

*FINAL COPY*

*Version 22.12.2023 KSS*

**Oceans Alive Trust/Foundation**

**Institutional Toolkit 3**

**Human Resources**

**Policy and Procedures**

**Manual**

December 2023

**Foreword**

To all staff:

It is with great pleasure that we welcome you to the Oceans Alive Trust (OAT) and Oceans Alive Foundation (OAF) Team. To help coordinate our work in line with OAT/OAF strategic plan and vision, we issue these institutional toolkits to guide our work to ensure we are in harmony as a team with the same objective of supporting the sustainable management of our marine resources on the Kenya coast. We have all witnessed the deterioration of our fisheries and coastal ecosystems and I look forward to work with you to support a unified OAT/OAF brand and belief and as a team, we maintain the quality of our corporate image. We share a common duty to do all we can as a united body to help reverse this trend. With this as our goal, OAT/OAF was created to fill a gap and to support the protection and conservation of our coastal ecosystems by focusing on increasing community resilience and improved sustainability of local, nature-based employment and livelihood streams.

We adopt an Ecosystem Based Management (EBM) approach and have 4 pillars that we follow – Environmental sustainability, Economic growth, Social (Cultural) support and Institutional (Governance) strengthening working with |Locally Managed Marine Areas (LMMA).

Our focus in the next 5 years is to share our experience with other emerging LMMAs along the Kilifi County coastline. We aim to work with the Directorate of Fisheries and the Kilifi County BMU Network and other stakeholders to extend our expertise in order to influence and achieve greater traction of LMMAs in the County seascape. We are excited that you have agreed to join us to assist the 17 BMUs within Kilifi County, helping to achieve gazette user right status, assisting in the establishment and operations of affiliated LMMAs. This includes supporting mangrove-based Community Forest Associations (CFA) and local Community Based Organizations (CBO) like Kuruwitu Conservation and Welfare CBO (KCW-CBO), our flagship. We are in unique position to share our approach to the creation, protection, and operation of LMMA’s. Our goal is to promote a devolved governance framework for participatory and sustainable management of coastal marine resources. We plan to do this by strengthening local community stewardship and user rights of BMUs and Co-management Areas (CMAs) for improved management of ecological integrity, climate change resilience, and sustaining nature-based livelihoods within the seascape of Kilifi County, Kenya.

The six parts to our strategic approach are to establish:

1. Education capacity in our 4 pillars, reaching BMUs, CFAs, communities, schools, NGOs and religious groups

2. Anchor institutional support for LMMAs and CMAs in Kilifi County Policy, Plans and local Networks

3. Consolidate the Kuruwitu experience into easy-to-use toolboxes based on 6 policy principles for secure tenure.

4. Assist 17 members of Kilifi BMU Network to become operational to manage their tenure of CMA and FLS.

5. Support rollout of best practices in all areas of ecosystem management and value chain improvements.

6. Build OAT’s internal capacity to support these objectives in the Kilifi coastal community and beyond

This toolkit outlines our rules of operations, our standard operating procedures (SOP) and our behavior so that we maintain the image of OAT/OAF as a credible, well disciplined, informed, transparent and work with integrity, thereby boosting our chances to attract donor support. We welcome that you will join us on this journey as an ambassador for OAT/OAF, respect these rules and own the outcomes of OAT/OAF achievements.



Des Bowden OAT, Chief Executive Officer

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**Human Resources Policy and Procedures Manual**

# 

# 1.0 INTRODUCTION

## 1.1 Background

* + 1. The “Oceans Alive” referred to as “OA” throughout this manual, was founded in 2016 and whose official registration as a charitable Trust is in progress.
    2. The **Vision** of OA is ………………………………………………………..
    3. The **Mission** of OA is ……………………………………………………………………
    4. A core objective in Output 6 of the OA Strategic Plan 2020-2025 is *“Improved institutional and organizational capacity of OA”.* This Manual is intended to guide leadership and strengthen the organization and functions of OAT so best to service its beneficiaries.
    5. OAT recognizes that its human resource is its most important asset and that the only way to accomplish its mission is by attracting and retaining professionally competent and well-motivated staff.
    6. To achieve the above OAT shall endeavour to ensure careful and comprehensive recruitment, provision of competitive salaries and benefits, creation of a satisfactory job environment and continuous development of the staffs’ skills and potential, mentoring as needed, instilling an atmosphere of “Team” with allegiance and respect for the OA brand and upholding the good image.

## 1.2 Purpose and principles for OAT Human Resource Policy and Procedures

1.2.1 The purpose of the Human Resource (HR) Policy and Procedures Manual is to provide a framework for clarification of expectations of staff, strengthening of staff leadership and technical development, to deliver results as outlined in the Strategic Plan.

1.2.2 This Manual shall apply to all full and part-time employees of OAT including volunteers, interns and consultants.

1.2.3 This Manual shall be read together with other supplementary Policies and Procedures that may be formulated by the organization from time to time(eg administration and finance manual (AFM), travel allowance guides, Code of Conduct, etc).

1.2.4 In case of lack of clarity about any particular clause, sentence or word contained in this Manual, the interpretation of the Board of Directors (BOD) shall prevail.

1.2.5 The general authority to repeal or amend these policies is vested in the Board of Directors and the Board of Directors may mandate the CEO to introduce supplementary policies, tools and templates as and when circumstances demand.

1.2.6 The Administrator Officer (AO) is responsible for policy dissemination and ensuring comprehensive understanding amongst all staffs. Questions from employees on policy interpretation, application and procedures should be addressed to the CEO.

## 1.3 Legal framework

1.3.1 This Manual shall apply within the ambit of Kenya labour laws.

1.3.2 All employees enjoy the inalienable right when dialogue fails, to seek redress, where necessary, under the Kenya labour laws.

1.3.3 Any omission in this Manual shall be covered by the Kenya labour laws.

**1.4** This Manual replaces all existing Human Resource Policies and Procedures and comes into effect on a day approved by the Board of Directors by resolution and signed by CEO.

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# 2.0 RECRUITMENT, SELECTION AND PLACEMENT

## 

## 2.1 General Principles

* + 1. OAT’s primary objective of recruitment and selection is to secure high standards of competence, creativity, character and commitment in all members of staff, while providing equal employment opportunities for all and a willingness to support community.
    2. The Appointing Authority for a vacant position of CEO shall be the Board.
    3. The CEO shall be the Appointing Authority for all other staff. The overall and final authority to recruit, appoint, discipline and/or terminate employment of personnel other than the CEO is vested by the Board of Directors (BoD) in the CEO.
    4. The CEO has the responsibility to inform the BoD about all staff hire and fire decisions made and the BoD reserves the right to intervene.
    5. The CEO may from time to time, in writing, delegate to an appropriate member of the Program Management Team (PMT) made up of CEO, COM, TA and HODs the authority to appoint certain cadre of staff. However, termination or of the appointment of staff shall be in consultation with the CEO.
    6. Recruitment, selection and appointment shall, as a general principle, be on an open competitive basis. However, appointment to low cadre officers who do not require technical skills may be done selectively, with special consideration to the local context and experience working with OA.
    7. Selective recruitment may be applied when competitive recruitment fails or when the Appointing Authority, the CEO and Chief Operation Manager (COM) deems it to be in OAT’s best interest. Such action must be endorsed by the Board of Directors.

## 2.2 Classification of Staff Grades and Positions

* + 1. A Staff Grading Structure that stipulates Staff Grades and Positions shall be established by the Board of Directors in consultation with the CEO (Annex ; Staff Salary scales)
    2. Each Grade Category shall require minimum educational qualifications and job experience which shall be the basis for recruitment. In special cases, equivalent qualifications and experience may be considered, provided this is stated in the job announcement (Annex).
    3. The Board of Directors shall have powers to restructure the OAT Staff Grading Structure from time to time, based on the recommendations of the Program Management Team.

## 2.3 Classification of Staff

* + 1. All OAT employees shall be classified as either:

1. Permanent/Regular Employee;
2. Temporary/Contractual Employee;
3. Casual Employee;
4. Volunteer; or
5. Intern.
6. Consultants

2.3.2 **Permanent/Regular Employee:** An employee appointed on a full-time basis for a period of at least one year.

2.3.3 **Temporary/Contractual Employee:** An employee who is engaged for a continuous period of less than 6 months. Such staff is hired to perform specific project work or to replace a member of staff who is temporarily absent.

2.3.4 **Casual Employee:** An employee whose terms of employment is temporary provide for payment at the end of each day of service.

2.3.5 **Volunteer:** An individual who formally accepts unpaid employment for a fixed term of six months, with potential for one renewal of a similar period, by mutual consent.

2.3.6 **Intern:** An individual who formally accepts an unpaid position for a fixed period of three months in order to gain practical experience in a working environment.

2.3.7. **Consultant:** A specialist or expert hired for a specific service for a limited specified period.

## 2.4 Vacancy Announcement

* + 1. Vacancy announcements shall be made internally and/or externally.
    2. Vacancies for long term posts will be approved by the CEO following a request by the relevant head of department (HOD) or unit, made in consultation with the COM and/or Administrator/Officer.
    3. Vacancy announcements shall not be necessary for the recruitment of temporary or casual employees, except where such a requirement is stipulated in an agreement between OAT and a partnering organisation.
    4. Internal vacancy announcements shall be made for positions for which suitable candidates may be available within the staff establishment. The process of selection may take the form of transfer or promotion.
    5. External vacancy announcements shall be made in local newspapers, posted in suitably located bulletin boards, distributed at public forums, posted on the OAT website or placed with other appropriate platforms for advertisement.
    6. Vacancy announcements shall include the position title, duty station, qualifications, experience, seniority status, positions supervised, accountable to, a brief description of the expected duties and responsibilities, a summary of the required qualifications and experience, the official address of the appointing authority (CEO via the PMT), as well as the procedure and closing date for submission of applications (Annex template for job advert).
    7. External vacancy announcements shall also include a brief description of OAT and the department(s) or project(s) to which the successful applicant will be appointed.
    8. Relatives of staff employed at the time when the vacancy is announced, are not eligible for employment with OAT. Failure by either the OAT staff member or the job applicant to provide information on family relationships, or suppression of such information, shall result in the disqualification of the candidate or termination of employment, and disciplinary action on the liable staff.

## 2.5 Receipt of Applications and Short listing

2.5.1 All applications for employment shall be addressed to the CEO as Appointing Authority.

* + 1. Unless stipulated otherwise in the vacancy announcement, current OAT employees shall be permitted to apply for upgrades to both internal and external vacancies.
    2. Applications shall be delivered to the official address of the CEO as Appointing Authority by hand, post or email.
    3. The Administrator Officer shall be responsible for opening recruitment and staff files, screening the applications as per TORs and handling invitations for interviews, as directed by the CEO as Appointing Authority (Annex Job Application Screening Criteria Evaluation).
    4. The Administrator Officer shall, in consultation with the CEO as Appointing Authority, constitute suitable panel(s) for the purpose of reviewing applications, short-listing applicants and conducting recruitment interviews.
    5. OAT is not obligated to respond to all applicants for an advertised position in writing or through other means.

## 2.6 Selection Procedure

2.6.1 After completing all interviews and short listing for a vacant position, an Interviewing Panel (Made up of HOD, COM and AO, shall forward its report and recommendations to the CEO as Appointing Authority within two working days Annex interview format and report template

2.6.2 On receiving the report and recommendations of the Interviewing Panel, the CEO as Appointing Authority shall either:

2.6.3 Direct the Administrator Officer to offer the vacant position to one among the top three candidates recommended by the Interviewing Panel; or

2.6.4 Direct that the position be re-advertised; or

2.6.5 Advise and direct that other modes of recruitment be pursued.

2.6.6 All candidates who were shortlisted and interviewed for a vacant position shall be informed of the outcome through the office of the Administrator Officer.

## 2.7 Offer of Appointment

* + 1. Through the office of the Administrator Officer, the successful candidate for a vacant position will receive a written Offer of Employment, which shall include the position title, duty station, reporting line, staff grade, monthly basic salary, commencement date, probation period and job description (Annex offer of employment template).
    2. The new staff shall sign a copy of the letter confirming his/her acceptance of the terms of employment, which shall be placed in his/her personal file.
    3. The new staff shall be requested to complete and submit a staff data form, provide photographs and other necessary personal documents (Annex staff data format template).

## 2.8 Probationary Employment

2.8.1 Permanent/Regular staff shall initially be employed for a probation period of three (3) consecutive months during which time the candidate’s suitability for the post shall be assessed and evaluated. However, the probation period will be six months in certain key senior positions in the organization.

2.8.2 A letter of confirmation of permanent or regular employment shall be given to an employee who has successfully completed the probationary period (Annex letter of confirmation template).

