



FAWS HR POLICY

1 OVERVIEW

1.1 BACKGROUND

Faith, Action and work Silc (FAWS) is a non-profit making organization that is for and led by Women. FAWS serves Women, Girls and Children infected and affected by HIV and their caregivers. FAWS brings support groups led and for PLHIVS together to capacity build, mentor and to help in advocacy using practical approach and leveraging on experience FAWS was formed in the year 2007 and registered by the department of Social Services in the Ministry of Gender and Children and issued with registration No. NCC/SD/CBO/087. Over the last 15 years FAWS has earned remarkable experience and a growing reputation as a leading local organization representing PLHIVs in Advocacy and Human rights issues.

VISION

Healthy communities

MISSION

Championing for health rights of members using practical approach.

MOTTO

Together we win.

CORE VALUES

Quality –we are committed to advocate for quality services for PLHIVs at all levels
Team work -we value and build strong teams that generate synergy and commitment
Integrity -we uphold openness transparency and mutual accountability

1.2 Purpose of FAWS Human Resource Management Manual

The purpose of this human resource management manual is to provide guidelines for equitable treatment of employees in FAWS. They will provide guidance on staff matters including recruitment, salary administration, staff benefits, employee well fare, and general conditions of work among others.

1.3 Implementation

The implementation of this HRM manual will be based on the guidelines and policy definitions in each section of this document. Samples of various Human Resource Management [HRM] administration tools, templates and forms are provided in the appendices section to facilitate implementation by management and users of this manual.

This document shall become effective after approval by FAWS Senior Management Team and FAWS Oversight Board.

2 CHAPTER TWO

3 OUTLINE AND OBJECTIVES OF THE MANUAL

3.1 2.1 Introduction

- (a) This manual outlines clearly FAWS HRM policies and procedures, which shall govern all the employees of FAWS.
- (b) These human resource policies and procedures manual applies to all FAWS employees (both at the field offices and headquarter).
- (c) The Oversight Board shall determine the effective date of these policies and procedures.
- (d) On appointment, every new employee will be issued with a staff hand book which will detail main areas in this manual and after which each employee will sign as an indication of acceptance of the terms in this manual

3.2 2.2 Application of the policies and procedures

- (a) These policies and procedures apply to all employees regardless of their grade and it is the duty of each employee to familiarize themselves accordingly.
- (b) Notwithstanding these policies and procedures, reference may be made to any written document or other administrative rules or standing orders that might be issued from time to time by the senior officers, that is, the management.
- (c) The HR Manager shall inform all employees of any amendments made to these policies and procedures which will be appended on this manual.
- (d) This document can be changed or amended from time to time as changes occur within the organization, employment legislation and economic conditions.

3.3 2.3 Objectives of the Human Resource Policies and Procedures Manual

- (e) The general objective of this manual is to give a clear framework upon which decisions relating to personnel can be made fairly and appropriately.
- (f) It shall act as a tool of communication outlining the channels to be followed when issues regarding employees are raised.
- (g) It will be used as an induction tool for new employees.
- (h) It shall act as an integral part in the internal control of FAWS.

3.4 2.4 General Obligations of Employees

The following are the expectations of FAWS from its employees:

- a) All employees should be at their workstations by the time stipulated in hours of work section of this manual.

- b) In case of an emergency that requires an employee to be absent from work, he/she should inform the immediate supervisor or in their absence, one of the senior managers in the organization.
- c) Employees who are late or absent and fail to notify the organization are subject to disciplinary action.
- d) Employees shall comply with the organization's laid down rules and regulations in all aspects of their operations.
- e) Employees shall cultivate good human relations with their colleagues
- f) Employees shall promote good public relations with the outside stakeholders.

4 CHAPTER THREE

5 RECRUITMENT AND DEPLOYMENT

5.1 3.1 Equal Opportunities Policy

FAWS is an equal opportunity employer and will not permit discrimination of any kind against any person on grounds of:

- Colour
- Creed or religion
- Race or ethnic origin
- Nationality or national origin
- Sex
- Marital status
- Disability
- Age
- Sexual orientation
- HIV status

The implementation of this policy cuts across the whole organization.

5.2 3.2 Specific Policy Provisions

5.3 3.2.1 Employment Practice

FAWS shall ensure that no prospective or actual employee is:

- a) Discriminated against on any of the grounds outlined in the general policy statement, and that no employee is disadvantaged by any condition or requirement which is not demonstrably justifiable.
- b) Selection criteria and procedures will be reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities.
- c) FAWS will make every effort to provide the necessary resources required at different stages during the implementation of the equal opportunities policy. These shall include staff development, personnel resources and consideration of working practices.
- d) Specific job requirements for each job shall be provided to all staff after recruitment

5.4

5.5 3.2.2 Recruitment and Selection

In working towards Equal Opportunities, FAWS shall ensure that recruitment and selection procedures are fair and unbiased. This will be achieved through the following:

- e) Development of clearly defined job descriptions. These shall indicate in a fair and unbiased manner the job requirements and specifications of a person to hold such a position.
- f) Advertising for all posts that fall vacant within the organization either externally or internally depending on the position, skill requirements, funds availability and the personnel available within the organization.
- g) The selection panel will consist of people who are unbiased and more so those not known to the candidate.

5.6 3.2.3 Categories of Employment

- h) **Contracted employees:** These consist of employees recruited by FAWS under a contract of service. Such employees are entitled to benefits which are stipulated in the employment agreement/appointment letter/employment contract. Permanent employees fall under this category of staff.
- i) **Casual employees:** These consist of employees whose terms of engagement provide for his/her payment at the end of each day and who are not engaged for longer periods than 24 hours at a time [Employment Act 2007 No. 11 part I]. No benefits shall be payable to this category of staff other than the daily wage.
- j) **Temporary employees:** These include employees employed on a block basis within a written agreement for period of less than 3 consecutive months. The employees are paid based on a daily rate and for actual days worked during the period of employment. No benefits are attached to this employment arrangement [unless specified in the written and signed agreement]. Temporary employees shall be paid at the end of each month or at the end of the task performed whichever is earlier.
- k) **Consultancies:** These shall consist of special assignments arising from time to time. Usually professional services whose terms are stipulated in a consultancy agreement are hired in line with existing procurement procedures.
- l) **Seconded employees:** These shall consist of employees who perform their day to day duties with FAWS but are not employed by FAWS. Written document prepared by the sending organization and accepted by FAWS should be done to ensure clarity of expectations of the two parties. Seconded employees are expected to abide by FAWS general code of conduct during his/her tenure at FAWS.
- m) **Other categories of employees:** Contract of Apprenticeships – these refer to students or individuals on attachment or internship who are working with FAWS. An agreement needs to be prepared and signed to stipulate the role and responsibilities of the person under internship and the sending institution if any.

- n) **Volunteers and interns**– These are individuals who volunteer for FAWS with a clearly written and signed agreement that specify the nature of involvement by the volunteer or intern. They will be liable for insurances in case of accidents and other related risks while in the premises of FAWS.

5.7 3.2.4 Recruitment

FAWS recruitment policy entails the whole process from creation of the vacancy, advertisement, short listing of the candidates, interview, negotiation, engaging and induction of new staff.

FAWS is committed to providing high quality programs and services to its beneficiaries. To support the achievement of this objective FAWS recognizes the importance of employing the most suitable applicants for all vacant positions.

FAWS will ensure it has the best opportunity to attract the best available staff by broadly advertising all vacant remunerated positions and volunteer vacancies.

FAWS will also internally advertise all vacant positions to current staff and volunteers to encourage career advancement promote local opportunities and increase participation.

In line with Equal Opportunities policy, FAWS will hire and recruit competent staff with capability to deliver efficient and effective services to the community and establish good working relationships with other stakeholders such as other NGO's, Donors, Government, etc.

The recruitment process will be aided by a request for recruitment form (**Appendix 1**)

5.8 3.2.5 Human Resource Planning

This will facilitate FAWS to have the right staff, in the right quantity to perform the right jobs.

This will ensure that FAWS:

- o) Is neither understaffed nor overstaffed.
- p) That the right employees are placed in the right jobs at the right time
- q) That organizational and environmental change is anticipated and adjusted to with minimum cost and that there is direction and coherence to personnel activities.

The Human Resource Planning procedure will involve the following:

1. At the beginning of each year, the Human Resource Department will compute the current number of employees at FAWS.
2. Based on turnover figures for the previous year, the HR will compute the annual percentage turnover from last year.
3. The expected turnover during the year will be computed by multiplying the current headcount with the annual percentage.
4. The balance of employees at the end of the year will be computed by deducting the expected turnover from the current headcount.
5. The Human Resource Department will advice on the number of employees required at the end of the year based on consultation with the respective heads of department.
6. The number of staff to be recruited during the year will be computed by subtracting the balance of employees at the end of year from the number required at the end of the year.

