



**RWANDAIR Ltd**

**TERMS AND CONDITIONS OF SERVICE**

**October 2014**





## Contents

Background .....	5
STRATEGIC VISION, MISSION & VALUES .....	5
Corporate Objectives.....	7
<b>SECTION 1 INTRODUCTION .....</b>	<b>7</b>
Article 1.1 Objective of the Manual .....	7
Article 1.2 Policy Formulations and Amendment .....	7
Article 1.3 Responsibilities for Interpretation .....	7
Article 1.4 Responsibilities for Implementation.....	7
Article 1.5 Incorporation by Inference .....	7
<b>SECTION 2. EMPLOYMENTS IN RWANDAIR Ltd.....</b>	<b>8</b>
Article 2.1 Employment Policies and Best HR Practice.....	8
Article 2.2 Appointing Authorities .....	8
Article 2.3 Responsibilities for Compliance.....	8
Article 2.4 Categories of Employees .....	8
Article 2.5 Recruitment Process .....	9
Article 2.6 Employment Contract .....	11
Article 2.7 Probationary Period .....	11
Article 2.8 Employee Induction .....	12
Article 2.9 Confirmations .....	12
Article 2.10 Transfers / Job Rotation.....	12
Article 2.11 Employment Records.....	12
Article 2.12 Employment of Relatives .....	13



<b>SECTION 3. WORKING TIME AND ATTENDANCE POLICY</b> .....	13
Article 3.1 Standard Working Hours .....	13
Article 3.2 Time and Attendance Rules .....	13
Article 3.3 Time Records for Staff .....	13
Article 3.4 Unscheduled Absences and Lateness .....	15
<b>SECTION 4 PERFORMANCE MANAGEMENT</b> .....	16
Article 4.1 Performance Management Policies.....	16
Article 4.2 Generic Key Performance Areas.....	16
Article 4.3 Role of the HR Department .....	16
Article 4.4 Period of Evaluation .....	16
Article 4.5 Performance Evaluation Panel.....	17
Article 4.6 Performance Evaluation Process .....	17
Article 4.7 Recognition and Rewards for Performance.....	18
<b>SECTION 5. SEPARATION FROM SERVICE</b> .....	19
Article 5.1 Separations from Service .....	19
Article 5.2 Retrenchments or Redundancy .....	19
Article 5.3 Normal Retirement .....	20
Article 5.4 Early Retirements .....	20
Article 5.5 Clearance of Accountabilities on Separation .....	20
<b>SECTION 6. REMUNERATION IN RWANDAIR Ltd</b> .....	21
Article 6.1 Policy .....	21
Article 6.2 Statutory Deductions .....	21
Article 6.3 Other Authorized Salary Deductions.....	21
Article 6.4 Pay Period .....	21



Article 6.5 Payment of Acting Allowance.....21

Article 6.6 Payments of Terminal Benefits .....21

Article 6.7 Payment of End of Year Bonus ..... 22

Article 6.8 Company Contribution for Employee Wedding..... 22

Article 6.9 Death Support..... 22

**SECTION 7. LEAVE BENEFITS.....23**

Article 7.1 Annual Leave also Paid Leave .....23

Article 7.2 Circumstantial leave.....24

Article 7.3 Maternity Leave .....25

Article 7.4 Breastfeeding period .....26

Article 7.5 Additional leave in case of Complications .....26

Article 7.6 Sick Leave.....26

Article 7.7 Professional incapacity.....26

Article 7.8 Study Leave and its categorization .....27

Article 7.9 Leave of absence.....28

Article 7.10 Failure to Report Back After Leave .....28

**SECTION 8 MEDICAL POLICIES.....29**

**SECTION 9 REBATES OR CONCESSIONARY TRAVEL.....30**

**SECTION 10 UNIFORM CLOTHING .....32**



## **Background**

This review has been necessitated by a number of factors detailed below:

- Issues that have arisen during past Board deliberations
- The existence of 'dormant' clauses in the Terms and Conditions, which the Company has not been able to implement
- Changes and/or improvements proposed by both the staff and Management
- The need to improve efficiency and be cost effective.

It is important to note that,

- This Terms and Conditions of service Document will continue to be subject to revision from time to time by the Board of Directors.
- Such changes and/or revisions shall be communicated as Board resolutions through circulars to all staff as necessary.
- All such circulars and ANNEXURES should be read together with this Manual.

## **STRATEGIC VISION, MISSION & VALUES**

### **Vision**

To be the reputable airline of obvious choice in the markets we serve.

### **Mission Statement**

To provide unsurpassed, safe and reliable services in air transportation, including strategically linking Rwanda with the rest of the world while ensuring a fair return on investment.

### **Corporate Values**

RWANDAIR Ltd corporate values are:

- a. Customers Service – to surpass customer expectations of services by continuously improving and innovating our products as well as service delivery.
- b. Safety and Environment - to uphold the highest safety and security standards; to work in a manner that protects the health and well being of the individual, as well as the environment.



- c. Integrity – to uphold transparency, honesty, trustworthiness, and general integrity in dealing with all stakeholders.
- d. Employees Engagement – to maintain an inclusive environment that embraces new ideas for change, respect for the individual and equal opportunity to realize one’s potential.
- e. Corporate Social Responsibility – to remain sensitive to the social issues affecting the communities RWANDAIR Ltd serves.
- f. Profitability and Accountability:
  - To add value to the stakeholders’ wealth by conducting business profitably
  - Individually and collectively to be accountable for behavior, actions and results.

