



# **KENYA MEDICAL TRAINING COLLEGE**

## **HUMAN RESOURCE POLICIES AND PROCEDURE MANUAL**

**OCTOBER 2012**

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## **Preface**

I am pleased to release for use this HR Manual which is intended to guide and facilitate speedy and proper handling of HR matters. The College will undertake to update the HR Manual when necessary so as to be in line with prevailing government policies and guidelines.

The strategic vision of KMTC is to be a model institution in the training and development of competent multidisciplinary health professionals. To attain this vision, KMTC must pursue a diverse range of initiatives and build a sustainable institutional capacity for efficient and effective service delivery. This calls not only for an institutional framework to guide the process but for readily available operating standards.

As a measure of improving governance systems and developing a framework for enhanced service delivery, KMTC has designed this HR Manual to guide in the management of its key resource, the people who work for the College. Given the highly competitive labour market and the turbulence associated with it, it is imperative that the College is fully equipped to attract and retain high caliber staff. A human resource management policy is vital for any organization since it helps in resolving human resource issues and in finding solutions which are fair and objective. It is even more crucial in the current status where the College has distinct legal obligations and responsibilities.

This HR Manual is intended to inform, guide and generally provide an objective way of handling issues between the college and employees. It details the processes of or that lead to attraction, motivation, retention or exit of staff from the College. It is expected that with the HR Manual in place, many routine decisions and transactions will proceed with minimal encumbrance.

Members of Staff are encouraged to familiarize themselves with the contents of the HR Manual so as to ensure proper and harmonious working conditions and environment.

Dr. C. Olang'o Onudi

**DIRECTOR - KENYA MEDICAL TRAINING COLLEGE**

## **Foreword**

This HR Manual has been developed to guide in the management of staff to contribute to the success of the College. In order for the College to play its role and enhance timely and cost effective service delivery, this manual will assist to ensure sustainable changes in the recruitment and utilization of human resource for improved service delivery.

To continue being efficient, the college requires a high degree of professionalism, continuous capacity building, competitive remuneration and conducive working environment. This Manual will assist to ensure that recruitment, deployment/redeployment and promotions is based on meritocracy. In addition, budgetary resources will be re-directed towards improved staff performance. Performance management is an area which needs to be given keen attention to monitor and improve efficient and effective service delivery.

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

The strategies outlined in this manual aims at recruiting personnel on the basis of knowledge, skills, experience and improving succession management. The manual emphasizes demand driven and cost effective training that responds to service delivery.

The implementation of the various measures in this manual will go a long way in ensuring achievement of the strategic objectives and goals of the College.

Hon. Joe Donde  
**Ag. Chairman, Board of Management**  
**Kenya Medical Training College**

## **Acknowledgements**

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## Definition of Terms

The terms in subsequent sub-paragraphs will have meaning specifically assigned to them as follows:-

Basic Salary	-	the pay of an employee including wages but excluding all other forms of allowances
Board	-	Board of Management appointed under Section 9 (1) of the KMTC Act, Chapter 261 of the Laws of Kenya
Career	-	an employee's line of work or service involving continuity over a long period of his working life
CBA	-	Collective Bargaining Agreement signed between the Director on behalf of the Board and the Union on behalf of unionized employees of the College.
Child	-	refers to a child of an employee who is below 22 years or 25 years if in fulltime school attendance, unmarried and wholly or mainly dependent on the employee and includes employees legally adopted child and/or incapacitated child of any age.
College	-	means Kenya Medical Training College established under Section 3 of KMTC Act, Chapter 261 of the Laws of Kenya.
Director	-	Chief Executive Officer of Kenya Medical Training College.
Employee	-	a person in the employment of Kenya Medical Training College.
Gross Salary	-	pay of any employee including all allowances.
Extended Family	-	includes the employee, spouse, children and parents of the employee.
Financial Year	-	a period from 1st July to 30th June of the following year.
Leave	-	a period of authorized absence from duty, paid or unpaid for, and include, but not limited to, absences as annual leave, maternity leave, sick leave and compassionate leave.
Next of Kin	-	the person whose name has been provided by the employee for the purpose of contact during emergency or in case of death.
Nuclear Family	-	an employee's spouse and children who are unmarried living with and wholly dependent on him and who have not attained the age of 22 years or 25 years if in fulltime school attendance.

- Academic Staff - consist of the Director, Deputy Directors, the Librarian and all members of staff who are engaged in teaching or research.
- Administrative Staff - consists of a finance officer and such other staff not being engaged in teaching or research, as the Board may from time to time determine.
- Officer - an employee unless otherwise stated or implied.
- Spouse - the legal married partner of an employee specified under the Marriage Act or in accordance with the relevant Customary Law.
- Station - the place where an employee is required to report for duty regularly
- Union - a registered union recognized by the Board

## **ABBREVIATIONS AND ACRONYMS**

KMTC	Kenya Medical Training College
IPPD	Integrated Payroll and Personnel Database
TNA	Training Needs Assessment
SAGA	Semi Autonomous Authority Agency
AIDS	Acquired Immune Deficiency Syndrome
A.I.E.	Authority to Incur Expenditure
COR	Code of Regulations
ERS	Economic Recovery Strategy
HIV	Human Immuno-deficiency Virus
HR	Human Resource
HRD	Human Resource Development
HRM	Human Resource Management
HRTAC	Human Resource Training and Advisory Committee
ICT	Information Communication Technology
IFMIS	Integrated Financial Management Information System
M&E	Monitoring and Evaluation
MTEF	Medium-Term Expenditure Framework
PR	Public Relations
PSC	Parliamentary Service Commission
PSC(K)	Public Service Commission of Kenya
RBM	Results-Based Management
SACCO	Savings and Credit Co-operative Society
V.A.T	Value Added Tax



# CHAPTER I: INTRODUCTION

## 1.0 Background

1.1 The Kenya Medical Training College (KMTC) is a government Institution that was established as a body corporate by an Act of Parliament Cap 261, Laws of Kenya, to train and develop middle level health professionals with qualifications in a variety of Health and Medical disciplines, who make up above 80% of co-medical and health workers.

## 1.2 KMTC Corporate Organizational Structure

The supreme organ of the College is the Board of Management which comprises of a Chairman, Vice-Chairman, Treasurer and other sixteen (16) members representing various interest groups such as Government Ministries/Departments, KMTC constituent medical training centres and the Public. The Board shall be responsible for governance of the College.

The appointment of the members of the Board shall be as provided for in the KMTC Act Cap. 261 of the Laws of Kenya.

To execute its mandate the College is organized into two (2) departments namely Academic and Finance & Administration. *(The KMTC organizational structure is as depicted in Appendix I)*

## 1.3 Functions of the Board

Subject to the KMTC Act and without prejudice to any written law, trust, deed or other instruments, or power by or under which a constituent training centre is established, the government, control and administration of the College shall be vested in the Board of Management. The Board shall have power:

- (a) To administer the property and funds of the College, other than property and funds of a constituent training centre, in a manner and for purposes which shall promote the best interest of the college; but the Board of Management shall not change or dispose of immovable property of the college except in accordance with the procedures laid down by the State Corporations Advisory Committee established under the State Corporations Act.
- (b) To receive on behalf of the College or a constituent training centre, gifts, donations, grants or other monies and to make disbursements, there-from to the constituent training centres or other bodies or persons.
- (c) With the approval of the Minister, to determine the scales of fees payable by or in respect of students at the college and to prescribe the conditions under which fees will be remitted in whole or in part.
- (d) To provide for the welfare of the students of the college.
- (e) To enter into associations with universities, other colleges and other institutions of learning whether within Kenya or otherwise, as the Board of Management may deem necessary and appropriate.

- (f) To make, after consultations with the Academic Board, regulations governing the conduct or discipline of the students of the college.

#### **1.4 Committees of the Board**

1. Establishment Committee
2. Finance and Development Committee
3. Audit and Risk Management Committee
4. Standards and Ethics Committee
5. Building Committee
6. Sealing Committee

#### **1.5 Powers of the Director**

The Director shall be responsible for the day to day direction of the operations of the College, implementation of decisions of the Board and for administration, organization and control of all the employees and assets of the College.

#### **1.6 Management Committees**

To ensure that KMTC is effective and efficient, various Management Committees have been set up as appropriate as follows:

- (i) Academic Board
- (ii) Management Executive Committee
- (iii) Housing and Staff Welfare Committee
- (iv) Quality Assurance Committee
- (v) College Bursary Committee
- (vi) Corruption Prevention Committee
- (vii) Public Complaints Committee
- (viii) Gender and Disability Mainstreaming Committee
- (ix) Collaboration Coordinating Committee
- (x) Planning & Budget Committee
- (xi) Human Resource Advisory and Training Committee
- (xii) Research and Ethics Committee
- (xiii) Graduation Committee
- (xiv) Curriculum Development and Review Committee
- (xv) Student Welfare and Disciplinary Committee
- (xvi) Library Committee
- (xvii) Project Management / Maintenance Committee
- (xviii) Health and Safety Committee
- (xix) Performance Management Committee
- (xx) Tender Committee
- (xxi) Procurement Committee
- (xxii) Inspection and Acceptance Committee
- (xxiii) Disposal Committee

## **1.7 Mandate of the College**

The Kenya Medical Training College is mandated to:

- (a) Provide facilities for college education for national health manpower requirements, in addition to facilities provided by universities, other colleges, schools or institutions.
- (b) Play an effective role in the development and expansion opportunities for Kenyans wishing to continue with their education in the disciplines approved by the Academic Board.
- (c) Provide consultancy services in health related areas.
- (d) Develop health trainers who can effectively teach, conduct operational research, develop relevant and usable health learning materials, and manage health training institutions.
- (e) Conduct examinations for and to grant diplomas, certificates and other awards of the college.
- (f) Determine who may teach and what may be taught and how it may be taught in the College.
- (g) Examine and make proposals for the establishment of constituent training centres and faculties

## **1.8 Vision**

The vision of KMTC is:

“To be a model institution in the training and development of competent multidisciplinary health professionals.”

## **1.9 Mission**

The mission of KMTC is:

“To provide quality training and development of competent multidisciplinary health professionals.”

## **1.10 Core Values**

The Kenya Medical Training College commits itself to be guided by the following values:

- (i) Responsible corporate citizenship
- (ii) Integrity and Ethics
- (iii) Student recognition
- (iv) Staff recognition
- (v) Responsiveness
- (vi) Professionalism
- (vii) Innovation

- (viii) Teamwork
- (ix) Quality

## **1.11 Strategic Considerations**

- 1.11.1 The strategic vision of KMTC is to be a model institution in the training and development of competent multidisciplinary health professionals while its mission is to provide quality training and development of competent multidisciplinary health professionals.
- 1.11.2 KMTC operates in an environment where public/private partnership is crucial for the success of organizational objectives. Given the inevitable turbulence in such environment, it is imperative that the College attracts and retains high caliber staff that is able to understand the College's niche and workout strategies to ensure sustained competitiveness.
- 1.11.3 The public sector reforms initiated by the Government call for wide-ranging initiatives aimed at institutional capacity building for sustainable, efficient and effective service delivery by public sector agencies. One of the key reform agenda is the introduction of performance contracting. As a measure of improving governance system and developing a framework for enhanced service delivery, KMTC has designed HR Manual to guide the management of its key resource; the people who work for the College.

## **1.12 Human Resource Management**

- 1.12.1 Human resource management policies are vital for any organization because they help in resolving human resource management issues and finding human resource solutions which provide employees with professional human resource advice, solutions, job description and evaluation.
- 1.12.2 An effective management of human resource helps in the optimal utilization of the organizations' resources. While the human resources available to management in an organization are only part of resources which must be coordinated, it is through the use of human capital that other resources are utilized for attainment of organizational objectives. Consequently, the motivation of human effort is a central responsibility of management at all levels.
- 1.12.3 The rationale for developing the HR Manual is to ensure that; employees are aware of human resource management policies which conform to current regulations, procedures and methods; and put in place the processes of attraction, selection, motivation and retention through training and career development.

### **1.13 Objectives of HR Policies**

The objectives of the HR Policies are to:

- a) Create a smooth and industrious society where output can be achieved at an increasing pace.
- b) Set out ways and means of motivating employees.
- c) Develop and manage staff in order to contribute to the success of the organization.
- d) Provide clear guidelines for selection, recruitment and placement of workers into the respective departments.
- e) Provide guidelines for staff appraisal.

### **1.14 The Human Resource Manual**

1.14.1 There are many reasons why an organization needs a Human Resource (HR) Manual, among which the most important is that it is used to carry out its mission, meet its organizational goals and provide services.

1.14.2 The change in status of Kenya Medical Training College to a Semi Autonomous Government Agency (SAGA) necessitated the need to develop a HR HR Manual to enable iteffectively manage its employees.

1.14.3 The HR Manual provides guidelines on employee Code of Conduct, Salaries, Allowances and Other Benefits, Official Transport, Leave, Training and Staff Development, Performance Management, Exit from the College Service, and Other Service Benefits. The management of employees is to ensure that they and the College are performing at maximum capability in a highly fulfilling manner.

1.14.4 This HR Manual is intended to guide the College in defining proper individual and group behavior and assuring that laws and policies are understood and followed. Putting valid Human Resource policies on paper clearly and accurately is crucial for successful employee relations. Written policies also help if legal situations arise.

1.14.5 The College is an “Equal Opportunity Employer” and all employees are treated fairly and equitably across a variety of employment issues. All employees are encouraged to ensure that a positive ethical culture exists in the College, and that the organizational culture in the College is maintained at all times. This has to start at the top and cascade down to all levels, so that every one in the College knows that the workplace must be kept safe and discrimination will not be tolerated.

## **CHAPTER II: TERMS AND CONDITIONS OF SERVICE**

### **2.0 GENERAL PROVISIONS**

#### **2.1 Policy Statement**

- 2.1.1 It is the Policy of the College that the HR Manual containing the Terms and Conditions of Service and other details is developed and implemented, within the provisions of the State Corporations Act (Cap 446), Section 5(3), which states that; “A State Corporation may engage and employ such number of staff, including the Director, on such terms and conditions of service as the Minister may, in consultation with the Board”
- 2.1.2 All appointments made under these terms shall be made by the Board, and members of staff so appointed shall be subject to the general authority of the Director on behalf of the Board.
- 2.1.3 This HR Manual shall apply to all employees of the College and where relevant to Board of Management Members. The College is an equal opportunity employer.

#### **2.2 Authority**

- 2.2.1 These Terms and Conditions of Service are governed by the Kenya Medical Training College Act, Chapter 261 of the Laws of Kenya and are managed by the College Board of Management (hereinafter called the Board).
- 2.2.2 Unless otherwise expressly provided either in the Terms and Conditions of Service, or unless the context otherwise requires, all employees of the College shall be required to observe the provisions of these Terms and Conditions of Service.
- 2.2.3 All employees are also subject to relevant provisions of other regulations, rules and instructions as may be issued by the Director or other authorities empowered to do so.

#### **2.3 Amendments**

- 2.3.1 The Terms and Conditions of Service may be amended from time to time by the Board and such changes will be communicated by separate notice.
- 2.3.2 All instructions issued which affect or change any of these Regulations must be retained in original form as an addition until the relevant section of the Regulation is amended.

#### **2.4 Interpretation**

- 2.4.1 The interpretation of the Terms and Conditions of Service shall rest with the Director subject to the right of appeal to the Board. The Director may also seek guidance from the Board or any relevant Government agency on any matter that may not be covered by these Regulations.
- 2.4.2 Unless otherwise stated or implied, words in the masculine gender include the feminine gender, words in the plural include the singular and words in the singular include the plural.

- 2.4.3 Except as may be otherwise provided, powers exercised by any category of officer under these Terms and Conditions of Service may also be exercised by a superior officer.
- 2.4.4 The administration of this HR Manual shall rest with the Director or as directed by the Board of Management and supersedes any previous guidelines on HR.

## **2.5 Delegation**

- 2.5.1 The Board may delegate any of its functions and powers under these Terms and Conditions of Service to the Director.
- 2.5.2 The Director may delegate any of his/her duties and powers under these Terms and Conditions of Service to any employee or committee of the College.
- 2.5.3 The Board may employ such other employees, staff or agents, as it deems necessary for the discharge of its functions and duties.

## **2.6 Appointments**

- 2.6.1 It is the policy of the College that powers to appoint persons to hold or act in any office in the College is vested in the Board, which may delegate some of these powers to the Director.
- 2.6.2 The College shall employ and retain qualified and experienced personnel to carry out the functions of the organization and shall ensure that the employees derive satisfaction from employment by offering competitive remuneration, good working conditions, job security and opportunities for advancement.
- 2.6.3 All vacancies within the College shall normally be advertised. During selection, there shall be no preference or prejudicial treatment on the basis of a candidate's ethnic background, gender, disability, religion, etc.
- 2.6.4 The College shall strive to maintain reputation as a good employer both internally and externally by upholding the principles of justice, fairness and impartiality.
- 2.6.5 The College shall be an equal opportunity employer.

## **2.7 Policy on Selection for First Appointment**

- 2.7.1 It is the policy of the College to attract and recruit individuals who are qualified by job related standards of education, vocational training, experience or who can be trained to perform work in a manner that will contribute to the attainment of the objectives of the College.

- 2.7.2 In making selection for appointment, preference will be given to qualified and suitable Kenyan citizens. Information concerning an applicant's general background and/or previous employment will be verified at this point.
- 2.7.3 Where no qualified and suitable Kenya citizen is available, the vacancy may be filled, for a limited period by appointment on contract, by a non-citizen. The length of such engagement will be fixed having regard to the possibility of obtaining a suitable candidate who is a Kenya citizen.
- 2.7.4 Secondment of staff to, or from, the College may be made in accordance with the existing Government regulations.
- 2.7.5 Appointments in all cases shall be made in accordance with the existing Job Descriptions and Specifications of the College for various cadres of staff in their respective fields of employment. For the purposes of appointments, Career Progression Guidelines, specifically formulated for the College shall form an integral part of the Terms and Conditions of Service.

## **2.8 Categories of Appointments**

Employees will be appointed on either of the following categories:-

- (i) Permanent Appointment
- (ii) Contract Appointment
- (iii) Temporary Appointment
- (iv) Casual Employment

### **2.8.1 Permanent Appointment**

- 2.8.1.1 Permanent Appointment applies to employees who on successful completion of their probationary period are eligible to join the College's Staff Pension Scheme.
- 2.8.1.2 Appointment to these terms shall be restricted to candidates below the age of fifty (50) years for Administrative staff and fifty five (55) years for Academic staff.