* + 1. A performance appraisal form shall be filled by the immediate supervisor at least one week before the expiry of the probationary period (Annex Staff appraisal form)
    2. A confirmation letter shall be signed by the CEO, and a member of the Board.
    3. The organization may terminate the employment of an employee who proves to be unfit for the job within the probation period without being obliged to pay severance pay or compensation, or pay in lieu of notice and without the organization assigning any reason for that decision. The decision to terminate employment shall be transmitted to the relevant staff in writing.

## 2.9 Recruitment of Temporary or Replacement Staff

2.9.1 A temporary replacement may be recruited when a staff is on leave for more than 30 calendar days.

2.9.2 Payment for temporarily replaced staff shall be effected upon receiving written authorization from the CEO.

## 2.10 Orientation and Induction

2.10.1 Every newly recruited staff shall undergo an orientation training programme (Annex).

2.10.2 The Administrator Officer in charge of human resource shall organize an Orientation Training for the new staff on the overall operation of the organization, its vision and mission, history, staff, culture, HR rules, A&FM, Perdiem rules, CoC, etc. and introduce her/him to other employees before she/he commences work.

2.10.3 The relevant department HOD shall be responsible for introducing the new staff to his/her place of work and important stakeholders of the organization. Give him/her a training on the job, working conditions, methods, policies and procedures, duties and responsibilities, expected outcomes, technical content, professionalism, reporting, work planning, budgets, technical toolkits, etc. It shall also be responsible for socialization of the new staff (Annex on job training program).

## 2.11 Staff Records

2.11.1 A personal file shall be opened for new staff which shall be kept confidential. The file shall hold application letter, photocopies of educational certificates and work experience, recommendation letters (if any), copy of the appointment letter on which the staff has signed his/her acceptance, a staff data form and a copy of the letter of commencement of duty, plus any work plans, progress reports, staff appraisals, etc (Annex content personal file).

2.11.2. Every new staff shall be required to complete a staff data form (Annex) on which personal information, employment history, educational and training data, CV, etc. shall be recorded.

2.11.3. Every Staff shall be expected to submit certificates of training or education obtained while working with OAT in order to enable the organization compile a complete skills inventory of its human resources data base.

# 3.0 GENERAL RULES FOR EMPLOYEES

## 3.1 Hours of Work

3.1.1 The normal working hours of OAT shall not exceed eight hours a day and Forty Five (45) hours a week with a one hour lunch break

3.1.2 The daily official working starts at 8:00am and ends at 5:00pm, with a one-hour lunch break.

3.1.3 The official working days shall be Monday to Friday.

3.1.4 The hours of work for each position shall take into account the nature of work, local working practices and requirements of the office and particular position.

3.1.5 Employees (especially senior officers eg HOD) are expected to work outside the normal working hours or days if their official responsibilities or other circumstances require, but are not entitled to overtime pay unless pre-authorized by CEO.

3.1.6 OAT shall treat gazetted public holidays as non-working days. A list of such holidays shall be circulated at the beginning of the year by the Administrator (Annex Public Holidays).

3.1.7. Staff attending to field work are expected to sign off on an absence from office, field travel request, and sign in an ‘out of office’ register containing information on their whereabouts including reason e.g. project work. Location, purpose, etc (Annex field travel request)

## 3.2 Staff Code of Conduct

3.2.1 The OAT Code of Conduct (Annex Code of Conduct) provides a broad outline of the expected behaviour of staff and is intended to ensure a good working relationship among employees and with those conducting business with OAT beneficiaries, upholding OA good image and ensure “no harm” is done.

3.2.2 The CEO shall ensure that all staff are familiar with the OAT Code of Conduct. This will help staff avoid behaviour, which may lead to disciplinary actions, or tarnish the image of OAT.

3.2.3 The Code of Conduct shall apply to all OAT employees and shall stipulate proper and improper conduct with respect to their:

1. Observance of OAT working hours
2. Performance of duties
3. Health and safety
4. Use of OAT equipment and property
5. Respect for diversity (ie age, gender, religion, political views, etc)
6. Efforts to avoid and resolve interpersonal conflicts
7. External relations
8. Dealing with visitors
9. Respect for confidentiality
10. Behaviour and alcohol in work place
11. Cautions when dealing with youth and gender and any sexist behaviour or harassment

# 4.0 REMUNERATION

## 4.1 General Principles

4.1.1 OAT shall endeavour to provide a remuneration package that attracts, retains and motivates competent staff.

4.1.2 Salaries shall be paid to staff in Kenya Shillings in arrears at the end of every calendar month.

4.1.3 Information on salary scales and benefits shall be open to all staff. However, individual salary information shall be confidential (Annex salary scales).

4.1.4 Salaries shall be subject to statutory deductions (eg NHIF, PAYE, etc).

4.1.5 Salary deductions may be made upon the staff member’s written request, on the basis of a court order, or to recover any money owed to OAT such as failure to reconcile travel advances

4.1.6 Other salary deductions shall be guided by the OAT financial policies (Annex AFM Manual).

4.1.7 Notice of authorization to make, stop or deduct payment of salary shall always be made in writing, to the Accountant, and signed by an appropriate authority.

## 4.2 Salary Structure

4.2.1 OAT shall have a salary scale based on grading system. (Annex Salary Scale

4.2.2 This salary scale shall be reviewed by the Program Management Team whenever appropriate and become operational after being approved by the Board of Directors.

4.2.3 Consultants, part-time and casual employees shall be paid in the manner stipulated in their contracts.

4.2.4 New staff shall be placed at the starting point of the applicable grade. Under special circumstances and with a suitable reason, the CEO as Appointing Authority may place a new employee at a higher scale depending on qualifications, experience and market demand. This reason needs to be documented in writing.

## 4.3 Salary Increments and Adjustments

4.3.1 Salary increments shall be awarded in a systematic manner, applicable to all employees and based on the annual appraisal Annex annual appraisal format.

4.3.2 Proposed increments shall be drawn by the CEO in consultation with the Program Management Team every year and shall be presented to the Board during its last Board Meeting in every calendar year, for a final decision

4.3.3 Merit increments are intended to motivate employees to give outstanding performance. An immediate Supervisor/HOD may propose a merit increment to an employee, based on the objective evaluation of the staff’s performance against the work plan, budget and progress reports for the year. The CEO may approve the increment, in consultation with the Program Management Team.

4.3.4 Salary adjustments may be made when a staff is promoted to a higher post.

4.3.5 Upon approval of the Board, the CEO shall instruct the COM and Accountant to make increments or adjustments.

4.3.6 All increments shall be consistent with the salary and Job Grading Structure of OAT (Annex Salary Scales).and informed in writing.

## 4.4 Acting Allowance

4.4.1 Decisions to fill a temporarily vacant position by an acting staff shall be made by the CEO in consultation with the Program Management Team.

4.4.2 Nomination to an acting position shall be done in writing, with copies to all relevant units and persons.

4.4.3 Staff members acting in positions higher than their own by grade shall be paid an acting allowance provided that the first 20 working days shall be deemed a professional responsibility for which no compensatory payment will be made.

4.4.4 Acting allowance beyond 20 working days shall be paid to the employee at the rate of:

* 15% of their present basic salary
* the full difference between the employee’s salary and the minimum salary of the salary grade assigned to the higher post, or in the case where an officer has attained the minimum salary assigned to the higher post, the full difference between his/her basic salary and the salary point at which the employee would have entered the higher post had the employee been promoted .

## 4.5 Travel Allowance (Per Diem)

4.5.1 Every Staff member shall be paid a per diem if he/she spends a night outside their official station while on official duty as per Travel Allowance Guide (Annex Travel and Per Diem Guide).

4.5.2 Per diem rates within the country shall vary from place to place and shall be determined by the CEO in consultation with the Program Management Team. The CEO shall forward the recommended rates to the Board of Directors for approval.

4.5.3 Accommodation costs based on actual cost with a pre-fixed ceiling shall be reimbursed to staff, who travel on official duty. Such reimbursement shall be made upon presentation of authentic receipts.

4.5.4 Where no receipts are presented, staff will be refunded half of the cost with a ceiling as indicated in the OAT Finance Manual (Annex).

4.5.5 The Accountant shall be responsible for informing employees of the terms for their travel allowance.

## 4.6 Special Duty Allowance

4.6.1 Under special circumstances, a staff may be compensated on being assigned a special duty. The amount and circumstances shall be determined by the CEO in consultation with the Program Management Team as required.

4.6.2 The procedures for payment of Special Allowance to staff shall be in accordance with the OAT Finance Manual (Annex).

# 5.0 BENEFITS

## 

## 5.1 General Description

5.1.1 OAT is committed to providing suitable benefit schemes for its staff within the scope of its budget capacity so as to attract and retain committed professional staff, reduce staff turnover, increase staff morale and increase job satisfaction.

5.1.2 OAT recognizes the benefits to staff, and the organisation as a whole, of a working environment in which staff interact to address some of their social and welfare needs.

5.1.3 The CEO will propose benefits to staff specifying the source of cost coverage to the Board for approval (Annex Annual Cash Flow, P&L or I vs E).

## 5.2 Pension Scheme

5.2.1 There shall be a compulsory Contributory to National Social Security Fund (NSSF) Annex Introductory letter to NSSF

## 5.3 Staff Medical Insurance

5.3.1 OAT shall establish that staff join NHIF and or/a suitable Medical Insurance Scheme for the purpose of providing appropriate medical cover for its regular/permanent staff, their declared spouse and up to a total of two (2) dependent children who are below 18 years of age.

5.3.2 Children up to the age of 23 years, who are still enrolled for academic studies, will be treated as dependents, provided the staff member provides appropriate supporting evidence.

5.3.3 Regular staff including those on probation shall be eligible to benefit from the Medical Insurance Scheme (Annex).

5.3.4 Once a staff’s employment is terminated he/she shall cease to be a member of the scheme and no further claims shall be honoured.

5.3.5 There shall be an annual ceiling for inpatient and outpatient insurance cover for every member of the scheme, to be determined by the CEO in consultation with the Program Management Team and insurance firm, approved by the Board

5.3.6 The Administrator Officer will be responsible for circulating information about the terms of the medical insurance scheme to all employees.

5.3.7 OAT also provides Group Accident, Group life, Work Injury (WIBA) for its employees as specifically stipulated details on each policy coverage (Annex)

## 5.4 Subsidy for Promoting Staff Interaction

5.4.1 OAT encourages the interaction of staff members and supports the formation of social and welfare committees by the staff themselves.

5.4.2 OAT may extend financial support to different activities of the committees at the discretion of the CEO and the Board.

# 6.0 Leave and Absence from Work

## 6.1 Application for Leave

6.1.1 A staff who wishes to take leave shall apply to his immediate supervisor in writing at least 14 days in advance (Annex Leave Application Form). Request for leave 2 weeks or longer should be made 30 days in advance.

6.1.2 All types of leave must be applied for on the official form and approved by the immediate supervisor. A copy of the leave application shall be placed in his\her personal file.

## 6.2 Annual Leave

6.2.1 All regular staff of the Organization shall be entitled to 24 working days of annual leave for each full year of service with OAT. At least 5 days of the entitled annual leave must be taken over the Christmas holidays.

6.2.2 OAT encourages every staff to utilize annual leave within the calendar year. On special approval by the CEO, up to a maximum of 5 working days of annual leave may be carried forward to the subsequent year.

6.2.3 Staff who has carried forward leave days are expected to utilize their leave within the first quarter of the subsequent year.

6.2.4 Leave, which is not approved to be carried forward shall be forfeited.

6.2.5 A leave schedule must be drawn up at the beginning of the year by the COM. Both the wishes of the staff and the requirement of the work must be given due consideration in scheduling annual leave (Staff Annual Leave Program annex).

6.2.6 Encashment of unused leave will not be allowed unless in circumstances leading to the termination of appointment. Any leave that is unutilized as provided for will be forfeited.

## 6.3 Sick Leave

6.3.1 OAT recognizes the need for sick leave when a staff member is not in a position to perform his/her duties.

6.3.2 Every staff is expected to inform his/her immediate supervisor of any sickness within twenty four (24) hours, through all possible means.

6.3.3 Every regular staff is expected to submit his/her official Sick Leave Request (Annex) attaching letter from recognized medical facility/practitioner. All regular staff, who take sick leave for more than one month within one calendar year because of illness will be treated as provided hereunder.

6.3.4 After completing six two consecutive months of service, an employee shall be entitled to sick leave of the first month only with full salary and thereafter to sick leave of the second and third month with half salary and a further two months sick leave without pay, subject to production of certificate by the employee, of doctors certified incapacity to work, signed by a duly qualified medical practitioner or from a recognized hospital.

6.3.5 After five months of sick leave, if an employee is deemed by his/her doctor not fit to resume his/her duties, the CEO and PMT shall use its discretion to determine whether the employee’s employment should be terminated on medical grounds.

