

CHRISTIAN HEALTH ASSOCIATION OF KENYA

HUMAN RESOURCE MANAGEMENT

GENERIC POLICY DOCUMENT
FOR CHAK MEMBER HEALTH FACILITIES

NOVEMBER 2008



P.O. BOX 30690, GPO 00100
NAIROBI, KENYA
TEL: (020) 444 1920/ 444 5160
EMAIL: secretariat@chak.or.ke
WEBSITE : www.chak.or.ke

The material contained in this publication may be freely quoted or reproduced by member health units without prior authorization, provided that the source is expressly indicated and acknowledged in the reprinted material.

All other users must obtain prior authorization to quote or reproduce the material contained in this publication from the General Secretary, Christian Health Association of Kenya, P.O. Box 30690 GPO 00100, Nairobi, Kenya
E-mail: secretariat@chak.or.ke

© Christian Health Association of Kenya (CHAK) 2008

TABLE OF CONTENTS

ACKNOWLEDGMENTS	8	
FOREWORD	9	
ACRONYMS	10	
SECTION 1: INTRODUCTION	11	
1.1 Preamble	11	
1.2 Vision Statement	12	
1.3 Mission Statement	12	
1.4 Purpose of the CHAK Health Facilities Generic HRM Policy		12
1.5 Human Resources Strategy	13	
1.6 Implementation	14	
SECTION 2: INTERPRETATION	16	
2.1 Title	16	
2.2 Policy	16	
2.3 Interpretation	16	
2.4 Responsibility	16	
2.5 Effective Date	17	
2.6 Policy Review	17	
SECTION 3: RECRUITMENT AND DEPLOYMENT	18	
3.1 Human Resource Planning	18	
3.2 Recruitment Philosophy		18
3.3 Categories of Employment	19	
3.4 Recruitment Process	20	
3.5 Content of Employee File		22
3.6 General Code of Conduct	23	
3.7 Confidentiality	23	
3.8 Job Description	24	
3.9 Orientation & Induction	24	
3.10 Probation Period	25	
3.11 Contract Renewal	26	
3.12 Appropriate Tools & Templates	27	
SECTION 4: LEAVE MANAGEMENT	28	
4.1 Annual Leave	28	
4.2 Maternity Leave		28
4.3 Paternity Leave	29	
4.4 Sick Leave	29	
4.5 Compassionate Leave	29	
4.6 Leave Without Pay	30	
4.7 Public Holidays	30	
4.8 Study Leave	31	
4.9 Compulsory Leave/Suspension/Administrative Leave	31	
4.10 Appropriate Tools and Templates		31

SECTION 5: COMPENSATION & BENEFITS ADMINISTRATION		32
5.1 Payment of Salaries	32	
5.2 Taxation	32	
5.3 Job Groups / Grade Levels and Salary Structures	33	
5.4 Acting Allowance	33	
5.5 Employee Benefits	34	
5.6 Appropriate Tools & Template	35	
SECTION 6: MEDICAL & INSURANCE BENEFITS		36
6.1 Medical Insurance Schemes	36	
6.2 Work Injury Insurance Benefits	36	
6.3 Instances of Work Injury	37	
6.4 Appropriate Tools & Templates	37	
SECTION 7: PERFORMANCE MANAGEMENT		38
7.1 Performance Agreements & Job Descriptions	38	
7.2 Performance Appraisals	38	
7.3 Recognition & Rewards	39	
7.4 Promotions	39	
7.5 Progression Within a Scheme of Service / Existing Salary Structure	40	
7.6 Appropriate Tools & Templates	40	
SECTION 8: HUMAN RESOURCE DEVELOPMENT, TRAINING & CAPACITY BUILDING		41
8.1 Human Resource Development	41	
8.2 Organization Initiated Personal Development & Training	41	
8.3 Employee Initiated Personal Development & Training	42	
8.4 Capacity Building	42	
8.5 Bonding Policies		43
8.6 Appropriate Tools and Templates	43	
SECTION 9: GRIEVANCES AND DISCIPLINARY ACTION		44
9.1 Employee Complaints	44	
9.2 Mediation for Aggrieved Employees	44	
9.3 Minor Offences		45
9.4 Misconduct	45	
9.5 Gross Misconduct	46	
9.6 Disciplinary Action	47	
9.7 Appropriate Tools and Templates		47
SECTION 10: SEXUAL HARASSMENT POLICY		48
10.1 Policy Development	48	
10.2 Support to Employees	49	
10.3 Review of the Sexual Harassment Policy	49	
SECTION 11: SEPARATION & TERMINATION OF EMPLOYMENT		50
11.1 Resignation	50	
11.2 Termination of Employment Contract	50	
11.3 Redundancy	50	
11.4 Summary Dismissal	51	

11.5	Separation incase of Death	51	
11.6	Retirement	52	
11.7	Certificate of Service	52	
11.8	Appropriate Tools and Templates		52
SECTION 12: WORKPLACE SAFETY & HEALTH		53	
12.1	Safe Workplaces & Health		53
12.2	Formation of Safety & Health Committees		53
12.3	Risk Assessments	54	
12.4	Safety & Health Concerns of Employees	54	
SECTION 13: HIV/AIDS WORKPLACE POLICY		55	
13.1	Purpose of the CHAK Generic HIV/AIDS Workplace Policy	55	
13.2	Scope of Application	55	
13.3	Key Guiding Principles	55	
13.4	Workplace Programs	56	
SECTION 14: EMPLOYEE WELFARE MATTERS		57	
14.1	Welfare Issues	57	
14.2	Other Employee Matters	57	
SECTION 15: APPROVAL FOR IMPLEMENTATION & DISSEMINATION			59
SECTION 16: APPENDICES (SAMPLE HRM TOOLS & TEMPLATES)		60	
1	Staff requisition form	61	
2	Staff employment contract template	62	
3	Orientation confirmation form	65	
4	Job description template		66
5	Confirmation letter template	67	
6	End of probation assessment form	68	
7	Interviewing tools	69	
8	Personal / bio data forms		70
9	Leave application form	71	
10	Payroll action form	72	
11	Salary adjustment letter template		73
12	Salary structure	74	
13	Accident reporting form	75	
14	Performance appraisal form	76	
15	Promotion letter template	78	
16	Training request form	79	
17	Training needs assessment template	80	
18	Warning letter template	81	
19	Verbal warning record sheet	82	
20	Summary dismissal letter		83
21	Certificate of service	84	
22	Employee clearance form		85
23	Final dues template	86	
24	Training policy which includes bonding policy (AIC Kijabe Hospital)		87

ACKNOWLEDGMENTS

The CHAK Health Facilities Generic Human Resource Management Policy - 2008 was developed through a participatory process by representatives from various CHAK member health facilities and Churches with facilitation and technical assistance from USAID through the IntraHealth Capacity Project.

The CHAK Secretariat would like to thank all those who contributed directly or indirectly to the development of this generic human resource management policy.

The technical working group included representatives from various Churches and member health units who met in May and June 2008 following training in the new labour laws, an overview of human resources management and an overview of the key areas in the health sector HRH strategic plan facilitated by the USAID - Capacity Project.

We wish to thank the churches who sent representatives to support the technical working group. We also wish to thank the Health Systems Strengthening Policy Documents Review Workshop, which was held on 21st – 24th October 2008 in Nakuru for their insight and input to the document.

We appreciate the CHAK Secretariat staff for their support and commitment to ensuring that the technical working group was supported throughout the process of the policy development. CHAK Executive Committee provided the necessary enabling environment for policy development and participated in the draft policy review and its approval. The funds used to support the development of this policy document were provided by CDC through CHF International as part of a wider health systems strengthening project for CHAK.

FOREWORD

Christian Health Association of Kenya is a national ecumenical network of Protestant Churches' health facilities and programmes from all over Kenya. CHAK member network and Secretariat are committed to providing comprehensive and sustainable quality health services to all people in Kenya inspired by the example of Christ of providing compassionate and wholistic services to people in need. As we do so, we desire to be responsible stewards who respect national laws, international conventions, professional ethics and national health sector policies and standards.

Human Resource Management, governance, financial management and sustainability have been identified as the major challenges facing Church health facilities in Kenya. Human resource is the most important pillar or resource in any organization as people either make or destroy an organization. The Church health ministry is a service ministry that largely depends on having on board dedicated, well equipped staff motivated by the mission of the church healing ministry. Human resource consumes the largest proportion of our health facilities' budget which range between 60-70 per cent of our total expenditure.

Church health facilities are largely located in rural remote areas because the main motivation for their establishment was to reach out to communities who were underserved and vulnerable. In the past church health facilities had significant subsidies from Government grants and donor funding from sister churches abroad as well as seconded staff from Government and missionaries. These sources have dwindled over the years leaving the facilities vulnerable and struggling for sustainability.

According to the findings of the situational analysis of Faith Based Health Services vis-à-vis Government services which was conducted in 2007, Church health facilities are faced with serious human resource challenges that include high staff turn over, poor pay, imbalance in the terms as compared to Government health workers, lack of or inadequate human resource policies and lack of career development opportunities. These have resulted in understaffing, work overload, low motivation and poor retention.

In order to strengthen the church health facilities, action must be taken now. CHAK is taking a bold step by providing this comprehensive Human Resource Policy Document which has guidelines and tools for the various procedures in human resource management and development. The document has been developed through an engaging and highly participatory process to ensure that it reflects the HR realities on the ground. We appreciate all those who have contributed and particularly the technical support provided by the FBO HR Manager provided to CHAK by the Capacity Project.

CHAK offers this technical resource to its member health facilities and would be available to support its adoption and implementation. This is a generic policy which should be used to strengthen existing HR policy documents but can also be adopted in full. We are all called upon to be good stewards of the resources, talents and opportunities that God has blessed us with.

Rt. Rev. Joseph Wasonga,
CHAK Chairman

ACRONYMS

AGM	Annual General Meeting
CBA	Collective Bargaining Agreement
CEO	Chief Executive Officer
CHAK	Christian Health Association of Kenya
EXCO	Executive Committee
FBOs	Faith Based Organizations
FKE	Federation of Kenya Employers
HRH	Human Resources for Health
HRIS	Human Resources Information System
HRM	Human Resources Management
ILO	International Labour Organization
JD	Job Description
MEDS	Mission for Essential Drugs and Supplies
MHUs	Member Health Units
MOH	Ministry of Health
MOU	Memorandum of Understanding
NCKK	National Council of Churches of Kenya
NHIF	National Hospital Insurance Fund
NHSSP II	The Second National Health Sector Strategic Plan of Kenya (2005-2010)
NSSF	National Social Security Fund
OSHA	Occupational Safety & Health Act
PAYE	Pay As You Earn
PCMA	Protestant Churches Medical Association
PIN	Personal Identification Number
RBA	Retirement Benefits Authority
WIBA	Work Injury Benefits Act

SECTION 1: INTRODUCTION

1.1 PREAMBLE

The Christian Health Association of Kenya (CHAK) is an Association of Protestant Churches and their health facilities and programs all over Kenya. CHAK was established in the 1930s as a hospitals' committee of the National Council of Churches in Kenya (NCCK) but changed to Protestant Churches Medical Association (PCMA) in 1946. In 1982 PCMA transformed to CHAK with the broader mandate of facilitating the role of Protestant churches in health

CHAK's foundation is drawn from Revelation 22:2, which states as follows: "...on either side of the river stood the tree of life bearing twelve crops of fruit, yielding its fruit every month. And the leaves on the tree are for the healing of the nation."

This reflects that CHAK's foundation is that river of life passing through the nation and on each side, having trees or member health units that produce good fruits and leaves, which in turn provide healing to the sick in our nation. For the realization of its mission, CHAK recognizes and encourages the need for employees of the Secretariat and its member health units to demonstrate this divine mission in word and deed.

As of October 2008, CHAK's membership stood at 480. This includes 25 hospitals, 50 health centers, 337 dispensaries, 18 church health programs and 52 churches and church organizations distributed countrywide.

The Annual General Meeting (AGM) makes major policy decisions and receives reports from the secretariat. An Executive Committee (EXCO) is elected by the AGM to provide oversight to the management by approving human resource and financial management policy matters.

