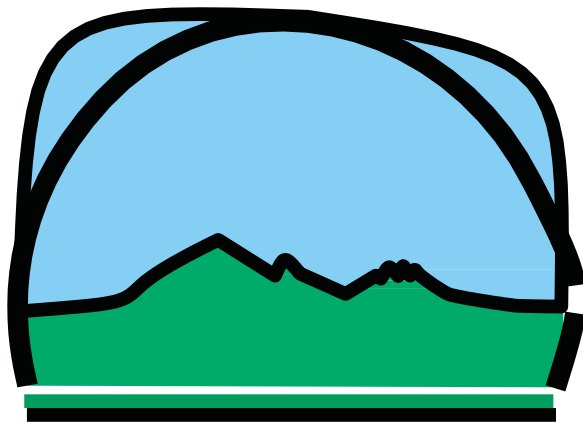


BWINDI MGAHINGA CONSERVATION TRUST



BMCT

HUMAN RESOURCE MANUAL

FEBRUARY 2015

FOREWORD

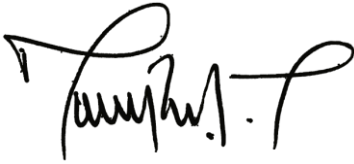
Bwindi Mgahinga Conservation Trust (BMCT) is a registered Trust Fund that was established under the Trustee Incorporation Act of Uganda in 1994. The goal of BMCT is to provide long-term reliable support for research and conservation of biological diversity and sustainable use of natural resources in the Mgahinga Gorilla National Park (MGNP) and Bwindi Impenetrable National Park (BINP). The fund is aimed at conserving the biological diversity while promoting the socio-economic welfare of neighbouring local communities around the two parks for sustainable development. BMCT recognizes that the most important resource in fulfilling this mandate is the human resource which should be effectively managed hence this manual.

BMCT shall therefore from time to time focus on staff welfare and review the policies, systems, and procedures through which staffs are managed. A well-motivated and managed BMCT staff shall ensure that BMCT maintains its staff and is an attractive employer for the better conservation of the two parks. This therefore involves a well thought out strategy of staff recruitment, development and utilization of a professional, well- equipped, competitively remunerated and highly motivated workforce. BMCT shall provide a conducive working environment that values the contribution of all staff towards attainment of its vision, mission and objectives.

This manual provides a framework that ensures equitable and transparent recruitment, competitive remuneration and benefits, fair and impartial disciplinary procedures, participatory performance evaluation, training, development and retirement of staff. This manual revised in February 2015, updates the general human resources policies of BMCT based on the BMCT Trust Deed and all other applicable legislations.

All employees are required to familiarize themselves with the provisions of this manual and any changes made to it thereafter so as to be aware of their rights and obligations as employees of BMCT. This manual forms part of all BMCT employee contracts.

The regulations herein shall be cited as the “Bwindi Mgahinga Conservation Trust staff Regulations” and shall be binding on all employees of the organization; they shall not be altered whatsoever without the authority of the Trust Management Board following the due amendment process.



Chairperson,
Trust Management Board



Trust Administrator
Trust Administration Unit

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ACRONYMS

BINP	Bwindi Impenetrable National Park
BMCA	Bwindi Mgahinga Conservation Area
BMCT	Bwindi Mgahinga Conservation Trust
FAM	Finance and Administration Manager
HRC	Human Resource Committee
ITFC	Institute of Tropical Forest Conservation
LCSC	Local Community Steering Committee
MGNP	Mgahinga Gorilla National Park
PDU	Procurement and Disposal Unit
PM	Programme Manager
TA	Trust Administrator
TAC	Technical Advisory Committee
TAU	Trust Administration Unit
TMB	Trust Management Board
UWA	Uganda Wildlife Authority
UNESCO	United Nations Educational, Scientific and Cultural Organisation

DEFINITIONS OF KEY TERMS

In this Human Resource Manual, unless the context provides otherwise, the following words shall have the meaning defined hereunder;

“Appointing Authority” means the individual/body designated by law to make appointments: Trust Management Board for all positions other than support staff or Trust Administrator for support staff.

“Appointment” - means conferment of an office or post of emolument in the service of the Bwindi Mgahinga Conservation Trust upon a person by the appointing authority.

“Board” - means the Trust Management Board (TMB) of Bwindi Mgahinga Conservation Trust

“Board of Trustees”: - means the Governing body of Bwindi Mgahinga Conservation Trust appointed in accordance with the BMCT Trust Deed provisions.

“Bwindi Mgahinga Conservation Trust” - means a body established under the Uganda Trust Incorporation Act and registered as Bwindi Mgahinga Conservation Trust Fund or any other name changing from that.

“Child” means a biological or adopted son or daughter of the employee under the laws of Uganda who has not attained his or her 18th birthday and is dependent upon the employee.

“Casual Employee”- means laborers hired by Management on specified jobs for a short period and earning a wage.

“Contract” - means a formal agreement signed between BMCT and another party, stating that the second party shall work for BMCT for a specific period and task. The contract may be on a permanent, probationary, or temporary basis.

“Calendar Month” - means any of the twelve months of the year (January - December).

“Day” - means a period of twenty-four hours.

“Employee” means any person who has entered into an employment contract with BMCT.

“Gratuity” - means benefits accruing to an employee of BMCT at the end of his or her contract

“Immediate family” means the declared and recorded spouse, a child, and biological parents of the employee.

“Intern” A student or a recent graduate undergoing supervised practical training in BMCT without expecting BMCT staff benefits.

“Immediate supervisor” means the officer to whom another officer/employee directly reports and is accountable to.

“Leave” - means a period officially granted to an employee to be off duty for a specific number of days.

“Leave Year” - means the 12 months of the year January to December.

“Middle Level Management” means a manager with management responsibilities reporting to higher-level managers’: the Monitoring and Evaluation Officer, Programme Officers.

“Nominated Beneficiary” - means any person who has been declared by an employee to receive his or her money, gratuity or pension and any other benefits which BMCT owes him or her in case the employee dies before receiving the same.

“Other Family Members” - means the biological parents and other siblings of an employee of BMCT.

“Promotion”- means the conferment upon a person in the service of BMCT, an office or post to which is attached a higher responsibility, and or higher salary scale or status or privileges than that attached to the office or post to which he or she was last substantively appointed.

“Qualification” - means an educational award obtained through examination by a recognized examining body or institution.

“Reviewing officer,” means the staff that is responsible for appraising a lower ranking employee during the performance appraisal exercise.

“Support Staff” means the staff at the level of the Accounts Assistant, Secretary, Drivers and Office Assistants.

“Spouse” - means a person validly married to an employee according to the laws of Uganda. (The names of the spouse shall be submitted in writing before the commencement of employment or soon after the employee legally gets a spouse)

“Top Management” means the highest ranking staff of the Trust: The Trust Administrator, Finance and Administration Manager and the Programme Manager.

“Trust Administrator” - means the Chief Executive Officer of BMCT

“Volunteers” A person(s) who offers to perform a service or work for BMCT voluntarily without expecting BMCT staff benefits

1.0 INTRODUCTION

This human resource manual is a summary of policies, procedures and practices related to human resource management at Bwindi Mgahinga Conservation Trust (BMCT).

The Trust Administrator shall be responsible for leading an effective staff team and is thereby accountable for the implementation of the policies outlined in this manual. The Trust Administration Unit shall be responsible for human resource management within BMCT and shall comply with this manual to ensure organizational consistency.

The Trust Administrator shall be responsible for maintaining the procedures and systems that support human resource management for the organization and shall answer any questions or provide clarification on any content of this manual. BMCT believes that the understanding of policies by all staff members shall contribute to a positive and productive working relationship.

BMCT shall strive to maintain a work environment that fosters personal and professional growth of all employees. Maintaining such an environment shall be the responsibility of every staff. Because of their role, top managers shall have an additional responsibility of leading in a manner that fosters an environment of respect for each person.

This human resource manual offers an overview of BMCT's benefits and policies that have and will continue to contribute to making the Trust a great place to work.

1.1 Background

Bwindi Mgahinga Conservation Trust (BMCT) established in 1994, is a registered Conservation Trust Fund mandated to work in a radius of two parishes adjacent to the two parks, Mgahinga Gorilla National Park (MGNP) and Bwindi Impenetrable National Park (BINP) which constitute the Bwindi Mgahinga Conservation Area (BMCA) located in south western Uganda at the border with DRC and Rwanda with operational headquarters in Kabale town at Bwindi Trust House and a sub office in Kampala.

The overall goal of BMCT is to provide long-term reliable support for research and conservation of biological diversity and sustainable use of natural resources in the Mgahinga Gorilla National Park (MGNP) and Bwindi Impenetrable National Park (BINP) while promoting the welfare of neighbouring communities.

BMCT works with the local communities to conserve the two parks by increasing peoples understanding of the importance of conservation and by supporting community development activities outside the parks to improve community livelihoods.

1.2 The Vision

The biodiversity and ecosystem health of Mgahinga Gorilla National Park (MGNP) and Bwindi Impenetrable National Park (BINP) conserved in harmony with development needs of the surrounding communities.

1.3 The Mission

To foster conservation of biodiversity in MGNP and BINP through investment in community development projects, research and ecological monitoring and park management programmes.

1.4 Scope

This manual stipulates the rules and regulations that shall apply to all employees of BMCT. Management shall maintain an updated copy of these Staff Rules and Regulations, which shall be available for all employees.

It shall be the staff's responsibility to seek and understand the terms, regulations and conditions of service in this manual for in no circumstance shall their ignorance be accepted as an excuse for irregularity or violation.

1.5 Objectives of This Manual

The objectives of this human resource manual are to:

- (a) provide broad human resource policies including fair and equitable recruitment of employees

- (b) provide for disciplinary procedures, rewards and sanctions
- (c) create and clarify rights and obligations of staff vis-à-vis those of BMCT
- (d) provide for commensurate remuneration of staff
- (e) provide a streamlined framework of communication that improves relationships between staff and the general public
- (f) provide a basis for human resources management and development.
- (g) provide for efficient and effective management of BMCT assets
- (h) provide for any other matter related to the objectives stated above

1.6 Approval

The Board of Trustees shall approve this Manual and the signatures of the Chairperson of the Board of Trustees and the Trust Administrator shall signify such approval.

1.7 Interpretation

The interpretation of this manual shall be the responsibility of the TMB. It is the policy and philosophy of BMCT to encourage open and frank resolution of personnel human resource issues at all levels as a means of creating a conducive and consultative working environment.

If these terms, regulations and conditions of service fail to make provision for a particular circumstance, the matter shall be referred to the TMB which shall decide the course of action to be undertaken, and where necessary the regulation and conditions may be suitably amended in a meeting called for that purpose or among others for that purpose.

The terms, regulations and conditions contained herein shall be subject to amendment from time to time depending on changes in circumstances e.g. government statutes or BMCT dynamics and such amendments shall form part of these regulations and shall be communicated to all staff in writing indicating their effective date.

2.0 EMPLOYMENT POLICY

To ensure the maintenance of fair, equitable and legal employment practices, it is the policy of BMCT that all employees be given a fair and equitable treatment while implementing the terms, regulations and conditions laid down in this manual.

