

HUMAN RESOURCE MANUAL



ADS-South Rift

To honour God and serve people

FOREWORD

Anglican Development Services – South Rift (ADS SR) is committed to fulfilling its mission of transforming society by empowering communities to holistically address their needs and glorify God.

The manual is intended to inform, guide and provide an objective way of handling the entire human resource management and administration within ADS SR. It provides details of processes that lead to attraction, motivation, retention or exit of staff from the Organization. It is expected that with the manual in place, many routine decisions and transactions will proceed with minimal encumbrance. The manual has been reviewed with the recognition of the various emerging human resource issues in the workplace.

The development of this Human Resource manual was a team effort that benefitted from the time, commitment, expertise, and resources from many individuals from the ADS SR board and staff, NPI EXPAND team and the H.K Enterprises Kenya Consultants. The leadership of H.K Enterprises Kenya Consultants ably steered the development of this manual and in addition provided critical technical inputs.

We wish to acknowledge the generous support from USAID NPI EXPAND project who provided the financial and logistical resources that supported the entire process of developing this Strategy. We acknowledge and greatly appreciate the contribution of the NPI EXPAND technical team who provided invaluable inputs and guidance at all stages. Lastly, the enthusiastic participation and input from the committed team from ADS SR Board and staff members is recognized and sincerely appreciated.

Rt. Rev. Ernest Ngeno
BOARD CHAIRPERSON

Date _____

PREFACE

This is the first review to the ADS SR Human Resource manual revised in November 2023.

This Human Resource Policy and Procedures Manual attempts to consolidate provisions of the various documents and at the same time address emerging issues in human resource management and development. The Human Resources Manual provides the requirements needed for its implementation.

ADS South Rift, the development arm of the ACK Diocese of Kericho, has made key strides since its registration in 2015. Key among them included development of various policy documents. As the organization reached the acceleration stage, it was important to revise/formulate this policy document to support its next stage of growth.

in the revisions involved consultations with key stakeholders in ADS SR, ACK Diocese of Kericho and in the region. We appreciate the informative input and feedback that culminated in the final plan. We reiterate our commitment to the spirit of collaboration and partnership that is critical to successful implementation of the manual and call upon all stakeholders to join us in this endeavor.

Mary Naikumi

EXECUTIVE DIRECTOR

Date_____

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ABBREVIATIONS

ACK	ANGLICAN CHURCH OF KENYA
NGO	NON-GOVERNMENTAL ORGANIZATION
ADS SR	ADS SOUTHRIFT
PM	PROGRAMME/PROJECT MANAGER

CHAPTER 1: INTRODUCTION

1.1 Background Information

1.1.1: History of ADS SR

Anglican Development Services (ADS)- South Rift is the development arm of Anglican Church of Kenya Diocese of Kericho. It operates in Narok, Kericho and Bomet counties with a population of 3 million people in an area of 21,900 square kilometres. In Narok County, the organization has been working in all the six sub counties since 1983 as ACK Narok Integrated Development Program (ACK NIDP) and ACK Transmara Rural Development Program (ACK TRDP). ADS South rift was later registered in the year 2015 to align it to its expanded geographical coverage and scope. ADS SR offers its services to all community members regardless of their ethnicity and religious affiliation with an aim of facilitating them to achieve holistic and sustainable development.

1.1.2 Vision

“A sustainable organization honouring God and serving people to achieve dignified living”

1.1.3 Mission

To transform society by empowering communities to holistically address their needs and glorify God.

1.1.4 Core Values

- Faith In God
- Compassion
- Sustainability
- Stewardship
- Equity
- Teamwork
- Growth, Learning and Innovation
- Professionalism
- Organizational and Self-development

1.2 Staff Handbook - Rationale

This Staff handbook outlines the policy's and practice's for ADS SR staff in accordance with *Employment Act Cap 226*; *The labour Institution Act*, the *Working Injury Benefits Act*, the *Labour Relation Act*, the *Constitution of Kenya 2010*, Core Humanitarian Standards and the *Occupational Safety and Health Act* and are confirmation of ADS SR commitment to respect legislation passed by the government of Kenya with regard to the rights and obligations of employees in Kenya. Any additions and amendments to this human resource management policy document will be subject to approval by the board of ADS SR.

1.3 Objective of Policies

These policies aim to provide a foundation for the staff member's rights and employment obligations between ADS SR and the staff to achieve the goals of the organisation. The organisation and staff possess other rights, which are subject to or protected by the laws of Kenya. The policies are to ensure that there is consistent fair and objective way of managing and supervising employees with the overall aim of attracting, maintaining, motivating and developing the right staff. These policies serve as a reference document for ADS SR on what employees need to know regarding their responsibilities and obligations and as a guide for senior management staff in the administration of personnel policies and procedures.

ADS SR also aims to provide a range of benefits designed to ensure that employees have good working conditions and are appropriately supported on matters of health and general welfare.

These policies are competitive within the local job market and sustainable for the organization.

1.4 Scope of the policies

These policies are an integral part of each employee's employment agreement and apply to all staff equally unless otherwise specified in individual's employment agreement. If there is a difference the conditions defined in the employment agreement will apply.

It is the employees' responsibility to make sure they understand and abide by these policies. It is the ADS SR's responsibility to ensure that these policies apply equally to all staff.

These policies are subject to review and revision at any time deemed necessary. Any future changes will be discussed with the staff before being put into effect. The Board of directors will be responsible for periodic review of ADS SR personnel policy and will have final approval of any changes made.

1.5 Structure of organization:

1.5.1 The Board:

ADS SR will have a board whose mandate is to oversee and regulate the operations of the organization. Refer to the ADS SR Board Manual.

1.5.2 The ADS SR Secretariat

The ADS SR secretariat is responsible for all programs within the ADS South Rift region and shall work with all program managers. Refer to the Organizational Structure in the Annex.

The Executive Director is the responsible person on the general running of the institution (programme matters and administrative) and shall work with a Management Team whose members he/she will appoint. Normally, the members will include the following.

Executive management	Projects	Administration
Programme Manager Deputy Program Manager/Head of Programs	Project Coordinators, Project Officers Monitoring and Evaluation officer	Finance and Administration Manager ICT officer

1.5.3 The program support staff

- Secretaries and front office assistants
- Drivers
- Office keepers
- Security officers

CHAPTER 2: STAFF RECRUITMENT AND ONBOARDING POLICY

2.1 General criteria

ADS SR expects staff to be committed to the organisation and generally follow the below criteria. Candidate for recruitment as staff members should:

- Be above the age of 18 years
- Fulfil job specifications
- Pass on recruitment tests set and carried out by ADS SR
- Have satisfactory references from a minimum of three referees: Current employer, previous employer, spiritual leader and / or Christian friend
- Be willing to sign the organisations employment contract
- Be committed to comply with the organisations regulations and disciplines

2.2 Categories of Staff

2.2.1 Contract Staff: Staff employed on fixed-term employment contracts. They are regular employees and are entitled to benefits stipulated in the appointment letter and employment contract.

2.2.2 Casual staff: Staff employed on a day-to-day basis on a Casual Staff Agreement for short periods of time not exceeding 24 hours at a time (employment Act-Act No 11, part 1). No benefits shall be payable to this category of staff other than the daily wage.

The Programme Manager and Finance Manager should approve the appointment of casual staff.

2.2.3 Temporary Employees: these are employed on a block basis within a written agreement for a period less than three (3) consecutive months. These employees are paid based on a daily rate and for actual days worked during the period of employment. No benefits are attached to this employment arrangement (unless specified in a written and signed document). Temporary employees shall be paid at the end of each month or at the end of the task performed whichever is earlier.

2.2.4 Consultants: Consultants are persons hired to conduct specific project related tasks and who have no other responsibilities in the organization. Such persons are likely to be specially trained or experts. Consultants are paid on a contractually stipulated basis and are not eligible for any employee benefits.

2.2.5 Seconded staff: Staff contracted to work with one organisation from another or from one programme to another. These employees perform their day-to-day duties with ADS SR but are not employed by the organisation. The seconding organisation/programme should at least have a permanent or fixed-term employment contract with the staff member.

A Secondment Agreement should be agreed and signed by the secondee, the secondee's line manager and the Directors of both organisations.

The Executive must approve all secondments in advance.

Seconded staff is expected to abide by the organisations code of conduct during his tenure at the organisation.

2.2.6 Contract of apprenticeship/indentured learnership (employment Act part 1): ADS SR recognises the importance of graduates that would like to acquire skills around specialization and may grant internships and attachment to support them. An agreement needs to be prepared and signed to stipulate the roles and responsibilities of the students, the sending institution, and ADS SR.

2.2.7 Volunteers/internship and Community workers: these staff should not be allowed to work In and/or with ADS SR without a clear written and signed agreement specifying the nature of involvement by the volunteer or community worker. Such a document should also indicate the party liable for related insurances in case of accidents and other related risk while working in and/or for the Organisation.

2.3 Recruitment, Selection, Briefing & Induction

Staff are ADS SRs most valuable resource. Therefore, it is essential to recruit the best people possible using a recruitment and selection process that is fair, transparent, consistent and effective to minimise problems related to cronyism or nepotism

The Board and the management team are ultimately responsible for the recruitment and selection practice in the programme.

2.3.1 Recruitment Philosophy.

- ADS SR is an equal opportunity employer.
- Due to the nature the Organisation, most Job positions will prefer candidates with values and principles reflective of ADS SRS vision and

mission whose focus is the holistic ministry through the transforming power of Jesus Christ and therefore apart from competence, Christian commitment will play a critical role in the recruitment and selection process.

2.3.2 Recruitment Procedures.

The objective of these procedures is to identify a pool of qualified candidates to select from, for each new position. Depending on the level and nature of the position this could be accomplished through referrals or open advertising. Internal promotion is also encouraged.

2.3.3 Recruitment of new personnel

This is subject to need and availability of funds.

A position/job description describing the responsibilities and qualifications for each new position will be prepared based on the needs of the organisation by the relevant project team leader. The Heads of Departments who have staffing deficits shall discuss the same with the Senior management and the Executive Director with an aim of identifying and filling up the deficit.

Then the management team through the Executive Director office shall communicate in writing or via email to the HR Office on the staffing requirements for recruitment process to begin.

For Executive Director position, the Board through the Chairperson and related committee will be involved in the process.

2.3.4 Job Description

A clear and accurate job description shall be prepared for each position that needs to be filled. The job description should include the following information: -

- Title and location of the post;
- Grade of the position;
- Project funding the position;
- Purpose of the job;
- Reporting lines and structure; these are informed by the established organogram. Duties and responsibilities;
- Detailed person specifications outlining the essential and desirable qualifications, skill and experience required.

2.3.5 Recruitment and Sourcing

In line with the equal opportunity employment principle;

2.3.5.1 Recruitment will be transparent, and candidates may be selected from the running file, references, data banks and selection agencies or by open advertisement through the most cost effective and appropriate media.

2.3.5.2 In filling open positions ADS SR will first seek to match these positions with internal candidates through promotion and transfer. For internal recruitment, an internal notice by email and notice board posting shall be done. Employees are encouraged to apply for a position in which they are interested and qualified. To qualify, candidates currently in employment with ADS SR will be required to have performed competently in their current position.

2.3.5.4 Employees who are on probation are ineligible to apply for posted positions. Employees interested in a posted position should first discuss that interest with their current supervisor before applying.

2.3.5.5. Casual Positions or positions for which there could be a large number of qualified applicants would not necessarily require advertising and candidates may be identified through documented referrals.

2.3.5.6 Recruitment for senior positions will require advertising in order to make information about the positions available to all potential qualified candidates. Application for a position will be by written application. The board committee may be involved depending with the seniority of the position like Program Coordinator.

2.3.6: Short listing

Candidates for positions below executive management will be shortlisted by a selection panel comprising of at least three members (odd number) of the management team. Successful selected candidates will be forwarded to the Interview panel. Candidates for senior management positions will be shortlisted panel comprising of at least three members who must include a senior manager and the board representative, Executive Director and sometimes with professional support from external consultants where necessary.

2.3.7: Interviews

2.3.7.1 The interview panel will have the Human Resource person or designate a panel secretary who will act as the human resource moderator in the absence of the human resource manager.

