



HUMAN RESOURCE POLICIES AND PROCEDURE MANUAL (HRPPM)

REVISED 2018

FOREWARD FROM MANAGEMENT

Dear GESCI Team Member,

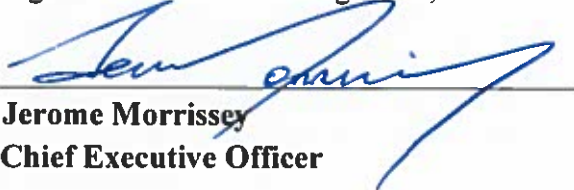
This manual provides details on GESCI's policies. All members of staff should read and understand them. We urge you to seek any clarification as may be necessary from your Head of Unit, your project Manager and /or the Chief Executive Officer.

The Chief Executive Officer reserves final arbitration on the interpretation of all policies, procedures and practices dealt with in this manual. The Finance unit, handling the Human Resources needs, will act as an advisory unit to ensure that these policies are followed.

The success of GESCI depends on your commitment and professionalism and, combined with team work, will provide the highest level of service to the communities we serve.

We look forward to your professional contribution and continuous support for the growth of GESCI

Signed on behalf of Management,



Jerome Morrissey

Chief Executive Officer

INTRODUCTION

This employee handbook summarises the key policies, procedures and practices related to human resource management in GESCI.

The Chief Executive Officer is accountable for leading an effective staff team and is thereby accountable for the development and implementation of the policies outlined in this manual. Managers of programmes/projects, responsible for the execution of roles and responsibilities within their own staff teams should reference this manual to ensure organizational consistency in the application of these policies.

The Manager, Finance & Operations is responsible for maintaining the procedures and systems which support human resource management for GESCI and is available to answer any questions or provide clarification on any content in this manual.

GESCI's benefits package, including medical insurance, Death and Disability Insurance is coordinated through Finance and Operations unit. Questions regarding the benefits package may be directed to senior management.

ACCEPTANCE AND ACKNOWLEDGEMENT ON RECEIPT FOR EMPLOYEE MANUAL

I acknowledge that I have received a copy GESCI Human Resource and Procedural Manual. I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the Manual. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from the manager and/or senior management. I understand that this Manual states GESCI's policies and procedures which are effective on the date of publication. I understand that nothing contained in the Manual may be construed as creating a promise or commitment to future benefits or a binding contract with GESCI for benefits or for any other purpose. Employment as a GESCI staff member and associated terms and conditions always remain conditional on funding provided to GESCI. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to the Manager: Finance & Operations.

Date: _____

Signature: _____

Employee Name: _____

1. SCOPE AND PURPOSE

GESCI views its staff as its most important asset and resource and the well-being and appropriate utilization of its staff is of critical importance.

This Human Resource Policies and Procedures Manual (HRPPM) represents the broad principles of human resources policy for the staffing and administration of GESCI and the fundamental conditions of service and the basic rights, duties and obligations of the Staff of GESCI (Staff Rules and Regulations).

The Constitution of GESCI provides that the Chief Executive Officer (CEO) is responsible for the implementation of human resource policies including the organization, appointment and dismissal of staff, subject to the general control of the GESCI Board. The Board is responsible for approving human resource policies and the appointment of the CEO. The CEO shall provide and enforce such policies and staff rules and regulations consistent with this manual as he or she considers necessary for the efficient conduct of GESCI's business. The staff rules and regulations contained herein apply to all staff members of GESCI.

Overall Human Resource Policy Statement

GESCI's overall human resource policy is to maintain and enhance the ability of GESCI staff to render excellent services to our members, beneficiaries and the community at large.

Objectives of the Manual

The objectives of this Manual are:

- a) To document GESCI Human Resource Policies and Procedures and to provide general guidelines with regard to GESCI human resource policies, procedures and practices.
- b) To ensure a uniform and fair application of human resource policies, procedures and practices in all areas so as to achieve consistency of management decisions
- c) To create an awareness of and to communicate to GESCI's staff, human resource objectives and general policy framework within which they are required to operate.
- d) To create an awareness of and to communicate to all staff members the fundamental conditions of service and the basic rights, duties and obligations of the staff of GESCI.

2. Review of the Manual

The Manual is subject to review by GESCI's management to reflect and to be consistent with GESCI's requirements and needs and with legal and statutory requirements in Kenya. GESCI's management may revise, supplement or rescind policies, procedures or benefits described in this Manual with or without notice.

3. Distribution of the Manual

The Manual will be distributed (hard copy or electronically) to all staff upon appointment and periodically whenever changes or revisions are made. Each staff member shall acknowledge receipt of this manual and the date of its receipt.

4. The Human Resource Function

The human resource functions shall be managed, on a day-to-day basis by the manager: Finance and Operations or another person so designated by the CEO. Such a person will also be known as the Human Resource (HR) Manager. Some human resource functions are also carried out by Managers as, from time to time, delegated to them by the CEO. The CEO retains overall responsibility over the human resource functions.

5. The role of the human resource function

The roles of the human resource function are to:

- initiate and develop appropriate human resource policies, procedures and practices for the efficient and effective management of GESCI;
- implement and monitor human resource policies and procedures as contained in the Manual;
- facilitate the recruitment and hiring of staff;
- assist in the establishment of an organization structure with clearly defined and documented roles and accountabilities (job descriptions including performance targets);
- provide fair and equitable compensation based on job demand and regular appraisal of an individual's performance;
- advise management on all human resource matters including proper utilization of available human resource;
- facilitate the achievement of a working environment which encourages staff development, motivation and enhances the personal dignity of staff members;
- co-ordinate the preparation of annual leave programme;
- advise Management on matters relating to discipline and the procedures to be followed in handling disciplinary cases;
- Be the custodian of the Manual and initiate regular reviews of the same.

6. Staff Records

- 6.1. A personal file shall be opened for all staff members. These files will be managed centrally by Finance & Operations unit. Information contained within these files will be treated as confidential and so access will be restricted to the line managers, senior managers and the CEO.
- 6.2. Copies of all key documents related to the staff in GESCI will be filed in his/her personal file.
- 6.3. Each staff member shall complete an employee data form that includes and not limited to; personal family details including marriage certificate for the spouse & birth certificate for children, telephone and email contacts, emergency contacts, physical/postal address, employment history, education and training information, list of dependents, next of kin, skills and interests.
- 6.4. All staff files shall contain relevant documents such as application letters, Identification documents, photographs, copies of education credentials, updated curriculum Vitae, medical examination certificate, duly completed, PIN, NSSF, NHIF, contract of

employment and offer/appointment Letter, Reference checklist and Leave record

- 6.5. The HR Manager shall maintain a record of information on each staff member. Such records shall contain information about name, marital status, dependents, change of address and/or telephone number, bank details, current title, salary, results of performance reviews, disciplinary actions and any other information as required by the relevant employment law in force from time to time.
- 6.6. These records will be updated as required by law and shall be maintained for such period as the relevant employment law requires. It is the responsibility of the staff to update his information record.

GESCI will treat all personal/ sensitive personal data as strictly confidential and will never use or process it other than for legitimate reasons. Individual members of staff may, on request, review their files.

2 DUTIES, RIGHTS AND OBLIGATIONS

2.1 Duties, Rights and Obligations of GESCI

GESCI is committed to ensuring that all staff members are treated in a fair and equitable manner at all times. It is the policy of GESCI to provide equal employment opportunities to all qualified staff members and applicants for employment without regard to race, colour, age, sex, disability, or any other classification prohibited under law. This non-discrimination policy extends to all aspects of employment with GESCI including recruitment practices, hiring decisions, promotion, layoffs, and treatment during employment, compensation, benefits, selection for training and termination decisions. In recognition of the international nature of the organization, GESCI will strive to maintain diversity among its staff.

It is the intention of GESCI to adhere to both the letter and spirit of all applicable employment laws and regulations in making any employment-related decision.

GESCI shall also:

- a) Initiate, develop and implement appropriate human resource policies for the efficient and effective management and operation of GESCI
- b) Facilitate the achievement of a conducive working environment which encourages motivation, creativity and enhances the personal dignity of staff members
- c) Make all reasonable efforts to ensure appropriate protection and safety for staff members in the performance of their duties. See Health and Safety Policy in Section 8.

2.2 Duties, Rights and Obligations of Staff

The nature of GESCI's work and the continued success of GESCI require staff of high quality, integrity, expertise and professionalism. The nature of GESCI's work also requires that staff have a special responsibility to avoid situations and activities that might reflect adversely on GESCI, compromise operations, or lead to real or apparent conflicts of interest. Staff shall therefore:

- a) At all times uphold high standards of the principles of honesty, integrity, hard work, commitment and dedication to work, loyalty to GESCI as employer, justice and fair play so as to be able to perform their work efficiently and effectively
- b) Maintain a high standard of business and professional ethics, demonstrate high level of honesty, transparency, accountability and discipline and portray a credible professional image at all times.
- c) Comply with local laws and honour their private legal obligations
- d) Use GESCI's facilities, property and resources for the benefit of GESCI and its clients
- e) Make no unauthorized commitments or promises binding GESCI or any of its employees
- f) Maintain the confidentiality of personnel and organizational processes and proceedings where such confidentiality is provided by policy or law
- g) Read and understand the Manual and comply with its provisions.

Disciplinary procedures set out in Section 9 of this Manual may be instituted against a staff member who fails to comply with his or her obligations and the standards of

set out here.

2.2.1 Prohibited conduct

The following specific instances of conduct are prohibited for all GESCI staff:

- i. Discrimination: GESCI does not entertain any form of discrimination whether by race, colour, sex, language, political or other opinion, nationality, ethnic or social origin, disability, pregnancy, mental status, HIV status or religion.
- ii. Harassment: Harassment in any form whether relating to gender, sexual orientation, marital status, age, religion, race, colour or disability or sexual harassment will not be tolerated in GESCI.
- iii. Nepotism: GESCI is averse to employment of staff based on nepotism and favouritism.
- iv. GESCI employment policy is based on appropriate qualifications, merit, honesty and personal integrity.
- v. Outside employment: GESCI staff members are not allowed to have outside employment over and above their employment with GESCI unless the CEO has expressly authorized such employment, which authorization may be withdrawn at any time if in GESCI's opinion such outside employment interferes with the business of GESCI.
- vi. Political activities: Whilst GESCI staffs are free to hold their own political views; these views should not interfere with the business of GESCI. A staff member of GESCI may not participate in political or other activities outside GESCI in any way which is detrimental to the proper performance of her/his duties. No staff member may use GESCI to promote her/his own personal political interests. All staff members of GESCI should note that GESCI is non-political and non-partisan.
- vii. Unprofessional conduct: that would bring the staff member's professional ethics, image or integrity or GESCI's reputation into question.

2.2.2 Avoidance of Conflict of Interest Policy

In view of the nature of GESCI's activities and the possible risk to GESCI's reputation, it is GESCI's policy that staff members do not accept gifts, benefits or favours (including non-work related hospitality) connected with their employment from any external party, including partners and/or clients as these may be interpreted as affecting their impartiality in dealing with such other party including partners and/or clients. Receiving benefits might also be seen to compromise their personal judgement or integrity and that of GESCI as an organization.

Where possible therefore, staff members should actively discourage external parties from offering gifts, benefits or favours. Gifts, benefits or favours should be declined wherever possible. The overriding concern is that the actions of GESCI staff members be above suspicion and not give rise to any actual or potential conflict of interest, and that their dealings with all external parties or organizations should bear the closest possible scrutiny.

GESCI staff is not be allowed to undertake paid consultancies or any other form of paid employment during the course of their employment. This includes evenings, weekends or while on leave.

In cases where payment is made in appreciation of work done by a member of staff, this payment must be declared and revert to GESCI.

a) Gifts

The receipt of gifts, as distinct from hospitality, by GESCI staff members from those with whom they have official dealings must be governed by the highest standards. For the purposes of these provisions, the term “gift” includes any benefit, which is given to a GESCI staff member free of charge or at a favourable rate. The following general guidelines provide a framework within which decisions in this area can be made. GESCI staff members must abide by these guidelines.

- Subject to any rules which the CEO may determine, a member of staff may accept and retain gifts of modest value (e.g. diaries, pens, etc.). Any gifts of more significant value should be refused or, if such refusal would cause offence, should be handed over by the GESCI staff member concerned to the Manager Finance and Administration.
- A gift, other than a gift of modest value, given to a GESCI staff member by virtue of his or her official relationship with the provider of the benefit must be regarded as property of GESCI. However, benefits under frequent flier schemes may be retained by individual GESCI staff members in recognition of the fact that official travel is disruptive to personal and family life.
- Particular care should be taken in relation to gifts from a provider of the benefit who stands to derive a personal or commercial benefit from their relationship with GESCI.
- Cash, gift cheques or any vouchers that may be exchanged for cash may not be accepted regardless of the amount.
- GESCI staff members may not solicit gifts, directly or indirectly.
- GESCI staff members may not approach any business with which they have contact through their official duties seeking sponsorship or support for any club, charitable organization, association, trade union or other organization. The CEO can apply discretion in the application of this rule to instances of very small patronage.
- GESCI staff members should not accept special facilities or discounts on private purchases from suppliers with whom they have official dealings.

b) Hospitality

Hospitality, as used here, is defined as the entertainment of staff members by clients, partners or other outside organizations or persons in the course of conducting GESCI business. It is impossible to lay down definite rules covering the acceptance of hospitality in all circumstances. It is accepted that GESCI staff members should not be put in a position where they cannot accept what are regarded as normal courtesies in business relationships. However, in their contacts with outside organizations or persons, every care must be taken by GESCI staff members to ensure that their acceptance of hospitality does not influence their official functions.

The following general guidelines provide a framework within which decisions in this area can be made or local rules formulated. GESCI may apply these rules on hospitality or make local rules derived from them.

- All offers of hospitality from commercial interests which have or might have contractual relations with GESCI must be reported by the GESCI staff member to the CEO for direction.
- No objection would normally be made to the acceptance of what is regarded as routine hospitality, for example, a business lunch. What may be regarded as “routine” for this purpose will depend on a number of factors such as the value of the hospitality offered, the frequency of offers, whether there is an element of reciprocity and the general circumstances in which it is offered (for example, whether it is offered by a company to all its customers or is directed at specific or potential customers). Certain types of hospitality (for example involving travelling abroad or holiday weekends) should not be regarded as routine and should always be referred to the CEO for direction.
- GESCI staff members should not accept offers of hospitality which go beyond the routine practices referred to above, except where acceptance of such an offer can be clearly shown to be in the interest of GESCI and has been approved by his or her Manager.

c) Outside employment and activities

On occasional bases, GESCI staff members are asked to carry out tasks for which they receive payment or other benefits-in-kind on behalf of bodies other than GESCI as a consequence of their official positions. While, in many instances, this practice does not give rise to problems, there are certain circumstances where difficulties may arise, such as where the task performed forms part of the official duties of a GESCI staff member or is performed during normal working hours.

The following guidelines provide a framework within which decisions in this area can be made.

- Where because of his or her official position, a GESCI staff member is invited to carry out work on behalf of an outside body, he or she shall notify the CEO in advance and may not seek or retain payment (other than appropriate travel and subsistence expenses) or other benefit where the proposed activity is part of the GESCI staff member’s duties. Where a payment is made, it should be surrendered to the Manager: Finance and Operations, who will lodge it to the GESCI account. Any non-cash benefit should be returned to the Manager Finance and Operations.
- Subject to any rules which the CEO may determine, a GESCI staff member may accept a

modest payment or benefit in kind if the task, while work related, is not an integral part of his or her official duties and is carried on outside of normal working hours.

- The question of whether or not a task is an integral part of a GESCI staff member's official duties may normally be determined by reference to the relevant work programmes. In case of doubt the GESCI staff member should request his or her Manager or in the case of a Manager, to the CEO to determine if the task is an integral part of official duties.
- Subject to any rules which the CEO may determine, in cases where no payment or other compensation arises, a small token gift may be accepted by a GESCI staff member by way of recognition.
- Where a GESCI staff member has any doubts concerning the propriety of accepting any payment or compensation from bodies outside of GESCI, the matter should be referred to a Manager for determination in accordance with the guidelines outlined above as soon as possible. If a GESCI staff member is unhappy with the decision of the Manager, he or she may appeal the matter to a Senior Manager or to the CEO within 7 days of such decision by the Manager.