Human Resource planning at FAWS will be guided by the following formula

	Details	Guiding formula
	Current number of employees at FAWS	A (Headcount to be provided by HR)
	Annual percentage turnover from last year	B%
	Expected turnover during the year	(AXB%)
	Balance of employees at the end of the year	$A - (AXB\%) = C$
	Number of employees required at end of year	Z (Figure to be provided annually by HR)
	Number to be obtained during the year	$Z - C$

5.9 3.2.6 Recruitment Process

This is the process through which FAWS will attract a pool of qualified and interested persons to fill in the vacancies that fall vacant within the organization. The recruitment process shall consist of formal systems monitored and used in all hiring, transfer and promotion decisions and which assure fair and open process based on the candidate's job qualifications.

General provisions

- (a) Recruitment of new personnel will be subject to need and availability of funds. The HR manager will work closely with the Head of Department or the supervisor shall inform the **Executive Ed** of existence of the vacancy that requires to be filled.

- (b) The Head of of Department shall prepare job description and job specification if they do not already exist for that position and complete an employment requisition form (Appendix I).
- (c) In line with the equal opportunity employment policy, recruitment will be transparent and candidates may be selected from internal staff, the existing data banks, recruitment agencies or by open advertisements through the most cost-effective and appropriate media.
- (d) Candidates for positions below management level will be short-listed by an interview panel comprising of at least three officers, who must include the HR and Administration Manager.
- (e) Candidates for senior management positions will be short-listed and interviewed by an interview panel comprising of at least four members who must include the Oversight Board chairperson, treasurer or designates with professional support from external consultants where necessary.
- (f) The HR and Administration Manager's office shall maintain record of all applications received by FAWS from suitably qualified people for future reference until a bona fide human resource office is created.
- (g) Where a post is filled internally, the Head of Department can identify and recommend suitably qualified officers to fill the vacancy to the HR Manager who will take it up with **the Executive Ed.** However, they will also go through formal interview unless it is a promotion.
- (h) On receipt of the recommendation, the HR Manager shall
 - i. Ascertain the existence of the vacancy
 - ii. Determine whether the existing procedures were followed
 - iii. Check to know if current budget allocation can allow for recruitment.

5.10 3.2.6 Staff Selection

- (a) Staff selection will involve the process of picking out the best-qualified candidate among the pool of the applicants.
- (b) The HR Manager's office shall be responsible for the co-ordination and implementation of the selection process.
- (c) In making selection, appointment preference shall be given to qualified, suitable and interested candidates only.

5.11 3.2.7 Preliminary Selection Procedure

- (a) All appointments shall follow an application in writing in response to an advertisement or any other form of external recruitment. This provision does not apply to vacancies filled through internal source of recruitment.

- (b) All applications shall be addressed to the HR Manager. On receipt, they will be opened by the HR Assistant.
- (c) Applications relating to an advertised post should be discussed with the needy/receiving department on receipt.
- (d) The most qualified candidate(s) shall be short listed and invited for an interview. However this will be subject to the number of employees required. At least 5 candidates will be interviewed per position with a minimum of 3. This will be at the discretion of the HR Manager depending on the number of staff required.
- (e) The HR Manager or designated employee shall ensure that the following preparations are done ready for the interview on the date communicated to the short listed candidates:

Members of the interview panel are inform Interview room is available

Preparation of the evaluations sheets for the post

Preparation of the questions for the interview is done

Each member of the interview panel is given a file comprising copies of application of the short listed candidates to be interviewed

5.12 3.3 Interview and Appointments

5.13 3.3.1 Preliminary Process

- (a) An interview panel comprising three or more persons shall be set up to conduct an interview.
- (b) The interview panel shall consist of the HR Manager, Head of department of the recipient department, and a neutral party. The **Executive Ed** will be involved in all Senior Management interviews. Where the position being fill is a specialized field, a specialist in that field shall be included in the panel.
- (c) Where there exists a conflict of interest arising from for example intimate knowledge of a candidate, such a member shall inform the other members of the panel and disqualify himself from the panel.

5.14 3.3.2 Interview Process, and Offer of Appointment

- (d) The HR Manager or his/her appointee shall be the chairperson of the interview panel.
- (e) All members of the interview panel shall make independent evaluation of each candidate and finally make an assessment of all candidates with a view to arriving at a decision on the successful candidate. The independent evaluation of the candidate shall be rated in point form according to the set criteria. This will be aided by use of a Screening Form. (**Appendix 2**

- (f) After summing up the points scored by each candidate, each panel member shall make a judgment on the suitability of the candidate.
- (g) After the interview, the panel will write an interview recommendation report to the **Executive Ed**. The report shall comprise:

Evaluation assessment of each candidate interviewed
 Recommendations of the successful candidate
 Expected salary
 Availability of the candidate.

- (h) Selected candidate(s) shall meet with the **Executive Ed** and HR and Administration Manager to discuss the position and remuneration.
- (i) The HR and Administration Manager shall formalize appointment by issuing a letter of appointment.
- (j) The selected candidate(s) shall commit himself/herself through signing a copy of the letter of appointment and returning a copy to the **Executive Ed** or HR and Administration Manager.
- (k) The candidate(s) shall commence working only when a fully signed copy of the letter of appointment is returned to the **Executive Ed** or the HR and Administration Manager.
- (l) Offer of employment will lapse if the candidate does not respond within 14 days from the day of offer. If this happens, the offer shall be given to the runner-up.
- (m) The effective date of appointment shall be as indicated in the letter of appointment.

5.15 3.4 Medical Examination

- (a) All employees will be required to undergo a medical examination by the organization's recommended doctor from time to time at a cost to be met by the organization. However, this shall by no means be used as a tool/technique to lay-off or deny a candidate or an employee a chance to work for the organization.
- (b) Medical examination results shall be kept private and confidential unless an employee wants the information to be divulged to his colleagues.
- (c) Under no circumstance shall employees be forced to go for an HIV test.

5.16 3.5 Confidential Reference and Next of Kin

- (a) FAWS may seek confidential reference regarding selected candidates. Such reference shall be sought after the interview.
- (b) Every employee shall furnish the organization with the name and address of his next of kin upon employment.

5.17 3.6 Induction

- (a) Every new member of staff shall be inducted into FAWS community by the HR, respective Head of departments and supervisors. The induction period shall be one week. Orientation may continue for a period of one month through supervisor support.
- (b) The induction will include but not limited to:
 - A brief background of FAWS, its vision, mission, objectives activities, services and the expectations.
 - Introduction to FAWS members of staff. This shall be done by head of departments.
 - Provision of a copy of FAWS staff hand book detailing human resource policies and procedures.
 - Signing of employment contract and explanation of the conditions and terms of employment stipulated in the contract agreement by the relevant department.
 - Performance expectations and clarification of job description requirements by the supervisor
 - Demonstrated use of relevant equipment
 - Workplace health and safety and security precautions and briefing as required.
 - Presentation of needed equipment, uniforms, identity cards and other materials needed to undertake day to day responsibilities and duties.
 - Logistical arrangements prior to deployment or transfer to work station if there is need [such as transport, accommodation and other related preparation].
 - A brief on the departments work plans, performance standards and provision of documents relating to this.
 - An intensive Peer Education training
 - An orientation checklist should be signed by the new employee at the end of the orientation as a confirmation of having undergone induction and a copy which should be kept in the employee's personal file (**Appendix 3**).

5.18 3.7 Probation

- (a) A newly recruited employee shall initially be placed on a probationary period of three months, which may be extended for a period not exceeding a similar period, before appointment is confirmed.
- (b) During the probation period the employee will be expected to demonstrate suitability for the position before confirmation of employment with FAWS.
- (c) Either party may terminate by giving a fourteen (14) day written notice to the other party or by paying the equivalent salary in lieu of notice.

- (d) An employee on probation shall be subject to a regular evaluation of his/her performance to monitor his/her progress and training by his supervisor. This shall be aided by a probation assessment form
- (e) The employee will accrue annual leave during the probation period but will not be eligible to take it until the completion of the probation period. However, exceptions may be granted by the ED for annual leave to be taken on a prorated basis in case of emergencies.
- (f) Three weeks prior to the lapsing of probationary period, the supervisor and/or the head of department shall make final assessment and write a recommendation to the HR stating whether:
 - The employee should be confirmed,
 - The probationary period should be terminated,
 - The probationary period should be extended.
- (e) In the event that the recommendation is to extend or terminate the probationary period, the employee shall be informed and the reasons pertaining to the extension or termination should be stated clearly.
- (f) Prior to the commencement of the three-month probation extension, the areas of weakness will be discussed with the employee by his/her supervisor and upon satisfactory completion of the extended probation period, the employee will be served with a letter of confirmation. If the performance is still unacceptable, the employment contract will be terminated.

5.19 3.8 Nature of Employment

- (a) On successful completion of the required probationary period, the employee shall receive appointment to the respective position confirmed in writing.
- (b) The appointment shall be on contract terms and will allow the employee to enjoy full benefits of his/her employment and the privileges of the post.
- (c) For the contract to be binding the employee will sign and return a copy to the HR Manager This will signify the employees' acceptance of the terms of the contract.
- (d) The contract signed will be backdated to the day the employee officially reported to duty.
- (e) All employees will be under one or two year's renewable contract depending on funding source.
- (f) An employee's contract can be renewed by the HR in liaison with the department head and ED and the employee will express his/her acceptance by signing a new contract. The renewal will be subject to performance of the employee and the availability of funds. This shall be done one month before the expiry of the current contract.

