



TRANSPARENCY INTERNATIONAL.

SIERRA LEONE

HUMAN RESOURCE MANUAL

Table of Contents

Welcome to Transparency International Sierra Leone	6
1. Introduction to Transparency International Sierra Leone.....	7
1.1 Mission Statement.....	7
1.2 Core Values.....	7
1.3 Intent and Purpose of the Handbook	7
1.4 Policy and Applicability or Authority.....	7
1.5 Distribution of Employee Handbook.....	8
2. Recruitment & Hiring Procedures.....	8
2.1 Recruitment, Selection, and Placement.....	8
2.2 Hiring Policies.....	8
2.3 Internal Training.....	9
2.4 External training.....	9
2.5 Temporary/Special Duty Assignments.....	9
2.6 Rehiring of Former Employees.....	9
2.7 Policy of Hiring Spouses and Relatives.....	10
3. Code of Conduct & Compliance.....	10
3.1 Equal Employment Opportunities.....	10
3.2 Professionalism.....	10
3.3 Standards of Behavior.....	10
3.4 Non-Discrimination, Non-Retaliation, and Non-Harassment Policy	11
3.5 Reporting an Incident/Investigation Protocol.....	12
3.6 Conflict of Interest.....	12
3.7 Disclosure Policy.....	12
3.8 Intellectual Property.....	12
3.9 Public Relations & Media Inquiries.....	12
3.10 Political Activity, Lobbying, and Apolitical Activity	13
3.11 Witnessing Illegal, Unsafe, or Unethical Practices	13
3.12 Fraternization.....	13
3.14 Business Relations.....	14
4. Employment Policies.....	14
4.1 Position Descriptions	14
4.2 Outside Employment	14
4.3 Office Hours.....	14
4.4 Attendance & Punctuality.....	15
4.5 Compensatory Time.....	15
4.6 Employee Relations.....	15
4.7 Personnel Files.....	15
4.8 Identity Cards	16
4.9 Change of Personal Information.....	16
4.10 Alcohol & Drug Policy.....	16
4.11 Smoking Policy.....	16

4.12 Long Term Illness/Disability Policy.....	16
4.13 HIV/AIDS Policy.....	16
4.14 Communicable Disease and the Workplace	17
4.15 Office Cleanliness.....	17
4.16 Appearance and Dress Code.....	17
4.17 Special Clothing & Equipment	17
4.18 Visitors.....	17
4.19 Court Appearances.....	17
4.20 Solicitation & Distribution.....	18
4.21 Use of BAN Property.....	18
4.22 Information & Communication Technology.....	18
4.23 Internet and IT Systems Use.....	18
4.24 Reporting and Accident.....	19
4.25 Safety Measures.....	19
5. Grievance & Dispute Resolution.....	19
5.1 Filing a Complaint/Grievance and Dispute Resolution.....	19
5.2 Disciplinary Procedures	20
5.3 Disciplinary Action.....	20
5.4 Suspension for Discipline	21
5.5 Suspension for Investigation.....	21
5.6 Dismissal.....	21
6. Performance Management.....	21
6.1 Purpose.....	21
6.2 Evaluation Procedures.....	21
6.3 Performance Targets/Objectives.....	21
6.4 Continuing Discussion.....	21
6.5 Appraisal/Review.....	21
6.6 Review and Approval.....	21
7. Compensation & Payroll.....	22
7.1 General Information.....	22
7.2 Definitions.....	22
7.3 Timesheets.....	22
7.4 Salary Deductions.....	22
7.5 Structure – Permanent Employee.....	22
7.6 Structure-Temporary Employee.....	22
7.7 Annual Increment	23
7.8 Salary Loans & Advances.....	23
7.9 Promotion/Demotion.....	23
8. Supplemental Compensation	23
8.1 Allowances Overview.....	23
9. Benefits.....	24
9.1 Bereavement Assistance	24
9.2 End of Service Benefit.....	24

10. Leave Allowance.....24

10.1 Holiday Pay 25

10.2 Holidays..... 25

10.3 Annual Leave..... 25

10.4 Sick Child Leave.....25

10.5 Urgent Private Affair (UPA) Leave26

10.6 Compassionate Leave 26

10.7 Educational Leave26

10.8 Maternity Leave26

10.9 Paternity Leave..... 26

10.10 Short Term Sick Leave26

11. Separation.....27

11.1 Resignation 27

11.2 Notice of Separation 27

12. Job Description of key staff..... 28

13. Forms & Supplements..... 29

13.1 Exit Interview..... 30

13.2 Conflict of Interest..... 31

13.3 Receipt of Employee Manual..... 32

1. Introduction to Budget Advocacy Network

1.1 Mission Statement

To empower the citizenry of Sierra Leone through education, participation and opportunities to demand accountability, transparency and integrity from government, private sector and civil society, and inculcate these values themselves to curb corruption, promote good governance to improve the lives of the people.

1.2 Core Values

- Integrity
- Accountability
- Transparency
- Commitment
- Comportment
- Impartiality
- Courage

1.4 Policy and Applicability or Authority

- a) The terms of this handbook shall form part of every employee's conditions of service. When there is an inconsistency between the terms of this handbook and the terms of an employee's specific employment contract, the terms of the employee's contract shall take precedent. In case of ambiguity of any of the terms of this handbook, the interpretation of BAN's National Coordinator shall be conclusive and final in all respects.
- b) This handbook is for the use of employees of TI-SL and every employee is required to read and abide by the terms of this handbook, and submit the signed receipt in section 12.4
- c) The procedures and benefits contained in this handbook may be reviewed and revised at the absolute discretion of the Advisory Board. In making revisions, TI-SL will consider the need for and appropriateness of changes. TI-SL reserves the right to amend, modify or revoke any provisions, procedures or benefits described in the handbook and will apply such changes to both current and future employees. The handbook supersedes all previous employment policies whether they were written or verbal, expressed or implied. Any modifications to the provisions in this manual shall be communicated to the employee in writing. No statement or premise by a Supervisor, Manager or Head of Department may be interpreted as a change in policy, nor will it constitute an agreement with employees. The regulations and conditions of service shall operate subject to any overriding provision of the Laws of Sierra Leone.

1.5 Distribution of Employee Handbook

A copy of this handbook shall be provided to all BAN employees covered by these policies, by the National Coordinator. This handbook is the property of BAN. This handbook and all copies shall be returned to BAN when the employee leaves employment. This handbook shall be for BAN employees only and no BAN employee shall make the handbook available to any non-employee for any purpose without the express permission of the National Coordinator.