Failure to observe these policies on avoidance of conflict of interest will be considered a disciplinary offence and will be subject to GESCI's disciplinary procedures as set out in Section 9 of this Manual.

2.2.3 Sexual Harassment Policy

GESCI strictly prohibits sexual harassment in the workplace. Examples of sexual harassment include, but are not limited to unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature.

No one with a supervisory role at GESCI is at any time to threaten or imply that an individual's submission to or rejection of sexual advances will in any way influence any decision regarding that individual's employment, performance evaluation, advancement, compensation, assignments or any other term or condition of employment. In addition, all personnel in a supervisory role at GESCI who either observe conduct that appears to violate this policy or receive a complaint of conduct that would violate this policy, must immediately report the incident to the Manager: Finance and Operations and/or to the CEO, so that an investigation can be commenced where appropriate. Where the complaint is against the CEO, the complaint may be made to the Board.

GESCI's policy similarly prohibits sexually harassing conduct by any GESCI personnel that may create an intimidating hostile or offensive work environment whether it be in the form of physical, verbal or visual harassment and regardless of whether committed by an individual with supervisory authority or by any other individual. Such conduct includes but is not limited to unwelcome sexual flirtations, advances or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display in the workplace of sexually suggestive objects or pictures.

Any employee who believes that conduct in violation of this policy may be occurring or may have occurred is urged and expected to report the relevant facts immediately to their Managers, to the senior management or the CEO or the Board (as the case may be). All

such reports will be investigated promptly, with an effort made to keep the source of the report as confidential as possible.

It is against GESCI policy for any retaliatory action to be taken against an individual for reporting a possible violation of this policy and/or participating in the investigation of an alleged violation of this policy.

Appropriate disciplinary action (up to and including termination of employment) will be taken against an individual found to have violated this policy.

2.2.4 Confidential Information

“Confidential Information” means any and all information of a commercial, financial or technical nature relating in any way whatsoever to the business of GESCI including, without limitation, know-how, information that results from research and development, business processes and information concerning existing or prospective partners and/or clients.

Much of GESCI's work is of a strictly confidential nature. GESCI's operations depend on ensuring that information relating to the operations and that of its partners and/or beneficiaries is protected. Further, GESCI wishes to establish and maintain a reputation for conducting its operations in a responsible and ethical manner. All staff members are expected to protect such Confidential Information and, through their actions, demonstrate their respect for GESCI's corporate values.

All staff members are required to protect and maintain the confidentiality of GESCI, partner and client information. Staff must not, except as authorized or required by law or by their duties, reveal any Confidential Information relating to GESCI.

Each staff member shall use best endeavors to prevent the unauthorized publication, dissemination or disclosure of Confidential Information or any part thereof.

In addition, each staff member shall not, either during the continuance of their employment or at any time thereafter:

- Disclose or communicate to any person or permit or enable any person to acquire any
- Confidential Information other than for legitimate purposes of GESCI.
- Use or attempt to use any Confidential Information in any manner which may injure
- or cause loss either directly or indirectly to GESCI or may be likely to do so or for any purpose other than in the discharge of the staff member's duties to GESCI;
- Sell or seek to sell to anyone Confidential Information; or
- Obtain or seek to obtain any direct or indirect financial advantage from the disclosure of Confidential Information other than for the benefit of GESCI.

These confidentiality obligations shall continue to apply after the termination of a staff member's employment with GESCI for whatever reason without any time limit, but shall cease to apply to Confidential Information which is divulged pursuant to a lawful court order or is in the public domain otherwise than through unauthorized disclosure by a staff member or any other person.

2.2.5 Statements

Staff shall not at any time, either during their employment or at any time after its termination, in relation to GESCI or its partners or clients, make any statement calculated or reasonably likely to damage it or any of them.

Staff shall not, without the prior consent of the Chief Executive Officer, make any statement for publication in the audio-visual, print, electronic or social media touching on or concerning the business or activities of GESCI or its partners or clients.

2.2.6 Records

Staff shall not during their employment by GESCI make, other than for the benefit of GESCI, any form of record on whatever medium relating to GESCI or its partners or clients ("the Records"). A staff member shall not, either while they are employed by GESCI or thereafter, use or permit to be used any of the Records other than for the benefit of GESCI. A staff member shall, promptly, whenever requested and in any event immediately upon the termination of their employment for whatever reason, deliver up to GESCI the Records and all other property belonging to GESCI and/or referring to Confidential Information, which shall then be in their possession or under their control, or which may have been prepared by the staff member in the course of their employment and they shall not retain any copies thereof. Title and copyright therein shall remain with GESCI.

A staff member shall not, without the prior authority of GESCI, remove from GESCI's premises or copy or allow others to copy the contents of any document, e-mail, computer disk, storage device or other tangible and/or intangible items which contains any Confidential Information or which belong to GESCI.

If so requested by GESCI, a staff member shall delete all Confidential information from any computer disks, storage devices or other re-usable material in their possession or under their control and destroy all other documents and tangible items in their possession or under their control, which contain or refer to any Confidential Information.

2.2.7 Inventions

If, while employed by GESCI, a staff member, whether alone or with any other person, make, produce or are responsible for any invention, discovery, process, business idea, improvement in procedure, or method of any description that relates to or could be used in any business operations of GESCI (an "Invention"), the staff member shall promptly give to the Chief Executive Officer full written details thereof and shall regard themselves in relation thereto as a trustee for GESCI.

Any invention, made or discovered, while in the employment of GESCI in connection with or in any way affecting or relating to the business operations of GESCI or any partner or client or capable of being used or adapted for use therein or in connection therewith shall belong to and be the absolute property of GESCI or such other party as GESCI may nominate for that purpose.

A staff member, if and whenever required so to do (whether during or after the termination of the staff member's employment), shall at the expense of GESCI or its nominee, apply or join in applying for letters patent or similar protection in Kenya or any other part of the world for any such Invention and execute all instruments and do all things necessary for

vesting the said letters patent or other similar protection when obtained and all right and title to, and interest in the same, in GESCI (or its nominee) absolutely and as sole beneficial owner or in such other person as GESCI may require.

Save as provided above or as required for the purpose of obtaining patent protection, as staff member shall keep all details of any invention confidential to themselves and any solicitor, counsel or patent agent instructed by the staff member. The staff member shall not, without GESCI's prior written consent, apply for a patent in any country in relation to any Invention belonging to GESCI and shall promptly inform GESCI if the staff member applies for a patent in any country for an invention belonging to the staff member.

Each staff member will be required to irrevocably appoint GESCI to be their attorney, in the staff member's name and on the staff member's behalf, to execute and do any such instruments or things and generally to use the staff member's name for the purpose of giving to GESCI (or its nominee) the full benefit of the provisions of this section and, in favour of any third party, a certificate in writing signed by any Director or Secretary of GESCI that any instrument or act that falls within the authority hereby conferred, shall be conclusive evidence that such is the case.

2.2.8 Copyright and Other Rights

If, while employed by GESCI, a staff member, whether alone or with any other person, creates any copyright work or design (including, without limitation, electronic teaching, electronic training or electronic testing products or methodologies, reference products, and syllabi targeted at the primary, secondary and tertiary education markets) or any other work or matter of any description (other than an Invention) capable of protection under the copyright, design right or other intellectual or industrial and commercial property laws of any country that relates to or could be used in the business operations of GESCI (a "Protected Work"), the staff member shall promptly disclose to the Chief Executive Officer of GESCI full details thereof in writing and shall, if requested by GESCI, hand over to it all copies or representations of the Protected Work in any material form but shall otherwise keep the Protected Work confidential.

To the extent that GESCI is not already the owner of the copyright, design rights and other intellectual or industrial and commercial property rights ("the Rights") in a Protected Work, the staff member shall hold the Protected Work in trust for GESCI and agree to assign (and, in the case of the copyrights and design rights, hereby assign by way of future assignment of copyright and design right respectively), all Rights therein in all countries of the world to GESCI absolutely and shall execute all documents and do all things necessary to substantiate GESCI's rights in the Protected Work and to obtain protection for the Protected Work in GESCI's name in any country.

The staff member shall irrevocably appoint GESCI to be the staff member's attorney in the staff member's name and on the staff member's behalf to execute and do any such instruments or things and generally to use the staff member's name of the purpose of giving

to GESCI (or its nominee) the full benefit of the provisions of this section and, in favour of any third party, a certificate in writing signed by any Director or the CEO of GESCI that any instrument or act that fails within the authority hereby conferred shall be conclusive evidence that such is the case.

2.2.9 Financial responsibility

Staff members shall exercise reasonable care in any matter affecting the financial interests of GESCI, its physical and human resources, property and assets.

2.2.10 External communications

Official communications with external partners must be pre-approved by the CEO or a Senior Manager. The following guidelines shall apply for various types of external communications to all staff.

a) Official letters:

All official letters from GESCI to an external partner shall be signed by or approved by the CEO or another person authorized by the CEO and the CEO shall be fully accountable for the contents of the letter.

The CEO shall sign all contracts or agreements on behalf of GESCI. During his/her absence, an alternate, authorized in writing, will sign on the CEO's behalf.

Staff members should direct all correspondences that are business related to the GESCI office address and not to their personal addresses. GESCI letterheads are to be used only for official communication. Stationary on which GESCI name or logo appears must not be used for personal purposes

b) Press Queries and media

All media queries received at GESCI must be referred to the Communications Manager who shall consult with the CEO. Staff members may not engage in discussions or correspondence with a media representative without the prior approval of the CEO.

Media queries received by staff members during the course of domestic or foreign engagements should be handled as carefully as circumstances permit. Wherever possible, staff members' responses should be consistent with stated GESCI policy and/or commitments, and staff members must avoid offering opinions that do not reflect these. It is important that staff members avoid offering personal opinions as these may be misconstrued as official GESCI policy. Under no circumstances may staff members make statements that be construed as representing offers of commitment on behalf of GESCI. If in doubt, staff members should refer queries back to the CEO for guidance in formulating responses.

c) Public Presentations, Public Statements and Speeches

Invitations to speak at or participate in (other than as a delegate to) public events (e.g. conferences, seminars or workshops) must be approved by the CEO before being accepted. All presentations intended to be delivered at public events must be approved by the CEO or a Senior Manager prior to delivery or, if earlier, prior to being released to the event organizers. GESCI standard templates should be used for all event presentations. Depending on presentation content and on the nature of the event, presentation materials should include copyright protection

3 RECRUITMENT AND APPOINTMENT

GESCI's recruitment policy is to recruit staff members of the highest caliber through a competitive selection process based on criteria determined by the needs of GESCI and the requirements of the position, paying due regard to the importance of recruiting staff on a diverse basis.

3.1 Types of appointment

Appointment to the staff of GESCI follows one of these categories:

- a) **Open-ended:** this is a full-time appointment of indefinite duration subject to termination by notice or for cause in accordance with the terms of the respective employment contracts.
- b) **Fixed term-appointment:** is an appointment of a fixed duration usually ranging from a few months up to 5 years subject to termination by expiry of the specified period or for cause in accordance with the terms of the respective employment contracts. Fixed term contracts are utilised where there is a specific project/programme to be carried out in a specific timeframe or fixed to a specific programme/project funding cycle or tied to the completion of a specific task. Conditional on programme delivery requirements, fixed term contracts may be renewed upon mutual agreement between GESCI and a staff member. Staff on fixed-term contracts may be transferred to open-ended contracts subject to programme funding and organisational needs,

3.2 Classification of posts and staff

The CEO and Board may periodically revise the classification system under use. In general, the posts and staff are classified as follows:

- a) **International Professional category:** international posts are subject to international recruitment and where global mobility and international experience are essential. International posts are only available to professional staff such as Managers (process, project and senior Managers), specialists and experts, project officers and other related posts. These posts usually require an advanced university degree and some minimum work experience.
- b) **National (local) Professional category:** These posts are subject to local recruitment where global mobility and international experiences are not essential or where specific local experience is required. National professional category posts are only available to professional staff such as Managers (process and project), advisors and experts, project officers and other related posts
- c) **Support category:** these posts usually require a high school diploma or equivalent or first university degree with some minimum work experience. Posts in the support category

include administrative assistants, receptionists, drivers etc. All support category staff are local recruited.

3.3 Recruitment procedures

3.3.1 Existence of a Vacancy

A Vacancy shall occur by the:

- i) Departure of an incumbent staff member.
- ii) Promotion of one staff member to a new position leaving the old position vacant.
- iii) Creation of a new position as a result of a review of the organization or due to programmatic requirements.

The CEO will approve any vacancy. Upon the CEO's approval of the vacancy, the Manager to whom the post reports together with the senior management will prepare or update the Job Description. The Job Description will contain as a minimum the following:

- Job title and reporting relationship
- Contractual nature of the job (e.g. international or local, open-ended or fixed-term)
- Location (e.g. Headquarter, country based)
- Key responsibilities and duties
- Educational and professional qualifications
- Experience required
- Performance targets
- Recruitment criteria such as specific skills requirements, personal attributes and capabilities must be approved by the CEO before the job is advertised. Once approval is given, the Manager to whom the post reports will forward the Job Description to Finance And Operations for advertisement.

3.3.2 Advertisement of Vacancy

It is GESCI's policy, subject to the relevant employment laws, to advertise vacancies when they occur in order to reach as many potential applicants as possible and thereby increase or have a broader base from which to select the best candidates. Where the Board so directs and subject to availability of funds, the services of recognized recruitment agencies or consultants may be utilized to identify suitable candidates particularly in respect of senior management categories.

All vacancy announcements will detail the Job Description for the post as well as a deadline for the applications and title and address of the contact person within GESCI. All potential applicants will be required to submit formal written applications within the deadline given in the vacancy announcement.

International vs. Local advertisement

International posts will usually be advertised internationally while local posts will be advertised only locally.

Internal advertisement

To strengthen internal capacity and provide opportunities for advancement, some vacancies, as determined by the CEO or the Board may be advertised exclusively internally i.e. only open to existing GESCI staff members. If no suitable internal candidates are found, the vacancy may be advertised either locally or internationally depending on the classification of the post.

3.3.3 Selection process

Selection of candidates for vacant posts will be based on qualifications and experience required. Typically, the selection process will follow the route outlined below:

Step 1: Long-list of all applicants prepared

Step 2: Short-list of most suitable applicants made based on qualifications and experience. Short-list will normally be between 5 and 10 candidates.

Step 3: Initial interviews by telephone or other electronic communication medium

Step 4: Face to Face or online interviews for the top 3 candidates after initial interviews where possible. Face to Face or online interviews may be conducted by 2 or more Staff of whom one is the recruiting Manager in a Panel format or through individual meetings.

3.3.4 Reference Check

The top applicants to a vacancy must have their references verified by email before appointment. The recruiting Manager or senior management will conduct the reference check. Internal candidates will not require reference checks.

A reference check may include previous employment verification, conduct and performance at previous employments, reviewing samples of previous work e.g. publications, verification of academic credentials or any other information pertinent to the vacancy as well as a criminal records check.

Candidates found to have a criminal record or candidates that provide pertinent information during recruitment which is found to be false after a reference check shall be automatically disqualified from appointment.

3.3.5 Medical Examination

Before an offer of employment is made, prospective staff members will be required to undergo a medical test to confirm fitness for the job. An offer of an employment contract will only be made after a satisfactory medical report from a recognized medical practitioner which confirms the fitness of the selected candidate to work in a full-time capacity in line with GESCI's job requirements. GESCI will nominate/approve the medical practitioner and will pay for this medical test and report. No payment will be forthcoming for subsequent treatments or medical appliances recommended

For all medical examinations, the prospective employee will be required to provide prior written consent to the examination.

3.4 Appointment Procedures

3.4.1 Offer of appointment

The offer of appointment will be made in writing subject to satisfactory reference checks and medical clearance, through a Letter of Appointment and/or a Contract of Employment detailing the terms and conditions of employment and the effective date of appointment.

