

**KIBU/AFD/POL/020**





**KIBABII UNIVERSITY**  
*(Knowledge for Development)*

# **HUMAN RESOURCE POLICIES AND PROCEDURES MANUAL**

**DECEMBER, 2020**

<b>KIBABII UNIVERSITY – ISO 9001:2015 QUALITY MANAGEMENT SYSTEMS</b>		
<b>ISSUE FOR USE ON:</b>	<b>HUMAN RESOURCE POLICIES AND PROCEDURES MANUAL</b>	<b>REF: KIBU/AFD/POL/020</b>

## HUMAN RESOURCE POLICIES AND PROCEDURES MANUAL

<b>Approved by:</b> Prof. Donald N. Siamba <b>Management Representative</b>	<b>Sign:</b> 	<b>Date:</b> 14/12/2020
<b>Authorized by:</b> Prof. Isaac Ipara Odeo <b>Vice-Chancellor</b>	<b>Sign:</b> 	<b>Date:</b> 14/12/2020

<b>ACRONYMS AND ABBREVIATIONS</b>	<b>xv</b>
<b>PREFACE</b>	<b>xvii</b>
<b>ACKNOWLEDGEMENT</b>	Error! Bookmark not defined.
<b>KIBABII UNIVERSITY MANDATE</b>	<b>xix</b>
<i>Philosophy</i> .....	xix
<i>Vision</i> .....	xix
<i>Mission</i> .....	xix
<i>Motto</i> .....	xix
<i>Core Values</i> .....	xix
<b>SECTION 1: GENERAL PROVISIONS</b>	<b>1</b>
1.1 Introduction .....	1
1.2 Objectives of the Manual .....	1
1.3 Responsibility .....	2
1.4 Interpretation .....	2
1.5 Application .....	2
1.6 The Role of the Council .....	2
1.7 The Role of the University Management Board .....	2
1.8 The Role of the University Senate .....	2
1.9 Delegation .....	3
1.10 The Role of the Vice Chancellor .....	3
1.11 Communication with the Council .....	3
1.12 Office Hours .....	3
1.13 Amendments and Review .....	4
<b>SECTION 2: RECRUITMENT, SELECTION AND APPOINTMENT</b>	<b>5</b>
2.1 Policy Statement .....	5
2.2 Declaration of Vacancies .....	5
2.3 Categories of Appointment .....	6
2.4 Permanent and Pensionable Appointment .....	6
2.5 Appointment on Contract .....	6
2.6 Temporary Appointment .....	7
2.7 Casual Employment .....	7
2.8 Re-Designation .....	7
2.9 Acting Appointment .....	8
2.10 Part time appointments .....	8
2.11 Secondment and Visiting/Sabbatical Appointments .....	9

<b>2.12</b>	<b>Internship .....</b>	<b>9</b>
<b>2.13</b>	<b>Industrial Attachment .....</b>	<b>9</b>
<b>2.14</b>	<b>Powers to Make Appointments.....</b>	<b>10</b>
2.15	Appointments by the Council .....	10
2.16	Appointments by the Vice Chancellor .....	10
2.17	Recruitment Procedures .....	11
2.18	Record of Previous Employment and Qualifications .....	11
2.19	Medical Examination.....	12
2.20	Letter of Appointment .....	12
2.21	Date of Appointment .....	12
2.22	Appointment Documents .....	13
2.23	Home .....	13
2.24	Probationary Period.....	13
2.25	Next of Kin .....	14
2.26	Beneficiaries.....	14
2.27	Official Secrets Act Declaration.....	14
2.28	Staff Identification Card .....	14
2.29	Induction .....	14
2.30	Duties .....	14
2.31	Promotion .....	15
2.32	Dates of Promotion .....	15
2.33	Posting .....	15
2.34	Handing-Over Report .....	15
<b>SECTION 3:</b>	<b>SALARIES .....</b>	<b>16</b>
3.1	Policy Statement.....	16
3.2	Salary Grades .....	16
3.3	Advise on Salary and Benefits .....	17
3.4	Payment of Salary.....	17
3.5	Annual Increments.....	18
3.6	Increments for Approved Experience .....	18
3.7	Determination of Salary on Promotion .....	18
3.8	Seniority.....	19
<b>SECTION 4:</b>	<b>ALLOWANCES .....</b>	<b>21</b>
<b>4.1</b>	<b>Policy Statement .....</b>	<b>21</b>
<b>4.2</b>	<b>House Allowance.....</b>	<b>21</b>

<b>4.3</b>	<b>Commuter Allowance .....</b>	<b>22</b>
<b>4.4</b>	<b>Extraneous Allowance .....</b>	<b>22</b>
<b>4.5</b>	<b>Entertainment Allowance .....</b>	<b>22</b>
<b>4.6</b>	<b>Special Duty Allowance.....</b>	<b>22</b>
<b>4.7</b>	<b>Acting Allowance .....</b>	<b>23</b>
<b>4.8</b>	<b>Leave Allowance .....</b>	<b>23</b>
<b>4.9</b>	<b>Hardship Allowance .....</b>	<b>23</b>
<b>4.10</b>	<b>Transfer Allowance .....</b>	<b>24</b>
<b>4.11</b>	<b>Daily Subsistence Allowance (Local Travel) .....</b>	<b>24</b>
<b>4.12</b>	<b>Meal Allowance .....</b>	<b>24</b>
<b>4.13</b>	<b>Daily Subsistence Allowance (Foreign Travel) .....</b>	<b>25</b>
<b>4.14</b>	<b>Baggage Allowance.....</b>	<b>25</b>
<b>4.15</b>	<b>Airtime Allowance.....</b>	<b>25</b>
<b>4.16</b>	<b>Responsibility Allowance.....</b>	<b>26</b>
<b>4.17</b>	<b>Risk Allowance .....</b>	<b>26</b>
<b>4.18</b>	<b>Non – Practicing Allowance .....</b>	<b>26</b>
<b>4.19</b>	<b>Allowances payable to Officers Participating in Workshops, Seminars and Retreats.</b>	<b>26</b>
<b>SECTION 5: MEDICAL BENEFITS</b>		<b>26</b>
<b>5.1</b>	<b>Policy Statement .....</b>	<b>26</b>
<b>5.2</b>	<b>Medical Attention .....</b>	<b>27</b>
<b>5.3</b>	<b>In-Patient and Outpatient Treatment.....</b>	<b>27</b>
<b>5.4</b>	<b>Medical Treatment Outside Kenya .....</b>	<b>27</b>
<b>5.5</b>	<b>Group Personal Accident .....</b>	<b>27</b>
<b>5.6</b>	<b>Medical Ex-gratia Assistance .....</b>	<b>27</b>
<b>SECTION 6: TRANSPORT</b>		<b>28</b>
<b>6.1</b>	<b>Policy Statement .....</b>	<b>28</b>
<b>6.2</b>	<b>Eligibility for Transport.....</b>	<b>28</b>
<b>6.3</b>	<b>Travelling by Public Service Transport .....</b>	<b>28</b>
<b>6.4</b>	<b>Travelling in Own Car on Official Duty.....</b>	<b>28</b>
<b>6.5</b>	<b>Travelling in Official Vehicles .....</b>	<b>29</b>
<b>6.6</b>	<b>Travelling by Air .....</b>	<b>29</b>
<b>6.7</b>	<b>Travelling by Taxi .....</b>	<b>29</b>
<b>6.8</b>	<b>Travelling on Transfer .....</b>	<b>30</b>
<b>6.9</b>	<b>Travelling on Retirement .....</b>	<b>30</b>
<b>6.10</b>	<b>Transport Facilities and Other Benefits on Bereavement .....</b>	<b>30</b>

<b>SECTION 7: LEAVE PROVISIONS</b>	<b>31</b>
7.1 Policy Statement.....	31
7.2 Categories of Leave .....	31
7.3 Annual Leave .....	31
7.4 Maternity Leave .....	32
7.5 Child Adoption Leave.....	32
7.6 Paternity Leave.....	33
7.7 Unpaid Leave .....	33
7.8 Sick /Convalescence Leave.....	34
7.9 Compassionate leave.....	34
7.10 Special Leave.....	35
7.11 Terminal Leave.....	35
7.12 Sabbatical Leave .....	35
7.13 Leave of Absence .....	35
7.14 Study Leave .....	36
7.15 Public and Religious Holidays .....	36
<b>SECTION 8: PERFORMANCE MANAGEMENT</b>	<b>37</b>
8.1 Policy Statement .....	37
8.2 Performance Management Process .....	37
8.2.4 Staff Performance Appraisal System.....	38
8.3 Objectives of Performance Appraisal .....	38
8.4 Staff Performance Appraisal Process .....	38
8.5 Appraisal Period .....	39
8.6 Continuous Performance Appraisal.....	39
8.7 Mid-Year Performance Review .....	39
8.8 End of Year Appraisal Process.....	39
8.9 Performance Management Committee .....	40
8.10 Rewards and Sanctions .....	41
8.11 Appeals.....	41
8.13 Review Period .....	41
8.14 Award of Excellence.....	42
8.15 Employee of the year nominations.....	42
8.16 Customer Service .....	42
8.17 Team work.....	43
8.19 Best Innovations .....	43

8.20	Policy Implementers.....	43
<b>SECTION 9: TRAINING AND DEVELOPMENT</b>		<b>45</b>
9.1	<b>Policy Statement .....</b>	<b>45</b>
9.2	<b>Management and Coordination of Training .....</b>	<b>45</b>
9.3	Training Needs Assessment .....	46
9.4	<b>Training Projections .....</b>	<b>46</b>
9.5	<b>Guidelines for Selecting/Recommending an Employee for a Course.....</b>	<b>46</b>
9.6	<b>Training Programmes.....</b>	<b>47</b>
9.7	<b>Induction .....</b>	<b>47</b>
9.8	Eligibility for Training .....	47
9.9	<b>Eligibility for Sponsorship for Long Term Courses .....</b>	<b>47</b>
9.10	<b>Eligibility for Short Term Courses.....</b>	<b>48</b>
9.11	<b>Self-Sponsored Courses.....</b>	<b>48</b>
9.12	<b>Course Approval.....</b>	<b>48</b>
9.13	<b>Undergraduate Training .....</b>	<b>49</b>
9.14	<b>Masters programmes .....</b>	<b>49</b>
9.15	<b>PhD Programmes .....</b>	<b>49</b>
9.16	<b>Job Rotation, Coaching and Mentoring .....</b>	<b>49</b>
9.17	<b>Workshops, Retreats and Conference .....</b>	<b>50</b>
9.18	<b>Conditions Applicable to Employees on Training.....</b>	<b>50</b>
9.19	<b>Provision for Annual Leave .....</b>	<b>50</b>
9.20	<b>Expenses to be met by the University .....</b>	<b>51</b>
9.21	<b>Employee Responsibility .....</b>	<b>51</b>
9.22	<b>Resumption of Duty.....</b>	<b>51</b>
9.23	<b>Training Reports.....</b>	<b>52</b>
9.24	<b>Refund of Training Expenses .....</b>	<b>52</b>
9.25	<b>KIBU Training Revolving Fund .....</b>	<b>52</b>
9.26	<b>Training Bond .....</b>	<b>52</b>
9.27	<b>Skills Inventory.....</b>	<b>53</b>
9.28	<b>Funding for Training Programmes .....</b>	<b>53</b>
9.29	<b>Training Levy.....</b>	<b>54</b>
9.30	<b>Monitoring, Evaluation and Feedback.....</b>	<b>54</b>
<b>SECTION 10: CODE OF CONDUCT</b>		<b>55</b>
10.1	Policy Statement.....	55
10.2	Office Hours.....	55

10.3	Rule of Law .....	56
10.4	Public Trust.....	56
10.5	Performance of Duties .....	56
10.6	Professionalism.....	56
10.7	Teaching and Conduct of Examinations.....	56
10.8	Improper Enrichment and Financial Integrity .....	57
10.9	Pecuniary Embarrassment.....	57
10.10	Moral and Ethical Requirements .....	58
10.11	Gifts, Presents, Benefits and Favours .....	58
10.12	Conflict of Interest.....	59
10.13	Official Secrets Act Declaration.....	60
10.14	Declaration of Income, Assets and Liabilities .....	60
10.15	Political Neutrality.....	60
10.16	Impartiality .....	60
10.17	Collections and Harambees.....	60
10.18	Conduct of Private Affairs.....	60
10.19	Sexual Harassment at the Workplace .....	61
10.20	Workplace Harassment .....	61
10.21	Nepotism.....	61
10.22	Acting through Others .....	61
10.23	Reporting Improper Orders.....	62
10.24	Dress Code .....	62
10.25	Uniform for Employees .....	62
10.26	Media Interviews.....	62
10.27	Wrongful or Unlawful Acquisition of Property .....	62
10.28	Acting for Foreigners .....	63
10.29	Political Neutrality.....	63
10.30	Care of Property .....	63
10.31	Falsification of Records .....	63
<b>SECTION 11: COMPLAINT AND GRIEVANCE HANDLING</b>		<b>64</b>
11.1	Policy Statement.....	64
11.2	Policy objectives .....	64
11.3	Guiding Principles .....	64
11.4	Procedure.....	64
11.4.1	Step 1: Verbal discussion .....	64



<b>SECTION 12: DISCIPLINARY</b>	<b>66</b>
12.1 Policy Statement.....	66
<b>12.2 Guiding Principles.....</b>	<b>66</b>
<b>12.3 Disciplinary Powers.....</b>	<b>67</b>
12.4 Disciplinary Committees .....	67
12.5 Disciplinary Offences .....	67
12.6 Minor Offences .....	68
12.7 Serious Offences .....	68
12.8 Disciplinary Procedure.....	69
12.8.1 1 <sup>st</sup> Warning .....	69
12.9 Show Cause Letter .....	70
12.10 Conduct of investigations .....	70
12.11 Interdiction .....	71
12.12 Suspension.....	71
12.13 Absence from Duty on Grounds of Illness.....	72
<b>12.14 Absence from Duty Without Leave or Reasonable or Lawful Cause .....</b>	<b>72</b>
<b>12.15 Summary Dismissal.....</b>	<b>73</b>
<b>12.16 Other Alternative Penalties .....</b>	<b>74</b>
12.17 Appeals .....	74
<b>12.18 Composition of the Appeals Committees .....</b>	<b>74</b>
<b>12.19 Procedure for Conducting Appeals.....</b>	<b>75</b>
12.20 Defence of Officers in Criminal and Civil Suits .....	76
<b>12.21 Civil Proceedings by Employees for Defamation.....</b>	<b>76</b>
<b>12.22 Court Summons.....</b>	<b>76</b>
<b>12.23 Private Civil Cases .....</b>	<b>76</b>
<b>12.24 Surcharge .....</b>	<b>77</b>
<b>SECTION 13: MOTOR VEHICLE LOAN</b>	<b>78</b>
13.1 Policy Statement.....	78
13.2 Obligations of the University.....	78
13.3 Conditions to be met by the Employee .....	78
13.4 Thresholds .....	78
13.5 Repayment Period.....	79
13.6 Registration of Motor vehicle .....	79
13.7 Insurance of Motor Vehicle.....	79
13.8 Change of Ownership .....	79

<b>SECTION 14:</b>	<b>HOUSE MORTGAGE</b>	<b>80</b>
14.1	Policy Statement.....	80
14.2	Thresholds .....	80
14.3	Supporting Documents.....	80
14.4	Insurance .....	81
14.5	Repayment Period.....	81
<b>SECTION 15:</b>	<b>HEALTH, SAFETY AND ENVIRONMENT</b>	<b>82</b>
15.1	Policy Statement.....	82
15.2	Guidelines to General Safety .....	82
15.3	Emergency Preparedness .....	82
15.4	Fire Precautions .....	82
15.5	Fire Prevention.....	83
15.6	Notification of Fires .....	84
15.7	Medical Examination.....	84
15.8	Provision of Protective Clothing and Uniform.....	84
15.9	Safe Use of Potentially Dangerous Equipment .....	84
15.10	Compensation in case of Injury or Death .....	84
15.11	Group Personal Accident Policy .....	84
15.12	Reporting of Accident .....	85
15.13	Approval and Distribution of Compensation.....	86
15.14	Recourse to Court.....	86
15.15	Compensation Payable during Sick Leave under WIBA .....	86
15.16	Reporting Injury, Serious Illness or Death.....	86
15.17	HIV/AIDS and other Epidemics at Workplace .....	87
15.18	Fighting Stigma and Discrimination .....	87
15.19	HIV Status .....	87
15.20	Drug and Substance Abuse .....	88
15.21	Guiding Principles in Management of Drug and Substance Abuse.....	88
15.22	Protection of the Environment.....	88
15.23	First Aid Kit.....	89
<b>SECTION 16:</b>	<b>EMPLOYEES' RECORDS</b>	<b>90</b>
16.1	Policy Statement.....	90
16.2	Principles of Good Records Management.....	90
16.3	Classification of Records.....	90
16.4	Access to Personal Information.....	91

16.5	Reporting of Changes in Personal Records .....	91
16.6	Mail Management.....	91
16.7	Filing and Maintenance of Records.....	91
16.8	Records Control System .....	91
16.9	Storage Facilities and Equipment .....	91
16.10	Records Survey and Disposal .....	92
16.11	Records Retention and Disposal Schedule.....	92
16.12	Access Rules and Regulations .....	93
<b>SECTION 17:</b>	<b>LABOUR RELATIONS</b>	<b>94</b>
17.1	Policy Statement.....	94
17.2	Union Membership .....	94
17.3	Recovery of Union Dues .....	94
17.4	Dispute Resolution.....	95
17.5	Employee Participation in Strikes.....	95
17.6	Institutional Framework for Negotiation .....	95
<b>SECTION 18:</b>	<b>STAFF WELFARE</b>	<b>96</b>
<b>18.1</b>	<b>Policy Statement .....</b>	<b>96</b>
<b>18.2</b>	<b>Staff Children Education Support .....</b>	<b>96</b>
<b>18.3</b>	<b>Gender and Disability Issues.....</b>	<b>96</b>
<b>18.4</b>	<b>Gender Based Violence .....</b>	<b>96</b>
18.5	Formal complaints .....	97
18.6	Gender and HIV/AIDS .....	97
18.7	Staff Retirement Benefits .....	97
18.8	Staff Welfare Committee.....	98
18.9	Functions of the Staff Welfare Committee.....	98
18.10	Staff Welfare Benevolent Fund.....	99
18.11	Principles .....	99
18.12	Contributions.....	99
18.13	Death in Service.....	99
18.14	Death of a Parent/Guardian/Sibling .....	100
18.15	Sports .....	100
<b>18.16</b>	<b>Underlying Principles .....</b>	<b>100</b>
<b>18.17</b>	<b>Responsibilities .....</b>	<b>100</b>
<b>18.18</b>	<b>The Employee .....</b>	<b>101</b>
<b>SECTION 19:</b>	<b>OFFICIAL COMMUNICATION</b>	<b>102</b>

<b>19.1</b>	<b>Policy Statement .....</b>	<b>102</b>
<b>19.2</b>	<b>General Guidance on Correspondences .....</b>	<b>102</b>
<b>19.3</b>	<b>Internal Communication .....</b>	<b>103</b>
<b>19.4</b>	<b>Memos and Circulars .....</b>	<b>103</b>
<b>19.5</b>	<b>External Communication .....</b>	<b>104</b>
<b>19.6</b>	<b>Use of University Letterheads for personal issues.....</b>	<b>104</b>
<b>19.7</b>	<b>Corporate Identity/Image.....</b>	<b>104</b>
<b>19.8</b>	<b>Media Relations .....</b>	<b>104</b>
<b>19.9</b>	<b>Spokesperson.....</b>	<b>105</b>
<b>19.10</b>	<b>Complaints Management .....</b>	<b>105</b>
<b>19.11</b>	<b>Telephone Facilities.....</b>	<b>105</b>
<b>SECTION 20:</b>	<b>SEPARATION AND TERMINAL BENEFITS</b>	<b>106</b>
20.1	Policy Statement.....	106
20.2	Forms of Exit.....	106
20.3	Resignation .....	106
20.4	Termination of Contract .....	107
20.5	Dismissal .....	107
20.6	Retirement .....	107
20.6.1	Mandatory Retirement Age .....	107
20.6.2	Retirement under “50 Year Rule” .....	107
20.7	Retirement on Medical Grounds.....	108
20.8	Retirement on Abolition/Re-organization of Office .....	108
20.9	Death .....	108
20.10	Indemnity Certificate .....	108
20.11	Clearance Certificate .....	108
20.12	Certificate of Service.....	108
20.13	Exit Interviews .....	109
20.14	Retirement Benefits .....	109
20.15	Payment of Service Gratuity .....	109
<b>APPROVAL</b>		<b>110</b>
<b>Appendix 1: Personal Data Form</b>		<b>111</b>
<b>Appendix 2: Letter of Appointment (Permanent &amp; Pensionable)</b>		<b>112</b>
<b>Appendix 3: Letter of Appointment (Contract Terms)</b>		<b>113</b>
<b>Appendix 4: Letter of Appointment (Casual Terms)</b>		<b>114</b>
<b>Appendix 5: Application for Employment Form</b>		<b>115</b>

<b>Appendix 6: Next of Kin Form</b>	<b>121</b>
<b>Appendix 7: Nomination of Beneficiaries Form</b>	<b>123</b>
<b>Appendix 8: Certificate of Service</b>	<b>124</b>
<b>Appendix 9: Terms of Tenancy</b>	<b>125</b>
<b>Appendix 10: Annual Leave</b>	<b>126</b>
<b>Appendix 11: Training Bond</b>	<b>129</b>
<b>Appendix 12: Staff Performance Appraisal Form</b>	<b>132</b>
<b>Appendix 13: Grievance Form</b>	<b>143</b>

## DEFINITION OF TERMS

In this manual, unless the context otherwise requires, the words and expressions have the following meaning:

DEFINITION OF TERMS		
1	Academic Year	A continuous period of teaching, examination and study organised in a full year mode, semester mode, trimester mode and quarter mode and extending over not less than thirty weeks in a calendar year
2	Acting appointment	An officer appointed to serve temporarily on a higher vacant position pending advertisement and recruitment to fill the vacancy.
3	Basic Salary	An employee's salary excluding allowances.
4	Bondee	An employee who is serving a training bond obligation
5	Calendar Year	Means the period from 1 <sup>st</sup> January to 31 <sup>st</sup> December both days inclusive.
6	Contract Employees	Employees appointed for a defined period of time usually not less than six (6) months and not more than five (5) years.
7	Chairperson	Chairperson of Kibabii University Council as appointed by the President as outlined in the Kenya Gazette Notice
8	Children	The biological offsprings or legally adopted children under the age of twenty-five (25) years who are unmarried and wholly dependent on the member of staff. For purposes of records, the names of the children must be declared at the time of birth or adoption
9	Council	Refers to governing body of Kibabii University which shall comprise of a Chairperson appointed by the President and other members as outlined in the Universities Act, 2012.
10	Delegated Authority	The powers of the Council that have been assigned to any one or more of its members, officer, body or Authority to exercise on its behalf.
11	Employee	Means a person employed by the Kibabii University.
12	Financial Year	Means the period from 1 <sup>st</sup> July to 30 <sup>th</sup> June both days inclusive
13	Gender	Means references to either male or female.
14	Gross Salary	Means basic salary of an employee plus other remunerative Allowances.
15	Harassment	Means any conduct, verbal or physical, on or off campus, that has the intent or effect of unreasonably interfering with an individual or group's educational or work performance at the University or that creates an intimidating, hostile, or offensive educational, work, or living environment
16	Head of Department	Means the officer responsible for operations of any established Department in the University.
18	Home	Means the nearest place that can be reached by scheduled transport service to the place defined as "home" in the letter of Appointment.
19	HRMAC	Human Resource Management and Advisory Committee.

20	Immediate Family	Includes the officer, spouse (s), children, parents and siblings.
21	Intern	Means a student attached to the University for the purpose of gaining hands-on experience for a period not exceeding twelve (12) months.
22	Leave year	Refers to the period commencing 1 <sup>st</sup> January to 31 <sup>st</sup> December of each year.
23	Management Board	Means the body responsible for implementation of University's policies as provided for in the Universities Act, Section 22 of KIBU Charter and KIBU Statutes.
23	Next-of-kin	The name of the person provided by the officer for the purpose of contact during emergency and in case of death.
24	Nuclear family	Refer to officer, spouse and children
26	Part-time	An engagement where an employee is paid on an hourly basis
27	Permanent appointment	Appointment on pensionable terms as defined in the Employment Act
28	Pro-rata	Refers to the computation of benefits for the period served in relation to the full term entitlement
29	Re-imbursable allowances	Those allowances where an officer gets reimbursement on the expenditure incurred in the course of duty
30	Remunerative allowance	Refers to those allowances paid to an officer, in addition to salary as a form of compensation for additional responsibility
31	Sabbatical Leave	This is a period off the normal duty, granted to qualified and deserving staff members, to go for any or a combination of the following: act as visiting lecturer, carry out research, write or publish to enrich the staff academically and for the benefit of the University.
32	Secondment	Employee of KIBU appointed temporarily to another employment or position in another public organization.
34	Spouse	Refers to the legal marriage partner of an officer specified under the Marriage Act or in accordance with the relevant customary law.
35	Temporary appointment	Appointment meant to last for a limited time, usually one year or less
36	Training Bond	Refers to formal agreement between the University and its employees who are selected for approved training that oblige them to serve in the University for a specific period of time on completion of training
37	University	Means the Kibabii University
38	Vice Chancellor	Means the person appointed as the CEO of Kibabii University as provided by the Universities Act, KIBU Charter and Statutes

NB: *This Human Resource Policies and Procedures Manual is developed with due consideration to gender; thus where reference is made either to 'he' or 'she' only, it shall be construed to mean and include reference to both 'he' and 'she' and where reference is made to spouse, it shall be construed to mean and include reference to both 'husband' and 'wife' where applicable and vice versa.*

## ACRONYMS AND ABBREVIATIONS

AA	-	Automobile Association
AIDS	-	Acquired Immune Deficiency Syndrome
ART	-	Anti-Retroviral Therapy
CEO	-	Chief Executive Officer
GPA	-	Group Personal Accident
HIV	-	Human Immunodeficiency Virus
HR	-	Human Resource
HRM	-	Human Resource Management
KIBU	-	Kibabii University
ICT	-	Information and Communication Technology
NSSF	-	National Social Security Fund
OSHA	-	Occupational Safety and Health Act
PAYE	-	Pay As You Earn
PAS		Performance Appraisal System
VCT	-	Voluntary Counselling and Testing
WIBA	-	Work Injury Benefits Act
SRC	-	Salaries and Remuneration Commission



## **FOREWORD**

The Human Resource Policies and Procedures Manual provides guidelines in the Management and development of human resource capacity towards achievement of the University's goals and objectives.

This Manual will assist in implementing Human Resource policies and procedures. It aims at equipping employees with a broad spectrum of understanding Kibabii University and its operations, work procedures, rules and regulations. It also stipulates the requisite values and ethical conduct that an officer within the University must adhere to in the performance of his/her duties.

It is important to note that these policies are not exhaustive of all the rules and regulations governing the University employees in their day to day activities. They should therefore, be read alongside other relevant policy documents where applicable for better interpretation and application.

Where a clarification on any of these regulations is required, it should be sought from the Vice Chancellor.



-----  
**Dr. Ernest Mwangi Njoroge**  
**Chair-Person of the Council**

## **PREFACE**

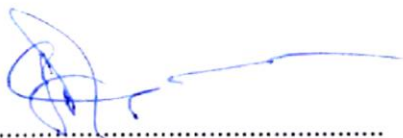
This Manual is the primary policy document in management of Human Resource in Kibabii University (KIBU). The Manual articulates among other things, the guidelines for staff recruitment, selection, appointment, promotion, training and development, staff welfare and wellness, separation and labour relations. It also defines the expected standards of behaviour and discipline of staff.

The Manual has incorporated provisions of the Kenya Constitution (2010), Universities Act 2012), Universities Amendments Act 2016, Universities Amendments Act 2017, Universities Amendments Act 2018, Kibabii University Charter 2015, Universities Statutes 2020, Commission for Universities Education Standards and Guidelines 2014, Employment Act 2007, Collective Bargaining Agreements applicable to the three unions within the University, Labour Laws and other applicable laws, legislations and policies that govern employees of the University as reviewed from time to time.

The University is committed to adherence of the provisions of this manual as a way of promoting parity of treatment and fair administrative action in keeping with requirements of the Kenya Constitution. The University will therefore ensure that there is adequate capacity and resources for its implementation.

This manual is applicable to all employees of Kibabii University. Employees are expected to familiarize themselves with the provisions of the Manual to enhance awareness of their responsibilities, obligations, entitlements and expectations. It is important to note that the policies and regulations herein are not exhaustive and should be read together with other policies or procedures where applicable.

The University recognizes that all its employees are unique and are part of the continuous successful realization of its mission and vision. Through the use of this Manual, I believe KIBU will attract and retain qualified and motivated human resource who will enable the University achieve its mandate.



**PROF. ISAAC IPARA ODEO**  
**VICE-CHANCELLOR/SECRETARY TO THE COUNCIL**

## ACKNOWLEDGEMENT

Developing acceptable Human Resource Management policy documents is laborious and requires patience and wide consultations among stakeholders. This Human Resource policies and procedures manual was developed by a dedicated team that included public service consultants under the stewardship of lead consultant, Mr. David N. Kanji with whom Dr. **Asuga and Ms. Mwangi** did deliver a draft working document. Their approach ensured that the draft was in line with other KIBU governance documents and relevant acts of parliament and the constitution of Kenya, 2010. Their efforts are highly appreciated.