BMCT is an equal opportunities employer that strives to match the best applicant to each available job opening. In striving to achieve objectivity, fairness and equity, Staff Rules and Regulations have been formulated. The Trust Administrator shall from time to time advise the Board on how to resolve issues that may not be regulated by the Human Resources Manual.

The Trust Administrator in consultation with the TMB may make rules for better enforcement or implementation of the terms, regulations and conditions of service, and shall indicate, in writing, the date when they become effective. In the event where any of these regulations are not in conformity with the existing labour laws of Uganda, the provisions of such laws shall prevail.

2.1 Recruitment and Appointment

2.1.1 Types of Appointments

There shall be three categories of appointment under the BMCT, namely:

- (a) Established Job Contracts of 1-4 years, renewable (Appendix VI)
These shall be one to four-year contracts for employees and may be renewed following the performance appraisal process and on recommendation of the supervisors responsible for the appraisal.
- (b) Assignment Contracts
These shall be appointments for specific assignments such as consultancy contracts, which does not warrant establishment of a vacancy within the TAU. Such a contract shall be governed by these terms, regulations and conditions mutatis mutandis with exceptions stipulated in the said contract.

- (c) **Volunteers and Internship Contracts**
Under the volunteer contracts, appointment shall be based on a Memorandum of Understanding between BMCT and the person applying for the position. Volunteers shall be hired based on the BMCT level of management applied for. Interns shall be based on a memorandum of understanding between BMCT and the person undertaking such internship.

2.1.2 Appointment / Recruitment Procedures

- (a) It shall be the policy of the BMCT to fill all established positions with the best qualified personnel through a transparent and competitive procedure. Ugandan Nationals shall be given first priority.
- (b) All positions falling vacant or created shall be publicly advertised for open competitiveness.
- (c) Established and assignment appointments shall be on the recommendation of the Trust Administrator or by his or her designate and endorsed by the TMB.
- (d) The advertisement in local press shall give all requisite information of the post including duties attached thereto, qualifications and experience required, and closing date in accordance with approved job description and specification for that vacancy.
- (e) All candidates both from within and outside the TAU shall be given equal opportunity to compete for a vacant post.
- (f) No person shall be considered for appointment unless he or she has submitted an application in response to the advertisement and within the stipulated period
- (g) All BMCT staff shall be interviewed by the HRC and recommended to the Board for appointment. The TA shall in addition (after the HRC interviews) be orally interviewed and appointed by the TMB.
- (h) The TMB may delegate TAU to interview support staff and recommend them to the Board for appointment.

- (i) BMCT reserves the right to authenticate in such manner as it shall deem necessary, a prospective employee's previous employment and salary history, educational qualifications and references. The information gathered during the process shall be kept on the employee's confidential file.
- (j) The decision of the appointing authority after an interview shall be final.
- (k) The contract of service shall be asserted with an offer of appointment signed by the Chairman of the Board or his/her designate and a declaration of acceptance in writing of the offer signed by the appointee.
- (l) The letter of appointment shall state the date of appointment, the salary scale, allowances, duty station and shall have as an attachment a copy of the job description and the terms, regulations and conditions of service.
- (m) A copy of the letter of appointment signed by the employee shall be placed on his or her personal file. Signing of a note confirming that a copy of this manual has been read by the employee indicates an understanding of the terms, regulations and conditions of service here in. (See Appendix II)
- (n) Until the employee has formally accepted the offer in writing and has effectively commenced work, the salary and benefits attached to the appointment shall not be payable.
- (o) Upon assumption of duty, every employee shall declare the next of kin, being the person who would be contacted in case of emergency affecting such employee e.g. serious sickness or death.
- (p) All employees shall declare the names of the members of their immediate family on taking appointment and during service with BMCT. Any changes in event of death or birth must be communicated to the TA and recorded accordingly.

2.2 Nepotism

No candidate shall be hired for a position where they may report to, or supervise a member of their immediate family. Personal relationships with other employees shall be disclosed prior to accepting any offer from the employer. Failure to disclose this information would be considered contradictory to the BMCT Code of Conduct.

2.3 Orientation

All new employees to BMCT shall receive an orientation session that will encompass an overview of general policies, procedures and operations. This will also provide new employees an opportunity to learn the performance expectations from BMCT in regard to their positions. They will be given a copy of this Human Resource Manual and will be expected to learn and understand its contents.

2.4 Employee Duties

Attached to an offer of employment, shall be documents' description of the job and the associated responsibilities, along with additional tasks required. Description of the job shall be used to set targets and evaluate performance both during and after the probation period. If an employee is unsure of its contents, they shall ask for clarification from their supervisor.

From time to time, it may be necessary to amend an employee's job description. These amendments shall be discussed with the employee in advance of implementation; however the final decision to implement the amendments shall be made by management.

2.5 Personnel File

BMCT shall maintain a personal file on all employees kept by the Trust Administrator in a secure location. Information which is contained in an employee's personnel file shall include the following: Curriculum Vitae, letter of offer, performance reviews, amendments to job descriptions, disciplinary notices, tax forms, copies of enrolment forms for benefits and approved leave requests.

Employees may view their own personnel file upon request. Any employment action including change of address, bio-data, emergency contacts or other employee information shall be reported to the TA without delay to ensure that personnel records remain current.

2.6 Probation

All new employees shall undergo a mandatory probation of three months. In the last month of completing the probation (3rd month), the employee shall be appraised according to established procedures by his or her supervisor and informed that he or she has passed the probation or not. If not, the probation period may be extended for further one or more months but not exceeding three months. Employees who do not meet the expectations of the job and/ or BMCT employment conditions by the end of the extended probation period, shall have their appointments terminated.

For those employees who pass probation, employment with BMCT shall subsequently be regarded as having begun with the first day of the probationary period and annual leave thereafter shall be calculated from that date. No annual leave shall be taken during the probationary period and no payment in lieu of leave accrued shall be made if the employee terminates or is dismissed from BMCT's employment during the probationary period. The employee shall, during the probationary period, receive the full basic salary and benefits entitlements for the job.

During the probationary period, BMCT or the employee may give notice of one month of termination of employment. After probation, either the employee or BMCT shall give three months' notice or payment in lieu of notice in order for either party to terminate employment of a confirmed employee.

2.7 Annual Salary

Salaries shall be determined by the BMCT Board based on budget considerations and commensurate with the experience of the successful candidate. BMCT employees shall be paid on a monthly salary basis less statutory and other deductions payable in accordance with BMCT standard payroll practices. These payroll practices may be changed from time to time at the Board's discretion.

2.8 Performance Appraisals

BMCT shall use performance appraisal reports as a management tool to motivate staff. Staff appraisals shall be objective and measurable and will be carried out annually at the end of each financial year. End of probation appraisals shall be carried out after the probation period.

Staff performance appraisal/evaluation shall be participatory and transparent. Promotions, merit awards and training shall be based on periodic appraisals of the employee's performance. Every member of staff shall complete the relevant sections of the appraisal forms and return them to his/her supervisor (Appendix V).

The immediate supervisor shall then complete the relevant parts of the appraisal forms so as to clearly reflect what he or she sees as the employee's strengths/weaknesses and areas that need, specifying:

- (a) What is expected of the employee;
- (b) Goals, targets and other measures by which the employee is evaluated;
- (c) Clear recommendation for an award for excellent performance including promotion or in-grade salary increases;
- (d) Clear recommendation for disciplinary action for poor performance;
- (e) Clear recommendation on ways in which the employee's performance might be improved;
- (f) Clear identification of training and development activities for the employee; and
- (g) Draw up objectives for the next period as bench mark upon which evaluation for the next assessment shall be based.

Every employee being appraised shall review the written appraisal statement and discuss comments therein with the supervisor and signify acceptance or otherwise by countersigning on the form. The Supervisor shall submit the duly completed appraisal forms to the TA. The TA and Supervisor shall review the submissions concerning each staff appraised in details, and make specific recommendations such as; agree to promotions, recommend salary increases or recommend disciplinary measures.

In the event of an employee not being satisfied with the assessment made by his or her supervisor, he or she shall appeal to the reviewing officer first, then to the HRC.

Any employee who may not yet be satisfied with the decision reached by the HRC shall appeal to the Chairman of the TMB through the HRC.

2.9 Public Image and Integrity

When representing BMCT, staff should dress and behave appropriately. Employees shall dress in a manner that presents a professional image to the public and is respectful of others. Excessive use of profanity is neither professional nor respectful to co-workers and shall not be permitted.

2.10 Statutory Holidays

BMCT shall honour the Public holidays as provided by the Government of Uganda.

2.11 Volunteer Recruitment

The recruitment of non-paid employees and their deployment in a variety of specific roles can be an effective way of boosting BMCT productivity levels. BMCT shall encourage the consistent and fair treatment of non-paid employees and make clear the responsibilities and expectations on both sides.

The Trust Administrator may accept the services of a volunteer to perform tasks assigned to him or her in designated areas. Such volunteer/s shall indemnify BMCT against any claims that may arise as a result of injury or sickness during the assignment. The following shall be considered when recruiting a volunteer for BMCT:

- (a) Skills requirement: The skill and expertise in BMCT may be limited in some areas in terms of actual personnel on the ground, or even in degree.
- (b) Budget limitations: BMCT may not have the financial capacity to pay for such skill and expertise given budgetary constraints.

- (c) Organization operational need and nature of the assignment: Where BMCT requires short term manpower for specific assignments
- (d) Possibility, and feasibility of having future relations with the applicant based on the assignment (future needs).

2.11.1 Criteria for Selection of Volunteers

- (a) Previous work experience and skills of the applicant in a specific field of assignment,
- (b) Qualifications/Recommendations received
- (c) Availability for the assignment.

2.11.2 Volunteer Appointment Conditions

- (a) A letter of agreement clearly setting down the duties and responsibilities of the volunteer should be drawn and signed between the volunteer and BMCT.
- (b) Volunteers will also be required to sign a waiver, and at the same time provide proof of insurance covering the period of volunteering with BMCT
- (c) The volunteer shall cater for their own accommodation, meals, transport, medical expenses, and any other expenses incidental to their attachment to the assignment and volunteer status unless negotiated otherwise.
- (d) Volunteers may at the discretion of TMB, be entitled to facilitation to perform the assigned work (in form of transport, accommodation and lunch)
- (e) Application process: Applications and detailed up-dated curriculum vitas will be submitted to the Trust Administrator. Thereafter, the human resource committee will vet them.

3.0 WORKING HOURS AND CONDUCT OF EMPLOYEES

3.1 Working Hours

The official working hours of the BMCT shall be from 8:00am to 1:00pm and from 2:00pm to 5:00pm, Monday to Friday excluding public holidays. However all TAU staff may be called upon for duty at any time, the above notwithstanding.

3.1.1 Attendance

- (a) All TAU staff shall sign in and out of an attendance book availed by management.
- (b) An employee failing to report for duty shall duly inform his or her immediate supervisor by 10.00am of that working day through telephone contacts or by sending written or verbal message through a third party.
- (c) BMCT reserves the right to treat absence from work without permission as leave without pay and make deductions from the employee's salary for that period.