The Letter of Appointment and/or Contract of Employment is signed by the CEO.

The Letter of Appointment for the Chief Executive Officer will be signed by the Chair of the Board or another designated Board member.

3.4.2 Acceptance of appointment

Acceptance of appointment will be accomplished by returning to the CEO a counter-signed copy of the Letter of Appointment within the specified date as mentioned in the offer letter.

3.4.3 Limitations on Appointment

a) Age

Persons younger than 18 years or older than 65 years old may not be appointed as staff members.

b) Close Relatives

A person who is the father, mother, son, daughter, brother or sister of an existing staff member is ineligible for employment by GESCI.

c) Spouse or Domestic Partner

The spouse or domestic Partner of a staff member may be appointed provided that he or she is fully qualified for the post for which he or she is being considered and that the spouse is not given any preference by virtue of the relationship to the staff member. In addition, a staff member shall not be assigned to serve in a post which is superior or subordinate in the line of authority to the staff member to whom he or she is a spouse or domestic Partner.

d) Visas and Work Permits

A person who is appointed to the staff of GESCI and who fails to qualify for a resident visa or work permit at their duty station will have their appointment withdrawn.

3.5 Orientation and Induction

An orientation programme will be in place to introduce newly employed staff to GESCI and to explain policies and staff member's professional responsibilities. The orientation programme will include discussion of the following:

- GESCI Vision and Mission Statement and corporate values
- GESCI Structure and Organization goals

- Job description and levels of responsibilities in the organization
- GESCI areas of operations, type of services provided by GESCI and general environment in which GESCI operates
- GESCI's Human Resource Policies and Procedural Manual

3.6 Probation

A formal probationary evaluation shall be conducted by the staff Member's Manager together with a senior management representative.

3.6.1 Length of Probation

The probationary period will be six months for all staff contract exceeding 12 months. The probation period may, with the agreement of the staff member, be extended for a further period (to a maximum of six months) by the staff member's Manager in consultation with a senior management. Extension may be necessitated if a staff member's performance is below a set standard or for disciplinary reasons. In this instance, the staff member is usually given a period of time to either improve their performance or modify their behavior before more severe measures are used in line with the Disciplinary and Termination policies in this Manual.

3.6.2 Evaluation during the Probationary Period

During the probationary period, the staff members immediate Manager shall:

- a) as soon as practicable, meet with the staff member to establish the staff member's job description and performance targets; and
- b) Provide the staff member feedback on the staff member's suitability and progress based on achievement of the set targets, technical qualifications and professional behaviors.

At the end of the first 6 months probationary period and at the expiry of any extension(s), a formal assessment of the staff member's performance, technical qualifications and professional behaviors shall be carried out by the staff member's immediate manager in consultation with senior management. A senior manager together with the immediate manager may also participate in the formal assessment. The results of the formal assessment will be documented and signed by both the immediate Manager and the staff member.

3.6.3 Decisions on Confirmation of Appointment

Confirmation

At the end of the probationary period, a decision to confirm a staff member's appointment shall be made by the staff member's immediate Manager, in consultation with senior management, based on the written assessment of the staff member's performance, technical qualifications and professional behaviors. The effective date of confirmation shall be the date specified by the Manager. The staff member will receive written notice of confirmation.

Non-Confirmation

At any point during or at the end of the probationary period, the staff member's immediate Manager may recommend to management to end a staff member's employment by seven (7) days' written notice of non-confirmation of appointment or payment in lieu of notice. The written recommendation to not confirm must be supported by:

- a) Prior written notice to the staff member concerning deficiencies in his/her performance, technical qualifications, or professional behaviors;
- b) Reasonable guidance and opportunity to demonstrate suitability for the position, and warning that failure to do so may result in termination.

The staff member shall be provided an opportunity to comment on the recommendation. The recommendation, together with any comments of the staff member, shall be submitted to senior management for a decision, which shall be made in consultation with the senior management and with notice to the CEO and which decision shall be final.

3.7 Changes in Terms and Conditions of Employment

As staff progress within the organization, there will be changes in their terms and conditions of employment. These changes will be communicated in writing to staff members within 30 days of any such changes being made. Such changes may include increase in salary, change of job title, change of location of employment, change to fixed term contract or full time, promotion, increase in salary upon attainment of an additional relevant qualification or a combination of the above.

The written amendments of employment will include details of the amendment, date on which the amendment was effective and confirmation that the amendment has occurred.

4 REMUNERATION AND BENEFITS

4.1 Introduction

It is GESCI's policy to endeavor to provide its staff members' salaries and other terms and conditions of employment that are competitive and also comparable to those offered by other similar international NGOs and agencies with aims and objectives similar to those of GESCI.

It is the responsibility of the CEO to develop and update GESCI's remuneration policy and structure for all GESCI staff members in accordance with the structure of the organization and the authorized staff establishment. The Board of GESCI shall consider and approve the remuneration policy and structure.

4.2 Salary structure

GESCI will have in place a salary structure which will stipulate the salaries and grading structure for the organization. The structure will ensure that the same criteria is used for placing staff and reviewing salaries for existing staff. There are 10 steps in each salary band for each grade.

TABLE 1- CLASSIFICATION OF ROLES AND REQUIREMENTS

Role	Academic Qualifications	Relevant experience (minimum years)	Management experience (if minimum years required)
Chief Executive Officer	Advanced university degree (Masters or higher)	15	10
Director of Programmes	Advanced university degree (Masters or higher)	10	5
Programme manager	Advanced university degree (Masters or higher)	7	4
Project Manager/ Senior Specialist	Advanced university degree (Masters or higher)	5	2
Process manager/Specialist	Advanced university degree (Masters or higher)	2	
JPO	Advanced university degree (Masters or higher)	1	
Project Officer/ Analyst	university degree	5	
Assistant Project Officer	university degree	5	
Clerk/ support staff	High-School Diploma	3	

The salary structure currently used will be subject to review by the Board on the recommendation of Management taking into account the financial strength of GESCI, the level of committed and duration of donor funding, the economic situation and yearly inflation rate and changes in the general cost of living.

4.2.1 Salary policy on appointment and promotion

For each new appointment to a post, the point of entry on the salary scale shall be specified in the letter of appointment and will normally be on the first (lowest) step of the level of his or her post unless otherwise decided by the CEO.

In exceptional cases, new hires with significant and relevant experience, a track record of achievement relative to the job specification and academic qualification above and beyond the minimum requirements, may start at a grade higher than the entry point. In such cases, each two extra years of relevant experience above the required minimum will count towards 1 step for purposes of determining starting salary. Annual increases based on performance, if required will follow the steps in each grade. Increase to steps 7,8, 9 and 10 will require at least 2 years with GESCI for each step.

On promotion, a staff member shall be placed at the first (lowest) step of the level of the post to which he or she has been promoted provided that the salary at this level is higher than that of the previous post. Where the salary at the promoted level is lower, the staff member shall be placed at the next lowest step of the level of the post to which he or she has been promoted that would ensure an effective salary increase.

4.3 Salary calculation and payment

Salaries for all GESCI staff is determined and contracted in Kenyan shillings / US dollars. Payments in a different currency will be at the market prevailing exchange rate at the date of payments.

Salaries will be paid monthly in arrears by electronic transfer on or before the last working day of each month to the staff member's bank account notified in advance to GESCI in writing. Payment will be net of all statutory deductions and other amounts due by the staff member. Pay for periods of less than one month will be calculated on the basis of actual days worked and any paid holidays falling within the period worked. GESCI reserves the right to alter the method of payment of salaries, as may be reasonably required from time to time.

All staff members will receive a payslip each month showing the amount of net and gross remuneration, and the nature and amounts of all deductions.

4.3.1 Salary Advances

Salary advances may be made to staff members under the following circumstances and conditions:

- In cases where staff members have not received their regular pay, through no fault of their own, in the amount due;
- Upon separation from service, where final settlement of pay accounts cannot be made at the time of departure, subject to the advance not exceeding 80 per cent of the estimated final net payments due;
- Upon change of official duty station and staff will need funds to secure housing and other expenses to allow them settle in the new duty station quickly, subject to the advance not

exceeding 50 per cent of the staff one month's salary

- Application for an advance in salary will be considered in cases of serious illness or in legitimate emergencies.
- The CEO, in exceptional and compelling circumstances, and if the request of the staff member is supported by a detailed justification in writing, may authorize an advance for any reason other than those enumerated above.
- The final authority to accept or reject an application is vested with the CEO.

An advance in salary shall not exceed one month's net earnings and shall be recoverable from the staff member's next salary earnings. All salary advances extending beyond one month may attract benefit tax for staff liable to taxation in their duty station or if on a home working agreement.

4.3.2 Acting - up allowance

Acting-up allowances are payable where an employee takes on 100% of the duties and responsibilities of a higher graded post for at least 4 weeks.

Acting-up is a temporary arrangement and will not exceed 6 months unless for exceptional circumstances eg. Maternity cover. A management review will take place at 3 months to consider the ongoing nature of the arrangements.

Acting up may occur as a result of:

- Temporarily filling a post until a substantive appointment can be made
- Filling a key post while another employee is on maternity leave
- Filling a key post to cover long term sickness absence
- Filling a key post as part of a significant organization or service pressure
- Filling posts due to other temporary extended leave arrangements e.g. secondments, career breaks.

Wherever possible, the duration of the period of acting -up should be indicated before it commences and will be confirmed in writing. In all cases, the arrangements and requirements for acting up should be regularly reviewed. Arrangements to cover a post through acting- up should be made at the earliest opportunity in order to ensure the most appropriate cover. Retrospective requests or backdating is not allowed.

If there is a deputy to the temporarily vacant position, ie. as clearly outlined within their existing job description, then that employee should be first for consideration to the acting up position. In the case of more than one individual being eligible to act into the temporary vacancy, it will be necessary for a selection process to occur. Senior manager should bring the opportunity to the attention of all eligible employees. If the manager wishes to reach a wider pool of employees or has been unsuccessful in identifying a suitable candidate, the acting up opportunity will be advertised internally.

Payment Calculations:

- (a) The employee will receive the full salary appropriate to the bottom point of the higher graded post.

(b) Employees who are on an existing protected salary and who then undertake acting up which is not higher than their protected salary, will not receive any further additional remuneration.

(c) Employees will be subject to all terms and conditions of the higher graded post ie. annual leave entitlement, notice period.

Temporary Responsibility Allowances

Temporary Responsibility Allowance (TRA) may be paid to staff member who are taking on additional responsibilities over and above those set out in their job description at either a higher, same and lower level and for a short period of time.

Applicability:

In cases of temporary transfers to a higher grade for a continuous period of at least four weeks (for any reason other than annual leave), an employee required to carry out the duties and responsibilities of the higher grade will receive a salary in accordance with the grading of the post temporarily occupied. The salary that is paid will be the lowest point of the scale for the higher grade assumed unless this would mean no increase in salary, in which case the employee will be paid one increment (on the higher scale) above his/her normal salary. Because this payment is paid on a temporary basis it is not pensionable and does not accrue any other benefits.

The Temporary Responsibility Allowance (TRA) is normally awarded for short periods only, (e.g. to cover a vacancy temporarily), not more than 6 months. However, in some instances (e.g. to cover a long-term sickness absence or maternity leave or to allow a department to defer a permanent reorganization or restructuring to a more opportune time) it may be necessary for the temporary appointment to continue beyond the short term. In all cases if the temporary appointment includes the incremental date for the postholder's substantive post the employee will automatically receive the usual incremental rise in his/her salary whilst on the higher grade. When he/she reverts back to his/her substantive post the postholder will do so at the incremental point he/she would have been on had there been no TRA.

If the employee undertaking the temporary appointment is at the top of her/his substantive grade and remains in that temporary role for more than 6 months, the staff member may move to the next incremental point on the higher scale. A management review will take place at 3 months to consider the ongoing nature of the arrangements. If his/her supervisors consider that the staff member has developed in the post and carried out in full the duties and responsibilities of the higher grade in a more effective and efficient manner because of being in the post for so long he/she should be treated as appointed to the post.

When he/she reverts back to his/her substantive post the postholder will do so at the incremental point he/she would have been on had there been no TRA.

Exceptionally, an employee may be given temporary responsibilities at a higher grade while retaining, in full, his/her existing responsibilities. In these cases the employee may be paid

additional increments above the lowest point of the higher scale. If it is agreed that the circumstances are exceptional the maximum salary to be paid will be the fourth point of the scale for the higher grade.

In cases where an employee does not carry out the full duties and responsibilities of the higher grade, an award of an ad hoc TRA payment may be made to the employee concerned. The amount of such an ad hoc payment will be related to the extent to which the duties and responsibilities have been undertaken and the length of time (including the initial four weeks) for which they have been required to be undertaken.

In exceptional cases where an employee assumes the responsibilities of another post of the same or lower grade, whilst maintaining his/her own duties, an award of an ad hoc TRA payment of 1 or 2 increments within that grade. In considering such cases GESCI will take into account the extent to which the duties and responsibilities of the other post have been undertaken (as in 4 above) having regard to the University's obligation of care to staff.

Payment Calculations

- (a) Payment will be based on the difference between the substantive grade, the grade of the duties being undertaken and the percentage of time spent on the new duties. The line Manager should make an assessment against the job description to determine the percentage of the role being undertaken.
- (b) The payment will be made on a fixed monthly value for the duration of the period for the additional responsibility allowance.

4.4 Benefits

4.4.1 Pension Contribution Allowance

At the moment, GESCI does not run a Pension Scheme. In lieu of the Pension Scheme, GESCI provides a pension contribution allowance equal to 10% of the staff member's basic salary once the probation period is successfully completed. The pension allowance is paid monthly in arrears through the payroll system together with the staff member's basic monthly salary provided that staff member will provide proof of contribution to a registered pension scheme or SACCO.

In the event that GESCI establishes a Pension Scheme, staff members will be eligible to join, and during the term of a staff member's employment remain a member of such Pension Scheme, subject to meeting any prequalification condition of the scheme. Further details of the Pension Scheme will be set out in this Manual from time to time. GESCI will make a monthly employer's contribution to the Pension Scheme equivalent to such percentage of the staff member's basic salary as may from time to time be decided by GESCI and subject to prevailing laws in relation to pension.

Staff Welfare Savings and Credit Cooperative Organization (SACCO)

To enable staff members to access loan facilities, staff members shall be encouraged to join an already existing SACCO or any SACCO of their choice. Staff members are free to contribute all or part of their Pension Allowance to the SACCO.

GESCI will assist the staff loan applications by ensuring that payroll deductions are made to make payment towards the loan. Staff will be encouraged to participate in the running of the SACCO they join.

Staff Provident Scheme

All staff members will be required to establish an Individual Provident Scheme at the approved institution or as per contract terms spelt out in the letter of appointment where staff c may pay part or all of the pension allowance.

4.4.2 Health/ Medical Insurance

GESCI provides a Health Insurance Scheme (HI Scheme) for all staff provided the staff member meets any prequalification conditions of the HI scheme. Under the HI Scheme, GESCI covers the cost of health insurance cover for the staff member, their spouse and up to four eligible children. The cover for these children is up to the age of 18 years. In certain circumstances, cover may be extended beyond 18 for fulltime unmarried students in a recognized third-level academic institution subject to GESCI's prevailing policy in this regard. All staff members shall be provided with a copy of approved doctors, hospitals, clinics and conditions covered (and conditions not covered) when they join GESCI and subsequently every year or wherever there is a change.

If a staff member is officially assigned to work in another country i.e. outside Kenya for a period of not less than one year and/or upon approval by the CEO, GESCI shall allow such staff members to take out or retain their own health insurance cover. In this case, GESCI shall reimburse the staff member the actual cost of cover for themselves, their spouse and up to four eligible children up to but not exceeding the equivalent cost under GESCI's HI Scheme as outlined above. The cover for these children is up to the age of 18 years and may be extended beyond 18 for fulltime unmarried students in a recognized third-level academic institution. The application for reimbursement must be supported by an invoice from the health insurance provider and is effective only from the effective date of the staff appointment.

