



# **COHESU HUMAN RESOURCE POLICY**

## **SECTION 1: INTRODUCTION**

### **1.1 PREAMBLE**

- This 'Human Resource (HR) Policy applies to all employees who are appointed and contracted by COHESU. All employees are obliged to be guided by the policies and procedures contained herein.
- Amendments to this Manual shall be by approval of the Board of Management and shall be communicated to all staff in writing after they have been approved by the Board of Management.
- The HR policy guidelines additionally defines COHESU's philosophy and values on how employees should be treated, and from these are derived the procedures upon which managers and team leaders are expected to act when dealing with specific HR matters. The guidelines also contain a set of behavior expectations intended to promote employee creativity, innovation and high levels of productivity.
- These policies are subject to modification or further development in response to changing circumstances. In this regard, COHESU reserves the right to delete, change and add any other policy or procedure at any time for any reason. All employees will be subject to the policies and procedures contained in these guidelines without exception.

### **1.2 HUMAN RESOURCES PRINCIPLES:**

"Human Resources Management" has been interpreted by the Management Sciences for Health (MSH) as: "the integrated use of procedures, policies, and practices to; recruit, maintain, and develop employees in order for the Organization to meet its desired goals."

### **1.3 STATEMENT OF INTENT**

Employment Act, 2007 of the Kenyan Laws set out in CAP 226 guides the basis of this Policy guideline that has been set out in line with the nature of works and any operations conducted by the employees of COHESU.

### **1.4 GENERAL PRINCIPLES**

- 1.4.1 The general purpose of these personnel regulations is to establish and maintain conditions which are conducive to productive and mutually satisfying results for both employee and employer.
- 1.4.2 It is important to COHESU that total understanding on the part of staff respecting rights, requirements, and working conditions should encourage confidence, respect and security for the employees.
- 1.4.3 COHESU shall review the Personnel Regulations at such times as may be deemed necessary. Any amendments to the Personnel Regulations require COHESU Board of Management approval.

### **1.3 RIGHTS, DUTIES AND OBLIGATIONS OF COHESU STAFF**

- Upon recruitment, a staff member shall be issued a letter of appointment and shall have access to this Manual and all amendments thereto, which shall constitute part of the contract of employment. By accepting appointment, staff members pledge themselves to discharge their functions and to regulate their conduct in the interest of COHESU.
- General Conduct Of Employees

o COHESU Employees shall:

- Give value for value received;
  - Treat other employees and the public with courtesy and respect;
  - Perform all their duties in an efficient and professional manner;
  - NOT, unless legally required, disclose or give to any person any information or documents of a confidential nature;
  - Abide by all policies as approved by COHESU;
  - NOT undertake any outside activity or employment in which their interest conflicts with or has the potential to conflict with the best interest of the COHESU. Any employee considering undertaking any outside activity or employment in which their interest could possibly conflict with the best interest of COHESU must obtain the written permission of the Director of Programs before undertaking such business or activity.
- o Staff members shall not communicate to any person any information known to them by virtue of their employment, except when authorized to do so by the Director of Programs of COHESU.
- o Staff members are encouraged to stay well informed on local, state and national affairs including exercising their rights to vote, and are encouraged to exercise the right to vote, but shall not engage in any political activity, that will reflect unfavorably on the Organization. Staff members shall not use COHESU or its resources to propagate the views and opinions of any political party or religion. They shall avoid any action and, in particular, any kind of public pronouncement that may adversely reflect on their status, or on the integrity, independence and impartiality that are required by their status.
- o Staff members are responsible, on appointment, to furnish COHESU with any information which may be required for the purpose of determining their employment status under the staff Rules and Regulations, and Code of Conduct in connection with their employment.
- o Staff members are also responsible for promptly notifying COHESU, in writing, of any subsequent changes affecting their civil status under the staff regulations and Code of Conduct, such as legal issues, marital status, number of dependents and beneficiaries. A staff member who is arrested and charged with an offence other than a minor traffic violation or summoned before a court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for any offence other than a minor traffic violation must report the fact himself or through his family to his/her line manager within 24 hours.

### **1.5 CONFIDENTIALITY**

- An employee shall not divulge, reveal, publish or communicate any information of a confidential nature, irrespective of its origin, concerning the business and activities of the Organization acquired directly or indirectly in the course of one's duties, both during and after termination of employment. An employee will not make or possess without authorization copies of documentation or other media on which such information is recorded. On termination of an employee's employment contract, the employee shall deliver to the Organization any such documents or other records. Any information, which has not been disclosed officially or publicly, is otherwise treated by the Organization as confidential.

## 1.6 CONFLICT OF INTEREST

- The purpose of the Conflict-of-Interest Policy is to establish criteria which are to govern the activities or practice of COHESU employees. During employment, an employee shall not engage in, or enter into any conflicting agreement with any person or organization, which may directly or indirectly affect or conflict with their work or that of the Organization.
- It is the policy of COHESU to prohibit its employees from engaging in any activity or practice in conflict with the interest of the Organization or its partners.

## 1.7 COHESU HISTORICAL BACKGROUND

### 1.0 Introduction.

1.1 **Vision Statement:** Our vision is to be an exemplary organization that champions community health improvement through an emphasis on self-reliance and sustainability.

1.2 **Mission Statement:** Our mission is to mobilize resources, provide training and conduct research to improve the physical, psychological and mental health of individuals in communities in Kenya, with a driving force is to see healthy communities irrespective of their socioeconomic status.

### 2.0 Core Values:

2.1 Autonomy – We value our employees to feel empowered to make decisions and take action.

2.2 Integrity - Integrity in the workplace allows COHESU employees to strive to do the right thing, even when they think no one is looking. As part of integrity, honesty, transparency and a commitment to doing what's best for our clients, partners and community is highly valued.

2.3 Innovation – We believe that employees should challenge themselves to see what's possible to better meet the needs of their teammates, the Organization, our partners and community.

2.4 Respect: We value the ability to accept others for who they are, even when they're different from you or you don't agree with them. This allows for collaboration and teamwork.

2.5 Justice: COHESU values the employee's perception of fairness in the workplace, and their belief that the Organization's processes, decisions, and norms are fair and equitable.

## SECTION 2: INTERPRETATION

2.1 **Title:** This document shall be referred to as: Community Health Support Programme (COHESU) Human Resource Management Policy - 2020”.

2.2 **Policy:** This policy will serve as a human resources management policy Document for the Organization and will be availed to the Board members, senior management, middle, junior staff and volunteers’ as a resource document on human resource management.

This policy is a live document and will be subject to amendment from time to time through the coordination of the board.

### **2.3 Interpretation:**

Whenever conflicts arise in the interpretation of this document the appointed designee will provide the interpretation in consultation with the Senior Management Team.

### **2.4 Responsibility:**

2.4.1. The application of the regulations contained in this policy document shall be the responsibility of the appointed heads or person responsible for the overall management of a unit.

