



**WOMEN RIGHT ADVOCACY
INNITIATIVE(WORAI)**

HUMAN RESOURCES MANAGEMENT POLICY & PROCEDURE GUIDELINES

WORAI Terms & Conditions of Employment

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1.0 INTRODUCTION

1.1 PURPOSE OF TERMS & CONDITIONS OF EMPLOYMENT

[1] Human Resource management is concerned with the “people” dimension in the organisational set-up. Since **WRAI** is a women Right organization primarily made up of employees, acquiring their services, developing their skills, motivating them to high levels of performance and ensuring that they continue to maintain their commitment to the organisation are essential to the achievement of strategic objectives.

[2] The principles underpinning the Terms and Conditions of Employment are derived from **WRAI** goals and values, which are intended to create a motivating work environment that is representative of innovation, creativity and flexibility. In this regard **WRAI** undertakes to adopt and maintain Human Resource management and development policies to support high performance and organizational effectiveness. **WORAI** is committed to the following core Human Resource principles:

- Adopt an ethical approach to managing employees, which is based on concern for people, natural justice, fairness, transparency and compliance with labour laws as well as the fundamental principles and rights at work, which are enshrined in the core international labour conventions and standards promulgated by the International Labour Organization.
- Regularly review the composition, structure, workload and competencies of the workforce in order to develop a critical mass of core staff to ensure that organizational needs are adequately met now and in the future.
- Hire staff of the highest quality by adopting recruitment and selection policies based on best practices.
- Value staff for their competencies, knowledge, skills, talents, experience, flexibility, commitment, creativity, productiveness and service orientation.
- Foster a dynamic and flexible environment, which encourages participation and openness, creativity and innovation and is based on principles of human rights and tolerance in which harmonious relationships, teamwork and flexibility can flourish. To this end, staff shall be treated with fairness, respect and dignity at all times.
- Maintain a safe and healthy workplace and also respect and support the importance for staff to balance work with family responsibilities as well as personal commitments.
- Encourage the development of flexible teamwork structures and other participative forums in which staff can generate fresh ideas and innovative practices.
- Provide staff with constructive, honest and timely appraisals of work performance in order to ensure employees become aware of what is expected of them.
- Enhance and develop inherent capacities of employees by providing opportunities for learning and continuous professional development. Provide time for training and career development, which is required for the highest levels of performance
- Maintain an environment that promotes a cohesive, inclusive and diverse workforce, affirming the equality of all individuals and emphasizing the importance of collaboration, trust, tolerance and open communication.

[3] The Terms & Conditions of Employment defines **WORAI** philosophy and values on how employees should be treated, and from these are derived the procedures

upon which managers are expected to act when dealing with specific HR matters. These Terms & Conditions also contains a set of behaviour expectations intended to promote employee creativity, innovation and high levels of productivity. These HR policies serve as an important reference point for decision-making. However, in the event of unusual situations, these will be evaluated and analysed on a case-by-case basis.

[4] The Terms & Conditions of Employment help to ensure that when dealing with matters concerning employees an approach in line with **WORAI** values is adopted throughout the organisation. They provide a framework within which consistent decisions are made and promote equity in the way employees are treated. The guidelines will help both new and existing employees to better understand their role in the organisation, how **WORAI** operates and generally what is expected of employees. There will be situations that require administrative interpretation of these policies. Every effort will be made to ensure that such decisions are made objectively with the general intent of the policy in mind.

[5] This document is not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which an employee may rely, or a guarantee of employment for any specific duration. Notwithstanding the fact that an employment relationship with **WORAI** is dependent on the employment contract, it is recognized that things may not always work out as planned, and either party may decide to terminate the employment relationship in line with these Terms & Conditions.

[6] These Terms & Conditions of Employment are subject to modification or further development in response to changing circumstances. In this regard, **WORAI** reserves the right to delete, change and add any other policy or procedure at any time for any reason without notice.

1.2 DEFINITIONS AND INTERPRETATION

[1] **WORAI-** Women Right Advocacy Initiative

[2] **Terms & Conditions of Employment** refers to a set of principles, regulations and rules that must be followed by all staff employed in **WORAI**.

[3] **Staff/Employee** refers to a person employed by **WORAI** who is engaged to perform work under a duly signed contract of employment, whether casual, temporary, fixed term or for an indefinite long-term period.

[4] **Casual Contract** means the engagement of a person whose wages are paid at the end of each working day and who is not engaged for a longer period than 24 hours at a time.

[5] **Temporary/Short-Term Contract** means the engagement of a person for a fixed duration ranging from more than one month up to a maximum three months.

[6] **Fixed-Term Contract** means the engagement of a person for a fixed duration of up to two years.

[7] **Long-Term Contract (“Permanent & Pensionable”)** means the engagement of a person for a continuous period, which is not fixed but subject to attainment of the mandatory retirement age of 60 years.

[8] **Board of Directors** refers to the body governing the Organization.

[10] **Program Manager (PM)** refers to the Chief Executive Officer of **WORAI** responsible for implementing the general policies and the directives of the board of directors. The PM is in charge of the management staff of **WORAI**.

[11] **Management Staff** refers to positions that are directly involved in the design, development, implementation and evaluation of programme activities. Management Staff do not earn overtime payment when they work in excess of the 40-hour week.

[12] **Support Staff** refers to employees performing general duties such as reception, secretary, despatch, delivery, providing refreshments, cleaning and miscellaneous tasks. Support Staff, are entitled to overtime payment when they work in excess of the 40-hour week.

[13] **Intern** means a college or university student or graduate who is required to undertake practical training attachment usually for a period not exceeding one year.

[14] **Independent Contractor/External Consultant** is an individual or firm in the business of rendering professional services under specified contract terms without supervision.

[15] **Consolidated Salary** is a fixed amount of money paid to an employee in respect of services rendered in kind, which includes such benefits as housing, medical and other allowances.

[16] **Immediate Family Members/Relatives** includes all persons related to the employee by consanguinity (blood) or by affinity (marriage).

[17] **Child** is a son or daughter of an employee and includes any legally adopted dependent child and any stepchild below the age of 18 years. However, persons below the age of 24 years enrolled and attending school, college, university or any accredited trade/vocational school on a full time basis shall be entitled to medical benefits.

[18] **Improper Conduct** is conduct that is corrupt or involves substantial mismanagement of public resources. The conduct must be serious enough to constitute, if proved, a criminal offence or reasonable grounds for dismissal

[19] **Improper Gifts** are payments or payments in kind, gifts, bribes or benefits accepted or received by an employee and which violates **WORAI** policies or are improper or designed to improperly influence business decisions.

[20] **Conflict of Interest** means any interest, financial or otherwise, in any business or professional service or activity or any obligation which may interfere with the ability to objectively perform or impair or appear to impair independent judgement and decision making in carrying out job duties and/or other assigned responsibilities or obligations to **WORAI**.

[21] **Disability** is a physical or mental impairment that substantially limits one or more major life activities of an individual employee.

[22] **Sexual Harassment** refers to:

- Unwelcome sexual commentaries about a person, their manner or appearance
- Sexually suggestive or obscene letters, posters, emails etc
- Actual or threatened physical contact such as patting, pinching or other offensive touching etc
- Degrading jokes based on sexual orientation

2.0 EMPLOYMENT POLICY

2.1 RECRUITMENT, SELECTION AND APPOINTMENT

[1] When job vacancies occur, **WORAI** will hire qualified candidates through a transparent and competitive process.

[2] Job descriptions and competency profiles shall be the basis for preparing job advertisements.

[3] If an applicant is hired and it is subsequently discovered that any of the following disqualifying criteria apply, or there are other reasonable and legal grounds

relating to job requirements considered sufficient grounds for non-employment, the employee shall be subject to immediate discharge without notice:

- Have concealed any material facts or made intentional false statement on the application form, CVs/resumes or any supplements to these documents.
- Have previously been convicted of an offence, which makes the candidate unsuitable for employment at **WORAI**.
- Have an unsatisfactory record of previous employment.

2.2 REFERENCE INQUIRY & BACKGROUND CHECKS

[1] **WORAI** reserves the right to use the services of outside investigative agencies to conduct reference enquiries and background checks.

[2] The Program Manager shall not make or sign an appointment offer, until all the background checks of the preferred candidate are confirmed and satisfactory references obtained from persons conversant with the candidate's job performance record.

2.3 MEDICAL TESTS

[1] Successful candidates shall be required to undergo medical examination tests. An offer of employment shall be subject to receipt of a satisfactory medical report from a licensed medical practitioner appointed by **WORAI**.

2.4 INTERVIEW EXPENSES

[1] Candidates who are short-listed and invited to appear for job interviews shall not be reimbursed any expenses incurred as a result of the selection and hiring process.

[2] New employees shall not be reimbursed moving and relocation expenses incurred as a result of taking up the new job appointment.

2.5 ACTING APPOINTMENT

[1] Acting appointments shall be made in writing by the Program manager and shall not exceed a period of more than six (6) months, during which time effort shall be made to fill the vacancy in accordance with the provisions of these policies.

[2] An employee who is appointed to act temporarily in any position shall not be converted from acting status to a long-term or regular assignment unless the person is selected through a competitive process according to the provisions of these policies.

[3] An employee who is appointed to act in a vacant position does not by virtue of so acting establish any claim to be confirmed in such a post.

2.6 PROMOTION

[1] Job vacancies shall be posted internally in the first instance, unless the Program manager is satisfied that there are no suitable internal candidates, in which case the vacancy shall be advertised both internally and externally through appropriate electronic and/or print media.

2.7 EMPLOYMENT OF EX-EMPLOYEES

[1] When former employees apply to be rehired, they will be evaluated on the same basis as all other applicants.

2.8 EMPLOYMENT OF RELATIVES (NEPOTISM)

[1] **WORAI** shall not permit the employment of family members or relatives since it may create an environment that is discriminatory or intimidating to other employees.

[2] Immediate family members or relatives of current **WORAI** employee shall not be employed where:

- One of the parties would have authority, or practical power to supervise, appoint, promote, transfer, increase salary, approve an allowance, evaluate, audit, discipline, terminate or have influence over the other's career development.
- One party would handle confidential information that creates improper or inappropriate access to that information by the other.

2.9 PROBATIONARY PERIOD

[1] New employees shall be required to serve a probationary period for the first three (3) months of their employment for contract of one year and more periods for longer contracts. During the probationary period either party may elect to terminate the employment contract by giving one (1) month's written notice.

[2] During the probationary period, new employee shall not be entitled to paid statutory holidays, medical cover; group personal accident and life insurance benefits. These shall be subject to review from time to time depending on the changing contexts. The probationary period must be successfully completed before the employee is eligible for other benefits provided by **WORAI**.

[3] Upon expiry of the probationary period, the employee shall be either confirmed, or have the probation extended for a further period of up-to three (3) months or the employment may be terminated.

[4] During the extension period, all conditions of the probationary period will apply. No further extension may be granted beyond the three (3) months.

[5] An employee who resigns during the probationary period shall not be eligible for employment consideration in the future.

3.0 OFFICIAL WORKING TIME

[1] The standard working week for **WORAI** offices shall be from Monday to Friday between 8.00 a.m. and 5.00 p.m. each day.

[2] Employees are allowed a lunch break of two hours duration between 12.30 p.m. and 2.30 p.m.

[3] No employee shall be absent from duty during the official working hours or the designated workplace without the express permission of the immediate supervisor.

4.0 PERFORMANCE MANAGEMENT SYSTEM

[1] Members of staff shall be responsible and accountable for their performance through their immediate supervisors to the Program manager for the proper and efficient discharge of their duties.

[2] Towards this end, **WORAI** will establish a performance management system to ensure that employee performance is evaluated on annual basis before expiry of the financial year. The performance of new employees shall be evaluated at least fifteen (15) calendar days before expiry of their probationary period.

[3] The outcome of performance evaluation shall be used to make decisions regarding salary increments, promotions, job rotation, transfers as well as termination of employment. In addition, the outcome shall be used to identify training needs and to develop training programmes aimed at building the capacity of staff to perform to the required level and also to help them reach their full potential.

5.0 TRAINING AND CAREER DEVELOPMENT

[1] **WORAI** shall facilitate training and development opportunities aimed at improving employee performance in their current or future role and preparing them to anticipate and react to changing organizational and technological demands. These shall be dependent on the availability of funds for capacity building.

[2] Training shall be based on systematic training needs assessment (TNA) to ensure equity and fairness in the provision of training opportunities. The determination of training needs is an integral part of the annual performance evaluation system described in the preceding section.

[3] Employees who participate in external training programmes, whether local, regional or international; shall be required upon their return to submit a post-training report to the program manager.

6.0 PAY MANAGEMENT

6.1 SALARY PAYMENTS

[1] **WORAI** shall pay salaries monthly in arrears net of any statutory deductions based upon the actual number of days worked each month.

[2] Salary increments shall be reviewed at least once every year and shall be based on merit and equity reflecting the competencies the individual brings to the job as well as the employees' level of job performance.

6.2 SALARY ADVANCES

[1] It is not the policy of **WORAI** to provide salary advances to employees, except on compassionate grounds.

[2] **WORAI** shall ensure that monthly recoveries including statutory deductions in respect of salary advances are manageable and do not exceed fifty percent (50%) of the employee's consolidated monthly salary.

6.3 OVERTIME PAYMENTS

[1] An employee classified as Management Staff shall not qualify to be paid overtime in excess of official working time.

[2] Any Support Staff required to work overtime during a normal work day shall be entitled to payment at one and half times the monthly consolidated salary. Support staff required to work on a Saturday, Sunday and public holidays, will be paid double time of the consolidated salary.

[3] To facilitate payment of overtime, the standard hourly rate of pay shall be determined by dividing the consolidated monthly salary by the average standard monthly hours.

6.4 TRANSPORT ALLOWANCE

[1] An allowance for transport to and from the workplace is part of the consolidated gross salary. However, whenever possible **WORAI** will consider provision of transport as along as an official vehicle is available for this purpose.

6.5 PER-DIEM RATES

WORAI shall meet the actual cost of air or road transport. In addition the employee shall be paid non-accountable out-of-pocket allowance as follows for meals, accomodation and incidentals:

Meals & Accommodation	Management Staff Kshs	Support Staff Kshs
2 Meals + Full accommodation (B&B)	3,000	2,000
2 Meals when full accommodation (B&B) is provided	2,000	1,000
Out-of Pocket when full board accommodation is provided	1000	500

6.6 LEAVE ALLOWANCE

Leave travelling allowance shall be paid once in every year at the rate of one-third (33.3%) of the consolidated salary, provided the employee takes at least half (15 days) of the annual leave entitlement. Employees who do not take leave shall forfeit leave allowance unless the Program manager has authorized for the leave to be carried forward to the next financial year.

7.0 EMPLOYEE BENEFITS

7.1 TELEPHONE ALLOWANCE

The Program manager and other senior management staff shall be entitled to mobile telephone allowance at rates determined by the **WORAI** from time to time.

7.2 REIMBURSEMENT OF EDUCATION & TRAINING COSTS

[1] **WORAI** shall support employees who wish to undertake private studies to acquire certificates, diplomas, degrees and professional qualifications which are directly relevant to their current work or a job to which the employee is likely to be appointed to in the foreseeable future. Such employees shall be given a salary advance to meet the cost of registration, tuition and books.

[2] Education and training advances shall be recovered monthly within a period of twelve (12) months from the date of advance.

[3] **WORAI** shall reimburse the full cost of course registration and tuition fees to employees who successfully complete the approved education or training programme on production of a certified copy of the transcripts, certificates and bona-fide receipts subject to the availability of funds.

7.3 SUBSCRIPTIONS TO PROFESSIONAL BODIES

WORAI shall support employees to become members of relevant and approved professional associations and shall meet the full cost of registration and annual subscriptions for a maximum of one professional body.

7.4 MEDICAL BENEFITS

Medical allowance for **WORAI** staff shall be part of the consolidated salary.

7.5 NATIONAL HOSPITAL INSURANCE FUND

Employees shall be registered as members of the National Hospital Insurance Fund Act Cap 255 of the Laws of Kenya providing for stipulated monthly contributions by **WORAI** as well as the employee.

7.6 NATIONAL SOCIAL SECURITY FUND (NSSF)

[1] Employees shall be registered as members of the National Social Security Fund (NSSF) Act Cap 258 of the Laws of Kenya providing for stipulated monthly contributions by **WORAI** as well as the employee.

8.0 HOLIDAYS AND LEAVE

8.1 PUBLIC HOLIDAYS

- [1] Employees are entitled to all gazetted statutory public holidays with full pay.
- [2] Non-management support staff required to work on a public holiday shall be paid double time or may be granted a day-off in lieu of payment.
- [3] Management staff shall not be eligible for overtime compensation.
- [4] The following days are designated as public holidays by the Kenya Government:

	Gazetted Public Holiday	Date
1	New Year's Day	1 st January
2	Good Friday	
3	Easter Monday	
4	Labour Day	1 st May
5	Madaraka Day	1 st June
6	Idd-UI-Fitr	
7	Moi Day	10 th October
8	Kenyatta Day	20 th October
9	Jamhuri Day	12 th December
10	Christmas Day	25 th December
11	Boxing Day	26 th December

- [5] An employee who may be required to observe recognised religious festivals, other than those on which a public holiday has been gazetted, must obtain written permission from the program manager one week in advance.

8.2 ANNUAL LEAVE

- [1] Management Staff shall qualify for 30 working days annual leave, while support staff shall be entitled to 24 working days leave with full pay exclusive of Saturdays, Sundays and Public Holidays after completing one calendar year of service.
- [2] **WORAI** does not encourage postponing or carrying forward of leave days. Employees are strongly encouraged to utilize their entire leave entitlement for the year.
- [3] Annual leave shall be granted at the discretion of the Program manager who may vary or cancel annual leave subject to urgencies of work.
- [4] Requests for annual leave must be submitted at least one calendar month in advance to the program manager for approval.
- [5] Where annual leave is applied for but not taken, it may be carried forward to the next leave year provided the Program manager approves it in writing.
- [6] Employees who have carried forward leave and accumulated it in excess of the annual entitlement shall be required to take the whole accumulated leave when it is next due, otherwise they shall forfeit the balance without any compensation.
- [7] Staff on leave may be recalled back to work in the event of emergencies or any other important circumstances affecting the activities of **WORAI**.

8.3 SICK LEAVE

[1] An employee shall be granted sick leave on account of illness or injury for treatment and recuperation in any period of one-year. The following shall be the approved periods of sick leave entitlement:

- The first six (6) months of sick leave shall be granted with full pay.
- A subsequent period of six (6) months sick leave shall be granted on half pay.
- Thereafter an employee shall be granted sick leave without pay for a final period of three (3) months at the discretion of the Program manager.

[2] An employee who falls sick shall make every attempt to promptly notify their immediate supervisor of their condition and inability to report for work.

[3] If the health condition persists for more than one working day, the employee shall be required to present a medical report from a registered medical practitioner.

[4] Where an employee is on sick leave for a continuous period in excess of three (3) month's, **WORAI** shall refer the matter to medical practitioners for professional advice regarding the prospect of the employee's recovery and fitness to resume duty.

[5] Upon receiving a medical report stating that there are no reasonable prospects of the employee's eventual recovery and fitness to resume duty, **WORAI** shall reserve the right to terminate the employee on medical grounds. In such cases the employee shall be treated in accordance with their contract of employment.

8.4 MATERNITY LEAVE

Female employees shall be granted maternity leave with full pay for a maximum period of sixty working days. Maternity leave is exclusive of annual leave entitlement. Any requests for extension of maternity leave after exhaustion of annual leave entitlement shall be considered without pay.

8.5 COMPASSIONATE LEAVE

WORAI shall consider employee requests for compassionate leave for a period not exceeding fifteen (15) day per year. Such leave shall be granted by the Program manager upon a written application. Any compassionate leave exceeding fifteen (15) consecutive days per annum shall be deducted from annual leave.

8.6 STUDY LEAVE

[1] **WORAI** is committed to the training and career development of its employees and shall consider applications for study leave to enable employees undertake training, which is directly relevant to their career development.

[2] **WORAI** shall consider application for study leave from employees pursuing an approved education and training programme to attend full-time training either, locally, within the region or internationally. Study leave shall be granted for a maximum period not exceeding two(2) calendar year in each period of 5 years.

[3] Study leave shall be disallowed for the following reasons:

- If the training programme is not based on a needs assessment and bears no relation to the employee's current job or a job to which the employee is likely to be appointed to in the foreseeable future.
- If the employee's job performance or conduct is not considered satisfactory.
- If the exigencies of work do not permit the employee to be released for study leave at that particular time.

[4] Employees requesting for study leave must provide details regarding the training programme including the name of the training institution, the length of study leave as well as the employee's source of funds or scholarship award.

[5] Study leave shall only be granted when the Program manager is satisfied that the employee can be usefully reabsorbed into the workforce at similar position and without loss of grade, at the end of the study period.

[6] An employee who is granted study leave shall not have any special claim to an enhancement of grade or salary increase by virtue of having successfully completed a course of study or training programme.

[7] The Program manager may terminate study leave at any time if it is established that the employee is not properly using the study leave for the purpose intended.

[8] Employees who resign within one year after benefiting from a fully or partially sponsored study leave may be required to reimburse the full or proportionate cost of training incurred by **WORAI**.

9.0 CODE OF CONDUCT

9.1 EMPLOYEE'S RESPONSIBILITIES

[1] The code of conduct is designed to protect the integrity, well being and rights of all involved in the work of **WORAI** and to ensure an efficient operation and compliance with the laws of Kenya, government regulations and established policies and practices as well as any other policies, procedures, rules and regulations as may be set forth by **WORAI**.

[2] The code of conduct establishes the expectations of **WORAI** in areas of possible conflict of interest and defines the parameters of the business behaviour and conduct expected from all employees and others involved in the work of the organization. It is hoped that the code will establish a climate that will encourage the setting of high business and ethical standards in all **WORAI** activities and programmes.

[3] All employees shall be expected to honour their contractual obligations and will be held responsible for the proper and efficient discharge of their duties as well as the efficient and economic use of organisational resources. **WORAI** looks to its staff to behave responsibly when performing duties and also when interacting with communities and the general public. An employee's conduct towards the public shall at all times be courteous and obliging, taking care to give correct information regarding the work of **WORAI**. Employees shall not conduct themselves at any time in such a manner as to bring **WORAI** into disrepute

[4] Any employee found to be in violation of the employee code of conduct is liable to disciplinary action, up to and including dismissal from employment.

9.2 ATTENDANCE RECORD

[1] Punctual and consistent attendance is a condition of employment and an essential function of each job. The Head of Department, the Human Resources Manager or any other relevant authority charged with supervisory tasks shall be responsible for verifying the attendance record of employees in each department.

[2] Employees unable to work or unable to report for duty should notify their immediate supervisor before the beginning of the work day or within one hour of the employee's usual starting time.

9.3 DRESS STANDARDS

[1] Employees are expected to dress in an acceptable, professional manner, which avoids giving offence or impacting negatively on **WORAI** reputation. Clothing must be clean, neat, in good repair, appropriate for the assigned duties and should reflect **WORAI** overall image and credibility.

[2] Where uniforms or specific dress requirements are provided, the employee must wear the uniform or comply with the dress requirement during all scheduled working hours.

9.4 OUTSIDE EMPLOYMENT

[1] Employee's contract of employment is based on the assumption that the entire working time is at the disposal of **WORAI**. All employees shall devote the whole of the official working time to the service of **WORAI**.

[2] Employees are not permitted to undertake assignments or engage in any outside activity whether for pay or not, which may conflict with the interests of **WORAI** without prior approval of the Program manager.

9.5 CONFLICT OF INTEREST

[1] **WORAI** requires each staff member to follow the highest business and ethical standards, and personal conduct and avoid all circumstances where specific actions might be questionable or in conflict with applicable laws, government regulations, or **WORAI** policies and practices.

9.6 SOLICITATION & DISTRIBUTION

[1] Solicitation, distribution, hawking or selling of goods or services is prohibited. Unauthorized persons or vendors are not permitted on **WORAI** property to engage in sales or provide goods and services.

[2] **WORAI** may authorize certain charitable and fundraising programs as well as social or recreational activities of benefit to charitable causes that may involve solicitation or support from employees.

9.7 MEDIA INQUIRIES

[1] In the interest of providing accurate and appropriate information, all requests from members of the media about any aspect of **WORAI** should be directed to the office of the Program manager.

[2] Employees invited to make external speaking engagements on behalf of the **WORAI** must obtain prior approval from the Program manager, unless such presentation is a regular part of the employee's duties.

9.8 POLITICAL ACTIVITIES

[1] **WORAI** does not endorse, sponsor, or support political parties or candidates for Political Office.

[2] Employee's participation in political activities is done on individual initiative and preference and not as a representative of **WORAI**. Before the employee becomes a candidate or appointee to a political office, the employee must resign from the employment of **WORAI**.

9.9 CONFIDENTIALITY & NON-DISCLOSURE

[1] During the course of employment staff will receive privileged and confidential information. Employees are obligated to keep such information strictly confidential in accordance with **WORAI** regulations relating to confidentiality.

[2] Employees who disclose such sensitive information will have breached the Confidentiality & Non-Disclosure Policy, which can result in disciplinary measures or other sanctions against the employee during or after their contract of employment with **WORAI**.

[3] Employees who have left **WORAI** employment for any reason must promptly return all confidential documents and other materials to **WORAI**. However, their obligation relating to the Confidentiality Agreement will continue to apply without time limitation in the future.

9.10 EMPLOYEE INTEGRITY & COMPETENCE

[1] Employees shall be dedicated to maintaining high standards of professional competence and integrity.

[2] Difficult questions of judgment may arise in connection with the Code of Conduct. If any doubt exists regarding the propriety of any action or activity, the employee should seek advice and written approval from the Program manager.

[3] Any suspected violations of the Code of Conduct should be referred to the Program manager.

10.0 PROBLEM RESOLUTION

10.1 DISPUTE RESOLUTION

[1] **WORAI** is committed to prompt and fair resolution of all disputes of any nature which may arise in the workplace.

[2] Whenever dispute arises at the workplace, employees should promptly discuss with the program manager with the aim of settling the dispute at its point of origin.

[3] If the immediate supervisor is the cause of the problem, the issues may be raised with the Program Officer in writing.

[4] If the issue is still not resolved to the employee's satisfaction, then the employee should refer the matter in writing to the Program manager who will conduct such investigation as deemed appropriate and meet with the employee in a sincere effort to discuss, analyse and resolve the matter. If a mutual resolution is not reached, the Program manager may issue a determination on the issue which shall be final and binding.

[5] If the employee is dissatisfied with the Program manager's decision and the claim involves a material aspect of the employment contract or an allegation of violation of any law, the employee can request that the matter be submitted to mediation preferably the board which will make a final decision on the matter.

10.2 SANCTIONS AGAINST EMPLOYEES

[1] **WORAI** recognises that some employees will occasionally fail to meet performance requirements or will violate policies. When this happens, the program officer will invoke the following disciplinary procedure:

[2] If an employee commits an offence, the program officer must immediately obtain the necessary evidence from the employee and available witnesses.

[3] If it appears that the alleged offence is of a minor nature, then the employee must be served with a verbal warning without documenting the incident on file.

[4] If an employee commits a breach of discipline warranting official sanctions other than dismissal, the program officer will charge the employee and require the employee to respond in writing within 48 hours.

[5] In any investigation, employees are entitled to know the whole case against them and must be given adequate opportunity to prepare their defence. No evidence can be used against employees unless they have been given a copy of the same at least 48 hours in advance.

[6] If as a result of the investigation, the employee is found at fault, the Program manager shall before taking any sanction against the employee; consider the employee's record of performance, any previous cases of discipline or any other relevant factors.

[7] Where a case is established against an employee and the nature of the offence warrants no more than a written warning, the employee will be given a written warning by the program officer, setting the precise nature of the offence and the likely consequences of further offences.

[8] A copy of the letter shall be placed in the employee personal file, with appropriate notations. The letter shall remain valid for a period not greater than twelve (12) months.

[9] If an employee who has been given a letter of warning commits a second offence within a period of twelve (12) months they shall be given a final written warning setting

out the precise nature of the offence and cautioning the employee concerned that if they commit a further offence within 12 months they shall be liable to dismissal.

[10] However, if an employee commits a breach of discipline, which is considered sufficiently serious to justify summary dismissal, the program officer shall recommend to the Program manager that the employee be summarily dismissed.

[11] Disciplinary sanctions including suspension and termination of employment may be taken against an employee charged with a criminal offence without having to wait for the outcome of the criminal case to be known.

[12] In all circumstances, employees have the right to appeal to a more senior person than the one who initially administered the disciplinary action including the Board. However, the appeal must be made within three (3) working days from the date the disciplinary action was taken. If the employee does not appeal against the disciplinary action within the established time limits, the matter shall be deemed settled.

11.0 STAFF SEPARATION

11.1 PROBATIONARY REMOVAL

The Program manager may remove a newly appointed employee who is serving a probationary period in a full-time position at any time during the probationary period.

11.2 EMPLOYMENT TERMINATION

[1] If it is established that an employee is incapable of performing within acceptable standards or has committed a breach of discipline justifying termination rather than dismissal, the Program manager may decide that the employee's contract of employment be terminated in accordance with the Terms and Conditions of Employment.

[2] If an employee is incapable of performing to the required standards, the program manager shall initiate action in accordance with the disciplinary procedure.

[3] If a long serving employee with a final letter of warning continues to commit a breach of discipline the Program manager may terminate the contract of employment, depending on the gravity of the offence. Long service is defined as continuous employment for not less than ten years.

[4] **WORAI** may terminate the services of any employee at any time in the event of a reduction, unavailability of funds or a decline in demand for the service provided by that employee.

[5] In all circumstances, employees have the right to appeal to the Board. However, the appeal must be made within three working days from the date of termination. If the employee does not appeal against the disciplinary action within the established time limits, the matter shall be deemed settled.

[6] Any employee whose services have been terminated shall be required to obtain a clearance certificate, which must be signed by relevant officers confirming the employee has returned property placed under their custody belonging to **WORAI**.

[7] Any employee whose employment is terminated shall be entitled to receive a certificate of service upon obtaining a satisfactory clearance certificate confirming that the employee has returned **WORAI** property placed under their custody.

11.3 SUMMARY DISMISSAL

[1] If an employee commits a breach of discipline, which is considered sufficiently serious to justify summary dismissal, the program officer shall recommend to the Program manager that the employee should be dismissed summarily from employment.

[2] Any of the following matters may amount to gross misconduct so as to justify the summary dismissal of an employee for lawful cause:

- If without leave or other lawful cause, an employee is absent from the proper workplace or any other place considered as the normal place of work.
- If during normal working hours, by becoming intoxicated with illicit drugs or alcohol, an employee is unwilling or incapable of proper job performance.
- If an employee wilfully neglects to perform any work that has been equitably and fairly allocated and which is within the employee's job description and contract of employment.
- If an employee's work performance is deemed careless and improper, without due regard to deadlines and quality.
- If an employee uses abusive or insulting language, or behaves in a manner insulting to those placed in authority to supervise and evaluate the employee's performance.
- If an employee knowingly fails or refuses to obey a lawful and proper request to perform a task or an assignment, which is within the scope of the employee's assigned role or job description, particularly when the request is issued by a person in authority to supervise and evaluate the employee's performance.
- If an employee uses physical violence against another employee, a Member Board or any other person.

- If an employee is arrested for a cognisable offence punishable by imprisonment and is not within 10 working days either released on bail or on bond or otherwise lawfully set at liberty.
- If an employee commits or is reasonably suspected of having committed a criminal offence to the substantial detriment of **WORAI** property. Such offences may include misappropriation of organisational property or unlawfully converting organisational resources into personal use.

[3] An employee charged with a criminal offence, may be suspended from duty without pay, pending determination of the case. Such determination may include consideration on whether the offence is arising from or having a bearing on their employment. If the offence is unconnected with their employment consideration should be whether the offence is one that makes the individual unsuitable for continued employment. Employees should not be suspended solely because a charge against them is pending in a court of law.

11.4 JOB ABANDONMENT

[1] An employee who fails to return from leave within five (5) working days without satisfactory explanation is subject to termination of employment on the grounds of abandonment.

[2] If at any time within ten (10) working days of termination due to abandonment a full-time employee provides satisfactory explanation of the cause of the absence the program manager may decide to reinstate the employee.

[3] An employee who has abandoned employment is not eligible for future employment with **WORAI**.

11.5 RESIGNATION & NOTICE PERIOD

[1] All contracts of employment provide employees with the opportunity to terminate their employment at any time during the course of employment provided the employee gives **WORAI** the stipulated written notice period or pays salary in lieu of notice in accordance with the contract of employment. Such termination, which is initiated by the employee, is referred to as resignation. However, **WORAI** reserves the right to require the employee to serve the notice period either in part or in full.

[2] If an employee in senior management position intends to leave the employment of **WORAI** he shall be required to give three (3) months notice or pay the equivalent of three (3) months salary in lieu of notice. Employees in management positions shall give two (2) months notice or pay the equivalent salary in lieu of notice, while employees in support position shall give one month's notice or pay the equivalent salary in lieu of notice

[3] The written resignation notice will not become effective until the Program manager has accepted such resignation in writing. The decision to accept or reject the resignation must be made in writing within 5 working days.

[4] Any employee whose resignation from employment has been accepted shall be required to obtain a clearance certificate, which must be signed by relevant officers confirming that the employee has returned **WORAI** property placed under their custody.

[5] It will be the practice of **WORAI** to conduct “exit interviews” in order to establish the reasons why the employee has resigned. The interviewer may have to probe skilfully and sensitively to establish the actual reasons for dissatisfaction so that, where these feelings are justified, action can be taken.

11.6 RETIREMENT

[1] The official mandatory retirement age for **WORAI** shall be 60 years. However employees will be eligible for early retirement upon reaching the age of 55 years. In some exceptional cases certain employees with specialist expertise may be considered for contract employment after attaining the mandatory retirement age.

[2] **WORAI** shall make arrangements to provide pre-retirement advice and training one year before an employee reaches the mandatory retirement age of 60 years in order to assist them make psychological adjustments to life before actual retirement.

[3] **WORAI** shall organise a farewell party to celebrate and thank the retiring employee for services rendered. A farewell gift will be given as a token of appreciation by the Program manager or an official representative.

11.7 DEATH OF A STAFF MEMBER

[1] In the event of death of an employee, the date of separation from service shall be the date of death.

[2] **WORAI** shall meet the costs of transportation of the deceased member of staff within Kenya and provide support not exceeding Kshs 20,000 assist the immediate family relatives to finalise funeral arrangements

[3]. **WORAI** shall also arrange for a representative of the family to collect any personal effects, which the deceased employee may have left at the workplace.

**12.0 EMPLOYEE ACKNOWLEDGMENT OF THE
TERMS & CONDITIONS OF EMPLOYMENT**

I Mr./Ms/Mrs/Dr/.....have read and agree to **WORAI** Terms & Conditions of employment governing the workplace environment. I understand that a violation of any of these policies may result in disciplinary action, including possible dismissal, as well as civil and criminal liability being taken against me.

[1] **Employee's Full Names:**.....

Signature:.....**Date:**.....