### **Corporate Objectives**

- a. To provide safe and reliable air transportation services on all our selected routes, thereby linking Rwanda with the rest of the world.
- b. To operate the Aircraft and other equipment that is maintained to the highest international standards.
- c. To ensure that our Airline is well integrated in the industry.
- d. To serve customers warmly and efficiently, continuously benchmarking with the best-run organization globally.
- e. To enhance shareholder value through growth and profitability.
- f. To create and maintain a working environment that encourages employees to continuously improve their efficiency, knowledge and exploit their full potential.
- g. To encourage and participate in the promotion of the growth of the the tourism industry in Rwanda.
- h. To facilitate the movement of people and goods.
- i. To promote expand and sustain a high caliber and dynamic workforce.



## **SECTION 1 INTRODUCTION**

### **Article 1.1 Objective of the Manual**

RWANDAIR Ltd has developed these Terms and Conditions of Service in line with best practice HR management principles and policies. Its major objective is to provide comprehensive reference guidelines in respect of employment policies and procedures as well as employment benefits. It is a tool that reflects current Board policies, as well as international and national aviation regulatory standards which, when applied consistently will facilitate the development of high levels of professionalism in the management and development of the employees.

### **Article 1.2 Policy Formulations and Amendment**

It is the prerogative of the Management of RWANDAIR Ltd with the approval of Board of Directors to formulate and amend company policy in keeping with business requirements and nothing in this document shall be construed as placing a restriction on such right and prerogative.

### **Article 1.3 Responsibilities for Interpretation**

Interpretation of the Terms and Conditions of Service shall remain the responsibility of the Company Secretary.

### **Article 1.4 Responsibilities for Implementation**

Implementation, distribution and annual presentation of updates and revisions of the Terms and Conditions of Service shall remain the responsibility of the General Manager Human Resource. The General Manager HR shall present revisions to the Chief Executive Officer for approval by the Executive Committee prior to the implementation of the amendments. The General Manager Human Resource shall communicate any amendment to all holders of this document.

### **Article 1.5 Incorporation by Inference**

In these Terms and Conditions of Service, RWANDAIR Ltd sets out the main conditions of employment and benefits. All these Terms and Conditions are incorporated by inference into each individual's employment contract unless otherwise specified in the individual contract.

However, the Terms and Conditions do not apply to temporary, part-time and casual employees. Temporary, part-time and casual employees' contracts shall contain terms and conditions specific to their tenure.



## **SECTION 2. EMPLOYMENT IN RWANDAIR Ltd**

### **Article 2.1 Employment Policies and Best HR Practice**

RWANDAIR Ltd is committed to attracting and employing the best available talent, capable of delivering the short and long-term strategic vision of the company. We affirm that all recruitment will follow a professional job qualifying system based on merit, fair and open competition, following principles of best practice Human Resource Management. The purpose of the employment policy and procedures is to ensure effective controls and to provide guidelines in order to satisfy the company's professional selection standards that are reflected by the staff that are recruited.

### **Article 2.2 Appointing Authorities**

The Chief Executive Officer (CEO) is the appointing authority for all permanent staff positions from Management Grade to Support Staff Grade. The CEO also appoints temporary, part-time and casual employees within RWANDAIR Ltd

The Board of Directors is the appointing authority for all the Senior Management Staff positions

### **Article 2.3 Responsibilities for Compliance**

The General Manager Human Resource shall be responsible for ensuring compliance with the employment policy and procedures in the Company.

### **Article 2.4 Categories of Employees**

**Expatriates-** These are staff contracted from a foreign country to come and work in Rwanda because of their special skills that were not locally available, fall within the expatriate staff category. The nature of their employment is contractual. They enjoy full benefits under the terms and conditions of service and are also bound by the terms of their individual contract.

**Permanent Staff-** These are staff employed on full-time basis with appointments of an evergreen nature fall within the permanent staff category. They enjoy full benefits under these terms and conditions of service.

**Contract Staff-** These are staff employed on fixed-term contracts wherein the period of employment is specified e.g. 3 months, 6 months or longer. The option to renew an employment contract shall always depend on operational requirements. The terms and conditions of service for this category may include all or part of the main terms and conditions of service contained in this Manual or as specified in the individual contract.

**Temporary Staff-** These staff are temporary or fill-in positions, usually 3 months or shorter. They include part-time staff that work less than 8 hours a day (according to the contract) and casual employees who are contracted as relief for operational reasons to fill-in positions and are paid



daily wage, or weekly wage or monthly wage. These staff does not comprise part of the payroll unless their temporary contract is extended to more than 3 months. Authorization for temporary staff recruitment remains with the Chief Executive Officer.

## **Article 2.5 Recruitment Process**

### **2.5.1 Internal Recruitment**

To enhance personal and career development within the RWANDAIR Ltd it is Company policy to ensure that vacant positions are first advertised internally and to encourage all staff to seek fresh challenges within the organization once they have been in their current job for a period of a minimum of 24 months and have established a satisfactory performance record. Employees seeking a vacant position do not have to gain the approval of their line manager.

### **2.5.2 External Recruitment**

Vacancies shall first be advertised internally. However, where appropriate and where there are compelling reasons, selective external recruitment shall remain a feature of the recruitment policy in order to identify talent and plan succession for key roles. Where a decision to source candidates externally has been taken, a range of best practice methods shall be employed.

**a. Executive Search or Headhunt:** This method should be used for the Executive Director and Senior Management positions and jobs requiring scarce or specialist skills.

**b. Recruitment Consultants or Agencies:** For the purpose of expediency and professionalism, RWANDAIR Ltd shall, where necessary, outsource part of or the entire recruitment process to preferred suppliers. The major objective shall be to increase the level of objectivity and transparency and enhance our reputation for high performance standards. The recruitment activities that can be out-sourced include advertising, screening, and sitting-in interviews.