2.4.2. The Institution- specific human resources management policy will be signed by The Director of Programs.

### **2.5 Effective Date:**

2.5.1 This document shall become effective for dissemination and use after approval and adoption by the Board.

### **2.6 Policy Review:**

2.6.1 The Board shall approve any amendments to this document at the recommendation and consultation with the users.

2.6.2 The Board shall appoint a competent management review committee or consultant to amend Human Resource Management Policy as needed.

### **2.7 Organizational Management:**

Refers to the authority and powers vested in the Office of the Director of Programs by the COHESU Board of Management, to manage the various departmental functions of the organization. The Director of Programs has in turn properly delegated authority to the Principle Investigators, Managers of Programs, project officers, Human Resources, and Finance to act on any particular matters within the approved Human Resource policy guidelines.

## **SECTION 3: TERMS OF EMPLOYMENT, RECRUITMENT AND DEPLOYMENT**

### **3.1 Hiring Practices**

3.1.1 The appointment or termination of the Chief Administrative Officer, Chief Financial Officer, and Directors shall be subject to the approval of the Board of Management.

- 3.1.2 The appointment or termination of all other employees shall be subject to the approval of the Director of Programs or his/her designate.

### **3.2 Hours of Work**

- 3.2.1 As a general rule, COHESU bases its work and employee remuneration on a forty hours/five (5) days' work-week
- 3.2.2 All employees in any COHESU office are expected to observe time when reporting and leaving the office unless the employee is out on official assignment. When not absent on official duty or taking officially approved leave, all employees will in person sign the Daily Attendance Register immediately upon arrival at the office indicating time of arrival. They will also sign out when leaving the office at the end of the day. Appropriate arrangements will be made in field offices to ensure accountability in this regard.
- 3.2.3 The Organization will not take responsibility for an employee's failure to observe official working time and sign the Attendance Register.
- 3.2.4 Employees are expected and encouraged to respect the lunch-hour times
- 3.2.5 The head of each department will monitor to ensure that staff members honour their commitments and that departments are appropriately staffed

### **3.3 Overtime**

- 3.3.1 COHESU encourages that work assignment be undertaken during the stipulated working hours. However, an employee may be required to work over and above the regular working hours. Overtime will be compensated (Compensatory leave), provided that it has been justified and approved by their supervisors hence the HR officer/Directors). Overtime will be compensated by taking leave off when a staff member has worked cumulatively for eight hours after official working hours.
- 3.3.2 Saturdays and Sundays and other gazetted Public Holidays. No overtime compensation will be given unless the employee is officially authorized in writing to work overtime. Where the employee is requested to work overtime on a normal rest day the employee may, subject to the agreement of the Supervisor, take a day's leave with full pay in lieu of overtime.
- 3.3.3 Claims for overtime compensation shall be made by the affected staff and shall be authorized by a person with delegated authority.

### **3.4 Leave/Severance Allowance Package**

- 3.4.1 The leave/severance allowance package paid to employees will be determined within the budget of each project operating within COHESU.
- 3.4.2 Leave application forms should be submitted to the Project/Departmental Manager for their approval at least one week prior to the leave being taken (for annual leave).
- 3.4.3 As a guideline, depending on the availability of funds, an employee who has served for a full year (January to December) shall be entitled to 100% of one month's basic salary being leave and severance allowance package. An employee, who joins COHESU within the year shall have the allowance calculated on a pro-rata basis based on the duration of employment in a given year. The above will be guided by the contract of every employee.

### **3.5 Contract Renewals**

- 3.5.1 COHESU may offer an employee the opportunity to renew an existing contract

- 3.5.2 For employees whose contracts are being renewed, the contract will be the same as letter of Employment unless the new one is for promotion or special assignment as directed by the board
- 3.5.3 The Human Resources Department will bring to the attention of Project/Department managers, any contract due to expire, 6 weeks in advance.
- 3.5.4 Project/Department Managers will then submit to the Human Resources Department/CEO a recommendation to renew the contract.
- 3.5.5 This recommendation should be submitted at least one month before the expiration of the contract period along with a justification of renewal including duration of the proposed contract period and funds availability.
- 3.5.6 COHESU will give employees one month's notice if the organization does not intend to renew the contract, or pay one month's salary in lieu of notice.
- 3.5.7 An employee choosing not to renew his/her contract with COHESU, should give at least one month's notice before the expiration of the contract period, or forfeit an equivalent of one month's salary in lieu of notice

### **3.6 Organizational Dress Code**

- 3.6.1 As a general rule, business attire will be the norm in the office. Departmental heads can interpret this rule and must ensure that proper standards are maintained in line with COHESU's acceptable image.

### **3.7 Recruitment Policy**

- 3.7.1 Policy Statement: COHESU is committed to achieving a work force that is broadly representative of its people and to using employment and personnel management practices that are based on ability, objectivity fairness and in line with the relevant labor legislation and organizational policies and strategies.
- 3.7.2 In an effort to promote COHESU and personal development of staff, COHESU will announce vacancies internally and encourage staff to apply. In the event that qualified staff cannot be identified internally, the organization will seek candidates externally using advertising or other suitable means. The Department/Project Head will determine whether recruitment will be done internally, externally, by 'head-hunting' or through a combination of all three methods. The final decision however is ratified by the Head of Human Resources/Directors.

### **3.8 Advertising**

- Job vacancies may be advertised by the following means;
- Internal notices posted on notice boards in all COHESU offices
  - Advertisements in local newspapers
  - COHESU website and social pages
  - Through other NGOs and partners
  - Other means deemed appropriate
- All advertisements will be based on the job profile of the position to be filled and will state the minimum level of academic qualifications, work experience, skills, competencies required, and any other special requirements.
- All advertisements will reflect COHESU's commitment to child protection, safe guarding and the Child Protection Policy. All potential employees will be subject to the Child

Protection Policy & Safeguarding Policy and the necessary background and reference checks done.

### **3.9 Shortlisting of Applicants**

**3.9.1** This will be coordinated by the Human Resources Function.

### **3.10 Interviews**

**3.10.1 Interviews shall be conducted using appropriate methods that will ensure that;**

3.10.2 the results demonstrate the competencies, skills and experience desired

3.10.3 there is objectivity

3.10.4 there is no discrimination

3.10.5 there is adequate documentation of the process

3.10.6 Interviewed candidates understand the Child Protection policy, Safeguarding Policy, Code of Conduct and demonstrate positive and progressive attitudes towards children and youth and all people with disabilities.

3.10.7 COHESU will endeavor to ensure that the interviewing panels have;

- gender sensitivity
- technical representation
- line management representation
- human resources department representation
- a minimum of three members in any sitting panel



### **3.11 Appointment Authority**

3.11.1 The authority to appoint employees in COHESU is vested in the Board of Management and the Directors. Consequently, all appointment letters must be signed by the Director of Programs or Chairman of the Board of Management. All appointments for regular staff are subject to the terms and conditions stated in this Manual unless otherwise stated in the appointment letter/contract. Appointments for temporary employees may be signed by HR department with delegated authority from the Director of Programs.

