



4YBIN

**HUMAN RESOURCES MANAGEMENT
POLICY AND PROCEDURE MANUAL**

January 2023



Mekelle -Ethiopia

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Annex 1: Acronyms and Abbreviations

Adm	Administration
GM	General Manager
HOD	Head of Department
HRM	Human Resources Management
HSSE	Health, Safety, Security and Environment
4YBIN	For Youth Business Innovation net work
CHSA	Charities and Societies Agency

PART I: INTRODUCTION**1.1 Background**

As the complexity of 4YBIN's operations in Tigray-Ethiopia will increasing over time , it is found to be essential to develop a Human Resources Administration Manual (HR Administration Manual) to improve the staff member utilization.

The efficient utilization of 4YBIN's human resources starts from the application of generally accepted policies, human resources managing standards, application of labor government laws and introduction of clear and practical procedures for the proper implementation of 4YBIN activities.

This manual was reviewed according to the "Report of Actual Findings on HR Administration Draft Manual prepared by 4YBIN" performed by the Chartered Certified Accountants on January, 2023, stating the compliance of the manual to the Ethiopian Labor Law.

1.1.2 mission

The mission of 4YBIN is promoting entrepreneurship and enterprising culture to help youth, especially vulnerable youth, change their life and thereby accelerate and integrate sustainable development in economically poor communities.

1.1.3 Vision

Vision of 4YBIN is becoming the leading Ethiopian civil society organization in providing excellent entrepreneurship and business incubation support to youth within 10 years.

1.1.4 Goals

Goal of 4YBIN is to provide youth comprehensive support packages to start their own businesses including business idea generation, business plan development, entrepreneurship and technical training, technology selection, financing startups and creating market linkages.

1.1.5 Values

4YBIN's core values are;

- ◆ We believe in equality
- ◆ To be self-supporting
- ◆ Solidarity
- ◆ We believe in working with our stake holders
- ◆ Commitment
- ◆ Accountability
- ◆ Transparency
- ◆ Participatory
- ◆ We are role models
- ◆ Democratic
- ◆ Fairness
- ◆ Wise use of resources
- ◆ Dependability
- ◆ Team work
- ◆ Responsibility

1.2 Human Resources Management Policy Statement

We believe that our employees are our most valuable asset. We make an effort to develop the abilities and productivity of our staff. We encourage a work culture, foster relationship with them at every level in the association and make them to express their views and share their ideas to bring about improvements in the association towards the achievement of the common goal described in our vision and mission statements.

Our employees take pride in their work as they are given due respect, and by being empathetic and sensitive to each other's needs. We could make every endeavor to foster a productive culture throughout the 4YBIN.

4YBIN is characterized by

- ♣ Collaborative relationships,
- ♣ Approachable and open communication



- ♣ Courteous, efficient and effective services; and
- ♣ Flexible and fairness.

1.2.1 General

In order to have a successful work environment in any organization, it is essential to have Human Resources Management Policy and Procedures Manual that governs all operation and support staffs. This Human Resources Management Manual provides comprehensive Policies and Procedures which will enable 4YBIN to have uniform approach of Human Resources Management (HRM) functions implementation. This Manual takes into consideration changing situations; however, it doesn't rule out the possibility of flexibility during its implementation.

The Manual briefly describes 4YBIN Mission, Vision, and Values that should be adhered to. The remaining parts of the Manual are detailed Human Resources Management Policies and procedures. Finally, Employees, Operation and Administration Authorities; GENERAL MANAGER/DEPUTY GENERAL MANAGER, Department Heads, Division Heads, Service Heads, supervisors, at all levels should properly understand this Manual, as their clear understanding of the Manual can mainly be manifested in their ability to implement it properly.

1.2.2 Definition of Key Words

This Manual can be cited as 4YBIN Human Resource Management Policy and Procedure Manual and some terminologies are defined as follows:

- a) 4YBIN means the organization established based on the existing Charities and Societies Proclamation No 327/2011 The association controls all the charity programs and business entities allowed/permitted by law.
- b) "**Manual**" means this Human Resources Management Policy and Procedure Manual" by which 4YBIN employees are administer.
- c) "**Employee**" means a person who is legally bound with 4YBIN in line with the Labor Law Proclamation No. 1156/2011 However, the meaning of the word "Employee" in this proclamation is not inclusive of GENERAL MANAGER, Department Heads, and Division Heads or officers with equivalent status.
- d) In this Manual, all provisions stated for the male gender equally apply to the female gender.
- e) "**Permanent Employees**" means an employee employed to a permanent position for an indefinite period in accordance with Ethiopian Labor law 1156/2011 and its amendments.
- f) "**Contract employee**" means an employee hired for a specific period of time or piece of work.
- g) "**Probation period**" is a 60 days duration of work period given to evaluate the fitness of an employee to the position he holds, in accordance with the employment contract agreed upon.
- h) In this Manual, "**Per-diem**" means a payment made to an employee to cover meal, accommodation and other petty expenses when he is assigned to field work outside his regular place of work and beyond a distance of 25km.
- i) "**Disciplinary measure**" is a measure taken against an employee to correct and educate him when he doesn't properly implement the directives set by 4YBIN or who violets the existing laws and regulations.
- j) "**Proclamation**" is the Labor Proclamation No. 1156/2011 and its amendments.

1.2.3 Purpose of the Manual

The Human Resources Management Manual is designed to meet the following goals:

- ◆ To create a transparent, accountable and efficient Human Resources Management System which enables to implement 4YBIN's mission, vision and strategies effectively and competently;
- ◆ To provide a uniform system of Human Resource Management throughout 4YBIN.
- ◆ To assist authorities in the development of sound management practices and procedures, and to make effective consistent use of Human Resources Management throughout 4YBIN..
- ◆ To promote effective communication among managers, supervisors and employees.
- ◆ To ensure, protect, and clarify the rights and responsibilities of both the employer and employees.

1.2.4 Legality of the Manual

The Ethiopian Labor Proclamation in force Proclamation 1156/2011 is the overriding force of authority as far as relations between 4YBIN and its employees are concerned.

Consequently, the proclamation recognizes the need for internal regulation and contracts of employment within the framework of the proclamation.

- a) The Manual provides guidance with respect to the practice and procedure which has developed pursuant to the rules and regulations, and statutes governing employment matters. In the final analysis, however, the legal rights of employees are those which are created by internal legislation, labor laws, and this Manual is intended not to expand nor diminish those rights.
- b) This Manual deals with the wider Human Resources Management issues and doesn't contradict with the labor law. Hence, this Manual has the force of law to which every employee at all levels has the obligation to adhere to at all times. However, in case the provisions of the Manual contradict with labor law, the provisions of the later shall prevail.
- c) It is the responsibility of 4YBIN. management to ensure that all authorities and supervisors are made aware of HR policies and procedures. In addition, the policies and procedures contained in this Manual should be made accessible to all employees.
- d) In order to fulfill duties as a management member, supervisor, or HR Administrator at all levels, it is necessary to be familiar with HR policies and remain up-to-date by periodically reviewing them.

1.2.5 Policy Development

- a) Reviewing and updating of Human Resources Management (HRM) policies will be coordinated by Human Resources Manager at the Head Quarter. The annual review of the Human Resources Management manual, as with all other policies and procedures is critical to helping ensure they are as current, complete and accurate as possible. When there are organizational changes, the manual should be updated and expanded as necessary.
- b) Changes to or creation of policies and procedures may be proposed by Department Heads. Drafts should be forwarded to the General Manager by HR Manager which will coordinate the review, discussion, approval, and distribution process.
- c) The 4YBIN.Management Board, or Board of Directors chair person is the sole and final authority for all decisions related to the approval, revision, or elimination of 4YBIN's wide HR policies.

1.2.6 Maintenance of Policy Manual

All original HR policies and procedures manual will be maintained by HR Manager in 4YBIN. Each Department Heads, Division head, Service Heads HR/Managers Officers will maintain approved copy distributed by General Manager. It is the responsibility of HR Manager/ Officers to collect and dispose outdated HR manuals.

1.2.7 Scope of Application

This Manual shall be applicable to all employees having a term of employment with 4YBIN.General Managers shall be governed by this Manual and by their Employment contract. However, in case the provisions of the Manual contradict with Contract Employment of the Managers, the provisions of the later shall prevail.

1.2.8 Issues not incorporated in this Manual

It is well understood that this Manual cannot exhaustively cover all Human Resources Management policy and procedure issues. Some cases, which are not covered in this Manual, may arise and become difficult to handle or interpret in terms of the provisions defined herein. In such cases some degree of flexibility and common sense shall be allowed provided that in such circumstances and on matters of interpretation of any article of this Manual; advice and consultation from Legal Service or 4YBIN' Finance & Admin./HR Manager should be sought.

1.2.9 Effective Date

This Manual shall be effective as of ratification date.

PART II: RULES OF CONDUCT AND BUSINESS ETHICS

2.1 General

- a) 4YBIN. value honesty, integrity and adherence to the highest ethical standards. All employees have the responsibility for upholding these values and maintaining a commitment to basic principles of ethics and good judgment.
- b) This Code of Conduct reflects 4YBIN's values and defines the common-sense behaviors required of all of its employees to ensure that 4YBIN maintain legal and ethical practices.
- c) It is up to every employee to ensure that all of 4YBIN's working relationships are conducted with integrity and honesty and reflect the spirit of the Code.



2.2 Values Expected from Employees

- a) **Strong Work Ethic**- understand and possess a willingness to work hard.
- b) **Dependability and Responsibility**- come to work on time are there when they are supposed to be and are responsible for their actions and behavior.
- c) **Possessing a Positive Attitude**-take the initiative and have the motivation to get the job done in a reasonable period of time.
- d) **Adaptability**-adaptable and maintain flexibility in completing tasks in an ever-changing workplace.
- e) **Honesty and Integrity**- maintain a sense of honesty and integrity above all else.
- f) **Self-Motivated**-look for employees who require little supervision and direction to get the work done in a timely and professional manner.
- g) **Motivated to Grow & Learn**- In an ever-changing workplace, employers seek employees who are interested in keeping up with new developments and knowledge in the field.
- h) **Strong Self-Confidence**- recognize their strengths as well as their weaknesses and are willing to work on the latter.
- i) **Professionalism**- exhibit professional behavior at all times. Professional behavior includes learning every aspect of a job and doing it to the best of one's ability.
- j) **Loyalty**- can trust and who exhibit their loyalty to the Association.

2.3 Right and obligations of 4YBIN and the worker

2.3.1 Obligations of 4YBIN

- a) Shall inform about the vision, mission, objective and strategy as well as procedures and work plan.
- b) Shall inform administrative manual, disciplinary regulations and work procedures and provide job description which clearly shows the detail duties and responsibilities of each employee.
- c) Shall provide, in accordance with the employment contract, all equipment required for the job and ensure that work places are suitable for health, so that the employee can fulfill his duty as per the required time and quality.
- d) Shall implement government directives, rules and regulations pertaining to the rights and the benefits of the employee and shall also implement, if there are any directives and additional obligations, set by 4YBIN at any one time.
- e) Shall pay the salary of the employees every month between 25th and 30th. Shall provide all other benefit on time.
- f) Shall freely issue to each employee a modern identity card that will be used as long as the employee in the organization. 4YBIN should renew the ID free of charge. However, in cases of request for replacement due to mishandling or loss, the employee shall cover the expense.
- g) Shall keep personal file of all employees which contains letter of employment, salary, various leaves taken at different times, health and police clearance certificate, period of promotion, testimonials of educational qualification and work experience, directives related to work and letters of testimonials regarding the employee, letters of disciplinary measures, etc.
- h) Shall issue appropriate leaving certificate to the employee during his/her leaving and make necessary payments.
- i) Shall support by providing the necessary material, office and related services when the employees are requesting to setup a labor union and/or when collective agreements are made.
- j) The provident fund of the employee collected every month shall be deposited where high interest can be secured in a saving account opened in his/her name.
- k) Shall make the performance evaluation of each employee every six month by the immediate supervisor of the employee and shown to the employee for his comments and signature prior to its approval by the responsible executive.
- l) Shall take the necessary measures to protect the safety and health of the employee and prevent accidents related to his work. It shall also follow the directives set by the appropriate bodies regarding these measures.
- m) Shall effect the termination of the contract of an employee in accordance with proclamation No 1156/2011, when the need arises.
- n) Shall bail an employee who is sued for causing damage while conducting his/her assignment until final verdict is given. But if the employee causes accident using the Association's

- vehicle while conducting activities outside his assignment, transporting passengers or freight, the association shall not bail him out.
- o) Shall provide training on accident prevention methods and the usage and handling of equipment by professionals whenever necessary.
 - p) Shall ensure that the general organizational set-up of the Association, i.e., , the supply of office supplies/material, the placing/storage of supplies and spare parts, modes of issuing or distribution, etc., and related matters are not hazardous to the health of the employees.
 - q) Shall protect the employee from arbitrary transference, suspension or dismissal and other similar forms of penalties for appeal complaint or requesting advice and assistance regarding his rights in accordance with the law from the concerned authority.
 - r) Shall maintain the confidentiality of the personal file/record of every employee and shall also allow the employee to see his/her personal file in the presence the concerned bodies if she/he wants to do so in
 - s) Shall design and conduct trainings and educational programs that would help improve the quality and productivity of the association.

2.3.2 Obligations of the worker

- a) Shall abide by the rules, regulations, policies and directives, procedures and manuals of 4YBIN.
- b) Shall properly and efficiently conduct his duties utilizing his full capability and energy and shall exert the necessary effort to improve service.
- c) Shall respect and obey all supervisions made and directive given by his immediate supervisor in relation to his work.
- d) Shall protect the property of 4YBIN. and the equipment for which he is responsible, utilize them economically in a manner that could make them long-lasting, and shall return them back on time during termination of his contract.
- e) Shall be forced to be assigned in activities not included in his job description when accidents are likely to occur.
- f) Shall not practice acts which may harm the physical and mental well-being of himself and his colleagues, as well as the properties of the organization.
- g) Shall not take any property, equipment or material without the permission of the concerned head or transfer them to other body or use them for purposes not related to the work of 4YBIN realizing it is illegitimate to commit such acts.
- h) Shall not be on duty intoxicated with either alcoholic drinks or drugs. Shall respect working hours during working days. Shall not create conflicts or do battle.
- i) Fulfill directives related to health care set by the association and take vaccinations provided; respect other directives related to health care and danger prevention mechanisms and implement them.
- j) A worker must get the consent of his immediate boss to leave his work during regular working hour.
- k) Shall accept either written or oral order of the section head or his superior to cover the duties of a missing worker.
- l) Shall struggle as much as he can to eliminate embezzlement, wastefulness, and abuse of power.
- m) Shall report to the administration of the association, birth, death, marriage, and divorce as well as other changes in the structures of his family as quickly as possible.
- n) Shall have health checkup when situations compel or when the association demands so, for sufficient reasons.
- o) Every driver shall renew his license duly with his own expense.
- p) Shall comply without quell when asked to be searched on entering or going out of 4YBIN.
- q) The worker has a responsibility to get trained and give training at skill upgrading trainings organized by 4YBIN.
- r) Should not perform his personal affairs during the working hours of 4YBIN, unless given permission by 4YBIN.. He cannot also absent himself from work without permission.
- s) A shift worker shall not abandon his machinery before transferring it to his replacement, unless given permission to do so by his immediate boss.