6.3.6 Sick leave shall not be carried forward and shall not be reckoned when computing annual leave.

6.3.7 Employees who fall ill during annual leave must submit a certificate from an approved medical practitioner covering the period of absence from duty since the expiration of the annual leave granted.

6.3.8 In the case of absence from duty as a result of an accident sustained while on duty and not due to the employee’s willful misconduct or neglect, full salary may be allowed for the period allowed for sick leave as indicated above.

6.3.9 In event of an accident caused through the employee’s own neglect or misconduct, the full salary will be forfeited for the whole or part of the period of absence from duty at the discretion of the CEO.

6.3.10 During periods of sick leave with partial pay, staff members receive full benefits.

## 6.4 Maternity Leave

6.4.1 A pregnant regular female staff shall be allowed to take time off for medical check-up related to her pregnancy upon prior approval of her immediate supervisor.

6.4.2 All women regular staff of OAT shall be entitled to 90 calendar days of maternity leave.

6.4.3 Maternity leave will be granted only to request made in writing as early as possible. Leave shall start atleast one month before the delivery. (Maternity Leave Form Annex) They should also state their intention to return to work not later than 2 months after giving birth or after such an extended period as approved by the CEO.

6.4.4 All breast-feeding mothers will be given two hours off in a day for nursing purposes, until the child is six months old. The HOD, COM or CEO shall agree on the appropriate timings.

6.4.5 Granting of maternity leave does not entail forfeiture of normal annual leave.

## 6.5 Paternity Leave

6.5.1 Male employees will be granted paternity leave with full pay for a maximum period of 10 (ten) working days. The request for paternity leave must be supported by valid evidence and prior approval must be obtained from the immediate supervisor HOD, COM and CEO.

6.5.2 Paternity leave can only be taken within a four-week period during or after the wife’s delivery.

6.5.3 Granting of 10 days paternity leave does not entail forfeiture of normal annual leave.

## 6.6 Compassionate Leave

6.6.1 Compassionate Leave is granted by OAT to enable a staff member to attend to the death of an immediate family member up to a max of 10 calendar but not necessarily consecutive days per year. This is in recognition of the importance of family responsibilities at times of personal hardship.

6.6.2 An immediate family member constitutes a parent, spouse, biological child, or immediate sibling (brother/sister).

6.6.4 For all other cases, employees shall be expected to utilize annual leave. The required notice period for annual leave may be shortened, at the discretion of the employee’s supervisor HOD, COM and the CEO.

6.6.5 Compassionate leave days shall include weekends and public holidays.

## 6.7 Compensatory Leave

6.7.1 Permanent/regular, project as well as temporary staff may be obliged to work on declared public holidays.

6.7.2 When circumstances so demand staff shall be compensated by way of additional leave days, as there is no overtime pay provision.

6.7.3 Compensatory leave shall not be carried forward to the following year.

## 6.8 Academic Study Leave

6.8.1 A regular/permanent employee shall be entitled to take up to five (5) days of academic study leave per calendar year for sitting an examination, upon submission of prior written request accompanied with supportive evidence and, upon getting prior approval from his/her immediate supervisor/HOD, for the period of the examination only.

6.8.2 Study leave will not be given for academic studying and other preparation purposes.

6.8.3 Permission for an employee to take exams study leave may be withheld if the studies for which they are enrolled bear no relation to the employee’s job. In such cases, staff will be encouraged to utilize their annual leave.

6.8.4 The CEO, may terminate the study leave at any time if it is established that the employee is not properly using the study leave for the purpose intended.

## 6.9 Leave without Pay

6.9.1 A Regular Staff who has exhausted his/her annual leave and wishes to take leave without pay shall be eligible for leave without pay up to a maximum of ten (10) working days.

6.9.2 Leave without pay up to 10 days shall be allowed upon approval of the immediate supervisor/HOD, COM and CEO.

6.9.3 The officer authorizing leave without pay shall copy the authorization to the Finance Office for appropriate action.

6.9.4 A Staff who absents himself/herself for more than the 10 day with no prior approval shall be considered to have terminated her/his employment with OA without notice.

## 6.10 Special Leave

6.10.1 In case of admission of children below 5 years and for whom the parent is required to accompany throughout the admission period, such period will be treated as special leave.

6.10.2 Special leave will not exceed 5 working days. In cases exceeding this period, annual leave will be utilized. Special leave will not be carried over to another year.

## 6.11 Other Leaves

6.11.1 All staff shall be eligible for leave with pay for the time they need to appear before courts on OA business, or before other legal authorities to meet their legal obligations or exercise their civil rights.

6.11.2 A request for such leave must be supported by genuine documentary evidence and must have the prior authorization of the employees’ supervisor/HOD & COM.

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# 7.0 Promotion

* + 1. Promotion is the movement of a staff to a higher grade post with increase in basic salary.
    2. It is the commitment of OAT, whenever possible, to promote regular deserving and qualified staff who have proven ability and potential to higher positions that may arise in the course of time, with corresponding increases in salaries, duty and responsibility.

7.1.3. Performance Appraisal/Evaluation Records (Annex) shall be given greater weight when potential staff is considered for promotion. The academic qualification and experience requirements may be waived at the recommendation of the immediate supervisor/HOD and upon approval of the CEO.

7.3.2 A letter of promotion shall be written to the staff member signed by the CEO copied to all relevant units (Annex Letter of Promotion).

7.3.3 The Finance Officer shall be notified of the promotion and remuneration adjustments shall be made from the effective date of promotion.

7.3.4 The office responsible for human resource shall officially announce the promotion of the staff

# 8.0 Performance Appraisal

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## 8.1 General Description

8.1.1 Performance appraisal is a very crucial process to all staff of OAT.

8.1.2 The purpose of performance appraisal is to evaluate the job performance of the staff and assess their training and development needs.

8.1.3 Performance appraisal for all regular staff shall be done by PMT once every year, at the end of the fiscal year.

8.1.4 Supervisors are encouraged to carry out mid-term appraisals whenever necessary in order to offer timely information on progress in achieving performance plans.

8.1.5 The format design annexed shall be used to formally conduct performance interviews.

8.1.6 The outcome of the performance appraisal must be strictly confidential and placed in employee’s personal file.

8.1.7 A detailed description of the Performance Appraisal System is available in the AFM Manual Annual Staff Performance Appraisal (Annex)

## 8.2 Procedures

8.2.1 The officer in charge of human resource shall circulate a notice with the necessary forms requiring that annual performance evaluation be done within specified time frame.

8.2.2 Supervisors/HOD shall set time for the appraisal interview in consultation with the employee, and shall refer to the job description (Annex) of the position and assess achievements vs work plans and progress reports (Annex) for the appraisal period, conduct the interviews and evaluate achievements and assess need to improve and complete the form as required.

8.2.3 The completed form shall then be filed in the personal file of the appraise (Annex).

8.2.4 Follow-up shall be carried out by the respective supervisor/HOD and the officer in charge of human resource (Eg where appraisal states need for training, set up mentoring program).

8.2.5 An confidential Annual Overall Appraisal Report (Annex) on the outcome of the performance evaluation with recommendations for follow up shall be prepared by the officer responsible for human resources and share with staff member.

# 9.0 STAFF TRAINING AND DEVELOPMENT

## 9.1 General principles and procedures

9.1.1 In order to continuously develop the technical and managerial skills of its staff, OAT shall establish a Staff Training and Development Policy (Annex), which shall guide its activities. The policy shall stipulate eligibility, application and selection procedures, opportunities available, obligation of trainees, forms of training, educational leave and responsibilities, on job mentoring.

9.1.2 OAT shall concentrate on short-term training involving courses, workshops, seminars and exposure visits. As and when funds are available, long-term training for periods of six months or longer will also be offered to employees after 3 years service.

9.1.3 OAT shall try to consider individual aspirations as much as it is practicable. However, the main objective of offering training opportunities is primarily to meet the special needs of the organization and its program. Therefore, training should not be regarded as an entitlement and shall not guarantee promotion or increment of salary.

9.1.4 The officer in charge of human resources (Administrator) shall assume responsibility for planning and monitoring staff training and development activities.

9.1.5 As and when funds are available OAT shall endeavour to allocate adequate funds each year for staff development programmes.

9.1.6 Staff sponsored by OAT and who, for whatever reasons, do not successfully complete their training, may be requested to make a full refund of the cost of the training as spent by OAT. Staff may apply to the Board for exemption to this requirement, in writing, through the CEO.

9.1.7 OAT may subscribe to relevant professional journals to be made available to all staff.

# 10.0 Disciplinary and Grievance Procedures

## 10.1 General Description

10.1.1. OAT encourages a climate of diversity, of team, of belonging and pride in OA, mutual respect, openness, tolerance, non-discrimination, understanding, healthy debate and discussion among supervisors and subordinates.

10.1.2 The procedures for addressing grievances and disciplinary issues have been put into place to avoid situations that may generate conflict and an undesirable working internal and external atmosphere.

10.1.3 Grievance procedures allow staff to raise their dissatisfactions with regard to decisions taken against them. They aim at settling grievances is aimed at fairly and quickly and to help to prevent minor disagreements from developing into more serious disputes.

10.1.3 Disciplinary procedures in OAT aim at encouraging and educating staff to achieve and maintain high standards of behaviour and performance and uphold OA image. They also aim at ensuring that disciplinary offenses are dealt with fairly and consistently.

## 10.2 Procedure for Ventilating Grievances

10.2.1 An aggrieved staff may bring his/her grievance first to his/her immediate supervisor/HOD. Before a formal grievance is forwarded, staffs are encouraged to first discuss possible misunderstandings among themselves.

10.2.2 If the immediate supervisor is unable to resolve the grievance to the satisfaction of the aggrieved staff, then the case may be taken to the next level to COM or PMT and so on until it reaches the officer/organ/CEO or Board whose decision is final.

10.2.3 The CEO may designate a person or persons to investigate the case and advise him/her on action to be taken.

10.2.4 For staff reporting to the CEO, the next level of appeal shall be the Board of Directors which is the final authority on all matters of discipline.

## 10.3 Disciplinary Procedures

10.3.1 The offences which attract disciplinary measures are listed in the OAT Code of Conduct (Annex).

10.3.2 The authority to discipline and impose penalties against staff shall be exercised as follows:

1. **Verbal warning:** This may be exercised by the immediate supervisor.
2. **Written warning**: This may be exercised by the immediate supervisor/second level supervisor and HOD/or CEO.
3. **Suspension:** The power to suspend all cadres of staff shall vest in the CEO and the BoD.
4. **Dismissal:** The CEO shall dismiss staff or if needed, present the case for dismissal to the BoD who will have to sanction the final action.

10.3.3 The following disciplinary procedures shall apply:-

1. On receipt of an official complaint, the CEO or Board (based on severity) shall designate a person or persons to investigate the case and submit a report if required.
2. The affected staff shall be notified of the allegation and the intended disciplinary action and shall be given the right to respond to the allegation and present his/her defense.
3. After careful examination of the case and consultation with the PMT the CEO and/or BoD shall make a decision and inform the staff in writing.

10.3.4 During the period of investigations, OAT may suspend the services of the affected staff for up to three months.

## 10.4 Penalties

10.4.1 Based on the gravity of the offence, various penalties may be imposed. These shall include:-

* + 1. Verbal Warning
    2. Written Warning
    3. Salary deduction for unauthorised use of funds or assets
    4. Termination
    5. Summary dismissal

10.4.2. A written warning shall be given for the following first time offences.

1. Insubordination: refusal to follow instructions of superiors in line of responsibility,
2. negligence in job or in handling property as per assignment and rules and regulations of OAT,
3. repeated tardiness in coming to work or leaving earlier than the office closing hours,
4. unwillingness to perform prescribed duties in a satisfactory manner,

10.4.3 A second-time offence shall attract termination without notice.

10.4.4 Major offences, which may attract Summary Dismissal are as follows.

* + 1. Absence from work without good cause for more than 10 consecutive working days or a total of thirty working days in a year,
    2. Theft of the organization’s property,
    3. Willful damage to organization’s property,
    4. Sabotage or willful damage,
    5. Giving false information in respect of educational qualifications or experience,
    6. Reporting to work under the influence of liquor or drugs (including at times of interaction with partners and visitors),
    7. Fraud or dishonesty,
    8. Physical violence against staff, partners or visitors,
    9. Abuse of authority such as: corruption, bribery, sexual harassment.
    10. Citing insurrection amongst staff

10.4.5 In the event of a major offence attracting summary dismissal, the CEO shall take the appropriate decision to suspend an employee pending the Board’s decision on the dismissal.

10.4.6 The above matters shall not preclude the employer from regarding any matters not mentioned in this section as constituting justifiable or lawful grounds for summary dismissal or written warning (Warning Letter Annex).