3.1.2 Overtime

- (a) Overtime shall be paid to only support staff under exceptional circumstances at the discretion of and with prior approval of the Trust Administrator. Time in lieu shall take precedence over financial payment unless circumstances to the contrary warrant. No overtime shall be paid to support staff unless the responsible supervisor has verified and approved the overtime.
- (b) All hours worked in excess of the official daily and weekly working hours by support staff with authorisation shall be considered for overtime at a rate of one and half times the employee's basic hourly rate.
- (c) Subject to (a) above, cases of overtime worked on a weekend or public holiday (s) compensation shall be at a rate twice the employee's basic hourly rate and daily transport refund.

- (d) All overtime shall be pre-authorized except in emergencies and paid for at the end of the month it was earned and is subject to taxation. The following formula shall be used to calculate overtime:
 - i. Gross monthly salary divided by 22 (days) worked in a month
 - ii. Divided by 8 (hours) worked each day
 - iii. Multiplied by overtime hours worked in the month
 - iv. Multiplied by 1.5 or 2 as the case may be
- (e) Employees shall commit all their time during business hours to the work for which they were hired for and shall not enter into any other service/employment unless authorized by the TA/TMB.

3.2 Code of Conduct of Employees

- (1) The code of conduct is intended to achieve the following:
 - (a) Ensuring that the BMCT maintains a working environment that is conducive to its employees and clients.
 - (b) Ensuring that employees conduct themselves in a professional manner.
 - (c) Maintaining harmony and upholding corporate values and aspirations.
- (2) It is the policy of BMCT to maintain high professional standards, integrity and good public image by ensuring that all employees adhere to professional ethics and core values of BMCT. The BMCT's "core values", the qualities that distinguish it from other organizations and for which it strives to be known include:
 - (a) Integrity-Striving to operate to the highest standards of professionalism, honesty and transparency.
 - (b) Innovation-Striving to maintain an innovative approach to achieve BMCT mission, overcoming new challenges and finding ways to improve.
 - (c) Teamwork- Working together as a team to take advantage of the BMCT's organizational strengths, skills and knowledge.
 - (d) Collaboration- Developing partnerships and strategic alliances with other institutions and organizations in support of the mission.

- (e) Excellence- Pursuing and achieving excellence in all endeavors.
 - (f) Communication – Promoting and encouraging effective internal and external communications.
 - (g) Effectiveness- Ensuring value for money in all BMCT programs, activities and transactions.
- (3) Employees of BMCT shall be expected to conduct themselves both in public and in private in a manner intended to promote the interest, image and wellbeing of BMCT. All employees shall dress in a descent manner according to activities being undertaken.
 - (4) Any conduct, which is prejudicial to BMCT’s interest, whether within or outside the office, shall be treated as misconduct and shall constitute grounds for investigation and disciplinary action, in accordance with the regulations dealing with offences and disciplinary procedures and measures.
 - (5) All employees shall be required to perform their duties with diligence and loyalty; to obey lawful instructions from their superiors, but if for any reason, the instruction strikes them as being beyond limits of recognized propriety, before carrying out the instruction, they may register their objection in writing. If it is not possible to reach an agreement with immediate supervisor then she or he may register the objection with a supervisor one step higher then he or his supervisor.
 - (6) In the execution of his or her duties, an employee shall exercise scrupulous impartiality and demonstrate professional objectivity.
 - (7) An employee is at all times personally accountable for his or her official actions. This accountability embraces all levels of responsibility.
 - (8) Discipline shall be strictly enforced and any indiscipline shall be dealt with in accordance with the provisions of the regulations dealing with offences and appropriate disciplinary measures.
 - (9) An employee shall seek prior approval from the immediate supervisor before he or she attends meetings, conferences, workshops, etc. organized by institutions other than BMCT, particularly those, which fall on normal working days.

- (10) An employee shall in the performance of his or her duties, neither seek nor accept instructions, either under due or undue influence from any authority external to BMCT.
- (11) Any employee who has a n y doubt about the propriety of undertaking any particular extra duties outside his or her official duties shall consult the immediate supervisor.
- (12) An employee shall not seek profit, financial or material gain or any form of gifts by making use either directly or indirectly of information acquired in the course of his duties.
- (13) An employee shall not receive in respect of service rendered in his official capacity any fee, gratuity or consideration whatsoever from any person or organization other than BMCT.
- (14) It is essential that neither BMCT nor its employees do anything that might be construed as compromising the BMCT's professional integrity or its relationship with its partners or beneficiaries.
- (15) If in the course of duty, an employee or BMCT operative is called upon to deal with any matter in which he or she has or may have personal interest; such interest shall be disclosed to the TA and the TA to TMB.
- (16) In the above event, the employee shall disqualify him or herself from taking part in decision making on matters in which he or she has personal interest.
- (17) All proprietary rights, including titles, copy rights and patent rights in any work produced by an employee as part of his official duties shall be vested in BMCT.
- (18) No employee shall directly or indirectly engage in a business activity that competes with BMCT's core business or conflict with BMCT's business interests, without express permission from the Trust Administrator and the Board.
- (19) No employee shall be allowed to undertake full time employment with another employer while still employed by the BMCT.
- (20) Employees shall refrain from representing BMCT to the press without prior permission and written approval of the Trust Administrator.

- (21) Employees shall not accept any inducements or gifts whether in cash or kind in order to provide a service to a client or influence a decision, a business or otherwise, even tips shall be declared at once to immediate supervisor.

3.2.1 Financial Embarrassment

It is the policy of BMCT to reasonably reward its employees for their services, professionalism, commitment and good conduct. As such an employee of BMCT shall not become financially embarrassed e.g. failure to pay bills. Employees of BMCT shall conduct themselves in a financially sound manner. Any employee who becomes financially embarrassed shall be liable to disciplinary action.

3.2.2 Guarantees, Sureties by Staff

No employee shall use the name of BMCT to stand surety or give security or obligations to any person in any transaction without first obtaining permission from the TMB.

3.2.3 Removal, Copying and Erasures of Records

- (a) An employee shall not, without permission from her or his supervisor remove any book or other records from the office or section to which they belong.
- (b) An employee shall not make erasures in any of the books, records or papers of BMCT without permission from her or his supervisor. Where such an erasure is permitted, the employee concerned shall initial all alterations made therein.
- (c) No employee is authorized to make copies of confidential documents except for official purposes and with proper authority. No copies of such documents shall be given to unauthorized persons.
- (d) A breach of this regulation by an employee shall render such an employee liable to disciplinary action.

3.2.4 Reporting Disloyalty and Fraud

It is the duty of every employee, knowing or reasonably suspecting disloyalty, fraud or error or any concealed practice against the interest of BMCT on the part of any person whatsoever to immediately give the information, which is known to him or her to the TA. Failure to report disloyalty or fraud shall be an offence liable to disciplinary action.

4.0 COMMUNICATIONS AND CONFIDENTIALITY

- (1) It is the policy of BMCT to make available to the public the necessary information for the conservation of the environment and matters incidental thereto.
- (2) All employees shall exercise caution and common sense with regard to confidentiality of information and documents that come into their possession in the course of their duty with BMCT e.g. personnel files, policies and meeting minutes.
- (3) Employees who have expert knowledge on particular subjects may give personal lectures, broadcasts and personal opinions. However, where the subject matter of a lecture or broadcast is related to the policies and operations of BMCT, prior authorization from the TA should be sought.
- (4) All official communication to outside institutions or individuals shall be done by the TA, except where TA expressly delegates in writing to those cases where the communication pertains to work directly related to the professional staff member's duties.
- (5) The regulations concerning communication to the public or press refers not only to formal or written communication but also includes verbal conversation, social media communication with representatives of the press or members of the public whether within BMCT or outside.
- (6) All official internal communications shall be in writing by means of memoranda.
- (7) Any breach of this part of the regulations by an employee shall render such an employee liable to disciplinary action.

4.1 Telephone Use

- (a) The employees of BMCT shall attend to any incoming telephone calls without necessarily waiting for the incumbent desk holder.
- (b) The employees of BMCT shall be courteous, audible on the telephone and shall assist the caller to the best of their ability.
- (c) In case of inability to respond to issues raised while receiving such calls, the caller shall be referred to another desk officer who is in a position to help them or take a message and deliver it to the right recipient.
- (d) All telephone lines (extension) are to be kept free for official calls.
- (e) Whenever possible, personal calls should be made only during lunch or work breaks.
- (f) Where it shall necessitate making or receiving a personal call during working hours, the employees shall keep the conversation as short as possible.
- (g) The BMCT employees shall not make personal long distance (international) calls on BMCT lines.
- (h) International calls shall be made by authorized persons and employees shall seek permission of their supervisor before making international calls on BMCT telephone lines.
- (i) Based on business need the organization shall provide airtime to various categories of employees within set limits.

4.2 Email and Internet Use

- (a) It is the policy of BMCT to avail employees with email and internet services for official use. Employees shall ensure that the facility is not misused.
- (b) Computer information systems and networks are an integral part of business of BMCT. The Trust Administrator or a designated BMCT officer shall periodically guide and advise on the use of the service.

5.0 SALARIES, ADVANCES AND GRATUITY PAY

5.1 Salaries

- (1) It is in the interest of BMCT to attract and retain high caliber staff by rewarding them with remuneration packages commensurate with their tasks, performance, professional skills and experience that are comparable with like responsibilities in the open job market.
- (2) A salary scale shall be established for each position at BMCT, and shall be indicated in each individual's "offer of employment" contract letter. The starting point on that scale shall be agreed in writing before the offer letter is accepted. The Board may review the salary scales to cater for changing circumstances in the job market.
- (3) Within budgetary provisions, increments within scale may be paid depending on the individuals' annual performance appraisal results. The increment for an employee shall be within the month that the appraisal process is completed. Good performance will normally be rewarded by a one-step increment on the scale. Less than acceptable performance may result in no increment being given, and under exceptional circumstances excellent performance may result in a greater increment or promotion being given subject to the approval of Management, HRC and or the Board depending on the rank of the employee.

5.2 Payment of Salaries

- (1) Salaries shall be paid by cheque or by Electronic Funds Transfer (EFT) directly into the employee's bank account on or before the 25th day of each month.
- (2) When an employee resigns or is dismissed while part of an advance is outstanding, the sum involved shall be reclaimed by BMCT from his or her terminal benefits/gratuity or final salary payment.
- (3) BMCT shall deduct from an employee's salary any monies due to government or BMCT by way of taxes, Social security funds (e.g. NSSF) as well as the cost of any loss or damage to funds or property attributable to the employee. All advances shall be deducted as per agreed repayment schedule between the employee and BMCT.

5.3 Advances

5.3.1 Short Term Salary Advances

Staff may get a salary advance not exceeding three quarters of their monthly net salary to settle emergency financial problems. All such salary advances shall be deducted, without exception, from the employee's salary at the end of the same month with in statutory limits of labour laws.

5.3.2 Long Term Salary Advances

An employee of BMCT may take up to a maximum of four months gross salary as long term staff advance provided the employees' terminal benefits cover the long term advance. The TA shall approve the legible advances for the rest of the staff, while the Board Chairperson shall approve the advance for the TA.

Note: All salary advances shall be payable/recoverable in the same financial year.

5.3.3 Car Loans

This shall be for 24 months and pegged on employee salary/contract with loan installment not exceeding 40% of the net salary, vehicles must be comprehensively insured, and log books/ cards be deposited with the TA for safe custody until the loan is fully recovered from the employee. The car loan shall not exceed outstanding employees' gratuity benefits.

