



## HUMAN RESOURCE MANUAL

Kenya Hospices and Palliative Care Association (KEHPCA)  
P O Box 20854, 00202  
Nairobi, Kenya  
**E-mail:** [info@kehPCA.org](mailto:info@kehPCA.org)  
**Phone:** +254-20-2729302  
**Mobile:** +254-722 507219

## **TABLE OF CONTENTS**

<b>1.0 BACKGROUND .....</b>	<b>7</b>
<b>1.1 WELCOME TO KEHPCA.....</b>	<b>7</b>
<b>1.2 KEHPCA’S POSITION ON PALLIATIVE CARE .....</b>	<b>7</b>
<b>1.3 KEHPCA’S CORE AREAS OF WORK.....</b>	<b>8</b>
<b>1.4 VISION .....</b>	<b>8</b>
<b>1.5 MISSION .....</b>	<b>9</b>
<b>1.6 GOAL .....</b>	<b>9</b>
<b>1.7 VALUES .....</b>	<b>9</b>
<b>2.0 INTRODUCTION TO THE HUMAN RESOURCE MANUAL AND TO KEHPCA .....</b>	<b>10</b>
<b>3.0 SCOPE AND REVIEW OF THE MANUAL .....</b>	<b>11</b>
<b>3.1 INTERPRETATION, DEFINITION AND SCOPE .....</b>	<b>11</b>
<b>4.0 ORGANIZATION STRUCTURE AND FUNCTIONS.....</b>	<b>12</b>
<b>4.1 BOD OF DIRECTORS .....</b>	<b>12</b>
<b>4.2 BOD MEMBERS .....</b>	<b>13</b>
<b>4.3 FUNCTIONAL OFFICERS .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.14</b>
<b>4.4 KEHPCA’S MANAGEMENT TEAM .....</b>	<b>13</b>
<b>4.5 ORGANIZATIONAL STRUCTURE .....</b>	<b>14</b>
4.5.1 STAFF ESTABLISHMENT .....	15
<b>4.6 STAFF CLASSIFICATION .....</b>	<b>15</b>
4.6.1 FIXED FULL TIME CONTRACT STAFF .....	15
4.6.2 FIXED PART TIME CONTRACT STAFF .....	15
4.6.3 TEMPORARY STAFF .....	15
4.6.3 OTHER HUMAN RESOURCE SUPPORT .....	16
<b>4.7 INTERNAL CONSULTANCY / PART –TIME WORK.....</b>	<b>17</b>
<b>5.0 WORKPLACE POLICIES.....</b>	<b>17</b>
5.1 STANDARDS OF CONDUCT .....	17
<b>5.2 NON-DISCLOSURE/CONFIDENTIALITY .....</b>	<b>17</b>
5.3 OFFICE/WORK HOURS.....	18
<b>5.4 EMERGENCY CLOSINGS .....</b>	<b>18</b>
<b>5.5 PARKING.....</b>	<b>18</b>
<b>5.6 VISITORS IN THE WORKPLACE .....</b>	<b>19</b>

<b>5.7 INSURANCE ON PERSONAL EFFECTS .....</b>	<b>19</b>
<b>5.8 PUBLIC IMAGE .....</b>	<b>19</b>
<b>5.9 SUBSTANCE ABUSE .....</b>	<b>19</b>
5.9.1 TOBACCO PRODUCTS .....	21
<b>6.0 EMPLOYEE GENERAL CODE OF CONDUCT AND ETHICS .....</b>	<b>21</b>
<b>6.1 EQUAL OPPORTUNITIES.....</b>	<b>23</b>
<b>6.2 ATTENDANCE / PUNCTUALITY .....</b>	<b>24</b>
<b>7.0 RECRUITMENT AND PROBATION POLICY .....</b>	<b>24</b>
<b>7.1 NON-DISCRIMINATION.....</b>	<b>24</b>
<b>7.2 EMPLOYMENT OF CHILDREN.....</b>	<b>25</b>
<b>7.3 RECRUITMENT POLICY .....</b>	<b>25</b>
<b>7.4 RECRUITMENT OF INTERNS AND VOLUNTEERS.....</b>	<b>26</b>
<b>7.5 RECRUITMENT PROCESS .....</b>	<b>26</b>
<b>7.6 PROBATIONARY PERIOD FOR NEW EMPLOYEES.....</b>	<b>27</b>
<b>7.7 WRITTEN PARTICULARS FOR KEHPCA TO PROVIDE TO THE EMPLOYEE.....</b>	<b>28</b>
<b>7.8 ORIENTATION/INDUCTION OF NEW EMPLOYEES .....</b>	<b>28</b>
<b>7.9 PERSONNEL FILES.....</b>	<b>29</b>
<b>8.0 PERSONNEL DATA CHANGES .....</b>	<b>29</b>
<b>9.0 PAYMENT AND BENEFITS .....</b>	<b>30</b>
9.1.1 WAGE AND SALARY INCREASES.....	30
9.1.2 TIME-KEEPING.....	<b>ERROR! BOOKMARK NOT DEFINED.</b> 31
9.1.3 PAYDAYS AND STATEMENTS .....	30
9.1.4 BENEFITS AND SERVICES .....	30
9.1.5 SALARIES, WAGES AND OTHER EMOLUMENTS.....	30
9.1.6 ALLOWANCES .....	31
9.1.7 REIMBURSABLE ALLOWANCE.....	31
<b>10.0 SALARY ADVANCE .....</b>	<b>32</b>
<b>11.0 STAFF RETIREMENT BENEFIT SCHEMES .....</b>	<b>33</b>
<b>11.1 CONTRIBUTION RATES.....</b>	<b>33</b>
<b>12.0 LEAVE AND REST POLICY .....</b>	<b>33</b>
<b>12.1 WEEKLY REST.....</b>	<b>33</b>
<b>12.2 ANNUAL LEAVE .....</b>	<b>34</b>
<b>12.3 SICK LEAVE .....</b>	<b>35</b>

<b>12.4 CONVALESCENT LEAVE</b> .....	<b>35</b>
<b>12.5 MATERNITY/ ADOPTION LEAVE</b> .....	<b>35</b>
<b>12.6 PATERNITY LEAVE</b> .....	<b>35</b>
<b>12.7 LEAVE EARNED BY EMPLOYEE LEAVING SERVICE</b> .....	<b>36</b>
<b>12.8 UNPAID/ STUDY LEAVE</b> .....	<b>36</b>
<b>12.9 COMPASSIONATE LEAVE</b> .....	<b>36</b>
<b>12.10 PUBLIC HOLIDAYS</b> .....	<b>36</b>
<b>12.11 ABSENCE WITH NOTICE</b> .....	<b>37</b>
<b>13.0 PERFORMANCE MANAGEMENT POLICY</b> .....	<b>38</b>
<b>13.1 PURPOSE OF POLICY</b> .....	<b>38</b>
<b>13.2 EMPLOYEE SUPERVISION/LINE MANAGEMENT</b> .....	<b>38</b>
<b>13.3 STAFF APPRAISAL PROCEDURE</b> .....	<b>39</b>
<b>14.0 TRAINING AND DEVELOPMENT</b> .....	<b>40</b>
<b>14.1 TRAINING AND DEVELOPMENT POLICY</b> .....	<b>40</b>
<b>14.2 PROMOTION POLICY</b> .....	<b>40</b>
<b>15.0 HEALTH AND SAFETY</b> .....	<b>40</b>
<b>15.1 HEALTH-RELATED ISSUES</b> .....	<b>41</b>
<b>15.2 EMPLOYEE REQUIRING MEDICAL ATTENTION</b> .....	<b>41</b>
<b>16.0 HIV/AIDS AND COUNSELING POLICY</b> .....	<b>42</b>
<b>16.1 GUIDING PRINCIPLES</b> .....	<b>42</b>
<b>16.2 RECOGNITION OF HIV AND AIDS AS A WORKPLACE ISSUE</b> .....	<b>42</b>
<b>16.3 NON-DISCRIMINATION</b> .....	<b>42</b>
<b>16.4 SAFE AND HEALTHY WORK ENVIRONMENT</b> .....	<b>42</b>
<b>17.0 EMPLOYMENT RELATIONS</b> .....	<b>43</b>
<b>18.0 DEFINITIONS</b> .....	<b>43</b>
<b>18.1 WORKPLACE HARASSMENT MEANS:</b> .....	<b>43</b>
<b>18.2 WORKPLACE VIOLENCE MEANS:</b> .....	<b>43</b>
<b>18.3 HARASSMENT, INCLUDING SEXUAL HARASSMENT</b> .....	<b>44</b>
<b>19.0 DISCIPLINARY AND DISPUTE SETTLEMENT PROCEDURE</b> .....	<b>45</b>
<b>19.1 GRIEVANCE HANDLING PROCEDURE</b> .....	<b>45</b>
<b>19.2 COURT DISPUTE SETTLEMENT PROCEDURE</b> .....	<b>46</b>
<b>19.3 CORRECTIVE/DISCIPLINARY ACTIONS</b> .....	<b>47</b>
<b>20.0 TERMINATION, DISMISSAL AND SEPARATION POLICY</b> .....	<b>48</b>
<b>20.1 EMPLOYMENT TERMINATION</b> .....	<b>48</b>

<b>20.2 NOTIFICATION AND HEARING BEFORE TERMINATION .....</b>	<b>50</b>
<b>20.3 PROOF OF REASON FOR TERMINATION .....</b>	<b>50</b>
<b>20.4 SUMMARY TERMINATION/DISMISSAL .....</b>	<b>51</b>
<b>20.5 NOTICE PERIODS .....</b>	<b>52</b>
<b>20.6 STAFF EXITS/SEPARATION .....</b>	<b>52</b>
20.6.1 NORMAL RETIREMENT .....	52
20.6.2 RETIREMENT ON PUBLIC INTEREST .....	53
20.6.3 RETIREMENT ON MEDICAL GROUNDS .....	53
20.6.4 RESIGNATION .....	53
20.6.5 REDUNDANCY.....	53
20.6.7 DISMISSAL .....	54
<b>20.7 CLEARANCE ON LEAVING THE SERVICE .....</b>	<b>54</b>
<b>20.8 CERTIFICATE OF SERVICE .....</b>	<b>54</b>
<b>21.1 APPENDIX 1:EMPLOYEE REQUISITION FORM .....</b>	<b>55</b>
<b>21.2 APPENDIX 2: EMPLOYMENT APPLICATION FORM .....</b>	<b>57</b>
<b>APPENDIX 3: CANDIDATE ASSESSMENT FORM.....</b>	<b>61</b>
<b>21.3 APPENDIX 4: PERSONAL RECORDS FORM .....</b>	<b>62</b>
<b>21.4 APPENDIX 5: LEAVE APPLICATION FORM .....</b>	<b>64</b>
<b>21.6 APPENDIX 6: PERFORMANCE REVIEW FORM .....</b>	<b>66</b>
<b>21.7 APPENDIX 7: PERFORMANCE IMPROVEMENT PLAN.....</b>	<b>68</b>
<b>PERFORMANCE IMPROVEMENT PLAN (PIP).....</b>	<b>68</b>
<b>21.8 APPENDIX 8: GRIEVANCE FORM.....</b>	<b>70</b>
<b>21.9 APPENDIX 9: EXIT INTERVIEW FORM .....</b>	<b>71</b>
<b>21.10 APPENDIX 10: CERTIFICATE OF SERVICE .....</b>	<b>72</b>

Acronyms

KEHPCA	Kenya Hospices and Palliative Care Association
ED	Executive Director
BOD	Board Of Directors

## 1.0 BACKGROUND

### 1.1 Welcome to KEHPCA

Welcome to the Kenya Hospices and Palliative Care Association (KEHPCA). We are pleased that you have joined the KEHPCA team. We hope you will find your employment with KEHPCA both personally and professionally rewarding. We value every member of our team and welcome you to our already existing committed team.