### **2.8.2 Appointment on Contract**

- 2.8.2.1 Appointment on contract terms shall apply to employees appointed to undertake assignments within a specific time period.
- 2.8.2.2 Appointments on contract will normally be awarded for a minimum period of one (1) year and a maximum period of five (5) years and may be renewed once at the discretion of the Board acting on the advice of the Director.
- 2.8.2.3 An employee serving on contract terms of service shall be subject to the Terms and Conditions of Service and shall be eligible for payment of service gratuity at the rate of 31% of his basic salary over the period worked. Where an employee shall not complete the period of contract, he shall be paid service gratuity on a pro-rata basis.



2.8.2.4 The Director shall be appointed by the Minister responsible for Medical Services in consultation with the Board on contract terms of service of upto a maximum of a five (5) year period. The contract may be renewable once on the basis of performance.

2.8.2.5 Appointment on Contract Terms shall apply to vacancies that cannot be filled on pensionable terms, or where suitable candidate is over fifty (50) years of age for non academic staff and fifty five (55) years for academic staff.

### **2.8.3 Temporary Appointment**

2.8.3.1 Appointment on Temporary Terms will apply to cases where the services of an employee would normally not be required beyond a period of twelve (12) months; or where a candidate does not qualify for appointment to the particular vacancy other than on Temporary Terms under the Service Regulations; or where the establishment is of a temporary nature.

2.8.3.2 An employee serving on temporary terms shall not be entitled to service gratuity.

#### **2.8.3.3 Casual Employment**

2.8.3.4 Casual employees are engaged on a day to day basis and should be paid their wages at the end of each day. Such engagement may be for a specified period of time and in any case not exceeding three (3) consecutive months.

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

2.8.3.6 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 Government from time to time. Due care should be taken to avoid hiring the same casual workers repeatedly to avoid breaching existing Labour Laws.

## **2.9 Forms of Application:**

2.9.1 A candidate applying for employment or promotion must complete the relevant prescribed Application Form(s) which must contain, among other things, a complete record of any employment, public or private, which the applicant may have had. Candidates must account for the whole period of their previous employment and the particulars furnished by them must be supported by satisfactory documentary evidence. Similarly, intervals between one period of employment and another must be satisfactorily explained. In addition, a candidate on first appointment must provide the following documents:

- (i) Original academic and professional certificates;
- (ii) National Identification Card;
- (iii) Birth certificate;
- (iv) Pin Card;
- (v) 2 coloured passport size photographs; and
- (vi) Bank account number and Branch

## **2.10 Recruitment Procedure**

- 2.10.1 When a vacancy occurs, the Human Resource Manager will notify the Director and advise whether the vacancy should be filled by promotion from within or recruitment from outside the Organization.
- 2.10.2 Consideration should always be given to promote candidates from within the College so as to meet the employee career growth expectation.
- 2.10.3 Applicants for appointment to vacant posts will either be invited by Public advertisement in the press or internally.
- 2.10.4 All applicants for employment must, before engagement, complete the prescribe form of application for employment and must account for the whole period of any previous employment held which must be supported by satisfactory documentary evidence before letters of appointment are issued. No candidates whose references will be found unsatisfactory shall be appointed.
- 2.10.5 All application letters including those of candidates not short-listed shall be retained for six (6) months after an appointment has been made before disposal.
- 2.10.6 No former employee of the College shall be re-appointed to the service of the College without the written approval of the Board. Where such authority shall be granted, the employee shall be re-appointed on contract terms of service.
- 2.10.7 The Human Resource department, in consultation with Heads of Division and Departments concerned, shall carry-out the short-listing of the applicants. The shortlisted candidates shall be interviewed by the appropriate appointment authority which will make the final selection, subject to the provisions of section 2.11 of these Terms and Conditions of service.

## **2.11 Powers to make Appointments**

The authorities empowered to make appointments in the College are as follows:

- (i) The Minister responsible for Medical Services
- (ii) The Board of Management
- (iii) Human Resource Advisory and Training Committee, under delegated powers of the Board

### **2.11.1 Appointments by the Minister responsible for Medical Services and the Board**

- (i) The Director shall be appointed in accordance with Regulation 2.8.2.4 of the Terms and Conditions of Service.
- (ii) Appointments to positions in Grade M14 to M16 shall be made by the Board in accordance with the approved procedures set out in Section 2.10 of these Terms and Conditions of Service.

### **2.11.2 Appointments by the Human Resource Advisory and Training Committee**

- (i) The College will constitute a Human Resource Advisory and Training Committee whose Chairperson will be the Director. The members of the Committee will be the Heads of Department while the Human Resource Manager will be the Secretary. The Committee will recruit candidates for positions in Grade M1 to M13.
- (ii) The Director will be required to report such recruitments to the Board in the subsequent Board meeting for ratification.

### **2.12 Probationary Period**

2.12.1 Unless otherwise specified, employees appointed on permanent terms of service will be required to undergo a probationary period of six (6) months.

2.12.2 During the probationary period, the Principal / Head of Department shall submit progress reports indicating an employee's performance. Based on the Head of Department's recommendations, the Director will refer the case to the Human Resource Advisory and Training Committee for deliberation as to whether the employee should be confirmed in appointment or the probationary period ought to be extended; or the appointment should be terminated.

2.12.3 An employee whose performance and conduct fully demonstrates that he meets the high standards of efficiency, competence and integrity and has also been proven to be medically fit, will have his appointment confirmed after the probationary period.

2.12.4 If the period of probationary service has been unsatisfactory, it may be extended once for a period of three (3) months.

2.12.5 Where the period shall be extended, an employee's performance shall be reviewed again to determine whether or not his/her performance shall have improved.

2.12.6 Where the probationary service is unsatisfactory after the extended period, the appointment shall be terminated.

### **2.13 Letter of Appointment**

2.13.1 The letter of appointment for an employee on first appointment shall be issued in duplicate, and shall contain the following details:-

- (i) Date of appointment;
- (ii) The post and Grade to which the candidate is appointed;
- (iii) The terms of service;
- (iv) The Grade and amount payable as basic salary;
- (v) The house and other allowances payable; and
- (vi) The department in which the candidate will serve.

- 2.13.2 The letter of appointment must be acknowledged in writing by the employee within a period of two (2) weeks from the date of the offer of appointment and a copy filed in an employee's personal file.
- 2.13.3 A candidate shall be required to take up the post within a period of two (2) months from the date of the offer of appointment, otherwise the offer shall be deemed withdrawn.
- 2.13.4 The letter of appointment must be acknowledged by the employee through his signature and the duplicate copy filed in his personal file.
- 2.13.5 On appointment, an employee shall execute a relevant document setting out the mutually agreed terms and conditions under which the employees will serve.

## **2.14 Office Hours**

Employees will be required to work for 40 hours spread over 5 days in a week as follows:

### **2.14.1 Monday to Friday**

- (i) **Morning:** 8.00 a.m. to 1.00 p.m.  
**Afternoon:** 2.00 p.m. to 5.00 p.m.; **for all Institutions other than those listed under (ii) whose working hours are as stated thereupon:**
- (ii) **Morning:** 7.45a.m. - 12.30p.m.  
**Afternoon:** 2.00p.m. to 4.30p.m. for Mombasa, Garissa, Kabarnet, Lodwar, Msambweni, Kilifi and PortReitz.

2.14.2 Though the general office hours will be as stated in Regulation 2.14.1, the Director, Principal or Heads of Department will not be restricted to utilize employees outside these hours when there is any cause requiring their services either earlier or later.

## **2.15 Duties**

- 2.15.1 The duties of an employee shall include the usual duties of the office in which he shall be employed.
- 2.15.2 All employees will be assigned duties by their respective supervisors in line with their letters of appointment.

## **2.16 Deployment**

- 2.16.1 The Director shall deploy employees to work in those positions commensurate with their recruitment and qualifications.
- 2.16.2 Employees will devote themselves entirely to the duties of their posts.

## **2.17 Induction**

- 2.17.1 All newly appointed employees will undergo an induction course conducted by the College to familiarize themselves with the structure, functions and operations of the College within four (4) weeks upon reporting for duty.
- 2.17.2 The College shall for this purpose, prepare an Induction HR Manual that shall contain topics to be covered during inductions.

## **2.18 Date of Appointment**

- 2.18.1 The date of appointment will be the date the employees assume the duties of the post.

## **2.19 Promotion Policy**

- 2.19.1 It is the policy of the College that as far as practicable, all job openings in the College shall be filled through promotions in accordance with the provisions of the job descriptions and specifications for each cadre.

## **2.20 Medical Examination**

- 2.20.1 On recruitment, a candidate shall be required to undergo a medical examination conducted by a Public Medical Practitioner or any other Medical Officer appointed by the College.
- 2.20.2 However, no candidate shall be discriminated against on the grounds of actual, perceived or suspected HIV/AIDS status.
- 2.20.3 Employees of the College shall also be required to undergo regular medical check-ups.

## **2.21 Particulars of Next-of-Kin**

- 2.21.1 Each employee will be required to provide the particulars of the next-of-kin by completing the prescribed Next-of-Kin form and shall notify the Director any time there is a change in name and address of the next-of-kin for updating of the records.
- 2.21.2 All employees shall be required to declare the names of their family (nuclear) members. Any changes in the event of death or otherwise shall be provided to the Human Resource Manager.

## **2.22 Official Secrets Act Declaration**

- 2.22.1 All employees in Grades M1 to M17 shall be required to sign a Declaration of Secrecy Form under the Official Secrets Act, Cap.187 on appointment and on Termination of Service.

## **2.23 Employment Card**

- 2.23.1 Every employee will be issued with an official employment card which must be displayed while on duty.

2.23.2 In the event of loss of the employment card, an employee shall apply for a replacement upon payment of a specified fee. If the replacement of the card is as a result of change of designation, marital status or station, no fee shall be charged.

2.23.3 On termination of appointment, the employee shall be required to surrender the employment card to the Director.

## **2.24 Termination of Appointment**

2.24.1 In the course of employment, the College may for various reasons terminate the appointment of an employee or the employee may wish to terminate his appointment with the College; i.e. by resignation. In such circumstance, the termination of appointment by either party shall be by notice of not less than one (1) calendar month or the payments of a month's salary, in lieu of notice. The Director may under special circumstance waive in whole or in part the period of notice.

2.24.2 An employee's appointment may also be terminated by dismissal and action that involves the application of disciplinary procedure set out in the College's Code of Conduct. Dismissal of an employee results in the forfeiture of retirement benefits, other than benefits under the Staff Pension Scheme.

2.24.3 Cases of employees who leave service on attainment of the compulsory retirement age of sixty five (65) years for academic staff, and sixty (60) years for non-academic staff or by voluntary retirement on attaining fifty (50) years in the case of either academic or non academic staff, or retirement due to ill health, are dealt with in the Staff Pension Scheme.

2.24.4 If for any reason redundancy occurs within the College's establishment and the Board decides to terminate the appointment of an employee, notice to this effect shall be given as indicated in these Terms and Condition of Service, subject to the "last-in-first-out rule. The College shall compensate an employee who is declared redundant for accrued and any other benefit the officer is entitled to.

## **2.25 Clearance Certificate**

2.25.1 An employee will be required to obtain a clearance certificate on termination of appointment, resignation, dismissal or retirement from the College.

## **2.26 Certificate of Service**

2.26.1 A Certificate of Service will be issued to an employee on request upon retirement, resignation, dismissal or termination of appointment. The certificate shall contain a fair assessment of the employee and will be signed by the Director.

## **2.27 Transfer of Service**

- 2.27.1 An officer can only be considered for a transfer if the service of the other organization in which he has applied for appointment has been declared to be “Public Service” for the purpose of the Pensions Act (Cap. 189).
- 2.27.2 An officer seeking appointment in another organization must submit his application through the Director.
- 2.27.3 If the officer is offered appointment in another organization he will be required to apply to the Director, through his Head of Department, for transfer of service.
- 2.27.4 An officer who is offered an appointment in another organization other than in accordance with the procedures set out in this regulation shall be required to resign his appointment with the College if he wishes to take up the offered appointment.
- 2.27.5 An officer serving on non-pensionable terms of service will not be allowed to transfer to another organization and will be required to resign his appointment if he wishes to take up employment with the other organization.

## **CHAPTER III: SALARIES AND ADVANCES**

### **3.0 Policy Statement**

It is the policy of the College to offer salary and other benefits that will attract and retain the services of qualified personnel with the necessary skills and experience to respond to the mandate of the College.

3.0.1 In order to attract, motivate and retain a competent workforce, the College will offer competitive packages to all its employees. The benefits applicable to unionisable employees will be in accordance with the Collective Bargaining Agreement (CBA).

3.0.2 The College will develop a performance system to link annual increment to performance.

### **3.1 Commencement of Salary**

3.1.1 An employee engaged by the College will receive full pay from the date he assumes the duties of the post.

### **3.2 Salary Structure**

3.2.1 The College's salary structure shall be as determined by the Board from time to time.

3.2.2 There will be two salary structures; one for non unionisable and unionisable employees as approved from time to time.

3.2.3 The Director may conduct periodic salary surveys to determine changes in cost of living and terms of employment being offered by comparable institutions. Such surveys shall form the basis of consultation by the Board with the relevant Government authority for salary reviews.

3.2.4 The remuneration for the Director shall be negotiated with the Board in accordance with the existing service regulations.

### **3.3 Payment of Salary**

3.3.1 Each employee will have a stated monthly basic salary quoted before any statutory or other deductions.

3.3.2 Salary will be paid monthly in arrears and will be denominated and paid in Kenya shilling (Ksh), and all earnings and deductions shall be tabulated in a pay slip.

3.3.3 Salary will be paid through the Bank and all employees will be required to open Bank Accounts and submit the details to the Human Resource Manager.



- 3.3.4 Statutory deductions such as PAYE, NSSF, NHI, HELB and other legal taxes, as well as deductions arising from court orders/attachments, will be made from an employee's salary without his authorization.
- 3.3.5 Voluntary deductions such as remittances to co-operatives, insurance firms, among others will be effected provided the employee gives written authorization.
- 3.3.6 On termination of employment, the last payment will be made on confirmation that the employee has been cleared and issued with a Clearance Certificate.

### **3.4 Entry Point of Salary**

- 3.4.1 The entry point of salary for a newly appointed employee shall be the minimum in the salary scale to which he has been appointed. Enhanced entry point shall, however, be considered on the basis of higher qualifications and/or approved previous working experience of the appointee subject to the provisions of Section VI Sub-Section 3.7. Unless otherwise provided at the time of his appointment, service for increments is reckoned from the date on which an officer first begins to draw the salary of his office.

### **3.5 Grant of Salary 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 Group is reached. An officer serving on an incremental scale is not entitled to receive an increment as a right. An increment shall only be granted if an officer has discharged his duties with efficiency, diligence and fidelity.
- 3.5.2 Annual Increments will not apply to determination of salaries on promotion or appointment of officers whose emoluments are not directly related to the salary structure applicable to members of the regular and pensionable establishment but are receiving fixed salaries determined on ad hoc basis.

### **3.6 Determination of Incremental Dates on Appointment or Promotion**

- 3.6.1 The annual incremental dates for the employees of the College shall be on each 1<sup>st</sup> date of the month they are either appointed, promoted or upgraded.

### **3.7 Incremental Credits for Approved Experience**

- 3.7.1 Except where otherwise provided, an officer appointed on permanent, agreement or temporary terms may be given incremental credit for previous approved experience at the rate of one increment for each complete year of approved experience provided the maximum salary of the Job Group assigned to the post is not exceeded and the Director certifies that there will be no repercussions among serving officers.

- 3.7.2 The grant of increments for approved working experience will be subject to the following rules:
- (i) Incremental credit will only be given in respect of approved experience gained after acquiring the requisite minimum qualifications for the grade;
  - (ii) Incremental credit will be given only for previous approved experience in the type of work upon which an officer will be employed on his appointment to the particular grade;
  - (iii) Incremental credit may not be given on appointment to promotional posts, i.e. posts to which an officer would not normally be appointed if he joined the College Service immediately after completing his education; and
  - (iv) Incremental credit may be given for the number of years of aggregate approved experience, periods in excess of full years being ignored. Thus, if an officer has approved experience for three periods each of 1½ years, since the total amounts to 4½ years he will be eligible for four (4) increments.
- 3.7.3 Where an officer on appointment is placed at a salary below the point in the scale at which he would normally enter by virtue of the incremental credit for which he is eligible, an adjustment should be made with retroactive effect from the date of his appointment.
- 3.7.4 In the awarding of incremental credits, any period of service/experience stipulated as a basic requirement for appointment or promotion to a particular grade shall be excluded as this constitutes the minimum requirement specified for appointment to that grade.

### **3.8 Definition of Increments Withheld or Stopped**

- 3.8.1 An increment is withheld when the Director has doubts as to the standard of the employee's work and or conduct and is unable to satisfy himself that the employee has discharged his duties with efficiency, diligence and fidelity. He, therefore, withholds the increment for the time being. If after a specified period it is evident that there has been improvement in the Officer's work and or conduct, the increment may be granted with effect from the date to be decided by the Director. The employee subsequently reverts to his original incremental date.
- 3.8.2 An increment is stopped when an employee cannot be considered for the grant of an increment until another year (an incremental earning period) has been served. For example, an employee who is due for his first increment on 1<sup>st</sup> January, 2011 but the increment is stopped for disciplinary or other reasons, he would not qualify for that increment until 1<sup>st</sup> January, 2012. Normally, on that date he would be given only one increment but in an exceptional case he may, with the approval of the Director be given a double increment so as to receive the same salary in 2012 as he would have received had he been granted his increment due in 2011.

### **3.9 Determination of Salary on Promotion**

- 3.9.1 If an officer is promoted from one Job Group to another and his salary on the effective date of promotion is less than the minimum of the salary scale attached to his new Job Group, he shall receive the minimum of the salary scale attached to his new job group on the effective date of promotion. His incremental date will be the following year on the first date of the month he was promoted
- 3.9.2 If, however, the salary of an officer 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 Job Group and if that officer was earning an annual increment, he will receive the minimum of the salary scale attached to his new Job Group on the effective date of his promotion and retain his former incremental date.
- 3.9.3 If the salary of an officer 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 Job Group to which he is promoted, he will enter the salary scale attached to his new Job Group from the effective date of his promotion at the point next above his salary. The officer will retain his former incremental date.
- 3.9.4 If on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his former job group and his service at the salary amounted to three years or more, he will be granted two increments and enter the salary scale attached to his new job group from the effective date of his promotion at one point higher than the point next above his salary. His future incremental date will be the first date of the month in which he was promoted.
- 3.9.5 If an officer is granted unpaid leave in accordance with Section VII sub-section 7.2 his incremental date will be recomputed by taking into account the amount of such leave taken, and will then be adjusted to the first day of the appropriate month in accordance with Section IV (4) of this regulation. For example, if the incremental date was 1st July and the officer has taken 20 days' unpaid leave, it would remain as 1st July; if he has taken 50 days unpaid leave, the incremental date would become 1<sup>st</sup> August.