- t) Has a responsibility of notifying about a worker who causes damage on the property of the association or on a fellow worker who causes harm or steals, do battle to the leaders of the institution.
- u) Shall actively participate in meetings and discussing forums related to work and organized by 4YBIN..
- v) Is obliged to pay for equipment given to him when lost due to various reasons, unless this happens beyond his control. The payment shall be made on the current cost estimate of the equipment on a fixed term. Besides, the worker shall make inventory of the asset under his control annually or whenever he is asked to do so.
- w) The worker shall not use the weapon given to him for executing his work to threaten his colleagues and the customer of the association.

2.3.3 Rights of 4YBIN

- a) To direct, administer and supervise the activities and performances of the worker as per the contract of employment.
- b) To prepare the work plan and regulation of the corporate office and the association and implement, direct and supervise them.
- c) To employ administer, give salary and promotion, control transfer, appoint, demote, suspend, fire and take legal disciplinary measures against the worker in accordance with the manual and applicable rules.
- d) To create new positions, cancel or improve, and its right to fix salary or other payments is also reserved.

2.3.4 Rights of the worker

- a) All the rights, benefits and payment stated in this manual shall be preserved to every worker without any discrimination.
- b) No one can withhold or cut the salary of any worker, save with the consent of the worker, or in accordance with the administrative directive of the institution or by law.
- c) When the worker demands to see his personal file by submitting a written application to the administrative head, he will be permitted to do so in the presence of the Records and documentation service head or any other concerned head.
- d) If he has grievances as regards promotion, transfer, education, training, disciplinary measures and the like, he has the right to come forward and get explanation about the implementation and the measures taken.
- e) Has the right to participate and freely voice his opinion and discuss its implementation when the institution comes up with a new plan and papers budget, and has also the right to attend workers meetings, forward his views freely and openly at any forum and take his own stand.
- f) Can submit complaint against 4YBIN. sue the institution.
- g) Can air his grievances collectively and individually and has the right to get written or verbal reply depending on the presentation of the complaint.
- h) Has a right to become a member of an association, edir, Eqib and others.
- i) Has the right to refuse to execute the assignment given to him by the institution if there is a tangible reason that it may endanger his life and is dangerous to his health. Yet what's termed here as tangible reason should be verified by a professional.
- j) Has the right to request for and get information about the association under it, unless this doesn't affect the safety and benefits of the association.
- k) The worker has the right to get certificates of work experience, and a letter stating the amount of salary he earns whenever he requests.
- l) When the association takes a measure against the promotion of the worker, the worker has the right, in accordance with grievance procedure, to take up the matter with the concerned head (that is up to the level of the general manager of 4YBIN and defend his right.



3.1 Manpower Planning

3.1.1 Objective

4YBIN recognizes the need to adopt an effective manpower forecasting, planning and control to meet 4YBIN's plan with the aim of achieving efficiency, and proper management of Human Resources.

3.1.2. Procedure

4YBIN shall work out its manpower plan in the following manner:

- a) Take an inventory of the existing manpower.
- b) Compile information regarding employees, who shall be retired, by profession, gender, etc. and time of retirement.
- c) Compile information regarding future personnel requirement classified by skill and type of employment.
- d) Project the vacancies that shall be caused as a result of promotion, transfer, termination of employment etc. and examine the changes thereto.
- e) Examine manpower utilization of 4YBIN by type and time of employment at least on an annual basis. This shall include:
 - ◆ Additional manpower required.
 - ◆ Reduction in manpower.
 - ◆ Relief or replacement manpower required.
 - ◆ Redundant manpower.
 - ◆ Employees to be trained in order to replace others.
 - ◆ Number of employees who are on training to improve their qualifications.
 - ◆ Prepare the necessary budget along with the manpower plan.
 - ◆ Implement the plan and evaluate performance periodically.
 - ◆ Report its achievements and drawbacks.

3.2 Key Employment Principles

- a) 4YBIN provides equal opportunity to everyone regardless of age, gender, color, race, national origin, political belief or disability that does not prohibit performance of essential job functions.
- b) This is reflected in practices and policies regarding hiring, training, promotions, transfers, lay off, pay, and other forms of compensation.
- c) Once hired, all matters relating to employment are based upon ability to perform the job, performance outcomes, honesty, dependability, and reliability.

3.3 Types of Employment

- a) **Employment for Indefinite Period:** This type of employment contract is an employment that will stay for unlimited period of time.
- b) **Employment for Definite Period:** This type of employment is an employment that will stay for limited period or duration. A contract of employment may be included for definite period or piecework as define in the proclamation 1156/2011, Art 10.

3.4 Vacancies

- a) All activities of 4YBIN shall be carried out on the basis of an organizational plan.
- b) A vacancy is deemed to exist only after the need has been fully justified and the justification has been scrutinized and approved by GENERAL MANAGER.
- c) For every vacancy desired to be filled, an employee requisition shall be initiated by the requesting Head of Department (HOD) or service with duties and responsibilities clearly stated. Manpower Requisition Form HR/001 is attached in Appendix 1.
- d) Qualifications required for a vacant post shall be in accordance with the relevant provisions in the position's job specification.
- e) The requesting department/body shall identify its manpower requirement, fill the employment request form, and present it to HR Manager/ Division/Officer.
- f) All Employment requisitions made for a vacant post shall be approved by GENERAL MANAGER.



3.5 Sources for Filling Vacant Posts

- a) A vacant post could be filled from internal sources or external sources. Internal source consists of internal transfer and promotion. External source could be external transfer or direct hiring.
- b) As a first step, efforts shall be made to fill vacancies by transferring employees who are fit for the vacant position from within 4YBIN.
- c) When it is not possible to fill vacancies by transfer, 4YBIN shall invite candidates through internal vacancy
- d) When it is not possible to fill vacancies from within, 4YBIN invites candidates first from related companies then from the labor market or shall try other means like head hunting, contacting recruitment agencies, academic institutes etc. to fill the vacancies.

3.6. Transfer

- a) Transfer is a lateral placement of an employee from one place of work to another place of work or from one position to another.
- b) Lateral transfer of an employee shall in no way result in the change of his previous salary and job grade. Yet he shall get all the benefits attached to the position (place) to which he is transferred.

3.6.1 Permanent transfers

- a) An employee can be transferred from one work place of 4YBIN to another work place of 4YBIN from one department to another department through a decision to be passed by GENERAL MANAGER.
- b) 4YBIN Charity shall give prior notification in writing to an employee who is going to be transferred permanently and the transfer letter shall include the place and position he is transferred, the salary and benefits attached to the position. However, when the transferred employee is to be moved to another town, he shall be notified in writing before 30 calendar days.
- c) Employee transfer request form is to be completed and approved by all concerned prior to effecting transfer.
- d) If an employee doesn't accept the transfer with no good cause, he may be terminated immediately.
- e) If an employee is transferred by the initiation of the GENERAL MANAGER and if the transfer entails cost, 4YBIN shall provide him transportation facility including for his family and luggage; or shall pay travel allowance from the day of his departure to his arrival date to the new place or shall cover the transportation cost of his family and luggage in accordance with the regulation. This doesn't apply to job transfer within a town.
- f) An employee transferred by the initiation of 4YBIN permanently shall be paid per-diem of 15-days as per his salary scale to help her/him settle in the new area.
- g) Before the transferred employee leaves his work place, he shall handover all pending issues and properties in writing to the assigned employee and copies of the documents shall be sent to all concerned bodies. Besides he shall submit a clearance form signed by all concerned Departments or services to the HR Manager/Division/Officer.

3.6.2 Temporary transfer

- a) Temporary transfer shall be made so as to solve work problems that arise temporarily at any one of 4YBIN work stations.
- b) Temporary transfer shall be made for a maximum of 6 months only. A transfer that exceeds 6 months shall be considered as permanent transfer.
- c) An employee who is temporarily transferred shall be entitled for one month per-diem and only accommodation if it continues up to 6 months as appropriate.
- d) When an employee is transferred temporarily, he shall be given 7 calendar days written notification stating the place and position of transfer. Yet the transfer shall not affect the benefits, salary, and the job grade he has secured earlier.

3.7 Promotion

- a) This promotion refers to promotions that will be placed based on internal staff competition. However, career promotions could be introduced and shall be based on the criteria set in operation areas.
- b) When a vacant position is created, the concerned Department/body shall request in writing to the Finance & Admin./HR & Admin. Manager to get the position filled, stating the title of the vacant position, the reasons why it was created, the job specification and other relevant criteria.
- c) The Finance & Admin./HR & Admin. Manager shall submit the request for approval to the GENERAL MANAGER, President after examining the necessity of the vacant position and verifying whether there is a budget allocated for it.
- d) When the GENERAL MANAGER decides on the filling of the vacant position by promotion, the Finance & Admin./HR & Admin. Manager shall post an internal vacancy announcement where every employee can see it for at least five days.
- e) A promotion process should be finalized, at most, within 20 days starting from the date of vacancy notice.
- f) The content of the vacancy announcement shall include the following:
 - ◆ Job title and number of vacant positions;
 - ◆ Job grade and salary;
 - ◆ Job specification;
 - ◆ Application or registration deadline;
 - ◆ Others as appropriate.
- g) Every applicant shall get permission from or supported by his respective Head of Department.
- h) Only employees with the basic qualifications and experience, and *very good performance ((from 85% (4.25 out of 5 and below 95% (4.75 out of 5)) performance* results shall be considered as candidates for promotion.
- i) An employee who had earlier gained promotion shall compete for another position only after serving for at least two years in his current position.
- j) Any promotion shall not be valid unless recommended by the **Promotion Committee** stated below and endorsed by the General Manager or his delegate.
- k) An employee who is promoted shall not be made to stay for more than one month in his previous position unless there is force majeure. In this case the General Manager may decide.
- l) The newly promoted employee shall get the starting salary of the position; other privileges and benefits attached to it from the effective date of his promotion.
- m) When an employee is promoted to a higher position and his previous salary is equal or exceeding the starting salary of the new position, he shall get a two-step increment in the new grade he has attained.
- n) If the promotion results transfer from permanent place of work, the benefits stipulated in the permanent transfer shall be implemented.

3.8 Promotion Committee

- a) A Promotion Committee shall be formed to select best candidates from among competitors for a vacant post and recommend for final approval. The committee members shall be:

♣ Finance & Admin Manager/HR Division	Chairperson
♣ Respective Department Head	Member
♣ Personnel Officer	Member and Secretary
♣ Employee's Representative	Member
- b) When a member of the Promotion Committee appears as a candidate for a particular vacant post, he shall temporarily resign from the committee and the remaining committee members shall finalize the selection process.
- c) An employee who is elected as a member of the committee must have at **least two-year** service in 4YBIN.



3.8.1 Evaluation criteria for promotion

When the personnel head of 4YBIN. submits the application and testimonials of the qualified candidates, the committee shall scrutinize the candidates' records and select based on the following criteria:

- Competence and seniorities (Direct/relevant work Experiences)
- Educational Qualification
- Performance Appraisal Result
- Personal File/Record Quality

3.8.2 Promotion approval procedures

- a) The GENERAL MANAGER can fully or partially accept or reject the recommendation of the committee or order the committee to re-examine it again.
- b) An employee promoted shall be officially notified in writing and copy of the letter along with other relevant documents shall be kept in his personal file.
- c) A letter stating the promotion, salary and benefits attached to the post shall be given to the promoted employee within 7 calendar days after approval.
- d) The new salary and other benefits of the promoted employee shall be effective as of the date of approval by the General Manager.

3.9 Recruitment

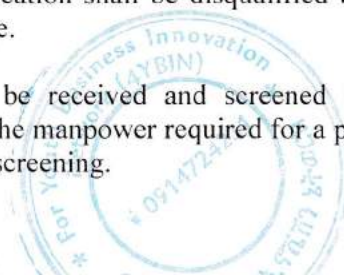
- a) When it is not possible to fill from within, 4YBIN shall invite candidates from the labor market through vacancy announcements.
- b) The announcement shall be made on notice board, by radio, television, on local newspapers or other mass media, E-recruiting, through Website of the 4YBIN or other options may be explored, as deemed necessary.
- c) Any external vacancy announcement may include the following:
 - The title of the job;
 - Starting salary;
 - Brief job description;
 - Benefits attached to the position (if any);
 - The position (Grade);
 - The required educational qualification; work experience and competence;
 - Place of the work;
 - Deadline for submission of application;
 - Other supporting documents the candidate has to produce;
 - Term of Employment (type of employment);
 - Other relevant information as appropriate.

3.9.1 Registration of applicants

- a) Application could be made by mail, email, or in person as appropriate.
- b) Candidates who respond to the announcement shall be registered by the human resource department as appropriate.
- c) Photocopies of all documents testifying education, work experience and other documents of applicants should be counterchecked with the originals. However, if the applicant is still employed in another organization, he shall not be asked to produce letter of resignation before he is finally selected.
- d) Unless decided by the General Manager under special conditions, application submitted after the deadline is not acceptable.
- e) Unless the applicant submits the documents, he is requested to produce in accordance with the announcement on time, or if it becomes evident that he does not fulfill the required information, his application shall be disqualified before he passes to the next phase of employment procedure.

3.9.2 Screening and selection

- a) Application documents shall be received and screened by the Finance & Admin. Manager/ Division Manager. The manpower required for a position shall be screened out on the basis the criteria set for screening.



- b) Candidates qualified for interview or exams are called through appropriate means stating time and date of interview or exam.
- c) Interviewing/examination shall be made by the Finance & Admin. Manager/Division Manager in conjunction with the requesting Department Heads/Managers.
- d) Examination could be used as a means of selection depending on the nature of the job under consideration. Exam could be given by internal or external agencies or skill testing centers.
- e) Before final selection, references might be checked or further investigation depending on the position and condition of the candidate would be made.
- f) Finance & Admin or HR & Admin. Manager/Officer and the requesting Department Head will select the best candidate and submit for approval or final decision.
- g) Employment of the best candidate shall be decided / approved by the GENERAL MANAGER or his delegate as appropriate.
- h) The candidate selected accordingly shall then be asked to produce police clearance and medical examination certificates from the respective 4YBINs. (Form 002-003 are attached in Appendix 1)

3.10 Candidates not Eligible for Employment

- a) A person dismissed from Government offices or any other organization or from related companies because of serious disciplinary offences.
- b) A person whose age is under 18 or above 60.
- c) A person who is unfit on medical ground
- d) A person with criminal records (Failure on police clearance)

3.11 Contracts of Employment

- a) 4YBIN may have two types of contracts designed one each for:
 - Contract of Employment for indefinite period;
 - Contract of Employment for definite period. This will include Casual/Seasonal worker employed for a minimum period of 30 days.
- b) Each employee shall be required to sign an applicable contract of employment per (a) above, to be effective the first day of employment.
- c) The contract of employment shall be counter signed by GENERAL MANAGER for employment of department heads and all designated in equivalent positions. For the rest of employees, the Finance & Admin Manager shall sign on behalf of 4YBIN.
- d) The candidate who fully meets all the requirements will be given a letter of employment signed by the GENERAL MANAGER or Finance & Admin Manager as provided in the contract. The letter of employment shall specify the following:
 - ✓ Job Position/ job title;
 - ✓ The Department/unit to which he is assigned to;
 - ✓ Date of Employment.
 - ✓ Salary Grade and details of the monthly salary and applicable allowances.
 - ✓ Place of work and working hours as applicable to the work location.
 - ✓ Probation period,
 - ✓ The duration or term and conditions of employment contract and other relevant documents;
- e) Attached to the letter of employment, the employee shall be given a complete job description detailing his duties and responsibilities.
- f) The Finance & Admin. Manager shall open a personnel file (in hard copy and in soft copy) containing at least the following important information.
 - ✓ One current (not exceeding 6 months) passport size photograph, and application letter requesting for an employment;
 - ✓ Minutes of employment committee proceedings;
 - ✓ Health certificate and Police clearance;
 - ✓ Testimonies of educational qualification and work experience;
 - ✓ Probation letter of employment;
 - ✓ Job description;
 - ✓ Contract of employment or agreement.