1.2 VISION STATEMENT

"All member health units providing comprehensive and sustainable quality health services to all and witnessing to the healing ministry of Christ"

1.3 MISSION STATEMENT

"To serve and assist member health units in their implementation of the holistic ministry of Christ through planning, advocacy, capacity building, technical support, essential drugs access, medical equipment maintenance, networking, information management, innovative health and HIV and AIDS programmes as well as witnessing for a just and healthy Nation."

A key area of capacity building and technical support is the training and development of human resources for health so as to ensure availability of and optimal utilization of talent within the member health facilities which therefore requires sound and effective human resource management systems to be put in place if CHAK is to realize its mission.

1.4 PURPOSE OF THE CHAK HEALTH FACILITIES GENERIC HRM POLICY

The development of the CHAK Health Facilities Generic Human Resource Management Policy - 2008 is a starting point for FBOs in Kenya towards the achievement of the HRM outputs set out in the NHSSP II (2005-2010), one of which refers to the harmonization of employment schemes between various categories of employers (GOK, NGOs, FBOs)¹. The use of this generic human resource management policy provides opportunity for harmonization of sound HRM practices across CHAK MHUs.

The purpose of this policy is to ensure that there is a consistent, fair and objective way of managing and supervising employees with the overall aim of attracting, maintaining, motivating and developing the right staff. This will ensure MHUs' organizational objectives are and enhance quality health care provision at the member health units.

This policy serves as a reference document for CHAK member health units on what employees need to know regarding their responsibilities and obligations and as a guide for senior management staff in the administration of personnel policies and procedures.

The provisions contained in this document apply in addition to the rules and regulations of the Kenyan Labour Laws (The Employment Act, 2007; The Labour Institutions Act 2007, The Work Injury Benefits Act, 2007, The Labour Relations Act, 2007 and The Occupational Safety & Health Act, 2007) – gazetted on October 26, 2007, and are a confirmation of CHAK’s commitment to respect legislation passed by the Government of Kenya with regard to the rights and obligations of employees in Kenya.

Any additions or amendments to this Human Resource Management Policy will be subject to approval by the Executive Committee.

1.5 HUMAN RESOURCES STRATEGY

‘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.”

In the CHAK Strategic Plan, it is desired that the CHAK secretariat and MHUs will attract, develop and maintain competent and motivated employees. In this regard, the generic HRM policy will be used as a tool to support implementation of strategies and may be revised to meet emerging needs as appropriate.

As a key partner to the MOH, CHAK and its member health units will endeavor to make reference to the Health Sector HRH Strategic Plan, the NHSSP II (2005-2010) and other health sector documents for guidelines on sector wide human resources management issues.

Reference will also be made to HRH related matters initiated by or regulated by professional bodies such as the nursing council, medical boards and other regulatory boards in the health sector.

It is therefore hoped that CHAK member health units in adopting this generic human resource policy will achieve the following outcomes:

- Employees working in CHAK MHUs will be clear on what they are supposed to do, receive timely feedback, feel valued and respected and have opportunities to learn and grow on the job.
- Improved systematic planning to support organizational mission.
- Increased capacity of CHAK MHUs to achieve their goals.
- Clear definition of each employee’s responsibilities and how their roles link to the MHU’s mission and vision.
- Increased equity between compensation & level of responsibility.
- Clear and defined levels of supervision and management support at the MHUs.
- Increased level of performance and efficient utilization of employees’ skills and knowledge at CHAK MHUs.
- Cost savings through improved efficiency and productivity.
- Improved ability of CHAK MHUs to manage change.

1.6 IMPLEMENTATION

Implementation of this generic human resource policy will be based on the guidelines and policy definitions in each section of this document.

Samples of various human resource management administration tools, templates and forms are provided in the appendix section to facilitate implementation by management and users of the generic human resource policy manual (the tools and templates provided can be tailored to suit the specific health facility needs).

To support implementation of this human resource policy, CHAK recommends that each CHAKMHU recruits a human resource officer or assigns a point person to be responsible for the implementation of the human resource management functions particularly where the Member Health Unit has over 50 employees.

CHAK on the other hand is committed to continue to support the implementation process through capacity building, technical support, mentorship, networking and sharing of best practices on human resource management practices among the members.

SECTION 2: INTERPRETATION

2.1 Title

This document shall be referred to as: "CHAK Health Facilities Generic Human Resource Management Policy - 2008".

2.2 Policy

The 'CHAK Health Facilities Generic Human Resource Management Policy' will serve as a generic human resources management policy document for CHAK member health units and will be availed to the management and Churches of member health units as a resource document on human resource management.

This policy will be subject to amendment from time to time through the coordination of the CHAK Secretariat and approval by the EXCO.

2.3 Interpretation

Whenever conflicts arise in the interpretation of this document, the head of the health unit or designee will provide the interpretation in consultation with the CHAK Secretariat when required.

2.4 Responsibility

The application of the regulations contained in this policy document shall be the responsibility of the health unit's CEO²/hospital director or person responsible for the overall management of the member health unit.

The institution- specific human resources management policy will be signed by the board and management of the facility.

2.5 Effective date

This document shall become effective for dissemination and use after approval and adoption by CHAK Executive Committee (EXCO).

2.6 Policy review

The Executive Committee shall approve any amendments to this document at the recommendation of CHAK management and after consultation with users.

The EXCO shall appoint a competent management review committee to amend the CHAK Health Facilities Generic Human Resource Management Policy as needed. The committee shall be made up of the general secretary, members of the management team, selected heads/representatives of member health units and a human resource management specialist.

SECTION 3: RECRUITMENT AND DEPLOYMENT

3.1 Human Resource planning

This is the process through which organizational goals, as put forth in mission statements and business plans, are translated into human resource objectives concerning staffing levels and flow rates and, from these into an integrated set of personnel policies and programs³.

- It is about developing an annual HR plan based on organizational goals.
- It is implemented, evaluated and used for long-range strategic planning.
- It is about 'Having the right people in the right job at the right time'.

3.1.1 Human Resource Planning shall be used by CHAK MHUs to ensure that:

- MHUs are neither over nor understaffed.
- That the right employees are placed in the right jobs at the right time.
- That organizational and environmental change is anticipated and adjusted to with a minimum of cost, and that there is direction and coherence to personnel activities within MHUs.

3.1.2 For effective HR Planning, CHAK MHUs shall establish 3-5 year workforce plans

3.2 Recruitment philosophy

3.2.1 CHAK and its member health units are equal opportunity employers.

3.2.2 Due to the nature and foundation of CHAK and its member health units, most job positions will have a preference for candidates with values and principles reflective of CHAK's vision and mission whose focus is the healing ministry of Christ and therefore apart from competence, Christian Commitment will play a critical role in the recruitment and selection process.

3.3 Categories of employment

3.3.1 Contracted employees

These are employees under a contract of service⁴. They are regular employees and are entitled to benefits stipulated in the employment agreement/appointment letter/employment contract. Permanent employees fall under this category of staff.

3.3.2 Casual employees

These are staff whose terms of engagement provide for payment at the end of each day and who are not engaged for longer periods than twenty four hours at a time. (Employment Act – Act No 11, Part 1). No benefits shall be payable to this category of staff other than the daily wage.

3.3.3 Temporary employees

These are employed on a block basis within a written agreement for a period of less than three consecutive months. These employees are paid based on a daily rate and for actual days worked during the period of employment. No benefits are attached to this employment arrangement (unless specified in the written and signed agreement).

Temporary employees shall be paid at the end of each month or at the end of the task performed whichever is earlier.

3.3.4 Consultancies

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

3.3.5 Seconded employees

These are employees who perform their day to day duties with a CHAK member health facility but are not employed by the health facility. A written document should be prepared by the sending organization and accepted by the host/receiving CHAK health facility for clarity of expectations of the two parties. Seconded employees are expected to abide

by the health facilities' general code of conduct during their tenure at the health facility.

3.3.6 Other categories of employees

Contract of apprenticeships/indentured learnerships (Employment Act 2007 Part 1)

This refers to students on attachment or "internship" and are working with the member health facility. An agreement needs to be prepared and signed to stipulate the roles and responsibilities of the student, the sending institution and the hosting member health unit.

Volunteers and community workers

These staff should not be allowed to work in any CHAK member health unit without a clearly written and signed agreement specifying the nature of involvement by the volunteer or community worker. Such a document would also indicate the party liable for related insurances in case of accidents and other related risks in the premises of the health facility.

Other workers should fall under any of the above mentioned categories and should be handled in line with the specific category.

Each member health facility shall stipulate its specific policy on employees seeking other part-time employment and involvement in other business activities outside of their regular employment with the member health facility.

3.4 Recruitment process

Recruitment⁵ refers to 'the activities undertaken by the organization to attract quality job candidates'.

These are formal systems, monitored and used in all hiring, transfer and promotion decisions and which assure a fair and open process based on candidates' job qualifications.

3.4.1 Recruitment of new personnel is subject to need and availability of funds.

The head of department/hiring manager together with the health facility management will prepare a detailed job description for the position to be filled.

3.4.2 In line with the equal opportunity employment principle, recruitment will be transparent and candidates may be selected from the running file, data banks, and selection agencies or by open advertisements through the most cost-effective and appropriate media.

3.4.3 Candidates for positions below management will be short-listed by an interview panel comprising at least three officers who must include the facility CEO or designee and the line/hiring manager for the position.

3.4.4 Candidates for senior management positions will be short-listed and interviewed by an interview panel comprising of at least four members who must include the Board chairman, treasurer or designates with professional support from external consultants where necessary.

3.4.5 The Interview panel, coordinated by the human resources department/panel secretary will discuss modalities of the interview and agree on the scope of interview questions and rating guidelines beforehand.

3.4.6 The secretary to the interview panel will forward recommendations to the management team for approval and undertake at least three reference checks for the desired candidate, including one from a church leader known to him/her.

3.4.7 The successful candidate will be required to provide original certificates, and a fully completed medical report prior to appointment.

- 3.4.8 The member health facility may reimburse transport expenses to candidates attending interviews.
- 3.4.9 In filling open positions CHAK member health facilities will first seek to match these positions with internal candidates through promotion and transfers. (A position must however exist prior to this consideration)
- 3.4.10 Temporary staff and casuals will be recruited by the head of the hiring department⁶ in consultation with and approval from the CEO. If a similar position has been recently advertised, temporary staff and casuals needed for similar positions should be selected from the existing database of applicants. Temporary staff and casual employees must comply with the organizations' rules and regulations and are required to sign the relevant timesheets / duty rosters to confirm work done and payment made.
- 3.4.11 The length of regular employee contracts will be determined by the health facility management, however all CHAK member health facilities will have a minimum of one year for regular contract employees except for project employees whose contracts will be pegged to the life of the project or as per specific donor requirements.
- 3.5 Content of employee file
- 3.5.1 Staff personal files are confidential and will therefore be securely kept in the human resources department or office designated by the health facility CEO. The following will include the content of the employee personal files:
- Application letters, copies of Curriculum Vitae, academic certificates, confidential letters from referees and copies of practicing licenses and registration documents.
 - Complete and updated personal/bio-data form and passport photograph.
 - Beneficiary and next of kin details.
 - Copies of certified national identity card, and/or passport.
 - Copies of marriage certificate and birth certificates for children (where applicable).
 - Duly signed copy of contract letter, (in signing the contract, the staff member agrees to abide by the terms and conditions of employment).
 - Copy of the current job description.
 - Health certificate/ medical report.
 - Copies of necessary statutory documents (PIN, NHIF, NSSF) and bank details (where applicable).
 - Copies of performance appraisals.
 - Copy of organization's identity card (to be surrendered on termination of employment).
 - Copy of driving license and certificate of good conduct (where applicable).
 - Signed list of organization property and assets assigned to the employee. (to be surrendered on termination of employment unless otherwise documented by the health facility).
 - Work permits for non-Kenyans (where applicable)
 - Records of changes in employee status
- 3.6 General Code of Conduct
- 3.6.1 CHAK member health facilities will have a documented code of conduct approved by the health facility management to guide its employees on matters pertaining to but not limited to:
- The official working days and hours
 - The participation and involvement of employees in spiritual nurture activities such as devotions
 - Demonstration of Christian values by employees in the course of duty
 - Dress code
 - Hospitality and hosting of official guests at the workplace
 - Identification name tags at the workplace

3.7 Confidentiality

- 3.7.1 Employees who by the 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.
- 3.7.2 Similarly, CHAK member health facilities shall not disseminate in like manner any confidential information of an employee without his/her consent except in the case of references or under a condition of the law.
- 3.7.3 For external information sharing, each member health facility will stipulate and inform its employees on the appropriate communication protocol.