10.4.7 OAT reserves the right to undertake necessary legal action for cases involving misappropriation, mismanagement of its resources and/or abuse of authority.

# 11.0 Termination of Employment

## 11.1 General Description

* + 1. The employment of a staff member may be terminated upon the initiation of the organization HOD as well as the staff member and in accordance with this HR policy manual as well as the country’s labour laws.
    2. The following grounds shall constitute reasons for the termination of the service of a staff.

1. Redundancy
2. Retirement
3. Probationary termination
4. Disciplinary termination
5. Resignation
6. Termination by employer’s notice
7. Health problems
8. Cessation of the organization partially or wholly
9. Inability to perform prescribed duties in a satisfactory manner
10. Imprisonment or conviction of an offence
11. Expiry of the contract of employment
12. Insufficient revenue to continue position
13. Absenteeism
    * 1. Termination of employment may take place with or without notice depending on the case as provided in this Manual.
      2. Termination payments shall be made depending on each case as provided in OAT Finance Policy.(AFM Manual Annex)

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## 11.2 Redundancy

* + 1. The service of a staff shall be terminated with notice owing to restructuring or financial constraints or any other reason.
    2. The notice of termination shall be made in writing and shall state the reasons for and effective date of the termination.
    3. Letter of termination (Annex) shall be handed to the staff in person. In case of refusal to acknowledge receipt of the letter or impossibility to find the staff, the letter shall be posted on the notice board for ten consecutive days.
    4. The period of notice for such termination shall be:-

1. one month (30 days)for staff with more than one year but less than 5 years of service.
2. two months (60 days) for staff with more than 5 years but less than 10 years of service.
3. Three months (90 days) for staff with more than 10 years of service.

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## 11.3 Retirement

* + 1. The mandatory retirement age for staff working for the OAT shall be 60 years (Except those retained in advisory or consultant or volunteer capacity).
    2. A minimum notice period of thirty (30) calendar days shall be given to retiring staff in writing.

## 11.4 Probationary Termination

* + 1. OAT may terminate the employment of a staff on probation before the expiry of the probationary period.
    2. The decision for termination must be based upon an objective assessment of the performance of the staff. Since such an assessment must be formal, the form designed for the purpose must be filled out in advance (Staff Appraisal Form Annex).
    3. Termination notice shall be made in writing to the staff (Annex).
    4. A one-week (7 day) prior notice shall be given in such cases.

## 11.5 Disciplinary Termination

* + 1. Termination due to a major offence (As listed above) resulting in summary dismissal shall be effected without notice.
    2. Termination due to other offences, not resulting in summary dismissal, may be effected with a prior notice of up to a maximum of one calendar month.

## 11.6 Resignation

* + 1. All staff shall have the right to resign from their services upon giving one-month written notice. The letter shall be addressed and delivered to the CEO.
    2. OAT shall have the option of accepting or negotiating resignations.
    3. The CEO if so requested, shall have power to waive the requirement for notice on part of an employee who is leaving the service of OAT.
    4. Absence from work without good cause or notice or permission for over 10 consecutive working days shall be deemed to constitute resignation without notice and the organization shall be at liberty to terminate the employment of the staff in accordance with disciplinary provisions stipulated in this manual.
    5. The employee will have the option to resign from service by forfeiting one month salary in lieu of notice.

## 11.7 Termination Due to Health Problems

* + 1. The employment of a staff may be terminated if he/she is, for reasons of health or disability, unable to carry out his\her obligations under the terms of employment.
    2. The employment of a staff who absents herself\himself beyond the sick leave entitlement shall be subject to termination due to health problems (As specified above).
    3. The CEO shall have the right to terminate the services of a staff, who is incapacitated by reasons of mental or physical conditions after consultation with a medical practitioner.

## 11.8 Cessation of the Organization

* + 1. If an event, which entails cessation of the organization in part or whole occurs, the provisions of the Kenya Labor Laws shall be applied.
    2. As regards selection of staff to be terminated, the Board shall designate a committee of three persons, who shall put forward its recommendations.

## 11.9 Poor Performance

* + 1. The employment of any regular or temporary staff may be terminated due to inability to perform prescribed duties in a satisfactory manner.
    2. Every staff shall be informed of his\her deficiencies verbally as well as in writing before the supervisor proposes termination (Annex Staff Performance Appraisal Form).
    3. In the event of the staff not being able to improve performance, a written proposal to terminate the services of the staff shall be forwarded to the next level supervisor.
    4. The decision to terminate a staff shall be made in writing (Annex Letter of Termination) and shall be signed by the CEO or the Chairman of the Board.

## 11.10 Imprisonment or Conviction

* + 1. Absence from work due to a sentence of imprisonment passed against a staff for more than thirty days (30) shall subject him\her to termination without notice.
    2. Moreover, a staff’s employment shall be terminated if he\she is convicted for an offence in respect of which such conviction renders him\her unsuitable for the post heldor compromises OAT integrity.

## 11.11 Clearance certificate

11.11.1 Staff leaving OAT shall be required to hand over all the property that may be in their possession, with a Clearance Certificate (Annex) signed by the Head of Department and Administrator to certify proper handing over.

* + 1. The AO will sign the certificate on satisfactory submission of the employees Assets Inventory and the final dues will be paid, if the items have been returned.
    2. Any outstanding funds owed to the organization shall be deducted from the final dues.

## 11.12 Certificate of Service

11.12.1 Upon request, departing staff may be issued with a certificate of service (Annex) stating their period of service, trainings attended and the positions held.

## 11.13 Exit Interview

11.13.1 Staff leaving OAT will be requested to complete an Exit Interview Form (Annex) stating the reason for their departure, their views on the organization, management and operations, their views on their particular job and suggestions.

11.13.2 The head of department and the AO/HR officer shall discuss the contents of the form with the concerned staff and report to COM and file the responses.

# 12.0 Termination Payments

## 12.1 General Description

* + 1. Only permanent staff shall be entitled to termination benefits.
    2. Termination payments shall be made to help alleviate financial pressure at the time of termination of services.
    3. All such payments shall be made after presentation of clearance papers. In case of death, the declared family of the deceased staff shall produce proper court papers.
    4. Termination payments shall be effected as soon as possible provided the staff member presents required papers.
    5. Termination payments shall be made depending on the ground of termination as stipulated here below.
    6. Subject to capture of any outstanding loans, travel advances and payment for any equipment lost

## 12.2 Redundancy

12.2.1 In the event an employee’s position is declared redundant, they shall be entitled to a termination payment comprising the following:

a) Gratuity of ½ month basic salary for every completed year of service at current salary,

c) Pay in lieu of approved unused annual leave,

1. Outstanding salary and benefits,
2. Pension, if applicable and as per the rules and statutes governing the Scheme (Annex).
3. Capture of any outstanding loans, travel advances and payment for any equipment lost

## 12.3 Retirement

12.3.1 Termination payments for retiring staff shall comprise the following:

a) gratuity of ½ month basic salary for every completed year of service at current salary,

1. pay in lieu of approved untaken annual leave,
2. outstanding salary and benefits,
3. Pension, if applicable and as per the rules and statutes governing the Scheme (Annex)
4. Capture of any outstanding loans, travel advances and payment for any equipment lost.

## 12.4 Probationary Termination

12.4.1 When employment is terminated during probation, the departing employee shall only be entitled to outstanding salary but not qualify for any benefits and capture of any outstanding loans, travel advances and payment for any equipment lost..

## 12.5 Disciplinary Termination

12.5.1 When employment is terminated for disciplinary reasons, the departing employee shall not be entitled to notice nor gratuity, but is to be entitled to:

a) Pay in lieu of approved untaken annual leave.

b) Outstanding salary and benefits.

c) Staff’s contribution to the pension Scheme subject to the statutes governing the Scheme, if applicable.

1. Capture of any outstanding loans, travel advances and payment for any equipment lost

12.5.2 In cases where termination has been caused by staff conduct that resulted in loss of the organization’s property or funds, OAT shall have the right to remedy the loss through a comparable deduction captured from the termination payment.

## 12.6 Resignation

12.6.1 Upon resignation, a departing employee shall be entitled to termination payment comprising:

a) Approved, unused annual leave payment,

b) Outstanding salary and benefits,

c) Pension as per the rules and statutes, if applicable

1. Capture of any outstanding loans, travel advances and payment for any equipment lost

## 12.7 Health Problems

12.7.1 When employment is terminated because an employee has been certified as no longer being medically fit to perform their duties, termination payments shall comprise:

a) Gratuity of ½ month basic salary for every year of service at current salary and proportion thereof,

1. Pay in lieu of approved untaken annual leave,
2. Outstanding salary and benefits,
3. Pension as per the rules and statutes governing the Scheme, if applicable.
4. Capture of any outstanding loans, travel advances and payment for any equipment lost

## 12.8 Death

12.8.1 Upon the death of an employee, the officially designated next of kin of the employee shall be entitled to receive termination payment due to the deceased as follows:

1. Kshs. 10,000 contribution towards funeral cost through the group life cover which will be maintained by OA
2. Gratuity of ½ month basic salary for every year of service at current salary or a proportion thereof.
3. Pay in lieu of approved unused annual leave
4. Full salary and benefits for the month when death occurs
5. Payment for one additional month
6. Pension plus accumulated interest, if applicable
7. Death caused by accident, compensation from group accident insurance cover a depending on the rules of the insurance provider
8. Capture of any outstanding loans, travel advances and payment for any equipment lost

## 12.9 Cessation of the Organization

12.9.1 Upon cessation of the organization, in part or whole, departing employees shall be entitled to the same termination payments they would have received if declared redundant.

## 12.10 Poor Performance

12.10.1 When employment is terminated due to poor performance, the departing employee shall be entitled to:

1. Pay in lieu of approved untaken annual leave.
2. Outstanding salary and benefits.
3. Staff’s contribution to the Scheme subject to the statutes governing the Scheme.
4. Capture of any outstanding loans, travel advances and payment for any equipment lost

## 12.11 Imprisonment or Conviction of an Offence

12.11.1 When employment is terminated because an employee has been convicted of a criminal office and/or imprisoned, the departing employee shall be entitled to:

* + - 1. Pay in lieu of approved untaken annual leave.
      2. Outstanding salary and benefits.
      3. Staff’s contribution to the Scheme subject to the statutes governing the Scheme.
      4. Capture of any outstanding loans, travel advances and payment for any equipment lost

12.11.2 In cases where a criminal offence by the departing employee resulted in loss of the organization’s property or funds, OAT shall have the right to remedy the loss through a comparable deduction from the termination payment.

# 13.0 Health and Safety Policy

## 13.1 General principles

OAT aims at providing and maintaining as far as is reasonably practicable a safe and healthy working environment.

## 13.2 First Aid

13.2.1 The first aid box and manual (Annex) can be found in OAT office. OAT will also ensure that trained first aid staff can be reached by all staff.

13.2.2 First Aid box keepers should liaise with the Administrator/AO to ensure that the box is appropriately stocked at all times.

13.2.3 A list of employees trained in first aid will be displayed on notice boards (Annex).

13.2.4 The Administrator will be responsible for monitoring when First Aid Assistants require refresher courses and further training.

## 13.3 Fire and Emergency

13.3.1 In the event of a fire on OAT premises all should stop work and follow the Fire and Evacuation Procedure (Annex). A general rule of the thumb is to be calm, not to run back to the office for personal belongings. The destination after exit should be the designated assembly area where all employees will be accounted for.

13.3.2 In general, the Administrator and other staff charged with care of the facility will take responsibility for ensuring that safety precautions are in place and employees are well aware of these and the evacuation procedures.

13.3.3 Fire Drills and similar evacuation exercises will be organised and carried out once a year by the Administrator office in charge of the office facilities.

## 13.4 Accident Reporting

13.4.1 All work related accidents must be reported (Annex) to the immediate supervisor, then HR/Administration office as soon as practicable for the purposes of record keeping, establishing the cause and recurrence prevention.

13.4.2. The CEO should be informed as soon as possible and the Administrator should record details of the incident into the occurrence book (Annex) stating witnesses.

13.4.2 Employees should ensure that all elements of their workstations are adjusted to suit them. They should also ensure that the workstation is tidy and free of tripping hazards like files, drawers, and cables.

13.4.3 In case of injury, the HR office will need to be informed so as to process the general accident benefits.

## 13.5 No Smoking

13.5.1 OAT is a health-conscious organization that promotes a non–smoking environment

13.5.2 Smoking is not allowed within OAT premises.

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## 13.6 Security

13.6.1 All efforts must be made to ensure unauthorised persons do not obtain access to OAT premises.

13.6.2 All employees will be issued with employee identification badges (Annex)

13.6.3 Visitors will remain at the reception until the appropriate member of staff is available to escort them in and out of the office area.