- g) Access to employees' personal files is limited to the relevant staff member of HR Staff.
- h) The employee can have access to his personal file in the presence of the Head, Human Resources or his designate.
- i) After the employee completed induction program and filling employees' datasheet (Form HR/002 attached in Appendix 3) shall be given a 4YBIN Identity card (ID).

3.12 Induction Process

- a) Following the final appointment, selection of a newly recruited Employee, an induction program shall be carried out primarily by the respective Finance & Admin. Manager/ HR & Admin. Division Manager and the Department in which the new staff is going to be assigned. A public relations officer (if any) may also be involved in the induction program especially in the general orientation program recruits.
- b) The induction program, basically, shall be divided into two main events; namely the general orientation and explanation about 4YBIN to be handled by HR Officer and Public Affairs Officer and secondly, the orientation and explanation focusing on the new employee's specific job to be conducted by the immediate in-charge. Orientation Sheet Form HR/003 is provided in Appendix 3.
- c) Accordingly, the first event of the induction program focuses on:
 - ◆ Detailed explanation of faculties' profile, organization set up, their, Mission, Vision and core Values.
 - ◆ Introduction of the new employee to top and middle management officials and 4YBIN premises/services,
 - ◆ Introduction to employee's duties and responsibilities;
 - ◆ Introduction to Rules of conduct and ethics;
 - ◆ Introduction to Working systems, safety rules, regulations, directives and policies of 4YBIN;
 - ◆ Introduction to the relationships that he is supposed to have with immediate supervisor, fellow workmates and other units i.e. lateral and vertical;
- d) The immediate supervisor of the employee shall conduct subsequent orientation and induction on the following topics:
 - ◆ Conduct tour of Department and other operation areas and facilities
 - ◆ Introduce staff
 - ◆ Orient work area
 - ◆ Safety and security rules
 - ◆ Policies, standard operating procedures (SOPs), and
 - ◆ Work instructions.
 - ◆ The relationships that he is supposed to have with fellow workmates and other units i.e. lateral and vertical;
- e) Based on the specific nature and condition of the job, a programmed on the job training may be conducted to help the incumbent master his assignment.
- f) 4YBIN shall provide HR Policies and procedures Manual to the new employees that will be returned after 3 days of employment.
- g) Finally, the immediate manager of the new incumbent and the public Officer shall make every effort to make the new employee feel at home and help him easily adapt to the new environment. This can be done through a follow-up interview sometime after the new employee has been on the job, and able to answer further questions that the new employee might have and to repeat some of the earlier information for emphasis.
- h) For employees promoted from within, the second event of the induction i.e. introducing to his new assignment noted on item (d) would be sufficient.

3.13 Probation Period

- a) The first 60 calendar of duration for employment shall be considered as the probationary period for employment made for indefinite period.
- b) An employee may be subjected to one probationary period during the term of employment and a person reemployed shall not subject for probation period.
- c) Evaluation of employee on probation shall be made before the end of the probation period.

- d) The employee will be notified, in writing, of 4YBIN's decision either to continue with or to terminate her employment of contract of employment.
- e) An employee who is on a probation period can be dismissed without prior notification. Similarly, he can also resign on his own accord without giving prior notification to 4YBIN
- f) An employee who has successfully completed his probation period shall be considered as an employee effective from his date of employment on probation basis. He shall have the privilege of getting the benefits stated in the labor proclamation law and in this Manual with effective from the date of his employment.

3.14 Employment of Temporary Employees

- a) Temporary Employees are employees hired:
 - ◆ For seasonal or occasional or irregular or specified piece of work.
 - ◆ In the event or of occurrence of abnormal pressure of work.
 - ◆ As a replacement of an employee who is temporarily absent from duty due to leave or other reasons.
- b) The duration, the conditions of termination and other rights and obligation of the employer and the employee shall be governed by the specific contracts of employment. In matters not covered by the specific contracts, the labor proclamation in force and this manual shall apply as appropriate
- c) When an employment contract for those defined in 3.14 (a) here above includes a fixed duration the following should be observed strictly:
 - Probation period for fixed term employment shall be as stated in the contract employment but should not exceed the 60 days limit. No need of probation period for employment contract that lasts up to 3 months.
 - All contracts of fixed periods should be terminated at least on their expiration dates.
 - If the prescribed work is completed prior to the fixed date the contract should be terminated immediately.
 - If a piece of work or project requires longer duration to accomplish it and the fact is supported and approved by the GENERAL MANAGER, old contract should be terminated and new contract of employment should be signed.

3.15 Employment of Expatriates

- a) Conditions for employment of expatriates – expatriate employees/consultants can be employed under the following circumstances:
 - When he has been unable to retain an Ethiopian, who can carry out the task, following a reasonable search.
 - When the employment of an expatriate is necessary in order to transfer know-how relating to new work systems, technology, or improve managerial capability of local senior employees and managers and similar other matters.
- b) Procedures for the employment of expatriate employees/consultants/engagements include:
 - The HOD/head of service shall explain the necessity of the employment of an expatriate employee/consultant and submit justification to the General Manager; the General Manager may take issue to Management Committee for endorsement and to be approved by 4YBIN Management Board/Board Chair Person.
 - Expatriate employees/consultants may be engaged on a contractual basis for a fixed-term period.
 - When an expatriate is engaged in relation to a position that is expected to work maximum for a period of 3 years, the Association may assign a local individual, for training purposes, with a view for the local individual to eventually assume the position. This will be subject to the discretion of the GM of the Association.
 - When an expatriate is employed, the employment contract shall incorporate the duties and responsibilities of the employment, terms of payments and benefits plus any other supporting relevant information.



4.1 General Objective

The purpose of the employee's performance appraisal policy is to serve as a means of measuring and enhancing individual performance, fostering professional development and career growth, aiding in the determination of merit salary increase and documentation.

4.2 Specific Objectives

- a) To develop, motivate, and guide employees so that they will contribute to the best of their abilities and performance outcome.
- b) To develop and maintain open formal communication between employees and their supervisors.
- c) To improve performance, job satisfaction, productivity and morale of employees.
- d) To rate employee performance with the ultimate purpose of directing the efforts of all employees toward achieving the goals and objectives of 4YBIN.
- e) To assess training needs by identifying gaps and inadequacies that could be remedied through training.
- f) To enable 4YBIN to possess consistent basis for considering salary increments, bonuses, promotion, transfers or termination of contracts of employment.

4.3 Procedure

- a) For employees under indefinite time of contract with 4YBIN, performance appraisal report shall be filled twice in a year (every 6 Months) and shall cover the following:
 - h) The first report covers from:
 - ♣ January 1- March 29 : Submission: April 31
 - ii) The second report covers from:
 - ♣ JApril 1- May 30; Submission: June 31
 - ♣ Cumulative Average calculated by Personnel Heads: Submission: July 30
- b) The performance appraisal of an employee should be filled in a manner that could foster a justice and democratic culture. This means the employee and his immediate superior shall plan the work, evaluate the implementation of the plan together, and the former shall be allowed to give his comments about the performance report.
- c) Immediate in-charges of charity, department, or unit under which the employee is currently working shall fill the performance appraisal report twice a year. The employee shall be given a chance to express his views and put his signature on the completed performance appraisal report. Employees' and Management Members Performance Evaluation Sheet Form HR/004A, and HR/004B, is provided in Appendix 3.
- d) Performance appraisal of employees shall not be subject to arbitrarily and personal relationships and prejudices and shall be based on the concrete evaluations of the weaknesses and strength of the employee.
- e) 4YBIN, depending on the nature of their work and as found necessary, shall define evaluation rating points that would enable it to evaluate their employees in advance.
- f) All performance evaluation reports of each Department, Services, Sections or Units should be sent to Finance & Admin. Manager/HR & Admin. Manager in 4YBIN. The signed copy of the performance report shall be kept in the personal file of each Employee.
- g) The Finance & Admin. / HR & Admin. Manager will ensure that evaluation reports are submitted on time.

4.4 Result of Appraisal

- a) Performance ratings should be based on the following categories which must be derived from detailed performance evaluation as per relevant formats.
 - Below 65% (3.25 out of 5), Unacceptable performance
 - From 65% (3.25 out of 5) and below 75% (3.75 out of 5), Fair performance
 - From 75% (3.75 out of 5) and below 85% (4.25 out of 5), Good performance
 - From 85% (4.25 out of 5) and below 95% (4.75 out of 5), Very good performance
 - Above 95% (4.75 out of 5), Excellent/Outstanding performance.
- c) Performance appraisal results shall be utilized for the following purposes:
 - a. Evaluation-to assess an employee's effectiveness and productivity against the goals and objectives set by the managers.

- b. Development- it helps guide decision-making regarding employment actions, personnel planning and training and development.
- c. Recognition- to recognize outstanding employees.
- d. Employee feedback- helps human resources and senior management with career planning.

4.4.1 Training

If the appraisal indicated in fair performance and below, i.e. his performance lies below 70% it is practical and beneficial to provide further training to the employee for improvement of his/ her performance.

4.4.2 Written warning and follow-up

4YBIN shall take the following steps in addition to 4.4.1 above, if the appraisal result of the employee is unacceptable, i.e. below 65%.

- a) When an employee under appraisal is found unable to cope with responsibility, he shall be served with a written warning indicating clearly his shortcomings and be given a final period of six months during which he has to show significant improvement or otherwise face action including dismissal on grounds of inefficiency.
- b) If and when possible 4YBIN employee found weak in his post may be re-assigned to a lower post for a final trial of six months.
- c) Due follow-up, encouragement, and possibly training should be accorded to the employee during the six months period indicated in a) and b) here above.
- d) If, at the expiry of the six months period and after having been given full opportunity for improvement, the employee has still shown poor performance, he shall then be suspended immediately and the case be passed on to the Finance & Admin./HR & Admin. Manager for recommending appropriate action. Finally, the GENERAL MANAGER will decide termination of contract employment as appropriate.

4.4.3 Verbal advice and follow-up

- a) It is essential for the purpose of good morale and good efficiency to bring adverse reports to the attention of the respective employees so that they will have adequate opportunity for improvement.
- b) 4YBIN authorities and supervisors will make extra effort to assist average performers to improve their performance for future growth.

4.4.3 Verbal or written appreciation

Verbal and/or written appreciation shall be made by Supervisors/Section Head, Department Heads etc.... to recognize employee's significant achievements.

4.4.4 Custody of appraisal documents

- a) Documents pertaining to performance appraisal shall be kept with utmost secrecy.
- b) Appraisal documents pertaining to all employees shall be in the custody of Personnel Officer.
- c) Appraisal forms pertaining to GENERAL MANAGER and Department Heads shall be kept at the General Manager or HR Manager Office as appropriate.

PART V: TRAINING & DEVELOPMENT

5.1 General

- a) Training and development programs of 4YBIN are primarily to develop employees with the necessary knowledge and skills by enabling them to carry out their assigned jobs with ease confidence and utmost effort.
- b) Training activity is carried out with high reference to broader organizational goals and should be regarded as purposeful.
- c) Training needs may be identified from the following:
 - ✓ Low performance results/gaps at individual employees' level, at occupational level, and at 4YBIN level;
 - ✓ Introduction of new technologies that need new skill and competencies;
 - ✓ Introduction of new work methods, systems of work or promotional purposes.
- d) Training needs may be identified by immediate in charges/supervisors through performance appraisal and passed to the Finance & Admin./HR & Admin. Manager for action.



- e) All training programs (either domestic or external) shall be prepared by Finance & Admin./HR & Admin. Manager and shall be approved by GENERAL MANAGER or his delegate and implemented by all Departments.
- f) Employees selected for training courses shall continue to receive their full salary and related employment benefits, for the duration of the course.
- g) For all approved courses, all travel expenses and allowances shall be in accordance with 4YBIN's Business Travel (Per-diem) Policy.
- h) All costs associated with the approved training program, shall be based on 4YBIN training budget unless and otherwise cost sharing contract is entered with the trainee.

5.2 Mode of Training

5.2.1. In-house training

- a) Workshops, seminars and short-term trainings are organized periodically by 4YBIN using own staff as resource personnel.
- b) Human Resource Department prepares schedule of training based on the gap, program and activities and advises all affected Departments and, when the employees are required for training.
- c) Employees shall be nominated for training by their supervisor or Manager.
- d) Certificates of attendance, participation and successful completion will be issued to all course participants.

5.2.2 Third party training

- a) Third party training is participation in a training program including workshops and seminars arranged by organizations, institutes, or training centers outside 4YBIN.
- b) For employees to participate in training programs, they must be engaged on a contract of employment to serve 4YBIN for a period of one year unless otherwise stated by the GENERAL MANAGER.
- c) Employees may be nominated to participate in training programs provided that attendance is recognized as part of an employee's individual development plan.

5.3 Obligations of Trainees

- a) Employees trained on 4YBIN expenses shall serve 4YBIN for the period determined and agreed in the training contract agreement which, as a minimum, shall be twice the training period and not less than one year.
- b) If and when an employee trained on 4YBIN expenses terminates his contract of employment of his own accord before serving the association for the period indicated here above, he shall refund all training expenses and other costs which has to agreed and included on the training contract agreement.
- c) Employees trained on 4YBIN expenses shall submit their training testimonials along with a precise training report within the month of completion of the training.
- d) An employee shall not change, interrupt or extend his field of training without written approval of 4YBIN GENERAL MANAGER, or his delegate.
- e) An employee who does not accept training thus adversely affecting the growth of 4YBIN will be terminated with notice in accordance with the provision in the labor law, Proclamation No. 1156/2011, Article 28, 1(a).

PART VI: REMUNERATION

6.1 Salary

- a) The salary structure and the overall remuneration scheme of 4YBIN will be reviewed at least once every five years considering job complexity, position qualification requirement, competitiveness in the labor market and other managerial considerations.
- b) The salary policy is aimed at developing and administering a salary structure which will be able to attract, motivate and retain employees with higher caliber and potential and to remain competitive.

- c) As a matter of policy, remuneration will always be performance driven recognizing the value of the individual to 4YBIN unless approved by General Manager on special consideration, no employee shall be paid above the minimum applicable rate of the job group he is assigned to.
- d) Each job position and job grade will have hiring rate (base salary) and position maximum rate (ceiling Salary). Job grades and salary scales for 4YBIN Staff, is provided in detail in Salary and benefit packages modality and guide line.

