



Kenya Organic Agriculture Network

PERSONNEL POLICIES MANUAL

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December 2020

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FOREWORD

The Personnel Manual Kenya Organic Agriculture Network (KOAN) presented here is meant to be a suggested guideline for use by KOAN employees. KOAN has governance and executive structures which at different levels have specific and detailed Terms of Reference that guide in facilitating and implementing KOAN programmes. This document highlights the general terms and conditions, Rules and Procedures for the KOAN staff. Employees are advised to read understand, and become familiar with the handbook and comply with its requirements. Although this does not constitute a contractual agreement, we hope it will provide guidance in the working environment with KOAN. For smooth running of KOAN, it is advised that the conditions, rules and procedures contained herein are bound by all operating under them. Failure to abide to all or part will automatically lead to disciplinary action.

Signed,

Board Chairperson:

Date:

PREFACE

KOAN has developed this Personnel Manual line with its resolve to promote best practices in staff management. This is also in line with deliberate efforts towards institutional strengthening and improving efficiency as well. The Board, management and staff are aware that sound staff management, governance structures and procedures are integral in optimal running of the organization and achieving intended impacts. Thus, development of this Personnel Manual is yet another milestone in its pursuit of excellence in delivering its mandate and accomplishing its mission for the fulfillment of its vision. It's therefore prudent for all staff and board members have a copy of the policy, read, understand and apply it. It should be noted that all policies are dynamic and will be reviewed from time to time to suit prevailing situations.

Signed,

CEO:

Date:

ABBREVIATIONS AND ACRONYMS

AGM	Annual General Meeting
RIM	Research and Information Management
RBM	Result Based Management Programme Officer
M&E	Monitoring and Evaluation
CBOs	Community Based Organizations
CC	Country Coordinator
CEO	Chief Executive Officer
FAD	Finance and Administrative Department
FAM	Finance and Administrative Manager
CEP	Capacity Enhancement Programme
FBOs	Faith Based Organizations
MOs	Member Organizations
NGO	Non-Governmental Organization
OD	Organization Development
PELUM	Participatory Ecological Land Use Management
POM	Programmes Operations Manager
CAL	Programme; Results Based Management
CE	Program Officer
RS	Regional Secretariat

1. BACKGROUND

1.1 The following pages contain a general overview of procedures and policies established by KOAN for its employees, as well as an explanation of certain benefits provided with this employment. Although there are policies and procedures to follow, employees are encouraged to sense participation in the servant role to KOAN members and the larger organic agriculture stakeholders. It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. As a result, KOAN reserves the right to modify, supplement, rescind, or revise any policy, benefit, or provision from time to time, with or without notice, as it deems necessary or appropriate. However, at all times, KOAN will comply with all applicable national laws.

1.2 If there is a conflict between the provisions, benefits, and policies in this employee handbook and those set forth in the terms of a staff member's contract, the terms of the contract shall prevail provided they do not conflict with national laws. KOAN is the national membership organization for organic agriculture in Kenya. KOAN was formed to coordinate, facilitate and provide leadership and professional services to all members and other stakeholders in the organic agriculture industry in Kenya. Its goal is to develop key competencies, skills and strategies in the areas of Organic Production; Marketing; Standards and Certification; Training, Extension and Information Exchange; Networking, Policy and Advocacy. KOAN enables the Kenyan organic movement evolves into a highly beneficial and integral industry for Kenya, having a positive and far-reaching impact on the environment and socio-economic status of this country. KOAN activities have direct impacts on the livelihoods of many small-scale farmers, and on the wider potential of organic agricultural, horticultural and natural products enterprises in Kenya.

1.3 Vision

1.3.1 A vibrant organic agriculture industry that contributes to a healthy environment and improved livelihood security, and is responsive to a growing consumer market.

1.4 Mission

1.4.1 To coordinate, facilitate and provide leadership and professional services to all members and other stakeholders in the organic agriculture industry in Kenya.

1.5 Goal

1.5.1 To develop key competencies, skills and strategies in the areas of: Organic Marketing; Certification and Standards; Training, Extension and Information Exchange; and Networking, Policy and Advocacy.

1.6 Thematic Areas and Specific Objectives

1.6.1 As outlined above, KOAN works in five thematic areas which are the pillars of KOAN's core business. These are Marketing, Standards and Certification, Production, Policy, Lobbying and Advocacy, and Training. The overall objectives and corresponding specific objectives are:

1.6.1.1 Marketing Overall Objective: To develop a marketing function for sustainable livelihoods and to facilitate the establishment of viable businesses within the organic agriculture industry

1.6.1.2 Certification and Standards Overall Objective: To develop affordable organic standards and certification services at national and regional levels.

1.6.1.3 Training Overall Objective: To coordinate, harmonize and facilitate unified training programmes in organic agriculture in Kenya.

1.6.1.4 Networking, Policy and Advocacy Overall Objective: To lobby and participate in the formulation and implementation of organic agricultural policy.

1.6.1.5 Production Overall Objective: To facilitate access to organic inputs and coordinate the production and processing of quality organic products for local and export markets.

1.7 Employment with KOAN

1.7.1 The employment relationship is one of mutual consent. The employment relationship is terminable at the will of the employee or employer provided the rules of engagement stipulated in the contract are adhered to.

1.8 Equal Employment Opportunity

1.1.1 KOAN is in full agreement with the intent of the Civil Rights Laws. It is our firm belief that the basis of employee selection for hiring, promotion, transfer, training, job assignment, hours of work, rate of pay, and working conditions should be according to ability, not age, race, color, national origin, ancestry, gender, disability, or any other factors not considered pertinent to performance.