2.3.7.2 Interviews for management staff, shall be conducted by senior staff and representatives of the ADS SR Board. The Board may also delegate this to the Executive Director and/or co-opt some or external professionals in specific areas in order to strengthen the recruitment process.

2.3.7.3 Interviews for the rest of the staff shall be overseen by the Executive Director or his/her designate.

2.3.7.4 All interviews shall be conducted in panel.

2.3.7.5 Sometimes interviews can be held online via new media.

2.3.8 Reference checks

Reference and background checks shall be conducted on the successful candidates in writing. A background check form shall be used. This can also take the form of official emails or letters to the contacts indicated in the application and CV. Where necessary, references checks can be conducted on former employers not listed by the candidates as referees.

2.3.9 Letter of Appointment and staff contract

2.3.9.1 Every employee or consultants, irrespective of the terms of service, shall be issued with a letter of appointment signed by the Executive Director for and on behalf of the ADS SR board. The employee shall also sign on the duplicate copy or thumb print in case of an illiterate and return the same confirming his acceptance of the offer.

2.3.9.2 Attached to the letter of appointments shall be a job contract and job description specifying the area of responsibility.

2.3.9.3 Allocation of specific duties shall be done by the head of department with the approval of the Executive Director.

2.3.9.4 The appointment of the Executive Director, the Board Chair shall sign the related appointment documents.

2.3.9.5 The letter of appointment and staff contract will contain all relevant information pertaining to the conditions of employment including: -

- Starting date
- Salary package including non-cash benefits
- Job title
- Probation period
- Job description
- Termination
- Leave terms

- Job reporting line and supervisory responsibilities
- Length of contract

2.3.9.6 Appointment will be considered official and legally binding only when ADS SR and the employee have signed an employment contract. ADS SR is not responsible for the loss of other employment (e.g resignation from prior position, forfeiting other job offers) prior to signing of the contract. Newly appointed staff will be allowed adequate notice and hand over period, and as such, any liabilities arising from the former employment will not be borne by ADS.

2.3.10 False information

If any information in the application is found to be false after the appointment and signing of the contract, ADS SR reserves the right to take disciplinary action which may include termination of employment.

2.3.11 Staff Briefing and Induction

2.3.11.1 An orientation programme will be developed for all new employees, designed to provide basic information on ADS SR and expose them to organization policies and procedures, and to ensure that the new employees settle in their job as quickly as possible.

2.3.11.2 The line managers are responsible for ensuring that their new staff members receive a comprehensive briefing on their roles within the first month of employment. The line manager will ensure that the new staff member is given a personal induction into ADS SR.

2.3.11.3 The briefing and induction will include but not limited to the following:

- Vision, mission and core values of the organization
- Organizational policies, manuals and code of conduct
- Performance expectations and clarification of job description requirements by supervisors
- Physical tour of workplace and introductions to all other employees
- Workplace health and safety and security precautions and briefing as required.
- Presentation and demonstration on use of necessary equipment, uniforms, identity cards and other materials needed to undertake day to day responsibility and duties

- Supporting the enrolment of employee into the payroll (answering any questions related to taxation and statutory deductions where applicable)
- Completion and signing of all relevant forms and documents by the new employee.
- Logistical arrangements prior to deployment or transfer to workstation (such as transport, accommodation and other related preparations). The amounts for reimbursement of transport and transit related expenses/allowances for employees travelling to new duty station will be reviewed regularly and approved by Program Manager.
- Help the new employee in understanding the chain of command and lines of authority of the organization.
- An orientation checklist should be signed by the new employee at the end of the orientation as a confirmation of having undergone orientation. A copy of the checklist should be kept in the employee's personal file.

2.3.12 Gender equity

ADS SR seeks to promote gender balance in line with the Kenyan Constitution 2010 at all levels within the organisation. ADS SR recognises that the socio-cultural environment often places women at a disadvantage and will endeavour to ensure that equal opportunities are considered for all new positions or opportunities for promotions.

2.3.13 Equal Opportunity Employment

No employee, or person seeking employment with ADS SR, shall be appointed, promoted, demoted, removed, or in any way favoured or discriminated against because of their sex, tribe, race, colour, religion, age, sexual orientation, disability, or HIV status. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

2.3.14 Conflict of interests

In case of Immediate and close relatives of current ADS SR employees applying for any position in the organization, a declaration should be made by the employed relative in writing prior to the interview/ job selection to avoid conflict. In no instance can a relative be involved in the selection process or influence the

hiring process. If hired, a relative may not be supervised by or supervise a relative.

2.4 Probation.

2.4.1 All new contracted employees will be subject to a probation period of three (3) months.

2.4.2 During the probation period, employees will be expected to demonstrate suitability for the position before confirmation of employment with ADS SR. The supervisor will assess the quality of the individuals work and determine if they are suitable for continued employment with ADS SR. This assessment be appraised and filed. In the event an employee is determined unsuitable for continued employment the employee will be released and have no further recourse.

A written probation appraisal will be conducted fourteen (14) days before end of probation period by the employee supervisor who will submit a report to the Executive Director for confirmation approval

2.4.3 Annual leave accrual: The employee will accrue annual leave while on probation. However, he/she may not take any leave until after successful completion of the probation period. However, exceptions may be granted by the Executive Director for annual leave to be taken on prorated basis in case of emergencies.

2.4.4 Salary payment: While in probation the employee will receive hundred per cent of their salary and other entitlements as provided for in the employment contract.

2.4.5 Extension of probation period: could be extended by a further three months if the supervisor feels that more time is needed to assess the suitability of the employee for the position. Prior to commencement of the three (3) months' probation extension areas of weakness will be discussed with the employee by his/her supervisor. Any extensions must be approved by the Executive Director.

Upon satisfactory completion of the probation the employee will be served with a letter of confirmation, if the performance is still unacceptable after extension period, the employment contract will be terminated.

2.4.6 Termination during the probation period: either party may terminate the contract by giving Seven (7) days written notice or by payment of the equivalent salary stipulated for the notice period.

2.5 Contract Renewal.

The notice period for renewal of contract will be in writing by both parties (employer & employee) through the office of Human resource copied to the Executive Director and Supervisor. It will be submitted at least one (1) month in advance or payment of One (1) month will be made in lieu of notice or as specified in the contract of employment.

ADS SR will also be required to provide at least one (1) month notice to its employees in case the program does not intend to renew the employee's contract or pay one (1) month's salary in lieu of the notice.

Contract extensions will be prepared and signed by both parties at least one (1) month before expiry of the running contract but subject to confirmed availability of funding.

2.6 Personnel Files

2.6.1 A personnel file will be set up for each staff member. These files are confidential, with only the Human resource office having access.

2.6.2 They will therefore be stored in a locked cabinet or use of any available online filing system that is secure. It is important that all personnel files are kept up to date; therefore, all staff must notify their line manager when any of their personal information changes.

2.6.3 Personnel files will contain the following;

- Application letters, copies of the most current curriculum vitae, academic certificates, confidential letters from referees and copies of practicing licences and registration documents
- Complete and updated personal/bio data form and passport photograph.
- Beneficiaries' next of kin details.
- Copies of certified national identity cards and/or passport.
- Copies of marriage certificate and birth certificates and birth registration of children.
- Duly signed copy of contract letter (in signing the contract, the staff members agrees to abide by the terms and conditions of employment)
- Copy of current job description

- Copies of necessary statutory documents (PIN, NHIF, NSSF) and bank details
- Copies of performance appraisal.
- Copy (signed) of the orientation and induction checklist.
- Copy of driving licences and certificate of good conduct (where applicable)
- Signed list of organisation property and assets assigned to the employee (to be surrendered on termination of employment unless otherwise documented by the organization)
- Work permits for non-Kenyans (where applicable)
- Records of changes in employee status
- Copy of signed conflict of interest form

CHAPTER 3: STAFF DEVELOPMENT AND PERFORMANCE MANAGEMENT POLICY

3.1 Staff Development

3.1.1 Preamble

ADS SR recognises that in order to deliver quality programmes to benefit the poor, it requires quality staff. ADS SR is committed to staff development, to learning from good practice and developing as a learning organisation. ADS SR Staff Development Policy outlines the commitment and the practical outworking of staff development and the document is kept by the HR office.

3.1.2 The main areas for staff development

- Identifying staff development needs
- Identifying options to address these needs
- Guidance on identifying constraints and deciding priorities
- How to write a Personal Development Plan (PDP) to implement development options
- How to retain and capture learning throughout the process

3.1.3 The policy also includes:

- The staff performance management process with the appraisal tools.
- Who is responsible for what aspects of staff learning and development?
- As part of the ongoing learning for the organisation, staff will have exit interviews with their line manager at the end of their employment with ADS SR

3.1.4 Promotion through staff development:

- ADS SR will endeavour to promote staff from within the organisation, giving priority to those persons applying who possess the capability required when vacancies or new opportunities present themselves.
- ADS SR shall always however, select the candidate who is best qualified to fill whatever vacancy exists, in order to protect the integrity of the organisation. Promotions are to be given without discrimination based on based on past performance and capacity for the position to be filled. There will be no discriminations like tribe, race, colour, religion, sex, sexual orientation, national origin, age or disability, including HIV status.
- ADS SR will consider the needs of staff who request or require changes in their work, always looking to place each staff member in the place where their skills and competences match the responsibilities and where they can be most effective.

3.1.4 Staff self-development and studies

Staff planning to grow their careers within the organization will be encouraged to do so.

Study Leave will be approved by the Executive Director subject to the following:

- a) The applicant will have completed at least one-year service on the proposed date of commencement of the study leave.
- b) The proposed course is relevant to ADS SR.
- c) Where the study was initiated by the employer, then all days required by the employee to be off duty for study/exams shall not form part of the employee's annual leave.
- d) Where the study was initiated by the employee but is relevant to the organization, then any days beyond the eligible 10 days shall be deducted from the employee's annual leave days or taken as unpaid leave.
- e) Irrelevant studies (to ADS SR) will not be approved for study leave.

3.1.5 Employees may be eligible to some days per year to attend examinations provided the employee had given notification on commencement of the study and the employee has produced a valid examination time table. This policy is dependent on the days of the timetable upon confirmation that the employee is required to seat for such exams. The employee will also be required to take care of any urgent duties before proceeding on leave. Leave to attend examination will be approved by the supervisor provided the employee has complied with all conditions herein.

3.2 Staff Performance Management

3.2.1 All staff will have an appraisal every year. This will include self-appraisal and line-manger's appraisal. The appraisal is an opportunity to self-evaluate and be evaluated, receive feedback on performance, strengths and weaknesses, to discuss areas for support and professional development and to raise issues with the line manager.

3.2.2 Appraisal tool: ADS SR will have an appraisal tool with both employee(self) and the line manager evaluation sections. The tool is sent by HR to employees and line managers 1 months before the appraisal is due. The line manager then works closely with the staff member to complete a self-evaluation in a period not more than 2 weeks. The Line manager then appraises the staff. A

fully signed copy of this appraisal be forwarded to the HR office and will be added in staff's personnel file.

The appraisal forms will be populated by each staff with details of their annual/periodic deliverables as per job descriptions and the actual performance during the period of appraisal.

3.2.3 The employee evaluation shall be conducted in the employee's presence.

The evaluation should discuss the strong and weak points of the employee's performance as they relate to his or her/her job description and development needs. It will also include a discussion of how the employee, with support from the supervisor will address any weaknesses between the time of the evaluation and the next evaluation.

3.2.5 All staff should have their own Personal Development Plan (PDP) and take responsibility for their own development with the guidance and support of the Supervisor. The PDP is discussed and agreed with the staff member and the line manager.

CHAPTER 4: WORKING AND DEPLOYMENT CONDITIONS POLICY

4.1 Working and Office hours

4.1.1 Normal office hours will be between 8.00am and 5.00pm Monday to Friday with one-hour lunch break Monday to Friday.

- The standard working hours are 40 hours per week.
- Due to the nature of work in the field, the field officers should be able to determine their own daily working hours and patterns.
- At times, it is recognised that staff may be required to work beyond the regular office hours. It is ADS SR expectation that staff will maintain flexibility when requested to do so by their Project heads.