6.2 Determination of salary

- a) Any new employee shall be paid the minimum base salary of the job position's grade; however, in case new employee's previous earning is above the starting salary, special consideration shall be made by GENERAL MANAGER in consultation with Finance & Admin./HR & Admin. Manager to pay him up to the midpoint of the salary scale grade.
- b) In extra-ordinary circumstances, that is, where 4YBIN may be obliged to pay beyond midpoint of the salary grade the General Manager shall decide on the particulars of the case with due regard to precedence and consistency of management. Details for determining of salary are provided in Salary and benefit package.

6.3 Salary Increment

- a) An employee may be given merit increment depending on the result of his performance appraisal and at the discretion of 4YBIN Management when the charity head office achieves;
 - i. Financial Health (i.e. Liquid Unrestricted Net Assets (LUNA), Net asset composition, Days/months of cash on hand, Operating surplus/deficit, Operating revenue mix, Expense mix, Days Receivable)
 - ii. Fund raising and development (i.e. Average contribution per donor, Number of funders/donors by type (corporate, foundation, individual, etc.), Donor retention rate (i.e. repeat donors from year to year), Average pledge collection time, Funding proposal status (% awarded, submitted, pending submission), Diversity of funding sources (% of total for each type or certain types)
 - iii. Programs and Service delivery (i.e. Number of clients served, Program attendance, Program enrolment, Client satisfaction rate, Volunteer hours served per period, Cost per service or unit, Changes in knowledge, skills, abilities, and/or behaviors (e.g. pre- and post- scores)
 - iv. Human Capital (i.e. Performance goals met, Time to hire for position vacancies, Hours of staff training/professional development offered and completed, Average absenteeism, Number of workers' compensation claims)
 - v. Marketing and Communication (i.e. Website page view and bounce rates, Number of materials downloaded, Social media activity, Media placements and press coverage, Newsletter distribution and/or subscription, growth rates)
 - vi. Outreach and Advocacy (i.e. Number of community events held, Number of advocates trained, Number of communities, commitments made vs. completed, Percentage of activities where community feedback is requested, Response time to inquiries, Community event attendance rates)
 - vii. Information Technology (i.e. Number of helpdesk support requests, introduce and implement new system, Average response time to helpdesk requests, Percentage of server storage available, Bandwidth utilization rate, Server down time, Hardware failure rate)
 - viii. Risk management and Governance (i.e. All government obligations filed and settled on time, Data security system periodically verified, On-time completion of safety drills or other relevant practices)
 - ix. Facilities & Capital Project (i.e. Maintenance costs per square foot, Cost of office space per employee, Average repair response time, Percent of space utilized, Number of user complaints, Days ahead or behind schedule, Project stages completed)

- b) To announce One step salary increment, 4YBIN will consider as minimum the following performance indicators:



- Financial Health, Fund raising and Development, over all yearly fund-raising ROI, will account 60% of the overall criteria,
- Program and service delivery, Human capital, Market & Communication, Outreach & Advocacy, and Information Technology, will account 20% of the overall criteria, and
- Risk Management & Governance, and Facilities & Capital, will account 20% of the overall criteria.

NB: The Key Performance Indicators (KPI) mentioned under (a) above can be furtherly break down and give alternative weights, or the management can develop appropriate KPI and shall got approval from 4YBIN board Management in advance before its implementation.

- c) An employee who is hired/ promoted within the fiscal year shall be entitled to a salary increment based on his performance result. However, he shall at least serve 6 months in his current position.
- d) An employee who is on leave of absence to attend regular (day time) class shall not be entitled to salary increment until he comes back to his work place.
- e) The minimum salary increment shall be one increment step for all staff achieved 75% (3.75 out of 5) yearly average performance result.
- f) All employees below 75% average performance result for the year shall not entitle to salary increment.

6.4 Payment of Salary

- a) Monthly salary shall be paid on 25th to 31th day of the month for all monthly salaried employees. In case the pay days rest on holidays, the payment shall be made on the preceding days.
- b) An employee can borrow 30% of his basic salary in advance after he worked the first 10 days in the month, which is fully deductible from his basic salary at the end of the month. Advance payments shall be requested in writing and be made upon the approval of the HR manager/ Officer.
- c) The salary of any employee shall not be withheld and/or deducted except in accordance with:
 - ◆ The consent of the employee
 - ◆ Court order
 - ◆ The provisions of the law
 - ◆ Collective agreement
 - ◆ Work rule.

6.5 Delegation for payment of salary pay

When a 4YBIN pays salaries in cash, an employee, who cannot collect his salary in person, can delegate somebody using 4YBIN formats developed for this purpose or he may follow legal government /4YBIN s delegation procedure.

6.6 Incentives

An incentive is a plan which is forward-looking. Payment is tied to the achievement of specific objectives that have been pre-determined and communicated to the employees that are on the plan. Depending on the performance achievements of an individual and/or group of individuals incentives may, at the discretion of the Association management, be given to those who exceed their set target(s).

PART VII: TERMINATION OF EMPLOYMENT RELATIONS

7.1 General

- a) An employee's Contract of employment shall normally terminate as a result of one of the followings:
 - ♣ Retirement.
 - ♣ Two parties' written agreement.
 - ♣ Voluntary resignation.
 - ♣ Termination of contract for reasonable Cause.
 - ♣ Termination of contract on medical grounds.
 - ♣ Upon the death of the worker.



- ♣ End of contract employment for Fixed Term Period.
- ♣ Early contract completion.
- b) Termination of employment shall only be affected after notifying the employee to be discharged clearance in writing.
- c) The termination of service in 4YBIN, whatever the reason, shall be affected after declaring clearance.

7.2 Retirement

- a) The retirement age for all employees shall be 60.
- b) At its discretion and agreement with the employee, 4YBIN may extend the retirement age limit by up to an additional 5 years for those professional employees whose service is highly required by 4YBIN.
- c) The employee to be retired shall be informed six months prior to date of his retirement.
- d) Extending the retirement age, as provided by law-until 65 age, shall only be effected based on the employee's performance and his physical and mental fitness as certified by a medical doctor as well as the approval of the GENERAL MANAGER or his delegates.

7.3 Termination of Contract for reasonable cause

7.3.1 Termination by 4YBIN

A contract of employment may only be terminated where there are grounds connected with the worker's conduct or with objective circumstances arising out of his ability to do his work or the organizational or operational requirements of the 4YBIN.

7.3.2 Termination without notice or direct dismissal

Unless determined by collective agreement or in any other way, a contract of employment can be **terminated without notice**, following article 27 of the labor proclamation 1156/2011 and according to Article 12.4 of this Manual.

7.3.1.2 Termination with notice

- I. The following grounds relating to the **competence** of an employee shall constitute good cause for the **termination of an employment with notice**.
 - a) When the employee, due to health problems or physical damage, becomes unable to fulfill the obligation he has entered into in the contract of employment permanently, subject to the submission of medical certificate.
 - b) When the employee is not willing to get transferred to a new place when 4YBIN moves to another location.
 - c) The employee's manifest loss of capacity to perform the work to which he has been assigned; or his lack of skill to continue his work as a result of his refusal to take the opportunity or training prepared by 4YBIN to upgrade his skill or after having been trained, his inability to acquire the necessary skill.
- II. The following grounds relating to the organizational or operational requirements of 4YBIN shall constitute good cause for the **termination of a contract of employment with notice**.
 - a) Any event which entails direct and permanent cessation of the employee's activities in part or in whole resulting in the necessity of a reduction of the work force;
 - b) When 4YBIN faces a financial problem that interrupts the work of 4YBIN for no less than 10 consecutive days.
 - c) When reduction of employees becomes necessary because of the decline in demand for the products or services of 4YBIN resulting in the reduction of the volume of the work and profit and thereby resulting in the necessity of the reduction of the work force;
 - d) A decision to alter work methods or introduce new technology with a view to raise productivity resulting in the reduction of the work force.
 - e) When the position of the employee is cancelled for sufficient reason and it becomes impossible to transfer the employee to another position.

7.3.1.3 Termination by the employee

Any worker who has completed his probation period, may, by giving thirty days prior notice to 4YBIN, terminate his contract of employment. The Association will deduct up to 30 days salary or its equivalent from his termination pay if the employee does not provide notice up on resignation.

7.4 Notices to Termination of a Contract of Employment

- a) Notice of termination given by either party (4YBIN or employee) under the provision in this Manual shall be in writing. The notice shall specify the reasons for the termination of the contract and the date on which the termination shall take effect. Copy of the letter shall also be kept in the archive of 4YBIN.
- b) Notice of termination given by 4YBIN or his representative shall be handed to the employee in person. Where it is not possible to find the employee or he refuses to receive the notice, it shall be affixed on the notice board in the work place of the employee for ten consecutive days.
- c) Unless otherwise provided in other agreements, the period of notice given by 4YBIN for the termination of a contract of employee shall be as stipulated in the labor law in force.

7.5 Termination of Contract on Medical Grounds

- a) 4YBIN may terminate employment at any time if an employee becomes unable to perform his duties efficiently due to medical reasons, based on medical opinion, preferably that of 4YBIN appointed Medical Doctor.
- b) If termination of employment on medical grounds results from neglect of medical instructions, sick pay rules will not apply and the employee will receive due notice, in accordance with the employee's terms and conditions of employment.

7.6 Termination Pay**7.6.1 General**

- a) Upon termination of employment, all accrued benefits calculated in accordance with the respective terms and conditions of employment shall become due and payable to the employee or his nominee in case of death, within seven working days from the date of termination, provided, however, that the time of payment may be extended where the employee's delay, because of his own fault, to return property or any sum of money which he owes 4YBIN.
- b) An employee, who terminates his contract of employment without giving a 30-day prior notice to 4YBIN, shall be liable to pay compensation of 30 days of his salary or wage.
- c) An employee who doesn't pay the 30 days salary to 4YBIN shall not be given clearance and a release letter even if he returns the property of 4YBIN. He shall get those when he fully settles the sum of money stated under item 7.6.1 (b) above.
- d) In the event of a dispute as to the amount claimed by the worker, 4YBIN shall pay the worker the sum not in dispute within the time limit specified under item 7.6.1 (a) above.
- e) The Finance & Admin./HR & Admin. Manager is responsible to ensure that all debts, properties and documents are cleared before issuing a release letter and certificate of service.

7.6.2 Severance Pay and Compensation

An employee worker who has completed his probation period and whose contract of employment is terminated shall be entitled to Severance and other payments as per the labor law in force from 4YBIN. Amount of severance pay shall be as follows:

- a) For the first year of service, he shall be paid the average daily salary of his final week payment multiplied by thirty. A worker who has served for less than one year shall, however, receive payment commensurate with his service.
- b) For a worker who has served over a year, in addition to the stated payment under "a", one third of the aforementioned payment shall be added for each additional year of service. Yet, the total payment to be made to the worker shall not exceed the worker's 12 month's salary.
- c) Other additional payments can be determined by negotiations to be made between 4YBIN and the labor union.

An employee who terminates his contract of employment without notice to terminate a contract of employment, without prejudice article 32(1) of proclamation 1156/2011, shall be entitled, in addition to the severance pay referred to in article 40 of the same proclamation, to a payment of compensation, which shall be thirty times his daily wages of the last week of service. This provision shall also apply to a worker covered by the relevant pension law.

7.7 Death of an Employee

The employee's accruals up to the time of his death will be paid to the beneficiaries or legal heirs of the employee.

7.8 Issuing Certificate of Service

- a) A terminated employee shall be provided a release letter and certificate of service upon complete clearance of all possible debts, properties and 4YBIN documents
- b) The certificate given to the employee shall at least contain the following:
 - ✓ Full name of the employee, including that of his grandfather;
 - ✓ Job positions and duration of service;
 - ✓ Place of work;
 - ✓ Amount of his current salary;
 - ✓ Payment of his obligations
- c) The certificate shall be signed by General Manager or legal delegate of 4YBIN and bear its seal. As per employee's request, 4YBIN shall prepare and deliver this in one of its working languages. Certificate of Service Form HR/005 is provided in Appendix 3.
- d) A copy of any certificate of service issued will always be placed on the employee's personal file.

PART VIII: WORKING HOURS AND OVERTIME**8.1 Regular Hours of Work**

- a) Regular/normal working hours shall be, in accordance with the laws and regulation of the government, 8 hours a day or not exceeding 48 hours a week and shall also be determined depending on the nature of the work and the work place.
- b) Normal working hours of 4YBIN offices shall be determined as the working hours of the government could be as follows: -
 - a. Monday-Thursday: - Morning 8:30 AM.-12:30 AM.
-Afternoon 1:30 PM.-5:30 PM.
 - Friday Morning 8:30-11:30AM
-Afternoon 1:30 PM.-5:30 PM.
 - Saturday Morning 8:30-12:30AM
- b. Shift work arrangements shall be made as per operational requirement of 4YBIN, if in case.
- c) Respective HR managers/Officers shall prepare employee's attendance sheet or devise appropriate mechanism of time keeping. Time keeping at the gate shall be the responsibility of Finance & Admin./HR & Admin. Manager. The responsibility of HODs or their delegate shall be to check whether employees are on duty during regular working hours.
- d) Any absence from duty shall require reasonable explanation and approval from immediate HOD or service Head or Section/unit head.
- e) Finance & Admin./HR & Admin. Manager shall pass timesheets and all payroll inputs to finance/accounts section/unit/division as appropriate on the 20th day of every month.

8.2 Weekly rest days and national public holidays

- a) 4YBIN management will regard Sundays as weekly rest days for office operations.
- b) Where in shift operation is involved and employees are required to work on Sundays as a result of operational requirement or shift duty arrangement by the management, another day will be set aside as a substitute of weekly rest day.
- c) All employees shall be entitled to official public holidays which will be announced to employees by HR Manager/ Officer.

8.3 Overtime

- a) Where situations dictate, every employee is obliged to work during his spare time.
- b) Conditions and payment of overtime work performed after normal working hours shall be calculated in accordance with the Ethiopian Labor Proclamation in force.

8.4 Shift Working

- a) Employees may be required to work on a shift duty depending on the nature of the operation.
- b) An employee working on a shift basis will not leave his duty upon completion of his scheduled shift hours without being relieved by his replacement.

- c) Schedule trading/swapping among shift workers is not allowed unless approved in advance by the concerned supervisor.

PART IX: LEAVE POLICY

There are different types of leaves that shall be granted to an employee by 4YBIN and these are stated below.

9.1 Annual Leave

9.1.1 General purpose

- a) 4YBIN provides employees with an opportunity to accrue annual leave in order to have periods of rest and relaxation from their job, and to promote good health and well-being.
- b) The purpose of this policy is to establish policies and procedures by which employees receive time off from work for annual leave or personal convenience.

9.1.2 Policies and Procedures

- a) An employee who has served 4YBIN for one year shall be entitled leave of 16 (sixteen) working days and shall get an additional one working day for each additional two year of service. the annual leave he is entitled to in a year shall not exceed 30 (thirty) working days.
- b) It is the policy of 4YBIN that any employee shall utilize the entitled annual leave properly in order to re-fresh himself for a better efficiency and productivity. Hence, discourages accumulation, and encashment of annual leave is totally impossible except during termination of employment.
- c) For the purpose of determining the qualifying period of service required for the entitlement of an annual leave, twenty-six days of service in 4YBIN shall deemed to be equivalent to one month of employment.
- d) A worker whose contract of employment is terminated under Proclamation 1156/2011, he/she is entitled to his pay for the leave he/she has not taken.
- e) Where the length of service of a worker does not qualify for an annual leave provided in 9.1.2 (a) above, the worker shall be entitled to an annual leave proportion to the length of his service.
- f) The Department of Human Resources has been delegated responsibility for the administration of this policy: to standardize leave benefit allowances, to monitor an employee's paid leave status, and to provide for consistent record-keeping.