5.4 Gratuity Pay

- (1) Each employee shall earn an annual gratuity pay amounting to one month's employee salary. This shall be calculated based on individual staff exit gross salary which is payable upon termination (separation) of employment with BMCT, unless dismissed due to gross misconduct or criminal indiscipline. (Appendix III: Schedule of Disciplinary measures).
- (2) Staff who separate with BMCT at the end of their contracts or retire from BMCT employment shall be entitled to transportation to their respective homes as indicated on their personal file.
- (3) Staff who are retrenched in the interest of BMCT shall be entitled to transport to their home as was first indicated at the date of first employment. The rate for this transport shall be determined by the TMB from time to time.
- (4) Any staff dismissed due to criminal indiscipline or gross misconduct shall lose the terminal benefits.

6.0 ALLOWANCES AND STAFF BENEFITS

It is the policy of BMCT that Board members and employees shall neither gain nor lose on expenses incurred when engaged on official businesses of BMCT. Allowances shall be paid in accordance with the attached Schedule as appendix XI as shall be revised from time to time by the Board on recommendation of HRC.

6.1 Subsistence Allowance

A subsistence allowance shall be paid to cover costs, such as hotel accommodation, meals and incidentals in accordance with established and approved BMCT rates. The allowance rates for the different levels of employees are stated in the attached schedule for allowances.

6.2 Day Safari Allowance

A day safari allowance shall be paid as stated in the schedule attached. This shall be determined from time to time and shall be paid for staff absence from duty station of more than 6 hours from the location of the office where the individual is not able to have access to his/her normal place of lunch.

6.3 Transport Refund

BMCT shall make public travel costs refunds incurred in the execution of its duties to staff. In paying for travel refunds, good practice shall be followed i.e. travel by the shortest and most direct route. Refunds shall be based on generally acceptable public transport fares.

6.4 Private Vehicle Use for Official Work

Where TMB, staff or any other person is engaged to do BMCT work and is authorized to use a private vehicle, BMCT shall pay the prevailing mileage rates as approved by the Board. Refer to the attached schedule

6.5 Travels Outside Uganda

Where a BMCT staff or Board member or any designated official travels outside Uganda on official work, she or he shall be provided with a per diem at the prevailing government rates for an equivalent/comparable level/position of a government official.

When staff of BMCT travels on duty to cold climate countries, he or she may be paid warm clothing allowance that shall be determined by the TMB from time to time. This allowance shall only be given to a particular staff once every two years.

6.6 Transport on First Appointment.

New employees to BMCT shall be provided with transport for their personal effects and a settling in allowance equivalent to ten (10) days night allowance, at a rate determined by the TMB.

6.7 Burial Arrangements:

- (a) Where death occurs of TMB member, an employee or an immediate member of the family (for this purpose immediate family shall only refer to a spouse, a child and biological parents), BMCT shall arrange for the transportation of the body and burial expenses at the prevailing rate determined by the TMB.
- (b) In case of a deceased employee, BMCT shall also be responsible to transport the surviving spouse, children and personal effects to his or her home or to such a place as the next of kin or close relatives shall advise.

6.8 Medical Costs/ Insurance

BMCT shall provide medical insurance to their staff, spouse and two children. Where BMCT staffs are interested in obtaining medical insurance for other immediate family members, they shall pay the extra premiums required.

7.0 USE OF BMCT ASSETS

- (1) All employees must take utmost care and economy in utilizing BMCT property entrusted to them. All defective or in-adequate equipment for any assignment must be reported to the responsible supervisor and ultimately to the Trust Administrator.
- (2) No employees shall remove any movable property of BMCT from its appropriate place/position without prior permission from a responsible officer. No employees shall use any movable or real property of BMCT to his or her personal advantage or gain without prior permission from the Trust Administrator or his or her designate person acting in his or her capacity.
- (3) Management shall have a right to check any employee or any property in his or her possession in case of any suspicion to ascertain if such an employee is not in illegal possession of property belonging to BMCT.
- (4) Upon termination of employment for any reason, all items of any kind created or used pursuant to the employee's service or furnished by the employer including but not limited to computers, reports, files, diskettes, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of the employer at all times, and shall be surrendered to the Trust Administrator or his or her designate, in good condition, promptly and without being requested to do so.

7.1 Use of BMCT Vehicles

BMCT vehicles, like any other BMCT property are important assets that should not be misused or mishandled. Vehicle movements shall be controlled by the use of vehicle mileage logbooks, monitored by the TA. Employees who have access to the vehicles shall clearly indicate mileage in vehicle logbooks. BMCT vehicles shall only be used for official BMCT work.

7.1.1 Requisition for a Vehicle

All employees shall be entitled to the use of vehicles of BMCT under the following circumstances:

- (1) While on duty the requisition for operational advances shall indicate the need of the vehicle and shall clearly state the purpose, duration and destination and shall be authenticated by the relevant supervisor.

- (2) Where the employee requires the vehicle for the purpose of burial of a family member, approval shall be obtained from the TA.
- (3) Staff shall in exceptional and justifiable circumstances be eligible for private use of a vehicle subject to this Manual. Authorization shall only be given if the vehicle is not required for official use. The authorized staff shall provide the fuel for the private use. Where the staff uses a BMCT driver, he or she shall cater for the driver's upkeep of vehicles.
- (4) The TA shall authorize the vehicle use for the TAU staff while the Chairman TMB shall authorize the use by the TA.
- (5) If during private use of vehicles, any damage occurs which is clearly the fault of the person using the vehicle, then that person shall be responsible for the part of the cost of the repairs of the vehicle that is not paid for by the insurance.
- (6) Staff permitted to use vehicles outside working hours shall prove that they have adequate security at their residence/parking place for the vehicle.

7.1.2 Driving BMCT Vehicle

- (1) Driving of BMCT vehicles shall be in accordance with traffic and road safety laws. Penalty for breach of traffic and road safety laws by persons driving BMCT vehicles shall be borne by the individuals concerned.
- (2) All drivers of BMCT vehicles must fill all the details in the log books as provided in each vehicle. The TA or his designate shall issue fuel coupons and authorize any repair or spare part replacement of any vehicle.

7.2 Safety and Security

All employees shall take the utmost care at all times, to ensure safe use and security of all BMCT property to avoid potential loss or theft. All staff shall be insured against accidents while on duty under Group Personal accident cover according to the laws of Uganda.

7.3 Use of BMCT Other Facilities

Personal use of BMCT telephone, fax, photocopiers or other equipment shall be approved in advance by the TA and paid in full when bills are obtained or at a rate agreed by the TA when bills are unobtainable.

8.0 LEAVE

8.1 Annual Leave

- (1) All employees of BMCT should take annual leave with the objectives of diversion, recreation, relaxation and recuperation, with a view to increasing efficiency, output and enthusiasm on the job.
- (2) The annual leave entitlement for all staff is 22 working days i.e. excluding Saturdays, Sundays and public holidays. This entitlement is accrued on a month-by-month basis of 1.83 days per month worked throughout the year.
- (3) The annual leave year shall be taken in the calendar year (from 1st January to 31st December). Leave shall not be carried forward into subsequent years except in the most exceptional circumstances and shall be authorised by TA.
- (4) Each employee shall furnish the TAU with his or her tentative annual leave plans by the end of January for planning purposes and drawing up a leave roaster.
- (5) The employee shall take his or her annual leave with reasonable regard to the requirements of the organization and should provide the TAU with at least 7 days' notice (unless an emergency situation has arisen). A leave application form shall be filled by the employee, authorized by the immediate supervisor and approved by the TA.
- (6) Prior to departure on approval of annual leave, an employee shall furnish the TAU with the address to which any communication may be addressed during the leave period. Any change of address during leave must also be communicated.
- (7) An employee proceeding on leave for more than 14 days shall furnish his immediate supervisor with a hand-over report before departure.
- (8) The TA shall keep complete and up-to-date leave records on each employee and make the same available for audit purposes.

- (9) An employee who fails to report for duty on the due date at the expiry of his or her leave shall be deemed to be absent from duty without permission unless sickness has been reported. In case of sickness, the sick leave section of this manual shall apply.
- (10) When the contract ends before earned leave has been taken, the value of the earned leave shall be added to the final terminal benefit payment, unless by mutual agreement all or part of the earned leave is deducted from the required period of notice. If, at the date of leaving BMCT employment the employee has taken more leave than she or he has accrued then BMCT may recover from the employee's salary days in lieu of the excess leave taken.
- (11) In exceptional circumstances the TA reserves the right to request the employee to return from leave to serve the interest of BMCT. Where one is recalled, BMCT shall meet his or her travel expenses for returning to the duty station and the untaken leave shall be taken later or paid for in lieu.
- (12) No leave shall be taken during the 'probationary' period and no payment in lieu of leave accrued shall be made if the employee leaves or is dismissed from BMCT employment during the probationary period.
- (13) Compensatory leave shall be given to staff who due to need of BMCT shall work on a public holiday or weekend. Such leave shall be taken within thirty days of working on the holidays or weekends.
- (14) The authority to approve leave shall be vested in the TA and Chairman of TMB for TA's leave.

8.2 Sick Leave

- (1) The employee shall notify the TA on the first day of absence by 10.00 am if he or she cannot report for work due to illness.
- (2) The employee shall provide a doctor's certificate if he or she is absent for more than three working days due to sickness.

- (3) If the employee fails to notify the TA of his or her absence or fails to supply a doctor's certificate, the period of his or her absence shall be treated as unauthorized absence and shall be deducted from his or her salary.
- (4) Sick leave shall not exceed 26 working days per year. In case of prolonged sickness, a confirmed employee shall get three months full pay, another two months half pay and there after no pay but the position shall be retained for another two months. Should the employee not recover and be fit to work again, thereafter, his or her services shall be terminated on medical grounds and the position shall be advertised and filled with another person.
- (5) If the employee is unable to work by reason of any self-inflicted illness such as drunkenness, public fighting or brawls, etc., the employee shall not be entitled to any pay.
- (6) If periods of absence due to sickness are, in the opinion of the TA, lengthy and/or frequent, the employee may be referred to a doctor nominated or approved by BMCT for examination. If, in the doctor's opinion, the employee is unfit to continue with work in the near future, the employee shall be handled as in 10.2.4 above. If, in the doctor's opinion, the employee is fit to work again, he or she shall not use his past history of sickness to claim more sick leave. If he or she does and is proved otherwise by a designated doctor, his or her periods of absence may be treated as misconduct and he or she shall be disciplined in accordance with the disciplinary procedures.

8.3 Compassionate Leave

Employees shall be excused from work for compassionate reasons and the TA shall grant compassionate leave in such circumstances. Staff shall be allowed a maximum of 10 days paid compassionate leave in any one leave year. Additional paid compassionate leave may only be taken at the discretion of the TA. For clarity compassionate leave shall cover only the death of the following relatives: spouse, parent, child, brother or sister, son/daughter in -law, parents in -law, grand children, aunties and uncles from immediate family. In other cases the employee shall proceed on unpaid compassionate leave or the days shall be deducted from employee's annual leave.