13.6.4 Staff members will be provided with lockable drawer/locker to store personal belongings where possible. Staff will also be provided with a key to their office and will be held responsible for any losses incurred due to unsecured offices.

13.6.5 OAT will not accept liability for loss of employee’s belongings on the premises.

13.6.6 Staff will be responsible for safe-keeping of OATs property in their care e.g. laptops, cameras and accessories and hand back Personal Inventory on termination (Annex)

# 14.0 HIV/Aids and COVID In The Workplace

## 14.1 General description

14.1.1 OAT is committed to providing equal employment opportunities to chronically ill and other handicapped individuals who are capable of performing their duties properly and safely.

14.1.2 Employees shall be provided with sufficient and updated information to enable them to protect themselves from HIV infection and to cope with the presence of AIDS and COVID.

## 14.2 OAT principles on HIV/AIDS in the workplace

14.2.1 HIV infection or AIDS should not in itself constitute a lack of fitness to work or be considered as a basis of termination of employment;

14.2.2 If for any reason an employee is unable to work, it is the policy of OAT to obtain a doctor’s assurance of the employee’s fitness for duty before allowing the employee to return to work.

14.2.3 AIDs will be treated as any other medical condition in considering medical treatment covered under OAT’s medical scheme and as described under the termination clause for medical reasons.;

14.2.4 There will be no obligation on the part of employees to inform OAT of their HIV/AIDS status, although employees are encouraged to inform the organisation for optimal support;

14.2.5 HIV testing with the specific and informed consent of the employee may be required if fitness to work is impaired by HIV-related illness;

14.2.6 Employees affected by, or perceived to be affected by HIV/AIDS, shall be protected from stigmatization and discrimination by other employees or clients;

14.2.7 HIV-infected employees and those with AIDS shall not be discriminated against, including access to and receipt of benefits from medical and other insurance related programes; and

14.2.8 OAT will endeavour to protect the confidentiality of employee’s medical information including HIV/AIDS status at all times

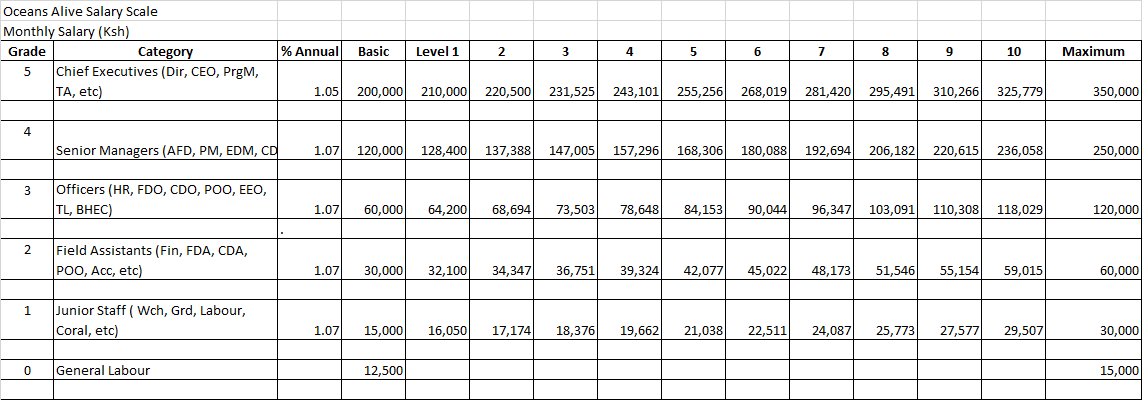
**14.3. OAT principles on COVID in the Workplace**.

14.3.1. All OAT staff, office visitors and meeting attendants are obligated to follow national protocols on COVID.

14.3.2. All staff, office visitors and meeting attendants shall observe hand washing or sanitization, wear a mask throughout, keep social distance of 1.5 m.

14.3.3. Should a staff fall ill with COVID, they are obliged to isolate immediately, inform the Administrator who shall ensure staff at risk from exposure are tested.

**Annex: 1** Staff Salary Grades



Annex 2: Job Announcement/Advert



Date: …………………..

Job Title: …………………………………….

Location: Kuruwitu, Kilifi County, Kenya

**About the Organization**

Oceans Alive is a Kenyan marine conservation NGO that works in community-based marine resource management. The organization is dedicated to supporting coastal communities in protecting marine biodiversity and ensuring sustainable use of marine resources.

**Objective**

The …………………… oversees and manages multiple projects within Oceans Alive Foundation, the role involves planning, executing, and delivering projects targets within budget, scope, and schedule while ensuring alignment with the organization's and donor goals and objectives.

**Job Summary**

The …………………… will report to the ……………………… and will be responsible for overseeing and managing all ongoing projects at Oceans Alive. The …………… will work closely with the project team, providing guidance, support, and training as required. The Projects Manager will be responsible for preparing workplans and budgets, project reports, ensuring that project outputs and targets are monitored and delivered on time. This will include building and maintaining relationships with partners and stakeholders and will coordinate project leads.

**Job description, roles and responsibilities**

1. *Project Management*: Oversee and coordinate all aspects of the projects, from conception to completion, which include managing project timelines, budgets, and resources and ensuring completion of project deliverables on time, within scope, and budget.
2. *Budget Management:* Turning project documents into action plans, ensure that project budgets and deliverables are monitored, and any variances are identified and addressed in a timely manner.
3. *Resource Management***:** Manage project resources, including personnel, equipment, and materials, to ensure they are utilized effectively and efficiently across all projects.
4. *Risk Management:* Identify and mitigate project risks, such as delays, cost overruns, and safety hazards.
5. *Stakeholder Engagement*: Identify and engage stakeholders to ensure that projects are undertaken in a participatory manner to enhance ownership and sustainability of project deliverables.
6. *Coordination:* establish and work with the project Management Team (PMT) to ensure that the project deliverables are as per workplan and budget, coordinated to ensure that the necessary resources are timely in place to support project activities.
7. *Partnership Management*: maintain relationships with stakeholders, including donors, partners, government agencies and community members.
8. Reporting: Provide regular project status reports to the Program Manager for onward transmission to senior management and donors.
9. *Monitoring and Evaluation:* in accordance with project documents prepare regular project reports that provide detailed information on project progress against deliverable indicators, impact, and meet donor reporting requirements.
10. *Quality Assurance*: Ensure that project deliverables meet the required quality standards.
11. *Process Improvement*: Continuously review and improve project technical processes, tools, and techniques.
12. *Capacity Building*: Support the admin and HR Manager in staff training needs assessment, development of the technical capacity of the project staff, providing training, guidance, and support as required.
13. *Fundraising*: Support the fundraising activities, identify opportunities, participate in concept and proposal development.
14. *Team Building*: Ensure a good internal relationship of your team and maintain a positive, happy, passionate and efficient.

Preferred skills set and qualifications.

1. Bachelor degree in Project management, Development studies or marine sciences.
2. Minimum of 5 years of hands-on project management experience, preferably managing multiple projects.
3. Preference will be given to experience in project management in marine community-based conservation.
4. Excellent leadership and communication skills, with the ability to manage a multi-disciplinary team.
5. Strong project management skills, including planning, monitoring, and evaluation.
6. Experience in managing projects funded by international donors is an added advantage.
7. Ability to work independently and under pressure, with a strong sense of initiative and self-motivation to deliver quality on time.
8. Fluency in English and Swahili, both written and spoken and computer literacy.

Annex 3. Job Applicant Evaluation Criteria



Annex 4. Job Interview Format and Report

**OCEANS ALIVE INTERVIEW**

Total Score

**PROJECT MANAGER APPRAISAL**

*(Score 1 if poor, 5 if excellent)*

**Applicant Name: …………………………….**

**Interviewed By: …………………………….**

1. Tell us about yourself, your qualifications and skills relevant to this position

**Score: 1…….2……3…….4…….5,** Comment:

1. Tell us about your experience as a project manager, especially your experience in natural resource management environment and fisheries projects.

**Score: 1…….2……3…….4…….5,** Comment:

1. Tell us about your management style and how you manage a multidisciplinary team

**Score: 1…….2……3…….4…….5,** Comment:

1. Tell us about your experience in planning, monitoring and evaluation tools

**Score: 1…….2……3…….4…….5,** Comment:

1. How do you measure program quality (how do you balance project budget and performance in terms of expected outcomes)

**Score: 1…….2……3…….4…….5,** Comment:

1. What was your most challenging experience and the solution you developed

**Score: 1…….2……3…….4…….5,** Comment:

1. List the donor project that you have managed, share some of the donor terms and conditions you have experience in (Budget, Reporting, documentation, output M&E)

**Score: 1…….2……3…….4…….5,** Comment:

1. Share with us your experience with the project management cycle

**Score: 1…….2……3…….4…….5,** Comment:

1. Why do you want to work with Oceans Alive and leave your current job

**Score: 1…….2……3…….4…….5,** Comment:

1. Tell us your availability

Immediate/30 days notice, Comment:

1. Do you have any questions you would like to ask

**…………………………………………………………………………………………………………**

**Signature and Date Interviewer: …………………………………………**

**Recommendations:**

**…………………………………………………………………………………………………………**

**…………………………………………………………………………………………………………**

Annex 5. Offer of Employment

Date

Name

P.O. Box ……., Kenya.

Email: ……. & phone no.

Dear XXXX,

**Re: Job Offer - XXXX at Oceans Alive Foundation**

I am delighted to extend a formal job offer on behalf of Oceans Alive Foundation for the position of ……. Your exceptional qualifications and experience make you an ideal candidate for this vital role within our Organization. We are excited to welcome you to our team, and your skills will significantly contribute to our mission of protecting and preserving our oceans.

Position: XXXXX

Start Date: ……………

Gross Salary offer: XXXXX/-

Working Hours: 40 per week plus 1 hours lunch break each day

Location: Kuruwitu

We are confident that your background and skills will make you an invaluable asset to Oceans Alive Foundation.

Please indicate your acceptance of this job offer by signing and returning a copy of this letter by ……….. In addition, we request that you also provide the necessary documentation for employment, such as a KRA pin, NSSF, NHIF, passport-size photo bank account details and national identification.

We look forward to your positive response and to having you join our team at Oceans Alive Foundation. If you have any questions or need further clarification, please feel free to contact us. Once again, congratulations on your appointment, and we eagerly anticipate your contributions to our organization.

We have enclosed your employment contract, terms of reference and Tool Kit 1, 2 & 3 for your review and guidance as to our expectations. This letter is valid for 3 month probation period subject to extension based on performance and project financing.

Yours sincerely,

**Desmond Bowden**

**CEO -Oceans Alive Foundation**

Encl.

Annex 6. Staff Data Form



**STAFF DATA FORM**

Attach employee passport photo here

Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Start date: \_\_\_\_\_ /\_\_\_\_\_ /\_\_\_\_\_

Position title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of birth: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Village/ Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

National Identity Card no/ Passport No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Incase of emergency, contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship with the person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Employee TAX PIN NO:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are you a Kenyan citizen? Y / N

If no:

Are you a permanent resident? Y / N

Do you have a Working Visa? Expiry date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Any restrictions? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Next of kin: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_ /\_\_\_\_\_ /\_\_\_\_\_

Manager’s signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_ /\_\_\_\_\_ /\_\_\_\_\_

**Office Use Only**

**Employee:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Status: |  |  | Pay rate: |  |
| Full time | \_\_\_\_\_\_\_\_\_\_\_ |  | Annual | \_\_\_\_\_\_\_\_\_\_\_ |
| Part time | \_\_\_\_\_\_\_\_\_\_\_ |  | Monthly | \_\_\_\_\_\_\_\_\_\_\_ |
| Casual | \_\_\_\_\_\_\_\_\_\_\_ |  | Hourly rate | \_\_\_\_\_\_\_\_\_\_\_ |
|  |  | |  |  |
|  | Date of first pay review: \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_ | | | |

Annex 7. Letter of Confirmation

Date

Name

P.O. Box ……., Kenya.

Email: ……. & phone no.

Dear XXXX,

**Re: Letter of Confirmation- XXXX at Oceans Alive Foundation**

With reference to the review of your performance during the probation period, from …………... to ……….., we are grateful to inform you that your employment has been confirmed as …………… effective from date ……………

The terms and condition as per mentioned in your job offer letter will remain unchanged.

We look forward to your valuable contributions and wish you all the very best for a fruitful career at Oceans Alive.

Please sign that you have read the toolkit, contract and agreed to a bid by the procedures.

Yours sincerely,

**Desmond Bowden**

**CEO -Oceans Alive Foundation**

Encl.

Annex 8. a) Staff Annual Appraisal Form

**OCEANS ALIVE STAFF ANNUAL PERFORMANCE EVALUATION FORM**

|  |  |
| --- | --- |
| **Candidate’s Name:** |  |
| **Position:** |  |
| **Supervisor Name, Date & Sign** |  |

**Notes On Scoring:**

Rank the candidate’s response and performance in regards to TORs for the position by a numerical rating and write specific job-related comments below.