The draft was submitted to a thorough discussion during a series of sensitizations workshops for University Management Board, Senate and Governance and Human Resource Committee of Council. We highly acknowledge and appreciate the contributions and suggestions from these organs of the University which have been considered and appropriately incorporated.

The interest, encouragement and the support by the three Unions, UASU, KUSU and KUDHEIA is highly appreciated.

Special thanks go to our Vice Chancellor, Prof. Isaac Ipara Odeo who created time from his busy schedule to provide invaluable leadership and guidance.

I would like in a special way, acknowledge the dedication and contribution by the Registrar Administration and Human Resource, Dr. Ruth Atidah Mitalo and her secretariat team who ensured that the suggestions and recommendations at different levels were addressed. Without mentioning each by name, their efforts were invaluable and I would like to convey my gratitude to them.

I look forward to successful implementation of this policy and procedure manual for development of Kibabii University.



**Prof. Donald Namasaka Siamba**

**Deputy Vice Chancellor (Administration, Finance and Development)**

## **KIBABII UNIVERSITY MANDATE**

Kibabii University was established through Kenya Gazette Legal Notice number 115 of August, 2011. The University was chartered on 14<sup>th</sup> November 2015. The University endeavors to achieve quality education and training by recruiting qualified staff for academic programmes, innovation, research and extension, community service, and management practices.

### ***Philosophy***

Kibabii University embodies the view that Science, Technology and Innovation are critical for sustainable utilization of material and human resources for the posterity of the universe.

### ***Vision***

*To be a global and dynamic University of excellence in Science, Technology and Innovation.*

### ***Mission***

*To achieve excellence in generation, transmission and enhancement of new knowledge in Science, Technology and Innovation through quality Teaching, Research, Training, Scholarship, Consultancy and Outreach programmes.*

### ***Motto***

*Knowledge for Development*

### ***Core Values***

Kibabii University is anchored on six (6) Core Values whose acronym is **EASIIA**.

To operationalize the core values, “*KIBU aspires to produce scholars who embody Excellence, Accountability and Transparency, Social Responsibility, Innovation, and are of Integrity while utilizing their Academic freedom in performing their duties*”.

The six (6) core values are:

- i. **Excellence;**
- ii. **Accountability and transparency;**
- iii. **Social Responsibility;**
- iv. **Innovation;**
- v. **Integrity; and**
- vi. **Academic freedom**

## **SECTION 1: GENERAL PROVISIONS**

### **1.1 Introduction**

- 1.1.1 The Human Resource Policies and Procedures Manual herein referred to as ‘the Manual’ has been developed to ensure consistency and harmony in management of staff at Kibabii University.
- 1.1.2 The Manual has been developed to articulate the policies of the University; promote fair administrative action; enhance partnership between the University and its employees; and support service delivery by employees of the University.
- 1.1.3 Unless otherwise expressly provided, employees of the University shall be required to observe the provisions of the policies and procedures provided in this Manual.
- 1.1.4 In addition, employees will be required to comply with relevant provisions of other policies, procedures, rules and instructions issued by Government from time to time.
- 1.1.5 In addition to other applicable laws, the Manual will act as a reference document for the University. It therefore, forms the basis upon which the University’s working culture shall derive.
- 1.1.6 Where a conflict arises between the provisions of the policies and procedures in this Manual with any other manual, such conflicts will be referred to the Vice Chancellor for guidance.
- 1.1.7 Copies of this Manual are the property of the University and it is the responsibility of the Deputy Vice Chancellor/Administration, Finance and Development to ensure that all employees have access to the Manual.
- 1.1.8 The Human Resource Management Advisory Committee (HRMAC) members shall be appointed by the Vice Chancellor in writing.
- 1.1.9 The HRMAC shall be responsible for all Human Resource Management and training matters.

### **1.2 Objectives of the Manual**

- 1.2.1 The general objective of this Manual is to outline Human Resource Management policies, procedures, regulations, practices and other administrative processes to facilitate efficient and effective management of Human Resource in the University.
- 1.2.2 The specific objectives of this Manual are to ensure: -
  - i. Adherence to the Constitution of Kenya and other Government guidelines;
  - ii. A common understanding by the employees of stipulated standards, policies and procedures for monitoring their performance;





- iii. HR policies, organizational structure and individual roles operate in an integrated manner to meet the University's vision and mission; and
- iv. Adherence to various professional propriety and public expectation.

### **1.3 Responsibility**

- 1.3.1 The Deputy Vice Chancellor, Administration, Finance and Development shall make the Manual available to all employees. It will be the responsibility of all employees to read and understand the Manual and any other subsequent amendments therein.

### **1.4 Interpretation**

- 1.4.1 The interpretation of the Manual shall rest with the Vice Chancellor. The Vice Chancellor will seek guidance from the Council or any relevant Government agency on any matter that may not be covered by these policies and procedures.

### **1.5 Application**

- 1.5.2 This Manual applies to all employees of Kibabii University.

### **1.6 The Role of the Council**

- 1.6.1 The Council shall be responsible for the general direction, coordination and overall management of the University's operations.
- 1.6.2 The Council shall be responsible for recruitment, appointment and determining terms and conditions of service for all University employees.
- 1.6.3 The Council shall ensure proper and effective performance of various functions of the University.

### **1.7 The Role of the University Management Board**

- 1.7.1 The University Management Board will coordinate and control the development, planning, management and administration of the University's human resource in accordance with approved Policies, Rules and Regulations.

### **1.8 The Role of the University Senate**

- 1.8.1 The Senate shall provide technical support in recruitment and appointment of academic staff.
- 1.8.2 The Senate shall be responsible for ensuring that academic standards are maintained in line with the Commission for University Education.



## **1.9 Delegation**

- 1.9.1 The Council may delegate any of its functions and powers under this Manual to a Committee of the Council or the Vice Chancellor. The Vice Chancellor may delegate his duties and powers under these regulations to any officer of the University as may be appropriate.

## **1.10 The Role of the Vice Chancellor**

- 1.10.1 The Vice Chancellor shall:

- i. Be the academic and administrative Head of the University;
- ii. Provide overall direction, organization, administration and implementation of University's programmes;
- iii. Be responsible for the day-to-day administration and management of the affairs of the University;
- iv. Implement decisions of the Council; and
- v. Monitor and evaluate performance of both teaching and administrative employees of the University.

## **1.11 Communication with the Council**

- 1.11.1 The resolutions of the Council will be communicated directly to the Vice Chancellor through minutes of Council meetings. Any official communication from the Council to any other employee will be made through the Vice Chancellor.

## **1.12 Office Hours**

- 1.12.1 Unless expressly provided in an employee's terms and conditions of service, all employees shall be required to work for a total of 40 hours per week. The normal working hours shall be as follows:

### **Monday to Friday**

8.00 a.m. to 1.00 p.m. - 5 hours

1.00 p.m. to 2.00 p.m. - 1 hour lunch break

2.00 p.m. to 5.00 p.m. - 3 hours

- 1.12.2 Teaching staff shall be required to adhere to the teaching timetable as per the University schedule released from time to time in addition to research.
- 1.12.3 The Vice Chancellor may, where necessary and in the interest of service, call upon employees to render services outside the normal working hours.

### **1.13 Amendments and Review**

- 1.13.1 The Manual maybe amended from time to time as and when necessary. Such changes will require authorization of the Council and will be communicated to employees in writing by the Vice Chancellor.
- 1.13.2 The Council reserves the right to initiate and approve a revision, revocation or addition to the policies contained in this Manual.
- 1.13.3 This manual will be reviewed after every five (5) years or as need arises taking into considerations the emerging issues.





## **SECTION 2: RECRUITMENT, SELECTION AND APPOINTMENT**

### **2.1 Policy Statement**

- 2.1.1 The University is committed to attract and retain competent employees required for efficient and effective service delivery.
- 2.1.2 The University is an equal opportunity employer and candidates will be selected on merit through fair and open competition from the widest range of eligible candidates.
- 2.1.3 In making appointments, the University shall not discriminate on the basis of gender, disability, race, religion, ethnicity or any other form of discrimination. The constitutional requirements as stipulated in Chapter 6 and Article 232 of the Constitution will be observed when making appointments or as advised from time to time.
- 2.1.4 When making a decision on selection on first appointment, information concerning a candidate's general background and/or previous employment shall be verified.
- 2.1.5 All appointments shall be made with the approval of the Council and shall be within the approved staff establishment.
- 2.1.6 Appointments in all cases shall be made in compliance with the University's Staff Career guidelines and other relevant Government legislation.
- 2.1.7 The University shall maintain approved staff establishment for all posts as approved by the Council. These shall be used as the basis for all recruitment.
- 2.1.8 The grading structure, qualifications and other requirements for recruitment will be laid down in every Career Progression Guideline.
- 2.1.9 The Career Guidelines shall also be the basis for processing appointments and promotions of employees in their respective fields of employment.
- 2.1.10 Applicants will be recruited on merit based on their academic and/or professional qualifications and experience as stipulated in their respective Career Guidelines after undergoing interview and vetting.

### **2.2. Declaration of Vacancies**

- 2.2.1 The Deputy Vice Chancellor (Administration Finance and Development) shall maintain an approved up-to-date staff establishment.
- 2.2.2 The Vice Chancellor in consultation with the Deputy Vice Chancellor/ Administration Finance and Development shall declare to the Council all vacancies as and when they fall vacant.



- 2.2.3 In making the declaration, the Deputy Vice Chancellor/ Administration Finance and Development shall take into account whether such posts are competitive or not and also explore options for internal recruitment first before the positions are advertised externally.

## **2.3 Categories of Appointment**

- 2.3.1 Employees will be appointed on any one of the following terms of service:

- i. Permanent and Pensionable
- ii. Contract
- iii. Temporary
- iv. Part-time
- v. Acting
- vi. Other-secondment/visiting/sabbatical and attachment/internship

## **2.4 Permanent and Pensionable Appointment**

- 2.4.1 Permanent and Pensionable appointment shall apply to employees who on successful completion of the probationary period shall be eligible to join the University's pension scheme.
- 2.4.2 An employee will initially be placed on probationary period of six (6) months. After successful completion of the probationary period, the employee will be confirmed in appointment.
- 2.4.3 Probationary period may be extended for a further period of six (6) months on recommendation of the Head/Chair of Department. At no given time shall probationary period exceed one (1) year. If at the end of the probationary period the appointment is not confirmed, it shall be terminated forthwith.

## **2.5 Appointment on Contract**

- 2.5.1 Appointment on contract terms shall apply to employees appointed to undertake assignments within a specific time period.
- 2.5.2 An employee serving on contract will be eligible for service gratuity at the rate of 31% of his monthly basic salary over the period worked. However, an employee whose contract is terminated before the contract expires shall be paid gratuity on a pro-rata basis.
- 2.5.3 Employees serving on contract terms of service who wish to have their contracts renewed will submit to the Council written requests not more than six (6) months and not less than three (3) months before the expiry of the contract.
- 2.5.4 Termination of contract appointment shall require either party to submit a written notice as per the applicable terms of employment.

## **2.6 Temporary Appointment**

2.6.1 Appointments to a position on temporary terms may be made on the following grounds:

- i. When there is a specific activity that requires to be undertaken within a definite period of time;
- ii. To sit in for a regular staff who may be on leave; or
- iii. In case the University creates positions that are short-term in nature.

2.6.2 Such appointments shall be for a period not exceeding 12 months (one year).

2.6.3 Temporary staff shall receive a taxable consolidated salary inclusive of house allowance with no other allowances. They shall be expected to contribute to NHIF and NSSF. They shall however be entitled to annual leave with full pay after twelve (12) consecutive months of service.

## **2.7 Casual Employment**

2.7.1 A casual employee means a person whose terms of engagement provide for his wages at the end of each day and who is not engaged for a longer period than twenty-four (24) hours. Such engagement may be for a specified period of time and in any case not exceeding three (3) consecutive months.

2.7.2 Casual employees are not entitled to benefits enjoyed by permanent or contractual employees.

2.7.3 Recruitment of casual services must be competitive and accommodate diversity.

2.7.4 A casual employee shall not be entitled to any leave, service gratuity or medical benefit.

2.7.5 The University shall minimize continuous use of casuals. However, where casual labour shall be required, their services shall be determined within thirty (30) days. Justification shall be required for hiring the same casuals.

2.7.6 Casual workers shall be hired on piece rated and time rated jobs and shall be paid in accordance with the minimum wages guidelines issued by the Council from time to time.

## **2.8 Re-Designation**

2.8.1 The DVC AFD shall have power to re-designate employees from Grade AD1-9 upon recommendation of University Management Board subject to suitability interview for those moving to non-related cadres and approval of Council.

2.8.2 Re-designation of employees shall be subject to the following conditions:-

- i. Suitability interview for employees who are moving from one cadre to another;
- ii. Suitability Interview shall not apply for posts which fall within the same job family;



- iii. Shall be limited to positions in the first two (2) entry levels in any cadre;
- iv. Shall take effect from the date of the decision;
- v. The DVC AFD shall be required to promote qualified employees before processing the re-designation requests;
- vi. Re-designation with continuous service shall be allowed only for technical cadres whose job specifications are similar for both graduate and non-graduate employees;
- vii. Shall be subject to existence of vacancies;
- viii. The decision shall not reduce the employee's salary; and
- ix. The above notwithstanding, re-designations shall be based on an employees' demonstration of competence, merit and ability in performance.

2.8.3 An employee who wishes to re-designate shall apply, in writing, to the DVC AFD.

2.8.4 A re-designation shall take effect on a date to be determined by the Council or the DVC AFD as the case may be.

## **2.9 Acting Appointment**

2.9.1 Acting appointment may be made where a vacancy arises that is not substantively filled or when the incumbent is incapacitated.

2.9.2 Acting appointments period shall be for three (3) consecutive months. This can however be extended for another three (3) months with the approval of the Vice Chancellor in consultation with the University Council.

2.9.3 When a vacancy arises, the Deputy Vice Chancellor in charge of the respective Division shall write a recommendation to the Vice Chancellor of the potential candidates for appointment, the position to be acted and the expected acting period. The Vice Chancellor shall then appoint one of the recommended persons.

2.9.4 An employee required to act as the Vice Chancellor when the position falls vacant shall be appointed by the Ministry of Education on recommendation by the University Council.

2.9.5 An employee required to act as the Deputy Vice Chancellor when the position falls vacant shall be appointed by the Ministry of Education on recommendation by the University Council.

2.9.6 Absence of less than thirty (30) consecutive days due to an employee being on urgent or annual leave or sick leave, shall not be regarded as a break in an acting appointment.

2.9.7 The acting appointment shall be terminated when the substantive holder of the higher position resumes duty or upon substantive filling of the higher post.

## **2.10 Part time appointments**

2.10.1 Part-time appointments shall be made in the teaching departments only and shall be made per semester. A part-time member of staff shall be required to clear with the University at



the end of the semester. The appointment may be renewed at the discretion of the University but shall be based on performance;

- 2.10.2 Part-time appointments shall be on such terms as the Council may determine from time to time. Payments for such part-time appointment will be commensurate to the tasks involved and as per part-time payment policy; and
- 2.10.3 Unless expressly provided for in the letter of appointment, part-time appointees will be paid on hourly basis with no extra benefits as per Part-time Policy.

## **2.11 Secondment and Visiting/Sabbatical Appointments**

- 2.11.1 The Council may appoint staff on secondment or visiting basis on such terms and for such periods as the University Council and the appointee agree.
- 2.11.2 The obligations of the University regarding emoluments, allowances and other benefits in respect to staff on secondment and visiting appointees shall be specified in the letter of appointment.
- 2.11.3 Unless otherwise specified in the letter of appointment, such staff shall be subject to the authority of the Vice Chancellor or other officers acting on his/her behalf.

## **2.12 Internship**

- 2.12.1 Trainees graduating from training institutions join the job market with academic and theoretical approaches to work and hence require practical exposure in a real work environment.
- 2.12.2 The University will support internship programmes as part of on the job training for the purpose of moulding new graduates to become responsible citizens who will contribute effectively to the socio-economic development of the country.
- 2.12.3 Internship programmes shall be guided by the provisions of the Public Service Internship Policy, requirements of the relevant professional bodies and other policy guidelines issued by Government. Internship shall not exceed a period of one (1) year.
- 2.12.4 Interns shall not be attached to sensitive areas of the University.
- 2.12.5 Interns shall be expected to have a personal accident insurance cover for the period of the internship.

## **2.13 Industrial Attachment**

- 2.13.1 Industrial attachment opportunities shall be provided to students in institutions of higher education.

- 2.13.2 Attachment will be undertaken in the course of the training and the duration shall not exceed three (3) months.
- 2.13.3 The Kibabii University shall not pay students on attachment.
- 2.13.4 Attachees shall not be deployed to sensitive areas of the University.
- 2.13.5 The attachment shall be administered in line with the values and principles of Public Service, the Public Service Field Attachment Guidelines, the National Industrial Training Authority guidelines and existing labour laws.

## **2.14 Powers to Make Appointments**

- 2.14.1 Authority to appoint employees is vested in the Council. However, the Council may delegate some of these powers in writing and for a specific cadre of employees to the University Management Board.
- 2.14.2 The power to appoint an employee to any senior level position (Grade 14 and above) shall be vested on the University Council.
- 2.14.3 The Vice Chancellor through the respective Committees shall have the power to appoint staff members at Academic, Middle and Support staff levels (Grade 13 and below).

## **2.15 Appointments by the Council**

- 2.15.1 The Vice Chancellor, Deputy Vice-Chancellors, Principals and Deputy Principals will be appointed by the Council through a competitive process in line with existing government guidelines;
- 2.15.2 The Vice Chancellor, Deputy Vice-Chancellors, Principals and Deputy Principals will be appointed on contract terms of service in accordance with the University Statutes;
- 2.15.3 Appointments of staff at teaching and administrative positions in Grade 14 and above shall be by a committee chaired by the Chair-person of Council in accordance with the University Charter and Statutes.

## **2.16 Appointments by the Vice Chancellor**

- 2.16.1 Appointments of staff at teaching positions in Grade 10 to 13 shall be by a committee chaired by the Vice Chancellor in accordance with the approved procedures set by relevant government agencies.
- 2.16.2 Appointments of all staff on administrative positions in Grade 1 to 13 shall be by a committee chaired by the Vice Chancellor in accordance with the approved procedures set by relevant government agencies.

- 2.16.3 The Vice Chancellor shall be required to report such appointments to the Council in the subsequent Council meeting for ratification.

## **2.17 Recruitment Procedures**

- 2.17.1 The Vice Chancellor will declare all vacant posts within the establishment, which are to be filled substantively or in an acting capacity to the Council in accordance with the procedures set out in this Manual. The declaration shall originate from the Heads of Department and must be supported by justification for the recruitment guided by the approved establishment and affordability within budgetary provisions.
- 2.17.2 Priority in promotions will be given to candidates who are employees of the University so as to enhance their career progression;
- 2.17.3 In the absence of suitable internal candidates, applicants will be recruited through open advertisements. Where there will be need for specialized services, the Council may use reputable human resource recruitment firms to hire suitable candidates;
- 2.17.4 All employees on reaching maximum of their grade will be considered for promotion when vacancies exist, subject to evaluation and recommendation of the Departmental Committee Chaired by the Head of Department in accordance with regulations;
- 2.17.5 In each case for 2.16.3 above, and where possible, a shortlist of not less than three (3) candidates per post shall be prepared and submitted to the Management for approval for interviews;
- 2.17.6 All application letters including those of candidates not short-listed shall be retained for six (6) months after the appointment has been made before disposal;
- 2.17.7 No panelist at either the short listing or interviewing stage will participate in cases where there is an applicant who is related to him in any way to avoid conflict of interest. The requirement of affirmative action and other constitutional provisions, will apply on appointment/promotion as applicable.

## **2.18 Record of Previous Employment and Qualifications**

- 2.18.1 The Vice Chancellor will be required to ensure that a candidate's record of previous employment is satisfactory in all aspects when recommending appointments to the Council. The Vice Chancellor may call for a confidential report of a candidate from previous employer(s), contents of which may determine whether or not to appoint the candidate.
- 2.18.2 Where appointment is based on specific educational, professional or other qualifications, the original and certified copies by the relevant issuing body of the relevant certificates will be obtained from the candidate.
- 2.18.3 Relevant examining bodies shall be consulted to verify the authenticity of the certificates produced by a candidate before engagement. Certified copies of all relevant documents



should be retained in the personal file of the candidate for record.

2.18.4 Foreign earned certificates should be equated by the Commission for University Education.

## **2.19 Medical Examination**

2.19.1 Successful candidates will be required to undergo a medical examination conducted by a registered medical practitioner. The purpose of the medical examination shall be to guide deployment of employees.

2.19.2 No candidate shall be discriminated against on the grounds of actual or perceived medical conditions.

2.19.3 Employees' Medical information shall remain confidential.

## **2.20 Letter of Appointment**

2.20.1 A letter of appointment (Appendix 2, 3 and 4) shall be issued to an employee on first appointment and shall contain the following details: -

- i. Name of the employer;
- ii. Name, age, permanent address and sex of the employee;
- iii. Grade and designation;
- iv. Date of commencement of appointment;
- v. Job description of the employment;
- vi. Terms and conditions of employment;
- vii. Duration of the contract;
- viii. Remuneration and salary entry point to which the candidate is appointed and annual incremental date;
- ix. Details of housing and other allowances payable;
- x. Leave entitlement;
- xi. Terms of separation; and
- xii. Terminal benefits.

2.20.2 The employee will be required to acknowledge the letter of appointment and append his/her signature before or on the date of engagement. A copy of the letter shall be placed in his/her personal file.

2.20.3 A candidate shall be required to accept in writing and take up the appointment within a period of ninety (90) days, failure to which the offer shall be deemed withdrawn.

2.20.4 In the event that the candidate fails to accept the appointment the Council may consider appointing the second ranked candidate.

## **2.21 Date of Appointment**

2.21.1 The date of appointment shall be the date the employee assumes duty.



## **2.22 Appointment Documents**

2.22.1 An employee on first appointment shall provide the following documents: -

- i. Original academic and professional certificates duly certified by the issuing authority;
- ii. National Identity Card/Passport;
- iii. Two coloured passport size photographs;
- iv. Certified copy of birth certificate;
- v. KRA Tax PIN;
- vi. Bank Account details where appropriate;
- vii. Medical examination Report from a registered medical practitioner; and
- viii. Certificate of Good Conduct from Directorate of Criminal Investigations.

2.22.2 In addition, the Vice Chancellor shall ensure that all newly appointed employees whose level of seniority and responsibility require vetting are dully vetted as per existing practice.

2.22.3 A newly appointed employee shall make an initial declaration of income, assets and liabilities by completing the prescribed form.

## **2.23 Home**

2.23.1 Letter of appointment shall specify the “Home” of the staff. The University shall not designate a place as home if the member of staff’s adoption of such home is temporary. The decision of the University as to the specification of “Home” shall be final.

2.23.2 At the time of appointment consideration shall be given to the member’s country of origin and place of recruitment. In as far as possible priority for appointment shall be given to Kenyans unless such skills needed are not available in the country.

## **2.24 Probationary Period**

2.24.1 Unless otherwise specified, all newly appointed employees will be required to undergo a probationary period of six (6) months.

2.24.2 During the period, Heads and Chairpersons of Department will submit detailed progress reports and recommendations indicating the employee’s performance to the Deputy Vice Chancellor (Administration, Finance and Development). Based on the recommendations, Deputy Vice Chancellor (Administration, Finance and Development) will advise the Vice Chancellor whether or not, the employee should be confirmed, probationary period extended, or the appointment terminated altogether.

2.24.3 Where an employee’s performance is not satisfactory, the probationary period may be extended for a further period of not more than six (6) months with the agreement of the employee.

2.24.4 An employee who has completed the normal or extended period of probation satisfactorily shall be confirmed in the post. If the probationary service is unsatisfactory, the appointment shall be terminated.

2.24.5 Employees serving on contract terms will be appraised on a quarterly basis during the first year of the contract. If the performance is unsatisfactory, the appointment shall be terminated in accordance with the contract terms.

## **2.25 Next of Kin**

2.25.1 A new employee will be required to complete a next-of-kin form (Appendix 6) on first appointment and to update his next-of-kin records and other family details from time to time.

## **2.26 Beneficiaries**

2.26.1 A new employee will be required to complete a Beneficiaries form (Appendix 7) on first appointment and to update his beneficiaries records and other family details from time to time.

## **2.27 Official Secrets Act Declaration**

2.27.1 Each employee shall sign a Declaration of Secrecy Form under the Official Secrets Act, Cap. 187 upon appointment and/or termination of service.

## **2.28 Staff Identification Card**

2.28.1 Each employee will be issued with an official identification card.

2.28.2 In the event of loss of the identification card, an employee shall be required to report the loss to the police and obtain an abstract to enable for processing of a replacement. If a replacement is as a result of change of designation or marital status, the employee shall be required to make a formal application to the Deputy Vice Chancellor/Administration, Finance and Development for the replacement.

2.28.3 On termination of employment, an employee shall be required to surrender his staff identification card to the University.

## **2.29 Induction**

2.29.1 All newly appointed employees will undergo induction conducted by the University within three (3) months of reporting to familiarize themselves with the structure, functions and operations of the University.

## **2.30 Duties**

2.30.1 All employees shall be given a job description and assigned duties accordingly.

- 2.30.2 An employee may be deployed to work in any department provided that he possesses the core competencies required for effective performance.

### **2.31 Promotion**

- 2.31.1 The University will strive to expeditiously fill all vacancies by promotion of suitable employees. Consideration of promotion shall be in accordance with the provisions of the Career Progression Guidelines developed for each cadre. Priority will be given to employees who have relevant experience, qualifications and proven merit.
- 2.31.2 The process of filling vacancies by promotion will be through internal advertisement. Where the University cannot attract suitable candidates from within, it will proceed to fill the position through external advertisement.
- 2.31.3 In selecting candidates for promotion, the University shall be guided by consideration of affording adequate and equal opportunities to all gender, youths, members of all ethnic groups, persons with disabilities and minorities.

### **2.32 Dates of Promotion**

- 2.32.1 The effective date of an employee's promotion will be the date of approval by the Council.

### **2.33 Posting**

- 2.33.1 An employee may be posted to any of the University Directorate/Department /School /campuses. In case of deployment to a campus, the particular campus shall become the workstation for that particular employee.
- 2.33.2 The power to transfer an employee from one campus to another or from one department to another shall be vested in the Vice Chancellor for senior positions for Grade 13 and above and Deputy Vice Chancellor/Administration, Finance and Development in consultation with other Deputy Vice Chancellor(s) for Grade 12 and below or a designated person for all other positions.

### **2.34 Handing-Over Report**

- 2.34.1 On re-deployment, retirement, resignation or transfer, an employee will prepare a comprehensive handing-over report under the supervision of the immediate Supervisor and/or the relevant Heads of Department. A copy of the report will be submitted to the Vice Chancellor for record purposes.

## **SECTION 3: SALARIES**

### **3.1 Policy Statement**

- 3.1.1 The University Council will remunerate the employees in a manner that motivates them and which supports and develops a high performance workforce required to efficiently and effectively provide quality service. An individual employee's remuneration package is confidential.
- 3.1.2 The salary shall be payable to members of staff as and at such rates as shall be negotiated from time to time between the Council and the Unions and approved by the Government from time to time.
- 3.1.3 The remuneration policy is based on the following guiding principles: -
- i. Provision for adequate pay differentials to recognize responsibility levels, skills, competencies, experience and performance in relation to the vision and mission of the University;
  - ii. Achievement of equity, transparency and competitiveness in the remuneration packages shall be based on Job Evaluation;
  - iii. Adoption and implementation of best Human Resource practices in regard to compensation;
  - iv. Maintenance of a salary structure that will enable the University to attract, retain and motivate qualified employees;
  - v. Focus on the value of total compensation, which includes basic salary, allowances and other benefits; and
  - vi. Adherence to salary and remuneration guidelines issued by the Salaries and Remuneration Commission from time to time.

### **3.2 Salary Grades**

- 3.2.1 There shall be such salary grades as the University Council may determine from time to time.
- 3.2.2 On the first appointment, an employee will enter the salary structure at the minimum point of the respective salary scale. However, an employee maybe granted incremental credit for previous relevant experience as provided for in Section 3.5 of this Manual.
- 3.2.3 The salary structure shall be determined by the Council from time to time.

### **3.3 Advise on Salary and Benefits**

- 3.3.1 The salary for each employee will be specified in the appointment letter.
- 3.3.2 Basic salary and benefits will be communicated to the employee in writing on appointment, at which time, the employee will also be informed of their grades and designation. Any subsequent change in basic salary, grade or designation shall be communicated to the employees in writing.
- 3.3.3 Any change in benefits, which affect all or any category of employees, will be communicated by the Vice Chancellor.

### **3.4 Payment of Salary**

- 3.4.1 An employee on first appointment will be paid salary with effect from the date of assumption of duty.
- 3.4.2 Each employee will have a stated monthly basic salary quoted before any statutory deductions.
- 3.4.3 Salary will be paid monthly in arrears and will be denominated and paid in Kenya shillings.
- 3.4.4 The salary of an employee will be net of statutory deductions and other deductions that may be agreed upon by the employee and employer respectively. A statement in the form of a pay slip indicating the gross salary, deductions made and the resultant net salary will be forwarded to every employee each month.
- 3.4.5 Salary will be paid through the Bank and all employees will be required to open Bank Accounts and submit the details to the Registrar Administration and Human Resources.
- 3.4.6 Statutory deductions such as PAYE, NSSF, NHIF and other legal taxes, as well as deductions arising from court orders/attachments, will be made from an employee's salary without his authorization.
- 3.4.7 Voluntary deductions such as remittances to co-operatives, insurance firms, among others, will be effected provided the employee gives written authorization.
- 3.4.8 Employees shall not over commit their salaries beyond two thirds (2/3) of their basic salary and the Registrar Administration and Human Resource shall ensure compliance.
- 3.4.9 On termination of employment, the final benefits will be made on confirmation that the employee has been cleared and issued with a Clearance Certificate.