8.4 Maternity Leave

- (1) The employee shall give a minimum of 4 weeks' notice to the TA if she intends to take maternity leave and must at the same time provide the TA with a certificate of the Expected Date of Confinement (EDC) from a doctor or certified midwife.
- (2) Employees are entitled to Sixty (60) working days maternity leave, which shall commence at least two weeks before the EDC. The employee shall receive full pay for this period during maternity leave. If after maternity leave the employee is not well enough to return to work, she may take sick leave on the recommendation of a doctor or certified mid-wife and/ or part of annual leave at the discretion of the TA.
- (3) In the event of deterioration in an employee's performance generally attributed to advanced pregnancy before the stipulated period and after obtaining a medical officer's advice, the TA may approve that the employee proceed for maternity leave.

8.5 Paternity Leave

- (1) The employee must give a minimum of 4 weeks' notice to the TA if the employee intends to take paternity leave.
- (2) The employee shall be allowed to proceed on paternity leave when his spouse (registered in the bio data for employment form) is about to deliver or soon after delivery.
- (3) The employee shall be entitled to five (5) working days paternity leave, on full pay, per delivery by his registered wife.

8.6 Unpaid Leave

Unpaid leave may be granted for personal reasons like attending to the sick. Unpaid leave shall only be granted with the approval of the TA who shall at the time decide whether this necessitates deferment of the incremental date.

8.7 Study Leave

The TA may authorize study leave with or without pay to an employee for reasons of further training subject to this manual. Privately sponsored and self-sought sponsorships may be granted leave without pay for a period not exceeding a cumulative period of three months in a given year, beyond this period the job shall be forfeited.

9.0 TRAINING

9.1 Training Objectives

- (1) The goal of training an employee is to enhance his or her technical knowledge and managerial skills with a view to increasing productivity of the employee and efficiency of the TAU/BMCT.
- (2) The training shall be for improving employees' efficiency, professional competence and technical skills in the jobs to be performed.

9.2 Training Policy

- (1) The primary responsibility for assessing training needs of an employee is the individual's direct supervisor and the TA during annual performance appraisal and other continuous performance related dialogues. While approving training, BMCT shall ensure that:
 - (a) The training is in the best interest of BMCT
 - (b) The employee benefiting from the training requires the type of training to become more efficient and to improve his or her own capabilities for the purpose of serving BMCT's interest.
- (2) Employees who secure their own sponsorship and the courses offered are relevant to their duties and within the interest of BMCT shall be encouraged to take advantage of such scholarships. The employees shall obtain approval from the TA and TMB for top management before taking up such scholarships on leave without pay. However, acceptance of study scholarships that require the employee to be absent for more than 30 paid working days shall require approval of the TA or TMB for the case of TA.

9.3 Classification of Training

- (1) Induction training, this is intended to familiarize the new employees with the following:
 - (a) Awareness and understanding of the vision, mission, and objectives of the BMCT in respect to their employment.
 - (b) The role of BMCT and its relationship with other organizations and agencies.

- (c) The policies, rules and regulations governing the operations of BMCT and its employees.
- (d) The duties and responsibilities of the employees.
- (e) Accounting, financial regulations and management reporting requirements and procedures.
- (2) Skills Training: - This is a continuous process available to all categories of employees. BMCT shall make use of the more senior and experienced staff in specialized fields as well as outside technical advisors available from time to time in carrying out this type of training.
- (3) Seminars and workshops: - This includes study tours, trade fares and workshops that are for a specific purpose and are generally of short duration of not more than fourteen days.
- (4) Short-term courses: - These are usually designed as short post experience courses in specialized fields, usually held for a period of not more than one (1) month.

9.4 Training after Training Needs

For training courses approved by BMCT as a result of Training Needs Analysis, for a period not exceeding 12 months, an employee may be granted leave with half pay for the one year. In such cases the employee shall be bonded before proceeding for the training. The bonding shall start at the end of the course and remain in force for a period of three years.

9.5 Training Costs and Allowance

- (1) Where BMCT directly sponsors an employee it shall meet all costs relating to the training.
- (2) Where an employee is offered a full scholarship, BMCT may only consider meeting transit visa expenses where necessary if not covered by the sponsor.
- (3) Where an employee is partly sponsored, BMCT may meet those expenses not covered by the sponsorship.
- (4) Where an employee is sponsored for a course or seminar and the out-of-pocket expenses are not covered by the sponsors, BMCT may pay the employee an allowance to cover out-of-pocket expenses in accordance with the course recommended rates.

9.6 Training Reports

Upon completion of any training, the employee shall submit a report on the training undertaken, highlighting course content, benefits achieved and a course evaluation.

10.0 HANDING OVER AND TAKING OVER

The efficiency and continuity of BMCT demands that when an employee is going on leave, study leave he or she hands over his or her duties to another employee. The procedure should be systematic, orderly, documented and witnessed by the supervisor of the employees in question.

10.1 Procedures for Handing Over

- (1) Adequate handing over notes listing important matters shall be written by the outgoing employee and shall be signed by his or her self. A check list of such matters shall include: -
 - (a) Major policy issues with which the employee is concerned.
 - (b) Matters of current concerns, which have not been completed.
 - (c) Notes on any regular engagements in which the incoming employee shall be concerned. These may vary from regular committee meetings, to meeting deadlines for specific tasks.
 - (d) List of any documents, assets, or keys which have to be handed over and signed for, and where cash is involved there shall be cash count and vouchers agreed with the cash book. The result of the cash count shall be recorded and signed for by the outgoing and taking over staff.
- (2) All liabilities shall be fully discharged by the employee who created the liability Instances that require an employee to hand over his or her duties shall be :-
 - (a) When an employee is proceeding on any type of leave exceeding 14 days;
 - (b) On resignation from the TAU
 - (c) On retirement
 - (d) On suspension
 - (e) On interdiction
 - (f) On dismissal
 - (g) When requested to do so by the TA in the event that duties or responsibilities have to be transferred from one person to another.

11.0 CONTRACT RENEWAL AND TERMINATION

All staff whose contracts are expiring shall be appraised at least three months before expiry of their contracts

11.1 Termination

- (1) A minimum of three months for all staff or payment of equivalent in lieu of notice is required from either party in order to terminate employment with BMCT except:

If the employee is dismissed as given in the schedule of disciplinary measures given in this policy, in which case no notice or payment of in lieu of notice shall be given, or If the employee is terminated during the probationary period in which case one week notice is required from either party.

- (2) If the employee's employment with BMCT is for a short term, one month's notice stating intention to terminate the contract should be given to the employee or the employee to BMCT before the expiry of the contract.
- (3) An employee shall be required to continue carrying out his or her duties until the end of notice period.
- (4) Resignation shall not be accepted if disciplinary proceedings are pending against an employee that might lead to his or her dismissal.
- (5) An employee ceasing to be in BMCT services on dismissal shall not be accorded rights and privileges attached to his or her appointment including gratuity.
- (6) An employee who has been dismissed shall not be re-employed by BMCT.
- (7) Any keys, vehicles or other property of BMCT including employee's identity card in the employee's possession shall be surrendered to the BMCT on termination of the employee's employment.
- (8) In the event of death of an employee, the employees' immediate supervisor shall ensure that all assets and properties of the BMCT are secured.

- (9) Retirement age for all BMCT staff shall be 60 years. BMCT however may in exceptional circumstances where replacement is not immediately possible, opt to retain the services of an employee for a further contracted period on Board's approval.
- (10) An employee approaching retirement age shall be notified by the administration of his or her retirement age 3 months in advance.
- (11) Where an employee has retired, BMCT shall provide transport or pay cash in lieu of transport to take the employee, his belongings and his family to their registered home of origin.

11.2 Terminal Payments

- (1) Terminal payment shall normally be made to employees unless dismissed under one of the offenses given in the schedule of disciplinary measures (Appendix III)
- (2) Where terminal benefit payment is due, the rate shall be one month's current salary for each complete year worked, plus a twelfth of one month's salary for each month of a part year worked.
- (3) No compensation shall be paid to an employee whose employment is terminated while on probation.
- (4) The employer shall deduct any outstanding debts to BMCT from the final terminal payment, and shall value any excess leave and any items of BMCT property lost, damaged or unaccounted for.
- (5) In the case of death of an employee while still in employment, terminal entitlement shall be made to the nominated next of kin or the Administrator General in case the named next of kin is below the age of 18 years.
- (6) Two copies of the standard BMCT end of service forms shall be completed for all employees on termination of employment. Namely;
 - Certificate of service i.e. recommendation (Appendix IX)
 - Certificate of financial situation i.e. finance and equipment/property clearance certificate(Appendix VIII)

12.0 STAFF COMPLAINTS AND GRIEVANCES PROCEDURE

- (1) There will be a disciplinary committee made up of different levels of staff including the supervisor of the employee in question, the TA, and the Human Resource Committee.
- (2) It is the policy of BMCT that grievances, complaints and any other related matters be settled amicably to enable sustenance of teamwork and co-operation.
- (3) Any employee with a complaint that has not been amicably solved with his or her fellow employee may direct such a complaint to his or her own immediate supervisor either verbally or in writing. If the complaint is against his supervisor he or she shall appeal to their superior supervisor.
- (4) Where an employee is not satisfied that his or her complaint has been properly handled by the immediate supervisor, the concerned employee may refer the matter to the HRC.
- (5) Circulation of complaints and grievances to authorities outside the BMCT or to the media and press without approval of the TA is contrary to BMCT policy and is prohibited.

13.0 DISCIPLINARY PROCEDURES AND MEASURES

Unless otherwise determined by the TMB, disciplinary action in BMCT shall be guided by appendix iii: schedule of disciplinary measures.

13.1 Discipline

- (1) Discipline at BMCT shall be progressive, depending on the nature of the problem. Its purpose is to identify unsatisfactory performance and / or unacceptable behaviour. The stages may be:
 - (a) Verbal reprimand
 - (b) Written reprimand
 - (c) Interdiction
 - (d) Dismissal
- (2) Some circumstances may be serious enough that all the steps are not used. Some examples of these types of situations are theft, assault or wilful neglect of duty. In all cases, documentation should be included in the employees personnel file.
- (3) It is the policy of BMCT to maintain high standards of good image and relations within and outside the organisation.
- (4) Disciplinary measures may be instituted against an employee who tarnishes the good image of BMCT or who violates these regulations.
- (5) In all disciplinary cases of whatever description, the rules of natural justice shall apply.
- (6) No employee shall be subjected to any disciplinary measure without first being informed in writing of what he or she has violated and being given an opportunity to be heard by the relevant disciplinary authority ie Supervisors or TA or HRC.

13.2 Interdiction

- (1) Where an employee has been charged with a criminal offence and criminal proceedings against him or her are pending in a court of law or are about to be instituted against him or her, or he or she is under investigation by BMCT, management shall, having regard to the nature of the offence and BMCT's interest, interdict such an employee. Interdiction may also occur where charges or proceedings are pending against an employee in a professional body where grievous professional misconduct is the reported issue.
- (2) Where an immediate supervisor considers that upholding the BMCT's interest necessitates an employee to be interdicted, he or she shall immediately inform the TA/HRC as the case may be who shall consider and decide whether or not to interdict.
- (3) An employee who is interdicted shall forthwith cease to perform the functions of his or her office and shall hand-over all official material, which may have come into his or her possession by virtue of his or her office to the immediate supervisor or the TA.
- (4) Every case of interdiction shall be reviewed every three months by management for support staff or the Board for middle and top level managers.
- (5) An employee who has been interdicted shall receive only half of his or her entitled salary per month but shall enjoy other benefits like medical cover.
- (6) Where an employee who has been interdicted from his or her duties is acquitted by a court of law, or by a professional body, management shall as soon as possible re-instate the employee. Where an employee who has been interdicted is re-instated, he or she shall be paid in arrears the portion of his or her salary withheld during interdiction.
- (7) Nothing in this regulation shall stop management from ordering the dismissal of an employee who has been interdicted notwithstanding the fact that he has been discharged by a court of law, if the continued employment of such an officer would prejudice or compromise BMCT.