KEHPCA'S mandate is to ensure quality palliative care for all in Kenya. KEHPCA works with relevant stakeholders including; hospices and palliative care providers, the Ministry of Health and other relevant government ministries including, County governments department of health, nongovernmental organizations (NGOs), professional bodies, training institutions, community based organizations (CBOs), Faith Based Organizations (FBOs) individuals, the regional palliative care associations as well as international palliative care networks in advancing palliative care initiatives.

### 1.2 KEHPCA's position on palliative care

KEHPCA subscribes to the World Health Organization (WHO) definition of palliative care for both adults and children (WHO 2002). The WHO defines palliative care as:

***“An approach that improves the quality of life of patients and their families facing the problems associated with life-threatening illnesses, through the prevention and relief of suffering by means of early identification and impeccable assessment and treatment of pain and other problems, physical, psychosocial and spiritual.”***

Palliative care:

- Provides relief from pain and other distressing symptoms;
- Affirms life and regards dying as a normal process;
- Intends neither to hasten or postpone death;
- Integrates the psychological and spiritual aspects of patient care;
- Offers a support system to help patients live as actively as possible until death;
- Offers a support system to help the family cope during the patient's illness and in their own bereavement;

- Uses a team approach to address the needs of patients and their families including bereavement counselling if indicated;
- Will enhance quality of life, and may also positively influence the course of illness;
- Is applicable early in the course of illness, in conjunction with other therapies that are intended to prolong life, such as chemotherapy or radiation therapy, and includes those investigations needed to better understand and manage distressing clinical complications.’
- Begins when illness is diagnosed, and continues regardless of whether a child receives treatment directed at the disease.

The WHO also highlights the need for palliative care for children, stating: ***“Palliative care for children is the active total care of the child’s’ body, mind and spirit, and also involves giving support to the family.” (WHO 2002).***

Health providers must evaluate and alleviate a child’s physical, psychological and social distress. Effective palliative care requires a broad multi-disciplinary approach that includes the family and makes use of available community resources. It can be successfully implemented even if resources are limited. It can be provided in tertiary care facilities, in community health centres, and even in children’s homes’.

### **1.3 KEHPCA’s core areas of work**

- Access to treatment and care
- Communication, Community Engagement and Cultural Transformation
- Strengthening Health Systems
- Capacity Building
- Research, Information and Technology
- Organizational Growth and Sustainability

### **1.4 Vision**

“Quality palliative care for all in Kenya”



### **1.5 Mission**

"To promote and support acceptable, accessible and affordable quality Palliative Care for individuals and families by creating networks of informed and empowered institutions in Kenya"

### **1.6 Goal**

"To enhance provision of palliative care and improve the quality of life for persons affected with life threatening illnesses and their families"

### **1.7 Values**

KEHPCA ascribes to the following values:

- Excellence
- Compassion
- Accountability
- Team work

## **2.0 Introduction to the Human Resource Manual and to KEHPCA**

This manual is designed to acquaint you with KEHPCA and provide you with information about the working conditions, benefits, and policies affecting your employment. It is a guide to the KEHPCA personnel policy and procedures. The information contained in this manual applies to all employees of KEHPCA. Following the policies described in this manual is considered a condition of continued employment with KEHPCA. You are responsible for reading, understanding, and complying with the provisions of this manual. In the instance that clarity on any provision is required the administrator/Executive Director (ED) /in-charge should be consulted.

Our objective is to provide you with a work environment that is conducive to both personal and professional growth. We strive to ensure that all our policies and practices are implemented consistently and that they continue to serve the purpose for which they are designed. Issues that may arise which are not addressed by this manual will be addressed by the management team or by the Board of Directors (BOD) as deemed necessary. This manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this manual. However, since KEHPCA's business and organization is subject to change, it reserves the right to review all or any part of the policies, procedures, and benefits at any time. The main reviews will be made operational following the organization's strategic plan reviews. KEHPCA will notify all employees of these changes. Changes will be effective on the dates determined by the organization and after those dates all superseded policies will be null and void.

The policies elaborated in this manual may be changed be changed by the BOD from time to time and/or as advised by the Executive Director. You are encouraged to make suggestions through your immediate supervisor. If you are uncertain about any policy or procedure, speak with your direct supervisor. If you are uncomfortable discussing a particular issue with your supervisor, you have a right to consult the Executive Director.

This manual is compliant with the Constitution of Kenya, Employment Act of Kenya (CAP 226) and other relevant national legislations and ratified international legal instruments. Our employment policies are therefore within the framework of the country within which KEHPCA is a registered and legal non-profit making organization. The Executive Director is responsible to the BOD for all management and administrative functions, implementing the organization's policies and programmes and for the organization and assignment of staff. The Executive Director may delegate aspects of this responsibility, but retains final authority on these matters.

### **3.0 Scope and Review of the manual**

The scope of these policy and procedure guidelines shall apply to all the staff members of KEHPCA and shall be used as a reference in the day to day decision making in the Human Resource/Finance and Administration Department. This Human Resource Manual has been done in accordance with the various employment laws and acts of the Kenyan law and the law takes precedence. The manual will be updated following each KEHPCA Strategic plan review if additions or changes are required during the year.

#### **3.1 Interpretation, definition and scope**

- a) Unless otherwise stated or implied, words in the masculine gender include the feminine, words in the plural include the singular and words in the singular include the plural.
- b) Except as otherwise expressly provided herein, powers assigned to any employee under these terms can also be assumed by a senior employee in the Association.
- c) Staff Notices, Circulars and Instructions currently in operation will be regarded as part of the terms and conditions.
- d) Except as otherwise expressly provided herein, these terms shall apply to all Association employees engaged in accordance with these regulations.

#### **4.0 Organization Structure and Functions**

It is important for the employees to understand the governance and operational structures of the organization as this guides their communication and relationships in implementing their duties. The following should be noted by the employees:

- All staff communication with the BOD is channeled through the Executive Director or the designee.
- All BOD communication to the staff is channeled through the Executive Director or the designee.
- All operational decisions are made by the Executive Director.
- All policy decisions are made by the BOD.

Kenya Hospices and Palliative Care Association is comprised of the following management organs.

- Annual General Meeting.
- BOD of Directors and the standing committees.
- Executive Director
- Functional Officers.

#### **4.1 BOD of Directors**

The BOD is responsible for the formulation and control of the Association's policies and its management through the Executive Director. It consists of the Chairman, the Executive Director and the BOD Members.

KEHPCA's Executive Director is the liaison officer to the BOD. The executive committee will consist of the Chairman, the Vice Chair, the Honorary Secretary and the Honorary Treasurer.

The Finance committee consists of the: Chairperson; Honorary Treasurer; The Executive Director; The Legal Advisor and the Administrative Finance Officer.

## **4.2 BOD Members**

- a) Articulate and promote the organization's mission, vision, objectives, services, policies and programs.
- b) Attend all BOD meetings and functions and special functions of KEHPCA.
- c) Ensure that the organization is run according to the laid down policies and procedures.
- d) Take on special assignments of the organization from time to time as determined by the AGM and the BOD of Directors.
- e) Suggest possible nominees to the BOD who can make significant contributions to the work of the BOD and the organization.
- f) Keep up- to-date on developments in the organization's activities.
- g) Assist the BOD in carrying out its legal responsibilities, such as making policies, strategic plan and reviewing the organization's annual financial statements.