4.1.2. Punctuality: Staff are expected to report on duty punctually. However, it is recognised that occasionally it is necessary for staff to arrive late or leave early for personal reasons. In such cases, staff should make arrangements with their Project heads for such absences and plan to make up the time away during a lunch hour or by working later or arriving early on another day. If for some reason the employee cannot arrive at work on time s/he should contact his/her Project head by 9 O'clock to communicate the reason and the duration of such absence. Unauthorised habitual absences may be penalised by loss of pay for the time away from work and sometimes summary dismissal maybe applied as per the rules established.

4.2 Work Outside of Normal hours/compensation time.

Staff who are required to work extra time may be entitled to claim compensation time. Compensation time is intended to ensure that employees have adequate time for relaxation in order to avoid burn-out and deal with personal matters.

Any work outside normal office hours for which an employee intends to request compensation time must be approved by the employees' supervisors before the additional hours are worked.

Employees are encouraged to take compensation time as soon as possible after working the extra hours. Compensation time should generally be taken within the same month of extra work unless scheduling makes it difficult. Supervisors should try to ensure that staff are not being required to put in extensive extra time without opportunity to take some time off.

- Compensation time may only be taken with prior negotiation and approval with the employee supervisor and will only apply to extra work.

4.3 Absence from work

Employee should to notify the supervisor/line manager prior to the planned absence in writing (email) if the needed absence is abrupt then employee can make a call to the line manager

An employee who is absent from work without permission or reasonable explanation involving extenuating circumstances (e.g emergencies, accidents, serious illness) will face disciplinary action.

4.4 Time sheets.

All employees must submit timesheets at the end of every month in order to receive their salary.

Timesheets must be approved by the employee supervisor. The timesheets should document the hours worked and any leave taken within the month. Where an employee's work time is shared between various projects, such must be indicated in the time sheets to show how the time is shared amongst the various projects.

The staff are required to fill time sheets on daily basis. This shall be checked against the work scheduled provided to the supervisor and whether the task have effectively been accomplished without compromise.

4.5 Working from Home Policy

Staff may from time-to-time work from home depending on management decision. The management will come up with framework to exercise effective control on the same. However, it must be made clear to the employees that ADS SR policies must apply whether working remotely or from the office.

Employees will be required to send request via email and must be approved by the staff supervisor.

The staff will be required to submit their work schedule and tasks expected to be accomplished when working from home. These submissions must be made a day before to enable supervisors track performance of the staff while working from home. The supervisors shall consider adequacy of the work schedule and agree if

need be for additional tasks where omissions have been made or when work schedule provided is inadequate.

While working remotely, the staff shall be required to keep their communication channel open.

Staff are only allowed to work from home for a maximum of 3 days a week. During the home working, staff must make sure that are online both via phone and emails or other communication channels as the organization will state from time to time.

4.6 Team devotions and spiritual retreats

ADS SR believes in developing the spiritual and corporate life of the team. Morning devotional services are held at least once a week for all members of staff.

ADS SR staffs converge once every month for prayer and this is meant for every staff. Consequently, staff members are expected to be involved in local church activities in various churches. All new staffs are expected to provide a reference letter from his/her religious leader.

4.7 Drug and Substance abuse

Drug and Substance abuse conflicts with the general health message that ADS SR seeks to convey and, in many parts of the world and contradicts Christian teachings. Drug and Substance abuse is unacceptable in ADS SR.

4.8 General code of conduct

4.8.1 Dress code: In order to ensure a consistent Christian witness and professional image, both male and female are expected to dress appropriately both for the climate and for the culture of the community and the type of work that they undertake.

4.8.2 Punctuality: Employees are expected to be punctual for work at all times.

4.8.3 Hours of work: All employees are required to observe the hours of work as from time to time notified

4.8.4 Breaks: the duration of authorized lunch break must be strictly observed

- 4.8.5 Right to search:** The organization reserves the right to mount security search of any employee entering or leaving the premises.
- 4.8.6 Alternative duties:** Employees may be called upon at any time to undertake reasonable alternative duties within the employee's capabilities.
- 4.8.7 Absence:** Employees must not absent themselves from work unless they have obtained permission, from the appropriate Supervisor or unless they are unable to work by reason of sickness or injury which must, however, be notified to management and certified by a competent medical practitioner.
- 4.8.8 Shift change over:** Any employee working on shift should remain at his work place at shift and until his reliever has arrived or his supervisor makes alternative arrangements. Failure to await a reliever will be regarded as unauthorized absence from work place.
- 4.8.9 Safety policy and accident prevention:** Employees are required to acquaint themselves with and strictly observe the safety rules and regulations.
- 4.8.10 Undue use of influence:** Employees are warned that the practice of seeking undue influence on the management as a means of seeking any form of favour will be viewed with disapproval. Any such attempt is considered irregular and will not be of advantage to the employee, on the other hand it may actually be detrimental to his interests.

4.9 Surcharges:

A Head of Department may order the recovery from an employee's salary, of the cost or part of the cost of any loss or breaking caused by default or negligence.

If a Head of Department considers that the employee may have been guilty of negligence which would merit an order for recovery of a sum, that sum should not be exceeding three month's salary.

CHAPTER 5: COMPENSATION AND BENEFITS ADMINISTRATION POLICY

5.1 Preamble

ADS SR will ensure that its salary system is fair and externally competitive. All positions will be evaluated and given a salary, which reflects the realities and practices of the local labour market.

When establishing the salaries for each post, ADS SR will take into account the following;

- Local labour legislation, market and employment practice.
- Responsibilities and required qualifications
- Local common practice: consistent with salaries for similar positions in other organisations of similar size and nature
- The prevailing economic situations and cost of living
- Education, qualifications and experience

5.2 Setting salary levels

- It is ADS SR's general policy to pay the average market salaries of similar Organisations, supplemented with a good benefits package. Therefore, it is important for ADS SR to know what other peer organizations are providing for their staff and set salary and benefit levels accordingly.
- ADS SR will collect data on salaries and benefits from comparable Organisations either by commissioning an employment consultant or by contacting several (at least 8) Organisations and making comparisons.
- ADS SR will collect cost of living data in its operational location and apply this to the salary data.
- To remain consistent within these service sector, data will be collected and analysed at least once every year. It is important for staff to understand that reviewing salary data will not necessarily mean a pay rise.
- Salary levels will consider overall costs in relation to available funds.
- Staff are paid for the responsibilities of the post to be performed to an acceptable level and not according to how long they have been employed by ADS SR.

- ADS SR believes that experience and qualifications are important. These will be considered at the time of the interview and will be key in the selection of the right candidates.
- The level of salary will be stated in the employment contract.
- Any changes to salary will be done in consultation with staff and notified by the Executive Director in writing. Details of salary changes will be kept in the staff member's Personnel File.

5.3 Salary payments

- Salary payments will be made directly to the staff member in the bank account provided, by cheque, bank transfer, or in the mode stipulated in the employee contract agreement.
- The payslip will be given to staff detailing salary, overtime (if applicable to the position), allowances and deductions.
- All salaries will be paid in arrears by the fifth (5th) working day of the subsequent month latest. Where the 5th lies on a weekend or public holiday, then it can be paid earlier
- Salaries shall be payable less the prevailing statutory and authorized deductions.
- Salaries will be paid in local currency.
- Salaries will only be paid upon submission of a complete timesheet detailing the number of hours worked, annual leave, sickness and overtime (if applicable), which must be submitted for the supervisors' approval on the last workday of the month.
- Casual employees shall be paid at the end of the day of service or at such intervals as may be agreed between the employee and the organisation. This must, however be paid based on a daily wage rate.
- Temporary employees shall be paid at the end of each month and based on actual days worked during the period or on completion of agreed assignment whichever date is earlier

5.4 Salary deductions

5.4.1. Statutory deductions: Salary and benefits will be subject to any mandatory tax and social security deductions in accordance with Kenya regulations. ADS SR will pay the legally required deductions to the appropriate Kenyan authorities which are NSSF, NHIF, PAYE, Pension scheme contributions, Housing Levy,

HELB loans, SACCO deductions, contributions and any other statutory deductions. There is no exemption from statutory deductions

The monthly salary payment will outline the deductions on the monthly payslip.

5.4.2. Outstanding debts: ADS SR reserves the right to deduct any outstanding amounts owed to the organisation from the staff member's salary. However, such deductions may not exceed one third of the staff member's take home salary. Staff will be informed of any such deductions before they are made.

5.4.3. Absence from work deductions: Deductions may be made as a result of unauthorised absence or in connection with loss or damage to goods belonging to ADS SR.

5.4.4. Consultants and temporary employees are also taxed at source in accordance with the prevailing rates of taxation

5.4.7. Wages paid to casual employees are not subjected to taxation

5.5 Salary reviews

- Individual salary levels will be reviewed and adjusted periodically in relation to increase in the cost of living and availability of funding. Salary increases are contingent upon an average or better evaluation on the employee's performance
- The ADS SR Board shall determine the applicable annual salary increment from time to time at end of each year. However, salary review may not necessarily have to result in a salary increment. Annual increment rates will be determined by the Board in consultation with the Executive Director. The Executive Director will then communicate the rate to staff in a MEMO when it's a Month to end of the year. Increment will only be done to appraised staff.
- Employees who are promoted will receive a salary increment at the time of promotion. If an officer is promoted and his/her salary on the effective date of promotion is less than the minimum of the salary scale attached to his/her new job group, he/she shall receive the minimum of the salary scale attached to his/her new job group on the effective date of promotion.
- If on the day of promotion, he/she has attained the maximum salary of the salary scale attached to his/her former job grade, he/she shall enter from

the effective date of his/her promotion at the point next above his/her salary.

- All salaries will be periodically reviewed compared with other organisations of a similar nature and size in order to make sure that ADS SR salaries remain fair and competitive.

5.6 Salary advances

- In exceptional and extenuating circumstances, mostly in cases of employees who need certain assistance to help them improve performance of their duties (due to hardships which have resulted from circumstances beyond the control of the employee).
- ADS SR will advance not more than 50% of one (1) month staff net monthly salary. Advances will only be granted between the 14th and 21st of the month and must be approved by the Executive Director after a written letter from the employee explaining the circumstances leading to the situation for which he/she could not have planned or foreseen.
- Advances will be recovered in full of the salary in the month from which it was taken. This be at the time making immediate salary payments.
- It is recognized that this policy may seem to place management in a difficult position when faced with an urgent, compassionate case where cash is required. It is for this reason that full organization support will be given to an employee's Co-operative Savings & Credit Society.

5.7 Acting up Salary

- All staff are expected to be flexible and will be required to cover the duties of other team members who are on leave from time to time.
- However, where a staff member is asked to perform a higher role temporarily for four consecutive weeks or more, an acting salary may be paid but subject to availability of resources. Acting allowance will be determined by the Executive Director through the HR office in consultation with the Finance department.
- An acting appointment shall not be made in cases where a post falls temporarily vacant due the absence of the post holder on account of illness or leave unless the period of such absence exceeds 30 days or

when the officer's acting appointment follows another within an interval of no more than 15 days and the actual duration of both acting appointments is more than 30 days.

- This salary will continue to be paid for a maximum of three months during which time a vacant post will be advertised and filled.
- Where a staff member acts up for only a partial role, a job evaluation will take place and salary set in accordance with the role being undertaken. The line manager will carry out the job evaluation.
- The additional sum paid is a temporary allowance and will not affect any other benefits. The acting up allowance will be shown as such on the staff member's pay slip and will be subject to statutory deductions in the usual way.
- The acting up allowance will start from the day that the staff member starts acting up for four consecutive weeks or more.

5.8 Staff Medical Insurance

All ADS SR staff will be enjoined to a ADS SR staff medical insurance scheme. This will continue as long as the organization can afford to meet the premiums for the Medical Insurance Scheme. However, in case ADS SR cannot afford due to unavailability of relevant funds; it will be indemnified from this obligation. However, this will not apply to interns and casual employees. ADS SR will provide a medical insurance of not less than Ksh 50,000 for the staff to cover for the staff medical affairs, any liability injuries and any other as will be negotiated in the best interest of the staff. This will cover for the employee, spouse and up to 3 (three) children. In some cases, the organization will request that the employee submits evidence of relationship like birth certificates.

ADS SR will not discriminate against any person who has a long-term illness which is not likely to affect their work performance in the foreseeable future.