GESCI Health insurance cover includes Inpatient, Outpatient, Maternity, Optical and Dental benefits. Staff will be required to familiarize themselves with the specified prevailing limits for each benefit that will apply to them and their eligible dependents.

4.4.3 Death and Disability Cover

GESCI subscribes to a Death and Disability Scheme ("D&D Scheme") to which all staff members are entitled to join, and during the term of their employment remain a member of, subject to meeting any prequalification conditions of the D&D Scheme. Under the D&D Scheme, GESCI covers the cost of death and disability insurance cover for the staff member alone. This scheme is implemented through Group Life Insurance (GL) General Personal Accident GPA/WIBA cover that provides for compensation to staff members

beneficiaries upon his/her death to a maximum of 8 times their annual salary regardless of the cause of death.

If a staff member is officially assigned to work in another country i.e. outside Kenya for a period of not less than one year and/or upon approval by the CEO, GESCI shall allow the staff member to take out or retain their own death and disability cover. In this case, GESCI shall reimburse the staff member the actual cost of cover for themselves, up to but not exceeding the equivalent cost under GESCI's D&D Scheme as outlined above. The application for reimbursement must be supported by an invoice from the death and disability insurance provider and is effective only from the date of the staff member's appointment.

All of the benefits set out above are subject to the rules and regulations of the relevant schemes as well as any limits of cover and decisions of the trustees/underwriters of the various schemes from time to time.

4.4.4 Relocation Benefits

Cover

GESCI covers relocation expenses for eligible staff. The expenses covered are travel and removal and shipment of the staff member's personal effects and household goods if applicable.

Eligibility

- a) **Appointment:** A staff member appointed to a post subject to international recruitment at the headquarters or another authorized duty station may be eligible for relocation benefits on recruitment and on termination of employment.

However, if the staff member has lived in the duty station area for a period of two years or more prior to appointment, the staff member shall not be eligible to receive relocation benefits.

- b) **Authorized change of duty station:** Any staff member who is officially transferred from one duty station to another will be entitled to relocation benefits on first move to the duty station and on termination of employment and/or removal to another duty station.

In addition, staff members eligible for relocation benefits will normally receive assistance towards covering the cost of temporary accommodation for a maximum of two weeks at the duty station on appointment or on official change of duty station.

Removal and shipment benefits

A staff member eligible for relocation benefits shall be eligible for shipment of personal effects and household goods for the staff member and their approved dependents upon:

- a) appointment from the place of the staff member's permanent address to the designated duty station;
- b) relocation from one designated duty station to the new designated duty station;
- c) termination from the designated duty station to the staff member's place of permanent address.

GESCI will pay the actual costs of shipment, in line with the policy on removal and shipment benefits stated below, subject to normal GESCI procurement procedures prevailing from time to time and the submission to GESCI of such vouchers (receipts & invoices) or other evidence of the expenses as GESCI may reasonably require.

Limitations: Removal and shipment benefits will only be available upon termination if utilized within 3 (three) months of termination of the employment and provided that the staff member's new employer is not covering their relocation costs. The CEO may grant a longer period not to exceed 6 months during which the benefit must be utilized or forfeited.

Policy on removal and shipment benefits

Household goods and personal effects (Full removal)

Staff members, eligible for relocation benefits and with a contract of more than 1 year or staff members on assignment to a new duty station for a period of more than 1 year, shall be eligible to have their household goods and personal effects transported by most economical means subject to the maximum allowances covered by GESCI as follows:

(a) Staff members without dependents - 4,890 kg (1,080 cubic feet); (b) Staff member with dependents - 8,150 kg (1,800 cubic feet).

This is known as a full removal and covers the costs of packing and lift vans if applicable.

4.4.5 Death of an immediate family member

In case of the death of an immediate family member and after successful probation, GESCI will provide a cash grant equivalent to one thousand dollars to the staff member per event to a maximum of two events in any one year. Immediate family member in this case shall mean only one spouse or domestic partner, children or parents of the staff member.

4.4.6 Limitations in the case of spouse staff members

Where both spouses are staff members, only one staff member shall be eligible for the benefits above (including relocation, death and disability, medical insurance, home travel). The two staff members must choose whom between them will receive the benefits and inform the management in writing.

Loss of entitlement to return travel expenses

- a) A staff member holding a fixed-term or continuing appointment who resigns before completing two year of service or within one year following the date of his or her return from travel on home leave or family visit, shall not be entitled to payment of return travel expenses for himself unless the CEO determines that there are compelling reasons for authorizing such payment.
- b) A staff member holding a temporary appointment who resigns before completing the full term of his or her appointment shall not be entitled to payment of return travel expenses for himself or herself.
- c) Entitlement to return travel expenses shall cease if travel has not commenced within two years of the date of separation. However, where both spouses are staff members and the spouse who separates first is entitled to return travel expenses, his or her entitlement shall not cease until two years after the date of separation of the other

spouse.

5. ATTENDANCE AND LEAVE

GESCI is a small organization whose work is predominantly advisory and knowledge-based to meet its development objectives. Staff members of GESCI are expected to work together in project teams, devising innovative solutions and approaches to GESCI's partners' needs and subject to tight deadlines imposed by GESCI's partners. The nature of this work calls for close team-work and collaboration, regular "knowledge consultation" or brainstorming, total trust in other team members and individual integrity and accountability. Team-cohesion in a situation where staff members come from diverse backgrounds and countries is paramount. The cyclic nature of the funding also calls for efficiency, effectiveness and proven impact of GESCI's work.

5.1 Hours of Work

Staff members are required to work the normal working hours which are 9.00 am to 5:30 pm Monday to Friday, with one hour for lunch. GESCI reserves the right to alter these working hours from time to time. The official working hours for all GESCI staff is 40 hours in a week.

Given the nature of GESCI's work described above, staff will be required, from time to time to work additional hours and undertake travel outside of normal working hours without additional remuneration.

Flexible working hours can be agreed between staff and line managers taking into account both individual needs and organizational needs. Such arrangements made within programme/project teams will need to be cleared by the CEO to ensure they do not jeopardize group activities or other organizational considerations. Any approved flexible working hours are not a right for the staff affected and flexibility is needed since organizational priorities should always take priority when there is conflict in time demands

Attendance and Punctuality

Attendance is a key factor in your job performance. Punctuality and regular attendance is expected of all employees. Excessive absences (whether excused or unexcused), lateness or leaving early is unacceptable and will be grounds for discipline up to and including termination.

5.2 Policy on Annual Leave

5.2.1 Annual leave entitlement

Annual leave entitlement for each staff member is set out in their contract of employment. The standard entitlement for full-time staff members is 24 days per annum. Calculations of annual leave for service of less than one year shall be made in proportion to the length of service. This means that leave accrues at the rate of 2 days per month. GESCI's annual leave year runs from 1st January to 31st December.

In cases where staff is necessitated to put in considerable additional time either during

public holidays or weekends, a line manager can recommend an appropriate acknowledgement of this additional work through time off for that staff member. Such provision should be taken at periods convenient to both staff and the organization and will need to be approved by the CEO.

Recall from Leave

GESCI may recall a staff member from leave or cancel authorization to proceed on annual leave due to an emergency situation. In such events, whatever annual leave days remain due to the staff member should be taken as early as possible within the same year or may be carried forward into the next year subject to the policy on accumulation on leave above.

5.2.2 Company holidays

In addition to annual leave, GESCI grants Company Holidays. Company Holidays are days when the GESCI offices are closed. Company Holidays apply to all staff, whether office-based or not. However, the leave can only be taken at this time. It cannot be carried forward and cannot be added to the annual leave entitlement.

Company holidays are granted at the discretion of management and may be changed from time to time. Currently, Company Holidays are as follows:

- Christmas: From the evening of 23rd December until the first working day of January i.e December 24th to January 1st), GESCI offices will be opened on the first working day following the new year in January
- Easter: 1 working day at the Easter weekend, being the Thursday before Easter. Including public holidays, this means that the GESCI offices are closed from Thursday to Monday inclusive.
- In case a staff member is a member of another religious group, it is possible to change these holidays to accommodate the requirements of that religion.

5.2.3 Public holidays

Staff members are entitled to public holidays in their country where they are working from. Each staff member should ensure that their public holidays are correctly listed on their annual leave record.

5.2.4 Application and approval process

Staff members are expected to manage their annual leave entitlements to ensure that:

- Leave is taken during the year and not accumulated or carried forward.
- Preliminary approval for leave must be sought from the line Manager in consultation with the Manager: Finance and Operations in writing.
- Notice of a minimum of 10 working days is given to the staff member's line Manager.
- There is minimum impact on GESCI programmes and activities that fall within the scope of the duties of the staff member.

Provided that there is minimum impact on GESCI programmes and activities, there is no

restriction on the number of days that may be taken at once by the staff member. Where the annual leave entitlement is divided into different parts to be taken at different intervals (e.g. due to work pressures or on request from GESCI), the staff member shall be required to consent to this division in writing. In addition, unless GESCI and the staff member otherwise agree and on condition that the length of service of the staff member during any leave earning period entitles them to such period, one of the parts agreed upon shall be at least 14 uninterrupted working days.

Final approval for leave must be sought from and provided by the CEO.

5.2.5 Records

Annual leave entitlements and time taken form part of the staff member's HR records. The HR Manager maintains an annual leave record for each staff member and this is the official record of the staff member's leave.

It is the responsibility of the staff member to ensure that the records held by the HR Manager are accurate and up to date and that the HR Manager is informed promptly about any changes.

The HR Manager uses the documented approval by the CEO to update the annual leave records. The HR Manager keeps the email approvals as supporting documents for the annual leave records.

5.2.6 End-of-year confirmation and approval

After the end of each calendar year, the HR Manager will provide each staff member with a copy of their annual leave record. Both the staff member and their line Manager are required to sign this record to confirm that it is accurate.

5.2.7 Carry forward of leave

Staff members shall not, except with the consent of the CEO, carry forward more than 5 days out of their annual leave entitlement beyond December 31.st Any approved days carried forward must be taken by 30th June the following year.

5.2.8 Leaving the organization

Upon termination of employment (for whatever reason):

- The Staff member may be required to take any approved outstanding annual leave during the period of notice.
- Where payment in lieu of notice is approved and given, GESCI shall pay any outstanding accrued but unused leave entitlement.

Accrued Annual leave shall not be automatically used to serve for notice period in the event of termination/resignation of employment. Work priorities permitting, GESCI will do its best to make time for leave during the notice.

- In the event that annual leave already taken by the Staff member exceeds the entitlement at the date of termination, the excess leave taken shall be deducted from the Staff member's final net salary payment or repaid to GESCI (as appropriate) at the rate of one day's salary for each day of leave already taken which is in excess of the accrued annual leave entitlement.

5.3 Special Leave

5.3.1 Compassionate and Emergency leave

The CEO may grant a staff member up to a maximum of 5 days' compassionate leave annually to cover the death or serious illness of a close member of the family. Close members of the family shall mean only one legal spouse or domestic partner, children, parents, brothers and sisters, grand-parents and parents-in-law.

5.3.2 Sick Leave

Staff members who are unable to perform their duties by reason of illness or injury or whose attendance at work is prevented by public health requirements will be granted sick leave.

Minimum and Maximum entitlement

A staff member's entitlement to sick leave shall be determined by the duration of the staff members' service with GESCI subject to a minimum and maximum and provided the staff member has completed at least two consecutive months of service.

A staff member is entitled to sick leave at the rate of two working days per month of completed service of which one day is at full pay and one day is at half pay subject to a:

- a) Minimum of 7 days at full pay and 7 days at half pay; and,
- b) Maximum of three months on full pay and three months on half pay regardless of length of service;

GESCI reserves the right to terminate employment on grounds of incapacity due to prolonged ill health if in the opinion of a medical practitioner appointed by GESCI a staff member has not recovered sufficiently to fully resume their normal duties after having exhausted all their sick leave entitlement.

Uncertified sick leave

A staff member may take uncertified sick leave for up to a total of seven working days in an annual cycle starting 1st January of any year, when incapacitated for the performance of his or her duties by illness or injury provided that the staff member does not take more than three consecutive days of uncertified sick leave. Part or all of this entitlement may be used to attend to family-related emergencies.

Certified sick leave

Sick leave taken by a staff member in excess of three consecutive working days at any time shall be required to produce a certificate of incapacity from a duly registered medical practitioner stating clearly the probable duration of absence from duty.

When these conditions are not met, the absence shall be treated as unauthorized absence.

Obligations of staff members

- a) Staff members shall inform their immediate Manager as soon as possible of absences due to illness or injury. This usually means within 2 hours after the normal starting time by telephone or other message. The immediate Manager should promptly notify the CEO and the HR manager of the staff member's absence due to illness or injury.
- b) Staff members shall promptly submit any medical certificate or medical report required under conditions to be specified by the CEO.
- c) A staff member may be required to submit a medical report as to his or her condition or to undergo a medical examination by a medical practitioner designated by GESCI. When, in the opinion of the designated medical practitioner, a medical condition impairs a staff member's ability to perform his or her functions, the staff member may be directed not to attend the office and requested to seek treatment from a duly qualified medical practitioner. The staff member shall comply promptly with any direction or request under this rule.
- d) A staff member shall immediately notify his or her Manager or the HR Manager of any case of contagious disease occurring in his or her household or of any quarantine order affecting the household. In such a case, the staff member may be excused from attendance at the workplace on the advice of a qualified medical practitioner which advice shall include the amount of time off required. If so, the staff member shall receive full salary and other emoluments for the period of authorized absence.
- e) A staff member shall not, while on sick leave, leave the duty station without the prior approval of the CEO.

Medical examination

Staff members may also be required to undergo medical examination during service as prescribed for certain classification of employment, to ensure that they are free from any ailment likely to impair their own efficiency or for the health of others and only for purposes of certifying fitness for the job in line with the inherent requirements for the job. In the event that a staff member is found to be unfit for the job, GESCI reserves the right in its sole discretion and subject to applicable employment laws to terminate the employment on grounds of physical incapacity or to agree with the staff member to change materially the employment relationship, for example, by reducing employment from fulltime to part-time.

In consideration of such change, the staff member will be required to sign and fully comply with an agreement setting forth the terms of the changed employment relationship and a general release satisfactory to GESCI.

5.3.3 Parental Leave

Maternity Leave

A female staff member shall be entitled to maternity leave for a total period of sixteen (16) weeks subject to the following:

- a) The pre-delivery leave shall commence six weeks prior to the anticipated date of birth upon production of a certificate from a duly qualified medical practitioner or midwife indicating the anticipated date of birth. The pre-delivery leave may be shortened to two weeks based on a certificate from a duly qualified medical practitioner or midwife indicating fitness to continue working;
- b) The post-delivery leave shall extend for a period equivalent to the difference between sixteen weeks and the actual period of pre-delivery leave, subject to a minimum of ten weeks; However, if owing to a miscalculation on the part of the medical practitioner or midwife, the pre-delivery leave was more than six weeks, the staff member shall be allowed post-delivery leave of no less than 10 weeks.
- c) The staff member shall receive maternity leave with full pay for the entire duration of her absence under subparagraphs (a) and (b) above.
- d) Sick leave shall not normally be granted during maternity leave;
- e) Annual leave shall accrue during the period of maternity leave;
- f) A staff member holding an appointment of a specified duration is not entitled to maternity leave extending beyond the date on which her appointment ends.

At the end of the maternity leave period, a staff member who is nursing shall also be entitled to paid leave of one hour per day for a period of two months following their return from maternity leave.

In addition to the 16 week entitlement of maternity leave, a staff member may make a written request for unpaid leave for an additional period not to exceed 16 weeks. Such unpaid leave for maternity reasons shall be granted at the discretion of the CEO.

Paternity Leave

A staff member shall be entitled to paternity leave of two weeks with full pay.

The leave may be taken either continuously or in separate periods during the year following the birth of the child, provided that it is completed during that year and within the duration of the contract if on fixed term appointment.

5.3.4 Study leave

GESCI recognizes the need for staff to develop their skills both within and outside the organization, therefore staff will be granted leave of absence on the days they sit for exams. GESCI will authorize a maximum of not more than 10 working days in a year for study leave which will be utilized when staff sits for exams.