2. Recruitment & Hiring Procedures

2.1 Recruitment, Selection, and Placement

Prior to any form of employment the need and classification (full, part-time or consultant) for a position will be determined and a job description or scope of work will be created. The new position will be advertised as broadly as possible through newspapers or other media.

All applications/CVs will be screened by the Program Manager and Executive Director as soon as the application deadline has commenced. Qualified short-listed candidates will be called for an in-person interview.

Prior to the interviewing process for the position, an interview plan will be developed, to ensure that all applicants are interviewed fairly and objectively, and that the same general aspects are covered in each interview. The Executive Director and /or Heads of Departments and/or appointed panel shall conduct interviews for staff positions.

To ensure that individuals who join TI-SL are well qualified and have a strong potential to be productive and successful, it is the policy of TI-SL to check employment references of applicants under consideration. References will be requested during the application or interview process.

Structured interviews will be conducted with all qualified candidates who have been short listed. The successful candidate will be called and offered the position at an appropriate grade. He/she will be offered an employment contract which will be signed by both parties. Letters of regret or phone calls are to be sent to all persons who were interviewed but not offered a position.

2.2 Hiring Policies

2.2.1 New Hires (term of employment)

All new employees are put on probation for a maximum of six months. If TI-SL or the employee is dissatisfied during this six month period, either party may end service by giving not less than one month notice or payment in the amount of one month's salary in lieu of notice. At the end of the probationary period, subject to performance evaluation results, one of the following may occur:

- a) Employment is confirmed in writing by a letter of appointment by the Executive Director.
- b) Employment is terminated without notice or further obligation from TI-SL.
- c) The probationary period is extended for three more months.

2.2.2 Probationary Contract

All new employees will sign a probationary contract form which states the terms of the probation period. By signing this form, the employee agrees to conform to TI-SL's personnel policies and procedures, as outlined in this manual. This contract will also contain a written job description and will clearly state the expected job responsibilities.

2.2.3 Orientation

All new employees shall be given an orientation, which will familiarize the employee with the goals and principles of TI-SL as well as outline the employee's expected job responsibilities.

2.2.4 New Employee Documentation

Every new employee will provide TI-SL a completed biographical information form.

2.2.5 Letter of Appointment

A letter of appointment will be given to the employee upon commencement of the work which will state the probationary period.

2.3 Internal Training

Immediate supervisors shall provide continuous on-the-job training to all employees, and may seek additional help from experienced staff in specialized fields to provide this type of training. When instructed, an employee participating in a training program may be asked to submit a training evaluation.

2.4 External training

TI-SL aims to broaden and enhance the general knowledge of employees by encouraging participation in study tours, trade-shows, seminars, and workshops. Whenever it is found necessary, TI-SL shall take advantage of training programs organized by outside agencies for training specific to TI-SL’s initiatives. The selection shall depend on the relevance of the training program, fee level, duration of the course, and availability of other personnel to cover job duties while the employee is away. Occasionally, TI-SL may make arrangements for certain staff to receive training from other organizations.

2.5 Temporary/Special Duty Assignments

Select employees may be assigned to projects as a result of a temporary vacancy, when there is need for additional temporary staff, or when special projects are initiated by TI-SL. In effect, the selected employees are exposed to other important functional areas of TI-SL and the goal is to build up the employee’s leadership capabilities.

2.6 Rehiring of Former Employees

A former employee who has been rehired after three months separation from TI-SL will also be subject to a trial period following the rehiring, unless the employee is to perform the same duties as the ones performed during previous employment at TI-SL.

2.7 Policy of Hiring Spouses and Relatives

TI-SL does not permit the employment of employees' relatives. For the purpose of this policy, "relative" is defined as a spouse, domestic partner, romantic partner, common-law partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, niece, nephew, or corresponding in-law or "step" relation.

3. Code of Conduct & Compliance

3.1 Equal Employment Opportunities

TI-SL is committed to the further development and enhancement of a workplace that acts with fairness and impartiality toward all employees. Based on these values, no members of TI-SL will differentiate in an unjustifiable manner between individuals or groups within the organization. TI-SL will make every reasonable effort to ensure that management and employees act responsively and sensitively to the diversity among TI-SL employees.

3.2 Professionalism

The highest level of professionalism, including respect for the company, fellow employees, and clients is expected from all personnel. To foster a positive, supportive work environment, TI-SL staff should treat each other and outside individuals politely and respectfully. Each employee is expected to adhere to this norm in relationship with all other staff members. Respect and decorum shown on the job will be a key consideration in staff performance reviews. Any deviation from these expectations may be cause for suspension, dismissal or other disciplinary actions including termination.

3.3 Standards of Behavior

A TI-SL staff member commits to conduct himself/herself to the values of TI-SL. In keeping with the spirit of these standards, TI-SL is committed to a culture that fosters the following values:

- a) To seek to understand and respect the culture and values of those we serve and focus on the quality and appropriateness of our services.
- b) To coordinate and cooperate with other staff and management-level supervisors.
- c) To seek interventions which create connections rather than divisions?
- d) To be truthful and discuss issues openly, respecting different points of view.
- e) To celebrate successes and each contribution to that success.
- f) To learn from mistakes, without seeking blame, and to strive to learn and grow professionally and personally.
- g) To be flexible, open to change, and creative, yet disciplined in decision making and goal setting.
- h) To work as a team to fulfill TI-SL's mission and equally value all members.
- i) To be good stewards of resources.
- j) To honor the intentions and concerns of TI-SL's donors.
- k) To advocate to TI-SLs beneficiaries by listening to people's stories so they feel they have been heard.
- l) To seek to provide access to impartial information to enable beneficiaries to make informed decisions.

3.4 Non-Discrimination, Non-Retaliation, and Non-Harassment Policy

3.4.1 Non-Discrimination

TI-SL does not tolerate any form of discrimination or harassment. TI-SL is committed to a work environment in which all employees are treated with respect and dignity. Each employee has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, TI-SL expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

3.4.2 Non-Retaliation

Any employee who, in good faith, reports an alleged incident or discrimination, harassment, or sexual harassment or participates in an investigation of the same will under no circumstances be subject to reprisal or retaliation of any kind. The definition of retaliation for the purposes of this policy includes disciplining, changing work assignments of, providing inaccurate work information to, or refusing to cooperate or discuss work-related matters with an employee because that employee has complained about or resisted harassment or discrimination. Any employee who feels he or she has been subjected to such adverse actions should report this to his or her supervisor, department head or to the Executive Director. Any employee, however, who is found to have knowingly made a false accusation of discrimination, harassment, sexual harassment or retaliation, does not have protection under this policy and may be subject to appropriate disciplinary action up to and including termination.