5.9 Provident Fund Scheme

All ADS SR staff, will be enjoined to the organization staff provident Scheme. This will continue as long as staff contracts are renewed, and ADS SR can afford to meet the premiums for the Scheme. However, in case ADS SR cannot afford due

to unavailability of relevant funds; it will be indemnified from this obligation. This should be communicated to staff in writing through the Executive Director. However, this will not apply to interns and casual employees.

ADS SR will contribute a fixed percentage of 10% to the basic salary towards a staff Provident Fund Scheme and employees will contribute minimum of 10% towards the same.

5.10 Death in Service (only in cases where insurance is not available)

- In the event of the death of a staff member, the organization will contribute a minimum of Ksh 30,000 towards the staff member's funeral expenses, this will be subject to review.
- The staff member will be required to provide beneficiary information at the beginning of their employment.

5.11 Allowances

All allowances are subject to Kenya Revenue Authority Tax Regulations as already incorporated in the consolidated salaries. These allowances will only be applicable when stated in the staff member's contract of employment or after having been approved by the Programme Manager.

5.11.1 Housing Allowance

House allowance will be 50% of the basic salary.

5.11.2 Water and electricity Allowance:

Will be 15% of the basic salary.

5.11.3 Field, risk, responsibility, allowances

The organization will always negotiate to be covered under the insurance.

In cases where insurance has not covered, it will be decided upon by the management as per the current recommended rates.

5.11.4 Official travel outside of regular workstation

When expedited to other areas for an overnight stay, ADS SR will cover overnight/travel costs that may include travel, accommodation and food costs for the duration of the trip.

5.12 Work Clothing

ADS SR will provide relevant work clothing to employees who by nature of their work require them e.g. Veterinary officers, nurses, housekeepers and cleaners.

5.13 Loans

ADS SR receives its funding to implement specific activities for its beneficiaries. Therefore, ADS SR cannot allow the use of such funding to make loans to staff. The organization will not be liable for any personal loans.

5.14 Retirement

The Senior management positions will retire at age of 70 years so that the organization can utilize their experiences and networks.

However, for other positions in the organization, the retirement age will be 60 years or as will be dictated by the Kenyan Law.

5.15 Staff end of year Token/13th Month

Every December, subject to available funds, ADS SR will give a token to the staff. This does not form part of terms and conditions of employment.

If resources allow, ADS SR may offer the 13th Month to its staff at end of the year. This be on prorata basis.

CHAPTER 6: LEAVES & HOLIDAYS

6.1 Annual Leave

All staff is entitled to a total of 26 working days paid annual leave and public holidays per calendar year, in addition, staff are entitled to a Christmas break whose length is determined by the completion of the annual activities.

Taking annual leave

- The line manager must approve all annual leave in advance. Staff should complete and submit their Annual Leave Form for approval. Line managers should complete the Leave Schedule and inform their HR Administrator.
- Leave can only be taken after it has been earned
- Wherever possible, two weeks' notice should be given for leave of one week or more. For leave less than one week, a minimum period of one week's notice is required.

- Staff are encouraged to take all of their annual leave. However, if leave is unused at the end of the calendar year, it will not be carried forward to the next period.
- Staff cannot use any annual leave from the following calendar year when leave from the current year has been exhausted.
- ADS SR will not normally pay for unused annual leave at the end of an assignment.
- If more leave has been taken than earned at the termination of employment, an appropriate deduction will be made from the final payment.

6.2 National holidays

- Staff will be entitled to those national holidays officially recognised by the Government of Kenya.
- ADS SR will also observe New Year's Day, Good Friday, Easter Monday Christmas Day and Boxing Day (December 26th) where these have not been officially recognised. These days will be part of official holidays.
- In the event that the staff member is required to work on any of the observed national holidays, days off will be carried forward to another day as authorised by their line manager and taken as time off in lieu in addition to annual leave.
- These days however, will not be carried forward from one contract period to subsequent contract period. When the staff fails to take these days in his/her current contract, any such outstanding time off will be forfeited.

6.3 Leave without pay

- Leave without pay will only be granted in exceptional circumstances and with the approval of the board. Leave without pay should not exceed two months, during which time, no salary will be awarded and benefits will not accrue. The ample notice period shall be provided for the intention to take unpaid with the clear indications on reason to take the leave. This would allow the management determine whether the timing for the same is favourable to the organization and propose alternative options for the same.
- Leave without pay will only be considered for staff who have 12 or more months of service with ADS SR.

- The employee shall not be allowed unpaid leave to take up another employment or to work as a consultant in another organization

6.4 Sick Leave

6.4.1 Short-term sick leave

- In the event of sickness where a staff member is incapacitated and unable to perform his or her duties, a staff member will be entitled to be paid sick leave for up to 20 days spread over a year at different intervals in a year.
- When a staff member is incapacitated and unable to perform his or her duties for less than 4 weeks short-term sick leave will apply.
- Staff must contact their line manager as soon as possible on the day of work to let them know they are sick.
- Sick leave is not to be regarded as additional annual leave.
- Absences of more than three days require a certificate from a recognised medical practitioner. A certificate will be required at weekly intervals for longer absences.
- The HR Officer will keep a sickness record for each staff member.
- Staff have a responsibility for seeking early professional treatment to avoid smaller ailments turning into larger ones.
- ADS SR shall have the right, in the event of serious prolonged or recurrent illness, to require staff to see a medical practitioner approved by ADS SR for examination and report.

6.4.2 Long-term Sick Leave

- When a staff member is incapacitated and unable to perform his or her duties for more than 4 weeks long-term sick leave will apply. A staff member will be asked to provide proof of sickness through a doctor's certificate.
- After two months continuous service with ADS SR the staff shall be entitled to a maximum of thirty days' sick leave with full pay and thereafter to a maximum of fifteen days' sick leave with half pay in each period of twelve months' continuous service
- ADS SR will remain in contact with the staff member throughout long-term sick leave to show due concern for the staff member's circumstances, to keep up-to-date with progress and to assess when the staff member can return to work.

6.5 Maternity leave

- ADS SR will provide maternity leave to a female staff member who has a signed contract of employment.
- Maternity leave 90 calendar days leave at full pay. One can add annual leave.
- Additional unpaid leave may be granted at the discretion of the Executive Director.
- Expectant staff must submit a leave request to their line manager and the HR Manager at least 2 (months) before the baby's expected birth date. Approval shall follow the same procedure as for annual leave. This request should be accompanied by a doctor's certificate.

6.6 Paternity leave

- ADS SR will provide paternity leave to staff to allow the father to spend time with his family for the birth of a new born child.
- Paternity leave will be 14 calendar days paid leave (within 30 days from the birth of the child) in any one year.
- Paternity leave shall be applied for using the standard Annual Leave Record and approval shall follow the same procedure as for annual leave. This request should be accompanied by the doctor's confirmation certificate of the new born child.

6.7 Compassionate Leave

- ADS SR will allow paid compassionate leave in the event of death of an immediate family member. The following are only to be used as a sensible guide and staff may make written requests for longer periods to the Executive Director. Compassionate leave may be varied either way by the ED without giving reasons for doing so.
 - ✓ Spouse and legal child 14 consecutive days
 - ✓ Parents 07 consecutive days
 - ✓ Parents-in-law 03 consecutive days
 - ✓ Siblings 03 consecutive days
- When death of other relatives not specified above occurs, the line managers may grant emergency annual leave.

- The line manager must approve all compassionate leave in advance.

6.8 Study Leave

Refer to 3.2

6.9 Staff End of year recreation

ADS SR will organize staff recreations at the end of the calendar year where funds are available.

CHAPTER 7: HEALTH AND WELFARE

ADS SR endeavours to provide a safe and secure working environment for all its staff and visitors. ADS SR will abide with Kenya legislation with regard to health and safety practice in the workplace. All staff will be briefed on where to find appropriate equipment in an emergency (e.g. first aid kit, fire extinguisher). Each staff member is responsible for familiarising him/herself with the location of the equipment and how to use it. Where safety equipment is provided, staff should make use of it. For instance, staff travelling in a vehicle should wear a seat belt.

7.1 Work Procedures

The Finance and Logistics department each have their own operational guidelines (Finance Procedures Manual and Administration Procedures Manual), which contain the standard operating procedures for the programme in these areas. Staff should refer to these manuals for policy and practice in the areas of finance (especially claiming expenses) and logistics (especially in the area of vehicle usage, asset management and purchasing). These Procedures Manuals are compliant to the tenets/beliefs of this Staff Handbook.

7.2 Security

ADS SR through its policies aims to reduce the risks to its staff members. A program manager in each program will be in charge of security for the whole team.

All staff should receive a security briefing during their orientation, and should attend any meetings in security recommended by Administrator and approved by Programme Manager. The program manager of each project site is responsible for writing up a Security Plan for that site. All staff members working in or visiting the site should read and learn the contents and follow the advice given therein.

The program manager of each has responsibility for security of his / her staff members in that location. All staff members must submit to the authority of the program manager in all security matters.

When visiting a location, all staff members must submit to the authority of the manager of the location, particularly in security matters, for the duration of the visit.

Individual staff members are responsible for their own security and should take active measures to reduce the risks to which they are routinely exposed.

7.3 Accidents

All accidents must be reported to the line manager within two hours and failure to do so may lead to disciplinary action. If required, medical attention will be sought for the staff member. A first-aid kit will be provided in each work station, and in all vehicles in the field, for emergency use only. All accidents should be logged in the Accident Record Book held in each site by the Area Administrator.

7.4 Response to traumatic incidents

If staff is involved in a traumatic incident, they or their line manager may recommend Critical Incident Debriefing or counselling. Any staff member may request this if necessary and the HR Manager will facilitate the process. If a staff member is evacuated, the HR Manager will arrange to keep the staff member's family informed if requested by the staff member.

7.5 Confidentiality

- Staff are not permitted to disclose any information in relation to the technical operations and activities, either internal or external, or any other ADS SR related matters to non-project personnel without the written authorisation of the Programme Manager. The only exception to this policy is for staff who have contact with external organisations specified in their Terms of Reference.
- It is implicit in this confidentiality agreement that a staff member shall not disclose such information even after the employment relationship has been terminated.
- In their day-to-day work staff who deal with or come across sensitive information are similarly expected to use their professional discretion and should not disclose such information to other staff members within ADS SR. Beneficiaries must sign consent for taking photos and stories.
- Staff in possession of personal staff data must not disclose this kind of information to anyone else without the consent of the concerned staff member. Disclosure of personal information, such as a medical condition,

without formal consent will result in a disciplinary hearing with possible dismissal. See the Disciplinary procedure for more information.

CHAPTER 8: SEPARATION

8.1 Termination of Employment

An employee's employment contract with ADS SR may be terminated under any of the following circumstances:

- i. Voluntary resignation
- ii. End of Job contract
- iii. Termination during probation period
- iv. Redundancy
- v. Termination on disciplinary grounds or poor performance
- vi. Death of an employee

In all cases of termination by ADS SR (as employer) and summary dismissal, the Executive Director shall always ensure that the concerned staff has been given the opportunity to express his/her views of the situation through an exit interview.

The management of ADS SR will endeavor to handle staff issues amicably and promote the principles of justice and will only terminate the services of an employee in line with the policies in this manual and in line with the employment act.

8.2 Voluntary Resignation

An employee wishing to resign from the organization shall submit a letter of resignation to the Executive Director. The letter will bear a date, contain reason for the resignation if the staff wishes to disclose, and will state the preferred date of resignation. Employees shall give the organization a minimum of one month's notice in advance of the expected resignation date, or a minimum one month's salary in lieu of notice. Upon acceptance of the resignation, ADS SR may elect to release the employee at any time during the notice period, and pay the employee his/her salary up to the end of notice period. A thorough clearance and hand over process should be undertaken.

On the employee's last day, the employee's Supervisor, Head of HR and Executive Director will conduct an Exit Interview. At the Exit Interview, the clearance and hand over reports will also be discussed.

Resignations will be accepted and confirmed in writing by the Executive Director. Prior to this, however, the Executive Director should inform and consult the ADS SR Board. An employee whose resignation is accepted and fulfils contractual obligations will be entitled to terminal benefits. Benefits will be processed within a maximum period of 3 months upon the employee obtaining the necessary separation clearance from ADS SR.