**c. Direct Advertising Search:** RWANDAIR Ltd shall, where appropriate, advertise the position(s) directly in the appropriate media.

### **2.5.3 Best Practice Recruitment**

Professional recruitment practice goes through the following steps and has been incorporated to form part and parcel of the Company's standard selection process.

#### **a. Position Analysis**

In accordance with RWANDAIR Ltd strategic plan, the HR General Manager shall perform a position analysis. The position analysis is to accurately define the job and the quality of the person required to perform it successfully, including skills, abilities and personality needed to perform the work. The benefits of clearly defined job analysis include:



- a) A clear understanding of the job role
- b) A match between organizational and individual expectations
- c) The skills, technical knowledge, capabilities and attributes required for successful performance in the job are clearly identified and against which candidates are objectively assessed
- d) A clear framework to assist managers and new recruits in setting objectives and performance standards, and identifying training and development needs of new employees.

The position analysis must include the following information:

**a) Purpose of the job**

- i Job Title
- ii Summary of the Role within the Structure/Objectives of the Role
- iii Major Responsibilities
- iv Education Requirements
- v Experience Requirement
- vi. Job and technical knowledge requirements (computer programs,etc)
- vii Decision-Making Responsibilities
- viii Degree of Independence and/or Group Work
- ix Reporting/Accountability
- x Date Required

**b. Role Description**

HR Manager with the line manager shall then write an appropriate role description, which must include the following information:

- i. Job title
- ii. Department
- iii. Reporting Relationship
- iv. Location of job
- v. Duties and Responsibilities with specified performance standards and targets to be attained in delivering outputs.
- vi. Education Required
- vii. Experience Required
- viii. Specialized Skills and Knowledge Required

**c. Person Specification**

Once the position has been analyzed and the job description written a specification of the person needed to fill the job should be developed. Being in a customer-driven, market-





oriented business, the person specification should be as detailed as possible. It should document the following:

- a) Physical attributes; Attainments (these refer to the knowledge and skills that is required to do the job; Intelligence / Aptitude; Levels of mental ability; Learning ability; Satisfactory indicators of mental speed; Comprehension, verbal reasoning and numerical ability.
- b) Special Abilities; Leadership skills; Good judgment and decision making; Customer orientation; Excellent communication; Team player and Language abilities

#### **d. Choosing the Right Candidate**

Short-listed candidates shall undergo documented multiple assessments including, job knowledge questions, business related or work related scenarios, psychometric assessments and personal oral interviews in order to establish performance competencies in all the areas covered by the position analysis, role description and the person specification of the position.

#### **e. Pre - Employment Conditions**

The degree to which a candidate background is investigated shall reflect the level of office to be assumed. Greater details shall be sought for senior positions. These checks shall be done promptly once the selection decision has been taken. Individuals must not be allowed to assume responsible duties within RWANDAIR Ltd until reference procedures have been completed satisfactorily.

**i) Career History.** A satisfactory employment or educational history must be established. There should be no previous criminal record.

**ii) Reference Letters.** For individuals filling non-sensitive positions, a satisfactory reference must be obtained from the current employer or named referees.

**iii) Qualifications Verifications.** Original education and training certificates should be seen and verified.

**iv) Pre-employment Medical Checks.** Prospective employees in operationally critical functions- pilots, flight attendants and aircraft engineers; must be physically and medically fit for duty. They will be required to undergo medical tests at the Company's expense and be certified fit in order to begin work.

#### **Article 2.6 Employment Contract**

The employment contract shall form the basis for employment. Following the recruitment decision, first preference candidate shall receive a conditional offer of appointment letter from the appointing authority, subject to getting a certificate of medical fitness from an approved medical practitioner. This applies only to operationally critical functions. The offer letter must be signed in acceptance by the recipient and returned to the HR Department.

#### **Article 2.7 Probationary Period**

Every employment contract shall be subject to a probationary period as defined below, following



which period, the employee's performance shall be evaluated in order to be confirmed, or terminated.

The Probation period shall be 6 months for Management Level Staff, and 3 months for Non-Management Staff. Notice during probation shall be one (1) week written notice for support staff levels or payment in lieu of notice and two (2) weeks written notice for Management level staff and operational staff or payment in lieu of notice.



## **Article 2.8 Employee Induction**

A comprehensive induction program for new staff is critical to align them to RWANDAIR Ltd corporate culture, work ethics and business goals. All new staff shall be expected to complete the Induction Program within 15 days of commencing employment. Timing will vary for Senior Managers.

It is the responsibility of the Human Resource Department with the Department Heads to implement and complete the Induction Process within the specified time period.

The Induction Process involves three stages:

- **Stage One:** Administrative - Completion of the formalities arising from the new employment with RWANDAIR Ltd and learning about the key HR functions and administrative guidelines.
- **Stage Two:** On the Job Orientation – Introduction to the new job, department and other departments.
- **Stage Three:** Business Focus: An Induction workshop in which the individual learns about the business and strategy of his respective and learns to perform the major responsibilities of his department.

## **Article 2.9 Confirmations**

On the completion of the probationary period, the Head of Department and Line Manager shall conduct a performance evaluation, using the Probationary Appraisal Form. The parameters of the evaluation will have been presented to the employee at the outset of their probation period. The General Manager HR shall communicate the decision in writing.

## **Article 2.10 Transfers / Job Rotation**

Staff members may be transferred to different departments by Management when it is deemed necessary and assignments of staff members may be rotated within the unit or between units to broaden their knowledge of the different phases of company operations and for purposes of cross functional training (Multi-skilling).