### **3.5 Annual Increments**

- 3.5.1 An increment is an increase of salary granted on the basis of satisfactory job performance at regular intervals when due until the maximum salary point of the Job Grade is reached. An employee serving on an incremental scale is not entitled to receive an increment as a right. An increment shall only be granted if an employee has discharged his duties with efficiency, diligence and fidelity.
- 3.5.2 The first date of the month shall be an incremental date. An officer's annual incremental date shall be the first date of the month one is appointed.
- 3.5.3 If an employee is granted unpaid leave which is not increment earning, his incremental date will be recomputed based on the month he resumes duty.

### **3.6 Increments for Approved Experience**

- 3.6.1 An employee may be granted incremental credit for previous relevant experience at the rate of one increment for each complete year of approved experience provided the maximum salary of the Grade assigned to the post is not exceeded.
- 3.6.2 The grant of increments for relevant experience will be subject to the following conditions:
- i. Incremental credit will only be granted in respect of approved experience gained after acquiring the requisite minimum qualifications for the grade. In granting incremental credit, any period of service or experience stipulated as a basic requirement for appointment or promotion to a particular grade will be excluded;
  - ii. Incremental credit will be granted only for previous approved experience in the type of work upon which an employee will be employed on his appointment to the particular grade;
  - iii. Incremental credit may not be granted on appointment to promotional post, i.e. posts to which an employee would not normally be appointed if he had joined the University immediately after completing his education; and
  - iv. Incremental credit may be granted for the number of years of aggregate approved experience, excess periods served in the same Grade after the number of years as provided for in the Career Progression will not count.

### **3.7 Determination of Salary on Promotion**

- 3.7.1 Where an employee is promoted from one grade to another and his salary on the effective date of promotion is less than the minimum of the salary scale attached to the new grade and where that employee was earning an annual increment, he shall receive the minimum of the salary scale attached to his new grade on the effective date of his promotion and his incremental date will be based on the month in which he is promoted.

- 3.7.2 Where the salary of an employee on the day preceding the effective date of his promotion is one point immediately below the minimum of the salary scale attached to his new Grade and where that employee was earning an annual increment, he will receive the minimum of the salary scale attached to his new Grade on the effective date of his promotion and retain the incremental date.
- 3.7.3 Where the salary of an employee on the day preceding the effective date of his promotion corresponds to or is higher than the minimum of the salary scale attached to the Grade to which he is promoted, his salary on promotion will be determined in accordance with the rules set out below: -
- i. Where on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his previous Grade and his service at that salary amount to less than one (1) year, he will enter the salary scale attached to his new Grade from the effective date of his promotion at the next point above his salary and his incremental date will be based on the month in which he is promoted.
  - ii. Where on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his previous Grade and his service at that salary amount to less than three (3) years, he will enter the salary scale attached to his new Grade from the effective date of his promotion at the next point above his salary and retain his incremental date.
  - iii. Where on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his previous Grade and his service at that salary amount to three (3) years or more, he will enter the salary scale attached to his new Grade from the effective date of his promotion at one point higher than his salary and thereafter be awarded three increments and his incremental date will be based on month in which he is promoted.
  - iv. Where on the day preceding the effective date of his promotion he had not attained the maximum point of the salary scale attached to his previous Grade but was earning an annual increment in that salary scale, he will enter the salary scale attached to his new Grade from the effective date of his promotion at the next point above his salary and his incremental date will be based on the month in which he is promoted.
- 3.7.4 The above rules will not apply to employees employed on contract.

### **3.8 Seniority**

- 3.8.1 Seniority of employees shall be determined as follows:

- i. As between employees of the same grade, by reference to the dates on which they respectively entered the grade;
  - a. If the employees entered that grade on the same day, by reference to their seniority on the day immediately preceding that day; and

- b. If any employees who entered the same grade on the same day did so by appointment and not by promotion (excluding promotion from a non-pensionable to a pensionable grade), then seniority relative to each other shall be determined by reference to their respective ages.
- ii. As between employees of different grades on the same salary scale or the same flat rate of salary, by reference to the dates on which they respectively entered their grades;
- iii. As between employees of different grades on different salary scales, by reference to the maximum point on their salary scale, a flat rate of salary being regarded for this purpose as a salary scale with a maximum point equivalent to the flat rate; and
- iv. Provided that when assessing the seniority of pensionable employees, service by himself or any other person in a non-pensionable capacity shall not be taken into account.



## **SECTION 4: ALLOWANCES**

### **4.1 Policy Statement**

- 4.1.1 The University is committed to remunerate the employees in a manner that motivates them and which supports and develops a high-performance workforce required to provide quality service.
- 4.1.2 While it may be considered that the salary attached to a position represents appropriate remuneration of its holder for proper and efficient performance of day-to-day duties, there are circumstances in which additional payments are warranted. Such additional payments are made in form of allowances, either to reimburse an employee for expenses incurred directly or indirectly in the execution of his duties, or to compensate him for services rendered over and above the normal job requirements.
- 4.1.3 The allowances shall be payable to members of staff as and at such rates as shall be negotiated between the Council and the Unions and approved by the Government from time to time.
- 4.1.4 Allowances will be reviewed after every three years or as need arises.
- 4.1.5 Employees will be eligible for the following allowances where applicable: -
- i. House Allowance
  - ii. Commuter Allowance
  - iii. Extraneous Allowance
  - iv. Entertainment Allowance
  - v. Special Duty Allowance
  - vi. Acting Allowance
  - vii. Leave Allowance
  - viii. Hardship Allowance
  - ix. Transfer Allowance
  - x. Daily Subsistence Allowance (Local Travel)
  - xi. Meal Allowance
  - xii. Daily Subsistence Allowance (Foreign Travel)
  - xiii. Baggage Allowance
  - xiv. Airtime- Allowance
  - xv. Responsibility Allowance
  - xvi. Risk Allowance
  - xvii. Non – Practicing Allowance
  - xviii. Retreat Allowance

### **4.2 House Allowance**

- 4.2.1 All employees shall be entitled to house allowance at the rate as shall be as negotiated between the Council and the Unions and approved by the Government from time to time.

### **4.3 Commuter Allowance**

- 4.3.1 Commuter allowance will be payable to employees at such rates as may be negotiated between the Council and the Unions and approved by the Government from time to time.

### **4.4 Extraneous Allowance**

- 4.4.1 Due to the nature of their duties, Office Administrative personnel, Drivers and Support Staff deployed in the Vice Chancellor's and Deputy Vice Chancellor's Offices will be eligible for extraneous allowance at the rate determined by the Council.

- 4.4.2 The allowance shall be paid to a maximum of two (2) Office Administrative personnel, two (2) drivers and two (2) support staff.

### **4.5 Entertainment Allowance**

- 4.5.1 This allowance is payable to employees who from time to time are required by the nature of their duties to provide hospitality and entertainment to official guests. To enable meet such expenses, a non-accountable monthly entertainment allowance shall be paid to the Vice Chancellor, Deputy Vice Chancellor, Heads of Schools/Directorates/Centres/ Institutes/ Heads of Departments as may be negotiated between the Council and the Unions and approved by the Government from time to time.

### **4.6 Special Duty Allowance**

- 4.6.1 Where an employee does not possess the necessary qualifications and cannot be appointed to act in a higher post but is nevertheless appointed in writing to undertake the duties of the higher post, the employee will be paid a special duty allowance at the rate of 15% of an employee's substantive basic salary.
- 4.6.2 Payment of special duty allowance shall automatically lapse after six (6) months from date of appointment. It is expected that the process of filling the vacant post will be finalized by then.
- 4.6.3 Employees will not be called upon to perform duties of a post that is more than two (2) grades higher than the employee's substantive grade.
- 4.6.4 An employee cannot enjoy both acting allowance and special duty allowance simultaneously.
- 4.6.5 The allowance will not be paid when an employee who has been appointed to perform duties in a higher post is absent from duty for whatever reason for a period of more than thirty (30) days.

- 4.6.6 In paying special duty allowance, efforts should be made to ensure that there is no supersession involved, except other than in circumstances where performance would be compromised.

#### **4.7 Acting Allowance**

- 4.7.1 Acting allowance will be payable to an employee who is called upon to perform duties of a grade immediately above his substantive grade. The employee must be qualified and experienced to perform duties of that particular post.
- 4.7.2 Acting allowance will be paid when an employee acts in a higher post for a minimum period of thirty (30) days or when the acting appointment follows another within an interval of not more than fifteen (15) days and the actual duration of both acting appointments is thirty (30) days or more.
- 4.7.3 When an officer is eligible for appointment to a higher post and is called upon to act in that post pending advertisement of the post, he is eligible for payment of acting allowance at the rate of twenty percent (20%) of his substantive basic salary. Acting allowance will not be payable to an officer for more than six (6) months.
- 4.7.4 An employee who is appointed to act in a higher post shall be eligible, for the duration of his acting appointment, for travelling privileges and other related allowances such as accommodation/per diem, field allowances at the rates applicable to the job grade assigned to the higher post. However, the employee will not qualify for house allowance or other remunerative allowances assigned to the higher post.
- 4.7.5 Acting to higher positions from grades 16 and above must be approved by the Council. Acting on other grades will be approved by the Vice Chancellor.
- 4.7.6 In all cases, an officer must be appointed to act in writing by the VC or such other officer to whom the VC may delegate such responsibility.

#### **4.8 Leave Allowance**

- 4.8.1 All employees are eligible for leave allowance applicable to their grades as may be negotiated between the Council and the Unions and approved by the Government from time to time.
- 4.8.2 Leave allowance shall be paid to an employee only once in any one (1) leave year. Leave allowance shall not be carried forward from one leave year to another.

#### **4.9 Hardship Allowance**

- 4.9.1 Employees posted to areas designated as hardship areas will be paid the applicable rate of hardship allowance at the rates which will be determined by the Government from time to time.

#### **4.10 Transfer Allowance**

4.10.1 When an employee is transferred from one station to another, he/she will be eligible for payment of transfer allowance equivalent to the employee's one (1) month's basic salary prior to departure to the new station.

4.10.2 Transfer allowance will not be paid:-

- i. Where the new station is less than forty (40) km from the old station;
- ii. To employee's who are deployed on temporary basis (i.e. on relief duty) for a period not exceeding five (5) months; and
- iii. To employee's who are transferred at their own request, even though they may not necessarily be posted to the station of their choice.

#### **4.11 Daily Subsistence Allowance (Local Travel)**

4.11.1 When an employee travelling on duty is required to stay overnight away from his duty station and makes his own arrangements for boarding and lodging, accommodation allowance will be paid to him at the rates determined by the Salaries and Remuneration Commission (SRC) from time to time.

4.11.2 On transfer from one station to another, an employee may claim accommodation allowance for self and spouse and up to a maximum of four (4) unmarried children under twenty five (25) years of age, who are living with and are dependent on him should they be compelled to spend one or more nights on the journey.

4.11.3 The rate of allowance for the spouse and children aged eighteen (18) years and above will be the same as that for the employee and the rate for the children below eighteen (18) years will be one half (1/2) of the Daily Subsistence Allowance applicable to that employee.

#### **4.12 Meal Allowance**

4.12.1 Meal allowance will only be paid to employees travelling on duty within the country but who are not required to spend a night away from the duty station. Meal allowance will not be paid alongside daily subsistence allowance.

4.12.2 Meal allowance shall be paid at the rate of 15% for breakfast, 20% for lunch and 20% for dinner of the daily subsistence allowance rate applicable.

4.12.3 Meal allowance shall not be paid as a compensation for officers who are required to work beyond the official working hours.

#### **4.13 Daily Subsistence Allowance (Foreign Travel)**

- 4.13.1 An employee who is required to travel on duty outside Kenya will be granted subsistence allowance at the daily rates determined by Government from time to time.
- 4.13.2 The rates of subsistence allowance are designed to meet the cost of accommodation at good, but not luxury class hotels, meals, including service charges, local travelling (such as taxi, bus or trains fare), incidental expenses including any taxes and an element in respect of essential entertainment.
- 4.13.3 Travelling expenses incurred from the airport to a hotel or other residential place and vice versa, airport charges, fees for vaccination, visas and passport charges will be refunded.
- 4.13.4 Where an employee is travelling and accommodation expenses are covered in full by the University or any other organization, a residual allowance of up to one-quarter (1/4) of the standard rate of subsistence allowance applicable for the country will be paid to him to cover incidental expenses.
- 4.13.5 In cases where the sponsor does not meet the expenses directly but pays an allowance and such allowance is less than the standard rate of subsistence allowance, the employee may claim the difference from the University.

#### **4.14 Baggage Allowance**

- 4.14.1 When travelling on first appointment, transfer or retirement an employee shall be provided with an official vehicle to transport his luggage.
- 4.14.2 In the absence of a vehicle the employee will be eligible for a baggage allowance at rates as may be negotiated between the Council and the Unions and approved by the Government from time to time.
- 4.14.3 The employee will be expected to request for transport within three months of appointment, transfer or retirement failure to which the privilege will be forfeited.
- 4.14.4 In the case of the death of an employee, the next of kin will be eligible to baggage allowance at rates determined by the Council in consultation with the Government from time to time.

#### **4.15 Airtime Allowance**

- 4.15.1 Heads of Departments shall be eligible for airtime. In exceptional circumstances, the DVC AFP may approve provision of airtime for officers in other grades who by nature of their duties are required to communicate frequently to their client shall be eligible for airtime on merit basis.
- 4.15.2 The rate of the Airtime shall be determined by the Council in consultation with the relevant Government institutions.

#### **4.16 Responsibility Allowance**

- 4.16.1 Responsibility allowance is payable to University employees at management level who may be called upon to perform other duties in addition to their administrative duties at rates as may be negotiated between the Council and the Unions and approved by the Government from time to time.

#### **4.17 Risk Allowance**

- 4.17.1 Employees in the medical practice shall be eligible to risk allowance as determined by the Government from time to time.
- 4.17.2 Other cadre of employees who by the nature of their work are exposed to risk, may be considered for risk allowance as determined by the Council in consultation with the Government.

#### **4.18 Non – Practicing Allowance**

- 4.18.1 The allowance shall be payable to eligible cadres as determined by Government at the prevailing rates.

#### **4.19 Allowances payable to Officers Participating in Workshops, Seminars and Retreats**

- 4.19.1 Employees participating in workshops, seminars and retreats will be paid an allowance as provided for in Circular No. OP/CAB.2/12A of 18th August 2006 or any other prevailing Government guidelines and as revised from time to time. This allowance is paid in addition to subsistence allowance.

### **SECTION 5: MEDICAL BENEFITS**

#### **5.1 Policy Statement**

- 5.1.1 The Council shall make adequate provision for medical benefits to be accorded to all employees, their spouses and dependent children as per the University medical scheme.
- 5.1.2 The Medical scheme will provide in-patient and out-patient treatment to the employee, spouse as officially declared in the employee's records and dependent and legally adopted children up to twenty five (25) years of age.
- 5.1.3 The medical scheme will be reviewed annually to ensure that the University and its employees get value for money invested in the scheme.

## **5.2 Medical Attention**

- 5.2.1 On first appointment, an employee will be required to undergo a medical examination by a registered medical practitioner. Employees on contract terms will, however, be medically examined on each occasion their contracts are renewed.

## **5.3 In-Patient and Outpatient Treatment**

- 5.3.1 Employees will be entitled to the following medical benefits as per the applicable policies from time to time: -

- i. In-patient medical treatment
- ii. Out-patient medical treatment

- 5.3.2 Dependent children who are over twenty five (25 ) years of age and are living with disability and dependent on the employee will be treated as special cases upon production of evidence from the relevant Government agency. Such cases will be referred for approval to the Deputy Vice Chancellor (Administration, Finance and Development).

## **5.4 Medical Treatment Outside Kenya**

- 5.4.1 Employees and their dependants may be eligible for treatment outside the country in cases where such treatment is not available locally subject to prior authorization by the Director of Medical Services, the Vice Chancellor and availability of funds.
- 5.4.2 The Deputy Vice Chancellor/Administration, Finance and Development will manage and monitor the medical expenditure to ensure compliance to the provisions of the medical scheme.

## **5.5 Group Personal Accident**

- 5.5.1 The University will procure an insurance scheme to cover all employees against accident which may occur anytime, anywhere whether on duty or not.

## **5.6 Medical Ex-gratia Assistance**

- 5.6.1 Upon exhaustion of the medical cover entitlement, the University may provide medical ex-gratia assistance to cover in-patient medical expenses incurred by an employee, spouse and dependent children twenty-five (25) years and below.
- 5.6.2 All cases of ex-gratia assistance shall be referred to the Vice Chancellor for consideration and approval.

## **SECTION 6: TRANSPORT**

### **6.1 Policy Statement**

- 6.1.1 The University shall facilitate the movement of its employees on official duties in a manner that is safe and cost effective.
- 6.1.2 Transport is regulated through the Government Transport Policy which addresses various aspects of transportation of employees while on duty and use of official vehicles. It also includes travelling privileges to employee's dependents in certain circumstances and transportation of personal effects.
- 6.1.3 Provisions of vehicles in terms of models and types will be in accordance with the Government circulars issued from time to time.

### **6.2 Eligibility for Transport**

- 6.2.1 The University will provide transport for an employee travelling on duty outside the duty station.
- 6.2.2 The University shall provide transport to an employee, spouse and up to four (4) unmarried children under twenty-five (25) years of age who are living with and are dependent on him, on occasions when traveling on transfer and on retirement.
- 6.2.3 The age limit for children may be extended beyond twenty-five (25) years for children with disability with the approval of the Deputy Vice Chancellor/Administration, Finance and Development.
- 6.2.4 However, no transport will be provided on resignation, summary dismissal or termination before the employee attains retirement age.

### **6.3 Travelling by Public Service Transport**

- 6.3.1 Where no official vehicle will be available to an employee travelling on duty outside the duty station or travelling on transfer, the employee will be eligible to claim appropriate reimbursement of the amount of fare paid on production of receipts upon prior approval by the Deputy Vice Chancellor/Administration, Finance and Development.

### **6.4 Travelling in Own Car on Official Duty**

- 6.4.1 In the absence of an official vehicle or a more cost effective means, an employee may use a private vehicle for official duty with prior approval of the Deputy Vice Chancellor/Administration, Finance and Development.
- 6.4.2 Where such permission is granted, the employee will claim reimbursement based on the prevailing Automobile Association of Kenya (AA) rates.



## **6.5 Travelling in Official Vehicles**

- 6.5.1 The Vice Chancellor will be entitled to two (2) official cars which will be used for official work only. The Deputy Vice Chancellors will be entitled to one (1) official car each. All the other employees will use pool transport for official work.
- 6.5.2 An employee travelling on duty will be granted permission to use official vehicle by the Registrar, Administration and Human Resources.
- 6.5.3 Official vehicles are intended for official purposes only and should not be used for private purposes. An employee who makes improper use of an official vehicle shall render himself liable to disciplinary action.
- 6.5.4 Whenever a vehicle is used, the details of the journey must be indicated in the work ticket. A driver found operating without a work ticket authorizing the journey in question, or found carrying unauthorized passengers or goods, shall be subject to disciplinary action and may be surcharged.
- 6.5.5 The Government Vehicle Check Unit is empowered to stop and check any vehicle and prefer charges, where appropriate, against the driver.

## **6.6 Travelling by Air**

- 6.6.1 When travelling on duty to another country an employee may travel by air. Air travel on duty within Kenya will require prior approval from the Vice Chancellor. Such approval may be given when other modes of transport are unavailable, air travel is economical or where the saving of time is paramount.
- 6.6.2 When required to travel by air, the Vice Chancellor will travel Business Class while all other employees will travel Economy Class. However, subject to relevant Government regulations, the Vice Chancellor will travel Economy Class within the East African Region.
- 6.6.3 When it is necessary to travel by air within Kenya to places not served by any commercial airline, the services of other Government Agencies shall be utilized in accordance with the existing transport policy.

## **6.7 Travelling by Taxi**

- 6.7.1 An employee may be compelled to travel by taxi on prior approval by the Deputy Vice Chancellor/Administration Finance and Development under the following circumstances:
  - (i) On duly authorized official duty and an official vehicle is not available or;
  - (ii) On attending/returning from a course, conference, seminar, workshop or meeting.
- 6.7.2 Such approval may be given when the official mode of transport is unavailable, taxi is economical or where the saving of time is paramount.

## **6.8 Travelling on Transfer**

- 6.8.1 On transfer, an employee with his declared dependants shall be provided with transport to his new station. Where official transport will not be available, the University shall make reimbursement of travel expenses incurred by the employee on the advice of the transport officer as per the Government regulations.

## **6.9 Travelling on Retirement**

- 6.9.1 On retirement, the University will meet the employees transport cost to his retirement destination within Kenya.
- 6.9.2 The cost of transport in this case will be limited to the cost of rail or road transport in respect of the employee, his declared dependants and baggage.
- 6.9.3 The employee will be expected to request for transport within three (3) months of retirement failure to which the offer shall lapse.

## **6.10 Transport Facilities and Other Benefits on Bereavement**

- 6.10.1 Transport facilities will be provided at the University's expense to the place of burial when an employee or his spouse and children aged twenty-five (25) years or below die when the employee is in service.
- 6.10.2 The University will meet the cost of death announcement of the deceased employee once in the newspaper.
- 6.10.3 The University will provide a hearse and a coffin as per the University regulations.
- 6.10.4 In the event of demise of a member of staff, spouse, child and legally adopted child, the University shall contribute towards the funeral expenses as per the rates stipulated in the University regulations. In addition, the employer shall contribute Kshs.50, 000/= (Kenya shillings fifty thousand only) as last respect to the employee's next of Kin.
- 6.10.5 An employee who will represent the University at the funeral shall be provided with transport and relevant allowances.

## **SECTION 7: LEAVE PROVISIONS**

### **7.1 Policy Statement**

- 7.1.1 The University will provide leave with full pay for all eligible employees for restorative purposes to enable the employee renew his energy and improve efficiency.
- 7.1.2 Annual leave will be granted in conformity with provisions of the Employment Act, 2007.
- 7.1.3 Annual leave will not be commuted for cash. However, the Council may approve commutation of leave depending on the circumstances which made it impossible for the employee to utilize the leave days.

### **7.2 Categories of Leave**

- 7.2.1 The following are the categories of leave that shall be applicable to employees:

- i. Annual leave;
- ii. Maternity leave;
- iii. Child adoption leave
- iv. Paternity leave;
- v. Unpaid leave;
- vi. Sick leave;
- vii. Compassionate leave;
- viii. Special leave for sportsmen/women; and
- ix. Terminal leave;
- x. Sabbatical Leave;
- xi. Leave of absence; and
- xii. Study leave

### **7.3 Annual Leave**

- 7.3.1 An employee will be eligible for annual leave at the commencement of a leave year except in the case of a newly appointed employee who will be required to complete a minimum of three (3) months before being granted annual leave.
- 7.3.2 Heads of Department will circulate leave schedules of anticipated leave dates for their employees before beginning of a calendar year in order to allow proper planning.
- 7.3.3 Annual leave for a newly appointed employee will be calculated on pro-rata basis only for the year of his appointment.
- 7.3.4 All pensionable employees irrespective of their grades shall be entitled annual leave as provided for in their terms of service excluding Saturdays, Sundays and Public Holidays. However, employees on contract shall be entitled to annual leave in accordance with their contracts.

- 7.3.5 An employee shall be required to proceed for annual leave only after it has been duly approved. An application for annual leave shall be submitted at least fourteen (14) days before the expected date of commencement for consideration.
- 7.3.6 An employee, who has accumulated leave days and has given notification to leave service other than retirement, shall not be eligible for annual leave if he is not returning for further service for at least three (3) months.
- 7.3.7 Request for leave must be made on the Standard Online Leave Application Form and signed by the employee's supervisor (Appendix 9). The form should thereafter be submitted to the Head of Human Resource for verification of actual entitlement against the number of days requested. A copy of the duly filled and signed leave form is filed in the employee's personal file.
- 7.3.8 Annual leave is not cumulative; hence leave earned shall be taken within the leave year it falls due or be forfeited. However, an employee may, if he so wishes, carry forward from one leave year to another not more than half (1/2) of his annual leave entitlement upon approval by the Deputy Vice Chancellor/Administration, Finance and Development.
- 7.3.9 The Head of Department and the employee should organize distribution of work or appoint a person to perform the employee's duties for the period he will be away. There should be adequate arrangements for an effective hand-over of duties to ensure smooth continuity of work during the employee's absence.
- 7.3.10 An employee wishing to spend his leave outside the country will seek the approval of the Vice Chancellor.
- 7.3.11 An employee on leave shall not engage in activities that bring a conflict of interest with the core mandate of the University.

#### **7.4 Maternity Leave**

- 7.4.1 A female employee who is required to be absent from duty on account of confinement shall be granted maternity leave with full salary for a maximum period of ninety (90) calendar days exclusive of annual leave due for the year.
- 7.4.2 An application for maternity leave should be submitted to the Registrar Administration and Human Resource at least thirty (30) days before the expected date of commencement of the maternity leave. This leave should be supported by a Medical Certificate indicating the date on which maternity leave should commence.

#### **7.5 Child Adoption Leave**

- 7.5.1 An employee, who has been granted adoption rights under the Children Act, 2012 and wishes to take leave for purposes of bonding and integrating the child into the family, will be entitled to Child Adoption Leave for a period of sixty (60) calendar days.

- 7.5.2 Where the adoption is by both the employee and the spouse, and the spouse is also an employee of the University, child adoption leave will only apply to the female employee.

## **7.6 Paternity Leave**

- 7.6.1 Male employees will be eligible for paternity leave for a maximum period of ten (10) working days during the period of the spouse's maternity leave or child adoption leave.
- 7.6.2 An employee with more than one wife will be entitled to paternity leave only in respect of the wife registered in the University's medical scheme. Such leave shall be taken not more than once per year.
- 7.6.3 Application for paternity leave should be supported by a certificate of notification of birth.
- 7.6.4 Paternity leave shall not be deferred neither shall it be commuted for cash nor shall the employee qualify for payment of leave allowance.

## **7.7 Unpaid Leave**

- 7.7.1 Unpaid leave may be granted to an employee by the Vice Chancellor on recommendation of HRDC on the following grounds: -
- i. An employee serving on permanent terms may be granted unpaid leave on the grounds of urgent private business or proven cases of exceptional hardships for a period not exceeding sixty (60) days.
  - ii. Employees whose spouses are posted to foreign missions during the tour of service.
  - iii. Employees who are appointed to international organizations where they cannot transfer their services or be on secondment for a period not exceeding three (3) years.
  - iv. Spouses of employees appointed to International organizations will be granted unpaid leave for a maximum non-renewable period of one (1) year.
- 7.7.2 For an employee to qualify for unpaid leave, he will be required to have served for at least three (3) years.
- 7.7.3 An employee on unpaid leave shall continue to discharge his liabilities in respect of any financial advances during the period of absence through his own arrangements.
- 7.7.4 Unpaid leave will not be increment earning.

## **7.8 Sick /Convalescence Leave**

- 7.8.1 Sick leave is defined as an approved absence of an employee from duty on account of illness and includes weekends and public holidays. Sick leave shall be granted by a duly authorized medical officer and the medical certificate duly signed and submitted to the Registrar Administration and Human Resource within two (2) days of absence.
- 7.8.2 Convalescence leave means a period of absence of an employee granted on recommendation of a qualified medical officer for the employee's recuperative purposes immediately following an illness.
- 7.8.3 Any absence of an employee from duty on account of illness shall be supported by a medical certificate given by a registered medical practitioner.
- 7.8.4 When an employee is absent from the office on a given day due to sickness, they must inform their supervisor at the start of the working day.
- 7.8.5 Any absence from duty due to ill health must be supported by a Medical Certificate duly signed by a qualified Medical Practitioner certifying the employee's inability to work. In the absence of a Medical Officer's certificate, the employee's absence will be treated as unauthorized.
- 7.8.6 Employees on pensionable or contract terms will be granted sick leave with pay according to the prevailing terms of service. Sick leave is not cumulative and will not be carried over to the next year.
- 7.8.7 Upon the expiry of sick leave in excess of stipulated period as per the terms of service, the employee shall be removed from the payroll until his case is determined by the Medical Board. The Council shall constitute a medical board comprising of registered medical practitioners with the view of determining whether or not there is reasonable prospect for eventual recovery and fitness for duty.
- 7.8.8 Upon receipt of the medical board report, the Council will consider termination of the employees' services on medical grounds.
- 7.8.9 An employee on sick leave as a result of an accident or occupational disease will be entitled to full pay as per Work Injury Benefits Act (WIBA).
- 7.8.10 In the event of illness occurring while an employee is on annual leave or any other form of leave, the period of absence will continue to be regarded as the original leave for the full period of the illness, but if the illness extends beyond the expiry of leave being taken, sick leave will be granted if necessary from the end of the leave period.

## **7.9 Compassionate leave**

- 7.9.1 An employee who has exhausted his annual leave entitlement may be granted compassionate leave up to ten (10) working days in a leave year on compassionate grounds

upon the death of an immediate member of the family (father, mother, sibling, husband, wife and children). The affected employee must notify the Registrar Administration and Human Resource immediately a death of a family member occurs.

