

RESOURCE HUB FOR DEVELOPMENT (RHD)

Equal Opportunity Employer Policy

2013

EQUAL OPPORTUNITY EMPLOYER POLICY DOCUMENT

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INTRODUCTION

This employee document/ handbook is a summary of policies, procedures and practices related to human resource management at RHD.

The Chief Executive Officer is accountable for leading an effective staff team and is thereby accountable for the development and implementation of the policies outlined in this manual. Managers are responsible for human resource management within their own staff teams and should reference this manual to ensure organizational consistency in the application of these practices.

The Human Resource/Administration Manager is responsible for the maintaining the procedures and systems which support human resource management for the organization and is available to answer any questions or provide clarification on any content of this manual.

The RHD's benefits package, including the insurance and health plan and the group RRSP, is coordinated through HR/Admin Office. Questions regarding the benefits package may be directed to the Human Resource/ Administration Manager.

STATEMENT OF PHILOSOPHY

RHD wishes to maintain a work environment that fosters personal and professional growth for all employees. Maintaining such an environment is the responsibility of every staff person. Because of their role, managers and supervisors have the additional responsibility to lead in a manner which fosters an environment of respect for each person.

It is the responsibility of all staff to:

- Foster cooperation and communication among each other
- Treat each other in a fair manner, with dignity and respect
- Promote harmony and teamwork in all relationships
- Strive for mutual understanding of standards for performance expectations, and communicate routinely to reinforce that understanding
- Encourage and consider opinions of other employees or members, and invite their participation in decisions that affect their work and their careers
- Encourage growth and development of employees by helping them achieve their personal goals at the RHD and beyond

- Seek to avoid workplace conflict, and if it occurs, respond fairly and quickly to provide the means to resolve it
- Administer all policies equitably and fairly, recognizing that jobs are different but each is important; that individual performance should be recognized and measured against predetermined standards; and that each employee has the right to fair treatment
- Recognize that employees in their personal lives may experience crisis and show compassion and understanding

WHO WE ARE

Resource Hub for Development - RHD is a national, non- governmental, non-religious and non-political Organization operating in Kenya.

Mission

To alleviate poverty through socio-economic empowerment and humanitarian aid in poor marginalized rural regions and urban slums in Kenya. RHD stand to change the lives of individual and families in the poorest communities in Kenya by promoting initiatives and sustainable development solutions which advocates facilitating lasting change, strengthening development capacity for self-help, providing economic, social opportunities and relief to the poor.

Vision

RHD has a vision of a just society where the dignity, self-esteem and self-determination of every citizen are guaranteed for integral human development. Towards this, RHD has a task to work for empowerment and transformation of poor marginalized rural and slum communities through capacity development in order to realize equitable, innovative and sustainable development geared towards poverty alleviation. This is aimed to exploit the natural and human resources available in the region whilst sustaining and improving the environment for the benefit of the inhabitants.

Scope

RHD operates in Kenya in all the 47 Counties covering the rural poor and urban slum communities.

EMPLOYMENT AT RHD

Employment Equity

RHD is an equal opportunity employer and employs personnel without regard to race, ancestry, place of origin, colour, ethnic origin, language, citizenship, creed, religion, gender, sexual orientation, age, marital status, physical and/or mental handicap or financial ability.

While remaining alert and sensitive to the issue of fair and equitable treatment for all, RHD has a special concern with the participation and advancement of members of four designated groups that have traditionally been disadvantaged in employment: women, visible minorities, aboriginal peoples and persons with disabilities.

Recruitment and Selection

All employment opportunities at RHD are posted for a minimum 10 working day period. They are posted on RHD's website or advertised in the local dailies, and on the websites of affiliated organizations. Occasionally, they are posted on employment websites or with an employment agency. Applications are encouraged from current employees but will be screened in the same manner as applications received from outside applicants.

Applicants are invited to submit their application, along with a current résumé, demonstrating that they meet the minimum criteria for the position being sought. At the closing date, all applications are screened, and candidates selected for interview are contacted. If the interview is positive, references will be contacted. Depending on the feedback provided, a position may be offered to the applicant.

Nepotism

No candidate shall be hired for a position where they may report to, or supervise a member of their immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), and spouse {including common in-law or same sex partner}, step child (children) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner). Personal relationships with other employees or members of the RHD's Board of Management or Committees of RHD should be disclosed prior to accepting any offer from the employer. Failure to disclose this information would be considered contradictory to the Code of Ethics policy (Appendix A).