- (8) If criminal proceedings are instituted against an employee, no disciplinary action, other than interdiction, shall be taken against such an employee upon any of the grounds constituting the criminal charges until the proceedings are completed.
- (9) An employee who is dismissed from the services of BMCT as a result of criminal conviction shall neither be given notice nor pay in lieu of notice, nor shall he or she be entitled to any leave, transport or any privilege whatsoever which might have been bestowed unto him or her had he or she continued in service of BMCT.

13.3 Grievances Procedures

- (1) In all disciplinary proceedings, the following procedure shall apply:

An employee or member of the public complaining about an action or omission of an employee of BMCT shall do so in writing, specifying the:

 - i. Action or omission which is the subject of the complaint;
 - ii. Circumstances and date of commission or omission;
 - iii. Where possible, rules being contravened;
 - iv. Any other matter that can assist in the understanding of the complaint; and
 - v. A fair assessment of the disciplinary action to be taken.
- (2) Disciplinary measures BMCT may employ depending on the gravity of the offence are listed in Appendix III and explained hereunder.

13.3.1 Verbal Warning

Verbal warnings may be given in cases of isolated minor offences.

13.3.2 Written Warning

This may be given to offenders who have been verbally warned and repeated offences or in cases of severe offences not warranting immediate disciplinary action

- (a) Where an immediate supervisor has established that an employee has committed a disciplinary offence, the supervisor shall issue to the offender, a warning letter, copied to the employee's personal file and the TA.

- (b) An employee who has been served with a warning letter shall be required to respond to the warning letter in writing within five working days.
- (c) When an employee commits the same or similar offence for a second time the immediate supervisor shall issue a second warning letter and shall recommend disciplinary action.

13.3.3 Deduction From Salary

As recommendation from the disciplinary committee, the TA shall approve a deduction of a fixed amount of money from an employee's salary for a specified period (e.g. in cases where an employee may be ordered to reimburse BMCT with the cost or part of the cost of lost or damaged property).

13.3.4 Interdiction

On advice of the TA, TMB may send an employee on suspension with half pay for a specified period as it may deem necessary.

13.3.5 Dismissal

Cases of gross misconduct shall cause dismissal subject to disciplinary procedures established by the TMB.

APPENDIX I: EMPLOYMENT ACCEPTANCE LETTER

Date:
Chairperson of the Board,
Bwindi Mgahinga Conservation Trust,
Kampala, Uganda

Dear Sir,

**ACCEPTANCE OF EMPLOYMENT WITH BWINDI MGAHINGA
CONSERVATION TRUST**

I have received the formal job offer letter from BMCT which I have read carefully and understood.

By signing this formal acceptance letter, I hereby accept to take on the offer of (Position)..... on terms and conditions stated in the letter of appointment.

I have retained one copy of this letter and the signed contract and availed the other copies to management.

Yours Sincerely

Signature:

Name:

APPENDIX II: ACKNOWLEDGEMENT OF TERMS, AND CONDITIONS OF SERVICE

The contents of BMCT, Regulations Terms and conditions of Service are intended as a set of guidelines. BMCT reserves the right to change policy, rules, benefits and procedures at any time.

Ias an employee of BMCT acknowledge and confirm that I have received a copy of the HR Manual read and understood the Regulations, Terms and Conditions of Service and agree to abide by them.

Signed.....

Date.....

Confirmation of receipt by The Trust Administrator

Signed.....

Name.....

Date.....

(To be filed on personal file)

APPENDIX III: SCHEDULE OF DISCIPLINARY MEASURES

Minor Offences	Disciplinary Measure
(1) Absenteeism without permission but with reasonable cause (i) 1 day (ii) 3 days (iii) More than 3 days	Verbal Warning Written warning Deduct days of absence from annual leave
(2) Action or omission that is prejudicial to the proper performance of duties of TAU whether within or outside Uganda	1 st instance, written warning 2 nd instance, suspension for 30 days on half pay 3 rd instance, service terminated
(3) Improper and indecent attire	1 st instance, send home to change 2 nd instance, written warning 3 rd instance written warning 4 th instance suspension for 15 days on half pay.
(4) Late arrival for work	1 st instance, verbal warning 2 nd instance, written warning 3 rd instance, deduct hours of late coming 4 th instance, suspension for 15 days without pay 5 th Instance, contract termination
Serious Offences	Disciplinary Measure
(1) Absenteeism without permission or reasonable cause more than one week	Suspension for 15 days without pay
(2) Causing damage, loss or breakage to BMCT property or money by default, omission or negligence.	Surcharge to make good damage or recover the loss/property thereof as management may deem fit with regard to the circumstances. Failure of which leads to termination of employment

<p>(3) Refusing or neglecting to carry out instructions from a senior officer</p>	<p>Two written warnings in course of services. Termination after the third warning. Warning letters to be put on personal file with a lifespan of twelve months. If no similar offence is committed they are rendered null and void and may be removed or cancelled.</p>
<p>(3) Using objectionable, abusive, insulting language or guilty of insulting behavior to any person in the course of discharging duties</p>	<p>1st instance, written warning 2nd instance, suspension for 30 days on half pay 3rd instance, service termination without benefits.</p>
<p>(4) Assaulting a member of staff or public either in or outside TAU while on duty</p>	<p>1st instance. Suspension for 30 days on half pay 2nd instance, dismissal</p>
<p>(5) Holding another full time employment without written permission from the TA/TMB</p>	<p>1st instance, written warning 2nd instance, suspension for 30 days at half pay 3rd instance, dismissal</p>
<p>(6) Bad driving and proven Drunk Driving when using the BMCT vehicles</p>	<p>Will be subject to any of the following;</p> <ul style="list-style-type: none"> • Suspension • Service Terminated • Dismissal <p>This will be at the discretion of the TAU/TMB</p>
<p>Sexual harassment of employee or member of the public</p>	
<p>Grave Offences</p>	<p>Disciplinary Measure</p>
<p>(1) Conviction in a court of law of any criminal offences under the penal code (e.g. theft, violence, assault, etc).</p>	<p>Summary dismissal (i.e. without warning and without any terminal benefits)</p>

(2) Gross misconduct or negligence calculated to injure BMCT	Dismissal
(3) Proven soliciting and /or accepting for services rendered in an official capacity, gifts, commissions or considerations whatsoever from any person (i.e. Corruption)	Dismissal
(4) (i) Proven failure to account for money or other property collected on behalf of BMCT or advanced by B MCT (ii) Fraud, forgery, dishonesty, and/or misappropriation of BMCT property or money.	Dismissal
(5) Removal, alteration or mutilation of BMCT documents	Dismissal
(6) Intoxication rendering the employee unfit for proper performance of duties at the work place.	Termination of service
(7) Using one's position in BMCT for personal gain or advancement of own interest to BMCT detriment	Termination of service

APPENDIX IV: BMCT PRIVATE USE OF VEHICLE REQUISITION FORM

(To be filled in triplicate)

Name of staff..... Designation.....

Dates in the last three months, which you applied for private use of vehicle:

- 1
- 2
- 3
- 4

Reasons for current application

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

Destination and approximate distance in KMs.....
.....

Dates for which vehicle is required: From
to.....

Signature.....

Date.....

5. For Official Use Only

Vehicle Registration No.....

Are expenses for previous private use settled? Yes/No

Date of payment.....Amount.....

Permission approved/ not approved and reason

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

Signature.....Date.....

Vehicle to be used registration no.....

Kilometer reading at start of journey.....

Verified by.....Title.....

Kilometer on Return..... Verified by Title.....

Km traveled.....Date.....

Fuel top up(lts) Cost..... Amount Shs.....

Signature

APPENDIX V: STAFF APPRAISAL FORM

BMCT

Performance Evaluation General

Name: _____ Title _____ Grade: _____

Dept: _____ Period Covered: From _____ To: _____

Scoring: _____

Outstanding	5
Very good	4
Good	3
Fairly good	2
Fair	1
Poor	0

**Section 1: Planned Activity during the period of review/Assessment
(Inline with set goals and objectives)**

Key activities/ objectives set for accomplish with respective weights):	Accomplished	Not Accomplished	If Not Why?	Self Assessment	Supervisor Assessment	Weighted Score
1.						
2.						
3.						

Total out of 50

Section 2: Behavioral Assessment

	1	2	3	4	5
A. Customer Care (All employees get in contact with inside and outside people as they go about their day-to-day performance of their duties.					
1. Understand customers' need and concerns					
2. Responds promptly and effectively to customer need					
B. Drive for Results					
1. Sets and achieves high standards of performance					
2. Commits to organization goals and objectives					
C. Team Work:					
1. Collaborates and acknowledges others' contributions in own section					
2. Works effectively with others of different grades and seeks help and guidance as needed					
D. Learning and Knowledge Sharing					
1. Open to new ideas					
2. Applies knowledge in daily work and builds partnerships in knowledge sharing					
E. Inspiring Trust					
1. Conflict resolution					
2. Integrity					
3. Team work					
4. Communication					
TOTAL _____ out of 50					

Grand Total _____ Out of 100

Key	
Interpretation	Overall Scores
Outstanding	90-100
Very Good	75-90
Good	56-74
Fair	36-55
Poor	00-35

Supervisor’s recommendation based on the Performance mark

**Section 3: Objectives for the next performance period
 (In line with the job description and Personal growth)**

Set objectives/ Activities	Weight Attached(Total out of 50)
1.	
2.	
3.	

Overall Comments by Supervisor

Specify examples of a) noteworthy contribution; b) areas in need of improvement

Employee’s Comments (Optional)

Specify examples of a) noteworthy contribution b) areas in need of improvement

TA's Comments

Specify examples of a) noteworthy contribution b) areas in need of improvement

Chairperson HRC's Comments

Specify examples of a) noteworthy contribution b) areas in need of improvement

Signatures		
..... Name & Title of supervisor Supervisor's signature Date
..... Staff Member's Signature	 Date
..... Name of Trust Administrator Trust Administrator's Signature Date
..... Name of Chairperson HRC Chairperson HRC's Signature Date

APPENDIX VI: EMPLOYMENT CONTRACT

This contract is made at.....this day of.....

Between Bwindi Mgahinga Conservation Trust (herein referred to as 'BMCT') of P.O. Box 1064, Kabale of one part, and Dr/Mr/Mrs/Ms.....of P.O. Box (Herein referred to as "the employee") of the other part.

Whereas BMCT is desirous of procuring the services of the employee and Whereas the employee has agreed to offer his or her services to BMCT for the position below mentioned.