9.1.3 Annual leave approval and documentation process

- a) Department Heads and Service Heads are encouraged to schedule annual leaves in the beginning of the fiscal year in accordance with the interest of their employees that is consistent with the needs of 4YBIN operations. However, annual leave scheduling is the exclusive right of 4YBIN.
- b) When two or more employees from same work area request the same annual leave at the same time, their immediate in-charge shall make the decision based on the Association's needs, the timeliness of the requests, the employees' respective seniority and the recent history of prior annual leave time taken by each employee.
- c) The Finance & Admin./HR & Admin. Manager is responsible to ensure that leave is planned, scheduled, and is taken in a no-disruptive manner and in accordance with the provision of this Manual.
- d) The Finance & Admin./HR & Admin. Manager together with concerned Department Heads, or Officers, giving due regard to both the interest of the staff member and the work, consolidates the schedule. The leave schedule shall be communicated to employees and shall be adhered to unless serious problems are encountered either by the employee or by the employer.
- e) Once the annual leave schedule has been finalized, all employees are requested to take their annual leaves accordingly.
- f) All employees shall request their annual plans at least 15 days in advance by submitting in an "Annual Leave Request Form" to their immediate in-charge/Department Head for approval. Before approving the leave request, immediate in-charge/Department Head should check with the HR Manager/ Officer to be sure that leave schedule is available. When circumstances dictate, the immediate in-charge may ask the employee to change the timing.

- g) An employee who is on leave may be recalled for work due to unforeseen situations and force majeure.
- h) An employee who is recalled from leave shall be entitled to a payment covering the remainder of his leave, and all costs spent for the trip including per diem, and transport costs.
- i) Non-working days (defined weekends and public holidays) that occur during an approved annual leave will not be counted as annual leave days.
- j) An annual leave shall not be converted into money. Except:
 - ◆ when the employee terminates his employment
 - ◆ When he is called from leave and requested his remaining leave is to convert into money.
- k) When an employee takes his leave, he can get in advance the salary of the month during which he will stay on leave.
- l) A salary that will be paid to an employee on his leave shall be equal to his pay when on duty.
- m) Accrued annual leave not used by an employee, within the prescribed time period, shall be deemed forfeited unless postponed by Management. Any earned annual leave may be accrued for up to a maximum period of two years if approved by the General Manager. However, all unapproved postponement of accrued leave shall be considered forfeited.
- n) Any agreement on the part of the employee to forgo his annual leave is not acceptable under any condition.
- o) If an employee is getting sick while on leave and granted sick leave, his annual leave shall be extended by the amount of the sick leave granted.
- p) In case 4YBIN has no leave, schedule prepared ahead, an employee can take his annual leave any time notifying 4YBIN in writing 15 days before.
- q) Upon separation of employment, an employee will be paid in cash for all his accrued annual leaves.

9.2 Sick- leave

9.2.1 Purpose

The purpose of this policy is to establish policies and practices which provide for permanent employees to be absent from duty with pay in the event of illness or injury.

9.2.2 Definition

Sick Leave is paid authorized absence from duty due to employee's illness, injury or quarantine; for his or her medical or dental appointments which cannot reasonably be made outside of working hours;

9.2.3 Policy and Procedure

- a) 4YBIN shall protect the income of employees who cannot work due to illness or injury
- b) When an employee, after completing his probation period, is incapable to undertake his duty due to sickness caused by conditions other than work accident, as certified by authorized medical doctor, he shall be entitled to sick leave.
- c) An employee who is absent from work because of illness should inform his immediate In-charge and the Personnel Office on the same date in any possible way.
- d) Medical certificates are required for all sick leave absences of two or more days and approval of all sick leaves is subject to the receipt of a medical certificate from a medical doctor authorized by 4YBIN, or a medical organization recognized by the government.
- e) Employees, who are unable to work due to sickness, as certified by authorized medical doctor, shall be entitled to sick leave in the course of twelve months as follows:
 1. the first one month with 100% of his wages;
 2. the next two months with 50% of his wage;
 3. the next three months without pay.
- f) Finally, if the inability of the employee to return to his work place is confirmed by a doctor his employment contract shall be terminated and all benefits due will be paid, however, the final decision shall be made by General Manager in consultation with Legal Advisor and the HR Manager.
- g) If an employee becomes ill during an annual leave to the extent that hospitalization is required, the employee's absence from the date of hospitalization may be charged to sick leave rather than annual leave.



- h) Sick leave is not to be accrued or postponed to another time. No payment is to be made in lieu of sick leave not used by employee.

9.3 Leave without pay

- a) Unpaid leave may be granted to an employee in very exceptional circumstances upon written request. The application letter shall indicate the time and purpose of the planned absence.
- b) No employee shall be granted leave without pay before utilizing his accrued annual leave.
- c) Leave without pay up to 15 working days may be granted by General Manager. The approvals may only be made in consultation with the respective Head of Departments (HOD's) and HR Manager.

9.4 Maternity and Paternity leave

- a) A female employee shall be entitled to maternity leave for a maximum of 90 calendar days to be allocated as follows.
 - ♣ Pre-natal rest: 30 consecutive days of paid leave
 - ♣ Post-natal rest: sixty (90) consecutive days paid leave.
- b) Unused pre-natal days cannot be carried over after the delivery.
- c) Maternity leave shall be granted upon presentation of a medical certificate confirming the employee's pregnancy and expected delivery date.
- d) 4YBIN shall grant leave to an expectant employee with pay for medical examination connected with her pregnancy, as and when she presents a medical certificate of her examination;
- e) If delivery takes place while she is on annual leave, the un-utilized leave shall be postponed.
- f) Male employee whose wife gave birth shall be entitled to get 2 days paternity leave.

9.5 Mourning leave

- a) An employee shall be given three (3) working days of leave with pay upon the death of his spouse, descendants or ascendants or another close relative whether by affinity up to a second degree (i.e. spouse, Children, Father, Mother, Brother, Sister and same for in-law relations).
- b) The employee's in-charge/HOD will cross check with Finance & Admin./HR & Admin. Manager prior to releasing employee for mourning leave.
- c) If an employee's relative dies outside the vicinity of the work place of the employee, a 5 to 10-days leave for travel which is to be deducted from his annual leave shall be given to the employee. But if he doesn't have an accumulated annual leave, leave without pay shall be granted.
- d) When it deems necessary, Finance & Admin./HR & Admin. Manager or immediate in-charge would request the employee to bring evidence from Idir or Kabele.

9.6 Marriage leave

- a) Employees shall be entitled to 3 (three) working days leave with pay on the occasion of their first marriage. Married Employees shall avail a photocopy of their marriage certificate to the Human Resources office for inclusion in their personal file.
- b) When an employee gets married, he may use facilities of 4YBIN that can be used for wedding ceremony and related service free of charge.

9.7 Exam Leave

- a) Employees sitting for exams during working hours are fully entitled to paid leaves for the days they sit for the exam and does not include transportation period.
- b) An employee who has been taking an examination shall submit written evidence testifying the date and time of the examination from the institute.

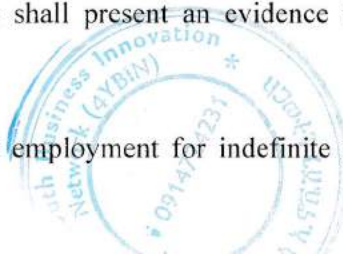
9.8 Leave for special purposes

- a) When an employee requests to sue or testify at the Ministry/Bureau of Labor and Social Affairs, law courts or other law enforcement bodies, he shall be granted paid leave only for the time he spent in the process.
- b) An employee who received special leave shall present an evidence for attendance from concerned.

PART X: BENEFITS & ASSISTANCE SCHEME

10.1 Pension Scheme

- a) 4YBIN employees covered under contract employment for indefinite period of time shall have pension scheme.



- b) Employees under pension scheme shall fill appropriate form required by the Private Organization Employees Social Security Agency.
- c) The employee shall contribute 7% (seven percent) of his basic monthly salary in to the fund and 4YBIN will contribute an amount equal to 11% (eleven percent) of the employee's current basic monthly salary in to the fund.
- d) 4YBIN's contribution shall be made so long as the employee' contribution is added as part of the fund in the individuals' pension scheme.
- e) 4YBIN shall deduct the contributions of its employees from their salaries and pay the amount together with its own contributions to the pension fund within 30 days from the last day of the monthly in which payment of salary has been effected.
- f) 4YBIN shall follow or effect other pertinent policies as per the provisions provided in the Privet Organizations Employees' Pension Proclamation No.1268/2014.

10.2 Provident Fund

- a) 4YBIN employees covered under the Provident Fund shall have the right to continue with the provident fund scheme or they can ask the employer to join the Pension Scheme provided in 10.1 above.
- b) Provident fund option is not allowed for new hires to 4YBIN.
- c) The employee under provident fund has the right to contribute same percentage the as employees in the pension scheme;
- d) The employee shall contribute 7% (seven percent) of his basic monthly salary in to the fund and 4YBIN will contribute an amount equal to 11% (eleven percent) of the employee's current basic monthly salary in to the fund.
- e) 4YBIN shall deduct the contributions of its employees from their salaries and pay the amount together with its own contributions to the bank account opened for this purpose within 30 days from the last day of the month in which payment of salary has been effected.
- f) The employee can only take his provident fund when his employment is terminated.

10.3 Subsidy for Funeral Ceremony

- a) When an employee passes away, his immediate supervisor shall make arrangements to enable his colleagues in 4YBIN attend his funeral, if his Address is similar with his work area.
- b) If an employee passes away and if the corpse should be transported from his work place to another place where the deceased family or relatives live, 4YBIN shall transport the corpse.
- c) When an employee passes away, funeral expenses to be determined case by case by the management, shall be given to his family to the person who is in charge of conducting the funeral services. This doesn't include the support rendered by any other means.

10.4 Medical Services

- a) Subject to individual contracts of employment, 4YBIN shall provide defined medical assistance to its employees.
- b) In all cases of illness, the employee or his representative is required to receive a medical slip permission form from his immediate Supervisor before receiving medical care.
- c) In case of emergency or when the sickness is so serious that the employee is unable to contact the Supervisor; treatment can be obtained from any other nearby Government medical facility. However, all resultant medical certificates and bills must be certified by the designated Association medical doctor, prior to being accepted by the Association.
- d) The amount of medical coverage by 4YBIN shall be covered as stated on the benefits package. However, 4YBIN will not cover dental or optical treatment bills.
- e) In case of referral to a higher degree of medical services within the country, approval shall be sought from the head of the designated Medical Centre. A second level bedroom would be allowed if hospital treatment is required.

10.5 Insurance

- a) 4YBIN provides workmen's compensation insurance to all its employees.
- b) The insurance package benefits provided to the employees include coverage for work injury, or occupational diseases or accidents.
- c) When an employee faces permanent disability or dies, the compensation is determined as per the agreement made between Association and insurance company.



12

- d) Permanent disability shall include any illness or injury which prevents the employee from ever working again.
- e) The Association will require a medical certificate from a designated board of medical doctors to assess and certify permanent disability.
- f) When an employee dies, the death benefits provided for under the terms of the insurance shall be paid to the deceased employee's legal heirs.
- g) In all cases of permanent/partial disablement, the employee shall be entitled to proportionate compensation as specified under the terms of the Association's contract agreement with the insurance company.

10.6 Educational Assistance

10.6.1 Studies Initiated by the Association

- a) The Association will reimburse in full all pre-approved expenses.
- b) Time off with pay for daytime courses will be granted.
- c) For scholarship and fellowship studies, all questions of financial assistance will be agreed with the HOD and the authorization of the General Manager.

10.6.2 Studies Initiated by the Employee

- a) Applications for such studies will only be approved if found useful, reasonable and acceptable to 4YBIN as stated below.
- b) 4YBIN will pay in full all pre-approved expenses for those studies which 4YBIN believes, at its discretion, are directly applicable to the employee's work. Time off with pay for daytime studies may be granted.
- c) 4YBIN will pay one half of the pre-approved expenses for those studies which the Association believes are indirectly applicable to the employee's work. Time off with pay for daytime courses will not, as a rule, be granted for such studies.
- d) 4YBIN will pay no expenses for those studies, which 4YBIN believes, at its discretion, are not applicable to the employee's work. Time off with pay for such courses will not be granted.

10.6.3 Obligations of the Employee

- a) In connection with the approval of the application for studies, the employee may be called upon to enter into a contract with the Association to remain in its employment for a specified period of time after the completion of the course.
- b) The fact that an employee has commenced external studies, whether approved or not approved by 4YBIN, cannot relieve him of his duty to accept work on either a temporary or permanent basis, away from his place of study.

10.7 Loan

Personal Loans will only be granted where there is a serious need or where emergency relief is required due to circumstances that could not have been foreseen by the employee or where emergency relief is required. The Employer reserves the right to refuse any loan application either in full or part thereof if it is deemed that the Loan amount falls outside of the employee's reasonable affordability, and no cash budget allocated for.

It is also made clear here that at no time should any employee hold any expectation that it is in fact the Employers responsibility or a contractual requirement to grant or award any Loan to the employee. Loan shall be:

- a) For a maximum of two-month employee's basic salary. Repayments are to be deducted in accordance with the loan agreement from the employees' monthly salary and must be repayable within a maximum of Two year from the start of the agreement.
- b) 4YBIN shall avail floating funds for staff loan on plan and working capital availability.
- c) An employee, who is eligible for loan, has to serve the Association at least one year.
- d) Repayments should never exceed 20% of the employee's monthly net remuneration (Net means Basic salary less Income tax and pension or provident fund).
- e) All approved Personal Loans will be paid out to the employee within 4 days. All applications must reach the Finance Department timely to ensure that this process is not delayed unnecessarily.
- f) Application interest may be levied on all loan agreements if required by income tax proclamation and regulation.

- g) No Personal Loan will be granted if there is a balance outstanding on a previous personal loan or advance.
- h) All Loans must be settled in full, including costs on termination of employment
- i) Any deviation on any of the statutes above needs to be approved by 4YBIN management board /4YBIN board chair person or his duly authorized representative.

10.8 Corporate Citizenship

The Association shall strive to support activities and services that it believes enhance employees' physical health, mental alertness, and social wellbeing, or the community, if reasonable and within the capacity of the Association to do so. This is also to be aligned with the Association Community Development Plan (CDP).

