



THE SIERRA LEONE WATER COMPANY (SALWACO) EMPLOYEE BONDING POLICY

September, 2024

FOREWARD

This Employee Bonding Policy is to outline the terms and conditions that SALWACO employees must adhere to when seeking support from the company for their studies. This policy aims to protect the company's investment in employee development while ensuring employee commitment and retention.

Bonding refers to the practice of requiring employees to sign an agreement committing them to stay with the company for a specified period. This policy aims to clarify the terms and conditions of bonding, its purpose, and the consequences of non-compliance.

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Article 1

Introduction

At Sierra Leone Water Company (SALWACO), we recognize the importance of fostering a positive and cohesive work environment. To promote teamwork, trust and employee engagement, we have developed an Employee Bonding Policy. This policy outlines our commitment to creating a supportive and inclusive workplace where employees can build strong professional relationships and collaborate effectively.

This Bonding Policy is to outline the terms and conditions that SALWACO employees must adhere to when seeking support from the company for their absence during studies. This policy aims to protect the company's investment in employee development while ensuring employee commitment and retention.

Bonding refers to the practice of requiring employees to sign an agreement committing them to stay with the company for a specified period after their studies. This policy aims to clarify the terms and conditions of bonding, its purpose and the consequences of non-compliance.

It is the desire of Management to encourage all staff to meaningfully engage in capacity building programmes that would foster intellectual development and skills enhancement which are in turn vital in achieving Strategic Human Resource Planning and succession. Be that as it may, there is absolute need for such activities to be aptly coordinated and regulated to prevent uncertainties and to promote consistencies in policy interpretation, fairness, and general acceptance and conducive working environment.

Article 1.1

Policy Statement

The company may require certain employees to sign a bond agreement which outlines the terms of employment and specifies a minimum period of service with the organization. The purpose of bonding is to protect the company's investment in training and development, ensure continuity of operations, and promote employee commitment.

Article 1.2

Eligibility Criteria

The decision to bond employees will be based on several factors, including but not limited to purpose of study/absence (which must be directly related to the functions of the Company), position held, level of responsibility, and investment made in training and development. This Bonding Policy will typically apply to employees in specialized or critical roles where the company has invested significant resources.

1.2.1 The employee must be a regular, full-time employee of SALWACO with a minimum of five (5) years of continuous unbroken service.

1.2.2 The employee must have a proven track record of satisfactory performance. S/he must not have been involved in any fraudulent activity or gross misconduct for which s/he has received administrative punitive measures. A staff who has been disciplined and restored is eligible.

1.2.3 The proposed course of study must be directly related to the employee's current job or future career progression within and the strategic directions of SALWACO.

1.2.4 The employee must obtain approval from the company prior to applying for the required support.

Article 1.3

Objective

The objective of the Employee Bonding Policy is to provide guidelines and opportunities for employees at SALWACO to be bonded, develop meaningful connections, and enhance teamwork. By promoting employee bonding, we aim to improve communication, productivity and overall job satisfaction.

This policy guide on Training & Capacity Building shall briefly outline the Rights, Duties and Responsibilities of SALWACO and Staff that are interested in pursuing capacity building programs. It is a self-explanatory guide that aims at creating the platform for staff to improve on their skills / knowledge and also to ensure that staff remain accountable for activities carried out with emphasis on study leave programmes during their tenure of employment at SALWACO.

Article 1.4

Definition of Terms

For the purpose of interpretation of this Policy guide, the following shall be interpreted thus:

1.4.1 Trainee: A trainee shall be an employee that has been approved by Management to undertake capacity building program in a recognized tertiary institution within or out of the country in a course title that is specifically related to the current

Terms of Reference of the employee and or the general routine operations and activities of SALWACO.

1.4.2 Bond: A bond shall refer to evidence of an Agreement between the Sierra Leone Water Company (hereinafter referred to as the "EMPLOYER") on the ONE PART and the Trainee (hereinafter referred to as the "EMPLOYEE") on the OTHER PART and whereas both parties do consent to be bound to the provisions of the agreement aforesaid.