NOW THIS CONTRACT WITNESSES AS FOLLOWS:

1. Designation and conditions of assignment
 - (a) BMCT shall engage the services of the employee aswithin the BMCT salary scale of
 - (b) The employee shall report to.....
 - (c) The job description here to attached shall form an integral part of the contract
 - (d) The employee shall carry out such other duties that are incidental to the above and exercise other functions and responsibilities as shall from time to time be assigned to him or her.
 - (e) The employee shall during the continuance of this contract devote all his or her energies during business hours to BMCT and shall act with loyalty and faithfulness to BMCT.
 - (f) The employee shall conform to such hours of work and other terms and conditions as contained in the Regulations and the Terms, and Conditions of Service of BMCT contained in the Human Resource Manual which in whole forms part of this contract.
 - (g) The employee's work station shall be..... but by nature of BMCT work may spend some time in the operational areas of BMCT.
 - (h) The employee shall not, except as authorized by the TMB or the TA reveal or disclose to any person any secrets or confidential operations, processes, dealings or affairs of BMCT which shall come to his or her knowledge during the course of his or her employment.

2. **Duration:**

This contract is for duration ofmonths/years subject to three (3) months of probation or for a determined period of time. Renewal of this contract is at the discretion of the TMB/TA who shall be guided by the employee’s performance appraisals of the previous years and the needs of the job.

3. **Remuneration and other benefits:**

The employee shall receive a starting consolidated taxable monthly salary of Uganda shillings..... which is step.....of the position ofon BMCT scales rising to Uganda shillings.....

- (a) Gratuity: The employee shall be entitled to a gratuity of an extra month’s salary for every twelve months served or part of the year served according to the human resources manual provisions on the subject.
- (b) The employee shall receive other benefits as may from time to time be determined by the TMB.

It is further agreed as follows:

- (a) Either the employer or the employee may terminate this employment at any time by giving written notice of three months to either party or by payment in lieu of notice thereof.
- (b) Upon termination of this contract for whatever reason the employee shall hand over to the TA or TMB all properties, documents and identification card.

In witness whereof this contract is signed by the employee and the Trust Administrator /Chairman TMB of BMCT.

Signed for and on behalf of BMCT	Signed by the employee
Name in full.....	Name in full.....
Signature.....	Signature.....

Trust Administrator/Chairman TMB Employee BMCT

In the presence of:

Name in full.....
 Occupation.....
 Address.....
 Signature.....

APPENDIX VII: JOB SPECIFICATIONS

A. JOB TITLE: TRUST ADMINISTRATOR

Reporting: The TMB

Supervising: Finance and Administration and Programme Managers

This post of a Trust Administrator is an important and challenging position, with international, national as well as local dimensions. It calls for an experienced, visionary and dynamic person of high integrity.

Primary responsibilities

- i. Offer overall management and technical leadership in the BMCT programme, in order to perform its mission and strategic objectives
- ii. Build a positive image and portray a good public image of the organization
- iii. Contribute to the Trust Management Board policy formulation and the implementation of Board's decisions
- iv. Develop a fundraising plan, prepare fundraising proposals and undertake fundraising activities
- v. Expose BMCT to international and local donors and promote close collaboration with them
- vi. Develop and maintain links with conservation and development organizations both nationally and internationally
- vii. Work with research institutions to prepare and monitor research in and around the parks
- viii. Work with the Government, NGOs, and stakeholder communities to support development activities in and around the National Parks
- ix. Ensure reviews and implementation of the ten year strategic plans. Develop work plans, budgets and strategies to implement strict controls and management of the approved budgets
- x. Ensure that the Board is fully informed about the management and performance of the Trust Endowment Fund

- xi. Ensure proper use of BMCT assets and preparations of periodic reports
- xii Responsible as the Accounting Officer of BMCT to the Board Chairman and Board members, ensure proper financial stewardship, including meeting financial targets and obligations and having overall responsibility for the system of internal controls
- xiii He or she ensures effective implementation of Board decisions in accordance with BMCT policies and service delivery values , enforces authority and accountability of Organisation's operations and staff performance
- xiv He or she assists the Board Chairman to implement requirements of corporate governance and ensures that all Board members and employees are notified of and understand the standing orders and financial Instructions and Regulations
- xv The Trust Administrator employs and oversees the activities of staff, Consultants and serves as the Secretary to the LCSC and the TMB.
- xvi Tracks the financial performance of the Fund Consulting Manager (overseas) and makes regular presentations to the TMB and the LCSC on financial performance.
- xvii Performs any other duties and responsibilities as delegated by the Board

Qualifications

At least masters degree in relevant field; biodiversity conservation, natural/ environmental sciences, business administration or economics,, community development work, social sciences, agricultural extension, additional relevant post graduate qualifications will be added advantage

Desirable Skills, Abilities, and Experience

- Working experience of not less than 10 years of progressive responsibilities, five of which must have been gained within Uganda, preferably with reputable non-profit making organisation.
- Demonstrated ability to fundraise, strong financial planning and managerial skills
- Experience in strategic planning and management for non profit organisations
- Cross-cultural and gender -sensitivity
- Experience in working with Boards and Committees
- Public presence and leadership qualities
- Outgoing, with excellent communication skills
- Committed to and passionate about conservation and livelihoods improvements
- Computer literacy including Ms Word, Excel, Power Point, and Internet use
- Familiar with Government procedures especially Local Governments Authorities
- Willing to travel and work in difficult places and conditions

Delegation of Authority and Responsibilities:

In his absence the TA may delegate his /her responsibilities to the PM or FAM

B. JOB TITLE: PROGRAMME MANAGER**Reporting:** Trust Administrator**Supervising:** Community Projects Officers and Monitoring and Evaluation Officer**Main Purpose of the Job:**

The overall responsibility of the Programme Manager is to assist the TA with the smooth running of the Trust Administration Unit Programmes and to provide programme support to projects.

Key Responsibilities:

- i. The Programme Manager will develop project proposals for the Trust and solicit for funding.
- ii. Ensure the availability of sound Monitoring and Evaluation tools, develop and implement monitoring and evaluation procedures.
- iii. Ensure the establishment and effectiveness of mechanisms for reporting Monitoring and Evaluation information collected by partners.
- iv. As part of the TAU management team develop institutional links with local and international NGOs, the Local councils at all levels, District technical officials and other stakeholders, which are critical to the success of BMCT.
- v. With the Trust Administrator, ensure that BMCT's resources are efficiently and effectively utilized.
- vi. He or she works in close liaison with the Community Development Workers and various project implementation agencies, helping community groups to identify and execute projects for the BMCT.
- vii. Deputizes for the Trust Administrator as and when necessary.
- viii. Any other special responsibilities as assigned by the TA.

Detailed Tasks:

1. Formulate projects for every strategic objective
2. Avail sound Monitoring and Evaluation tools and develop procedures thereof
3. Ensure the establishment and effectiveness of mechanisms for Reporting, Monitoring and Evaluation information collected by partner
4. Assist in the formulation of policies on Staff Welfare
5. Participate in all budgetary activities
6. Monitor and analyze plans and budgets routinely so as to contribute to good management decisions
7. Assist the TA in ensuring linkage between the various funding components of the Trust's work
8. Assist the TA in identifying, managing and monitoring Research and Parks Management Projects
9. Carry out any other duty within his or her competence as assigned by the TA

Qualifications, Skills and Experience

1. A postgraduate degree in fields of environment/natural resources, biological or social sciences or development studies.
2. Excellent computer skills and knowledge (MS office, statistical and Database packages, Geographical Information Systems and Remote Sensing, Internet/E-mail) and good communications and interpersonal skills.
3. Hands-on experience in training; backstopping projects in development, management and use of impact/process Monitoring and Evaluation Systems.
4. Ability to work as a trainer will be an added advantage.
5. At least three years' experience with donor funded projects; excellent knowledge of project appraisals, midterm/final evaluations.
6. Ability to work under performance based contracts, minimal supervision and frequent travel in challenging environments.

C. JOB TITLE: FINANCE AND ADMINISTRATION MANAGER (FAM)

Reporting: Trust Administrator

Supervising: Administrative Assistant, Office Assistant and Drivers

Main Purpose of the Job:

The Finance & Administration Manager shall be responsible for the management of BMCT's finances. S/he shall ensure that accounts are maintained in a manner consistent with the financial rules and regulations of BMCT, specific donor accounting requirements and in conformity with accepted international accounting standards. He/she will monitor all accounts, provide overall financial management and report on activities of all projects. The FAM will also assist in the establishment and monitoring of acceptable accounting systems for the intermediary agencies.

Key Responsibilities

- i. Development and establishment of a sound financial management, monitoring and evaluation system and procedures.
- ii. Ensure transparency, accountability and effective use of BMCT resources.
- iii. Ensure timely budgeting, management and reporting of BMCT finances.
- iv. Oversee the effective implementation of BMCT financial investment strategy.
- v. Ensure the effective implementation of BMCT financial policies, procedures and practices.
- vi. Effective supervision, monitoring and appraisal of staff in accounts department.

Detailed Tasks

1. Ensure the development, establishment of a sound financial management policies, procedures and practices;
2. Maintain BMCT's financial accounts in accordance with the Trust's financial rules and regulations;
3. Carry out financial and technical reviews of project proposals for funding submitted by LCSC;
4. Oversee reviews of BMCT's finances, financial procedures and continually monitor and evaluate the overall financial performance;

5. Supervise the filing of accounting documents, including computerization, and transactions out of petty cash;
6. Review monthly bank reconciliation statements and all funding requests, from intermediary agencies in areas of operation;
7. Review financial reports submitted by intermediary agencies to ensure proper accountability of project and programme funds;
8. Undertake periodic field inspection and audits of intermediary agencies;
9. Organize financial and office systems audits;
10. Participate in the identification and evaluation of financial/accounting system training needs of intermediary agencies staff;
11. Design and organize short finance and administrative courses for intermediary agencies;
12. Assist in the preparation of budgets, annual work plans, progress reports, quarterly reports, and other reports as required;
13. Prepare reports on the financial performance of the Fund;
14. Oversee investments and provide specialized advice to the Trust Administrator and the Board on financial investment matters;
15. Monitor all contracts to ensure compliance with all the conditions
16. Manage staff payroll.

Qualifications:

Bachelor's degree in Commerce, Business Administration, Finance, Accounting, or any related field. Membership to a professional accounting body with very good knowledge of internationally accepted accounting principles/standards.

Skills/ Experience

At least seven years' experience in accounting, financial management and administration, and at least five years' experience with donor/NGO funded projects with;

- Good communication skills and ability to deal with various grantees and donors;
- Business management skills,
- Investment appraisal
- Good interpersonal skills
- Ability to supervise staff and build teamwork; and
- Computer skills and extensive knowledge of accounting software.

- D. Job Title: Monitoring and Evaluation Officer**
Reporting: Programme Manager
Supervising: None

The Monitoring and Evaluation Officer reports to the Programme Manager but has the responsibility of setting up Monitoring and Evaluation System and monitoring the impact measurement system. She or He will work with all programme and Management staff.

Main Purpose of the Job:

The Monitoring and Evaluation Officer will be responsible for developing and managing the BMCT Monitoring and Evaluation system and will be accountable to the Trust Administrator, relevant staff of the institution, funding agencies, and appropriate levels of Local Government working with BMCT for project ME systems, problems/issues and strategy.