Orientation

All new employees to RHD shall receive an orientation session which will encompass an overview of general policies, procedures and operations. This will also provide employees, new to either a position or RHD, an opportunity to learn the performance expectations management has with regard to the position in question. They will be given a copy of this Employee Handbook and will be expected to learn its contents. They will also make aware of policies such as, Code of Ethics, and asked to sign off on their adherence to same.

Employee Classifications

Each position at RHD shall be classified as either Administrative or Management in nature, as determined by the CEO. This decision will be based on the duties assigned and qualifications required for each position. It should be noted that Management positions are not covered by the Hours of Work and Overtime provisions of the Kenya Labour Laws.

Employee Duties

Attached to an Offer of Employment, is a description of the job and the associated responsibilities, along with any additional tasks possibly required. This document will be used to evaluate performance both during the probation period and after. If an employee is unsure of its contents, they should not hesitate to ask for clarification.

From time to time, it may be necessary to amend an employee's job description. These amendments will be discussed with the employee in advance however; the final decision on implementation will be made by management.

Personnel File

RHD does collect personal information for inclusion in personnel files. This information is available to the employee, the CEO and the Human Resource/ Administration Manager. This information is kept in a secure location, and is not shared with members of our Board or with our funders. Information which is contained in an employee's personnel file includes the following: résumé, letter of offer, performance reviews, amendments to job descriptions, disciplinary notices, tax forms, copies of enrolment forms for benefits and approved leave requests.

Probation

The first three (3) months of employment are probationary. During this time both parties may assess suitability for employment with the Employer. This also provides management an opportunity to assess skill levels and address areas of potential concern. During the first ninety (90) days of the probationary period, employment may be terminated by either party for any reason whatsoever, with or without cause, and without notice or payment in lieu of notice, except as may be minimally prescribed by the Kenya Labour Laws (KLL), as may be amended from time to time. Upon satisfaction of the requirements under the KLL, as amended, the Employer shall have satisfied any and all obligations to the employee, whether under the KLL, as amended, or at common law. At the completion of the probation period, the employee and employer shall meet and review progress to date. At this time one of three things will occur:

- i. Probation will end
- ii. Probation may be extended for an additional three months
- iii. Employment will end

Monthly Salary

Salaries shall be determined by the Executive Board and the CEO, based on budget considerations and commensurate with the experience of the successful candidate. The organization shall pay employees on a monthly basis, and necessary statutory and other deductions payable in accordance with the RHD's standard payroll practices. These payroll practices may be changed from time to time at the RHD's sole discretion. Currently, payday occurs every second Thursday and covers the pay period ended the previous Saturday.

Performance Appraisals

The performance review document will be a living document for each employee. Each employee will be responsible for developing their respective workplan for the year. This plan will be reviewed by Management and amended as necessary. At the time of the performance appraisal, the employer and employee will review the objectives and the results achieved. Throughout the year, the employee and employer may refer to this document to track progress made toward objectives, highlight areas of concern and indicate challenges identified along the way.

Performance reviews, for all employees, will occur near the end of April, and annually thereafter. Employees should prepare for this meeting by preparing a draft workplan for the coming year. This meeting is to review successes and challenges from the preceding year, and to establish the objectives for the coming year. This would also be the opportunity for either party to identify and recommend professional development opportunities which may assist the employee in their day to day work or to grow within the organization. Once complete, both parties shall sign off on the final document and it shall be added to the employee's personnel file.

Professionalism

When representing RHD, staff should dress and behave appropriately. Employees should choose to dress in a manner which presents a professional image to the public and is respectful of others. Excessive use of profanity is neither professional nor respectful to co-workers and will not be tolerated.

Discipline

Discipline at RHD shall be progressive, depending on the nature of the problem. Its purpose is to identify unsatisfactory performance and / or unacceptable behaviour. The stages may be:

- i. Verbal reprimand
- ii. Written reprimand
- iii. Dismissal

Some circumstances may be serious enough that all three steps are not used. Some examples of these types of situations are theft, assault or wilful neglect of duty. In all cases, documentation should be included in the employees personnel file.