1.4.3 Part-Time Course: A part – time course shall be a short–term, medium term or Long - term courses which an employee shall engage in whilst concurrently rendering his/her services to the Employer at an appreciably recognized level and / output level.

Part-time courses shall be fully funded by the employee and shall thus not be bonded for such courses.

For the purpose of clarity, the following time limits shall apply:

Short -term : maximum period of 12 months

Medium – term: Between 12 months and Two years

Long-term: Greater than Two years but not more than 4 years

To be eligible for permission to be granted flexible working hours (particularly during examination periods) for a part-time course, the employee must have worked for SALWACO for at least 12 calendar months and the employee must have

notified the company in writing through his/her supervisor before the commencement of such courses

1.4.4 Full-Time Courses: These are long-term or medium term or short-term courses that will be carried out by an employee while suspending the rendering of services to the Employer until the completion of the course applied for. Employees proceeding on full time courses can be eligible to be bonded.

These shall be further classified into three categories:

1.4.5 Fully funded courses: This type of course shall require the Employer to undertake all financial obligations relating to a particular course (e.g. Tuition, Lodging, Transportation, etc.) and full salaries shall also be paid to the employee during the study leave program. For such courses, the employee shall be bonded as follows:

- Certificates: 3 months
- Diploma Courses: 12 months
- Higher Diploma/ its equivalence: 15 months
- Undergraduate /First degree programs: 24 months
- Post graduate/Master's program (External): 24 months
- Post graduate /Master's Program (Internal): 12 months
- Post graduate/PhD (External): 24 months
- Post graduate/PhD (Internal): 12 months

1.4.6 Partly Funded courses: In this type of course, the employer shall only pay employees' salaries during the study leave program. All other expenses shall be catered for by the Employee. The employee shall be bonded for a duration that is equivalent to 60% of all categories as stated above

1.4.7 Non-funded programs: These are study leave programs without pay, where the Employee's salary will be suspended for the said period but employee's appointment still subsists and is guaranteed during such period. Job title of Employee could change on resumption by employee.

There shall be no change of grade or promotions to higher positions while the staff is away and have entered into a bonding Agreement.

1.4.8 Bond Chain: The bond chain shall refer to a process which effect shall be made manifest through the following sequential stages and shall be initiated by signing of the bond and the official resumption of the EMPLOYEE upon return from study leave and shall terminate on the last day of the bond.

(a) Employee Signs a bond agreement

(b) Employee submits a handing over report to his supervisor and keep the Human Resource Department in copy

(c) Employee proceeds on study leave

(d) Submission of Progress report of academic performance at the end of each semester or as may be appropriate

(e) Completion of Course and Resumption of duty

1.4.9 Signing of Bond: This will be regarded as a demonstration of declaration of consent to be bound by the terms of the agreement.

The occasioning of this stage (Signing of bond) shall be predicated on the following prerequisites:

- Application letter to Management communicating Employee's intention to undertake such venture. The proposed date of commencement of course, course title, course duration, Name of tertiary Institution and Institution's country of situate must be communicated.
- The employee shall submit such application letters to the Head of the Human Resource Department under the general guidance of his / her immediate supervisor and /Line Manager.
- Submission of evidence of an offer of acceptance to pursue such course and with details providing information as required above.
- The employee shall present to Management a letter of undertaking expressly stating date of resumption of duty after completion of course.
- Handing over to line manager or his designated replacement. An employee proceeding on study leave with pay shall within 72 hours after signing of the bond

adequately and smoothly handover to his / her line manager and keep the Regional Manager, Functional Unit Head and the HR Department in copy. Such employee shall also handover all SALWACO property in his/her possession (save staff ID Card).