8.3 End of Contract

An employee may separate from the ADS SR if either or both parties to the employment contract so desire at the end of the valid contract period without cause. At least one month's notice of intent not to renew the contract shall be given by the party intending to not renew the contract. Failure to provide such notice will be compensated for by payment of one month's salary or its forfeiture in lieu of notice.

Staff who separate from the Association at the completion of a contract will be entitled to all terminal benefits due to them as specified in subsequent section.

8.4 Termination

- i. In the case of closure or suspension of ADS SR's operation in the country, the employment of all staff will be terminated. One month's notice of such termination or payment in lieu of notice will be given.
- ii. The employment of a staff member may also be terminated by the ADS SR Board at their discretion as a result of elimination of a position, the completion of a project by giving the affected staff a one month's notice or a one month's salary in lieu of notice.
- iii. Where an employee has committed major misconduct and the organization is entitled to dismiss him/her summarily, the Executive Director may, without prejudice, reduce such dismissal to normal termination by giving the employee the relevant contractual notice or payment in lieu thereof.
- iv. An employee whose services are terminated will be entitled to terminal benefits with all outstanding advances and surcharges will be recovered from the employee's terminal benefits.

8.5 Normal Retirement

- i. The senior management positions are allowed to join the institution at any age
- ii. Staff may voluntarily retire on medical grounds, due to persistent ill health and where a qualified medical doctor has confirmed the persistent nature of the illness, and the matter has been considered and approved by the Board. Where such illness is due to occupational hazard, additional compensation may be given based on the degree of injury/illness as assessed by a qualified medical doctor, provided that such compensation is not covered by the provisions of any other policy. The staff so retired shall be eligible for full benefits.

8.6 Death in Service

The termination of a deceased employee shall be effective from the date of death. Benefits due to the deceased employee from ADS SR payable will be remitted to the official next of kin. The benefits will be computed using regular termination procedures.

8.7 Exit Procedure

8.7.1 The following will be the exit procedure following an employee's separation from ADS SR:

- Handing over of the ADS SR's property;
- Clearance form signed by the relevant staff, department heads and the Executive Director.
- Finance department compute final dues which include; pay for days worked payment of leave days earned and not taken and payment in lieu of notice, less any dues owed to the ADS SR. The head of HR will sign off the final dues.
- An exit interview will be conducted by the head of department, head of HR and the Executive Director.
- Gratuity payment; this will be per the set ADS SR s guidelines and regulations.
- Declaration signed by the ex-employee that they have no further claim against ADS SR.

8.7.2. At the end of employment with ADS SR, a staff member shall be given a Certificate of Service. This certificate will indicate:

- ADS SR's name and mailing address.
- Name of staff member and mailing address.
- The date of first employment and position(s) held.
- Nature of employment and duty location.
- Date employment was terminated.

CHAPTER 9: DISCIPLINARY & GRIEVANCE POLICY

9.1 Preamble

It is hoped that a strong and close working relationship based on trust and support will be built between ADS SR and its staff. In view of this, every effort will be made to work through problems and issues in a sympathetic and supportive way so that the formal disciplinary procedure is not necessary. However, staff are expected to abide by the policies and procedures set by ADS SR.

Should serious problems arise relating to a staff member's standard of work, such as gross misconduct which could endanger life or limb or could bring ADS SR or its beneficiaries into disrepute, failure to live harmoniously in the team or failure to follow the advice or direction of the Programme manager, then ADS SR will take action which may in exceptional cases result in the termination of employment. In particular, breaches of the security guidelines imposed by ADS SR and the Programme manager will be considered gross misconduct.

ADS SR wishes to ensure sensitivity and confidentiality when addressing disciplinary matters. Therefore, individuals involved in disciplinary cases will be kept to a minimum and be required to treat all information confidentially and with the appropriate respect, in order to protect the interests and integrity of all concerned. Failure to do so will invoke disciplinary action.

When disciplinary proceedings are required, the standard three-stage procedure below will apply. Staff should recognise the special situations in which they usually operate, including potentially raised levels of stress, danger to other team members, or increased risk of bringing ADS SR and/or its operating partners into disrepute. With this in mind, in cases of gross misconduct the disciplinary proceedings shall have fewer steps. ADS SR will ensure that disciplinary action is not taken until each case has been fully investigated. On all matters of discipline, ADS SR will comply with the Laws of the Kenya.

9.2 Stages of Disciplinary Procedure (General Misconduct)

9.2.1 Verbal warning

The line manager/ HR Manager will discuss the complaint with the staff member, ensuring that he or she has had a chance to state his or her view of events.

If appropriate, a verbal warning may be given, stating what is required in the future, and any time span for improvement/change in behaviour. ADS SR will support the staff members with their improvement in performance/conduct where possible.

A record will be kept in the staff member's personnel file and a date set to review conduct/performance. The staff member will be informed that stage 1 constitutes the initial step of the disciplinary procedure. A verbal warning is given for the following reasons:

- Tardiness
- Leaving place of work for unrelated work during office hours
- Minor failure to follow health and safety procedures
- Idling or sleeping during office hours
- Violation of Terms of References (Job Description) assigned to staff.

9.2.2 Written warnings

In a case where an employee is guilty of an offence other than gross misconduct or other lawful cause of dismissal, s/he will be given a written warning by the Human Resource office. The line manager shall consult with the HR Manager to ensure that the content and procedure of issuing the warning letter is legally appropriate.

Warnings will be governed by the following procedures:

1st warning

The first warning shall be a written one and shall remain valid for a period of twelve months from the date of issue.

2nd warning

If within the twelve months period the employee commits a similar or any other offence which does not warrant summary dismissal, s/he will be given a second warning which will also be in writing. The two warnings will remain valid for a period of twelve months from the date of the second warning.

The board will be informed of the employees conduct.

3rd warning

If within these twelve months period, the employee commits a further offence which does not warrant summary dismissal, s/he will be issued with a final letter of warning which will make him / her liable to dismissal for any other offence which he may commit thereafter. The final letter of warning will remain valid for a period of twelve months from the date of issue.

- Any letter of warning shall be preceded by a discussion followed by a written explanation, if needed, by the employee, of the circumstances surrounding the case, and a report of which shall be kept in the employee's file.
- The employee will be asked to sign a copy of the warning to confirm that s/he received it. If the employee refuses to sign acknowledging receipt of the warning, that would constitute gross misconduct.
- One copy of the warning will be sent to the line manager's supervisor and one copy to the Human Resources Manager to be filed in the employee's file.
- The staff member has the right to appeal using the Grievance Procedure if he or she considers the result unfair.
- Authorised signatories for the first and second warning letters are, the line manager or an appropriate senior manager. Authorised signatories for the third warning letter should be the next level of management in consultation with the HR Manager.
- A staff member who receives a second warning letter will have any planned promotion and/or training postponed.

9.2.3 Warning Letter Offences:

A staff member will be given a written First, Second, and Third warning letters for the following offences:

- Poor time keeping, or unauthorised and unreasonable absences from work.
- Unfounded public criticism of ADS SR or its working partner.
- Unsafe work practices which do not threaten life or limb.
- Disturbing another staff member in the implementation of an official duty.
- Utilising office equipment/facilities for personal use without appropriate permission.

- Failure to report changes in personal status, in the composition of his/her family, change of address etc.
- Failure to report an existing, or potential, conflict of interest.
- Failure to comply with organisation policy especially acts that clearly contradicts or incompatible with organisational ethos.
- Unauthorised absence for two days in a row or more than three days in a month.
- Humiliating, insulting, deriding another staff member.
- Not notifying management in the first instance of a situation that may cause loss and/or damage to ADS SR.
- Refusing proper instruction from his/her superior that falls within the scope of the agreed Job Description/Terms of References attached to the employment contract.
- Acts of incitement or actual acts of discrimination on the grounds of gender, race, People living with disability, religion, colour or ethnic origin.
- Bringing firearms/dangerous weapons to ADS SR premises.
- Disorderly behaviour or any act subversive of discipline which causes losses or can potentially pose danger to ADS SR interests.
- Habitual neglect of work and responsibilities
- Unsatisfactory work performance even though appropriate training and support has been given.
- Violating traffic regulations because of rash or negligent driving.
- Actions that cause damage to the reputation of ADS SR or endangers its existence in any other way.
- Sleeping during working hours.
- Fails to report to his or her line manager or other appropriate ADS SR representative about well-substantiated concerns or suspicions regarding sexual abuse or exploitation by a fellow worker or beneficiaries and colleagues.
- Inability or unwillingness to adhere to the agreed Job Description/Terms of References attached to the employment contract.

9.2.4 Disciplinary Panel

The Executive Director will convene a meeting following an investigation for the Disciplinary Panel to consider the appropriate punitive measure. The Disciplinary Panel will normally consist of the line manager, Executive Director

and a board member. The results of the meeting will be communicated to the staff member within ten working days by e-mail, followed by a letter copy.

ADS SR will pay any outstanding accrued annual leave entitlement and payment in lieu of notice. In cases of summary dismissal there shall be no payment in lieu of notice.

If the decision is taken that the staff member should not be dismissed, all parties are expected to work together to improve working relationships and practices in the field. When a decision not to dismiss has been made, it will be essential that recommendations are made as to the future conduct of the staff member and how this should be assessed.

9.2.5 Gross Misconduct

If a staff member has allegedly committed gross misconduct, the board and the Executive Director will call a disciplinary hearing. This disciplinary hearing will normally be held in the office.

The staff member will be informed in writing about the reasons for the hearing. The staff member may invite a work colleague to gain support and advice. The HR Manager will also attend this meeting to provide advice. The staff member will be given full opportunity to state his or her case.

If the Executive Director decides that the matter is sufficiently serious, then the staff member may be suspended. The staff member will be suspended on 50% paid salary pending a full investigation. In the interest of all parties, the length of suspension will be kept to a minimum, with a maximum of 3 months.

Full details of the situation will then be provided to the Disciplinary Panel by the Executive Director and will include a written statement by the staff member on his/her viewpoint.

If after the hearing it is found that there has been no act of gross misconduct by the staff member, the unpaid salary accumulated during the suspension period will be paid in full.

If the staff member is found guilty of gross misconduct, the staff member will be summarily dismissed. In cases of summary dismissal there shall be no payment in lieu of notice.

9.2.6 Areas of Gross Misconduct

The following areas are considered as gross misconduct:

- Where the staff member has received three warning letters within a period of 6 months.
- Acts of serious insubordination.
- Breach of trust between the staff and ADS SR.
- Where a serious breach of safety or security regulations has led to a potential loss of life or limb or abduction.
- Falsification of records, documents or deceit purposefully false information or falsifying documents including during the recruitment procedure and negotiations
- Disorderly or indecent conduct, fighting or threatening physical violence.
- Gambling, being under the influence of alcohol.
- Possession or use of illegal drugs or misuse of drugs.
- Theft, embezzlement, or any kind of fraud related to any the property of ADS SR.
- Oppression, humiliation, hardness, intimidation, threatening another staff member or his/her family.
- Persuading or attempting to persuade a fellow worker to break the law.
- Damaging or endangering the property of staff members of ADS SR whether deliberately or because of carelessness.
- Receiving a payment for any services that he or she renders or is expected to render in the line of performing his or her official duties towards beneficiaries, fellow colleagues or other partners of ADS SR, be it in the form of money, a service, discount or a gift.
- Sexual exploitation and abuse of ADS SR personnel, beneficiaries.
- Any form of violation of ADS SR child protection policy.
- Commits crimes which inflict loss on ADS SR or while in the service of ADS SR, is found guilty of an offence that carries an imprisonment sentence or committing acts which violate the law or offend decency in the workplace.
- Any form of sexual activity with beneficiaries, regardless of consent or age.
- Divulging information concerning ADS SR activities without the prior approval of their line manager.
- Divulgence of confidential personal information without formal consent from the staff member concerned

- Exchange of project assets like money, employment opportunities, relief items or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour
- Giving or accepting bribes or receiving kickbacks in the form of money, services, discounts or gifts without authorisation from their supervisor and/or causes losses to ADS SR.

9.2.7 Suspension

Suspension does not imply that there has been any misconduct, or that there is any suggestion of guilt. It is a neutral act enabling the staff member to be released from his or her place of work without prejudice, pending a formal investigation of the allegations made. If it is undesirable for the staff member to remain at work in a case of gross misconduct, or other cause e.g. health and safety, then he or she should be suspended. Normally the authority to suspend will be with the Board.