## **Article 2.11 Employment Records**

It is a statutory requirement that the HR department maintains employment records for all employees of RWANDAIR Ltd relating to personal circumstances, employment contract and benefits. It is the responsibility of the employee to provide and advise the Human Resource department of any changes in the following:

- Address/telephone number
- Marital status
- Next of kin/emergency contacts
- Spouse name and birth of children (supported by a marriage certificate)
- Education papers and exam passes

## **Article 2.12 Employment of Relatives**



Employment of relatives is not encouraged. If currently employed staff become relatives by

Virtue of marriage or where another relative joins the Company, the older staff must declare the relationship immediately. In keeping with employment policy, the General Manager HR should ensure that regular reviews are carried out with regards the declaration of relatives. Such changes affecting any staff must be reported by the staff affected immediately to the line manager and the Human Resources function.

### **SECTION 3 WORKING TIME AND ATTENDANCE POLICY**

#### **Article 3.1 Standard Working Hours**

Each week comprises 45 hours of service in accordance with the current laws of Rwanda. The regulation and control of working hours shall be the responsibility of the General Manager HR in collaboration with line managers.

#### **Article 3.2 Time and Attendance Rules**

Reporting times for different groups of staff within RWANDAIR Ltd vary due to functional and operational needs. But the general rule is that all staff regardless of category are required to report promptly at the stipulated start times and report back promptly after the hour break during their particular shift and work diligently until the stipulated end time of their “work day” without breaking off earlier. Occasionally staff will be expected to work beyond the standard times in order to complete assignments and meet deadlines without necessarily attracting more pay to finish off their work.

- **Administrative Staff**

Monday to Friday: 7:30am to 5:30pm with a 1 hour lunch break from 1 pm to 2:00pm.

- **Operations Staff**

Operations Staff work on a “shift system” according to the existing schedule. It is the responsibility of the Line Manager to coordinate and distribute the duty rosters for airport staff. Once the duty roster has been distributed all concerned staff must adhere to the times stipulated therein.

- **Management Staff**

Due to the demanding nature of their work, Management staff work undefined hours.

#### **Article 3.3 Time Records for Staff**

The purpose of time record keeping is to account for paid work and to maintain the lowest practical level of absence within RWANDAIR Ltd in order to manage better and control the costs



of unscheduled absences. In this respect, team leaders shall keep and submit weekly human resources utilization, detailing absences; headcount; lateness and any HR issues impacting on team and organizational performance to the HR Manager. In turn, the General Manager HR shall submit a summary HR report to the management meetings.

#### **Article 3.4 Unscheduled Absences and Lateness**

All time off from work and every lateness within the administrative system of RWANDAIR Ltd must be properly accounted for according to the rules stipulated as follows and with approved documentary evidence.

If an employee is going to be late or absent for whatever reason, he/she must personally call the line manager or team leader in advance of reporting time, at least one hour in advance and give a good reason justifying the lateness or the unscheduled absence and must obtain permission before such leave is taken. After return to duty, the leave form is filled in and the time is deducted from the annual leave entitlement of the employee. In cases where the problem is known in advance say, during the working day and time is needed off the next day, a leave request form should be filled in and approved as soon as it comes to the knowledge of that staff. Failure to observe these procedures shall render the employee liable to disciplinary action and be recorded against the Line Manager's performance appraisal.



## **SECTION 4. PERFORMANCE MANAGEMENT**

### **Article 4.1 Performance Management Policies**

RWANDAIR Ltd has a strong strategic vision that requires a high-performing culture through system of continuous performance improvement.

### **Article 4.2 Generic Key Performance Areas**

We are strongly results-oriented and performance-conscious. The critical generic key Performance areas (KPA's) shall be:

#### **Generic KPA's**

- Safety
- Customer Care
- Quality of Work
- On-time performance
- On-budget performance
- On-target performance
- Accuracy
- Speed of Response

#### **Generic KPA's**

- Learning Ability
- Adaptability
- Multi-functionality
- Feedback reporting/ Information sharing
- Interpersonal skills
- Communication ability
- Bi-lingual ability
- Commitment

### **Article 4.3 Role of the HR Department**

The HR department shall be responsible for setting up and managing the Company wide process Of performance evaluations for staffs in coordination with the line managers, taking due care to Communicate clearly and consistently the objectives of each performance evaluation. This will be achieved through regular periodic team performance and individual performance evaluations through a systematic method of defining work standards, setting objectives and performance targets and agreeing on evaluation criteria besides the KPA's. The performance of an individual will be monitored consistently and individual career development plans, action plans, and training needs analyses drawn up in order to keep track of improvement and be in a position to assess impact on team performance and consequently on the overall Company performance.

### **Article 4.4 Period of Evaluation**

The process of performance evaluation begins immediately after the completion of the probation period and before the staff member is confirmed in the position. Thereafter, the evaluation cycles shall be arranged to coincide with the appraisal periods for the rest of staff. The performance



Appraisal year ends on 30<sup>th</sup> June with the final evaluation starting in May.

#### **Article 4.5 Performance Evaluation Panel**

As a general guideline, all appraisal interviews shall be conducted by the line manager, (who understands the job to be done and knows the employee well) and reviewed by the HR Manager or trained assistants (who understand the objectives of the process and have the appraisal techniques at their finger-tips and will ensure consistent and uniform application of the process throughout the Company).