### **3.12 Change of Staff within an Existing Post**

3.12.1 Where an existing position becomes vacant, the Head of Department shall recommend to the Program Manager whether the post should be filled, changed or left vacant.

3.12.2 Should the post need to be filled, approval for recruitment, needs to be obtained from the Director of Programs.

### **3.13 Responsibility for Recruitment**

3.13.1 For recruitment, this will be done in consultation with the Board and support from the HR Manager/Director of Programs.

3.13.2 The HR Manager/Director of Programs is responsible for ensuring that the Recruitment Guidelines are followed and that all the necessary documentation is in place.

### **3.14 Defining the Job and the Person**

3.14.1 All posts should have a job description and a specification. These should follow the standard COHESU format and be compiled by the requestor with the support of HR where necessary.

3.14.2 This needs to be developed prior to the beginning of a recruitment process.

3.14.3 Any adverts should be based on the Job Description and Specification.

3.14.4 Terms and conditions need to be agreed upon, between the person responsible for the recruitment and HR. These should be documented and approved by Finance.

### **3.15 Identifying Candidates for Interview**

3.15.1 All posts should be advertised, internally, externally or both

3.15.2 COHESU is an equal opportunity employer and therefore shall advertise bearing this commitment.

#### **3.15.3 Internal Advertisements**

3.15.3.1 These shall be circulated throughout COHESU

3.15.3.2 No less than one week's notice shall be given from the date of circulation.

3.15.3.3 Applications will be open to all qualified staff.

#### **3.15.4 External Advertisements**

3.15.4.1 These shall be circulated throughout COHESU as well as being placed in the newspapers. In addition, they may be circulated amongst other NGOs and other organizations.

3.15.4.2 No less than two weeks' notice shall be given from the date of circulation

3.15.4.3 Applications will be open to all qualified staff and non-staff of COHESU

### **3.16 Appointment and Composition of Selection Committee**

- 3.16.1 The board shall appoint a selection committee to conduct the short-listing and selection process. The following provisions apply to the appointment and composition of the Selection Committee:
- 3.16.2 The CEO, or his or her delegated official, must approve the members of the Selection Committee.
- 3.16.3 A Human Resources representative shall assist on all Selection Committees, to provide administrative support, technical advice and to ensure that the principles of Employment Equity and Labor Laws are adhered to.
- 3.16.4 The Selection Committee shall consist of at least three members. These members must fall within a grading category equal to, or higher than, the grading of the post to be filled.
- 3.16.5 A Selection Committee must include adequate representation (gender) and include members with relevant expertise.
- 3.16.6 Short listing should be done using only the criteria in the person specification.
- 3.16.7 All those who qualify based on the essential requirements shall be short listed.
- 3.16.8 An initial short listing will identify those candidates who have the essential requirements for the post. This shall be done by the Selection Committee in consultation with the Hiring Manager.
- 3.16.9 The final short list shall be sent to the CEO to confirm that the candidates selected is based on experience, preferred/desired skills, gender and diversity where applicable before being presented to HR to schedule for interviews or testing

### **3.17 Interviewing and Testing**

#### 3.17.1 All interviews will be attended by the following persons or their designates

- 3.17.1.1 The Human Resources Manager/CEO
- 3.17.1.2 The Head of Department/Program
- 3.17.1.3 The CEO (for positions of Head of Department/Program)
- 3.17.1.4 Sufficient preparation for interview shall be done by the selection committee bearing the following in mind:
  - 3.17.1.5 Agree before the interview on the questions;
  - 3.17.1.6 Base the questions on the requirements of the person specification, and be sure you know what you are looking for;
  - 3.17.1.7 Agree how you will score the answers;
  - 3.17.1.8 Make sure that all the interviewers arrive at a joint score for each candidate immediately after their interview;
  - 3.17.1.9 Use tests where appropriate (e.g., computer tests, knowledge tests) to confirm and corroborate the information gained in the interviews;
  - 3.17.1.10 Base the tests on the requirements **of the person specification and be sure** that you know what you are looking for;
  - 3.17.1.11 Avoid leading questions and hypothetical questions
  - 3.17.1.12 Based on competencies required for the job its always best to get someone to talk through real experiences, e.g., when was the last time you had to make a difficult decision, what was it, who was involved, what was the outcome
- 3.17.2 All interviewers should review the test and agree on a final score for each candidate.

- 3.17.3 The panel interviewing the candidate shall strive to agree on the candidate to be offered the position. If the panel cannot agree, the decision shall be made by the Department/Project Head; and in case of recruitment of Department Heads, by the CEO.
- 3.17.4 The CEO in consultation from the Board may outsource the recruitment and selection process to an external consultant if it is deemed fit to make the process as independent as possible. This will be subject to availability of funds for outsourcing.

### **3.18 Reference Checks**

- 3.18.1 Employment of any candidate is subject to COHESU obtaining satisfactory professional references and child protection, safe guarding and code of conduct background checks from previous employers and good conduct and other appropriate referees. The references must be obtained as soon as possible, but no later than the end of the first 3-month probation period. The references will be obtained through written communication or documented oral communication.
- 3.18.2 Reference shall be provided by the candidate.
- 3.18.3 Minimum of three professional references – one of the references ought to be from the last employer. The number of references shall be agreed by the panel and candidate.
- 3.18.4 This can be done verbally and over the phone in order to save time. However, this must be documented. This should be done on a prepared form that sets out the planned questions and leaves space for the answers. The form should include the date and time of the reference, the relationship between the referee and the candidate, the length of time the referee has known the candidate, and shall be signed by the person taking the reference. The reference shall then cover the principle aspects of the person specification for the job. A separate form shall be used for each reference and shall be filed with the other documents.
- 3.18.5 Written references can also be used. Again, a standard form should be used outlining the points listed above.
- 3.18.6 A prospective candidate shall be informed at the time of the interview that reference checks will be sought from former employers.

### **3.19 Letter of Appointment**

- 3.19.1 A successful candidate will be issued with a Letter of Appointment prior to commencement of employment, as per the appointment letter. The appointment letter will include the;
  - 3.19.1.1 Effective date of employment
  - 3.19.1.2 Contract duration- (1 year) subject to availability of funds.
  - 3.19.1.3 Position, title and reporting relationship
  - 3.19.1.4 Duty station
  - 3.19.1.5 Salary and other benefits
  - 3.19.1.6 Probationary period
  - 3.19.1.7 The letter of appointment will be valid only after appending of signatures by the Director of Programs or Chairman, Board of Management, and the employee respectively. Upon appointment, the new employee will be provided

with a job description and COHESU's policy documents by the HR office/Department.