## **7.10 Special Leave**

- 7.10.1 The Deputy Vice Chancellor/Administration, Finance and Development may grant an employee, who is selected to represent Kenya in national, regional or international fixtures, special leave with full pay for the necessary period of training and subsequent participation in sports. The leave shall be granted in consultation with the Authorized Officer in the State Department responsible for sports. This special leave shall not be counted against the employee's annual leave entitlement.
- 7.10.2 The Deputy Vice Chancellor/Administration, Finance and Development may grant special leave to employees who are called upon to perform special duties outside their duties at the University as per the prevailing terms of service.

## **7.11 Terminal Leave**

- 7.11.1 An employee who is due for retirement will be entitled in addition to his annual leave thirty (30) calendar day's leave pending retirement. This leave must be taken a month preceding retirement or be forfeited. It will neither be commuted for cash nor will the employee qualify for additional leave allowance.
- 7.11.2 An employee who is due for retirement will be entitled to annual leave which shall be calculated on pro-rata basis.

## **7.12 Sabbatical Leave**

- 7.12.1 Members of teaching staff serving on permanent and pensionable terms shall be eligible for sabbatical leave on completion of six (6) years of continuous service with the University from the date of appointment or since return from sabbatical or study leave. The Vice Chancellor will determine when such leave may be taken.
- 7.12.2 Sabbatical leave shall be granted at the rate of nine (9) months after six (6) years of continuous service on full pay.
- 7.12.3 Applications for sabbatical leave shall set out in detail the course of study proposed, the duration of leave requested and the financial assistance sought. Applications shall be sent to the Vice Chancellor.

## **7.13 Leave of Absence**

- 7.13.1 Employees shall be granted unpaid leave of absence when on secondment to public institutions or for personal reasons, on the recommendation of the Chairperson or Head of department and approval of the Vice Chancellor.

7.13.2 Leave of absence shall be granted to employees on permanent and pensionable terms.

7.13.3 Upon request by employees, employees shall be granted leave of absence for any reason other than secondment to public institutions, the period shall not exceed one (1) year and for secondment to public institutions for the period of secondment.

#### **7.14 Study Leave**

7.14.1 Study leave shall only be granted by the Vice Chancellor on the basis of the needs of the University and the interests of staff development.

7.14.2 Study leave duration shall be determined by the nature of the course to be undertaken by the employee.

7.14.3 The Vice Chancellor may with reasons accept or reject an application for study leave.

#### **7.15 Public and Religious Holidays**

7.15.1 Public and religious holidays will be observed in accordance with Public Holidays Act (Cap 110) or any other as declared and gazetted by the Government from time to time.



## **SECTION 8: PERFORMANCE MANAGEMENT**

### **8.1 Policy Statement**

- 8.1.1 The University recognizes performance management system as a critical component of the Human Resource Management function. The overall objective of performance management system is to manage and improve performance of the organization by enabling higher level of employee participation and involvement in planning, delivery and evaluation of work performance.
- 8.1.2 The University will take into account individual performance and reward employees for their contribution in a fair and equitable manner. The Performance Management System has therefore been designed to achieve this objective, among others.
- 8.1.3 The Performance Management System will support the University to attain the following:
- i. Attract and retain qualified employees;
  - ii. Motivate employees by rewarding good performance;
  - iii. Support management in the realization of the objectives of the University; and
  - iv. Enforcement of regulations.
- 8.1.4 The System provides for setting of performance targets, work planning and evaluation of performance.

### **8.2 Performance Management Process**

- 8.2.1 Performance Management in the University is achieved through the following: -

#### **8.2.2 Strategic Planning**

- 8.2.2.1 This is a process that involves planning for achievement of overall long-term goals of the University. The Vice Chancellor shall coordinate the development and review of the strategic plan which will form the basis for setting performance targets for the University and which shall be cascaded to the individual level.

#### **8.2.3 Performance Contracting**

- 8.2.3.1 Performance Contracting is a negotiated process in which the University sets its performance targets based on its mandate, functions and its strategic objectives in line with performance contracting guidelines issued from time to time. Performance contracts will be anchored on national development goals and should be cascaded to all departments, divisions, sections, levels and all cadres of employees.

## **8.2.4 Staff Performance Appraisal System**

- 8.2.4.1 Staff Performance Appraisal is a critical component of the human resource management function. It is predicated upon the principal of work planning, setting of agreed performance targets, feedback and reporting. It is linked to other human resource systems and processes such as staff development, career progression, placement, rewards and sanctions.

## **8.3 Objectives of Performance Appraisal**

- 8.3.1 The overall objective of the appraisal system is to manage and improve performance of the University by enabling a higher level of staff participation and involvement in planning, delivery and evaluation of work performance.
- 8.3.2 The specific objectives are to: -
- i. Link individual performance targets with the University strategic objectives and work plan;
  - ii. Enable supervisors and appraisees to continuously assess work progress;
  - iii. Assess the learning and development needs of employees on timely basis;
  - iv. Promote accountability in the University;
  - v. Promote communication and encourage continuous feedback between appraisee and supervisor;
  - vi. Set the basis on which an employee's performance is monitored and evaluated as stipulated in the individual work plan;
  - vii. Improve the quality of work through better planning, ongoing discussions and fair participatory appraisal; and
  - viii. Provide information for decision-making on administrative and human resource issues such as renewal of contracts, promotions, delegation of duties, training, deployment, reward and sanctions.

## **8.4 Staff Performance Appraisal Process**

- 8.4.1 Work Planning and Setting of Performance Targets shall be undertaken prior to the beginning of the performance period, where Departments/Divisions shall prepare work plans based on the strategic plan which should indicate priority objectives from which individual performance targets will be derived. Heads of Departments/Divisions will meet with employees under their direct supervision to discuss and ensure that the objectives and performance targets of the Departments/Divisions are understood.
- 8.4.2 The individual work plans will be derived from the Departments/Divisions Work plans and employee's job description. The work plan will briefly describe the performance targets or expected results on specific assignments and activities for which the employee is responsible during the performance period.
- 8.4.3 The appraisee will hold discussions with the immediate supervisor to agree on the work plan. The performance targets shall thereafter be set as agreed in the discussions by latest

10<sup>th</sup> July of each year. For each performance target to be assessed there will be clear performance indicators.

- 8.4.4 As part of the Staff Training and Development Plan, every employee will indicate at least one training goal to be achieved in the reporting period as agreed with the supervisor. This may include special assignments, continuing education, on the job training, seminars, conferences or study tours.

## **8.5 Appraisal Period**

- 8.5.1 The appraisal period will cover one (1) year with effect from 1<sup>st</sup> July to 30<sup>th</sup> June of the following year. The Performance Appraisal reflects the summation of the year's performance.

## **8.6 Continuous Performance Appraisal**

- 8.6.1 Performance appraisal is a continuous process throughout the performance period. Milestones over the review period should be documented and maintained in the appraisees personal file.

## **8.7 Mid-Year Performance Review**

- 8.7.1 The main purpose of the mid-year Performance Review is to accord both the supervisor and appraisee the opportunity to jointly review the progress made by the appraisee in accomplishing the assignments agreed on at the beginning of the appraisal period.
- 8.7.2 The review which should be in the form of discussions, should be centered on what has been achieved, any constraints experienced and whether there is need to vary the initial assignments in order to accommodate any unforeseen circumstances.
- 8.7.3 Any changes, additions or removal of performance targets should however only be made in the event that there have been significant changes in the nature of functions carried out by the appraisee and which may necessitate revision of performance targets.
- 8.7.4 The supervisor should, after discussions with the appraisee at the Mid-Year Performance Review comment on the appraisees performance.
- 8.7.5 In the event that the supervisor leaves the Department/Division, he will be required to appraise the performance of the appraisee for the period served.

## **8.8 End of Year Appraisal Process**

- 8.8.1 The end of Year Appraisal will take place at the end of the reporting period. The following steps constitute the end of year evaluation process:

- i. The supervisor and appraisee are required to meet at the end of the year to discuss the overall performance for the whole appraisal period.
- ii. Prior to the meeting, the appraisee should prepare a preliminary report on the extent to which set targets were achieved as agreed at the beginning of the Performance period with clear performance indicators.
- iii. After the meeting, the evaluation form will be signed by both the appraisee and the supervisor and forwarded to the second supervisor or respective Heads of Department/Division as applicable. The Heads of Department will review and comment on the performance evaluation prior to forwarding to performance management committee.

## **8.9 Performance Management Committee**

- 8.9.1 The Vice Chancellor will constitute a Performance Management Committee whose responsibility shall be to monitor and evaluate performance in the University.
- 8.9.2 The composition of the Performance Management Committee shall be as follows:
  - i. Vice Chancellor – Chairperson
  - ii. Deputy Vice Chancellors
  - iii. Registrar Administration & Human Resources – Secretary
  - iv. Registrars
  - v. Rep. of Deans of Faculties, Directors of Institutes/Campuses and Heads of Department
  - vi. Head of Performance contracting
- 8.9.3 The role of the Performance Management Committee shall be as follows: -
  - i. Ensure that the integrity and credibility of the overall staff performance appraisal is safeguarded;
  - ii. Ensure that the appraisal process is adequately linked to performance contract, Departments/Divisions objectives and work-plans;
  - iii. Moderate and validate the rewards/sanctions implied by the assessment and make recommendations to the Vice Chancellor;
  - iv. Propose measures to improve the staff performance appraisal process;
  - v. Ensure that performance of all employees is evaluated and feedback relayed to the employees in writing at the end of the appraisal period;
  - vi. Arbitrate in cases of disagreement on appraisal ratings between supervisors and appraisees;
  - vii. Implement the internal monitoring and evaluation framework;
  - viii. Hold quarterly performance review meetings; and
  - ix. Compile annual performance appraisal reports.

## **8.10 Rewards and Sanctions**

- 8.10.1 The overall goal of the Rewards and Sanctions is to establish a basis for rewarding exemplary performance and administering sanctions for poor performance, motivate employees to have positive attitude to work and to enhance productivity. This will also create linkages between University and individual performance.
- 8.10.2 The University shall on the recommendation of the Performance Management Committee reward excellent performance and apply the appropriate intervention in accordance with Staff Performance Management Policy for the University. The supervisor may however recommend other specific interventions depending on the insight gained during the appraisal.
- 8.10.3 The Committee will be responsible for the administration of the Staff Performance Management Policy. The Committee will also handle cases of appeals after employees have exhausted all review mechanisms.

## **8.11 Appeals**

- 8.11.1 If an employee disagrees with an evaluation and cannot resolve the disagreement with the supervisor, the employee may appeal to the Vice Chancellor for another review of his performance.
- 8.11.2 The appeal must be made in writing and submitted to the Vice Chancellor within ten (10) days of receiving feedback on the initial performance appraisal. The Performance Management Committee shall review the employee's appraisal.

## **8.12 Reward and Recognition**

- 8.12.1 The University recognizes the role of reward in performance improvement. It appreciates that every employee has a direct contribution to make towards the University's strategic objectives. Through this policy, the University shall strive to reward staff on the basis of their performance on the agreed targets.
- 8.12.2 The University will ensure that the top performers are recognized, appreciated and rewarded for sustained organizational success.
- 8.12.3 This policy shall apply to staff serving on pensionable and contractual terms.

## **8.13 Review Period**

- 8.13.1 In line with the policy, the reviews that will be reward-based and shall be the end year reviews.

## **8.14 Award of Excellence**

- 8.14.1 The University shall encourage all staff to embrace a performance-oriented culture. In this respect, it shall ensure that staff members who demonstrate exceptional performance are recognized, appreciated and rewarded.
- 8.14.2 Each year, the University shall recognize excellence in various categories. The awards shall be given to staff who have made outstanding contributions to the betterment of the University. These awards contribute to the ability of the University to attract and retain a talented work force; and for the improvement of our service delivery to our clients.
- 8.14.3 The Awards of Excellence Committee shall be appointed by the Head of HR in consultation with the Vice Chancellor. The Chairperson of the Committee shall invite the employees to nominate candidates for each award category by submitting the following:-
- i. Completed official nomination form.
  - ii. One-page narrative of demonstrated contribution.
- 8.14.4 The Awards of Excellence Committee shall review all nominations and shortlist five finalists in each category. The committee shall then, request the following: a detailed letter of recommendation from the Head of Department, evaluation report from respective stakeholders and a performance appraisal report from the head of HR and administration.
- 8.14.5 Each award has unique eligibility criteria which shall be communicated by the Chair of the Committee. One award recipient shall be selected for each category each year. A member of staff shall not receive the same award more than once. No person shall receive two awards in the same year.
- 8.14.6 The awards are in the following categories:
- i. Employee of the year nominations (Award of Excellence & Performance targets based reward).
  - ii. Best employee in Customer Service.
  - iii. Best employee in Team work.
  - iv. Best employee in Innovation (creative and innovative idea).

## **8.15 Employee of the year nominations**

- 8.15.1 This will be an overall staff award from the University. One must have achieved “excellent” in the evaluation, stakeholders and performance appraisal reports.

## **8.16 Customer Service**

- 8.16.1 This award shall be granted to an employee who has good communication skills, good interaction with customers, understands customer needs, handles customer complains well, delivers quality service and deals with challenging situations.

8.16.2 The employee also follows-up customer queries and gives prompt feedback and treats both customers and fellow employees with courtesy.

## **8.17 Team work**

8.17.1 This award shall be granted to an employee who communicates constructively with other employees, demonstrates reliability, respect and courtesy in his/her operations, listens actively by absorbing, understanding and considers ideas from other employee, shares information, knowledge and experience openly and willingly. The Officer cooperates with other employees, exhibits flexibility in changing conditions and demonstrates commitment in performing his/her duties

## **8.19 Best Innovations**

8.19.1 The Best Innovations Award will be granted to an employee who exemplifies a high level of creativity, innovation and knowledge that significantly contributes to the University's business growth, development, operations, costs cutting, customer service, enhanced quality and efficiency in processes, and corporate image.

## **8.20 Policy Implementers**

### **8.20.1 Human Resources**

8.20.1.1 Head of Human Resources & Administration will send timely prompts to all staff on the semi-annual awards selection exercises.

8.20.1.2 Human Resources & Administration Officer will ensure the nominations are submitted two at least (2) weeks before the annual staff Awards ceremony

### **8.20.2 Reward and Recognition Committee**

8.20.2.1 This will be an Awards of Excellence Committee set up, coordinated and chaired by the Deputy Vice Chancellor, Administration, Finance and Development. The committee will be responsible for developing criteria, evaluating, selecting nominees based and presenting the winners for recognition/reward.

### **8.20.3 Types of Rewards**

8.20.3.1 The types of rewards/recognition will include but not limited to:

- i. A trophy.
- ii. A certificate signed by Vice Chancellor.
- iii. A photo displayed prominently.
- iv. Cash Reward.
- v. An appreciation letter.
- vi. Paid holiday.

- 8.20.3.2 The cash reward shall be determined by the Vice Chancellor in consultation with the University Council from time to time.

#### **8.20.4 Staff Long Serving Bonus Award**

- 8.20.4.1 The University may from time to time subject to availability of funds reward employees who have served the University for a continuous period exceeding twenty (20) years with a Bonus Award. Such an award shall be determined by the Staff Welfare Committee in line with the Staff Recognition Policy.





## **SECTION 9: TRAINING AND DEVELOPMENT**

### **9.1 Policy Statement**

- 9.1.1 The University will ensure continuous upgrading of employees core competencies, knowledge, skills and attitudes including their ability to assimilate technology to enable them create and seize opportunities for social advancement, economic growth, individual fulfilment and for overall improved performance of the University. The University will make adequate budgetary provisions for training and development.
- 9.1.2 The University shall not sponsor employees for undergraduate degree courses.
- 9.1.3 All training shall be based on identified training needs.

### **9.2 Management and Coordination of Training**

- 9.2.1 The management and coordination of training shall be the responsibility of the Human Resource Management Advisory Committee.
- 9.2.2 The Committee shall be chaired by the Deputy Vice Chancellor/Administration, Finance and Development.
- 9.2.3 The Committee shall be responsible for the following: -
- i. Analysis of training needs;
  - ii. Developing a training budget;
  - iii. Consideration and prioritization of training projections;
  - iv. Consideration and approval of training plans and employee development strategies;
  - v. Identification of employee training programmes including group training;
  - vi. Assessment of available scholarship awards;
  - vii. Ensuring optimal utilization of training resources;
  - viii. Oversee the development of training plans.
  - ix. Identify and/or design and organize suitable courses for the employees;
  - x. Offer appropriate support for the trainees.
  - xi. Undertake performance evaluation of the employee after training.
  - xii. Devise, organize, run, monitor and evaluate the effectiveness of the in- house training programme.
  - xiii. Deliberate on individual and group training and make recommendations for approval.
  - xiv. Ensure implementation of equal opportunity policy on training.
  - xv. Utilize cost-effectively resources and ensure that the training courses are relevant
  - xvi. Initiate and monitor training activities within and between Schools/Sections and collaboration on activities where appropriate.
  - xvii. Provide information to staff on the opportunities for staff development and training both internally and externally.
  - xviii. Liaise with other training and development organizations.
  - xix. Supervise all staff training and development activities.

- xx. Liaise with other heads of sections and relevant Committees within the University;  
and
- xxi. Preparation of annual report on training activities carried out.

### **9.3 Training Needs Assessment**

- 9.3.1 Training Needs Assessment is a performance audit that generates and provides information to assess the inadequacy of knowledge and skills which inhibits an organization from attaining its objectives. Training activities undertaken by the University employees shall be based on Training Needs Assessment which shall be conducted after every three (3) years.

### **9.4 Training Projections**

- 9.4.1 Departments are required to prepare training projections based on Training Needs Assessment to guide in the nomination of employees for training.
- 9.4.2 Selection of trainees for training programmes will be based on identified needs and will emphasize on training for performance improvement to address individual, the University and national goals.

### **9.5 Guidelines for Selecting/Recommending an Employee for a Course**

- 9.5.1 Each Department will prioritize the projections and forward them to the Training Committee for consideration.
- 9.5.2 The training projection priority list should take into consideration the following among other factors: -
  - i. Critical skills development required for improved service delivery;
  - ii. Promotion and career development requirements as per respective Career Progression Guidelines;
  - iii. Regional balance;
  - iv. Age of employee depending on the sponsor and course requirements;
  - v. Confirmation in appointment;
  - vi. Length of service;
  - vii. Gender equity;
  - viii. Seniority;
  - ix. Performance as reflected in the appraisal; and
  - x. Cost of the training.
- 9.5.3 Employees should be projected for courses that are relevant to their duties and responsibilities and that are geared towards bridging the employee's performance gaps and enhancing career development.
- 9.5.4 Courses which are not available locally may be considered for sponsorship outside the country.

- 9.5.5 Emphasis should be given to group trainings which are geared towards improved service delivery in the University, achievement of the University mandate and attainment of national development goals.

## **9.6 Training Programmes**

- 9.6.1 Training programmes comprise both short and long-term courses in specific professions that are intended to impart required knowledge, skills and attitudes to enhance staff performance.
- 9.6.2 The University may design specific in-house training programmes which address the identified training needs. In addition, training can be provided under institutional training both locally and abroad.
- 9.6.3 In designing training programmes, the University should ascertain the availability of: -
- i. Professionally qualified and experienced trainers;
  - ii. Training programmes that are cost-effective; and
  - iii. An effective evaluation and feedback system to assess the impact of training on performance.

## **9.7 Induction**

- 9.7.1 Induction is expected to help an employee familiarize with the work environment and position/job requirements. The University is expected to conduct induction training within three (3) months for newly recruited employees and those who have been promoted or re-designated.

## **9.8 Eligibility for Training**

- 9.8.1 Employees at all levels will be eligible for at least five (5) days training in a financial year subject to availability of funds.
- 9.8.2 An employee who attends a long-term course lasting six (6) months and above will be required to work for two (2) years before he can qualify for selection for another long course.
- 9.8.3 Employees on probation will not be eligible for long courses lasting more than six (6) Weeks.

## **9.9 Eligibility for Sponsorship for Long Term Courses**

- 9.9.1 Long term courses are those which are scheduled for a period of six (6) months or more. Eligibility for sponsorship for such courses by the University will depend on the following:
- i. Sponsorship offered to employees with at least two (2) years continuous service with the University prior to the date on which the intended course of study begins;

- ii. Demonstration of aptitude to successfully pursue the programmes applied for; and
- iii. Support by the respective supervisor on relevance of the desired training.

## **9.10 Eligibility for Short Term Courses**

- 9.10.1 Short term courses are those scheduled for a period of less than six (6) months.
- 9.10.2 The University will ensure continuous learning for staff by offering short job-related group or individual courses to enhance employees skills for effective and efficient execution of University's mandate.
- 9.10.3 Eligibility for sponsorship by the University will depend on the following:-
  - i. Demand-driven training determined through the annual training needs assessment;
  - ii. Recommendation of individual training by the respective Head of Department; and
  - iii. Recommendation by the Training Committee to the Vice Chancellor for approval.

## **9.11 Self-Sponsored Courses**

- 9.11.1 Subject to availability of funds, an employee who through their own initiative and at their own time undertakes a course relevant to their duties with the prior authority of the Training Committee, may be reimbursed by the University up to fifty (50%) per cent of the tuition and examination fees in respect of the course on condition that: -
  - i. The course is directly related to the nature of the duties of the employee's substantive post or the post they may occupy on completion of the course;
  - ii. The course will improve the employee's work performance and also enhance their potential for additional responsibilities;
  - iii. The examining body should be registered with the relevant government authority; and
  - iv. The course is tenable at the Kibabii University.
- 9.11.2 An employee attending an approved course which has an examinable component may be granted days off to sit for main examination. Such request shall be accompanied by an official timetable issued by the examining body or institution.

## **9.12 Course Approval**

- 9.12.1 The Deputy Vice Chancellor/AFD shall grant course approval for employees proceeding on authorized training in accordance with University regulations. Employees shall obtain course approval before proceeding for training.
- 9.12.2 The University shall encourage employees to pursue training courses in local institutions. However, where preferred courses are not offered locally, the University may consider approving pursuance of such courses outside the country.

### **9.13 Undergraduate Training**

- 9.13.1 The University shall not sponsor serving employees for first degree programmes. Where there is need for skills at this level, the University will procure the same from the job market. However, employees who wish to sponsor themselves for the undergraduate training shall be granted course approval.

### **9.14 Masters programmes**

- 9.14.1 The University shall support and approve training at master's level for employees requiring the skills at this level for performance and career progression as prescribed in the respective career progression guidelines and as provided for in the Staff Training and Development Policy. However, the University shall not support employees for second master's degrees.
- 9.14.2 Employees intending to pursue such courses shall be required to channel their requests to the Chairperson of the Training Committee through their Heads of Department prior to the course commencement date.
- 9.14.3 The University shall encourage employees to pursue training courses in local institutions. However, where preferred courses are not offered locally, the University may consider approving pursuance of such courses outside the country.

### **9.15 PhD Programmes**

- 9.15.1 The University will consider financial assistance or approve request for training at this level on a case by case basis provided that the area of study is focused towards the University's strategic needs emanating from the University's mandate and functions and the course is relevant to the employee's current or potential future deployment.
- 9.15.2 An employee's application to undertake doctorate studies (PhD) under self-sponsorship arrangement may be considered for approval on condition that the area of study is relevant to their duties, has completed two (2) years' service since the last long course undertaken and the approval shall not provide for reimbursement of training expenses.

### **9.16 Job Rotation, Coaching and Mentoring**

- 9.16.1 Newly appointed administrative employees shall be rotated in relevant sections within the University to familiarize themselves with the operations of the University.
- 9.16.2 The assignment of mentors is an integral part of on-the-job training. Supervisors will assign a mentor for each new employee. The mentor should be at least a grade higher. The mentor shall provide guidance to the new employee for a period of six (6) months and shall ensure that the employee is properly integrated into the University.

## **9.17 Workshops, Retreats and Conference**

- 9.17.1 Workshops which are meant to review, develop and produce reports should be treated as retreats and should be for a maximum duration of ten (10) days.
- 9.17.2 The duration of workshops and conferences should not exceed three (3) weeks. Any workshop and conference beyond three (3) weeks will be considered as a course and will be subjected to the stipulated provisions for courses.
- 9.17.3 No employee should be involved in more than one role in a seminar/workshop/conference at a given time.
- 9.17.4 Employees attending workshops, retreats and conferences may be paid allowances at rates determined by the Government from time to time.

## **9.18 Conditions Applicable to Employees on Training**

### **9.18.1 Salary and Allowances**

- i. An employee attending a training course will be deemed to be on duty and all regulations pertaining to his employment will be applicable.
- ii. Provided that progress reports of his study and conduct are satisfactory, an employee will be considered for promotion as and when suitable vacancies occur subject to competition and/or the provisions of the respective Career Progression Guidelines.
- iii. An employee travelling to attend a course will be deemed to be on duty and will be reimbursed any travelling and subsistence expenses incurred where applicable.
- iv. An allowance to purchase books, training instruments and apparatus, among others, shall be provided to an employee on the basis of the requirements for the course.
- v. An employee will be eligible for house allowance and medical allowance during period of the course.

## **9.19 Provision for Annual Leave**

- i. Attendance of a course which has no provision for vacations will count as if an employee will be on duty for the purpose of his eligibility for leave.
- ii. An employee undertaking fulltime course of study at an academic institution will normally be granted the student's vacation but may be required to resume duty during vacation provided he is entitled to a minimum of one (1) month's vacation in a year. Such an employee will not be eligible for any additional leave in respect of the period

of the course. He/she will however, be eligible for any days carried forward before proceeding on training.

- iii. An employee attending a course outside the country shall be eligible for his normal annual leave due only for the year he returns to the country.
- iv. The employee shall resume duty immediately upon the completion of the course or the expiry of the period of training.

#### **9.20 Expenses to be met by the University**

- i. All course fees (other than residence fees or other charges for boarding and lodging) including registration, admission, tuition, examination and other similar fees and compulsory subscriptions as demanded by an institution, if the same are not met by the sponsor;
- ii. All transport and travelling expenses incurred in connection with an employee's training other than commuting between the hostel and place of study;
- iii. Local transport and travelling to and from the airport of departure and arrival in the country;
- iv. Economy class passage to and from the country in which the course is held; and
- v. Cost of medical insurance cover, where applicable.

#### **9.21 Employee Responsibility**

- i. The employee will meet the full cost of subsistence during both term time and vacation, whether this takes the form of a fee for a residence at an institution or accommodation outside the institution;
- ii. Fare for daily journey between his place of accommodation and place of study;
- iii. Purchase of all outfits and clothing including any academic dress required;
- iv. Personal commitments including laundry, recreation, entertainment and subscriptions related to the studies being undertaken; and
- v. Any expenses of personal nature that may be incurred during both term time and vacation, including travelling and subsistence.

#### **9.22 Resumption of Duty**

- 9.22.1 An employee shall resume duty immediately upon the completion of the course or the expiry of the period of training.

### **9.23 Training Reports**

- 9.23.1 All employees sponsored for training will be required to prepare a report on the training attended. The Report shall be submitted to the Deputy Vice Chancellor/AF&D within two (2) weeks from the date an employee reports for duty from the training.
- 9.23.2 Special attention should be given as to how the skills acquired can be shared with other employees in order to maximize the impact of the training.

### **9.24 Refund of Training Expenses**

- 9.24.1 An employee sponsored for training may be called upon to refund any sum of money expended on him in case of the following: -
- i. If through own acts of omission or commission, unsatisfactory conduct and indiscipline, the employee displays unsatisfactory progress and is consequently discontinued from the course.
  - ii. If he fails to resume duty at the expiry of the course without reasonable explanation.

### **9.25 KIBU Training Revolving Fund**

- 9.25.1 The University shall establish a Training Revolving Fund to assist employees access funds at subsidized interest rates for training in order to enhance knowledge and skills considered critical for performance improvement and achievement of national development goals subject to availability of funds.
- 9.25.2 Employees, who have been projected for training in critical areas and the University has no funds to sponsor them within the fiscal year, are advised to seek funds from the KIBU Training Revolving Fund.
- 9.25.3 The Staff Establishment, Training and Appraisal Committee will assess eligibility of candidates who have applied for the loan from the Fund using the set guidelines.

### **9.26 Training Bond**

- 9.26.1 Employees proceeding on approved courses of training locally or abroad lasting six (6) months and above shall be bonded to enable the University to benefit adequately from its investment in training.
- 9.26.2 Trainees shall, using the prescribed forms, enter into a written agreement binding them to return to the service of the University upon completion of the study.
- 9.26.3 The bond period will be determined by the duration of the course as follows: -

Training Period	Bond Period
-----------------	-------------



Six months up to one year	One year
More than one year up to two years	Two years
Between two and three years	Three years
More than three years	As per the duration of the course but not exceeding five (5) years

- 9.26.4 The bond amount will be the total cost of the training.
- 9.26.5 In case of default, the bondee and/or surety will be required to redeem the bond amount on pro-rata basis.
- 9.26.6 Where the University considers the value/cost of a course lasting less than six (6) months to be high and constraining the University's training budget, the employees will be bonded for a minimum period of one year but not exceeding five (5) years.
- 9.26.7 Details on the administration and implementation of the training bond are contained in the Public Service Training Bond Guidelines.

## **9.27 Skills Inventory**

- 9.27.1 The Deputy Vice Chancellor/AF&D will be expected to develop, update and maintain a skills inventory for all employees for purposes of identifying the available, and the required skills. The inventory will guide the training, recruitment and succession management decisions. A Training Management Information System (TMIS) will be developed for this purpose.
- 9.27.2 All employees will be required to submit all their professional and academic certificates for record.