### **3.10 Seniority**

- 3.10.1 Seniority of officers shall be determined as follows:
- (i) As between officers of the same grade.
    - (a) By reference to the dates on which they respectively entered the grade;
    - (b) If the officers entered that grade on the same day by reference to their seniority on the day immediately preceding that day; and
    - (c) If any officers 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 officers 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; and
- (iii) As between officers 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.
- (iv) Provided that when assessing the seniority of pensionable officers, service by himself or any other person in a non-pensionable capacity shall not be taken into account.

### **3.11 Advances**

#### **3.11.1 Salary Advance**

- 3.11.1.1 All employees will be eligible for salary advance of not more than one (1) month's basic salary. The salary advance will be granted by the Director, when an employee owing to circumstances beyond his control, is placed in a difficult financial position. An advance under this regulation may be granted only when an employee has no other outstanding salary advance.
- 3.11.1.2 In very exceptional circumstances, the Director may grant an advance of not more than two (2) months basic salary if he is satisfied that the employee needs assistance in excess of one (1) month salary advance.
- 3.11.1.3 Salary advance may be granted to an employee on permanent terms or to an employee serving on contract terms who has served for more than one (1) year and has more than one year to serve before retirement.
- 3.11.1.4 Recovery of salary advance will be made in reasonable installments of up to twelve (12) months. A salary advance in excess of one (1) month salary will also be recovered in twelve (12) monthly instalments.

#### **3.11.2 Advance for Purchase of Motor Cycles**

- 3.11.2.1 Any officer serving on permanent and pensionable or contract terms of service may be granted an advance for the purchase of a motor-cycle. Such an officer should satisfy the Director that his financial position is such that the repayment of the advance will not impose any financial hardship on him.
- 3.11.2.2 The maximum amount of advance is, however, limited to the officer's full annual basic salary or Kshs. 120,000, whichever is less.
- 3.11.2.3 The advance will be repayable over a period not exceeding forty eight (48) months and will be paid directly to the supplier on production of the invoice.
- 3.11.2.4 An officer purchasing a motor-cycle will be required to maintain comprehensive insurance cover during the recovery period of the advance.

3.11.2.5 The log book of the motor-cycle will be deposited with the Director until full recovery of the advance is made.

3.11.2.6 Advance for the purchase of a motor-cycle will normally be granted once in ten (10) years.

### **3.11.3 Advance for the Purchase of Bicycles**

3.11.3.1 An officer other than one on temporary or casual terms of employment, may, on the recommendation of the Head of his Department, be granted an advance for the purchase of a bicycle, provided that he resides in an area in which adequate public transport facilities do not exist.

3.11.3.2 The amount of advance shall not exceed the price of the bicycle upto a maximum of Kshs. 10,000. The amount will be paid to the dealer on production of an invoice.

3.11.3.3 The advance will be repayable over a period not exceeding twenty four (24) months.

3.11.3.4 Applications for advances should be submitted through the Principal / Head of Division to the Director.

3.11.3.5 Not more than one advance will be granted within any period of thirty six (36) months, save in exceptional circumstances such as when the bicycle is extensively used and any repairs are considered to be uneconomical

### **3.11.4 Advance for Purchase of a Refrigerator**

3.11.4.1 An officer serving on permanent establishment, when posted to a designated hardship area may be granted an advance for the purchase of a refrigerator. The amount of the advance shall be paid directly to the supplier by the Director on presentation of an invoice.

3.11.4.2 The amount of advance shall not in any case exceed the price of the refrigerator and shall not exceed Kshs. 40,000/=

3.11.4.3 The advance will be repayable over a period not exceeding thirty six (36) months.

3.11.4.4 The advance for the purchase of a refrigerator will normally be granted once within a period of seven (7) years.

### **3.11.5 Advance for purchase of Computer**

3.11.5.1 An officer serving on permanent establishment may be granted an advance for the purchase of a computer. The amount of the advance shall be paid directly to the supplier by the Director on presentation of an invoice.

3.11.5.2 The amount of advance shall not in any case exceed the price of the Computer and shall not exceed Kshs. 100,000/=

3.11.5.3 The advance will be repayable over a period not exceeding thirty six (36) months.

3.11.5.4 The advance for the purchase of a Computer will normally be granted once within a period of five (5) years.

**3.11.6 Mortgage for Purchase/Building of a House**

3.11.6.1 The College shall encourage staff to acquire and own houses. The College shall guarantee officers who apply mortgages to purchase/build their own houses as provided for in the Mortgage Scheme.

## **CHAPTER IV: ALLOWANCES**

### **4.1 Introduction**

- 4.1.1 While it is the Policy of the College that the salary attached to a post represents appropriate remuneration of its holder for proper and efficient performance of duties, there are circumstances in which additional payments are warranted.
- 4.1.2 Such additional payments are made in the form of allowances, either to reimburse an officer for the expenses incurred directly or indirectly in the execution of his/her duties or to compensate for services rendered over and above the normal job requirements. These allowances will not attract any superannuation benefits.
- 4.1.3 Allowances are payable to the employees of the College as appropriate and at such rates as will be determined by the Board from time to time.

### **4.2 Acting Allowance**

- 4.2.1 Acting allowance will be payable to a member of staff in grades who is formally appointed to act in a higher post in area of specialization.
- 4.2.2 To qualify for an acting allowance, an officer must possess the minimum requirements for appointment to the higher post and shall act in this post for a continuous period of thirty (30) or more days.
- 4.2.3 Recommendation for payment of acting allowance will be submitted by the Principal / Head of Division to the Director for approval as soon as an employee assumes the duties of the higher post.
- 4.2.4 Acting allowance should be paid at the rate of 15% of basic salary for a period of six (6) months or be renewable once until the post is substantively filled, whichever is earlier. The acting allowance may be renewable once.
- 4.2.5 Acting allowance will not be paid when an officer who has been appointed to act in a higher post is absent from duty for whatever reason for a period of more than thirty (30) days.
- 4.2.6 An officer who is appointed to act in a higher post will be eligible for the duration of his acting appointment, for travelling privileges and other related ad hoc allowances, such as hotel or accommodation allowance. However, the officer will not qualify for house allowance or other remunerative allowances assigned to the higher post.
- 4.2.7 Payment of acting allowance will not be granted to take effect from a date earlier than three (3) months prior to the date on which a recommendation shall have been submitted to the Director.

4.2.8 Employees in Grades M1 to M6 or those in posts that form a common establishment with the higher posts they are serving in, will not be eligible for acting allowance.

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

### **4.3 Special Duty Allowance**

4.3.1 Where an employee does not possess the necessary qualifications and cannot be appointed to act in a higher post, but is competent to perform the duties, the employee may be called upon to undertake the duties of the higher post in area of specialization.

4.3.2 Special duty allowance will be paid to an employee performing the duties of the higher position above his substantive appointment.

4.3.3 Only employees in Grade M7 to M16 will be eligible for special duty allowance, provided further that they are not in posts that form common establishment with higher posts they are serving in.

4.3.4 Recommendations for payment of special duty allowance will be submitted by the Principal or Head of Division to the Director for approval as soon as an employee assumes the duties of the higher post.

4.3.5 Authority for payment of special duty allowance will not be granted to take effect from a date earlier than three (3) months prior to the date on which a recommendation shall have been submitted to the Director.

4.3.6 Special duty allowance will be paid for a period not exceeding six (6) months and may be renewed once.

4.3.7 The rate of special duty allowance shall be 10% of an employee's basic salary.

4.3.8 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.

### **4.4 Accommodation (Night-out) Allowance in Kenya**

4.4.1 An employee who travels on official duty outside the duty station and makes his own arrangements for boarding and lodging will be paid a non accountable allowance as approved by the Board from time to time.



4.4.2 Eligibility for this allowance and the period of absence from the permanent station will be determined in each case by the Director taking into account such factors as the distance, mode of travel, nature of assignment and the time taken to travel from the permanent station to a specified destination.

4.4.3 Accommodation allowance shall be paid for a maximum continuous period of up to thirty (30) days.

#### **4.5 Meal Allowance**

4.5.1 When an employee travels on duty outside the duty station and is not required to spend a night away from his permanent station, he shall be eligible for an allowance for breakfast lunch and dinner as will be approved by the Government from time to time.

#### **4.6 Out of Pocket Allowance**

4.6.1 Where an officer's travelling, boarding and lodging expenses are paid in full directly to the hosting institution or hotel by the Kenya Government, College or any other organization, a residual (out of pocket) allowance of upto one-quarter ( $\frac{1}{4}$ ) of the standard rate of accommodation (night-out) allowance may be paid to him/her to cover incidental expenses.

#### **4.7 Subsistence Allowance when Travelling on Duty outside Kenya**

4.7.1 An employee who is required to travel on duty outside Kenya will be granted subsistence allowance at the daily rates by the Government from time to time.

4.7.2 The rates of subsistence allowance which are payable for each complete twenty-four (24) hours commencing from the time of departure from Kenya are designed to meet the cost of accommodation at good, but not luxury class hotels, three (3) meals a day including service charges, local traveling (such as taxi, bus or train fare), incidental expenses including any taxes and an element in respect of essential entertainment.

4.7.3 Travelling expenses incurred from the airport of disembarkation to a hotel or other residential place and vice versa, airport charges, fees for vaccination, visas and passport charges will be refunded.

4.7.4 Where an employee's traveling, boarding and lodging expenses are paid in full directly to the hosting institution/hotel by the College or any other Organization; a residual allowance of up to one-quarter ( $\frac{1}{4}$ ) of the standard rate of subsistence allowance may be paid to him/her to cover incidental expenses. Where only lodging expenses are covered, subsistence allowance may be paid at three-quarters ( $\frac{3}{4}$ ) of the standard rate. 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.

4.7.5 Where an officer's boarding and lodging expenses are not provided, subsistence allowance may be paid at the full standard rate.

4.7.6 An officer travelling on duty abroad is normally expected to regularize his expenses within the standard rate of subsistence allowance. However, in very exceptional circumstances, for example, where the officer has no choice of accommodation or when the standard rate of subsistence allowance is insufficient for any other justifiable reasons; consideration will be given by the Director for a refund of the additional expenses on production of receipted bills in respect of actual expenditure incurred.

#### **4.8 Entertainment Allowance**

4.8.1 Owing to the nature of their duties, officers who are called upon to provide hospitality and entertainment will be granted a non-accountable entertainment allowance at the prevailing rates.

#### **4.9 Other Remunerative Allowance**

4.9.1 The Director will be eligible for Other Remunerative Allowance whose rates will be determined by the Government from time to time.

#### **4.10 Extraneous Allowance**

4.10.1 Extraneous Allowance is paid to officers working in certain offices as a way of compensating them for extraneous nature of their duty as they are required to work for long hours during week days, weekends and sometimes on Public Holidays. The rates and eligibility for payment shall be as determined by the Board from time to time.

#### **4.11 Leave Allowance**

4.11.1 Leave allowance shall be payable to all regular employees of the College once a year.

4.11.2 An officer stationed in a designated hardship area will be eligible for payment of leave allowance twice per year.

4.11.3 The rate of leave allowance will be as approved by the Government from time to time.

#### **4.12 Provision for Airtime and other facilities**

4.12.1 Provision for Airtime to employees will depend on the nature of duty assigned. Such employees will also be provided with airtime for cell phone, direct line, fax line and/or residential line. The entitlements will be according to the respective Grades as approved by the Government from time to time.

#### **4.13 Transfer Allowance**

4.13.1 When an employee is posted from one station to another on service need, he will be eligible for payment of transfer allowance prior to departure to the new station.

4.13.2 Transfer allowance will be paid at the rate of an employee's one (1) month's basic salary.

4.13.3 Transfer allowance will not be paid:

- (i) Where the new station is less than forty (40) Km from the old station;
- (ii) To employees who are posted on temporary basis (i.e. on relief duty) for a period not exceeding three (3) months; and
- (iii) To officers who are transferred on their own request to suit their own convenience, even though they may not necessarily be posted to the station of their own choice.

#### **4.14 Medical Risk Allowance**

4.14.1 This allowance will be payable to medical personnel who are exposed to medical risks in the course of their duties, it will, however not be payable to Doctors, Pharmacists and Dentists.

4.14.2 The rate of the risk allowance will be as approved by the Government from time to time.

#### **4.15 Hardship Allowance**

4.15.1 This allowance shall be paid to members of staff who are stationed in designated hardship areas at specified rates per month as determined by the Government from time to time.

#### **4.16 Commuter Allowance**

4.16.1 All employees shall be eligible for payment of commuter allowance for their transport from house to their places of work, as long as they are not provided with Government transport at the rates determined by the Government from time to time.

#### **4.17 Responsibility Allowance**

4.17.1 The allowance shall be payable to an officer who is required to handle tasks over and above his/her line of employment such as being Head of a Department or Faculty at approved rates

#### **4.18 Uniform Allowance**

4.18.1 Cooks, Caterers, Housekeepers will be provided with uniform at the beginning of each calendar year.

4.18.2 Nurses will be paid Kshs. 10,000 uniform allowance at the beginning of each calendar year.

4.18.3 Drivers, Kitchen attendants and subordinate staff, security staff and grounds men will be provided with uniform at the beginning of each calendar year.

4.18.4 Doctors, Clinical Officers, lecturers and staff in library and registry will be provided with dust coats at the beginning of each calendar year.

**4.19 Allowances for the Chairman and Board Members**

4.19.1 The Chairman and Members of the Board shall be paid such allowances and other benefits as will be approved by the Government from time to time.

**4.20 Non-Practicing Allowance**

4.20.1 This shall be payable to Doctors, Pharmacists, Dentists and Lawyers working in KMTC who, by virtue of their work, are not able to carry-out private practice and in accordance with the approved Government rates

**4.21 Allowances payable to officers participating in Workshops, Seminars and Retreats**

4.21.1 Officers participating in Workshops, Seminars and Retreats will be paid allowances as approved by the Government from time to time.

4.21.2 Officers called upon to induct, sensitize or disseminate information to staff on areas that form part of their core duties and responsibilities will not be eligible for payment as resource persons.

## **CHAPTER V: HOUSING**

### **5.1 House Allowance:**

- 5.1.1 House allowance shall be payable to all employees at rates approved by the Government from time to time.
- 5.1.2 Employees who are transferred on service need from Stations whose rates of house allowance are higher than those of their new stations shall retain the higher house allowance of the former Station.

### **5.2 Institutional Houses**

- 5.2.1 All employees will submit an application for allocation of an institutional house to the Director.
- 5.2.2 Employees in occupation of the institutional houses will be paid house allowance from which they will be recovered rent at market rate as determined by the Government from time to time.
- 5.2.3 Employees in occupation of the institutional houses will be deemed personally responsible for complying with all conditions set out by the landlord, in this case the College.
- 5.2.4 The College will ensure that the houses are in good condition and maintained regularly.
- 5.2.5 Any employee found in occupation of an institutional house without lawful authority will be evicted and will be liable for disciplinary action.

### **5.3 Allocation of Institutional Houses**

- 5.3.1 The Housing and Staff Welfare Committee will be responsible to allocate the institutional houses. The Director or his appointed representative will Chair the Committee while the Administrative Manager will be the Secretary. The other members of the Committee will include the Heads of Department, the Head of the Welfare Association and a Union representative.
- 5.3.2 The houses will be allocated on the basis of employee's Grade and ranking on the waiting list. Priority will also be given to employees deployed on essential services.

## **5.4 Terms of Tenancy**

5.4.1 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 College will provide unfurnished premises. In case of furnished quarters, the College 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.
- (iv) The College shall ensure that new items purchased to replace missing items are of comparable quality and of a similar nature to those replaced; and
- (v) 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 College will be borne by the tenant.
- (vi) A tenant will be held responsible for the proper maintenance of the Servant quarters, if provided, and shall not sublet the quarters.
- (vii) The College will insure the houses against fire. However, it will be the responsibility of the tenant to insure his belongings.
- (viii) Any complaints from the tenants regarding tenancy will be channeled to the Director for redress.
- (ix) A tenant or an employee occupying an institutional house shall not alter or modify it in any manner without authority of the Director.

5.4.2 An officer already in occupation of a institutional house properly allocated to him shall not be evicted or transferred from that house other than for failure to comply with the terms of tenancy or failure to pay stipulated market rent or on any special provisions to which his attention had been drawn on occupation.

## **5.5 Vacation of Institutional Houses**

5.5.1 On retirement, an employee will be required to vacate the institutional house within a period of three (3) months from date of retirement, provided the retiree pays rent, failure to which he/she will be evicted.

5.5.2 The family of a deceased officer will be allowed to retain an institutional house for a maximum period of three (3) months.

5.5.3 On dismissal or resignation, an employee will be required to vacate the house within a period of fifteen (15) days from the date of dismissal.

## **CHAPTER VI: LEAVE**

6.1 It is the policy of the College to grant leave for recuperative purposes to enable an officer renew his energies and improve his efficiency. Leave is therefore a privilege, but not a right, to staff.

### **6.2 Categories of Leave**

6.2.1 Leave falls into any of the following categories:-

- (i) Annual Leave
- (ii) Maternity Leave
- (iii) Paternity leave
- (iv) Sick/Convalescent Leave
- (v) Compassionate Leave
- (vi) Leave for Sportsmen/women
- (vii) Unpaid Leave
- (viii) Leave Pending Retirement
- (ix) Sabbatical Leave
- (x) Study Leave

#### **6.2.1.1 Annual Leave**

6.2.1.1.1 Annual leave shall be granted subject to the exigencies of work for recuperative purposes to enable an employee to renew his energies and improve efficiency. The Principal / Head of Division is required to maintain a Leave Roster that shall indicate when each employee in the institution / Division is expected to utilize his/her annual leave.

6.2.1.1.2 An employee is required to only proceed for annual leave 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.

6.2.1.1.3 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’ service before being granted annual leave. For this purpose, a “leave year” will commence on 1st July and end on 30th June of the following year.

6.2.1.1.4 Annual leave for a newly appointed employee will be calculated on a pro-rata basis for the year of his/her appointment. The number of leave due will be calculated by reference to the proportion of the period from the commencement of service to the end of year bears to 365 or 366, as the case may be.