Staff who intent to undertake private studies or those sponsored by GESCI will discuss ways in which they can be supported. In this regard, GESCI will encourage staff to pursue private studies and will grant study leave with or without pay depending on the case. Staff

wishing to apply for study leave must produce evidence of examination registration and examination schedule to the line manager before approval. All study leave requests will be approved by the Line Manager and a copy will be retained in staff file.

5.3.5 Leave without pay

Special leave without pay may be granted at the request of a staff member on a case by case basis and only by the CEO for study or research, in cases of extended illness, or for other important reasons. Such special leave without pay may not be granted for more than 6 months.

Staff members shall not accrue service credits towards sick and annual leave and home visit benefit during periods of special leave without pay exceeding one month. Continuity of service shall not be considered broken by periods of special leave.

5.3.5 Leave of absence for External Service

In exceptional circumstances, a staff member may request for leave without pay in order to work for another employer such as a GESCI partner country, donor agency or other development partner. Such a leave of absence may be granted at the discretion of the CEO and for a period of not more than 1 year. In such case, staff members shall not accrue service credits towards sick and annual leave and home visit benefit during periods of leave of absence with or without pay exceeding one month.

In other exceptional circumstances, where the leave of absence for external service is to last for less than one year or where the external service has been requested by GESCI and the external employer does not provide any remuneration to the staff member, the CEO may authorize leave of absence with full or partial pay and benefits.

Continuity of service shall not be considered broken by periods of special leave.

6 GESCI TRAVEL POLICY

6.1 Statement of Policy

The nature of GESCI's mission and organization means that its staff members may be asked to travel in the normal course of operations for meetings, conferences, and for other business reasons. It is the policy of GESCI to pay for costs incurred by staff members in the course of business-related travel, provided that the expenses are authorized, incurred and consistent with GESCI's mission.

6.2 Finance and administration arrangements

6.2.1 Approval to travel

Before travel is undertaken, it shall be authorized in writing by email. In exceptional cases, staff members may be authorized to travel on oral orders, but such oral authorization shall require written confirmation. A staff member shall be responsible for ascertaining that he or she has the proper authorization before commencing travel.

Staff members are expected to plan their travel assignments **as far in advance as possible** in order to minimize flight costs.

Travel for staff members should be initiated by a project or programme manager within the objectives of their project or programme. Individual travel proposals are formulated in conjunction with project/ programme managers and costed travel proposals are submitted to the senior manager and/or the CEO for approval. In the preparation of costed travel proposals, project or programme managers should consult the Finance and Administration team for cost estimates. Costed proposals should reach the senior manager and/or the CEO not less than a **month** prior to the proposed travel.

The costed travel proposal should include:

- a) The name of the person(s) travelling
- b) Itinerary with times and dates of departure and return
- c) Expected cost of flight, per diem allowance and other costs
- d) Programme to which the travel assignment relates (and where it is budgeted)
- e) Specific activity or task in the Programme's Work Plan to which the travel contributes
- f) Reason for travel

If the proposed travel dates / location / purpose / expected costs change then the travel proposal must be updated and major changes approved again. The final costed travel proposal should match the final itinerary as much as possible.

Advanced funds

In cases where a staff member requires a travel advance and have been approved for same, the staff member shall account for the advance within seven (7) days, following the date of return from the trip, by submitting all the travel expenditure itemized receipts/vouchers and the required documentation for approval.

The approved expense claim shall then be submitted to the Finance and Administration office to determine how much should be returned by or refunded to the travelling staff. The travel reconciliation documents must be approved before any recoveries/refunds are made. All outstanding un-reconciled travel advances for more than 30 days will be recovered through the payroll system.

6.2.2 Flights

All tickets for official travel of staff members shall be purchased by GESCI in advance of the actual travel. A staff member may be authorized to purchase his or her own tickets under conditions established by the CEO.

All flights must be booked by and through the Finance and Administration office. All travel must be economy class. Advice will be provided as to travel options, visa requirements and accommodation.

Once the booking has been made and confirmed by Finance and Administration, changes and cancellations must also be approved. Only changes due to legitimate business reasons will be considered.

It is the responsibility of the traveler to ensure that they have all the correct documentation prior to travel, including valid passport, tickets, visas, accommodation booking references etc.

6.2.3 Per Diem System

GESCI per diem rates are made up of a portion for accommodation and a portion for meals. The portions are usually expressed as a percentage of the per diem rate and the percentage allocated to accommodation and meals varies from city to city.

The Finance and Administration team use the flight itinerary or e-ticket to calculate the actual total per diem to be advanced. The per diem is based on the departure time from the staff member's home airport and the arrival time back. Where travel does not require a flight, the Finance and Administration need some other evidence of the trip. The Finance and Administration team will also clearly identify to staff travelling what proportion of the per diem is for accommodation and what proportion is for meals.

A partial day's travel related to an overnight trip (that is, the day you leave for an overnight trip or the day you return from an overnight trip) provides eligibility for certain meals depending on the start and end times of the travel. Departure from home at 6 AM or earlier on the first day of the trip entitles the traveler to a full day meals per diem. Likewise, arrival

at home at 7 PM or later on the last day of the trip entitles the traveler to a full day meals per diem.

Start/end time of trip must be shown on the per diem calculation sheet for first and last day of travel, and for all one-day trips.

If full-board accommodation is paid by GESCI (for example during a team meeting) or a meeting or conference organizer provides accommodation and/or meals, then no corresponding per diem is payable.

The per diem will normally be advanced to the staff before travel except for exceptional circumstances (e.g. emergency travel) where the staff member may claim back all legitimate business expenses after travel.

Accommodation costs

Lodging or hotel expenses are covered **at cost subject to the maximum provided for in the per diem rate** in the town or city where the staff member is staying on business. This means that the portion of the per diem for accommodation (i.e. Bed and Breakfast) requires proof of incurred expenditure i.e. expenditure i.e. original itemized tax invoice/receipts showing room charge per night and any tax thereon/ an original, detailed statement from the hotel showing payment in full is required. A credit/debit card receipt, bank statement or credit card statement, is not detailed and therefore does not meet this requirement. If accommodation is not available within the maximum provided for in the per diem rate, a special approval must be obtained in advance for the higher costs. Any difference between actual accommodation costs incurred and the maximum provided for in the per diem rate must be returned to the Finance and Administration Manager within 10 days of end of travel.

Meals

The portion of the per diem for meals as calculated from the prevailing per diem rate requires no proof of expenditure or return to GESCI except for tax purposes.

Taxes on per diem

Tax rules differ from country to country and in some countries (such as Kenya) the per diem or part of the per diem may be taxable. Tax on per diem does not apply for expatriates working for GESCI as long as they enjoy the tax exemption status in Kenya. All staff members are responsible for ensuring that they are tax compliant in their own country of residence. Staff members resident in countries where a portion of the per diem is taxable are advised to keep receipts for their own tax compliance purposes.

6.2.4 Other expenses

Staff members are allowed to claim all other approved travel and business-related expenses through their expense claim or travel cost statement. This includes visas, taxi fares, and specific business-related medical expenses. All expense claims must be supported by original itemized receipts.

In exceptional circumstances where it was not possible to obtain a receipt, a staff member may issue a “self-receipt” clearly detailing the expenses incurred, when and where the expenses were incurred and the nature of the expense. Any such receipt should be forwarded to the Finance and Administration office as part of the total expenses claim after being approved by a senior manager.

The traveler should record the expense to the best of his or her recollection. GESCI reserves the right to reject reimbursement of any unsupported expenditures over €25.

Staff members are responsible for fully completing their own expense claims, securing its validation by the project or programme manager and forwarding it to the Finance and Administration Office.

Specific expenses not reimbursable

- Sundry expenses covering personal effects such as razors, soap, toothpaste, souvenirs, health club facilities etc. are not reimbursable.
- Alcoholic drinks, mini-bar refreshments, video rentals or pay TV are not reimbursable.
- Laundry expenses for trips less than one week are not reimbursable
- Lost luggage and contents.
- Wrapping cost for luggage
- Credit card surcharges-GESCI will provide per diem prior to travelling.

Reimbursement of approved expenses

All expenses are reimbursed on a monthly basis together with the staff member’s regular salary payment unless otherwise agreed by a Senior Manager.

Employee Responsibility

Each employee is solely responsible for the timely reconciliation of his or her expense report providing full documentation as verification of each expense. GESCI requires that expense documentation provide a clear explanation of the business purpose. For assistance with documenting expenses appropriately, refer to the Chart of Accounts for GL account definitions, or contact Finance team for greater detail.

Manager Responsibility

Each approving manager is responsible for reviewing the expenses submitted by their direct reports for validity, accuracy, compliance and appropriate documentation prior to timely approval of the expenses.

Receipt Substantiation

In order for the foundation to remain in compliance with travel policy and reporting requirements, receipts must be submitted for expenses including hotel expenses, taxi expenses, visa fees etc. No receipts are required for airfare booked by Finance and Administration team through a travel agent as travel receipt information will be supported by their invoice to GESCI. Where a receipt is missing, the employee should contact the

supplier of the service/goods to obtain a certified copy of the missing receipt.

Payment of Per Diem, Travel advance and OPE

All payments and reimbursement will be processed through Electronic Funds Transfer (EFT) to the employee's bank account. In exceptional cases, employees can be issued with GESCI bank cheques to collect cash personally. No cash payment will be allowed whatsoever and no staff member is allowed to collect travel allowances (per diem/advances/OPE) on behalf on the staff travelling.

6.2.5 Local travel

Local travel is normally reimbursed based on actual itemized receipts through the staff member expense claim system.

6.3 Other related policies and issues

6.3.1 Safety, health and welfare while travelling

This is covered under Section 8 of the Manual.

6.3.2 Extended Stays

Staff may, subject to prior written approval by the line Manager, take personal time out of their annual leave entitlement and subject to the leave policy at the start and/or end of a business trip provided that this does not give rise to additional costs for GESCI or cause any disruption to GESCI business. Per Diem allowances will not be paid for this personal time. Staff should also note that the GESCI travel insurance policy referred to in section 6.3.3 below may not cover an extended stay.

6.3.3 Travel Insurance

GESCI provides travel insurance for all staff in all offices on authorized GESCI business. All staff should ensure that they have received a copy or proof of travel insurance from the Finance and Administration office.

6.3.4 Vaccinations

It is the responsibility of all staff members to ensure that they are up to-date with all appropriate vaccinations for travel. All vaccination costs related to official business travel shall be borne by GESCI.

7 PERFORMANCE MANAGEMENT AND STAFF DEVELOPMENT

GESCI recognizes that it's most important asset is its staff members who are expected to exhibit the highest standards of competence, efficiency and integrity in the discharge of their functions. Their performance will be appraised periodically to ensure that the required standards of performance are met by well-motivated staff members. GESCI will employ performance appraisal system where every employee is constructively and fairly assessed, and training and development needs identified and supported. The purpose of performance (which includes professional and work-place behavior) appraisal is for:

1. Establishing performance guidelines

The best way to consistently track exceptional performance is through an appraisal process that will be done regularly, one-on-one, and also through discussions on how the staff is expected to execute his job responsibilities that will be assessed at the end of the year.

2. Track strengths and weaknesses

We acknowledge that no one person determines an organizations success. Different staff bring different experience and strengths to the table, allowing projects to succeed with minimal delays. The best way to ensure the right staff come together is to track individual strength and weaknesses. Consistent performance appraisals make that information easily accessible when it is time to hand out new assignments.

3. Identifying promotion candidates

Hiring from within GESCI will keep organizational memory strong, allowing for continuity of management styles. With performance appraisals, hiring managers will look back over the applicant's entire work history to establish if an internal candidate is best suited for a promotion.

4. Offer feedback

Constructive criticism provides employees with the necessary information to improve their on-the-job performance. Staff will be informed about performance expectations and therefore they will be better placed to meet the challenges of excellence. Managers will give staff feedback about their performance on a regular basis thus opening up lines of communication, enabling a good working relationship and encouraging a spirit of collaboration. Both the manager and the staff will work together to tackle the roadblocks to success.

5. Introducing training programs

Performance reviews offer an excellent time to discuss additional training and continuing education requirements. Professionals need to stay up-to-date on industry best practices. Not only do training programs help keep employees current on new policies and procedures, they also help keep employees on the cutting edge of technology. Office software, project management solutions and even management philosophies change as businesses adapt to changes in the marketplace. The give and take of a formalized performance review system allows employees to feel comfortable during their daily work activities.

They will receive positive reinforcement for a job well done and corrections when necessary to correct bad work habits. It is important for employees to know where they stand in their workplace.

6. Meeting Job Expectations

GESCI will conduct performance appraisals to ensure staff understand their job expectations. Job descriptions and job specifications will document the tasks and duties for which staff are responsible. During the performance appraisal meeting, the manager will generally begin the meeting with an explanation of the employee's job. If there are any questions about performance expectations, they will be addressed immediately.

7. Achieving Organizational Goals

Performance appraisals will be used as a tool for measuring employee capabilities, skills and fitness. Evaluating the skills and talent that a staff brings to GESCI will assist managers and staff in identifying the staff's professional goals to ensure both the staff and GESCI are on the right track to achieving their goals.

8. Managing Succession Plans

Succession plan will form a key element in human resources management and executive leadership strategy in GESCI. Staff who possess expertise, leadership capabilities and the desire for promotional opportunities will be tapped for more responsible roles within the GESCI. In part, succession planning will depend on the most accurate appraisal of staff contributions and successes.

9. Identifying and recognising exceptional performance

GESCI will use performance appraisals as the key way to identify and recognize exceptional workplace performance. Performance appraisals and anticipated performance levels help determine budgets for salaries, wages, and other financial payments.

Any additional award of recognition shall be at the discretion of the Management and shall not constitute a legal entitlement on the part of the staff and shall be based on performance appraisal, past performance improvement, dependability, attitude, cooperation, disciplinary action taken, adherence to all employee policies and the salary range of the staff's position.

Criteria for the recognition of exceptional performance

- i EXCEEDS JOB EXPECTATIONS - Consistently exemplary performance, including in demanding situations or circumstances.
 - a. Staff member's performance is superior and consistently exceeds the requirements of the job. This exemplary high performance level is also seen in demanding situations and circumstances
 - b. Staff member excels in the accomplishment of all responsibilities, tasks, and objectives, having performed with the utmost excellence in each and all objectives of job performance on a sustained basis. He or she is widely recognized as an expert because of his or her own exceptional knowledge and authority.
 - c. Staff members decisions and recommendations are sound and are frequently related to the highest priority and most complex aspect of the position's responsibilities.
 - d. Staff member demonstrates a thorough understanding of the job, frequently perceives

aspects of the position which are seldom perceived by others and initiates, plans for, and accomplishes many innovative and valuable objectives for the unit/GESCI.

The Chief Executive Officer reserves the right to change the above criteria, overrule the criteria and recommend and approve awards in a different manner that prescribed above and in conjunction with the Board of Directors.

7.1 Annual Performance Review

The annual review procedures are as follows:

- a) At least once in a twelve months period, the immediate Manager and the staff member shall meet and discuss the staff member's performance (consisting of among others Main Tasks Performed as per job description and/or set goals, Professional Competence, Quality of Work, Quantity of Work, Work Relations, Work-place behaviour, Communication Skills and Supervisory Skills if applicable), achievements, strengths, areas for improvement, future development needs and future goals and action plans.
- b) The Manager shall provide the staff member with a written summary assessment of the staff member's performance during the review period.
- c) The Manager in consultation with the staff member shall establish in writing the development priorities for and the results to be achieved by the staff member during the upcoming review period.
- d) If during the review period the staff member has reported to more than one Manager for a period of three months or more, the Manager may request the other Manager(s) to provide supplemental written performance evaluations to the staff member.
- e) The staff member may submit written comments on the performance evaluation and any supplemental evaluation.
- f) The staff member shall sign the written performance evaluation and any supplemental evaluation to verify that he or she has participated in a performance review discussion and has read the completed evaluation. Should a staff member refuse to sign the performance evaluation or a supplemental evaluation, the Manager shall continue the evaluation process noting any reasons given by the staff member for the refusal, if any. In this case, the evaluation report shall be forwarded to a Senior Manager or the CEO for review. The CEO or Senior Manager will review the evaluation and provide comments either agreeing or disagreeing with the assessment and providing recommendations. The Senior Manager or CEO may meet and discuss with the staff member any issues as part of the review.
- g) The signed evaluation report together with any staff or Senior Manager/ CEO comments and recommendations will be sent to the HR Manager for filing.