## **9.28 Funding for Training Programmes**

### **9.28.1 Sources of Funding**

- i. The University shall endeavour to source funds from both the Exchequer as well as other sources to meet the training needs for the employees.
- ii. Apart from funds received from the Exchequer, other sources of funds shall include contributions in the form of training levies deductions on beneficiaries of sponsored training, exchange programmes, technical assistance in form of grants and scholarships from national and international bodies.

### **9.28.2 Donor Funded Courses**

- i. Where a training award/scholarship for a course organized under bilateral/multilateral arrangements caters for only tuition and accommodation but does not include meals,

out of pocket and stipend, the employee will be eligible for 25% of the living allowance applicable to the designated country.

- ii. Where a medical insurance cover is not provided under a Technical Cooperation Training Award, the University will meet the cost of the medical insurance cover for the employee.

## **9.29 Training Levy**

- 9.29.1 Employees undertaking full time courses on scholarships and lasting more than three (3) months and above in local training institutions will be required to contribute to the cost of their training at the rate of ten percent (10%) of their basic salary per month for the duration of the course.
- 9.29.2 Employees attending full time courses on scholarships and lasting more than six (6) months in institutions outside the country will contribute at the rate of twenty percent (20%) of their basic salary per month for the duration of the course.
- 9.29.3 This shall apply for all courses sponsored either by the University or by Development Partners through bilateral and multilateral arrangements.
- 9.29.4 The 10% and 20% deductions shall be retained by the University as training levy for its Staff Development Fund.
- 9.29.5 Employees undertaking part-time or full-time self-sponsored courses are however, exempted from paying the training levy.

## **9.30 Monitoring, Evaluation and Feedback**

- 9.30.1 As a means of assessing the quality of training offered and its impact on the performance of the University, all training activities shall be monitored and evaluated as follows: -
  - i. The University shall put in place systems to assess the extent to which training objectives have been achieved, the quality of training offered and its cost effectiveness.
  - ii. Employees returning from training shall, within one (1) month, submit a written report on the suitability of the institution of study, relevance of course, coverage and quality of trainers.
  - iii. Employee's supervisor shall be responsible for monitoring and evaluating the impact of training programmes on job performance, at both individual and organizational levels. This process will assist in determining future training needs for both the individual and the University.
  - iv. Trained employees shall apply the knowledge and skills gained and translate them into impactful outcomes through sharing and interacting with colleagues.
- 9.30.2 Those attending Masters and doctorate programmes shall submit a copy of the thesis/dissertation/project reports to the School of Graduate Studies.



## **SECTION 10: CODE OF CONDUCT**

### **10.1 Policy Statement**

- 10.1.1 The purpose of this Code of Conduct is to socialize and promote the culture of ethical values in the practice and realization of Kibabii University's Vision, Mission, Mandate and Core Values. It is intended to guide the conduct of all employees of KIBU in their day to day activities.
- 10.1.2 The Code contains general rules to be observed by employees of KIBU so as to maintain integrity and loyalty to the Government of Kenya and also to uphold the dignity of the public office to which one has been appointed.
- 10.1.3 Each employee of the University occupies a special position within the University and should ensure that his/her conduct in public and in private does not bring KIBU to disrepute.
- 10.1.4 Employees are required to conduct their activities with honesty and integrity, and in accordance with moral, ethical and legal standards as provided for in Chapter Six of the Constitution on Leadership and Integrity, Articles 10 and 232; Leadership and Integrity Act, 2012; Public Officer Ethics Act 2003; Anti-Corruption and Economic Crimes Act, 2003; Labour Relations Act, 2007; Employment Act 2007, any other enabling Act, KIBU Charter 2015, KIBU Statutes and regulations issued by the University in consultation with the Government from time to time.
- 10.1.5 In the performance of duty, every employee shall to the best of his/her ability, carry out their duties diligently.
- 10.1.6 Employees are required to adhere to their respective professional codes of conduct.
- 10.1.7 Behaviour reflecting unethical conduct will result to disciplinary action.

### **10.2 Office Hours**

- 10.2.1 Unless expressly provided in an employee's terms and conditions of service, all employees shall be required to work for a total of 40 hours per week. The normal working hours shall be as follows:

#### **Monday to Friday**

8.00 a.m. to 1.00 p.m. - 5 hours

1.00 p.m. to 2.00 p.m. - 1 hour lunch break

2.0 .m. to 5.00 p.m. - 3 hours

- 10.2.2 Teaching staff shall be required to adhere to the teaching timetable as per the University schedule released from time to time.



- 10.2.3 The Vice Chancellor may, where necessary and in the interest of service, call upon employees to render services outside the normal working hours.

### **10.3 Rule of Law**

- 10.3.1 Employees should carry out their duties in accordance with the law and shall not violate the rights and freedoms of any persons enshrined under Chapter 4 of the Kenya Constitution 2010.

### **10.4 Public Trust**

- 10.4.1 A Public Office, as a position of trust and responsibility vested in a public officer shall be exercised in the best interest of the country.

### **10.5 Performance of Duties**

- 10.5.1 Employees shall, to the best of their ability carry out the duties of their office efficiently and honestly, in a transparent and accountable manner, keep accurate records and documents and report truthfully on all matters of the University.

### **10.6 Professionalism**

- 10.6.1 Employees shall carry out their duties professionally and treat fellow employees of the University, students and members of the public with consideration and respect. They shall also act in a manner that maintains public confidence in the integrity of the office they hold.
- 10.6.2 Employees shall strictly adhere to the terms of their employment contract. Any breach of the employment contract shall lead to appropriate disciplinary action.
- 10.6.3 An employee must seek to improve the standards of performance and level of professionalism at KIBU to the extent appropriate to his/her office.
- 10.6.4 An employee shall observe and subscribe to the ethical and professional requirements of the professional body of which he/she is a member in so far as those requirements do not contravene the Constitution, the Leadership and Integrity Act and to this Code.
- 10.6.5 Employees will be required to observe official working hours and not be absent without proper authorization or reasonable cause.
- 10.6.6 An employee must conduct himself or herself with personal decency and always be well groomed by maintaining an appropriate standard of dress and personal hygiene.

### **10.7 Teaching and Conduct of Examinations**

- 10.7.1 An employee who is a member of the teaching staff shall ensure adherence to the academic policy in relation to teaching and conduct of examinations.



## **10.8 Improper Enrichment and Financial Integrity**

- 10.8.1 An employee shall not use the office to unlawfully or wrongfully enrich himself or any other person.
- 10.8.2 An employee shall ensure that the University resources under his/her charge are properly utilized and fully accounted for.
- 10.8.3 An employee who is utilizing the University resources to benefit themselves shall disclose this fact to the University and his activities shall be governed by such agreement as may be made between himself and the University.
- 10.8.4 An employee shall observe the principles of law governing Intellectual Property, Copyright and other related matters in order to promote the culture of research and to uphold the integrity and academic freedom that members and students of Public Universities enjoy.
- 10.8.5 An employee shall not convert University property for personal use.
- 10.8.6 An employee shall not maintain a bank account outside Kenya except in accordance with an Act of Parliament.
- 10.8.7 An employee should not seek or accept a personal loan or benefit in circumstances that compromise his integrity.

## **10.9 Pecuniary Embarrassment**

- 10.9.1 An employee shall live within his means and avoid incurring any financial liability that he cannot satisfy. An employee who becomes bankrupt, becomes a judgement-debtor or against whom proceedings are taken in bankruptcy shall forthwith report the matter to the employer.
- 10.9.2 Pecuniary embarrassment, from whatever cause, will be regarded as necessarily impairing the efficiency of an employee and rendering him/her liable to disciplinary proceedings.
- 10.9.3 The University will endeavour to give opportunity to an employee who is in debt to extricate himself from his financial embarrassment. In the event that he is not able to, the University shall act in accordance to the provisions of the law.
- 10.9.4 If an employee sustains a loss of public funds in consequence of neglect or fault, he will be held to have incurred a pecuniary liability in respect of the loss, and he may be required to meet this liability in whole or in part.

## **10.10 Moral and Ethical Requirements**

### **10.10.1 An employee shall:**

- i. Not engage in activities that amount to abuse of office;
- ii. Accurately and honestly represent information to the public; and
- iii. Not discriminate, directly or indirectly, individuals on the ground of age, gender, race, colour, ethnic origin, social origin, language, religion, opinion, nationality, marital status, pregnancy, disability or HIV status.

## **10.11 Gifts, Presents, Benefits and Favours**

### **10.11.1 An employee is prohibited from accepting or requesting for gifts whether in the form of money, goods, free passages or other personal benefits and from giving such gifts, unless:**

- i. the gift is non-monetary and does not exceed the value prescribed by regulation; or
- ii. the gift is from or to a relative or friend given on a special occasion recognized by custom.

### **10.11.2 A gift or donation to an employee on a public or official occasion will be regarded as a gift or donation to the University and shall be declared and forfeited to the University by filling the gift declaration form unless exempted under an Act of Parliament.**

### **10.11.3 Presents from public personages which cannot be refused without being offensive will be handed over to the University unless the Vice Chancellor's prior permission has been obtained by an employee to retain the present.**

### **10.11.4 When presents are exchanged between employees of the University acting on behalf of the University in ceremonial occasions with other Universities or Organizations or their representatives, the presents received will be declared and handed over to the University, and any present in return will be given at the University's expense.**

### **10.11.5 Notwithstanding any other provision of this Code, an employee may accept gifts which are;**

- i. Not monetary;
- ii. Occasional and inexpensive or in form of souvenir or gifts whose value does not exceed Kshs.20,000/= (read twenty thousand shillings);
- iii. Within the ordinary bounds of propriety, a usual expression of courtesy or protocol and within the ordinary standards of hospitality;
- iv. Donations from relatives or friends on such special occasions as may be recognized by custom; and
- v. In the form of information for educational or literary purpose, research purposes or other similar purposes.

10.11.6 When any gift or donation is made for the development of the University, the University Management shall disclose to the Council the nature of the gift or donation and how it intends to utilize the same; and register the gift or donation and fully account for its use.

10.11.7 The University shall maintain a register of all gifts received and or given by employees.

## **10.12 Conflict of Interest**

10.12.1 A “conflict of interest” involves a conflict between the employee’s duty and his private interests which would improperly influence the performance of his official duties and responsibilities.

10.12.2 An employee of the University:

- i. Shall use the best efforts to avoid being in a situation where personal interests conflict or appear to conflict with his official duties;
- ii. Shall not hold shares or have any other interest in another organization, partnership or other body, directly or through another person, if holding those shares or having that interest would result in the employee’s personal interests conflicting with his official duties;
- iii. whose personal interest conflict with his official duties shall declare the personal interests to the University and refrain from participating in any deliberations with respect to the matter;
- iv. Shall not award a contract, or influence the award of a contract to:-
  - a. Himself,
  - b. A spouse or relative,
  - c. A business associate, or
  - d. A corporation, private company, partnership or other body in which the employee has an interest;
- v. who is serving on a full-time basis shall not participate in any other gainful employment;
- vi. shall not allow himself to be influenced in the performance of his duties by plans or expectations for or offer of future employment or benefits and shall disclose, in writing to the University all offers of future employment or benefits that could place him in a situation of conflict of interest; and
- vii. shall not be engaged by or act for a person or entity in a matter in which the employee was originally engaged in as an employee of the University, for at least two years after leaving employment.

10.12.3 In this section “personal interest” includes the interest of a spouse, relative, or business associate.

10.12.4 The University shall maintain a register of conflicts of interest in which an affected employee shall register the particular interests, stating the nature and extent of the conflict.

### **10.13 Official Secrets Act Declaration**

10.13.1 All employees will be required to sign a declaration of secrecy under the Official Secrets Act, Cap.187 on joining and leaving the University.

### **10.14 Declaration of Income, Assets and Liabilities**

10.14.1 Each employee shall every two (2) years submit a Declaration of Income, Assets and liabilities of himself, spouse and dependent children under the age of eighteen (18) years to the Commission of University Education in accordance with the Public Officer Ethics Act, 2003.

### **10.15 Political Neutrality**

10.15.1 An employee, shall not, in connection with the performance of his/her duties:

- i. Act as an agent for, or so as to further the interest of a political party; or
- ii. indicate support for or opposition to any political party or candidate in an election; or
- iii. Engage in political activity that may compromise or be seen to compromise the political neutrality of his office.

### **10.16 Impartiality**

10.16.1 An employee shall at all times carry out the duties of the office with impartiality and objectivity in accordance with Articles 10, 27, 73 (2) (b) and 232 of the Kenya Constitution 2010.

### **10.17 Collections and Harambees**

10.17.1 An employee shall not use his office or place of work as a venue for soliciting, collecting funds for harambees, either as a collector or promoter of public collection; obtain money or other property from a person using his official position.

### **10.18 Conduct of Private Affairs**

10.18.1 An employee shall conduct private affairs in a manner that maintains integrity of the office; pay taxes due from him within the prescribed period and not neglect their financial or legal obligations.



10.18.2 An employee shall not bully any person.

### **10.19 Sexual Harassment at the Workplace**

10.19.1 An employee shall not sexually harass a fellow employee, student or any other member of the University or public. “Sexually harass” includes doing any of the following, if the person doing it knows or ought to know that it is unwelcome:

- (i) Making a request or exerting pressure for sexual activity or favours;
- (ii) Making intentional or careless physical contact that is sexual in nature; and
- (iii) Making gestures, noise, jokes or comments including innuendos, regarding another person’s sexuality.

10.19.2 Employees who have experienced any form of sexual harassment are encouraged to report to their immediate supervisor or to the Head of Human Resource Management. Employees who report cases of sexual harassment shall not be victimized.

10.19.3 The University shall maintain confidentiality on all reported sexual harassment cases unless there are exceptional circumstances involving probable risk to the safety of any individual, or where maintaining confidentiality would be unlawful.

10.19.4 The parties involved with or affected by complaints of sexual harassment are entitled to a fair hearing and are kept fully informed throughout the investigation process.

10.19.5 An employee found guilty of sexual harassment will be dealt with in accordance with the provisions of the University’s disciplinary procedure.

### **10.20 Workplace Harassment**

10.20.1 An employee shall avoid unwelcome, abusive, belittling or threatening behaviour to his/her colleagues.

10.20.2 An employee shall not bully any person. For the purpose of this section ‘bullying’ includes repeated offensive behaviour which is vindictive, cruel, malicious or humiliating and is intended to undermine a person.

### **10.21 Nepotism**

10.21.1 An employee shall not practice nepotism or favouritism in decision making or provision of service.

### **10.22 Acting through Others**

10.22.1 An employee contravenes the code if he causes anything to be done through another person that would constitute a contravention of the code if done by the employee or allows or directs a person under their supervision or control to do anything that is in contravention of the code.

10.22.2 Contravention shall not apply where anything is done without the employee's knowledge or consent or if the employee has taken reasonable steps to prevent it.

10.22.3 An employee who acts under unlawful direction shall be responsible for his action.

### **10.23 Reporting Improper Orders**

10.23.1 An employee shall report to the Vice Chancellor, the Council Chairperson, or any other relevant Government agency, as the case may be, any order required of him that he shall consider improper or unethical.

### **10.24 Dress Code**

10.24.1 All employees are required to be well groomed and decently dressed to maintain an appropriate standard of dress and personal hygiene in public and private.

10.24.2 Employees may put on branded corporate attires of the University on prescribed occasions.

### **10.25 Uniform for Employees**

10.25.1 Receptionists, drivers and security staff will be provided with at least two (2) pairs of uniform annually. Issues of uniforms and dates of their issue must be recorded in the Stores Ledger.

10.25.2 All employees who are provided with uniform will be required to maintain them in a clean and decent condition and wear them at all times while on duty.

10.25.3 Disciplinary action will be taken against any employee who fails to observe this provision.

### **10.26 Media Interviews**

10.26.1 The spokesperson of the University shall be the Vice Chancellor on matters of public policy affecting the University.

10.26.2 Individual invitations to give technical advice or present papers on behalf of the University should be channelled through the Vice Chancellor.

### **10.27 Wrongful or Unlawful Acquisition of Property**

10.27.1 An employee shall not use his office to wrongfully or unlawfully influence the acquisition of property.

## **10.28 Acting for Foreigners**

- 10.28.1 No employee shall, in any manner that may be detrimental to the security interests of Kenya, be an agent for, or further the interests of a foreign government, organization or individual.
- 10.28.2 For the purpose of this Manual: -
- i. An individual is foreign if the individual is not a citizen of Kenya; and
  - ii. An organization is foreign if it is established outside Kenya or if it is owned or controlled by a foreign government, organization or individual

## **10.29 Political Neutrality**

An employee shall not –

- i. In the performance of their duties, act as an agent for, or further the interest of a political party or publicly indicate support for or opposition to any political party or candidate in an election;
- ii. Engage in political activity that may compromise or be seen to compromise the political neutrality of the office;
- iii. Contest for parliamentary, county, civic or any other political office while still an employee. An employee who wishes to contest for any such office shall be required to resign from the University. Council may consider reinstating such an employee on request on case to case basis;
- iv. Seek the influence of political leaders with a view to consideration for promotion or other favours.

## **10.30 Care of Property**

- 10.30.1 An employee shall take all reasonable steps to ensure that property that is entrusted to his care is adequately protected and not misused or misappropriated.

## **10.31 Falsification of Records**

- 10.31.1 An employee shall not falsify any records or misrepresent information to the public.

## **SECTION 11: COMPLAINT AND GRIEVANCE HANDLING**

### **11.1 Policy Statement**

- 11.1.1 It is the policy of the University that all employees have a right to voice their complaints.
- 11.1.2 The University recognizes the meaningful value and importance of full discussion in resolving misunderstandings and preserving good relations between management and employees.
- 11.1.3 Should a condition exist that an employee feels is unsatisfactory, it is important that he brings it to the attention of the appropriate person as per the laid down procedures.

### **11.2 Policy objectives**

- 11.2.1 The objectives of this policy include:-
  - i. To create a conducive working environment where employees realise their full potential;
  - ii. To ensure that an employee's performance is not hampered due to unresolved differences; and
  - iii. To provide aggrieved employees with a machinery through which their grievances are addressed.

### **11.3 Guiding Principles**

- 11.3.1 In handling grievances, the University shall be guided by the following principles:-
  - i. Fairness in regard to treatment and hearing;
  - ii. Right to representation;
  - iii. Right of appeal;
  - iv. Right to channel grievances;
  - v. Confidentiality;
  - vi. Prompt action; and
  - vii. Involvement of all parties.

### **11.4 Procedure**

#### **11.4.1 Step 1: Verbal discussion**

- 11.4.1.1 Where an employee has a grievance, he will be required to first raise the issue with the immediate Supervisor. The Supervisor will be required to respond to the grievance within two (2) working days. A resolution will be encouraged at this stage through discussion and counselling.

## **Step 2: Pre-grievance Hearing**

- 11.4.2.1 If the employee and supervisor do not reach an amicable solution, the employee will be required to make a written complaint to the Supervisor. The supervisor will be required to respond in writing within three (3) working days. Copies of this communication should be sent to the Registrar Administration and Human Resources.

## **11.4.2 Step 3: Grievance Hearing**

- 11.4.3.1 Where the grievance is not resolved at Step 2 or in a case where the Supervisor is the offender, the matter shall be referred to the next level of supervision. At this stage, the second supervisor will convene a meeting to review the grievance and the response from the first supervisor.
- 11.4.3.2 The complainant may choose to be accompanied by a colleague. Minutes of the meeting must be recorded. Both the accused and the aggrieved party must provide evidence and the allegations must be clearly stated. There should be adequate time for discussion by both parties.

## **11.4.4 Step 4: Resolutions**

- 11.4.4.1 Having received the evidence, the Registrar Administration and Human Resources will review the case and communicate to the parties within seven (7) working days. The response should include recommendations, findings and disciplinary action where applicable.

## **11.4.5 Step 5: Conclusion**

- 11.4.5.1 Where the employee is not satisfied with the decision made by the Registrar Administration and Human Resources he shall appeal to the Deputy Vice Chancellor, AFD in writing.
- 11.4.5.2 Where the complaint/grievance is against senior management, an employee shall appeal to the Vice Chancellor in writing.

## **11.5 Negotiation, Conciliation, Mediation and Arbitration**

- 11.5.1 The Vice Chancellor may on his own initiative or on request made by any person undertake or facilitate negotiation, conciliation, mediation and arbitration of any issue relating to its statutory functions and encourage the parties to arrive at an amicable decision that may be just in the circumstances of the case.
- 11.5.2 The Vice Chancellor in carrying out negotiation, conciliation, mediation and arbitration shall accord every party involved an opportunity to make a representation of their case.

## **SECTION 12: DISCIPLINARY**

### **12.1 Policy Statement**

- 12.1.2 The objective of disciplinary control is to create a motivated and dedicated workforce which upholds the rules of conduct and work ethics for optimal service delivery.
- 12.1.3 The University reserves the right to impartially administer discipline and the employee has the right to be granted a fair hearing.
- 12.1.4 It is expected that employees will maintain integrity and uphold the dignity of the office to which they are appointed.
- 12.1.5 Discipline cases shall be dealt with expeditiously, efficiently, lawfully and in a procedurally fair manner.
- 12.1.6 Breach of all or any part of the provisions of this section, will constitute an offence against the University, and a duly authorized officer(s) shall act in an appropriate manner depending on the degree of infraction thereto.
- 12.1.7 In determining the degree of the offence committed, the immediate supervisor will assess its seriousness and the extent to which it infringes upon the rules of the University.

### **12.2 Guiding Principles**

- 12.2.1 The case should be carefully investigated and evidence collected before the commencement of the case.
- 12.2.2 Each case shall be determined on its own merit.
- 12.2.3 The employee intended to be subjected to the disciplinary procedure shall be informed of the nature of the complaint and or allegations laid against them.
- 12.2.4 The employee will be given a chance to be heard.
- 12.2.5 The right of appeal must be explained to the employee after the decision of the Disciplinary Committee is communicated to them.
- 12.2.6 All disciplinary proceedings and associated documentation should be kept confidential.

### **12.3 Disciplinary Powers**

- 12.3.1 The power to exercise disciplinary control and removal of employees is vested in the Council. However, the Council may delegate powers of disciplinary control to various disciplinary committees as appropriate.

### **12.4 Disciplinary Committees**

- 12.4.1 Disciplinary Committee for Staff in Grade 14-15 shall comprise of:

- i. Three (3) Council Members one of whom shall be appointed by the Chairperson of Council to chair the Committee;
- ii. The Principal Secretary in the Ministry for the time being responsible for the University Education;
- iii. The Vice Chancellor;
- iv. Deputy Vice Chancellor (AFD)
- v. Head of Division; and
- vi. One Union representative.

- 12.4.2 Disciplinary Committee for Staff Grade 11 to 13 shall comprise of:

- i. Vice Chancellor - Chairperson
- ii. Deputy Vice-Chancellor(s)
- iii. Dean or Director of faculty or institute, concerned for Teaching Staff;
- iv. Chairperson or Head of department concerned for Non-Teaching Staff;
- v. Registrar(s)
- vi. Chief Legal Officer – in attendance
- vii. One Union representative.

- 12.4.3 Disciplinary Committee for staff Grade 1 to 10 shall comprise of:

- i. Deputy Vice Chancellor (AF&D) – Chairperson;
- ii. Dean or Director of faculty or institute, concerned for Teaching Staff;
- iii. Chairperson or Head of department concerned for Non-Teaching Staff;
- iv. Registrars;
- v. Chief Legal Officer - in attendance; and
- vi. One Union representative.

### **12.5 Disciplinary Offences**

- 12.5.1 Disciplinary offences fall under two categories:

- i. Minor Offences
- ii. Serious Offences

## **12.6 Minor Offences**

12.6.1 Minor offences constitute isolated slips or omissions not connected with any essential detail of duty and may become serious only if repeated. Minor offences include: -

- i. Deliberate go-slow or obstructive work;
- ii. Unauthorized absence from duty for a period of 24 hours;
- iii. Loitering and idling during official hours;
- iv. Avoiding working by pretending to be sick;
- v. Causing unnecessary commotion;
- vi. Gossiping and spreading false information;
- vii. Rumour mongering;
- viii. Sleeping while on duty;
- ix. Mis-use of social media; and
- x. Hawking goods and wares in offices.

## **12.7 Serious Offences**

12.7.1 Major Offences are those which substantially interfere with the smooth running of the Fund and which are likely to generate severe disciplinary action being taken against the employee. These are grave offences which shall constitute gross misconduct and shall include but not limited to:

- i. Unauthorized absence from duty;
- ii. Any act of insubordination;
- iii. Gross incivility towards a customer;
- iv. Use of insults, threats and objectionable language or behavior towards an employee or client;
- v. Reporting to work under the influence of alcohol;
- vi. Unauthorized communication to the media on University matters;
- vii. Failure to comply with an order, regulation or lawful instruction without sufficient reason;
- viii. Improper disclosure of information to unauthorized person;
- ix. Conviction by a court of law for an offence for which he is punished with a term of imprisonment;
- x. Misuse of stores, equipment, motor vehicles or other property;
- xi. Pecuniary embarrassment;
- xii. Dishonesty reflecting adversely on the honesty and moral integrity of an employee's duties;
- xiii. Soliciting and receiving bribes from customers in the name of the Fund;
- xiv. Impersonation or receiving money by false pretense;
- xv. Inefficiency in work performance;
- xvi. Irregular awarding of tenders;
- xvii. Gross negligence of duty resulting in loss of property or funds;
- xviii. Conspiring with customers to defraud or compromise the interest of the Fund;
- xix. Tampering with official records;
- xx. Fighting at the place of work;
- xxi. Sexual harassment at the work place;
- xxii. Continuous lateness at place of work;
- xxiii. Financial embezzlement; and
- xxiv. Fraud.



12.7.2 The following are offences that may warrant disciplinary action:-

- i. Conviction of a felony or any misdemeanour (crime) which the Vice Chancellor shall deem to be such as to render the member of staff concerned unfit to continue to hold the office. Such may include embezzlement, fraud or misappropriating funds or property which belongs to the University;
- ii. Conduct which the Vice Chancellor shall deem to be such as to constitute failure or inability of the employee concerned to perform his assignment or to comply with the conditions of the appointment;
- iii. Gross offence or neglect of duty such as unauthorized absence from the University for a Period exceeding forty eight (48) hours;
- iv. If an employee commits, or on reasonable and sufficient grounds is suspected of having committed a criminal offense against or to the substantial detriment of the University's property;
- v. In lawful exercise of any power of arrest given by or under any written law, an employee is arrested for a cognizable offence punishable by imprisonment and is not within fourteen (14) days either released on bail or on bond or otherwise lawfully set at liberty;
- vi. Drunkenness on duty to the extent rendering an employee incapable of performing their duties during working hours;
- vii. If an employee knowingly fails or refuses to obey a lawful and proper command which it was within the scope of their duty to obey, issued by the University or a person placed in authority over him by the University; and
- viii. Dishonesty or misconduct prejudicial to the standing of the University.

## **12.8 Disciplinary Procedure**

### **12.8.1 1<sup>st</sup> Warning**

- 12.8.1.1 Minor infringement of discipline shall normally be dealt with on their first occurrence by the immediate Supervisor/Head of Department on the spot by an informal oral warning or reprimand.
- 12.8.1.2 Such categories of minor infringements include lateness and or rudeness among others.
- 12.8.1.3 When the facts of the case appear to call for an informal warning, the Head of the Department shall consider the matter and the employee concerned shall be given the opportunity to state their case.

12.8.1.4 If the case merits it, the employee shall be given a formal written warning or reprimand which shall be recorded in their file and copied to the Chapter/Branch Secretary of the relevant Union. The employee shall be told of the nature of the offence, the improvements where necessary, and the likely consequences of further repetition.

## 12.8.2 **2<sup>nd</sup> Warning Letter**

12.8.2.1 Where the employee's work or conduct is unsatisfactory, or where he commits misconduct again and the misconduct does not warrant termination for a good cause, he will be issued with a warning letter by the Registrar Administration and Human Resources.

12.8.2.2 A second written warning shall be given to an employee who having committed a minor offence earlier repeats a similar offence during the period when a first warning is still in force.

12.8.2.3 The second warning letter shall be delivered to the employee concerned and copied to their personal file and to the Chapter/Branch Secretary of the respective union.

12.8.2.4 The employee shall be required to respond in writing that he has read and understood the contents of the letter.

## 12.9 **Show Cause Letter**

12.9.1 Where an employee has been given a final warning and continues with misconduct or in a case of a gross misconduct, an employee shall be issued with a show cause letter detailing the charges preferred against him and inviting him to state in writing the grounds, if any, on which he relies to exonerate himself. The employee will be required to submit his response within twenty-one (21) days.

12.9.2 Where an employee deserts duty or his whereabouts are unknown, the show cause letter will be addressed to the employee's last known contact address by registered mail and he will be given twenty-one (21) days to respond.

## 12.10 **Conduct of investigations**

12.10.1 While carrying out investigations, the Vice Chancellor shall observe the following conditions:-

- i. Constitute a team of not less than three (3) officers to investigate the matter (where the team is more than three members, the team shall consist of an odd number).
- ii. The officers conducting the investigation shall be senior to the accused employee and should not have dealt with the case before.

- iii. The report of the investigation shall be submitted to the Vice Chancellor further action.
- iv. The report shall not contain any recommendation on the form of punishment to be inflicted on the accused officer.