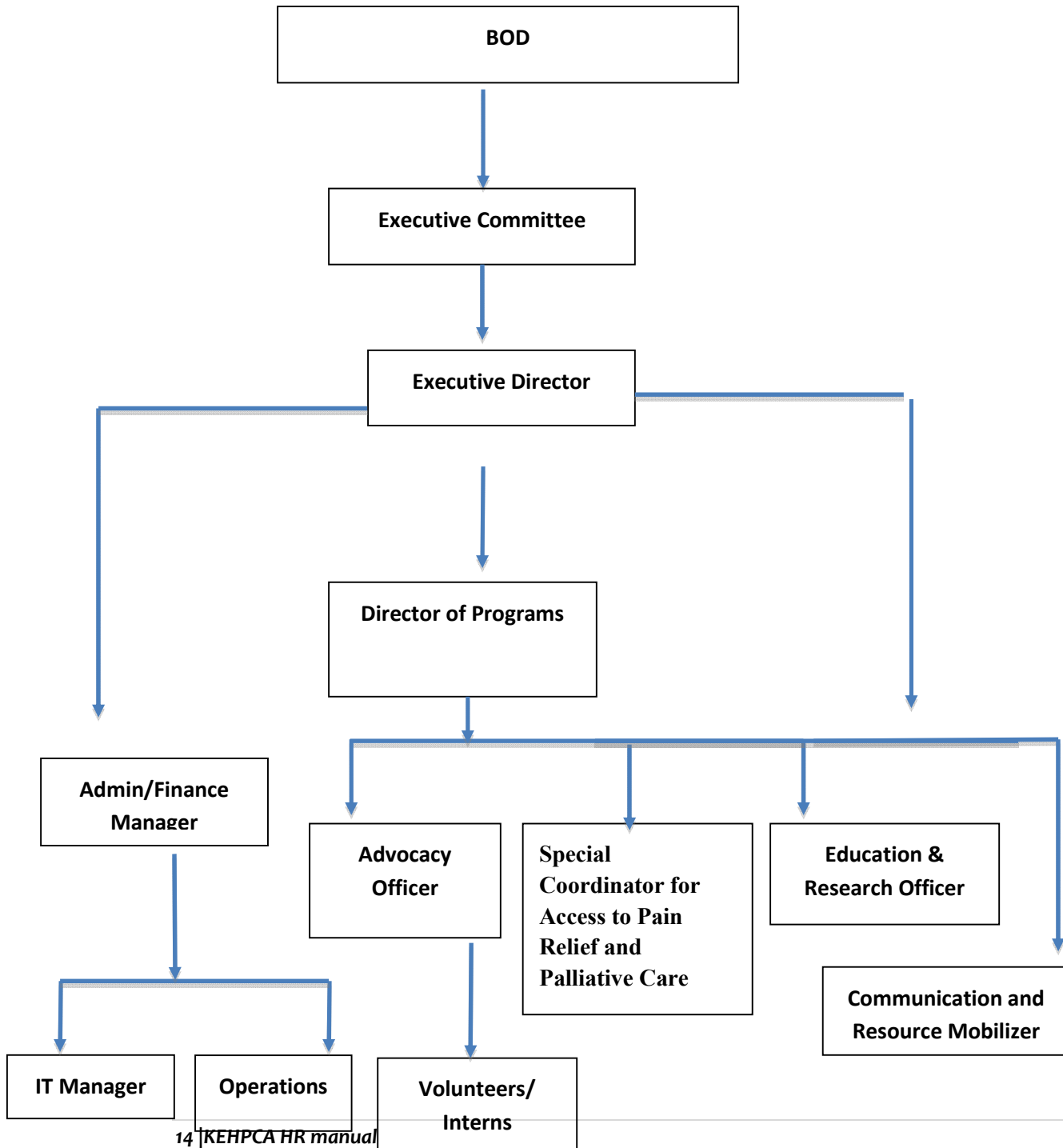
## **4.4 KEHPCA's management team**

KEHPCA has a management team which provides support at the operational level. This team is comprised of the Executive Director, Admin/ Finance Manager and Director of Programs. When necessary, other officers are invited to management meetings, e.g meetings to discuss programs, or staff meetings. Ideally this team will meet once a month. Monthly reports will be submitted by all members of the team by an agreed date prior to each meeting.

#### 4.5 Organizational structure

This is the organogram. It displays the arrangement of lines of authority and communications within KEHPCA. This may change as the programs expand.

##### KEHPCA ORGANOGRAM



#### **4.5.1 Staff Establishment**

The secretariat of KEHPCA comprises of the following posts

- |   |          |
|---|----------|
| a) Executive Director   | (1 Post) |
| b) Director of Programs                                       | (1 post) |
| c) Program officers   |          |
| (i) Education and research Officer                            | (1 post) |
| (ii) Advocacy Officer   | (1 post) |
| (iii) Special Coordinator for Palliative Care and Pain Relief | (1 post) |
| d) Finance and Administration Manager                         | (1 Post) |
| e) Information Technology Manager                             | (1 Post) |
| f) Administrative Assistant                                   | (1 Post) |
| g) Driver and support staff                                   | (1 Post) |
| h) Volunteers and interns                                     |          |

#### **4.6 Staff classification**

##### **4.6.1 Fixed full time contract staff**

Staff employed on a full time basis and working for not less than 48hours a week. These are staff that is appointed on written agreement/contract terms of a specified period expressed in months or years. The Executive Director in liaison with the BOD determines the duration of the contract, which shall be clearly stated in the letter of appointment.

##### **4.6.2 Fixed part time contract staff**

This are staff who are employed for less than the normal weekly ordinary hours specified for a Fixed full time staff member in the same classification and all agreement entitlement are paid on a prorate basis. Part-time staff get the same minimum entitlements (such as sick leave and holiday leave) as a full-time employee, based on how many hours they work each week.

##### **4.6.3 Temporary staff**

These are personnel hired for a specified project or time frame. Temporary staff only receive their agreed wages and do not receive any additional compensation or benefits provided by the organization unless stated in their work contract. They should comply with the necessary statutory

regulations. Temporary employees shall not be kept in that position for more than three consecutive months.

### **4.6.3 Other human Resource Support**

#### 4.6.3.1 Volunteers

These are persons who offer to work without consideration for a salary. KEHPCA is not obligated to pay them, but may consider meeting the basic transportation costs at rates determined by the Executive director.

The volunteers will be given a close-ended short-term contract not exceeding 3 months or such other period that may be considered necessary to achieve an agreed upon objective. Volunteers will not be considered as full time or part time employees of the organization, neither are they considered as Consultants.

#### 4.6.3.2 Interns

These are students or trainees who work sometimes without pay in order to gain work experience or for research undertaking. KEHPCA may from time to time take into its services interns who will serve in various field positions within the organization. The organization may provide transport allowance at the rates determined by the Executive Director.

#### 4.6.3.3 Consultants

Consultants are independent professional or experts engaged by KEHPCA on short term basis for only for the completion of specific tasks and assignments related to one or more of its projects.

Whenever a consultant is engaged, a contract will be prepared defining their job descriptions, timelines, reporting procedures and specific deliverables. Consultants earn a fee, and apart from withholding tax, are individually responsible for payment of their own taxes. They will be paid on daily/monthly/ weekly basis depending upon the nature of their assignment.

Consultants are not considered as full time or part time employees of the organization, and will not be entitled to benefits normally associated with employment including medical cover, leave and pension.



#### **4.7 Internal Consultancy / Part –Time work**

On occasion, organizations may request the services of KEHPCA at a chargeable fee. In such instances KEHPCA shall provide a suitable employee to deliver on the assignment. An employee of KEHPCA may be given added responsibilities over and above their job. The specifics of compensation for added responsibilities shall be discussed and agreed upon on a case by case basis by KEHPCA BOD.

For consultancy work such as one week training, the consultancy is paid to KEHPCA. The organization being given services pays all the money to KEHPCA.

### **5.0 Workplace Policies**

#### **5.1 Standards of Conduct**

The work rules and standards of conduct for KEHPCA are important, and the organization regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the organizations' business. Please note that any employee who deviates from these rules and standards will be subject to disciplinary action, up to, and including, termination of employment

#### **5.2 Non-disclosure/Confidentiality**

The protection of confidential business information is vital to the interests and success of KEHPCA. Such confidential information includes, but is not limited to, the following:

- Compensation data (salary information; other financial compensation);
- Financial information;
- Marketing strategies;
- Pending projects and proposals;
- Personnel / payroll records

All employees who have signed their contracts and have received and read the staff manual are bound by the non-disclosure/ confidentiality agreement. Employees who improperly use or disclose

confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information. Employees should seek the approval of KEHPCA Executive Director in those cases where they are unsure of whether to disclose certain information or not.

### **5.3 Office/Work Hours**

The KEHPCA office is open for business from 8.00a.m to 5.00p.m from Mondays to Fridays, except for Public Holidays. The standard work week comprises 48 hours of work. In the event of the employee not working the required amount of hours, management reserves the right to deduct or adjust the difference in time to the employee's salary.

Employees are allowed a one-hour lunch break on a staggered schedule so that your absence does not create a problem for co-workers or partners and/or visitors. At no time should the office be left unattended. If employees have unexpected personal business to take care of, they must notify their direct supervisor to discuss time away from work and make provisions as necessary. Personal business should be conducted on the employee's own time.

### **5.4 Emergency Closings**

At times, emergencies such as severe weather, political or civil disturbance, fires, or power failures can disrupt organizational operations. The decision to close the office will be made by the Executive Director, and in their absence, the next most senior member of staff. When the decision is made to close the office, employees will receive official notification from their supervisors.

### **5.5 Parking**

Employees must park their cars in areas indicated and provided by the organization. However, whereas the organization will endeavor to provide parking space and security, it cannot be held liable in case lack of parking space, loss or damage.

## **5.6 Visitors in the workplace**

To provide for the safety and security of employees, visitors, and the facilities at the KEHPCA, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. All visitors shall be required to sign in with the guard on duty before they are directed to the reception for further assistance.

## **5.7 Insurance on personal effects**

KEHPCA assumes no risk for any loss or damage to personal property. All employees should ensure that their own personal insurance policies do cover the loss of anything occasionally left at the office.

## **5.8 Public image**

It is important that KEHPCA presents a courteous, smart and professional image to the public and partners. Employees should be well groomed and dressed appropriately for our business and for their position in particular. If management occasionally designates 'casual days', appropriate guidelines will be provided to you. Consult your supervisor if you have any questions about appropriate business attire.

## **5.9 Substance abuse**

KEHPCA is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees.

The rules apply during working hours to all employees of the organization while they are on the organizational premises or elsewhere on organizational business.

- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to, or assisting another to do so, while in the course of employment.

- Working or reporting to work, conducting organizational business or being on organizational property while under the influence of an illegal drug or alcohol, or in an impaired condition.
- Consistent with the rules listed above, any of the following actions constitutes a violation of the organization's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

Employees should familiarize themselves with the following definitions:

- **Organizational property:** all the KEHPCA-owned or leased property used by employees.
- **Controlled substance of abuse:** Any substance listed in Schedules of the Controlled Substance legislation.
- **Drug:** Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
- **Drug paraphernalia:** Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.
- **Illegal drug:**
  - a) Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under state/local law.
  - b) Any drug, including, but not limited to, a prescription drug, used for any reason other than that prescribed by a physician.
  - c) Inhalants used illegally.
- **Under the influence:** A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

### **5.9.1 Tobacco products**

The use of tobacco products is not permitted anywhere on KEHPCA's premises. KEHPCA does not allow smoking at work or in KEHPCA premises.

### **6.0 Employee General Code of Conduct and Ethics**

The code of Conduct and Ethics contains the general rules to be observed by all KEHPCA staff in order to maintain discipline and uphold the dignity of the office in which they serve. Subsequently, the following ethical guidelines should be adhered to. Staff shall at all times discharge and perform their assignments, duties or obligations in conformity with the Association's professional and ethical standards stipulated below:

- 1) Staff shall at all times uphold KEHPCA's vision and mission statements.
- 2) Staff shall at all times maintain absolute impartiality, integrity and honesty in the discharge of their duties
- 3) Staff shall show commitment and dedication to work by maintaining a high record of punctuality, and by avoiding unofficial activities during working hours.
- 4) Staff shall display a sense of urgency in the discharge of their duties. They shall endeavor to complete their assignments on time and avoid unnecessary delays.
- 5) Staff shall conduct KEHPCA affairs in a professional and responsible manner and avoid collusion with intent to defraud and other malpractices detrimental to the interests of the Association.
- 6) Staff shall not falsify, distort, conceal or misrepresent documents or facts that may lead to loss of the Association's assets.
- 7) Staff shall not solicit favours or kickbacks from the general public, contributors and partners either in cash or in kind in the discharge of their duties.
- 8) KEHPCA staff shall declare all gifts, monetary and non monetary. They should be recorded and assumed to belong to KEHPCA.