#### **Article 4.6 Performance Evaluation Process**

The process of performance evaluation begins at the role description stage. In best practice HR management all positions in RWANDAIR Ltd must be clearly defined in terms of their role, responsibilities and the competencies required (Competencies in this respect refer to knowledge, skills or personal characteristics needed to do the existing jobs with a view to achieving the overall objectives of RWANDAIR Ltd. In addition to the above, each job shall have specified technical competencies required for the effective performance of the defined responsibilities. This shall vary from position to position).

Individual competencies shall also be profiled against agreed and required job competency for their role in a particular KPA. The established gaps (competency gaps) will be translated into Training and Development Plans for the individual.

However, where the individual gets a poor performance report in 2 consecutive performance appraisals, then according to the conditions set in the this Manual, Management shall recommend termination on grounds of poor performance.

An employee does not necessarily have to agree to the results of a performance evaluation and has the right of appeal to the Chief Executive Officer in writing within 1 week of the results.

#### **Article 4.7 Recognition and Rewards for Performance**

A performance based reward shall be given to a staff at the end of 12 months of the financial year. This reward is a one time performance reward provided at the end of annual evaluation performance of a staff. The reward shall be a percentage of the net salary of a staff, according to the following guidelines.



	<b>CEO</b>	<b>DCEO</b>	<b>General Managers</b>	<b>Senior Managers</b>	<b>Supervisors</b>	<b>Skilled Support</b>	<b>Unskilled support</b>
Grade Category	A	B	C	D	E	F	G
Grade Range	1-5	1-5	1-5	1-5	1-5	1-5	1-5
100- 85% Grade 1 (Exceptional)			5%	5%	5%	5%	5%
84- 69% Grade 2 (Good)			4%	4%	4%	4%	4%
68-53% Grade 3 (Satisfactory)			2%	2%	2%	2%	2%
52- 50% Grade 4(Poor)			Mgt Action	Mgt Action	Mgt Action	Mgt Action	Mgt Action
49- Grade 5 (Unacceptable)			Termination	Termination	Termination	Termination	Termination





## SEPARATIONS FROM SERVICE

### Article 5.1

#### Separations from Service

Either party to the employment contract may for various reasons terminate the contract under the following conditions:

#### Article 5.1.1 Resignation

An employee may terminate the employment contract voluntarily through resignation and must serve RWANDAIR Ltd one-month's written notice or forfeit one month's payment in lieu of notice.

Failure to give notice renders the staff liable to forfeiture of the final pay or portions thereof depending on the notice period requirement but may be eligible to receive the other terminal benefits.

#### Article 5.1.2 Terminations

Employment of a staff member may be terminated in writing, with or without the required notice by RWANDAIR Ltd or with payment in lieu of notice according to these Terms and Conditions on any of the following grounds.

- Breach of contract
- Medical reasons (Ill-health or permanent incapacity on the part of the employee)
- Serious resources constraints on the part of the Company
- Gross misconduct

Terminated employees are eligible to receive terminal benefits as specified in their individual personal file.



### **Article 5.1.3**

#### **Dismissals**

Dismissal is termination of an employee without the approved notice period due to disciplinary reasons. It is done without forfeiture of terminal benefits. Refer to Section 8, Article 8.7.

### **Article 5.1.4**

#### **Summary Dismissals**

This is instant dismissal of an employee in disgrace, without notice and with forfeiture of all terminal benefits; except for untaken leave and workers certificate. The Company will not be liable for an employee who refuses to collect his/ her benefits.

### **Article 5.2 Retrenchments or Redundancy**

In cases of restructuring or re-organization the employee will be given the stipulated notice period according to the staff grade in writing indicating the reason(s) for the retrenchment or Redundancy or payment in lieu of notice. The HR Manager shall issue the retrenched employee a Certificate of service and shall prepare a terminal payment according to Section 8, Article 8.7.

### **Article 5.3 Normal Retirement**

On attainment of the normal age of retirement, 65 years as provided for by the laws of Rwanda, an employee shall be required to tender in his/her retirement notice in writing giving the required notice period according to the grade in order to be eligible for retirement benefits under the national social security provisions.

### **Article 5.4 Early Retirements**

An employee who has worked for RWANDAIR Ltd for a continuous period of a minimum of 15 years and attaining the age of 55 years may opt for early retirement within these Terms and Conditions of service. The required notice period must be served in writing in order to be eligible for payment of the terminal benefits as computed under Gratuity Payments under Section 8, Article 8.7, and subsection 3 under Voluntary Resignation.

### **Article 5.5 Clearance of Accountabilities on Separation**

A staff member must clear all accountabilities and other responsibilities with the HR department. All company properties, documents, identity card, airport pass, uniforms, loans and advances, and other assets in the staff member's custody must be surrendered to the HR department not less within 3 days immediately preceding the effective date of separation for the issuance of clearance and payment of terminal benefits.



## **SECTION 6 REMUNERATION IN RWANDAIR Ltd**

### **Article 6.1 Policy**

The Board of Directors shall approve the remuneration structure for RWANDAIR Ltd. The employee's salary shall be fixed after confirmation in employment according to the scales in the approved structure. The scales are determined in accordance with the scope and level of responsibility, degree of complexity of the job, autonomy, risk and skills required to perform the tasks successfully.

### **Article 6.2 Statutory Deductions**

According to Rwanda tax law and labor laws, the Company is obliged to make monthly statutory deductions on each employee's gross salary without exception and remit into the employee's account only the net salary.

### **Article 6.3 Other Authorized Salary Deductions**

RWANDAIR Ltd shall recover from the employee's pay the cost of unjustified absences, revenue loss due to negligence of the employee and other unauthorized expenses incurred by the employee.