- (g) Either party can terminate the contract of service before or at the end of the stipulated period by giving one month's notice in writing or a one-month's salary in lieu of notice

5.20 3.8.1 Content of Employee File

Employee Personal files will be confidential and will therefore be securely kept in HR Unit.

The following will include the content of the employee personal files:

- Application letters, copies of curriculum vitae, academic certificates, and confidential letters from referees and copies of practicing licenses and registration documents
- Complete/updated personal/bio data form (**Appendix 4**) and passport photographs
- Beneficiary and next of kin details
- Copies of certified national identity card, and or passport.
- Copies of marriage certificate and birth certificates for children [where applicable]
- Duly signed copy of contract letter [in signing the contract, the staff member agrees to abide by the terms and conditions of employment.
- Copy of the current job description
- Medical report
- Copies of necessary statutory documents [PIN, NSS, NHIF] and bank details [where applicable]
- Copies of performance appraisal
- Copies of driving license and certificate of good conduct [where applicable]
- Signed list of organizational property and assets assigned to the employee
- Records of changes in employee status.

5.21 3.9 Job Descriptions

- a) Each employee will have a job description that will detail his/her duties, responsibilities and reporting relationship. Job descriptions will be reviewed from time to time by the supervisor of the position.
- b) All job descriptions will indicate the purpose, key responsibilities and the knowledge, skills and abilities required for the job.
- c) FAWS management will prepare and up-date the organization chart for sharing with all employees so as to enable them to acquaint themselves with reporting relationships within the department, section and the organization as a whole.

5.22 3.10 Internship and Volunteering

- (a) FAWS accepts volunteers and interns in its operations. An intern must possess basic qualifications in the area of their specializations.

- (b) An intern shall remain in the organization for a period of 3-6 months on a contractual basis
- (c) If an intern works continuously for more than six months, he/she may be considered for permanent employment and paid in accordance with the existing job grades.
- (d) During the period of internship, the intern shall not be entitled to any salary and any benefits accruing for the other permanent employees. However, an intern is entitled to reimbursement of travelling cost, if he/she is a local resident. An international intern is entitled to reimbursement of housing costs. The limit is at the discretion of the management.
- (e) A volunteer shall work in the organization for as long as she/he is available and the organization has allowed him/her to work in the organization.
- (f) A volunteer must possess basic qualifications in the area of their specialization
- (g) Under no circumstances shall a volunteer be entitled to salary and other benefits accruing to the other members of staff.

5.23 3.11 Succession Planning

FAWS will endeavour to carry out succession planning in order to guarantee business continuity and sustenance. The succession planning will provide a plan and process for addressing the changes that will occur when employees leave the organization. The succession planning will focus on the most senior positions although all key positions will be included in the plan. (Key positions in this case will be defined as those positions that are crucial for the operations of FAWS and are deemed difficult to replace because of skill, seniority and/or experience).

The succession planning will involve:

1. Summarizing the profiles of all the current senior managers and key position holders with details including, the name, position, number of direct reports, performance rating, next promotion level
2. Summarizing the profiles of potential successors (at least two), with details of their current positions and qualifications.

MANAGEMENT SUCCESSION SCHEDULE					Ed/Manager:		
Existing Managers					Potential Successors		
Name	Position	Number of direct reports	Performance Rating	Position promotable to	Names 1st & 2nd choice	Positions	Qualifications and skills set

3. Existing managers will use the succession plan to develop and mentor their potential successors.

5.24 3.12 Staff Redeployment/ New Hires

- (a) FAWS reserves the right to determine where employees shall be stationed.
- (b) FAWS also reserves the right to redeploy the employee to any other position, department or location within the organization.
- (c) All FAWS employees are liable to redeployment to an area of operation as the organization shall deem necessary.
- (d) Redeployment will be defined as movement literally or downward within the same or different locations or departments.
- (e) Redeployment will be considered as an option to retain short term employees with good skills after their respective projects wind up. The decision to retain such employees will

be at the discretion of the management

1. When redeployment is needed or required, the immediate supervisor in consultation with the Head of Department will notify the Human Resource department about the intended redeployment.
2. The Human Resource Manager will consult the other heads of department about possible vacancies or opportunities for redeployment.
3. The final placement will be made based on employee abilities and specifications, job requirements and availability of positions.
4. The Human Resource Department will finalize the timing and other pertinent preparations for redeployment.
5. If the redeployment involves relocation to any other area within the country the colleague will be provided with the following:
 - Lodging and meals for ten days to facilitate finding suitable permanent accommodation
 - A one-time relocation allowance of Kshs. 20,000/=.

5.25 3.13 Knowledge Management

FAWS will endeavour to develop and maintain an efficient Knowledge Management system for the dissemination and utilization of knowledge towards improving the quality of FAWS services. This shall be done in the following ways:

The IT department will collaborate with the offices of the Ed, Programs and the Ed, Organization Development to create a digital library via an online portal that will house resources that can be accessed by all FAWS staff. These resources include:

1. Academic papers
2. Relevant research findings
3. Write ups/reports on FAWS interventions
4. Proposals
5. Educational materials
6. Maps with geographical locations and other logistics of FAWS presence in Kenya

The online portal will allow for interactive communication/feedback via a discussion forum. The Human Resource Department will on a monthly basis compile and circulate a newsletter via email to all staff providing the latest updates on the organization's operations, staff and events. The Human Resource Department will on a periodic basis organize knowledge sessions to maintain awareness levels for all staff.

6 CHAPTER FOUR

7 GENERAL CONDITIONS OF WORK

7.1 4.1 Code of Conduct Policy Statement

The objective of this policy is to establish principles of conduct for employees. FAWS will endeavour to uphold honesty and integrity from employees in all areas of operations irrespective of rank, department or role.

(a) The following principles shall govern the operations of FAWS

- Operating Corporate Principles:
 - Zero-tolerance to corruption
 - Transparency in all fund operations
 - Equity in service delivery
 - Collective recognition of human rights
 - Work culture
 - Personal integrity
 - Performance oriented
 - Team work
 - Non discrimination
 - Support for each other
 - Social ethics
 - Recognition of moral standards
 - Respect for all
1. To maintain the highest standard of discipline and ethics in FAWS work force.
 2. To uphold and sustain high standards of professionalism, honesty, dignity and integrity at FAWS.
 3. To promote FAWS Vision, Mission and Values and portray a positive image to the Organization's stakeholders.

7.2 4.2 Hours of Work

- (b) The required working hours within the organization will be a minimum of forty (40) working hours per week. All staff will be required to complete timesheets every end of the month for their salaries to be processed.
- (c) The Head of departments are required to establish normal working time of 40 hours per week for all employees. Normally this schedule is based on five eight-hour days followed by 2 days off. (Weekend).

- (d) The official working hours are 8.00am to 5.00pm, Monday to Friday with a one-hour (1-2pm) lunch break.
- (e) An employee may not 'work through lunch' to cover for hours lost by coming in late or leaving early unless under prior arrangement or as per provisions provided for a mother proceeding from maternity leave as highlighted later in this manual.
- (f) An employee may be required to work outside the normal working hours from time-to-time depending on the exigencies of duty.
- (g) In certain circumstances however, it may serve the best interest of the organization to deviate from this regular schedule.
- (h) All employees will be expected to submit monthly timesheets duly completed and signed by their supervisor to the Human Resources Manager for payroll action. Timesheets must be filled in correctly and white out MUST not be used to correct errors. Employees who do not submit their timesheets on time will not receive their salaries on time.
- (i) Departmental heads are authorized to make exceptions when such exceptions are needed in order to aid the organization in carrying out its activities effectively and efficiently or where adherence to the regular schedule is deemed not viable.
- (j) Departmental heads have authority to adjust work schedules on individual basis. The reasons for this include training and education, personal needs, emergencies, compensatory time and leave of absence. This however should be done in consistence with this Human Resource Policies and Procedures Manual in such areas as equal treatment of employees to avoid favouritism and discrimination.

7.3 4.3 Transport For Employees

- (k) It is the responsibility of the employees to report to their designated place of work at the prescribed starting time each day. FAWS will not provide transport to and from employee's home.
- (l) Transport for official duties may be made upon request and subject to availability of transport and/or funds.
- (m) No unauthorized person shall be permitted to use, drive or issue instructions regarding the organization's motor vehicle(s).

7.4 4.4 Sickness and Injury while on Duty

- (n) All employees shall report any sick offs to their supervisors. In the event where the supervisor is not there, any senior officer within the premises shall be alerted.

Employees who are away from work due to illness will be required to produce a sick off sheet from a registered medical practitioner within two days, failure to which will lead to the deduction of lost days from their annual leave

- (o) In the event of an accident within FAWS premises, or while on the job, the organization will comply with the obligations of the occupier as directed in OSHA (Occupational Health and Safety Act) and WIBA (Work Injury Benefits Act).