All employees, irrespective of Grade, will be entitled to thirty (30) days annual leave. The leave will exclude Saturdays, Sundays and Public Holidays.

- 6.2.1.1.5 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 one half of his annual leave entitlement.
- 6.2.1.1.6 Annual leave must be taken within the leave year it falls due or be forfeited. Deferment of annual leave from one year to another shall not be permitted except in very exceptional circumstances with prior written approval of the Director.
- 6.2.1.1.7 Before any employee proceeds on leave, he must furnish the supervisor with the leave address and inform him of any change of address, if need be.
- 6.2.1.1.8 Annual leave is not commuted for cash nor is leave allowance payable to dependants or to the estate of the deceased employee in the event of an employee's death.
- 6.2.1.1.9 The period of suspension shall not earn any annual leave. However, where a period of suspension is followed by restoration to duty and an abatement of salary imposed in respect of such period, the annual leave earned in respect of such period, will be abated on pro-rata basis.
- 6.2.1.1.10 An employee who has not utilized the annual leave due for the year in which his employment ceases will be entitled to terminal leave in accordance with the Employment Act.
- 6.2.1.1.11 An employee may avail himself of his annual leave at any time during the "leave year", but he shall not be eligible for such annual leave if he is not returning for further service for a minimum period of three (3) months. This condition does not, however, apply to an employee whose appointment is determined by the College within three (3) months of his return from annual leave or to an employee who resigns his appointment at the end of a calendar year after having availed himself of his annual leave.
- 6.2.1.1.12 Employment during Annual Leave**
- 6.2.1.1.13 Except with prior permission from the Director, an employee on leave is prohibited from getting involved in activities which would divide his attention to duty on return to normal work or which would compromise the employee's loyalty to the College or which are in direct conflict with his obligation to the employer.
- 6.2.1.1.14 The permission will include authority to engage in trade, commerce, render professional assistance, and accept any remuneration from private persons or firms or such activities.



### **6.2.1.2 Maternity Leave**

- 6.2.1.2.1 Female employees shall be granted maternity leave with full pay for a maximum period of ninety (90) calendar days.
- 6.2.1.2.2 Such leave will be exclusive of annual leave due for the year. In this regard, no female officer shall forfeit her annual leave entitlement on account of having taken her maternity leave.
- 6.2.1.2.3 An application for maternity leave shall be submitted to the Director through the Principal / Head of Division at-least fourteen (14) days before the expected date of confinement.
- 6.2.1.2.4 Should it be necessary to extend maternity leave beyond the prescribed ninety (90) days, an officer will be expected to utilise any outstanding annual leave or compassionate leave. Any extension thereafter will be treated as unpaid leave.

### **6.2.1.3 Paternity Leave**

- 6.2.1.3.1 A male employee shall be eligible for paternity leave for ten (10) working days during the period of the spouse's maternity leave.
- 6.2.1.3.2 In the case of a male officer with more than one wife, he will be entitled to paternity leave only in respect of the wife registered in the National Health Insurance Fund (NHIF) contributor's card and such leave shall be taken not more than once per year. In addition, to enjoy such a leave the male officer will be required to avail a Doctor's certificate confirming the birth of the child.
- 6.2.1.3.3 Paternity leave shall not be deferred neither shall it be commuted for cash nor shall the employee qualify for payment of leave allowance.

### **6.2.1.4 Sick/Convalescent Leave**

- 6.2.1.4.1 Sick leave is defined as an approved absence of an employee from duty on account of illness. Sick leave shall be granted by a duly authorized medical officer and the medical certificate duly signed and submitted to the Director within two (2) days of absence.
- 6.2.1.4.2 Convalescent 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.

### **6.2.1.5 Rates of Sick Leave / Convalescent Leave**

- 6.2.1.5.1 Any absence of an employee from duty on account of illness shall be supported by a medical certificate given by a medical practitioner registered with the Kenya Medical Association.
- 6.2.1.5.2 An employee may also be granted convalescent leave, by an approved medical practitioner for recuperative purposes immediately following an illness. The medical certificate shall indicate the convalescent leave days, which will be given according to calendar days.
- 6.2.1.5.3 Each medical certificate will be given for a maximum period of seven (7) days. Upon expiry of the seven (7) days, subsequent sick offs will be on the basis of medical reviews and certificates every seven (7) days till recovery.
- 6.2.1.5.4 Sick/convalescent leave shall be granted for a period of up to three (3) months on full pay followed by three (3) months on half (1/2) pay in a leave year.
- 6.2.1.5.5 If the sickness persists, the Director shall cause the employee to appear before a Medical Board for an assessment of his fitness to continue in the service or otherwise, which will submit a report with their recommendation to the Director for deliberation by the Board of Management, in case of officers in grade M14 and above, or the HRATC for officers in grades M13 and below. An employee who is found unfit for continued service by the Medical Board shall be retired on grounds of ill health. All cases of this nature shall be referred to the Board for ratification.
- 6.2.1.5.6 Sick / Convalescent Leave caused by an employee's negligence or misconduct:  
In case of sick leave and/or Convalescent Leave rendered necessary by the employee's own negligence or misconduct, his/her full salary may be forfeited for the whole period of his absence from duty.

### **6.2.1.6 Compassionate Leave**

- 6.2.1.6.1 In compelling cases, the Director may grant up to five (5) working days leave on compassionate grounds if the employee has exhausted the annual leave entitlement for the year e.g. attending a funeral; attending to a seriously ill or hospitalized relative; on matters relating to the schooling of children; or emergency cases such as court attendance; or any other exigency of similar nature. In granting this leave, the Director shall take into account the frequency of such absences by the employee and the effect of such absences on his work.
- 6.2.1.6.2 The employee requesting for compassionate leave shall furnish his immediate supervisor with sufficient and acceptable proof or documentary evidence in support of his request.

### **6.2.1.7 Special Leave for Sportsmen/women**

6.2.1.7.1 An employee selected to represent Kenya in National, Regional or international fixtures will be granted special leave with full salary for the necessary period of his training and subsequent participation in sports.

6.2.1.7.2 The special leave will not be counted against annual leave entitlement and will be authorized by the Director after consultation with the Authorized Officer of the State Department responsible for Sports.

### **6.2.1.8 Unpaid Leave**

6.2.1.8.1 Unpaid leave may be granted by the Director to an employee on either of the following grounds:

- (i) Urgent private affairs of exceptional hardships not exceeding thirty (30) days,
- (ii) Officers whose spouses are posted to foreign Missions during the term of the tour; or
- (iii) Officers who are appointed to international organizations where they cannot transfer their services or be on secondment for a period not exceeding three (3) years.

6.2.1.8.2 Application for such leave shall be submitted to the Director with recommendation from the Principal / Head of Division. The full details of the case, which shall be regarded as being strictly confidential shall be submitted to the Director in writing.

6.2.1.8.3 Unpaid leave shall not be increment earning and the incremental date shall be adjusted accordingly.

6.2.1.8.4 Unless it is specifically stated to the contrary, unpaid leave shall be treated for pension purposes as leave granted not on grounds of public policy and the period involved shall accordingly not be pension-earning.

6.2.1.8.5 An employee on unpaid leave shall continue to discharge his liabilities to the College in respect of any financial obligations during the whole period of his absence.

6.2.1.8.6 Unutilized earned leave days to the credit of the employee must be exhausted before request for unpaid leave can be considered.

### **6.2.1.9 Sabbatical Leave**

6.2.1.9.1 The College considers that in the interest of both the College and academic staff, it is desirable that staff be released from their normal duties at intervals during their careers to undertake research or further study in their areas of specialization.

- 6.2.1.9.2 Sabbatical leave shall be granted to staff of the College on permanent and pensionable terms after completion of five (5) years' continuous service with the College from the date of appointment.
- 6.2.1.9.3 Sabbatical leave shall be granted a maximum of nine (9) months, and shall be granted in full pay.
- 6.2.1.9.4 Application for sabbatical leave shall set out in detail the subject of research or study proposed, the duration of leave requested and the financial assistance sought and submitted to the Director through the Principal / Head of Division.

#### **6.2.1.10 Leave Pending Retirement**

- 6.2.1.10.1 A terminal leave of thirty (30) calendar days will be taken by an employee pending his retirement. It will be the last official leave to be taken by an employee during his period of service with the College.
- 6.2.1.10.2 Terminal leave will constitute the balance of the accumulated leave including the number of leave days earned for the last year of service.

#### **6.2.1.11 Study Leave**

- 6.2.1.11.1 The College may only grant study leave to employees on the basis of the College needs and the interests of the employees' development.
- 6.2.1.11.2 The College at its discretion may grant an employee study leave of such duration as it may determine based on the type of studies the employee is expected to undertake.
- 6.2.1.11.3 The College shall have discretion to approve or refuse an application for study leave.
- 6.2.1.11.4 If an employee is sponsored for training for a period of six months and above he/she shall be bonded for a period of 2 years

### **6.3 National Days and Public Holidays**

- 6.3.1 The following are the National days and Public holidays to be observed in Kenya and all employees will observe them, except those whose retention to be on duty is necessary in the interest of the College.

(a) The National days are:

- |       |              |   |                           |
|-------|--------------|---|---------------------------|
| (i)   | Madaraka Day | - | 1 <sup>st</sup> June      |
| (ii)  | Mashujaa Day | - | 20 <sup>th</sup> October  |
| (iii) | Jamhuri Day  | - | 12 <sup>th</sup> December |

- (b) The Public Holidays are:
- |       |               |   |                           |
|-------|---------------|---|---------------------------|
| (i)   | New Year      | - | 1 <sup>st</sup> January   |
| (ii)  | Good Friday   | - | variable                  |
| (iii) | Easter Monday | - | variable                  |
| (iv)  | Labour Day    | - | 1 <sup>st</sup> May       |
| (v)   | Idd-ul-Fitr   | - | variable                  |
| (vi)  | Christmas     | - | 25 <sup>th</sup> December |
| (vii) | Boxing Day    | - | 26 <sup>th</sup> December |

6.3.2 The Idd-ul-Fitr public holiday will be observed on the 31<sup>st</sup> day from the date of commencement of Ramadhan as will be announced by the Chief Kadhi every year.

6.3.3 In addition to the public holidays, the following will be observed as public holidays by employees as indicated:

- |      |              |   |  |
|------|--------------|---|--|
| (i)  | Idd-ul Adhaa | - | Employees professing the Islamic faith |
| (ii) | Diwali       | - | Employees professing the Hindu faith   |

#### **6.4 Festival Holidays**

6.4.1 Leave of absence on the occasion of religious festivals may be granted without loss of pay for not more than two (2) days in a leave year, subject to the exigencies of the service. An application for leave on such an occasion should be addressed to the Director well in advance of the date on which any particular religious festival is celebrated.

6.4.2 The Director may, at his discretion and subject to the exigencies of the service also allow members of staff an hour or so off-duty for the purpose of attending religious services on festivals other than those on which a full holiday has been granted.

## **CHAPTER VII: MEDICAL BENEFITS**

### **7.1 Policy Statement**

- 7.1.1 It is the Policy of the College to provide Medical privileges to assist an officer and his family in maintaining good health since a healthy employee is an asset to the College.
- 7.1.2 The College will provide medical benefits for employees and their eligible dependants in accordance with the existing service regulations.
- 7.1.3 Medical treatment will be provided to an employee, spouse as officially declared in the employee's records and up to four (4) unmarried and wholly dependent children of up to twenty two (22) years of age or twenty five (25) years if in fulltime school attendance and dependent on the parents. In addition, dependent children who are of any age but disabled and dependent on the parents will be treated as special cases and such cases will be referred to the Director for approval.

### **7.2 In-patient treatment**

- 7.2.1 All employees in grades M1-M17 will be eligible for in-patient treatment for oneself, spouse and up to four (4) children as per the provisions of the medical insurance cover.
- 7.2.2 The medical benefits applicable to unionisable employees will be in accordance with the CBA.

### **7.3 Medical Allowance for Outpatient Treatment**

- 7.3.1 All employees in grades M1-M17 will be eligible for Medical Allowance on monthly basis to enable them seek medical attention from any hospital at rates approved by the Board from time to time.

### **7.4 Accident while on Duty**

- 7.4.1 If an employee sustains an injury in the execution of duty and the injury is not due to negligence or misconduct, the cost of the medical treatment shall be met as provided for in the Group Personal Accident Cover and Work Injury Benefits Act, 2007.

### **7.5 Work Injury Compensation**

- 7.5.1 Employees injured while in the performance of their duties will be compensated in accordance with the Work Injury Benefits Act, 2007.
- 7.5.2 Compensation covers medical expenses, disability and death as specified in the policy.

### **7.6 Procedure for Handling Sick Sheets**

- 7.6.1 When an employee falls ill, except when on leave, he must, where applicable, request the supervisor for a sick sheet, which must be presented to the hospital or clinic

providing treatment. The employee must surrender the sick sheet to the supervisor for recording and filing.

**7.7 Treatment Abroad**

7.7.1 Medical treatment outside the country will be provided in accordance with the terms of the medical insurance cover.

**7.8 Retirement on Medical Grounds**

7.8.1 Where it appears to the Director that an officer is incapable by reason of any infirmity of mind or body of discharging the functions of his public officer, he may and shall if the officer so requests call upon the officer to present himself before a Medical Board which shall be appointed by the Director of Medical Services with a view to it being ascertained whether or not the officer is incapable as aforesaid to determine the prospect of his eventual recovery and fitness for duty.

7.8.2 After examining the officer by the Medical Board, the Director of Medical Services shall submit a report with their recommendations for deliberation by the Management Board of the College and the Human Resource Advisory and Training Committee in cases for officers in Grades M14 to M17 and M1 to M13 respectively.

7.8.3 Any employee certified unfit for continued service by the Medical Board shall be retired from the services on medical grounds in accordance with the employee's Terms and Conditions of Service.

**7.9 Group Personal Accident Scheme**

7.9.1 The College will insure all its employees against any injury as stipulated in the Group Personal Accident cover.

**7.10 Last Expense**

7.10.1 In the event of the death of an employee, spouse or dependent children, the College will provide an amount of Kshs. 20,000 to cover funeral expenses and as provided for in the Medical Insurance Cover and Pension Scheme.

7.10.2 The College will, in addition, meet the cost of a hearse or any other appropriate transport for the body and provide adequate transport for the extended family members during burial.

## **CHAPTER VIII: TRANSPORT AND TRAVELLING**

### **8.1 Policy Statement**

8.1.1 It is the Policy Statement of the College to provide free transport for the employee, his wife and eligible child under twenty two (22) years or 25 years if in fulltime school attendance, unmarried and wholly or mainly dependent on the employee and includes both legally adopted child and incapacitated child of any age and wholly or mainly dependent on the employee, on occasions when he/she is travelling on transfer, retirement and termination of service other than resignation or summary dismissal.

8.1.2 Free transport shall also be provided for the employee travelling on duty, convalescent leave or medical treatment, but this privilege shall not apply to his family.

8.1.3 An employee or a dependant child who is eligible for transport privileges must utilize the same within a period of three (3) months from the date when it is due otherwise the entitlement will be forfeited.

### **8.2 Travelling on Annual Leave**

8.2.1 An officer who takes a minimum of one-half (½) of his annual leave will be eligible for a leave allowance once a year at the rates determined by the Government from time to time.

### **8.3 Travelling on Termination of Appointment or Retirement**

8.3.1 On termination of appointment or on retirement, an officer will be provided with free transport to any desired destination of residence within Kenya. This privilege will not apply to an officer who resigns his appointment or who is dismissed from the service.

### **8.4 Travelling for interview**

8.4.1 An officer who is invited for an interview by the College will be regarded as travelling on duty and his travelling expenses will be paid for by the College. This regulation will also apply to officers who travel to other stations to sit for examinations conducted by the Public Service Commission.

8.4.2 Where official transport will not be available, the College shall make reimbursement of travel expenses incurred by the employee.

### **8.5 Travelling for Medical Treatment / Convalescent Leave**

8.5.1 When an employee is stationed at a place where appropriate medical attention is not available and, it is certified by an approved Medical Practitioner that it is necessary for the employee or a member of his family to travel in order to obtain treatment, transport will be provided in accordance with the provision of the Medical Cover.



8.5.2 An employee on advice by a medical practitioner to proceed on convalescent leave or treatment to a specified destination shall be provided transport as per the provisions of the Medical Cover.

## **8.6 Travel by Air**

8.6.1 Travelling on duty within Kenya will require prior approval of the Director irrespective of the mode of travelling. Air travel on duty within Kenya will require the prior approval in writing of the Director. Such approval may be given when other modes of transport are either unavailable, air travel is economical or where the saving of time is paramount.

8.6.2 When travelling on duty outside Kenya, an officer should normally travel by air. Such travel shall be by the most direct and economical route.

8.6.3 Air bookings for officers should be arranged as follows:

- (i) Director - Business Class
- (ii) All other officers - Economy Class

8.6.4 Travelling by air for officers on approved medical treatment either within or outside Kenya will be as provided under the Medical Cover.

## **8.7 Transfer of Baggage**

8.7.1 An employee proceeding on transfer or on terminal leave on retirement is entitled to baggage allowance and shall be permitted to make use of the college vehicle or in its absence, hire private transport for the conveyance of his heavy luggage at reasonable charges, subject to the following baggage allowance rates:

<b>Grade</b>	<b>Baggage Allowance Rate per Kilometer</b>
M16 and above	Kshs. 65
M14 to M15	55
M10 to M13	45
M6 to M9	35
M1 to M5	30

## **8.8 Traveling By Taxi**

8.8.1 An employee will be eligible to travel by Taxi if he/she is compelled to travel under the following circumstances

- (i) On duly authorized official duty
- (ii) To attend or coming back from a course, conference or meeting;
- (iii) On medical treatment or convalescent leave or
- (iv) On retirement

8.8.2 Employees travelling in such circumstances specified under sub-section 9.10.1 may make use of a taxi service from his residence to the railway station, appropriate public road transport terminal, or airport and vice versa and claim reimbursement of the cost of taxi fares at standard rates, provided that no College transport is available, or use of public transport is deemed to be inconvenient.

8.8.3 An employee who makes use of own car in the circumstances described in sub-section 8.8.1 above, may claim normal duty mileage allowance based on the prevailing Automobile Association (AA) rates.

## **8.9 Traveling on Transfer or Retirement**

8.9.1 On transfer or on retirement, an employee and his eligible family members shall be provided with free transport to his home at any location in Kenya, provided that such transport is claimed and taken within three months of his cessation of duty. This privilege does not apply to an employee who resigns his appointment, or who is dismissed from service with loss of all benefits.