Hours of Work

The regular office hours for RHD are 8 a.m. to 5:00 p.m. Monday through Friday inclusive (excluding holidays), with core operational hours being 8:30 a.m. to 4:30 p.m. During core hours, it is expected that most staff will be available. All employees are expected to work 8 hours per day, which include those hours indicated as core, exclusive of an unpaid eating break of at least one (1) hour. Employees may also be expected to work such other hours as may be requested or required, from time to time.

Employees hired on a part time basis will have schedules determined on a case by case basis.

Employees are required to notify their supervisor, in advance, of planned days away from the office. Unplanned absences from the office should be reported to the employee's supervisor as soon as could reasonably be expected. At the discretion of the CEO, depending on circumstances, employees may be allowed to work from home for specific periods of time. As a courtesy, the Administrative Assistant should also be notified of absences.

Statutory Holidays

The Kenya Government has authorized thirteen (13) public holidays and other days for which staff will be paid if they work. They are:

New Year's Day	Kenyatta Day
Labour Day	Labour Day
Good Friday	Heros/ Independence Day
Easter Monday	Jamhuri Day
Madaraka Day	Christmas Day
Holly-Ramadhan	Boxing Day
Moi Day	

In the spirit of family, the CEO reserves the right to close the office between Christmas and New Year's to enable employees to spend time with their families. This will be reviewed annually and will depend on operational requirements. These non-statutory days will have no impact on employee vacation or lieu time.

Overtime

All overtime must be authorized by the CEO in advance of being worked. Employees will be provided with time off in lieu of overtime pay at straight time for all hours worked between forty (40) and forty-five (45) hours per week. After forty-five (45) hours worked in a week, employees shall accumulate time off in lieu of overtime pay at the rate of time and one-half (1.5) the regular non-overtime rate of pay. Time in lieu of overtime pay must be taken in the twelve (12) months following it being earned and it must be scheduled with the agreement of the Employer based on its operational requirements. Overtime, taken in lieu, should be used in ½ day increments. Employees in a Managerial or Supervisory roles are exempt from the overtime provisions.

Business travel for conferences, meetings, etc, which cause an employee to depart or arrive home on a non work day does not constitute overtime. If travel is part of the employee's job, or could be reasonably expected to occur in the course of performing one's duties, it is merely an inconvenience. Some travel, which may be exceptional to the employee's normal duties, may qualify as overtime at the discretion of the CEO.

Any overtime worked and not taken in lieu will be paid out in the event that the employee leaves RHD for any reason.

DEPARTURE

Termination for Cause

An Employment Contract may be terminated by the RHD at any time for cause, without notice or payment in lieu of notice or severance pay whatsoever, except payment of outstanding wages, overtime and vacation pay to the date of termination. Cause includes, but is not limited to, any act of dishonesty, conflict of interest, breach of confidentiality, harassment, insubordination, or careless, negligent or documented poor work performance.

Termination without Cause

An Employment Contract may be terminated by RHD at any time and for any reason on a without cause basis, upon the provision of notice or payment of notice instead, and severance pay if applicable, as is minimally required by the KLL, as amended from time to time. In addition to notice, and pursuant to the KLL, the employee shall be entitled to an additional one (1) week's notice or payment in lieu of notice for every year of completed service (severance pay) RHD to a maximum of sixteen (16) weeks' notice inclusive of the notice requirements under the KLL. The notice as described in this paragraph is inclusive of all statutory and common law entitlements to notice or payment in lieu of notice. Upon satisfaction of the requirements under this paragraph, the Employer shall have satisfied any and all obligations to the employee, whether under the KLL, as amended, or at common law. The notice requirement contained in this clause constitutes a material inducement to RHD to enter this agreement.

Resignation

After completion of the first thirty (30) days of the probationary period, employees must give RHD two (2) weeks' notice of resignation. RHD may waive the resignation notice period in whole or in part at any time by providing payment of regular wages for the period so waived.

Layoff

Operation requirements are subject to change based on workload and the funding levels received on an annual basis. All efforts will be made to keep staff in a position similar, in scope and salary, to that they have become accustomed to. If the organization is unable to do this, then employees will receive one (1) week notice for each year of service, as required by the KLL. For employees who have a minimum of six years of service, this amount will be augmented by one (1) week of severance pay (or equivalent notice) for each year of service.

Employer Property

Upon termination of employment for any reason, all items of any kind created or used pursuant to the employee's service or furnished by the Organization including but not limited to computers, reports, files, diskettes, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of RHD at all times, and shall be surrendered to the CEO, in good condition, promptly and without being requested to do so.