3.4.3 Non-Harassment

TI-SL prohibits harassment of one employee by another employee, supervisor or third party for any reason including, race; color; religion; national origin; sex; pregnancy, childbirth or related medical conditions; age; disability and genetic characteristics. While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes and/or provocation. Any employee who feels that s/he is a victim of such harassment should immediately report the matter to the supervisor, department head or to the Executive Director. The organization will immediately investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge. The organization recognizes that every investigation requires a determination based on all the facts in the matter. TI-SL also recognizes the serious impact a false accusation can have. The organization trusts that employees will continue to act responsibly.

3.4.4 Sexual Harassment

Sexual harassment is not tolerated at TI-SL. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct where submission to such conduct becomes a term or condition of employment or the basis for any employment decision or where the conduct creates an intimidating, hostile, or offensive working environment. No supervisor or manager has the authority to grant or deny promotions or force any change in job status on the basis of provision or denial of sexual favors. Sexual harassment is not limited to explicated demands for sexual favors, but also may include such actions as sex-oriented kidding, teasing or jokes; repeated offensive sexual flirtations, advances or propositions; obscene or sexually orientated language or gestures; display or circulation of obscene or sexually oriented printed or visual materials; or

brushing against another's body. This policy forbids harassment based on gender regardless of whether it rises to the level of legal violation.

3.5 Reporting an Incident/Investigation Protocol

If any employee knows of or has a suspicion about misconduct, dishonest or fraud among TI-SL employees, the Executive Director should be contacted. If the alleged wrongdoing concerns the Executive Director, then the Executive Director of TI-SL should be notified instead. If the Executive Director receives information about misconduct, dishonesty or fraud, s/he shall inform the Executive Director which shall determine the procedure for investigating all credible allegations. At all times, the privacy and reputation of individuals will be respected. There will be no punishment or other retaliation for the reporting of conduct under this policy. If the person providing the information requests anonymity, this request will be respected to the extent that doing so does not impede any investigation.

3.6 Conflict of Interest

TI-SL seeks to avoid potential conflicts of interest posed by close personal relationships between employees and clients, beneficiaries, or other individuals participating in a TI-SL program or activity. To remind TI-SL employees of these commitments, staff will be asked to sign a conflict of interest agreement each year. Please refer to section 12.3.

3.7 Disclosure Policy

Any employee who discloses TI-SL's confidential information will be subject to disciplinary action, up to and including possible termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

3.8 Intellectual Property

Any employee seeking to publish articles and other material referencing TI-SL and/or its work should obtain permission in advance from the Executive Director. Should the National Coordinator believe the material will be harmful to TI-SL, approval to publish will be denied.

3.9 Public Relations & Media Inquiries

Employees are not authorized to make any declarations concerning TI-SL activities to the national and international press or media. Any inquiries from the national press or media must be referred to the Executive Director, and inquiries from the international media must be referred to TI-SL's Advisory Board.

3.10 Political Activity, Lobbying, and Apolitical Activity

No employees (short-term, part-time and full-time) of TI-SL may participate in or support any political activities (including rallies, meetings, and demonstrations) during regular working hours.

TI-SL supports employees' right and freedom to express their political will, and encourages employees to take an active and educated role in the political evolution of the country. However, since TI-SL is an apolitical organization, employees must protect the objectivity, integrity and neutrality of the organization. This means that TI-SL may not be officially or unofficially linked to any politically biased activity in Sierra Leone.

TI-SL employees therefore may not participate in such activities while they are in active working status with TI-SL. If TI-SL employees wish to participate in political events, they are required to take annual leave (vacation) to pursue the activity. Sick leave may not be used for this activity. In addition, no TI-SL resources may be used to support this participation or activity, and all staff wishing to engage in these kinds of activities may not do so using any identification that affiliates them to TI-SL.

Any failure to adhere to this policy will result in a formal reprimand, and possibly in dismissal.

3.11 Witnessing Illegal, Unsafe, or Unethical Practices

TI-SL's Policy and Procedure Manual and Code of Conduct require employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of TI-SL, honesty and integrity must be practiced in fulfilling responsibilities. It is the responsibility of all employees to comply with policies and the code of conduct and to report violations or suspected violations.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is expected to contact his/her manager. The employee must exercise sound judgment to avoid baseless allegations. Anyone filing a complaint concerning a violation or suspected violation of TI-SL policy or the code of conduct must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of policy or Code of Conduct. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

3.12 Fraternization

TI-SL seeks to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and employee morale and dissension problems that can result from romantic relationships involving employees at TI-SL.

Accordingly, managers and supervisors are discouraged from becoming romantically involved with one another or with any other employee of TI-SL. Additionally, all employees, both managerial and non-managerial, are discouraged from fraternizing or becoming romantically involved with other employees, when their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security or morale.

An employee involved with a supervisor or fellow employee should immediately and fully disclose the relevant circumstances to their supervisor so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If an actual or potential conflict exists, TI-SL may take whatever action appears appropriate under the circumstances.

3.12.1 Fraternization with Foreign Volunteers or Team Members

An employee's behavior should always be professional, making volunteers or guests feel welcomed and appreciated. However, potential conflict of interest may arise if an employee becomes romantically involved with a visiting TI-SL volunteer or team member. Thus, TI-S: prohibits employees in engaging in these types of relationship. Violations of this policy by any TI-SL employee will be cause for disciplinary action up to and including termination of employment.

3.13 Child Protection Policy

BAN Child Protection Policy includes rules of appropriate and proper behavior. All TI-SL personnel are required to acknowledge receipt and understanding of the Child Protection Policy. This policy is designed to protect children, but is also intended to protect staff from false accusations of inappropriate behavior or abuse. This policy is contained in section 12.1.

3.14 Business Relations

No employee shall act as an agent for a company having business relations with TI-SL.

4. Employment Policies

4.1 Position Descriptions

Employees will be given a copy of their job descriptions upon hire. They should familiarize themselves with the job description, and a copy will be kept in the employee file. Each year, during the evaluation process, and any other time deemed necessary, the job description will be reviewed and may be changed with mutual consent. The job description is only a guide outlining the main task and responsibilities in each post. The actual tasks may vary and are subject to change.