PART XI: BUSINESS TRAVEL AND ALLOWANCES

11.1 Business Travel

11.1.1 Policy and Procedure:

This policy ensures that employee's travel is consistent with the business objectives of 4YBIN. It also ensures fair and equitable treatment of employees by defining procedures for authorized business travel and guidelines for expense reimbursement. The procedure required to implement the policy is set hereunder:

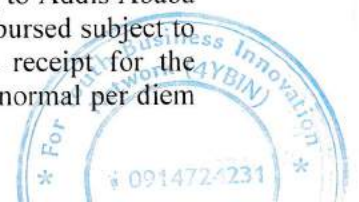
- a) Considering 4YBIN's need for cost effectiveness and the employee's need for quality services and support, employee travel shall be via the lowest cost alternative, consistent with good business practices. Neither luxury, nor sub-standard modes of transportation and accommodations should be used.
- b) Department Heads shall ensure that all employees' travel is in line with 4YBIN's Mission and objectives and that reimbursement shall be made only for actual, reasonable business expenses in connection with authorized travel as defined in this policy.
- c) In order to maintain control over expenditures, any expense submitted which does not comply with the guidelines of this procedure will not be reimbursed, unless accompanied by a valid exception by management. Expense reports must be submitted in a timely manner.
- d) All travels must be requested using the official 4YBIN "Travel Request Form", signed by General Manager.
- e) Subsequent to approval; travel arrangements, including airfare, 4YBIN car, rental car, and lodging can be coordinated through the Facility/General Service Head/appropriate administration support staff.
- f) An employee shall incur only expenses that are consistent with the business needs, and exercise care in determining appropriate expenditures.

11.2.1 Per Diem Amount

Salary Range Birr	Per-Diem Rate Birr
To all members of 4ybin	500

The breakdowns of per diem shall be 15% for breakfast, 25% for lunch, 25% for dinner and 35% for bed.

- i. The Association shall review the per diem rate as per the income tax law in force.
- ii. The Association covers accommodation bills for employees traveling to Addis Ababa as per the following rates, but charges towards the same will be reimbursed subject to production of receipt. Whether the traveler is able to produce a receipt for the accommodation bills or not, 40% for bed shall be deducted from the normal per diem rate:



Description	Birr
Management Members	500
Officers and Professionals	500

- iii. For employees who travel to arid zones, the hardship allowance fixed for the particular area shall be calculated in percentage and be paid in addition to their per diem/ daily allowance.
- iv. Per-diem amounts for employees traveling to abroad or cases not addressed/mentioned under 11.2.1 above shall be decided by 4YBIN management board.
- v. Accommodation bill and per-diem for 4YBIN management board members shall be equivalent and same to 4YBIN General Manager allowable accommodation bill and per-diem rate limit.

11.2 Other Allowances

11.2.1 Acting allowance

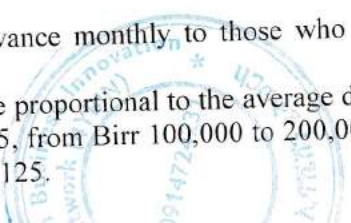
- a) Acting work is performed temporarily on a higher or equivalent occupied post when the ordinary occupant is away on leave, on study tour, or the post is vacated.
- b) Acting work can be performed for longer or shorter duration on a vacant post.
- c) Acting work amounting to an interrupted period of not more than 180 days is referred to as "short term acting".
- d) Acting work amounting to uninterrupted period of more than 180 days is referred to as "Long term acting".
- e) 4YBIN shall select the replacing incumbent from preferably from within the Department by the immediate manager and upon approval by the GENERAL MANAGER before the employee is made to act on a temporary basis.
- f) The period during which an employee is expected to work as acting should normally be not more than six months but in no case more than one year, after which the acting employee must either be placed permanently on the post, transferred, or reinstated or any other measure is taken by management.
- g) No allowance is paid for short-term acting, except transport and position allowance allowed for the post.
- h) An employee who performs long-term acting taking higher than his present position shall be entitled to acting allowance 50% of the difference between the gross monthly salary of the acted position and his gross monthly salary. Moreover, the delegated staff is also fully entitled to any other allowances such as transport and position allowances that the post deserves.
- i) If and when an employee is made acting in a position for a period lasting longer than six months, this should be considered as part of the under-study program.
- j) A new employee cannot be eligible for acting before he served 6 months after completion of his probation period.

11.3 Hardship allowance

- a) Hardship allowance shall be paid to employees working in localities defined as hardship areas by the Government of Ethiopia. Management may also identify special hardship working situations and make allowances as deemed necessary and at the discretion of the operation manager and the approval of the GENERAL MANAGER or his designate.
- b) When an employee is permanently assigned to a place that deserves a hardship allowance, he shall be paid the allowance fixed for the area by the percentage of his salary.
- c) When an employee travels for field work to places delineated as hardship areas, he shall be paid the allowance fixed for the area in percentage of his daily allowance (per-diem)
- d) For simplicity, the percentage amount of hardship payment fixed by the Regional Governments shall be taken as reference.

11.4 Cash indemnity allowance

- a) 4YBIN shall pay cash indemnity allowance monthly to those who are assigned as main cashiers or petty cash handlers.
- b) The monthly cash indemnity rate shall be proportional to the average daily cash turnover. Up to 100,000 monthly cash turnover Birr 75, from Birr 100,000 to 200,000 the rate will be Birr 100 and beyond this the rate will be Birr 125.



- c) Cash indemnity shall not be paid to an employee during the first 12 months; instead the allowance will be deposited on a saving account in the name of the employee. Then After the cash indemnity allowance shall be paid monthly with salary to the employee deducting any shortage incurred by him during the 12 months.
- d) No cash indemnity allowance shall be paid if the cashier or petty cash handler is found guilty for the cash shortage.

11.5 Transport Allowance

- a) 4YBIN shall pay transport allowance for HODs, and other staffs assigned in supervisory positions, to facilitate their supervisory roles.
- b) The amount of monthly pay shall be as provided in salary and benefits package.
- c) Payment of Transport allowance shall continue during periods of approved absences from duty below 30 days in a month (e.g. annual leave, sick leave with pay, etc....)

PART XII: DISCIPLINE AND GRIEVANCE HANDLING

12.1 Objectives

- a) The primary objective is to bring proper conduct, rather than merely apply punishment. The importance of the corrective and education aspect of discipline must therefore always be taken in to account.
- b) When possible, attempts will be made by 4YBIN to consecutively correct employees through a process of counseling before initiating the disciplinary procedure. In all instances the decision to counsel will depend on the seriousness and the circumstances of the case.

12.2 Principles of the disciplinary code

- a) An employee who contravenes any rule, regulation or instruction or permits a contravention to take place shall be subject to such disciplinary measures as circumstances may warrant.
- b) It is the responsibility of an employee. to report to his supervisor or a member of Management any transgression of 4YBIN rules by other employees that comes to his attention
- c) The seriousness of a disciplinary action taken must be to such a degree that it prevents the future occurrence of a similar deed.
- d) The disciplinary procedure is applicable to all employees within 4YBIN.
- e) The communication of 4YBIN rules and regulations to employees by means of training is essential before the disciplinary action can be enforced.
- f) The application of disciplinary action shall be firm, fair, prompt, consistent and with understanding.
- g) 4YBIN may change the rules as and when deemed necessary or institute new rules from time to time which shall be in writing.
- h) Any infraction by employee shall be dealt with according to the disciplinary guidelines.
- i) If and when an employee has repetitive offenses in record of one or varying types, the weight of the offenses should help determine the disciplinary action.
- j) If the various offences committed by an employee were not known for some time, but discovered later, or his previous offence is revealed when he commits a new one, he shall be penalized for the serious offence.
- k) If 4YBIN fails to timely respond to the grievances of an employee at the various levels, unless this is beyond its control this shall be considered as a tacit acceptance of the grievance.

12.3. Disciplinary Rules and regulations

Depending on the seriousness of the offences or the circumstances, the implementation of the disciplinary measure may occur in one of the following manners:

12.3.1 Verbal warning

- a) Where the immediate supervisor is of the opinion that an employee's performance or behavior is unsatisfactory, but at the time doesn't warrant a written warning or a more severe sanction, he will apply a verbal warning.
- b) Such a warning will be recorded in the employee's personal file and will be enforced for a period of six months.

12.3.2 Written warning

- a) In cases where an informal warning does not have the desired effect or where the offence is so serious that an informal warning is not sufficient, a written warning is given.



- b) A written warning shall remain active in the employee's personal file for a period of 12 months from the date of issue but the warning shall remain in the file permanently.

12.3.3 Final written warning

- a) In cases where a written warning is not sufficient due to the seriousness of offence or in cases where a written warning was given and the same or similar/other offence took place within 12 months, a final written warning can be given.
- b) A final written warning shall remain active on the employee's personal file for a period of 24 months. It shall also remain in the file permanently.

12.3.4 Dismissal

An employee can be dismissed if, within two year of receiving a final written warning, the same or a similar/other offence is committed.

12.3.5 Suspension

- a) In cases when there is high suspicion, but inadequate documentation, of an employee's involvement in any one of items listed in 12.3.7/ b), the employee may be suspended for up to 30 days till an investigation is completed.
- b) Before the one-month period, investigation shall be finalized and a decision shall be passed by the General Manager either to dismiss the employee or to return him to work.
- c) If the employee returns to work, he will get his full salary for the period he stayed on suspension.

12.3.6 Summary/Automatic dismissal

An employee can be dismissed immediately if the offence is so serious that it justifies a summary/automatic dismissal following Article 27 of the labor law in force, even if the employee had not been served with final written warning beforehand.

12.3.7 Classification of offences

- a) Offences can be classified as offences cause immediate dismissal and offences cause dismissal after trials.
- b) The first offence for items listed below can be causes for immediate dismissal.
- i. Violence, threats, or abuse against any 4YBIN staff, patients, Members student and customer.
 - ii. Theft of 4YBIN property or 4YBIN managed commodities.
 - iii. Bribery or other similar offence involving corruption.
 - iv. Embezzlement or misappropriation of 4YBIN's fund.
 - v. Falsification of 4YBIN records and documents, including, staff, customers, members, patients and student records.
 - vi. Intentionally giving false testimonials or refusing without justifiable reason to cooperate during an official investigation authorized by GENERAL MANAGER or his delegates.
 - vii. Unauthorized absence from work for a period of 5 (five) consecutive working days, or ten (10) working days in a period of one month, or 30 working days in a year or failure to report to duty after expiration of authorized leaves.
 - viii. Divulgence of confidential matters or disclosing confidential information without authority.
 - ix. Overturning or seriously damaging 4YBIN vehicle due to negligent driving.
 - x. Taking liquor or drugs inside 4YBIN vehicle or being drunk/intoxication during hours of work.
 - xi. Causing damage to 4YBIN reputation and image.
 - xii. Refusal to follow the lawful orders of a supervisor and/or the policies of 4YBIN
 - xiii. Participating in an unlawful stoppage of work or inciting other 4YBIN employees to participate in such work stoppage.
 - xiv. Allowing a non 4YBIN employee to drive 4YBIN vehicle.
 - xv. Transport of unauthorized passengers or goods by 4YBIN vehicle or conduct unauthorized trip within and outside the Association work area.
 - xvi. Gambling for money in 4YBIN's premises or at any work stations.
 - xvii. Failing to observe safety regulations including failing to use personal protective equipment (PPE) while at work, the result of which may have caused serious damage to 4YBIN property and/or endangered employee's life.

- xviii. Being convicted by a court of law and being given a custodial sentence for 30 days or as per labor proclamation in force.
 - xix. Committing other offences of similar nature and/or weigh as those listed above.
 - xx. The offenses listed are not complete and exhaustive and serve only as a directive for supervisory staff to establish and apply uniform disciplinary actions.
- c) Offences resulting in dismissal in trials are listed in Appendix 3

12.4 Authority and procedures to impose penalties

- a) The authority to impose penalty is vested in the GENERAL MANAGER who may delegate their powers with respect to imposing some sort of penalties to the appropriate line heads in consultation with Legal Advisor. The level to which authority is delegated varies according to the severity of the penalty.
- b) All breaches of contract of employment and the related discipline thereof shall first be brought to the attention of concerned Heads or Departments.
- c) The immediate HODs evaluate the impact and transfer the case in writing with remarks to Finance & Admin./HR & Admin. Manager. The Finance & Admin./HR & Admin. Manager in turn will passes to General Manager with recommendation of appropriate measure to be taken.
- d) Legal Advisor may be required to review actions that may be expected to result automatic dismissal.

12.5 Authority Level to Impose Penalty

The following steps shall be observed when imposing penalties.

- a) **Verbal warning-** by immediate HODs.
- b) **Written warning including Final written warning;** HODs in consultation with HR Manager/Personnel Officer.
- c) **Suspension-**by GENERAL MANAGER in consultation with Finance & Admin./HR & Admin. Manager.
- d) **Termination-**by GENERAL MANAGER or his delegate in consultation with Finance & Admin./HR & Admin. Manager and Legal Advisor.

12.6 Right of Review or Appeal

- a) All employees who have been subjected to disciplinary action have the right of review or appeal to Authorities at all instances.
- b) An appeal against the imposition of a penalty is allowed provided that the grounds of appeal are related to the procedural correctness of the disciplinary process or a claim that the penalty is unjust because of prejudice, or unreasonable because of disproportionate punishment in relation to the offence, or unwarranted because the offence did not take place.
- c) All employees have the right of appeal to both an internal and external appeals body.
- d) In most cases, it is expected that immediate supervisors will be able to resolve difficulties before involving the appeals procedure.

12.7 Appeal procedures

12.7.1 Grounds for an appeal

Granting of an appeal hearing will be considered only if it is based on one or more of the following Grounds: -

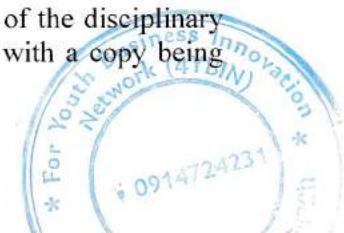
- a) where it is indicated that the steps in the disciplinary procedure were not followed correctly
- b) Where the disciplinary sanction applied is substantively unfair.
- c) Where new evidence, relevant to the case but unavailable during the first investigation, is brought forward by any of the two parties.

12.7.2 Steps for an appeal

An employee who has been subjected to disciplinary action may contest or appeal the decision according to the following steps: -

- a) Within a period of seven working days following the implementation of the disciplinary action, submit a written letter of appeal to the immediate line HOD, with a copy being given to the HR Manager/ Officer.

16



- b) Within a period of seven working days following receipt of the letter of appeal, the HOD together with the Finance & Admin./HR & Admin. Manager will review the basis of the appeal and meet with the employee.
- c) Where the employee's appeal is successful, all records of this disciplinary action are to be deleted from the employee's personal file and any penalty imposed reversed. If there is no change in the decision the employee shall be notified in writing.
- d) In the event that the employee is not satisfied with the outcome of step (c) above, then a final letter of appeal may be submitted to the GENERAL MANAGER.
- e) At this stage; and within seven working days of receipt of the letter of appeal, the GENERAL MANAGER or their nominated representative, together with the Finance & Admin./HR & Admin. Manager, reviews the basis of the appeal.
- f) A meeting of all parties will be held and the appeal discussed. A decision will be issued by the GENERAL MANAGER at the end of the meeting, which will be final and no further appeals will be considered.

12.8 Establishing Discipline Committee

To investigate major disciplinary cases and to recommend an action to be taken for offenses resulting automatic dismissal, a disciplinary committee shall be established by the General Manager.

12.8.1 Members of Disciplinary Committee

- a) HOD assigned by General Manager Chair Person
- b) HR Manager Member
- c) Employees representative to be elected by employees' general assembly Member
- d) Personnel secretary –with no vote from 4YBIN as the case may be.