8.9.2 Where official transport will not be available, the College shall make reimbursement of travel expenses incurred by the employee on advise of the Chief Mechanical and Transport Engineer of the Ministry responsible for transport.

## **8.10 Transportation of the Deceased Employee for Burial**

8.10.1 Free transport facilities for the deceased employee and immediate family members will be provided at College expense to the place of burial when an officer dies while in service and if the spouse or children dies, while the officer is still in service. In addition, the College will make contributions to defray funeral expenses for a deceased officer, one spouse and upto the four (4) children upto a maximum of Kshs. 20,000, in each case.

8.10.2 The Director may use his discretion in determining and authorizing the mode of transport for the conveyance of the deceased's body to the place of burial before meeting such expenses from public funds.

8.10.3 Where the Government transport is not available, a private vehicle may be hired at College expense and should not exceed the charges normally levied by the Local Authority for the hire of a hearse.

8.10.4 The provision of free transport to an officer or officers from the respective Departments who will represent the College at the deceased burial will be granted by the Director.

### **8.11 College Drivers**

8.11.1 An employee required to drive a College vehicle must have a valid driving license and must have passed suitability test organized by the Chief Mechanical and Transport Engineer. A driver shall not drive a type of vehicle for which he is not licensed to drive.

8.11.2 An officer who authorizes the use of a vehicle by a driver who does not possess a valid license, will be held responsible for any pecuniary loss that may result from any eventuality or be subject to disciplinary action.

8.11.3 The cost of renewal of annual driving licenses of the drivers will be met by the College.

8.11.4 All drivers must at all times set the highest standards of road conduct and should neither smoke nor use mobile phones while driving.

### **8.12 Transport Work Ticket**

#### **8.12.1 The use of work ticket for a College vehicle is compulsory**

8.12.1.1 All journeys must be authorized and an endorsement made in the Work Ticket. Any driver operating without a work ticket properly authorizing a journey in question or found deviating from the route authorized or carrying unauthorized passengers or goods will be subject to disciplinary action.

8.12.1.2 The instructions set out in the front cover of the book of work tickets must be made known to all drivers and officers responsible for managing the vehicles.

8.12.1.3 A summary (as provided for at G of the cover) of fuel, oil and distance travelled, will be entered, with the relative work ticket number, in the vehicle log-book on completion of each such ticket or at the end of each month should a ticket remain incomplete at the end of that month.

#### **8.13 Use of College Vehicles**

8.13.1 All vehicles are intended for official purposes and must never be used for private purpose such as for business or pleasure. An employee who makes improper use of a vehicle will render himself liable to surcharge in addition to any other disciplinary action which may include summary dismissal.

8.13.2 No vehicle shall be on the road unless it is properly authorized for official business. In particular, no vehicle should be used outside office hours unless it is authorized by

the Director or the designated officer for the purpose, to carry out an emergency or essential service.

8.13.3 The Director is eligible for chauffeur driven transport. Officers in Grades M1 to M16 are expected to pool transport when travelling to the same destination particularly in the field services under the co-ordination of the person in charge of transport.

8.13.4 In order to facilitate proper monitoring of use of vehicles, the Administrative Manager will submit monthly vehicle returns to the Director. The returns shall specify the following information for each vehicle:

- (i) Vehicle particulars
- (ii) Distance traveled during the month
- (iii) Amount of fuel taken
- (iv) Details and cost of all repairs
- (v) Details of grounded vehicles and reasons
- (vi) Any other relevant remarks concerning the vehicle

8.13.5 All ignition keys to the vehicles will be handed to the designated officer responsible for transport after official working hours.

#### **8.14 Accident Procedure**

8.14.1 All drivers should acquaint themselves with provisions of the Traffic Act, Cap 403 which makes it obligatory for a driver of a vehicle involved in an accident to report the accident to the nearest Police Station in whose area the accident occurs within twenty four (24) hours. Any passenger in the vehicle will be required to write a statement on the accident.

8.14.2 In addition to reporting to the police, the driver is required to give a preliminary accident report on the day of the accident to the Director, even if he is arrested, giving the following particulars:

- (i) Number of College vehicle and the name of the driver.
- (ii) Place, time and brief circumstances of accident.
- (iii) Name of any other person(s) who have or whose property has suffered damage, or who have caused damage to College property, and the number of their vehicle.
- (iv) Estimate of damage suffered by (c) above or by College personnel or property or both.
- (v) The date which the accident was reported and the name of the Police Officer who took the report and the police station where it was made.

8.14.3 In cases where the driver has been arrested, the officer-in-charge of the police station concerned will make this report to the Director but in all other cases the driver

himself, unless incapacitated by the accident, will be responsible for initiating the report.

- 8.14.4 On receipt of the report, it will be the responsibility of the Director to call for a detailed report from the Administrative Manager.
- 8.14.5 Where the College incurs expenditure, whether by reason of any third party claim or otherwise, as a result of any accident to a College vehicle and such accident is attributable wholly or in part to the negligence or misconduct of any College employee, the latter may be required to reimburse the College the whole or part of any such expenditure, in addition to any disciplinary action that he may be subjected to.
- 8.14.6 All cases where there is a claim for damages or personal injuries against the College should be referred to the Director for advice.
- 8.14.7 In cases where claims are paid to insurance companies or advocates in respect of accidents the College will obtain discharge certificates signed by the owner of the vehicle involved. The discharge certificate is in a form obtained from the Permanent Secretary, Treasury
- 8.14.8 Accidents involving College vehicles while being used for private purposes must be reported by the responsible office without delay to the appropriate insurance company.

### **8.15 Use of College Motorcycles / Bicycles**

- 8.15.1 A College bicycle or motor cycle may be made available to a member of the support staff service whose duties entail travelling within the city or town for the purpose of collecting and delivering official mail or other similar duties.
- 8.15.2 College bicycles or motor cycles should be placed in the charge of an officer who should arrange a weekly inspection of all cycles and their accessories and keep a record of such inspection. He should also maintain a register of College cycles and retain one key for each. The register should contain particulars of the frame number, make, c.c. where applicable, type, date of purchase and the name and address of the supplier.
- 8.15.3 A cycle when not in actual use, should be padlocked to an immovable object such as railings, bicycle stand, etc. In case of theft of a motor-cycle, a report should be made immediately to the police giving particulars of the cycle, including the frame number.
- 8.15.4 A College cycle should not be used for private purpose and passengers should not be carried on a cycle on duty.

## **8.16 Log-Books**

8.16.1 Log-books will be maintained by the constituent Training Centre to which vehicles are allotted to provide operating record to the time of their disposal. On disposal of the vehicle, the log-book should be returned to the Director. Officers responsible for College vehicles must inspect them and sign the log-books regularly, preferably weekly, and must insist on their correct completion. Any damage or defect noticed during the inspection should be recorded in the log-book and reported to the Administrative Manager.

8.16.2 Entries in the log-book will include the following information:

- (i) Type and description of vehicle
- (ii) Make
- (iii) Chassis and engine number
- (iv) Engine capacity
- (v) Registration number
- (vi) Department to which vehicle is allotted
- (vii) Brief description of any modifications carried out subsequent to purchase
- (viii) Details of repairs (other than minor adjustments)
- (ix) Monthly progressive mileage totals with average oil/petrol consumption per kilometre or running hours.
- (x) An inventory of tools and equipment issued to the vehicle.
- (xi) Numbers and description of all tyres issued to the vehicle including replacements
- (xii) Record of inspections and oil changes
- (xiii) Fuel, oil and mileage log
- (xiv) Particulars of transfers between departments

## **8.17 Scale of Entitlement**

8.17.1 Provision of vehicles, in terms of model and type, will be in accordance with the Government Circulars issued from time to time.

## **8.18 Immobilization of College Vehicles**

8.18.1 College vehicles when garaged and parked must be immobilized by removal of the switch key and/or removal of the distributor rotor arm. Where driving cabins are provided with doors with locks, the doors of the vehicle must be locked and the keys removed. College vehicles should be parked or garaged only at places authorized by the Director.

## **8.19 Speed Limits**

8.19.1 In addition to maximum speed limits, all College vehicles should adhere to speed limits set by the Ministry responsible for Transport including the fitting of speed governors and seat belts in line with the Transport Licensing Board Regulations. The

Administrative Manager should ensure that these gadgets are checked regularly but not less than four (4) times in a year to ensure that they are functioning at all times.

8.19.2 The maximum speed permitted for College vehicles is as follows:

- |  |   |        |
|--|---|--------|
| (i) Passengers cars and Motor Cycles                   | - | 110kph |
| (ii) 1.5 metric-ton trucks, Land Rovers and light vans | - | 80 kph |
| (iii) 3 - 5 metric-ton trucks                          | - | 80 kph |
| (iv) Any other type of vehicle drawing a trailer       | - | 65 kph |

**8.20 Use of Own Cars**

8.20.1 Where there may be no official vehicle to travel on official duty outside the normal duty station an officer may seek permission from the Director to use his own car.

8.20.2 Where such permission is granted the employee shall claim reimbursement based on the prevailing Automobile Association (AA) rates. The vehicle capacity shall be limited to a maximum of 1800c.c.

## **CHAPTER IX: STAFF PENSION SCHEME**

### **9.1 Introduction**

9.1.1 The College operates a contributory Staff pension Scheme where the contribution rates are 20% and 10% for the employer and employees respectively. The Scheme also incorporates a life assurance element and all members are covered.

9.1.2 All employees shall join and contribute towards the retirement schemes as provided for in their terms of service. An appointed Board of Trustees will administer the employees' retirement benefits. The contributions paid to the scheme's Fund shall be vested with the trustees and can only be paid to an employee leaving employment for any reason or upon attainment of retirement age subject to the rules of the fund.

### **9.2 Eligibility**

9.2.1 All employees engaged on permanent terms of service shall join the College's contributory retirement scheme.

9.2.2 Employees on permanent and pensionable terms will automatically join the College's pension scheme while those engaged on Semi-skilled terms of service shall contribute towards an appropriate Fund Scheme.

### **9.3 Members Retirement Benefits**

9.3.1 Members will be provided with a handbook detailing provision and benefits of the scheme.

### **9.4 Retirement Age**

#### **9.4.1 Voluntary**

9.4.1.1 Employees will voluntarily retire on attainment of fifty (50) years of age or as defined in the Trust Deed and Rules.

#### **9.4.2 Compulsory**

9.4.2.1 Employees of the College shall compulsorily retire on attainment of sixty five (65) years in the case of Academic staff and persons with disabilities (both Academic and Support), whereas Support staff will retire on attaining the age of sixty (60) years.

### **9.5 Exit Procedures**

- (i) The affected employee give/receive retirement/termination or resignation letter.
- (ii) The Notice period is per respective employment contract.
- (iii) The affected employee should obtain clearance form from HR Office and pass the same through relevant stages and returns it back to HR office.
- (iv) The vacation of employee houses should be as per the Employee Housing Policy requirements as follows:



- (a) For retirement, the occupant is required to vacate the house within a period of three (3) months.
- (b) In case of employee dismissal, the employee should vacate the employee houses in fourteen (14) days.
- (c) In case of employee resignation, the affected employee should vacate the employee houses within fourteen (14) days.

## **CHAPTER X: OCCUPATIONAL HEALTH AND SAFETY**

### **10.1 Policy Statement**

- 10.1.1 It is the Policy of the College to provide guidelines and standards for the prevention and protection of employees against accidents and occupational diseases arising at and during the course of work. It also provides procedures to be followed as a result of occurrence of such accidents and modalities for the administration and payment of compensation for work related injuries and accidents contracted during and outside the course of work.
- 10.1.2 The College recognizes its responsibility to provide a healthy, drug and alcohol free environment within which employees should work. Drug and alcohol abuse affects the responsible conduct of business, teaching and learning and therefore will not be tolerated.
- 10.1.3 Employees are urged to avoid alcohol and drug abuse. The College will provide the necessary interventions in terms of educational forums, counselling and other therapeutic measures.
- 10.1.4 The College has put in place measures for the management of HIV/AIDS at the workplace and the rehabilitation of employees who may be facing challenges of drugs and substance abuse.
- 10.1.5 The College shall demonstrate commitment to Occupational Health and Safety and the environment and provide necessary safeguards at all work stations and sites.
- 10.1.6 Waste generated by institutional activities shall be disposed of in a manner, which shall not cause damage to air, water, animals, soil and the general ecosystem.

### **10.2 Guidelines to General Safety**

- 10.2.1 The Director will maintain healthy and safe working conditions for all employees to ensure there is no personal injury caused by accidents.
- 10.2.2 All employees should always consider safety to themselves and others when performing their duties. They should not cause injury, ill health or environmental damage at all times.

### **10.3 Emergency Preparedness**

- 10.3.1 The College shall plan for foreseeable incidents such as accidents, explosions, fire, floods, etc and prepare and outline procedures to be followed in such events.
- 10.3.2 The Director shall have a responsibility of ensuring that all employees and visitors are informed of and are fully conversant with the emergency procedures.

#### **10.4 Fire Precautions**

- 10.4.1 The Director is 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 is also responsible for enforcing all necessary fire precaution measures as directed by both the Ministry responsible for Public Works and the Ministry responsible for Labour.
- 10.4.2 General information on fire precautions and fire equipment is 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.

#### **10.5 Fire Prevention**

- 10.5.1 The Administrative Manager is responsible to ensure that advice is provided on all matters concerning fire prevention, fire fighting, fire protection and fire demonstrations at the College.
- 10.5.2 The Ministry responsible for Public Works is responsible for ensuring that new buildings under construction are provided with adequate fire cover. However, the College is 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.
- 10.5.3 Alterations should not be carried out on buildings without prior consultation with the Fire Officers and the Occupational Safety and Health Officers. Any means of escape from a building should be kept clear of any obstruction which would make it difficult for occupants of the building to escape in case of fire.
- 10.5.4 No hazardous or highly inflammable materials should be stored in buildings without the approval of the Principal Fire Officer or County Fire Officers in compliance with the Act and with the Factories and Other Places of Work (Fire Risk reduction) Rules.
- 10.5.5 Positions of fire fighting equipment must not be interfered with nor should fire fighting equipment such as hose reels and extinguishers be used for purposes other than fire fighting.
- 10.5.6 The College must have a Safety and Health Committee headed by a responsible officer and constituted in accordance with the Factories and Other Places of Work (Safety and Health Committee) Rules.
- 10.5.7 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. 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.

- 10.5.8 The Director should ensure that:-
- (i) Fire fighting teams are formed in all the Stations;
  - (ii) Fire fighting teams and all employees are trained; and
  - (iii) Fire fighting drills are conducted in all Stations at least once in every twelve months in accordance with the requirement of the Factories and Other Places of Work (Fire Risk Reduction) Rules.

## **10.6 Notification of Fires**

- 10.6.1 All fires, however small, must be reported to the Principal Fire Officer or County Fire Officers 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.
- 10.6.2 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.
- 10.6.3 All buildings must be fitted with fire detectors, alarms, water storage tanks and pumps dedicated to fire fighting only and separate from the normal water supply.

## **10.7 Medical Examination**

- 10.7.1 The Director will ensure that all employees working in hazardous occupations will undergo periodic medical examination by the designated health practitioner.

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

- 10.8.1 The Director will ensure that all employees who are employed in any process involving exposure to wet or to any injurious or offensive substances are provided with adequate, effective and suitable protective clothing and appliances.
- 10.8.2 All employees shall be responsible for ensuring that uniforms and protective clothing issued to them are maintained in a clean and suitable condition. The College will issue soap or other cleaning detergents.
- 10.8.3 Uniform must be worn at all times when an employee is on duty. In the event of the loss or unfair “wear and tear” the employee will be held responsible for the cost of replacement.

- 10.8.4 Every employee who is supplied with uniform and/ or any accessories must when on duty, appear in such uniform neat and clean, with the identifications properly exhibited. Stern disciplinary action will be taken against any employee who deliberately fails to wear uniform and name tag issued to him.
- 10.8.5 Any article of uniform will be renewed only after completion of the minimum of period for which they have been prescribed to last.
- 10.8.6 When required by the management, an employee must return all articles of uniform. When an employee leaves the employment of the College, he must surrender any uniform or identifications that had been issued to him.
- 10.8.7 Where the uniform has been produced for inspection and replaced in accordance with the relevant clause above, the employee may be permitted to retain the old uniform for his personal use, provided that he does not wear it again on duty and provided that any College insignia is removed.

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

- 10.9.1 The Director will 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 requirement in the Occupational Safety and Health Act.

#### **10.10 Compensation In case of Injury or Death**

- 10.10.1 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.

#### **10.11 Reporting of Accident**

- 10.11.1 Immediately an accident or development of an occupational disease resulting in death or injury to an employee comes to the notice of the Supervisor under whom he is directly deployed, the Supervisor should make a claim for compensation in accordance with the procedure set out below:-
- 10.11.2 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.
- 10.11.3 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 officer.

- 10.11.4 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.
- 10.11.5 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.
- 10.11.6 The Director may either request the Director of Medical Services to convene a Medical Board for reassessment of the College's liability to pay compensation or may request the Director of Occupational Safety and Health Services to appoint a medical panel for reassessment on the officer's diagnosis or injury.

## **10.12 Approval and Distribution of Compensation**

- 10.12.1 If it is considered by the Director of Occupational Safety and Health Services that the College is liable to pay compensation, the Director of Occupational Safety and Health Services will send a demand note to the Director indicating the amount of money to be paid to the injured/sick employee or the dependants of a deceased employee.
- 10.12.2 The payment of the money due for compensation to the injured or deceased employee shall be made within 90 days.
- 10.12.3 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.
- 10.12.4 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 returned to the Director; and
  - (iii) The other copy to be retained by the Director of Occupational Safety and Health Services.

## **10.13 Recourse to Court**

- 10.13.1 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 (OSHS).
- 10.13.2 In case the employee or the College 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.

**10.14 Compensation Payable during Sick Leave under WIBA**

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

**10.15 Reporting Injury, Serious Illness or Death**

10.15.1 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 Director, stating relevant particulars of the employee.

10.15.2 The next-of-kin must be informed immediately and be made aware of the circumstances under which the employee sustained injuries or met his death.

10.15.3 In addition to the report referred to in provision 15.14.1, a death certificate should be submitted as soon as possible to facilitate processing of final dues.

10.15.4 The accident should also be reported to the Director of Occupational Safety and Health Services within 24 hours in accordance with the requirement of the Occupational Safety and Health Act.

