Petty Cash	Accounts Department		
Medical Card	Accounts Department		
Any other liabilities			

18.8 Certificate of Service

This is to certify that Mr/Mrs/Miss _____
joined **NAIROBITS TRUST** _____ Department
on _____ (date) in the position of _____
and left on _____
Reasons for leaving: _____
General performance of employee: _____

DISCLAIMER: This Certificate of Service does not imply any endorsement or recommend

18.9 Salaries & Allowances

The prevailing list of Salaries and allowances shall be maintained by the Finance Manager. They may be revised from time to time as shall be found necessary to be at par with the cost of living and shall be set by the Executive Director and approved by the Board.

Prepared by



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