## **12.11 Interdiction**

- 12.11.1 When in the opinion of the Vice Chancellor, there has been a good cause as defined above, he shall have the power to interdict a member of staff pending investigations into alleged misconduct for a period not exceeding sixty (60) days unless the matter is pending in a Court, it is being investigated by the police or any other statutory law enforcement agency or there is a requirement for more time to allow for completion of investigations.
- 12.11.2 An employee who is interdicted shall be eligible for half of his basic salary with full house allowance and medical benefits.
- 12.11.3 An employee on interdiction should report to his supervisor at agreed intervals.
- 12.11.4 After completion of the investigation, the employer shall inform the employee in question within thirty (30) days as to the position of the interdiction, unless the case is pending in court or being investigated by the police or other statutory authority.
- 12.11.5 A letter of interdiction shall be copied to the Chapter/Branch Secretary of the Union.
- 12.11.6 Interdiction shall not exceed six (6) months, within which time investigations should be completed.
- 12.11.7 An employee whose interdiction has been lifted shall promptly be served with a letter conveying the decision. Any withheld salary, allowances and benefits shall be restored with effect from the date it was withheld.

## **12.12 Suspension**

- 12.12.1 Where an employee has been charged with a criminal offence or gross misconduct which can lead to dismissal, the employee shall be suspended from the exercise of his duties by the Vice Chancellor pending consideration of the case.
- 12.12.2 When investigations are complete and in the opinion of the Vice Chancellor the employee is found culpable, the Vice Chancellor shall have the power to suspend an employee for a period not exceeding exceed thirty (30) days pending appearance before a disciplinary committee unless the case is being investigated by the relevant Government Agencies.
- 12.12.3 A letter of suspension shall be copied to the Secretary General and the Chapter/Branch Secretary of the Union.

- 12.12.4 Where an employee's suspension has been lifted and the employer has exonerated him from any blame, he shall be paid all dues which may have been deducted on account of such suspension.
- 12.12.5 An employee whose services have been terminated has a right of appeal which shall be communicated. Such an appeal will be responded to within fourteen (14) days. The Union shall be represented in the appeals committee.
- 12.12.6 While on suspension, an employee will not be entitled to any salary but will receive house allowance and medical benefits.
- 12.12.7 An employee whose suspension has been lifted shall promptly be served with a decision letter. Any withheld salary, allowances and benefits shall be restored with effect from the date it was withheld.
- 12.12.8 Interdiction and suspension shall be lifted by the Council on recommendation of the relevant disciplinary committee.

### **12.13 Absence from Duty on Grounds of Illness**

- 12.13.1 An employee who is absent from duty on grounds of illness shall produce proof of sickness/sick leave certified by a registered medical practitioner on resumption of duty.
- 12.13.2 The employee shall also make every effort to notify the Head of Department of his sickness.
- 12.13.3 Should the employee fail to produce a medical certificate or to give satisfactory explanation for the absence, he shall be considered to have been absent without permission and his case shall be dealt with in accordance with the relevant disciplinary provisions.

### **12.14 Absence from Duty Without Leave or Reasonable or Lawful Cause**

- 12.14.1 Where an employee is absent from duty without leave or reasonable or lawful cause for a period exceeding twenty four (24) hours, and is not traced within a period of ten (10) days from the commencement of such absence, the employee's salary shall be stopped and action to dismiss the employee initiated.
- 12.14.2 The employee shall be addressed a 'show cause' letter through his last known address by registered post.
- 12.14.3 If the employee does not resume duty or respond to the 'show cause' letter within a period of twenty one (21) days, from the date of the show 'cause letter', the case shall be referred to the respective disciplinary committee for summary dismissal.

12.14.4 When an employee has been absent from duty without permission and subsequently resumes duty, he shall not be eligible for payment of salary for the period of absence and any amount erroneously paid to him shall be recovered from his salary.

12.14.5 In cases of delay of stoppage of salary and an employee is subsequently dismissed on account of desertion, the erroneous payment shall be recovered from the employee who occasioned the payment.

## **12.15 Summary Dismissal**

12.15.1 An employee who is charged on gross misconduct will be summarily dismissed from the service of the University.

12.15.2 A letter stating the facts of the case and giving reasons why dismissal is recommended will be sent to the employee and a copy of the letter placed in his personal file. The employee will be provided with an opportunity to respond within twenty-one (21) days.

12.15.3 Any of the following matters may amount to gross misconduct so as to justify the summary dismissal of an employee.

- i. Without leave or other lawful cause, an employee absents himself from the place appointed for the performance of their work;
- ii. During working hours, by becoming or being intoxicated, an employee renders himself unwilling or incapable of properly performing their work;
- iii. If an employee willingly neglects to perform any work which it was their duty to have performed, or if he carelessly and improperly performs any work which from its nature was their duty, under his contract, to have performed carefully and properly.
- iv. If an employee uses abusive or insulting language, or behaves in a manner insulting, to the University or to a person placed in authority over him by the University.
- v. If an employee knowingly fails, or refuses, to obey a lawful and proper command, which it was within the scope of their duty to obey, issued by the University or a person placed in authority over him by the University.
- vi. If, in the lawful exercise of any power or arrest given by or under any written law, an employee is arrested for a cognizable offence punishable by imprisonment and is not within fourteen (14) days either released on bail or bond or otherwise lawfully set at liberty;
- vii. If an employee commits, or on reasonable and sufficient grounds is suspected of having committed, a criminal offence against or to the substantial detriment of the University or its property.

viii. If an employee who is declared bankrupt or in any way commits an act which is likely to cause embarrassment to the University.

12.15.4 In conveying the decision of the dismissal, the employee shall be informed of his right of appeal to the Council within a period of fourteen (14) days from the date of the letter signifying dismissal.

12.15.5 An employee irrespective of the grade whose termination is through summary dismissal will be entitled to payment of any employment benefits in accordance with the provisions of the University's Staff Retirement Benefits Scheme.

12.15.6 Disciplinary cases should be dealt with promptly and finalized within a period of six (6) months.

## **12.16 Other Alternative Penalties**

12.16.1 The disciplinary committee may impose any of the following alternative Penalties:-

- i. Demotion or reduction in rank/seniority where applicable;
- ii. Stoppage of increment;
- iii. Warning including severe reprimand;
- iv. Recovery of the cost or any part of the cost of any loss or breakage caused by default negligence provided no such cost has been recovered by such an action; and
- v. Stoppage of pay or salary of an employee who has been absent from duty without leave or reasonable excuse for the period of absence.

## **12.17 Appeals**

12.17.1 An employee has a right to appeal against the decision of the disciplinary Committee to the appropriate Appeals Committee through the Vice Chancellor or Chairperson of the Council as applicable within fourteen (14) days of the official communication of the decision.

## **12.18 Composition of the Appeals Committees**

12.18.1 The Appeals Committee for Teaching Staff in Grade 14-15 shall comprise of the Full Council.

12.18.2 Appeals Committee for Teaching Staff in Grade 11-13 comprise of;

- i. Chairperson appointed by the University Council - Chairperson;
- ii. Two Council members;
- iii. The Principal Secretary in the Ministry for the time being responsible for the University Education;
- iv. One Deputy Vice Chancellor;
- v. One Registrar;
- vi. One Dean/Director of Faculty or Institute

- vii. One Chairperson or Head of Department;
- viii. Chief Legal Officer – in attendance; and
- ix. One Union Representative.

12.18.3 The Appeals Committee for Administrative Staff in Grade 14-15 shall comprise of shall comprise of the Full Council.

12.18.4 The Appeals Committee for Administrative Staff in Grade 11-13 shall comprise of:-

- i. Three (3) Council members one of whom shall be appointed by the Chairperson of Council to chair the Committee;
- ii. The Principal Secretary in the Ministry for the time being responsible for the University Education;
- iii. One Deputy Vice Chancellor;
- iv. One Registrar
- v. One Chairperson or Head of Department;
- vi. Chief Legal Officer – in attendance; and
- vii. The Vice Chancellor; and
- viii. One Union Representative.

12.18.5 The Appeals Committee for Administrative Staff in Grade 1-10 shall comprise of:-

- i. Chairperson appointed by the University Council Chairperson;
- ii. One Council member;
- iii. The Principal Secretary in the Ministry for the time being responsible for the University Education;
- iv. One Deputy Vice-Chancellor;
- v. One Registrar;
- vi. One Chairperson or Head of Department
- vii. Chief Legal Officer – In attendance; and
- ix. One Union Representative.

## **12.19 Procedure for Conducting Appeals**

12.19.1 Appeals shall be heard within a period of ninety (90) days following the date on which the appeal is officially received at the University.

12.19.2 The appeals hearing will be chaired by the appointed Chairperson of Appeals Committee depending on the grade of the employee being heard.

12.19.3 During the hearing of the appeal, the Appeals Committee shall not be required to adhere to the rules of evidence or procedures as applied in the court of law;

12.19.4 The written grounds of appeals lodged by the Appellant shall be readout to the Appeals Committee;

- 12.19.5 The Appeal Committee will thereafter go through the minutes of the Disciplinary Committee which heard the case in the first instance and all the documentary evidence tabled before the Committee during the hearing *vis a vis* the lodged grounds of appeal without requiring the attendance of the Appellate.
- 12.19.6 After going through the aforesaid documents, the Committee will consider all the circumstances relating to the matter and come up with a resolution.
- 12.19.7 The Committee's decision shall either be by consensus or by a simple majority by show of hands.
- 12.19.8 The decision will be communication to the appellant in writing by the Chairperson of the Appeals Committee within fourteen (14) working days of the hearing of the appeal.
- 12.19.9 All disciplinary proceedings and associated documentation shall be kept confidential.
- 12.19.10 The record and decision of the Disciplinary Committee shall be furnished to the Human Resource Department and shall form part of the employees records.

## **12.20 Defence of Officers in Criminal and Civil Suits**

- 12.20.1 When criminal or civil proceedings are instituted against an employee as a result of an act of omission by him in the course of his official duties, the University shall take responsibility of the employee's representation.

## **12.21 Civil Proceedings by Employees for Defamation**

- 12.21.1 Where an employee has been defamed in respect of matters arising out of his official position, e.g. in the press or at a political meeting, it may be that the University is also defamed by implication, and will give legal aid to the employee.

## **12.22 Court Summons**

- 12.22.1 An employee who is summoned in court as state witness, in a criminal case, or as an assessor or is summoned to court by a private individual on a case involving the University, such an employee will be regarded as travelling on duty and the University, will meet the relevant expenses.

## **12.23 Private Civil Cases**

- 12.23.1 An employee who is summoned to court at the request of a private individual, or in connection with a civil case in which the University has no interest will make his own travel and leave arrangements.
- 12.23.2 The employee may be expected to inform the Vice Chancellor of the civil case.



## **12.24 Surcharge**

- 12.24.1 The University may resolve to surcharge an employee on account of misappropriation of money, property, malicious damage or misuse of the same.
- 12.24.2 The Vice Chancellor may resolve to surcharge the employee in full or an amount proportionate to the offence.
- 12.24.3 In all surcharge cases, a show cause letter must be issued and the employee allowed to submit his defence.
- 12.24.4 Surcharge cases should be implemented as follows:
- i. In monthly instalments that shall not exceed 25% of employee's monthly basic salary;
  - ii. At termination or expiry of contract, any outstanding amount of surcharge will be settled from the employee's terminal dues; and
  - iii. The employee will sign an undertaking to the effect that on termination or expiry of the contract period, any outstanding amount will be recovered from his terminal dues. The undertaking will remain in force after the separation of the employee from the University, until the full amount of surcharge is paid in full.

## **SECTION 13: MOTOR VEHICLE LOAN**

### **13.1 Policy Statement**

- 13.1.1 The University will provide loans to employees for purchase of new or used motor vehicles subject to availability of funds.
- 13.1.2 The loan facility will be administered by financial institutions approved by the Council from time to time.
- 13.1.3 Only employees serving on pensionable terms of service will be eligible for the car loan.

### **13.2 Obligations of the University**

- 13.2.1 The University shall deposit funds with the finance institution. The University will vet and forward signed applications of applicants to the financier for further appraisal and disbursement and ultimately remit timely monthly repayment instalments.

### **13.3 Conditions to be met by the Employee**

- 13.3.1 An employee must meet the following conditions in order to qualify: -
- i. Be confirmed in pensionable appointment;
  - ii. Possess a valid Driving License to drive the class of the motor vehicle for which the loan is required; and
  - iii. The balance of salary after the loan deductions shall not be lower than one-third (1/3) of the gross salary.
- 13.3.2 All motor vehicle loans will be granted on the approval of the Vice Chancellor.

### **13.4 Thresholds**

- 13.4.1 Employees will be eligible for car loan according to an employee's grade at the following maximum amounts: -

<b>Grade</b>	<b>Car Loan Amount (Ksh)</b>
Grade 16-18	6,000,000
Grade 14-15	4,000,000
Grade 12-13	3,000,000
Grade 10-11	1,500,000
Grade 8-9	800,000
Grade 4-7	600,000

- 13.4.2 The rate of interest shall be a negotiated percentage per annum on a reducing balance for the duration of the loan as agreed by the Council and the Financier.

- 13.4.3 Loan applications and the amount granted shall not exceed the entitlement for the respective grade.
- 13.4.4 A proforma invoice from the supplier will be attached to all applications for car loan.
- 13.4.5 The value of a second-hand vehicle will be the purchase price or the value certified by a mechanical inspection and valuation report from a Valuation Agency, whichever is lower.
- 13.4.6 An employee shall meet the charges for the valuation report.
- 13.4.7 No loan shall be granted unless the vehicle is mechanically sound and its marketability ascertained.

### **13.5 Repayment Period**

- 13.5.1 The loan will be repaid monthly for a maximum period of five (5) years.
- 13.5.2 Should an employee leave the University before repaying the amount in full, the terms of the loan shall remain in force and shall not change for the life of the loan unless in cases of default in which case the loan amount shall convert to commercial terms.

### **13.6 Registration of Motor vehicle**

- 13.6.1 The motor vehicle must be registered in the joint names of the Financier and the employee to whom the loan is granted.
- 13.6.2 The Logbook will be under the custody of the University until the loan is repaid in full. In addition, a blank transfer form duly signed by the employee will be kept by the Financier and University.

### **13.7 Insurance of Motor Vehicle**

- 13.7.1 The vehicle must be comprehensively insured in the joint names of the Financier and the employee every year and shall remain so until the loan is fully repaid.

### **13.8 Change of Ownership**

- 13.8.1 Unless with written approval and on conditions set by the Financier or University, the vehicle so purchased shall not be sold or exchanged until the advance is repaid in full. On completion of the repayment of the advance, the employee shall pay the necessary transfer fees to have the vehicle transferred to his name.

## **SECTION 14: HOUSE MORTGAGE**

### **14.1 Policy Statement**

- 14.1.1 The house mortgage facility is intended to ensure that employees access good and affordable housing at the place of work or anywhere within the country.
- 14.1.2 The house mortgage facility will be administered by financial institutions approved by the Council from time to time.
- 14.1.3 Only employees serving on pensionable terms of service will be eligible for mortgage.

### **14.2 Thresholds**

- 14.2.1 Employees will be eligible for house mortgage according to an employee's grade at the following maximum amounts subject to availability of funds:

<b>Grade</b>	<b>Mortgage Amount (Ksh. Million)</b>
Grade 16-18	25
Grade 14-15	20
Grade 12-13	15
Grade 10-11	10
Grade 8-9	6
Grade 4-7	4

- 14.2.2 The rate of interest shall be a negotiated percentage per annum on a reducing balance for the duration of the loan as agreed by the Council and the Financier.
- 14.2.3 Mortgage applications and the amount granted shall not exceed the entitlement for the respective grade.
- 14.2.4 The employee shall pay the agreed processing fees, appraisals fees, valuation fees, legal fees and any advance loan repayment requested by the mortgage finance company.
- 14.2.5 The Financier may add to the mortgage amount all fees incurred by an employee while processing the house mortgage.

### **14.3 Supporting Documents**

- 14.3.1 While submitting application for the mortgage, the employee shall be required to provide documents and evidence in support of the house-ownership or construction loan application.
- 14.3.2 The following documents will be applicable: -
- A valid offer for sale by legal vendor or the legally appointed agent;

- ii. A copy of the Title Documents;
- iii. Evidence of plot ownership i.e. original Title Deed;
- iv. Duly approved Plan by an authorized County Government; and
- v. Certified Bill of Quantities and Contractor's certified estimated Building Cost.

#### **14.4 Insurance**

- 14.4.1 The employee shall procure an insurance cover with a reputable insurance firm. The cover will insure the house against fire and other elements.

#### **14.5 Repayment Period**

- 14.5.1 The mortgage amount will be repaid monthly for a maximum period of twenty (20) years.
- 14.5.2 Should an employee leave the University before repaying the amount in full, the terms of the mortgage shall remain in force and shall not change for the life of the mortgage unless in cases of default in which case the mortgage amount shall convert to commercial terms.

## **SECTION 15: HEALTH, SAFETY AND ENVIRONMENT**

### **15.1 Policy Statement**

- 15.1.1 The University is committed to ensuring a safe and healthy work environment and will strive to create an environment for growth among its employees by minimizing risks, health and safety hazards that may affect its employees.
- 15.1.2 The University shall implement policies and programmes that assure protection of employees from hazards and risks. The policies and programmes will be implemented in compliance with the provisions of Occupational Safety and Health Act, 2007 and other Labour Laws.

### **15.2 Guidelines to General Safety**

- 15.2.1 The University shall maintain healthy and safe working conditions to ensure there is no personal injury caused by accidents. Among the measures are:
- i. Controlling health & safety risks arising from work activities;
  - ii. Providing a safe place of work with safe means of entry and exit;
  - iii. Ensuring safety of equipment and systems of work; and
  - iv. Availing necessary information, instruction, training and supervision to protect safety and health at work.
- 15.2.2 Employees have a responsibility to comply with safety arrangements that are in force within the University and are also under a legal obligation to take reasonable care for the health and safety of themselves and others. Employees should report accidents, dangerous occurrences, unsafe circumstances and work-related ill health to their line managers.

### **15.3 Emergency Preparedness**

- 15.3.1 The University shall put in place measures to prevent and mitigate against accidents, explosions, fires, floods, terrorism threats, and will prepare and outline procedures to be followed in such events.
- 15.3.2 The Vice Chancellor will be responsible for ensuring that all employees and visitors are informed and are fully conversant with the emergency procedures.

### **15.4 Fire Precautions**

- 15.4.1 The Vice Chancellor shall be responsible for ensuring that fire protection facilities are provided in all the buildings and that the facilities are adequate and maintained as advised by Fire Officers and Occupational Safety and Health Officers. He shall also be responsible for enforcing all necessary fire precaution measures as directed by both the Ministry responsible for Public Works and the Ministry responsible for Labour.

- 15.4.2 Information on fire precautions and fire equipment shall be contained in publications which are obtainable on application from the Principal Fire Officer in the Ministry responsible for Public Works. Regulations regarding fire safety are obtainable from the Ministry responsible for Labour.

## **15.5 Fire Prevention**

- 15.5.1 The Vice Chancellor shall be responsible for providing advice and coordination in all matters concerning fire prevention, fire fighting, fire protection and fire drills at the University.
- 15.5.2 The University shall be responsible for the subsequent replacement of portable equipment and provision of refill for such equipment with advice from Fire Officers and the Occupational Safety and Health Officers.
- 15.5.3 Alterations shall not be carried out on buildings without prior consultation with the Fire Officers and the Occupational Safety and Health Officers (OSHA). Any means of escape from a building shall be kept clear of any obstruction which would make it difficult for occupants of the building to escape in case of fire.
- 15.5.4 No hazardous or highly inflammable materials shall be stored in buildings without the approval of the University's Principal Fire Officer in compliance with the OSHA, 2007.
- 15.5.5 Positions of fire fighting equipment shall not be interfered with nor should fire fighting equipment such as hose reels and extinguishers be used for purposes other than fire fighting.
- 15.5.6 The University shall have a Safety and Health Committee appointed by the Vice Chancellor and constituted in accordance with OSHA, 2007 which shall advise the University on the management on occupational safety and health.
- 15.5.7 Fire Officers may recommend any measures which they deem necessary for purposes of safety. It is the responsibility of the employee to whom such recommendations are addressed to ensure that appropriate steps are taken to implement the measures with minimum delay.
- 15.5.8 Any employee who fails to implement such recommendations will be held personally responsible for the consequences and in case of subsequent fire outbreak; he will be liable for disciplinary action and/or prosecution.
- 15.5.9 The Vice Chancellor shall ensure that: -
- i. Fire fighting teams are formed;
  - ii. Fire fighting teams and employees are trained; and
  - iii. Fire fighting drills are conducted at least once in every twelve months in accordance with the requirement of the OSHA, 2007.

## **15.6 Notification of Fires**

- 15.6.1 All fires, however small, must be reported to the University Principal Fire Officer or other Government agencies i.e. the Police or any administrative office within twenty-four (24) hours. The building or premises so affected by fire must be guarded and no evidence should be interfered with until investigations are over.
- 15.6.2 It is the responsibility of whoever detects a fire to initiate alarm, inform the Police and fire brigade, and try to control the fire during its initial stages.
- 15.6.3 All University buildings shall be fitted with fire and smoke detectors, alarms, water storage tanks and pumps dedicated to fire fighting only and separate from the normal water supply.

## **15.7 Medical Examination**

- 15.7.1 The Vice Chancellor will ensure that all employees working in hazardous occupations undergo periodic medical examination by the designated health practitioner in accordance with OSHA, 2007.

## **15.8 Provision of Protective Clothing and Uniform**

- 15.8.1 The Vice Chancellor shall ensure that all employees who are employed in any process involving exposure to wet, injurious or offensive substances are provided with adequate, effective and suitable protective clothing and appliances.

## **15.9 Safe Use of Potentially Dangerous Equipment**

- 15.9.1 The Vice Chancellor shall ensure that all plants including hoists and lifts, steam boilers, other equipment and pressure vessels are properly maintained and that they undergo the statutory examinations as per the Occupational Safety and Health Act requirements.

## **15.10 Compensation in case of Injury or Death**

- 15.10.1 Only accidents and occupational diseases arising out of and in the course of an employee's employment resulting to injury or occupational disease or death are compensable in accordance with provision of Work Injuries Benefits Act (WIBA).
- 15.10.2 Employees are expected to notify the employer of any injury within seven days.

## **15.11 Group Personal Accident Policy**

- 15.11.1 The University shall insure all employees against an injury as stipulated in Group Personal Accident (GPA) cover.



- 15.11.2 The GPA covers permanent bodily injury or death arising from bodily injury caused solely by violent external visible means and provided such death occurs not later than six (6) calendar months after the accident.
- 15.11.3 A claimant should not be compensated twice for the same loss under GPA and WIBA.
- 15.11.4 Details on conditions for compensation and exclusions are found in the GPA Policy.
- 15.11.5 Any claim submitted after one (1) year will be time barred and will not be accepted as liability.
- 15.11.6 All claims under GPA should be reported by the insured, dependants or nominee in writing.

## **15.12 Reporting of Accident**

- 15.12.1 Immediately an accident or development of an occupational disease resulting to death or injury to an employee is brought to the notice of the Supervisor under whom an employee is directly deployed, the Supervisor will notify the University's Occupational Safety Health Officer who shall make a claim for compensation in accordance with the procedure set out below.
- i. In case of an accident resulting in the injury or death of an employee, Part I of the Directorate of Occupational Safety and Health Services, Accident Notification Form (Form DOSH 1) should be completed in triplicate.
  - ii. The forms should then be forwarded to the Occupational Safety and Health Officer of the region in which the accident occurred and for non-fatal the Medical Practitioner who is attending to the injured employee.
  - iii. The detailed procedures are contained in the relevant forms which are obtainable from the Director of Occupational Safety and Health Services in the Ministry responsible for Labour.
- 15.12.2 Where the Director of Occupational Safety and Health Services finds anomalies or that the percentage given in the medical report is not in conformity with the provisions of the Work Injury Benefit Act (WIBA), he will decline to process the compensation.
- 15.12.3 The Vice Chancellor may either request the officer responsible for Medical Services in the Ministry responsible for Health Services to convene a Medical Board for reassessment of the University's liability to pay compensation or may request officer in charge of Occupational Safety and Health Services in the Ministry responsible for Labour services to appoint a medical panel for reassessment on the employee's diagnosis or injury.

### **15.13 Approval and Distribution of Compensation**

- 15.13.1 If it is considered by the officer in charge of Occupational Safety and Health Services that the University is liable to pay compensation, the Director of Occupational Safety and Health Services will send a demand note to the Vice Chancellor indicating the amount of money to be paid to the injured/sick employee or the dependants of a deceased employee.
- 15.13.2 The payment of the money due for compensation to the injured or deceased employee shall be made within ninety (90) days following the demand notice.
- 15.13.3 The injured employee or the dependant(s) of the deceased employee will sign a certificate of acknowledgement of payment and complete agreement form in triplicate.
- 15.13.4 Copies of such certificate and of the appropriate agreement form should then be distributed as follows:
- i. One copy to be handed to the employee or, in case of fatal accident, to the dependant(s);
  - ii. One copy to be retained by the Vice Chancellor; and
  - iii. The other copy to be retained by the Director of Occupational Safety and Health Services.

### **15.14 Recourse to Court**

- 15.14.1 Where the employee is not satisfied with the amount of compensation computed by the Director of Occupational Safety and Health Services, he may raise an objection to the said Director.
- 15.14.2 In case the employee or the University is not satisfied with the decision of the Director (OSHS) in response to the objection raised, the aggrieved party may appeal to the Industrial Court.

### **15.15 Compensation Payable during Sick Leave under WIBA**

- 15.15.1 An employee on sick leave as a result of accident or occupational related disease will be entitled to full pay.

### **15.16 Reporting Injury, Serious Illness or Death**

- 15.16.1 In case of an employee's injury, serious illness or death, an immediate report by telephone, or special means including e-mail should be made to the Vice Chancellor within 24 hours stating relevant particulars of the employee.
- 15.16.2 The Vice Chancellor shall inform the next-of-kin immediately and make them aware of the circumstances under which the employee sustained injuries or met his death.

- 15.16.3 In addition to the report referred to in provision 15.16.1, a death certificate should be submitted as soon as possible to facilitate processing of final dues.
- 15.16.4 The accident should also be reported to the officer-in-charge of Occupational Safety and Health Services within 24 hours in accordance with the requirement of the Occupational Safety and Health Act, 2007.
- 15.17 HIV/AIDS and other Epidemics at Workplace**
- 15.17.1 HIV/AIDS and other epidemics shall be treated like any other challenging issue at workplace. All employees have a role to play in the wider struggle to mitigate the effects of the pandemic.
- 15.17.2 Policy guidelines shall be developed to address HIV/AIDS and other emerging epidemics challenges affecting employees in the University.
- 15.17.3 The University shall put in place measures for the management of HIV/AIDS and other epidemics. The University shall also put in place support programs for infected and affected employees to enable them remain productive.
- 15.18 Fighting Stigma and Discrimination**
- 15.18.1 An employee shall not be discriminated or stigmatized on the basis of HIV status. It will be an offence for any person to discriminate another on the ground of actual, perceived or suspected HIV status in the work place.
- 15.18.2 The Vice Chancellor will be at the forefront in providing a conducive working environment for the infected and affected employees. The University shall set up programs that will instil positive behaviour in the management of HIV and AIDS.
- 15.18.3 The University shall take steps to minimize the risk of HIV transmission by adopting First Aid/Universal infection control precautions at the workplace.
- 15.19 HIV Status**
- 15.19.1 HIV screening shall not be a requirement for appointments and recruitment.
- 15.19.2 Screening shall be confidential, voluntary and shall be after counselling the employee. There shall be no disclosure of HIV test results or of any related assessment results to any person without the written consent of the employee.
- 15.19.3 Employees with HIV-related illness should be allowed to work for as long as they are fit to work. HIV infection shall not be a cause for termination of employment.

## **15.20 Drug and Substance Abuse**

- 15.20.1 Addiction to drugs or substance shall be treated like any other disease. An employee who is determined to deal with drug and substance abuse problem by engaging in rehabilitation services will be referred to a Medical Practitioner for evaluation.
- 15.20.2 Employees shall be sensitized on the dangers of alcohol and drug abuse. The University will provide the necessary interventions in terms of educational forums, counselling and other therapeutic measures.
- 15.20.3 The University shall assist the employee access rehabilitation services in accordance with the provisions of the Medical Scheme.
- 15.20.4 An employee who has undergone counselling and rehabilitation for at least three (3) times and fails to attain desirable behaviour will be liable to disciplinary action which may lead to termination of service.

## **15.21 Guiding Principles in Management of Drug and Substance Abuse**

- 15.21.1 The University will:
- i. Promote the health, well-being and safety of all employees, their families and surrounding community;
  - ii. Ensure that no employee with drug/substance problem will be disciplined for requesting help in overcoming the problem or for involvement in rehabilitation effort; and
  - iii. Ensure that no employee is discriminated against in providing Drug and Substance Abuse rehabilitation services.
- 15.21.2 The employee will: -
- i. Report for duty and remain sober while at work;
  - ii. Create conducive working environment for each other;
  - iii. Seek advice and follow recommended treatment promptly once one suspects that he has a problem; and
  - iv. Recognize that problems related to drug/substance abuse are not an excuse for poor performance.

## **15.22 Protection of the Environment**

- 15.22.1 The University shall take appropriate measures to protect and ensure a safe working environment for its employees.
- 15.22.2 All employees shall endeavour to protect the environment in the performance of their duties.

- 15.22.3 All actions that contribute to the air, water and environmental pollution should be prevented or minimized.
- 15.22.4 No employee shall be permitted to smoke tobacco or tobacco products while in University's premises except in the designated areas.
- 15.22.5 Employees shall ensure that waste generated at work places are handled, collected and disposed off properly.
- 15.22.6 Heads of Departments/Sections and Supervisors shall be responsible for inspecting their respective work places for environmental, health and safety hazards, and devise suitable measures for their management.