TIME AWAY FROM WORK

Sick Leave

Employees will be entitled to twelve (12) days of sick leave per calendar year accumulated on the basis of 1 day per month. A maximum of twelve (12) days of sick leave may be carried forward to the next calendar year so that an employee shall have no more than twenty (24) sick days in any one calendar year. Any additional sick leave accumulated will be forfeit. Moreover, regardless of the amount of sick leave accumulated, sick leave will not be paid out upon resignation, retirement, or termination of employment for any reason. Furthermore, since Sick Leave has no cash value, employees may not use more than they have accumulated, without the express written permission of the CEO. Employees working less than full time will have their rate of accumulation adjusted accordingly.

Sick leave can be used for personal illness, personal medical appointments, and visits to specialists.

RHD reserves the right to request information with respect to limitations, restrictions, prognosis in such manner as it deems necessary in the circumstances with respect to any request for paid or unpaid sick leave. RHD also reserves the right to request a doctor's note for absences of three (3) days or longer.

Compassionate Leave

RHD will grant up to three (3) working days per event on the occasion of a death in the staff member's immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), and spouse (including common law or same sex partner), step child (children) or ward of the staff member, father-in-law or mother-in-law (including parent of same sex partner).

Additional compassionate leave may be granted at the discretion of the CEO for reasons not covered elsewhere in this manual. These requests should be discussed in person with the CEO and followed by a written submission.

Jury Duty

Employees will be allowed up to two (2) weeks paid time off for jury duty. After that, employees will be asked to continue jury duty without pay. Any compensation, covering the first two (2) weeks, received from the court system shall be surrendered to the Organization. A copy of the notice to serve should be provided for inclusion in the employee's personnel file.

Disability Leave

Currently, RHD's benefit package does not provide for Short Term Disability. For short term disability, employees have the option to apply for Employee Health Insurance Cover Benefits for medical reasons.

Maternity, Parental and Adoptive Leave

Maternity/Parental/Adoptive and other government supported Leave shall conform to the provisions of the KLL. The full period of the leave is granted without pay. RHD will issue a Record of Employment on commencement of leave which allows the employees to make claim for Employment Insurance Benefits. When the employee returns to work, employment is guaranteed in a similar position at the same salary level. During the full period of leave, vacation and sick leave shall continue to accumulate. During the period of the leave the employee may retain coverage under the Group Medical, dental and extended Health plans and the full premium costs of all benefits will be paid by RHD. RHD contributions to the Medical Plan/ cover will only be made after evidence of an employee contribution to said plan. Every attempt will be made to return employees to a position of equal responsibility on return from leave status, however, no guarantees exists that the exact position left will be available on return.

Unpaid Leave

Employees may take unpaid leave with the written consent of the CEO. During periods of unpaid leave, medical, dental, life and other coverage shall continue to be paid by the employer, vacation shall continue to accrue and seniority shall be maintained. Contributions to the Group Medical Plan will occur strictly on a matching basis. If the employee makes a contribution, RHD shall match it; otherwise no contributions shall be made by the Organization. Every attempt will be made to return employees to a position of equal responsibility on return from leave status, however, no guarantees exists that the exact position left will be available on return.

BENEFITS

Medical, Dental, Life Insurance Cover

RHD offers its employees group benefits provided by Jubilee Insurance Company. These benefits are 50% paid by RHD, with the exception of Long Term Disability benefits. After three months of employment, employees are enrolled in the plan and may select Single or Family coverage as required. Employees are required to pay the premiums for their 50% share of LTD premiums on a monthly basis. Currently, this is done by way of Payroll deduction. The plan also includes a component for Life Insurance, Accidental Death and Dismemberment (AD&D) and Vision care. Dependant life is also included.

PROFESSIONAL DEVELOPMENT

At the discretion of the CEO, employees may be able to attend conferences, courses, seminars and meetings, identified through annual workplans and performance reviews, which may be beneficial to the employee's professional development. If these opportunities are directly related to the employee's position, or are suggested by the CEO, then, RHD will cover the cost of registration, course materials and some travel expenses.

If RHD has agreed to pay for a course the fees will be paid on evidence of successful completion. If RHD sponsors a course (or courses) and the employee departs RHD within a year of completion, the course fees will become repayable in full.

CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

Confidential Information

From time to time, employees of RHD may come into contact with confidential information, including but not limited to information about RHD's members, suppliers, finances and business plans. Employees are required to keep any such matters that may be disclosed to them or learned by them confidential.