1.1.2 Terms and Conditions of Service: These terms and conditions are expected to:

- i. Provide employee with clear KOAN personnel policy
- ii. Provide to either side statement of mutual expectations and obligations

1.9 Application of the terms and conditions of service

1.9.1 The terms and conditions of service apply:

- i. Entirely to full-time staff- Kenyan, non-Kenyan and support
- ii. Selectively to Associates; consultants, part-time staff volunteers and interns

1.9.2 The KOAN board may constitute the personnel committee and determine:

- i. Job categories
- ii. Benefits
- iii. Terms of Service

1.9.3 The KOAN CEO shall constantly monitor conditions and personnel policies to ensure that they fully support KOAN's objectives and as far as possible are substantially comparable to those applicable to other similar NGOs. He or she will also be responsible for all relevant:

- i. Terms of reference for each position;
- ii. Applicable salary scales;

- iii. Rules of conduct of staff members

1.7 Interpretation

1.10.1 This manual implements policy guidelines issued by the KOAN board on staff terms and conditions. Any interpretation, application and /or variation inconsistent with any such policy guidelines shall be deemed void and of no effect.

1.10.2 All appointments of full-time staff members will be guided by the terms, conditions and policies herein, and the detailed conditions in the respective letters of appointment will be based on the underlying policies and will be interpreted in accordance with them.

1.10.3 The policies, terms and conditions of employment stated in this manual are effective from the date of publication and super cede all previously issued policies of KOAN as well as individual contracts of employment. If any of the policies in this manual conflict the laws of Kenya, the employment act shall take precedence. The KOAN Board shall authorize a detailed review once every two years

2. CLASSIFICATION OF EMPLOYEES

2.1 Senior Staff.

2.1.2 CEO

2.1.3 Programmes Manager (s)

2.1.4 Finance and Admin Manager

2.1.5 Heads of Departments

2.2 Project Staff

2.2.1 Any other staff working on projects

2.3 Support Staff: Support staff shall include:

2.3.1 Assistants

2.3.2 Secretaries

2.3.3 Messengers

2.3 Consultants

Any person who is engaged by KOAN on either short term or temporary appointment to provide specific services for a specified period of time.

3. APPOINTMENTS

3.1 Appointment authority of senior staff is vested in the Board of Directors. Consequently, all appointment letters must be signed by the chairman of the board or his/her designate. All appointments of staff are subject to the terms and conditions stated in this manual. Other staff shall be appointed by the CEO, in consultation with the board and management team

3.2 Durations of all the above appointments will depend on the planning horizon of the organization, which at present is a one-year basis, from January of one year to December of the next; or the duration of the life of a project. This duration will be specified in the contract offered to the employee. Upon appointment a contract shall be given and shall include a Job description.

4. JOB DESCRIPTION

4.1 In order to mutually understand what is expected of a new employee and for what the employee shall be held accountable, a job description will be utilized. Employees will be given a job description before they start working. A job Description summarizes duties and responsibilities and gives important information about the job. Employees are advised to read and study their job description carefully and discuss it with their supervisor (s) if they have any questions. KOAN reserves the right to revise and update job description from time to time, as it deems necessary and appropriate.

4.1.1 **Job Description.** The Job description should include the following:

- i. Title and location of the post
- ii. Grade/class of the position
- iii. Project funding the position

- iv. Purpose of the Job
- v. Reporting lines and structure
- vi. Duties and responsibilities
- vii. Key result areas

5. EMPLOYMENT PROCEDURE

5.1 Advertising: All positions at KOAN will be advertised. Advertising strategies will vary according to the particular post and local circumstances. The aim is to attract suitably skilled, experienced and qualified candidates and to appoint the most appropriate person for the job. Job vacancies may be advertised using the following means: -

- 5.1.1 Advertising in the national/regional media.
- 5.1.2 Circulation of adverts/job descriptions throughout the NGO networks as well as other relevant organizations.
- 5.1.3 Where necessary contacting potentially suitable and qualified candidates (but ensuring they go through the standard recruitment process).

5.2 Application Procedure

- 5.2.1 All applications shall be done through writing.
- 5.2.2 Application letters shall be typed and sent through electronic mails.
- 5.2.3 All applications shall be required to meet all specifications outlined in the advertisement of the position.
- 5.2.4 All applications shall pass through the designated official letters/mail handling channel.

5.3 Short listing of applicants: The Programme Managers and the CEO shall undertake the short listing of Manager positions in liaison with serving Managers /or

any other persons officially acting on their capacities shall do the short listing of applicants falling in the departments.

5.4 Interviews: For senior and project staff all interviews shall be conducted by the Board in liaison with the CEO. For other staff, interviews shall be conducted by the CEO and the Management team. However, and if need be the CEO may delegate this function to any other qualified person(s) especially for consultants. The delegation should be in writing and communicated to the board and management for endorsement.

5.5 Reference Checks: Employment of any candidate is subject to the organization obtaining satisfactory references from at least two responsible persons as maybe determined by the CEO and management. Where necessary, comment may be sought from previous employers.

5.6 Offer Letter: The CEO will offer a letter of offer to a person who has been accepted to fill a vacancy on KOAN staff detailing all matters pertinent to the appointment.

5.6.1 Acceptance of the offer letter: Acceptance of the letter of offer will be accomplished by return of the of signed copy of letter offer and a confidential medical certificate issued by a qualified medical practitioner confirming the candidate's health status and ability to undertake duties stipulated in the letter of offer. Once these are returned, an appointment letter will be given.

5.6.2 Effective Date: The effective date for appointment is upon successful candidates signing the letter of appointment accepting terms and conditions.

5.7 Probationary Period: The following probationary periods shall apply:

5.7.1 Six months for senior staff appointments and three months for support staff

5.7.2 Probationary period only applies on first appointment and not to any subsequent renewal or extension of appointment.

5.7.3 Written evaluation will be carried out one month before end of probation and shall be based on:

- i. Senior Staff appointments: Findings of a committee composed of CEO, one nominee of the staff being evaluated and other senior staff.
- ii. Support staff: CEO sitting in Committee with two senior staff comprising her/his immediate superior and another identified by staff being evaluated.

5.8 Confirmation of appointment: Based on the evaluation employment may be confirmed, discontinued or probationary period extended. Where evaluation shall have proved positive, confirmation shall be in writing to coincide with the end of probationary period.

6. RENEWAL OF CONTRACTS

6.1 Renewal procedure shall be as follows:

6.1.1 Senior staff: Prior to expiry of contract, the CEO will carry out a staff evaluation/appraisal on the staff member, and will discuss the staff performance evaluation with the Board meeting or by post to the chairperson in the event no Board, with his/her recommendations. Staff shall be notified if their contract is to be renewed or not continued not less than one month before the expiry of the contract. Where contract is not renewed, the Board is not under any obligation to give reason and their decision shall be final.