7.5 4.5 Customer Relations

The success of FAWS depends on the quality of relationship within the organizations and between the organization and the outside community. All employees should promote good will by:

- Acting competently
- Communicating pleasantly and respectfully
- Following orders and questions promptly
- Taking pride in the assigned responsibilities
- Using authority appropriately but with care.

7.6 4.6 Use and Care of Organization's Facilities

All employees are expected to use and care for the organization's facilities. These shall include but not limited to Motor vehicles, telephones, computers and the internet. All employees should ensure proper and effective use of organization facilities. Care should be taken on the operation of the items. All facilities provided by FAWS should be used for the benefit of the organization.

8 CHAPTER FIVE

9 COMPENSATION AND BENEFITS ADMINISTRATION

9.1 5.1 Policy Statement

FAWS salary administration policy aims at attracting, retaining and motivating staff at all levels. Employee salaries shall be paid to all employees before the end of every month. Salaries shall be paid to employees directly to the bank account provided, by check or in the mode stipulated in the employee contract agreement. Salaries shall be payable less the prevailing statutory deductions and authorized deductions such as;

PAYE: Pay As You Earn.

NSSF: National Social Security Fund.

NHIF: National Hospital Insurance Fund.

Gratuity/Pension. (Where applicable)

Explicit authority for deduction from the employee in writing.

As per the Employment Act 2007, each employee shall be issued with **a pay-slip** indicating all the details of the monthly salary paid and deductions made.

Casual employees shall be paid at the end of the day of service or at such intervals as may be agreed between the employee and the organization – this however must be paid based on a daily wage rate.

Temporary employees shall be paid at the end of each month and based on actual days worked during the period or on completion of agreed assignment whichever date is earlier.

9.2 5.2 General Payment of Salaries Guidelines

- a) FAWS shall reward employees for their skills and accomplishments. Employees shall be given adequate pay in form of salaries, benefits and incentive pay for outstanding performance.
- b) An employee shall only be placed in the salary grade appropriate to the designation of the post and at the annual negotiated salary.
- c) Salaries shall be paid directly to employees' bank accounts or in the mode stipulated in the employment contract agreement.
- d) Each employee shall be issued with a pay-slip indicating all the details of the monthly salary paid and deductions made.

e) Salary increments shall be annual. The senior management of the organization will determine the actual rate and time of such increments. However increments shall be influenced by: availability of funds; performance appraisal results; local market rates, Merit; Salary adjustments and promotion.

f) Salaries shall be payable less the prevailing statutory deductions and authorized deductions such as:

— Any amount due from the employee as a contribution to NSSF, NHIF, PAYE as applicable and any other approved scheme, e.g. the provident fund contribution.

- Any amount equal to the amount of any shortage of money belonging to the organization that was entrusted to him/her.
- Any amount paid to an employee in error as salary or allowance in excess of the amount of salary due to him/her.
- Any other deduction authorized in writing by the employee e.g. loan payment.

g) Casual employees shall be paid at the end of the day of service or at such intervals as may be agreed between the employees and FAWS. This however must be paid based on a daily wage rate.

h) Temporary employees shall be paid at the end of each month and based on actual days worked during the period or on completion of agreed assignment whichever date is earlier.

i) All employees should have a take home salary of not less than a third of their gross salary after statutory deductions and other authorized deductions have been done.

9.3 5.3 Taxation

j) All income and benefits including termination benefits arising during employment shall be subject to income tax in accordance with the taxation laws of Kenya and taxation shall be effected at source.

k) There is no exemption from payment of statutory deductions

l) Consultants and temporary employees are also to be taxed at source in accordance with the prevailing rates of taxation.

m) Wages paid to casual employees will not subject to taxation [employer's guide to PAYE – 2007edition].

10 CHAPTER SIX

11 PERFORMANCE MANAGEMENT

11.1 6.1 Performance Agreements and Job Description

FAWS is a performance-oriented organization. The organization expects all employees to thrive towards and maintain set standards. As a means to enhance accountability and responsibility for performance, FAWS will maintain a transparent method of performance standards that will be based on objectives and Key Performance Indicators. Both performance agreements and the job description will be required for all employees. All job descriptions must be signed by the employee and his/her supervisor.

In developing a performance agreement, the employee and supervisor shall set the employee objectives for the year in line with FAWS overall objectives and employees revised job description. Performance standards shall be reviewed periodically. Failure on the part of employee to live up to set performance standards will be regarded as inability to render satisfactory service. Employees with superior performance shall be recognised. This shall be done either in terms of recognition, remuneration, promotion and selection for training depending on availability of funds.

11.2 6.2 Performance Appraisal

All employees will be appraised annually with the objective of determining and improving performance in the job.

- (a) Performance appraisal will be in writing and it will be carried out jointly by the employee and his/her supervisor.
- (b) All supervisors shall inform employees in advance of the performance standards (discuss with them to see what can be achieved and within what duration).
- (c) Performance appraisals shall have clearly defined rating grids and explanations of what the scoring and ratings used stand for so as to ensure clarity of ratings.
- (d) Performance appraisals shall form the basis for staff training and development plans
- (e) The appraisal process shall be aimed at being a tool to enhance motivation and commitment by providing regular and scheduled opportunities for feedback on performance and discussion of work related problems as well as suggestions for improvement.
- (f) Feedback for performance appraisal will use the 360 degrees approach and will be drawn from:

1. The employees own self-assessment: Self-assessment will be based on the agreed upon Key Performance Indicators.

2. Feedback from colleagues who are nominated by the employee and contacted directly by the supervisor. This feedback is based on competencies identified by the immediate supervisor which are deemed as important in meeting the Key Performance Indicators. These include competencies such as teamwork, initiative, interpersonal skills etc.
3. Feedback from the supervisor: Feedback from the supervisor will be based on the agreed upon Key Performance Indicators as well as any other significant work related achievements.

- (i) Both positive and negative points of the employee shall be discussed between him/her and the supervisor. Either party shall justify reason for awarding such points.

The performance appraisal process will also involve developing the professional Development Plan of the employee by identifying the professional job or career growth goals and the support (resources, training, experience, etc.) which would benefit professional growth goals in the coming year. The feedback from this process will be used in developing the training needs analysis. The performance appraisal tool is presented in **Appendix 5**.

11.3 6.3 Recognition and Rewards

FAWS shall develop a system to recognize exceptional performance that may or may not be monetary. These shall include but not limited to:

11.4 6.3.1 Merit Increment

- a) A merit increment refers to a percentage increase on an employee's basic or consolidated salary and which is pegged on an employee's performance
- b) The percentage increment for merit shall be determined each year by FAWS management. Implementation of merit increments will however be subject to availability of funds
- c) Merit increments shall be forfeited for employees who have had at least one documented disciplinary action case over the period in review
- d) Merit increments shall only apply to those employees who have served for a period of not less than twelve (12) consecutive months. However in the case of employees serving on employments contract of less than one year, appraisals will be carried out at the end of the financial year and the merit increment prorated based on the months worked as at that date.

11.5 6.3.2 Promotion

- e) An employee with exemplary performance after performance appraisal may be promoted (moved to a higher salary grade) as a way of recognizing their contribution.
- f) In evaluating an employee's qualifications for promotion, FAWS shall give emphasis to the employee's merit and ability while, in addition, taking into account his/her experience, work performance, length of service, professional credentials and seniority.
- g) A serving employee who is recommended for promotion to a new position (with new duties and responsibilities and possibly new station) shall receive a new job description for the position.
- h) Such a promotion to a new and more senior position shall be subject to the approval of the management and/Oversight Board.

11.6 6.3.3 Progression within a Scheme of service/Existing Salary Structure

As stated earlier, FAWS shall have an equitable and objective salary structure that is capable of allowing for annual adjustments. In adopting an appropriate salary structure/scheme of service, the step approach structure is recommended as it allows for annual increments where an employee's salary can grow each year subject to performance appraisal.

11.7 6.3.4 Other Rewards

Other rewards for performance may include:

- A onetime monetary bonus for exceptional performance,
- Written or verbal commendation to the employee which must be documented and filed in the employee personal file
- Recognition awards or trophies
- Sponsorship
- Long Service Awards such as plaques and gift vouchers
- The value of the reward or bonus awarded will not exceed the value of an employee's monthly consolidated salary. Any exceptions shall however, be handled at the discretion of FAWS management.

11.8 6.3.5 Staff Training and Development

FAWS recognizes the vital role of staff training and development in ensuring availability of efficient and effective staff. This enables employees to enhance their skills and knowledge relevant to the present and future responsibilities.

Process

Mechanisms for effective staff development involve identifying, implementing and evaluating group and individual staff development. Individual development needs may be identified during appraisal reviews and documented through the performance management system. Group staff development needs will emanate from organizational focus and priorities e.g. new innovations, change in systems etc.