The suspension must be confirmed in writing to the staff member, confirming the suspension date and outlining the reason(s) for it. The suspended staff member must not return to the work premises without prior authorisation from the Board through the Executive Director. Where a suspended staff member lives and works in the same location, special arrangements for that staff member will be made to remove any unnecessary discomfort.

9.2.8 Records

Records will be kept detailing the reasons of any breach of disciplinary rules or unsatisfactory performance; the staff member's response and mitigating circumstances; the actions taken and the reasons for it; whether an appeal was lodged, its outcome and subsequent developments.

These records will be kept confidential.

Copies of any meeting notes/minutes will be given to the individual – although consideration will be given to protect any witnesses.

Disciplinary records will remain on a staff member's personnel file for a specified period, usually 12 months. These records will be disregarded for disciplinary purposes after this period.

9.3 Grievance Procedure

ADS SR recognises the need to resolve conflicts immediately as they occur. The following procedure should be followed whenever a staff member has a grievance:

As much as possible, the grievance should be discussed initially with the person with whom a staff member has a grievance. (There should be no written exchanges until the two parties have attempted to have a verbal address without success). Once the two parties have discussed the issues at stake, a written summary of the discussion should be written and signed by both parties detailing the way they have opted to follow to resolve their differences. A copy of the written summary will be sent to the HR Manager for record purposes.

Where the two individuals fail to reach an agreement, they will involve their line manager(s) who shall set a date for mediation. The line manager(s) shall also make a written summary of the mediation and submit a copy to the HR Manager after the aggrieved parties have signed it.

Where even the line managers are unable to resolve the dispute, or in case a staff member has a dispute with his/her line manager, the line manager's supervisor should be involved in investigating the matter and mediating between the two parties. A written summary endorsed by both parties shall be sent to the HR Manager for record purposes.

If the line manager's supervisor fails to resolve the grievance to the satisfaction of all parties concerned, the aggrieved party or parties may present the matter in writing to the Executive Director who shall use his discretion to bring the matter to an amicable end. The Human Resources Manager can make recommendation and the Board's decision shall be final. The Executive Director may use external professionals or the help of a consultant.

Where a member of staff has been placed on disciplinary measure and is dissatisfied, he or she may appeal to the Executive Director within 14 days after receiving the warning letters. The HR Manager shall arrange to hear the arguments of the appealing staff member and subsequently make a written recommendation to address the case to the Board.

CHAPTER 10: HARASSMENT POLICY

10.1 Statement on Harassment

ADS SR is committed to providing a work environment that is free from any form of harassment, including sexual harassment and bullying. ADS SR finds any form of harassment totally unacceptable and recognizes the adverse effect such behavior has both on people who work in ADS SR as well as the clients.

All staff, board, filed Organizations and other stakeholders, have a right to be treated with equal regard, dignity, concern and decency. Any action or inaction, communication or behavior that could reasonably be interpreted as harassment or bullying shall not to be tolerated. Harassment of any kind denies the worth, integrity and dignity of human beings, fails to respect human rights, and may constitute unlawful discrimination. It affects both men and women and no-one should be subjected to it.

ADS SR provides impartial processes for dealing with harassment and bullying and assists in the resolution of complaints. Harassment of any kind, if proven, constitutes unacceptable behavior. ADS SR considers disciplinary action if a staff member is found to have engaged in harassment of any kind either against colleagues or other stakeholders.

10.2 Purpose

To assist in the resolution of any harassment or bullying complaints made by any member of ADS SR, board, filed Organizations or the stakeholders against any other member and to provide a clear policy and fair procedure that is well known and understood by staff.

10.3 Definition

Harassment is unlawful and consists of any physical or verbal behavior that is unwelcome, uninvited and unwarranted. It can arise from sexually oriented jokes; innuendo; unnecessary physical contact; requests for sex; displays of sexually offensive material, indecent exposure, posters or graffiti; derogatory comments; and offensive messages, emails or telephone calls.

Sexual harassment is a situation that directly or indirectly subjects a person to sexual behavior that is unwelcome or offensive to them and that, either by its

nature or through repetition, has a detrimental effect on that person's ability to engage in her/his normal work activities.

Sexual harassment is most serious when it includes any of the following:

- i. An implied or expressed promise of preferential treatment for complying with a sexually oriented request;
- ii. An implied or expressed threat of detriment e.g., to employment status, or the actual causing of detriment, for refusing to comply with a sexually oriented request;
- iii. Actual physical sexual assault or rape.
- iv. Mutual social interactions or relationships freely entered into do not constitute sexual harassment.

10.4 Conditions that Qualify as Harassment

10.4.1 Harassment

This may be based on racial, tribal, gender, marital status, religious or ethical belief, disability, age, political opinion, employment status, family status, sexual orientation, or involvement in the activities of an employee's organization.

The improper use of power based on administrative or Managerial status (i.e., the use of a position to insult, bully, dominate, manipulate, disadvantage or discriminate) may also constitute harassment.

10.4.2 Bullying.

- Bullying is used to mean repeated, deliberate and targeted conduct by a person towards a member (or members) of the ADS SR community which is offensive, intimidating or humiliating and which detrimentally affects that member's well-being.
- Romantic and/or sexual relationships between individuals in the same level, supervisory, evaluation, advising, coaching, or counseling relationship constitute a conflict of interest.
- Both persons who may be affected have the responsibility to eliminate the conflict of interest. The conflict of interest must be eliminated in a way which minimizes potential for harming either party.

10.5 Reporting Harassment Cases

- Individuals who believe they have experienced some form of harassment should act promptly and should seek initial guidance, support and advice from the immediate supervisor or the officer in charge of human resource or Executive Director or a board member/chair.
- Following such discussions, the person may choose: to take no further action; to attempt to resolve the issue; or to request formal intervention.
- If the person undertakes to resolve the situation independently, the immediate supervisor or the person in charge of human resource or Executive Director or a board member/chair, who should follow up immediately to ensure that the problem is resolved to the person's satisfaction. The matter should however be recorded and documented for future reference if need be. The person who receives a harassment complaint shall with immediate effect inform the head of department and Executive Director and a board member if the Executive Director is involved.

10.6 Making a Formal Complaint

- i. After discussing the problem, if the affected person is not satisfied with the outcome, he/she may decide to make a formal complaint. Such a formal complaint of harassment should be made in writing within seven days to the Executive Director or the Chairperson where the Executive Director is involved. The complainant shall write, sign and date a brief summary statement of the incident or incidents of alleged harassment which should also be shared with the respondent.
- ii. Formal complaints shall be dealt with within 14 days. A decision shall be made by the Executive Director in consultation with the parties, as to the most appropriate managed intervention process in the circumstances.
- iii. In extreme cases some alleged behavior may constitute serious misconduct and possibly a criminal offence that may be referred to appropriate external authorities.
- iv. Complainants have the right to withdraw from the process at any stage. However, this does not necessarily halt further investigation and/or action, e.g. disciplinary procedures, by ADS SR where there is a perceived risk, or such action is appropriate, or where there would be legal implications if some action is not taken.

- v. Disciplinary actions may be taken against the complainant if the accusations were deemed malicious.

10.7 Confidentiality

- i. ADS SR is committed to maintaining confidentiality unless there are exceptional circumstances involving probable risk to the safety of any individual, or where maintaining confidentiality would be unlawful.
- ii. Due to the possibility of defamation proceedings, all information must be kept as confidential as possible. Complainants and respondents are advised not to discuss any matters pertaining to a complaint with anyone other than those directly involved.
- iii. ADS SR observes the principles of natural justice and procedural fairness by ensuring that anyone whose interests may be adversely affected by a complaint is aware of the allegations against them, including the identity of the person making the allegations, and given the opportunity to respond.
- iv. ADS SR shall not act on any anonymous complaints.
- v. The parties involved with or affected by complaints dealt with under these procedures are entitled to a fair hearing and are kept fully informed throughout the process.

10.8 Sanctions that May be Applied

- i. Allegations that are proved true shall be dealt with as per the employee rules on discipline as set out in this manual and the applicable Laws in Kenya.
- ii. Should any person make a complaint that is found to be false or vexatious, disciplinary actions may be applied internally or referred to appropriate legal processes.

Annex 1: Sample Job Advertisement

VACANCY ADVERTISEMENT:

POSITION

Anglican Development Services South Rift (ADS SR) is the development arm of the Anglican church of Kenya, Diocese of Kericho that covers Kericho, Bomet and Narok Counties. The organization is implementing _____ project in _____ County.

ADS SR is looking the right candidate to fill in the position of the _____.

Key responsibilities:

- Transporting project staff and guests to their places of work
- Carrying out vehicle maintenance checks.
- Updating daily mileage records.
- Arranging for vehicle repairs when necessary.
- Ensuring that vehicles have sufficient fuel and are always ready for use.
- Picking up office purchases or other administrative needs.
- Interacting with clients in professional conduct.
- Working at night and on weekends.
- Maintaining an organized travel schedule

Qualifications required

- Must be a born-again Christian
- A valid driver's license.
- Be in good physical health, good eyesight and hearing ability
- 3-year driving experience.
- Good knowledge of the operating area.
- Physical strength and ability to lift and load luggage to the vehicle
- Excellent organizational and time management skills.
- Exceptional interpersonal skills.
- Good verbal communication
- Persons with vehicle maintenance courses/experience will have added advantage

Interested and qualified candidates should send their application, CV including remuneration requirements and 3 referees to; The Director, ADS South-rift, P.O. Box 678 Kericho. info@adssouthrift.org not later than _____.

Only short-listed candidates will be contacted.

Annex 2: Sample Staff Background Check Form

STAFF BACKGROUND CHECK FORM

CANDIDATE'S INTERVIEW REFERENCE FORM		DATE:
Candidate's Name:		
Name of Referee:		
1	How long have you known _____ and in what capacity?	
2	What position did _____ hold when you last worked with him? What were HIS/HER main responsibilities? She held the position of an accountant	
3	How would you describe the _____ people skills?	
4	Which competency was most dominant in _____?	
5	Which competency was least utilized and why?	
6	Did NAME do anything particularly outstanding during his tenure at _____	
7	Please provide an assessment of _____ areas of improvement on aspects of performance, giving specific examples	
8	How would you describe his/her ability to multi task and prioritize wide workload	
9	How was his/her ability to stay calm and friendly in a highly demanding situation	
10	Teamwork: how did he/she handle difficult situations or relationships?	
11	Why did _____ leave your organization?	
12	Did _____ encounter any ethical or integrity issues in the course of employment with your organization?	
13	Would you employ him/her again? Please give a brief comment on your answer.	
14	Is there anything we have not asked that you believe is important to our assessment of _____?	

Referees Name _____ Sign _____ Date _____

Annex 3: Sample Appointment Letter

Date:

Dear Sir/Madam,

CONTRACT AS A DRIVER

Greetings in the name of our Lord and Savior Jesus Christ.

I am glad to inform you that ADS South-rift has considered hiring you as _____ in the organization. You will be on 3 months' probation after which you will be confirmed as a staff of ADS South-rift or be dismissed depending on your performance.

This will be with effect from _____. You will be based at the _____ office with assignment to other offices within the organization. You will report to _____. Your duties will involve _____ in ADS South Rift. A detailed job description and terms of service will be issued to you.

I wish you all the best in your job which is a service to God and His people.

Yours faithfully,

ADS South Rift.

Annex 4: Sample Staff Confirmation Letter

Date:

Dear Sir/Madam,

CONFIRMATION FOR THE POSITION OF ADS SR CCCD PROJECT DRIVER

Greetings in the name of our Lord and Savior Jesus Christ.

Upon a successful completion of your 3 months' probation period ADS South Rift has been satisfied with your performance. The organization wishes to let you know that it has confirmed you as a fulltime staff on annual contracts that will be renewed annually for _____ years. This is however depended on availability of donor funding and your performance.

I wish you God's blessings in your job as we all work together to honor God and serve people.

Yours faithfully,

ADS South Rift.