4.2 Outside Employment

No employee shall engage in additional paid employment during working hours. TI-SL's staff may undertake assignments independently outside of the agency when the work is not in the area of TI-SL's activity or interest and there is no conflict with the employee's established work schedule.

4.3 Office Hours

The regular full-time working hours for office staff is:

Monday through Friday:

Morning: 8:30 a.m. – 12:30 p.m.

Lunch: 12:30 p.m. – 1:30 p.m.

Afternoon: 1:30 p.m. -5:00 p.m.

The Night Security and Guards work twelve hour shifts from 7a.m -7p.m. or 7p.m. – 7a.m. Drivers work shifts as stated in his/her employment contract.

TI-SL reserves the right to extend the working days and hours on special request. The administrative office will generally be closed on Saturday and Sunday.

4.4 Attendance & Punctuality

An attendance register must be signed when arriving in the morning and when leaving at the close of the working day. Failure to sign the register will be construed as absence from work.

Punctuality and regular attendance is considered an important quality of a good employee, and any or inconsistent attendance will be met with proper disciplinary action.

Employees who are absent from work without having obtained prior permission must notify his/her supervisor by 8:00am on the day of the absence. Employees who are absent from work for five consecutive days without a written excuse and reasonable cause shall be considered as having no interest in the job and his/her position shall be considered vacant. The employee will be formally terminated.

4.5 Compensatory Time

The nature of TI-SL's operational requirements are such that overtime work is essential from time to time and employees are required, as a condition of employment, to consent to work such lawful overtime as may be required by TI-SL. TISL will endeavor to give employees reasonable advance notice of the requirement to work overtime, except in emergency circumstances, where it shall be compulsory for an employee to work

overtime. Employees are, generally speaking, given time off in lieu of overtime worked rather than being paid in respect of overtime worked.

All overtime work should be approved by an employee's manager and Executive Director before such work occurs. TI-SL believes in days of rest for employees to connect with family members and friends, therefore overtime and exceptional work is not encouraged unless approved in due time.

When required to work on a Saturday or Sunday, this will be subject to approval by the Manager and Executive Director. This should occur only when the situation warrants that someone must work, such as, but not limited to, attending a meeting in the field. The rendering of work on a rest day confers the right to a full compensatory day of rest except when the rendering of work does not surpass a period of 5 hours in which case the worker shall be compensated with a half day of rest.

4.6 Employee Relations

As part of the employee's contribution to TI-SL, he/she is encouraged to share ideas, suggestions, questions, and concerns. The person doing the job is in an excellent position to think of ways to improve operations, procedures, outcomes, products, and services. Your supervisor is available to discuss ideas that may help improve working conditions, member service, morale, and work satisfaction.

4.7 Personnel Files

The Executive Director shall be responsible for keeping records of every employee of the organization. Each personnel file consists of an application letter, photo copies of education and work experience, health certificate, letter of appointment, job description, curriculum vitae, performance evaluation reports, and other information related to the employee in connection with the organization.

4.8 Identity Cards Every employee will receive an identity card. Replacement cost will be borne by the employee, and misuse will be met with disciplinary action. Upon ending employment, the identity card must be returned to TI-SL.

4.9 Change of Personal Information

If there is a change in any of the following items, please notify the Finance Department or Human Resource Officer as soon as possible so that your personnel file may be updated accordingly:

- Legal name
- Home address
- Home or cell phone number
- Emergency contact person
- Number of dependents
- Marital status
- Beneficiary designations
- Personal circumstances that bear relevance to the execution of your job

4.10 Alcohol & Drug Policy

The use, distribution, or possession of any alcohol, illegal drug, or controlled substance is prohibited at all times within all TI-SL's property, client location, or vendor affiliated off-site locations.

4.11 Smoking Policy

Smoking is prohibited at all times during working hours and at any time on or in any TI-SL's premise, client location, or vendor property.

4.12 Long Term Illness/Disability Policy

Employees with life-threatening diseases, such as cancer, heart disease or AIDs, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. TI-SL supports these endeavors as long as employees are able to meet acceptable performance levels.

TI-SL treats medical information on all employees confidentially and takes reasonable precautions to protect such information from inappropriate disclosures. All employees have a responsibility to respect and maintain the confidentiality of employee medical information.

4.13 HIV/AIDS Policy

TI-SL will treat HIV (Human Immunodeficiency Virus) and AIDS (Acquired Immune Deficiency Syndrome) like any other life-threatening disease and employees or prospective employees of TI-SL will not suffer discrimination or victimization in any form or manner. TI-SL is committed to maintaining a safe and healthy work environment for all of its employees. This commitment is based on the proven fact that HIV, and therefore, AIDS, is not transmitted through casual contact of any form or manner. TI-SL will act according to National Labor Code with regards to HIV and AIDS in the workplace policy.

4.14 Communicable Disease and the Workplace

TI-SL will make every feasible effort to provide a safe and clean environment for employees including minimizing the spread of communicable diseases such as tuberculosis or influenza in the workplace. To this end, it is TI-SL's position that each employee has the responsibility to protect colleagues by not coming to work when they have either symptoms and/or a diagnosis of a communicable disease. The employee should notify the Executive Director by telephone of their condition. The National Coordinator will then work with other managers to determine what precautions, if any, can be taken to limit potential spread of the disease to other employees.

4.15 Office Cleanliness

All personnel are expected to keep their desks and office equipment in a neat and orderly manner. It is also important that all equipment be properly covered at the close of work days and that all windows are closed before staff leaves the office.

4.16 Appearance and Dress Code

Employees are expected to present a neat and professional appearance at all times. Male employees should wear long trousers. T-shirts are appropriate if they are clean and neat and do not contain any offensive pictures or words. Under vests with thin straps are not appropriate during working hours. Employees who come to work inappropriately dressed will be asked to return home to change without pay. All employees are expected to maintain a proper level of personal hygiene and bodily cleanliness. Clothing shall be free of odor and washed with regularity.

4.17 Special Clothing & Equipment

TI-SL may provide an employee with protective clothing or uniform. It is the employee's responsibility to use the items correctly, and keep them in good condition. Upon end of employment, the items must be returned to TI-SL.

4.18 Visitors

Friends and relatives of employees are discouraged from coming to the office during working hours. Should an employee receive a visitor due to emergency, the visit must be kept short.

4.19 Court Appearances

Employees shall immediately notify the Executive Director upon the receipt of a summons, subpoena, or legal document that would involve them in a court proceeding relating to the performance of official duties.