### **15.23 First Aid Kit**

- 15.23.1 The University shall provide First Aid Kits in strategic points and in all vehicles. The standard First Aid Kit should have: -
- i. Antiseptic disinfectant/cream;
  - ii. Adhesive plaster;
  - iii. Dressing materials;
  - iv. Pain killers;
  - v. Dissecting kit; and
  - vi. Snake bite reliever.

## **SECTION 16: EMPLOYEES' RECORDS**

### **16.1 Policy Statement**

- 16.1.1 Kibabii University will develop clear guidelines and procedures on records management in line with Public Archives and Documentation Service Act, 2018 (Revised).
- 16.1.2 The University will ensure systematic control of all records from their creation to receipt through processing, retrieval, distribution and use to their ultimate preservation and disposal.
- 16.1.3 The University shall collect, maintain and use employees' personal information for official purposes and will ensure its accuracy, relevancy and confidentiality in conformity to applicable legal requirements. Access to classified records, shall be restricted to the "need to know" Principle.

### **16.2 Principles of Good Records Management**

- 16.2.1 The University shall be guided by the principles of good records management in the management of records. These include; authenticity, accuracy, accessibility, completeness, comprehensiveness, compliance, effectiveness and security.
- 16.2.2 The University shall develop and implement an information management policy to support its core mandate of research.

### **16.3 Classification of Records**

- 16.3.1 Measures shall be taken to safeguard records from unauthorized access, damage and destruction. The University recognizes the following security classification and levels of access to classified information as outlined in the Government of Kenya Security Manual:
  - i. Top Secret: - Information and material whose unauthorized disclosure would cause exceptionally, grave damage to the public;
  - ii. Secret: - Information and material whose unauthorized disclosure would cause serious injury to the interests of the public;
  - iii. Confidential: - information and material whose unauthorized disclosure would be prejudicial to the interests of the public; and
  - iv. Restricted: - Information and material whose unauthorized disclosure would be undesirable to the interests of the public.

## **16.4 Access to Personal Information**

- 16.4.1 An employee may write to the Vice Chancellor requesting for personal information from their files to be provided to a third party. The information may be sent to the third party or forwarded to the employee depending on nature of the information.

## **16.5 Reporting of Changes in Personal Records**

- 16.5.1 Each employee is required to report any change in name, address, telephone number, marital status, number of dependants and next of kin.
- 16.5.2 In addition, the employee will submit any newly earned award such as certificates and degrees to their supervisor and Registrar Administration and Human Resources.

## **16.6 Mail Management**

- 16.6.1 When handling mail, the following procedures shall be undertaken with utmost care; receiving, sorting, opening, date stamping, registering, filing, distribution of mail to action officers, control of mail movement, security and dispatch. This will ensure timely and accurate delivery of mail at minimum cost.

## **16.7 Filing and Maintenance of Records**

- 16.7.1 The University shall establish proper procedures for filing, use, storage and retrieval of records to ensure they are protected from potential dangers that may occur and lead to loss of information, facilitate accurate and faster retrieval of records and provide information in good time.

## **16.8 Records Control System**

- 16.8.1 The University shall develop and use a file classification scheme that:
- i. Ensures consistency in file naming throughout the organisation;
  - ii. Provides a structure based on functions, as a starting point for developing a file title;
  - iii. Organizes, describes and links related records; and
  - iv. Provides improved access, retrieval, use and dissemination of information.

## **16.9 Storage Facilities and Equipment**

- 16.9.1 To ensure records are properly stored and easily accessible, the University shall provide adequate and appropriate space and suitable equipment for storage of records.
- 16.9.2 The space set aside for records storage should be:
- i. Well lit and ventilated;
  - ii. Not in a place which can easily be flooded;
  - iii. Not directly exposed to the sun;

- iv. Not having leaking roofs;
- v. Not located in the basement of the building;
- vi. Secured with grilled doors and windows; and
- vii. Safe from fire.

16.9.3 The stage of the records life cycle shall be taken into account while making a decision on storage. There are three (3) broad categories of records life cycle:

- i. Current Records;
- ii. Semi-Current Records; and
- iii. Non-Current or Non-Active Records.

## **16.10 Records Survey and Disposal**

16.10.1 The University shall undertake Records Survey by collecting information on the usage, maintenance and eventual disposal of records as guided by existing government regulations. The purpose of the Survey will be to: -

- i. Examine the storage conditions of records and the working environment;
- ii. Determine the volume and physical location of records;
- iii. Examine the filing classification schemes and indexing systems in place;
- iv. Determine the staff capacities;
- v. Identify problems encountered in storage of records; and
- vi. Establish disposal procedures of non-current records.

16.10.2 Records appraisal will be conducted by Records Management Officers before disposal of records in order to determine the value of records for purposes of either preservation of valuable records or destruction of valueless records.

16.10.3 The University shall dispose off records in a systematic way by either transferring valuable records to the Archives or any other authorized place of deposit or destroying inactive and valueless records.

16.10.4 The mode of destruction shall be by burning, pulping or shredding as applicable.

## **16.11 Records Retention and Disposal Schedule**

16.11.1 The University shall develop a records retention and disposal schedule. The schedule shall describe all types of records, indicate predetermined retention periods and prescribe disposal actions to be taken once a record is no longer needed for the conduct of current business.

16.11.2 Records not needed for current business will be removed from the records unit for storage in the Archives.

16.11.3 The retention and disposal schedule once approved must be enforced and should be regularly updated.



## **16.12 Access Rules and Regulations**

- 16.12.1 The University shall ensure that access rules and regulations are effectively enforced to prevent unauthorized access and leakage of classified records and information. The access rules and regulations should ensure that:
- i. No staff will be deployed to handle confidential, secret or top-secret work without prior vetting and approval by the Deputy Vice Chancellor/AFD; and
  - ii. Access to classified record, is restricted to the “need to know” Principle i.e. No person is entitled solely by virtue of his seniority or appointment to access classified material.

## **SECTION 17: LABOUR RELATIONS**

### **17.1 Policy Statement**

- 17.1.1 The University recognizes the Constitutional rights of every employee to fair labour practices, fair remuneration and reasonable working conditions. The University is committed to safeguard the interest of employees by securing the highest level of mutual understanding and goodwill to facilitate achievement of its objectives. Participatory management will be encouraged in order to achieve industrial peace and harmony.
- 17.1.2 The University shall engage recognized trade unions representing the employees in negotiating Collective Bargaining Agreements. The University and the Unions shall negotiate Collective Bargaining Agreements setting out the terms and conditions of service for employees.
- 17.1.3 The negotiations will be guided by the provisions of the Constitution, Labour Relations Act 2007, relevant legislations and the Institutional Framework for Collective Bargaining in the Public Service.

### **17.2 Union Membership**

- 17.2.1 All employees may join any registered and recognized union of their choice. However, eligibility for an employee to join will depend on the recognition agreement between the University and the respective union.
- 17.2.2 Employees shall not be victimized for being members or participating in trade Union activities.
- 17.2.3 Employees who are appointed as officials of any Union may be granted permission to carry out official union duties. Employees are not allowed to be officials of more than one trade union. However, an official of a trade union may also be an official of a federation to which the trade union is affiliated.
- 17.2.4 Union meetings shall be convened to take place during the employees' free time.

### **17.3 Recovery of Union Dues**

- 17.3.1 The University may deduct trade union dues from the salaries of union members and pay the monies so deducted into a specified account of the trade union.
- 17.3.2 Deductions from an employee who has resigned his union membership and notified the employer in writing shall be stopped. A copy of an employee's notification may be forwarded to the union for information.

## **17.4 Dispute Resolution**

- 17.4.1 Any trade dispute that arises concerning any aspect of the employer/employee relationship shall be resolved as provided for in the Labour Relations Act, 2007.

## **17.5 Employee Participation in Strikes**

- 17.5.1 An employee may participate in a strike if:-
- i. The trade dispute that forms the subject of the strike concerns the terms and conditions of employment or recognition of a Trade Union to which an employee is a member;
  - ii. The trade dispute is unresolved after conciliation; and
  - iii. Seven (7) days written notice of strike has been given to the University and the Cabinet Secretary responsible for Labour by the representative of the union.

## **17.6 Institutional Framework for Negotiation**

- 17.6.1 The University and recognized trade unions representing employees shall be guided by the Institutional Framework for negotiation with Trade Unions in the public service that has been developed by the Government whose objectives are to:
- i. Ensure that the collective bargaining process is compliant with the Constitution and the relevant legislations;
  - ii. Identify the parties recognized by law to engage in collective bargaining;
  - iii. Provide consistency and uniformity in the collective bargaining process;
  - iv. Provide a platform for consultations with all stakeholders;
  - v. Provide a standard period for collective bargaining across the public service; and
  - vi. Promote labour relations and industrial peace.
- 17.6.2 The collective bargaining in the University may include salaries, allowances, benefits, and working conditions as shall be agreed upon from time to time.

## **SECTION 18: STAFF WELFARE**

### **18.1 Policy Statement**

- 18.1.1 The University recognizes that, in addition to offering pay benefits, and a healthy working environment to employees, their emotional and social needs should also be catered for as they discharge their duties.
- 18.1.2 The University will undertake social responsibility to promote welfare amongst its employees as per the Staff Welfare Policy.
- 18.1.3 The University will develop a policy that addresses the various social and health challenges confronting employees in the workplace.

### **18.2 Staff Children Education Support**

- 18.2.1 The University shall provide pensionable employees with support to educate their Children in the University as prescribed in Staff Children Education Support Policy.
- 18.2.2 The eligible dependents are biological and/or legally adopted unmarried employees children up to twenty five (25) years of age undertaking an approved programme at Kibabii University.
- 18.2.3 The fee waiver support on tuition and examination fees for members of staff children for undergraduate programmes will be determined by the Council from time to time.
- 18.2.4 The fee waiver support shall be for only one programme per child.
- 18.2.5 The fee waiver support shall apply up to a maximum of two children per family.
- 18.2.6 The fee waiver shall be administered in accordance with the University's Staff Children Education University Policy.

### **18.3 Gender and Disability Issues**

- 18.3.1 The University shall establish a Gender and Disability Mainstreaming Committee. All Gender and Disability mainstreaming guidelines shall be as per the Gender and Disability Mainstreaming Policy.

### **18.4 Gender Based Violence**

- 18.4.1 The University is committed to eliminating gender-based violence (GBV). The University recognizes that any form of GBV is punishable under the Kenyan Sexual Offences Act of 2009. For this reason, the University shall have zero tolerance to GBV at all organizational levels, be it formal or informal and/or at an individual level.

- 18.4.2 Further, the University is committed to creating and maintaining a conducive working and learning environment, free from any forms of GBV.

## **18.5 Formal complaints**

- 18.5.1 The complainant shall write a formal letter addressed to the Head of the Department clearly describing the form of GBV suffered. The details of the complaint shall include the offender and also give the time and place in which the GBV took place. Upon receiving the complaint, the HoD shall in a period not exceeding 60 days conduct an investigations and make a report and recommendations to the Vice Chancellor on the appropriate action to be taken against the offender. The action to be taken shall be subjected to the laid down University procedures.
- 18.5.2 The details of the complainant shall not be revealed at any given time without the consent of the complainant. At all times the investigations shall be conducted fully, impartially and timely.

## **18.6 Gender and HIV/AIDS**

- 18.6.1 The University is alive to the reality of HIV/AIDS. In 2012, the Kenya Aids Indicator Survey (KAIS) reported that 5.6% of Kenyans aged between 15 and 64 years are infected with HIV. Therefore, there is a need to develop urgent measures aimed at assisting both the infected and affected students and staff members. Effective prevention measures include:-
- i. Abstinence from sexual contact.
  - ii. Being faithful to one partner.
  - iii. Correct and consistent use of condoms before sexual contact
  - iv. Use of properly sterilized or disposable cutting/piercing instruments.
  - v. Ante-natal Clinic counselling and testing for would-be mothers and fathers.
  - vi. VCT services for College community to enable persons to ascertain their status.
- 18.6.2 The University will also endeavour to address social factors that increase HIV transmission including:
- i. Stigma and denial
  - ii. Cultural stereotypes
  - iii. Poverty
  - iv. Alcohol and drug abuse
  - v. Promiscuity

## **18.7 Staff Retirement Benefits**

- 18.7.1 It is the responsibility of the University to ensure that employees' social security is safeguarded.

- 18.7.2 The University shall operate a Provident Fund for its staff under a trust for pensionable employees. The primary objective of the Fund is to provide retirement benefits to University staff or their dependants in the case of death of the member.
- 18.7.3 The University will endeavour to notify staff of their retirement date one year prior to retirement and organize/facilitate retirement sensitization training.
- 18.7.4 Members of staff, who retire upon reaching the mandatory retirement age, will be entitled to a one off payment of one (1) month basic salary upon recommendation by the head of department as honorarium provided that, such an employee has served the University for a period not less than ten (10) years.
- 18.7.5 Members of Staff who have faced any disciplinary sanctions during their tenure of appointment or lack a favourable recommendation from their head of department shall not be entitled to payment of honorarium even where they have served the University for a duration of not less than ten (10) years.
- 18.7.6 The University may organize a send-off party for the retiree.
- 18.7.7 The staff member retiring from the service of the University shall be granted retirement leave in accordance with the University Leave Policy.

## **18.8 Staff Welfare Committee**

- 18.8.1 The University will establish a University Staff Welfare Committee. The Committee administer the Staff Welfare Committee Policy. The composition of the Committee will include:

i.	Deputy Vice-Chancellor (AFD)	-	Chairperson
ii.	Registrar Academic Affairs	-	Member
iii.	Registrar PPRI	-	Member
iv.	Registrar Administration & HR	-	Member/Secretary
v.	Finance Officer	-	Member
vi.	In-Charge, Corporate Communications & Marketing	-	Member
vii.	Two members from Teaching Staff	-	Member
viii.	Two members from Non-Teaching Staff	-	Member
ix.	Senior Sports and Games Officer	-	Member
x.	I/C Human Resource	-	Secretariat

## **18.9 Functions of the Staff Welfare Committee**

- To conduct a needs and resources assessment to determine the needs, interests and concerns.
- To develop program components and activities based on the findings of the needs assessment.
- To plan for wellness activities each year and develop a wellness calendar like health talks and periodical health screens.

- iv. To mobilize resources to enable the realisation of the Staff Welfare Policy.
- v. To establish Programs of helping employees to balance work and family.

## **18.10 Staff Welfare Benevolent Fund**

- 18.10.1 The University employee may establish a Benevolent Fund on voluntary basis to support each other in the event of hardships such as death, accidents among other calamities with the approval of the Vice Chancellor. The purpose of the Benevolent Fund shall be to assist affected staff members during death and long term illnesses.

## **18.11 Principles**

- i. The benevolent groups must comply with the code of conduct and ethics.
- ii. Contravention of the above shall result to disciplinary action.
- iii. Activities of the welfare groups shall not be in conflict with the interest of the University.
- iv. The Fund shall be self-regulating.
- v. Employee consent is mandatory whenever University check-off system is requested.

## **18.12 Contributions**

- 18.12.1 All staff will be encouraged to become members of the Staff Welfare Benevolent Fund with minimum contribution as determined from time to time by the Welfare Committee. To qualify for support from the scheme, a member should have contributed for a period not less than six (6) months.
- 18.12.2 The fund will be governed by a Committee elected by members of staff. Members of the Committee shall not exceed eight (8) members comprising of both Teaching and Non-Teaching staff. The scheme shall operate within the laid down policy, rules and regulations.

## **18.13 Death in Service**

- 18.13.1 In the event of demise of a member of staff, the University shall contribute towards the funeral expenses as per the rates stipulated in Terms of Service. In addition, the employer shall contribute Kshs.50,000/= (Kenya shillings fifty thousand only) as last respect to the employee's next of Kin.
- 18.13.2 The employer shall place a coloured 8.5cm x 10 cm size death announcement once in one (1) of the national Daily Newspapers for the deceased member of staff.
- 18.13.3 The University may send two representatives from the Department concerned, Human Resource Department and Management Representative to attend the burial of the deceased employee.
- 18.13.4 The Vice-Chancellor may give a condolence speech to the family during the burial

occasion.

18.13.5 The University may provide transport subject to availability for members of staff willing to travel to the burial of an employee.

18.13.6 Members of staff will be informed by the Deputy Vice-Chancellor/AFD of a bereavement of a colleague through an internal memo.

#### **18.14 Death of a Parent/Guardian/Sibling**

18.14.1 The staff shall be granted personal leave in accordance with the University Leave Policy.

#### **18.15 Sports**

18.15.1 The University encourages employees to participate in sporting activities after work hours as a way of enriching employee wellness and networking. This provides for opportunities for employees to interact socially and enhance their sports talent, while increasing the visibility of the University.

#### **18.16 Underlying Principles**

18.16.1 All employees will be required to comply with this policy and regulations governing respective sporting disciplines.

18.16.2 Participation in tournaments is at the discretion of the University and may be withdrawn without notice.

18.16.3 The University may provide branded uniforms and equipment for various sporting disciplines. It shall be the responsibility of the employees and team captains to ensure safety of this equipment, any loss, damage or misuse shall be surcharged appropriately.

18.16.4 Employees will participate in sporting activities subject to University's operations not being disrupted.

18.16.5 Staff members shall be encouraged to take advantage of the facilities for physical fitness, sound health and social interaction.

18.16.6 There will be one Annual Sports Day event organized for staff members by the Games and Sports Department in collaboration with Administration Department.

#### **18.17 Responsibilities**

- i. The Dean of Students in liaison with Senior Games and Sports Officer will prepare Staff Sports Calendar.
- ii. The University Management Board will approve the Staff Sports Calendar and budget.



- iii. The Head of Human Resource will implement the calendar of sports activities within the approved budget.

## **18.18 The Employee**

18.18.1 All employees shall promote the corporate brand when participating in sports.

18.18.2 An employee will always be required to repair sports equipment provided by the University in good condition. In the event of negligence or wilful destruction, the employee will be subjected to disciplinary process and will be required to replace the damaged item.

## **SECTION 19: OFFICIAL COMMUNICATION**

### **19.1 Policy Statement**

- 19.1.1 The University is committed to open and timely communication, establishment and maintenance of clear and appropriate channels of communication across the whole range of its activities.
- 19.1.2 This Communication Policy is intended to establish sound principles of communication within the University and to ensure that employees and stakeholders understand the importance of the communication modes, format and channels.

### **19.2 General Guidance on Correspondences**

- 19.2.1 Both sides of the paper should be used and a reasonable margin should be left blank on the left hand side.
- 19.2.2 Enclosures, unless of exceptional importance, should be avoided whenever practical, and copies, not originals sent.
- 19.2.3 Enclosures in foreign languages should be accompanied by a translation.
- 19.2.4 Documents received in foreign languages should be referred to the Ministry of Foreign Affairs and International Trade for official translation, if necessary.
- 19.2.5 Great importance is attached to the expeditious treatment of all communication received by the University. Every communication requiring a response but which cannot be answered at once should be acknowledged promptly on receipt. The necessary consultations should then be finalized and appropriate reply dispatched in not more than seven (7) days unless it can genuinely be established that such consultations require a longer period.
- 19.2.6 When decisions of the University have to be conveyed to members of the public, they should be communication as the decisions of the University, and not as those of an individual employee.
- 19.2.7 An employee is not allowed to take extracts or make copies of minutes and correspondence for his own purpose, unless such correspondence is expressly addressed to the employee personally.
- 19.2.8 The use of courier services is encouraged, where available.
- 19.2.9 All external communication touching on matters of the University shall be through the Vice Chancellor.
- 19.2.10 All official external communication to the University should be addressed to:-

## **The Vice Chancellor**

Kibabii University

P.O. Box 1699 - 50200 Bungoma

Telephone: +254 2028660/0708 085934/0734 831729

Email: [enquiries@kibu.ac.ke](mailto:enquiries@kibu.ac.ke) or [vc@kibu.ac.ke](mailto:vc@kibu.ac.ke)

Website: [www.kibu.ac.ke](http://www.kibu.ac.ke)

- 19.2.11 All communication should have reference numbers for identification and control purposes.
- 19.2.12 Communication should be consistent, through the right channels and by the authorized persons.
- 19.2.13 The accepted modes of communication at the University include:- email, telephone, letters, circulars, memoranda (memos), publications, short message service (sms), social media (on general public awareness issues) and deliberations at meetings. The principle of “Need to Know” should be observed in such communications.
- 19.2.14 Indulgence by employees in communication sites and modes that are of no benefit to the University during working hours should be avoided.
- 19.2.15 Heads of Departments shall ensure the policy is implemented within their Departments, and Sections. They shall also ensure dissemination of relevant information to employees and relevant stakeholders.

## **19.3 Internal Communication**

- 19.3.1 The University shall use the following channels when communicating with members of staff:-
  - i. Internal memos/circulars/letters;
  - ii. Emails and Short Messaging Service (SMS); WhatsApp;
  - iii. Facebook;
  - iv. Telephone calls;
  - v. Notices;
  - vi. E-bulletins;
  - vii. Staff meetings;
  - viii. Internal newsletters/publications;
  - ix. Internet; and
  - x. Website.

## **19.4 Memos and Circulars**

- 19.4.1 With regards to memos and circulars, the following shall apply:-
  - i. All memos/letters/circulars should be done using relevant subject file and folioed accordingly;
  - ii. Internal memos shall be used for communication within the University;

- iii. Circulars shall be used for communication with external stakeholders to inform on policies and new developments;
- iv. Employees should be briefed on the contents of such memos/circulars through staff meetings, visible notices, internet, bulletins and internal publications;
- v. Circulars will be issued only by the Vice Chancellor;
- vi. The action and receiving employees should sign off the relevant files in use to allow for traceability; and
- vii. All correspondences should be channeled through the immediate supervisors.

## **19.5 External Communication**

19.5.1 External communication with the general public shall be through the Vice Chancellor and shall include the use of: -

- i. Print media-newspapers, periodicals, journals, magazines, circulars, letters, pamphlets, emails, brochures, fliers and posters;
- ii. Electronic Media-Radio, TV, Internet and Website;
- iii. Social Media- including social networks and group Short Message Service (SMS);
- iv. Spoken word comprising of formal presentations in meetings, seminars, conventions, conferences, workshops and speeches;
- v. Publicity posts; and
- vi. Other communication channels including exhibitions, displays and sponsorships.

## **19.6 Use of University Letterheads for personal issues**

19.6.1 The University letterhead shall not be used for personal issues.

## **19.7 Corporate Identity/Image**

19.7.1 With regards to corporate identity/image, the following shall apply: -

- i. The University shall maintain a recognizable and maintain consistence corporate identity throughout the offices, assets, publications and presentations;
- ii. Corporate identity is enhanced by the logo, letterhead and the corporate colors;
- iii. The University shall use its seal on documents as required by the law; and
- iv. The use of the corporate logo for private purposes is strictly prohibited.

## **19.8 Media Relations**

19.8.1 With regards to media relations, the following shall apply: -

- i. The University shall cultivate a positive relationship with the media to promote public awareness and understanding of its mandate, initiatives, service and activities; and
- ii. All communication with the media shall be approved by the Vice Chancellor, to ensure uniformity, accuracy and accountability.

## **19.9 Spokesperson**

19.9.1 The Vice Chancellor shall be the principal spokesperson of the University.

## **19.10 Complaints Management**

19.10.1 The University shall handle public complaints through the applicable channels and as per the Complaints Handling Policy, Whistle Blower Policy and Corporate Disclosure Policy. Clients/Customers are advised to address complaints or suggestions to the Vice Chancellor through the University's physical address, post, fax, telephone or e-mail address.

19.10.2 The University shall establish suggestion boxes, complaints/compliments register within the University's offices and prescribe regulations for the handling of complaints/compliments.

## **19.11 Telephone Facilities**

19.11.1 It is the University's policy to maintain an appropriate telephone strategy/technology that will facilitate operational excellence. Employees shall use telephone facilities in a prudent and wise manner and limit such usage to official purposes only.

19.11.2 The responsibility/accountability on the usage of telephone is vested on employees with mechanisms to check on excesses.

## **SECTION 20: SEPARATION AND TERMINAL BENEFITS**

### **20.1 Policy Statement**

- 20.1.1 The University is committed to ensuring a smooth exit of its employees. It shall ensure timeliness and effectiveness in processing of benefits due to an employee.

### **20.2 Forms of Exit**

- 20.2.1 An employee may exit the University under the following circumstances: -
- i. Resignation;
  - ii. Termination;
  - iii. Dismissal;
  - iv. Retirement; on the following grounds :-
    - a. on attainment of mandatory retirement age;
    - b. under the “50 Year Rule”;
    - c. on medical grounds;
    - d. on abolition/re-organization of office; and
    - e. death.
- 20.2.2 In cases of exit (except death), the Registrar Administration and Human Resource shall ensure that exit interviews are conducted.

### **20.3 Resignation**

- 20.3.1 Employees may resign voluntarily from the University by giving notice in writing as per the terms and conditions of service to the Vice Chancellor through the Deputy Vice Chancellor/Administration, Finance and Development or by paying equivalent salary in lieu of notice.
- 20.3.2 However, either side may terminate the employment without notice upon payment to the other party of the salary in lieu of notice.
- 20.3.3 An employee may not give notice of his intention to terminate employment while on any form of leave excluding a situation in which sick leave has been exhausted and it seems that the employee is unlikely to resume duties in the near future.
- 20.3.4 Upon resignation/ termination of service, an employees’ annual leave shall be calculated on a pro- rata basis until his last day of service. At the discretion of the Vice Chancellor, an employee may take his leave as part of the notice period required.
- 20.3.5 Any lapse in the work standards of an employee who has resigned and is serving the period of notice may result in the loss of outstanding benefits accrued including leave days earned.
- 20.3.6 Any employee wishing to resign should submit his resignation in writing to the Vice Chancellor stating the reasons for resignation and the effective date of resignation.

- 20.3.7 Employees who resign after providing adequate notice as explained above will be entitled to benefits, accrued leave, and pension/gratuity as may be applicable.
- 20.3.8 An employee who resigns will cease to belong to the University's medical scheme with effect from the date of resignation.
- 20.3.9 On resignation, an employee will be required to refund all outstanding monies/liabilities owed to the University. Any amount due to the employee may be withheld and applied towards any sums owed by him. If any liabilities are outstanding, the matter will be referred to the Vice Chancellor for legal redress.
- 20.3.10 The Vice Chancellor shall confirm acceptance of resignation in writing.

## **20.4 Termination of Contract**

- 20.4.1 The University reserves the right to terminate the contract of an employee for various causes including, but not limited to neglect of duty, misappropriation of assets or poor performance, at any time before the expiry of the contract period.
- 20.4.2 An employee whose contract is terminated shall be paid service gratuity on pro-rata basis.

## **20.5 Dismissal**

- 20.5.1 Dismissal refers to termination of appointment arising out of disciplinary proceedings.
- 20.5.2 An employee who is a member of the University's Pension Scheme shall on dismissal be eligible to terminal benefits as provided in the scheme.
- 20.5.3 An employee who is a member of NSSF shall be eligible for terminal benefits under the NSSF Act.

## **20.6 Retirement**

### **20.6.1 Mandatory Retirement Age**

- 20.6.1.1 Administrative Staff will be required to retire from the University on attaining the mandatory retirement age of Sixty (60). However, administrative staff registered as persons with disabilities will retire on attainment of sixty-five (65) years as provided by relevant Government regulations. For the Teaching Staff, the retirement age will be seventy (70) years or as guided by relevant Government regulations.

### **20.6.2 Retirement under "50 Year Rule"**

- 20.6.2.1 An employee, who attains the age of 50 years may decide to retire any time thereafter or may be required to retire by the University at any time thereafter.

- 20.6.2.2 An employee will normally be required to give one (1) month notice of his intention to retire under the “50 year” rule, and the University will normally give a similar period of notice to any employee to whom this provision is intended to apply.

## **20.7 Retirement on Medical Grounds**

- 20.7.1 Where it appears to the Vice Chancellor that an employee is unfit for continued service on medical grounds (or at the request of the employee), he shall forward the case to the Council to convene a Medical Board. The employee may thereafter, be retired on medical grounds.
- 20.7.2 On receipt of the recommendations of the Medical Board, retirement on medical grounds will be ratified by the Council.

## **20.8 Retirement on Abolition/Re-organization of Office**

- 20.8.1 An employee may be retired either on the abolition of the office he holds or upon the re-organization of the office for efficiency in service delivery. Such action shall be approved by the Council. Such an employee shall be paid benefits as per the Government regulations.

## **20.9 Death**

- 20.9.1 In the unfortunate event of an employee’s death, the legal beneficiary shall be paid accrued benefits in line with University’s Pension Scheme.
- 20.9.2 The termination of a deceased employee’s employment will be effective from the date of death.

## **20.10 Indemnity Certificate**

- 20.10.1 On processing of terminal benefits, the employee leaving the employment will be required to sign an Indemnity Certificate confirming that he has received his final dues and that there are no outstanding obligations on the part of the University.

## **20.11 Clearance Certificate**

- 20.11.1 Prior to the payment of final dues, all employees will be required to obtain a Clearance Certificate by the Vice Chancellor confirming that they have returned all assets belonging to the University.

## **20.12 Certificate of Service**

- 20.12.1 An employee leaving employment will be issued with a Certificate of Service in the form prescribed in the Employment Act, 2007.



## **20.13 Exit Interviews**

- 20.13.1 Where an employee resigns from the University voluntarily, an exit interview may be conducted.

## **20.14 Retirement Benefits**

- 20.14.1 The University shall operate a mandatory contributory Pension Scheme for pensionable employees.