A time table will be prepared by the CEO in consultation with the HR Manager for the completion of annual performance reports.

7.2 Managing unsatisfactory performance

If a Manager determines that a staff member's performance (which includes professional and work-place behaviour) is not satisfactory, the immediate Manager in conjunction with the line Manager will discuss, share and document opportunities to improve performance deemed unsatisfactory with the staff member in writing:

The aspects of performance that are not satisfactory,

- Guidance on what improvement is expected and by when, and
- The possible consequences of failure to improve.

The immediate manager in conjunction with the line manager may request that the CEO:

- a) Request a health assessment from a duly registered medical practitioner if performance problems are believed to be health-related.
- b) Consider reassigning the staff member to another position or assignment to a lower level position provided that the staff member has been given a reasonable opportunity to improve their performance.

In the case of failure to achieve or sustain satisfactory performance following a documented opportunity to improve, a Manager may recommend, with the concurrence of the CEO and the senior management termination for unsatisfactory performance as detailed under the section on Separation from Service.

7.3 Promotion /Advancement

Promotion involves the advancement of a staff member from one job category to another with more responsibility and authority. Promotion has an added cost/value. In the case of GESCI, promotion and advancement are synonymous although advancement could have wider connotations.

For GESCI, promotion will occur when, subject to GESCI's overall recruitment policy, a staff member is elevated to a more senior level post which has fallen vacant or is newly created. Such an elevation or appointment will be based on the recognition of the staff member's good and exemplary performance in her/his current post and her/his ability to perform higher duties and responsibilities. This will be determined through assessment and appraisal reports. An internal competitive process may also be required.

The effective date for promotions described above is the first day of the month following the promotion decision. Salary increases due to promotion will also start on the effective date.

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7.4 Professional Development

GESCI encourages staff members to pursue on-going professional development activities for self-advancement and for the good of GESCI. The CEO shall from to time provide guidelines on staff professional development.

8 SAFETY, HEALTH AND WELFARE AT WORK

As a Nairobi-headquartered organization, GESCI follows the guidelines of and complies with the Occupational Safety and Health Act of Kenya (2007) (the OSHA). The Safety Statement and Risk Assessment below apply to all GESCI staff regardless of location, including:

- Staff based at GESCI offices in Nairobi
- Staff working at Ministry or client offices
- Staff working from home
- Travelling on company business.

Many of the issues in the Safety Statement below are generic and apply to all types of offices. GESCI will, subject to the relevant law, undertake Risk Assessment audits periodically to identify issues relating specifically to GESCI and these issues are also included in the Safety Statement.

If there are any safety, health and welfare at work issues that Staff feel are not addressed in this document, they should be brought to the attention of management. No staff member shall be discriminated, dismissed, or disadvantaged in respect of their employment or have their employment position altered to their detriment by reason only that the employee:

- a) Makes a complaint about a matter which the staff member considers is not safe or is a risk to his health;
 - b) Is a member of a safety and health committee established pursuant to the OSHA;
- or
- c) Exercises any of his functions as a member of the safety and health committee.

8.1 Safety Statement

8.1.1 Introduction

This statement sets out the GESCI health & safety policy and the means through which that policy is to be implemented. Our objective is to provide a safe and healthy place of work for all staff members and to meet all our duties and obligations to our clients.

It is GESCI's intention to protect its staff members from accident or ill health at work. The organization will seek to ensure that all its equipment and systems do not constitute a risk to the Health & Safety of its staff members and GESCI will to the extent reasonable and practical consult with staff members on risk improvements.

8.1.2 Roles and Responsibilities

GESCI's approach to Health & Safety, as far as is reasonably practicable, will be to provide a safe place of work as well as:

- To prevent as far as is reasonably possible, any improper conduct or behaviour likely to put the Safety, Health & Welfare of staff members at risk
- To consult with staff on all Health & Safety matters.
- To provide protective clothing and equipment where necessary.
- To provide a safe means of entering and leaving the building.
- To continue to identify and control hazards

- To provide a safe system of work practices.
- To provide appropriate information and training to staff on a regular basis.
- To make Health & Safety a key issue.

GESCI Responsibilities:

The responsibility for the provision of a safe place of work rests with the Management of GESCI. Specifically, these responsibilities are:

- a) the provision and maintenance of plant and systems and procedures of work that are safe and without risks to health;
- b) arrangements for ensuring safety and absence of risks to health in connection with the use, handling, storage and transport of articles and substances;
- c) the provision of such information, instruction, training and supervision as is necessary to ensure the safety and health at work of every staff member;
- d) the maintenance of any workplace under GESCI's control, in a condition that is safe and without risks to health and the provision and maintenance of means of access to and egress from it that are safe and without such risks to health;
- e) the provision and maintenance of a working environment for every staff member that is safe, without risks to health, and adequate as regards facilities and arrangements for the employees welfare at work;
- f) informing all staff members of: (a) any risks from new technologies; and (b) any imminent danger; and
- g) Ensuring that every staff member participates in the application and review of safety and health measures.

Staff member Responsibilities:

As a valued staff member of GESCI, each staff member has a responsibility to themselves and to fellow staff members to carry out their work in a safe and considerate manner. Staff members must:

- Co-operate with GESCI in maintaining a safe work place.
- Report any potential hazards or accidents promptly to their Manager and not work in any hazardous conditions should they, in the staff member's opinion, exist.
- Be aware of the nearest emergency exits and firefighting / first aid equipment.
- Never interfere with or misuse anything provided by the company in the interests of Health & Safety.
- Read the company Health & Safety statement and obey all mandatory signs and safety and health procedures, requirements and instructions for the staff member's own and other employees' safety.
- Not partake in any form of horseplay or prank or unbecoming behaviour likely to lead to injury to themselves or others as the staff member is responsible to ensure the staff member's own safety and health and that of other persons who may be affected by the staff member acts or omissions at the workplace

At all times wear or use any protective equipment or clothing provided by GESCI for the

purpose of preventing risks to the staff member's safety and health

Risk Assessment / Hazard Analysis

A hazard is anything at work that might cause harm, e.g. electricity, hot surfaces, lifting heavy loads, slippery floors, and poorly lit stairways etc. Staff must be aware of the potential hazards and risks involved and report specific hazards to management.

A Risk Assessment will be carried out once a year by management in conjunction with a safety and health advisor. The results will be incorporated in this Safety Statement and communicated to all staff as well as the relevant statutory authorities required to be notified under the OSHA.

Consultation:

GESCI is committed to consulting with its staff members regarding safety, health and welfare at work. Staff will be involved in the identification of hazards and trained in dealing with the hazards identified. This Safety Statement will be included in induction training and staff will be advised on how to deal with any problems that arise.

8.2 Reporting of Accidents:

Staff are required to report all accidents and near misses, whether resulting in injury or not, to their Manager and/or the CEO. All accidents will be investigated by a member of senior management team and a written report prepared and kept in the general register as required under the OSHA. Corrective action will be taken where necessary to avoid a reoccurrence. Accidents involving persons who are not members of staff but are visiting or working on the premises must also be reported.

Under the OSHA, employers are obliged to report certain occurrences to the area occupational safety and health officer as follows:

- 1) Where an accident in a workplace, causes the death of a person therein, the employer or shall:
 - a) Inform the area occupational safety and health officer within twenty-four hours of the occurrence of the accident; and
 - b) Send a written notice of the accident in the prescribed form to the area occupational safety and health officer within seven days of the occurrence of the accident.
- 2) Where an accident in a workplace causes non-fatal injuries to a person therein, the employer shall send to the area occupational safety and health officer, a written notice of the accident in the prescribed form within seven days of the occurrence of the accident.

Members of staff will be required to cooperate with GESCI as necessary to enable GESCI to observe and comply with the above requirements.

8.3 Safety, Health & Welfare Issues applicable to all GESCI Staff

The following policies apply to all GESCI staff regardless of location:

Smoking, Alcohol and Drugs:

It is not permissible to attend work under the influence of intoxicating liquor or drugs.

The smoking of tobacco products is prohibited in the GESCI offices. Smoking can take place outside buildings at least 3 metres distance away from door entrances and windows. This smoking policy forms part of the overall Health & Safety Policy and any breach will be dealt

with under the Company's disciplinary procedure. Visitors, contractors and temporary members of staff are expected to abide by the terms of this policy.

Advice and Guidelines for VDU users

As part of their duties some staff members spend long periods of time using visual display screens. Any necessary adjustments will be made to avoid RSI, eyestrain and other ailments associated with work on screens, which must be adjustable for height, tilt and brightness. No staff member will be asked or expected to work any computer which is not in proper working condition, or does not meet the highest specifications.

Staff members working continuously on-screen should alternate tasks so that at least 10 minutes during each 60 minutes of work is spent doing off-screen type of work. This work is to be undertaken away from the screen, but does not constitute a break.

Manual Handling:

Manual Handling is defined as the *“transporting of a load by one or more staff members and includes lifting, putting down, pushing, carrying or moving a load, which by reason of its characteristics or of unfavourable ergonomic conditions involves risks, particularly of back injury to staff members”*.

This is an important issue because it is a major cause of accidents in the workplace. It is GESCI's policy to minimise the need for manual handling of loads and so therefore should be avoided as far as is reasonably practicable.

Staff members must check the weight of the load before attempting to lift it and if the load is too heavy get help. When lifting, follow the following basic principles:

- Relax the knees. Lowering movements should start at the knees not the head.
- Get close to the object to be lifted. Get a good balance by keeping the feet apart. One foot will automatically be ahead of the other.
- When in position, bend the knees and lift with the strong muscles in the legs.
- Lift gradually, smoothly and without jerking, keeping the object close to the body and the back straight.

8.4 Safety, Health & Welfare at GESCI Offices

GESCI staff may be based at GESCI offices in Nairobi. These offices are rented and are shared with other organizations so GESCI does not have full control over the buildings. However, GESCI does require that the following minimum standards of safety, health and welfare are met.

8.4.1 Attention to safety and office cleanliness

All staff are expected to give due attention to safety in the office. That includes:

- Taking due care on stairs and around the office
- Keeping offices clean and clutter-free without obstructions
- Informing management if anything is in need of attention or repair.
- Cooperate with the organization with regard to safety, health and welfare at work

- Participate in any safety and health training offered by GESCI (staff based at Nairobi office)

8.4.2 Fire Procedures

Each office should have a fire alarm, readily accessible fire extinguishers, a documented fire evacuation procedure and safe exit.

In the event of a fire and providing there is no danger to the persons concerned every effort should be made to extinguish or contain the fire pending the arrival of the fire brigade. The magnitude of the outbreak must dictate whether attacking the fire should take priority over reporting and evacuation. All staff should be familiar with the exit routes and should also know the location and type of fire extinguishers in the office.

If a staff member discovers a fire the staff member should:

- Activate the fire alarm.
- Not under any circumstances, expose themselves to danger.
- Leave the building by the nearest fire exit and proceed to their designated assembly point.

If a staff member hears the alarm the staff member should:

- Switch off any equipment under the staff member's control and leave the building by the nearest fire exit.
- Not stop to collect personal belongings.
- Once outside, not enter the building until the staff members are told it is safe to do so.

Management will on occasion perform fire drills to ensure that procedures are known and followed in the event of a real fire.

8.4.3 Staff Security

Each office should have restricted access to prevent unauthorised persons from entering the office. This restricted access should not impede staff in the event of a fire.

8.4.4 First Aid

Each office should have free access to a first aid box. First aid boxes should be checked on a regular basis and shortages replaced. Staff members have an obligation to ensure that first aid boxes, like any safety equipment, are not tampered with.

8.5 Working at Ministry / Client Offices

Staff working at Ministry or other client offices must familiarise themselves with the health and safety procedures of that office and are expected to adhere to all safety regulations at that office.

8.6 Working from Home

If a staff member works from home whether at the request of GESCI or of the staff member with GESCI's consent then their home is regarded as a location of work which comes within the scope of the OSHA. So the policies and requirements set out in this document apply to home-workers just as they do to office-based staff.

Staff should be aware that under the OSHA, duly authorized occupational safety and health officers are entitled to visit any location of work, including the home-based office. To meet its legal requirements, GESCI reserves the right to inspect any home-working environment and, if any health and safety issues arise, these must be resolved to GESCI's satisfaction in order for the home-working arrangement to continue.

8.7 Travelling on GESCI business

Given the nature of GESCI's business, global travel is a regular activity for many GESCI staff.

GESCI regards the health, safety and security of its staff as paramount – particularly when travelling or working away from GESCI offices. Some key issues relating to safety, health and welfare while travelling are outlined below. If staff members have any particular issues or concerns, they should bring them to the attention of management.

8.7.1 Travel advice for overseas travel

Several governments often issue travel advisories to their nationals. Staff members are encouraged to regularly check their government's travel advisories or the government of Kenya's travel advisories on the relevant website. In all cases where travel to a particular country or region is not recommended, written approval for the trip must be obtained from both the CEO and the member of staff travelling. The approval should consider the government's advice and explain how the traveller's previous experience or better quality information (e.g. from consular officials, local government officials, the UN, Non-Governmental Organizations or other reliable local contacts) justifies disregarding that advice.

8.7.2 Health while travelling

Staff members travelling on GESCI business should always take advice beforehand on the potential health risk associated with the trip. Websites such as the World Health Organization's International Travel and Health website (<http://www.who.int/ith/en/>) provide extensive advice on health issues for specific countries as well as general travel advice. Advice should be sought in good time so that any recommended immunizations can be given and/or drugs prescribed.

Staff members are entitled to reclaim relevant health related business expenses such as immunizations and prescriptions through their staff member expense claim.

8.7.3 Personal safety and security

Staff members should take all necessary measures to ensure their personal safety and security while travelling. All incidents must be reported to GESCI.

It is the responsibility of both the staff member and their Manager to ensure that staff members remain in contact and contactable while travelling, in so far as that is practicable

8.7.4 Travel Insurance

Staff members who travel on GESCI business are covered by GESCI's travel insurance policy, a copy of which will be provided to all staff by the HR Manager. Note that where travel to a particular country is not recommended then it may not be covered by the insurance policy.

Staff members may contact the HR Manager or the Finance and Administration Manager for any questions related to GESCI's travel insurance policy.

8.7.5 Contingency planning

For travel to particular countries, management and staff may need to consider contingency plans to deal with emergencies (e.g. the visit may need to be postponed or curtailed if civil or political unrest develops, or seems likely to develop).

8.8 Any other issues

Staff members should bring to the attention of the HR Manager or a Senior Manager and/or the CEO any safety, health and welfare at work issues that the staff member feels are not addressed by this policy.

9 GRIEVANCE, DISCIPLINARY AND DISMISSAL POLICY

By accepting employment with GESCI, staff agrees to work in a responsible, disciplined, harmonious and productive manner. Staff will be expected to be loyal to the organization and act in a manner conducive to the achievement of its objectives.

It is the expectation of GESCI that all its staff members' conduct is beyond reproach and that the staff members' loyalty, commitment and dedication to work are demonstrated by productive results in their work outputs.

The purpose of establishing disciplinary procedures for organization is not to police staff behavior but to give mechanisms to ensure minimum standards of behavior are observed in accordance with GESCI values. It is the intention of GESCI that disciplinary action shall have the aim of correcting or improving performance and conduct where breaches of discipline do not warrant dismissal. All disciplinary hearings and actions are to be heard and recorded in the employee's personal file by the Manager: Finance & Operations. Such disciplinary actions shall be duly signed by the employee as well.

Failure by a staff member to comply with his or her obligations under their employment contract; with GESCI's constitution, the contents of this HR Manual or other relevant administrative issuances or to observe the standards of conduct expected of a staff member of an international organization may be perceived as misconduct and may lead to the institution of a disciplinary process and the subsequent imposition of disciplinary measures for misconduct.