Article 2

Bond Agreement

- 2.1. The bond agreement will clearly state the terms and conditions of the bond, including the duration of the bond period, the consequences of early termination, and any financial implications.
- 2.2. The bond agreement will be provided to the employee in writing, and they will be given a reasonable time to review and seek legal advice if necessary.
- 2.3. Any modifications or amendments to the bond agreement will be made in writing with the mutual consent of both parties.

Article 3

Bond Duration

- 3.1. The duration of the bond period will be clearly stated in the bond agreement. It should be reasonable and commensurate with the investment made by the company in training and development.
- 3.2. The bond period may vary depending on the employee's position, level of responsibility, and the specific circumstances of the organization.

3.3. The bond period will start from the date stated in the bond agreement and will be evaluated based on the provisions of (1.4.4) to (1.4.6).

Article 4

Consequences of Non-Compliance

- 4.1. If an employee fails to fulfill the terms of the bond agreement, he/she shall be required to reimburse the company for the expenses incurred during their training and development including salaries, benefits and any allowances received from SALWACO or the Government of Sierra Leone while on study leave.
- 4.2. The amount to be reimbursed will be specified in the bond agreement and will be calculated based on a predetermined formula, which may include training costs, relocation expenses, and other relevant expenses.
- 4.3. The reimbursement will be deducted from the employee's final settlement or may be recovered through legal means, if necessary.

Article 5

Termination of Bond Agreement

- 5.1. In exceptional circumstances, the company may consider waiving or terminating the bond agreement. Such circumstances include, among others, fraudulent representation by the Employee to obtain the bond, employee's personal or health-related issues, family emergencies, or any other compelling reasons.

- 5.2. The decision to waive or terminate the bond agreement will be at the discretion of the company, based on a thorough evaluation of the individual case.
- 5.3. Any waiver or termination of the bond agreement will be documented in writing, specifying the reasons and conditions of the decision.

Article 6

Bonding Obligations

- 6.1 Upon approval of support for study purposes, the employee will be required to sign a bond agreement with SALWACO.
- 6.2 The bond period shall be determined based on the duration of the study program, amount of financial burden on the employer, geographical location of study area and will be outlined in the bond agreement.
- 6.3 The bond period will begin from the date of completion of the study program.
- 6.4 The employee agrees to continue working for SALWACO for the duration of the bond period or as otherwise specified in the bond agreement. The employee shall not sign another employment contract with another organization unless s/he resigns from the employment of SALWACO.
- 6.5 If the employee voluntarily resigns for any cause before the completion of the bond period, they will be required to reimburse SALWACO for a prorated portion of the support provided based on the remaining bond period.
- 6.6 The reimbursement amount will be calculated based on the following formula:
$$\text{Reimbursement Amount} = (\text{Total Financial Support} / \text{Bond Period}) \times \text{Remaining Bond Period}$$

- 6.7 The employee will be responsible for repaying the reimbursement amount within a specified timeframe as stated in the bond agreement or as may be otherwise determined by the company.

Article 7

Study Program Approval

- 7.1 Employees must submit a formal application to the Human Resource Department for study program after approval had been given as in Article (1.2.4).
- 7.2 The application must include relevant details such as the proposed course of study, duration, cost, expected benefits to SALWACO, relevance to SALWACO's operations, expected benefits to the employee's job performance and career growth, among others.
- 7.3 The Human Resources Department, in consultation with the employee's supervisor, will review the application and make a recommendation to management for final approval.

Article 8

Financial Support

- 8.1 The support provided by SALWACO will be determined on a case-by-case basis, taking into consideration matters such as the employee's job responsibilities, the relevance of the study program to the employee's role, and the availability of company resources.
- 8.2 If financial support is provided, it may cover expenses such as tuition fees, books, materials, fares and other relevant costs directly associated with the study program.

- 8.3 The maximum limit of financial support will be determined by SALWACO and communicated to the employee upon approval of the study program.

Article 9

Reporting Obligations

- 9.1 Employees who receive support for their studies must provide regular progress reports by study period to their supervisor and the Human Resources Department.
- 9.2 Progress reports should include updates on academic performance, milestones achieved, and any challenges or changes that may impact the successful completion of the study program.
- 9.3 Failure to provide progress reports may result in termination of the bond agreement by the company, suspension or termination of financial support and may trigger the reimbursement obligations outlined in Section 6.5 and other related clauses.