### **3.20 Documents to be submitted upon employment with COHESU**

3.20.1 New employees will complete an Employee Information Form . These forms provide required information on the employee's background. Each newly hired employee is required to submit, on the first day of reporting for duty, the following documents to the HR Function;

- Copy of the National Identity Card/Valid Passport
- Copy of the National Social Security Fund (NSSF) membership card
- Copy of the National Hospital Insurance Fund (NHIF) membership card
- Copy of Certificate of Good Conduct
- A copy of a Valid Driver's License (if required)
- Two colored passport size photos of the employee and one for each family members eligible for the medical scheme
- A copy of a spouse's National Identity Card
- Copies of Birth Certificates for dependent children or certificate of legally adopted children
- Copy of the Kenya Revenue Authority (KRA) Personal Identification Number (PIN) Certificate

All new employees must furnish the HR Function with the above requirements within one week of employment.

### **3.21 Probation/Confirmation**

- Once appointed, new staff must complete a three months' successful probation period before they may be confirmed in their employment. One (1) month before the expiry of the probationary period a performance assessment report will be submitted to HR Function with a recommendation for confirmation by the head of department. Confirmation of the employees will be effected upon satisfactory performance on the expiry of the probationary period. Upon successful completion of the probation period, the employee will be confirmed.
- The employee will be issued a letter of confirmation of contract of employment by the Director of Programs, according to the standard format.
- Effective from the date of confirmation, all accrued benefits will be offered to the employee, retroactive to the date of hire subject to policies in this guideline.
- Employment can be terminated during or at the end of the probation period at the discretion of the Department Head.

### **3.22 Extension of probation and discharge from employment**

In the event of an employee's performance being unsatisfactory or for any other justifiable reason, COHESU may, on the recommendation of the employee's supervisor/line manager, extend the probation period for another three (3) months or discharge the employee. However, these actions require the consultation of the HR Function / Director of Programs as deemed necessary. If, after the extension of the probation period the employee's performance remains unsatisfactory, their services will be terminated by the Director of Programs.

### **3.23 Orientation**

COHESU recognizes the importance of orientation in supporting new employees to adjust within a new working environment within the shortest time possible or for supporting existing employees adjust to new staff, shifts in job emphasis, and scope. COHESU will conduct an orientation for new staff in two phases as indicated below;

#### 3.23.1 General orientation

3.23.1.1.1 This will provide an employee with an opportunity to identify with the vision, mission, strategic direction and goals of COHESU to adopt the fundamental values of the Organization and have greater impact in, and through, their work. This will include orientation on our commitment to the well-being of Children, ensuring the children's best interest in our work and zero tolerance to child abuse. We expect this to enable the new employees to appreciate the different functions in other departments as well as the corporate procedures and systems. Dependent on different schedules, the general orientation will be provided to groups of staff within the first one (1) month of engagement. The HR Function will coordinate the orientation process.

#### 3.23.2 Job specific orientation

Job specific orientation may include the following;

- Child Protection Policy and Code of Conduct
- Familiarization with the job description, nature of the job, performance standards
- Work processes and work relationships
- Organizational chart (Organogram)
- Project Cycle Management

An employee on an orientation program will be expected to provide feedback to the supervisor/line manager and the HR Function on the areas covered during the course of the orientation within two weeks hence to the Director of Programs. It is expected that this process will provide a basis for improvement of the orientation process.

### **3.24 Job Profile, Responsibilities and Performance Standards**

#### 3.24.1 Job profiles

All positions in the Organization are determined and approved by the Director of Programs/HR office prior to the recruitment process. The job profiles indicate

working relationships, position title, job location, key roles, required job qualifications, skills and work experience. The profiles will also include a statement of commitment to child protection/safe guarding policy as well as level of contact with beneficiaries.

#### **3.24.1.1.1 Fixed-Term Employment**

An employee may be engaged for a specified period defendant on the assignment or project duration to undertake specific roles and responsibilities. Such contracts are categorized as fixed-term contracts. An employee under this category of employment will be subject to HR document.

#### **3.24.1.1.2 Consultancies:**

These are special assignments arising from time to time. Usually, professional services whose terms are stipulated in a consultancy agreement and are hired in line with existing procurement procedures.

##### **3.24.1.1.2.1.1 Consultants' services shall be sought for:**

- i. A job for which the required technical expertise does not exist in-house at COHESU.
- ii. A job that is not ongoing and hence does not require full time staff.
- iii. A job that does not require more than 6-months continuous engagement.

The following procedure shall be observed for engaging the services of a consultant at COHESU

1. The decision to hire the services of a consultants shall be taken by the Director of Programs in liaison with the heads of the various departments in consultation with the Board of Management.
2. The Director of Programs shall send invitation to specific appropriate consultant(s) requesting for proposal for the consultancy by a stated date.
3. The proposals received shall be reviewed by a panel composed of the various heads of department and the ensuing recommended name shall be submitted to the Director of Programs, who shall discuss with the COHESU Board of Management.
4. The terms of reference for the consultancy shall be mutually agreed upon and the Director for Finance shall be involved in the negotiation of financial aspects of the terms.
5. The contract agreement shall be signed by both parties before commencement of the consultancy assignment.
6. Payment is conditional on satisfactory completion of the whole job unless the agreement provides for installments at completion of specifically agreed components/tasks.

#### **3.24.1.1.3 Seconded Employees**

These are employees who perform their day-to-day duties with CDSK but are not employed by the organization. A written document prepared by

the sending organization and accepted by the host/receiving organization should be done to ensure clarity of expectations of the two parties. Seconded employees are expected to abide by the organization's general code of conduct during his/her tenure at the organization.

**3.24.1.1.4 Contract of Apprenticeships/indentured learnerships** (Employment Act 2007 Part 1) –

These refer to the students on attachment or “internship” and are working with organization. An agreement needs to be prepared and signed to stipulate the roles and responsibilities of the student, the sending institution and the hosting organization.

**3.24.1.1.5 Temporary Employment**

This category of employment applies to an employee who is engaged temporarily.

The period of engagement should not exceed three months. This category of staff is not entitled to any benefits in the Organization other than outlined in their contract but will be expected to adhere to the Code of Conduct that will be provided to anyone serving the Organization.

**3.24.1.1.6 Community Workers**

Community Workers should not be allowed to work in any organization without a clearly written and signed agreement that specify the nature of involvement by community worker and who will be liable for related insurances in case of accidents and other related risks while in the premises of the organization.

**3.24.1.1.7 Casual Workers**

Casual workers are those engaged in project work especially manual work, for one to several days. The following procedure shall be observed for engaging the services of casual workers:

3.24.1.1.7.1.1 The casual workers are engaged by the heads of departments upon the approval of the Director of Programs.

3.24.1.1.7.1.2 A list of casual workers (name and identity numbers) shall be maintained by the head of department stating the terms of reference for the casual worker.