### **Article 6.4 Pay Period**

Employee salaries shall be paid monthly in arrears by the 30<sup>th</sup> day of the month.

### **Article 6.5 Payment of Acting Allowance**

6.5.1 All acting appointments shall be appointed by the Chief Executive Officer and such staff shall be entitled to Acting Allowances after three months in acting position, equivalent to the basic salary of the position and corresponding benefits.

6.5.2 A staff in an acting position shall not exceed six months in Acting Position. Where the acting exceeds six months the staff shall automatically be confirmed in such position.

### **Article 6.6 Payments of Terminal Benefits**

Upon cessation of employment with RWANDAIR Ltd, terminal benefits shall be paid out To staff according to the stipulated conditions below. They shall be applicable only to permanent Staff and contract staff as specified in the individual contracts of employment. Terminal benefits



normally shall comprise of the following final payments:

1. Final salary – computed according to the last gross salary and paid only when the separation conditions are met fully.
2. Accrued annual leave - computed at the rate daily pay rate times the number of days due paid only when the separation conditions are met fully.
3. Retirement Benefits –computed at the rate of gross salary in accordance with the employment laws of Rwanda or as determined by the Board of Directors and payable on attainment of the statutory age of 65 years.
4. Permanent Disability Benefits –computed at the rate of gross salary in accordance with the employment laws of Rwanda or as determined by the Board of Directors payable when caused by an accident on duty.

**Article 6.7 Company Contribution for Employee Wedding**

RWANDAIR Ltd shall make a contribution of RWF 100,000 towards the wedding expenses for a permanent staff member or contract staff.

**Article 6.8 Death Support**

- 6.8.1 In the event of the death of an employee, RWANDAIR Ltd shall provide support equivalent to one million Rwandese Francs (RWF 1,000,000) to cover related funeral costs.
- 6.8.2 In the event of the death of an employee registered beneficiaries of the deceased shall receive the final salary emoluments equivalent to the deceased's six (6) months net salary.
- 6.8.3 In case of death of a legal spouse, legal child, and a legal parent, the employee shall be provided support equivalent to 200,000FRW. This support shall only benefit the bereaved family not each individual relative.



## **SECTION 7. LEAVE BENEFITS**

### **Types of leave**

The different types of leave include the following:

- Annual leave;
- Circumstantial leave;
- Maternity leave;
- Sick leave;
- Study leave and
- Leave of absence.

### **Article 7.1 Annual Leave**

Every member of staff is entitled to thirty (30) calendar days leave at the end of each year of continuous service including the probation period for the new recruits. The leave can be taken once or taken in three splits.

Annual leave shall be granted after 12 months of continuous service with prior managerial approval of the line manager and the HR General Manager. Leave is granted at Management discretion.

Employees can be recalled from leave.

Employees on probation do not earn annual leave. However, they are entitled to sick leave, and compassionate leave

### **Article 7.1.1 Annual Leave Schedules**

Annual leave may be taken at any period during the year, in accordance with the schedule of annual leave for each department. The annual leave schedule for each department must be submitted to the HR department before the end of January for that year.





## **Article 7.1.2 Annual Leave Application Procedures**

7.1.2.1 Leave application, with the exception of the sick leave shall be submitted in writing fifteen (15) days prior to commencement of leave and approved by respective heads of Department, Unit and CEO where applicable. However, all applications shall bear the approval of HR General Manager

7.1.2.2 Application for annual leave shall be done on line. A staff member who goes on leave without approval shall be considered to be absent without leave (AWOL) and shall be liable to disciplinary action.

## **Article 7.1.3 Leave Accumulation**

7.1.3.1 Annual leave shall not be accumulated. All staff shall take leave within each leave year

7.1.3.2 Annual Leave entitlement within a particular year may be deferred on the authorization of the CEO in the case of Management Staff and by Heads of Departments in the case of other staff members.

7.1.3.3 Leave deferred shall be taken within the first 3 months of the succeeding year

7.1.3.4 The accumulation of two periods of annual leave cannot be taken before December of the following year

7.1.3.5 If the annual leave is not taken there will be no financial compensation. However, if staff is unable to take his/he annual leave due to the work reasons and this is approved in writing by relevant supervisors, he/she will be entitled to financial compensation at termination of contract equivalent to his/her monthly gross salary.

## **Article 7.2 Circumstantial leave**

Every Member of staff shall be granted circumstantial leave with full payment in event of:

Member of staff's wedding: Seven (7) working days;

Death of Parent(s) of member of staff: (7) working days;

Death of Parent(s) in-Law: (4) working days;

Paternity leave: (4) working days;

Death of member of staff's spouse or child: Fifteen (15) working days; Death of member of staff's sibling: Four (4) working;





Death of brother-in-law or sister-in-law: Four (4) working days;  
Worker's transfer to another province or district: Seven (7) working days.

#### **Article 7.2 .1 Modalities for circumstantial leave**

- 7.2.1.1 A circumstantial leave is taken when either of the above incidents/events occurs or is planned to occur. A circumstantial leave cannot be taken in parts, or at a later time; nor be deducted from the annual leave.
- 7.2.1.2 The request for a leave related to wedding of member of staff or member of staff's wife delivery shall be subject to a prior request addressed to the Head of Department and approved by HR General Manager
- 7.2.1.3 Leave related to other circumstantial leave, the member of staff shall inform his Supervisor and the HR General Manager resource within two (2) days.
- 7.2.1.4 Illness during annual leave may not interrupt or extend the leave.
- 7.2.1.5 A permission of absence from work for a day which is not deductible from the annual leave may be granted to the member of staff by his/her direct supervisor, for duly justified reasons. However, a member of staff cannot be granted more than seven (7) days in one year.