- 9) Staff shall not trade or engage in any business that may lead to a conflict of interest of the Association.
- 10) Staff shall not take advantage of their positions to harass, threaten intimidate or instill fear in their colleagues.
- 11) Staff shall not practice bias, prejudice or malice in their treatment of each other.
- 12) Management staff (supervisors) shall practice fairness while conducting Staff appraisals and in handling cases of discipline, promotions and merit awards.
- 13) Staff shall not exercise any pressure on other members in order to have them support incorrect viewpoints, sign false documents or do other unethical things.
- 14) The Chain of Command shall be respected at all times.
- 15) Staff shall not behave towards each other in a manner that may constitute sexual harassment as per the Kenya law
- 16) Staff shall not intrude into the privacy on another staff member's life so long as such matters do not affect the member's performance. Staff will, however, be expected to conduct their personal affairs in a manner that does not compromise or jeopardize the interests of the Association.
- 17) Phone tapping/or eavesdropping on telephones or any other communication media is strictly prohibited as this constitutes invasion of an individual's privacy.
- 18) KEHPCA is apolitical and staff shall not use political or any other influence to the disadvantage of other colleagues.
- 19) Staff shall not give information to unauthorized parties in response to requests for information on technical subjects related to the duties and activities of the Association unless permitted to do so or the information was for the purpose of sharing.
- 20) Staff shall not, under any circumstances, communicate with the media either in writing or by granting an interview and making statements on matters affecting KEHPCA programmes or policies without the prior approval of the Executive Director

- 21) Staff whether on duty or on leave of absence should not allow themselves to be interviewed on questions of organization policy affecting KEHPCA without the permission of the Executive Director.
- 22) Staff who have access to confidential matters in the course of their duties have an obligation to keep such matters strictly confidential even after leaving the organization.
- 23) No staff shall remove material from official files or documents without proper authorization.
- 24) Staff shall maintain open channels of communication. Supervisors are urged to advise and counsel their support staff and encourage them to discuss openly work related problems/or solutions.
- 25) All information of a personal nature disclosed to another staff member in confidence shall be treated as privileged information and may not be used against them.
- 26) No staff shall threaten or victimize another for reporting or exposing an illegal act or a violation of ethics even if they by-pass the formal chain of command.
- 27) In making choices between conflicting situations, staff shall be guided by KEHPCA's ethics standards.
- 28) Staff shall not vie for elections as a member of the National Assembly or Local Authority while still in employment of the Association.
- 29) Staff should practice financial responsibility and refrain from situations that cause embarrassment to the extent of denting KEHPCA's corporate image.
- 30) To disclose data only to authorized persons or organizations as instructed by the BOD of KEHPCA through the appropriate management structure.

### **6.1 Equal opportunities**

KEHPCA is an equal opportunity employer and does not discriminate against: It is the aim of KEHPCA to ensure that no member receives less favorable treatment on grounds of gender, sexuality, sexual

orientation, tribe, colour, nationality, socio-economic status, political affiliation or religion. Or is not placed at a disadvantage by conditions or requirements that cannot be shown to be justifiable.

## **6.2 Attendance / Punctuality**

KEHPCA expects that every employee will be regular and punctual in attendance. This means being in the office, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on the organization.

If an employee is unable to report to work for any reason they should notify their supervisor before 11.00 a.m. The employee is responsible for ensuring that they speak to the supervisor directly about their absence. It is not acceptable to leave a message on the supervisor's voicemail and other means for example, SMS, WhatsApp except in extreme emergencies.

In the instance that an employee leaves a voice-mail message, a follow-up call must be made later that day. Should undue tardiness become apparent, disciplinary action may be required. If there comes a time when the employee needs to work extra hours other than those that make up your usual work week, the employee should notify their supervisor in advance. Each request for special work hours will be considered separately, in light of the employee's needs and the needs of the organization. Such requests may or may not be granted.

## **7.0 Recruitment and Probation Policy**

### **7.1 Recruitment**

#### **7.1.1 Non-Discrimination**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at KEHPCA will be based on merit, qualifications, and abilities. KEHPCA does not discriminate in employment opportunities or practices on the basis age, disability, race, religion or belief, sex, sexual orientation, gender, gender reassignment, national origin, tribe, marital status, pregnancy or maternity.



KEHPCA will make reasonable accommodation in its work practices for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor initially or any other member of management they feel comfortable with. In those instances where the questions or concerns regarding discrimination involve an employee's immediate supervisor, they should contact the Executive Director. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subjected to disciplinary action, including the termination of employment.

### **7.1.2 Employment of children**

In acknowledgement and contribution to the fight against child labour, KEHPCA shall not employ anyone under the age of eighteen years. However, KEHPCA may allow children above 14 years to undertake voluntary work or attachment practice as part of their educational requirement, although this should be undertaken under supervision by a KEHPCA employee.

### **7.1.3 Recruitment Policy**

KEHPCA keenly upholds affirmative action and equal opportunity in employment. Our policy is to recruit from both external and internal sources. We encourage internal promotions and upward mobility of existing qualified staff, however for competitive purposes we will advertise in order to tap from external resources. We aim to recruit the best possible candidates for vacant positions and by adhering to the Recruitment Policy we hope to adopt good practice that is free from discrimination and bias.

KEHPCA recognizes that it is unlawful to discriminate against a candidate for a position on the basis of their age, disability, race, religion or belief, sex, sexual orientation, gender, gender reassignment, national origin, tribe, marital status, pregnancy or maternity in any part of the recruitment process.

KEHPCA will ensure a thorough recruitment procedure, including gaining written references from at least two referees who are not family members and have firsthand knowledge of the applicants' experience of work. All applicants are subjected to a selection interview before appointment. The need for new staff is based on identified tasks for a particular position and the availability of funding. The respective departments identify the staff needed to the Executive Director and make an official request for this staff member. The Executive Director in consultation with the BOD approves or rejects this request providing reasons where appropriate.

#### **7.1.4 Recruitment of Interns and Volunteers**

Where need be, KEHPCA will engage various volunteers for specific tasks. For more information, refer to volunteers manual.

#### **7.1.5 Recruitment process**

The user department head has to fill the employment requisition form and give the justification for recruitment and forward it to the Executive director for approval.

It is the responsibility of the user departmental head to develop the Job Specification and Job description and liaise with the officer in charge of employment on the relevant areas.

The job description should include the following:

- Position and Title
- Qualifications
- Major duties and responsibility
- Experience
- Other desirable qualification
- Salary range
- Duration of the contract

Candidates will be selected by open advertisements through the most cost-effective and appropriate media. The advertisement will describe the post clearly and concisely, the minimum qualifications and experience needed for the job. In addition a deadline date by which applications must be received shall be stated.

Applicants are invited to submit their application, along with a current résumé, demonstrating that they meet the minimum criteria for the position being sought. At the closing date, all applications are screened and shortlisted. The shortlisted candidates meeting the requirement will be invited for interviews through making calls or sending email to respective candidate. Unsuccessful applicants will be notified within one month from the date of interview unless a large number of responses are anticipated, and it is indicated in the advertisement that only successful applicants will be notified.

The interview will be based on a prescribed format which contains details of general qualities to be assessed and the competencies derived from the job description of the position in question. This will be done on the prescribed format on which scoring will be done accordingly.

## **7.2 Probationary Period for New Employees**

The purpose of the probation period is to give the probationers the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position is at par with their expectations. KEHPCA uses this period to evaluate probationers' capability, work habits, and overall performance.

In compliance with section 42 (2) of the Employment Act, all new employees will work on a probationary basis for 3 months from the date of joining. Any significant absence will automatically extend the probation period by the length of absence. If KEHPCA determines that designated probation period does not allow sufficient time to comprehensively evaluate the probationer's performance, the probation period may be extended for not more than 6 months within the agreement of the probationer. The probationer would only be eligible for casual leave from the date of joining.

A new employee's performance will be evaluated to determine whether further employment in a specific position or with KEHPCA is appropriate. Upon completion of the probationary period, the employee will be evaluated and notified within 7 days.

Employees will only be eligible for benefits upon confirmation of employment.

### **7.3 Written particulars for KEHPCA to provide to the employee**

- Contract of service
- Date of commencement of contract, including date of commencement of continuous service
- Title of the employee's job
- Place where the employee will perform their duties
- Wages the employee is entitled to, interval of wage payment, details of expected deductions
- Normal hours of work in a week
- Number of annual paid leave days entitlement
- Length of notice in case of termination of contract of service
- Terms and conditions relating to incapacity for work due to sickness or injury, including sick pay.
- Job description

### **7.4 Orientation/Induction of New Employees**

Orientation and induction is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the company, and prepared for their position. New employee orientation is conducted by the employee's immediate supervisor and the administrative department, and includes:

- An overview of the organization's history;
- An explanation of the organization's core values, vision, and mission;
- Organizational goals and objectives.

In addition, the new employee will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Employees are presented with all codes, keys, and procedures needed to navigate within the workplace. The new employee's supervisor then introduces the newly hired to staff throughout the

organization, reviews their job description and scope of position, explains the organization's appraisal procedures, and helps the new employee get started on specific functions.

For on-going support through the first 6 months of employment, a new employee may be assigned a mentor outside his/ her own department by their line manager, different from their supervisor or line manager. The mentor will ensure a quality and open relationship with the employee and will aim to empower the employee to adapt to the work environment and the organizational culture and to support him/ her through any difficulties.

### **7.5 Personnel Files**

Employee personnel files include the following: job application, job description, Curriculum Vitae, personal information which has to be updated on an annual basis, records of participation in training events, salary history, records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring.

Personnel files are the property of the KEHPCA and access to the information is restricted. Management personnel of KEHPCA who have a legitimate reason to review the file are allowed to do so. Employees who wish to review their own file should contact their supervisor or administrative office. With reasonable advance notice of 24hours, the employee may review his/her personnel file in the organizations' office and in the presence of their supervisor or senior manager.

### **8.0 Personnel Data Changes**

It is the responsibility of each employee to notify their supervisor or the KEHPCA's Human Resources Representative promptly of any changes in personnel data, including but not limited to:

- Home address
- Telephone numbers
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

## **9.0 Payment and Benefits**

### **9.1.1 Wage or Salary Increases**

Each employee's salary will be reviewed at least once a year. However, any wage or salary increment will depend on the cost of living, performance and availability of funding. KEHPCA shall review staff salaries every two years.

### **9.1.2 Paydays and Statements**

All employees are paid monthly by the last working day of each month through direct bank transfer. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last working day prior to that weekend or holiday.

Every employee shall receive with each payment of his/ her wages an itemized pay statement specifying any deductions and the purpose of those deductions and the employee's net pay for that month/ period. KEHPCA shall not be obliged to pay wages of an employee in respect of any period where he/ she has been sentenced and imprisoned by a court of law arising from personal misconduct and a cause that is not related to KEHPCA in any way. KEHPCA shall not be obliged to pay wages of an employee who decides to be absent from work without authorization or good cause.