3.24.1.1.7.1.3 The letter of authority for engagement of casual workers shall be issued by the Director of Programs to the head of department, stating the terms of reference for the casual workers.

3.24.1.1.7.1.4 Casual workers are expected to comply with all the policies of COHESU while at their service.

**3.24.1.1.8 Volunteers**

Volunteers, like Community Workers should not be allowed to work in any organization without a clearly written and signed agreement that specify the nature of involvement by the volunteer or community worker and who

will be liable for related insurances in case of accidents and other related risks while in the premises of the organization

### **3.25 Employee Records**

Personnel files are maintained by the Human Resources Function and will contain employment related documentation. All information retained in the file will be handled with confidentiality

### **3.26 Induction**

- At the onset, each employee will be given an induction programme on COHESU policies, rules and work ethics
- The purpose of induction is to help the new employee settle into the position as soon as possible and to make sure he or she has all the necessary information needed in order to do the job effectively.
- Induction usually involves the new employee getting acquainted with various people and departments to gain a better understanding of the organization.
- The duration and content of induction will vary according to the needs of the employee and the position. This induction period will also allow for an assessment of knowledge and skills of the new employee.
- There will be an agreement between the employer and employee on how gaps, if identified, will be filled through, for example, training or mentoring.
- The Human Resources Department is responsible for the overall and over view of the induction programme while the respective Project Manager is responsible for coordinating on the job specific induction programme.
- On completion of the induction programme the new employee will acknowledge in writing, that he or she has completed the induction programme and this is to be sent to the HR office as a record for the employee's personal file.

## **SECTION 4: LEAVE MANAGEMENT**

Line managers and their staff should at the start of each financial year prepare annual leave schedules in advance with due consideration to COHESU work activities. It is an employee's responsibility to plan his/her leave in such a manner that leave is not carried over to the next year.

Rescheduled leave plans and or leave applications must be documented. It is an employee's responsibility to ensure that this is done.

### **4.0 Leave Policy**

- COHESU upholds the Kenyan laws CAP 226 on the Employment Act, 2007 Section 28 by providing a policy statement regarding CDSK employee leave entitlement.
- COHESU endeavors to ensure that an employee through the various types of leave maintains a proper work / life balance. Therefore, various types of leave entitlements are outlined in this manual to be responsive to an employee's needs. However, it should be understood that occasionally, leave may have to be rescheduled depending on work priorities. Leave entitlements will be calculated per COHESU



Fiscal Year (FY) which runs from July 1st to June 30th. Leave applications should be made to the line manager in coordination with the HR Function then Director of Programs for final approval.

#### **4.1 Leave planning**

- All staff are advised to plan their leave in advance so that it does not disrupt planned work activities in which they are involved.
- It is required that all employees plan their annual leave with their supervisors at the start of each financial year.
- It is the employee's responsibility to plan his/her leave in such a manner that leave is not carried over to the next year.
- In the event that the employee's attempts at arranging leave are frustrated by the supervisor, it will be employee's responsibility to bring the matter to the attention of the next higher-level supervisor or the Human Resources Department.
- Annual leave application procedures
- Written approval for annual leave must be obtained at least one month in advance.
- The employee should complete the Leave application form should be completed and forwarded to supervisor. The Human Resources Department will confirm the number of leave days available.
- When an official holiday falls within an approved leave period, that holiday shall not be considered as part of annual leave. However, the employee must inform the office of his/her intention to stay on leave to cover for the holiday.

#### **4.1 Combined leave**

Different types of leave may be taken one after another. For example;

- Cases of documented continuing illness, which may be covered first by sick leave and then by annual leave and then by leave without pay
- Maternity leave may be combined with the annual leave for the year. If leave has already been taken, then only remaining days are added to maternity leave.

Request for all types of leave must be made through the standard Leave Form.

#### **4.2 Annual Leave**

- Annual leave entitlement will be pro-rated for each calendar month of service however, for ease of administration the entire annual leave entitlement, being 30 working days, shall be credited to the employee at the beginning of each FY. Supervisors and their staff will determine the most convenient time within the FY when the leave may be taken. An employee on probation is encouraged to complete the probation period before applying for annual leave. However, under special circumstances, annual leave may be granted against days earned.
- An employee will be entitled to 30 working days annual leave for each year.

- An employee proceeding on Leave must ensure effective handing over of their duties to enable smooth continuation of their tasks in their absence.

#### **4.2.2 Annual Leave Application Procedures**

- An employee must obtain written approval for annual leave at least fourteen (14) days in advance using the standard leave form
- Leave applications will be approved by Line Managers then brief the HR and the CEO. The HR Function upon receipt will update the leave balances
- A copy of the approved leave application form will be returned to the employee concerned in reasonable time
- When an official holiday falls within an approved annual leave period, that day shall not be considered as part of annual leave

#### **4.2.3 Leave Carryover**

It is recognized that under certain circumstances it may not be possible for an employee to utilize all his/her leave days within a given fiscal year. In such a case, an employee may carry over up to a maximum of ten (10) days of unused annual leave into the next financial year.

- Any carried over leave in excess of the ten (10) days allowed must be approved by the Line Manager/Head of Department/CEO with justification. The application must be made stating reasons for the leave carryover. It is an employee's responsibility to utilize their annual leave
- Any leave carry-over must be utilized within the first three months of the new financial year. Failure to utilize days carried over from a previous financial year may lead to forfeiture of the said leave days

#### **4.2.4 Balance of Accrued Annual Leave at Time of Separation**

An employee who separates will receive monetary compensation in lieu of leave days earned and not taken at the time of separation. Such compensation will be calculated at the rate of one working day's salary and paid together with other terminal benefits due to the employee.

### **4.3 Compensatory Leave**

- An employee will be entitled to compensatory time off for working overtime, the weekends and public holidays. This will be approved in advance by the Supervisor or formalized within five (5) days upon return to the duty station.
- The same procedure will apply to employees who travel overseas for meetings or seminars. This will however be justified that meetings or work was undertaken during the indicated time.

### **4.4 Sick Leave**

- An employee shall be entitled to a maximum of thirty Twenty-one (21) calendar days' sick leave per year, after completion of 2 months of service with and employer.
- Employer may provide fully paid sick leave for the first 7 days, and half Wages are paid for the remaining 7 days. This full pay includes basic pay excluding deduction.
- An employee who is admitted in hospital while on annual leave will qualify for sick leave upon proof of admission

- When an employee has a child, who is admitted in hospital and there is need for him/her to stay with the sick child in hospital, then absence from duty will be charged to sick leave subject to the 14 days' sick leave allocation. Failure to provide a medical certificate may be grounds for disciplinary action
- Any absence from work due to sickness must be justified by the employee through a medical certificate from a doctor or a recognized medical practitioner
- Sick leave will not be carried over to the following year

#### **4.4.2 Long term illness leave**

As a response to the prevalence of long-term illnesses at the work place and the organization's commitment to provide support the following will apply;

- An employee with long-term illness shall be entitled to sick leave up to a maximum of sixty calendar days per year, with full pay. The eligibility for long-term illness leave will be considered upon documented request for this type of leave by the employee, with justification from a recognized medical practitioner. An employee applying for this leave will not be entitled to any other type of sick leave. The normal leave application procedure will apply
- If an employee has not recovered, he/she will be entitled to additional sick leave up to a maximum of 46 calendar days on half pay (If you have already taken 14 days of paid outpatient sick leave in a year, the number of days of paid hospitalization leave that you can take is 46 days (60 - 14 = 46). Thereafter, any absence from work will be without pay for up to a maximum of 23 calendar days
- If the employee is not able to resume work after the expiry of the 23 days without pay the matter will be referred to the CEO who may consider separation.