5- Exceptional 4- Above Average 3- Average 2- Satisfactory 1- Unsatisfactory

Self-Assessment: Staff list 4 achievements they are proud of during this year, (period). Supervisor ranks response Vs Workplan

|  |  |  |
| --- | --- | --- |
|  | **Staff to list 5 achievements vs Workplan** | **Supervisor rating** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |

**General Feedback:** Supervisor to give feedback on general performance

|  |  |  |
| --- | --- | --- |
|  | **Staff get Feedback on following General Performance Evaluation** | **Supervisor Rating** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |

Self- Assessment to Improve: Dialogue with Staff on TOR areas they intend to improve in the next Year

|  |  |  |
| --- | --- | --- |
|  | **Staff to List Performance Areas they Intend to improve in the FY** | **Supervisor Agrees** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |

Staff Self – Appraisal: What Employees requires, needs in training or support to do better in the next FY

|  |  |  |
| --- | --- | --- |
|  | **Staff to List Areas they need support in the next FY** | **Supervisor Agrees** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |

**Overall impression and recommendations:** Final comments and recommendations

Total Scores

Comments

Annex 8. b) Weekly Staff Appraisal form

**OCEANS ALIVE**



**Weekly Priority Deliverables Report and Next Week Plan**

**Name of Staff: ………………..**

**Report Period: From: …………. To: …………….**

*(Each week, staff are to submit to CPM at weekly management meeting, 5 priorities to be achieved that week by project. At same time report last weeks progress against pre-agreed 5 priorities and discuss issues)*

**Last Week Progress Report of Achievement vs 5 Agreed Priorities Brought Forward**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No** | **Project** | **5 Priorities B/Fwd from Last Week** | **Deliverables Achieved** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
|  |  |  |  |

**Next Weeks Plans of 5 Agreed Priorities to be Achieved**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No** | **Project** | **Planned 5 Priorities for Next Week** | **Deliverables to be Achieved** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
|  |  |  |  |

Notes/Challenges: …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

Signed/Dated: Staff Member: ………………… Signed/Dated: PgM or PM: ………………………

Annex 9. Personal File Content (Date signed in receipt into record)

* CV and application letters
* Interview analysis
* References
* Contract
* Letter of offer
* Letter of Confirmation
* Job description
* Interview analysis
* Probationary performance assessment
* Annual performance assessment
* Signature for accepting Took kit 1, 2 & 3
* Annual Workplan
* Annual Budget
* Annual Reports
* Disciplinary letter
* Employee Bio/ profile
* Recommendation letter

Annex 10. List Public Holidays



**PUBLIC HOLIDAY LIST IN KENYA**

|  |  |
| --- | --- |
| **DATE** | **NAME** |
| January 1 | New Year's Day |
| Varies | Good Friday |
| Varies | Easter Monday |
| May 1 | Labour Day |
| June 1 | Madaraka Day |
| Depending on the sighting of the moon | Eid al- Fitr |
| Depending on the sighting of the moon | Eid al -adha |
| October 10 | Utamaduni day |
| October 20 | Mashujaa day |
| December 12 | Jamhuri Day |
| December 25 | Christmas Day |
| December 26 | Boxing Day |



Annex 11. Field Trip Report:

**Project Title …………………………………**

**Field Report/M&E Visit/Training**

**Reported By: ……………………… Date of Visit: …………………….**

**Topic/Theme of Visit: ……………………………………………**

**Persons Present (Attach attendance sheet)**

|  |  |
| --- | --- |
| Matters Discussed | 1 |
|  | 2 |
|  | 3 |
|  | 4 |
|  | 5 |
|  |  |
| Agreements Reached | 1 |
|  | 2 |
|  | 3 |
|  | 4 |
|  | 5 |
|  |  |
| Follow-up Action | 1 |
|  | 2 |
|  | 3 |
|  | 4 |
|  |  |
| Signed and dated |  |
|  |  |
| Supervisor Comment | 1 |

Annex 12. Board approval of Annual Increment.

Annex 13. Pension Scheme (NSSF)

****

**OCEANS ALIVE FOUNDATION LTD.**

**P.O BOX 73-80119 Vipingo.**

**Email:** [**admin@oceansalivekenya.org**](mailto:admin@oceansalivekenya.org)

Date

To:

Branch Manager

National Social Security Fund

Mtwapa Branch

Dear Sir/ Madam

Ref: OCEANS ALIVE TRUST REG NO. 22940278 EMPLOYEE REGISTRATION

We hereby introduce the following as employees of Oceans Alive Trust who require registration for NSSF

Name of employee ID No.

1. xxxxxxxxxxxx xxxxx
2. xxxxxxxxxx xxxxxx

Any assistance accorded to the employees will be highly appreciated.

Yours faithfully,



**DESMOND BOWDEN -CEO**

Annex 14. Medical Insurance (NHIF)

* Introductory letter



**OCEANS ALIVE FOUNDATION LTD.**

**P.O BOX 73-80119 Vipingo.**

**Email:** [**admin@oceansalivekenya.org**](mailto:admin@oceansalivekenya.org)

Date

To:

Branch Manager

National Hospital Insurance Fund

Mtwapa Branch

Dear Sir/ Madam

Ref: OCEANS ALIVE TRUST REG NO. 555373 EMPLOYEE REGISTRATION

We hereby introduce the following employees of Oceans Alive Trust who require registration for NHIF.

Name of employee ID No.

1. xxxxxxxxxxxx xxxxxxxx
2. xxxxxxxxxxxxx xxxxxxx

Any assistance accorded to the employees will be highly appreciated.

Yours faithfully,



**DESMOND BOWDEN -CEO**

Annex 15. Group Accident Policy

Annex 16. Leave Application Form (Pay/no pay)

**LEAVE APPLICATION FORM**

**(TO BE COMPLETED BY EMPLOYEE)**

Date: ………………………………….

Employee’s Name: ……………………………………………………………..

Department/Title:……………………………………………………….

Time off request……………………Days…………………..Hours………………………….

Beginning on………………………………..Ending on………………………………………….

**REASON FOR REQUEST**

|  |  |
| --- | --- |
| * Annual leave | * Paternity leave |
| * Compassion leave | * Vocational leave |
| * Sick leave | * Time off in Lieu |
| * Maternity | * others |
| * Unpaid leave |  |

Remaining leave days……………………

Employees Signature……………………………………………………………… Date: ……………………

Person relieving you ……………………………………………………… Date: …………………….

**TO BE FILLED BY YOUR SUPERVISOR:**

|  |  |
| --- | --- |
| * Approved | * Rejected |

Name: …………………………………………………………. Signature: …………………………… Date……………………………………

**TO BE COMPLETEED BY MANAGER / EMPLOYER**

|  |  |
| --- | --- |
| * Approved | * Rejected |

Name: …………………………………………………………. Signature: …………………………… Date……………………………………

Approved by HR Department: Signature ………………………… Date……………………………

Annex 17. Staff Annual Leave Calendar



|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Annex 18. Sick Leave Request

**SICK LEAVE APPLICATION FORM**

**(TO BE COMPLETED BY EMPLOYEE)**

Date: ………………………………….

Employee’s Name: ……………………………………………………………..

Department/Title:……………………………………………………….

Time off request……………………Days…………………..Hours………………………….

Beginning on………………………………..Ending on………………………………………….

**REASON FOR REQUEST**

|  |  |
| --- | --- |
| * Annual leave | * Paternity leave |
| * Compassion leave | * Vocational leave |
| * Sick leave | * Time off in Lieu |
| * Maternity | * Others |
| * Unpaid leave |  |

Remaining leave days……………………

Employees Signature……………………………………………………………… Date: ……………………

Person relieving you ……………………………………………………… Date: …………………….

**TO BE FILLED BY YOUR SUPERVISOR:**

|  |  |
| --- | --- |
| * Approved | * Rejected |

Name: …………………………………………………………. Signature: …………………………… Date……………………………………

**TO BE COMPLETEED BY MANAGER / EMPLOYER**

|  |  |
| --- | --- |
| * Approved | * Rejected |

Name: …………………………………………………………. Signature: …………………………… Date……………………………………

Approved by HR Department: Signature ………………………… Date……………………………

**NB: Must have a medical report attached**

Annex 19. Maternity/Paternity Leave Application Form

**MATERNITY LEAVE APPLICATION FORM**

**(TO BE COMPLETED BY EMPLOYEE)**

Date: ………………………………….

Employee’s Name: ……………………………………………………………..

Department/Title:……………………………………………………….

Time off request……………………Days…………………..Hours………………………….

Beginning on………………………………..Ending on………………………………………….

**REASON FOR REQUEST**

|  |  |
| --- | --- |
| * Annual leave | * Paternity leave |
| * Compassion leave | * Vocational leave |
| * Sick leave | * Time off in Lieu |
| * Maternity | * others |
| * Unpaid leave |  |

Remaining leave days……………………

Employees Signature……………………………………………………………… Date: ……………………

Person relieving you ……………………………………………………… Date: …………………….

**TO BE FILLED BY YOUR SUPERVISOR:**

|  |  |
| --- | --- |
| * Approved | * Rejected |

Name: …………………………………………………………. Signature: …………………………… Date……………………………………

**TO BE COMPLETEED BY MANAGER / EMPLOYER**

|  |  |
| --- | --- |
| * Approved | * Rejected |

Name: …………………………………………………………. Signature: …………………………… Date……………………………………

Approved by HR Department: Signature ………………………… Date……………………………

**NB: Must have a medical report attached**

Annex 20. Letter of Promotion

**Oceans Alive Foundation Ltd.**

***Email:*** [***info@oceansalivekenya.org***](mailto:info@oceansalivekenya.org)

***Website:*** [***www.oceansalive.org***](http://www.oceansalive.org)

***Tel +254 799 846174***

Date

Name

P.O. Box ……., Kenya.

Email: ……. & phone no.

Dear XXXX,

Re: Letter of Promotion - XXXX at Oceans Alive Foundation

It is with great pleasure to inform you of your well-deserved promotion to (position title). Your outstanding performance, dedication and commitment to the organization have not gone unnoticed and we are delighted to recognize your hard work with this promotion.

Your new role will involve (brief description of new role). We have no doubt that you will excel in this new position bringing your expertise and enthusiasm to the role and contribution to the continued success of OA.

Effective (date), you will receive a gross salary of XXXX in recognition to your new role and responsibilities. You will also be eligible for additional benefits (list if applicable)

We want to assure you of our committed support in your new role and provide you with necessary resources to succeed

Please acknowledge acceptance of this promotion letter in writing by (Date).

We look forward to your continued success and contributions to OA

Yours sincerely,

Desmond Bowden

CEO -Oceans Alive Foundation

Encl.

Annex 21. Letter of Renewal of Contract

****

**Oceans Alive Foundation Ltd.**

***Email:*** [***info@oceansalivekenya.org***](mailto:info@oceansalivekenya.org)

***Website:*** [***www.oceansalive.org***](http://www.oceansalive.org)

***Tel +254 799 846174***

Date

Name

P.O. Box ……., Kenya.

Email: ……. & phone no.

Dear XXXX,

Re: Letter of Renewal of Contract - XXXX at Oceans Alive Foundation

Under the same terms and conditions of the existing contract, we hereby extend your contract for the ……... period starting from date……… to date………

Yours sincerely,

Desmond Bowden

CEO -Oceans Alive Foundation

Encl.

I have received a copy and am aware of the contents of the foregoing letter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature         Date

Annex 22. Staff Training and Development Policy

Annex 23. Warning Letter Format



**Oceans Alive Foundation Ltd.**

***Email:*** [***info@oceansalivekenya.org***](mailto:info@oceansalivekenya.org)

***Website:*** [***www.oceansalive.org***](http://www.oceansalive.org)

***Tel +254 799 846174***

**Date**

**Name**

**Title- OAF**

**Phone no**

**Dear xxxx,**

**RE: WARNING LETTER**

This letter shall serve as a formal written reprimand and is to confirm in writing our discussion on ……. concerning your unacceptable misconduct / theft/ dishonesty/ aggressive behavior to other staff/ miscommunication e.t.c

This is unacceptable behaviour

As per our discussion, we hope that you will respond to this disciplinary matter by engaging in the attached agreed correction action plan. This includes:

1. ………….
2. …………..
3. …………..

In 30 days, we will hold a follow up meeting to assess your progress in implementing the correction action plan

Sincerely,

DES BOWDEN

**CEO -OAF**

CC- Finance & Admin

I have received a copy and am aware of the contents of the foregoing letter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature         Date

Annex 24. Letter of Termination

**STRICTLY PRIVATE AND CONFIDENTIAL**

**Date**

**Name**

**STAFF NO: OAFxxxx**

**TEL NO: …………**

**Dear Sir/Madam,**

**RE: AGREED TERMS OF TERMINATION OF CONTRACT OF xxxxxxxxxxx**

Based on our meeting of ……………. the undersigned mutually agreed to the following terms and condition in respect to termination of your contract with Oceans Alive as of …………..