The HR unit will co-ordinate the annual development programme within each program. Where applicable a staff training committee, consisting of SMT representatives should be set up to prioritise the focus of training on an on-going basis.

Focus of staff training and development

Staff training and development needs can be identified in the following ways:

- i. **Organisational needs:** These include inducting new staff; promoting fruitful links between staff in different areas; preparing staff for change, training staff for new duties and positions, leadership and team building skills development; informing staff of new policies, systems and processes; and preparing staff to carry out more complex levels of responsibility within the organization;
- ii. **Occupational/technical needs:** These include skills and knowledge connected with performing the duties of specific positions and with maintaining expertise in the relevant occupation or discipline; which are targeted at specific groups and/or individuals to ensure maintenance or enhancement of technical skills;
- iii. **Individual needs:** These include job satisfaction, skills development and career paths; as determined by the individual and/or supervisor usually through the performance management system (personal development plans). Such needs are targeted at improving job performance;

11.9 6.3.6 Training

FAWS employees are entitled to further training in their area of specialization subject to availability of funds.

- (a) The training shall be for short courses not exceeding six months.
- (b) The training needs analysis process will be guided by information from the employees' personal development plans.

- (c) The training costs shall be met or reimbursed by FAWS.
- (d) The HR and training committee members and the employee's immediate supervisor shall approve for such courses.
- (e) Workshops and seminars shall be held for FAWS staff.
- (f) Selection for training in this category shall be based on identified needs in line with the goals of FAWS and it shall be carried out in a fair and just manner in line with equal opportunities policy of the organization.

11.10 6.3.7 Development

Development shall be achieved through training and promotion and upgrading.

- i) FAWS shall encourage and provide opportunities for staff development by way of promotion or upgrading of qualified and competent staff to senior positions whenever an opportunity occurs.
- j) Selection for promotion and up grading will be done based on academic and professional qualifications, merit, ability and experience.
- k) A letter of promotion or upgrading shall be issued stating the new designation, salary, grade and other changes connected to this act.

12 CHAPTER SEVEN EMPLOYEE BENEFITS

12.1 7.1 Employee Benefits

FAWS benefit structure seeks to build a supportive and caring culture for FAWS staff, ensuring sustenance in a competitive market but also recognising the staff's responsibility to their immediate family.

FAWS will provide the following benefits to all employees;

1. Retirement benefits scheme – 10%
2. Medical cover_ 9%
3. Insured benefits (WIBA/GL) – 4%
4. Staff Training and development – 2%

12.2 7.2 Insured Benefits

All FAWS staff will be covered under a WIBA/Group Life insurance scheme as per the Work Injury Benefits Act. The scheme covers the following accident related incidences:

5. Death
6. Permanent total disablement
7. Temporary total disablement
8. Medical expenses and evacuation expenses

12.3 7.3 Group Life Cover

FAWS covers employees in the event of death while still in employment. The amount is payable to the employees designated next of kin.

12.4 7.4 Medical Benefits

- (a) A FAWS employee becomes a member of the organizations medical scheme upon appointment.
- (b) Unless otherwise stated, membership entitles medical assistance to the permanent employee, one spouse and a maximum of three own children below the age of twenty-one years. For the purpose of administration of the scheme, employees are required to furnish the HR manager with their dependants' names, ages and relationship to the employee.
- (c) The medical cover is for both in-patient and outpatient situations.
- (d) For out-patient services, staff will visit the appointed medical provider centres.

12.5 7.5 Retirement Benefit Scheme

- (a) All FAWS employees are entitled to a registered contributory retirement scheme.
- (b) The employee's contribution is 5% of their basic salary whilst FAWS shall contribute 10% of the basic salary.

*** Any other seniority benefits shall be paid to relevant employees based on appendix 10 which is subject to review from time to time.**

13 CHAPTER EIGHT

14 STAFF WELFARE

14.1 8.1 General Statement

FAWS shall have a staff social welfare to support emerging employee welfare issues. All members of staff are encouraged to join the existing staff welfare and make the necessary contributions so as to benefit from the welfare support.

Employee welfare will address the following matters:

- a) Death or terminal illness of close family member
- b) Celebration of the birth of a child
- c) Wedding celebration and other celebrations as may be determined by the members of the staff social welfare
- d) Other opportunities for personal development such as organizing of health talks, personal investment talks among others and as determined by the social welfare.

14.2 8.2 Long Service

- (a) When a member of staff, who has served FAWS for a long time, that is, two or more contracts of service, wishes to leave the organization, the organization will formally and officially acknowledge him/her.
- (b) A token of appreciation in kind shall be given to the member of staff by the management.

15 CHAPTER NINE

16 LEAVE MANAGEMENT

16.1 Annual Leave

- (a) FAWS employees are entitled to an annual leave amounting to 21 working days. This shall be indicated in employee's employment contract
- (b) Annual leave shall be scheduled one month in advance to minimize interfering with operation of the organization. This will be a joint responsibility of the employee and the supervisor
- (c) If leave is cancelled, a new arrangement shall be made.
- (d) No employee shall forfeit leave or other forms of vacation because it was not taken during the specified work frame. However, no employee shall carry forward more than ten (10) days to the next year unless approved by the management.
- (e) To obtain leave approval, an employee shall fill and table a fully completed leave form to the supervisor who shall sign and forward it to the HR Manager for final approval (**Appendix 6**)
- (f) Annual leave shall be prorated for employees working on contract that runs for a period of less than 12 consecutive months

9.2 Study Leave and Leave of Absence

- (a) All staff undergoing training or in education programs are entitled to examination leave amounting to specific examination days plus one day off before the examination. However, eligibility for examination leave is subject to provision of a timetable duly signed by the examining institution.
- (b) In situations where an employee makes his/her own arrangements for study, which the organization deems relevant and advantageous, the organization shall grant leave for the whole duration of the course or to a maximum of one year whichever comes first. This will be approved by the **Executive Ed**. This leave however shall be without pay.
- (c) An employee on study leave shall not earn annual leave in the year (s) the study leave was taken.
- (d) Leave of absence will be unpaid
- (e) During leave of absence, the employee will continue to be eligible for medical cover up to the period of paid up premiums.
- (f) An employee who has received an approved leave of absence is eligible to return to pay roll upon completion of the leave period. However, reinstatement is subject to organization's need for employees.

9.3 Paternity and Maternity Leave

- (a) All FAWS male employees are entitled to a paid annual Paternity leave amounting to 10 working days (two weeks) during confinement of the spouse.

- (b) All FAWS female employees are entitled to maternity leave amounting to **(90 calendar days)** in accordance with the provisions of the Employment Act (2007).
- (c) A female employee who has taken 60 working days as maternity leave shall not forfeit her annual leave for that particular year.
- (d) A female employee who has earned her annual leave can combine her annual leave and her maternity leave following approval by the supervisor.
- (e) A female employee who takes maternity leave shall not incur any loss of privileges during such periods.
- (f) Should it be necessary to extend maternity leave beyond the period of 90 calendar days, the period of extension will be regarded as sick leave if a doctor certifies this extra period as being necessary.
- (g) An employee proceeding on maternity leave must notify his/her supervisor of her expected due date and the expected date of resuming work.
- (h) Upon return to work after maternity leave, a female employee shall be entitled to work half day for a further period of **one month**.
- (i) After the first month of resumption of duty, a female employee from a maternity leave will be allowed two hours every day to go and breast feed the baby. This can be done in the morning, over lunch hour or by the end of the day. This shall be allowed for a period of **two months. During this time, employee shall not be entitled to lunch break**

9.4 Sick Leave

- (a) This is leave that is taken on account of illness and must be supported by a medical certificate from a registered medical practitioner within two days, otherwise will be deducted from annual leave or respective disciplinary action shall be taken.
- (b) After two consecutive months of service with his employer, an employee shall be entitled to sick leave of not less than seven (7) working days with full pay and thereafter to sick leave of seven (7) working days with half pay, in each period of twelve consecutive months of service. However, this is subject to provision of a sick sheet duly signed by the company's medical provider officer.
- (c) The medical officer has the authority to grant more or less days.
- (d) Application for sick leave must be filled within two days.
- (e) An employee who has worked for less than 5 years and is hospitalized or temporarily incapacitated is entitled to three (3) months sick leave on full pay and thereafter to another 3 months on half pay.
- (f) An employee who has worked for more than 5 years and is hospitalized or temporarily incapacitated is entitled to six (6) months sick leave on full pay and thereafter to another 3 months on half pay.

- (g) After this period, a medical practitioner shall examine the employee and certify whether the employee is fit to return to work.
- (h) An employee who cannot return to work after the said examination shall be entitled to a further three (3) months leave without pay.
- (i) An employee who is unable to attend work on the grounds of sudden illness must inform the HR and Administration Manager or any other senior officer who is available at that time in no later than two days.

9.5 Compassionate Leave

- (a) All employees will be eligible for compassionate leave of seven working days in case of death of his/her spouse or child and five working days for a brother, sister, parent of father/mother in law. Otherwise, the employee is entitled to only one day to attend the burial.
- (b) Any days above the stipulated compassionate leave shall be deducted from an employee's annual leave.