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Annex 5: Sample Staff Contract

Date:

Dear Wesley,

RE: EMPLOYMENT CONTRACT

This employment agreement is made between ADS SOUTH-RIFT, and _____ hereafter referred to as the Employee. This agreement covers the assignment of the employee in the position of _____.

In consideration of the above, ADS SOUTH-RIFT and the Employee have agreed upon the terms and conditions as stated in this agreement as follows:

1. TERMS OF EMPLOYMENT

1.1 Terms of Employment: The term of employment upon confirmation shall commence on _____ renewable annual contract for **5** years depending on the availability of funds and Employee's performance. The employee is answerable to the _____.

2. TERMINATION OF AGREEMENT

2.1 Termination of Agreement: This agreement may terminate upon any of the following events:

2.1.1. Thirty [30] calendar days after written notice of termination to ADS SOUTH-RIFT the Employee, which notice may be given with or without cause;

2.1.2 Thirty [30] calendar days after written notice of termination to the Employee by ADS SOUTH-RIFT.

2.1.3 Voluntary or involuntary dissolution of the assets of the employer.

The Employee and ADS SOUTH-RIFT specifically understand and agree that employment is at the mutual consent of the Employee and ADS SOUTH-RIFT and that either party may terminate employment at will.

- 2.2 ***Compensation upon Termination:*** If this Agreement is terminated, the Employee shall be entitled to compensation earned before the date of termination of this agreement plus any accrued benefits both computed pro rata up to and including the effective date of termination.

Employment Agreement

3. DUTIES OF EMPLOYEE

- 3.1 ***Duties and Responsibilities:*** The Employee will be a member of the ADS SOUTH-RIFT staff Team under the duties and responsibilities as specified in the attached job description .The employee shall among others, attend punctually at his duty post or at such other place as his duties may require and use his best endeavors and sacrifice him/herself to extend and spread the gospel of the Lord in all he/she does in accordance with Christian norms as laid down by the Anglican church of Kenya under whose umbrella Diocese of Kericho falls
- 3.2 ***Conduct:*** The employee's general behavior and attitude is very important to the effectiveness of his/her work. The employee is expected to use good judgment and maintain a good working relationship with his/her superiors as well as fellow staff. The employee is expected to devote him/herself and his/her abilities fully to the duties of his/her office. All times the employee will involve, and cultivate good relations with the project beneficiaries which is in line the reputation of the organization.
- 3.3 ***Location.*** The Employee will be based in the _____ office to work in the project areas in _____ sub county in Bomet County.
- 3.4 ***Timesheets and Timekeeping.*** The Employee will comply with ADS SOUTH-RIFT labor Time Charging Policy as attached herein. Timesheets will be completed by the Employee on a daily basis and will be approved by the Employee's Project Supervisor at the end of the month. The Employee shall send the approved timesheet to ADS SOUTH-RIFT on the last day of each pay period. The Employee will use the timesheet format provide by ADS SOUTH-RIFT. NB Timesheet serves as an invoice to the employer.

- 3.5 **Reports:** The Employee will submit regular monthly and quarterly reports to the supervisor. These reports will contain an update of the Employee's activities and progress toward achievement of agreed objectives and work plan activities.

4. HOURS OF WORK

- 4.1 **Hours of work:** Hours of work shall be in light of circumstances prevailing in the employee's respective areas and requirements of work. For basic guidance, the employee is expected to work 40 hours per week. The schedule of working hours will conform to the schedule of the program and will generally be a five-day work week. The Employee is considered to be **a full-time employee** and in a salaried position, rather paid on an hourly or daily basis. Therefore, from time to time the Employee may be expected to work longer than the standard work week, either after hours during the week or on weekends, without additional compensation.

5. SUPERVISION

- 5.1 **Project Supervision:** The Employee's direct supervision will be the ADS SOUTH-RIFT _____.

6. EVALUATION

- 6.1 **Evaluations:** A review of employees output is scheduled conducted every quarter. The evaluation shall include general performance of duties outlined in the job description as part of this Agreement.

7. COMPENSATION

- 7.1 **Basic Salary:** Salary is payable in the local Currency of Kenya via bank account and paid in arrears before the 5th of the subsequent month. The Employee's monthly basic salary is **KSH**

8. BENEFITS

- 8.1 **Vacation/leaves:** ADS SOUTH-RIFT provides 26 paid days leave exclusive of gazetted holidays and weekends in a given year for employees who have completed the 90-day probation period. Vacation leave time is accrued on a pro rata basis. ADS SOUTH-RIFT believes that vacation leave time is an

important element in superior job performance. Vacation time is provided as way for employees to rest and refresh themselves, and ADS SOUTH-RIFT expects that the Employee will take advantage of this time off days which may not be carried over from year to year.

8.2 Holidays: The Employee is entitled to paid time off for official holidays observed by the project. The official schedule for holidays is established on an annual basis by the Director.

8.3 Sick leave: The Employee having completed the probation period, is entitled to 10 days of annual sick leave. Sick days are only permitted if an approval in writing from a qualified and registered medical doctor is submitted in advance. The employee should make every effort to notify the supervisor as early as possible incase of absence due to illness. Sick days off must be entered on timesheets.

Medical certificates must be provided for sick leave taken for more than three [3] consecutive days. Sick leave not taken by the end of the employment period shall be forfeited.

8.4 Miscellaneous Benefits Allowance: The Employee will be paid a

- | | |
|---------------------------------------|-------|
| a) Water & Electricity allowance | _____ |
| b) Field and responsibility allowance | _____ |
| c) Gratuity allowance | _____ |
| d) Leave allowance | _____ |
| e) NSSF employer contribution | _____ |
| f) Commuter allowance | _____ |
| g) Provident Fund | _____ |

8.5 Housing: The employee shall be entitled to a house allowance equivalent to **50%** of the basic salary. Your house allowance will be Ksh _____

8.6 NSSF and NHIF contributions: The Employer will remit these statutory deductions in accordance to Kenya labor laws.

- 8.7. **Medical Insurance:** ADS SOUTH-RIFT will provide medical allowance for the Employee. Your medical allowance is **Ksh** _____ annually.

9. TAXES

- 9.7. Employee salaries are subject to PAYE in accordance with the KRA taxation Act.

10. LIABILITIES TO MAKE GOOD OR DAMAGE

If in the opinion of ADS SOUTH-RIFT, any pecuniary damage arises from any disregard or failure on the employee to comply with any order, standing order, or departmental instructions or from any neglect of duty whatsoever. His/her salary may be attached to make good the damage or any part thereof, the amount of which shall be fixed by ADS SOUTH-RIFT.

Where the person engaged is required to pay or to re-imburse any amount to the program or owes the program any such sum, such amount may be recovered by deductions or otherwise from his/her salary in such installments as the program may see fit.

11. GENERAL CODE OF CONDUCT

- **Dress code:** In order to ensure a consistent Christian witness and professional image, both male and female are expected to dress appropriately both for the climate and for the culture of the community and the type of work that they undertake.
- **Punctuality:** Employees are expected to be punctual for work at all times.
- **Hours of work:** All employees are required to observe the hours of work as from time to time notified
- **Breaks:** the duration of authorized lunch break must be strictly observed
- **Right to search:** The organization reserves the right to mount security search of any employee entering or leaving the premises.
- **Alternative duties:** Employees may be called upon at any time to undertake reasonable alternative duties within the employee's capabilities.
- **Absence;** Employees must not absent themselves from work unless they have obtained permission, from the appropriate Supervisor or unless they are unable to work by reason of sickness or injury which must, however,

be notified to management and certified by a competent medical practitioner.

- **Shift change over:** Any employee working on shift should remain at his work place at shift and until his reliever has arrived or his Supervisor makes alternative arrangements. Failure to await a reliever will be regarded as unauthorized absence from work place.
- **Safety policy and accident prevention:** Employees are required to acquaint themselves with and strictly observe the safety rules and regulations.
- **Undue use of influence:** Employees are warned that the practice of seeking undue influence on the management as a means of seeking any form of favour will be viewed with disapproval. Any such attempt is considered irregular and will not be of advantage to the employee, on the other hand it may actually be detrimental to his interests.
- **Surcharges:**
 - A Head of Department may order the recovery from an employee's salary, of the cost or part of the cost of any loss or breaking caused by default or negligence.
 - If a Head of Department considers that the employee may have been guilty of negligence which would merit an order for recovery of a sum, that sum should not be exceeding three month's salary.

12. STANDING ORDER

The employee is required to make him/her familiar with and abide by such standing orders referred here to and in the HR policies from time to time. The employee will not without the consent of the employer, engage in any other business or occupation, which would be in conflict with his/her duties as full-time employees.

In case uncertainty in any matters relating to his/her duties, terms of services etc he/she would seek clarification first from their immediate supervisors.

13. EMPLOYER'S POLICIES

- 10.1 ***Equal Employment:*** ADS SOUTH-RIFT is an equal employment opportunity employer. Employment decisions including hiring, termination, promotion, and wages and privileges will be made without regard to race,

color, religion, sex, national origin, ancestry, age, disabilities, or any other classification protected by law.

- 10.2 The agreement contains all terms and conditions of the contract between ADS SOUTH-RIFT and the employee other than such additional terms and conditions as may from time to time be prescribed by law and entirely and supersedes any previous agreement and the employee agrees that no other representation has been made to his/her by or on behalf of ADS SOUTH-RIFT other than those contained in this accord.

This contract, which I have read and understood, is in triplicate and it shall be signed in the presence of the Program Manager to signify acceptance of our terms of service.

Employee:

Name_____

Signature_____

Date_____

Director:

Name_____

Signature_____

Date_____

Board Chair:

Name_____

Signature_____

Date_____

Annex 6: Sample Staff Job Description

NAME : _____

JOB TITLE: _____

TEAM: _____

RESPONSIBLE TO: _____

Date: _____

BACKGROUND:

Anglican Development Services (ADS)- South Rift is the development arm of Anglican Church of Kenya Diocese of Kericho. It operates in Narok, Kericho and Bomet counties with a population of 3 million people in an area of 21,900 square kilometers. The organization has been working in since 1983 as ACK Narok Integrated Development Program (ACK NIDP) and ACK Transmara Rural Development Program (ACK TRDP). ADS Southrift was later registered in the year 2015 to align it to its expanded geographical coverage and scope. ADS SR offers its services to all community members regardless of their ethnicity and religious affiliation with an aim of facilitating them to achieve holistic and sustainable development.

Vision: A sustainable organization honoring God and serving people to achieve dignified living **Mission:** To transform society by empowering local communities to holistically address their needs and glorify God.

Core Values: Faith in God; Compassion; Sustainability; Professionalism; Integrity and accountability; Self development

MAIN PURPOSE OF THE JOB:

As a _____ the incumbent is responsible for _____ in relation to the _____ the project implementation sites.

.

POSITION IN THE ORGANIZATION

Reports to the _____. Works closely with the _____, _____ and _____.

SCOPE OF JOB

- i
- ii
- iii
- iv

SPIRITUAL LEADERSHIP

-  Lead and participate in spiritual sessions of worship, prayer, devotion and be committed to the outworking of ADS SR's mission, values and belief's statement.
-  Responsible for maintaining own spiritual development.
-  To be committed to actively working and living in accordance with ADS SR evangelical beliefs as laid down in the Bible.

JOB TITLE: PROJECT OFFICER- KALRO AgriFi CS APP

ATTRIBUTE	ESSENTIAL	DESIRABLE
EDUCATIONAL QUALIFICATIONS		
EXPERIENCE		
SKILL/ABILITY		
PERSONAL QUALITIES		

Name of Staff: _____ Sign: _____

Date: _____

Executive Director: _____ Sign: _____

Date: _____

Annex 7: Sample Volunteer Staff Contract

VOLUNTEER STAFF ENGAGEMENT CONTRACT

This engagement agreement is made between ADS SR, and hereafter referred to as the volunteer staff. This agreement covers the assignment of the volunteer staff in the position of _____.

In consideration of the above, ADS SR and the volunteer staff have agreed upon the terms and conditions as stated in this agreement as follows:

1. TERMS OF ENGAGEMENT

1.1 Terms of Engagement: The term of engagement shall commence on _____ to _____ when ADS SR's contract with funding agency ends. The volunteer staff is responsible to the **Project Coordinator**

2. TERMINATION OF AGREEMENT

2.1 ***Termination of Agreement:*** This agreement may terminate upon any of the following events:

- 2.1.1 Seven [7] calendar days after written notice of termination to ADS SR the Volunteer staff, which notice may be given with or without cause;
- 2.1.2 Seven [7] calendar days after written notice of termination to the Volunteer staff by ADS SR.
- 2.1.3 Voluntary or involuntary dissolution of the assets of the employer.