6.1.2 Program and support staff: Prior to expiry of contract, the supervisor of program and support staff must carry out a staff evaluation/appraisal on the staff member. The Management team will discuss the staff evaluation in a subcommittee with two senior staff, one of whom should be immediate superior, and decide on whether to let expire or renew the contract. The decision shall be communicated to the staff not less than one month before expiry of the contract.

7. FAMILY RELATIONS

7.1 Relatives of staff normally will not be offered employment with KOAN. Unless another equally qualified person cannot be found, appointment shall not be granted to the husband, wife, father, mother, daughter, son, sister or brother of a staff or board member.

7.2 If two staff marry, their appointment status shall not be affected save that the CEO shall ensure that one is not immediate superior of the other. Their benefits shall be modified to avoid double benefits accruing on the same family.

8. PERSONNEL RECORDS

8.1 KOAN will at all times have complete and accurate information on each of its employees. Personnel may review their records upon request. The contents of personnel records are confidential and access to them is limited to those directly involved in the supervision and/or retention of the individual employee.

8.2 It is important that KOAN always have current information about its employees. Employees should immediately notify KOAN of changes in next of kin name, address, phone number, or marital status, etc. and any other relevant information. If for some reason there is a need to change a name and/or Social Security number, original documentation authorizing the change should be reviewed.

8.3 Personnel records to be filed in the personnel file:

- i. Appointment letter
- ii. Copy of Job Description
- iii. Updated Testimonials
- iv. Copy Contract
- v. NSSF details
- vi. Copy PIN
- vii. NHIF details
- viii. Copies of Pension statement
- ix. Copies of Tax Returns
- x. Code of Conduct
- xi. Appraisal forms

8.4 Notification by staff member: On appointment, staff may be required to provide information to help determine their status and commitments for administrative purposes. Staff may be required at any time during employment with KOAN to provide the CEO information relevant to their suitability or otherwise concerning facts relevant to their integrity, conduct and service.

8.5 Time and Work Allocation: KOAN by nature of its work, implements projects which are mainly funded by different donors. In this regard, one staff maybe involved in implementing activities across projects. For proper management of costs and allocation to the projects, staff will be required to keep proper time records in form of time sheets. In the design of each project, every project will record and budget the amount of time, percentage of salary allocation for every staff who will be involved in project implementation. During implementation, every staff involved in the project will record on a daily basis the amount of time he/she has spent on the project. This cumulative monthly time allocation will be used to determine the projects' cost allocation for staff salaries. A template guide which will be filled by staff is Annexed (Annex 2) and will be attached to monthly project staff salaries payments as proof of expenditure/allocation to projects.

9. BENEFITS AND ALLOWANCES

9.1 KOAN maintains a benefit program to help meet the needs of its employees. The following information in this section outlines employee benefits.

9.2 General Leave Policy

- i. **Entitlement:** Various types of leave are included in the Organization's Personnel Policy to meet both organizational and employee needs. Employees should however understand that at times leave may be rescheduled depending on work priorities.
- ii. **Calculation:** Leave will be calculated per calendar year and the accrual will be based on the number of months worked. However, for ease of administration the entire annual leave entitlement shall be credited to the employee at the beginning of each calendar year. Supervisors and their staff will determine the most convenient time within the year when leave may be taken.

- iii. **Leave application form:** Requests for all types of leave must be made through the attached leave form (Annex 3). The application must be approved by the relevant Programme Manager prior to its commencement.
- iv. **Leave Planning:** It is recommended that all employees plan their annual leave with their supervisors at the start of each calendar year. It is the employees' responsibility to plan his/her leave in such a manner that leaves is not carried over to the next year. Where this is not possible for reasons of exigencies of work an employee may be allowed to carry forward to the next calendar year, a maximum of 10 leave days. Any leave days over and above this, which are not taken within the calendar, shall be forfeited.

9.2.1 Leave of absence

The following general provisions apply to all leaves of absence:

- i. A request for leave or an extension of a leave of absence, when possible, must be made in writing prior to the expiration date of the original leave, and in case of ailment, must be accompanied by a physician's written statement that certifies the need for the extension.
- ii. Failure to return to work on the first workday following the expiration of an approved leave of absence may result to disciplinary action.
- iii. Employees will not accrue length of continuous service for the portion of a leave of absence in excess of thirty (30) days, unless otherwise provided by law.
- iv. Employees on leave of absence will be subject to termination on the same basis as employees who are actively at work.
- v. Employees on leave of absence must communicate with KOAN Administration office on a regular basis, at least once each week, regarding their status and anticipated return to work date.
- vi. Employees who falsify the reason for their leave of absence may be subject to disciplinary action, up to and including possible termination.

- vii. A leave of absence must be approved in advance, in writing, by the CEO or supervisor.
- viii. Leave is at the discretion of the management decision and staff may be recalled back to office depending on circumstances.

9.2.2 Annual Leave

- i. A staff member earns leave at the rate of one and three quarters 21 days per month. Leave may not be carried over into future contract periods. All leave must be used within an existing contract period. The only exception to this may be in cases where staff has foregone leave in the immediately previous contract period, and are faced with an emergency in the present contract period. If leave in the present contract period has been exhausted, they may utilize carried-over leave up to a maximum of ten days, upon application to the CEO.
- ii. Requests for leave must be made in writing and should be submitted to the appropriate supervisor for approval at least one (1) week in advance for leave of at least five (5) days.
- iii. Shorter notice may be allowed for leave of four (4) days or less provided it does not interfere with scheduled work. Seniority will apply when more than one person requests the same leave day(s).
- iv. Leave is a reward for faithful service and employees are encouraged to use all their vacation time as a means of rest and recuperation.

9.2.3 Sick leave

- i. A staff member may take sick leave up to three (3) consecutive days without a medical certificate. Thereafter, a staff member may stay away from her/his duties upon production of a certificate from a qualified medical practitioner.
- ii. At the discretion of the management, absence on sick leave for longer than six months in a year may result in loss of salary and allowances

9.2.4 Maternity and Paternity Leave

- i. Maternity leave shall be granted to female staffs who have served for at least six months. Maternity leave shall be for three months excluding normal Annual Leave.
- ii. Husbands shall be granted up to ten (10) working days paternity leave starting from the day of delivery or whenever the husband advises.