All GESCI staff members are subject to disciplinary action as and when their performance, behavior or conduct warrants it. Depending on the seriousness of the offence, disciplinary action will range from verbal reprimand to summary dismissal.

9.1 Staff member Grievance Procedure

The purpose of the staff member grievance procedure is to ensure that any staff member who feels he/she has not received fair and equitable treatment may, without fear of reprisal, bring his/her complaint to the attention of the staff member's immediate Manager or a Senior Manager or CEO for appropriate consideration and resolution.

Complaints of alleged violations of established policies and practices should be addressed through the grievance procedure. Examples of such violations are: unsafe working conditions, unfair disciplinary action (including employment termination), improper payment or calculation of benefits.

9.1.1 Procedure

Staff members are encouraged to begin the grievance procedure by discussing the problem orally with their immediate Manager. The Manager should make a reasonable effort to resolve the issue expeditiously and in any event within 30 days of the issue being reported.

If the staff member feels that the situation has not been satisfactorily resolved by his/her Manager, if the complaint involves the staff member's Manager, or if the staff member does not feel comfortable or does not wish to discuss the matter with his/her Manager, the staff member should bring the issue to the attention of the HR Manager in writing and within 30 days after the Manager's decision, or 30 days lapsing without resolution or satisfactory resolution of the issue or within 30 days of the issue occurring where the issue involves the Manager or the staff member does not feel comfortable discussing the issue with the Manager.

Where the resolution provided by the HR Manager is unsatisfactory, the staff member may submit a written complaint to any of GESCI's other Senior Managers or the CEO within 30 days of the HR Manager's decision or 30 days lapsing without resolution or satisfactory resolution of the issue. Additionally, if the complaint concerns the HR Manager or for any reason the staff member does not feel comfortable or does not wish to discuss the matter with

the HR Manager, the staff member should submit a written complaint to any one of GESCI's senior managers, or in the case where the complaint is against the Senior Manager, to the CEO. The written complaint should be specific, identifying the policy or practice alleged to have been violated and the individual who is alleged to have violated that policy or practice. GESCI management will investigate the complaint, and render a decision in an expeditious manner and in any event within 30 days of receiving the complaint.

Where the complaint is against the CEO, the staff member should submit a written complaint to the Chairman of the Board who shall render a decision expeditiously and in any event within 30 days of receiving the complaint.

In all cases where a complaint is registered, the person complained about will be notified and given a chance to explain their side of the story.

9.2 Disciplinary measures

Disciplinary measures may be imposed whenever there is a finding of misconduct. Upon a finding of misconduct, disciplinary measures imposed by GESCI on a staff member will be determined on a case-by-case basis. Any decision on disciplinary measures will take into account such factors as the seriousness of the matter, any extenuating circumstances, the situation of the staff member, the interests of GESCI, and the frequency of conduct for which disciplinary measures may be imposed.

Depending on the circumstances of the case, one or more of the following disciplinary measures may be taken by GESCI when misconduct is determined to have occurred:

- Verbal or written warning;
- Deferment, for a specified period, of eligibility for salary increment or considerations for promotion;
- Suspension from duty without pay for a specified period;
- Reassignment to a lower remunerated role in GESCI
- Removal of privileges or benefits, whether permanently or for a specified period of time;

- In compensation for a loss to GESCI, deductions from the staff member's salary for a specified period of time.
- Dismissal or termination of appointment.

Staff who have had formal written warnings are not eligible for salary increases, promotions or transfers during the warning period.

9.3 Disciplinary Procedures

9.3.1. Principles

a) Investigation

The procedures will allow full investigation of an offence and no action will be taken until the investigation is completed. In cases of serious offences, the staff members shall be suspended with full pay until the investigation is completed.

Investigations will normally start with an initial or preliminary inquiry to determine if there is merit in the allegations of misconduct and sufficient evidence to proceed with a full investigation.

b) Notification

Where it is determined that there is a sufficient basis to merit an investigation, the staff member will be notified in writing of the alleged misconduct at the onset of the investigation. The notice will include a description of the allegations made against the staff member, and a summary of the staff member's rights and obligations.

c) Right to Defence

To ensure fairness the staff member concerned will have an opportunity to state his or her case and to be represented by a colleague if so desired. Depending on the level of the staff member being investigated, the CEO or the Board will constitute a Disciplinary Committee.

If any witnesses are called to give evidence before the Disciplinary Committee the staff member shall be entitled to be present to cross-examine such witnesses. The staff member may call witnesses in her/his defence. No documentary evidence shall be used against the staff member unless she/he has previously been provided with a copy thereof or unless she/he has been given access thereto.

d) Rights of Appeal

A staff member has a right of appeal at any stage against any disciplinary action that may be taken. A staff member who wishes to appeal against an administrative decision shall address her/his petition to the CEO within 7 days of receiving notification of the decision. Staff members also have a further right to appeal to the Board within 7 days from the time she/he receives notification of the CEO's decision after an appeal to the CEO. The decision

of the Board shall be final. The Board shall from time to time specify the procedures governing the right of the CEO to appeal a Board disciplinary decision where the CEO is the aggrieved party.

9.3.2 The Informal Discussion- pre-disciplinary

This is a chat by the immediate or line Manager with a staff member, which gives the staff member a chance to state his/her case and enable the Manager to do something to try to resolve the problem. This will be regarded as a stage where rather than disciplining a staff member; a directive or advice will be necessary. This may involve problems related to performance, poor time keeping, grooming, etc. The discussion is not recorded, as this is an opportunity for staff to reassess and strategize to improve.

For the specific case of a staff member's standard of work or behaviour falling below an acceptable level, the immediate Manager will informally make them aware that this is unacceptable and point out how it must be improved. This shall be seen as a counselling session and the immediate Manager will keep a record of the incident.

9.3.3 Verbal and Written Warning - Minor Offences

A minor offence will normally be dealt with by the giving of “a verbal warning” followed by a written warning if the verbal warning is not heeded. A record of such warnings must be kept in the confidential file of the staff member. Minor offences include lateness (not habitual), slackness and ordinary indiscretion.

Verbal warning is the first stage of the formal disciplinary action. Normally the Manager is to conduct a formal disciplinary interview and if necessary issue a verbal/oral warning. The staff member should be forewarned of the purpose of the discussion, so that he/she can bring a colleague (another staff member) to the meeting, if he/she so wishes.

If the behaviour does not change after the first warning, then it will be necessary to hold a further disciplinary interview and if necessary issue an official written warning. The interview will be held so that the staff member can state her/his case, and once again he/she can bring a colleague to the meeting if he/she so wishes. This meeting will be recorded and a letter will be sent to the staff member concerned about the offence. This will be signed by the staff member's Manager with copies to the HR Manager. Staff members receiving written warnings will be required to sign the copy of the warning letter and return it to the HR Manager as an acknowledgement of the receipt of the warning letter.

9.3.4 Further disciplinary action

If the behaviour still does not change, the offence may be considered major or serious. It will then be necessary to have a further disciplinary interview, which may result in the issuance of a final warning to be signed by the HR Manager and/or a suspension. The staff member will be notified of the alleged offence and invited to a disciplinary interview on a

specified date, to which he/she may bring a colleague of his/her choice. At the interview, the staff member, who may be accompanied by a colleague of his/her choice, will be clearly warned that if there is no improvement he/she will be dismissed. This letter will be kept in the personal file for six months. The staff member will be advised of the appeal process. Normally he/she can appeal to the CEO or a committee constituted by the CEO within 7 days of receiving the final warning.

Should the staff member within a period of one year repeat a major offence for which she/he has been given a written warning or be guilty of another serious offence or have three or more total warnings, be they verbal or written, she/he shall be liable to summary dismissal.

9.3.5 Suspension

The CEO may suspend any staff member with due cause, subject to the institution thereafter of appropriate disciplinary steps as under:

- a) In the case of staff still on probation, the CEO may, with due cause, dismiss a staff member upon seven days written notice or pay in lieu of notice without reference to any Disciplinary Committee.
- b) In the case of confirmed staff members, a full investigation will have to be undertaken. If the situation warrants suspension, then this shall be imposed by the CEO in consultation with a disciplinary committee constituted by the CEO.
- c) In the case of the CEO, the board will undertake full investigation and act as the Board deems fit.

Depending on the situation, there are two types of suspension:

- a) **Suspension with pay:** A staff member may be suspended with pay to facilitate an investigation. In certain instances, i.e., for instances of suspected or reported gross misconduct or gross breaches of regulations under this Manual, the staff member may be placed on immediate suspension with pay while investigations proceed. The investigation in such cases shall not normally exceed a period of 3 months unless circumstances justify a longer period of investigation (e.g. the involvement of law enforcement offices).

After investigations are completed and the staff member is found guilty, the appropriate disciplinary measure shall be administered up to and including termination. Notice of any disciplinary measure taken shall be promptly communicated to the staff member and in any case no later than 7 days after investigations are completed. The staff member still retains the right to defend themselves and the right to appeal the decision made as discussed further above.

Where investigations exonerate a staff member, the staff member shall be recalled to full duty within 7 days of such investigations being completed. The staff member's benefits and entitlements shall be protected during any period of suspension except that in the case

of international staff, the staff member may not undertake home travel or leave the duty station without the prior written consent of the CEO.

- b) **Suspension without pay:** is a disciplinary measure imposed on a staff member where the staff member has been found guilty of misconduct other than gross misconduct after an investigation. Such suspension without pay shall be imposed at the discretion of the CEO on the advice of the Disciplinary Committee and shall not be imposed for a period exceeding 3 months.

A suspended member of staff shall not undertake any other form of employment during the suspension.

c) Administrative leave pending investigation and the disciplinary process

A staff member may be placed on administrative leave, subject to conditions specified by the CEO, at any time after an allegation of misconduct and pending the initiation of an investigation. Administrative leave may continue throughout an investigation and until the completion of the disciplinary process.

A staff member placed on administrative leave pending investigation shall be given a written statement of the reason(s) for such leave and its probable duration, which, so far as practicable, should not exceed three months.

Administrative leave shall be with full pay except when the CEO decides that exceptional circumstances exist which warrant the placement of a staff member on administrative leave with partial pay or without pay.

Placement on administrative leave shall be without prejudice to the rights of the staff member and shall not constitute a disciplinary measure. If administrative leave is without pay and either the allegations of misconduct are subsequently not sustained or it is subsequently found that the conduct at issue does not warrant dismissal or separation, any pay withheld shall be restored without delay.

A staff member who has been placed on administrative leave may challenge the decision to place him or her on such leave.

9.3.6 Summary or Instant Dismissal

Should a staff member of GESCI be guilty of a very serious offence such as a criminal offence, embezzlement or misappropriation of GESCI's funds or any other grounds for summary dismissal under the relevant Kenyan labour law, she/he will be liable to "instant" or summary dismissal. Disciplinary offences such as those described as gross misconduct are liable to summary dismissal. The procedure to be followed on a charge of gross misconduct shall be similar to that described above in sub-section 9.2.4 save that the staff member will (if the decision is so taken) be summarily dismissed instead of receiving a final written warning.

Code of Conduct

Staff are expected to adhere to the following principles listed below when working with GESCI.

- a) Staff are expected to respect all rules and regulations of the organization
- b) Staff are required to carry out all dealings with people with mutual respect
- c) Staff are required to ensure that correct information regarding GESCI's policies and operations is communicated
- d) Staff should not verbally, or in any other way, express their individual preference for candidates and political parties while working or representing GESCI
- e) Staff wishing to contest for political post either at municipal, parliamentary and presidential levels should tender their resignation from the date of the intraparty nominations
- f) GESCI staff must make our non-partisan role clear to the government, political parties and the public
- g) Staff are expected to be of high integrity and conduct the affairs of GESCI in a transparent manner.
- h) Staff should follow laid down regulations when handling GESCI's property.
- i) Staff are not to use media institutions to make official statements on behalf of the organizations unless given written authority to do so by CEO.
- j) Staff should not use GESCI official headed papers, seals or stamps for personal purposes.
- k) Staff are responsible to ensure that any loss or damage to organizational property is reported immediately to their line Managers or Manager: Finance & Operations

OFFENCES

These shall be grouped as follows:

I. Misdemeanors:

The following offences, among others, shall be considered as misdemeanors and will result in consequences ranging from verbal to written warning. All disciplinary procedures will put into account principles of natural justice and will be taken after the staff has been given the right to be heard.

- a) Late arrival or early departure from work without the approval of the supervisor
- b) Idling and wandering during working hours
- c) Avoiding work by malingering or feigning illness
- d) Failure to account for cash advances within the required period
- e) Failure to comply with any or all of GESCI's code of conduct.

II. Misconduct

The following offences, among others, shall be considered as misconduct and will result in consequences ranging from written warning to termination of appointment or dismissal depending on magnitude of the problem. All disciplinary procedures will put into account principles of natural justice and will be taken after the employee has been given the right to

be heard.

- a) Repeated commitment of misdemeanors
- b) Absence from work without permission or lawful reason for three consecutive days.
- c) Misuse of organization property or resources
- d) Deliberate failure and refusal to obey properly issued instructions
- a) Awarding tenders or contracts to parties that one has an interest in or is bound to gain financially or materially or accepting gifts, kickbacks or bribes in the form of money, services or discounts arising from providing a service.
- e) Use of GESCI time and resources for non-GESCI work
- f) Publishing or speaking and/or releasing inaccurate information about the organization.
- g) Unauthorized disclosure of any confidential or classified information
- h) Pecuniary embarrassment or involvement in financial scandals that is likely to lead to bankruptcy.
- i) Consumption of alcohol during working hours
- j) Willful damage of GESCI property
- k) Failure to disclose a potential conflict of interest with GESCI

III. Gross Misconduct

A staff member committing any of the following disciplinary offences is liable to immediate (summary) dismissal even for a first offence by the CEO or the Board:

- i) Engages in racial discrimination, sexual harassment, bullying or violates GESCI's policy against harassment and/or discrimination
- ii) A serious infringement of health and safety rules (such negligence that may likely to cause injury to people or damage to equipment)
- iii) Supplies false or misleading information when applying for employment, or at any time during the staff member's employment.
- iv) Absents her/himself from duty without permission or for reasons of ill health caused by her/his own misconduct.
- v) Neglects, refuses or becomes unable to perform her/his duties (Other than due to ill-health not caused by her/his own misconduct)
- vi) Uses abusive or insulting language or physically assaults or otherwise misbehaves towards any other member of the staff of GESCI or GESCI partner or client.
- vii) Is convicted of a criminal offence (other than a minor offence or an offence connoting no moral turpitude).
- viii) Is guilty of a grave misconduct bringing her/his office and that of GESCI as employer into disrepute or is otherwise incompatible with her/his continued employment in that office.
- ix) Discloses any information regarding the affairs of GESCI or its clients to any unauthorized person and/or fails to maintain the confidentiality of GESCI information, including but not limited to documents, reports, records, files, correspondence and communications or breaches GESCI's confidentiality standards.
- x) Engages in any unethical conduct.
- xi) Improperly receives or solicits any reward, fees, commission or valuable present or

- gift for services rendered in the course of her/his duties as a GESCI staff member.
- xii) Fails to disclose, when required to do so any personal interest in any business or transaction of GESCI with which she/he is concerned.
 - xiii) Makes a willful false statement in any matter on which she/he is required by GESCI to furnish information or uttering, publishing, or distributing false, vicious, or malicious statements concerning GESCI or any of its customers or staff members.
 - xiv) Misappropriates GESCI's funds and/or property. Theft or unlawful possession of stolen, lost or mislaid property belonging to GESCI. Destruction or defacing of property owned or operated by GESCI.
 - xv) Receives bribes or any other form of personal payment for services rendered in the name of GESCI.
 - xvi) Possesses, uses or is under the influence of illegal drugs at any time while conducting GESCI business, or possessing, using or being under the influence of alcoholic beverages while conducting GESCI business.
 - xvii) Refuses or fails to perform assigned work, to follow a Manager's instructions, or any act of insubordination.
 - xviii) Undertakes outside employment without the consent of the CEO while employed by GESCI.
 - xix) Is guilty of any other act or default for which a staff member may be dismissed summarily under Kenyan laws.