#### **Article 7.3 Maternity Leave**

- 7.3.1 Female employees shall be granted 90 calendar days of maternity leave upon approval from the HR General Manager supported by a doctor's certificate specifying the date of delivery. In cases of permanent female staff, the Company may grant another option of twenty (20) calendar days of maternity leave before delivery and leaving seventy (70) days after delivery.
- 7.3.2 As soon as it comes to their knowledge that they are pregnant, all female employees are required to give notification of their condition to the HR General Manager and the line manager in order to avoid inadvertent scheduling and assignments that may cause harm to both mother and unborn child.
- 7.3.3 A member of staff, who unfortunately loses a child at birth or less than one month after delivery, shall benefit from a leave period of four (4) weeks from the day the event occurred.





**Article 7.4 Breastfeeding period**

- 7.4.1 A member of staff shall be entitled to one hour daily of breastfeeding for a period of twelve (12) months, commencing immediately after the expiry of maternity leave.

**Article 7.5 Additional leave in case of Complications**

- 7.5.1 In case of complications related to the delivery or congenital state, the member of staff shall be granted a prolonged maternity leave on recommendation of a recognized Medical Doctor.
- 7.5.2 In case of death of the child's mother during or immediately after delivery, the child's father is granted a leave of fifteen (15) days.

**Article 7.6 Sick Leave**

- 7.6.1 Employees shall be granted 15 calendar days of paid sick leave in a year subject to medical certification from an approved Company doctor.
- 7.6.2 An employee who is sick for 90 calendar days continuously as certified by an approved Company Hospitals and doctors shall receive full salary payment for the first three(3) months; half salary the fourth, fifth and sixth month.

If the sickness lasts more than six months all salary payments shall be suspended on the seventh month without recourse and the Company may terminate the contract with or without notice or terminal benefits because the employee has already received compensation during the period of illness.

**Article 7.7 Professional incapacity**

- 7.7.1. At the end of the prolonged leave and the prolongation was due to professional incapacity caused by illness or injury caused by work, the member of staff shall have his/her contract terminated but receives his/her salary in full for six(6) months.





## **Article 7.8 Study Leave and its categorization**

### **Category one: Initiated by RwandAir Ltd**

7.8.1 The member of staff who has been officially designated and financed by RwandAir Ltd for an academic training shall continue to have all the rights of an employee in service except transport allowance, attendance allowance and bonus.

7.8.2 The member of staff shall sign a contract accepting to work for the Company after the completion of the training, under the following conditions:

If the training period was between three (3) months and six (6) months; for a period of one (1) year,

If the training was between six (6) months to twelve (12) months; for a period of two (2) years

If the training was more than twelve (12) months: for a period of three (4) years

Failure to observe these conditions, total training cost incurred, acting allowances given to the member of staff who stood in for him/her and a penalty of 1% of the training costs shall be refunded by the member of staff before his departure.

If the beneficiary works for less than the prescribed period, he/she shall reimburse all the costs proportional to the remaining period.

The Company will have the right to follow up the member of staff for the reimbursement of the total cost in case his /her terminal benefit is not sufficient to cover the training costs incurred by the Company.

After the training, the staff rejoins at the same grade and shall receive the basic salary treatment corresponding to his/her grade at the time of reinstatement.

### **Category two: Personal Initiative but not initiated by Rwandair Ltd**

A member of staff who goes for further studies may request for study leave of twelve (12) months maximum provided he/she;

- Has worked for the Company for a period of at least three years;





- Is of perfect integrity;
- Pursues an academic training related to the Company's activities/line of business
- Has a recommendation from the Head of Department.

The member of staff that has been granted a study leave has no right to salary and other allowances; they can upon request be reinstated only if there is a vacant position.

### **Category three: Staff upgrading their professional and academic qualifications**

Employees pursuing private studies to upgrade their professional and academic qualifications locally may apply for study leave with CEO approval and must attach the student registration papers and exam schedule to justify the application. Study leave shall be granted at the rate of 7 calendar days for each exam period deducted from annual leave.

### **Article 7.9 Leave of absence**

Leave of absence for non-specific period is when a member of staff who is occupying a permanent post in the Company and who, for personal reasons is authorized to temporarily interrupt his/her duties.

Leave of absence for non-specific period for a member of staff renders the post vacant. During his/her absence, a member of staff loses his/her right to salary as well as to promotion. Upon return, such member of staff shall resume work only when there is a vacant post in the organizational structure and budgeted for.

A member of staff who asks for leave of absence for a period less than two years may apply for reintegration. It is the sole discretion of the Chief Executive Officer after consultation with the concerned Head of department to reintegrate the member of staff depending but not limited to; his/her previous integrity and the need of his/her skills and competencies by the Company at the time of application.

### **Article 7.10 Failure to Report Back After Leave/abscondment**

An employee who does not report back to office immediately after the expiry of their leave is considered as having absconded after 2 days and will be dismissed. If the employee returns within 2 calendar days shall be liable to disciplinary action.



## **SECTION 8 MEDICAL POLICIES**

### **Article 8.1**

#### **Medical Policy**

RWANDAIR Ltd shall grant all staff in the permanent staff category and contract staff as may be specified in their contracts, contributory medical care under an approved medical scheme with approved medical doctors. Medical benefits shall be extended to the employee and his/her immediate family as registered with the HR department, which for purposes of administering the Medical Scheme is defined as one legitimate spouse, children under 21 years of age and still dependant and orphans or dependants in the legal charge of the employee also under 21 years of age unless they are disabled.

### **Article: 8.2**

#### **RSSB Medical Scheme**

Presently RWANDAIR Ltd is a member of RSSB Employees' medical scheme in which the employee contributes five percent (5%) and employer contributes ten percent (10%) of the basic pay. The Company shall develop an alternative medical policy, should this scheme cease to exist.

### **Article: 8.3**

#### **Medical Cover**

Under this policy medical care shall not extend to cover the following: Cosmetic operations or treatment; abortions and Infertility treatment, Treatment for drug or alcohol addiction.



## SECTION 9. REBATES OR CONCESSIONARY TRAVEL

### Article: 9.1 Eligibility

Only permanent employees and contract staff after successful completion of probation are eligible to undertake concessionary travel on RWANDAIR Ltd flights or on other flights. It is a privilege granted according to Management discretion and availability of seats.

### Article: 9.2 Rebate Application Process

Application for rebated travel is done seven (7) days prior to travel on the prescribed form and submitted with an approved leave form to HR General Manager for verification and endorsement and thereafter to the Commercial Manager for approval.

### Article: 9.3 Abuses of Rebate Facilities

An employee deemed to have abused this privilege is liable for disciplinary action, which may lead to a permanent withdrawal of those facilities or dismissal from service in accordance with the seriousness of the abuse; this shall also apply to an employee who sells a rebate ticket – such an employee shall be liable to criminal prosecution.

### Article: 9.4 Dress Code on Rebate Travel

RWANDAIR Ltd employees on concessionary travel are required to be adequately dressed and smart. They are required to act or behave in a manner that enhances the good reputation of the company.

### Article: 9.5 Classes of Rebate Travel

Non-management employees and eligible family members and all children under 16 years of age shall travel economy class. Executive Managers may travel in business class on a space available basis.

#### Article Number of Rebate Tickets per Employee Rebated Travel guidelines

Years in Service Annual Entitlement	ID 100% Rebate	ID 90% Rebate	ID 75% Rebate	ID 50% Rebate
0-2 Year of Service	1 Confirmed	2 SBY	Unlimited   SBY	None
2-4 Years of Service	1 Confirmed	3 SBY	Unlimited   SBY	None
4-5 Years of Service	2 Confirmed	4 SBY	Unlimited   SBY	None
5-10 Years of Service	3 Confirmed	5 SBY	Unlimited   SBY	None
After 10 Years of Service	4 Confirmed	6 SBY	Unlimited   SBY	None
After retirement	1 Confirmed	3 SBY	Unlimited   SBY	None
Companion Concession	1 SBY	1 SBY	1 SBY	None
Family Concession (Parents  Legal Guardians)	2 Confirmed	2 SBY	Nil	None



**Article: 9.6 R e b a t e s on Other Airlines**

Concessions on other Airlines may be applied for after twelve (12) months of continuous service with RWANDAIR Ltd and shall be applicable to only permanent employees or contract staff, the spouse, and the legal dependants.

**Article: 9.7 Application Procedures on Other Airlines**

The Line Manager, the HR General Manager and the Commercial General Manager shall approve the application accompanied by an approved leave form. Letters not accepted by any foreign carrier must be returned to the issuing office before a letter to another airline is issued. Letters of introduction for concessionary travel on other airlines are no guarantee that the facility will be granted, since applications of this nature are considered in a spirit of goodwill, as airlines are under no obligation to grant the concessionary travel.

**Article: 9.8 Compliance with Restrictions**

Restrictions/embargoes/minimum fares/passenger service charges imposed by other airlines must be complied with. All tickets must be obtained at least seven (7) days prior to commencement of initial travel in the country of employment, except where the airline is not locally represented.

**Article: 9.9 Other Carrier Tickets**

Staff in possession of foreign airline tickets will not be allowed to use these tickets to travel on RWANDAIR Ltd flights.

**Article: 9.10 Payments of Taxes**

The responsibility for payment of the service charge and the tax on rebates from RWANDAIR Ltd and other airlines shall be borne by the applicant.

**Article: 9.11 Retired Employees**

Retired employees of RWANDAIR Ltd may request for concessionary travel on RWANDAIR Ltd and on other airlines. The application is processed through the CEO and approved by the same office.





## SECTION 10: UNIFORM CLOTHING

### Article: 10.1 Uniform Clothing Policy

RWANDAIR Ltd staff- operational staff shall wear uniforms whilst on duty.

### Article 10.2 Uniform Maintenance

Once an employee is supplied with a uniform he/she shall maintain the uniform in good order for the duration of the period for which it has been issued. When on duty, he/she shall appear neat

and clean in full uniform worn in accordance with the uniform regulation of RWANDAIR Ltd. If an article of uniform clothing is lost or damaged, a sum sufficient to replace that article or to repair the damage may be recovered from the employee.

### Article: 10.3 Conduct in Uniform

When in uniform an employee shall not, without permission enter a place of public entertainment or any premises licensed to sell alcoholic, liquor unless required to do so in the course of his/her duty. Furthermore, it is a requirement of employment that uniform is only worn on duty.

### Article: 10.4 Uniform Hand-over

Upon termination of service the employee shall return on his/her last day in service all uniforms items to the Human Resources Manager.

## SECTION: 11. MEAL ALLOWANCES OR TRAVEL ALLOWANCES

Staff meal and travel allowances shall be paid in accordance with in the limits set by the Company.

Approved and signed:

Witness: Company Secretary:

  
Stephen Ruzibiza

Chairman of Board of Directors:

  
Girma Wake

Chief Executive Officer:

  
John Mirengye

RwandAir

Head Office

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