4.20 Solicitation & Distribution

In order to avoid unnecessary annoyances and interruptions from work, solicitation of an employee by another employee is prohibited while either person is on working time. Employee distribution of literature, including handbills, in work areas is prohibited at all times.

4.21 Use of TI-SL's Property

All TI-SL property and assets, including telephone, computer, internet, equipment, and vehicles, are designated for official business use and are not designated for personal use, and may not be taken home unless authorized by the proper authority. Abuse or misuse of any office asset or property will be met with proper disciplinary action.

4.22 Information & Communication Technology

TI-SL provides and maintains the following forms of electronic communication, messaging agents, and electronic facilities: external electronic mail (e-mail), telephone voicemail, internet access, and computer hardware and software. These systems are business tools provided to staff for the benefit of TI-SL, and employees who avail themselves of these systems should have no expectation of privacy in any aspect of their use. TI-SL trusts that its employees will exercise proper judgment when using these systems and has established the following guidelines:

- a) The internet communications system, as well as the equipment and data stored, are and remain at all times the property of TI-SL.
- b) TI-SL reserves the right and intends to exercise the right to retrieve and review any message or file written, sent or received during working hours or on behalf of TI-SL. All messages created, sent, or received

over the Internet are the property of TI-SL, and should be considered public information. It should be noted that although a message or file is deleted or erased, it is possible to recreate the message.

c) The electronic communication systems may not be used for personal gain or advancement of individual views.

d) Harassment of any kind is prohibited. The electronic communication systems are not to be used to create access to or disseminate offensive or disruptive messages or images. Among those which are considered offensive are any message containing sexual implication, racial slurs, gender-specific comments, or any kind comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability.

In order to maintain a positive and effective work environment for all TI-SL employees, abuses of this policy will be addressed as performance and/or harassment issues and may be subject to disciplinary action, up to and including termination.

4.23 Internet and IT Systems Use

Costs for Internet access are paid by TI-SL. Excessive browsing should be avoided, as computer bandwidth is limited. Information accessed via the internet should be consistent with the business objectives of BAN, although usage of the internet for incidental personal purposes, while not encouraged, will be tolerated provided it is kept to a minimum, does not negatively impact employee productivity, does not include any pornographic, obscene and/or inappropriate material, and does not adversely affect the performance and cost of TI-SL's Internet connections. Prior approval from TI-SL's leadership must be obtained before any file is downloaded from the internet or any program installed on a TI-SL computer.

4.24 Reporting and Accident

In the case of injury or accident, an employee shall submit a written report to his/her immediate supervisor. If the accident is at the fault of TI-SL, TI-SL will cover the full cost of treatment and recovery. If the injury or accident is the fault of the employee, the employee is responsible for the full cost of treatment and recovery. If the accident is the fault of a third party, the determination of cost responsibility shall be agreed upon by TI-SL and the employee, based on accident findings and witness accounts. Should the accident occur while the employee is performing tasks unrelated to official business duties, the employee is responsible for the full cost of treatment and recovery and will be requested to make a significant contribution towards repairs if a TI-SL vehicle is damaged.

4.25 Safety Measures

Failure to observe safety rules shall be construed as being negligent and shall warrant appropriate disciplinary measures.

5. Grievance & Dispute Resolution

5.1 Filing a Complaint/Grievance and Dispute Resolution

Upon verbal or written notification of an employee's grievance, TI-SL shall adhere to the following process:

Reporting – Supervisor

Any employee who feels aggrieved by superiors, colleagues, or working conditions shall report the grievance verbally or in writing to his/her immediate supervisor. If no fair and reasonable solution is reached, then the employee shall report his/her grievance to the Project Officer.

Discussion – Project Officer

The Project Officer shall arrange a meeting with the appropriate parties to discuss the matter within two working days upon receipt of such grievance. In the event the Project Officer should fail to resolve the matter, the grievance may be brought to the attention of the Executive Director, in writing, as submitted by the employee.

Review Written Summary – Executive Director

The Executive Director shall review the employee's written summary of the grievance as well as the determinations made to date. The Executive Director shall then work towards a solution to fully resolve the matter.

Final Determination – Commissioner of Labor

Should the Executive Director be unable to resolve the grievance to the proper satisfaction of any party, the Advisory Board Chairman may be asked to review and make a final determination to settle the grievance.

5.2 Disciplinary Procedures

Disciplinary measures are designed to build a favorable atmosphere between both TI-SL and the employee and to ensure that TI-SL is run under Sierra Leone law. Discipline may be in the form of verbal warnings or warning letters. Warnings are intended as a corrective measure to provide guidance for expected future performance.

Minor Offense –

Behaviors of an employee that constitute a minor offense: Absence from work without permission Late arrival or early departure without proper authorization Consistently not following the instructions of a supervisor Possession of an intoxicating liquor on or within TI-SL property Sleeping during working hours Failure to report an accident in which either an employee or property is involved Improper or indecent attire Smoking during working hours Unauthorized use of TI-SL equipment or property Making excessive noise that interferes with other employees or neighbors Using objectionable/obscene language

Major Offense –

Behaviors of an employee that constitute a major offense: Reporting on duty intoxicated or under the influence of narcotics committing gross insubordination Failure to account for any item or property collected on behalf of TI-SL, stealing or attempted theft of TI-SLs property Conduct calculated to seriously injure TI-SLs mission gambling within TI-SL premises, possession of narcotics on any of TI-SL's premises Using his/her position in TI-SL for personal gain or advancement or to the detriment of TI-SL causing financial loss to TI-SL, committing any act which is prejudicial to the interests of TI-SL, being convicted of any criminal offense under Sierra Leone law

The above list is not exclusive. Comparable offenses will be met with disciplinary action.

5.3 Disciplinary Action

The following actions are taken by TI-SL in the event an employee commits a: 1st

Minor Offense: The employee will be issued a written warning 2nd

Minor Offense: The employee will be issued a second written warning. Any further offense subjects the employee to termination. 1st

Major Offense: The employee is subject to ANY of the following: A final warning notice Suspension for discipline Suspension for investigation Dismissal

5.4 Suspension for Discipline

If an employee commits an offense requiring disciplinary action, then he/she may be suspended without pay for five working days, at any one time. A suspended employee must complete formal handover of all TI-SL property in his/her possession.

5.5 Suspension for Investigation

If an employee commits an offense requiring further investigation, he/she shall be suspended with gross salary pay for the period of investigation, which shall not exceed a period of seven days. If the employee is summoned to court, the employee shall, from that point, receive half of his/her basic pay, until a determination is made. If the determination is in favor of the employee, all monies withheld will be paid back in full and reimbursed and the employee shall be reinstated.