Furthermore, any such confidential information, obtained through employment with RHD, must not be used by an employee for personal gain or to further an outside enterprise.

Intellectual Property

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at RHD shall be the property of RHD and the employee is deemed to have waived all rights in favour of RHD. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must be acknowledged.

IT Information Storage and Security

Any storage devices (CD's, USB's, and Floppy Discs) used by employees at RHD located at RHD's address, acknowledge that these devices and their contents are the property of RHD. Furthermore, it should be understood by employees, that organization equipment should be used for organization business only during normal working hours. Downloading of personal materials on organization equipment can be harmful to said equipment and should not be done.

HEALTH AND SAFETY

RHD, along with its employees, must take reasonable precautions to ensure that the workplace is safe. The organization complies with all requirements for creating a healthy and safe workplace in accordance with the Occupational Health and Safety Act of Kenya.

Employees who have health and safety concerns or identify potential hazards should contact the line manager/ supervisor or the Organization Safety Officer.

Alcohol consumption or illegal drug use is not permitted during work hours on the premises. From time to time, with the CEO's permission, alcohol may be used to celebrate an occasion/event.

AIR QUALITY

Indoor air quality can lead to many health issues. RHD recognizes this and attempts to minimize the risks associated with indoor air quality and the effects on its employees. Issues pertaining to air quality should be reported to the Manager, Finance and Administration.

Smoke Free Environment

Smoking in the offices of RHD is not permitted at any time. An 'enclosed workplace' is defined as the inside of any place, building or structure or conveyance or a part of any of them that a) is covered by a roof or b) employees work in or frequent during the course of their employment whether or not they are acting in the course of their employment at the time, and c) is not primarily a private dwelling

Scents

RHD is aware that some persons may have allergies or sensitivities to perfumes, lotions, colognes and / or chemical smells. As a result, we discourage the overuse of these products.

Pets

The offices of RHD are a place of business, and as such, pets are not welcome during normal working hours. Staff and visitors with seeing-eye dogs are the exception.

Renovations

As odours from building materials and noise levels for tools can cause discomfort to employees, renovations will be scheduled to have a minimum impact on employees. This may include renovating during non work hours (evenings & weekends) and ensuring direct ventilation to control fumes. Carpets should be installed and cloth furniture unwrapped late in the day so emissions may occur during non working hours.

HARRASSMENT

RHD wants to provide a harassment-free environment for its employees and volunteers. Mutual respect, along with cooperation and understanding, must be the basis of interaction between members and staff. RHD will neither tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or create an intimidating, hostile or offensive environment.

There are several forms of harassment but all can be defined as any unwelcome action by any person, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades. "Unwelcome", for the purposes of this policy, refers to any action which the harasser knows or ought to reasonably know is not desired by the victim of the harassment.

Specifically, racial harassment is defined as any unwelcome comments, racist statements, slurs, jokes, graffiti or literature or pictures and posters which may intentionally or unintentionally offend another person.

Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

WORKPLACE VIOLENCE

Workplace violence can be defined as a threat or an act of aggression resulting in physical or psychological damage, pain or injury to a worker, which arises during the course of work. Further to the definition of violence, is the definition of abuse. Abuse can be verbal, psychological or sexual in nature. Verbal abuse is the use of unwelcome, embarrassing, offensive, threatening or degrading comments. Psychological abuse is an act which provokes fear or diminishes a person's dignity or self-esteem. Finally, sexual abuse is any unwelcome verbal or physical advance or sexually explicit statement.

RHD has a zero tolerance limit with regards to harassment and violence. Employees or volunteers engaging in either harassing or violent activities will be subject to discipline, which may include termination of employment, removal from Boards or committees and possibly criminal charges.

DISPUTE RESOLUTION

Regrettably, conflict can occur in any working environment. In an effort to resolve conflict in an expedient, yet fair manner, RHD recommends the following process for conflict or dispute resolution.

- Speak to the person you are having the dispute with. Many times disputes arise due to misunderstandings and miscommunications.
- If speaking to the individual does not work, speak to the CEO. The CEO will arrange a meeting between those involved in the dispute, to determine a resolution.
- If the CEO is unable to resolve a workplace dispute, the parties may be referred to mediation by an outside third party. The resolution of the mediator is binding on both parties of the dispute.