We agreed the following dues:

|  |  |
| --- | --- |
| Benefits |  |
| Severance pay – first year of Employment -15 days | XXXXX |
| Severance pay – for the subsequent years -each year calculated separately ( 15 days p.a) | XXXXX |
| Leave days | XXXXX |
| Total Benefits | **XXXXX** |
| Salary |  |
| Last month salary | XXXX |
| One month notice | XXXX |
| Total Salary | **XXXXX** |
| Less: Deductions |  |
| PAYE | (xxxxx) |
| NHIF | (xxxxx) |
| NSSF | (xxxxx) |
| Housing Levy | (xxxxx) |
| Pending loans | (xxxxx) |
| Advances | (xxxxx) |
| Total Deductions | **(xxxxxxx)** |
| Net Salary (Total salary – Total deductions) | **XXXX** |
|  |  |
| Actual Pay |  |
| Net Benefits (Total Benefits – PAYE on service gratuity) | **XXXX** |
| Net Salary | **XXXX** |
| Net pay | **XXXXX** |

On signing below, you certify handing over of all reports, project assets/ inventory and are agreement that these dues conclude all obligation on part of Oceans Alive and hereby mutually terminates our contractual arrangement.

Your sincerely

For and on behalf of Oceans Alive Foundation ltd

Des Bowden

CEO

CC: Finance & Admin OA

**ACKNOWLEDGEMENT OF CLOSURE OF CONTRACT AND HANDOVER OF ASSETS**

For and behalf of Name…………. ID NO……………………I am in full agreement that this arrangement concludes my terms of service and that I have handed over all items, reports and assets in my possession as per the attached clearance certificate. Furthermore, I acknowledge that no further dues are forthcoming to me and on acceptance I certify that I shall make no further claims for any outstanding dues to me.

Signature………………………………………………Date………………………………………

Annex 25. Exit Clearance Certificate

**EXIT CLEARENCE FORM/ CERTIFICATE**

Name: ……………………………………………………………………………….

Department: ………………………………………… Supervisor: ………………………………

Position Held: ……………………………………………………………...

Last Day of Service: ………………………………………………………………………...

Email Address: …………………………………………………………………...

Employee signature: …………………………………..... Date: ……………………

Before departure, please ensure you clear with your immediate supervisor and relevant department on the following item;

|  |  |  |  |
| --- | --- | --- | --- |
| **IT Department:** | **Asset serial no.** | **Received by (sign)** | **Date** |
| Laptop 1 |  |  |  |
| Laptop 2 |  |  |  |
| Desk/ Laptop locker |  |  |  |
| Phone |  |  |  |
| Confirm deletion of employee from system access & password |  |  |  |
| Suspension of email address and redirection of email to supervisor |  |  |  |
| Telephone Pin |  |  |  |
|  |  |  |  |
| **Finance Department** | **Comments** | **Received by:** | **Date** |
| Staff advances and other liabilities reconciled (if any) |  |  |  |
| Receipts handed to finance (if any) |  |  |  |
|  |  |  |  |
| **HR Department** | **Comments** | **Received by:** | **Date** |
| Acknowledge resignation letter from employee |  |  |  |
| Certificate of service issued |  |  |  |
| Desk Keys |  |  |  |
| Medical Cards- for self and dependants |  |  |  |
| Cancellation of benefits |  |  |  |
| Exit interview form |  |  |  |
| **Immediate supervisor** | **Comments** | **Received by:** | **Date** |
| Handover report submitted |  |  |  |

Immediate supervisor: ……………………….…... Signed: ……………… Date: ………………

Head of Departments (Director): ……………………………………… Date: ……………………….

**Return this to the Finance & Administration department on completion to facilitate the release of final dues**

Annex 26. Record of Personal Inventory



Employee Name: ………………………………………..

Employee ID: …………………………………………………..

Employee Title: ………………………………………………

Department: …………………………………………………….

|  |  |  |  |
| --- | --- | --- | --- |
| **Company Asset Details** | **Manufacturer** | **Model/ Serial no.** | **Date Received** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Employee Signature ………………………………………………………………………….

Annex 27. Certificate of Service/ Certificate of Recognition

****

**CERTIFICATE OF SERVICE**

To whom it may concern;

This is to certify that ( employee name) was employed at Oceans Alive Foundation Ltd from ( date of commencement) to ( date of cessation) on (full time/part time) contract

At the time of leaving the organisation he/she was serving in the position of ( position title)

Regards,

Signature

Des Bowden

CEO-Oceans Alive Foundation

Annex 28. Exit Interview Form

**EXIT INTERVIEW FORM**

Name: ………………………………………... Date: ………………….

What is your main reason for leaving OA?

………………………………………………………………………………………………………………………………………………………………………………………………………………

How did you find your induction when you started here?

………………………………………………………………………………………………………………………………………………………………………………………….

Did the reality alter from your expectations when you first joined us?

……………………………………………………………………………………………………………

What has been good/enjoyable/satisfying working with us?

……………………………………………………………………………………………………………………………………………………………………………………………………………………..

What has been frustrating/difficult/upsetting working with us?

………………………………………………………………………………………………………………………………………………………………………………………………………

What extra responsibilities would you have liked to be given?

…………………………………………………………………………………………………………………………………………………………………………………………………………………………..

Is there anything we could have done differently to enable greater use of your capabilities?

………………………………………………………………………………………………………………………………………………………………………………………….

How well do think your training and development needs were assessed and met?

…………………………………………………………………………………………………………………………………………………………..

What training and development did you find most helpful and enjoyable? (if any)

……………………………………………………………………………………………………………………………………………………………………………………………………….

How did you find the communication within OA?

…………………………………………………………………………………..

How would you describe the culture or 'feel' of OA?

……………………………………………………………………………………………………………………………………………………………………………

How did you find relations/collaboration within the school?

……………………………………………………………………………………………………………………………………………………………..

Were there opportunities to provide feedback?

……………………………………………………………………………………………………………………………………………………………………………………

How do you feel in general about OA?

……………………………………………………………………………………………………………………………………………………………………………………………

Any additional comments?

……………………………………………………………………………………………………………………………………………………………………………

*If you are accepting a new position, please reply to the following questions.*

What particularity attracted you to apply for your new role?

……………………………………………………………………………………………………………………………………………………………………………………………………..

What are they offering that we are not?

……………………………………………………………………………………………………………………………………………..

Signature: …………………………………...



Annex 29. First Aid Training Certificate

**FIRST AID TRAINING CERTIFICATE**

This is to Certify that;

……………………………………………………………………...................

Has satisfactorily completed the first aid training

………………………………………………………………………………………

Given this ……….…… day of ………..……… in the year……………………

Signature

Annex 30. Fire Evacuation Drill



Annex 31. Accident Report

**ANCIDENT REPORT**

To ensure a safe work environment, it is mandatory for all employees to complete this form in the event of a work-related incident. Any incident should be reported as soon as possible but no later than 24 hours after its occurrence. Failure to report such incidents within the prescribed timeframe may result in disciplinary action, which could include suspension or termination.

|  |  |
| --- | --- |
| **Issued By:** | **Project Name:** |

|  |  |
| --- | --- |
| **Incident Information** | |
| **Employee Name:** | **Date Reported:** |
| **Employee Title/ Role:** | **Time Reported:** |
| **Date of Incident:** | **Incident Location:** |
| **Time of Incident:** | **Witness Name(s):** |

|  |
| --- |
| **In as much detail as possible, please describe the incident that occurred in the space below** |
|  |

|  |
| --- |
| **Please describe any conditions or factors that may have contributed to this incident** |
|  |

|  |
| --- |
| **Please describe what could have been done differently to avoid this incident** |
|  |

|  |  |
| --- | --- |
| **Was anyone injured as a result of this incident?** | |
| * **Yes** | * **No** |

**\*If an injury occurred, please ensure you complete and submit an injury report form along with this incident report.**

|  |  |
| --- | --- |
| **Were there any witnesses to the incident?** | |
| * **Yes** | * **No** |

**\*If one or more witness was present during the time of the incident, please fill in their name(s) and contact information:**

|  |
| --- |
| **Witness Name(s):**  **Witness Contact Information:** |

**Employee Signature ……………………………….. Date ………………………**

**Supervisor / Manager Signature………………………… Date ……………………..**

Annex 32. Employee Identity Badge

Annex 33. Code Of Conduct



**Oceans Alive Trust/Foundation**

**Institutional Tools**

**of**

**Code of Conduct**

*Final*

**Background**

To uphold our image, our reputation and brand, the OA Board of Trustees, have issued these policies which establish their commitment to safeguard against Oceans Alive actions that may lead to adverse exploitation of the environment, or do harm to vulnerable communities, women and children. The intention is not to put at risk our rural, coastal communities who face challenges of food and energy insecurity, environmental degradation, economic and educational nature, and it observes the protection of children, described as youth under 18 years.

**Policy Objectives**

Oceans Alive is committed to delivering sustainable benefits through our programs and projects, and we place great importance on the rights of our partner communities, partner organizations, our beneficiaries and our people. To create a safe, considerate and positive working culture we have developed safeguard policies that guide our work and ensure we “do no harm”, neither to the environment nor to the people we work with and the communities we support and their children. This means protecting communities from the potential risk and harm that could arise from coming in contact with anyone working for or with us, or from our activities, or our in-action and our programs and projects.

**Policy Application**

These policies are summarized in this Code of Conduct that applies to all who work for and are associated with the Oceans Alive brand, notably;

1. Employees
2. Consultants
3. Visitors
4. Board Members
5. Volunteers and interns
6. Partners
7. Trainers of trainers
8. Partners and
9. Stakeholders

Everyone who works with, partners with, are associated with and stakeholders and those who visits with, Oceans Alive are expected to agree to, support, and abide by these policies. Specifically, this Code applies to our staff, partners, consultants and any visitors to our offices, sites, programs and partner communities, and we take a zero tolerance approach to anyone who contravenes our Code of Conduct or does potential harm to the image of Oceans Alive.

**Code of Conduct:**

Each individual listed and those that interacts with Oceans Alive is ultimately responsible to ensure compliance with this policy, and its reporting obligations.

We must therefore, as a team, through our actions, or inactions:

1. Respect our partner communities’ heritage, customs and culture, and not offend or alter.
2. Not knowingly commit a criminal offence.
3. In all we do, abide by the national and county government legislative framework that governs all that we promote.
4. Not endanger the health and safety of an individual or put their livelihoods at risk.
5. Be aware of, and do your best to limit your environmental impact.
6. With the exception of salaries from employment and travel allowances, all persons, and your immediate family and close friends, should not receive a personal gain or financial benefit from project expenditures or operations (e.g. receive additional income from accommodation and travel allowances, or profit from supplying goods or services).
7. Maintain receipted records of all expenditures and incomes segregated by projects and departments, ensuring proper accounting, and annual audits and financial reports are presented to the Board.
8. Produce factual progress reports of our achievements and avoid any fake news or raised expectations in our outward reporting.
9. All employment opportunities must be advertised widely, and recruiters must carry out unbiased recruitment for all positions, declaring and withdrawing if any conflict of interest.
10. Conduct yourself professionally and work hard and be dedicated to achieve your Brand, project goals, and uphold our good image;
11. Not to exploit, abuse or harass, in any way, community members, partners, colleagues or children.
12. Not to engage in sexual relationships with direct beneficiaries of our programs and with members of the communities where we work (unless you are originally from, or have become a long term resident of that community).
13. Not engage in any form of transactional sex or relationships where the giving and/or receiving of gifts, money, employment opportunities or other services is used to gain sexual favours.
14. Comply with internal administrative policies, the most important of which are gender, child and vulnerable adult protection, avoid personal or sexual harassment, do not participate in any form of bribery and fraud.
15. Not show discrimination of race, culture, age, qualifications, gender, disability, religion, sexuality, political persuasion or other status.
16. Not act in any way that embarrasses, shames, humiliates or degrades anyone, a vulnerable adult or child.
17. You must not conceal any information relating to any incidents or behavior that contravenes this Code of Conduct.
18. Bring attention to management when any incident or knowledge comes to light that our actions or inactions have caused confusion, mis-understanding or conflict, and do what is need to diminish and defuse the situation.
19. Ensure that our government, NGO, CBO and community partners are consulted each step of the way to ensure harmony, avoiding mis-representation.