5.6 Dismissal

If an employee commits a major offense, the employee may be summarily dismissed with no notice given and no benefits received.

6. Performance Management

6.1 Purpose

Employees' performance is evaluated in such a way as to promote a comparison of actual performance during the year with the work plan or terms of reference.

6.2 Evaluation Procedures

During the month of January, blank performance review forms will be distributed to all department heads. Department heads will distribute the forms out to all supervisors.

6.3 Performance Targets/Objectives

Shortly thereafter, each supervisor shall hold a meeting with each of his/her subordinates to determine the performance targets/objectives as listed on the employee's job description. During this discussion, the list of performance targets shall be recorded in the first section of the employee's Performance Review Form.

6.4 Continuing Discussion

The Project Officer shall continue to monitor the work performance of the employee through interim performance discussions.

6.5 Appraisal/Review

Towards the end of the year, the Project Officer shall complete the remaining sections of the Review Form so as to clearly appraise the employee's performance.

6.6 Review and Approval

The Executive Director will review the appraisals, and keeping in mind budget provisions, will approve the release or non-release of salary increment.

7. Compensation & Payroll

7.1 General Information

The employee shall be paid a salary at the end of every month. All salaries are paid to the employee's bank account except when there is not a banking service near a TI-SL sub-office. In this case, salary payments may be done in cash.

7.2 Definitions

The term base salary refers to the employee's salary level, excluding allowances. The term gross salary refers to the employee's salary level; including allowances. The term net salary refers to the monies the employee receives after all deductions have been made (taxes, government mandates, and benefits). The term allowances refer to monies added to the base salary amount to account for various additional benefits.

7.3 Timesheets

All Employees shall be required to sign a time book on a monthly basis for their supervisor. Employees shall take individual responsibility to ensure that they have signed their time books and submitted it to the Finance/Administrative office within five working days of the end of the reporting period. Employees who fail to sign time books shall have their salaries withheld. Employees who inaccurately report information in their time book may face immediate termination and/or forfeiture of salary, gratuity and/or benefits.

7.4 Salary Deductions

TI-SL shall deduct 5% every month from each employee's salary for onward transmission to the National Social Security and Insurance Trust (NASSIT). In addition to this amount, TISL will contribute 10% of each employee's salary to NASSIT in favor of each employee (combined total of 15%).

Deductions which are legally mandated such as contribution to the NASSIT and the National Revenue Authority (NRA), as well as any other deductions under Sierra Leone law, shall be made. Other deductions will also include those relating to the recovery of staff loans, salary advances, shortage of cash, and loss or damages.

7.5 Structure – Permanent Employee

The salary of the permanent employee is based upon the employee's position, responsibility, qualification and experience. Upon completion of a satisfactory probationary period, the employee is eligible for an increase of a 1%-5% percent of his/her base salary.

7.6 Structure -Temporary Employee

The salary of a temporary employee, defined as those employees recruited to cover the responsibilities of a permanent employee for a period of time, is based upon the calculation of 80% of the permanent employee's base salary (the salary of the employee for whom the temporary employee is covering). The payment of allowances in addition to this 80% of base salary is per the discretion of management.

7.7 Annual Increment

An annual increase of 5% of the employee's current monthly base salary is awarded to all employees who have served TI-SL as a permanent employee for a period of twelve months or more. An employee could be eligible for a 1%-5% increase above the mandated 5% increase in his/her monthly salary if organizational funding is available and the job performance review justifies the increase.

7.8 Salary Loans & Advances

In certain extenuating circumstances a salary advance may be given. The terms of the advance shall be agreed to in writing by the employee and TI-SL.

In most situations, employees are encouraged to use a bank or other means to receive a desired loan amount. Only in extenuating circumstances may TI-SL offer a loan to an employee. An eligible employee must have worked for TI-SL for a period of at least twelve months. The employee and TI-SL must agree, in writing, to the loan amount and repayment timeline.

7.9 Promotion/Demotion

An employee promoted or demoted to a position of higher or lower responsibility will be given a salary and benefits consistent with the new position.

8. Supplemental Compensation

8.1 Allowances Overview

8.1.1 Business Travel Allowance (Per Diem)

Employees traveling on business within Sierra Leone for one or more nights shall be given a daily per diem as stated in the per diem policy, which can be obtained from the NC.

Employees traveling on business outside of the country or internationally shall be given a daily subsistence allowance as stated in the per diem policy, that will take into consideration cost of living and comparable rates of room and board.

8.1.2 Transport Allowance

Those employees without official TI-SL transport are entitled to a transport allowance to assist with transportation expenses to and from work.

8.1.3 Housing Allowance

To assist with housing cost, employees are paid a housing allowance.

8.1.4 Medical Allowance

To assist with the cost of medical consultation and drugs employees are given a medical allowance.

8.1.5 Transfer Allowance

An employee is subject to be transferred to any part of Sierra Leone where TI-SL may have operations. An employee transferred shall be awarded an allowance according to the length of transfer:

Temporary Transfer (less than 3 months):

- a) TI-SL shall pay a lump sum business travel allowance as determined by management to cover special costs involved as a result of transfer. In addition TI-SL will pay to transport the employee (based on local public transport costs) to the new location as well as move his/her belongings.

a Permanent Transfer (more than 3 months):

- b) TI-SL shall reimburse the transportation expenses directly related to the travel and transfer (based on local public transport costs) of belongings for the employee and his/her spouse, and up to a maximum of three children, up to 18 years of age. A disturbance allowance in the amount of Le 350,000 shall be given to such an employee. If the employee is transferred back, he/she shall be provided with similar return transportation costs. If the transfer is requested by the employee, TI-SL is not obligated to provide transport and resettlement allowance.

9. Benefits

9.1 Bereavement Assistance

In the case of the death of a current employee, TI-SL shall donate a fixed amount to either the next of kin or the nominated beneficiary (as listed on the employee’s biographical information form) to help offset funeral expenses. The amount donated in the case of death of an employee shall be based on the number of years the employee has served with TI-SL and shall be as follows:

- 1 to 5 years of service -----One month’s base salary
- Over 5 years of service -----Two month’s base salary

Any accrued annual leave will be included in the total amount of the donation.

9.2 End of Service Benefit

TI-SL end of service is aligned to the government end of service policy both in terms of what qualifies a staff to entitled for it and the amount to receive. This policy will change as government policy also change.