Article 10

Confidentiality and Non-Disclosure

- 10.1 Employees must maintain the confidentiality of any proprietary or sensitive information obtained during their studies that relates to SALWACO's business operations.
- 10.2 Employees participating in study programs supported by SALWACO must adhere to strict confidentiality and non-disclosure obligations.

- 10.3 Employees shall not disclose or use any proprietary, confidential or sensitive information obtained during their studies that relates to SALWACO's business operations, customers, suppliers, or any other confidential information.
- 10.4 Employees shall take all necessary precautions to protect such information from unauthorized access, use or disclosure.
- 10.5 Employees shall comply with all applicable laws and regulations related to the protection of confidential information.
- 10.6 Any breach of confidentiality and non-disclosure obligations may result in disciplinary action, including termination of employment and legal action, as deemed appropriate by SALWACO.
- 10.7 The confidentiality and non-disclosure obligations shall continue to apply even after the completion of the study program and the termination of employment with SALWACO.

Article 11

Confidentiality and Data Protection

SALWACO recognizes the importance of respecting employees' privacy and confidentiality. Any personal information shared during team-building events or bonding activities will be treated with the utmost respect and confidentiality.

All information related to employee bonding, including the bond agreement and any financial details will be treated as confidential. The company will adhere to applicable data protection laws and internal policies regarding the handling and storage of employee information.

Article 12

Policy Compliance

All employees will be expected to comply with this bonding policy. Non-compliance may result in disciplinary action, up to and including termination of employment.

All employees are expected to participate in the bonding activities and initiatives provided by SALWACO. Directors, Managers and team leaders should encourage and support employee participation in these activities to promote a positive team environment.

Article 13

Legal Compliance

The bonding policy will comply with applicable labour laws, regulations, and contractual obligations. The company will seek legal counsel to ensure that the bond agreement is legally enforceable and does not infringe upon the rights of the employees.

Article 14

Communication and Transparency

The company will ensure clear communication and transparency regarding the bonding policy to all employees. This includes providing a detailed explanation of the purpose, terms and conditions of bonding during the onboarding process and making the policy readily accessible through the company's intranet or employee handbook. Any updates or changes to the policy will be communicated in a timely and effective manner.

Article 15

Communication and Feedback

SALWACO recognizes that effective communication and feedback channels are essential for the success of employee bonding initiatives. We will establish open lines of

communication among employees, managers, and the HR department to address concerns, gather feedback, and make improvements to the bonding activities. Employees are encouraged to provide suggestions and ideas for team-building events and initiatives.

Article 16

Implementation and Monitoring

The HR department will be responsible for the implementation, coordination, and monitoring of the Employee Bonding Policy. They will work closely with heads of departments, supervisors, and team leaders to ensure the successful execution of bonding activities and initiatives. Regular assessments will be conducted to evaluate the impact of these initiatives on employee engagement and job satisfaction.

Article 17

Training and Development

The company will invest in the training and development of bonded employees to enhance their skills, knowledge, and competencies. The training programs will be aligned with the employee's role and organizational needs, emphasizing the mutual benefits of the investment in terms of career growth and professional development.

Training programmes shall be broadly divided into:

- 17.1 Workshops/Seminars/ Retreats (1 to 7 days).
- 17.2 Short term training programs (Greater than 7 days but equal to or less than 90 days).
- 17.3 Long term training programs (Greater than 90 days).

17.4 Bonding period shall be slated in proportionate consideration to factors like: time span of the course, Source of funding, amount of funds and type of training (i.e., Local or Overseas). This may also be treated on a case by case basis.

Article 18

Employee Support

The company will provide necessary support to bonded employees to ensure their success and satisfaction within the organization. This includes regular performance feedback, mentoring, and opportunities for growth and advancement. Bonded employees will also have access to channels for raising concerns, seeking guidance, or addressing any challenges they may face during the bond period.