9.2.5 Compassionate leave

- i. Upon death of an immediate family member, compassionate leave may be granted to the staff member. Such leave shall not be deducted from Annual Leave if the period does not exceed seven (7) days. Immediate family comprises: mother, father, sister, brother, child, mother in law, and father in law. Under certain circumstances, the management may require that some form of certificate be produced.

9.2.6 Leave without Pay: With CEOs' prior approval, leave without pay is granted for special personal or professional (including long duration study leaves) reasons to an employee when her/his leave has been exhausted. The period of leave without pay granted must not extend past the current contract period.

9.3 Medical Entitlement: KOAN shall contribute 100% to the premium for health insurance cover to meet medical costs of a Compulsory insured person. Compulsory insured persons shall include all full-time professional and support staff with an appointment for a term of at least twelve months. KOAN may from time to time vary the level of insurance coverage to include dependents where funds allow.

9.4 Pension Scheme

9.4.1 A KOAN staff member may join the KOAN pension scheme, to which she/he will contribute 5% of her/his basic salary. KOAN will contribute 10%.

9.4.2 Under this scheme, the staff member shall be paid his/her and KOAN contribution, upon final departure from KOAN employment as per Retirement Benefit Authority (RBA) rules.

9.5 Training and Staff Development

- i. Training and staff development apply as defined in this manual, to skills development and team building. Training and staff development will be directed at developing skills and teamwork in order to improve performance of tasks defined in the employee's Job Description
- ii. Full time training and skills development courses will as far as possible be restricted to a maximum of 3 months. If the training period goes beyond 3 months, the rules relating to study leave shall apply. Staffs are encouraged to undertake professional development courses. However, staff may not participate in more than 2 trainings in a year of more than 1 month each.

9.5.1 Implementation of staff training and capacity development

Training – Needs Assessment will be carried out annually in each unit/department. Annual staff appraisals, including job performance and clarifying job specifications will also be undertaken to inform the staff training. The data and information generated through these exercises will be used to establish training and skills development priorities.

9.5.2 Criteria for Training Eligibility

9.5.2.1 Training will be provided on the basis that it is:

- i. Dealing with identified deficiency in skills for the job to which the employee is assigned.
- ii. Approved by the employee's immediate supervisor
- iii. Not in conflict with the work plan of the employees and the unit/sector
- iv. Within the 3 months duration period
- v. Availability financial resources for training

9.5.3 Responsibility for training: All training efforts will be co-coordinated by the project Managers in consultation with the CEO. Consequently, applications for training will be forwarded to the project Managers who will review and forward them to the CEO for final approval.

10. REMUNERATION

10.1 Employees will be compensated as stipulated in the contractual or other formal engagement modalities. In exceptional circumstances the CEO in liaison with the board may review salaries more frequently to keep pace with inflation when the Kenya shilling becomes exceedingly unstable.

10.2 Advances: Staff may request for salary advances on or after mid-month. However, this should not exceed 50% of the amount payable to the employee as salary at the end of the month and should be fully recovered within three months.

10.3 Salary Structure and Reviews: The salary structure Annex 3 will provide guidance in contractual engagements and will be regularly reviewed by the KOAN board. These will be annexed to the manual as they change from time to time.

10.4 Payroll Deductions: KOAN employees with contracts exceeding six months will be liable to Pay as You Earn Tax and other statutory deductions. Employees who are on short term employment will also be liable for statutory deductions according to the Kenyan law.

10.5 Garnishment: Garnishments are ordered repayments of financial obligations by an individual which include loan repayments. When so ordered by staff, KOAN shall deduct the amount from staff pay and remit it to the designated entity.

10.6 Other Payroll Deductions: Other payroll deductions are strictly voluntary and must be requested in writing by the employee. By offering these deductions, KOAN provides their workers with the opportunity to save. Voluntary deductions may include: All-Cause Accident Insurance through the Worker Benefit Plans; payroll Savings, and Flexible Spending Arrangements.

11. USE OF OFFICE TELEPHONES

11.1 Staffs are discouraged to use office phones for personal use. For staff undertaking field activities and who will be out of office from time to time, KOAN shall provide reasonable compensation for the use of their personal airtime on official duties as stipulated in the financial manual.

12. TRAVEL

12.1 Travel on KOAN business

12.1.1 Staffs traveling on KOAN business will be entitle to claim reasonable direct costs relating to the journey. Such costs may include the following

- i. Transport costs
- ii. Accommodation and meals
- iii. Out of pocket allowances as stipulated in the Financial Policy.

12.1.2 Staffs are discouraged from using personal cars for official business. However, where this is inevitable and in consultation with the Finance and Administration, compensation will be provided as stipulated in the financial policy. A proper notice and request should be lodged and approved by the project manager or CEO at least 2 days before travel.

12.1.3 KOAN staff traveling on international business must notify the CEO at least one month before traveling, by filling out a travel form for record purposes. Staff traveling up-country on local business must give at least five days' notice.

13. PROMOTION AND DEMOTION

13.1 Promotion

- i. A recommendation for promotion shall only be made subject to there being a vacant position in the higher grade. Promotion from one grade to a higher grade may be awarded to employees who show outstanding performance and a demonstrated ability to fully assume responsibility at a higher-level position.
- ii. While every effort will be made to fill vacant positions through internal appointments or promotions, the organization will, in the interest of efficiently and excellence ensure that only the most suitable candidates gets the job.

14. STAFF CONDUCT

14.1 Professional Conflict of interest

14.1.1 A staff member shall not engage herself/himself, as a representative of KOAN, in other organizations' activities without the approval of the CEO.

14.1.2 A staff member shall not without the consent of the CEO, accept any money or benefit from any third party for work similar to the work the staff member does at KOAN.

15. PERSONAL CONFLICT OF INTEREST

15.1 A staff member shall not personally benefit from any financial transaction involving KOAN without first declaring their interest to the CEO who will authorize or reject such involvement.