Any employee/worker who has served the same employer continuously for a period not less than one (1) year and whose services are terminated for reasons other than gross misconduct or any worker/employee who retires, dies, resign shall be entitled to the following benefits:

- ☐ From 1-5 years= 33 working days per month per each completed year of service
- ☐ From 5-10 years= 40 working days per month per each completed year of service
- ☐ From 10 years and above= 45 working days per month per each completed year of service

9.2.1 Standard format to Calcule benefit according to the Labor Law

Name:	Mr. TI-SL
Occupation:	Project Officer
Basic Salary:	Le 833,490 (for instance)
Date Employed:	Oct, 2007
Date of retirement:	Oct 2013
Length of service:	6 Yrs

Reason: Resignation

Trade Group Agreement: Service

Entitlement

1. Article 10(b)- Annual leave Allowances Le 120,000* 6 = 720,000

2. Article 43 (b)- End of Service Benefit

Le 833.000*40*6 = 9,087,272
22

If the staff was not proceeding on leave neither the leave bought by TI-SL then the leave allowance accrued plus the end of year benefit should be paid in full.

10. Leave Allowance

BAN shall grant leave to its employees to enable them to have a break from work and rest, pursue their leisure interests, and to attend to other personal concerns. Employees wishing to proceed on any type of leave must submit a Leave Request Form to be approved by his/her supervisor and confirmed by his/her Project Officer.

10.1 Holiday Pay

All employees who work on public holidays are entitled to the payment of two times his/her regular base salary (except those workers whose normal work day is Sunday and the holiday is on Sunday). Non essential staff should obtain prior approval from management to work on public holidays.

10.2 Holidays

The following holidays will be observed by closing the office to services:

New Years Day – January 1

Good Friday – Varies

Easter Monday – Varies

Independence Day – April 27

Mawlidal-Nabi

Eid al-Fitr

Eidal-Adha

Christmas Day – December 25

Boxing Day – December 26 Any other holidays publicly declared by the government of Sierra Leone.

10.3 Annual Leave

All employees are entitled to a leave allowance after completing twelve consecutive months of service. The allowance amount is equal to one month's base salary. The amount will be paid in full at the commencement of the leave period, as long as the number of leave days taken are above five days. Once payment is taken by the employee, he/she shall not be entitled to any leave pay during subsequent leave taken within the year. The employee is not entitled to payment for leave not taken. While on leave, the employee shall receive his/her salary plus leave allowance.

All employees of TI-SL are entitled to annual leave time for each completed year of service. Prior to completion of one year of service, the employee is not eligible for any leave time.

All staff shall receive leave as follows:

1 to 3 years of service: 18 working days

3 to 6 years of service: 22 working days

6 to 10 years of service: 24 working days

10 to 15 years of service: 25 working days

Over 15 years of service: 27 working days

Leave does not accumulate over more than one year.

10.4 Sick Child Leave

When an employee has a hospitalized child (birth or adopted) and the need is for his/her parents to stay with the sick child in the hospital, the employee may be eligible for up to three days leave. For leave to be approved, the employee must submit a letter signed by a qualified medical practitioner to confirm the hospitalization and illness.

10.5 Urgent Private Affair (UPA) Leave

TI-SL shall grant up to six working days of casual leave per year to an employee to attend to important personal matters. UPA days granted are deducted from the employee's annual leave. Only those employees who have completed twelve months of service are entitled to this leave.

10.6 Compassionate Leave

Upon the death of a close relative of an employee, TI-SL shall grant compassionate leave as determined by management. A close relative shall be exclusively defined as parent, spouse, child (birth or adopted), sibling, mother or father-in-law, son or daughter-in-law or grandchild. Any days taken in excess of the number of authorized days shall be deducted from the accrued annual leave, if available, or taken without pay.

10.7 Educational Leave

Employees may be granted study leave with or without pay when circumstances necessitate. This leave is intended to provide the employee with enhanced professional knowledge (in the form of coursework or examination) so that he/she is better equipped to excel in his/her own job duties. Such leave shall last the duration of the course of study or study period including examination time. Study may be done in local or international institutions. Terms and conditions of this leave will be outlined and formally agreed upon prior to granting the request.

10.8 Maternity Leave

A female employee who becomes pregnant is eligible for paid leave for up to twelve weeks, provided the pregnancy was not conceived within the first three months of her employment (probationary period). Additional leave required at the expiration of twelve weeks will be deducted from available sick leave allowance.

A female employee who becomes pregnant while on probation is eligible for up to eight weeks off, however this time is taken without pay. To receive maternity leave approval, the employee is required to produce a medical certificate signed by a qualified medical practitioner stating the estimated date of confinement.

10.9 Paternity Leave

TI-SL shall give a male employee three working days paternity leave after the birth of his child. This has no financial compensation.

10.10 Short Term Sick Leave

Short term sick leave is defined to be a day upon which an employee is unable to report to work owing to illness and still receive pay. It consists of 6 days per year of paid leave accumulated at the rate of $\frac{1}{2}$ day per month of work completed. For example if the employee has worked for one complete month, they will be entitled to $\frac{1}{2}$ day with pay. Time off in addition will be given without pay. At the beginning of the employee's second year of service and each consecutive year the entire 6 days are made available to the employee for use. However, if the employee uses all of the days and does not complete the entire year of employment for any reason, the employee will be required to pay back any days used prorated to the remaining months in the working year not worked. Once all 6 days are used up, additional sick days for short-time illness will be deducted from annual leave, if available. If the annual leave is also exhausted, the days will be taken without pay. Unused short-term sick leave may not be carried over from year to year.

11. Separation

11.1 Resignation

An employee wishing to resign from TI-SL may do so by giving one month's notice in writing or by paying one month's salary in lieu of notice. Employees are not allowed to use any accrued leave time to replace the advance resignation notice.