9.4.1 Consequences of Summary Dismissal

Staff members who are subject to summary dismissal shall not be entitled to pay in lieu of notice nor shall they be entitled to severance pay.

9.5 Exculpation of Disciplinary Blemish

If a staff member of GESCI completes twelve months of service clean of any disciplinary warning, she/he will be entitled to have all prior warnings against her/his whether verbal or written wholly expunged.

9.6 Protection of Complainants against Retaliation

A person who has reported suspected misconduct shall not be subject to any detrimental treatment as a result of reporting the misconduct. GESCI forbids any retaliatory action, and any complaint of retaliation will be investigated and considered gross misconduct. Any questions related to GESCI policies and procedures should be directed to the HR Manager. Unwarranted malicious allegations of misconduct may be regarded as gross misconduct and be subject to disciplinary action.

A staff member who reports suspected misconduct may request that his or her name be kept confidential.

9.7 Anonymous Allegations

A staff member or any other person who chooses to report on an anonymous basis must provide in a timely manner enough information in writing concerning the basis of the

allegations. The information provided must present sufficient detail or supporting evidence which amounts to a prima-fascia case for an initial investigation so that the matter can be pursued responsibly. Otherwise, the matter usually cannot be pursued further. Even where anonymous allegations are sufficiently detailed or supported to permit a responsible investigation to be conducted, no final finding of misconduct will be made based solely on the anonymous allegations without independent corroboration. All anonymous allegations, should they remain anonymous, will always be treated with caution by GESCI.

10 SEPARATION FROM SERVICE

Any of the following shall constitute separation from service, subject to the employment Act of the Republic of Kenya:

- i. Resignation;
- ii. Expiration of appointment/contract;
- iii. Retirement;
- iv. Abandonment of post;
- v. Termination of appointment by notice, redundancy or summary dismissal;
- vi. Death.

10.1 Resignation

A resignation is a separation from GESCI initiated by the staff member. A staff member resigning must give GESCI four weeks written notice or one week written notice in the case of staff members on probation. The CEO may accept resignation on shorter notice.

The CEO may decline to accept the resignation of a staff member and instead terminate the staff member where issues of gross misconduct are concerned. Once accepted, a resignation may not be withdrawn by the staff member without the expressed agreement of the CEO.

10.2 Expiry of fixed-term appointment/ Contract

A fixed-term appointment shall expire automatically and without prior notice on the expiration date specified in the letter of appointment and/or contract unless renewed in writing prior to the expiration date.

10.3 Retirement

Employment of a staff member ends at the end of the month in which the staff member's 65th birthday falls.

10.4 Abandonment of post

A staff member abandons his/her post or office when he or she fails without an excuse acceptable to the Manager responsible for the position, to make himself or herself available to perform official duties for a total of 20 working days in any one year.

10.5 Termination of appointment

A termination is a separation from service initiated by GESCI. GESCI may terminate a staff member on any of the following grounds:

- a) Abolition of posts, reduction of staff or other redundancy;
- b) Unsatisfactory performance or service;

- c) If the staff member is, for reasons of health, incapacitated for further service;
- d) Disciplinary reasons in accordance with section 9 (summary dismissal);
- e) If facts anterior to the appointment of the staff member and relevant to his or her suitability come to light that, if they had been known at the time of his or her appointment, should have precluded his or her appointment;

10.5.1 Termination for redundancy

Employment may become redundant when GESCI needs to meet changing budgetary constraints and/or to improve administrative efficiency. Implementing such necessary changes may result in:

- a) An entire organizational unit being abolished;
- b) A specific position or set of functions performed by an individual in an organizational unit being abolished; or
- c) Types or levels of positions being changed or reduced in number.

Decision on redundancy

A decision that a staff member's employment is redundant will be made by the CEO with the concurrence of the Board. Where positions are reduced in number resulting in redundancies, the selection of staff members whose employment is redundant will be made on the basis of managerial judgment about the skills needed by GESCI to carry out its work effectively, taking into account the following factors:

- Whether the abilities and experience of staff members can be used elsewhere in GESCI; and
- The existence of volunteers for termination who are willing to accept severance payments as set out further below.
- The performance (including professional and work-place behavior) of staff members;
- The seniority in time, skill, ability and reliability of each staff member affected by the redundancy;

Notice of termination for redundancy

A staff member whose employment has been declared redundant will receive one month's written notice giving reasons for the redundancy.

In lieu of notice, GESCI may provide a payment equal to one month salary to the staff member. Such payments in lieu will not be considered part of severance pay.

Severance payments

Staff members whose appointments are terminated on grounds of redundancy will be entitled to payments equal to all outstanding salary, pro rata salary for any accrued but not taken leave days and severance pay at the rate of at fifteen days' pay for each completed year of service.

10.5.2 Termination for unsatisfactory performance or service

A decision to separate a staff member for unsatisfactory performance may be made by a Senior Manager, on the basis of a recommendation from the staff member's immediate Manager taking into account the comments of the staff member, if any, and with the concurrence of the CEO.

Notice

A staff member whose employment is being terminated for unsatisfactory performance will receive one month's written notice. In lieu of notice, GESCI may provide a payment equal to one month salary to the staff member.

Severance pay

A staff member separated for reasons of unsatisfactory performance is not entitled to severance payments. However, the staff member will receive payments for any accrued unused leave and accrued pay for time already worked.

10.5.3 Termination for ill health or disability

The employment of a staff member whose physical or mental condition or extended illness renders him or her incapacitated for further service as determined by a qualified medical practitioner may be terminated after exhaustion of any sick leave entitlement.

Notice

A staff member whose employment is being terminated as a consequence of illness or disability will receive one month's written notice. In lieu of notice, GESCI may provide a payment equal to one month salary to the staff member.

Severance pay

A staff member separated as a consequence of illness or disability is not entitled to severance payments. However, the staff member may be able to benefit from GESCI's Death and Disability cover. In addition, the staff member will receive payments for any accrued unused leave and accrued pay for time already worked.

10.5.4 Termination on Grounds of Disciplinary Offences (Summary Dismissal)

Termination of service on grounds of disciplinary offences including fraud, misappropriation of funds or gross misconduct is dealt with under section 9.

10.5.5 Separation due to Death

In the event of the death of a staff member of GESCI occurring while in the service of the organization, the Manager: Finance & Operations shall report the death promptly to the CEO who will use their discretion to authorize the provision of possible assistance

to the family of the deceased with regard to funeral and burial arrangements. Any terminal benefits including gratuity will be paid to the estate of the deceased or to her/his legal next of kin.

10.6 Certification of service

Any staff member, on leaving the service of GESCI, shall be given a statement relating to the nature of his or her duties and the length of service. On the staff member's written request, the statement shall also refer to the quality of his or her work and his or her official conduct.

10.7 Return of GESCI Property

Upon the staff member's separation from service, all GESCI property that has been given to the staff member during the course of his/her employment with GESCI and all property in his/her possession, including, without limitation, mailing lists and company records, office keys, parking permits, security devices, cellular phones and accessories, laptops and other office equipment shall be returned to the IT Office and/or Manager: Finance and Operations.

ICT equipment may, however, be purchased from GESCI at an agreed residual value and such purchase is at the discretion of GESCI. In some cases where ICT equipment is 3 or more years old and where in the opinion of the Manager: Finance and Operations, the book value of the equipment zero is, the staff member upon request and at the discretion of GESCI may keep the equipment at no cost.

Departure Clearance Procedures:

Staff leaving GESCI shall be required to hand over all property that may be in their possession and clear any debts they owe the organization.

A clearance form must be signed by all departments, and their line managers, before receiving final approval from the CEO.

The responsibility of processing clearance certificate rests with staff, who will also confirm the accuracy of any amounts owed to them or due to GESCI.

Hand-over and Exit Interviews:

Staff leaving GESCI will arrange for time to meet the Chief Executive for an exit interview. This will enable the Chief Executive Officer to get their views on GESCI's organization, management and operations. This will be a chance for them to share their views on any aspects that they think can be improved for the betterment of the organization in future. It is also expected that a comprehensive hand-over file is prepared in advance and provided to the CEO.

Last day for pay purposes

When a staff member is separated from service, the date on which entitlement to salary, allowances and benefits shall cease shall be determined according to the following provisions:

- i. In the case of resignation, the date shall be either the date of expiration of the notice period or such other date as the CEO accepts. A staff member will be expected to perform his or her duties during the period of notice of resignation, except when the resignation takes effect upon the completion of maternity or paternity leave or following sick or special leave. Annual leave will be granted during the period of notice only for brief periods;
- ii. In the case of abandonment of post, the date shall be the date of the decision by the line manager to the senior management to terminate the appointment or the expiry date specified in the letter of appointment, whichever is earlier;
- iii. In the case of retirement, the date shall be the date approved by the CEO for retirement;
- iv. In the case of termination, the date shall be the date provided in the notice of termination;
- v. In the case of dismissal, the date shall be the date on which the staff member is notified in writing of the decision to dismiss him or her;
- vi. In the case of death, the date on which entitlement to salary, allowances and benefits shall cease shall be the date of death.

Commutation of accrued annual leave

If, upon separation from service a staff member has accrued annual leave, he or she shall be paid a sum of money in commutation of the period of such accrued leave up to a maximum of 10 working days on the basis of gross salary alone.

11. INFORMATION AND COMMUNICATION TECHNOLOGY POLICIES

11.1 Use of Company Computer

Computers, computer files, e-mail, voice-mail, facsimile machines, software and Internet access (“The Company Computer and Phone Systems”) furnished to or made accessible to staff members are GESCI property and are intended for business use only. The Company’s Computer and Phone Systems usage may be monitored where reasonable concerns are raised.

GESCI strives to maintain a professional workplace. GESCI is also committed to maintaining a workplace free of unlawful harassment or other forms of unlawful discrimination. Therefore, GESCI prohibits the use of The Company Computer and Phone Systems in ways that are disruptive, offensive to others, or harmful to morale.

An employee leaving the organization should either return all equipment provided to the staff member by GESCI or if GESCI agrees may purchase it from Gaskin at an agreed residual value.

11.2 Responsibility for IT security/compliance

Information regarding GESCI is highly valuable and needs to be closely safeguarded. Failure to observe GESCI IT policies and procedures could result in breach of confidentiality, thus posing a risk to our business activities and exposing the firm to risk of legal action. Care should be taken to ensure that information held on GESCI IT system is not lost, disclosed, modified without authorization or accessed by third parties. Sensitive data should be stored securely or destroyed after use to prevent recovery by unauthorized persons.

11.2.1 Protecting IT equipment from damage and theft

It is important that staff exercise due care to ensure that GESCI’s IT equipment is looked after and is protected from physical damage or theft. Laptops and similar portable computer equipment have been issued to certain members of staff. These assets remain the property of GESCI, while the staff member has full responsibility for their security. The staff member generally has liability in the event of loss or damage, subject to any successful claim from GESCI’s insurers.

Laptops should always be placed in a secure location overnight or when left for a long period of time. Extra care should be taken by staff member when travelling with GESCI equipment.

Care should be taken when moving equipment, as they contain sensitive components. Correct carrying cases, briefcases or other cases should be used. Laptops should never be left unattended in a car or should be kept out of sight and out of the reach of children when at home. Under no circumstances should a staff member lend a laptop to someone else unless such lending has been authorized by his/her Manager.

11.2.2 Commitment to data security

Staff members share responsibility with GESCI regarding data protection legislation and therefore must ensure that they keep abreast of and comply with any changes in GESCI's IT policies. Failure to comply with these policies may pose a serious risk to business protection and may result in disciplinary action or dismissal. Management reserves the right to update and amend these policies in accordance with development in IT systems, processes and IT security.

11.2.3 Theft or attempted theft

Theft or loss of hardware and software must be reported immediately on discovery, or as soon as is reasonably practicable to the IT personnel giving full details of the theft and loss i.e. place, time and other relevant details.

11.2.4 Software

Only approved, authorized and licensed software should be used on GESCI networks. Staff members may only use software on local area networks or on multiple machines according to the software license agreement.

11.2.5 Password protection

GESCI IT systems are password protected. Passwords are principle means of identifying a user and in the interest of data security, they must be carefully controlled. It is the staff member's responsibility to ensure adherence to GESCI's policies with regard to password security. If in any doubt, staff should contact their IT department. Passwords should be kept confidential and must be handed over at termination of employment for whatever reason. A staff member must not share user ID's or passwords with anyone.

11.2.6 Viruses

Staff should be aware of the damage that computer viruses can do the business, if not managed properly. Therefore, before a staff member uses any removable media (i.e. flash drives or other devices attaching to computers etc.), email attachments from outside the firm and/or files down loaded via a modem should ensure that they have been anti-virus checked using approved versions anti-virus software before using.

11.2.7 Electronic Mail (e-mail)

All emails systems and communications made on the system remains the sole property of GESCI and consequently should generally only be used for business related purposes. GESCI reserves the right to inspect the system at any time.

Staff members must ensure that they regularly delete mail that is not required from the system. Staff members' network behaviour should reflect the standard professional conduct. GESCI's electronic system should never be used to propagate, politicise, disseminate or participate in the propagation of any form of electronic chain letter, or any unlawful, harassing, threatening, obscene or sexually explicit message to anyone within GESCI or elsewhere.

Staff members should also be wary about who is addressed in e-mails and should consider the appropriate audience before messages are sent out to "everyone in GESCI" or to external parties.

11.2.8 Use of Internet

When using the Internet, every staff member should always remember that Internet use leaves electronic tracks, which identify GESCI. It is important that the usage does not reflect any type of behaviour, which could negatively impact GESCI's public image.

GESCI IT equipment should not be used for the purpose of retrieving information from the Internet that may be considered as illegal, harmful or offensive. Inappropriate use of GESCI IT equipment and system may lead to disciplinary action or dismissal. In particular, staff may not:

- Access, download, store or forward offensive information such as pornographic material from any sites on the internet
 - Access, download, or store illegal, harmful or offensive non-business data or information,
 - Send racially or sexually threatening or harassing messages.

Any breaches of these rules will be treated seriously and will be subject to disciplinary action. GESCI reserves the right to review and monitor individual staff member Internet and E-mail activities in line with the requisite legislation, and will do so at periodic intervals. Excessive use of the Internet for personal use will be viewed as a serious offence.

11.3 GESCI Telephone Policy

11.3.1 Standard GESCI Telephone System

Skype, ZOOM, WhatsApp as well as other apps can and should be use for voice calls. Calls should be PC based or through non-telecoms apps on mobile phones as far as possible to minimise costs.

The office telephone in Nairobi is primarily for local calls. It may only be used for international calls if the rates are cheaper. Calls from mobile phones are expensive and should only be used as a last resort. Mobile phones should as a rule be both Wi-Fi and Skype enabled.

11.3.2 GESCI Skype Account

Staff should have a GESCI Skype account for business purposes. Staff members are expected to use a separate Skype account for personal use.

The GESCI Skype account for each person will be set up on GESCI's ***Business Control Panel***. This will allow credit top-ups to be paid and managed centrally by the GESCI Finance team.

Staff should note that this will also provide GESCI with a record of all call traffic and that the GESCI Skype account is actively monitored.

11.3.3 Provision of a Mobile Phone

GESCI may provide a company mobile phone with Wi-Fi and Skype functionalities to certain employees. It is at the discretion of GESCI management to determine whether or not an employee fulfilling a particular role should be provided with a company mobile Phone.

The supplied Phone should by connecting to Skype via Wi-Fi whenever possible to save on operational costs. Roaming facilities will not be available on these phones. The phone remains the property of GESCI. An employee leaving the organization should either return the phone or may purchase it from GESCI at an agreed residual value.

11.3.4 Use of the GESCI mobile Phone

The mobile Phone is provided for business purposes. As such, all staff members assigned a mobile phone will be required to certify the monthly itemized bills and identify any personal calls. The staff member will reimburse GESCI for all personal calls. Alternatively, GESCI will deduct the cost of all personal calls directly from the staff member's next salary. Employees are expected to keep the monthly cost of the phone to a minimum by using it in the optimum manner in accordance with the terms offered by the telephone provider.