15.2 Use of Information acquired during official duties: A staff member shall not benefit from the use of information acquired during the course of official duties with KOAN when such information is not available to the public.

16. WORKING HOURS

16.1 Normal working hours shall be from 08:00 hrs (8:00 a.m.) until 17.00 hrs (5:00 p.m.) Monday to Friday with an hour's lunch break to be between 13.00 hours and 14.00 hrs. Kenyan official holidays, which are gazetted in the Kenyan Gazette shall be observed. However, it is understood that work exigencies will at times dictate that staff work beyond the official working hours or report for work during weekends and/or public holidays.

17. WORKING TOGETHER

17.1 At KOAN it is important that all employees work together as a team so that the rights and interests of both the organization and employees are assured. Common sense, good judgment and acceptable personal behavior on the part of all employees will make KOAN a desirable place to work.

17.2 Meeting Deadline: All deadlines for activities to be undertaken within a specific period of time should be respected by all. Failure to meet deadlines will lead to disciplinary action.

17.3 Morals Policy: No practice or behavior inconsistent with or in conflict with individual moral and ethical conduct shall be tolerated from employees. Any failure to maintain these ethical and moral standards may be grounds for counseling and/or immediate dismissal from employment.

17.4 Harassment: KOAN will not tolerate any form of harassment including sexual harassment or hazing. A supervisor who harasses or solicits favors (including sexual favors) from an unwilling subordinate in return for promotions, increased wages, continuance of the job, or any similar purpose will be disciplined, which may include termination of employment.

18. ELECTRONIC COMMUNICATION POLICY

18.1 Ownership of Messages: The electronic communications systems, which include, but are not limited to, electronic mail, voice mail, facsimiles, computers, the Internet and the World Wide Web, and all information stored on them are the property of KOAN and are provided at your congregation/district's expense. All information and messages that are created, sent, received, accessed, or stored on these systems constitute company records.

18.2 Business Use: The electronic communications systems are to be used primarily to conduct company business. Reasonable personal use of such systems is/ permitted, but must not interfere with an employee's productivity. Personal use should be limited to breaks, lunch and other non-working hours. Employees may not use the electronic communications systems for political causes; football pools or other sorts of gambling; illegal activities; seeking/inquiring about job opportunities outside of the organizations; list serves for non-work purposes; solicitations or advertisements for unrelated work purposes; or creating, possessing, uploading, downloading, accessing, transmitting, or distributing materials of a sexual nature.

18.3 No Presumption of Privacy: Although employees are expected to use passwords to access some of the electronic communications systems, such communications are

not private and security cannot be guaranteed. Employees should assume that any communications – whether business-related or personal – that they create, send, receive, or store on their company’s electronic communications systems may be read or heard by someone other than the intended recipient.

18.4 Documentation: All staff are required to keep and share official documentation both electronic and where possible hard copies. All desk Managers are required to keep hard copies of project files clearly labeled on the project title, donor and file number. They are also required to keep electronic versions on their computers and in the back up disk on the server clearly labeled files.

18.4.1 Progress reports: Progress and back to office reports relating to the projects must at all times be filed.

18.4.2 New Projects: When projects have been funded, two files should be opened: one in the coordinators’ office, and one for the project itself/Project leader/officer, in addition, copies of signed contracts should be given to the finance officer for filing. Copies of other correspondence with donors which has financial implications should also be given to the Finance Department.

18.4.3. Project Reports: Due dates for project reports should be given immediately to coordinator, who will keep a calendar, prominently posted, of reporting deadlines, and will be responsible to remind project staff two months and one month before the deadlines. Failure to report as per the specified deadline to the CEO will be taken as misconduct.

18.4.4. Project Budgets: Project leaders, thematic desk officers and accounting staff should develop a detailed budget with budget line codes for each project. In many cases, the operational budget may need to be different from the reporting budget, but a detailed explanation of how the two correspond should be developed and included in each project file. The accounts office should keep two running accounts of each project; on reporting in the format as required by the donor, and the other in a format corresponding to the operational budget, and provide copies of these at the end of each quarter to the project officers, and core expenditure line to the CEO every month.

18.5 Communication to the outside world: The CEO reserves the right to communicate to the outside world. However, this may be delegated to other staff on specific issues. Important communication to the outside world has to be communicated to the CEO before sending a copy should be sent to the coordinator's office. All official communication should have reference number for ease of tracking.

19. REPORTING

19.1 Quarterly work plans: Quarterly work plans are to be drawn up at the end of each quarter and given to coordinator. Specific monthly work plans will be prepared by the thematic desk officer and project leaders and distributed. At the end of each quarter, a review will be done on activities completed and, on those pending, based on the work plan and a decision made on their completion.

19.1.1 Quarterly reports: Each project leader must write quarterly reports within two weeks of the end of the quarter.

At the end of every quarter the CEO should make report and send to the board (and donors) if required.

19.2 Semi-Annual Reports: One month after each half-year (end of July and end of January) If donor requires, Semi-Annual reports should be prepared by thematic desk officers and project leaders for submission to the donors. The national coordinator prepares a semi-annual report for the whole organization.

19.3 Annual Reports: An annual report will be prepared within one month of the end of each calendar year by the CEO based on the reports of individual projects by the thematic desk officers and project leaders. If reports, both to core donors and to project donors, are to be completed in a timely manner, the management reserves the right to withhold salary until the report has been completed.

19.4 Travel reports: Staff traveling on official mission should fill in a travel form before traveling and also prepare a travel report within two weeks of return, to the CEO and distribute it to other project officers. The report should give the following information:

- i. Objectives of the trip

- ii. General information
- iii. Detailed notes with action and follow-up point
- iv. Summary
- v. List of groups encountered that may be of interest to KOAN.

20. PERFORMANCE EVALUATIONS

20.1 Based on actual work performance, a review will be conducted with the employee and by their supervisor on a predetermined date. This is a formal and documented review. Casual and undocumented discussions with supervisors will also be part of your performance evaluation.

20.2 Purpose: All employees have to participate in a performance review session, at least annually, with their supervisor. This review is intended to provide support for the individual; to improve the performance of the individual by providing meaningful, constructive feedback on the adequacy of performance; and to assist in the development and fulfillment of professional and personal growth goals, as well as organizational growth. Staff signature on the review form will serve as notice that the review has taken place and not whether they agree or disagree with the contents.

20.3 Initial Performance Review

In order for new staff to become acquainted with their new position and for supervisors to be assured that staff are suited to their new position, all new employees will have an initial performance review during the first three months after commencing work. Additional reviews may be conducted if performance warrants. Approximately one year after initial review(s) is/are conducted, annual reviews will be conducted. A satisfactory performance evaluation does not guarantee a pay increase nor does it alter, modify, or amend the employment conditions. The tools provided in Annex 2 of this manual will be used to undertake the evaluations/appraisals.

21. DISCIPLINARY PROCEDURE AND SUSPENSION

21.1 By accepting employment with KOAN, an employee thereby agrees to work in a responsible, disciplined collegial and productive manner, to remain loyal to the organization's vision, mission and objectives. The employee consequently agrees to abide by the rules and regulations of the organization as stated in the KOAN personnel and policies manual and any other lawful or reasonable instruction written or written or verbal, given by the authorized officers of the organization.

21.1.2 The organization shall seek, as far as possible, to encourage the employees to achieve personal and professional satisfaction their work and it shall strive to provide fair treatment. Further KOAN will not however, accept performance, attitudes, or behavior centrally to its professional or moral principles.

21.2 Misconduct

An employee who engages in:

- i. The sale of, use of, possession of, transfer of illegal drugs or controlled substances or who offers to buy or sell such substances, or who takes alcohol during working hours or has impaired ability due to alcohol consumed outside working hours or has impaired ability due to alcohol consumed outside working hours will be subject to disciplinary action, including possible termination.
- ii. Any act, conduct or omission inconsistent with the fulfillment of the expressed or implied conditions of the employment.
- iii. Willful disobedience to the organization's senior in line of duty
- iv. Willful and unlawful destruction and/or misuse of KOAN property e.g. furniture, utensils, buildings, computer, equipment etc.,
- v. Theft and fraud
- vi. Absence from work without notification or without legitimate excuse
- vii. Habitual and substantial neglect of duties

- viii. Gross incompetence or inefficiency
- ix. Sexual harassment
- x. Criminal conviction
- xi. Misuse of KOAN assets

21.2.2 It should be understood that the above matters are given only as examples of actions that may constitute misconduct and that the enumeration of such matters shall not preclude the organization from alleging that any other matters not mentioned above constitute justifiable grounds for disciplinary action. In any case the organization shall always be guided by the provisions of the Employment Act, CAP 226 of the laws of Kenya.

21.3 Absenteeism: An employee who absents himself/herself from work without proper leave authorization for a period of two consecutive days or more will be guilty of misconduct. Unauthorized leave will be charged against annual leave entitlement. An employee found guilty of misconduct will be subject to one or another of the following:

21.3.1 Warning Letters: An employee may receive warning letters from his or her supervisor depending on the gravity of the matter. If an employee who has already received two warning letters commits a third of misconduct, he/she shall be liable to dismissal. However, depending on the gravity of the matter, he/she can be dismissed instantly and without warnings.

21.3.2 Compulsory Leave:

Where a staff member is found to be at fault and a possible liability to the organization and further information needs to be gathered, the person will be sent on compulsory leave to facilitate such investigations. The management will decide the duration for such leave which will not exceed 2 months. The number of compulsory leave days shall be debited against the employee's annual leave.

21.3.3 Suspension: Depending on the weight of the issue, a staff member will be suspended from duty to enable the management make the necessary consultations

over the right action to take. The length of this period will be determined by the management but should not exceed two (2) months.

21.3.4 Dismissal: This action may be instituted in writing at any stage of the disciplinary actions in (compulsory leave and suspension) above.

21.4 Grievance Handling Procedure: Staff are advised to air grievances as they occur. These have to be in a most professional and official way. Complains in the “corridors” without a formal channel will be taken as an “off-the-record remark”. As such it will not cause any or attention.

21.4.1 All employees should first attempt to satisfactory resolve all grievances directly with their immediate supervisors. However, in the event that the grievance cannot be resolved satisfactorily, the following procedure will be followed.

- i. The employee will put the grievance in writing addressed to the immediate supervisor with a copy to the next higher-level supervisor.
- ii. The higher level supervisor will attempt to resolve the grievance with the immediate supervisor of the complainant
- iii. If the issue is still not satisfactorily resolved, the employee will be given audience by the CEO.

22. CONFLICT RESOLUTION

22.1 Conflict between Employee and the CEO: In the event that conflicts arise between an employee and the CEO, the employee is encouraged to first discuss the problem with the CEO. If no solution is found, the employee and the CEO shall invite an arbitrator acceptable to both parties. If the conflict is still not resolved, the matter shall be referred to the Board who shall make a final decision that shall be binding on both parties.

22.2 Conflict between two employees

The two employees who are involved in the conflict are encouraged to first discuss the problem between them-selves. If they are unable to reach a resolution, the two employees shall seek audience with their supervisor and a facilitator of their choice

and discuss the conflict. If no agreement is reached despite the help of the facilitator shall seek a meeting with the CEO. The CEO will then review the conflict and make a decision that shall be binding to both parties.

22.2.1 Where a staff member is observed as not complying with the above terms or with the rules and procedures as outlined in the accompanying document, the following steps shall be taken:

- i. The CEO with relevant senior staff shall have a discussion with the staff member concerned,
- ii. The CEO shall issue first warning in writing
- iii. If further serious breach of conduct is experienced, the CEO shall issue second and final warning, also in writing.
- iv. After two warnings, the CEO shall dismiss summarily, in case of support staff.
- v. The CEO may suspend a senior staff member, at half pay pending final decision by the Executive board.

23. REWARDS PROCEDURE

23.1 Where a staff member is observed excelling at their assigned responsibilities and exceeding expectations.

- i. The CEO with relevant senior staff and in specific cases including the immediate superior will convey this observation to the staff member concerned.
- ii. The CEO shall make this observation in writing.
- iii. Where two such observations have been made in a contract, the staff member shall be considered for an upgrade in position, and where possible, in salary in the next contract period.