### **9.1.3 Benefits and Services**

KEHPCA pays salaries in line with the agreed pay structure and as per contract. KEHPCA endeavors to provide health insurance to fixed fulltime and part-time staff subject to funds availability. The terms of the cover include two dependants (spouse and/or children) following submission of supporting documentation. Staff that travel outside the country to conduct KEHPCA business are also entitled to travel insurance.

### **9.1.4 Salaries, wages and other emoluments**

Salary and other emoluments payable to an employee shall be those in force based on the scales and rates set out in the employee's letter of appointment and in such other notices that may be received

by the employee from KEHPCA, from time to time. Staff will be informed of any change in salary or grade. Salaries will be paid monthly in arrears.

While it may be considered that the salary attached to a post represents appropriate remuneration of its holder for proper and efficient performance of duties, there are circumstances in which additional payments are warranted. Such additional payments are made in the form of allowances, either to reimburse an employee for the expenses incurred directly or indirectly in the execution of his duties, or to compensate him for services demanded over and above normal job requirements. These allowances are temporary and do not attract any superannuation benefits.

### **9.1.5 Allowances**

Allowances may be classified under two categories namely;

- Reimbursable allowances which constitute reimbursement of expenditure incurred, e.g. accommodation allowance and hotel allowance.
- Remunerative allowances which are additional to salary, e.g. house allowance, acting allowance.

### **9.1.6 Reimbursable Allowance**

Out of pocket allowance is paid to staff travelling for official duty. Refer to the finance policy for more details.

#### **9.1.6.1 Remunerative Allowance**

These are additional payments made in the form of allowances either to reimburse an employee for expenses incurred either directly or indirectly in the execution of his duties, or to compensate him for services demanded, over and above normal job requirements.

They include the following:-

- a) Acting Allowance
- b) Transport during bereavement
- c) Leave allowance

#### **9.1.6.2 Acting Allowance**

An employee who is appointed to act on a vacant position at a higher grade shall be paid acting allowance if he meets the minimum qualification for that vacant position, under the following conditions:

- The allowance shall be the full difference between the employee's salary and the minimum salary point of the post being acted on.
- If the employee's substantive salary is higher than the minimum point of the higher scale, then the rate payable shall be on increment within the higher scale.
- Acting allowance will not be paid when an employee who has been appointed to act in a higher post is absent from duty.
- No acting appointment will be considered for a post to which an employee has already been promoted.
- For an employee to be considered for acting appointments on a substantive vacant post, they must be the most senior and must meet the minimum requirements for the higher post.

The above mentioned provisions only apply for a period of three months and above.

#### **9.1.6.3 Leave Allowance**

The leave allowance shall be paid to the employee through the payroll at the end of the year. The leave allowance will be 25% of the monthly basic salary.

#### **9.1.6.4 Transport during Bereavement**

In the unfortunate event that an employee dies, the following amenities will be provided by KEHPCA:

- A fueled vehicle to transport the body.
- The Association will provide transport for members of staff, especially those who were close working colleagues of the deceased, to attend the funeral.

#### **9.1.7 Salary Advance**

An advance of up to a maximum of 2/3rd of the basic monthly salary may be granted to an employee by the Executive Director on a rare occasion when, owing to circumstances beyond her/his control an employee is placed in a difficult situation requiring assistance from KEHPCA. This advance is not



automatically guaranteed but the organization will endeavor to make the advance while advising on other possible avenues of getting funds.

In applying for the advance the employee should explain in detail the circumstances leading to the situation for which they could not have planned or foreseen. Application for salary advance must be supported with acceptable documentary evidence. If granted, the advance is payable within a period of 12 months or the remaining period of their contract, whichever is shorter.

#### **9.1.8 Staff Retirement Benefit Schemes**

Section 2 of the Retirement Benefits Act (CAP 197) provides that the main objective of the scheme is the provision of benefits in the form of payments, determined by age, length of service, amount of earnings or otherwise and payable primarily upon retirement, or upon death, termination of service, or upon the occurrence of such other event as may be specified in such written law or other instrument.

All eligible employees of KEHPCA shall join and contribute towards the Retirement Benefits Scheme as provided for in the Scheme's Trust Deed and Rules. The Staff Retirement Benefits Scheme will be administered by the BOD of Directors of the KEHPCA Staff Retirement Scheme.

KEHPCA's pension scheme applies to all eligible employees. The group life cover is a product of the Retirement Benefits scheme.

#### **9.1.9 Contribution Rates**

The retirement scheme is contributory, where the employee contributes 5% and the employer 10% of the pensionable salary.

### **10.0 Leave and rest policy**

#### **10.1 Weekly Rest**

An employee is entitled to a one day rest in a week.

KEHPCA does not provide monetary compensation for work done beyond the stipulated work hours. Employees may be called upon to work on a day during the weekend or public holiday or extended after work hours. In such instances, the employee will be given time off in lieu of his/her personal time spent working, subject to approval from the Executive Director.

## **10.2 Annual leave**

All regular full time employees are entitled to 25 working days annual leave with full salary in any one calendar year, commencing on 1<sup>st</sup> January and ending on 31st December, and excludes Saturdays, Sundays and Public Holidays. Newly appointed employees are not eligible to take annual leave until after six months. Leave days and allowance for part-time employees and new employees will be calculated on a pro rated basis.

Paid leave cannot be taken before it is agreed and approved. Employees need to be aware that they may not always be able to take leave when they would like to depending on the needs of the organization at that time. Employees are requested to, as far as possible, plan their leave in advance.

Employees will not be allowed to exchange leave days for financial reimbursement. KEHPCA employees are encouraged to schedule their annual leave each quarter ensuring that they do not take more than 15 working days at a given time unless approved by line manager. A maximum of 10 days may be carried forward from one leave year to the next which should be utilized within three months in the New Year. Any excess of 10 days will be forfeited.

Upon termination, unused earned Leave will be paid in a lump sum in the employee's final pay cheque.

### **10.3 Sick leave**

After two consecutive months of service with KEHPCA, an employee shall be entitled to sick leave of not less than seven days with full pay and thereafter to sick leave of seven days with half pay, in each period of twelve consecutive months of service, subject to production by the employee of a certificate of incapacity to work signed by a duly qualified medical practitioner or a person acting on the practitioner's behalf in charge of a dispensary or medical aid centre.

For an employee to be entitled to sick leave with full pay under subsection (1), of the employment act the employee shall notify or cause to be notified as soon as is reasonably practicable his employer of his absence and the reasons for it. (3) For the purposes of subsections (1) and (2) "full pay" includes wages at the basic rate excluding deductions from the wages allowable under section 19.

For purposes of subsection (1), the twelve continuous months of service shall be deemed to commence on the date of the employment of the employee and on such subsequent anniversary dates of employment.

An employer shall have the right to place all his employees on an annual cycle of an anniversary date falling on a day to be determined by the employer.

### **10.4 Maternity leave**

A female employee shall, as a consequence of pregnancy has the right to a period of 90 days leave, including weekends, from work on full salary. Where immediately on expiry of maternity leave before resuming her duties a female employee proceeds on sick leave or with the consent of KEHPCA on annual leave. The three months maternity leave shall be deemed to expire on the last day of such extended leave. Annual leave may be combined with maternity

### **10.5 Paternity leave**

A male employee shall, immediately after the delivery of a wife, have the right to a period of two weeks, including weekends, paternity leave from work yearly. He will be paid his full wages during the said paternity leave. He will have the right to return to the job he held immediately before his paternity leave.

## **10.6 Adoption leave**

(1) Where an adoption order is made pursuant to section 154 of the Children, Act authorizing an employee whether male or female, to adopt a child that employee shall be entitled to adoptive leave in the manner set out below.

(2) Where the child in respect of whom an adoption order is made is;

- a) Not more than three years of age, an employee shall be entitled to three months adoptive leave with full pay
- b) Above three years of age but below twelve years of age, the employee shall be entitled to two months adoptive leave with full pay
- c) Above twelve years of age, the employee shall be entitled to one month's adoptive leave with full pay.
- d) The man shall be entitled to two weeks adoptive leave with full pay.

## **10.7 Leave earned by employee leaving service**

An employee who leaves service before completion of any twelve months leave earning period shall be entitled to be paid for leave earned. An employee who is entitled to such leave will be granted such leave accordingly if he opts to take the leave instead of being paid.

## **10.8 Unpaid/ study leave**

Unpaid leave may be granted when earned leave has been exhausted, provided there is a good reason for the employee to need such leave. Unpaid leave for study purposes will be granted at the discretion of the BOD on the recommendation of the Executive Director. The training should also fit within the overall training strategy of the Association to a maximum period of one year.

## **10.8 Compassionate Leave**

Compassionate leave is given to staff going through personal or traumatizing situations e.g. serious illness or death of a spouse, child, parent or traumatizing experiences to an employee. This leave is granted by the Executive Director upon recommendation by the immediate supervisor of an employee. It will be granted for not more than five days or on a case-by-case basis.

## **10.9 Public Holidays**

All applicable official public holidays that are gazetted will be granted to all employees with full pay.

### **10.10 Absence with Notice**

In the instance that the employee is unable to work due to illness or an accident, they should notify their supervisor within 3 days. This allows KEHPCA to arrange for temporary coverage of their duties, and helps other employees to continue work in your absence. If the employee becomes ill while at work or must leave the office for some other reason before the end of the working day, the employee should be sure to inform their supervisor of the situation.

### **10.11 Absence without Notice**

Where an employee is absent from duty for 3 days except on approved leave, the employee is not entitled to salary for that period as the absence from duty was not authorized. Provided that an employee is prevented by sudden illness, injury or other emergency from attending their place of employment is not regarded as absent without authorization. If the employee reports the absence as soon as practicable and provides satisfactory evidence that the absence was unavoidable. Continued absence from duty without approved leave may lead to cessation of employment.

Reasonable efforts must be made to contact the person, prior to ceasing the employment of an employee who is absent without authority. This should include written notification to the employee at their last known address advising that their absence is unauthorized and that failure to report for duty or otherwise explain the absence by a specified date will result in the cessation of employment. The proposed date of effect for the cessation must be included in the written notification. It is recommended that any correspondence with the employee be sent by registered mail.

In response to the written notification of unauthorized absence the employee may explain their absence in writing or orally at any time prior to the cessation date specified in the notification. On receipt of any explanation the supervisor may;

- Accept the explanation and, if necessary, grant the employee leave for a further period of absence on such conditions specified;
- Reject the explanation and require the employee to return to duty by a date specified.

If the employee does not return to duty by the specified date their employment will automatically cease on the following day, or at the expiration of the relevant period (whichever is the later).

### **11.0 Performance management policy**

All staff of KEHPCA shall be subject to performance appraisal before being considered for renewal of contract or for promotion.