9.6 Compulsory Leave/Suspension/Administrative Leave

- a) An employee who has been sent on compulsory leave shall be entitled to full pay for one month and another one month with half pay, awaiting completion of investigation as a result of an alleged offence
- b) If the duration of investigation extends, the employer may terminate salary payment but this can be reimbursed if the alleged offence is not proven and the employee is reinstated back to employment.
- c) Any outstanding annual leave in this circumstance shall be forfeited.

9.7 Terminal Leave

- (a) An employee who has become entitled to leave in terms of these regulations and whose contract of employment terminates before such leave has been taken shall upon termination be paid for the accumulated period at his/her current rate of pay.
- (b) Payment in lieu of leave will be calculated as follows:

CHAPTER TEN

DISCIPLINARY PROCEDURES

10.1 Staff Discipline

All employees have a basic duty to maintain the highest standard of discipline and ethics so as to give the organisation dignity, respect and good image in the eyes of the public.

Accordingly, FAWS employees must strive to adhere to all the laid out basic rules and regulations

10.2 Offences

Disciplinary action will be taken against any employee who:

- (a) Neglects, disregards or without sufficient reason fails to comply with instruction, regulations, standing order or departmental instructions.
- (b) Incapacitates him/herself for the performance of any of his/her duties by indulgence in any stimulant, alcoholic drink or intoxicating drugs, such as heroin, cocaine, marijuana, cannabis sativa, etc.
- (c) Is convicted by a court of law of any criminal offence.
- (d) Misappropriates misuses, misapplies or fails to account for FAWS funds and causes loss of any item belonging to the organisation.
- (e) Falsifies work records.
- (f) Uses FAWS time, material or equipment for personal work without any authorization.
- (g) Absents him/herself from designated place of work with no reason.
- (h) Maintains poor work performance standards.
- (i) Commits act of dishonesty.
- (j) Uses abusive or insulting language or behaves in a manner insulting to the employer or

to a person placed in authority over him/her.

This list of disciplinary offences is neither exclusive nor exhaustive and the **Executive Ed** may certify any other improper behaviour to be an act of misconduct deserving disciplinary action under these provisions.

10.3 Warning Procedures

- (a) Action will be taken only when investigations have been carried out thoroughly to ascertain the offence committed.

- (b) An employee whose work or conduct is unsatisfactory or otherwise commits an offence and does not warrant summary dismissal shall be warned on recommendation of the supervisor/head of department, using the following procedure:
- First offence – verbal warning which will not be filed in employee's personal/employment file.
 - Thereafter, two written warnings, each filed in an employee's personal record shall be issued.
- (c) An employee with three (3) valid warnings shall be liable for dismissal.
- (d) When an employee completes 265 continuous working days from the date of the second warning without further misconduct, the warning letter entered in his/her personal file shall be cancelled/withdrawn.
- (e) Once a written warning has been issued, an employee shall have the right to appeal against it in writing within forty eight (48) hours.
- (f) In all disciplinary cases, the offending employee shall be given an opportunity to be heard.

10.4 Suspension

- (a) When an employee fails to faithfully discharge his duties, subject to the provisions of any act or rule for the time being in force, the head of department and the **Executive Ed** may suspend such an employee from duty until the matter is fully investigated.
- (b) During suspension, an employee is not entitled to any pay.
- (c) An employee who has been on suspension and is subsequently reinstated shall be entitled to receive full pay in respect of the period of suspension.

10.5 Dismissal

- (a) An employee shall be dismissed if he/she commits any of the offences listed above and the results of the investigation prove that he/she is actually guilty.
- (b) An employee may be dismissed on medical grounds if he/she becomes incapable of performing his/her duties efficiently. However, this will be subject to a thorough medical examination to be carried out by an approved medical practitioner and a recommendation forwarded to the organization.
- (c) Dismissal on medical grounds shall only be taken after the stipulated procedures on sick leave are followed.

10.6 Summary Dismissal

The procedures for summary dismissal shall be in compliance with Employment Act Section 44 as follows:

1. Summary dismissal shall take place when an employer terminates the employment of an employee without notice or with less notice than that to which the employee is entitled by any statutory provision or contractual term.
2. Subject to the provisions of this section, no employer has the right to terminate a contract of service without notice or with less notice than that to which the employee is entitled by any statutory provision or contractual term.
3. Subject to the provisions of this Act, an employer may dismiss an employee summarily when the employee has by his conduct indicated that he has fundamentally breached his obligations arising under the contract of service.
4. Any of the following matters may amount to gross misconduct so as to justify the summary dismissal of an employee for lawful cause, but the enumeration of such matters or the decision of an employer to dismiss an employee summarily under subsection (3) shall not preclude an employer or an employee from respectively alleging or disputing whether the facts giving rise to the same, or whether any other matters not mentioned in this section, constitute justifiable or lawful grounds for the dismissal if:-
 - a) Without leave or other lawful cause, an employee absents himself from the place appointed for the performance of his work;
 - b) During working hours, by becoming or being intoxicated, an employee renders himself unwilling or incapable to perform his work properly;
 - c) An employee wilfully neglects to perform any work which it was his duty to perform, or if he carelessly and improperly performs any work which from its nature it was his duty, under his contract, to have performed carefully and properly;
 - d) An employee uses abusive or insulting language, or behaves in a manner insulting, to his employer or to a person placed in authority over him by his employer;
 - e) An employee knowingly fails, or refuses, to obey a lawful and proper command which it was within the scope of his duty to obey, issued by his employer or a person placed in authority over him by his employer.
 - f) In the lawful exercise of any power of arrest given by or under any written law, an employee is arrested for a cognizable offence punishable by imprisonment and is not within fourteen days either released on bail or on bond or otherwise lawfully set at liberty;or

- g) An employee commits, or on reasonable and sufficient grounds is suspected of having committed, a criminal offence against or to the substantial detriment of his employer or his employer's property.

Any complaints related to summary dismissal and unfair termination will be handled as outlined in section 47 of the same Act as follows:

1. Where an employee has been summarily dismissed or his employer has unfairly terminated his employment without justification, the employee may, within three months of the date of dismissal, present a complaint to a labour officer and the complaint shall be dealt with as a complaint lodged under section 71 of the Employment Act 2007.
2. A labour officer who is presented with a claim under this section shall, after affording every opportunity to both the employee and the employer to state their case, recommend to the parties what in his opinion would be the best means of settling the dispute in accordance with the provisions section 49 of the Employment Act 2007.
3. The right of the employee to present a complaint under this section shall be in addition to his right to complain to the Industrial Court on the same issue and to the right to complain of any other infringement of his statutory rights.
4. The right of an employee to make a complaint under this section shall be in addition to any right an employee may enjoy under a collective agreement.
5. For any complaint of unfair termination of employment or wrongful dismissal the burden of proving that an unfair termination of employment or wrongful dismissal has occurred shall rest on the employee, while the burden of justifying the grounds for the termination of employment or wrongful dismissal shall rest on the employer.
6. No employee whose services have been terminated or who has been summarily dismissed during a probationary contract shall make a complaint under this section.

10.7 Misconduct Likely to Involve Criminal Procedures

- (a) Where an employee commits misconduct that may also involve criminal proceedings FAWS shall carry out private and independent investigations and obtain a written statement from the employee.
- (b) Where the investigations reveal sufficient grounds to warrant dismissal, action will be taken to dismiss the employee summarily.

CHAPTER ELEVEN

GREVIANCE HANDLING PROCEDURES

11.1 Individual Grievances

An employee who is aggrieved by a decision/action affecting his/her terms and condition of employment is entitled to take the following action:

- (a) Seek an interview with his/her immediate supervisor who will endeavour to settle the matter.
- (b) If not satisfied, submit a complaint in writing to the head of department.
- (c) If not satisfied, he/she may report the matter to the HR Manager/**Executive Ed** in writing.
- (d) All complaints should be very specific and should avoid subjectivity. Clear explanation with example of actual situations must be given when airing a complaint as opposed to generalizations.
- (e) All complaints should be dealt with, within ten days of reporting.

11.2 Handling Grievances

- (a) An employee who feels he/she has been warned or reprimanded wrongly has a right of appeal – within the stipulated time in this manual.
- (b) The appeal shall be in writing and forwarded to the **Executive Ed**.
- (c) If the issue is too complicated, a disciplinary committee constituted within two weeks of report shall handle it.
- (d) The committee shall comprise of at least two SMT Members, that is, the **Executive Ed** or his appointee, HR Manager and others.

17 CHAPTER TWELVE

18 SEPARATION TERMINATION OF EMPLOYMENT

12.1 Resignation

An employee who wishes to terminate his/her services with FAWS will be required to give period of notice depending on the position in the organization:

- a. Three months' notice – **Executive Ed**
- b. One month's notice – All other staff

However, shorter notice periods may be negotiated at the management's discretion.