**General Behaviour**

All staff are expected to uphold the image of Oceans Alive and conduct themselves as follows:

1. Be respectful and professional with all interactions.
2. Listen and communicate clearly, avoid any misunderstanding, misconception or misrepresentation.
3. Use common sense in dialogue with community, be caring, sympathetic, attentive, sensitive and aware of needs, avoid heated debates and show of tempers.
4. Act in an appropriate, respectful manner according to local custom and culture.
5. Be sympathetic to community needs, but be aware of your responsibility, to not raise undue expectations.
6. Be aware and do not contravene local customs, policies, procedures and traditional laws and regulations.
7. Promote state protocols as relates to the COVID pandemic, and observe these protocols in all interactions at meetings, with staff and communities (ie social distancing, wearing mask, vaccination, etc).
8. Draw attention to the prevention of HIV/AIDs and address and resolve any fish for sex type behaviour.
9. Promote actions that combat climate change and reduce threats to the environment, assist communities with options to tackle issues, like resource over-exploitation, pollution, plastics, poor sanitation, etc.

**Whistle-blowing**

We are an open, self-critical and transparent organization and we have created a reporting procedure to support our Code of Conduct. If you believe that someone working for or with us is not supporting or abiding by the Code of Conduct you should raise your concern confidentially with management (ie CEO or Chief Operations Manager-COM). We encourage you to report any wrong-doing, notably:

1. We will take all reports seriously and commit to investigate all reports thoroughly.
2. We assure employees making reports of anonymity, protection from suffering a detriment or having their contract terminated for ‘whistleblowing’.
3. However, if the procedure has not been invoked in good faith (e.g. is used for malicious reasons or in pursuit of a personal grudge), and the investigation concludes that the report was malicious or vexatious, then offender may be subject to disciplinary action.

**Signed in Acceptance**

The undersigned acknowledge having read, understood and commit to abide by this Code of Conduct to uphold the good image of the Oceans Alive brand.

Signed and dated by staff: ……………………….

Name of Staff: ……………………….

Position in Oceans Alive: ………………………

Annex 34. Implementation Role of Project Leads

****

**OCEANS ALIVE**

**Standard Operating Procedure**

**Implementation Role of Project Leads**

**Proposed Project Leads (PL)**

1. Wildlife Direct…..
2. FFI….
3. Biopama MTG….
4. Biopama STG….
5. LEAP…
6. Coral….Ocean Eyes…
7. Coral AMG
8. WCS
9. Platcorp…
10. Rockerfeller…
11. REGEN 10..

**Objectives of PL**

To make smooth project implementation, the PL is appointed to take the lead in allocated project, turning proposal into budgeted work plans and leading the project technical teams, coordinating efforts to ensure delivery of quality results and consulting Office Manager on all financial issues, and ensure operations within budget codes.

**Step-wise Role of PL**

1. Read and familiarize with project document (ie proposal, plans and budget).
2. Consult Designers to explain vision and reasoning and intentions for better understanding.
3. Form a Project Implementation Management (PIM) Team.
4. Together with Designers, explain the project to the PIM Team.
5. Work with PIM and Designers to turn project proposal into a budgeted work plan.
6. Make clear everyone’s role so no misunderstanding explain who is doing what.
7. Establish a monitor 5 priority deliverables/week and reporting system (attached)
8. Organize regular PIM meetings to report progress, deal with challenges and budget issues.
9. Mentor and guide PIM team on deliverables
10. Encourage team work
11. Consult Designers if clarity needed
12. Deal with any issues, misunderstandings, conflicts, etc consult COM when needed.
13. Ensure COM and Office Manager are informed each stage, of progress and financial matters.
14. Protect project assets that are assigned to project.
15. Encourage PIM Team members to present regular learning seminars to inform all OA staff and partners of the project and its achievements.
16. Engage interns and LEAP students wherever possible
17. AOB.

**OCEANS ALIVE**



**Weekly Priority Deliverables Report and Next Week Plan**

**Name of Staff: ….**

**Month: …..**

**Report Period: From: ….. To: ….**

*(Each week, staff are to submit to CPM at weekly management meeting, 5 priorities to be achieved that week by project. At same time report last weeks progress against pre-agreed 5 priorities and discuss issues)*

**Last Week Progress Report of Achievement vs 5 Agreed Priorities Brought Forward**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No** | **Project** | **5 Priorities B/Fwd from Last Week** | **Deliverables Achieved** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |

2. **Next Week’s Plans of 5 Agreed Priorities to be Achieved**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No** | **Project** | **Planned 5 Priorities for Next Week (and dates)** | **Deliverables to be Achieved** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |

Notes/Challenges: ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

Signed/Dated: Staff Member: ……………………... Signed/Dated: PgM: ………………………

Annex 35. Vehicle Operations Policy and Regulations

****

**Oceans Alive Trust/Foundation (OA)**

**Standard Operating Procedures (SOP)**

Annex 1:

**Vehicle Operations Policy and Regulations**

**Vehicle Policy Statement**

OA vehicles (ie car, boats, motorcycles, etc) are for official project activity and use and are not exclusive to any one person, project, department or activity, except that priority is given to the “Expedition Program’ and vehicle has to be available to each intake in line with the LEAP Agreement requirements.

**Vehicle Use Regulations**

Vehicles must:

1. Have adequate insurance and all risk cover and be maintained by Administration Office.
2. Have a log book (attachment …), and all movement is to be registered in terms of millage out, mileage in, reason for journey, etc.
3. Have all fuel entered into log book and report submitted regularly with copy log book and receipts.
4. Have safety equipment (ie fire extinguisher, tow rope, jack, wheel spanner, toolkit, tow rope, red triangles, first aid kit, etc).
5. Be serviced regularly (ie every 5,000 km) at appointed garage, and only when authorized by CEO or PgM.
6. No private use is permitted, except in exceptional circumstances whereby user pays AA rates (ie. Ksh 60/km and fuel) and has to have pre-authorized permission from CEO or PgM.
7. International travel is not permitted, without expressed request of CEO or PgM.

**Driver Use Regulations**

Only drivers designated by management (ie CEO or PgM) may drive OA vehicles, and drivers must:

1. Be over 18 years of age
2. Be employees of OA.
3. Have a valid Kenyan driving license, or international equivalent for type of vehicle.
4. Have at least 3 years driving experience
5. Follow all rules of the road, traffic and speed signs, and respond respectfully to any police pull-over questions.
6. Be registered with OA vehicle insurance policy as designated driver.
7. Must maintain log book entry of all journeys and fuel usage and services.
8. Must also keep a log of service dates and insurance renewal, and remind administration office.
9. Not drive while under influence of alcohol or intoxicating drugs.
10. On long journeys take adequate breaks.
11. Carry emergency water
12. Familiarize with emergency protocols and basic first aid.
13. Do regular water and oil checks, including any break or transmission fluids.
14. Maintain vehicle in clean condition, interior and exterior.
15. Must not drive it tires are dangerously worn.
16. Be responsible for controlling passenger behavior and noise volume if acting recklessly, especially if in back of a pick-up.
17. Ensure rubbish is collected and properly disposed and not throw carelessly from the window.
18. If driving expedition volunteers must be familiar with LEAP Agreement safety protocols (attach)

**Behavior if in Accident or Injury**

Familiarize and follow the insurance guidelines (attach):

1. Provide medical assistance to any injured
2. Call CEO and or PgM immediately
3. Do not admit liability
4. Exchange insurance policy and contact details
5. Take photographic evidence
6. Write down as soon as possible a back to office detailed accident report.
7. Complete and secure copy of a police accident report as required for insurance
8. Arrange tow truck if vehicle disabled, but secure written quote beforehand.

Annex 36. Bahari Hai Education Centre Operations Policy and Regulations

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**Oceans Alive Trust/Foundation (OA)**

**Standard Operating Procedures (SOP)**

Annex 2:

**Bahari Hai Education Center Operations Policy and Regulations**

**Bahari Hai Education Policy Statement**

OA Bahari Hai Expedition Center operations is to fulfill OA strategic plan objectives of offering an education program and awareness of marine conservation and management for local and international students, communities and interns. The center is open for all official project activity and use and are not exclusive to any one program or project or department or activity, except that priority is given to the “Expedition Program’ for which the facility has to be available as booked by each intake and is managed in line with the LEAP Agreement requirements.

**Center Management**

The center shall be staffed by regular OA employees, who are contracted by OA as per the TORs toolkit and SOP tools and contract conditions, as follows:

1. The Expedition Coordinator (EC) and Center manager (CM) shall be in charge of all day-to-day logistics, center maintenance, staff management, and procurement of all supplies and utilities, with support from office administrator (OA).
2. EC and CM are accountable for keeping accounts of all expenditure, responding with P&L assessments after each intake based on pre-agreed management approved budgets and business plans.
3. EC shall be responsible for managing all accounts with CM, and jointly with CM, consulting Course Director (CD), managing staff morale and performance, upholding OA SOP toolkits.
4. The CM shall be responsible to keep day to day accounts in ledger book and reconcile with OA office accountant (OA) on a weekly basis, matching expenditure to budgets, and making requests by showing expenditure status vs budget code for any fund top up. Accounts closure each period is essential, before replenishments are approved by management.
5. The CD shall be responsible for hosting all schools, workshop, education or expedition programs, working with EC and Program Manager (PM) to design and coordinate itinerary and each activity knowledge product and product delivery, assuring technical quality and learning experience, maximizing on OAT “living classroom” concept and “peer to peer” learning exchanges seeing by doing.
6. PM shall liaise with EC and CD when a program is coming on line and jointly host Team Leader (TL) meetings to develop each intake (school or volunteer) themes and activities, including modules, knowledge products, activities, etc etc
7. The TL are the guides for batches hosting of upto 8 students/volunteers and according to pre-agreed program, deliver the technical messages and quality, ensuring feedback to ensure the program meets expectations.
8. The Education development team (EDT) is made up of EC, CD, PM and TL supported by TA, meet regularly, at least once beforehand to design a course and once after for post evaluation and M&EL of the feedback to adjust and assure quality of the next course.

**Leadership Team Competency (Expeditions)**

As per agreement with LEAP, they require all main team project leaders/managers (PM’s) to have at least the following 2 years of experience in:

1. Managing young adults in the field
2. Communicating/seeking permission from local communities
3. Arranging and reviewing community and conservation project work with communities and volunteers
4. Preparing itineraries and reviewing budgets with permission from the in-country director to spend the budget accordingly
5. Dealing with problems: illness, complaints etc to major issues that require hospitalisation or evacuation (the manager must fully understand The Leap’s crisis management plans)
6. Are able to speak speak good conversational English
7. Have undergone an up to date 1st aid course to provide immediate stabilising 1st aid
8. if the project location is MORE than 2 hours from a hospital as above

All assistant project leaders/managers (APM’s) are to have at least 6-12 months of the experience listed above.

If one of the leadership team resigns or is unable to lead a team of LEAP volunteers either for the entire placement or part of a placement because they don’t have the skills or get ill, OA ensure that OA:

1. Have back-up staff with the correct skills to step in and lead and
2. Share with LEAP the new recruits competence (experience) to carry out their responsibility + any awards, qualifications and provide CV’s.

LEAP would be part of the selection/interview process before OA confirm appointment, including where possible the opportunity to talk to the potential candidate

OA must list the Leadership Team and any assistants.

**Center Use Regulations**

The center must:

1. Be open to pre-bookings for expedition volunteers, school children as well as community workshops based on a fixed fee basis as per attached accommodation and meal rates (Annex ).
2. When not in use for the above the venue may be rented out to holiday makers or visitors at the set fee rate (Annex..)
3. Have adequate insurance and all risk cover at all times.
4. Have a sign in form that indemnifies OAT from any liability.
5. Maintain a record registering of all who visit and stay in residence.
6. Security guard to maintain log book (attachment …), and all movement is to be registered in terms of time out, in, etc.

**Safety Measures**

OA must provide the following safety measures at the Center;

1. Team Leaders to supervise and first aid.
2. Safe and secure accommodation and camp.
3. Medical box and trained First Aider.
4. Separate accommodation, toilets and showers for males and females.
5. Separate accommodation for adults.
6. Safe cooking area and hygienic cooking practices.
7. Clean drinking water.
8. Communication facilities - VHF or HF Radio preferably with link to International SOS/Flying Doctor frequency. With back-up communication such as one or more of the following:
9. Spare radios, mobile/satellite telephone, landline telephone, email. Hand held radios for Team Leaders when in the field.
10. Emergency vehicle with radio available to transport a casualty immediately.

**Behavior if in Accident or Injury**

Familiarize and follow the insurance guidelines (attach):

1. Provide medical assistance to any injured
2. Call CEO and or PgM immediately
3. Do not admit liability if car accident
4. Exchange insurance policy and contact details
5. Take photographic evidence
6. Write down as soon as possible a back to office detailed accident report.
7. Complete and secure copy of a police accident report as required for insurance
8. Arrange tow truck if vehicle disabled, but secure written quote beforehand