#### **11.1 Purpose of policy**

Supervisors will conduct performance reviews and planning sessions with all regular full-time and regular part-time employees after 6 months for the first time and thereafter in every 12 months. Supervisors may conduct informal performance reviews and planning sessions more often if they choose.

Performance reviews and planning sessions are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her supervisor to make, and agree on, new goals, skills, and areas for improvement. New employees will be reviewed at the end of their probationary periods. After the initial review, the employee will be reviewed according to the regular annual schedule.

#### **11.2 Employee supervision/line management**

The human resources representative shall inform employees about who their supervisor/line manager is and make a formal introduction between the two. Supervisors/line managers shall jointly develop performance review schedules with their supervisee and shall be oriented to the supervision procedures. Employees shall be introduced to any relevant supervision tools.

The human resources representative is responsible for ensuring that performance review takes place. Each staff shall at least have a minimum of 2 formal review sessions, one in mid of the year and other at the end of the year. A session shall be 45 to 60 minutes where updates about their work shall be shared and any challenges identified and a way forward devised.

### **13.3 Staff appraisal procedure**

All staff shall have regular appraisals. The first appraisal shall be done 14 days before end of the probation period. Thereafter appraisals shall be done annually/within any 12 months.

The Executive Director's appraisal shall be done by the BOD of Directors or an independent advisor delegated by the BOD.

The Executive Director will conduct the appraisal for the line management officer and the Finance Administration Manager will conduct the appraisals of the IT Officer, the Administration Assistant and the support staff.

The appraisal process for the rest of the staff shall be undertaken by the employee's immediate supervisor and any other relevant person from management.

Appraisals shall include the development of personal developmental plans for all staff and provision for staff personal development should be included within the overall annual budget of KEHPCA.

Appraisal reports should be filed within personnel files of every staff.

### **13.4 Non-performers**

This is an employee who is unable to perform to a measurable degree, work which it is his/her duty to perform, and where this is reflected in a quarterly or annual appraisal report.

- KEHPCA will endeavor to address any systemic and other organizational challenges found to hinder the employee's ability to perform effectively on their job.
- If the problem lies with the employee, the manager will discuss with employee to confront their poor performance and agree on performance improvement plan.
- KEHPCA will arrange for special on job trainings, counselling to the employee.
- A review of performance will be undertaken after an agreed timeframe to see if there has been improvement.
- Failure to demonstrate improvement without reasonable cause shall result in verbal warning to the employee. If the problem persists, the employee will be given a written warning which may lead to termination.

## **14.0 Training and Development**

### **14.1 Training and Development Policy**

KEHPCA is committed to ensuring that its employees are equipped with the necessary skills, knowledge, attitude, and where applicable, qualifications they require to carry out their jobs in a competent and effective way. Effective training and development should be beneficial to the individual as well as the organization, since it can help build and improve morale, motivation, confidence and job prospects.

Employees are required to attend such periods of training and instruction, and to undertake courses of study, as KEHPCA may require or direct, at KEHPCA's expense. Employees should also be present for tests, examinations or evaluations as may be deemed necessary. After undergoing training, the employees shall be required to apply the knowledge and skills learned or acquired to improve the quality of their work.

### **14.2 Promotion Policy**

All staff will be given an opportunity for personal advancement. The promotion policy takes into account the following:-

- Existence of a vacancy within the authorized establishment.
- Merit and ability as reflected in work performance and results.
- Attainment of the recognized qualifications for appointment.
- Seniority of the incumbent within the current rank.
- Recommendation as to suitability or not by the Executive Director to the BOD.

This Policy is governed by the various schemes of service for all categories of staff which spells out KEHPCA's grading structure and the minimum requirements.

## **15.0 Health and safety**

KEHPCA provides information to employees about workplace safety and health issues through regular internal communication such as:



- Training sessions
- Team meetings
- Bulletin BOD postings
- Memorandums
- Other written communications

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to their supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action, including termination of employment. In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should notify their supervisor

Employees must be aware of the responsibilities placed upon them to ensure that they understand, and adhere to the agreed safety procedures, in order to maintain a safe environment for employees, volunteers, patients, partners and visitors.

#### **15.1 Health-related Issues**

Employees who become aware of any health-related issue including pregnancy should notify their supervisor and Human Resources Representative of their health status. This policy has been instituted strictly to protect the employee.

A written 'permission to work' from the employee's doctor is required at the time or shortly after notice has been given. The doctor's note should specify whether the employee is able to perform regular duties as outlined in his/her job description.

A leave of absence may be granted on a case-by-case basis. If the need arises for a leave of absence, employees should notify their supervisor and Human Resources Representative.

#### **15.2 Employee requiring medical attention**

In the event an employee requires medical attention, whether injured or becoming ill while at work, the employee's personal physician must be notified immediately. In the absence of a stated physician,

the organization shall at its discretion transport or accompany the employee to the nearest health facility that is among those accredited by KEHPCA's health insurer.

## **16.0 HIV/AIDS and counseling policy**

The Association recognizes the impact of HIV and AIDS in the workplace and its far reaching effects on productivity. The Association is therefore committed to developing a comprehensive programme to mitigate the effects of the pandemic. In this regard, it has developed a workplace policy on HIV and AIDS. The main objective of the policy is to provide a framework to address HIV and AIDS issues at the work place.

### **16.1 Guiding principles**

The principles that guide this policy are in accordance with international conventions, national laws, policies, guidelines and regulations.

### **16.2 Recognition of HIV and AIDS as a workplace issue**

HIV and AIDS is a workplace issue and shall be treated like any other serious illness/condition in the workplace. This is necessary not only because it affects the workforce but the workplace, being part of the local community, has a role to play in the wider struggle to limit effects of the pandemic.

### **16.3 Non-Discrimination**

There should be no discrimination and/or stigmatization of workers on the basis of real or perceived HIV status. Discrimination and stigmatization of the infected inhibits efforts aimed at promoting HIV prevention.

### **16.4 Safe and Healthy Work Environment**

The work environment shall be healthy and safe and adapted to the state of health and capabilities of workers. All managers have a responsibility to minimize the risk of HIV transmission by taking the appropriate first Aid/ Universal infection control precautions at the workplace.

## **17.0 Employment relations**

KEHPCA has zero tolerance for workplace violence or harassment of any kind, and will be proactive in the prevention of workplace violence and harassment. KEHPCA is committed to:

- Investigating reported incidents of violence and harassment in an objective and timely manner, taking necessary action; and providing appropriate support for victims.
- To ensure that employees at KEHPCA have a work environment that is free of violence or harassment of any kind, whether it arises from another employee or any other person visiting the workplace, or interacting with staff.
- Individuals are aware of, and understand that, acts of violence or harassment are considered a serious offence for which necessary action will be imposed;
- Those subjected to acts of violence or harassment are encouraged to access any assistance they may require in order to pursue a complaint.
- Individuals are advised of available recourse if they are subjected to, or become aware of, situations involving violence or harassment.

## **18.0 Definitions**

### **18.1 Workplace harassment means:**

- Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known, or ought reasonably to be known, to be unwelcome.
- This includes unwelcome words or actions that are known or should be known to be offensive, embarrassing, humiliating or demeaning to a worker or group of workers. It includes behaviour that intimidates, isolates or discriminates against the targeted individual.

### **18.2 Workplace violence means:**

- The exercise or attempt of physical force by a person against a worker in a workplace that causes or could cause physical injury to the worker,
- A threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

KEHPCA is committed to ensuring that staff co-exists harmoniously and that any differences arising in the course of their work are resolved amicably. The Policy also provides machinery through which grievances are addressed. KEHPCA reserves the right to impartially administer discipline and the employee will have a right to be granted a fair hearing. The purpose of discipline will be to ensure compliance to the KEHPCA's rules and regulations and to correct any conduct that may not conform to such rules. However, the association holds the view that discipline is meant to rehabilitate erring employees that any disciplinary action will be handled in a very humane way and as per relevant labour/Employment laws and the principles of natural justice.

### **18.3 Harassment, including sexual harassment**

KEHPCA is committed to promoting equality of opportunity, eliminating any discrimination in employment and provision of a friendly work environment. We seek to provide a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, colour, ethnicity, age, religion, political opinion, social origin, HIV status, disability or any other legally protected characteristic will not be tolerated.

If you believe you have been the victim of harassment, or know of another employee who has, report it immediately. Employees can raise concerns and make reports without fear of reprisal. Any employee who becomes aware of possible harassment should promptly advise management through their supervisor, for the matter to be handled in a timely and confidential manner; or confide in any member of management they are comfortable with about the issue for prompt action to be taken.

### **18.4 Definition of Sexual Harassment According to section 6 of the Employment Act of Kenya (CAP 226)**

An employee shall be sexually harassed if:

- A direct or indirect request is made of that employee for sexual intercourse, sexual contact or any other form of sexual activity that contains:
- An implied or express promise of preferential treatment in employment;
- An implied or express threat of detrimental treatment in employment;

- An implied or express threat about the present or future employment status of the employee;
- Uses language whether written or spoken of sexual nature; or
- Uses visual material of a sexual nature;
- Shows physical behaviour of a sexual nature which directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee and that either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.

### **19.0 Disciplinary and Dispute Settlement Procedure**

KEHPCA has developed a Code of Conduct which comprises rules to which all employees should comply. Disciplinary measures shall apply to all employees at all levels who do not abide by the rules of the Code of Conduct (See 6.0)

KEHPCA supports the right of every employee to lodge a grievance if the individual believes a decision, behaviour or action that affects their employment is inappropriate or unjust. The Association shall endeavor to resolve grievances raised expeditiously and as close to the source as possible with graduated steps for further discussions and resolutions.

### **19.1 Grievance Handling Procedure**

Employees should state their grievance in writing and the basis for it in a prescribed format through the immediate supervisor or any other prescribed office. The complaint should be dated and wherever possible should state the remedies sought. The grievance can be made through phone for any immediate concern or grievance. Conversely this should be followed by the written application. It would be preferable if the formal complaints were supported by evidence.

Employees are encouraged to try and resolve departmental issues with their Departmental Head(s) and immediate supervisors. If the complaint/grievance is against the immediate supervisor/departmental head, then the employee can apply directly to the Executive Director or the BOD of governance, whichever applies.

The person(s) against whom the grievance or complaint is made should be given the full details of the allegation(s) against them and should have the opportunity and reasonable time to respond before resolution is attempted. For each of the grievance reported, the maximum time to revert back should be 5 days from the time the complaint was lodged. At any point of the proceedings the offender may appeal through the or other relevant office for suspension or change of the disciplinary action.

The Director or other prescribed office should convey the recommendation to KEHPCA management in writing within a reasonable time from the time the complaint lodged. All the proceedings concerning the resolution of the grievance or complaint between the employee and committee will be confidential.