Article 19

Employee Mobility

Opportunity for internal promotion during the study period shall not be entertained.

Article 20

Employee Consent

Employees will voluntarily enter into the bond agreement after fully understanding its terms and conditions. The company will advise employees to avail themselves the opportunity to seek legal advice before signing the agreement. Employees will have the right to accept or decline the bond agreement without facing any negative consequences or discrimination.

Article 21

Fair Treatment and Equity

The company will ensure fair treatment and equity among all employees, regardless of their bond status. Bonded employees will receive the same benefits, compensation, and other requisite opportunities as their non-bonded counterparts. Employees will not be discriminated against or disadvantaged based on their bond status.

Article 22

Employee Separation

If a bonded employee voluntarily resigns from the company after completing the bond period, no financial obligations will be imposed on them. However, the company may request an exit interview to gather feedback and insights from the employee's experience during the bond period to improve future bonding policies and practices.

Article 23

Continuous Evaluation

The company will continuously evaluate the effectiveness of the bonding policy in achieving its objectives. Feedback from bonded employees, supervisors, and other stakeholders will be gathered to identify areas for improvement and make necessary adjustments to the policy and its implementation.

Article 24

Continuous Learning and Development

SALWACO will encourage employees to engage in continuous learning and development opportunities, such as workshops, seminars, or online courses. By investing in employee

growth, we aim to foster a culture of personal and professional development, which strengthens employee relationships and contributes to overall team cohesion.

Article 25

Workshops/Seminars/Conferences

SALWACO shall encourage its employees to participate in workshops/seminars/conferences both local and overseas to build their capacities. Staff shall not be bonded for attending such programmes. Selection of employees for such programs shall be based on scope of such programs, relevance to employee's Terms of Reference, Level of seniority and other administrative considerations

Staff serving periods of suspension/interdiction from duty would not be eligible to attend such functions.

Article 26

Communication of Training Intent

A Staff wishing to undertake a training shall under the general guidance of his/her Supervisor or Line Manager formally communicate his/her intention to the Human Resource Department and such communications must reach Management at least one (1) month adrift the anticipated date of commencement of the said course.

Article 26.1

Submission of Status Report

The employee shall submit at least two progress reports per year to management or as may be appropriate depending on the type of course and guidelines set by the training institution

For the purpose of this guide, "per year "shall refer to one (1) course year {viz: Two semesters are equivalent to one course year)

An employee on study leave should immediately inform the company of changes in the schedule of the course if such changes were effected by the institution's administration and same for which evidence of such alteration should be submitted to the HR Department.

The company shall as best as possible encourage all categories of employees to meaningfully engage themselves in Learning processes by taking the interest of the learner, ability of the learner and willingness of the learner into consideration.

Article 27

Policy Acknowledgment and Agreement

All employees will be required to acknowledge and sign a document stating their understanding and acceptance of the bonding policy. This document will be retained in the employee's personnel file as evidence of their acknowledgment.

By accepting the support for study purposes from SALWACO, the employee acknowledges and agrees to comply with the terms and conditions outlined in this Bonding Policy,

including the bonding obligations, confidentiality and non-disclosure requirements, and the consequences of non-compliance.

Article 28

Policy Review and Amendment

This Bonding Policy shall be reviewed periodically by the Company to ensure its effectiveness and relevance. SALWACO reserves the right to amend or modify this policy at any time as deemed necessary, with appropriate notice provided to the employees.

By implementing this bonding policy, the company can protect its investment in training and development while promoting employee commitment and ensuring continuity of operations.

Any amendment to the bonding policy shall not affect those already bonded.

Signed on behalf of Management:

.....
Name	Signature	Date
Designation: Managing Director, SALWACO		

Signed on Behalf of the Board of Directors:

.....
Name	Signature	Date
Designation: Chairman, Board of Directors, SALWACO		