12.8.2 Duties and responsibilities of the committee

1. Following related policies and procedures of the Association, investigate major disciplinary cases directed by the General Manger,
2. Recommend type of actions to be taken to the General Manager.
3. Finalize cases at most before one-month time.
4. Access to any documents related to the case under investigation, hears witness when necessary, and hears statements of defense from the employee under investigation
5. Keeps all documents and proceedings confidential.
6. Major disciplinary action, including dismissal shall be taken on members who disclose confidential information.
7. Submits their findings and recommendations to General Manager.
8. May advise the top management on issues that will need corrective and preventive actions on work related violation of laws and procedures.
9. Except the HR Manager, other members shall be server for 2 years but they could be selected for a second term.
10. Except the HR Manager, other members shall have 1-year experience to be eligible for discipline committee member.

12.8.3 Voting procedure

- The committee conducts its meeting when 2/3 of the members are present.
- The committee passes the recommendation based on consensus however a vote with 51% will be considered for decision.
- A member who has deferent idea can register his opinion on the minute.
- A member of committee can be replaced by another when he will be the one under investigation.
- The chair person can delegate from one of the members to chair a meeting in his absence.

12.9 Grievance Policy and Procedures

12.9.1 General Rules

- a) Grievances are concerns, problems or complaints raised by an employee on matters associated with the employees' employment relations with the Association.



- b) And the objective of grievance handling procedure is to promote peaceful employment relations by ensuring speedy redress to complaints, fair and equal treatment to all employees, and the taking of corrective measures to mistakes and addressing systemic gaps in the Association causing grievances.

12.9.2 Procedures**13.9.2.1 Informal Grievance Handling**

- a) Before using the grievance procedure, it is expected that employees shall try to resolve their complaints informally, whenever possible.
- b) 4YBIN shall make a good faith effort to seek informal resolution of a problem brought to its attention through discussion and communication with the unit involved and with appropriate managers.
- c) The formal stage of the procedure should only be initiated when the informal stage has failed to resolve the issue or is not making progress at reasonable speed.

13.9.2.2 Formal Grievance Handling

- a) The grievant shall state the grievance in writing within seven (7) calendar days of the act(s) giving rise to the grievance. In the event the grievant states the grievance after seven (7) calendar days, the line manager, or any other manager who received the grievance, shall notify the Finance & Admin./HR & Admin. Manager who shall determine whether extenuating circumstances warrant receiving the grievance beyond the time limit.
- b) Any grievance not resolved through informal discussions shall be raised and discussed by the employee with his line manager.
- c) If that meeting or communication fails to satisfy the employee, he can bring the matter to the attention of the manager who supervises the department he works with.
- d) If the response of the manager does not resolve the case, the employee can send a letter to the GM for a final settlement of the complaint.
- e) Should the grievant choose to take legal action, the internal grievance process will cease.

12.9.3 Documentation

Copies of the notes taken at meetings, including dates of meetings, outcomes, agreements and any other relevant information shall be filed in the employee's personnel file and should be kept confidential.

12.9.4 Cooperation

All employees, including the grievant, shall cooperate at all stages in the investigation of a grievance. This cooperation shall include, but not be limited to, appearing to answer questions and presenting truthful information.

12.9.5 Potential Consequences

4YBIN shall take appropriate remedial steps and, if necessary, impose adequate disciplinary measures if the grievance reveals cases of discrimination, harassment or any other violation against this Manual.

12.9.6 Non-retaliation

A grievance shall not cause any reflection on the employee's status as an employee nor shall it affect future employment, compensation or work assignments. Retaliation against an employee who participates in the grievance or any informal resolution process is strictly prohibited.

PART XIII: OTHER POLICIES AND PROCEDURES**13.1. Employee Relations****13.1.1 Labor Union**

- a) 4YBIN recognizes the principles of freedom of association and assembly.
- b) Supports union representation in strict compliance to the Ethiopian Government Labor Proclamation in force.
- c) The union will be representing non-management workers. 4YBIN believes in the principle of management by consultation and as far as practicable; it will consult workers representatives in matters affecting workers and 4YBIN
- d) 4YBIN recognizes that it is a Charity organization and has needs to address all employees' relation with the goal of making sure that 4YBIN operates and grows with the benefit of all management and non-management employees as well as the owners/members and shareholders.

13.1.2 Suggestions and Awards Scheme

- a) Employees of all grades are welcome to participate in the suggestion program for improvements in procedure, methods, or practice concerning both technical and administrative duties of 4YBIN, including money generating and cost saving schemes.
- b) Those employees whose duties and responsibilities are to develop new ideas or to improve the existing one are encouraged to suggest ideas, make inventions, etc, that are not conceived within the scope of their employment, without, however, unduly affecting their regular duties.
- c) All suggestions, which are deemed to be useful for significant improvements in procedure, methods, or practice, shall win monetary awards.
- d) The suggestions and Award System shall be administered by a committee, to be known as "The Suggestion and Award Committee".
- e) The committee members shall be appointed by the GENERAL MANAGER.
- f) Complaints are not considered to be suggestions, other than cost saving schemes.

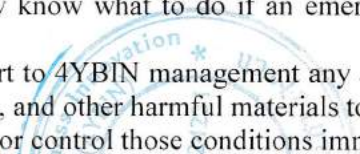
13.2. Relationship with Stakeholders

13.2.1 Relationship with Associates & Business Partners

- a) 4YBIN shall strive to create mutual advantage by understanding the needs of its employees, beneficiary while conducting honestly, responsibly and fairly.
- b) Employees will seek to build a workplace that is safe, professional, and supportive of teamwork and trust. Everyone who works for 4YBIN contributes to overall success and to creating a great 4YBIN Working together, drawing from diverse talents and perspectives, 4YBIN will stimulate new and creative opportunities for its association.
- c) 4YBIN is committed to creating a work environment of mutual trust – in which diversity and inclusion are valued – and where every employee is treated with dignity and respect.
- d) Employees will be recruited, selected, developed and advanced on merit, irrespective of race, color, religion, gender, age, national origin, marital status or disability. They will be entitled to feel included as part of a meritocratic organization of people from diverse backgrounds.
- e) 4YBIN shall make every effort to make decisions and practices transparent in such a way that all associates are respected, treated fairly and equally and create a business relationship that is based on reliance and trust.
- f) 4YBIN will carry on its business activities in compliance with the laws, regulations and rules of the country and the region in which it operates.

13.3. Health, Safety, Security and Environment (HSSE)

13.3.1 Health, Safety and Security

- a) 4YBIN management is committed to providing all its employees with a safe and secure work environment where no one is subject to unnecessary risk.
 - b) 4YBIN shall ensure a safe, healthy and comfortable working environment for all its employees in which there is a culture of mutual trust and confidence by giving due consideration to safety and health and will continue to strive to maintain and improve the working environment.
 - c) 4YBIN recognizes that safe operations depend not only on technically sound plant and equipment, but also on competent people and an active HSSE culture.
 - d) 4YBIN's commitment to safety shall include each of its employees to be alert to safety risks as they do their jobs.
 - e) Employees shall comply with the requirements of the HSSE management system at their work location – including the use of relevant standards, instructions and processes – and with the golden rules of safety.
 - f) Employees will only undertake work for which they are trained, competent, medically fit and sufficiently rested and alert to carry out.
 - g) Employees will make sure they know what to do if an emergency occurs at their place of work.
 - h) Employees must promptly report to 4YBIN management any accident, injury, illness, unsafe or unhealthy condition, incident, and other harmful materials to the environment, so that steps can be taken to correct, prevent or control those conditions immediately.
- 

13.3.2 Environment

- a) 4YBIN is committed to being an environmentally responsible citizen. Employees will comply with or exceed all applicable laws and regulations related to the environment in each of its facilities.
- b) 4YBIN shall encourage its associates to minimize the impact of 4YBIN's IGS operations on the environment with methods that are socially responsible and economically sound.
- c) 4YBIN shall pursue the coexistence of environmental conservation and economic development and will contribute to the realization of a sustainable society.
- d) 4YBIN will conduct business activities which are not only in "compliance with the environment related laws and regulations," but also aimed at "Symbiotic Evolution" of life on Earth and society through creating a culture and environment which future generations can be proud of.
- e) 4YBIN's policy is – no accidents, no harm to people and no damage to the environment.

13.4 Community Activities and Contributions

- a) It is 4YBIN's policy that the country and the communities in which it operates should properly benefit from its presence – through the wealth and jobs created, the skills developed within the local population and the investment of time and money in people.
- b) 4YBIN shall work towards improvements that are concrete and measurable and contribute to the real, independent growth of communities where 4YBIN operates in areas.
- c) 4YBIN shall encourage employees' participation in support of local community development initiatives as long as it doesn't conflict with its interest.

13.5 Conflicts of interest

- a) This policy is intended to promote avoidance of conflicts of interest and the appearance thereof that arise through employments or activities engaged in by employees; and the award of contracts to employees.
- b) 4YBIN respects its employees' privacy and therefore does not normally take an interest in personal conduct outside of work.
- c) 4YBIN avoids actual conflicts of interest and the appearance of a conflict of interest including when an employee's personal, social, financial or political activities interfere or have the potential of interfering with the employee's loyalty and objectivity toward 4YBIN.

The following are areas where a conflict of interest could arise.

I) Outside jobs and affiliations

a). Any one of the following relating to a third-party organization that is a competitor, customer or supplier of goods or services to 4YBIN may raise a conflict of interest, or the appearance of a conflict of interest.

- ◆ Having a second job.
- ◆ Performing services.
- ◆ Serving as a consultant.
- ◆ Holding a financial interest.

b). Employees must first disclose and obtain written approval from their HODs for all relationships with competitors, customers or suppliers that could possibly raise a conflict of interest.

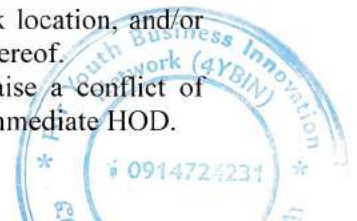
II) Jobs and affiliations of close relatives

a. 4YBIN shall conduct employment matters in a manner that avoids not only conflicts of interest, but also any appearance of a conflict of interest concerning new hires, promotions, transfers within 4YBIN

b. Conflicts of interest that arise (or become known) during employment must be avoided to a reasonably practicable extent. Employees who during their employment become the relative or domestic partner of another employee, or who begin to reside with another Department employee, must make those facts known to the employing Department.

c. Where a conflict of interest has arisen during employment, 4YBIN shall take all reasonable and practicable measures, including, but not limited to, changes in supervision, work location, and/or work shift, to avoid to the greatest extent possible the conflict or the appearance thereof.

d. For all other relationships with competitors or suppliers that could possibly raise a conflict of interest, the employee shall first disclose it and obtain written approval from the immediate HOD.



18

- e. If an employee thinks he may have a conflict of interest, or that others could possibly believe an activity or relationship he is engaged in is a conflict of interest, he must promptly disclose this to his immediate HOD.
- f. An appointment will not be granted to a person-bearing blood relation or similar nature to staff member of 4YBIN unless specifically approved by General Manger.
- g. Failure to provide information on relationships will result in disciplinary action, including termination of employment contract.
- h. NO staff member shall participate in an interview where his relative is an interview.

13.6 Proprietary Information

- a) All confidential, secret, and other 4YBIN information whether created by employees or others, is and shall continue to be the sole and exclusive property of 4YBIN.
- b) Employees are also prohibited from using or disclosing any 4YBIN or third-party propriety information for their benefits or for the benefit of others.
- c) All employees of 4YBIN shall, during his or her employment and indefinitely and forever thereafter:
 - ♣ hold in strict confidence and protect the secrecy and confidentiality of all 4YBIN proprietary Information,
 - ♣ not disclose or reveal any 4YBIN Proprietary Information to any person other than an employee of 4YBIN on a need to know basis or otherwise as may be necessary or appropriate under the circumstances,
 - ♣ use 4YBIN Proprietary Information solely for the benefit of 4YBIN and
 - ♣ not use any 4YBIN Proprietary Information for his or her personal benefit or the benefit of others; in each case, without the prior written consent and approval of the GENERAL MANAGER of 4YBIN.
- d) Employees shall at all times observe all 4YBIN policies; guidelines and procedures for the safeguarding and confidential treatment of 4YBIN Proprietary Information.

13.7 Disclosure of Personnel Records

- a) In collecting, maintaining, and disclosing personnel information 4YBIN shall make every effort to protect the privacy rights and interests of its employees, and prevent inappropriate or unnecessary disclosures of information from any employee's file or record.
- b) Employ's files are accessible only to authorized Finance & Admin./HR & Admin. Managers or HODs who have a valid, demonstrable business need to obtain specific information from an employee's personnel record.
- c) If an individual with an authorized person requires copies of the information in an employee's personnel file, the Finance & Admin./HR & Admin. Manager makes these copies available upon written request.
- d) All medical information relating to an employee is kept in file maintained by the HR Department/Division/Section as appropriate. Access to these medical files is tightly controlled. Ordinarily, medical information about an employee is supplied only to the employee's designated physician in accordance with the employee's written specific request.
- e) All managers, supervisors, and other authorized employees of 4YBIN shall request access in writing to the Finance & Admin./HR & Admin. Manager for recording or access to or reviews and receipt of personnel file information.
- f) When information from an employee's personnel file is to be released or disclosed within 4YBIN, 4YBIN may notify the employee of such disclosure if the HR Department views the disclosure as possibly contradicting/intruding on the employee's privacy.
- g) Employees' routine or ordinary employment procedures, including, but not limited to, performance appraisals, merit increase reviews, promotion and transfer consideration, and disciplinary investigations, normally are not subject to notification procedure.
- h) 4YBIN may provide information and data from its personnel records and files to federal and/or local government agencies in accordance with recordkeeping and reporting requirements imposed by such agencies.
- i) 4YBIN, at its discretion, shall comply with any Government agency's information requests on employees' records whether to disclose or keep such a request confidential.

13.8 Smoking Policy and Procedure

- a) 4YBIN maintains a non-smoking policy within working and project areas.
- b) Smoking is prohibited in any enclosed work area, private offices, lounges, dining areas, dormitory areas, storage areas, service shops, garages, facilities operations areas, and 4YBIN owned vehicles.
- c) Smoking is only permitted in designated outdoor areas. It is the responsibility of each smoker to police the area to contain his smoking materials and remains.
- d) 4YBIN shall establish a committee comprised 2 members from employees and Management, who shall be responsible to establish, publish, and distribute this smoking policy and guidelines for its implementation.