3.8 Job description

- 3.8.1 Each employee will have a job description that will detail his/her duties, responsibilities and reporting relationship. Job descriptions will be reviewed from time to time by the supervisor of the position.
- 3.8.2 All job descriptions will indicate the purpose, key responsibilities and the knowledge, skills and abilities required to do the job.
- 3.8.3 Each CHAK member health facility will prepare and update an organizational chart for sharing with all employees so as to enable them to acquaint themselves with reporting relationships within the department, section and the organization as a whole.

3.9 Orientation and induction

- 3.9.1 The human resources department together with the user department in each CHAK member health facility will coordinate and organize for a comprehensive orientation and induction program for all new employees within the first month of employment.
- 3.9.2 The orientation program will include but will not be limited to the following:
- Vision, Mission and Core Values of the organization.
 - Organizational policies, manuals and code of conduct.
 - Signing of employment contract and explanation of the conditions and terms of employment stipulated in the contract agreement by the human resources department or relevant department.
 - Performance expectations and clarification of job description requirements by the supervisor.
 - Physical tour of the workplace and introductions to all other employees.
 - Demonstration on use of relevant equipment.
 - Workplace health and safety and security precautions and briefing as required.
 - Presentation of necessary equipment, uniforms, identity cards and other materials needed to undertake day to day responsibilities and duties.
 - Supporting the enrollment of the employee into the payroll (answering any questions related to taxation and statutory deductions where applicable), pension scheme, Sacco, staff welfare e.t.c.
 - Completion and signing of all relevant forms and documents by the new employee.
 - Logistical arrangements prior to deployment or transfer to workstation (such as transport, accommodation and other related preparations). The amounts for reimbursement of transport and transit related expenses/allowances for employees traveling to the new duty station will be determined and reviewed by each facility regularly and approved by the facility CEO.
 - An orientation checklist should be signed by the new employee at the end of the orientation as a confirmation of having undergone orientation. A copy of the checklist should be kept in the employee's personal file.

3.10 Probation period

- 3.10.1 All new contracted employees will be required to serve a probation period of not less than three months and not more than six months.

- 3.10.2 During the probation period, the employee will be expected to demonstrate suitability for the position before confirmation of employment with the CHAK member health facility.
- 3.10.3 The employee will accrue annual leave during the probation period but will not be eligible to take it until the completion of the probation period. However exceptions may be granted by the CEO for annual leave to be taken on a prorated basis in case of emergencies.
- 3.10.4 The employees will receive 100 percent of their salary and other entitlements as provided for in the employment contract/appointment letter.
- 3.10.5 During the probation period, either party may terminate the contract by giving seven days written notice or by payment of the equivalent salary stipulated for the notice period (i.e. seven days pay)
- 3.10.6 A written probation appraisal will be conducted 14 days before the end of the probation period by the employee's supervisor who will submit a report to the CEO and management team for confirmation approval. (probation appraisal must be discussed with and signed by the employee).
- 3.10.7 A confirmation letter⁷ will be written to the employee following approval of the probation appraisal. (see appendix for sample)
- 3.10.8 In case of an unacceptable probation appraisal rating, the confirmation will not be approved, hence a separation process will be undertaken for the employee. However, in case of an employee serving a probation period of three months, the probation period may be extended for a further period not exceeding three months.
- 3.10.9 Prior to the commencement of the three-month probation extension, the areas of weakness will be discussed with the employee by his/her supervisor and upon satisfactory completion of the extended probation period, the employee will be served with a letter of confirmation. If the performance is still unacceptable, the employment contract will be terminated.
- 3.10.10 An employee's appointment date stands to be the official reporting date indicated in the contract agreement.

3.11 Contract renewal

- 3.11.1 The notice period for non-renewal of contract will be in writing to the supervisor and copied to the human resources department and CEO and will be submitted at least one month in advance for contracted employees or payment of one month will be made in lieu of notice or as specified in the contract of employment.
- 3.11.2 The CHAK member health facility will also be required to provide at least one month's notice to its employees in case the facility does not intend to renew the employees contract or pay one month's salary in lieu of the notice.
- 3.11.3 Contract extensions will be prepared and signed by both parties at least one month before expiry of the running contract.

3.12 Appropriate Tools & Templates (Appendix 1- 8)

- Staff Requisition form
- Staff employment Contract template
- Orientation confirmation form
- Job Description template
- Confirmation letter template
- End of Probation Assessment form
- Interviewing tools
- Personal / bio data forms

SECTION 4: LEAVE MANAGEMENT

4.1 Annual leave

- 4.1.1 All CHAK member health facilities will provide their employees with annual leave of at least 21 working days in a calendar year. The actual leave days applicable must be indicated in an employee's employment contract. (An annual leave allowance will be payable at the discretion of the management)
- 4.1.2 Two weeks of annual leave shall be uninterrupted and will be taken consecutively.
- 4.1.3 Annual leave will be prorated for employees working on contracts that run for less than 12 consecutive months to apportion the actual entitled leave days.
- 4.1.4 Leave management will be a joint responsibility of the employee and the supervisor to ensure that leave taken does not affect the running of the health facility.
- 4.1.5 Annual leave must be approved by the management/supervisor two weeks prior to being taken to allow for necessary preparation using the relevant leave request form as provided by the health facility.
- 4.1.6 The leave requested for must already be 'earned' unless with prior arrangement and approval of the CEO.
- 4.1.7 Unauthorized leave or absence from work will be deducted from annual leave and will be handled within disciplinary considerations.
- 4.1.8 If an employee does not take his/her annual leave, he/she will forfeit half the leave days unless prior arrangements and approvals have been made or the employee has been recalled from leave due.

4.2 Maternity leave

- 4.2.1 All female employees working for CHAK member health facilities will be entitled to maternity leave of three months (90 calendar days) with full pay (Employment Act, 2007, Part 5).
- 4.2.2 Annual leave shall not be forfeited in the year when maternity leave is taken. However, annual leave must be approved prior to being combined with maternity leave.
- 4.2.3 To allow for adequate preparation, maternity leave must be applied for four months before the expected due date of delivery (doctor's confirmation letter will be required).
- 4.2.4 Only the approved and "earned" annual leave can be taken together with maternity leave.

4.3 Paternity leave

- 4.3.1 A male employee will, subject to prior approval based on documentation on employee file and presentation of a copy of birth notification certificate, be entitled to two consecutive weeks of paternity leave with full pay.
- 4.3.2 This leave should be taken within one month of the birth of the child otherwise it will be forfeited.

4.4 Sick Leave

- 4.4.1 This is leave that is taken on account of illness and must be supported by a medical certificate from a registered medical practitioner within two days otherwise it will be deducted from annual leave or respective disciplinary action taken if it is not reported in time to the human resources department, supervisor or relevant authority in the health facility.
- 4.4.2 Employees shall be entitled to sick leave of at least fourteen working days with full pay and thereafter another fourteen working days with half pay in one year.
- 4.4.3 Any additional days required will be charged on outstanding annual leave or granted at the facility's senior management's discretion up to a maximum of six months on half pay after which the employee's contract will be terminated on medical grounds.
- 4.4.4 Records of all periods of sick leave granted to an employee will be kept in his/her personal file for future reference.

4.5. Compassionate Leave

- 4.5.1. Employees will be eligible for compassionate leave of seven working days in a calendar year in case of death of his/her spouse or child and five working days for a brother, sister, a parent or a father/mother in law.

4.5.2 Any additional days required will be taken from the outstanding annual leave.

4.6 Leave without pay (exceptional)

4.6.1 In case of exceptional circumstances, an employee may request to take leave without pay and will only be considered at the discretion of the management of the health facility.

4.6.2 Leave without pay must be approved by the health facility management and requested at least one month in advance and will not exceed a period of three consecutive months.

4.6.3 After two months on leave without pay, the employee must communicate in writing to his/her supervisor his intention to return to duty failure of which will mean official termination of services from the organization at the end of the third month.

4.6.4 All eligible annual leave must be exhausted prior to an employee requesting for leave without pay.

4.7 Public Holidays

4.7.1 All CHAK member health facilities will observe all national or religious holidays that are officially recognized in Kenya. (a list of public holidays will be prepared and shared with employees at the beginning of each year by the human resources department or management.)

4.7.2 During public holidays employees will not be required to work, however due to the nature of work in the health industry, compensatory time off⁸ 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.

4.7.3 CHAK member health facilities shall observe the following Public Holidays in Kenya:

- New Year - January 1
- Good Friday - Determined each year
- Easter Monday - Determined each year
- Labour Day - May 1
- Madaraka Day - June 1
- Moi Day - October 10
- Kenyatta Day - October 20
- Jamuhuri Day - December 12
- Christmas Day - December 25
- Boxing Day - December 26
- And any other day as may be officially announced by the government or gazetted in the course of the year.

4.8 Study Leave

4.8.1 Study leave may be provided to employees at the discretion of the management and will only be applicable after exhaustion of annual leave.

4.8.2 Study leave is intended to support employees for professional advancement in the course of employment.

4.8.3 Prior to approval of study leave, the employee must provide evidence of enrollment in a professional course/ training.

4.9 Compulsory leave/suspension/administrative leave

4.9.1 An employee who has been sent on compulsory leave shall be entitled to full pay for one month and a one month with half pay awaiting completion of investigation as a result of an alleged offence.

4.9.2 If the duration of investigation extends, the employer may terminate salary payment but reimburse the employee if the alleged offence is not proven. The employee shall also be reinstated back to employment.

4.9.3 Any outstanding annual leave shall be forfeited.

4.10 Appropriate Tools and Templates (Appendix 9)

- Leave application form

SECTION 5: COMPENSATION AND BENEFITS ADMINISTRATION

5.1 Payment of salaries

- 5.1.1 Contract employee salaries shall be paid to all employees on or before the last day of the month worked.
- 5.1.2 Salaries shall be paid to employees directly to the bank account provided, by check or in the mode stipulated in the employee contract agreement.
- 5.1.3 Salaries shall be payable less the prevailing statutory deductions and authorized deductions such as:
- PAYE: Pay As You Earn.
 - NSSF: National Social Security Fund.
 - NHIF: National Hospital Insurance Fund.
 - Pension scheme contributions.
 - SACCO Deductions and contributions.
 - Explicit authority from the employee in writing.
 - Other legal deductions that may be applicable to the health facility or employee and or the employee.
- 5.1.4 Each employee shall be issued with a pay-slip indicating all the details of the monthly salary paid and deductions made.
- 5.1.5 Casual employees shall be paid at the end of the day of service or at such intervals as may be agreed between the employee and the health facility. This, however, must be paid based on a daily wage rate.
- 5.1.6 Temporary employees shall be paid at the end of each month and based on actual days worked during the period or on completion of agreed assignment whichever date is earlier.

5.2 Taxation

- 5.2.1 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.
- 5.2.2 There is no exemption from payment of statutory deductions.
- 5.2.3 Consultants and temporary employees are also to be taxed at source in accordance with the prevailing rates of taxation.
- 5.2.4 Wages paid to casual employees are not subject to taxation. (Employer's guide to Pay As You Earn – 2007 edition)

5.3 Job groups/Grade levels and salary structures

- 5.3.1 Each member health facility shall have an equitable and objective salary structure that is subject to review every three to five years.
- 5.3.2 The salary structure should include all the current and anticipated positions in the MHU's long-term strategic plans and strategies.
- 5.3.3 Salary surveys shall be conducted every three to five years to inform the salary review process and to ensure that the facility is able to remain competitive.
- 5.3.4 It is desired that annual salary adjustments are made to reflect changes in cost of living and to recognize performance following an appraisal process. However, salary increments shall be made subject to budget availability and at rates determined by the MHU's management.

5.4 Acting allowance

- 5.4.1 Employees acting for a position that is a grade level or job group higher than the grade in which their current official position lies will be entitled to an acting allowance should they act in the position for at least 30 consecutive calendar days and which will be at least 10 per cent of the employee's current basic salary.
- 5.4.2 The acting allowance rate will be determined by the organization's management and will be subject to review from time to time.
- 5.4.3 Acting allowance will only be payable where there is an official letter appointing the employee to the acting

position and is payable on a monthly basis.

5.4.4 Acting allowance will not be payable beyond six months in which time the position should have been filled.

5.4.5 In case of exceptions, the acting period may be extended on approval by the management/Board.

5.5 Employee benefits

5.5.1 Each member health facility shall have a competitive, reasonable and affordable benefits package for its employees.

5.5.2 Benefits will include but will not be limited to the following and may be consolidated with the employee's salary as may be applicable and appropriate to the health facility:

- House allowance or provision of reasonable housing commensurate with the job group or grade level in which the position falls. The rates for housing allowance will be determined by the health facility management team and will be subject to review from time to time.
- Transport allowance which may include provision of a car or consolidated as part of the employee salary.
- Medical allowance or appropriate medical cover.
- Pension or gratuity as determined in the pension scheme provisions. This must be provided for each contracted employee. The applicable rates will be determined by the organization's management and will not be less than 5 per cent and will not exceed 20 per cent of the employee's basic salary.
- Pension schemes shall be run in compliance with the prevailing retirement benefits regulations.
- Other benefits to be considered for various cadres of staff and that may be unique to certain positions will include hardship allowance, risk allowance and non-practice allowance.
- For harmonious practices across CHAK member health facilities, overtime pay will not be made. However, compensatory time off will be provided to employees on approval by the management.
- Employee loans and advances will not be made to any staff but staff will be supported to join existing cooperatives and SACCOS as necessary.
- Hardship pay or non-monetary incentives will be provided to employees posted to locations nationally recognized as hardship areas at a rate that will be determined by their health facilities.

5.5.3 Travel and business per diems will be determined by each health facility and will be reviewed every two years. They shall be given in case of travel outside of the district of operation on health facility activities.

5.5.4 The rates allowable for the above allowances will be determined and administered by each CHAK member health facility as may be applicable.

5.5.5 The above compensation and benefits provisions apply only to contracted employees.

5.6 Appropriate Tools & Templates (Appendix 10 - 12)

- Payroll Action Form
- Salary Adjustment letter template
- Sample salary structure

SECTION 6: MEDICAL AND INSURANCE BENEFITS

INSURANCE BENEFIT

6.1 Medical insurance schemes

6.1.1 CHAK member health facilities will enroll their contract employees and legal dependants (spouse and children) in an inpatient scheme (including NHIF benefits) up to a limit that will be determined by the member health facility management in consultation with the CHAK secretariat where necessary.

6.1.2 Each member health facility will provide a medical allowance or manage an outpatient medical services scheme for its contracted employees.

6.1.3 Facilities who choose to self-manage their medical schemes are expected to ensure due confidence is adhered to and all employees involved in the administration process will be required to complete and sign confidentiality forms as a commitment to keep confidential matters pertaining to employee health. (form is attached – see

appendix)

- 6.1.4 The limits for outpatient medical services will be reasonable and will be set by the facility management team and will be subject to review from time to time.
- 6.1.5 Where there is limited personnel to manage in-house medical schemes, member health facilities will be required to outsource their medical insurance schemes to an external insurance broker/service providers through a competitive bidding process.
- 6.1.6 Where medical schemes have been out-sourced, the human resources management department at the member health facility 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

- 6.2.1 Work Injury benefits will be handled in line with the Work Injury Benefits Act, 2007 (WIBA).
- 6.2.2 Each member health facility shall 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.
- 6.2.3 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 (in case of death while in service) or in any consolidated insurance scheme that covers both.
- 6.2.4 The limits of insurance cover applicable to all employees shall be in alignment with the prevailing labor laws. (WIBA, 2007)
- 6.2.5 The human resource department will be responsible for facilitating the enrollment process by employees into the group personal and group life insurance scheme.
- 6.2.6 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

- 6.3.1 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.
- 6.3.2 An employee is required to report any accident 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, the injury/accident should be reported by any employee who observed the accident
- 6.3.3 Workplace accidents should be reported to the district labour office within 24 hours of occurrence, either verbally or in writing.
- 6.3.4 All member health facilities shall maintain first aid kits and have a system of monitoring and tracking accidents
- 6.3.5 First Aid training for key staff shall be provided by each member health facility on a regular basis.

6.4 Appropriate Tools and Templates (Appendix 13)

- Accident reporting form

SECTION 7: PERFORMANCE MANAGEMENT

7.1 Performance agreements and job descriptions

- 7.1.1 As a means to enhance accountability and responsibility for performance, each CHAK member health unit shall have a performance agreement system for each employee at the beginning of each financial year or performance cycle or on employment.
- 7.1.2 Both performance agreements and the job description will be required by all member health units.
- 7.1.3 All job descriptions shall be prepared by the technical manager and reviewed by the human resources department
- 7.1.4 All Job descriptions must be signed by the employee and his/her supervisor.

7.1.5 In developing a performance agreement, the employee and supervisor shall set the employee's objectives for the year in line with the MHU's overall objective and employee's revised job description if applicable.

7.2 Performance appraisals

7.2.1 Each member MHU shall have at least one performance appraisal at the end of its financial year for all its employees irrespective of cadre or grade.

7.2.2 All employee annual appraisals shall be in writing and signed by both the employee and his / her supervisor to confirm that the discussion on his/her performance took place.

7.2.3 Performance appraisals shall have clearly defined rating grids and explanations of what the scoring and ratings used stand for to ensure clarity of ratings awarded.

7.2.4 Performance appraisals shall form the basis for member health units' staff training and development plans.

7.2.5 The appraisal process shall be aimed at being a tool to enhance motivation and commitment by providing regular and scheduled opportunities for feedback on performance and discussion of work related problems as well as suggestions for improvement.

7.3 Recognition and rewards

Each CHAK MHU shall develop a system to recognize exceptional performance and may or may not be monetary:

7.3.1 Merit Increment:

- A merit increment refers to a percentage increase on an employee's basic or consolidated salary and which is pegged on an employee's performance.
- The percentage increment for merit shall be determined each year by the health facility's management. Implementation of merit increments will however be subject to the availability of funds.
- Merit increments shall be forfeited for employees who have had at least one documented disciplinary action case over the period in review.
- Merit increments shall only apply to those employees who have served for a period of not less than 12 consecutive months. However in the case of employees serving on an employment contract of less than one year, appraisal will be carried out as at the end of the financial year and the merit increment prorated based on the months worked as at that date.

7.3.2 Other Rewards:

Other rewards for performance may include:

- A one time monetary bonus for exceptional performance,
- Written or verbal commendation to the employee which must be documented and filed in the employee personal file, gift vouchers,
- Recognition awards or trophies,
- Sponsorship,
- Employee of the year awards, etc.

7.3.1 The value to the reward or bonus awarded will not exceed the value of an employee's monthly consolidated salary. Any exceptions shall however, be handled at the discretion of the member health facility management.

7.4 Promotion

7.4.1 In evaluating an employee's qualifications for promotion, the organization shall give emphasis to the employee's merit and ability while, in addition, taking into account his/her experience, work performance, length of service, professional credentials and seniority.

7.4.2 In a case where a section head recommends an employee for promotion in preference to another more senior employee, the departmental head shall submit confidential reports to the management team on both employees indicating their specific qualifications for the promotion and grounds for recommending the employee.

7.4.3 A serving employee who is recommended for promotion to a new position (with new duties and responsibilities and possibly new duty station) shall receive a new job description for the position.

7.4.5 Such a promotion to a new and more senior position shall be subject to the approval of the management and board.

- 7.5 Progression within a Scheme of Service / existing salary structure
- 7.5.1 As described in section 5.3, each member health facility shall have an equitable and objective salary structure that allows for annual adjustments.
- 7.5.2 In adopting an appropriate salary structure/scheme of service, the step approach is recommended as it allows for annual increments where an employee's salary can grow each year subject to meeting of performance objectives.
- 7.6 Appropriate tools and templates (Appendix 14 - 15)
- Sample performance appraisal form
 - Promotion letter template

SECTION 8: HUMAN RESOURCE DEVELOPMENT, TRAINING AND CAPACITY BUILDING

8.1 Human Resource development

- 8.1.1 While human resource management envisages improving the use and performance of the already available workforce, the objective of human resource development is to increase the volume, quality and mix of the workforce in order to address shortages⁹.
- 8.1.2 Although most MHUs benefit from training and capacity building opportunities organized by CHAK, MEDS and the MoH, the responsibility for human resource development lies with the MHU's management as this is critical for sustainability and achievement of organizational objectives to meet emerging and existing health needs of the populations served by the MHUs.
- 8.1.3 This policy only provides guidelines for the management of various training and capacity building needs at the CHAK MHUs.
- 8.1.4 Each CHAK MHU shall be expected to develop its own specific training policy guidelines that will address its employees; continuous professional development and other in-service training arrangements.

8.2 Organization initiated training

- 8.2.1 All MHUs shall develop and maintain an annual training calendar detailing all areas in which its employees will be trained. (for the organization initiated training)
- 8.2.2 The human resources or training department will be responsible for developing and updating the training calendar.
- 8.2.3 Training will involve both in-house and external training.
- 8.2.4 Training opportunities for staff shall be governed by the availability of funds and approval by the management for the employee to undertake the given training.
- 8.2.5 The MHU's management shall approve all employee training programs in consultation with the employee's supervisor.
- 8.2.6 Exceptional cases of full scholarship for long-term training will be approved at the discretion of the member health facility.
- 8.2.7 Training and development supported by MHUs will be those related to the individual employee's main duties and responsibilities
- 8.2.8 Sponsorship and training of seconded or deployed employees needs to be properly communicated to the sending organization prior to the training.

8.3 Employee initiated personal development and training

- 8.3.1 Each MHU shall provide the specific guidelines, provisions, limits and modalities under which employees will access direct support from the institution and any bonding requirements thereof for employee initiated training.
- 8.3.2 In addition the MHU-specific training guideline shall provide for any study leave needed for long-term commitments.

8.4 Capacity building

8.4.1 Each MHU shall establish individual staff development plans which will be subject to review every year. Such plans will address human resource planning and staffing needs.

8.4.2 Capacity building initiatives shall include but not limited to the following activities:

- On the job training.
- Detailed staff orientation and induction program for new employees or employees moving into a new role or location.
- Coaching, mentoring and supervision with the aim of improving capability of carrying out job tasks and responsibilities.
- Support to continuous professional development.
- In-service training programs.
- Task shifting¹⁰ (learning new skills through job rotation)
- Job enrichment (adding more challenging tasks to an existing position)
- Job rotation (allowing staff to work in different departments to gain a broader understanding of the organization)
- Delegation of tasks.
- Personal employee development through informal seminars, talks and open forums.
- Training organized by CHAK, MEDS, MoH and other key partners.

8.5 Bonding policies

8.5.1 Each CHAK MHU shall provide guidelines and policies to govern the bonding of employees supported by the MHU.

8.5.2 Bonding agreements with employees shall be well documented and signed in the presence of a legal witness.

8.6 Appropriate Tools and Templates (Appendix 16 - 17)

- Sample training request form.
- Training needs assessment template.
- Sample training policy which includes bonding policy (AIC Kijabe Hospital) (appendix 24)

SECTION 9: GRIEVANCES AND DISCIPLINARY ACTION

The purpose of this section is to provide guidelines and direction on the management of workplace disciplinary and grievance issues which have a major impact on organizational performance and quality of service delivery which largely depend on the appropriate conduct attitudes and the commitment of the individuals performing the expected tasks.

9.1 Employee complaints

9.1.1 Employees complaints shall first be made to the immediate supervisor verbally in case of work-related complaints.

9.1.2 Complaints related to the employee terms of service should be made directly to the human resources department or equivalent department.

9.1.3 Complaints may or may not be in writing. However, for clarity and follow-up purposes, complaints should be put in writing or in existing questionnaires or employee query forms.

9.1.4 Suggestion boxes should be used objectively.

9.1.5 All complaints should be very specific and should avoid subjectivity. Clear explanations with examples of actual situations must be given when airing a complaint as opposed to generalizations.

9.1.6 All complaints should be responded to within ten days of reporting.

9.1.7 Where there is non-response to an employee complaint after 14 days, the issues shall be taken up by the health facilities management so as to establish the reason for the non-response to an employee's complaint.

9.2 Mediation for aggrieved employees

- 9.2.1 In case of employee complaints about other employees, these should first be reported to the immediate supervisor who should call a meeting between the two employees within one week from the matter being reported.
- 9.2.2 Both parties should be asked to explain their side of the story and notes will be taken by the supervisor/or appropriate point person depending on the issue on the responses from the two employees.
- 9.2.3 The two employees should be given an opportunity to resolve the matter amicably between the two of them.
- 9.2.4 Should the employees mutually agree to resolve the matter on their own, then this should be documented by the supervisor and signed by the employees to confirm that the matter has been resolved by the two employees.
- 9.2.5 Should the employees not resolve the issue on their own, then the matter is to be taken up by the supervisor, the human resources department and representative from the management so as to investigate further on the appropriate steps to be taken.
- 9.2.6 Should the grievances given against a fellow employee be deemed to be a minor offence or gross misconduct, then appropriate action shall be taken.
- 9.2.7 Each MHU shall provide opportunities for employee counseling where required and this could be arranged either directly by the MHU or through its affiliate Church channels.

9.3 Minor Offences

- 9.3.1 Minor offences refer to actions undertaken by a staff and which cause disruption of teamwork and efficiency but are not of a serious nature unless part of a wider pattern of negative or unproductive behavior. Examples of minor offences include:
- Lateness and/or truancy (cunning unauthorized disappearances from the work place).
 - Failure to achieve acceptable levels of performance.
 - Minor cases of carelessness with the organization's property.
 - A verbal warning will be given for minor offences as a first step. Any subsequent acts of minor offences within a period of six months shall be considered to be incidents of misconduct.

9.4 Misconduct

- 9.4.1 This refers to a serious breach of discipline. Examples include:
- Misrepresentation or deliberate omission of facts when obtaining employment
 - Absence from duty without permission. (absence should be reported within 24 hours)
 - Deliberate lack of cooperation with other staff.
 - Failure to follow the organization's standard operating procedures such as personnel, finance, logistics and security.
 - Failure to reach acceptable levels of performance of work as stipulated in the job description or performance agreements where necessary.
 - Failure to carry out legitimate directions and instructions of one's supervisor on matters related to the area of employment or those seen to be part of completion of collective group assignments.
 - Misuse of the organizations financial and non-financial resources.
 - All CHAK MHUs shall be smoke free zones and smoking at the premises shall amount to misconduct.
 - Inappropriate behavior that is injurious to the good standing of CHAK MHUs image and reputation.
 - Drinking or being under the influence of alcohol and illicit drugs during working hours.
 - Any others as may be defined by the specific institution and that are in line with the labour law in force.
- 9.4.2 Cases of misconduct shall result in a first warning letter.
- 9.4.3 Any subsequent misbehavior within the period of the next six months will result in a second and final warning letter.
- 9.4.4 Any further misbehavior shall be considered as gross misconduct.

9.5 Gross Misconduct

9.5.1 Gross Misconduct is a breach of discipline of such magnitude as to warrant an instant dismissal by the Kenyan labour laws. These include areas such as:

- Physical attack on a colleague or client within the work premises.
- Deliberate damage, misuse and abuse to organization's property.
- Theft, fraud, or corruption of any nature and of any scale.
- Falsification of documents
- Behavior that leads to inability to perform duties allocated and specified in the job description.
- Absconding of duty – being out of the duty station without prior approval or communication to the organization within a period of three days.
- Becoming or being intoxicated to the point where an employee renders himself unwilling or incapable to perform his work properly.

9.5.2 Cases of gross misconduct will automatically lead to instant dismissal.

9.6 Disciplinary Action

9.6.1 The CHAK membership embraces the fact that discipline is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance as a corrective mode of action.

9.6.2 No disciplinary action will be taken against an employee until the case has been fully investigated.

9.6.3 At every stage in the process the employee will be advised on the nature of the complaint against him/her and will be given the opportunity to state his/her case.

9.6.4 No employee shall be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty will be dismissal without notice or payment in lieu of notice.

9.6.5 In cases of professional negligence, employees will be handled in line with the relevant professional and regulatory body or council that the employee belongs.

9.7 Appropriate Tools and Templates (Appendix 19 - 21)

- Sample warning letter template
- Verbal warning record sheet
- Sample dismissal letter

SECTION 10: SEXUAL HARASSMENT POLICY

10.1 Development of the policy

10.1.1 CHAK member health facilities will ensure that employees are protected from sexual harassment through ensuring that a policy is developed to guide the steps involved in the reporting of sexual harassment at the workplace.

10.1.2 An employee is sexually harassed if the employer of that employee or a representative of that employer or a co-worker: (Employment Act, 2007 Part II)

- Directly or indirectly requests that employee for sexual intercourse, sexual contact or any other form of sexual activity that contains an implied or express; promise of preferential treatment in employment, threat of detrimental treatment in employment; or threat about the present or future employment status of the employee.
- Uses languet whether written or spoken of a sexual nature
- Uses visual material of a sexual nature; or
- Shows physical behaviour of a sexual nature which directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee that by its nature has a detrimental effect on the employee's employment, job performance or job satisfaction.

10.1.3 Each health facility specific sexual harassment policies shall be developed in line with the prevailing labour

laws and will therefore need the representation of employees from all departments.

10.1.4 The policy statement on sexual harassment shall contain:

- The definition of sexual harassment as specified above.
- A statement that every employee is entitled to:
- employment that is free of sexual harassment,
- that the employer shall take steps to ensure that no employee is subjected to sexual harassment,
- that the employer shall take such disciplinary measures as the employer deem appropriate against any person under the employer's direction, who subjects any employee to sexual harassment
- explaining how complaints of sexual harassment may be brought to the attention of the employer and;
- that the employer will not disclose the name of a complainant of sexual harassment of the circumstances related to the complaint to any person except where disclosure is necessary for the purpose of investigating the complaint or taking disciplinary measure in relation thereto.

10.1.5 Each CHAK MHU shall bring to the attention of each person under the employer's direction the policy statement.

10.2 Support to employees

10.2.1 Sexual harassment at the workplace will be handled confidentially through the support of the MHU management.

10.2.2. Professional counseling and care will be provided for any employees who fall victim to sexual harassment as may be required.

10.2.3 The sexual harassment policy statement of each MHU will include the disciplinary measures to be taken in case of sexual harassment incidences.

10.3 Review of the Sexual Harassment policy

10.3.1 The sexual harassment policy will be reviewed as the need may arise within the CHAK member health facility with support from CHAK Secretariat where applicable.

SECTION 11: SEPARATION AND TERMINATION OF EMPLOYMENT

11.1 Resignation

11.1.1 Resignation is a willful and deliberate decision of the employee to leave employment with or without giving reasons.

11.1.2 Resignations must be done in writing to the immediate supervisor and copied to the human resources department or health unit's senior management representative.

11.1.3 Resignation letters should be written and submitted within the allowable notice period as stipulated in the employment contract of an employee or employee will be required to pay salary in lieu of the stipulated notice period.

11.2 Termination of Employment Contract

11.2.1 All CHAK MHUs shall clarify in the employment contracts that termination of employment contract may occur based on either party giving adequate notice or pay in lieu of notice.

11.2.2 In case of termination of contract, an employee will be required to complete a clearance form to confirm handing over of all items and documentation that have been in his care during employment with the CHAK member health facility prior to receiving of final benefits.

11.3 Redundancy

11.3.1 Redundancy refers to the termination of services outside the regular stipulations of the employment contract of an employee.

11.3.2 It arises when there are structural changes causes existing positions to be rendered redundant or inactive.

11.3.3 The result of this is that existing employees are retrenched and their services are no-longer required by the

health facility.

11.3.4 In case of redundancy, the employer / health facility shall inform all affected employees in writing on the anticipated redundancies.

11.3.5 The employer shall ensure that final dues are prepared for the employee which shall include:

- Severance pay of 15 days pay for every year worked
- Payment of unused leave, calculated at the rate of a daily wage per day.
- Pension or pension equivalent inline with the RBA regulations.
- Any other dues that the health facility may owe to the employee.
- All the above less any outstanding dues owing from the employee.

11.4 Summary Dismissal

11.4.1 This occurs in case of gross misconduct and the employee is discharged from his/her duties immediately without notice.

11.4.2 In case of summary dismissal, the labour law requirements must be fulfilled hence payment of the employee salary and benefits up-to the date of dismissal.

11.4.3 Prior to summary dismissal, the employee should be informed of the decision and expected to clear immediately from his duties.

11.4.4 In case of summary dismissal, the member health facility will be required to inform the local labour office on the decision within seven days.

11.4.5 Summary dismissal must be done in writing and reasons provided for the summary dismissal.

11.5 Separation in case of Death

11.5.1 In case of the death of an employee, the organization will notify the relevant life insurance where applicable to ensure that the employee's Group Life Benefit (where applicable) is processed.

11.5.2 All employees shall be required to complete and update the list of beneficiary forms which should be used to process their final dues in case of death while in service.

11.5.3 A clearance form shall be completed by the human resources department detailing clearance details of the deceased employee.

11.5.4 A copy of the death certificate shall be kept in the file of the employee.

11.5.5 CHAK member health facilities may provide additional support to the dependants of the deceased based on set limits and inclusions.

11.6 Retirement

11.6.1 The general retirement age in Kenya is currently 55 years.

11.6.2 CHAK member health facilities shall respect the retirement age and will support employees to prepare for retirement through various programs and training on retirement planning.

11.6.3 At retirement age, employees shall receive their final dues and pension/gratuity dues in line with the pension scheme rules or the applicable gratuity due if the employee was in a gratuity plan.

11.6.4 In case of scarce skills, employees who have achieved the age of 55 may be re-hired or have his/her contract extended on a need basis for specific tasks as shall be determined by each individual member health unit.

11.7 Certificate of Service

11.7.1 Every employee shall be given a Certificate of Service upon leaving employment, provided he/she has served for a continuous period of not less than 4 consecutive weeks.

11.7.2 The Certificate of Service shall be issued to an employee upon obtaining a clearance certificate.

11.7.3 The Certificate of Service shall contain the following details:

- Name of the employer and the registered office.
- The name of the employee.
- The date when the employment commenced.

- The nature and usual place of employment.
 - The date when the employment ceased.
 - Any other particulars that may be deemed relevant.
- 11.8 Appropriate Tools and Templates (Appendix 22- 24)
- Sample certificate of service
 - Sample clearance form
 - Sample calculation of final dues template

SECTION 12: WORKPLACE SAFETY & HEALTH POLICY

12.1 Safe Workplaces & Equipment

- 12.1.1 The CHAK membership is committed to ensuring a safe and healthy working environment for its workers and one that is compliant with the prevailing Occupational Safety and Health Act, 2007 (OSHA).
- 12.1.2 Appropriate uniform and protective gear shall be provided to selected cadres of employees as required and determined by the management.
- 12.1.3 Each CHAK MHU shall provide and maintain plant, systems and procedures of work that are safe and without risks to health.
- 12.1.4 In addition to general cleanliness and provision of uniforms to selected cadres of employees, a safety and health committee shall be established to ensure health and safety matters are appropriately handled and coordinated.
- 12.1.5 Each MHU shall ensure that every person employed participates in the application and review of safety and health measures.

12.2 Formation of Safety and Health Committees

- 12.2.1 Each MHU shall establish a safety and health committee at the workplace in accordance with regulations prescribed in the OSHS Act, 2007 such as:
- Where there are twenty or more persons employed at the workplace; or
- 12.2.2 In compliance to this requirement, each member health facility shall on an annual basis select a safety and health committee of at least three members who shall meet on a quarterly basis to coordinate health and safety matters affecting the health facility.
- 12.2.3 Meeting minutes shall be documented and shared with other employees. The committee shall be responsible for:
- Coming up with the health and safety training needs of the staff at the member health facility.
 - Developing and updating a list of safety equipment.
 - Organizing and coordinating employee training on health and safety equipment.
 - Arranging for and coordinating for health facility safety audits.
 - Keeping copies of workplace accident reports and following up with the relevant consultants or experts the causes of reported accidents.
 - Shall be responsible for the development and publishing of workplace safety instructions, posters and bulletins.

12.3 Risk Assessments

- 12.3.1 Each CHAK MHU shall on an annual basis carry out appropriate risk assessments in relation to the safety and health of persons employed by a safety and health advisor.
- 12.3.2 On the basis of these results MHUs shall 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 MHU are safe and without risk to health and comply with the requirements of safety and health provisions in the OSHA Act, 2007.
- 12.3.3 Every MHU shall send a copy of a report of risk assessment carried out under the OSHA Act to the area

occupational safety and health officer.

12.3.4 In line with the OSHA Act, 2007, every MHU shall 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.

12.4 Safety & Health Concerns by Employees

12.4.1 The MHU shall not dismiss an employee, injure the employee or discriminate against or disadvantage an employee in respect of the employee's employment, or alter the employee's position to the detriment of the employee by reason only that the employee —

- (a) makes a complaint about a matter which the employee considers is not safe or is a risk to his health;
- (b) is a member of a safety and health committee established pursuant to this Act; or
- (c) exercises any of his functions as a member of the safety and health committee.

SECTION 13: HIV/AIDS WORKPLACE POLICY

13.1 Purpose of the CHAK Generic HIV/AIDS Workplace Policy

The purpose of the CHAK HIV/AIDS workplace policy is to provide a comprehensive and policy-driven framework to address HIV and AIDS in its MHUs, so as to minimize its socio-economic impact as well as promote Christian love, compassion and acceptance of all persons, irrespective of their health status. Its adoption and subsequent implementation by MHUs shall facilitate a consistent and equitable approach to the prevention, management and care of HIV and AIDS among all employees and their dependents.

13.2 Scope of Application

- a) All member Churches and MHUs may partially or fully adopt this policy as a basic framework for the implementation of a comprehensive work place programme in their respective facilities, provided that their revised policy does not conflict with Christian values, existing national laws, international human rights instruments as well as national policies, standards and guidelines on HIV and AIDS.
- b) Once adopted by a MHU, this policy shall apply to all its employees irrespective of their cadre, and shall form part of their contract of employment.

13.3 Key Guiding Principles

The HIV/AIDS work place policy has been developed in accordance with key guiding principles derived from existing national laws, international human rights instruments as well as national policies, standards and guidelines on HIV and AIDS. These guiding principles are as follows:-

- a) Recognition of HIV and AIDS as a work place issue
- b) Non-discrimination
- c) Gender responsiveness
- d) A healthy work environment
- e) Social dialogue
- f) Greater involvement of PLWHIV
- g) Screening for purposes of exclusion from employment
- h) Confidentiality
- i) Continuation of employment
- j) Prevention
- k) Care and support

13.4 Workplace Programs

13.4.1 Each CHAK member health facility shall have HIV/AIDS workplace programs that are consistent with their HIV/AIDS workplace policy.

13.4.2 All Employees shall be involved in the development of HIV/AIDS workplace programs to ensure involvement and participation.

13.4.3 CHAK MHUs shall make reference to the CHAK generic HIV Aids Workplace policy in addressing

workplace HIV/AIDS matters.

13.4.4 As part of the support to CHAK member health facilities, the CHAK secretariat shall coordinate the review of the generic HIV/AIDS workplace policy from time to time and support the development of workplace programs being developed by the health facilities.

SECTION 14: EMPLOYEE WELFARE MATTERS

14.1 Welfare Issues

14.1.1 Each CHAK MHU shall have a staff social welfare to support emerging employee welfare issues.

14.1.2 Social welfare teams shall be coordinated by a committee whose duties should be clarified and documented.

14.1.3 Duties and roles of the members will be clearly documented in the social welfare by-laws.

14.1.4 All member health facility staff are encouraged to join existing staff welfares and make the necessary contributions so as to benefit from the welfare support.

14.1.5 Employee welfare will address but not limited to matters such as:

- Death or terminal illness of close family member.
- Celebration of the birth of a child.
- Wedding celebration and other celebrations as may be determined by the members of the staff social welfare.
- Other opportunities for personal developments such as organizing of health talks, personal investment talks among others and as determined by the social welfare.

14.2 Other Employee Matters

14.2.1 Each member health facility shall provide spiritual nurture opportunity for employees through regular devotions and organization-wide fellowship.

14.2.2 Each member health facility shall ensure that all new staff shall be oriented on the expectations and requirements to participate in corporate prayer and devotion.

14.2.3 All employees of CHAK member health facilities shall be expected to reflect the positive image of the CHAK member health facility and owning church.

14.2.4 All employees of CHAK member health facilities will be required to reflect an image of integrity and shall avoid all forms of conflict of interest.

14.2.5 Any possible conflict shall be declared to enable the employee not participate in an activity where his judgment may be influenced by the potential conflict of interest.

14.2.6 Any employee shall disclose his/her intentions to vie for political elections, at least six months before the

date of such an election or as stipulated in the health facility guidelines otherwise the employment contract may be terminated by the employer.

SECTION 15: APPROVAL FOR IMPLEMENTATION

The CHAK Health Facilities Generic Human Resource Management Policy was approved for use and dissemination by EXCO meeting on the 19th Day of November 2008.

SECTION 16: APPENDICES (HRM TOOLS & TEMPLATES)

In order to facilitate and support the implementation of the CHAK generic human resource policy, various human resource management tools and templates have been provided.

The human resource management tools and templates provided have been created by the USAID-Capacity Project as part of their support to the FBOs in the health sector in Kenya.

The tools and templates can be tailored to suit the specific MHU needs.

APPENDIX 1

SAMPLE STAFF REQUISITION FORM

To be Filled by the Hiring Department:

Title of Position to be filled: ----- (Attach job description)

Category of Employee: Casual / Regular Employee / Temporary Employee / Other (specify)

REQUESTED BY: (Name / Position & Signature of department head)

----- Date: -----

Position needed by: ----- (give expected reporting date of incumbent)

Duration of Employment: To be hired from: ----- to -----

To be Filled by HR Department:

Job Group / Grade Level for the position: ----- Salary Range: -----

HR Manager / designee's Signature ----- Date: -----

CHECKED BY:

Name/Position & Signature of Person Responsible for Financing/budgeting:

----- Date: -----

POSITION APPROVED FOR HIRE BY:

Name & Signature of CEO/Designee: ----- Date: -----

APPENDIX 2

SAMPLE EMPLOYMENT CONTRACT TEMPLATE (to be done on organization's official letter head)

Name of Employee
Permanent Address
Date of Birth & Sex

Date

Dear (Name of Employee)

RE: EMPLOYMENT CONTRACT / LETTER OF APPOINTMENT

On behalf of (Name of organization), I am pleased to offer you appointment to the position of (Title of the position) effective (date of commencement) and ending (last date of contract) (if open ended then end at effective date)

You will report to the (title of supervisor) and will be based in (location of position).

Your status will be (category of employment eg Contract Employee ie any employee to be hired for at least three months period) and you will be subject to all policies applicable to this category of employees as outlined in the human resources policy manual in force.

Your responsibilities will be outlined in a job description which will be given to you by your supervisor and may be reviewed from time to time.

The terms and conditions of your employment

- 1) Your working hours will be from (give the duration eg 8:00 am to 5:00pm with a one hours break)
- 2) Your monthly salary will be (amount in Kshs) which includes (indicate if this is consolidated or if there are other allowances attached to the position- these should be named here)
- 3) You will be entitled to any other allowances and benefits that are outlined in the human resource policy manual which is subject to review from time to time.
- 4) Your salary will be payable on or before the end of each month worked and will be payable to you through (specify mode of payment eg bank account, cash, check etc)
- 5) You have been placed in job group / grade level (details of the job group/grade level)
- 6) You will be entitled to (give entitled number of annual leave days) annual leave days every 12 consecutive months. These will be calculated on a pro-rata basis for contracts that run for less than 12 months.
- 7) You will be entitled to (give entitled number of sick leave) sick leave day every 12 consecutive months. These will be calculated on a pro-rata basis for contracts that run for less than 12 months.
- 8) As a regular contract employee you will be eligible to join the existing pension scheme and the organization shall contribute (%) of your basic salary each month. (if applicable – if on gratuity arrangement, specify the % and when payable to the employee)
- 9) You will be on (no of months) months probation period after which your performance shall be assessed and confirmed based on satisfactory performance. During your probation you or the organization may terminate the employment contract by giving at least (notice period) or pay in lieu of notice.
- 10) Either party may terminate this employment contract by giving (give number of months notice required – usually one to three months notice) months notice or equivalent pay in lieu of notice.
- 11) You will be required to safe guard all organizational property assigned to you or in your custody during your employment tenure with the organization and you will be expected to hand over the same to your supervisor or concerned department on separation from the organization.

- 12) During your employment and after separation from the organization, you will not divulge to any unauthorized person(s) any of the organization's confidential information.
- 13) These terms and conditions of employment will be subject to the human resource policy manual of the organization and in case of any inconsistencies between the terms of employment described in this letter and the human resource policy manual, then the terms described in the human resource policy manual in force shall apply.
- 14) (insert name of the facility) is a Christian/Church organization with a mandate to serve in the healing ministry of Christ. Therefore, you confirm by signing this agreement that you will observe personal conduct compatible with Christian principles and a high standard of professional ethics at all times.
- 15) This agreement will be voidable if the work of (insert name of institution) to which you have been employed is discontinued through force majeure¹¹
- 16) If you accept the offer on the terms and conditions of this employment contract, please sign below and return it to the human resources department or Institutional Head (whichever is applicable to the health facility).
- 17) If this contract is not accepted in its entirety within 30 days from the date of this letter, it will be deemed revoked. (This letter will not be deemed accepted until it is signed by both parties and received by the human resources department)

On behalf of (insert name of facility) I take this opportunity to welcome you and we look forward to a mutually satisfying assignment.

Yours sincerely,

Name of the Head of the Institution
Title of the head of the Institution

I understand and accept the terms and conditions as stated in the above employment contract and the human resources policy manual.

(insert name of the employee)

Date

APPENDIX 3

SAMPLE ORIENTATION CONFIRMATION FORM

I (insert name of the employee) confirm that following my employment with (insert name of institution) on (insert date of employment) have undergone orientation and induction in the following areas and therefore understand my obligations to the organization (tick as appropriate)

Area for Induction	Tick appropriate after orientation
Vision, Mission & Core Values of the Organization	
Job Description & Performance Expectations from Supervisor	
Terms and conditions of employment outlined in the employment contract & human resource policy manual	
Departmental policies and regulations	
Completion of bio-data form (personal information) and submission of required document copies.	
Demonstration of any equipment that will be used by the employee while executing his/her duty	

Signed by:

_____ (insert name of employee)

_____ Date

Received by:

_____ (insert name of Officer receiving the form)

_____ Date

(Copy should be kept in employee personal file)

APPENDIX 4

SAMPLE JOB DESCRIPTION FORMAT

JOB DESCRIPTION (JD)

(insert name of department within the facility of the facility name)

Title:	Department:	Reporting to: (insert title of the supervisor for the position)
Date Prepared:	Revised: (to be used incase the position has been revised but the JD existed before)	Job Group /Level/Grade:

PURPOSE

(in this part, indicate a summary of what role the position plays in achieving the organization's overall goals.)

KEY RESPONSIBILITIES(in this section, indicate the specific tasks in bullet / number form that the employee will be expected to undertake)
(The tasks should be very well spelt out and clear and preferably should be written in measurable terms to aid performance appraisal process)**KNOWLEDGE, SKILLS & ABILITIES**

- (state which qualification is required for the job eg degree, diploma, certificate etc)
- (state the kind of prior experience required for the job and the length of that experience)
- (state the specific skills needed eg computer proficiency, report writing, counseling, etc)
- (state the abilities and behavioral traits to be demonstrated by the job holder eg; ability to multi-task, paying attention to detail, meet deadlines, team player, sensitive to the affiliate Church ethics etc).

Accepted by: _____

(insert name of employee)

Date _____

APPENDIX 5

SAMPLE CONFIRMATION LETTER (to be done on letterhead)

Name of the Organization
P.O. Box

Date

Name of the Employee
Department

Dear (Name of the Employee),

RE: CONFIRMATION OF EMPLOYMENT

On behalf of the organization, am pleased to let you know that following your successful probation assessment, you have now been confirmed in the position of (title of the position)

All other terms and conditions in your employment contract/appointment letter remain unchanged.

Yours Sincerely,

Name of the Head of HR or designated person or CEO (as applicable)

APPENDIX 6

SAMPLE END OF PROBATION ASSESSMENT FORM

NAME OF EMPLOYEE: -----

POSITION /TITLE: -----

NAME OF SUPERVISOR: -----

POSITION /TITLE: -----

DATE OF HIRE: -----

PROBATION PERIOD END DATE: -----

AREA FOR ASSESSMENT	SUPERVISOR'S COMMENTS	EMPLOYEE'S COMMENTS	OVERALL RATING (rating should be defined)
Job Description Areas (list and rate each key area of the job description)			
Attitude (list desired characteristics for the position)			
Interpersonal Skills (list required expectations)			
Other (specify areas for rating)			
TOTAL SCORE			

Supervisor's recommendation: Confirm/Not to be confirmed/Extend probation period

Signature / Date: _____

Supervisor's Supervisor Approval: _____

Signature / Date: _____

Employee's Signature/Date: _____

APPENDIX 7

INTERVIEWING TOOLS – Sample Interview Score Sheet

POSITION: -----

DATE OF INTERVIEW: -----

NAME OF CANDIDATE: -----

QUESTIONS (sample questions)	INTERVIEWER'S COMMENTS	RATING (1 – 5) 1 – Very little shown, 2 – Below expectation, 3 – Good, 4 – Very good 5 – Exceptional
What are you currently doing with yourself?		
What is your experience in program fundraising, work planning and management?		
Briefly tell us what it is that motivated you to apply for this position?		
Technical questions related to the position in question.		
What has been your interaction with the Church? How has this influenced your productivity/effectiveness at work?		
What is your salary expectation for this position?		
Candidate's General Demeanor (personality, communication style and impact on others)		
TOTAL SCORE		

Overall comments and recommendations:

Name of interviewer and signature: -----

APPENDIX 8

SAMPLE PERSONAL / BIO-DATA FORM

INFORMATION	PARTICULARS	COPY AVAILABLE? Y/N/NA
Surname		
Other names		
ID /passport No		
PIN NO		
NSSF NO		
NHIF NO		
Driving License (where applicable)		
Certificate of good conduct (where applicable)		
Professional license No. (Where applicable)		
Telephone number		
Personal postal address		
Place of residence		
Name of spouse (Where applicable)		
Name of children (where applicable)		
Next of kin		
Address & phone number of Next of kin		
Beneficiary details of organizational dues incase of death while in service	Name/Contact/Phone/ID or Passport No/ %age of proceeds:	
Blood group		
Special needs (incase of disability) Other details (specify)		

I confirm that the above information is true and correct and I will take responsibility to inform the organization incase of any changes that may arise.

Signed by the Employee /Date: -----

APPENDIX 9

SAMPLE LEAVE APPLICATION FORM

Name of Applicant & Employee No: _____

Position/Department/Location: _____

I wish to apply for _____ days of Annual/Sick/Study/Maternity/Paternity/Compassionate/Leave without Pay/Other (specify) _____ (circle the appropriate leave applied for) _____

To be taken from: _____ to _____ (both dates inclusive).

While on leave my contact address and telephone number is _____

To be filled by the Human Resources Department:
Leave balance brought forward from previous year:

Current year's leave: _____

Leave Taken to date: _____

Leave Applied for: _____

Leave Days Outstanding: _____

Supervisor's Approval: _____

This is to confirm that the above leave has been approved/disapproved (circle as appropriate)

If disapproved give comments: _____

Signed: _____

Name of Supervisor: _____

Date: _____

Head of Department/CEO's Signature / Date: _____

APPENDIX 10

SAMPLE PAYROLL ACTION FORM

(Used to facilitate communication of new information affecting salaries and other payroll related adjustments)

Name of Employee & Employee or Payroll No: _____

Position & Grade level/Job Group: _____

Payroll Action Requested (tick appropriate payroll request): _____

Payroll Action Requested:	Documentation Required	Confirmation of availability of documents (signed by payroll officer)
Include new employee to payroll	Copy of signed contract	
Change of Salary	Copy of duly approved salary adjustment letter eg promotion letter with new salary details	
Request to Make direct salary deductions	Copy of relevant letter eg SACCO request letter, signed letter from employee requesting deduction	
Payment of other additional benefits	Copy of relevant authorization letter needed	

Payroll Request Reviewed by: _____

Signature / Date: _____

Head of the Finance or Payroll department

Approved by: _____

Signature / Date: _____

CEO/Designee

APPENDIX 11

SAMPLE SALARY ADJUSTMENT LETTER TEMPLATE (to be done on letterhead)

Name of the Organization

P.O. Box

Date

Name of the Employee

Department

Dear (Name of the Employee),

RE: SALARY ADJUSTMENT LETTER

On behalf of the organization, am pleased to let you know that following your successful performance appraisal where you scored (insert overall rating of employee), you have been awarded a salary increment of (insert percentage increment) assessment.

Your new salary effective (insert effective date of new salary) is (insert new salary amount) Kshs.

All other terms and conditions in your employment contract/appointment letter remain unchanged.

Yours Sincerely,

Name of the Head of HR or designated person or CEO (as applicable)

APPENDIX 12

SAMPLE SALARY STRUCTURE¹² (assuming 10 Grade levels)**Sample Step Approach Salary Structure:**

Job Group / Grade level	Step 1 (Min) (000)	Step 2 (000)	Step 3 (000)	Step 4 (000)	Step 5 (Mid Point) (000)	Step 6 (000)	Step 8 (000)	Step 9 (000)	Step 10 (Max) (000)
1	135.00	141.75	148.13	154.42	160.60	166.22	172.04	177.63	182.96
2	97.00	101.85	106.43	110.96	115.39	119.43	123.61	127.63	131.78
3	75.00	79.13	83.08	87.24	91.16	95.04	98.84	102.30	105.88
4	53.00	56.45	59.97	63.57	67.23	70.59	74.29	77.64	80.94
5	37.00	39.59	42.16	44.80	47.49	50.22	52.73	55.23	57.72
6	25.00	26.88	28.76	30.70	32.69	34.65	36.65	38.66	40.60
7	17.50	18.90	20.36	21.89	23.48	25.12	26.88	28.49	30.20
8	11.50	12.65	13.79	14.89	16.16	17.55	18.86	20.18	21.50
9	7.50	8.33	9.16	9.98	10.86	11.80	12.75	13.71	14.66
10	5.00	5.60	6.16	6.78	7.45	8.20	8.94	9.74	10.52

NB: The figures used above don't represent any existing structure but has been used to illustrate the spacing in a step approach grading structure using arbitrary figures and assuming a minimum salary of 5,000Kshs.

Developed by: D. M. (USAID - Capacity Project - Kenya Program)

APPENDIX 13

SAMPLE ACCIDENT REPORTING FORM (copy should be placed in employee file and reported to the appropriate labour office)

Name of Employee/Employee Number of employee who has had an accident:

This is to confirm that on the ----- day of ----- at -----am/pm

I was involved in a accident while working at the ----- department.

The nature or the accident was: (describe the nature of accident and actions taken:

Information delivered by:

Name/ Signature & Date: _____

Name/Signature & Date of employee's signature:

APPENDIX 14

SAMPLE PERFORMANCE APPRAISAL FORM

EMPLOYEE PERFORMANCE APPRAISAL TOOL

Name	
Current Position	
Dept/facility	
Period Of Assessment	
Name Of Appraiser	
Appraiser Title	

Rating Scale

- 5 Consistently exceeds expectation (exceptional performance)
- 4 Meets expectations and sometimes exceeds expectation
- 3 Meets expectation
- 2 Meets expectation but occasionally does not meet expectations.
- 1 Consistently does not meet expectations

PART A) TECHNICAL ASSESSMENT (Based on Job Description)

Work Objective / Job Description Responsibility	1	2	3	4	5	Comments
1						
2						
3						
TOTAL SCORE						
Average Score (out of 5)						

PART B) OTHER CAPABILITIES

Attributes	1	2	3	4	5	Comments
1 Collaborates with team members to accomplish department / organizational goals.						
2 Participates actively in team activities both external and internal.						
3 Represents the desired image of the organization to internal and external stakeholders.						
4 Communicates effectively and appropriately to various clients (internal & external)						
5 Demonstrates Christian values in both work and life.						

Attributes	1	2	3	4	5	Comments
6 Demonstrates transparency and integrity in dealings with both internal and external clients.						
7 Willingness to acknowledge and learn from own and others mistakes						
8 Ability to work without supervision						
9 Demonstration of self motivation, drive and initiative						
10 Self Management; ability to manage time, personal temperaments and impact on others.						
Total Score (out of 50)						
Total Average Score (out of 5)						

Part c) general remarks (Comments on the extreme scores)

Appraiser:

Employee:

PART D) OBJECTIVES/RECOMMENDATIONS FOR THE NEXT PERIOD

Objective/Recommendation	To be accomplished By:	Resources Required:

Appraiser’s signature/Date: _____

Employee’s signature/Date: _____

HR Manager / Appraiser’s Supervisor’s Signature/Date: _____

* Current JD / Performance Agreement should be attached to this form.

APPENDIX 15

PROMOTION LETTER TEMPLATE (Should be done on organization's official letter head)

Name of the Organization

P.O. Box

Date

Name of the Employee

Department

Dear (Name of the Employee),

RE: PROMOTION

On behalf of the organization, am pleased to let you know that you have been promoted from the position of (insert title of current position) to the position of (insert title of new position) reporting to (insert title of the new supervisor) effective (insert effective date of promotion) .

Your new salary effective (insert effective date of promotion) will be (insert new salary). You have been placed in (insert job group/grade level).

You will receive a copy of your new job description from your new supervisor.

I take this opportunity to congratulate you on this promotion and wish you all the best as you progress in your career with us.

All other terms and conditions in your employment contract/appointment letter remain unchanged.

Yours Sincerely,

Name of the Head of HR or designated person or CEO (as applicable)

APPENDIX 16

SAMPLE TRAINING REQUEST FORM

Name of Applicant & Employee No: _____

Position/Department/Location: _____

I wish to apply for support in the _____ training program organized by: _____
_____ (name of institution)

The training program runs from: _____ to _____

To be filled by the Human Resources Department:

Training and development needs identified in the last performance appraisal

Cost of requested training _____ (attach fee structure & admission letter)

Amount payable by the organization _____ (as per training policy in force)

Amount Requested for _____

Amount Approved _____

Supervisor's Approval _____

This is to confirm that the above training request has been approved/disapproved (circle as appropriate)

If disapproved give comments _____

Signed _____

Name of Supervisor _____

Date _____

Head of Department/CEO's Approval Signature / Date:

APPENDIX 18

SAMPLE WARNING LETTER TEMPLATE

(Should be done on organization's official letter head)

Name of the Organization
P.O. Box

Date

Name of the Employee
Department

Dear (Name of the Employee),

RE: WARNING LETTER

Following the (indicate reference to prior verbal warning/s) warning, this letter comes as a final warning of the described act of misconduct.

In line with the current human resource policy (indicate clause), please note that a repeat of the same act of misconduct will result in termination of your employment contract with (insert name of the health facility).

It is our hope that you will reconsider this action of misconduct and immediately work on addressing the highlighted misconduct and begin to demonstrate the expected standards and obligations of the organization.

Yours Sincerely,

Name of the Head of HR or designated person or CEO (as applicable)

APPENDIX 19

SAMPLE VERBAL WARNING RECORD SHEET (copy to be kept in employee file)

This is to confirm that I _____ (name of the supervisor) held a verbal discussion with _____ (name & title of employee) regarding his conduct on (date) as a verbal warning on his _____ (state conduct issue discussed)

Signed and Confirmed: _____

Supervisor's Signature & Date: _____

Employee's Signature & Date: _____

APPENDIX 20

SAMPLE SUMMARY DISMISSAL LETTER (should be done on official letter head)

Name of the Organization
P.O. Box

Date

Name of the Employee
Department

Dear (Name of the Employee),

RE: SUMMARY DISMISSAL LETTER

Following the demonstration of gross misconduct by (describe the nature of misconduct), this is to inform you that the organization has decided to summarily dismiss you with immediate effect in line with the current human resource policy manual clause (insert the appropriate clause).

In line with your employment letter dated (insert date of employment letter), you are required to handover with all organizational property under your custody to your supervisor and to complete the attached clearance form.

You will be paid your salary and dues up-to and including the date of this letter when your summary dismissal comes into effect.

Yours Sincerely,

Name of the Head of HR or designated person or CEO (as applicable)

APPENDIX 21

SAMPLE CERTIFICATE OF SERVICE

(Should be done on organization's official letter head)

Name of the Organization

P.O. Box

Date

TO WHOM IT MAY CONCERN

Dear (Name of the Employee),

RE: CERTIFICATE OF SERVICE – (Insert Name of Employee)

This is to confirm that Mr/Ms (insert full names of employee) of ID/Passport No (insert ID/Passport No) was an employee of (insert name of the MHU).

He/She worked with our organization from (insert employment start date) to (employment end date) in the position of (insert title of current position and any other prior positions held) and was based in (insert location or department under which the employee worked) .

Yours Sincerely,

Name of the Head of HR or designated person or CEO (as applicable)

APPENDIX 22

SAMPLE EMPLOYEE CLEARANCE FORM

Name Of Separating Employee: _____

Position On Separation: _____

Date Of Employment: _____

Last Date Of Employment: _____

List of Items under employee's Custody	Condition of Organizational Property	Signature of Officer receiving the items	Comments by Management

This is to certify that the above employee has completed his clearance process with the organization and his final dues and outstanding pay from the organization can be paid to him less any outstanding amounts owing from him in line with the current organizational rules and regulations.

Signed: _____ Date: _____

CEO/Head of the MHU

APPENDIX 23

SAMPLE FINAL DUES TEMPLATE

EMPLOYEE FINAL DUES COMPUTATION				
Particulars	Amounts Owing to the Employee	(Amounts Owing from the Employee)	Less Applicable Taxes	Amt Due to/ (from) the employee
Unused Leave				
Unpaid Salaries				
payment in lieu of notice				
Severance pay (if applicable)				
Gratuity (if applicable)				
Outstanding employee advances				
Others (specify)				
TOTAL				

Prepared By: _____

Approved BY: _____

Received By: (employee) _____

NB: Relevant documentations should be attached such as copies of employment contract, leave form, resignation, termination letter etc.

APPENDIX 24

SAMPLE MHU TRAINING POLICY (COURTESY OF AIC KIJABE HOSPITAL)

INTRODUCTION

Welcome to A IC Kijabe Hospital education department. We pray that this department will enable you to grow professionally and become efficient in your work.

In any community if people are to live and work together efficiently, there must be policies which regulate the standards in different departments.

This department is under the umbrella of the education division and is divided in two parts:

- Staff education
- Internship and attachment

This division has a committee which comprises of

- Education and research director
- The principal
- Human resources officer
- Representative from clinical support services
- Representative from nursing services
- Finance director
- Staff development coordinator
- Medical education assistant

The goal of the education committee is to meet hospital needs for expertise in order for all Kijabe hospital staff to perform at their best.

Duties of the committee

1. Identify areas of need for professional development among all KH staff.
2. Oversee the process by which these educational needs will be met including both in-house and external continuing education (CE) activities.
3. Prioritize among various CE activities across different KH departments.
4. Establish policies and procedures governing all education/training activities at KH.
5. Provide support and advice as necessary to the CE coordinator as well as to the education directors.
6. Oversee financial and other resources as they apply to education/ training activities at KH.
7. Disseminate information regarding education/ training opportunities to KH staff.

Reports to: Senior Management Team

PURPOSE

1. The purpose of education department is to provide guidelines in the process of the staff or supervisor seeking, applying and acquiring external and internal education in order to encourage individual and corporate growth, promote technically efficient performance of work and to provide experience personnel for advancement into senior position.
2. To provide guidelines for the process of the students seeking, applying and acquiring attachment in different departments of the hospital in order to encourage individual and corporate growth, promote efficient performance and provide experience in their relevant fields of training.

STAFF EDUCATION

This is divided into two parts

- External education
- Internal education

EXTERNAL EDUCATION

These consist of courses which are six months and above. These courses are sponsored under different agreement. Below is the criterion for sponsorship

GUIDELINES REGARDING SPONSORED COURSES

- The course may be of any duration: however eligibility for a pay increase will result only from completing a course over 6 months.
- The course should be within Kenya. Any course outside Kenya will be considered on an individual basis.
- Attendance is dependent on the availability of funding and the hospital need. Approval to commence the course will be delayed until adequate funding is available. If the staff wishes to commence the course despite no hospital sponsorship, they are free to take unpaid study leave.
- No candidate will be sponsored for any additional course of 6 months or more until he/she completes his/her bonding period.
- Written information regarding the course must be submitted with application form to the division director for approval.

ELIGIBILITY CRITERIA

In order to be eligible for external education the staff member (hereafter referred to as 'student') must meet the following criteria:

- The student must currently be an employee of AIC Kijabe Hospital
- The student must be an employee of AIC Kijabe Hospital for a minimum of three (3) years.
- The student must have written recommendation from department head regarding suitability for the course.
- A position currently exists in the hospital's long-term personnel plans for an individual with the proposed advanced training.
- This policy is applicable to nonunion and union employees.

PROCESS OF APPLYING FOR A COURSE

The staff that is interested to develop him/herself completes an application form from the education department to be signed by relevant in charges.

Written information regarding the course must be submitted with the application to the education committee. The education committee may investigate institutions new to the committee personally

TYPES OF AGREEMENT

Education and Loan Agreement Form

The student who leaves his/her position to attend schools sign this agreement. These are courses in which the employee is released full time to a training institution, which is fully responsible for his theoretical training and his rotations to meet objectives of the programme

Distance Learning Agreement: This falls under two categories

- a) Distance learning courses are courses in which the student attends a few short intermittent tutorial study blocks and is given assignments to carry out within a specified time while still in full time employment.
- b) Part time: part time courses are courses in which an employee is released from duty to attend classes using a percentage of his working time (e.g. 2 hours in 8 duty or one day per week) at the discretion of the management. This must be approved in an official written communication.

The bonding time of the above courses depends on the nature of study. Below is the category of the nature of study and their bonding time.

External continuing education policy Covering distance learning

CATEGORIES OF DISTANCE LEARNING

- 1) Employee going for long distance education and he/ she works half time and studies half time.
The bonding time should be a year for a year.
- 2) Employee on distance learning and the lessons are conducted on her /his day off.
The bonding time should be half the time in school. E.g. one year in school bonded 6 months.
- 3) Employee goes for study for one month a year or less than one month a year.
The bonding time should be half time i.e. one year bonded 6 months
- 4) Employee goes for study less than a month may be 8 days and then rotates in the hospital but has external rotation for about 4 months.
The bonding time should be a year for a year.

UNPAID STUDY LEAVE

This is taken by student who wants to go for residential studies by sponsoring himself or herself. He/she is released from the station for further studies and his salary and benefits are discontinued. His letter of appointment is still in place so his job will be available when he completes his studies. (See appendix 4)

SELF-SPONSORED AGREEMENT

The students who want to sponsor themselves on part time courses sign this.

It is important to note that Kijabe Hospital supports further education and training. Upon completion, the hospital does not bind itself to promote or place you in any higher responsibility unless there was prior agreement and subject to availability of vacancies, for which an interview shall be conducted.

INTERNAL COURSES

These are courses, which are less than 6 months. This can be done in-house or externally.

The hospital holds continuing education weekly in all departments.

Scheduling should be done in such a way that patient care is not compromised. An authorized officer must certify these programmes.

All non-nursing staff will be issued with a certificate of attendance annually for informal training.

After attending the seminar or completing the additional training course the employee will give feedback to the colleagues and receive their recommendations. The feedback will be in the form of a written summary and verbal presentation.

HIGH VALUED COURSES

This is added agreement signed by the students who take courses, which are highly valued. The courses, which are less than six months and are highly valued are bonded for one year. The long courses are bonded double the school time. (see appendix)

INTERNSHIP AND ATTACHMENT

Internship: This is any attachment above 6 months. In the hospital this is offered in the medical field i.e.

Clinical officers

Medical officers

CRITERIA FOR ADMISSION OF CLINICAL OFFICERS

- The student applies through the education department and fills the attachment form.
- Short listing is done and then interview is conducted.
- Successful candidates are invited and given one-month time for preparation.
(application form is available)

CRITERIA FOR ADMISSION OF MEDICAL OFFICERS

- The student applies through Christian medical fellowship
- Interview is done in their universities.

ATTACHMENT

This department offers attachment in various fields. Below is the list of department, which offers attachment. If the student is taking attachment one month and less there should be no interview conducted. They must agree by signing the standards of conduct and reading through the Africa Inland Church statement of faith. For the attachment of more than one month an interview must be conducted.

The interview panel for education department consists of:

1. Chaplain
2. Medical education assistant
3. And the in charge from the relevant department
4. Staff development coordinator

TERMS FOR ATTACHMENTS:

- No housing is provided for the student
- Where the student is covering a staff as well as attachment, we give an allowance
- The in-charge is responsible for supervising the student as well as writing the report.
- The student should have the objectives of the attachment
- The sending training institution will produce an official certification of registration from the authorizing body that has permitted them to run the programme
- The student must agree by signing the standard of conduct form.
- Serious disciplinary situations involving an external student will be reported to the sending training institution followed by full written report of the incident.

MEDICAL STUDENTS FROM KENYA

They apply through Christian medical fellowship (CMF).

**SAMPLE TRAINING APPLICATION FORM (AIC KIJABE HOSPITAL)
APPLICATION FOR EXTERNAL EDUCATION COURSE**

Name _____
Date _____
Course title _____
Cost of training _____ (include attachments) Cost of wages _____
Dates of training _____ (give month, day, and year).
Goals of student in course

(Do not write generalization such as "to give better or quality care, to do my work better".
Give specifics _what are you lacking specifically that this course will provide).
Head of department comments
Is the applicant suitable for this course? (Please state reasons):

Summarize the performance and attitude of the applicant since his/her employment in your department:

If the applicant has attended other courses, please comment on the apparent effectiveness of these: _____

Name _____ Date _____
Signature _____
Head of division comment
Give specifics on departmental coverage while course is in session

What are the long-range goals for the position the student is leaving and the one that will return to?

Other comments. _____

Name _____ Date _____
Signature _____
Personnel Office Comments;

Financial abilities comments:

Name: _____ Date _____
Signature _____
I have read and understood the external education policy and will adhere to its contents.
Signature of the student: _____ Date _____
The director approves applicant:
Name of Director: _____ Date _____
Signature _____

Revised 2000 october education committee. _____