#### **4.6 Maternity Leave**

##### **Policy**

- A female employee is entitled to 3months (91calender days) maternity leave. This does not affect the normal annual leave entitlement which is extra to these ninety-one (91) calendars days.
- An employee on probation is eligible for maternity leave; however, the probationary period will be put on hold and will resume upon an employee's return to work.
- Nursing mothers may take one (1) hour off-duty each working day, for breast-feeding until the baby is six (6) months old. It is the responsibility of an employee and her line manager to document what has been agreed on.

##### **Procedure**

All applications for maternity leave must be submitted in writing, through the line manager for approval and thereafter forwarded to the HR Function. If a temporary replacement is required, the same will be determined during this notice period. It is the responsibility of the line manager to inform HR Function on the need for a replacement.

An employee should make an application in written of at least 2month for such leave informing her line manager of the day upon which she plans to commence maternity leave.

#### **4.7 Paternity Leave**

- A male employee shall be eligible for two weeks per annum as paternity leave on full pay. This entitlement can be utilized two weeks before or after the delivery of the baby.
- An application for paternity leave must be submitted in writing through the line manager for approval and forwarded to the HR Function and the Director of Programs.

#### **4.8 Compassionate Leave**

- An employee is entitled to seven (7) days per annum paid compassionate leave. It is provided to an employee upon the death or during the terminal illness of an immediate member of the family and close relatives. These will include a spouse, children, parents, brothers, and sisters of the employee only. Such leave will not be deducted from annual leave or sick leave.
- An application for compassionate leave must be submitted in writing through the line manager for approval and thereafter forwarded to the HR Function and the Director of Programs.

#### **4.9 Unpaid Leave**

- Under special circumstances and after due consideration, an employee with no leave to their credit may be granted by the Director of Programs unpaid leave up to a maximum of one (1) months in a given financial year.
- COHESU may allow an employee who has served in the Organization for a minimum of 2 years of service, unpaid leave of a maximum of twelve (2) months to undertake a course. An application for such leave will be submitted through the line manager for approval by the CEO.

#### **4.10 Statutory Holidays**

- COHESU will observe all officially gazetted public holidays in Kenya.
- Human Resources Department will notify staff at the start of each calendar year and whenever such holidays are gazetted.
  - COHESU will observe the official holidays of Kenya, and those that will be gazetted from time to time.
  - During public holidays employees will not be required to work, however due to the nature of work, compensatory time off should be arranged for employees whose nature of work requires that they work on a public holiday. Prior arrangements must however be made before compensatory time off can be taken.
  - COHESU shall observe the following Public Holidays in Kenya:
    - New Year                      1<sup>st</sup> January

- Good Friday                      Determined Each Year
  - Easter Monday                  Determined Each Year
  - Labour Day                        1<sup>st</sup> May
  - Madaraka Day                    1<sup>st</sup> June
  - Mashujaa Day                    20<sup>th</sup> October
  - Jamuhuri Day                    12<sup>th</sup> December
  - Christmas Day                    25<sup>th</sup> December
  - Boxing Day                        26<sup>th</sup> December
- And any other day as may be officially announced by the CEO or gazetted by the government in the course of the year.

## **SECTION 5: COMPENSATION & BENEFITS ADMINISTRATION**

### **5.1 Introduction**

The Employment Act 2007 section 2 views remuneration as: the total value of all payments in money or in kind, made or owing to an employee arising from the employment of that employee.

COHESU determines its remuneration and benefits to attract and retain a high caliber of employees who are able to execute the Organization's strategy. To realize this objective,

COHESU's strategy will be guided by the following principles;

- the organizations pay and benefits are competitive
- there is internal equity
- there is uniformity in the application of pay structures and policies

COHESU will undertake job evaluations at least every three years to ensure that there is equity in the organization. A salary and benefits survey will also be undertaken at least every two (2) years to maintain market competitiveness.

- Staff salaries are based on factors of performance, level of responsibility and educational qualifications.
- Each position in the organization is ranked within the job classification level (as outlined in this manual). This ranking determines the grade.

Staff salaries are recommended by the Director of Programs and approved by the Board of Management, based on factors that include;

- Job value- determined through the job evaluations and grading
- Market surveys
- Cost of living

### **5.2 Staff Salary Entitlements**

All employees shall;

- Receive a monthly salary through their bank accounts. An employee should inform the accounts office of the bank details and any other subsequent changes of such details
- Receive a pay-slip for each month's pay, indicating how the salary has been calculated
- Have all statutory deductions made e.g., NSSF, NHIF, PAYE or any other such payments as required by the Government of Kenya (GoK)

**Payment of Casual workers shall be made on a daily or weekly basis**

**5.3 Procedure**

- The Finance Department, in consultation with the HR Function, shall administer the salary and benefits in accordance with the guidelines of this Manual
- Salary payment to employees (Except Casual workers) shall be made monthly and will be paid by the 30th day of each calendar month, or the nearest working day thereto, unless otherwise authorized by the Director of Programs and Board of Management
- Salaries for new employees will be calculated from the day one reports to work and monthly thereafter
- Cost of Living Adjustment (COLA) will be determined by the underlying rate of inflation in the country during the year. The Board of Trustees will make recommendations for the approval
- All incomes received by the employees will be subject to income tax as per the applicable income tax regulations in Kenya
  - Each employee will receive a monthly salary.
  - Each employee shall receive a pay slip for each month's pay.
  - Each employee shall be entitled to all benefits as stated in his/her letter of contract
  - Each employee shall pay all statutory requirements such as;
    - PAYE: Pay As You Earn.
    - NSSF: National Social Security Fund.
    - NHIF: National Hospital Insurance Fund.
    - Pension scheme contributions (where applicable).
    - SACCO<sup>1</sup> Deductions and contributions. (where applicable)
    - HELB loan installments as may be applicable
    - Explicit authority from the employee in writing.
    - Other legal deductions that may be applicable to the institution or employee and or the employee.

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<sup>1</sup> A SACCO refers to a cooperative society and is usually supports personal financing options for members based on their contributions.

#### **5.4 Salary Advances**

- Salary advances are not encouraged. However, it is recognized that some unusual circumstance may arise which would necessitate a salary advance.
- Subject to the approval of the Director of Programs or any other person with delegated authority an employee may receive an advance of up to the equivalent of one third month's net salary (this is to ensure the employee has some finances until the next salary is due.
- Advances must be repaid within the same month or the following month if advance is given after the payroll closure date. COHESU will not provide advances more than two times a year to an employee.

##### **5.4.1 Procedure**

- An employee may request for an advance against their pay to the Director of Programs or to any other person with delegated authority to approve such requests. If granted, the same will be processed through the relevant finance office. The processing office should send a copy of the documentation and information to the Finance & Administration Officer for processing of the payroll
- The employee is required to give a written reason for the salary advance.

##### **N/B**

- The salary advance will be equivalent to a third of the total net salary paid monthly to the employee and the whole salary can only be given in full as an advance in the event of an emergency.

#### **5.5 Acting and Responsibility Allowance**

- An employee who is appointed by the Director of Programs in writing to undertake the responsibilities of a higher position in acting capacity for at least four weeks, necessitated by an existing vacancy or temporary absence of the incumbent, will be entitled to an acting allowance.

##### **5.5.1 Entitlement**

- An employee in acting capacity will receive acting allowance of which will be the difference of the two salaries based on the entry point of the Acting Position, or 25% of the employee's basic salary.

##### **5.5.2 Procedure**

- An employee will receive an appointment to acting capacity, in writing from the CEO, indicating the effective date and duration. Acting allowance will be paid for any period of at least one (1) month continuous acting. Payment of the acting allowance will be subject to the duration of the appointment and a contract will be issued to the employee on the additional duties and responsibilities.

#### **5.6 Responsibility Allowance**

- An employee who is appointed by the Director of Programs to undertake additional responsibilities in addition to their regular responsibilities occasioned by temporary workload

increase will be entitled to a responsibility allowance of 15% of basic pay and it will be stated in the contract.

#### **5.6.1 Procedure**

- An employee will receive an appointment to undertake additional responsibilities, in writing from the Director of Programs, indicating the effective date and duration. Responsibility allowance will be paid for any period of at least one (1) month of continuous undertaking of additional responsibilities. Payment of the responsibility allowance will be subject to the duration of the appointment.

#### **5.7 Assumption of Responsibility**

- In the event the organization has a project that adds more responsibility to the employees agreed job description, appropriate delegation will be done with the help of his/her immediate supervisor.

#### **5.8 Working Out of Station**

- An employee may occasionally be required to undertake duties outside their stations or participate in learning and development initiatives. These types of undertakings or initiatives will need to be justified and documented.

##### **5.8.1 Entitlement**

- The details of the entitlement, coverage and the procedures are available from the HR Function. It is expected that employees will exercise responsibility in use of this benefit. Any abuse or misuse will be treated as a gross misconduct

#### **5.9 Taxation**

- All income and benefits including termination benefits arising during employment shall be subject to income tax in accordance with the taxation laws of Kenya and all taxation shall be effected at source.
- There is no exemption from payment of statutory deductions.
- Consultants and Temporary Employees are also to be taxed at source in accordance with the prevailing rates of taxation.
- Wages paid to casual employees are not subject to taxation. (Employer's guide to Pay As You Earn – 2007 edition)

#### **5.10 Travel (REFER TO FINANCE AND ADMINISTRATION POLICY)**

##### **5.11 Introduction**

An employee travelling on COHESU business outside his/her duty station will be provided with a travel advances. This will apply to local and international travel.

## **SECTION 6: MEDICAL & INSURANCE BENEFITS**

### **6.1 Medical Insurance Schemes:**

- COHESU will enroll their contract employees and legal dependents (spouse and children) in the inpatient and outpatient NHIF scheme. Depending on availability of funding, COHESU will enroll their contract employees in additional medical insurance scheme up to a limit that



will be determined by the organization's management in consultation with the Board, and dependent on the availability of funds.

- The limits for outpatient medical services will be reasonable and will be set by the management team and will be subject to review from time to time.
- The human resources management department will be required to closely monitor the management of the medical scheme to ensure efficiency and effectiveness of the medical scheme.

## **6.2 Work Injury Insurance Benefits:**

- Work Injury benefits will be handled in line with the Work Injury Benefits Act, 2007 (WIBA).
- COHESU will obtain and maintain an insurance policy, with an insurer that is legally recognized by the Ministry of Labour in respect of any liability that the health facility may incur under the Work Injury Benefits Act to any employee.
- Thus, each regular employee will be enrolled in at least an insurance cover under Group Personal Accident (to cater for work injuries) and Group Life (incase of death while in service) or in any consolidated insurance scheme that covers both.
- The limits of insurance cover applicable to all employees shall be in alignment with the prevailing labor laws. (WIBA, 2007)
- The human resource department will be responsible for facilitating the enrollment process by employees into the group personal and group life insurance scheme.
- The human resources department shall be responsible for coordinating the compensation and claims made by an employee for work injuries through the insurance company

## **6.3 Instances of Work Injury:**

- An occupational accident or disease resulting in serious disablement or death of an employee is deemed to have arisen out of and in the course of employment if the accident was due to an act done by the employee for the purpose of, in the interests of or in connection with, the business of the employer.
- An employee is required to report any accidents in the workplace immediately it occurs to his or her supervisor or to the human resources department. If due to the nature of the injury the employee is not in a position to immediately report the matter, then the injury / accident should be reported by any employee who observed the accident
- Workplace accidents should be reported to the labour office within 24 hours of occurring. This could be either verbally or in writing.
- All offices shall maintain first aid kits and have a system of monitoring and tracking accidents
- First Aid training for key staff shall be provided on a regular basis.

## **6.4 Workplace Safety & Health Policy**

### **6.4.1 Reporting On-The Job Injuries**

- We want our organization to be a safe place for you to work. Accidents are serious to you and your family in that they reduce your earnings and cause physical discomfort. They are serious to COHESU because skill is lost in not having you available to work.

- You will be helping yourself, your family and COHESU if you will follow every safety precaution and avoid taking unnecessary risks in your work.
- Reporting of on-the-job injuries should be done immediately to the immediate supervisor, and certainly before the end of the work shift in which the injury occurs. Failure to do so can result in disciplinary action, possibly including dismissal, and could lead to loss of benefits.

#### **6.4.2 Safe Workplaces & Equipment:**

#### **6.4.3 Risk Assessments:**

- On an annual basis carry out appropriate risk assessments in relation to the safety and health.
- On the basis of the results adopt preventive and protective measures to ensure that under all conditions of their intended use, all chemicals, machinery, equipment, tools and process under the control of the organization are safe and without risk to health and comply with the requirements of safety and health provisions in the OSHA Act, 2007.
- In line with the OSHA Act, 2007, take immediate steps to stop any operation or activity where there is an imminent and serious danger to safety and health and to evacuate all persons employed as appropriate.

## **SECTION 10: SEPARATION & TERMINATION OF EMPLOYMENT**

### **Introduction**

This section deals with the manner in which an employee may separate from employment of COHESU. Separation may be voluntary or involuntary.

An employee may separate from COHESU at any given time through resignation, termination, end of programme activity/ redundancy, death in service, summary dismissal or retirement.

COHESU is committed to ensuring that the rights and dignity of any separating employee is upheld during the separation process. Separation from the Organization is categorized in the following: -

### **10.1 Resignation**

- An employee who has been confirmed may resign from the Organization upon giving one month's written notice or one month's salary in lieu of notice.
- An employee on probation may resign at any time without giving reason but should give seven (7) days written notice.
- COHESU encourages an employee separating from the organization to fill the exit interview data sheet and questionnaire form.
- The organization, after accepting the resignation, may release the employee at any time during the notice period, and pay the employee her/his dues up to the end of the notice period.
- Acceptance of resignations will be confirmed in writing by the Head of Human Resources once the decision has been made.

#### **10.1.1 Procedure**

- An employee who resigns from the employment of COHESU will submit his/her resignation in writing to the Director of Programs through the line manager, copied to the HR Function, indicating the effective date of resignation with due regard to the required notice period for

one (1) Month. A resignation is considered accepted upon the confirmation in writing by the CEO. If an employee is under investigation for misconduct, or for any other justifiable cause, the CEO may decide not to accept the resignation. In the event that the CEO does not accept a resignation, this decision will be communicated to the employee within 7 days.

- The effective date of any resignation is the day after the last day worked, unless otherwise stated. Management may use its discretion to release an employee from employment at any time during the notice period. However, such an employee will be paid his/her dues up to the end of the notice period.

## **10.2 Termination**

### **Policy**

- Termination of employment occurs when COHESU discontinues the employment agreement with an employee. The termination of an employment contract will be in accordance with the labour laws requiring one month's written notice, or payment of one month's salary in lieu of notice.
- The official termination date is the day after the last day worked, unless otherwise stated. The calculation of the terminal dues following termination of employment will be the same as those outlined under the section on resignation (10.1) and is subject to the above stated clearance procedure.

## **10.3 Redundancy**

An employee may be terminated from employment due to reduction or end of program activities or any matter commonly referred to as redundancy. In the event that it becomes necessary to do so, CDSK will:

- Give an employee one (1) months' notice or payment of one month's salary in lieu of notice

## **10.4 Summary Dismissal**

- An employee may be summarily dismissed without notice when he/she commits an act that is proved to amount to gross misconduct. The notification of the dismissal will be with cause. A copy of the dismissal will be acknowledged by the employee or endorsed by two witnesses noting the time and place of delivery. A copy of this letter will be filed in the personnel file.

## **Entitlement**

An employee who is summarily dismissed will not be entitled to any of the terminal benefits except;

- Salary payment for the days worked up to the time of the dismissal
- Payment for any accrued leave days and leave allowance not taken up to the time of dismissal
- Provident fund contributions as per the rules and regulations of the Trust Deed and the
- Retirement Benefits Authority rules and all subsidiary legislation made there under, applicable at the time of the separation
- Any outstanding advances or losses caused or incurred by an employee will be deducted from the above terminal dues

## **10.5 Termination upon death in service**

If an employee dies while still in the employment of COHESU the beneficiary or the legally appointed administrator of the estate will receive the following accrued benefits;

- If an employee had served for less than three years will be paid at the rate of 15 days pay for each completed year of service. This calculation will be based on the last basic salary and as stated in the employee's contract.
- If an employee had served COHESU for more than three years and above will be paid at the rate of 30 days for each completed year of service as per the employee contract. This calculation will be based on the last basic salary
- Provident fund contributions as per the rules and regulations of the Trust Deed and the Retirement Benefits Authority rules and all subsidiary legislation made there-under, applicable at the time of the separation
- Payment for leave days earned and not utilized
- Any salary due for the days worked but not paid by the time of death
- Leave allowance earned for the duration of service in the calendar year (Jan to Dec)
- An employee who dies while on probation will be entitled to any dues due to him/her
- Such an employee is not entitled to severance benefit
- Any outstanding advances or losses caused or incurred by an employee will be deducted from the above terminal dues
- Life insurance compensation subject to the terms and conditions of the Group Life Policy
- Compensation for accident-related death subject to the Group Personal Accident Policy. HR department will coordinate the clearance process of a deceased employee and the processing of the payments in liaison with the Finance department as per the contract.

#### **10.6 Other Grounds for Separation**

- Closure of COHESU Operations
- In the case of closure of COHESU operations, the employment of all staff will be terminated. One month's notice of such termination, or payment in lieu of notice, will be given.
- Project completion or Budget Reductions
  - Employment may also be terminated by the Director of Programs or his/her designate at his/her discretion as a result of the completion of a project, by giving the affected staff one month's notice or paying the staff one month in lieu of notice.
- If at any time in future, it comes to the knowledge of the management that any of the information initially provided by the employee is incorrect or any relevant information has been withheld, or any certificate is fake, then employment based on the letter of appointment is liable to be terminated without notice or any compensation in lieu thereof.

#### **10.7 Gross Misconduct**

- Where an employee has committed gross misconduct and the Organization is entitled to summarily dismiss him/her, the Director of Programs may, at her/his discretion,

reduce such dismissal to normal termination by giving the employee the relevant contractual notice or payment in lieu thereof.

#### **10.8 Poor Probationary Period Performance**

- During the probationary period, the services of an employee may be terminated by either party giving two (2) weeks written notice. The services of a casual employee may be terminated without prior notice.

#### **10.9 Poor performance**

- The contract of an employee will be terminated when he/she receives an annual performance appraisal rating of “poor performance” consistently for two years. The employee will be entitled to all accrued leave, one month’s and Pension/Gratuity.

#### **10.10 Death**

- The termination of a deceased employee will be effective from the date of death. Any payments due to the deceased will be made to the beneficiaries stated in the Personal Data Form, completed and signed by the employee within a period of three months.

#### **10.11 Retirement**

- All contracts of employment will come to an end when the contract period expires and it’s not renewed.
- Employees may choose to take an early retirement subject to the acceptance by the organization.
- The procedure applicable for resignation from employment shall apply.
- Each retiring employee shall be entitled to his/her terminal benefits applicable to his/her contract.

#### **10.12 Certificate of service**

An employee will be entitled to a certificate of service which will indicate the following;

- The name of the employee
- The date when employment commenced
- The nature and usual place of employment
- The date when employment ceased

The certificate of service will be issued on a COHESU letter headed.

#### **10.13 Exit interview**

- An employee leaving the employment of COHESU is encouraged to provide feedback on pertinent issues in the organization. Management may use the feedback for any changes deemed necessary. The feedback will be provided using the Exit Interview Form.