If the employee has completed a full year of service and has given proper notice, the employee is entitled to the following:

Leave allowance if not already received for the year
Payment for annual leave days not taken
End of Service payment

11.2 Notice of Separation

11.2.1 Termination

When the services of an employee have not proved satisfactory or when the employee commits an offense which does not merit dismissal, the employee's service may be terminated. All terminated employees, regardless of time served with TI-SL, are entitled to one month's written notice or one month's salary in lieu of notice. If the terminated employee has served TI-SL for a period of at least twelve months, the employee is entitled to the above (Leave Allowance), as well as the following:

- a) Payment for annual leave days not taken
- b) End of Service payment

11.2.2 Redundancy

Redundancy is defined as the involuntary loss of employment with the following conditions:

- a) The employee is in good standing and is not at fault
- b) TI-SL has ceased operations or is discontinuing the position or program for which the employee was engaged and s/he is not to be replaced by another employee.
- c) There is an alteration in the method of operation or administration of the top Management team (TMT) as a result of financial difficulties and consequently there is a reduction of the workforce. In the case of redundancy, TI-SL shall give two month's notice in writing to the employee or shall pay two month's salary in lieu of such notice. In addition, the employee is entitled to:
- d) Redundancy compensation of three month's net salary Leave allowance if not already received for the year
- e) Payment for annual leave days not taken End of Service payment
Before declaring any employee redundant in a particular job, TI-SL shall explore the possibility of utilizing the employee's services in alternative employment.

11.2.3 End of Contract

At the end of an employment contract, TI-SL or the employee may decide not to renew the employment contract. In this case, if the employee has completed his/her probationary period, and has worked for TI-SL for at least one year, the employee is entitled to the following:

- a) Leave allowance if not already received for the year
- b) Payment for annual leave days not taken
- c) End of Service payment

11.2.4 Voluntary Retirement

TI-SL is dedicated to rewarding an employee's long-term service and loyalty as well as providing assistance in planning for his/her retirement years. An employee is eligible for voluntary retirement with full benefits upon completion of ten years of service to the organization and after he/she has reached sixty years of age.

The employee who retires under the above conditions is entitled to the following:

- a) Leave allowance if not already received for the year ;
- b) Payment for annual leave days not taken;
- c) End of Service payment.

11.2.5 Compulsory Retirement

TI-SL reserves the right to retire an employee who reaches the age of sixty-five. If the employee has worked one full year of service, s/he is entitled to the following:

- a) Leave allowance if not already received for the year
- b) Payment for annual leave days not taken
- c) End of Service payment

11.2.6 Summary Dismissal

If an employee commits an offense that warrants dismissal, the employee may be summarily dismissed with no notice given. The employee is not entitled to any remuneration or benefits.

11.3 Exit Interview

Each employee is requested to complete the Exit Interview (located in section 12.2) questionnaire when leaving their term of service with BAN. Upon completion of the form, the document should be given to the Executive Director for the attention of the Advisory Board.

12.1 Exit Interview Please complete the following questionnaire and return to the Executive Director

How long were you employed with TI-SL? What was your position? Why are you leaving?

.....
.....
.....

Would you describe your working relationship (with response to both your particular job and your relationship with fellow workers) as pleasant or unpleasant?

.....
.....
.....

Do you feel that your particular job was important and significant in the overall operation of TI-SL?

.....
.....
.....

Are there any particular practices or working conditions that either led to your decision to resign or that you feel are detrimental to a satisfactory working relationship? If so, what suggestions would you give on how to them?

.....
.....
.....

Are there any particular practices or working conditions that you feel are particularly beneficial to an effective working relationship and that should be maintained?

.....
.....
.....

What was the most positive aspect of your experience with TI-SL

.....
.....

What ideas do you have to improve upon or expand the current program?

.....
.....
.....

Would you consider further employment with TI-SL? What are your greatest memories of the job? Described relationships you formed with people you served? What motivates you to do this kind of work? Would you care to make any other comments?

.....
.....
.....

Thank you again for taking the time to complete this questionnaire.

Signature_____Date_____

12.3 Conflict of Interest

TI-SL seeks to avoid potential conflicts of interest posed by close personal relationships between employees and clients, beneficiaries, or other individuals participating in a TI-SL project or activity. As used in this policy, “close personal relationships” include close familial relationships such as spouse, parents, children, siblings, cousins, and other relations; or romantic relationships. To ensure that close personal relationships between employees and clients and/or beneficiaries do not influence decisions with respect to hiring, promotion, education or access to materials, medicine, health care, money or other financial resources or any other goods or services provided by TI-SL, any employee engaged in a close personal relationship with another person as defined in this policy is responsible for disclosing this relationship in writing to his/her supervisor. Every employee is also responsible for notifying their supervisor in writing in the event a close personal relationship ends.

Employees are prohibited from providing any assistance or service through any TI-SL program, such as access to materials, medicine, health care, money or other financial resources or any other goods or services provided by TI-SL, to anyone with whom they have a close personal relationship except for employees that benefit from any likely TI-SL children sponsorship program. Employees are also prohibited from supervising and participating in any hiring, promotion and evaluation decisions, either directly or indirectly, that may affect an individual with whom they have a close personal relationship. When informed of a close personal relationship in accordance with the policy, the supervisor, in conjunction with the National Coordinator, will recommend steps to eliminate any potential for conflict of interest. In the case of supervisor-subordinate close personal relationships, a reasonable effort will be made to reassign one of the employees to another position.

Failure to disclose the existence or end of a close personal relationship in accordance with this policy is cause for termination of employment.

Any employee who believes this policy is being violated should report the concern to their supervisor, Executive Director or the Advisory Board, or the appropriate management staff at the regional or headquarters level.

Transactions with outside firms must be conducted within a framework established and controlled by the BAN Procurement Policy. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit the employer, the employee or both. Promotional plans that could be interpreted to involve unusual gain require specific approval from the Executive Director.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts or leases, it is imperative that s/he disclose to their supervisor, the National Coordinator of TI-SL as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which TI-SL does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving TI-SL.

12.4 Receipt of Employee Manual

This employee handbook has been prepared for the employee’s information and understanding of the policies, philosophies and practices of TI-SL. Please read it carefully. Upon completion of your review of the handbook, please sign the statement below, and return to your supervisor within the first week of employment.

This policy does not constitute a guarantee that employment will continue for any specified period of time. To the contrary, all programs continue only to the extent of the needs of beneficiaries, available funding, and host country government approval. The contents of this manual do not constitute an expressed or implied agreement of employment or a warranty of any benefits or terms of employment.

I, _____, have received and read a copy of the TI-SL Personnel policy which outlines the goals, policies, benefits and expectations of TI-SL, as well as my responsibilities as an employee.

I have familiarized myself, at least generally, with the contents of this policy. By my signature, I acknowledge, understand, accept and agree to comply with the information contained in the Personnel Manual provided to me by TI-SL. I understand this handbook is not intended to cover every situation which may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits and expectations of TI-SL.

I understand that TI-SL Personnel policy is not a contract of employment and should not be deemed as such, and that I am an employee at will.

Please direct any questions regarding the policies and procedures as outlined in this manual to the Executive Director and/or the Advisory Board