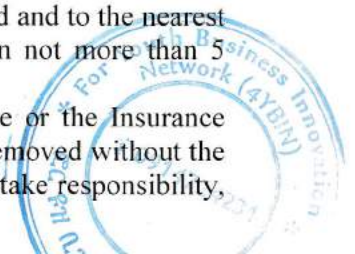
13.9 Dress Code Policy and Procedure

- a) This policy applies to all individuals employed under 4YBIN including casuals and contract employees.
- b) This policy establishes guidelines for the wearing of appropriate clothing by 4YBIN employees, and the issue and wearing of uniforms and protective clothing by designated employees.
- c) This policy may elaborate on but is subject to, the Occupational Health and Safety Policy of this Manual and General Safety Regulation of the Government of Ethiopia.
- d) 4YBIN maintains a business casual working environment for working offices. Employees who are not required to wear a particular uniform are expected to wear appropriate clothing for their occupation and position with:
 - ◆ Personal appearance and cleanliness.
 - ◆ Dressing neatly and avoiding any dress that might not be in accordance with accepted office standards.
- e) 4YBIN shall equip with modern personal protective equipment to those employees who are routinely exposed to the natural elements (heat, cold, etc.) or to workplace hazards (poisonous gases, chemicals, etc.).
- f) It is the responsibility of workers exposed to the natural elements to equip themselves with suitable clothing and furnish themselves with standard and industrially accepted protective clothing and equipment during working hours.
- g) Each employee required to wear a uniform shall be responsible for laundering and making minor repairs to the uniform. The employee may be asked to return used parts of the uniform when new items are issued or requested or when the employee leaves the position for which the uniform was issued.
- h) Employees will not wear their uniform other than in the performance of their duties and during normal travel to and from their workplace.
- i) Each employee who receives financial assistance to purchase protective clothing will be the owner of such clothing and will retain it if he leaves the position for which protective clothing is deemed necessary.

Details for determining of dressing is provided in Appendix 2.

13.10 Handling of 4YBIN property

- a) All employees are responsible for using good judgment to ensure that 4YBIN's assets are not misused or wasted. Employees will effectively handle and use 4YBIN's assets for 4YBIN USE only.
- b) Employees shall not use 4YBIN assets for private purpose or any other purpose unrelated to business activities, without permission from 4YBIN.
- c) Employees are individually responsible for ensuring that 4YBIN property that they use or come into contact with as part of their work is not lost, damaged, misused or wasted.
- d) When faced with an accident, the driver, or a fellow traveler of 4YBIN (if the driver is in a state of injury) shall report about the accident to the General Service Head and to the nearest Traffic Police Station through the available mode of communication in not more than 5 hours.
- e) Removing the vehicle from the scene of the accident before the police or the Insurance 4YBIN agrees to take responsibility is strictly forbidden. If a vehicle is removed without the full knowledge of the police, or the acceptance of the offending party to take responsibility,



and the agreement of the insurance 4YBIN is secured, the driver, or the head who ordered the removed of the vehicle shall be held accountable for the damage incurred on the vehicle and the crime committed.

- f) There should be third party insurance cover for every vehicle of 4YBIN to protect drivers from other people, vehicle and property.
- g) 4YBIN assets are intended for 4YBIN business use, and employees have a responsibility to protect these assets. Personal use is generally prohibited.
- h) Every employee who received the fixed assets shall have the responsibility to properly handle and utilize them.
- i) Whenever an employee is transferred or leave 4YBIN, the General Services Head shall ensure that he handovers all properties which were under his possession.

13.11 Clearance Policy

- a) A terminated employee is required to complete a standard clearance form before the separation/termination benefit is prepared by Finance and Accounts.
- b) The clearance form confirms whether the terminated employee still has outstanding liabilities with any work unit.
- c) It is the separated employee's responsibility to ensure that the form is signed by all specified work units before submission for final processing.
- d) Once the Finance & Admin./HR & Admin. Manager has received a completed clearance form, instructions will be sent to accounts section for the payment of separation/termination benefit.
- e) No clearance shall be issued unless all outstanding loans/liabilities are settled.

13.12 External Communication

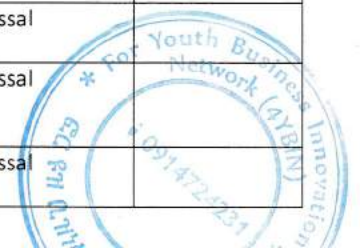
- a) All 4YBIN press statements shall be issued by the Public Affairs Office upon the approval of the 4YBIN General Managers (depending on the nature of the issues).
- b) 4YBIN employees shall not give press statement or any other information unless otherwise instructed/approved by the GM or his designee.
- c) 4YBIN's legal Service shall represent 4YBIN relating to legal- labor issues and will determine what information is appropriate to supply to internal and external stakeholders, through Public Relations Office.
- d) To ensure consistent, accurate delivery of 4YBIN information, employees are not authorized to answer questions to the news media, or third party. Designated 4YBIN's Public Affairs Officer is in-charge of releasing information to the news media.
- e) Employees are responsible for maintaining professionalism when communicating with each other and the public. Employees should not engage in communications that are distasteful, obscene or defamatory.



APPENDIXES

APPENDIX 1: Offences that lead to dismissal on trails

N ^o	Offence	First Offence	Second Offence	Third Offence	Fourth Offence
1	Provoking fighting in the offices or within the compound of the TDVA	Last warning in writing	Dismissal		
2	Threatening customers/students and employees of the TDVA	Last warning in writing	Dismissal		
3	Absenteeism from work without sufficient reason for 3-4 consecutive working days	Last warning in writing	Dismissal		
4	Used property of the TDVA for the benefit of himself or a third party without the permission from the relevant authorities	Last warning in writing	Dismissal		
5	Found asleep at place of assignment	Last warning in writing	Dismissal		
6	Using a house given for living for commercial purposes or allowing for use by a non-approved for third party	Last warning in writing	Dismissal		
7	Refuses to receive a letter written by the TDVA or refuses to appear for questioning.	Last warning in writing	Dismissal		
8	Leaving shift work without transferring the work to substitute	Last warning in writing	Dismissal		
9	Deliberately failed to fulfill job duty at assigned work place	Last warning in writing	Dismissal		
10	Consciously insult guests/students or customers or patients	Last warning in writing	Dismissal		
11	Driving an TDVA car outside approved areas	Last warning in writing	Dismissal		
12	Abuse of authority such as the solicitation of exchange for favorable evaluation, promotion, etc.	Last warning in writing	Dismissal		
13	A driver who didn't renew his driving license on time and thus negatively affected the work of the TDVA	First warning in writing	Last warning in writing	Dismissal	
14	A guard assigned, but failed to appear at his assigned post/station	First warning in writing	Last warning in writing	Dismissal	
15	One who misused materials, equipment and documents he is given for his work	First warning in writing	Last warning in writing	Dismissal	
16	One who absented himself from 1 – 2 working days without sufficient reason	First warning in writing	Last warning in writing	Dismissal	



N°	Offence	First Offence	Second Offence	Third Offence	Fourth Offence
17	Allowing individuals to enter the TDVA premises without permission	First warning in writing	Last warning in writing	Dismissal	
18	Failure to settle advance payments taken for travel, purchasing, etc. within the due time	First written warning	Second written warning	Dismissal	
19	Late reporting to work 3 times	First warning in writing	Last warning in writing	Dismissal	
20	Failure to report to work in time without permission	Verbal warning	First warning in writing	Second warning in written	Dismissal

APPENDIX 3: Human Resources Forms

Form No. HR/001
Date _____

For youth BUSSINESS INOVATION NETWORK
EMPLOYMENT REQUISITION FORM

JOB TITLE: _____ No. of EMPLOYEES/QUANTITY: _____
ESTIMATED STARTING SALARY/RATE: _____
DEPARTMENT: _____

TYPE OF EMPLOYMENT: PERMANENT FIXED CONTRACT CASUAL

PERIOD OF STAY (If contract or casual): _____.

DUTIES (ATTACH JOB DESCRIPTION IF AVAILABLE) _____

REPLACEMENT FOR: _____
IF ADDITION TO OR NEW, EXPLAIN FULLY: _____

AGE RANGE _____ TO _____ EDUCATION _____
EXPERIENCE _____ OTHERS (Specify) _____
REQUESTED BY _____
APPROVED _____

TO BE COMPLETED BY Personnel Officer.



JOB FILLED BY _____ FROM _____

Copy Distribution:

- Original to Personnel Officer
- First Copy to Requesting Department
- Last copy remains with pad

Form No. HR/002
Date _____

For youth BUSSINESS INOVATION NETWORK
Employee Data Sheet

Instructions:

- All fields in the form should be filled by the candidate in his/her own handwriting
- Please submit 3 passport size photographs.
- Copy of documents for education / experience certificates to be attached along with this form.

1. Association Information

TDVA

Address: Mekelle, Kebele _____

Tel: _____

Fax: _____

Attach recent
photo

2. Employee Details

Full Name: _____

Designation: _____

Department: _____

Current Address: _____

Telephone: _____ Mobile: _____

Permanent Address: _____

Postal Code: _____ Phone: _____



21



For Youth Business Innovation Network-HRM

Email Address: _____

Identification Mark: _____

Date of Birth: _____

Place of Birth: _____

Gender: _____

Passport No/ID No (Underline one): _____

Place of Issue: _____

Date of Expiry: _____

Tax Identification Number -TIN (if available): _____

Pension Identification Number - PIN (if available): _____

Driving License, No: _____

License Grade: _____

Date of Issue: _____

Date of Expiry: _____

Bank Account No: _____

3. Work Experience Details

Instruction: In the space provided below, describe every position which you have held since you first began to work. Start with the present position and work back to the earliest positions which you held. Attach separate sheet if necessary.

Month & Year		Association's Name	Tell Address	Position Held	Reason of Leaving
From	To				



4. Working Clothes Information (where applicable):

- a) Pant/trouser Size: _____ (e.g. 28, 30, 32, 34, 36, 38, etc....)
- b) Shirt Size: _____ (S, M, L, XL, XXL, XXXL)
- c) Shoe Size: _____ (e.g., 38, 42, 44,)

5. General Information:

- a) Height: _____ Weight: _____
- b) Blood Group: _____
- c) Any Known Allergies: _____
- d) Handicapped Type (if any): _____

6. Emergency Contact (Name, Telephone & Address):

- 1. _____
- 2. _____

7. Referred to Association by/through:

a) References Professional

NAME	COMPANY/AGENCY	DESIGNATION	CONTACT DETAILS

b) Personal

Name	Occupation	Known Since	Contact Detail





Declaration: I hereby declare that the information submitted above is to the best of my knowledge and nothing has been concealed therein. I shall have no objection in case the Association (agency) or its associate, client companies make enquiries about me from the persons named above.

Signatures

OFFICE USE ONLY

- a) Date of Employment:
b) Assigned Association ID No
c) Medical Examination Result:
d) Police Clearance Result:
e) Personnel Officer's Statement

Form No. HRD/003
Date

For youth BUSSINESS INOVATION NETWORK
NEW EMPLOYEE ORIENTATION CHECK LIST

Employee's Name Date of Employment

SECTION ONE-WELCOME

- 1.1. Welcome new employee to Association
1.2. Tour of work place
1.3. Introduction to other employees
1.4. Explain Organization Structure of Association
1.5. Describe employee's duties & responsibilities
1.6. Discuss work performance (quality, quantity expected)
1.7. Answer any questions employee may have
1.8. Give new hire an HR Manual

SECTION TWO-GENERAL INFORMATION

- Rest Rooms Lunch/Breaks
Parking Cafeteria
Office Hours Telephone system
Break Hours Copy Equipment
Punctuality Supplies
Absence from Work House keeping
Mail Procedures:

SECTION THREE-POLICIES/BENEFITS

- Pay Day Annual Leaves Insurance Plans
Overtime Policy Holidays Salary Reviews Leave
of Absence Performance reviews Sick Leave



For youth BUSSINESS INOVATION NETWORK

EMPLOYEES PERFORMANCE APPRAISAL SHEET

Full Name: _____ ID. No: _____
 Job Title: _____
 Department/Division: _____
 Period covered from: _____ To _____

Probation Regular

S. No	Evaluation Criteria	Rating Points					Total
		E (1)	D(2)	C (3)	B (4)	A (5)	
1	Job Knowledge: Full Understanding of Duties, job requirements, material, equipment, methods & procedures. Knowledge of relationship of his own work to work of others. Demonstrates Knowledge and Skills to increase production						
2	Quantity of work (output): Completes the volume of work expected in a prompt manner. Completes tasks to the standard expected within the time set.						
3	Quality of Work: Work is exact, accurate, though, free from errors and the neatness of output, work and services are as expected when completed under normal conditions.						
4	Cooperation (attitude and working with others): Works effectively with superiors, fellow workers, and others. Where applicable pleasant in contact with public and/or client. Interested in the job and accepts policies and practices.						
5	Punctuality & Attendance: Arrives at work on time and meets other commitments in a timely manner and devoting working hours to assigned duties.						
6	Responsibility: Willingness to accept responsibility, conformity to Association policies and procedures,						
7	Safety: Follows good safety practices, is aware of own and others personal safety,						
8	Dependability: Ability to care out assignments with minimum supervision.						
9	Confidentiality: Handles confidential information in accordance with Association policy and procedures.						
10	Utilization of Resources: The degree to which the individual has utilized funds, staff or equipment economically and effectively.						
	Total						

Efficiency Result = (Total Performance Points/10) = _____

Remarks by Immediate In-charge/Line Manager: _____

Name: _____ Position: _____
 Signature: _____ Date: _____

Employee's comment: _____
 Signature: _____ Date: _____

Remarks by Senior In charge/one step up Manager

Name: _____ Position: _____
 Signature: _____ Date: _____

Remarks by HR Manager/Delegate:

Name _____ Signature _____ Date _____



**For youth BUSSINESS INOVATION NETWORK
Supervisors and Officers Performance Evaluation Sheet**

Full Name _____ ID. No. _____

Job Title _____

Department/Division _____

Period covered from _____ To _____

Probation Regular

S. No	Evaluation Criteria	Weight	Rating Points					Performance Points
			Does not meet requirements E(1)	Requirements occasionally not met D(2)	Consistently meets requirements C(3)	Frequently exceeds requirements B(4)	consistently exceeds requirements A(5)	
1	Target Achievement							
2	Planning, Follow-up, Monitoring, Evaluating, and Reporting							
3	Leadership							
4	Communication							
5	Decision Making							
6	Managing & Developing People							
7	Contribution to the Management Team							
8	Initiative & Creativity							
9	Knowledge & Skill Improvement							
10	Utilization of Resources							
11	Punctuality							
12	Commitment to Job							
	Total							

Efficiency Result: (Total Performance Result/Total weight) = _____

Remarks by Immediate In-charge _____

Name _____ Position _____

Signature _____ Date _____

Statement by the Head under evaluation _____

Name _____ Position _____

Signature _____ Date _____

Remarks by GM/President/General School Director _____

Name _____ Position _____

Signature _____ Date _____



Form No. HRD/005

Date _____

For youth BUSSINESS INOVATION NETWORK

Certificate of Service

This is to certify that _____ has been working in our Organization/Association from _____ to _____. He has been assigned to the following positions:

1. From _____ to _____, _____
2. From _____ to _____, _____
3. From _____ to _____, _____

His/her monthly salary at the time of leaving was Br. _____. He was also getting a monthly _____ allowance/s of Br. _____. _____ He has paid all required income taxes and pension contributions to concerned Government authorities for the period of stay and engagement with the Association.

We wish him every success in his future endeavor,

Signed: _____

Name and Position: _____

NB:

- This certificate of service has been given to the bearer in accordance with the labor proclamation of Ethiopia.
- This is the only official certificate given to employees upon termination of service with the organization.
- The organization's Human Resource Department may be formally contacted for any additional information regarding the employee.

24



Approved by 4YBIN Board

5 January 2023

Mekelle Ethiopia



[Handwritten signature]
T. K. M.