24. GRIEVANCES PROCEDURE

Prior to signing engagement letter, all staff shall be expected to study terms and conditions of service governing their employment and acceptance appointment shall be deemed acceptance of such terms. Any complaint by a staff member that he/she has been treated inconsistently with provisions of general terms or the terms of his/her contract of employment shall be addressed to the CEO within one (1) month of the treatment complained of. The CEO interpretation shall be final in the case of support staff but he/she may refer such complaint to the Executive board in case of professional staff for observation and final decision.

24.1 Administrative Complaints: Any staff who feels that he/she has been subjected to unjustified or unfair treatment by a superior shall address the complaint in writing to the CEO within two weeks of the treatment complained of.

25. SEPARATION FROM THE ORGANIZATION

An employee may separate from the organization if either of both parties to the employment contract so desire at the end of the valid contract period provided the provisions of the contract are adhered to. At least one month's notice of intent to not renew the contract shall be given by the party intending to not renew the contract. Staff who separate from the organization at the completion of a contract will be entitled to all terminal benefits due to them as specified.

25.1 End of Contract: An employee may separate from the organization if either of both parties to the employment contract so desire at the end of the valid contract period without cause. At least one month's notice of intent to not renew the contract shall be given by the party intending to not renew the contract. Failure to provide such notice will be compensated for by payment of one-month salary or is forfeiture in lieu of notice. Staff who separate from the Organization at the completion of a contract will be entitled to all terminal benefits due to them as specified in this manual.

25.2 Resignation: When an employee voluntarily resigns, a written notice of an employee's intent to leave employment is generally required as guided by the contract. Written notice should include the reason for leaving, the last day of work, an address

where the employee can be reached in the future, and be signed and dated by the employee.

25.3 Termination: An employee may be involuntarily terminated when KOAN determines that continued employment will not be to the benefit of the employee or KOAN. One month's notice of such termination or payment in lieu of notice will be given.

- i. The employment of a staff member may also be terminated by the management at its discretion as a result of the elimination of a position, the completion of a project or by giving the affected staff a minimum of one month's salary in lieu of notice.
- ii. Where an employee has committed major misconduct and the organization is entitled to dismiss him/her summarily, the management may without prejudice, reduce such dismissal to normal termination by giving the employee the relevant contractual notice or payment in lieu thereof.

25.4 In all cases, contracts may be terminated by the CEO before their due date by giving a notice provided for in the agreement if:

- i. The employee terminates employment
- ii. There are cases of misconduct/indiscipline
- iii. The employee is of unsound mind
- iv. the project on which staff is employed runs out of funds or inc.

25.5 Layoff: When conditions dictate that the KOAN must reduce staff through a layoff, KOAN at its sole discretion will determine which employees shall be laid off. Layoffs will be communicated to affected employee(s) at the earliest reasonable time to allow for productive transition.

25.6 Death in service: The termination of employment of a deceased employee shall be effective from the date of death.

25.7 **Summary Dismissal:** Any of the definitions of misconduct listed in section 25 of this manual may form grounds for summary dismissal, but these definitions alone shall not be understood to be a complete listing of behaviour or activities that may be deemed to constitute misconduct. Nor would they preclude the Executive Director or his/her designate from imputing that other matters not mentioned therein constitute gross misconduct justifying summary dismissal. Employees who are summarily dismissed will not be entitled to any of the organization's terminal benefits except

- i. Payment for days worked up to the time of dismissal.
- ii. Payment for any accrued leave days not taken up to the time of dismissal.
- iii. Contributions by the employee to the pension scheme if any up to the time of dismissal.
- iv. All outstanding advances and surcharges will be deducted from the above final dues.

26. EXIT INTERVIEW

26.1 An exit interview with the employee conducted by the board may be held shortly after resignation or termination. This opportunity will be used to clarify, as necessary, the circumstances for leaving, review any accrued benefits to be paid, checkout procedures, and final pay details.

27. AMMENDMENT TO THE PERSONNEL POLICY

27.1 This personnel and policies manual may be amended at any time through written amendments issued by the CEO in consultation with KOAN Board and staff. Under normal circumstances any and all staff may (and are encouraged to) propose changes to the manual. All proposed changes will be considered by the CEO in consultation with the KOAN Board.

27.2 In developing this policy, due care has been taken to ensure compliance with the labour laws of Kenya. In the event that changes are made within the laws, which affect any aspect of these policies, the management will accordingly issue a written amendment to the personnel & policies manual.

28. ANNEX 1: JOB SCALES AUGUST 2020

28.1 Job Scale A: For Voluntary Staff

Minimum Requirements

- i. Enthusiastic, must subscribe to the principles, values and aspirations of KOAN. Willingness to promote these values at all times while working with the organization. Expected to be responsible for organization item/Equipments
- ii. The relationship between the parties should be clearly defined in the Terms of Reference (TOR).
- iii. The contract period to be at least 6 Months.
- iv. Entry to this salary to depend on level of experiences, skills and availability of funds

Salary Scale (KShs. 1 Month)			
Minimum	Level 2	Level 3	Maximum
7,500	10,000	12,500	15,000

28.2 Job Scale B: Support Staff (Programme And Finance and Admin Staff)

Minimum Requirements

- i. Professional and relevant training including computer literate may start at certificate level, without or with little experience in the relevant field.
- ii. It may increase to include diploma and even degree certificate depending on the job requirements.
- iii. Staffs in this category are expected to grow with the organizations and climb to higher levels if they are found suitable.
- iv. They may be discontinued if found not suitable.
- v. The contract period to be at least 12 - 24 months.

- vi. Entry to this salary to depend on level of experiences, skills and availability of funds.
- vii. Support Staff: Include Administration Officers, Driver Assistants, Accounts Assistants, Project Assistants Etc.

Salary Scale (KShs. 1 Month)			
Minimum	Level 2	Level 3	Maximum
20,000	50,000	80,000	100,000

28.3 Job Scale C: Direct Operations

Direct Operations: Programme Officers, Senior Officers from Finance and Admin Department.