The grievance of the employee can be entertained only if the employee has not raised the issue at any other forum (including social networking sites) other than the aforementioned office(s). The decisions made by the management will be considered as final. The records would be maintained until such time as the case is closed or for maximum of three years.

KEHPCA shall utilize the various forms of conflict resolution including;

- Negotiation
- Arbitration
- Mediation
- Counseling

### **19.2 Court Dispute Settlement Procedure**

If solution of the dispute through KEHPCA's mechanisms has failed to produce the desired outcome, the parties to the dispute may seek legal recourse. The aggrieved party may complain to the Labour Officer or lodge a complaint or suit in the Industrial Court.

Section 87 of the Employment Act provides that where a dispute arises involving neglect or refusal to fulfill a contract of service; rights and liabilities of the employer or employee; or misconduct, neglect or ill-treatment of either party or any injury to the person or property of either party, under any contract of service.

The Industrial Court or the Labour Officer shall not determine a suit or case where the dispute over a contract of service or any other matter referred to in section 87 aforesaid similar or secondary to the main issue in dispute.

### **19.3 Disciplinary Actions**

KEHPCA holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, KEHPCA expects the employee's immediate supervisor to take corrective action. Corrective action at KEHPCA is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes:

- A verbal warning;
- A written warning;
- A final written warning and a probationary period;
- Termination of employment.

In deciding which initial corrective action would be appropriate, a supervisor should consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Although KEHPCA is committed to a progressive approach to corrective action, the Association considers certain rule infractions and violations of standards as grounds for **immediate termination of employment**. These include, but are not limited to:

- 1) Theft in any form;
- 2) Insubordinate behaviour;
- 3) Vandalism or destruction of organizational property;
- 4) Use of organizational equipment and/or vehicles without prior authorization by a member of staff without authority;
- 5) Providing inaccurate or dishonest information about personal work history, skills, or training;
- 6) Divulging organizational business practices and confidential information;

- 7) Misrepresentations of KEHPCA to a customer, a prospective customer, the general public, or an employee
- 8) Absenting oneself from place appointed for performance of one's duties without leave or lawful cause;
- 9) Being intoxicated during working hours and rendering oneself unwilling or incapable of performing ones duty properly;
- 10) Willful neglect of work which is ones duty to perform or if one carelessly and improperly performs any work from its nature it was his duty under contract to perform carefully and properly;
- 11) An employee using abusive or insulting language or behaving in a manner insulting to his employer or a person placed in authority over him;
- 12) An employee who is arrested for a cognizable offence punishable by imprisonment and is not released on bail or bond within 14 days or otherwise set at liberty; and
- 13) An employee commits or on reasonable and sufficient grounds is suspected of having committed a criminal offence against or the substantial detriment of his employer or employers property.

## **20.0 Termination, Dismissal and Separation Policy**

### **20.1 Employment Termination**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. **Resignation** is the voluntary employment termination initiated by an employee and **Dismissal** is the involuntary employment termination initiated by KEHPCA.

Below are a few examples of some of the most common circumstances under which employment is terminated:

- Contract of service is ended by the employer with notice. Date of termination shall be the date of expiry of the notice.



- Contract of service is on fixed term or task and ends with expiry of the specified term or completion of task and is not renewed within a period of one week from date of expiry on the same term or terms not less favorable to the employee.
- Date of termination shall be the date of expiry of the fixed term or completion of task.
- Contract of service is ended by the employee, with or without notice, as a consequence of unreasonable conduct on part of KEHPCA. The date of termination shall be the date when the employee ceases to work for KEHPCA.
- Contract of service is ended by an employee following receipt of notice for termination of contract from KEHPCA but before the expiry of the notice.
- Termination does not apply where a dismissal brings to an end of a probationary contract.

Employment with KEHPCA is based on mutual consent; both the employee and KEHPCA have the right to terminate employment at will, with or without cause during the probationary period for new employees.

Any employee who terminates employment with KEHPCA shall return all files, identity and business cards, records, keys, and any other materials that are property of KEHPCA. No final settlement of an employee's pay will be made until all items are returned in appropriate condition. The cost of replacing non-returned items will be deducted from the employee's final pay cheque. Moreover, any outstanding financial obligations owed to KEHPCA will also be deducted from the employee's final cheque.

Employee's benefits will be affected by employment termination in the following manner:

- 1) All accrued vested benefits that are due and payable at termination will be paid.
- 2) Where necessary, KEHPCA will inform its key stakeholders about termination of employment for staff which may include, but are not limited to:
  - Health insurance company
  - Travel insurance company;
  - KEHPCA BOD;

- KEHPCA membership, etc.

## **20.2 Notification and hearing before termination.**

Termination of employment by KEHPCA on grounds of misconduct or poor performance will follow prior explanation to the employee the reason for considering dismissal and the employee is entitled to have another person of his or her choice present during this explanation.

KEHPCA will provide the employee or his or her representative with an opportunity to explain the situation before making the final dismissal decision. KEHPCA will give the employee reasonable time within which to prepare and present an explanation. Irrespective of whether it is a summary dismissal or dismissal as described above, the employee or his/her representative needs to be heard otherwise KEHPCA will be liable to pay the employee a sum equivalent to four weeks' net pay.

## **20.3 Proof of reason for termination**

In any claim arising out of termination, KEHPCA shall prove the reason or reasons for the dismissal of an employee. Reasons for dismissal shall be matters which KEHPCA at the time of dismissal, genuinely believed to exist and which caused KEHPCA's dismissal of the employee. In such a case, KEHPCA will inform by way of explanation and writing to the employee the reasons for termination. An employee who has been continuously employed by KEHPCA for at least 13 weeks following probation shall be given an opportunity to discuss the termination with KEHPCA if she or he regards it unfair.

On termination of contract of service, KEHPCA if so requested by the employee shall provide the employee with:

- A certificate or its equivalent indicating the name and address of KEHPCA and the employee;
- The nature of KEHPCA's work;
- The length of employee's period of continuous employment with KEHPCA;
- Capacity in which the employee was employed prior termination;
- Wages payable at the date of termination of contract;
- The reason or reasons for the termination upon request by the employee. and

- An evaluation of the employee's work on request by the employee but in a separate document.

#### **20.4 Summary termination/dismissal**

Summary termination shall take place when KEHPCA terminates the service of an employee without notice or with less notice than that to which the employee is entitled by the statutory provision or contractual term.

KEHPCA will dismiss an employee summarily where the employee has, by his or her conduct indicated that he or she has fundamentally broken his or her obligations arising under the contract of service.

The following actions amount to gross misconduct which consequently justifies the summary dismissal of an employee for lawful cause:

- a) Without leave or other lawful cause, an employee absents themselves for 3 days (72 hours) from the place appointed for the performance of his work;
- b) During working hours, by becoming or being intoxicated, an employee renders themselves unwilling or incapable to perform their work properly;
- c) An employee willfully neglects to perform any work which was their duty to perform or if they carelessly and improperly performs any work which from its nature it was their duty, under their contract, to have performed carefully and properly;
- d) An employee uses abusive or insulting language, or behaves in a manner insulting, to management, other employees or to a person placed in authority over them by KEHPCA;
- e) An employee knowingly fails, or refuses, to obey a lawful and proper command which it was within the scope of their duty to obey, issued by KEHPCA or a person placed in authority over them by KEHPCA
- 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
- g) An employee convicted of having committed a criminal offence against or to the substantial detriment of KEHPCA or its property.

h) Due to public interest

KEHPCA's decision to dismiss an employee summarily shall not preclude it or the employee from respectively alleging or disputing whether facts giving rise to the same constitute justifiable or lawful grounds for dismissal.

## **20.5 Notice periods**

Termination of contract shall at all times follow a notice from KEHPCA except:

- In case of summary termination
- In the case where termination is due to retirement age
- Existing contract

Termination notices shall be in writing and in a language understood by the employee. The notice required from either KEHPCA or the employee shall be:

- Not less than 2 weeks where an employee has been employed for a period of more than 6 months but less than one year; and
- Not less than one month, where the employee has been employed for a period of more than twelve months.

The employee's outstanding annual leave shall not be included in any period of notice for termination of contract of service. During the notice period, an employee will be entitled to one-half day off per week for the purpose of seeking new employment.

## **20.6 Staff Exits/Separation**

Staff separation in KEHPCA includes:

### **20.6.1 Normal Retirement**

An employee will be required to retire on attaining the age of 60 unless KEHPCA considers that it is in the association's interest to retain his services for a period beyond that age and the employee himself is agreeable to continue in the service on short contracts.

### **20.6.2 Retirement on Public interest**

This is when the BOD on recommendation of the Executive Director, after having considered every report in his possession made with regard to an employee, is of the opinion that it is desirable in the public interest that the service of such employee should be terminated on grounds which cannot suitably be dealt with under any other provisions of these Regulations.

The Executive Director shall notify the employee, in writing, specifying the complaints by reason of which his retirement is contemplated together with the substance of any report or part thereof that is detrimental to the employee.

### **20.6.3 Retirement on Medical grounds**

An employee may be retired on Medical grounds when it appears to the BOD that an employee is incapable by reason of any infirmity of mind or body of discharging the functions of his office. The Executive Director may (and shall if the employee so requests) call upon the employee to present himself before an appointed medical specialist with a view to it being ascertained whether or not the employee is incapable as aforesaid.

### **20.6.4 Resignation**

An employee on contract, whether confirmed or on probation, may resign his appointment by giving reasonable notice of his intention;

- Probationer – 2 weeks
- Junior employees – 1 month
- Senior management – 3 months

He/ she shall pay 1 month's salary in lieu of such notice.

### **20.6.5 Redundancy**

The association may terminate an employee's appointment on grounds of redundancy subject to the terms of employment upon giving one month's notice.

### **20.6.7 Dismissal**

An employee who commits an act of gross misconduct in breach of KEHPCA's terms and conditions and code of regulations may be summarily dismissed from service. An employee who is dismissed forfeits all rights and claims to earned leave.

### **20.6.8 Retrenchment**

The association may retrench an employee on grounds of lack of funding subject to the terms of employment upon giving one month's notice.

### **20.7 Clearance on Leaving the Service**

Clearance commences immediately the employee leaves the service or has indicated his/her intention to leave. The clearance form must be fully and duly completed. The final clearance by Executive Director will allow the employee to be discharged by the KEHPCA and provision of certificate of service thereafter.

### **20.8 Certificate of Service**

Every employee who leaves the service of KEHPCA will be provided with a certificate of service as provided for in the Employment Act.

The certificate will be prepared by the Finance & Administration Department and completed by the respective Head of department and signed by the Executive Director.