**10.16 HIV/AIDS as a Workplace Issue**

10.16.1 HIV/AIDS should 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.

**10.17 Fighting Stigma and Discrimination**

10.17.1 An employee shall not be discriminated or stigmatized on the basis of HIV status. It will therefore, be an offence for any person to discriminate another on the ground of actual, perceived or suspected HIV status in relation to employment, access to education, credit, insurance, travel, health care and habitation or any other ground.

**10.18 Safe and Healthy Work Environment**

10.18.1 It shall be the responsibility of the Supervisors to minimize the risk of HIV transmission by adopting First Aid/Universal infection control precautions at workplace.

**10.19 Screening for Purposes of Employment/Recruitment**

10.19.1 HIV screening shall not be a requirement for job seekers, recruitment or for persons in employment;

10.19.2 Screening shall be confidential, voluntary and shall be after counseling 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.

10.19.3 Employees with HIV-related illness should be allowed to work for as long as they are fit to work and HIV infection should therefore, not be a cause for termination of employment.

#### **10.20 Health Care Services**

10.20.1 Employees, including spouses and children, are eligible to affordable health care services and to benefit from statutory and occupational schemes.

#### **10.21 Additional Sick Leave/Less Working Hours**

10.21.1 Sick leave will be provided to employees affected or infected with HIV/AIDS as stipulated in the relevant regulations. However, the Director may grant additional sick leave days on a case to case basis.

#### **10.22 Drug and Substance Abuse**

10.22.1 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.

10.22.2 The College will provide both in-patient and out-patient rehabilitation services. If absence from work is required as part of in-patient rehabilitation, sick leave will be granted. For out-patient rehabilitation, annual leave will apply. The family of the officer will be involved through Employee Family Assistance Programme (EFAP).

#### **10.23 Guiding Principles**

10.23.1 The College as the employer will:

- (a) Promote the health, well being and safety of all employees, their families and surrounding community;
- (b) Ensure that no employee with drug/substance problem will be disciplined for requesting help in overcoming the problem or for involvement in rehabilitation effort;
- (c) Ensure that no employee is discriminated against in providing Drug and Substance Abuse rehabilitation services;

#### **10.23.2 The employee will:-**

10.23.2.1 Report for duty and remain sober while at work;

10.23.2.2 Create conducive working environment for each other;

10.23.2.3 Seek advice and follow recommended treatment promptly once one suspects that he has a problem; and



10.23.2.4 Recognize that problems related to drug/substance abuse are not an excuse for poor performance;

**10.24 Return-to-work Agreement**

10.24.1 An employee who has been in Counseling and rehabilitation must sign and abide to the terms sets forth in a Return-to-work Agreement as a condition for continued employment.

10.24.2 Failure to change the undesirable behaviour through counseling and rehabilitation will lead to disciplinary measures which would include termination of service on medical grounds.

**10.25 Protection to the Environment**

10.25.1 All employees shall endeavour to protect the environment in the performance of their duties. All actions that contribute to the air, water and general environmental pollution should be prevented or minimized.

10.25.2 Employees shall ensure that waste generated at work places are handled, collected and disposed of properly.

10.25.3 Senior employees and supervisors shall be responsible for inspecting their respective work places for environmental, health and safety hazards, and devise suitable measures for their management.

**10.26 First Aid Kit**

10.26.1 The College 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
- (vi) Snake bite reliever (for field officer)

## **CHAPTER XI: STAFF TRAINING**

### **11.1 Policy Statement**

- 11.1.1 The College recognizes the role of training as a management tool in improved productivity, efficiency and employee career development. Training as an improvement tool is a basic requirement for any formal College.
- 11.1.2 The College places high premium on training in its efforts to become highly productive and will continue to complement its professional and technical employee in all areas of operation.
- 11.1.3 The College's operations are of highly specialized nature, characterized by high precision skills and technical knowledge among the professional, technical and supportive employee. There is need not only to recruit the right caliber of personnel but also to train the incumbents for necessary skills.
- 11.1.4 All employees will be eligible for training sponsorship.

### **11.2 Training Objectives**

- 11.2.1 To provide an induction programme for newly recruited employees by introducing them to the College, their department, jobs, working colleagues and encouraging a sense of professional commitment and team spirit.
- 11.2.2 To equip employees with skills, knowledge and competencies relevant to their duties.
- 11.2.3 To introduce technical personnel to new technology in their areas of specialization.
- 11.2.4 To ensure that employees are prepared, trained and developed to be competent in their respective tasks within the College.
- 11.2.5 To provide operational procedures and administrative tools for effective implementation of the training policy.

### **11.3 Induction**

- 11.3.1 All newly appointed employees, including those on contract terms, will be inducted within one (1) month of appointment.
- 11.3.2 The College will develop an Induction Manual.

### **11.4 Job Rotation and Mentoring**

- 11.4.1 Newly appointed employees shall be required to rotate in all the Departments for at least two (2) weeks in each Department to familiarize themselves with the operations of the College.
- 11.4.2 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 and based in the same office. 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 College.

## **11.5 Sponsorship for Educational and Professional Training**

11.5.1 Subject to availability of funds, the College shall sponsor employees for various courses in order to acquire additional qualifications relevant to their jobs.

11.5.2 The Human Resource and Administration Manager shall undertake training needs assessment and prepare annual training projections for the employees.

11.5.3 Employees on permanent and pensionable terms of service shall be considered for sponsorship provided that they have rendered satisfactory service for a minimum period of two (2) years service.

11.5.4 No employee shall be sponsored for undergraduate degree program.

## **11.6 Eligibility for Training**

11.6.1 All employees will be eligible for at least five (5) days training in a year.

11.6.2 Employees on probation will not be eligible for long courses lasting more than six (6) weeks.

11.6.3 Employees sponsored for a long course will be required to work for at least two years before they can be considered for another course.

## **11.7 Training Levy**

11.7.1 An employee selected to undertake a course locally lasting for more than four (4) weeks and above will be recovered 10% of his basic salary per month for the full duration of the course. The recovered amount will be an employees' contribution to the cost of the training.

11.7.2 An employee selected to attend a course lasting for four (4) weeks and above outside the country will contribute a training levy of 20% of his basic salary for the full duration of the training. This will be regardless whether the course is sponsored by the College or by Development Partners through bilateral arrangements.

## **11.8 Training Committee**

11.8.1 The Human Resource Training and Advisory Committee shall be responsible for selection of suitable employees, based on the training projections for various training sponsorships, both locally and abroad. The Director or his appointed designate shall be the chair of the Committee while the Human Resource Manager shall be the Secretary. All Heads of Department will be members of the Committee.

## **11.9 Conditions Applicable to Staff on Training**

### **11.9.1 Salary**

11.9.1.1 An employee attending a course will be deemed to be on duty and will be eligible for salary during the period of training.

11.9.1.2 Provided that his study reports and conduct are satisfactory, an employee shall be eligible for consideration of promotion when due and receive annual increments.

### **11.9.2 Allowances**

11.9.2.1 An employee travelling to attend a course shall be deemed to be on duty and shall be reimbursed any travelling and subsistence expenses incurred.

11.9.2.2 An allowance to purchase books, training instruments and apparatus, etc, shall be given to the employee on the basis of the recommendation provided by the head of the institution where the course shall be held.

11.9.2.3 Payment of house allowance and medical allowance will continue during training.

### **11.9.3 Leave**

11.9.3.1 Attendance at a course which has no provision for vacation will count as duty for the purpose of a staff's eligibility for leave.

11.9.3.2 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 that he enjoys a minimum of one 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.

11.9.3.3 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.

## **11.10 Expenses to be met by the College**

11.10.1 The College shall meet the cost of the following items for employees sponsored for training:

- (i) Pre-departure medical examination, visa, vaccination and inoculation fees;
- (ii) Full 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;
- (iii) Cost of transport and traveling necessary in connection with the employee's training, other than commuting between the hostel and place of study;
- (iv) Local transport and traveling to and from the airport of departure and arrival in the Country;

- (v) Economy class passage to and from the country in which the course is held and;
- (vi) Medical insurance cover, where applicable.

**11.11 Expenses to be met by the Employee**

- 11.11.1 The employee will meet the following expenses from subsistence allowance:-
- (i) Cost of the passport;
  - (ii) The full cost of subsistence during the semester and while on vacation, whether this takes the form of a fee for a residence at an institution or payment of boarding and lodging outside the institution;
  - (iii) Fares for daily journeys between his lodging and place of study;
  - (iv) Purchase of outfit and clothing including any academic dress required;
  - (v) Personal commitments including laundry, recreation, entertainment and voluntary subscriptions; and
  - (vi) Expenses of personal nature that may be incurred during semester, vacation, including traveling and subsistence.

**11.12 Progress Report**

- 11.12.1 An employee undergoing along course shall be required to submit periodic / semester progress reports. Non submission of such reports shall lead to termination of training.

**11.13 Training Report**

- 11.13.1 An employee sponsored for training will be required on return to prepare a report on the training attended. Special attention should be given as to how the skills acquired from the training can be shared with other employees in order to maximize the impact of training.
- 11.13.2 The Report shall be submitted to the Director within two (2) weeks from the date an employee reports for duty from the training.

**11.14 Resumption of Duty**

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

**11.15 Refund of Training Expenses Incurred by the College**

- 11.15.1 An employee sponsored for training may be called upon to refund any sums of money expended on him under the following circumstances:-
- (i) If through own acts of omission or commission, unsatisfactory conduct and general 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 excuse.

**11.16 Conference and Seminar**

11.16.1 An employee attending a conference, seminar, workshop and study tour, whether locally or abroad, usually of up to four (4) weeks duration, shall be regarded as travelling on duty and shall receive appropriate allowances in accordance with Regulation 11.9 herein.

**11.17 Training Bond**

11.17.1 The College will enter into a formal agreement with an employee proceeding on a course (locally or abroad) lasting for more than six (6) weeks.

11.17.2 The period of the bond will be determined by the duration of the course as follows:

<b>Course Duration</b>	<b>Bond Period</b>
Six (6) months upto 1 year	One (1) year
More than one (1) upto two (2) years	Two (2) years
More than two (2) upto three (3) years	Three (3) years
More than (3) years	As per the duration of the course but should not exceed five (5) years

11.17.3 The bond amount for employees sponsored for full-time courses will be the total cost of the training plus the gross salary for the period, less 10% and 20% recovered as training levy for those attending courses locally and abroad respectively.

11.17.4 The employee will be required to redeem the bond amount in full in case of default.

**11.18 Monitoring and Evaluation**

11.18.1 The College shall establish what benefit is accruing from its investment in terms of time and money in the training and development of its staff, in order to assess achievement and improve future effectiveness. Information on training and development activity will be reviewed annually. The review will include consideration of:

- (i) Average training and development investment per employee;
- (ii) Cash investment in training and development as a percentage of employee costs and;
- (iii) Training and development hours per person per annum.

**11.19 Training Projection**

11.19.1 It is the responsibility of the Human Resource Manager to prepare an annual training programme as well as training budget. The annual training programme shall be prepared in consultation with all the Departments.

11.19.2 At the end of each year, the Human Resource Manager will prepare an annual report on all the training activities carried out. The report shall include an assessment of the validity and cost-effectiveness of the different activities as well as recommendations on training activities for the following year.

## **CHAPTER XII: PERFORMANCE MANAGEMENT**

### **12.1 Policy Statement**

12.1.1 The College recognizes performance management system as a critical component of the human resource management function whose overall objective is to manage and improve performance in College by enabling a higher level of employee participation and involvement in planning, delivery and evaluation of work performance.

12.1.2 The Performance Appraisal System (PAS) is predicated upon the principle of work planning, setting of agreed performance targets, feedback and reporting. It is linked to other human resource systems and processes including recruitment, employee development, career progression, placement, incentives and sanctions.

12.1.3 The specific objectives of PAS are to:-

- (i) Link individual performance with College performance;
- (ii) Enable Supervisors and Appraisees to continuously assess work progress;
- (iii) Assess on timely basis the learning/development needs of employee;
- (iv) Promote accountability;
- (v) Promote communication and encourage continuous feedback between Appraiser 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, on-going discussions and fair participatory appraisal; and
- (viii) Provide information for decision making on administrative and human resource issues such as renewal of contract, promotion, delegation, training, deployment, reward and sanctions.
- (ix) Identify the strengths and weaknesses of an employee in performing his work and to encourage such employee to overcome any difficulties.
- (x) Determine training needs and evaluate training effectiveness for employee development purposes.
- (xi) Ensure fair distribution of rewards based on merit, performance improvement and potential for future responsibilities.
- (xii) Help achieve efficiency and high productivity for the College.

### **12.2 Scope of Application**

12.2.1 PAS shall apply to all employees of the College. PAS primarily consists of the following:-

- (i) Work planning and setting of performance targets;
- (ii) Employee competencies and values assessment;
- (iii) Performance appraisal, and
- (iv) Reward and sanctions.



12.2.2 Two copies of the Appraisal Form will be completed; one copy of the report shall be kept in the employee's confidential file, while the remaining copy shall be retained by the employee.

12.2.3 The primary responsibility for implementing PAS rests with the Director. The Director shall provide the appraisal report together with the mid-year review to the Board.

### **12.3 Appraisal System**

12.3.1 In order to attain high productivity and to provide immediate feedback to employees on their performance, the College will encourage an open appraisal system conducted on a regular basis with the objective of achieving effective performance management.

### **12.4 Categories of Appraisal**

12.4.1 Reports on the performance of all staff of KMTC other than those engaged on casual basis, shall be made annually on the prescribed form for each category of staff.

### **12.5 The Main Objective of Staff Appraisal Report**

12.5.1 This is to enable the College gauge the employee's suitability for advancement, training and for merit rating. It is, therefore, important that reports be accurate, realistic and as informative as possible. It is in the interest of the employees and the efficiency of the College, that a careful appraisal of each employee's abilities, work performance and conduct is done.

### **12.6 Quarterly Assessment**

12.6.1 In order to compile accurate information for completion of the annual reports, appraisers are required to maintain a quarterly performance report on each appraisee which will serve as a guide in completion of the report.

### **12.7 Assessment Procedure**

12.7.1 Employees will be required to have joint discussions with their supervisors on their performance. The appraisees will have an opportunity to comment on the assessment by the Appraiser.

### **12.8 Assessment Panel**

12.8.1 To ensure the accuracy and objectivity of the final assessment, all ratings will be approved or moderated by an Assessment Panel. The members of the Assessment Panel will comprise of all heads of departments.

## **CHAPTER XIII: SPORTS AND RECREATION FOR STAFF**

### **13.1 Policy Statement**

13.1.1 The College will encourage sporting and recreational activities among staff to enhance the College's public image and also serve as a forum for employees to interact in an informal setting. This is important as it reduces stress levels and enhances team building. To this end, a Staff Club will be established in the College.

13.1.2 The College shall encourage employees and family members to join the Club in order to participate in sports and recreational facilities. The College may meet entry and membership fee for senior employees. The employees will meet the cost of other expenses at the Club.

### **13.2 Sports Club**

13.2.1 The College shall establish a Sport Club and all employees are eligible to join the Club on voluntary basis.

13.2.2 The members shall elect the officials to run the Club. The officials will in turn determine the membership and Club fee.

13.2.3 The Sports Club acts as a bridge between staff in the Colleges.

13.2.4 The College shall provide sports and recreational facilities for the members. These include darts, table tennis, lawn tennis, football, volley ball, netball etc.

### **13.3 Funding**

13.3.1 The College shall provide funding for the staff club for provision of its activities to staff and eligible family members. In addition the Club may generate its own funds to supplement those provided by the College to ensure it remains afloat.

### **13.4 Leave for Sportsmen/women**

13.4.1 Employees who will be required to participate in sporting activities in and outside the country will be granted special leave as provided in the Terms and Conditions of Service.

## **CHAPTER XIV: EMPLOYEE CONDUCT AND DISCIPLINE**

### **14.1 Policy Statement**

- 14.1.1 It is the Policy of the College to provide Rules and Regulations is to ensure compliance and discipline and to correct any conduct that may not conform to such rules. The College reserves the right to impartially administer discipline and the employee has the right to be granted a fair hearing.
- 14.1.2 The general Rules of Conduct are to be observed by an employee so as to maintain integrity and loyalty to the College and also uphold the dignity of the public office to which he has been appointed.
- 14.1.3 It should be borne in mind that each employee occupies a special position within the College and ought to be proud of that position and ensure that his conduct both in public and in private life does not bring the service into disrepute.
- 14.1.4 Breach of all or any part of the provisions of this section, will constitute an offence against the College, and a duly authorized officer(s) shall act in an appropriate manner depending on the degree of infraction thereto.
- 14.1.5 In determining the degree of the offence committed, the immediate supervisor will assess its seriousness an the extent to which it infringes upon the rules of the College:

### **14.2 Supervisor's Responsibility**

- 14.2.1 Depending on the seriousness of the offence committed, it will be incumbent upon all those persons in the College charged with the responsibility of supervising the work of others, to familiarize themselves with the due process of disciplining employees who fail to meet the required standards of work or conduct. In this regard, all such cases shall be treated fairly and justly and the employee given a fair hearing to respond to charges brought against him.
- 14.2.2 It is, therefore, imperative that every employee adheres to these rules of conduct and such other rules, which may be promulgated from time wit scrupulous care. Failure to adhere to these rules will lead to disciplinary action.

### **14.3 Official Secrets Act Declaration**

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

### **14.4 Conflict of Interest**

- 14.4.1 All employees will be required to declare their business interests and companies or partnerships in which they hold interests. An employee's business interests should not be in conflict, in whatever nature, with the interests of the College.

**14.5 Declaration of Income, Assets and Liabilities**

14.5.1 All employees shall every two (2) years submit a Declaration of Income, Assets and liabilities of himself, spouse and dependent children less than eighteen (18) years to the Public Service Commission of Kenya in accordance with the Public Officer Ethics Act, 2003.

**14.6 Newspapers and Publications**

14.6.1 An employee must not, except with the express permission of the Director, act as an editor of any newspaper, or take part directly or indirectly in the management thereof, nor publish in any manner anything which may reasonably be regarded as being of a political or administrative nature, whether under his own name, under a pseudonym or anonymously.

14.6.2 An employee may however, publish in his own name, matters relating to subjects of professional or general interests not involving public matters, politics, the College or Government affairs.

14.6.3 An employee who wishes to publish an article or deliver a speech, the substance of which may subsequently be published or the substance of which may reasonably be regarded as being of political or administrative nature, shall seek permission to do so from the Director and a draft of the proposed article or speech submitted for approval.

**14.7 Media Interviews**

14.7.1 An employee, whether on duty or on leave, must not accept to be interviewed on issues affecting the College on matters of public policy. The spokesperson of the College shall be the Director or an officer duly authorized by him.

**14.8 Political Views**

14.8.1 An employee is entitled to his own views on political matters but is not permitted to express those views in Public.

14.8.2 An employee shall not, in connection with the performance of his duties do the following:

- (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; or
- (iv) Use his political stand to intimidate others perceived to be in a different view.

- 14.9 Opinion on Foreign Powers**
- 14.9.1 While it is not the desire of the College to interfere with the liberty of free speech, any lack of discretion on the part of any employee in expressing an opinion on the actions of a friendly foreign power that may embarrass the Kenya Government, may precipitate disciplinary proceedings being taken against the employee.
- 14.10 Disclosure of Information**
- 14.10.1 An employee must not disclose any information concerning the affairs of the College or its employees or show or release any official document to any person not connected with the College unless authorized by the Director.
- 14.10.2 Individual invitations to give technical advice or present papers should be channelled through the Director.
- 14.11 Pecuniary Embarrassment**
- 14.11.1 The College will provide assistance to employees who are in financial difficulty to extricate themselves from their problems. However, there is a limit beyond which an employee may be assisted and it may be necessary to terminate the services of anyone who is persistently in financial difficulties to the extent that he either becomes a risk to the College or is unable to carry out his duties effectively.
- 14.12 Gifts**
- 14.12.1 An employee is prohibited from receiving valuable presents (other than gifts from the personal friends and relatives) personal benefits and from giving such presents. This applies for example to Christmas presents as much as to any kind of gift.
- 14.12.2 This regulation applies not only to the employee himself, but also to his family. It is not intended to apply to cases of remuneration for special services rendered and paid for with the consent of the College. This regulation may be relaxed on the occasion of an officer's retirement in normal circumstances from the College with the prior permission of the Director.
- 14.12.3 Presents from public personages which cannot be refused without being offensive will be handed over to the College, unless the Director's prior permission has been obtained by an officer to retain the present.
- 14.12.4 When presents are exchanged between officers acting on behalf of the College in ceremonial occasions with other Colleges or their representatives, the presents received will be handed over to the College, and any present in return will be given at the College's expense.

**14.13 Undue influence**

14.13.1 Employees are warned that the practice of seeking the influence of Members of the Board, Members of the National Assembly or other persons as a means of bringing their services to the notice of the College with a view to consideration for promotion or other favours is viewed with disapproval. Any such attempt to obtain such favours is considered irregular and will not be of advantage to the employee and, on the other hand, may actually be detrimental to his interests.

**14.14 Absence from Duty**

14.14.1 An employee who, without leave or reasonable cause, absents himself from duty for more than seven (7) days shall be regarded as having vacated his office and may render himself liable to summary dismissal with loss of all benefits.

14.14.2 An employee who absents himself from duty on account of ill health shall be required to produce within 48 hours, a medical certificate signed by a Government Medical Officer or a Private Medical Practitioner. If such a certificate is not forthcoming, the employee will be regarded as having been absent from duty without permission and may be liable to disciplinary action, which may include summary dismissal, with loss of all benefits.

14.14.3 Where an employee is absent from duty without permission or lawful cause for a period exceeding twenty-four hours (24) and the employee cannot be traced within a period of the ten (10) days from the commencement of such absence, or if traced, no reply to a charge of absence without permission is received from him within ten days after the dispatch of the charge to him, he may be dismissed from the College.

14.14.4 An employee who has been absent from duty without leave or reasonable excuse may be required to forego an amount which bears the same relation to his annual pay or salary as such period of absence bears one (1) year.

14.14.5 When an employee has been absent from duty without permission and has continued to be paid leading to over payment, the amount in question may be recovered from his salary or any other monies due to him from the College or may be sued for and recovered in any court of competent jurisdiction.

**14.15 Disciplinary Committee**

14.15.1 The Director shall constitute a Human Resource Advisory and Training Committee which shall deliberate on disciplinary cases involving staff in grades M1 to M13. The Director or his appointed designate shall chair the Human Resource Advisory and Training Committee while the Human Resource Manager shall be the Secretary to the Committee. The other members of the Committee shall be the Heads of Department.

14.15.2 Disciplinary cases involving staff in grade M14 and above will be deliberated on by the Establishment Committee of the Board.

#### **14.16 Minor Offences**

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

14.16.2 Minor offences include:-

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

#### **14.17 Major or Serious Offences**

14.17.1 Major or Serious Offences are those which substantially interfere with the smooth running of the College and which are likely to generate severe disciplinary action been 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) Sleeping while on duty;
- (iii) Disobedience to a Supervisor;
- (iv) Any act of insubordination;
- (v) Gross incivility towards a customer;
- (vi) Use of insults, threats and objectionable language or behavior towards an employee or client;
- (vii) Reporting to work under the influence of alcohol;
- (viii) Unauthorized communication to the media;
- (ix) Failure to comply with an order, regulation or lawful instruction without sufficient reason;
- (x) Improper disclosure of information to unauthorized person;
- (xi) Conviction by a court of law for an offence for which he is punished with a term of imprisonment;
- (xii) Misuse of stores, equipment, motor vehicles or other property;
- (xiii) Indebtedness;
- (xiv) Dishonesty reflecting adversely on the honesty and moral integrity of an employee's duties;
- (xv) Deliberate mis-posting of payments;

- (xvi) Soliciting and receiving bribes from customers in the name of the College;
- (xvii) Impersonation or receiving money by false pretences;
- (xviii) Inefficiency in work performance;
- (xix) Irregular awarding of tenders;
- (xx) Tampering with official mails;
- (xxi) Gross negligence of duty resulting in loss of property or funds;
- (xxii) Conspiring with customers to defraud or compromise the interest of the College;
- (xxiii) Tampering with files;
- (xxiv) Fighting at the place of work;
- (xxv) Sexual harassment at the work place. Under these Regulations, sexual advances include requests for sexual favours and other verbal or physical conduct of a sexual nature;
- (xxvi) Continuous lateness at place of work;
- (xxvii) Financial embezzlement; and
- (xxviii) Fraud.

14.17.2 The list of the offences is not exhaustive and the Director will advise on any offence not covered herein.

#### **14.18 Disciplinary Action**

14.18.1 The following disciplinary action may be taken against an employee:

- (i) Written warning;
- (ii) Recovery of the cost or part of the cost of any property whose loss or breakage is caused by default or negligence of the employee;
- (iii) Recovery of salary equivalent to the number of days of unauthorized absence from duty;
- (iv) Withholding of salary increment;
- (v) Stoppage of salary increment;
- (vi) Demotion or reduction in grade;
- (vii) Retirement on public interest; and
- (viii) Dismissal

14.18.2 Though there might be no clear dividing line, the first two disciplinary actions provided in Regulation 14.16.1 will apply to cases of minor offences, while the other actions will be applicable to cases on gross misconduct.



## **14.19 Disciplinary Procedure**

### **14.19.1 Counselling**

14.19.1.1 This should be the first step in a disciplinary procedure. An employee who has committed a minor disciplinary case should be counseled. The supervisor should discuss the matter with the employee and request the employee to reform.

14.19.1.2 If the employee repeats the same or another offence of similar nature, the formal disciplinary procedure should be invoked.

### **14.19.2 Verbal warning**

14.19.2.1 The immediate supervisor will issue a verbal warning in respect of the first instance of minor offence. The supervisor shall note any verbal warning in his diary for future reference.

### **14.19.3 Written Warning**

14.19.3.1 If the explanation is not acceptable to the supervisor or Officer judging the case, these shall be stated in a warning letter to the employee. The employee shall be required to signify in writing that he has read and understood the contents of the letter.

14.19.3.2 A warning letter shall be in force for six (6) months.

14.19.3.3 A second written warning shall be given to an employee who having committed a minor offence earlier, shall repeat a similar offence during the period when a second warning shall still be in force.

14.19.3.4 Third written and final warning shall be issued when the employee commits the same or another offence of similar severity, during the period when a second warning shall still be in force.

14.19.3.5 The warning will be deemed invalid after six (6) months from the date of the third and final warning and following satisfactory improvement in performance or behavior, but will not be removed from the employee's file.

14.19.3.6 Before a final warning is given to an employee, the reasons contemplated will be known to the employee in writing and he shall be provided with an opportunity to respond within 21 days.

14.19.3.7 If the offence is repeated or the failure not corrected or should the employee shall commit an offence of similar severity, the employee shall be summarily dismissed.

14.19.3.8 There may be exemptions to the formal disciplinary procedures. In certain cases, the misconduct might be serious enough to justify only one written warning which will act as the first and final warning. For example no warning will be granted for cases involving insubordination, verbal abuse, refusal to obey reasonable instructions and absenteeism among others.

#### **14.19.4 Show Cause Letter**

14.19.4.1 The formal disciplinary procedure starts with a “show cause letter”. The employee will be informed in writing by the supervisor of the nature of the complaint/allegation. The employee will be required to submit his response within twenty one (21) days.

14.19.4.2 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.

#### **14.19.5 Interdiction**

14.19.5.1 Interdiction is a procedure applied on serious disciplinary cases that require investigations involving any breach of the rules and regulations in order to allow establishment of fact of the case.

14.19.5.2 This formal disciplinary punishment will be applied to major disciplinary offences. An employee who is on interdiction will be paid not less than 50% of his basic monthly salary less any statutory deductions. During this period the employee will continue to receive house allowance and medical benefits at full entitlement.

14.19.5.3 While on interdiction, the employee will be required to report to his supervisor and sign a register once week.

14.19.5.4 In the event the employee fails to report as instructed, the interdiction will automatically be translated to suspension.

14.19.5.5 Interdictions shall not exceed three (3) months, within which time investigations should be completed and disciplinary action determined.

#### **14.19.6 Suspension**

14.19.6.1 Where an employee has been charged with a criminal offence, the employee shall be suspended from the exercise of his duties by the Director pending consideration of the case.

14.19.6.2 While on suspension, an employee will not be entitled to any salary but will receive house allowance and medical benefits. An employee who is suspended

may not leave his duty station without the permission of the Director or officer who is empowered to give such permission.

14.19.6.3 Suspensions shall not exceed three (3) months, within which investigation should be completed and disciplinary action determined.

14.19.6.4 The College shall have the discretion to finalize such a case administratively, separate from the court process, if it is the view of the College that the offence amounts to gross misconduct and injurious to its interest or image.

**14.19.7 Surcharge**

14.19.7.1 This formal disciplinary punishment will be applied to minor disciplinary offences. The College may resolve to surcharge an employee on account of misappropriation of the College's monies or properties, malicious damage or misuse of the same.

14.19.7.2 The Human Resource Advisory and Training Committee may resolve to surcharge the employee in full or an amount proportionate to the offence.

14.19.7.3 In all surcharge cases, a show cause letter must be issued and the employee allowed to submit his defense.

14.19.7.4 Surcharge cases should be implemented as follows:

14.19.7.5 In monthly installments that shall not exceed 25% of employee's monthly basic salary;

14.19.7.6 At termination or expiry of contract, any outstanding amount of surcharge will be settled from the employee's terminal dues; and

14.19.7.7 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 College, until the full amount of surcharge is paid.

**14.19.8 Dismissal**

14.19.8.1 In the event of failure to heed a final written warning, an employee will be advised that he may face summary dismissal.

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

14.19.8.3 A letter narrating 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.

14.19.8.4 An employee who is declared bankrupt or in any way commits an act which is likely to cause embarrassment to the College will be liable to summary dismissal.

14.19.8.5 In the event of gross misconduct (for example gross insubordination, misappropriation/embezzlement of funds, fighting, misuse of information of a confidential letter, absenteeism, public outrageous behavior, unauthorized drinking on the premises and conduct which brings the College or the individual into disrepute, among others, an employee will be liable to interdiction or suspension pending outcome of an investigation by the Director.

14.19.8.6 In conveying the decision of the dismissal, the employee shall be informed of his right of appeal to the Board within six (6) weeks.

14.19.8.7 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 pension scheme or the provident fund.

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

#### **14.19.9 Appeal**

14.19.9.1 Employees in grade M14 and above on disciplinary action shall have the right of appeal to the Board while employees in grade M1 to M13 will appeal to the Director. The appeals shall be made in writing within six (6) weeks from the date of the letter conveying the disciplinary action.

14.19.9.2 All appeals on disciplinary matters will be addressed to the Director.

14.19.9.3 No appeal shall be entertained unless it is received within forty two (42) days of the date upon which the decision is addressed to the officer.

14.19.9.4 The College shall entertain only one appeal in each case.

#### **14.19.10 Reviews**

14.19.10.1 An officer may within one (1) year after the decision of the College apply for a review of his case.

#### **14.19.11 Criminal Proceedings**

14.19.11.1 In the event that criminal proceedings are preferred against an employee for offences which do not directly relate to the College, the College shall suspend the

employee, pending internal investigations whether the Colleges and rules and procedures have been breached and appropriate action taken.

**14.19.12 Authority for Delegated Powers**

14.19.12.1 The Table provides a sample of disciplinary measures and the authorized person to impose them.

<b>Grade</b>	<b>Disciplinary Measure that May be Instituted</b>	<b>Who may Impose</b>
M1 to M8	i) 1 <sup>st</sup> Warning ii) 2 <sup>nd</sup> Warning iii) 3 <sup>rd</sup> Warning iv) Dismissal	i) Supervisor ii) Supervisor/Human Resource Manager iii) Human Resource Manager iv) Director
M9 to M13	i) 1 <sup>st</sup> Warning ii) 2 <sup>nd</sup> Warning iii) 3 <sup>rd</sup> Warning iv) Dismissal	i) Human Resource Manager ii) Human Resource Manager iii) Director iv) Director
M14 and above	i) 1 <sup>st</sup> Warning ii) 2 <sup>nd</sup> Warning iii) 3 <sup>rd</sup> Warning iv) Dismissal	i) Director ii) Director iii) Board iv) Board

14.19.12.2 Other disciplinary measures will be taken using the same principle under delegated authority.

**14.19.13 Posting**

14.19.13.1 An employee of KMTC shall serve in such departments of the College as the Director may determine.

14.19.13.2 The employee shall devote himself entirely to the duties of his post during the prescribed hours of duty in the College.

14.19.13.3 The service of an employee are not limited to the work which may be specified in his contract of employment, and may be called upon to perform any reasonable duty for which he may be fitted in connection with the working of the College.

**14.19.14 Cooperation and Obedience**

14.19.14.1 Every employee of the College shall cooperate with his superiors in the execution of duty for which he is charged, and shall render prompt obedience to persons placed in authority over him in discharge of such duty.

- 14.19.15 Attendance**  
14.19.15.1 An employee of the College shall not absent himself from duty during working hours, leave his appointed place of work, proceed to a place other than at which he is usually employed, or in case of those working in shifts, exchange duty with any other employee - without due permission of his immediate supervisor.
- 14.19.16 Interviews**  
14.19.16.1 An employee whether on duty or on leave, must not allow himself to be interviewed on questions of public policy or on matters affecting the defence or security of the country.
- 14.19.17 Uniforms and Protective Clothing**
- 14.19.17.1 Issue of Uniforms**  
14.19.17.1.1 Uniforms and protective clothing may be supplied to such employees of such grade, in such quantities and at such intervals, as the Director may from time to time determine.  
14.19.17.1.2 A permanent record shall be kept by the Tailoring section showing the receipt issues of the person issued with uniforms and their sections of work.  
14.19.17.1.3 An employee may be required at any time to produce for inspection the uniform or protective clothing issued to him.
- 14.19.17.2 Mandatory wearing of Uniforms**  
14.19.17.2.1 Every employee who is supplied with a uniform and/or accessories must when on duty, appear in such uniform neat and clean.  
14.19.17.2.2 An employee when in uniform may not enter premises licensed to sell liquor, except when required to do so in the course of his duties.
- 14.19.18 Procedure for Solving Grievances**  
14.19.18.1 Every employee is entitled to have his grievance heard.  
14.19.18.2 The Director will act as a mediator in the grievance process.  
14.19.18.3 The grievance procedure is intended for employees who have a grievance or complaint about:  
(i) Their work or conditions for employment  
(ii) Harassment and bullying (unwanted and justified verbal or physical advances or derogatory remarks made by an employee to another or by a senior to a junior officer in the work place or within an environment connected to the work of an employee)

- (iii) Unfair or perceived unfair assessment including annual performance appraisal
- (iv) Management act or failure to act which affects them individually
- (v) Discrimination on the basis of gender, ethnicity, disability or other unjustified grounds in the workplace.

It is emphasized that no retaliation or victimization will be meted on a grievant who applies this procedure

**14.19.18.4 Main stages of the procedure**

14.19.18.4.1 The College advocates settling of grievance as quickly as possible to its point of origin and encourages staff and their superiors/Managers to resolve grievance informally. However the following three (3) stages are set to address the situations where this is not possible. A Grievance Form (PSC) has designed for easy application of the procedure.

**14.19.18.5 Statement of Grievance**

14.19.18.5.1 An officer who has any grievance or complaint should raise it with his/her Head of Department in writing by completing the grievance Form. The Head of the Department who is not involved in the grievances will give an answer as soon as possible and within a maximum of seven (7) working days.

**14.19.18.6 First Appeal Level**

14.19.18.6.1 If the matter is unresolved at stage II the aggrieved officer can appeal in writing to the Director. The Director will at his/her discretion arrange a personal interview with the aggrieved officer and will give a written reply to the latter within fourteen (14) working days.

**14.19.18.7 Second and final Appeal Level**

14.19.18.7.1 It is expected the most of the cases will be solved at stage II but in exceptional circumstances where this is not possible and the matter remains unresolved, the aggrieved officer may present it in wiring to the Chairman, Board of Management who will handle the matter and give a written reply within further fourteen (14) working days.