- She or he will provide overall project level technical guidance in Monitoring and Evaluation and knowledge management systems and practices, through training, coaching and mentoring project staff
- She or he will ensure efficient way of linking specific donor Monitoring and Evaluation systems with BMCT impact measurement requirements.

Specific Tasks

Critical tasks for the Monitoring and Evaluation Officer are setting up the Monitoring and Evaluation system and ensuring it is implemented effectively by the key stakeholders, namely the primary stakeholders and implementing partners. The key tasks for this job are as follows:

- Ensure that an effective and participatory data collection, monitoring and reporting system is established and periodically reviewed
- Undertake/facilitate project baseline studies, annual reviews, midterm assessments, final evaluations and impact assessments
- Develop and maintain project design, monitoring and evaluation information management system

- Coordinate processes to develop, test and modify simple, user-friendly and effective Monitoring and Evaluation system in programme to track both the individual projects and cumulative impact of BMCT interventions
- Ensure consistency of approach in activity programming in collaboration with the Programme Manager, and Community Project Officers using Monitoring and Evaluation tools developed (hardware, software, written guidelines) and provide feedback to the Donors and Management on changes/improvements to strengthen programme implementation as appropriate
- Assist in developing detailed project implementation, monitoring and evaluation plans
- Ensure timely collection, analysis and utilization of project Monitoring and Evaluation related information to produce a variety of written documents e.g. data summaries, workshop reports, annual project reviews, participatory impact assessments, process monitoring, operations monitoring and lessons-learned
- Support external and internal evaluations and project reviews for reflective practices at all levels
- Review project evaluation reports, compile and share lessons for future project and project design and coordinate quarterly data collection, analysis of programme statistics and submit Quarterly Progress Report to Management
- Monitor work plan progress and changes related to programme indicators and conduct periodic field visits to assess quality and adequacy of Monitoring and Evaluation results
- Ensure that all the project data is entered in the central database, analyzed and improved
- Assist in the compilation of 3 monthly Performance and Financial reporting to the Trust Management Board and respective donors and contribute to the BMCT Annual Performance Report including the review and use of BMCT programme statistics
- Prepare regular updates for BMCT website and manage the web information dissemination
- To undertake any other reasonable duties as may be requested from time to time.

Responsibilities

- a) **Staff Responsibilities:** The Officer will be responsible to support staff, understand and use the Monitoring and Evaluation tools developed. She or He will in a participatory manner develop the Monitoring and evaluation tools to be used and make the staff to own and use them. She or He will guide the process for identifying and designing the key indicators for each programme activity, how to record and report physical progress against the indicators and also steer the process for designing the format of performance progress reports. Lead the process for identifying the key performance questions and parameters for monitoring project performance and comparing it to targets.
- b) **Financial Responsibilities:** The Monitoring and Evaluation Officer will participate in the monitoring and evaluation component of the annual budget of projects funded through BMCT and Monitor expenditure on monitoring and evaluation at Field and Management levels
- c) **Communication Responsibilities**
- Prepare reports on Monitoring and Evaluation findings, as required. Work closely with the Finance and Administration Manager, technical staff and implementing partners.
 - Undertake regular visits to the field to support implementation of Monitoring and Evaluation to identify where adaptations might be needed.
 - Guide the regular sharing of the outputs of Monitoring and Evaluation findings with project staff, implementing partners and primary stakeholders.
 - In collaboration with the Finance and Administration Manager, provide the Trust Administrator with management information that she or he may require.
 - Make regular reports to the Trust Management Board, highlighting areas of concern and preparing the documentation for review at meetings.

- Check that monitoring data is discussed in the appropriate forum and in a timely fashion in terms of implications for future action. If necessary, create such discussion forums to fill any gaps.
 - Participate in external missions and facilitate mission team members' access to Monitoring and Evaluation data and to stakeholders.
 - Manage the website to ensure updated information is uploaded
- d) **Advisory responsibilities:** The Monitoring and Evaluation Officer will advise and update the Trust Administrator, Programme Manager and other colleagues on all aspects of monitoring and evaluation of BMCT activities. Liaise with colleague(s) in data collection and management to ensure accurate and timely submission of data from the field. Analyse and process the information to feed management for decision making and future programs. The incumbent will contribute to the programme learning processes and document the best practices and lessons learnt for reference and learning purposes.

Qualifications

The Monitoring and Evaluation Officer shall have a degree in Social Sciences and or Development Studies with a post graduate qualification in Monitoring and Evaluation. Qualifications in Data Management and Analysis will be an added advantage and practical experience is essential.

Skills

- Strong project Monitoring, Evaluation, Documentation and Learning skills
- Excellent facilitation, communication and team work skills
- Partnership building skills.

Competencies

- Coaching and mentoring
- Strong writing, research and analytical skills,

E PROGRAMME OFFICER PARTNERSHIPS

Job Title: Programme Officer Partnerships

Reporting: Trust Administration

Supervising: Office attendant

Main purpose of the job:

To represent BMCT at partners, donor and government meetings. The liaison officer shall be responsible for the running of BMCT's office in Kampala.

Key responsibilities

- i. To identify, initiate and play a leading role in fundraising activities
- ii. Identify areas for possible investment opportunities by BMCT
- iii. Play a leading role in the procurement and delivery of BMCT requirements to Kabale in compliance with best practices in procurement
- iv. Maintain BMCT properties and assets
- v. Handle and process Kampala office based payments and receipts of BMCT funds and other assets
- vi. Maintain basic bookkeeping of Kampala based financial transactions in line with BMCT financial management procedures and submit timely reports thereof to the FAM
- vii. To promote BMCT public image
- viii. Liaise with Service providers based in Kampala as required by BMCT
- ix. Attend meetings/ Workshops or related events in Kampala on behalf of Trust Administrator

Detailed tasks

- i. In accordance with BMCT policies as well as needs of the TAU office in Kabale carry out procurements and have them safely delivered to Kabale.
- ii. Participate in fundraising activities of BMCT such as concept notes/ proposal writing and presentations/ discussions and negotiations with donors governments and partners.
- iii. Ensure sourcing of qualified, reliable and reputable service providers to repair and service BMCT's equipment, plant and vehicles and supply various requirements.

- iv. Keep track of events and activities that require the TA's presence and represent him at such events as requested.
- v. Participate in the preparation of BMCT budgets, annual work plans, progress reports, quarterly reports and other reports as required.
- vi. Make follow -ups on administrative decisions made on the Trust Fund.
- vii. Handle and manage the Kampala office petty cash imprest and administration account and pass entries for Kampala based payments.
- viii. Collect Kampala BMCT Bank statements and prepare preliminary bank reconciliation to be submitted to the FAM.
- ix. Prepare monthly reports for BMCT activities carried out in Kampala and submit it to the Trust Administrator.
- x. Represent the Trust Administrator at meetings as required.
- xi. Any other duties as may be assigned by the TA.

Skills

- i. Good communication skills and ability to deal with donors, government officers and other stakeholders
- ii. Business management skills, knowledge of environment and development issues
- iii. Good interpersonal skills
- iv. Ability to write concept papers, and computer literate
- v. Ability to work with minimum supervision

Qualifications

A Bachelors degree in Business Administration, Social sciences, or any other degree in related field, computer literate
Qualifications in fundraising, public relations, procurement and project management will be an added advantage.

Experience

At least five years' experience in a similar position with at least three years' experience with donor /NGO funded projects.

APPENDIX VIII: STAFF CLEARANCE FORM

Name	
Position	
Department	Last day of work

Please tick against each item that has been cleared / insert comments where applicable

Personal loans	<input type="checkbox"/>	Leave due from 1 January to the end date	<input type="checkbox"/>
Housing (rent) loan	<input type="checkbox"/>	Leave already taken	<input type="checkbox"/>
Staff advances	<input type="checkbox"/>	Leave brought forward	<input type="checkbox"/>
Uniform	<input type="checkbox"/>	Leave to be taken during the notice period	<input type="checkbox"/>
BMCT manuals	<input type="checkbox"/>	Short fall in the notice period	<input type="checkbox"/>
Handover report	<input type="checkbox"/>	Leave to be paid / deducted	<input type="checkbox"/>
Car keys	<input type="checkbox"/>	Staff Identity Card	<input type="checkbox"/>
Office Keys	<input type="checkbox"/>		<input type="checkbox"/>
Official stamps	<input type="checkbox"/>		<input type="checkbox"/>
First Aid Car kit	<input type="checkbox"/>		<input type="checkbox"/>
Staff Signature	<input type="checkbox"/>	Trust Administrator:	<input type="checkbox"/>

Date	Date
Finance Manager:	Trust Administrator:

APPENDIX IX: BMCT CERTIFICATE OF SERVICE

This is to certify that Dr./Mr./Mrs./ Ms.....

Served as.....
.....

With Bwindi Mgahinga Conservation Trust,

From.....to.....

Signed.....

I am confident that the efficiency and progress in his work has given him a rewarding experience for the future. I wish him or her good luck and recommend him or her for any suitable placement.

Chairman, Trust Management Board / Trust Administrator

Date.....

APPENDIX X: MEMORANDUM OF UNDERSTANDING FOR VOLUNTEERING

BWINDI MGAHINGA CONSERVATION TRUST (BMCT)

P.O. Box 1064
Kabale
Date:

Name
Address
Telephone

Dear,

Re: Agreement Regarding Your Volunteering Position at BMCT

Following your expression of interest to work at BMCT as a volunteer, we hereby offer you that placement fromDate....., for a period ofmonths, ending.....Date

Note that this offer depends upon BMCT's satisfaction with your work and conduct as well as with its ability to find suitable activities for your involvement. Either party may terminate this agreement, for any reason and without any consequence, by giving a 2 weeks' notice.

As a volunteer, you will be given UGXper month to cover living expenses. You will be accommodated in [the dorm or equivalent]. Your place of work will be within the BMCA in the districts of Kabale, Kanungu and Kisoro. In case you join a field team on a trip, BMCT will pay the relevant facilitation as per BMCT policies in place.

You will be expected to report for duty on working days (Monday till Friday), and to follow normal working hours of BMCT which is from 8.00am to 5.00pm, with a short break for tea and an hour for lunch. BMCT will accept an average of 2 days/month as 'leave days'; please request to take them two weeks in advance. On some occasions you may be required to work outside standard 'working hours' - BMCT requests you to be flexible in this regard.

General rules and codes of conduct for BMCT staff will apply to you as well (but the employment benefits do not apply).

BMCT will not be responsible for any medical costs during this agreement's period. In case of accident while on duty, BMCT will only accept liability of expenses up to a maximum of UGX 500,000.

You will report to Mr.:, who will supervise the tasks set for you. Regular evaluation of your performance and your satisfaction with the work assigned to you will take place and be reported to the Trust Administrator.

The following is an initial list of tasks we have agreed that you work on, based on your experience and the organization's interest:

- a)
- b)

Should you find the Terms and Conditions of this agreement acceptable to you, please confirm your acceptance by signing below and return a copy of the original signed letter for filing:

Yours Sincerely,

Trust Administrator
Signed on behalf of BMCT

I.....have received, read, understood and hereby agree with the Terms and Conditions as set out above.

Signed by Date.....