12.2 Termination of Contract

The procedures for Termination Notice shall be in compliance with Employment Act 2007, Section 35 as follows:

1. A contract of service not being a contract to perform specific work, without reference to time or to undertake a journey shall, if made to be performed in Kenya, be deemed to be—
 - a) Where the contract is to pay wages daily, a contract terminable by either party at the close of any day without notice;
 - b) Where the contract is to pay wages periodically at intervals of less than one month, a contract terminable by either party at the end of the period next following the giving of notice in writing; or
 - c) Where the contract is to pay wages or salary periodically at intervals of or exceeding one month, a contract terminable by either party at the end of the period of twenty-eight days next following the giving of notice in writing.
2. Subsection (1) shall not apply in the case of a contract of service whose terms provide for the giving of a period of notice of termination in writing greater than the period required by the provision of this subsection which would otherwise be applicable thereto.
3. If an employee who receives notice of termination is not able to understand the notice, the employer shall ensure that the notice is explained orally to the employee in a language the employee understands.

4. Nothing in this section affects the right-
 - a) Of an employee whose services have been terminated to dispute the lawfulness or fairness of the termination in accordance with the provisions of section 46; or

- b) Of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law.
- 5. An employee whose contract of service has been terminated under subsection (1) (c) shall be entitled to service pay for every year worked, the terms of which shall be fixed.
- 6. This section shall not apply where an employee is a member of-
 - a) A registered pension or provident fund scheme under the Retirement Benefits Act;
 - b) A gratuity or service pay scheme established under a collective agreement;
 - c) Any other scheme established and operated by an employer whose terms are more favourable than those of the service pay scheme established under this section; and
 - d) The National Social Security Fund.

Payment in lieu of notice shall be in compliance with the Employment Act 2007 section 36 as follows:

Either of the parties to a contract of service to which section 35(5) applies, may terminate the contract without notice upon payment to the other party of the remuneration which would have been earned by that other party, or paid by him as the case may be in respect of the period of notice required to be given under the corresponding provisions of that section.

A departing employee should complete a Clearance Form (**Appendix 7**) and exit interview form (**Appendix 8**)

12.3 Redundancy

Redundancy will be defined as per the Employment Act 2007 and will refer to the loss of employment, occupation, job or career by involuntary means through no fault of an employee, through the termination of employment at the initiative of the employer, where the services of an employee are superfluous and the practices commonly known as abolition of office, job or occupation and loss of employment. The following guidelines will apply:

1. The employee will be notified personally in writing and another notification sent to the labour officer.
2. Before declaring redundancy then due regard as to seniority in time and to skill, ability and reliability to each employee of the particular class at employees affected should be made.

FAWS shall ensure that final dues are prepared for the employee which shall include:

Severance pay of **30 days** for every complete year worked at the time of being declared redundant or one month's pay for every complete year worked.

Payment of unused leave, calculated at the rate of daily wage per day Pension or pension equivalent in line with the RBA regulations

Any other dues that FAWS may owe the employee

All the above less any outstanding dues owing from the employee

12.4 Summary Dismissal

- a) In case of summary dismissal, the labour law requirements must be fulfilled hence payment of the employee salary and benefits up-to the date of dismissal.
- b) Prior to summary dismissal, the employee will be informed of the decisions as stipulated earlier in this manual and he/she shall be advised to clear from his duties immediately.

12.5 Separation in Case of Death

- a) All employees shall be required to complete and update the list of beneficiaries which should be used to process their final dues in case of death.
- b) Upon death, the HR Manager shall process all the dues of the deceased employee as stipulated earlier in the manual.
- c) A clearance form shall be completed by the human resource department detailing clearance details of the deceased employee
- d) A copy of the death certificate shall be kept in the file of the employee.

12.6 Retirement

- (a) FAWS retirement age is 65 years. An employee shall be called upon to retire from service on reaching this retirement age.
- (b) An employee may retire or be retired prematurely on grounds of ill health at the behest of the organization or the employee him/herself on the basis of a doctor's medical report attesting to such infirmity of body or mind as to render the employee unable to perform his/her duties effectively recommending termination of employment.
- (c) In the event of dispute of the medical report, the company may seek a second medical opinion from one or two other doctors singly or jointly whose opinion shall be final. This shall be governed by the Employment Act which states that in event of dispute over the opinion given by a doctor appointed by the employer or the employee, the matter shall be referred to the labour Commissioner to appoint a Medical Board for determination and the decision of the Board shall be final.

- (d) Where the infirmity arises from an occupational injury at the place of work, the employee shall be covered under the Medical cover in accordance with the Work Injury Benefits Act.
- (e) An employee who retires in accordance with any of the above provisions will be eligible for payments of full retirement benefits for each completed year of service.
- (f) Depending on the nature of contract, an employee will be given adequate notice for retirement (between 3 months to one year before expiry of his contract).

12.7 Surrender of Organization's Property

- (a) All employees on leaving the service of FAWS shall not be paid any money due to them until property belonging to the organization is surrendered.
- (b) Before an employee is paid his final dues on discharge from employment, he/she shall be required to have a duly signed clearance certificate.

12.8 Certificate of Service

Upon the termination of his/her employment FAWS shall give every employee a certificate of service unless employment has continued for a period less than one month after confirmation of service. Every certificate shall contain:

- (a) The name of FAWS and its postal address
- (b) Name of the employee
- (c) Date when employment commenced
- (d) The nature and usual place of employment
- (e) The date when employment ceased

12.9 Testimonial and Confidential Reference

- (a) A testimonial or confidential reference may be issued at the request of an employee or a prospective employer.
- (b) Such testimonial or confidential reference shall give an honest and balanced assessment of the employee's performance and conduct during his/her period of service with the school.
- (c) The testimonial or confidential reference shall be given by the Supervisor or **Executive Ed.**
- (d) The above shall be issued at discretion of the organization.

CHAPTER THIRTEEN

STAFF WELFARE

13.1 Introduction

FAWS recognizes that, in addition to offering pay benefits, and a healthy working environment to employees, their emotional and social needs should also be catered for as they discharge their duties. It is the organization's social responsibility to promote welfare amongst its employees. In this regard, the organization will be involved in the following activities:-

13.2 Workplace Counselling

Counselling services will be offered as a deliberate attempt to assist employees to make a self-reflection of their dispositions in relation to the individual abilities to produce and deliver services to FAWS.

Counselling will involve the provision of information; write ups, interpretation of attitudes and feelings in relation to individual disposition and the working environment.

FAWS shall endeavour to provide such services using skilled counsellors trained from among the staff or source for the services from professional counsellors.

13.3 Recreation and Team Building

FAWS shall encourage healthy lifestyles for their employees. The activities will enhance the organization's public image and also serve as a forum for employees to interact in informal setting. The organization shall encourage members of staff through annual team building forums that allow them to bond and interact freely

13.4 Bereavement

Assistance for bereavement shall be in two forms:

- **Assistance to bereaved employees:** In the unfortunate event that FAWS loses a staff member through death, it will provide assistance to the relatives of the bereaved at an amount to be decided by the **Executive Ed** and the Board
- **Assistance to members of staff following death of immediate family members.** This will only include spouse, children and parents.

FAWS will extend support in the event of death

RECRUITMENT REQUISITION FORMAPPENDIX 1:

(To be completed for regular, temporary, internship/volunteers and consultancy employment)

1.0 JOB SPECIFICATION						
Vacancy Title		Grade/Pay Rate:	Programme/Department:	Reports To:	Work Station:	Length of Contract
Nature of contract: (tick one)			Position Status: (tick one)			Proposed Effective date of Employment:
Regular	Consultancy	Temporary	New	Continuation (if continuous, how long has the staff been on short-term)	Replacement	
Terms of Reference Summary <i>(Please Attach Comprehensive Terms of Reference or Job Description)</i> 1. 2. 2.0 Key Qualification/ Skills Areas <i>(Please attach comprehensive CV and certificates of candidate to be considered for the job. In case of consultancy please attach at least three proposals and analysis)</i> 1. 2.						
3.0 BUDGET VERIFICATION BY FINANCE OFFICE Program:..... Budget charge code:..... Confirmation of availability of Funds (Project Accountant):..... 4.0 5.0 Finance Manager's Signature :..... Date:.....						
6.0 RECRUITMENT VERIFICATION Comments from HR office : Signature:..... Office..... Date:.....						
7.0 AUTHORIZATION						
Programme/ Department Manager Name Signature: Date:				Executive Ed/Deputy Ed Name: Signature: Date:		



SCREENING FORM

Position:

Date:

Candidates Name:

Interviewer's Name:	Candidate Evaluation		
Interviewer's Title: Evaluation of Job Requirements			
Position Requirements	Score Max	Actual	Remarks
1. Education(5) <i>State minimum requirements:</i> Professional:			
2. Experience <i>State relevant areas of work:</i>			
Key skills Areas <i>List up to 5 skills with short descriptions to guide evaluation</i>			
4. Personality Attributes <i>List personal attributes that are necessary for the job e.g. ability to communicate well, personal presentation etc</i>			
5. Practical			
overall Rating for the position			

Recommendation	Check as applicable
Recommend candidate for further consideration for this position	
Do not recommend candidate for further consideration for this position	
Candidate not suitable for this position but is good potential for <i>(enter suggested position)</i>	
Retain in roster for <i>(Enter suggested position)</i>	

Signature.....

PERFORMANCE APPRAISAL TOOL

Part 1: Employee Self-Assessment

Part 1, Sections A, B and C should be completed by the employee and submitted to the supervisor prior to the review meeting.

SECTION 1A: ACHIEVEMENT REVIEW

Complete all four parts to describe your achievements for the previous period.

1. Review the performance objectives agreed upon for you to achieve in this period; describe your achievements and note whether or to what extent you have met the performance measure.		
Performance Objective	Measurable Evaluation Criteria	
	<i>Expectation</i>	<i>% Achievement</i>
a.		
b.		
c.		
d.		
e.		
2. Briefly describe what you consider your most important achievements and contributions since your last performance evaluation		
3. What goals do you wish you had accomplished since your last performance evaluation, but did not? What would have helped you to accomplish these goals?		
4. In what other major projects and activities did you participate since your last performance evaluation?		

SECTION 1B: PERFORMANCE PLAN FOR COMING PERIOD

When drafting performance objectives and measurable evaluation criteria for discussion with your supervisor, think about your most important job-related goals and responsibilities for the coming year. Prioritize up to five important objectives.

Performance Objectives – These are the key performance objectives within the employee’s areas of responsibility. Separate from project or department objectives, they indicate results for which the employee is held individually accountable. *Objectives* are also distinct from the *activities* which will be carried out to accomplish the objective.

- *Example:* To develop the skills of finance officers in pilot districts to approved standards.

Evaluation Criteria – This is the way in which success will be determined for the objective. Rather than being a complicated data collection system, this criteria states the observable measures for achievement.

- *Example:* All finances officers in six pilot districts successfully trained in standard curriculum.

You and your supervisor will review and revise the objectives and achievement measures during the evaluation meeting and reach agreement on the performance plan for the next period, which will form the basis of your next performance review.

	<i>Use this column to identify the objectives you want to achieve in the coming period. Remember the objectives concern your job performance and should be specific, and achievable within the period covered under this plan.</i>	<i>Use this column to state the how the achievement of the objective can be measured, e.g. observed or verified.</i>
1	Performance Objective:	Measurable Evaluation Criteria:
2	Performance Objective:	Measurable Evaluation Criteria:
3	Performance Objective:	Measurable Evaluation Criteria:
4	Performance Objective:	Measurable Evaluation Criteria:
5	Performance Objective:	Measurable Evaluation Criteria:

Please comment on how your supervisor and/or your team can help you to accomplish these objectives.

SECTION 1C: DRAFT PROFESSIONAL DEVELOPMENT PLAN

1. What professional job or career growth goals do you hope to achieve within the next three years? 2. What support (resources, training, experience, etc.) would benefit your professional growth goals in the coming year?
--

Part 2: Peer Evaluation.

The competencies listed below are based on FAWS's organizational mission, vision and values. They represent the behaviors employees must demonstrate in conjunction with their Key Performance Indicators. They will provide guidance for receiving feedback from the employee's peers.

Procedure

1. The immediate supervisor will identify at least three competencies to be evaluated. This will be identified by ticking appropriately in the competency model below.
2. At the end of the year, the employee will nominate five peers who will be required to give feedback based on competencies selected in (1) above. The nominated peers must be individuals who work closely with the employee but should not be limited to colleagues in the same department.
3. All feedback given by the peers will remain confidential and will **be submitted directly** to the supervisor. During the appraisal process the supervisor will aggregate the feedback to pick up any trends and **will not** under any circumstances disclose to the employee the specific source of the feedback.

<u>Please tick</u>	<u>Employees at the executive level</u>	<u>Please tick</u>	<u>Employees at Managerial Level</u>	<u>Please tick</u>	<u>All other employees</u>
	Leadership		Influence		Teamwork
	Change management		Team Leadership		Innovation
	Strategic Visioning		Change Management		Quality
	Organizational Development		Initiative		Integrity
	Capacity Building		Innovation		Collaboration
			Advocacy		Initiative
			Capacity Building		

4. The peer will provide performance feedback in the form below based on the selected aspects of the individual performance. Any other job related feedback is also encouraged. **All sections of the form must be filled** and specific examples must be given to make the feedback credible

Based on your own observation, please describe **how successfully** your colleague represented the competencies selected for evaluation *e.g. John Doe is good at teamwork and he demonstrated this very well when we worked together on project X where his role was to analyze graphs.*

- Exceptional – Performance at this level is clearly unique and far in excess of established expectations. The employee consistently exceeds expectations in the outcomes achieved in work quality, quantity and timeliness. The employee exhibits leadership among peers in all dimensions of work performed.
- Exceeds Expectations – Performance at this level often exceeds established expectations and standards for work quality, quantity and timeliness. The employee exhibits mastery of most dimensions of the field of work performed.
- Meets Expectations – Performance at this level is satisfactory on the established expectations and standards for work quality, quantity and timeliness. The employee competently achieves the requirements of the position. *By definition, most employees will fall within this category most of the time unless notable and documented performance merits another classification.*
- Below Expectations – Performance at this level is minimally capable and below the level expected of the employee. Improvement is needed in significant dimensions of the job in order to meet the expectations and standards for work quality, quantity and timeliness. The employee performing at this level may be denied merit increases until improved performance is demonstrated.
- Unsatisfactory – Performance at this level is unacceptable. The employee often fails to achieve basic requirements of the position and has exhibited little or no improvement in job performance. Staff performing at this level should not be continued in the position or placed on probation to monitor significant improvements within a fixed period of time.

SECTION 3C: PROFESSIONAL DEVELOPMENT PLAN

Summary of professional development activities for skills development and professional growth agreed between employee and supervisor for the upcoming time period (typically one year):

SIGNATURES

This performance appraisal has been discussed in a joint meeting. Signatures confirm that the review was held jointly between employee and supervisor, but do not necessarily indicate agreement with this evaluation.

Supervisor

Employee

Date

Date

COMMENTS

Employee's comments on the evaluation:

Supervisor's comments on the evaluation

GENERIC JOB TITLES AND GRADES

GRADE 1 EXECUTIVE

Executive Ed

GRADE 2 SENIOR MANAGEMENT TEAM/EDATE

Deputy Ed/Organizational Dev/HOP Technical Ed

Ed of Institute Ed of Finance Finance Manager

GRADE 3 FIRST LEVEL MANAGEMENT

Program Manager Technical Advisors Senior Program Officers

Program Development Manager HR & Administration Manager ICT Manager

Legal Officer

GRADE 4 PROFESSIONAL/PROGRAM OFFICER

Program Officers Program Accountants Finance Officer Communications Officer

Executive Secretary/PA to the Ed Auditor

Human Resources Officer Administration Officer Procurement Officer

IT Officer

GRADE 5 - PROGRAM ASSISTANT

Field Project Assistants/Field Associates/Associate Program Officers Finance/Admin Assistant

Cashier/Assistant Accountant Human Resources Assistant Program Assistant

GRADE 6 GENERAL SUPPORT STAFF (SKILLED)

Administrative Assistant Office Assistant

Driver

Receptionist/Telephone Operator Data Entry Clerk

GRADE 7 GENERAL SUPPORT STAFF (UNSKILLED)

Messenger/Cleaner Gardener

JOB GRADING

GRADE 1 EXECUTIVE							
1	2	3	4	5	6	7	20000PROG
150,000	170,000	190,000	210,000	230,000	250,000	300,000	
GRADE 2 SENIOR MANAGEMENT TEAM/ED							
1	2	3	4	5	6	7	20000PROG
100,000	120,000	140,000	160,000	180,000	200,000	220,000	
GRADE 3 MANAGEMENT I							
1	2	3	4	5	6	7	10000PROG
80,000	90,000	110,000	120,000	130,000	140,000	150,000	
GRADE 4 MANAGEMENT II (MID LEVEL MANAGEMENT)							
1	2	3	4	5	6	7	5000PROG
60,000	65,000	70,000	75,000	80,000	85,000	90,000	
GRADE 5 MANAGEMENT SUPPORT							
1	2	3	4	5	6	7	5,000PROG
40,000	45,000	50,000	55,000	60,000	65,000	70,000	
GRADE 6 GENERAL SUPPORT 1							
1	2	3	4	5	6	7	5,000PROG
25,000	30,000	35,000	40,000	45,000	50,000	55,000	
GRADE 7 GENERAL SUPPORT II							
1	2	3	4	5	6	7	5,000PROG
10,000	15,000	20,000	25,000	30,000	35,000	40,000	

18.1 This policy was developed in 2021 and reviewed in December 2022

18.2 Name:.....

18.3 Designation:.....

18.4 Signature:.....

18.5 Date:.....

18.6 Name:.....

18.7 Designation:.....

18.8 Signature:.....

18.9 Date:.....