Minimum Requirements

- i. At least a University Degree in a relevant discipline, relevant professional training,
- ii. Two (2) year of relevant experience,
- iii. Proficiency in spoken and written English, good computer and communication skills, sound technical knowledge and skills.
- iv. Good human relations and supervisory skills, fundraising and resource mobilization skills.
- v. Staff with diploma certificates but with long, solid, compensating and proven job experience may be considered for the positions.
- vi. The contract period to be at least 12 months to 24 months.

Salary Scale (KShs. 1 Month)			
Minimum	Level 2	Level 3	Maximum
90,000	120,000	150,000	180,000

28.4 Job Scale D: Management

Management of Operations Include Programme Operations Manager and Finance and Admin Manager.

Minimum Requirements

- i. At least a University Degree in a relevant discipline, relevant professional training,
- ii. Five (5) years of relevant experience, proficiency in spoken and written English, good computer use and communication skills, sound technical knowledge and management skills,
- iii. Good human relations, good at report writing, proven supervisory and coordination skills.
- iv. They should be proficient in proposal writing, fundraising and resource mobilization proposal writing, fundraising and resource mobilization, proposal writing, mobilization. Proved ability to work with donors and look for more.
- v. Staff with diploma certificates but with other 8 years of compensating and proven job/ career experience may also be considered for the positions.
- vi. Entry to this salary to depend on level of experiences, skills. The contract period to be at least 24 months to 48 months.

Salary Scale (KShs. 1 Month)			
Minimum	Level 2	Level 3	Maximum
160,000	190,000	220,000	250,000

28.5 Job Scale E: Overall Management & Coordination

Overall Management & Coordination Includes Chief Executive Officer

Minimum Requirements

- i. At least a Master's Degree in a relevant discipline, relevant professional training,

- ii. Nine (9) years of relevant experience as chief executive officer or senior management positions.
- iii. Proficiency in spoken and written English, good computer use and communication skills, sound technical knowledge and management skills, good human relations, good at report writing, proven supervisory and coordination skills.
- iv. They should be proficient in proposal writing, fundraising and resource mobilization.
- v. Proved ability to work with donors and look for money.
- vi. Staff with Diploma Certificates but with over 12 years compensating and proven job / career experience may be considered for the positions.
- vii. The contract period to be at least 36 months to 60 months

Salary Scale (KShs. 1 Month)			
Minimum	Level 2	Level 3	Maximum
200,000	230,000	260,000	290,000

For each of the above job scale, employees will be compensated as stipulated in the contractual or other formal engagement modalities. Individual wage and salary reviews may occur at least once each year for every employee. Salary increases may or may not result from such salary reviews. Employee salary reviews may be held in conjunction with performance reviews.

How could you be more effective?

Please consider if you are satisfied with:	The quality of your work.
	How quickly you achieve things.

How open you are to change, or suggestion by others

Manager's Comments

Communication and influencing

Do you effectively communicate with and influence others?

How effectively do you share your knowledge?

If you have a point to make, how easy do other people find it to understand (or take on) your point? How can you make it easier for them?

Manager's Comments

Work relationships:

Which staff, (include Partners) do you work most effectively with and which relationships would you like to improve?

Manager's Comments

Training and development

KOAN believes that agro biodiversity conservation will be best achieved through highly skilled, committed and empowered staff. Emphasis should be placed on improving each individual's skills and capacity and also in insuring that they feel suitably empowered. What training and development do you need and what help do you need from your line manager or Personnel to achieve this? Personnel staff may be able to assist you in finding suitable courses. Where a training need is apparent across a number of staff, it may be addressed centrally.

Please consider the skills and knowledge you need in order to develop yourself and fulfill next year's objectives. If you hold technical knowledge how do you keep this up to date?

Manager's Comments

Health and Safety

Have you & your line manager undertaken a risk assessment within the last 12 months?

Travel to unfamiliar countries is seen as the prime risk for most staff. When traveling does you take reasonable steps to familiarize yourself with the health and safety risks associated with your trip?

Are there other health and safety considerations that need to be addressed?

Manager's Comments

Leadership / Development of Others:

Comment on any notable results you have achieved by effectively supervising / delegating others.

Manager's Comments

Staff Management:

Do you provide adequate attention to and are you effective in?

Recruiting staff

Appraising staff through the year

Addressing staff weakness early
Motivating staff
Supporting staff training and development
Monitoring and addressing staff Health & Safety issues
Manager's Comments

For all staff

How do you think your manager has performed over the year in relation to your work area? Please comment on your manager's effect on your effectiveness, productivity and motivation.

Please identify any other issues relating to your job or performance that you would like to discuss during the interview.

What objectives would you like to achieve in the next appraisal year? What are the priorities for the next twelve months? How will you know you have achieved these objectives or are making progress? When will you have achieved the objectives?
Please complete a first draft of the objectives sheet attached.

Overview comments

Job Holder

Signed,

Date:

Appraiser

Signed,

Date:

Appraiser's manager

Signed,

Date:

Are any changes to be made to the Job Description?

It is the line manager's responsibility to ensure that the job description is updated for agreed changes. If any changes are made a copy of the new job description should be forwarded to the Personnel.

What happens to this form?

This form is completed by the staff member and given to the manager 7 days prior to the appraisal meeting. After the appraisal meeting the Manager should complete the overview and send the form to the next line manager for their overview comments. One copy of the copy then goes to the staff member, one to the line manager and one to the Personnel.

The Line Manager will agree with Personnel what action needs to be taken on each Training and Development and Health and Safety issue raised. Personnel will summarize these actions for review by the Directors.

The next 12 Months

Objectives should include business priorities, personnel development and development of others.

Objectives What are the priorities for the? Next 12 months	Success criteria- How will you know you achieved these objectives or are making progress	Targets and Dates When will you have achieved the objectives

--	--	--

Signed Job Holder _____

Signed Manager _____

This form should be reviewed to throughout the year (you may like to pin it to the wall). You may like to add columns to note your progress with each objective.

Updates to the objectives should be agreed with your line manager.

30. ANNEX 3: KOAN TIME SHEET TEMPLATE GUIDE



JOB TIME SHEET

MONTH _____

Date	Start Time	Stop Time	Project	Activity Done	Location	Man Hours

Employee Signature _____

Approved by Signature

Designation _____