**21.0 Human Resource templates**

**21.1 Appendix 1:Employee Requisition Form**

**Kenya Hospices and Palliative Care Association (KEHPCA)**

**P.O. Box 20854, 00202Nairobi, Kenya**

**Email:[info@kehPCA.org](mailto:info@kehPCA.org)**

**EMPLOYMENT REQUISITION FORM**

Department: \_\_\_\_\_

Position to fill: \_\_\_\_\_

Fixed Term/Part –Time /Temporal \_\_\_\_\_

Position to report to: \_\_\_\_\_

Salary range: \_\_\_\_\_

Justification for the Position: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Requisitioning Authorization (this gives authority to Finance and Administration Officer/ Executive Director to start the recruitment process)**

Approved by Executive Director: \_\_\_\_\_

**AUTHORISATION (to be completed once the candidate has been selected)**

**Name** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Name: \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

Education Qualification: \_\_\_\_\_

Professional Qualification: \_\_\_\_\_

Proposed Starting Date: \_\_\_\_\_

Gross Pay: \_\_\_\_\_

	<b>SIGNED</b>	<b>DATE</b>
Proposed by: User Department		
Checked by Finance and Administration Officer		
Approved by Executive Director		



**21.2 Appendix 2: Employment Application Form**

<i>Position Applied For</i>										
<i>Surname</i>					<i>Other Names</i>					
Present Address			Telephone Numbers			Permanent Address			Telephone	
			<i>Office:</i>						<i>Office:</i>	
			<i>House:</i>						<i>House:</i>	
Date of Birth			Country of Residence		Nationality					
<i>Day</i>										
<i>Month</i>										
<i>Year</i>										
GENDER			M		F					
In case of emergency Notify:							Telephone			
Name of Next of Kin							Relationship			
Address							Telephone			
Do you Suffer from any Serious Illness, Disease or Disability that may hinder/affect the performance of your work? If "YES" Give Details						YES			NO	

Do you have a valid certificate of good conduct from the CID offices? If YES, Please attach a copy of the certificate of good conduct.				YES		NO	
<b>Educational Qualifications</b>							
Schools Attended			From	To	Certificates Obtained		
<b>Professional Qualifications</b>							
<b>List any professional qualifications attained</b>							
Professional body			Year	Certification if any obtained			
<b>Previous and Present Employment (begin with most recent employment)</b>							
Name and Present Address of Employer		Position Held	From	To	Gross Salary Per Month	Reason for Leaving	


State Briefly Other benefits that you have been receiving in your present employment

**BENEFIT VALUE IN KSHS.**

Knowledge of Languages	Read			Write			Speak		
	Excellent	Good	Fair	Excellent	Good	Fair	Excellent	Good	Fair

**PERSONAL REFERENCE**

*Please list full name and address of three persons, not relative(s), who are familiar with your character, working situation and qualifications. (Preferably the previous supervisor)*

Name	Organization Address	Position

<b>Expected Salary</b>		<b>Notice Period</b>	
<b>What are your professional goals?</b>			
<b>Any other information you may wish to give in support of your application analyzing your background?</b>			
<b>State briefly:</b>			
a) Why are you interested in this position/job?			
b) Why you think you are qualified to do the job applied for			

**DECLARATION BY APPLICANT**

I hereby certify that the answers given by me to the foregoing questions are true and correct. I also understand and agree that if at any time during my employment it is ever revealed that any of the information given by me in this application is false the organization has a right to terminate my services without notice.

\_\_\_\_\_

Signature of Applicant \_\_\_\_\_  
Date

**NOTE:** This form must be completed in every respect and returned under confidential cover to:

Executive Director,  
KENYA HOSPICES AND PALLIATIVE CARE ASSOCIATION (KEHPCA)

**Appendix 3: Candidate Assessment Form**

Position: .....Department.....

Name of Candidate: .....

Name of Interviewer.....Signature.....

**Rating Guideline**

**5 = Excellent    4= Very Good    3= Good    2= Satisfactory    1=Poor**

	QUALITIES ASSESSED	RATING					REMARKS
		5	4	3	2	1	
	<b>COMPETENCE</b>						
1.	Relevant work experience						
2.	Personal attributes of candidate						
3.	Relevant qualifications/training						
	TOTAL						

General Remarks

.....

### 21.3 Appendix 4: Personal Records Form

#### PRIVATE AND CONFIDENTIAL

#### PERSONAL RECORDS FORM

Attach photocopies  
of certificates and  
affix your photo and  
copy of national ID



1	Names	
2	Employee Number	
3	Department	
4	Section/position	
5	Date of Birth	
6	Current Residence	
7	ID Number	
8	Income Tax PIN	
9	NSSF Card Number (attach a copy )	
10	NHIF Card Number (attach a copy)	
11	Income Tax PIN( attach a copy)	

12	Bank and Bank Account Number	
13	Name, Tel .No. & address of person to be contacted in case of emergency	
14	Next of Kin Name , Address & Telephone number	

**Statement**

I declare that what I state in this Personal Record Form is, to the best of my knowledge, true and complete in every respect, and that no material facts have been withheld, misrepresented or suppressed.

Signed.....Date.....

## 21.4 Appendix 5: Leave Application Form

Name of Employee		
Programme/Department		
		Days
Annual Leave Entitlement		
Balance from previous years		
Total leave days due		
Leave days already taken during the year		
Total days yet to be taken		
Number of days requested		
Balance of days to be taken		
Leave requested from _____ to _____ (indicate dates – both days inclusive).		
Reason for application (please indicate as appropriate)		
	Annual	
	Maternity/Paternity	
	Compassionate	
	Others	
In case of others, please briefly describe the reason for the leave:		



Employee contact while on leave:			
Postal Address			
Telephone Contact - Employee			
Telephone Contact – Other			
Employee Signature		Date	
Approved		Not Approved	
If leave is not approved please indicate reason:			
Any other comments:			
Supervisor's Signature		Date	
Finance and Administration's Signature			
Executive Director's Signature			

**21.6 Appendix 6: Performance Review form**

Name Date of Review \_\_\_\_\_

Job Title \_\_\_\_\_ Department \_\_\_\_\_

Date Appointed to this Position \_\_\_\_\_ Review Period \_\_\_\_\_

Manager’s Name and Title \_\_\_\_\_

**Section 1 -Major Areas of Responsibility/Goals**

These typically relate to the major activities that the employee performs on the job and/or the goals that have been discussed and established by the manager. This is also an opportunity to describe noteworthy accomplishments. (Note: the job description should be reviewed and updated, if necessary, as part of the Performance Review process.)

<b>Key Responsibilities</b>	<b>Achievement of the Key performance indicators</b>	<b>Comments</b>

**Section 2—Performance Goals & Expectations (for next review period)**

**Goals for Next Review Period** (To be completed by the employee and then discussed and agreed upon with the manager). Identify three to five goals to be accomplished during the next review period by thinking of the major activities related to your job. At the end of the review period, rate how well these goals were achieved. Keep in mind that during the review period, goals and evaluation criteria may be revised, added, or deleted in order to best meet changing organizational needs.

SMART Goal (Specific, Measurable, Attainable, Realistic, Timely)	How it will be achieved

**Section 3—overall assessment**

**A) Areas of Improvement:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**B) Overall Comments and Recommendation on Performance:**

\_\_\_\_\_

\_\_\_\_\_

**C) Employees Comments & Signature**

\_\_\_\_\_

\_\_\_\_\_

**Staff Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*I have read this appraisal and it has been discussed with me. I understand that signing this appraisal does not necessarily mean that I agree with all of the information in it.*

**Manager’s Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

21.7 Appendix 7: Performance Improvement Plan

**PERFORMANCE IMPROVEMENT PLAN (PIP)**

<b>Details</b>	
<b>Employee Name</b>	
<b>Employee Position</b>	
<b>Manager/Supervisor's Name</b>	
<b>Manager/Supervisor's Position</b>	
<b>Date of Plan</b>	
<b>Period of plan (Start-End)</b>	
<b>Interim review date</b>	
<b>Final review date</b>	
<p><b>Performance Improvement Objective:</b>  <i>Describe the specific area in which the employee's performance needs to improve.</i>  <i>e.g. – Objective: Timely and accurate project reporting</i></p>	
<b>Required Outcomes/Deliverables</b>	Describe what the employee needs to do to improve their performance to the required standard.
<b>Strategies</b>	Describe how the employee is going to meet the required outcomes.
<b>Support</b>	Describe what support you're going to provide to the

Details	
	employee to meet the required outcomes as the supervisor.
<b>Responsibilities</b>	Describe the responsibilities of the employee, their manager/supervisor and any other relevant parties.
<b>Consequences</b>	Describe the consequences if the employee doesn't meet the required outcomes by the final review date. E.g. If you fail to meet the required outcomes by the review date, without a reasonable excuse, you will be given a final written warning or termination.

**Manager/Supervisor signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employee signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**21.8 Appendix 8: Grievance Form**

**Grievant Information**

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Employee No. \_\_\_\_\_

Job Title: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Date, time and place of event leading to grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Detailed account of occurrence (include names of persons involved, if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please state policies, procedures, or guidelines that you feel have been violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed solution to grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The grievant should retain a copy of this form for his/her records. The signature below indicates that you are filing a grievance, and any information on this form is truthful.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Received by: \_\_\_\_\_ Date \_\_\_\_\_

**21.9 Appendix 9: Exit interview form**

**FOR VOLUNTARILY SEPARATING EMPLOYEES**

NAME-----

POSITION-----

EMPLOYEE NUMBER-----

DEPARTMENT: -----

DATE OF HIRE-----

DATE OF SEPARATION: -----

1. During your employment with the organization what did you enjoy most about the organization?
  
2. What did you like least?
  
3. Was your job accurately described to you at the time of hire?
  
4. How would you describe the nature of relationship with the supervisors and other staff?
  
5. Why are you leaving the organization?
  
6. What changes /recommendations would you recommend to management?
  
7. In the conduct of your day to day duties did you feel adequately engaged?
8. What challenges did you experience in the course of your duties
  
9. What recommendations would you give towards the policies and procedures of the organization?

10. Any other comments

**21.10 Appendix 10: Certificate of Service**

**To be typed onto organizational letterhead**

**CERTIFICATE OF SERVICE**

I, \_\_\_\_\_

(Name and designation of person)

Of **(KENYA HOSPICES AND PALLIATIVE CARE ASSOCIATION (KEHPCA))**

Address: \_\_\_\_\_  
\_\_\_\_\_

Declare that \_\_\_\_\_  
\_\_\_\_\_  
(Full name of employee)  
\_\_\_\_\_

(Identity number)

Was in employment

From \_\_\_\_\_ until \_\_\_\_\_  
on .....Year contract of employment.

As \_\_\_\_\_  
(Position)

Signature of Employer: \_\_\_\_\_

Date: \_\_\_\_\_





Company Stamp: