



AIRA HUMAN RESOURCE MANUAL (Revised)

APRIL 2025

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RECEIPT OF COPY OF HUMAN RESOURCE MANUAL

I acknowledge that I have received a copy of AIRA Human Resource Manual. I undertake to read it thoroughly and agree that if there is any policy or provision in the manual that I do not understand, I will seek clarification from the management. I understand that this manual states AIRA's policies and practices in effect on the date shown on the document. I understand that all policies and procedures contained in this manual provide further clarity on my employment terms and conditions. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date the receipt and return it to AIRA Date:

Signature: _____

Print Name: _____

Employment No: _____

Witnessed by: _____ (Name)

Signature: _____

Received by Executive Director or Designated Human Resource Officer

Signature: _____ Dated: _____

LIST OF ACRONYMS

E-mail	-	Electronic Mail
AIRA	-	Sustainable Approaches for Community Empowerment
GPA	-	Group Life Accident
HR	-	Human Resource(s)
HRM	-	Human Resource Management
ID	-	Identification Card
JD	-	Job Descriptions
SMT	-	Senior Management Team
NHIF	-	National Hospital Security Fund
NGO	-	Non-Government Organization
NSSF	-	National Social Security Fund
PAYE	-	Pay As You Earn
KRA	-	Kenya Revenue Authority
PIN	-	Personal Identification Number
SACCO	-	Savings and Credit Cooperative Organization
SMS	-	Short Message Services
ToR	-	Terms of Reference
HOTO	-	Hand Over Take Over

Chapter 1

1.0 INTRODUCTION

1.1 Preamble

AIRA-Sustainable Approaches for Community Empowerment employees are its greatest and most valued resources. This manual has been written to establish consistent, fair and transparent policies and procedures for all categories of employees.

AIRA-Sustainable Approaches for Community is to work with people particularly Pastoralist, Fisher-folk and Agro-pastoralist communities in Northern Kenya as the main beneficiaries of Governance and Accountability, Education and Child Protection, Sustainable Community Livelihoods and Peace Building & Conflict transformation programs. We do this through innovative, integrated, graduated, right based and community empowerment approaches. It was founded in 2006 as a Community Based Organization and registered by the National NGO board as National Public Benefits Organization in Kenya in 2011. It has its programs and operations in Turkana County in Kenya and along cross border communities of South Omo Regional state in Ethiopia.

1.1.1 Scope

This Manual is the official means for AIRA to communicate consistent Human Resources Policies, Procedures and Practices to staff.

The Manual covers all aspects of human resource processes including selection and recruitment of staff, performance management, training and development, salaries and benefits, discipline and grievance handling, safety and welfare, and personnel records and documentation.

The policies and procedures contained in this manual are largely guided by the Kenya Labor Laws and Labor practices. It is therefore important that all staff familiarize themselves with the provisions of the Employment Act, 2007, the Work Injury Benefits Act, 2007, the Occupation Safety and Health Act, 2007, the Labor Relations Act, 2007, the Labor Institutions Act, 2007 and National Industrial Training Authority Act, 2011.

Besides, the letter of appointment (employment contract) employees are expected to familiarize themselves with this manual. In cases of conflict between an employee's letter of appointment/contract, then this manual will take precedence.

Whereas the management will make every effort to keep the manual current, there may be times when policy changes may be adopted and advised to staff before the manual is revised and updated.

It is the responsibility of the Human Resource Officer or his/her designate to make sure that employees have access and understand the contents of the manual.

1.1.2 Purpose of the Manual

Adoption of the HR policies, practices and standards will help us ensure good HR practice, legal compliance and increase organizational effectiveness in supporting the human resources of the organization.

The purpose of this HR manual is to provide guidance on the expected focus and standard of HR practice at work. The manual is intended to be used by each office to increase learning through self-assessment and peer review process, which identify growth opportunities or most significant needs. By providing guidance on the appropriate standards for HR practice. It helps us move towards a vision for integrated HR systems and processes across the partnership.

1.2 AIRA'S Vision, Mission and Core Values

1.2.1 Mission Statement

To promote social cohesion and lasting solutions to poverty and injustices for vulnerable and displaced communities

1.2.2 Vision

For a peaceful, just and resilient communities.

1.2.3 Core Values

AIRA will always endeavor to uphold the following values:

- (a) Commitment.
- (b) Equity.
- (c) Inclusiveness.
- (d) Integrity.
- (e) Human dignity.
- (f) Transparency and accountability.

1.2.4 Our Commitment to the Core Values

We recognize that values cannot be legislated; they must be lived. No document can substitute for the attitudes, decisions and actions that make up the fabric of our life, work and our communities. Therefore, we covenant with each other to do our utmost individually within AIRA partnership to uphold these Core Values, to honor them in our decisions, to express them in our relationships and to act consistently with them wherever AIRA is at work.

1.3 Modifications of Policies and Procedures Stipulated in this Manual

This Human Resource Manual is to be implemented in whole unless some or parts of the contained policies are amended. Where such amendments are made, they must be clearly stated in the document that the respective policies have been amended.

1.4 Amendment Process

Amendment to AIRA Human Resource Manual may be inevitable where there are changes in the legal system or where certain changes have been occasioned in the organizational or partnership policies to ensure that it remains relevant and responds to the needs of AIRA.

For any AIRA policy to be developed and/or reviewed, the Executive Director will be accountable to undertake the development/review, modification, and/or rewriting.

The policy revisions will be taken to Board of Directors for approval and adoption. The Executive Director and/or Head of Programs will be expected to make the Board of Directors fully conversant with the impact of the policy review before the Board can approve the changes.

The Executive Director may conduct consultations with staff as needed, and submit final recommendations for amendments, revision or policy changes to the SMT.

Once the changes are approved by the SMT, they are submitted to the Board of Directors for consideration and approval before they are adopted for inclusion into this Manual.

Such changes will only take effect once approved by the Board of Directors for adoption. Where the changes are approved by the Board of Directors, they are to be availed to all the staff.

The approved amendments on this manual will be availed to staff. HR manager together with line managers will circulate the changes to all AIRA staff in order to ensure that every member of staff is made aware of the new/reviewed policy

The manual will be formally reviewed every three years.

Effective date of implementation

This Manual becomes effective on the July,2020.

1.5 Conformity to the Labor Laws of Kenya

The policies and procedures contained in this Human Resource Manual of AIRA are carefully written and in compliance with the labor laws and all other applicable Laws of Kenya.

1.6 Statement of Acceptance

All employees, both current and new hires, will be required to sign a statement of acceptance indicating that they fully understand and accept the policies and procedures contained in the AIRA Human Resource Manual. All contracts or contract amendments will state that the employee will be/continue to be governed by policies contained in this Manual.

1.7 The History of AIRA

AIRA-SUSTAINABLE APPROACHES FOR COMMUNITY EMPOWERMENT is an organization whose mandate is to work with people particularly Pastoralist, Fisher-folk and Agro-pastoralist communities in Northern Kenya as the main beneficiaries of Governance and Social Accountability, Education and Child Protection, Sustainable Community Livelihoods and Peace building & conflict transformation programs. We do this through innovative, integrated, graduated, right based and community empowerment approaches. It was founded in 2006 as a Community Based Organization and registered by the National NGO board as National Public Benefits Organization in Kenya in 2011. It has its programs and operations in Turkana County in Kenya and along cross border communities of South Omo Regional state in Ethiopia.

1.8 General Human Resource Policy Provisions in AIRA

Human resource(s) provisions in this section clarify conditions of employment and terms of service as well as working relationships of AIRA staff members with partners, government counterparts, independent contractors/consultants and temporary workers.

The fundamental obligation of all staff members is that, by accepting employment, they shall conduct themselves in accordance with the principles and values of AIRA and pledge commitment and loyalty to AIRA. In signing AIRA contract of employment, the staff accept its terms, agrees to abide by AIRA policies and personnel regulations, and act in a professional manner, in the context of overall accountability to those with whom we work.

The staff structure outlined in the AIRA organisation structure shall be followed. Changes to the staffing structure must be justified and approved by the Board of Directors. The Executive Director has final hiring, contracting and dismissal authority. Therefore, no personnel action is valid without the signature of the Executive Director.

All staff members who are full-time employees of AIRA Programs shall not engage in other employment or business unless approved in writing by the Executive Director. In any case, the extra work must be performed outside of working hours, and the activities shall not be in conflict with AIRA mission, vision and values. Before recommending approval of any extra work outside AIRA, the supervisor must be sure that the work does not hinder his/her performance with the AIRA Programs.

All staff members of AIRA must present a Certificate of Good Conduct from the national police authority.

The AIRA can at any time perform background checks on staff, including the verification of authenticity of certificates, educational and employment records, character references from previous employers and any other background check that is deemed to be important.

AIRA shall be guided by the following broad human resources principles:

- (a) The organization strongly believes that all employees should be treated with dignity and respect;
- (b) The organization will ensure that as far as possible, maintain an optimum number of staffs for efficient and effective management of its programs and activities;
- (c) The organization will offer compensation and maintain a salary structure that is fair, equitable and sufficiently attractive to sustain and motivate staff to strive for excellence in performance;
- (d) The organization will provide reasonable terms and conditions of service to staff that are comparable with those applicable for similar positions in other such institutions, subject to availability of adequate funds and ability to pay in a sustainable manner;
- (e) The organization will provide an environment where individual employees will participate in the development of their careers and where they will have opportunity to fully utilize individual talents and ambitions. The organization will always endeavour to place staff in positions and give them functions that present them with necessary challenges.

1.8.1 Equal Employment Opportunity

AIRA is an equal opportunity employer and does not discriminate on the basis of race, colour, national origin, religion, sex, age, disability, marital status, and creed. Employment in AIRA is based on personal capabilities, skills and experience required to satisfactorily perform in respective positions.

AIRA is committed to engaging qualified, competent and devoted staff, enabling them to derive satisfaction from their jobs thus offering them attractive working conditions, challenging assignments and wherever possible opportunities for advancement.

1.8.2 Employment of Relatives

AIRA recognizes the possible challenges in relatives working together, and shall as far as possible discourage employment of relatives of staff members.

- (a) For purposes of this policy, the term “*relatives*” shall be defined as applying primarily to husband, wife, parent, child, grandparent, grandchild, brother, sister, niece, nephew, first cousins and any first relations by marriage.

- (b) Where a relationship as in (a) above exists between staff members and/or in a recruitment situation, then this must be disclosed and approval be made by the Executive Director.

Employment in this case includes those engaged on fixed term contracts, temporary basis, casual employment such as during workshops/conferences and consultants.

1.8.3 Confidentiality

Staff shall not disclose any information in relation to technical operations and activities, either internal or external, or any other AIRA related matters to non-project personnel without the authorization of the Executive Director. The only exception to this policy is for staffs that have contact with external organizations specified in their ToR. It is implicit in this confidentiality agreement that a staff member shall not disclose such information even after the employment relationship has been terminated. Confidentiality will further be guided by the AIRA Communication Policy for what information can be shared and with whom (including project beneficiaries).

Staff in possession of personnel 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 and a breach of this policy without formal consent may constitute misconduct depending on the circumstances, and appropriate disciplinary procedures will be initiated as outlined in Chapter 8 of this manual.

Maintaining confidentiality of information:

Staff members entrusted by a supervisor/SMT member with confidential information shall maintain the confidentiality of the information. Examples of possible violations:

- (a) Revealing confidential and privileged information.
- (b) Careless handling of confidential documents or records causing others to get the information.
- (c) Obtaining confidential documents and materials without permission or authorization.

1.8.4 Accountability and Transparency

AIRA is committed to promoting a culture of accountability and transparency. Employees are expected to conduct the business of AIRA in an open manner while management on their part shall keep staff informed of changes taking place within the organization to enable them appreciate the reasons for the changes. This is likely to enable staff work better, co-operate, and contribute more effectively towards the organization fulfilling its goals and objectives.

All employees are expected to handle resources entrusted to the organization in a manner that ensures good stewardship, transparency and accountability. This shall be demonstrated by ensuring that adequate records are kept, reports are submitted in a timely manner, and promises and commitments are honoured.

AIRA shall cultivate a culture where employees deal with each other with sincerity and trust both as a collective body and as individuals.

1.8.5 Out-side Employment

Employees are hired and continue in employment with AIRA with the understanding that AIRA is the primary employer and that any other engagements or commercial involvement which is in conflict with the interests of AIRA is strictly prohibited. Staff shall not accept full time employment, temporary employment or consultancy assignments without written approval of the Executive Director.

1.8.6 Conflict of Interest

AIRA expect its employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the organization. The organization will not accept business dealings that appear to create a conflict between its interests and those of an employee.

While AIRA recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to its business, the employee must disclose any possible conflicts by filling his/her declaration through Declaration of Impartiality and Confidentiality form so that the organization may assess and prevent potential conflicts of interest from arising.

Conflict of interest refers to activities, practices, or acts, which if an employee gets involved in or undertakes, conflict with, or appear to conflict with, the interests of the organization. Staff should not engage in any activity, practice, or acts that could give room for possible conflict of interest:

- (a) Any business transactions involving an employee of AIRA or any of his/her relatives must be disclosed and approved by the management. Where the business transaction involves any member of the management, then it must be disclosed to and approved by the Executive Director.
- (b) Staff should avoid all situations, which affect, or could affect their undivided loyalty and interest in serving AIRA. In any dealings on behalf of AIRA, staff should not realize any profit or benefit for self, or for the benefit of any relative, or secure gain apart from the duly authorized compensation. If any question arises in the mind of any employee regarding a possible conflict, the concerned employee should discuss it with his/her supervisor.
- (c) Staff shall not solicit for personal funds or gifts in kind from person(s) or institutions associated with AIRA.

- (d) It is not possible to describe all of the situations that may involve a possible conflict of interest. If staff members are in doubt they should report or seek guidance from the Executive Director.

An employee must promptly disclose actual or potential conflicts of interest, in writing, to his or her supervisor. Approval will not be given if in the opinion of the management the business relationship will compromise the employee's position and/or damage AIRA's reputation.

A violation of this policy will result in immediate and appropriate disciplinary action which may include immediate termination of employment.

1.8.7 Staff Relations

AIRA is committed to establishing and promoting cordial and mutually respectful employer/employee relationships. Every effort will be made to find mutually agreeable solutions to disputes and conflicts that may arise in the course of work.

AIRA will provide adequate procedures to facilitate dealing effectively with inter-staff conflicts, disputes and grievances.

1.8.8 Acceptance of Gifts

No employee may solicit or accept gifts of significant value, lavish entertainment or other benefits from beneficiaries, clients, and actual customers, suppliers or competitors. An employee may entertain potential or actual business associate if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass the organization.

However, employees are not prohibited from accepting advertising novelties such as pens, pencils, calendars, etc. or other gifts of minimal value when circumstances clearly show that the gifts are offered as a sign of appreciation for the business relationship provided the value of the gift is considered minimal. The management shall approve and advise staff the amount that the value of accepted gifts should not exceed.

1.8.9 Harassment

AIRA seeks to provide a work environment that is free of harassment. In keeping with this, no employee should be subjected to sexual, verbal or physical harassment in the workplace. Staff behaviour that in any way interferes with or disrupts the work of others, or in any way harasses another staff, will not be tolerated. Any action or conduct by any staff member that could reasonably be viewed as sexual harassment, bullying or intimidation is prohibited and shall lead to disciplinary action.

- (a) Sexual Harassment

For the purposes of this policy, sexual harassment is defined, as unwelcome requests for sexual favours and other verbal or physical conduct of a sexual nature when, for example:

- i. submission to such conduct is made either explicitly or implicitly as a term or condition for an individual's employment;
- ii. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- iii. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviours and may involve individuals of the same or different gender. Depending on the circumstances, these behaviours may include, but are not limited to: unwanted sexual advances or requests for sexual favours; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.

(b) Other Forms of Harassment

Other forms of harassment include verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, colour, national origin, age, disability, citizenship status, marital status, creed, genetic predisposition, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that:

- i. has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- ii. has the purpose or effect of unreasonably interfering with an individual's work performance; or
- iii. otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

(c) Violence at the Workplace

AIRA does not tolerate acts of physical or verbal violence at the workplace. Any instances of violence must be reported to the employee's supervisor or the Executive Director immediately. All complaints will be fully investigated.

The organization will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, which may be up to and including dismissal.

(b) Procedure for Handling Harassment

If any employee encounters harassment from anyone, including his/her seniors, fellow employees, or vendors; he/she needs to bring the problem to the attention of his/her supervisor. It is however recognized that there are circumstances that may warrant the problem encountered being brought directly to the attention of the Executive Director.

On receipt of the complaint, the supervisor or Executive Director may institute investigations and interview all parties involved including witnesses. During the investigation the rights of both parties will be protected as far as practicable. To this end any staff member interviewed will be requested to keep confidential the contents of the interview.

The person appointed to carry out the investigations will report the findings to the Executive Director who will decide on the appropriate remedial and/or disciplinary action. All complaints will be promptly handled, and special privacy safeguards will be applied in handling harassment complaints. Supervisors will enforce the policy consistently and fairly. Confidential documentation of all allegations and investigations will be retained and appropriate corrective action taken, including discharge when justified, to remedy all violations of this policy.

The management of AIRA shall issue a sexual harassment policy statement as per the Employment Act no. 11 of 2007 Section 6 (2).

1.8.10 HIV/Aids and the Workplace

AIRA will endeavour to promote awareness of HIV/AIDS among staff members. Employees, who are/become HIV positive, will be treated with support and understanding and their confidentiality will be respected. Illness that arises because of HIV/AIDS will be managed in the same way as other illnesses.

1.8.11 Drug and Abuse

Distribution, dispensation, possession, or use of any illegal drug or controlled substance can create situations that are unsafe or that substantially interfere with job performance and is strictly prohibited. Staff are also prohibited from use of alcohol or being drunk during working hours whether in the office or in the field. Employees in violation of the policy will be subject to appropriate disciplinary action, up to and including summary dismissal.

1.8.12 Dress Code

The dressing code for all AIRA staff during working hours shall be decent, neat and clean except for staff working in the field who will be allowed to wear smart. Staff must make sure their

dress and appearance is reasonable to other staff members, stakeholders, and other parties they may come into contact with in the course of their duty.

1.8.13 General Conduct

The organization requires order and discipline to succeed and to promote efficiency, productivity and cooperation among its employees. The orderly and efficient operations of the organization require that employees maintain proper standards of conduct at all times.

Employee who fails to maintain proper standards of conduct toward their work, their co-workers or the people who are targeted and served by the organization, or who violate any of the policies, are subject to appropriate disciplinary action, up to and including discharge.

All instances of misconduct should be referred to the Executive Director.

1.9 Categories of Staff

1.9.1 International staff

These are staffs that live and work outside their country of permanent residence, and have agreements of Employment issued by the AIRA Head Office.

1.9.2 National staff

These are those who work in their home country or country of permanent residence. A regular national staff member of AIRA is an employee who has been assigned to a regular position and holds an approved Agreement of Employment that is a fixed-term contract. Once employed, the staff member enjoys the benefits and allowances as stated in the policies of AIRA, and as contained in this Section. Any subsequent change(s) of the conditions of employment shall be notified in writing by the management and become effective as of the date of entry into force.

A Sample Contracts of Employment for Staff is included as ANNEX 1. Job Descriptions must accompany all Contracts of Employment (Sample Job Description found as ANNEX 2).

1.9.3 Consultants

These are professionals or experts hired when needs for the services of a professional group or technical assistance of a consultant may arise. The needs can be initiated by any member of the SMT or relevant Managers by the submission of the specific terms of reference for the services to be rendered by a contractor or a consultant. Depending on the nature of assignment, a contract can be made based on the number of days the consultant is expected to perform (Service Contract) or based on the expected outputs (Product Contract) to be delivered by the consultant. Short-term consultants may be employed for specific job assignments with no expectation of extension or renewal.

The daily rate is based on the local market. The amount of compensation shall depend upon the volume and complexity of the assignment and the estimated time required to complete the task.

The Executive Director authorizes a consultant after conferring with the Human Resource Officer and concerned Management Team Members. The approved request shall be forwarded to the Human Resource Office to issue the relevant contract. The request shall include a Curriculum Vitae (CV) of the individual concerned and the Terms of Reference (TOR) describing the tasks to be performed (Sample Terms of Reference are found as ANNEX 3). The Consultancy Contract will be prepared by the Human Resource Office and signed by the Executive Director and the consultant. A Sample of Consultancy Contract is found as ANNEX 4.

Persons engaged under a Consultancy Contract are not staff members of AIRA. They are deemed independent contractors/consultants and shall not be entitled to annual or sick leave or to any other benefit, subsidy, compensation, or entitlement except as expressly provided in the Consultancy Contract. They are also independently responsible for any taxes, which are levied on their income from AIRA. AIRA is obliged to deduct these taxes and pay the Kenya Revenue Authority.

1.10 Types of Agreements of Employment at AIRA AIRA may recruit employees under the following categories:

1.10.1 Semi-Permanent Contract Employees

Most of the AIRA staff fall in this category. These are full time salaried employees who are generally guided by regular work schedules. They are on annual (calendar year) contracts spelling semi-permanent terms and conditions of service to AIRA. This type of contract normally assumes termination of contract when staff attain retirement age. Semi-permanent staff shall remain employees of the organisation as long as the position is retained, the individual performance is satisfactory and AIRA has funding to pay their salaries and benefits in a sustainable manner.

1.10.2 Fixed-Term Contract Employees

These are staff appointed for a specified period of time of not more than one year and on agreed written contract terms clearly stated in the letter of appointment subject to policy and procedures of AIRA. The decision to renew a Fixed-Term contract shall be based on the AIRA requirements, its budget and the staff's performance. The period of engagement shall be synchronized by the lifespan of the projects and any extension of the contracts must be made in writing.

1.10.3 Temporary Employees

These are AIRA staff appointed for short periods of not more than one year on agreed written terms and conditions to undertake a specified task clearly stated in the letter of appointment. The terms and conditions of service under which temporary employees are engaged will be specified in their temporary employment contract. This type of appointment may be necessary to relieve staff on leave, perform short term assignments and when funding is

uncertain. Staff on temporary appointments will not be entitled to benefits which are not specifically stated in their letter of appointment subject to prevailing minimum legislative requirements.

1.10.4 Casual employees

These are non-salaried personnel, hired on a day to day basis to do specified work and who are paid for each day of work for which they perform. In line with the employment Act no. 11 of 2007 Section 37, AIRA shall not engage casual employees to undertake assignments which are on a continuous basis of more than one month, or on aggregate for more than three months in a calendar year. If such situation arises or are envisaged, then those who are contracted will be engaged as Temporary Employees and given contracts that clearly define conditions of engagement.

1.10.5 Interns

These are persons who after their learning and training, are attached to any of the departments of AIRA to gain experience for a specified skill and period of time. Interns must request for placement in writing and thereafter shall be issued with a letter (offer of internship) indicating the terms and conditions which they are accepted to be part of AIRA. Interns are not employees of AIRA and therefore cannot be paid a salary nor enjoy other benefits.

AIRA will take a restricted number of interns for a specific period of time considering considerations of space, mentorship, budget and equipment. The internship period shall be for a minimum of three (3) months and a maximum of six (6) months. ANNEX 5 contains guidelines for internships, and ANNEX 6 is a template for internship contract. Interns are generally not paid, but may receive allowances/stipend.

1.10.6 Volunteer

These are persons who offer to work for AIRA without consideration for a salary. A Volunteer shall express their interest to do volunteer work in writing. AIRA will thereafter issue them with a letter accepting the offer and outlining the terms and conditions of their volunteer work within the organization. ANNEX 7 is a template for volunteer contract.

1.10.7 Part-time Employees

AIRA may engage the services of an individual on a part-time basis for jobs whose scope does not require work on fulltime basis. This shall be particularly in areas that may require professional or technical skills that are not available in-house. Such individuals shall be issued with a contract stipulating nature and scope of the job, periods in which they are expected to work, and the expected outputs.

In such cases the individuals shall be paid at rates pre-determined by the management of AIRA. If the engagement is for a longer period exceeding one (1) year, then payment on a retainer basis may be considered.

1.10.8 Trainees

Within AIRA, these are persons generally without professional experience who are hired for a short-term period. Both temporary/casual workers and trainees are issued with a Short-Term Agreement of Temporary Employment (ANNEX 9).

1.10.9 Secondment Staffs

These can occur:

- (a) between two AIRA Programs (Guidelines attached as ANNEX 10;
- (b) from AIRA partner to AIRA Program (Guidelines found as ANNEX 11)

A Secondment Agreement between two Country Programs will be concluded between the sending and receiving office, outlining the scope, responsibilities, and financial obligations of the two parties. A Sample Locally-issued Secondment Agreement is found as ANNEX 12.

1.11 Organogram / Organization Chart

Each position, no matter the type of contract they are on, should be placed on an organogram/organizational chart, clearly showing the structure of each location, reporting lines/relationships and responsibilities within the workplace. All staff shall have access to the organogram of their department and the organization as a whole.

The organization chart is in Annex 13.

1.12 Annexes and Forms Used

ANNEX 1: Sample Contract of Employment

ANNEX 2: Sample of Job Description

ANNEX 3: Sample Terms of Reference

ANNEX 4: Sample of Consultancy Contract

ANNEX 5: Sample of Temporary Employment Contract

ANNEX 6: Guidelines for Volunteers serving in AIRA Programs ANNEX

7: Template of Volunteer Contract

ANNEX 8: Internship Policy with AIRA

ANNEX 9: Template of Internship Contract

ANNEX 10: Guidelines for Secondment of National Staff between AIRA Programs

ANNEX 11: Guidelines for Secondment Agreements (for Partners' Secondments)

ANNEX 12: Sample Locally-issued Secondment Agreement

ANNEX 13: Organization chart/Organization Structure

ANNEX 14: Declaration of Impartiality and Confidentiality Agreement Form

Chapter 2

2.0 RECRUITMENT AND EMPLOYMENT

2.1 General Provisions

AIRA is committed to building a highly skilled and motivated workforce that will perform effectively in their positions to further its mission. All recruitments shall be conducted in an open and transparent manner and every effort shall be made to ensure that procedures outlined in this section are strictly followed.

AIRA is an equal opportunity employer and considers all job applicants on the basis of merit without regard to race or tribal origin, religious belief, gender, sexual orientation, marital status, political affiliation, physical or mental disability. AIRA also encourages persons with disabilities, and those from marginalized communities and ethnic groups, to apply.

2.2 Guiding Principles Applicable to Recruitment of All Categories of Staff

- (a) AIRA is an equal opportunity employer offering employment to suitable individuals who are willing to ascribe to AIRA Vision, Mission, and Core Values.
- (b) AIRA does not discriminate on grounds of ethnicity, political beliefs, social class, disability or gender. There shall be no favoritism or nepotism.
- (c) Recruitment will commence when there is an approved vacant position and a budget to support it.
- (d) A position will be advertised internally and/or externally. Promotion of qualified candidates from within AIRA is valued for augmenting our skill-sets among experienced individuals within the organisation. Internal candidates bring added value from their knowledge of the organisation. Experienced external individuals bring creative solutions from other vantage points.

2.2.1 Pre-condition

Before recruitment process commences for any position, it must be confirmed that the position exists, has an approved job description (ANNEX 2), it has been approved by the Executive Director and/or his or her designate and it has an allocated budget for the term of the initial contract period.

2.2.2 Job Description and Specification

A Job Description, which is a broad statement describing purpose, duties and responsibilities of a particular job shall exist for all positions in the organization. The job description shall contain:

- (a) Job title.
- (b) Department.

- (c) Duty Station.
- (d) Reports to (Reporting line) Immediate Supervisor of (Supervisory lines).
- (e) Supervision to (who he or she supervises).
- (f) Purpose of the position.
- (g) Job duties/responsibilities, responsibility weight.
- (h) Key relationships.
- (i) Qualifications.
- (j) Skills and competencies.

Job description is important since;

- Upon engagement, each employee will have a job description that will detail his or her duty responsibilities and reporting relationship.
- Each employee will have access to an organizational chart to acquaint him/herself with reporting relationships within the department and the organization as a whole.
- For staff on secondment a Memorandum of Understanding (MOU) between the sending and receiving organization will be prepared that outlines the scope and limits of the relationship that will bind such an engagement. The Executive Director or his/her designate at the respective field station and the line manager of the assigning party will sign the MOU.

2.3 Planning for Recruitment

2.3.1 Reasons for Recruitment

A position to recruit for at AIRA may be vacant because;

- A new position has been created due to increased job demand.
- The current job holder has voluntarily resigned.
- The contract has been terminated during probation period by either party before confirmation due to breach or dislike of terms of engagement.
- The contract has been terminated on expiry of a fixed term contract.
- An employee has retired normally on attaining the retirement age as per the organization policy.
- On termination of an employee on disciplinary grounds or poor performance.
- Summary dismissal of an employee.

2.3.2 Establishment of a new position

Creating a new position requires justification of needs and must be endorsed by the Senior Management Team (SMT). New positions must have sufficient financial provision and support in the applicable budget. Staff will be expected to meet the requirements of the Position Description to a satisfactory level. Line Managers will use the Position Description to identify objectives when assessing performance in the probation period.

The department requiring establishment of a new position shall inform the Head of Programs in writing of the need for establishment of a new position. The Head of Programs and/or his or her designate shall then initiate the process of job analysis, prepare a result-based job description and specification and present the proposed result-based job description to the Management Team for review and approval. The approved result-based job description will then be presented to the management of AIRA to approve as a position within organisation's establishment.

2.3.3 Guidelines Applicable to all Staff Categories

- (a) Recruitment is a human resource function comprising all aspects of the hiring process of new staff.
- (b) To effectively recruit, the HR Officer together with Senior Management Team should first forecast (Plan and Identify) the number and types of positions to be filled for the following year.
- (c) The HR Officer should ask managers to forecast and plan their staffing needs well in advance- 6-12 months is recommended particularly for senior positions.
- (d) An organizational and departmental chart/organogram should be developed as soon as possible and circulated to all relevant locations in the field and head office. A sample organogram is attached as ANNEX 13.
- (e) Categories of staff should be identified and defined, e.g. international, national, seconded staff, and other categories (as summarized in Chapter 1).
- (f) Job descriptions are developed by the relevant line managers. HR will play a proactive role and assist line managers with the development of position descriptions, especially in the early stages of an operation where many key posts are in the process of being filled.
- (g) A list of position descriptions is as ANNEX 2.
- (h) HR Officer should scrutinize all applicants' CVs and check their references. In some instances, the CVs presented by the applicants may not reflect their true experience and expertise and may tend to be oversold.
- (i) The HR Officer should advise technical managers to organize tests such as language or computer tests and other technical tests for candidates as oral and/or written interviews.

- (j) The HR Officer should use a pre-test salary scale, daily rate and other terms and conditions for staff members, as set out in the agreement of employment and the staff regulations.
- (k) Managers should confirm and seek approval for the salary rate from the HR Officer to ensure there is fairness and consistency across the program.

2.4 Steps for The Recruitment Process

General provisions

The recruitment panel for leadership and senior management positions will comprise the Executive Director or his/her designate, HR Officer and Program Manager or Program Coordinator.

The recruitment panel for other positions will comprise of Head of Programs, HR Officer, a departmental head and/or any other person from any department appointed by the Head of Programs. In all cases, the recruitment panel shall not consist of less than three members.

2.4.1 Vacancy Announcement

- (a) Recruitment of staff will only commence when there is an approved vacant position and a budget to support it. The Head of Programs will give the approval for the recruitment process to proceed. Approved vacancies will be advertised internally and/or externally.
- (b) The policy provides for promotion of qualified candidates from within AIRA as a way of consolidating skills among experienced individuals within the organization. The policy takes cognizance of the fact that whereas internal candidates bring added value from their knowledge of the organization, experienced external individuals bring creative solutions from other vantage points.
- (c) A panel will be constituted to identify suitably qualified individuals for the advertised position. The panel will at least consist of three senior AIRA staff/officials two of which must be the Head of Programs and an Executive Director of the Board of Directors if need be.

2.4.1.1 Internal Advertising

Internal advertising will be done to enable eligible candidates within the organization to apply. The internal advertisement will be posted on notice boards at all AIRA field locations, distributed by AIRA staff e-mail and via hard copies circulated to HR contact persons at the field offices. Internal AIRA applicants must have completed 12 consecutive months of service in the current roles, except for staff laid off via redundancy or end of projects.

2.4.1.2 External advertising

External advertising will be done primarily through major public notice boards and other advertising media required by law. This will also be included in the appropriate AIRA web recruitment portal. All candidates should submit letters of application, the most updated

curriculum vitae and names and addresses of three referees (last employer, church pastor/religious leader and a personal reference from a referee who is not a relative of the applicant).

2.4.2 Short listing

- (a) Candidates will be short-listed by the shortlisting panel comprising at least three officers who must include Head of programs, a line manager and HR Officer or their designate.
- (b) Shortlisting will be made as transparent as possible. Candidates may be selected from the running file, HR data banks or by open advertisement through the most cost-effective media.
- (c) The HR Officer, Head of Programs or his/her designate together with the relevant Program managers will compile an initial shortlist of at least 5 candidates drawn from at least 10 applicants for the interviewing panel to consider for interviews.
- (d) After shortlisting, the HR Officer will send letters or communicate to shortlisted candidates only. Letters will be sent to applicants not short-listed as well. However, feedback will be provided to internal candidates if they are not shortlisted for the interviews. Both internal and external short-listed candidates will be contacted directly by telephone, SMS and/or email. They will be asked to bring with them originals of all certificates, testimonials and ID Card when coming for interviews.

2.4.3 Interviews

- (a) The interview panel will comprise the same structure as [2.4.2 (a) above but may be expanded at the discretion of the Executive Director depending on the seniority of the position.
- (b) At least three short listed applicants must be available to participate in the interviews for the interview process to continue.
- (c) The Executive Director or a Board member will be involved with the interview and confirmation of an appointment to posts in salary level 5 & 6 (Officer and Senior Officer positions).
- (d) The interview panel will discuss and agree on the modalities of the interview and settle on the scope of questions beforehand.
- (e) During the interview process, each panelist will enter his/her scores separately and the weighted aggregate score will determine the possible candidate(s) for employment.
- (f) The HR Officer will compile interview results and then forward recommendations to the Executive Director of Senior Management Team for approval.
- (g) The panel is required to identify the most qualified and suitable candidate for the position in question and this process will be guided by predetermined procedures and tools. These should be discussed and agreed on by the panel in advance. In the event that the

interviewing panel is unable to decide on the most suitable candidate, the Executive Directors' decision will be final.

- (h) The successful candidate will be required to provide at least three satisfactory references for reference check before the final appointment is made.
- (i) Unsuccessful candidates will be informed by phone or email or in writing by the HR Officer or his/her designate.

2.4.4 Reference checks

- (a) Prior to confirming employment of new staff and based on the applicant's prior agreement as at the time of application, reference checks including professional, educational backgrounds and child protection background investigation [refer to Child Protection and Safeguarding Policy] and any other that may be considered important by AIRA human resource policy will be conducted by HR Officer on each candidate and employment will be contingent on clearance of these.
- (b) An internal candidate will undergo the same process unless he/she has already been checked within the past 2 years of employment. All inquiries will be conducted by the Human Resource Officer or his/her designate. Where necessary, AIRA is free to contact people whose names are not stated as references.
- (c) The applicant should submit the names, postal and email addresses of three references including the last employer or Manager and a personal reference from a non-relation. In the case of recent school or college leavers, references will be obtained from last school or college attended.

2.4.5 Medical examinations

- (a) AIRA may require the identified applicant(s) to undergo medical examination by recognized doctors or medical practitioners before taking up the appointment where the cost shall be met by the prospective employee. In such an event, employment will be subject to a satisfactory medical report. The prospective employee will be required to sign a statement indicating that he/she has no objection to AIRA receiving information about his/her medical status. The statement will indicate that the doctor has the right to send the medical report to AIRA and that the organization has the right to receive it.
- (b) AIRA will not discriminate against people with diseases or physical conditions, including HIV/AIDS that will not inhibit their ability to perform the tasks they are being hired to do. Mandatory HIV/AIDS testing is not a pre-requisite for employment.
- (c) The Medical Doctor will send a 'certificate of fitness' or medical report for the employee to the HR manager. This will state the prospective employee's health condition

2.4.6 Employment Offer.

Before an employee is legitimately engaged by AIRA, the HR Officer shall send letter of employment offer to the prospective employee. And where the employee accepts terms and conditions of employment in the offer letter, sign and send back to AIRA. Where the prospective employee turns down the offer, he/she shall communicate back for AIRA to consider filling the position with another person.

All job offers will be made contingent upon the employee producing a Certificate of Good Conduct from the Department of Criminal Investigations (DCI) of Kenya before confirmation of appointment. A formal receipt proving application for the certificate of good conduct shall be provided to HR Officer before the new staff reports to work.

2.4.7 Orientation and Induction

The orientation and induction program of the new employee will be owned and coordinated by HR Officer.

It is during this period that new staff get to sign their contracts and policy documents while providing their documents for filing. The length of the orientation will be set by the HR Officer and may range from one day to three days. The employee will be taken through a structured program; Organizational induction by the Executive Director/ Head of Programs, specific departmental orientation by HR Officer and departmental heads/Program Coordinators.

2.4.8 Probationary period

- (a) AIRA will give a three-month probation period to potential employee where the contract is for 12 months or more. Any contract lasting less than 12 months will have a one- month probation period, with the option of extending month by month for a total of up to three (3) months. All employees on probation will receive and sign a probationary contract of employment stating date of hire, duration of probationary period, designation, grade classification or category and salary in conformity with AIRA's salary scale at the time.
- (b) There will also be a clause that the employee will be governed by the terms and conditions contained in Human Resource Manual now in force. The contract will be signed by AIRA's Executive Director and the employee will also sign off to manifest that he/she has read and accepted the terms in the contract.
- (c) The HR Officer will keep a copy of the original contract for the records and the employee will receive a duplicate copy of the contract, Job Description, Code of conduct, PSEA Policy, Child Safeguarding policy, Privacy and confidentiality policy and other applicable policies and a copy of the Human Resource Manual either in soft or hard copy or online human resource manual.

2.4.9 Performance management and development plan

- (a) Before confirmation, an employee shall fill and be assessed through performance management and development plan to monitor and evaluate his/her performance during the probation period. The employee will state what he/she intends to do, how, when to achieve job's duties from a job description.
- (b) In the event that the employee's performance is not satisfactory during the probationary period, the Head of Programs with the advice of relevant line managers and HR Officer as may be applicable, may extend the probationary period by three months. This is particularly the case for employees with contracts for 12 months and above. Such a decision **MUST** be based on the end of probationary period appraisal.

2.4.10 Confirmation of employment

On successful completion of the probationary period, a letter of confirmation will be issued to the employee by the HR Officer. In the event that the employee's supervisor decides that the employee should not be confirmed, the decision **MUST** be supported by an objective Probationary Assessment Report. If the probationary period is unsuccessful despite all necessary support, the employee's service will be terminated. Staff are entitled to 2 week's written notice period before confirmation or termination is made during the probation period.

Summary of the Steps in the Recruitment Process for National Staff

The Executive Director is ultimately responsible for the recruitment procedure in AIRA. The table below outlines the steps that should be taken in the recruitment procedure.

Step		Recommended template/form/document (found as ANNEXES to this chapter)
1	Identify the need for recruitment	Employment Requisition Form (ANNEX 15)
2	Identify category of staff and type of contract	Listing of staff categories (grade) (ANNEX 16)
3	Describe the position and prepare a Job Description	Job Description (ANNEX 2)

4	Set grade & salary for position, in consultation with the HR Officer	
5	Get approval of the position from the Executive Director/ HR Officer	
6	Advertise	External Advertisement Template (ANNEX 17)
7	Short-list candidates	Short-list Form
8	Interview candidates Administer writing test	Interview Report Form (ANNEX 18)
9	Request references. Ask for medical check.	Reference letter and Reference Check Form (ANNEX 19) Medical clearance form (ANNEX 20)
10	Select candidate for the position. Make a job offer.	Offer of Employment Letter (ANNEX 21)
11	Inform unsuccessful interviewed candidates	Unsuccessful Applicant Letter
12	Obtain personal information from new staff member. Collate new staff member's personal data into Personnel Action Form Open a Personnel File for staff member	Employee biodata Form (ANNEX 22)

Transfers and Promotions

- (a) AIRA will transfer staff whenever appropriate. Employees will be encouraged to seek career development within the organization by considering applications from qualified employees seeking transfer or promotion.
- (b) Upon announcement of a vacancy, a clearly defined job description is drawn and suitable qualified staffs are invited to apply for the position.
- (c) The Executive Director in consultation with the Head of departments shall appoint a member of staff to act in case of temporary vacant positions.
- (d) Acting appointments shall not exceed three months.
- (e) If a staff member is transferred from one project or work place to another within the organization, the procedures in Section 2.4.1 (b) (vii) above must still be followed. However, a transfer allowance will be awarded equivalent to one-month basic salary where funds are available. Claims must be made within the same financial year.

2.4.5 Cost of Travelling to the Recruitment Venue for the Candidates AIRA will not reimburse travelling cost to interview venue for candidates.

2.4.6 Travel and Transport to Duty Station

- (a) Fare to the new station: AIRA does not provide transport and not reimburse transport costs to the new duty station for the employee.
- (b) Personal Effects: AIRA will not reimburse costs for transportation of personal effects.

2.5 Annexes and Forms Used

ANNEX 2: Sample Job Description format.

ANNEX 13: Sample Organogram.

ANNEX 15: Employment Requisition Form.

ANNEX 16: Listing of staff categories (grade and step).

ANNEX 17: External Advertisement Template.

ANNEX 18: Interview Report Form.

ANNEX 19: Reference Check Form.

ANNEX 20: Medical Clearance Form.

ANNEX 21: Offer of Employment Letter.

ANNEX 22: Employee Biodata Form.

Chapter 3

3.0 AGREEMENT OF EMPLOYMENT AND PERSONNEL RECORDS

3.1 General Provisions

All details relating to an employee of a personal nature will be maintained in their “Personnel Employee File”. These details shall be reviewed and updated on a regular basis by HR Officer.

The following broad guidelines shall apply to personnel records and documentation, AIRA will maintain Employee files on past and present staff. A copy of all employees’ related decisions and actions shall be kept in such files:

- (a) The personnel records for all past staff shall be maintained within the legal limitation period for such records.
- (b) Personnel files are absolutely confidential and must always be stored in a secure environment with access limited to authorized staff. Access to personnel files will be limited to immediate supervisor, and Head of department.
- (c) Provisions in Kenya’s Laws stipulate who can be supplied with information from the Personnel files. Information to third parties will only be provided either with the written consent of the employee or in compliance with a legal order.¹

3.2 Personnel Documents

New staff members will be required to provide AIRA and AIRA shall keep them in HR Officer’s office the following documents;

- (a) Copies of curriculum vitae, academic certificates, confidential letters from referees and previous employer reference letters, certificate of good conduct.
- (b) Completed Employment Bio-data Form (ANNEX 22)
- (c) Copies of certified national identity card, and/or passport and birth certificate.
- (d) Recent three (3) passport size coloured photographs (3 months or less old).
- (e) Copies of Marriage certificate and copies of birth certificates for children (where applicable).
- (f) Medical report and/or certificate as outlined in Section 2.4.5 (c) above.
- (g) Copies of statutory documents such as National Social Security Fund (NSSF), National Hospital Insurance Fund (NHIF), and Income Tax Personal Identification Number (PIN) cards.

¹ Employment Act No. 11 of 2007 Section 74(2)

- (h) Contact details for 3 References as stipulated in Section 3.2 (a) above.
- (i) Bank details.
- (j) Self, dependants and nominated next of kin details including photographs.
- (k) Copy of driving license (when applicable).
- (l) Details of place of residence (physical address including plot number, street, area, town) and home telephone number.
- (m) Copies of Parents' ID or death certificates, marriage certificate or sworn affidavit and spouse ID, children's birth certificate

It is important to note that anonymous communications relating to any staff member shall not be placed in any file.

3.3 Contract of Employment

All AIRA staff upon employment shall sign a written contract of employment containing the following employment particulars:

- (a) the name, age, permanent address and sex of the employee;
- (b) the name of the employer;
- (c) the job description of the employment;
- (d) the date of commencement of the employment;
- (e) the form and duration of the contract;
- (f) the place of work;
- (g) the hours of work;
- (h) the remuneration, scale or rate of remuneration, the method of calculating that remuneration and details of any other benefits;
- (i) the intervals at which remuneration is paid; and
- (j) the date on which the employee's period of continuous employment began, considering any employment with a previous employer which counts towards that period; and
- (k) any other prescribed matter as in Employment Act, 2007 Section 10

All agreements of employment shall be prepared in the official national language. Staff who cannot read, their agreement shall be read and explained to them by HR Officer and that they sign that they have understood and received it.

The contract will be signed by the Executive Director on behalf of AIRA. The Head of Programs may sign on behalf of the Executive Director whenever such authority is delegated in writing.

3.4 Job Description

A Job Description, which is a broad statement describing purpose, duties and responsibilities of a particular job shall exist for all positions in the organization. The Job Description shall contain the following aspects:

- (a) Job title
- (b) Salary grade/Entry level
- (c) Based at (Duty station)
- (d) Reports to (Reporting lines)
- (e) Immediate supervisor of (Supervisory lines)
- (f) Purpose of the position
- (g) Key relationships
- (h) Job duties
- (i) Core capabilities and competencies
- (j) Qualifications
- (k) Working environment/conditions

3.4.1 Importance of Job Description

Job description is important since:

- (a) Upon engagement, each employee will have a job description that will detail his/her duty responsibilities and reporting relationship.
- (b) Each employee will have access to an organisational chart to acquaint him/herself with reporting relationships within the department, sector and the organisation as a whole.
- (c) For staff on secondment a Memorandum of Understanding (MOU) between the sending and receiving organisation will be prepared that outlines the scope and limit of the relationship that will bind such an engagement. The Executive Director or his/her designate at the respective field station and the line manager of the assigning party will sign the MOU.

3.5 Grading of Posts

AIRA shall maintain a grading system for all positions within the organization and a salary structure to match profiles of the jobs. To ensure an organized salary structure and internal equity achieved through defined levels of tasks, roles and responsibilities, all positions shall be graded and new employees individually placed and advised of their grade level based on the interview outcome and their academic and professional qualifications, relevant work experience and skills and competencies. (ANNEX 23)

3.6 Record Keeping

A personnel file will be maintained for each staff member. The file will contain on minimum basis the documentation listed in Section 3.2 above, in addition to;

- (a) Original copy of application letter
- (b) Completed personal data form (ANNEX 24)
- (c) Duly signed copy of the employment contract.
- (d) Signed copy of Job description.
- (e) Temporary ID cards will be issued during an employee's probation period. Regular ID cards will be issued on successful completion of an employee's probation period. The AIRA ID card must be surrendered upon termination of employment (failure of which will result in delayed payment of final dues and a penalty fee).
- (f) Performance appraisal form.
- (g) Approved interview results form
- (h) AIRA induction program form

All information of a personal nature maintained in each employee's personnel file may be released for inspection only when requested for by duly authorized agencies, with the written consent of the employee, information protected by the law, or information that has been demanded through due process of law.

The HR Officer regularly be involved with different kinds of staff management issues from HR administration to performance-related matters. It is important that records are kept of any personnel matters as a true and historical record of all aspects of the staff member's assignment with AIRA and to ensure local laws have been followed and history is not lost.

3.6.1 Personnel File:

All personnel records and documents shall be filed and computerized as confidential documents, from the hiring date through to separation of the staff member. The HR Office shall maintain

confidential personnel records for each staff member. This record is called the “Personnel File”, and shall contain the following documents and information relating to the staff member:

Personal Details

- Birth certificate for staff member and family
- Marital status/certificate
- Number of children and ages
- Education certificates
- Date & country of birth (Nationality)
- Home address
- Telephone no.
- Personal email address
- Certificate of Good Conduct
- National ID card,
- passport, visa and work permit details
- Emergency contact details and next of kin
- 3 Photographs
- Driving license details (if any)
- NSSF, NHIF & KRA Pin No
- Employment bio-data Form

Recruitment Information

- Employment application form / CV
- Employment interview notes
- References
- Medical clearance forms
- Employment offer letter and contract of Employment
- Results of Police checks (if required)
- Medical insurance programs

Employment-related Information

- Employment history
- Medical & psychological reports and notes
- Other correspondence on employment issues
- Staff development & Training records
- Finance Forms
- Bank Account details

- Disciplinary records
- Job Description(s)
- Performance Appraisal Form(s)
- Leave records
- Time sheets

Each personnel file will hold some or all of the following items for each staff member. The amount of information held will depend upon the person's role. Any personal data not included in the list above would only be held with specific permission.

Personnel files are the property of AIRA and cannot be removed from the Personnel Office. Personnel files are destroyed 5 years after an employee's separation or as specified by the donors in the contract or cooperation agreement.

3.6.2 Request of staff member to review his/her personnel file

Upon a written request addressed to the Human Resource Officer/ Personnel Office, a staff member may consult his/her personnel file (with the exception of references supplied in confidence), in the presence of HR staff. After having reviewed the file, the staff member may submit a statement to the Human Resource Officer/Personnel Office, commenting on any information that he/she believes to be inaccurate or incomplete. Under no circumstance may a staff member remove items from the personnel file or remove the file from HR Office.

3.6.3 Request of staff member to copy personnel records

A staff member may ask the HR Officer to copy parts or all of his/her file, but the original documents must remain in the file. All copying shall be done by the HR Officer and not by the staff member.

3.6.4 Personnel database

The HR Officer shall keep updated records of staff. A database can be created for this purpose and expanded to include contact details and information on staff's next of kin. The contact list must be frequently updated (weekly or fortnightly depending on the volume of staff movement) and circulated widely within the operation. Databases holding sensitive and personal information should be password protected and set as 'read only' to ensure that no one can access the data.

3.6.5 Confidentiality

Personnel files are confidential, with only Human Resource Officer and SMT (when necessary) having access. They will therefore be stored in a locked cabinet. Personnel files contain all information relevant to the staff member. It is important that all personnel files are kept up to date; therefore, all staff must notify their line managers when any of their personal information

changes. It is the responsibility of the HR Officer to ensure that they are maintained in accordance with the AIRA policy and local law.

3.6.7 Notification of Changes

It is the responsibility of individual staff to notify the AIRA of any changes in status in the following areas:

- (a) Address and phone numbers.
- (b) Person to be notified in case of emergency.
- (c) Legal change in name/names with the effective date.
- (d) Change of marital status with effective date.
- (e) Birth of child, or any change of dependents.
- (f) Death of any dependant.
- (g) Change in academic or professional status/qualifications.

3.7 Annexes and Forms Used

ANNEX 2: Job Description format

ANNEX 22: Employee bio-data Form

Chapter 4

4.0 PROBATION, INDUCTION AND RESPONSIBILITIES OF AIRA STAFF

4.1 General Provisions

All new employees are required to go through an induction/orientation program. The purpose of the program is to ensure that new employees settle in their job as quickly as possible. The program will provide new employees with suitable information on the history of AIRA, its objectives and activities, and to expose the employees to the organization's policies and procedures, and enable their quick assimilation to the new work environment. The induction program will give staff opportunity to familiarize with the activities of the organization and gain insight into its operations.

The management will assign a staff member who will be responsible for the induction process for the new employee.

4.2 Probation Period

- (a) All new contracted employees will be required to serve an initial three (3) months' probation period.
- (b) A person who is already employed by the AIRA and is recruited for a new position or is promoted will not serve a second probation period, but be confirmed in his/her new position immediately.
- (c) During the probation period the employee will be expected to demonstrate suitability for the position and for continued employment with AIRA. The employee will accrue leave during the probation period but will not be eligible to take it until the completion of the probation period.
- (d) In addition, employees will receive 100% of their salary; (as per the policy outlined in Section 5.2 below of this manual) and entitlement to sick leave, maternity, paternity and compassionate leave during the probation period. During this period, the employee is entitled to all work-related allowances, medical and accident coverage and benefits (if provided).
- (e) During the probation period either party may terminate the contract by giving 14 days written notice or by payment of the equivalent salary stipulated for the notice period.
- (f) At least 14 days before the end of the probation period, the employee's supervisor will conduct an appraisal of the employee and submit the report to the Executive Director or the Head of Programs/HR Officer for approval (after discussion with the employee). A confirmation letter will be written to the employee if the evaluation is approved. If the evaluation is negative the employee will not be confirmed in the position.

- (g) The probation period of an employee whose performance has not been fully satisfactory may be extended for a further period not exceeding one month, subject to an evaluation report. Prior to the commencement of the one-month extension, the employee will be advised by his/her supervisor of his/her shortcomings and the areas that may need improvement. Upon satisfactory completion of the extended probation period, the employee will be served with a letter of confirmation.
- (h) The date of first appointment of a newly appointed employee will be the date on which he/she reports for duty.

Limitations during the probation period are:

- *Annual Leave:* Leave is accrued from the first month of the employment. However, in case not confirmed, the staff is allowed to take their earned annual leave days.
- *Reassignment:* The staff member is not eligible for reassignment and may not apply for new positions within AIRA.
- *Salary advance:* Staff is not eligible for any salary advance (if provided).

4.3 Staff Induction and Mentoring

All new employees are required to go through an induction/orientation program. The purpose of the program is to ensure that new employees settle in their job as quickly as possible. The program will provide new employees with suitable information on the history of AIRA, its objectives, programs and activities, and to expose the employees to the organization's policies and procedures, and enable their quick assimilation to the new work environment. The orientation program will give staff opportunity to familiarize with the activities of the organization and gain insight into its operations.

The head of department will assign a staff member who will be responsible for the induction process for the new employee.

4.3.1 Objectives of Induction/Orientation

The main objectives for the induction/Orientation program shall be to:

- (a) Assist staff in understanding the key requirement and context of their job.
- (b) Enable staff to find and access the tools and resources they need.
- (c) Understand the Vision, Mission, Core Values, Goals, Activities and Programs of the organization.
- (d) Develop relationship of the new employee with other staff in order to forge team work.
- (e) To ensure staff settle in their new jobs as smoothly as possible.

4.3.2 Content of Induction/Orientation Program

The Induction/ Orientation program will include but not be limited to:

- (a) General orientation which will involve completion of relevant documentation, explanation of salary and benefits structure, tour of facilities within the work station, information on office facilities, work procedures etc. The new staff will also have opportunity to read and understand the rules and regulations and other policies and procedures documents at AIRA.
- (b) Focused orientation will involve:
 - i. Review of the organization's key working documents that include policies and other business documents.
 - ii. Procedures for use of office facilities such as telephone, telex, fax, computers and other equipment.
 - iii. The organization structure and reporting relationships.
 - iv. Functions of all the departments of the organizations.
 - v. Understand where human resource and other support departments are based.
 - vi. Introduction and discussion with administrative staff and team members.
 - vii. Scheduled time for the new staff in all relevant departments to understand their operations.

4.3.3 Orientation/ Induction Program Schedule

The HR Officer or his/her designate will draw up an orientation schedule program for each new employee which will include the following:

- (a) Introduction of new employees to existing staff.
- (b) Completion of personal information for the files.
- (c) Briefing on the organization and reporting structures.
- (d) Banking requirements for salary administration.
- (e) Provision of employee identification (ID) cards.
- (f) Other relevant personnel documentation.
- (g) Briefing on program/project implementation and current security issues/procedures.
- (h) An Induction program for new employees will be managed by the Officer in charge of Human Resource and the Head of Programs.

- (i) The induction/orientation program for new employees should last for at least two weeks.

4.4 Responsibilities and Obligations of AIRA Staff

This area outlines the main responsibilities and obligations of AIRA staff members. The overall responsibility for the management of staff lies with the senior staff. Each Head of department is responsible for the performance of the staff member reporting to her/him and will be responsible for conducting his/her performance review. Responsibilities and obligations of staff are elaborated in the following paragraphs:

The work and reputation of AIRA depends on the performance and behaviour of its staff. AIRA employees are recruited on the basis of their competence, integrity and commitment to the work and mandate of AIRA. AIRA expects its staff to:

- (a) Respect, implement and promote the core values of the AIRA, i.e. Dignity and justice, Compassion and commitment Respect for diversity, Inclusion and participation Transparency and accountability.
- (b) Adhere to, respect, implement and promote AIRA Staff Code of Conduct.
- (c) Conduct all duties with integrity and strive towards attaining a high standard of professional responsibility and achievement.
- (d) Maintain an unimpeachable standard of integrity in all business relationships both inside and outside AIRA.
- (e) Optimize the use of resources for which the staff member is responsible.
- (f) Foster the highest standards of professional competence among those for whom the staff member is responsible.
- (g) Recognize the richness of a diverse workplace and value & respect the unique skills and perspectives of persons, including those of different cultural and educational backgrounds.
- (h) Contribute to removing barriers of gender equality and ensure AIRA programs take the gender dimension into account.
- (i) Positively represent AIRA.
- (j) Employees are expected to work towards the protection and promotion of the good name of AIRA.
- (k) Employees are expected to respect the culture, traditions and religious beliefs of the community served.

- (l) Employees will not in any way act in a manner that may be seen as exploiting the community.
- (m) Employees who by nature of their work handle confidential information or documents should take care to handle the information in a confidential manner so as not to allow access by unauthorized persons. Deliberate or careless exposure of such material will be construed as gross misconduct.
- (n) Similarly, AIRA will not disseminate in like manner any information regarding the employee without his/her consent except in the case of references or under a condition of the law.
- (o) Language: English shall be the official language in all correspondence and documentation.
- (p) Dressing: All AIRA staff is expected to dress in a respectable manner.
- (j) All employees shall abide by the AIRA Code of Conduct, as well as the HR Manual.

4.4.1 Agreement of Employment

AIRA's terms and conditions of employment are set out in the staff member's agreement of employment. For further information see section 3.3 of this manual on Contract of Employment.

4.4.2 Code of Conduct and other AIRA policies and procedures

(a) AIRA Code of Conduct:

AIRA has developed its own Staff Code of Conduct (December 2015). All categories of staff are required to sign and adhere to the AIRA Code of Conduct as a pre-condition of employment. By signing an Agreement of Employment with AIRA, every staff member accepts its terms and agrees to perform his/her duties in accordance with the Code of Conduct. AIRA has zero tolerance to sexual exploitation and abuse, fraud and corruption, physical and psychological abuse and criminal offences. Staff members are obliged to maintain an environment which promotes the implementation of this Code of Conduct.

AIRA Code of Conduct requires all its employees to:

- Treat all persons fairly and with respect.
- Uphold the highest standards of accountability, efficiency, competence, integrity and transparency in the execution of duties.
- Never condone or participate in corrupt or illegal practices.
- Ensure that breaches of the Code of Conduct are immediately reported in confidentiality to senior management, who will take prompt investigative actions.

AIRA takes complaints seriously and positively. It concretely addresses the vital issues of sexual exploitation, abuse of power, corruption, fraud and violation of AIRA policies and standards. AIRA reserves the right to impose disciplinary measures against any staff member not complying with the Code of Conduct. All Coordinators, Officers and supervisors must enforce the rules, procedures, and policies. See Chapter 8 for additional information on complaints mechanisms and grievance procedures.

This code provides standards for behaviour and actions of AIRA staff members in performing their professional duties and in accomplishing organizational goals.

(b) AIRA policies:

Staff members shall meet the obligations incumbent upon them as described in the employment agreements and shall adhere to all established policies and procedures in carrying out their duties. All new staff will receive a copy of the following AIRA policies and guidelines, and a thorough briefing on their objectives and contents:

AIRA Policies and Guidelines:

- AIRA Strategic Plan
- AIRA HR Manual
- AIRA Finance Manual AIRA
- Procurement Manual
- Internship policy
- Travel and Per diem policy
- Communication Policy
- Anti-Corruption Policy
- AIRA CRM/Social Accountability Policy
- Child protection and Safeguarding Policy

4.4.3 Personal and professional behaviour

AIRA staff must comfort themselves with the highest standards of personal and professional behaviour, to include the following:

(a) Adherence to the laws of the country:

Staff members shall not act or cause others to act which leads to serious disturbances or violations of the laws of the country. The following are possible violations (though not limited to the list below):

- Possessing, using or selling illegal narcotics or substances.
 - Harming or assaulting any person within the AIRA premises or workplace.
 - Drinking alcoholic beverages during official working hours.
 - Taking part or joining in gambling of any kind on the AIRA premises.
 - Bringing or carrying deadly weapons into the AIRA premises.
 - Involving or supporting any acts which are criminal offenses.
 - Being imprisoned by a final conviction of imprisonment.
 - Using the AIRA premises for organizing non-work-related activities, meetings or any gathering without prior approval.
 - Participating in trafficking or prostitution.
- (b) Promotion of child protection: AIRA dedicates itself to promote children's rights and ensure that their welfare and physical security are recognized, safeguarded and protected in accordance with international standards. All members of AIRA will promote child protection policy and comply with this code in his/her professional, family and personal life. Examples of possible abuse and exploitation include child prostitution, child trafficking, and domestic violence. Children in emergency situations are especially susceptible to abuse and exploitation when they become part of a displaced or traumatized population.
- (c) Compliance with anti-corruption and fraud measures: To promote the anti-corruption laws and practices, all staff members of AIRA must comply with a zero-tolerance policy towards corruption and fraud by awareness raising, reporting and taking actions against it. Examples of possible corruption and fraud:
- Corruption is the "offering, giving, soliciting or acceptance of an inducement or reward which may improperly influence the action of any person" – e.g.: giving and receiving bribe from or to other colleagues.
 - Fraud is an intentional distortion, deceit, trickery, and perversion of truth or breach of confidence, relating to an organization's financial, material, or human resources, assets, services and/or transactions, generally for the purpose of personal gain or benefit.
- (d) Avoidance of conflict of interest: Conflict of interest will hinder the process of development. Staff members of AIRA must distinguish between organizational interests and personal

interests, being transparent from the start and making a choice whether to accept their own interests or AIRA's interests when both clashes. Examples of possible conflict of interest:

- Relatives of staff currently working within AIRA (see Chapter 2).
 - Political partisan affiliation while working with AIRA.
 - Using working hours or any AIRA properties for one's own business.
 - Owning a business against AIRA's philosophy.
 - Owning a business with target community partners.
 - Sharing personal benefits with local authorities or government counterparts.
 - Sharing or getting personal benefit with suppliers.
 - Receiving and giving gifts from subordinates and target community partners.
 - Bidding for service with AIRA.
 - Exchanging information owned by AIRA for personal benefit.
- (e) Avoidance of any harassment: Staff members shall conduct themselves at all times in a manner befitting their status as members of Non-governmental Organisation and shall respect fellow employees and visitors. Examples of possible violations (but not limited to the following):
- Using abusive or profane language and/or attitudes.
 - Harassing a co-employee or visitor.
 - Threatening or blackmailing a fellow employee, visitor or villagers.
 - Arguing, quarrelling or fighting with other employees, visitors or villagers.
- (f) Professional and personal dealings: Staff members shall be honest and trustworthy in all their professional and personal dealings. Examples of possible violations:
- Giving false information in an official investigation.
 - Falsifying or forging official records and documents.
 - Stealing AIRA property or funds.
 - Misrepresenting one's own status or position at AIRA to get financial or material gain for one's own personal purposes.
 - Asking or soliciting for a contribution to the organization without approval.

- Without obtaining AIRA approval, posting an announcement, advertisement or written statement, distributing leaflets, or any printed matters which are irrelevant to his/her duty, causing damage to AIRA or to other employees.
- Removing text or adding statements in any official documents, announcements or other publications of AIRA without prior approval.

4.5 Office Property and Equipment

AIRA expects its employees to take good care of property under their care. An employee shall be held responsible for damage to its property if in the opinion of AIRA the damage was intentional or arising from negligence, disregard or failure to comply with an order or instruction from a supervisor or normal standing procedure. The employee shall be liable for the cost of damage which will be deducted from his/her salary to make good the damage or part thereof. The property shall include but not limited to vehicles, equipment, machines, education resources (books etc), foodstuff and any other material that help our organization achieve its mission and goals. The Finance Manager, HR Officer and the Head of Programs in consultation with the former Officers shall fix the amount and modality of salary deduction. If the employee qualifies for other monetary benefits, such benefits may be used to reimburse and pay the organization cover for the loss or damage incurred.

Staff members shall be careful in the use, maintenance and preservation of AIRA property. Property and equipment must be protected from damage or loss by any person or any catastrophe. Any damage or potential damage should be reported immediately. Examples of possible violations:

- (a) Intentional mishandling of properties causing damage.
- (b) Losing or failing to account for the AIRA property for which an employee is accountable or responsible.
- (c) Failing to report on damage or loss of properties.

4.5.1 Office Equipment

The photocopying machine, computers and printers will be under the responsibility of the HR/Administrative Officer at Head Office. These must not be used for private business.

4.5.2 Furniture

Furniture and other office equipment will be recorded and kept in the inventory control file to be maintained by the Logistics Officer and HR/Administrative Officer, Coordinators at Head Office and Project Officers at Field Offices. Any loss or damage to the said property should be reported immediately to the Officers for the necessary action. Members of staff will be liable for any loss or damage to the said property except for reasonable wear and tear during normal use.

4.5.3 Stationery and Supplies

All stationery and office supplies are under the custody of the Logistics Officer and HR/Administrative Officer. All requisitions and ordering instructions issued by the Officers must be strictly followed.

Periodic stock taking will be carried out by the assigned staffs. The issuing of stationery will be done by the assigned staff who will maintain a stationery register.

4.5.4 Personal Property

AIRA will not accept liability for the loss or damage to personal property of a staff member either at the office or when the employee is travelling on official business.

4.6 Commitment

Under no circumstances will any staff member commit AIRA, financially or otherwise, without having received specific authorization. This will be done by means of official communications, and will be countersigned by the member of staff as recognition of the authority and as acceptance of any associated rules and procedures.

4.7 Annexes and Forms used

ANNEX 26: AIRA Induction Program for New Staff Members ANNEX

27: Sample AIRA ID card

ANNEX 28: AIRA Staff Code of Conduct.

ANNEX 29: AIRA Child Protection and Safeguarding Policy ANNEX 30:

Monthly Time Sheet

ANNEX 31: Sample Constitution for AIRA

Chapter 5

5.0 SALARY AND BENEFITS

5.1 General Provisions

AIRA endeavours, within its financial ability to pay salaries and wages that compare favourably to similar organizations and are internally equitable; taking into consideration the capability, competence, qualifications, experience, and responsibility for each employee.

AIRA is also committed to providing, within its limits, services and benefits that compare favourably with those offered by similar institutions. These will be reviewed from time to time in light of available resources and the objectives of AIRA.

5.2 Salary

5.2.1 Salary Basis

Salary is the monetary payment to staff for services rendered. It is based on salary scales approved by the management of AIRA and currently in operation. Salaries are quoted on gross basis, which is before deduction of taxes and any statutory deductions that the employer is under obligation to withhold and remit to relevant authorities.

5.2.2 Job Grades and Salary Structures (ANNEX 32)

- (a) To ensure an organized salary structure and defined levels of responsibility, all positions shall be graded and all employees individually advised of their grade level.
- (b) The grade level and salary paid to an employee will be determined by qualifications, experience and length of service, special skills, market factors and budget provisions. The entry level will be determined by the nature of the post.
- (c) When it is suggested that the entry salary level shall be different than what can be perceived to be the level determined by position, qualifications, experience, length of service and special skills (i.e. market factors, budget provisions or other reasons) the entry salary level must be approved, in writing, by the Executive Director or his/her designate with a clear motivation prior to any offer is being made to the candidate.
- (d) The grade and salary structure shall be determined by the management of AIRA using appropriate methods and will be reviewed. Salary ranges will specify the minimum and maximum consolidated salary for each grade.
- (e) On appointment, each employee shall be advised in writing of their grade, basic salary, allowances and benefits entitlement. Any subsequent changes that affect each employee individually shall also be advised to each individual in writing.

- (f) Any changes in benefits which affect all or any category of staff may be advised through a common circular letter.
- (g) All salaries for employees with a written contract will be paid into a bank account for security reasons. Employees are encouraged to open convenient bank accounts as soon as they take up employment with the organisation and to advise the Human Resource and Finance office on their bank account details accordingly. Any changes to these details should be communicated to the Human Resource and Finance offices as soon as they occur.

5.2.3 Salary Increments

- (a) The management of AIRA shall endeavour to grant salary increments to staff subject to availability of funds. It will however not be deemed to be a breach of terms and conditions of service if the management, for whatever justifiable reasons, are unable to increase salaries of staff. The management may, at their sole discretion, adjust staff salaries at any time in the course of the year.
 - Therefore, salaries may be reviewed annually on the basis of cost of living, staff performance appraisal and the overall funding situation of the program.
 - Further, awarding of an annual salary increment shall not be automatic. If an employee does not qualify for an increase for whatever reason, this will be explained in writing so that he/she shall be properly informed.
- (b) The level of individual merit increment shall be based on level of performance as determined through the performance appraisal process. Those who perform below the expected level of performance will not be entitled to merit salary increases.
- (c) Individual salary levels will be reviewed annually, with changes generally effective in January of each year, in relation to increase in the cost of living and local conditions or customs.
- (d) Every three years, AIRA Management will conduct a full compensation survey to compare the remuneration for a range of jobs and grades (benchmarks) found to be at a similar level of responsibility with a group of employers/ organizations reputed to be the best in the labour market.

Three different increments may be considered by the AIRA management Team:

- A zero-step increase is for staffs that have demonstrated poor performance or are under disciplinary actions.
- A one-step increase is granted to staffs who have demonstrated good performance.
- A two-step increase is granted to staff who have demonstrated outstanding/ excellence performance.

5.2.4 Salary Payments

- (a) In the case of an employee on a written monthly contract, salary shall be paid at the end of the month (on 27th or first banking day after the 27th last working day) December salary will be paid on 20th or the first banking day before 20th December. However, salary may be paid earlier at the discretion of AIRA management.
- (b) In the case of a casual employee, salary shall be paid at the end of the day of service or at such intervals as may be agreed between the employee and the appointing authority.
- (c) In case of any exception or delay in payment of salaries the staff shall be notified in advance.
- (d) No salary shall be paid to employees in respect of days/periods of unauthorized absence from duty unless such absence is deemed to have been caused by reasons beyond his/her control.
- (e) Any employee who notices an error in the calculation of his/her salary should contact the HR manager or the Program Coordinator who will investigate and have the problem resolved in the shortest time possible.

5.2.5 Salary Deductions

AIRA is under obligation to make statutory and any other authorized deductions from employees' salaries through the payroll. Any employee who wants any deductions made directly through the payroll must give his/her authority in writing.

Deductions made through the payroll include but not limited to:

- (a) Statutory deductions including income tax deductions (Pay as You Earn – PAYE), National Social Security Fund (NSSF), National Hospital Insurance Fund (NHIF), HELB and court orders.
- (b) Staff on short term consultancy employment will be taxed at source in accordance with the current rates of taxation.
- (c) Other monthly deductions shall include the 10% contribution to the medical insurance cover (if provided) for the employee and his/her spouse and dependent children.
- (d) Gratuity contributions of 13.5% of the basic salary and per month. This shall be paid to an employee upon resignation and end of contract.
- (e) Deductions on behalf of employees towards personal obligations such as co-operative society contributions, other savings schemes, and loan repayments, provided such deductions are authorized by the employee in writing.

5.2.6 Salary/Personal Advances

- (a) All advances are defined as work/ travel or salary (personal). No loan could be provided against salary for the staff. If a staff member has both types of advances separate accounts will be maintained.

- (b) All personal advances must be approved by Executive Director or Head of Programs.
- (c) The basic principle is that salary/personal advances or staff loans are not provided by the organization.
- (d) Under exceptional circumstances a salary/personal advance can be provided, with a maximum of one-month net salary (net after PAYE and statutory deductions). Any salary/personal advances given must be settled fully within three months via deductions through payroll or bank transfers from the staff to AIRA. Settlement cannot be done via check payment.
- (e) A salary/personal advance must always be fully settled before any request for a new advance is done and must always be fully settled by the end of the year (31st December).
- (f) "Exceptional circumstances" include costs listed below and must be proven by the staff at the point of request
 - i. Payment of school's fees for the staff members own children at the beginning of term.
 - ii. A medical or personal emergency that is exceptional in nature.
- (g) Staff employed for less than six months, during probation period or temporary employed is not allowed to get salary advance. Salary advances will not be given to casual workers.
- (h) In the event of termination of employment, all loans and advances will be recovered from final salary and termination benefits. The final salary will not be paid until all outstanding advances have been cleared.
- (i) Providing salary/ personal advance is not compulsory for AIRA and is not a right for the staff. The Executive Director or his/her designate can for any reasons what so ever and at any time stop the provision of salary/personal advances or reject an application.

5.3 Medical Cover

- (a) AIRA will seek to provide medical insurance cover for its employees; however, this benefit will be subject to budgetary provisions and availability of funds. Such schemes stand terminated upon termination of employment contract for whatever reasons.
- (b) AIRA will arrange for an appropriate scheme with a reputable insurer for staff members and their beneficiaries (spouse and up to four nominated dependent children). This scheme will cover both in-patient and out-patient treatment, Maternity cover, dental cover, optical cover as well as last expense cover and will be commensurate with the employee's position and responsibilities.
- (c) The scheme will include medical evacuation coverage for AIRA staff only.

- (d) The employee shall contribute a percentage of the cost of the annual premium for his/her medical insurance scheme. This shall be deducted in equal monthly instalments from his/her salary. The percentage shall be determined by the salary grade. The amount of the annual premium shall be agreed with the employee beforehand.
- (e) Where an employee is covered by a medical insurance scheme, the terms and conditions governing such a scheme will be binding.
- (f) An employee's spouse or dependants whose medical costs are covered by another institution by virtue of their employment are not entitled to benefit from the AIRA medical scheme.
- (g) Reporting sick – Refer to sick leave (Leave application form).
- (h) Medical referral - When an employee is referred for further treatment to a hospital outside the employee's duty station AIRA will not pay for the transportation costs of the patient and that of an escort to Nairobi, where the latter is deemed necessary. Referral expenses for dependants will not be met by AIRA.
- (i) In specific circumstances, and with prior approval, AIRA may utilise the funds raised from employee contributions to cover unforeseen and unexpected additional costs in exceptional cases.
- (j) Exemptions will apply as per the rules and regulations of the chosen insurance policy.

5.4 Housing

Where contractually agreed and specified under the HR Manual, SASPCONE will assist in providing accommodation with basic furnishing to employees based in project field locations. But currently AIRA doesn't provide accommodation to any category of staff.

5.5 Transport and Travel

AIRA will provide transport or shall reimburse transport costs incurred by the employee by the most economical means under the following circumstances:

- (a) Whilst on duty in their duty stations in accordance with their job description and responsibilities.
- (b) On approved missions, for example workshops, seminars, conferences and other official meetings.
- (c) In cases where transport costs are to be reimbursed, the employee must present the original receipts for reimbursement.
- (d) AIRA will circulate from time to time a list of prevailing fares for public transport.
- (e) Reimbursement shall be up to a maximum defined by the prevailing rates noted under Section 5.5 (f) of this manual.

- (f) Where applicable the Executive Director may approve use of project vehicles for senior staff to commute to and from work if the vehicles are available for operations.
- (g) Air transport to and from the duty station to their home station as defined in respective contract and vice versa will be provided to those employees proceeding on approved missions, workshops, seminars, trainings, meetings, conferences and secondment duties. For staff working in the field locations outside Kenya, leave will be subjected to air transport from and to duty station.

5.6 Per Diems

- (a) This is defined as an amount in KSH (Kenya), EUROS or USD (visiting other countries) that covers incidental expenses (meals, telephones, air time, newspaper, local transport etc) and accommodation unless otherwise stipulated in the separate Per Diem policy. Per diem is paid on the basis of the number of nights spent outside the duty station whilst on an approved mission. If costs the per diem is meant to cover is provided free of charge to the staff member (e.g. it is included in a workshop or training or meeting or paid by another organisation/partner), the per diem will be reduced with a standard amount as indicated in the separate Per Diem policy.
- (b) The amount paid as per-diem will be reviewed annually depending on prevailing economic circumstances. In Kenya it is necessary to account for any Per Diem received in excess of KSH 2,000 per day through receipts.
- (c) Travel claims including settlement of Per Diem must be done within 7 days of return from the travel. Staff must actively settle their travel claims and Per Diem without being prompted to do so. Staffs who do not submit a report with genuine and original receipts for Per Diem received in excess of KSH 2,000 per day will be assumed not to have receipts, and the amount in excess shall be deducted automatically on the next payroll. Receipts found to be fake or falsified will be rejected and disciplinary action will be taken against the staff.
- (d) When the per diem rate is revised, the Human Resource Officer shall advise all staff in writing when such revisions have occurred and have been approved by the Executive Director.
- (e) The approved per-diem rates can be obtained from the Human Resource to ensure that he/she always has the correct amount available.
- (f) During official trips, staffs who incur expenses that are to be covered by the AIRA, he/she will be reimbursed on expense cost basis upon production of an authentic and original receipts (no photocopies, scanned copies, credit card slips or similar). Receipts found to be fake or falsified will be rejected and disciplinary action will be taken against the staff.
- (g) Where an employee travels outside his/her program of deployment on official and approved business, he/she will be paid USD 12.00 per day as out of pocket expenses. In addition, AIRA will cater for meals, accommodation and transport. AIRA does not provide

any additional per diem or cover additional costs unless approved in writing by the Executive Director beforehand. For duty travel by Kenyan staff to other countries to Kenya, AIRA Per Diem Policy shall apply (ANNEX 33).

- (h) The length of duty travel will be pre-determined and the total cost will be fixed in advance and in relation to the relevant budget line and budget assurances. In case the mission is not completed within the stipulated time, prior permission in writing must be obtained for an extension.
- (i) Employees exceeding the authorised number of days for duty travel without approval will not be paid per diem for the time overspent whilst on mission.
- (j) Where an employee has been provided with a per diem no subsequent claim for costs to be covered by the per diem will be accepted.

5.7 Acting Allowance

AIRA has established a policy and corresponding procedures to appoint a staff member “Officer-in-charge” or “Acting Officer”, to replace another staff in cases of a vacated position due to resignation or termination of contract. All acting officers **MUST** be appointed by the Executive Director or Head of Programs. Expenses for maternity covers/relievers will be charged to the incumbent position.

The Officer-in-charge (OIC): status is temporary in nature (less than 30 consecutive calendar days) and it implies that full accountability for the results remain with the incumbent, although the OIC has been delegated the position’s responsibilities and authority. No extra payment to the staff member is involved.

The Acting Officer: status is also non-permanent in nature but is assigned for the period of 30 consecutive calendar days or more, and the assigned Officer is responsible for the results of the performance during his/her acting capacity.

Acting procedures:

- The Executive Director, following a recommendation from the Senior Management Team (Head of Programs, Finance Manager, Human Resource Officer and Program Coordinators), makes the decision in regards to assigning a staff member(s) as an OIC or Acting Officer. A supervisor or a subordinate of the incumbent may be assigned this temporary responsibility.
- The recommendation for an Acting Officer appointment will be submitted to the Human Resource Officer and Executive Director for approval prior to the commencement of acting assignment.
- Wherever a staff member is appointed to act in the same or higher position than his/her job for a duration of 30 consecutive calendar days (including national public holidays)

or more he/she shall receive a defined acting allowance shall be paid to the Acting Officer. Acting period should not exceed 3 months.

- 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 pay slip and will be subject to statutory deductions in the usual way.
- The Acting Officer will enjoy all the benefits entitled to the incumbent e.g. flights, airtime, etc during the acting period and the salary will continue to be paid for a maximum of 180 days, after which the job-holder will be considered for confirmation to the higher role or a new staff member hired.
- The staff member(s) who is taking the OIC or Acting Officer assignment will, simultaneously, carry out the responsibilities of his/her own position, and will revert back to his/her own position as soon as the vacated position is filled or the incumbent of the post has returned.
- Where a staff member performs an acting role only partially, a job evaluation will take place and salary set in accordance with the role being undertaken.
- Records of acting assignments are kept in the employee personnel files for references.
- The approved Acting assignment allowance is then forwarded to Finance Office for incorporating the compensation into the monthly payroll.
- See ANNEX 34 for a sample Acting Compensation Form.

5.8 Leave Entitlement

5.8.1 Annual Leave

- (a) Every employee is entitled to thirty days (30) working days' annual leave with full pay.
- (b) New employees will be entitled to leave after completing the probation period (see regulation for probation period above).
- (c) Leave days shall be taken in smaller parts
- (d) Annual leave shall be taken in the year in which it becomes due. The entitlement is accrued on the basis of full calendar years' service. In the first year of service, leave will be computed on a pro-rata basis from the start date.
- (e) No leave days will be carried over to the following year.

5.8.1.1 Management of Annual Leave

- (a) Annual leave for all staff shall be planned at the beginning of the year (by 31st January) alongside annual work plans.
- (b) Staff shall endeavour to take their leave when scheduled and they shall apply for the annual leave at least 14 days in advance. However, leave shall be subject to operational requirements and only with prior authorization of the Officer in charge of Human Resource and thereby approved by Executive Director/Head of Programs.
- (c) Staff cannot be paid cash in lieu of any unused annual leave. Any decisions on leave not taken or leave-encashment must be approved by the Executive Director/Head of Programs.
- (d) Staff will apply for leave as per the official Leave Application Form.

Accrued leave: If there is a logical written reason from staff who cannot take the entire number of days of prescribed annual leave, it is possible to accrue annual leave but shall be taken after approval as compensation.

Accrued leave procedures:

- A new staff member on a regular employment contract accrues his/her leave from the first month of employment but will be eligible to take the leave only after completing three months of service (after passing the probation period).
- Leave will not accrue if a staff member is on special leave without pay for 30 days or more or is suspended from duty.
- In case of termination, for a staff who has served the program for more than one year, the accrued leave of the staff member shall be credited pro rata up to the last date of employment. For staffs who have served less than twelve months, his/her entitlement is calculated up to the last complete calendar month of services.
- On separation/ termination, payment in lieu of accrued annual leave shall form part of terminal dues depending on the availability of funds. In this case, the Executive Director must approve such payment, calculated at the salary rate to which the staff member is entitled at the time of payment.

5.8.2 Maternity Leave

- (a) Female employees are entitled to three months maternity leave with full pay.²

² The Employment Act No. 11 of 2007 Section 29(1).

- (b) An application using the normal leave application forms should be filled and submitted to the immediate supervisor and forwarded to Officer in charge of Human Resource at least one month before the date of commencement of leave.
- (c) If an employee takes maternity leave during her probation period, the probation period shall be extended by the period taken for maternity leave.
- (d) Days off work taken because of pregnancy not resulting in a live birth will be accounted for as sick leave days.

5.8.3 Paternity Leave

- (a) Male employees are entitled to two weeks (calendar days) paternity leave with full pay.³
- (b) Paternity leave will be taken within one month of the date of delivery of the baby and cannot be carried forward to later periods unless special approval is granted. Male employees are expected to advise their supervisors of the expected date of delivery at least one month in advance.

5.8.4 Compassionate Leave

- (a) In the event of death or critical illness/accident of a spouse, child or parents, he/she will be entitled to compassionate leave of calendar 10 days. The same will apply for when a child is hospitalized for non-critical illness; but in this case the 10 days will be spread for the accessional admissions throughout the year. These days will not be deducted from the annual leave. In the case of critical illness/accident the employee will be required to provide a doctor's report/certificate.
- (b) Should an employee require more time off after the expiry of the period of compassionate leave, the extra time will be deducted from his/her annual leave. However, the request must be made in advance to the immediate supervisor or Program Coordinator, authorized by Human Resource Officer and approved by the Executive Director/Head of Programs.

5.8.5 Sick Leave

Sick Leave is defined as "absence from duty on account of illness" and must be supported by a medical certificate from a registered medical practitioner within 48 hours. The following shall apply in case of sick leave:

- (a) All absences due to illness should be reported to the immediate supervisor at the earliest opportunity. The medical certificate shall indicate the first day of illness and date on which the employee is expected to return to work.

³ The Employment Act No. 11 of 2007 Section 29(8).

- (b) Sickness will be reported through Sick Leave Application Form presented to Human Resource Officer. The Sick Leave Application Form will give authority to the employee to proceed with treatment at the specified dispensary or hospital.
- (c) In instances where the illness cannot be determined, the immediate supervisor and the Officer in charge of Human Resource must be notified in writing during the course of the medical examination.
- (d) Sick leave of up to 30 days may be taken in any one calendar year at full salary. A further 15 days will be granted at half salary. If an employee should continue on sick leave beyond that time, it will be reviewed at the discretion of the management and if deemed appropriate retire the employee on medical grounds.
- (e) An employee remaining sick beyond one and a half months will forfeit accrued leave after which he/she may be retired on health grounds.
- (f) Should an employee fall ill while on leave and remain ill beyond the expiry date of that leave, he/she shall report the fact in writing to the personnel/administrative officer immediately and at the same time attach the requisite supporting certificate from a registered medical doctor stating details of the illness and its duration.
- (g) Records of all periods of sick leave granted to an employee will be kept in his/her personal file for future reference.
- (h) Where an individual is constantly sick, the Executive Director and/or Human Resource Officer may request for a medical report on the employee and or his/her dependents to determine the cause of the constant sickness in order to find ways of managing the particular case.
- (i) Absence from duty without approval entails liability to either deduction of leave days, forfeiture of salary and/or other disciplinary action.

5.8.6 Study Leave

AIRA employees will be allowed 7 calendar days as leave for study. These days shall cover examination days only. Study leave shall be applied with prove of examination timetable and through official Leave Application Form.

5.8.7 Overstay from Leave

- (a) All employees are duty bound to report for work on time or explain in writing any expected lateness from resumption of duty after expiration of leave.
- (b) If an employee does not return to duty on expiry of his/her leave and does not report the reason for the delay in writing the action may be taken as desertion if the absence lasts for

more than 7 days. Consequently, the salary will be stopped effective from the date the leave days expired.

5.9 Contract Extensions

Replacing a staff member can present a challenge to AIRA projects, which often results in the need to extend the mission period and contract of existing staff. Staff on fixed-term employment contracts may have the option to extend if there is a continuing need for the staff member's position in the program, a budget is available for the position, the staff member's performance has reached a satisfactory standard, and the Program Coordinator and the staff member, prior to the expiration of the current contract, have signed a written extension agreement.

5.10 Staff Benefits

5.11 Gratuity

As of July 2020, AIRA management agreed to start the implementation of staff gratuity benefit contributory scheme with a percentage of 13.5% of gross salary. This will be paid to the staff at the end of the contract period and for those staff that have fixed contracts that run up to December each year, the gratuity will be paid with each year December salary.

5.12 Staff Sacco

AIRA will allow the employee savings SACCO that provides loans and loans advance to individual staff members of the SACCO by facilitating monthly payments and deductions.

- (a) AIRA will encourage employees to use this medium for development loan facilities that may not fall within the policy of the organization.
- (b) Staff will support themselves through a membership guarantee system of borrowing and lending.
- (c) The operations of the SACCO will be governed by independent laws, rules and regulations of the organization and Constitution and will be independent from the controls of AIRA.
- (d) The management of the SACCO will be under the stewardship of the SACCO Chairperson.

5.13 Tea & Meals

Meals shall be provided to AIRA staff paid from the contributions deducted from the individual employee's salary for that purpose. The contributions shall cover 10 O'clock and 4 O'clock tea and lunches. This will be administered by a staff welfare committee comprising administrative assistant, finance staff and program staff elected by staff in the general staff assembly each year.

5.13.1 Drinking Water

Adequate supply of wholesome drinking water shall be provided to staff and visitors in the AIRA offices.

5.14 Protective Clothing

- (a) Uniforms and protective clothing shall be supplied to employees of such categories and in the quantities as defined by AIRA from time to time.
- (b) An organisational uniform shall only be worn on duty or when proceeding to or from duty. It shall never be worn when entering premises licensed to sell liquor except when the employee is required to do so in the course of organisation duties.
- (c) Any employee supplied with a uniform shall whenever on duty appear in it, in a neat and clean condition and complete with relevant accessories. No badges or insignia other than those of the organisation shall be worn on a company uniform.
- (d) An employee is required to take due care of his/her uniform. The organisation shall periodically replace the items as is specified by the organization, but the employee shall be charged on a pro rata basis for items requiring replacement before time due as a result of his/her negligence.
- (e) Type and design of uniform and protective clothes will be decided by the organization and cannot be unilaterally decided by the staff. For some positions a salary provision is made to cater for protective clothes, staff with such salary supplement are required to appear in protective clothes whenever necessary and will not be further compensated by the organization.

5.15 Death and Funeral Assistance

In the case of death of an employee, AIRA will assist with:

- (a) Transport. AIRA will assist in transporting the body of the deceased from the place of death to the place of burial.
- (b) Burial expenses: AIRA will contribute the equivalent of one month's gross salary toward the cost of direct funeral expenses, such as the purchase of a coffin and burial cloth.
- (c) Other funeral expenses: The equivalent of one month's gross salary will be paid to the next of kin to assist them in conducting funeral rites.
- (d) In the event of the death of an employee's spouse or any nominated dependent children no assistance will be provided other than that specified in official insurance policies.

5.16 Annexes and Forms used

ANNEX 33: Medical Claim Form

ANNEX 34: Sample List of Protective Clothing

ANNEX 35: Float Accountability and Expense Claim form

ANNEX 36: Sample Public Transport Fares

ANNEX 37: AIRA Per diem policy

ANNEX 38: AIRA salary Scales and grades Policy

ANNEX 39: Leave Application Form

ANNEX 40: AIRA Travel Authorization Form

ANNEX 41: Sample list of Public Holidays (from East and Horn of Africa)

Approved

Chapter 6

6.0 STAFF TRAINING AND DEVELOPMENT

6.1 General Provisions

AIRA is committed to providing and supporting training and development of staff in order to help them improve their knowledge, skills and attitudes. Towards this objective, AIRA will provide opportunities and awareness for training and development of its staff.

6.2 Staff Induction/Orientation

All new employees are required to go through an induction/orientation program. The purpose of the program is to ensure that new employees settle in their job as quickly as possible. The program will provide new employees with suitable information on the history of AIRA, its objectives and activities, and to expose the employees to the organization's policies and procedures, and enable their quick assimilation to the new work environment. The orientation program will give senior staff opportunity to familiarize with the activities of the organization and gain insight into its operations.

The management will assign a staff member who will be responsible for the induction process for the new employee.

6.3 Training

AIRA encourages in-service staff training and development in order to give staff the opportunity to develop their professional competence and acquire new skills to enhance performance and improve their contribution to the achievement of the aims and objectives of the organisation. Project departments will prepare an annual staff training plan and subsequently to build such training requirements into their annual plans (workshops, seminars, exchange visits, short courses, etc.) and budgets. However, it should be noted that:

- (a) Training opportunities for staff shall be governed by the availability of funds.
- (b) Training and development activities will be related to the individual employee's main duties and responsibilities.
- (c) Training requests may be initiated by an individual employee or by his/her immediate supervisor. Training may take one of two forms; long term training or short courses.
- (d) Short courses of between one and 4 weeks, requested by the employee but financed by the organisation may, in certain cases, be approved by the Executive Director/Head of Programs /Project Coordinator if the employee is prepared to use part or of his/her annual leave in order to participate in such a course. This shall apply for employees who have been employed for a minimum of 2 years with AIRA. In all cases such courses must be budgeted for and the funds must be available. Where leave is granted the project

should make the necessary arrangements to ensure that the work duties of the employee continue uninterrupted in his/her absence from the duty station.

- (e) Where an employee wishes, on his/her own initiative, to pursue a course of further education of a longer-term correspondence nature, all costs associated with such a course shall be the responsibility of the employee and the training should not interfere with existing work duties, work-related travel or working hours.
- (f) Where such studies are of a full-time nature and cannot be done part-time, the employee will have to give up his/her employment with AIRA for the duration of the studies. In this instance the organization cannot guarantee that the employee will be re-employed upon his/her return.

6.4 Training Needs Assessment

An assessment of training needs will be undertaken during the performance appraisal process and special interviews conducted to determine suitable trainings and development programs. Every effort will be made to ensure that the proposed training and development programs meet the short-term and long-term needs of AIRA staff.

At least once a year, the management of AIRA shall discuss the training needs and develop a training plan for the year.

6.5 Other Guiding Principles to Training

The following guidelines shall apply to general training within AIRA:

1. The management of AIRA reserves the right to approve training requests if it is supporting the process directly by organizing the sessions or financially.
2. The full training period to be sponsored must fall within the contract period of the staff.
3. Prior to approval of external training longer than 1 month, the future position of the staff member must be agreed upon after return from training.
4. After completing 12 months of continuous service, staff will be entitled to a maximum of 7 working days per calendar year study leave for examination purposes. Any other days taken will be deducted from annual leave.
5. To ensure that the organization benefits from training, AIRA expects the staff member to stay with the organization for at least 2 years after the completion of the training.
6. For personal development initiatives, and AIRA doesn't provide financial support, the staff will be expected to contribute 100% of the cost of the fees and examination.

7. Staff must provide proof of admission to the course to the supervisor well before commencement of the training. During the training, the staff must provide proof of attending the training on a periodic basis.
8. Training selections for individuals should be linked to feedback and recommendations from the yearly staff appraisal reports and as recommended by the supervisors.

6.6 Promotion

- (a) In evaluating an employee's qualifications for promotion, the organisation shall give emphasis to the employee's merit and ability while, in addition, considering his/her experience, work performance, length of service, professional credentials and seniority.
- (b) In a case where departmental head recommends an employee for promotion in preference to another more senior employee, the departmental head shall submit confidential reports to the Executive Director, Head of Programs and Human Resource Officer on both employees indicating their specific qualifications for the promotion and grounds for recommending the junior employee.
- (c) A serving employee who is recommended for promotion to a new position (with new duties and responsibilities and possibly new duty station) shall be promoted and will not be subject to a probation period.
- (d) Such a promotion to a new and more senior position shall be subject to the approval of the Executive Director/Head of Programs.
- (e) Where a staff member is promoted to a higher position her/his new salary is to be calculated as follows:
 - i. Find the step on the new (higher) grade appropriate for the designation where the base salary is closest to but higher than the previous base salary.

For example, Office Clerk is promoted to Office Assistant:

- Old base salary is grade 3
 - Closest will be grade 4
 - Hence new salary on promotion is grade 4.
- ii. Second and last contract: At the end of the first contract, a staff appraisal shall take place when it has been decided to offer a second contract. Depending on the results of this staff appraisal and on the job description, which might have changed, the staff member's salary shall be left the same

6.7 Transfers

- (a) Temporary transfers are not to be encouraged unless it is unavoidable. In any case they should not exceed 60 days. During that period the employee will be not be entitled to a per diem.
- (b) In cases where a position is to be filled for a period of longer than one month, it is recommended that the Program Coordinator/Head of Programs, Human Resource Officer and/or Executive Director find a permanent solution by recruiting a new person to fill the position.
- (c) When it is possible to fill the position by appointing an existing employee from another duty station it is recommended that the employee be paid all outstanding dues in his/her existing position, before applying for and accepting the new terms and conditions associated with the new position, duty station and responsibilities (new job description).

6.8 Annexes and Forms

ANNEX 42: Guidelines for Staff Development Training at the AIRA ANNEX

43: Staff Training Request Form

ANNEX 44: In-house Training Evaluation Form

ANNEX 45: Staff Development Report Form

ANNEX 46: Participant List for Training Event

Chapter 7

7.0 STAFF PERFORMANCE MANAGEMENT

7.1 General Provisions

This policy sets the framework for clear and consistent assessment of the overall performance of staff and for supporting their development needs within the context of the organization's strategic focus, programs and activities, and their own professional needs. It is meant to provide shared understanding of AIRA performance management process clarifying the purpose, roles, responsibilities and expectations.

The process is designed to ensure that employees have the confidence that their progress and commitment are acknowledged and rewarded appropriately. In the same vein, it provides a systematic process through which those whose performance is below expected standards are appropriately managed without loss of time.

AIRA understand that the effectiveness of the organization derives from performance of each and every individual who works for organization. Therefore, all employees are expected to participate in the process.

7.2 Performance Management Process

7.2.1 Purpose

The performance management policy and associated procedures provide the structure and guidelines for a formal planning and review process as well as for continuous informal supervision and on-going communication. Informal communication between supervisor and employee should include regular feedback about performance, coaching and discussion of skill development opportunities.

The aims of the process are to:

- (a) Encourage systematic planning to identify critical job elements and performance objectives which are communicated and discussed with employee, so that each individual clearly understands what is expected of them within the context of the goal and objectives established for their program, office or project.
- (b) Provide systematic review of an employee's overall performance with clear and constructive feedback. Individuals want and need to know how well they are performing against established objectives and standards.
- (c) Provide objective information which will guide management decisions, promotion, transfers, work assignments, and staff training and development.

- (d) Provide an objective basis for determining annual performance merit awards and salary increments.
- (e) The appraisal will also develop motivation and commitment by providing regular and scheduled opportunities for feedback on performance and discussion of work-related problems as well as suggestions and improvements.

7.3 Performance Planning and Review Process

The Performance Planning and Review Process is a collaborative effort between the appraiser (normally the supervisor) and the appraisee or employee, who will normally work together. It is a continuing process, in a cycle which begins when a person is hired to a specific job and ends when they leave AIRA.

All performance plans and reviews will be in writing and become part of the employee's personnel records. Each employee has the right to examine the written review, correct inaccuracies and make written comments. These comments will also form part of the appraisal records and be retained in the personnel file.

The major steps in the process include:

- (a) The supervisor defines the job, establishes the critical elements of the job for the next period, and makes a preliminary determination of the specific performance objectives that the employee should achieve.
- (b) The supervisor discusses and reaches agreement with the employee on the job definition and performance expectations. The supervisor then documents the agreement.
- (c) At the end of the time period, the supervisor and employee jointly review the employee's performance.
- (d) The results of the joint review documented, and planning following the steps indicated above, commences for the next period.

All decisions and judgment made in connection with AIRA Performance Planning and Review System will be based on job related factors. The major source of information for the process will be the employee's job description and other supplementary descriptions of assignments or duty changes.

7.3.1 Staff Participation

A major requirement of the performance appraisal is staff participation through self-assessment. Performance on the job will be discussed between the employee and the supervisor, based on the responsibilities for a specific position and set performance standards and targets.

7.4 Frequency of Reviews

Normal Schedule/Quarterly Reviews

The performance of each member of staff will be subjected to quarterly performance review. The performance appraisal is designed to serve as a constructive method of enhancing AIRA performance as an organization and to foster professional growth and job satisfaction among employees.

The formal performance planning and review meetings shall be conducted thrice a year in April, July and December within the staff members and supervisors' schedules.

New Appointments

Newly appointed staff will establish performance objectives with their supervisor during the first month employment or as soon as possible thereafter. For program and other professional staff, there will be a review of performance towards the end of the probationary period of employment.

If performance during the probation period is considered satisfactory, status as an employee will be confirmed and the employee will then follow AIRA normal performance planning review calendar. An updated performance plan for the balance of the period to fit in AIRA's performance planning/review calendar will be established.

Unsatisfactory performance during the introductory or probation period will lead to either an extension of the probation for a specific period of time, or to termination of employment. If an extension of probation is granted, a revised performance plan for the extension period will be developed, and this will be reviewed towards the end of the period. If the employee is confirmed at the end of the extension period, then he/she will be put on the normal performance review calendar.

7.4.0 Existing Staff Promoted to a New Position

An employee promoted to a new position, whether within the shall have a performance review with the current supervisor prior to assuming the new position. Within the first month in the new position, the new supervisor will establish and agree upon performance objectives for the next review period in the new position.

7.4.1 Performance Management Cycle

Linked to performance management is the Performance Management Cycle, which is a year-round cycle of setting goals and objectives, coaching and mentoring individuals and groups, and providing immediate feedback on results and performance. The review is the annual, formal culmination of this process.

Step 1 – Planning and Review

- Agree on objectives - objectives are set at the start of employment during the probation period, and reviewed once the probation period is complete
- Performance and Development Plans

Step 2 – Building relationships

- Communicate expectations
- Monitor, support and direct
- Approachability and accessibility
- Constant feedback – instant, regular, formal
- Problem solving, trust and delegation

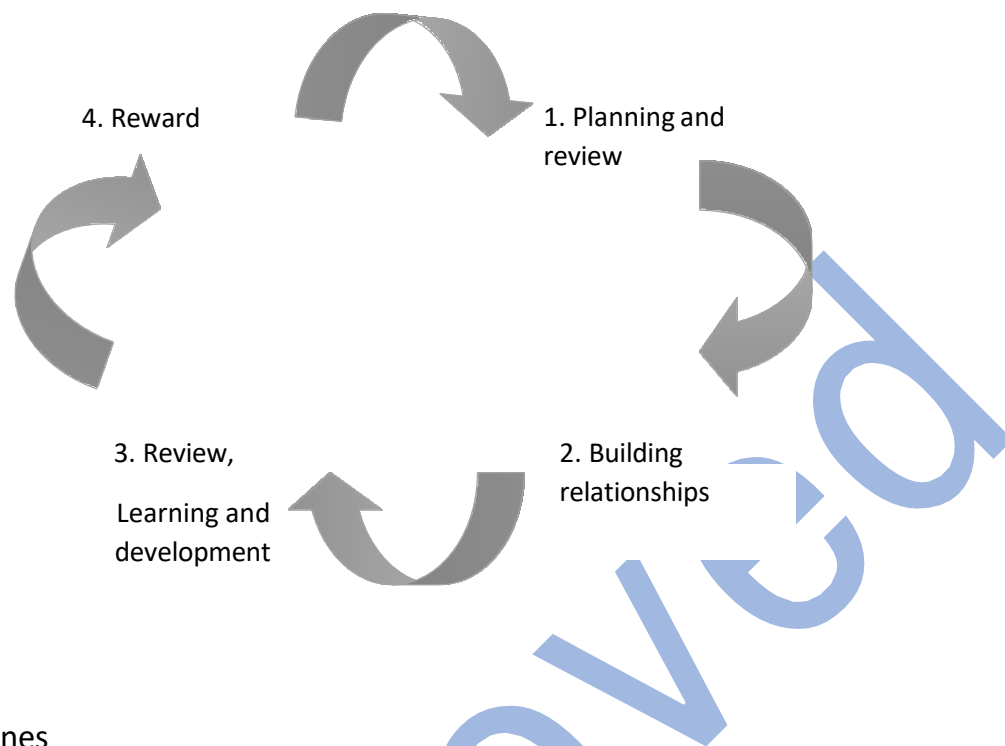
Step 3 – Appraisal, learning and development

- Training and staff development
- Performance appraisal
- Counselling, coaching and mentoring
- Monitoring and evaluation
- Constant learning

Step 4 - Reward – leading to planning and review

- Job satisfaction and motivation
- Promotion
- Remuneration
- Career Development

The Performance Management Cycle:



7.4.2 Timelines

(a) Continuing Staff or Regular Staff

Staff will be required to have a formal performance appraisal thrice a year, which will generally occur in April, July and December. However, all staff and supervisors should meet from time to time for coaching, informal discussion and feedback and to check that staffs are meeting their objectives – if not why?

(b) New staff, newly transferred/reassigned staff and staff under period of remedy

Because this staffs are placed on a three-month trial period, they will be required to have two formal evaluations for the year, one during the third month (or at the end of the trial period) and one during the last review in December of every year. In addition, all staff on trial status will be required to meet with their supervisors during the first month to set and discuss their performance expectations written in their job description

7.5 Performance Objectives and Standards

Performance objectives/targets will be established in advance by a supervisor in collaboration with the employee. They will be developed from the annual work plan and budget, special assignments and job description. It is important that objectives/targets are agreed between staff and supervisor.

In addition to achieving the objectives as established with the supervisors, all employees are expected to meet common performance standards established by AIRA.

These standards include:

- (a) Demonstrating personal integrity in conduct of their work.
- (b) Working effectively and collaborating with supervisors, peers and subordinates.
- (c) Anticipating and avoiding problems through planning and avoid managing on a crisis basis.
- (d) Seeking and using resources wisely and effectively to achieve productive results.
- (e) Effective time management.
- (f) Willingness to accept reasonable work and to offer help to others.
- (g) Within the constraints of own responsibilities, seeks opportunities to develop own skills, knowledge and experience.
- (h) Engendering trust and co-operation amongst all clients, collaborators, customers, showing respect and courtesy at all times.

7.6 Monitoring and Evaluation

A system of monitoring each employee's performance will be developed and implemented by the management of AIRA to evaluate performance of staff thus ensuring a continuous appraisal is maintained.

Chapter 8

8.0 DISCIPLINE AND GRIEVANCE HANDLING

8.1 General Provisions

AIRA seeks to maintain an open-dialogue style of management where it will support staff on all decisions made with due diligence, in good faith and within delegated authority. Where there are deviations from policy, rules and procedures by a staff, appropriate disciplinary measures will be instituted in accordance with the disciplinary policy and the rules of natural justice.

The disciplinary and grievance handling procedures apply to all employees of AIRA. It is the responsibility of Program Coordinators, Human Resource Officer, Head of Programs and Executive Director to ensure that all employees conduct themselves in accordance with AIRA procedures and expectations.

8.2 Principles

AIRA is committed to managing disciplinary procedures within the context of good management practices where employees have opportunity to receive orientation and induction, have easy access to policy manuals, is acquainted with their contents, is encouraged to discuss their job responsibilities, and receive feedback on their performance.

In order for the disciplinary procedure to be managed in an orderly manner, the employee's immediate supervisor has the obligation to ensure that discipline is maintained. The Supervisor may seek advice from the Executive Director or his/her designate as deemed necessary.

Where a supervisor or departmental head is unsure of the procedures, the Executive Director or his/her designate shall provide guidance on the measures necessary.

Supervisors and managers are encouraged to coach, guide and counsel staff members and only resort to disciplinary action if they are not experiencing any positive responses:

- (a) Disciplinary action will not be taken until the case that gives rise to it is fully investigated or if there is need for summary dismissal due to gross misconduct.
- (b) The seriousness of the case will dictate the stage at which the disciplinary action will commence (verbal warning, written warning, or summary dismissal) and this will be communicated by the immediate supervisor.
- (c) At all stages of the procedure, the employee will be advised of the nature of the complaint and will be given the opportunity to state their case before any decision is reached apart from gross misconduct where there is summary dismissal. During the formal disciplinary interviews, the employee may invite another person who must be a member of staff, to act as an observer and/or help in presenting the case.

- (d) An employee will not be dismissed for a first breach of discipline, except in the case of gross misconduct.
- (e) An employee may appeal against any disciplinary penalty imposed either through the HR office or through the CRM which will then make recommendations to the management
- (f) The disciplinary procedure will be recorded in the employee's personal file.

8.3 Disciplinary Process

8.3.1 Case for Disciplinary Action

Where an employee fails to adhere to AIRA policy, any established rules and regulations, or fails to meet performance requirements, the department head or immediate supervisor shall take the necessary disciplinary measures to rectify the situation.

- (a) *Minor faults* will be dealt with informally but serious cases including but not limited to insubordination, incompetence, misappropriation of resources, and general misconduct will call for a formal disciplinary process to be initiated, while gross misconduct will result in summary dismissal of the employee.
- (b) *Minor misconduct*: Refers to idling or loitering during working hours, habitual lateness or early departure from place of work without approval of the supervisor, abetting misconduct, failure to account for advance monies within the specified time limit, and poor performance due to lack of conscientiousness, carelessness or unreliability.
- (c) *Insubordination*: Refers to repeated failure to follow a supervisor's lawful and legitimate directives or to adhere to stated policies and procedures of AIRA.
- (d) *Incompetence*: Refers to the consistent failure by staff to perform at the required standards for the particular position despite possessing the required skills and competencies and the failure to respond to any remedial mechanisms and/or plans put in place by AIRA.
- (e) *General Misconduct*: Refers to the misuse or diversion of the AIRA, unbecoming conduct by staff, and abuse of office and behaviour that does not conform to the values and code of conduct of the organization. Such conduct may damage the image of our organization, weaken respect for authority, undermine staff morale, and result in a vicious circle of repeated offences.
- (f) *Gross Misconduct*: Refers to but not limited to the following: absence from the place of work; absence from duty for seven (7) or more days as result of imprisonment, being intoxicated, causing bodily harm to a fellow staff member or child, neglect of work, careless or improper performance, being or using abusive or insulting language/behaviour, failing/refusing to obey the employer, and being reasonably suspected or known to have committed detriment or crime against the employer [Refer to Section 8.3.5 of this manual

and the provisions of the Employment Act No. 11 of 2007 Section 44 under the Laws of Kenya).

8.3.2 Stages of Disciplinary Procedures

The following procedure will be followed for above cases but do not apply to gross misconduct:

Stage 1: Verbal Warning

If after an informal counselling, an employee's conduct or performance continues to be below acceptable standards, the supervisor will hold a formal disciplinary meeting with the employee after which he/she will be given a formal VERBAL WARNING by the immediate supervisor. A record of this warning indicating the date, reasons for the warning and what is expected of the employee will be kept in the employee's personnel file. The record must be signed by the employee to acknowledge the verbal warning. The record will be disregarded for disciplinary purposes after a period of six months, subject to satisfactory conduct and performance, although the copy will be kept in file.

Stage 2: First Written Warning

If within the given timeframe the conduct or performance is still unsatisfactory, the employee will be informed in writing and will be invited to attend a formal disciplinary interview with the first line supervisor and at least one other person. Following this a FIRST WRITTEN WARNING, giving details of the complaint, the improvement required and the time scale may be issued. A copy of the warning letter, signed by the employee to acknowledge receipt will be kept in the employee's personnel file. The first warning shall remain valid for a period of 12 months from the date of issue but will be disregarded for disciplinary purposes after that period subject to satisfactory conduct and performance. A copy of the First Warning letter will however be kept in file.

Stage 3: Second Written and Final Warning

If within the twelve months the conduct or performance of the employee is still unsatisfactory, or the employee commits an offence that does not warrant summary dismissal, the employee will be issued with a written request to attend a second formal interview with the Supervisor and the second line supervisor. Following this a FINAL WRITTEN WARNING will be issued which will warn that if there is no satisfactory improvement within the given timeframe, or if he/she commits another offence within that timeframe, dismissal will result. A copy of this warning, signed by the employee to acknowledge receipt will be kept in the employee's personnel file. The two warning letters shall remain valid for a period of twelve months from the date of the second warning, but shall be disregarded for disciplinary purposes subject to satisfactory conduct and performance. A copy of the Second Written Warning and Final Written Warning letter will however be kept in file.

Stage 4: Dismissal

If the conduct or performance is still unsatisfactory within the given timeframe, or the employee commits an offence that warrants disciplinary action within this period, the services of the employee shall be terminated. An employee whose services are terminated under this procedure shall be entitled to the notice period or termination as stated in the contract of employment AIRA may opt to release the employee immediately by making payment in lieu of notice.

8.3.3 Validity of Warning Letters

A letter of warning that is over one-year-old shall cease to be valid provided no further warning letter/letters has/have been issued against the employee. The letter will remain in the file but will not count towards subsequent disciplinary action.

8.3.4 Suspension

- (a) If any employee commits a breach of discipline that warrants suspension, he/she will be sent home pending an investigation whose outcome may result in a warning letter or termination of service or any other pertinent action.
- (b) Suspension of an employee will two weeks; this being the requisite duration set for the completion of investigations. During the 2 weeks' suspension, the employee will receive his/her full salary. However, in case of extension of the suspension the employee will receive half their salary.
- (c) If the employee is found to be innocent and reinstated, he/she will be paid the outstanding salary and any other benefits that may have been withheld while on suspension.
- (d) In case of legal dismissal, the employee will be paid all his outstanding salary and accrued benefit up to the day of the dismissal.

8.3.5 Summary Dismissal

If a member of staff is considered by AIRA to be guilty of gross misconduct or commits actions that reflect or could reflect adversely upon the reputation of the organization, the Executive Director or his/her designate will initiate a formal disciplinary meeting, and if sufficient grounds are established, the employee will be summarily dismissed.

Following are grounds that constitute gross misconduct and are justifiable and lawful grounds for summary dismissal of an employee:

- (a) If, without leave or other lawful cause, an employee absents himself/herself from the place appointed for the performance of work for a period of seven (7) consecutive days or more days without permission or repeated late attendance without reasonable cause.

- (b) If an employee commits any wilful breach of any of his/her obligation in the contract of employment.
- (c) If an employee defrauds the organization of any monies, resources, assets or property.
- (d) If an employee is party to any fraud or dishonourable act which include theft, fraud, corruption or bribery of any nature and of any scale.
- (e) If, during working hours, by becoming or being intoxicated, an employee renders himself/herself unwilling or incapable of properly performing his work.
- (f) Engaging directly in trade or business at the project location that is considered incompatible with employee responsibilities.
- (g) Any action, that brings the organisation into disrepute.
- (h) Discharge of confidential information to unauthorised parties.
- (i) Gross incompetence.
- (j) Physical attack on a colleague or client within the work premises.
- (k) Deliberate damage, misuse or abuse to the organisation's property.
- (l) Divulging false information about AIRA.
- (m) Behaviour that leads to inability to perform duties allocated and specified in the job description e.g. driving an organisation vehicle or operating machinery when drunk or under the influence of alcohol/drugs.
- (n) If an employee wilfully neglects to perform any work which it was his/her duty to have performed, or if he/she carelessly and improperly performs any work which from its nature it was his/her duty or under his/her contract, to have performed carefully and properly.
- (o) If an employee uses abusive or insulting language, or behaves in a manner insulting, to another staff member.
- (p) If an employee knowingly fails, or refuses to obey a lawful and proper command which is within the scope of his/her duty to obey, issued by the employer or a person placed in authority over him/her by the employer.
- (q) If, in the lawful exercise of any power of arrest given by or under any written law, an employee is arrested for a recognizable offence punishable by imprisonment and is not within seven (7) days either released on bail or on bond or otherwise set at liberty.
- (r) If an employee commits, or on reasonable and sufficient grounds is suspected of having committed a criminal offence against or to the substantial detriment of the employer or the

employer's property. This will include taking bribes, forgery, and misappropriation of funds or intentionally damaging AIRA's property.

- (s) Sexual and other forms of harassment including threatening or physically assaulting other employees, clients or visitors.
- (t) Sexual exploitation, coercion and manipulation (includes all types of sexual acts) by a person in a position of power providing any type of assistance in exchange for sexual acts. In these situations, the potential victim believes s/he has no other choice than to comply; this is not consent and it is exploitation as outlined in the AIRA Code of Conduct.
- (u) Sexual Abuse as defined as the actual or threatened physical intrusion of a sexual nature, including inappropriate touching, by force or under unequal or coercive conditions.
- (v) Defamation of AIRA and/or its employees.
- (w) Breach of confidentiality entrusted to the employee through official authority
- (x) If an employee is guilty of any other gross misconduct or on reasonable and sufficient grounds is suspected of having committed a criminal offence against or to the substantial detriment of AIRA or its property.
- (y) Failure to adhere to the Codes of Conduct as outlined in Section 4.5 of this manual.

8.3.6 Process of Summary Dismissal

In the process of the employee being dismissed, the following will apply:

- (a) Any of the examples given above under gross misconduct (Section 8.3.5 above) justify the summary dismissal of an employee for lawful cause.
- (b) Employees will not forfeit benefits: In the event of an employee being given a summary dismissal, he/she will not forfeit any claim to his/her accumulated salary, leave days, other cash benefits, severance pay for the current year of service, or any other scheduled benefits (Employment Act no. 11 of 2007, Section 18(4)). Therefore, he/she will be paid his/her salary/wages earned up to the time of dismissal and accrued benefits.
- (c) Accomplice: Any staff member, officer, or otherwise, who witnesses or participates in a breach of rules and regulations without reasonable effort to prevent and or report the offence will also be liable to disciplinary action not necessarily as equal to the offender but will warrant a warning letter.

8.4 Grievance Handling

8.4.1 Purpose

Staff grievance procedure is designed to address problems that employees encounter in the course of their work and have them resolved in consultation with staff and their line supervisors and to do so as quickly and as efficiently as possible.

8.4.2 Principles

- (a) AIRA believes that it is in its best interest of and that of its employees that individuals resolve disputes arising in the workplace by first seeking understanding between themselves. If a resolution cannot be reached, the affected individual should then take up the matter with their immediate supervisor.
- (b) All complaints or questions concerning the job, working conditions or the organization are to be discussed first with the supervisor. If satisfaction is not gained, the matter may be taken to higher levels with written notice to the supervisor.
- (c) AIRA aims to resolve grievances speedily, although it is understood that senior staff are frequently engaged in other matters and that time may be needed for fact-finding and further investigations. Taking this into consideration, matters will be dealt with as quickly as possible. At all stages of the procedure, the employee with the grievance will be allowed to invite another staff to act as an observer, Executive Director and/or assist in representing the issue.
- (d) With the mutual agreement of the parties, other relevant staff may be invited to attend any of the formal procedural stages from stage 2 onwards.
- (e) All issues to be handled under this procedure must be reported and the processes initiated within 30 days from the time when they occur.

8.4.3 Grievance Handling Procedure

Where efforts to resolve grievances with the first line supervisor have failed, the following procedure will be followed:

Stage 1 – First Meeting

The employee will request the first line supervisor to arrange a meeting to discuss the grievance. The meeting should ideally take place within five working days of the request. The second line supervisor will if possible be present, together with the first line supervisor and the employee and/or an appointed staff. Following the meeting and if the matter remains unresolved, a written statement of the grievance by the employee, together with a statement of failure to agree and a request for a further meeting will be forwarded by the line supervisor to the second line

supervisor (if not present) and/or the third line supervisor (if the second line supervisor was present).

Stage 2: Second Meeting

A second meeting will take place ideally within five days of the written request being received. Those present at the first meeting and the second- or third-line supervisor (whichever was not present at the first meeting) will be present.

Stage 3: Third Meeting

If the employee is still not satisfied, the matter will be referred to the Executive Director or his/her designate who will convene a third meeting. If the matter is not amicably resolved, the Executive Director or his/her designate may decide to consult with members of the management, who will agree on how to address the matter with the aggrieved employee. The decision on how to address the matter at this stage following consultations by the Executive Director or his/her designate shall be advised to the employee in writing.

Stage 4: Arbitration

While AIRA wish to resolve matters internally whenever possible, it recognizes that the involvement of outside parties may facilitate the resolution of some issues. An employee who has exhausted the options available under this procedure to resolve an issue internally may apply to mediate and/or arbitrate the matter utilizing the services of a neutral third party jointly selected by both parties provided such a person or persons are selected from among eminent personalities within the recognized partner organizations. If this option is taken, the decision reached by means of this process will be final and binding on both parties.

8.5 Counsel to Employees

AIRA is committed to providing information and advice, which can help to improve the relationship between the organization and the employees. In this regard efforts will be made to counsel employees on matters pertaining to their own conduct, work performance and career/professional development.

8.6 Record Keeping

Records will be kept detailing:

- the reasons for any breach of disciplinary rules or unsatisfactory performance;
- the staff member's response and mitigating circumstances;
- the actions taken and the reasons for it; and
- 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. These records will be disregarded for disciplinary purposes after this period.

8.7 Annexes and Forms Used

ANNEX 47: AIRA Complaint Mechanism Policy and Procedure ANNEX 48:

AIRA Accountability and Complaints Mechanism tools

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Chapter 9

9.0 WORK ATTENDANCE

9.1 Hours of Work

The following working hours shall apply:

- (a) Total working hours should not less than 40 hours per week in accordance with the schedules of work for the position and/or duty station.
- (b) The normal working hours are from 8:00 a.m. to 4:00 p.m., Monday to Thursday and 8:00 a.m. to 1:00 p.m. on Friday with one-hour lunch break from 1:00 p.m. to 2:00 p.m.
- (c) Staff will from time to time be required to work flexibly beyond the prescribed hours.
- (d) Driver's working hours are flexible as a trip might demand more and different hours.

9.2 Excess Hours Worked

Working in excess of prescribed hours shall be called overtime. However, AIRA doesn't pay overtime.

9.3 Absence from Work

- (a) All employees of AIRA are expected to be present in their work stations during office hours unless their working hours are altered by the management.
- (b) Where an employee needs to be absent from work for legitimate personal reasons they shall be expected to submit a request in writing to the immediate supervisor in good time. In case of emergency where the request cannot be made in advance, the supervisor should be notified immediately and, in any case, no later than 10.00 a.m. on the same day.
- (c) Unauthorized absence from work will automatically be considered as leave without pay and deducted from the employee's salary for that month. Where an absence is specifically due to an illness, the employee must produce a medical certificate signed by a registered medical practitioner in order to be considered as sick leave.
- (d) Whenever cumulative time off is in excess of eight hours (1 day) in any one month, the same shall be deducted from annual leave.

9.4 Public Holidays

AIRA will observe all public holidays observed in the country. AIRA will also observe any other public holidays that may be gazetted under the Public Holidays Act - Cap 110 of the Laws of Kenya. If any of the holidays falls on a Sunday, the following Monday will be observed as a public holiday.

The details of the public holidays to be observed is provided below.

Public Holiday	Date Observed
1. NewYear's Day	1 st January
2. Good Friday	Observed as marked in the calendar from year to year
3. Easter Monday	Observed as marked in the calendar from year to year
4. Labour Day	1 st May
5. Madaraka Day	1 st June
6. Shujaa Day	20 th October
7. Jamhuri Day	12 th December
8. Christmas Day	25 th December
9. Boxing Day	26 th December
10. Idd-ul Fitr	Observed as and when declared/gazetted.

9.4 Annexes and Forms Used

Annex 49: Sample List of Public Holidays (from Cambodia)

Chapter 10

10.0 TERMINATION OF EMPLOYMENT

10.1. General Provision

An employee's employment contract with AIRA may be terminated after successful completion of probation under any of the following circumstances:

- (a) Expiry of the fixed term contract.
- (b) Normal retirement on attainment of retirement age.
- (c) Voluntary resignation
- (d) Redundancy
- (e) Termination on disciplinary grounds or poor performance.
- (f) Summary dismissal occasioned by gross misconduct.
- (g) Death of an employee.

Termination of employment by either party after satisfactory completion of the probation period will be in accordance with the terms contained in the letter of appointment/employment contract. In the case of employees still on probation, provisions stipulated under probation will apply.

In all cases of separation from AIRA, the Executive Director or his/her designate shall ensure that staffs leaving employment of the organization are given opportunity for *exit interview ANNEX-*.

10.1.1 Expiry of Fixed-Term Contract

Fixed-term contract with AIRA shall cease, if the period of the contract has expired and intention to renew it has not been expressed to the employee in writing.

The following procedures shall be followed for renewal of fixed-term contracts:

- (a) AIRA will inform the employee at least one (1) months in advance of the date when the contract is expiring on whether the AIRA intends to offer a renewal of the contract or not.
- (b) AIRA on its part shall at least one (1) months before the expiry of the contract informs the employee in writing of the intention to renew the contract. The employee will be required to confirm in writing (addressed to the Human Resource Officer) if they wish to renew the contract within 7 days. If no written response is received within one week then it will be assumed that they do not wish to renew the contract.

- (c) If the employee responds indicating his/her wish to renew the contract, then the Human Resource Officer will ensure that a contract renewal letter is drawn and signed by the Executive Director.
- (d) If the employee does not wish to renew the contract, then the supervisor will wait for the contract expiry date. However, the staff exit process in line with Section 9.9 of this manual will commence at least three weeks prior to the final working date.
- (e) The employee whose contract has been renewed will sign a copy of the contract and send it back to the Human Resource Officer for record.

10.2.1 Non-fulfilment of Contractual Obligations by Donors/Partners

In such cases where the donor(s) fail(s) to meet its/their contractual obligations and commitments to AIRA the status of the employee's contract will need to be reviewed and modified as necessary and appropriate. In the event of severe funding constraints, the contract with the employee may have to be terminated by giving the adequate/necessary notice as outlined in the contract letter of employment.

11.2.2 Normal Retirement

- (a) The official retirement age is 60 years. However, staff have an option of early retirement at the age 50 years.
- (b) The management of AIRA has the discretion to extend services of an employee beyond the normal retirement age for exceptional services. The appointment shall be on fixed-contract basis on such terms as shall be agreed with the staff.
- (c) Staff could also 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 management of AIRA. 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.

10.2.3 Voluntary Resignation

- (a) Employees may resign voluntarily by giving one month's notice or payment of one month's salary in lieu of notice. It is expected that voluntary resignation will be handled amicably and in consultation with the immediate supervisor, Human Resource Officer and the Executive Director or his/her designate.
- (b) Any employee wishing to resign should submit his/her resignation in writing addressed to the Human Resource Officer copied to Executive Director and/or Head of Programs or

designated authorities stating the reasons for resignation and the effective date of resignation.

- (c) The employee's resignation will be considered final unless the employee is under investigation for misconduct, in which case the management may decide that the resignation is not accepted and the employee may be put on suspension until the case is fully investigated and determined.
- (d) The management may decide that the employee be released at any time during the notice period once the resignation has been accepted, and pay the employee his/her dues up to the end of the notice period. However, staff should not use leave days as notice period. Leave should be taken earlier in advance before resignation.
- (e) Staff may at the discretion of the management be allowed to take their accrued leave as part or whole of the formal notice period.
- (f) The Executive Director/Head of Programs/Human Resource Officer/Project Coordinator or designated authority will in all cases confirm acceptance of staff resignation in writing.

10.2.4 Redundancy

An Employee may be declared redundant if as a result of official structural realignment within the organization the position he/she is holding ceases to exist. Cases of redundancy shall be handled in accordance with Section 40 of the Employment Act, 2007 of the Laws of Kenya.

Severance pay shall only be made where an employee has been declared redundant. Severance pay is not an entitlement when the employee's contract comes to end as stipulated in its provisions or the contract is terminated due to any of the other reasons that may lead to termination of employment listed in Section 9.1 of this manual except in case of 9.1 (iv).

The following procedures shall apply in cases of redundancy:

- (a) Staff who are declared redundant shall receive redundancy payment as follows:
 - (i) One month's basic salary in lieu of notices.
 - (ii) Severance pay at 15 days for every completed year of service.
 - (iii) Payment in cash for all accumulated leave days.
 - (iv) Any other accrued benefits.
- (b) AIRA shall endeavour to treat any employee declared redundant in a humane and considerate manner.
- (c) In addition to such redundancy payments, an employee will be entitled to normal benefits.

10.2.5 Termination on Disciplinary Grounds

- (i) AIRA reserves the right to terminate the contract of an employee on disciplinary grounds in line with provisions outlined in the Disciplinary Procedures (Section 8.3 of this manual). The management will however endeavour to handle staff issues amicably, and will only terminate the services of an employee on disciplinary grounds if that is the only appropriate course of action given the circumstances.
- (ii) An employee whose services are terminated will be entitled to terminal benefits applicable to his/her terms of service such as accrued salary, payment in lieu of notice, and payment for accrued leave days. The official date of termination is the last day worked, unless otherwise stated in writing⁴.
- (iii) Termination of service of an employee for whatever cause shall be recommended by the respective Program Coordinators, Head of Programs, and Human Resource Officer and endorsed by the Executive Director.

10.2.6 Summary Dismissal

AIRA reserves the right to summarily dismiss an employee for gross misconduct as defined in Section 44(4) of the Employment Act No. 11 of 2007 of the Laws of Kenya and in the Disciplinary Procedures (See Section 8.3.5 of this manual).

AIRA reserves the right to take legal action against any staff who has been summarily dismissed in cases of misappropriation and/or mismanagement of its resources.

Misconduct which does not by itself warrant summary dismissal can become a valid cause for summary dismissal if it is repeated three times in spite of written warnings.

10.2.7 Death of an Employee

If an employee dies while in service; the employment will terminate effective the date of death. Accrued benefits of such employees shall be paid to person(s) named on a Nominated Beneficiary appointment-ANNEX form signed by the employee.

10.3 Staff Exit Process

10.3.1 Handing-Over

At the time of separation, all property belonging to AIRA must be handed over to the immediate supervisor. The items must be confirmed against inventory records and any missing items recorded and countersigned for by the exiting employee who will be required to make good for them.

⁴ The Employment Act No. 11 of 2007 Section 18(4).

Final compensation will only be settled when it has been confirmed that the employee has handed over all property belonging to the organization and properly accounted for all monies and equipment under his/her custody.

Any outstanding advances or losses incurred or caused by negligence or wilful damage by the employee will be recovered from the final payments.

10.3.2 Clearance Certificate

At the time of separation, staff must ensure that they have completed the Clearance Certificate. A signed copy shall be forwarded to the Executive Director who shall ensure that the clearance has been properly followed through. Where the person leaving has property belonging to the organization, and does not return it upon termination of the employment contract, the Finance Manager will recover the replacement value from his/her final dues. If the final dues cannot provide sufficient cover, AIRA will have the right to pursue recovery including appropriate legal action.

For any staff member separating from AIRA, his/her final dues will only be paid upon surrender of all keys, materials, papers, and files pertaining to AIRA and proper accounting for cash advances and equipment under his/her responsibility.

10.3.3 Discharge Certificate

Any individual leaving the employment of AIRA shall be required to sign a discharge certificate form on receiving their final dues.

10.3.4 Certificate of Service

Any employee, who is leaving the services of AIRA for whatever reason, shall be entitled to a Certificate of Service (unless the employment was for less than four (4) consecutive weeks)⁵. The information in the Certificate of Service shall be limited to:

- (a) The name of the employer and the postal address
- (b) The name of the employee
- (c) The date when employment commenced
- (d) The nature and usual place of employment
- (e) The date when employment of the employee ceased; and
- (f) Such other particulars, as may be prescribed.

⁵ The Employment Act No. 11 of 2007 Section 51.

10.3.5 Exit Interviews

Where an employee resigns voluntarily, an exit interview shall be conducted by the immediate supervisor or any other Line Manager designated by the Executive Director.

The results of the interview shall be documented and kept by the HR manager in the Staff Exit Interviews file.

11.11 Annexes and Forms Used

ANNEX 77: Handover Take Over (HOTO) Report format

ANNEX 78: Exit Clearance Form

ANNEX 79: Exit interview Form

ANNEX 80: No Further Claim Form

ANNEX 81 Sample Certification of Service

ANNEX 82: Clearance/discharge Certificate Form

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APPROVAL & AUTHORIZATION FOR USE

AIRA HR MANUAL, JULY,2020 is herein approved and authorized for use by;

1. Chairman of the Board

Name: _____

Signature: _____

Date: _____

2. Secretary of the Board

Name: _____

Signature: _____

Date: _____