## **20.15 Payment of Service Gratuity**

- 20.15.1 Employees appointed on contract terms will be eligible for service gratuity at the rate of 31% (or the prevailing rate) of their annual basic salary upon the expiry of their contract term. Service gratuity will be payable on pro-rata basis where the contract is terminated before the full period.

## APPROVAL

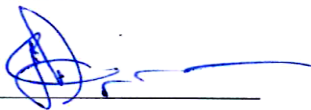
Title: Human Resource Policies and Procedures Manual

Contact: Deputy Vice Chancellor, Administration, Finance & Development

Approval Authority: The University Council

Commencement Date: 13<sup>th</sup> Day of December 2020

## SIGNED



Prof. Isaac Ipara Odeo  
Vice Chancellor/Secretary to the Council

Date

11/12/2020



Dr. Ernest Mwangi Njoroge  
Chairman of Council

Date

13/12/2020

110



Kibabii University ISO 9001:2015 Certified  
Knowledge for Development

110



Kibabii University ISO 9001:2015 Certified  
Knowledge for Development

## Appendix 1: Personal Data Form



### KIBABII UNIVERSITY

#### PERSONAL BIODATA

Name of Employee:.....

Name of Spouse:.....

Address:..... Tel No:.....

National I/D:..... P/Port No:.....

Expiry Date.....

NSSF No:..... NHIF No:..... PIN No:.....

---

#### IN CASE OF AN EMERGENCY PLEASE CONTACT:

Name:.....

Relationship:.....

Address:.....

Office Telephone: ..... Mobile: .....

---

#### Date Employed at KIBABII UNIVERSITY:

.....  
(Day: . Month: ..... Year)

Residential Address: .....

Estate/Location: House/Plot No: .....

Street: House Telephone No: .....

Private Post Office Address: .....



## Appendix 2: Letter of Appointment (Permanent & Pensionable)



### KIBABII UNIVERSITY

To: .....

P.O Box.....

Department of Deployment.....

#### LETTER OF APPOINTMENT (PERMANENT AND PENSIONABLE)

1. Subject to your acceptance of the terms of this letter you are hereby appointed on probation as..... to serve at KIBABII UNIVERSITY with effect from .....
2. The salary attached to your post University Grade....., is:
  - (a) Basic Pay Ksh.....
  - (b) House Allowance Kshs.....
  - (c) Other Allowances Kshs.....
3. Your incremental date will be .....
4. The period of probation is six (6) months, but this may be extended, or the appointment may be terminated before completion of that period.
5. Upon confirmation in your appointment, you will be eligible on retirement for retirement benefits in accordance with the Pensions Act.
6. You will be subject to all regulations for employees of Kibabii University, which are now in force or which may be promulgated from time to time.

.....  
DVC AFD

.....  
Date

I hereby accept the appointment subject to the terms of this letter

.....  
Employee

.....  
Date

### Appendix 3: Letter of Appointment (Contract Terms)



#### KIBABII UNIVERSITY

To: .....

P.O Box.....

Department of Deployment.....

#### LETTER OF APPOINTMENT (CONTRACT TERMS)

1. The contract period of probation is six (6) months, but this may be extended, or the appointment may be terminated before completion of that period.
2. Subject to your acceptance of the terms of this letter you are hereby appointed on probation as..... to serve at Kibabii University with effect from .....
3. The salary attached to your post University Grade....., is:
  - (a) Basic Pay Ksh.....
  - (b) House Allowance Kshs.....
  - (c) Other Allowances Kshs.....
4. Upon confirmation in your contract appointment, you will be eligible for service gratuity of 31% of basic pay subject to tax provisions upon expiry of your contract period.
5. You will be subject to all regulations for employees of KIBABII UNIVERSITY, which are now in force or which may be promulgated from time to time.

.....

.....

**DVC AFD**

**Date**

I hereby accept the appointment subject to the terms of this letter

.....

.....

**Employee**

**Date**



#### Appendix 4: Letter of Appointment (Casual Terms)



### KIBABII UNIVERSITY

**To:** .....

P.O Box.....

Department of Deployment.....

#### LETTER OF APPOINTMENT (CASUAL TERMS)

1. Subject to your acceptance of the terms of this letter you are hereby appointed as..... to serve at Kibabii University with effect from the .....
2. The fixed pay attached to your post is Ksh.....
3. You will be subject to all regulations for employees of Kibabii University, which are now in force or which may be promulgated from time to time.

.....

.....

**Head, Human Resource and Administration**

**Date**

I hereby accept the appointment subject to the terms of this letter

.....

.....

**Employee**

**Date**



**Kibabii University ISO 9001:2015 Certified**  
**Knowledge for Development**

## Appendix 5: Application for Employment Form



**KIBABII UNIVERSITY**

### APPLICATION FOR EMPLOYMENT FORM

Please complete this form in BLOCK letters as appropriate and submit to the Secretary, Kibabii University,

P.O.BOX 1699-50200 Bungoma, Kenya, or apply On-line via the University's Website at [www.kibu.ac.ke](http://www.kibu.ac.ke)

Vacancy/Post: ..... Vacancy No:

Department:



**Kibabii University ISO 9001:2015 Certified**  
**Knowledge for Development**

Name of applicant: ..... Title:

(Surname) First Name Other Name(s):

(Prof/Dr/Mr./Mrs./Miss/Ms/Rev)

Date of Birth: .....

(dd-mm-yyyy)

Gender: Male ☐ Female ☐

Nationality:.....ID.....

Passport No.....

Employment / PNo:.....

Address: Postal Code: .....

Home District: Division: Constituency: .....

Telephone: Mobile: E-mail address: .....

Alternative contact person: Telephone:

.....

Department:..... Station: .....

Present Substantive Post: ..... Job Grade:.....

Effective date:.....

(dd-mm-yyyy)

upgrading (if applicable) post:.....

Effective date:.....

(dd-mm-yyyy)

Terms of Service: ☐ Permanent & Pensionable ☐ Contract ☐ Casual

☐





#### 4. Applicants in Private/NGO/ Other Sectors

Current employer: Position held: .....

Effective date: .....

Salary (monthly) Ksh. ....

Indicate the language(s) you are proficient in:

.....

Do you suffer from any physical impairment?

Yes ☐ No ☐

If yes give details:.....

Have you ever been convicted of any criminal offences or a subject of probation order?

Yes ☐ No ☐

Have you ever been dismissed or otherwise removed from employment?

Yes ☐ No ☐

If Yes, State reason (s) for dismissal/removal.....

Effective date: .....

(dd-mm-yyyy)

Have you ever been interviewed by KIBABII UNIVERSITY before?

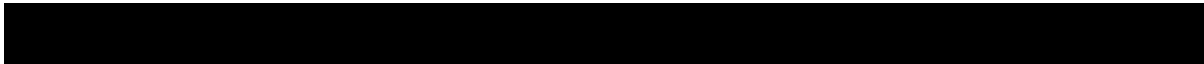
Yes ☐ No ☐



If Yes, State the Post: .....

Interview date:.....

*(Declaring the above information will not necessarily debar an applicant from employment in the Board. Each case will be considered on its own merit)*



Year		University/ UNIVERSITY/ School	Award/Attainment (e.g. Degree, Diploma, Certificate)	Courses (e.g. PhD, Msc, BA)	Subject (Econ, Math etc.)	Class/Grade	
From	To						



Year	Institution/ UNIVERSITY	Courses	Details



Year		Employer's Name	Position/Rank/Designation	Grade/Gross Monthly Salary (Ksh.)	
From	To				

9. Briefly state your current duties, responsibilities and assignments

.....

.....

.....

10. Please give details of your abilities, skills and experience which you consider are relevant to the position applied for. The information may include an outline of your most recent achievements and your reasons for applying

.....

.....

.....

*The names of distinguished persons should not be used unless they really know you well; the names of relatives or of those from whom you send testimonials should not be used. The names of members or staff of Kibabii University should also not be used.*

1. Full Name:.....

Address:.....

Telephone No..... E-mail address: .....

Occupation: .....

Period for which he/she has known you: .....

2. Full Name:.....

Address:.....

Telephone No:.....

E-mail address: .....

Occupation:.....

Period for which he/she has known you:.....

**Declaration:**

I hereby certify to the best of my knowledge that the particulars given on this form are correct and I understand that any incorrect information may lead to disqualification/legal action.

Date: .....

(dd-mm-yyyy)      Signature of the Applicant .....



## Appendix 6: Next of Kin Form



### KIBABII UNIVERSITY

#### NEXT OF KIN FORM

##### **PARTICULARS OF EMPLOYEE**

.....  
Surname First Name .....

.....  
Middle Name

Employment Number.....

Physical Address.....

Mobile Number.....

##### **PARTICULARS OF NEXT-OF-KIN**

Full Name.....

Relationship to employee.....

Physical Address.....

Mobile Number.....

##### **PARTICULARS OF ALTERNATE NEXT-OF-KIN** (in case the person named above can't be traced)

Full Name.....

Relationship to employee.....

Physical Address.....

Mobile Number.....

Signature of employee.....

Date.....



## Appendix 7: Nomination of Beneficiaries Form



**KIBABII UNIVERSITY**

### **NOMINATION OF BENEFICIARY (S) FORM**

Staff Name.....

National ID No.....

PF Number.....

#### **Nomination of Beneficiary (s)**

I hereby request you to pay all final /benefits due upon my demise while still in employment of Kibabii University to the under mentioned Nominated Beneficiaries in the proportions shown against each name:

S/No.	Name of Nominated Beneficiary(s)	Relationship to Staff	Last Known Address ;Telephone Number ;Postal & Email Address	Date of Birth of Nominated Beneficiary	Percentage of total Benefit to be paid to Each

I confirm that the information given above is true and has been issued without any alterations.

.....  
Staff Signature

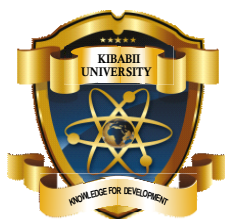
Date.....

..... PF NO/ ID No..... Date.....  
Witness Name/ Signature





## Appendix 8: Certificate of Service



**KIBABII UNIVERSITY**

### CERTIFICATE OF SERVICE

Name.....

Position held.....

Department.....

Reason for termination of engagement.....

.....

.....

Efficiency.....

This certificate has been issued without any erasure or alteration whatsoever.

Approved by.....

Date.....

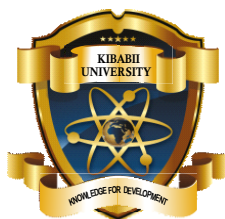
**DVC AFD**

ASSESSMENT: Efficiency and general conduct are assessed as “Very Good”, “Good”, “Fair” or “Indifferent”



**Kibabii University ISO 9001:2015 Certified**  
**Knowledge for Development**

## Appendix 9: Terms of Tenancy



**KIBABII UNIVERSITY**

### **TERMS OF TENANCY**

Employees in occupation of institutional houses (tenants) will be required to comply with the following terms of tenancy:

- (i) No tenant shall move from one institutional house to another without clearance and necessary authorization.
- (ii) All institutional houses shall be liable for inspection by an authorized official upon notice to the tenant.
- (iii) Unless otherwise authorized, the University will provide unfurnished premises.
- (iv) In case of furnish quarters, the University will take a complete inventory at the time of a changeover in tenancy. This will include the inspection of every item and the vacating tenant will be held responsible for the replacement or repair of all missing or damaged items, other than through normal wear and tear.
- (v) The Board of Trustee shall ensure that new items purchased to replace missing items are of comparable quality and of a similar nature to those replaced; and
- (vi) A tenant shall be held responsible for proper maintenance of fixtures including sinks, bathroom and lavatory fittings, windowpanes, light switches, etc. Repair and replacement costs incurred by the University will be borne by the tenant.
- (vii) A tenant will be held responsible for the proper maintenance of the Servant quarters, if provided, and shall not sublet the quarters.
- (viii) The University will insure the houses against fire. However, it will be the responsibility of the tenant to insure his belongings.
- (ix) Any complaints from the tenants regarding tenancy will be channeled to the DVC AFD for redress.
- (x) A tenant or an employee occupying an institutional house shall not alter or modify it in any manner without authority of the DVC AFD.



## Appendix 10: Annual Leave



### KIBABII UNIVERSITY

#### ANNUAL LEAVE FORM

Name .....

E/No .....

Designation .....

Date.....20.....

The DVC AFD

KIBABII UNIVERSITY

P.O Box 42422-00100,

NAIROBI.

Thro'.....  
.....  
.....

#### APPLICATION FOR ANNUAL LEAVE

(To be submitted at least 14 days before the leave is due to begin)

#### PART I

(To be completed by the applicant)



1. I wish to apply for .....days annual leave beginning on  
.....  
...  
The last leave taken by me was from ..... to .....
2. My leave address will be:  
.....  
.....  
...
3. During the period of leave my salary should:-  
(a) Continue to be paid into my bank account  
(b) Be paid at the following address:  
.....  
.....  
.....  
(c) Be included in the payroll of .....

\*Delete as applicable

4. I understand that I will require permission from the DVC AFD should I desire to spend leave outside Kenya in accordance with UNIVERSITY's Service Regulations

Date .....Signature of Applicant.....

## PART II

(To be completed by Head of Department)

5. Recommended. Arrangements will be made for the performance of the duties of the employee during his/her absence.

Not recommended for the following reasons:

.....  
.....



Department/UNIVERSITY.....Signed.....  
Date .....  
Designation.....

6. Leave allowance will be paid in accordance with prevailing regulations.

### Part III

To be completed by the DVC AFD(where applicable).

This application is approved

Signed ..... Date .....

.....

DVC AFD



## Appendix 11: Training Bond



### KIBABII UNIVERSITY

#### TRAINING BOND

Know all men by these presents that we (1) (Trainee's full name).....

of (full address).....

(Hereinafter referred to as Obligor) and (2) (1<sup>st</sup> surety)..... of  
.....and (3) (2<sup>nd</sup> Surety).....  
of.....(Hereinafter referred to as the sureties) are jointly and  
severally held and firmly bound unto the Kibabii University established under the  
UNIVERSITIES Act, 2012 hereinafter called the University in sum  
of..... of good and lawful money of Kenya to be paid  
to the said for which payment well and truly to be made we bind ourselves and each and  
every one of us jointly and severally for and in the whole, our heirs, executors, and  
administrators and every one of them firmly by these presents.

Dated this day.....Month.....Year.....

Now the above written obligation is conditioned to be void if the said sureties or any of them  
shall on demand pay forthwith to the said sum of..... together with  
any expenses which shall be incurred by the said in connection with Bond or if the trainee  
shall join the services of the University and remain therein for a minimum period of  
..... years commencing immediately after completion of the course specified in the  
Training Agreement.

---

Details of Course.....

Institution admitted to.....

Possible start date of course.....



Possible end date of course.....

SIGNED by the above bounded

Obligor.....

Trainee (Signature)

In the presence of:

(Witness).....

(Address of  
Witness).....

---

SIGNED by the above bounded First Surety.....

First Surety

In the presence of:

(Witness).....

(Address of  
Witness).....

---

SIGNED by the above bounded Second Surety.....

Second Surety

In the presence of:

(Witness).....

(Address of Witness).....

---

Name (Controlling Employee of Trainee).....

Designation:.....

Comments:.....

.....

Signature:..... Date:.....

Comments (Head of Department).....

.....

....

Signature: Date:.....

---

For Human Resources Department use only

Comments (Human Resource Employee).....

.....

Signature: ..... Date:.....

Application approved/not approved by Head of Human Resources Department

Signature: .....Date:.....





KIBABII UNIVERSITY – ISO 9001:2015 QUALITY MANAGEMENT SYSTEMS		
ISSUED FOR USE IN 2020	ANNUAL STAFF PERFORMANCE APPRAISAL FORM	REF: KIBU-ADM-F-010

## Appendix 12: Staff Performance Appraisal Form



KIBABII UNIVERSITY

## ANNUAL STAFF PERFORMANCE APPRAISAL FORM



2020



**Kibabii University ISO 9001:2015 Certified**

**OBJECTIVE:**

To assess employees' performance in the job comprehensively and objectively, with the help of full knowledge and understanding of the job description and requirements.

**Note:**

- i. The staff appraisal should reflect work output, achievement and display competencies over the review period.
- ii. The information in the Appraisal Report will be used in assessing staff training needs and determining their potential for promotion. It is therefore, important to provide accurate information about an employee/yourself.

**DEFINITION OF TERMS:**

**Appraisee:** Employee being assessed.

**Appraiser:** Employee's immediate supervisor.

**Countersigning Officer:** Appraiser's immediate supervisor.

The following will apply to all employees

1. The Staff Performance Appraisals (SPAS) will be used on all employees to manage their performance
2. The SPAS report will be completed by all officers employed by Kibabii University
3. The Appraisee and the supervisor will set Specific, Measurable, Achievable, Realistic, and Time bound (SMART) targets aligned to the Departmental/Directorate/ Division/ Section/Unit objectives as indicated in the annual work plan.
4. The appraisee will be provided with the resources required to achieve the targets stipulated in the appraisal form
5. The SPAS form shall be filled by the Appraisee and the supervisor.
6. The Appraisee and the Supervisor should read the SPAS guidelines prior to embarking on the actual appraisal.
7. Performance appraisal period will be **July to June** of every year by both Appraisee and Appraiser.

133



**Kibabii University ISO 9001:2015 Certified**  
**Knowledge for Development**

8. Mid-year Review of Staff Performance will be done **every December**. Mid-Year Performance Review is to accord both the supervisor and appraisee an opportunity to jointly review the progress made by the appraisee in accomplishing the assignments agreed upon.
9. The completed SPAS report shall be submitted to the Registrar (Administration and Human Resource) at the end of the appraisal period for deliberation by the respective committees and Performance Management Committee.
10. The Performance Management Committee Report shall be submitted to the University Management Board at the end of the Appraisal Period.
11. An appraisee whose performance is below 69% will be placed under Performance Improvement Plan.
12. Performance rating scores will be based on verifiable evidence. Where the Appraisee is not satisfied with the SPAS evaluation, he/she may appeal to the Deputy Vice Chancellor/AFD who shall constitute an Appeals Committee **within fourteen (14) days**.

The following rating shall be used to indicate the level of performance of the staff

Achievement of Performance Targets	Rating Scale
Achievement of 100 Marks	Excellent
Achievement between 85-99 Marks	Very Good
Achievement between 70-84 Marks	Good
Achievement between 55-69 Marks	Fair
Achievement between 0-54 Marks	Poor

## SECTIONS OF THE APPRAISAL FORM

### PART 1 PERSONAL DATA

This part shall be fully completed by the appraisee to provide personal details and employment record.

### PART 2 PERFORMANCE EVALUATION

In this part, the appraisee and appraiser shall jointly discuss the appraisee's performance in terms of departmental/divisional objectives, signed performance targets, agreed work targets, output and expected results. It will also assess the skills and competencies exhibited. This part is divided into 6 Sections:

**Parts 2A:** Evaluation of appraisee's performance accounting for 70 Marks of the overall rating.

**Part 2B:** Evaluation of appraisee's Core attributes using balanced score card in line with the University's Core values accounting for 30 marks of the overall rating.

### PART 3: OVERALL RATING

- i. The scores in Part 2A and Part 2B will be summarized in this section.
- ii. The agreed total marks between the appraisee and appraiser shall constitute the actual score of the appraisee.
- iii. In case of any issues/differences arising out of the overall rating, they should be directed to the Deputy Vice Chancellor/AFD.



**PART 4: TRAINING NEEDS AND DEVELOPMENT**

- i. The appraisee will note the specific performance gaps that if addressed will improve their output and competencies.
- ii. The appraiser will discuss any performance gaps with the appraisee and then propose the training interventions required.

**PART 5: COMMENTS BY THE SUPERVISOR**

The appraisee's supervisor will make general comments on employee's performance.

**PART 6: COMMENTS BY THE COUNTERSIGNING OFFICER**

The countersigning officer will be required to validate the performance appraisal.



## PART 1 – BIODATA/ PERSONAL PARTICULARS (To be completed by the appraisee)

This section shall be completed by the member of staff being appraised, who shall provide Bio data and a summary of their job description, qualifications and technical skills. This section shall carry no weight.

Performance Appraisal Period: From:.....To:.....

Personal File Number:.....

Full Names:.....

Date of First Appointment:.....

Date of Appointment to Current Position:.....

Designation:.....

Terms of Service:.....

Job Group/Scale:.....

Acting Appointment/Special Duty (if any):.....

Faculty.....

Department:.....

Section/Unit:.....

Supervisor's Name:.....

Designation:....

## PART 2 – PERFORMANCE EVALUATION

(To be completed by both the appraisee and the appraiser)

### AGREED TARGETS AS PER THE SIGNED PERFORMANCE TARGETS

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

### PERFORMANCE AGAINST AGREED TARGETS

Using a rating scale where 5 = Excellent, 4= Very Good, 3= Good, 2 = Fair, 1= Poor, assess your level of performance against **FIVE** key assignments/targets agreed upon at the beginning of the Appraisal period.

Grade	Description	Rating Scale (5-1)
Excellent	Fully met and often exceeded expectations	5



<b>Very Good</b>	Fully met expectations	4
<b>Good</b>	Met most expectations	3
<b>Fair</b>	Met some expectations	2
<b>Poor</b>	Did not meet expectations	1

Convert the Marks to 70 Marks for example, if a staff scores 20 Marks, then  $20/25 * 70 = 56$  Marks)

**PART 2A: EVALUATION OF APPRAISEE'S PERFORMANCE (1<sup>ST</sup> JULY \_\_\_\_\_ TO 30<sup>TH</sup> JUNE \_\_\_\_\_)**

**70 marks**

S/No .	Agreed Target	Mid-year Achievements	Appraiser rating Scale (5-1)	Key Performance Indicator (Annual Review)	Appraiser rating Scale (5-1)	Key Performance Indicator (Annual Review)
			Annual Review		Annual Review	
1.						
2.						
3.						
4.						
5.						
	<b>TOTAL (25 Marks)</b>					

**PART 2 B: CORE ATTRIBUTES – 30 marks**

Rate the appraisee's performance on each of the following areas using the rating scale indicated.

Using a rating scale where 5 = Excellent, 4= Very Good, 3= Good, 2= Fair, 1= Poor, assess the level of performance against the core attributes in line with the University's Core values.

Grade	Description	Rating Scale (5-1)
<b>Excellent</b>	Fully met and often exceeded expectations	5
<b>Very Good</b>	Fully met expectations	4
<b>Good</b>	Met most expectations	3
<b>Fair</b>	Met some expectations	2
<b>Poor</b>	Did not meet expectations	1

Attribute	Mid- Year	Appraisee	Justification	Appraiser	Justification
-----------	-----------	-----------	---------------	-----------	---------------

137



**Kibabii University ISO 9001:2015 Certified**  
**Knowledge for Development**

	Review Achievements	rating (Scale 5-1)		rating Scale (5-1)	
		Annual Review		Annual Review	
<b>INTERNAL BUSINESS:</b> <b>Excellence in Internal Quality Systems:</b> <b>For Example:</b> <ol style="list-style-type: none"> <li>1. Employee adheres to University Policies Procedures and regulations(knowledgeable of and compliant with University policies and procedures)</li> <li>2. Time Management &amp; Integrity (punctuality and commitment to work, honesty, moral and ethical Standards)</li> <li>3. Team work (handling work relationships; ability to work in a team; sharing new information with colleagues, considers other people's opinion, resolves conflicts in a team)</li> </ol>					
<b>FINANCES:</b> <ol style="list-style-type: none"> <li>1. Measures taken by the appraiser to increase revenue in the Faculty/ Department e.g. consultancy assignments, grants won etc</li> <li>2. Measures to reduce costs/ Maximize cost savings</li> <li>3. Efficient Resource management (optimal use of resources) (Quantify the measures taken i.e. specify the amount generated/saved by the employee)</li> </ol>					
<b>CREATIVITY AND INNOVATION:</b> <ol style="list-style-type: none"> <li>1. Ability to introduce new ideas and approaches to enable efficient service delivery e.g. Improvement to policies/practices, Improvement to programme design, re-organizing work to</li> </ol>					

<p>increase effectiveness</p> <p>2. Effective Technology use in their work</p> <p>3. Develops successful processes or programs that may be applicable to other Faculties/Departments</p> <p>4. Innovative and entrepreneurial culture</p> <p>5. Exhibits creativity and flexibility in solving problems.</p>					
<p><b>SOCIAL RESPONSIBILITY:</b></p> <p>1. The manner in which the appraiser participates in community welfare/work related to specialization activities.</p> <p>2. The manner in which the appraiser participates in events that demonstrate personal involvement to enhance the image of the University</p>					
<p><b>CUSTOMER FOCUS:</b></p> <p>1. Solicits and encourages feedback from customers/students/staff and addresses it</p> <p>2. Helps build reputation for the institution</p> <p>3. Addresses and acts on customer complaints</p> <p>4. Helps initiate a marketing and promotional activity that increases customer niche/base.</p> <p>5. Initiates good public relations with industry</p>					
<p><b>PROFESSIONALISM AND ATTITUDE TOWARDS WORK</b></p> <p>1. The manner in which the employee applies skills, knowledge, competencies and meets the standards needed for the job</p> <p>2. Has ability to work without close supervision</p> <p>3. Abides by the University rules and regulations.</p>					
<b>TOTAL (30 MARKS)</b>					



### PART 3: OVERALL RATING

S/No.	Description	Marks
1.	Appraisee marks (Out of 100 Marks)	
2.	Appraiser marks (Out of 100 Marks)	
3.	<b>Agreed Marks (Between Appraiser and Appraisee)</b>	
<b>Notes on rating scale and description</b>		
	<b>Score</b>	<b>Rating</b>
	100 Marks	Excellent
	85-99 Marks	Very Good
	70–84 Marks	Good
	55–69 Marks	Fair
	0 – 54 Marks	Poor
	**Insufficient Knowledge to Judge/Not graded. - Officer newly employed/deployed for less than three months An objective assessment cannot take place as the officer is new to the role and has not had the opportunity to display their skills in this role. This should only apply if the employee has been in the role for less than three months.	
100 Marks - Excellent	<b>Fully met and often exceeded expectations</b> The appraisee's performance met the job requirements and often excelled in some of the most difficult and complex assignments. The officer takes initiative in development and implementation of challenging work goals; possesses the know-how to adapt to change in the work environment, usually with a minimum supervision/guidance.	
85-89 Marks Very Good	<b>Fully met expectations</b> Performance was as expected in the assigned position. The appraisee consistently met job requirements in terms of work quality, productivity and commitment.	
70 – 84 Marks Good	<b>Met most expectations</b> The appraisee met most job requirements in terms of work responsibilities but improvement is required in certain areas.	
55 – 69 Marks Fair	<b>Met some expectations</b> The appraisee's Performance was marginal and did not meet some job requirements. The appraisee is not ripe for any additional responsibilities and requires significant effort in coaching and mentoring.	
0 – 54 Marks Poor	<b>Did not meet expectations</b> The appraisee failed to meet minimum acceptable standards of the job requirements with respect to agreed duties and responsibilities. He/she requires immediate remedial action. (The counter signing officer should specify plan for remedial - Performance Improvement Plan /corrective action in writing in Part 5 of this report).	

**PART 4: TRAINING NEEDS AND DEVELOPMENT PLAN (To be completed by the Appraiser and the Appraisee)**

List specific performance gaps that require to be addressed through training. Recommend relevant training to correct the identified performance gaps.

PERFORMANCE GAPS	
APPRAISEE	APPRAISER
RECOMMENDED TRAINING (BY APPRAISER)	

**PART 5: COMMENTS BY THE APPRAISER**

- (i) Supervisor's Comments on appraisee's performance at the end of the year including any factors that hindered performance (Please indicate if the appraise requires to be put on a performance improvement plan/programme. If so, indicate type)

---

---

---

**List the Appraisee's Main Strengths**

---

---

---

**PART 6: GENERAL COMMENTS ON PERFORMANCE BY COUNTERSIGNING OFFICER**

---

---

Appraisee

Name: \_\_\_\_\_ Designation \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**Appraiser**

**Name:** \_\_\_\_\_ **Designation** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Countersigning Officer**

**Name:** \_\_\_\_\_ **Designation** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



## Appendix 13: Grievance Form



### KIBABII UNIVERSITY

#### GRIEVANCE FORM

Employee's Full Name	P/No.	Designation & Grade
Department	Section	
-----	-----	
Office Tel. No.	Official E- mail Address	Mobile Telephone No.
-----	-----	-----

Stage I

Grievance Statement/Issues

(Use attachments if necessary):

.....

...

.....

.....

.....

...

.....

...

Submitted to:

Name: ..... Head/Employee in Charge: .....

Dept/Section.....

143



**Kibabii University ISO 9001:2015 Certified**  
**Knowledge for Development**

Date .....

Date

Received:.....  
.....

Response/Action taken:.....

Respondent's Name .....

Designation.....

Signature: .....Date.....

Employee's response

☐

I conclude my grievance and am returning the form to the Human Resource Office

☐

I request that my grievance be taken to the next stage.

Signature: .....Date .....

Stage II

Submitted to:

Name: .....

Deputy DVC AFD(Administration & Finance)

Date: .....

Date Received: .....

Response/Action taken:

Respondent's Name ..... Designation .....

Signature: ..... Date .....

Employee's Response

☐

I have documented my grievance and am returning the form to the Human Resource Office

☐

I request that my grievance be taken to the next stage

Stage III

Submitted to the DVC AFD

Date Received.....

Action taken/ Comments & instructions:-

.....  
.....  
.....

Employee's Response:

.....

.....  
.....  
I have been informed of the DVC AFD decision.

Signed ..... Date .....