The Volunteer staff and ADS SR specifically understand and agree that engagement is at the mutual consent of the Volunteer staff and ADS SR and that either party may terminate engagement at will.

Engagement Agreement

3. DUTIES OF VOLUNTEER STAFF

- 3.1 ***Duties and Responsibilities:*** The Volunteer staff will be a member of the ADS SR staff Team under the duties and responsibilities are as specified in the attached job description .The volunteer staff shall among others, attend punctually at his duty post or at such other place as his duties may require and use his best endeavors and sacrifice him/herself to extend and spread the gospel of the Lord in all he/she does in accordance with Christian norms as laid down by the Anglican church of Kenya under whose umbrella Diocese of Kericho falls
- 3.2 ***Conduct:*** The **volunteer staff's** general behavior and attitude is very important to the effectiveness of his/her work. The volunteer staff is expected to use good judgment and maintain a good working relationship with his/her superiors as well as fellow staff. The volunteer staff is expected to devote him/herself and his/her abilities fully to the duties of his/her office. All times the volunteer staff will involve, and cultivate good relations with the project beneficiaries which is in line the reputation of the organization
- 3.3 ***Location:*** The Volunteer staff will be based **at the** _____
- 3.4 ***Timesheets and Timekeeping:*** The Volunteer staff will comply with ACK NIDP labor Time Charging Policy as attached herein. Timesheets will be completed by the Volunteer staff on a daily basis and will be approved by the Volunteer staff's Project Supervisor at the end of the month. The Volunteer staff shall send the approved timesheet to ADS SR on the last day of each pay period. The Volunteer staff will use the timesheet format provide by ADS SR. NB Timesheet serves as an invoice to the employer.
- 3.5 ***Reports:*** The Volunteer staff will submit regular monthly and quarterly reports to the Project Coordinator. These reports will contain an update of the Volunteer staff's activities.

4. HOURS OF WORK

- 4.1 **Hours of work:** Hours of work shall be in light of circumstances prevailing in the volunteer staff's respective areas and requirements of work. For basic guidance, the volunteer staff is expected to work 40 hours per week. The schedule of working hours will conform to the schedule of the program and will generally be a five-day work week. The Volunteer staff is considered to be on a full-time basis.

5. SUPERVISION

- 5.1 **Project Supervision:** The Volunteer staff's direct supervision will be the _____.

6. EVALUATION

- 6.1 **Evaluations:** A review of volunteer staff's output is scheduled conducted every quarter. The evaluation shall include general performance of duties outlined 3 of this Agreement.

7. COMPENSATION

- 7.2 **Stipend:** The stipend is payable in the local Currency of Kenya on cash, Mpesa or via bank account and paid in arrears by the 5th of the subsequent month. The Volunteer staff's monthly stipend is **KSH** _____.

8. BENEFITS

- 8.7 **Holidays:** The Volunteer staff is entitled to time off for official holidays observed by the project.

- 8.8 **Sick leave:** The Volunteer staff is entitled to sick leave. The volunteer staff should make every effort to notify the supervisor as early as possible in case of absence due to illness. Sick days off must be entered on timesheets.

9. LIABILITIES TO MAKE GOOD OR DAMAGE

If in the opinion of ACKNIDP, any pecuniary damage arises from any disregard or failure on the volunteer staff to comply with any order, standing order, or departmental instructions or from any neglect of duty whatsoever. His/her salary may be attached to make good the damage or any part thereof, the amount of which shall be fixed by ACKNIDP.

Where the person engaged is required to pay or to re-imburse any amount to the program or owes the program any such sum, such amount may be recovered by deductions or otherwise from his/her stipend in such installments as the program may see fit.

10. EMPLOYER'S POLICIES

- 10.1 ***Equal Engagement:*** ADS SR is an equal engagement opportunity employer. Engagement decisions including hiring, termination, promotion, and wages and privileges will be made without regard to race, color, religion, sex, national origin, ancestry, age, disabilities, or any other classification protected by law.
- 10.2 The agreement contains all terms and conditions of the contract between ACKNIDP and the volunteer staff other than such additional terms and conditions as may from time to time be prescribed by law and entirely and supersedes any previous agreement and the volunteer staff agrees that no other representation has been made to his/her by or on behalf of ACKNIDP other than those contained in this accord

This contract, which I have read and understood, is in duplicate and it shall be signed in the presence of the Program Manager to signify acceptance of our terms of service.

Name_____ Signature_____

Volunteer staff

Date_____

Name_____ Signature_____

Executive Director

Date_____

Annex 8: Sample Performance Evaluation

Performance Evaluation

Employee	_____
Position	_____
Period Covered	_____
Evaluation Date	_____
Supervisor	_____

Employee: Please complete Parts I & II: Employee Self-Assessment. You will need a copy of your Job Description (to be supplied by your supervisor).

Part I: Employee Self-Assessment – Job Description

1. Job Description Review

- a. Upon review of your job description, evaluate your performance of listed Responsibilities/Tasks.

Table 1:

Duties and Responsibilities	Self-Rating/Score	Supervisor Rating/Score
Duty 1:		
Duty 2:		
Duty 3:		
Duty 4:		
Duty 5:		
Duty 6:		
Duty 7:		
Duty 8:		
Duty 9:		
Duty 10:		
Duty 11:		
Average Scores (Simple Average)	(Total scores divided by no.of duties)	(Total scores divided by no.of duties)

Scoring Guide:

- 1 – Exceeds Expectations**
2 – Meets Expectations
3 – Needs Improvement
4 – Not applicable

2. Upon review of your job description, what Responsibility/Task do you believe that you need further assistance or clarification with the Responsibility/Task?

1. _____

2. _____
3. _____
3. Upon review of your job description, what Responsibility/Task do you believe need to be added, changed or deleted? (Where applicable)
 1. _____
 2. _____

Part II: Employee Self-Assessment – Overall Performance

1. Accomplishments/Areas of Improvement
 - a. What were your most significant accomplishments during the review period?
 1. _____
 2. _____
 3. _____
 - b. What were your most significant disappointments and/or things you wanted to accomplish that did not develop, as you desired?
 1. _____
 2. _____
 3. _____
2. Challenges/Issues
 - a. What do you find the most challenging part of your position?
 1. _____
 2. _____
 - b. Do you have any issue or conflict that you are finding difficult to resolve? (Yes/No)
 - c. If Yes please elaborate: _____
 - d. If you could make one change at ADS Southrift, with regard to your job, the organization, the people, the processes (really no limits), what would that be?
 1. _____
 2. _____
3. Professional Development and Goals
 - a. List any area of professional development in which you may need more training?
 1. _____
 2. _____
 3. _____

- b. What would you like to accomplish next year? (List at least 3 specific points.) depending on current performance

1. _____
 2. _____
 3. _____
-

Supervisor: Please complete Part III: Supervisor Evaluation. You will need a copy of the Job Description.

Part III: Supervisor Evaluation

1. Review of Job Description and Employee Self-Assessment:
 - a. Upon review of the job description, are there any Responsibilities/Tasks need to be added, changed or deleted?

If Yes, please indicate below:

2. Target-setting for next quarter/year:

Develop a list of this position's top priorities for the next year/appraisal period. Indicate these areas below:

1. _____
2. _____
3. _____

In max 72 hours reconcile with employee's thoughts and document, the collaborative set of goals developed above.

What are the priority development/training areas for the role holder for the next quarter/year/appraisal period?

1. _____
2. _____
3. _____

3. Overall Employee Assessment and Notes/Comments:

Final score: _____

Add discussion notes or comments below:

Part IV: Signatures

Employee: (before discussion)

Date:

Supervisor:

Date:

Employee: (after discussion)

Date:

Annex 9: Sample Leave Form

LEAVE APPLICATION FORM

This form should be submitted 30 days before leave is due to commence.

PART I: TO BE COMPLETED BY THE APPLICANT

Name: _____

Designation: _____

Department/Project: _____

Nature of leave required - Annual/ Compassionate/ Off duty/ others

(Circle where applicable)

Number of days of leave required _____ from _____ to _____

Balance carried forward _____

Leave entitlement for the current year _____ days.

Last time you took leave _____

Date of resumption of duty _____

Contact while on leave _____ Phone No. _____

Signature of the applicant _____ Date _____

PART II:

- Who is in charge of duties while on leave _____
- Leave recommended (Yes/No) _____
- If Leave not recommended, reasons:

You are granted to _____ days of leave. Report back on _____

Date: _____ Signed: _____

Designation & Rubber stamp _____

NOTES

- *ADS SR worker may be recalled from leave if duty calls as leave is always a privilege.*
- *The employer may postpone or arrange the applied schedule as duty dictates*
- *Saturdays, Sundays and public holidays are not counted as working days.*
- *Annual leave not taken by 31st December will be forfeited unless such permission is officially granted in advance.*

Annex 10: Sample Conflict of Interest Agreement and Disclosure Form

CONFLICT OF INTEREST AGREEMENT AND DISCLOSURE FORM

Please fill in the sections below. Section I is compulsory. For reporting conflict of interest cases, you are required to fill in Section II.

Section I: Agreement

I _____. Agree to the terms set forth in ADS SR's conflict of interest policy and promise to:

1. Disclose all matters of personal interest touching on ADS SR
2. Disclose all relationships am engaged in and their nature with third parties dealing with ADS SR
3. Use the resources of ADS SR for official duties ONLY as directed

Sign: _____ Date: _____

Section II: Disclosure

Please disclose all personal conflict of interest situations both potential and actual below:

Name: _____

Position on the Board: _____

Disclosure 1: _____

Disclosure 2: _____

Disclosure 3: _____

Disclosure 4: _____

Disclosure 5: _____

I hereby certify that the information provided above is true and verifiable and I have disclosed all matters regarding my engagement that has led or may lead to conflict-of-interest situations.

Sign: _____ Date: _____

Official Use Only:

Remedy 1: _____

Remedy 2: _____

Remedy 3: _____

Remedy 4: _____

Remedy 5: _____

Approved:

Board Chairperson: _____

Board Secretary: _____

Date: _____

Annex 11: Sample Staff Induction Schedule

NEW STAFF INDUCTION SCHEDULE

It is important for the new staff to be intensively oriented in the organization and the project to ensure that she/he catches up quickly and understands the organization and the project in which she is working in well enough.

The Staff will be oriented in the following areas:

STATION	AREAS OF INDUCTION	HOW LONG	RESPONSIBLE PERSON	COMMENT BY RESPONSIBLE STAFF	COMMENT BY STAFF ON ORIENTATION	ORIENTING STAFF SIGNATURE	NEW STAFF SIGNATURE
Office	Mission, Vision and core values	1 Day	Supervisor				
	Organization policies, Manuals, code of conduct and structure						
	Performance expectations and clarification of job descriptions						
	Signing of employment contract						
	Introduction to staff						
	Physical tour of work place and introduction to all employees		Office admin				

	Workplace safety and security precautions and briefing						
	Presentation of necessary equipment for daily responsibility and duties	1 day	Finance				
	Support enrolment in to payroll (answer questions related to taxation and deductions						
	Completion and signing of relevant forms/documents by employee (NSSF, NHIF)						
	Project specific work plans		Project Coordinator				
	Project budget		Finance				
	Program and finance Reporting		Coordinator, Finance				
Stakeholder s' Offices	Eg DMOH,CHMT	½ day					
Any other							

This induction process is scheduled to take 6-7 days.

The relevant persons will sign against the accomplished activity.

Annex 12: Sample Interview Score Sheet

INTERVIEW SCORE SHEET SUMMARY

VENUE _____

PROJECT _____

DATE _____

S/N	NAME OF INTERVIEWER	NAMES OF CANDIDATES TO BE INTERVIEWED						
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
	TOTAL SCORES							
	AVERAGE SCORES							
	OVERALL POSITION							
	REMARKS/COMMENTS							

Chairperson of Interview Panel:

Name: _____

Signature: _____

Annex 13: Organizational Structure