- 14.19.19 Role of the Human Resource Office in the procedure**
- 14.19.19.1 The Human Resource Office is responsible for advising the concerned parties on the handling of staff matters including grievances and may be directly involved at all stages. It is also responsible for monitoring the effectiveness of the grievance procedure and ensuring sufficient supply of Grievance Forms for use by staff when need arises. In addition, the officer will receive the grievance forms at the conclusion of the grievance forms at the conclusion of the grievance forms at the conclusion of the grievance procedure, for records and for future reference if need arises.
- 14.19.20 Due Process of Disciplining**
- 14.19.20.1 The supervisor shall employ the following approach when dealing with cases of discipline:-
- 14.19.20.2 Conduct a preliminary investigation to establish the cause of unsatisfactory conduct.**
- 14.19.20.2.1 When an employee is deemed to have committed an offence in terms of the provisions of this Code, his immediate supervisor shall institute an investigation, taking into account whether the employee is a habitual offender or a first offender, or whether there were extenuation circumstances that occasioned the commission of such an offence.
- In all cases, the supervisor shall desist from taking action not based on the true facts of the case.
- 14.19.20.2.2 Conduct a discussion/counselling session - to establish the reasons behind the undesirable behaviour in question.**
- 14.19.20.2.2.1 Here, the supervisor's main objective of the discussion with the employee who has breached the rules is to help him improve on the noted undesirable conduct, or meeting the established job standards.
- 14.19.20.2.2.2 The supervisor shall, in such cases, refrain completely from use of abusive, and scolding, or intemperate language.
- 14.19.20.2.2.3 If the discussion/counseling is not enough to change the attitude and behaviour of the employee, the supervisor shall necessarily have to resort to the next step (cautioning).
- In all the above stages, the supervisor should make note in the employee's personal file proceedings of the session(s).
- 14.19.20.2.3 Issue a verbal caution or reprimand.**
- 14.19.20.2.3.1 The immediate supervisor shall issue when an employee has failed to respond positively to the discussion/counseling, a verbal caution or reprimand.



14.19.20.2.3.2 This shall be conveyed to the employee in a manner and tone that is firm but positive.

14.19.20.2.3.3 This verbal caution is valid disciplinary action. However, depending on the supervisor's assessment of the case, he may issue a written caution or reprimand, which though for local use, may be used for future disciplinary, cases requiring submission to higher authority.

**14.19.20.2.4 Issue a written or official warning or caution.**

14.19.20.2.4.1 In the case where an employee has been cautioned previously over a breach of discipline, and where no improvement has been noted thereby, or the offence is such that it constitutes misconduct, the immediate supervisor shall issue a written warning to the employee.

14.19.20.2.4.2 At this stage a "show cause letter is adequate, a copy of which should be furnished to the next level supervisor.

14.19.20.2.4.3 A "show cause" letter shall form part of the employee disciplinary record. If an employee is deemed to be guilty of committing an offence not amounting to a serious misconduct, he shall be given a written warning which must be acknowledged by the employee and a copy duly signed thereof, filed in the employee's personal file.

**14.19.20.2.5 Recommend more severe penalties on the continued breach of regulations or in cases warranting instant dismissal.**

14.19.20.2.5.1 Where in the opinion of the immediate supervisor, the employee's disciplinary case is such that it constitutes a gross misconduct, major or serious offence, he shall write to the next level supervisor detailing the nature of the offence committed and the history of the case.

14.19.20.2.5.2 The next level supervisor may, at this juncture, deal with the case as outlined in paragraph (7) above, or if it is serious in magnitude, forward it for handling by the higher level supervisor – the Head of Department.

14.19.20.2.5.3 In the case of serious misconduct where dismissal or termination of service is likely and where interdiction into the case, a show cause letter will be written to the officer as above, but the Head of Department, will clear suspension or Interdiction by the Director. The officer will remain suspended or interdicted until the disciplinary matter in dispute has been fully investigated and reported to the Board of Directors.

- 14.19.21 Miscellaneous Aspects of Employee Conduct at Work**
- 14.19.21.1 Serious Illness of Employees**
- 14.19.21.1.1 When an employee becomes seriously ill, steps must be taken by such employee's supervisor to inform the employee's next of kin.
- 14.19.21.1.2 Death of Employee**
- When an employee dies, the supervisor must immediately inform the next of kin and the Head of Personnel Unit for record purposes.
- 14.19.22 Employees Appearing in Court**
- 14.19.22.1 As Witness and Assessors in Criminal Cases**
- 14.19.22.1.1 An employee who is summoned to court as a state witness, in a criminal case, or as an assessor, will be regarded as traveling on duty and the College shall meet the relevant expenses. In this case, any expenses reimbursed by the court shall be credited to the revenue of the College.
- 14.19.22.1.2 Private Civil Cases**
- 14.19.22.1.2.1 An employee who is summoned to court at the request of a private individual, and in connection with a civil case in which the College has no interest, will make his own travel and leave arrangements.
- 14.19.22.1.3 Case against the College**
- 14.19.22.1.3.1 An employee who is summoned to court by a private individual or individuals, taking action against the College, will be regarded as traveling on duty, and any expenses reimbursed by the private individual shall be credited to the College.
- 14.19.22.2 Legal proceedings by and Against Employees Arising out of the Discharge of their Public Duties**
- 14.19.22.2.1 Procedure to be followed:**
- (i) When a criminal prosecution or civil suit is instituted against an employee as a result of an act of omission by him in the course of official duties, he/she may apply to the Director for assistance in his defence.
  - (ii) If the Director is satisfied that the employee acted in good faith in the execution of his official duties, and that it is in the interest of service that the employee should be defended, the Director may consider meeting expenses incidental to the case from the College funds.
  - (iii) The College may hire an advocate to defend the employee in the case.
  - (iv) If any fine or award of costs or compensation is ruled by the court, the College may meet the expenses.
  - (v) It is emphasized that employees against whom criminal proceedings are instituted as a result of the performance of their official duties and who

desire the College to undertake or assist in their defence, must apply to the Director immediately they are arrested or served with a summons. They must not themselves brief advocates in their defense and subsequently apply for assistance from the College.

## **CHAPTER XV: INDUSTRIAL RELATIONS**

### **15.1 Policy Statement**

15.1.1 Industrial relations is a dynamic management concept, which ensures existence of harmonious labour relations between management and the union in an Industry. The social relations arising out of employer/employee interaction is regulated by the state in varying degrees in conjunction with organized social forces and influenced by the existing institutions.

15.1.2 The College affirms to safeguard the interest of labour by securing the highest level of mutual understanding and goodwill to facilitate achievement of College's objectives. Participatory management is encouraged in order to achieve industrial peace and democracy.

15.1.3 The College shall at all times operate within the provision and procedures set out in the Industrial Relations and the spirit of Tripartism.

### **15.2 Industrial Relations Charter**

15.2.1 The College subscribes to the principles of the Industrial Relations Charter which is a tripartite memorandum of understanding between Federation of Kenya Employers (FKE) representing employers, Central Organization of Trade Unions (COTU) on behalf of employees and the Government aimed at regulating labour relations management in the country.

### **15.3 Recognition Agreement**

15.3.1 The Director represents the College in all matters appertaining to the general Terms and Conditions of Service for the unionisable employees with the recognized Union.

### **15.4 Collective Bargaining Agreement**

15.4.1 The College and the Union shall, as regulated, conduct Collective Bargaining Agreement (CBA) with a view of reaching agreements for a specified period of time. Such negotiated CBA shall be binding to the College.

### **15.5 Industrial Court**

15.5.1 The Industrial Court handles trade disputes and its decision(s) are final and binding and there are no provisions for appeal save for interpretation.

### **15.6 Objectives of Industrial Relations**

15.6.1 The objectives are to negotiate the terms and conditions of service for unionisable employees between the Employer and the workers representatives as stipulated in the Recognition Agreement.

## **15.7 Grievance Handling Procedures**

- 15.7.1 The first stage in the settlement of disputes is to have the disputes reported by the complainant (employee).
- 15.7.2 An employee who feels that he has a case to report is expected to submit his case to the supervisor.
- 15.7.3 If the employee is not satisfied with the response from the Supervisor (Controlling Officer), he may report his case to the Shop Steward.
- 15.7.4 The Shop Steward, if necessary, may introduce the issue to the Union Branch, which then decides whether or not to take up the issue through the appropriate management representative.
- 15.7.5 The Branch then takes up the matter with the appropriate management representative.
- 15.7.6 If the Union Branch is still dissatisfied with the response given, calls for a meeting with the designated officer responsible for Union matters in the College or the appropriate management representative.
- 15.7.7 Such a meeting, if convened, will aim at resolving the issue. However, it is sometimes possible that a disagreement is recorded. In this case, the two parties are expected to report the matter to Human Resource Manager and either recipient of the matter at Union or official side may contact the originators of the case advising on a change of action taken.
- 15.7.8 If, however, the Union feels that there is a case, then they will normally present the case to the Director.
- 15.7.9 On receipt of the case the Head of Human Resources prepares a reply either by way of justifying the action taken or by resolving the issue with the relevant supervisor and reporting the resolution to Director.
- 15.7.10 If the Union is not satisfied with the response from Management, a meeting of the two sides is called to discuss the issue.

## **15.8 Appeals**

- 15.8.1 Any employee who has been aggrieved by a disciplinary action that he considers unfair has the right to appeal to the Director. Grounds for appeal will be based on the facts of the case and/or the level of disciplinary action taken. All appeals will be submitted to the Director who in will channel them to the relevant Committee for consideration.

- 15.8.2 An employee who appeals under this regulation shall be required to appear in person before the Committee to defend his case. A fellow employee of his choice and a representative may accompany a unionisable employee. The supervisor who initiated the case shall be required to appear in person to present the facts of the case before the Committee.
- 15.8.3 At any stage during the hearing, either party has the right to a brief adjournment on request.
- 15.8.4 An employee shall be entitled to only one appeal against any specific disciplinary action taken against him.
- 15.8.5 Where a disciplinary action is reconsidered or withdrawn on appeal, no reference will be made to the case in future.
- 15.8.6 Appeals against all forms of punishment must be lodged with the Head of Human Resources within two (2) weeks to the date on which the employee receives the decision to punish him. Appeals by the unionisable employees may be channeled through the General Secretary of the Union.
- 15.8.7 Any appeal received by the office of Head of Human Resources after the expiry of the above time limit will not be considered, unless there are acceptable reasons for their late receipt.
- 15.8.8 The outcome of any appeal under this regulation will be conveyed to the employee concerned with sixty (60) days from the date of receipt of the application.
- 15.8.9 Notwithstanding the right of appeal the employee has under this regulation, disciplinary action will not be deferred or suspended pending the outcome of an appeal.
- 15.8.10 The decision of the Committee on any case shall be final.

## CHAPTER XVI: RECORDS MANAGEMENT

### 16.1 Introduction

16.1.1 The KMTC recognizes that proper records management results in informed and consistent decision-making, efficient and effective delivery of services, transparency and accountability. The KMTC will therefore develop clear guidelines and procedures on records management.

16.1.2 The KMTC will ensure systematic control of all records from their creation to receipt through processing, retrieval, distribution and use, to their ultimate preservation and disposal.

### 16.2 Principles of Good Records Management

16.2.1 The KMTC shall be guided by the principles of good records management in the management of its records. These include; authenticity, accuracy, accessibility, completeness, comprehensiveness, compliance, effectiveness and security.

### 16.3 Security of Records

16.3.1 Measures shall be taken to safeguard records from unauthorized access, damage and destruction. The KMTC recognizes the following security classification and levels of access to classified information as indicated in the Government of Kenya Security Manual:

- (i) **Top Secret;** Information and material whose unauthorized disclosure would cause exceptionally, grave damage to the Republic.
- (ii) **Secret;** Information and material whose unauthorized disclosure would cause serious injury to the interests of the Republic.
- (iii) **Confidential;** information and material whose unauthorized disclosure would be prejudicial to the interests of the Republic.
- (iv) **Restricted;** Information and material whose unauthorized disclosure would be undesirable to the interests of the Republic.

### 16.4 Records Management Units

16.4.1 The Records Management Unit shall receive, maintain, process and control the flow of information and other records. It will also control the formal channels of recorded communication within the KMTC.

16.4.2 The KMTC shall have the following Records Management Units

- (i) Secret
- (ii) Confidential
- (iii) Central
- (iv) Staff/Personnel
- (v) Special/Technical
- (vi) Mail

## **16.5 Mail Management**

16.5.1 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.

## **16.6 Filing and Maintenance of Records**

16.6.1 The KMTC 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.

## **16.7 Records Control System**

16.7.1 The KMTC shall use a file classification scheme that takes into account the following:

- (i) Develop titles of all the KMTC's files;
- (ii) Ensure consistency in file naming throughout the KMTC;
- (iii) Provide a structure based on functions, as a starting point for developing a file title;
- (iv) Organize, describe and link related records; and
- (v) Provide improved access, retrieval, use and dissemination of information.

## **16.8 Storage Facilities and Equipment**

16.8.1 To ensure records are properly stored and easily accessible the KMTC shall provide adequate and appropriate space and suitable equipment for storage of records.

16.8.2 The space set aside for records storage should be;

- (i) Well lit and ventilated;
- (ii) Not in a place which can easily be flooded with water;
- (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.

16.8.3 The stage of the records life cycle shall be taken into account while making a decision on storage. There are three (3) broad categories which are recognised by the KMTC as follows;

- (i) Current Records
- (ii) Semi-Current Records
- (iii) Non Current/Non-Active Records



## **16.9 Records Survey and Disposal**

16.9.1 The KMTC shall undertake Records Survey by collecting of information on the usage, maintenance and eventual disposal of records. 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.

16.9.2 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.

16.9.3 The KMTC shall dispose records in a systematic way by either transferring valuable records to the Kenya National Archives and Documentation Service (KNADS), the Records Centre or any other authorized place of deposit or destroying inactive and valueless records.

## **16.10 Records Retention and Disposal Schedule**

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

16.10.2 The records retention and disposal schedule ensures early identification and preservation of valuable records. It also ensures that records not needed for current business are removed from the office or records unit for storage in the KMTC's records centre.

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

## **16.11 Access Rules and Regulations**

16.11.1 The KMTC shall ensure that access rules and regulations are effectively enforced to prevent unauthorized access and leakage to 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 by the Director National Security Intelligence Service and approval by the Director.
- (ii) Access to classified record, is restricted to the "need to know" Principle i.e No person is entitled solely by virtue of his/her rank or appointment to knowledge of classified material.

## **CHAPTER XVII: INFORMATION AND COMMUNICATION TECHNOLOGY**

### **17.1 Introduction**

17.1.1 The KMTC recognizes the importance of Information Communication Technology and therefore shall acquire and maintain systems that will enable it to operate effectively and efficiently in service delivery. The implementation of the ICT systems shall be as detailed in the ICT manual and ICP Policy and is as per the following guidelines:

- (i) The need for confidentiality and IT security.
- (ii) The KMTC shall promote equal opportunities to develop relevant ICT Capability and for usage and distribution of ICT resources.
- (iii) Access to information shall be restricted to authorized personnel only and on a need to know basis.
- (iv) The KMTC shall protect property rights of any Person or Organization protected by copyright, trade secret, patent or other intellectual property laws.
- (v) The KMTC shall undertake remedial measures against introduction of malicious programmes into the network or server (e.g viruses, worms, Trojan horse, e-mail bombs, etc).
- (vi) Disaster recovery procedures shall be developed to ensure that no data is lost in the event of a disaster. In event of any disaster, disaster recovery procedure will be undertaken as prescribed in the relevant Standard Operating Procedure to be developed by the Officer concerned with Information Technology.

## **CHAPTER XVIII: STATIONERY, EQUIPMENT AND ASSETS**

### **18.1 Introduction**

18.1.1 Employees must put all property under their care to good use and for official purposes only. The following should be observed: -

- (a) Stationery is solely provided for official use. Personal or other correspondence on office stationery is therefore prohibited.
- (b) Telephone calls made through the Operator or directly should be official. Personal calls are allowed but will be charged on the employees.
- (c) Photocopiers shall be used for photocopying documents that relate to the KMTC's work or business. A photocopying log shall be kept and an employee who uses photocopying facilities shall sign the log as acknowledgment of the quantity of photocopies done in order to enable for the expenditure to be captured under the relevant Division for accountability purposes.
- (d) Computers shall solely be used for official work.
- (e) Motor vehicles shall be used as provided for under section 8 of this Manual.
- (f) Other assets shall be taken care of to the best of the holder's ability.

18.1.2 Employees who may require carrying out any equipment for use outside the premises should ensure that it is adequately insured. A gate pass must also be obtained from the Security Employee before the equipment can be carried out of the premises.

18.1.3 Where damage is caused by carelessness, negligence or malicious acts, the employee shall be held liable, and will meet the cost of damage, as determined by the KMTC, in keeping with the disciplinary policy.

## **CHAPTER XIX: STAFF SEPARATION / EXIT FROM KMTC**

### **19.1 Resignation or termination of appointment**

The notice period for resignation or termination of services by the College shall be one month for all staff. Notice of resignation or termination must be given in writing. However, either side may terminate the employment without notice upon payment to the other party, of one month's salary in lieu of notice for all staff. Staff member may not give notice of his/her intention to terminate employment while on any form of leave. (This does not include a situation in which sick leave has been exhausted, and it seems that the staff member is unlikely to resume duties in the near future).

**Note: The employment contract may be terminated as stated in the letter of appointment. An employee may not take his/her leave as part of the notice period required. However, this should be at the discretion of the Director.**

Any lapse in the work standards of an employee who has resigned during the period of notice may result in the loss of outstanding benefits accrued including leave days earned.

### **19.2 Termination of Service on Disability/Terminal illness**

Termination of service will be extended to an employee who suffers from any serious form of disability or terminal illness that adversely affects performance of her/his job, subject to the recommendation by a Medical Board constituted by the Director of Medical Services.

The KMTC empathizes with such staff in this hour of pain, agony, suffering and despair and, as a show of togetherness; the KMTC staff shall make a terminal payment calculated in accordance with Kenyan employment law.

### **19.3 Redundancy**

The services of the KMTC employee may and can be terminated on grounds of redundancy if:

The employer has ceased, or intends to cease, to carry out the business for the purposes of which the employee was employed, or ceased, or intends to cease, to carry out that business in the place where the employee was so employed; or ceased to require the specific skills for the exercise of which the employee was hired.

All necessary measures will be taken to avoid redundancies. However, if it is inevitable, then staff will be fully informed and prepared in advance by management.

Redundancy pay will be calculated in accordance with Kenyan employment law.

#### **19.4 Retirement**

The retirement age for the KMTC staff is sixty (60) years for non-academic staff and sixty five (65) years for Academic staff and Persons with disability. However, one may be retired early due to poor health or other inability rendering one unfit to work in which case the opinion of the Medical Board would be sought. The employee who is due to retire shall be given one year's notice.

An employee may also opt to retire after attaining the age of 50 years for by giving six months' notice. Likewise, the college can exercise the option of retiring any employee upon attaining 50 years of age.

All officers on retirement notice should utilize all their pending leave days before the actual retirement date.

Employees with no pending leave may be granted thirty (30) days leave pending retirement

#### **19.5 Termination on death**

In the event of death of an employee of the KMTC occurring while in the service of the college, the immediate supervisor shall report the death promptly to the Human Resource Manager.

The KMTC shall provide an appropriate coffin, transport for the body to the place of burial and give a token contribution as may be determined from time to time to the recognized next of kin to offset other funeral expenses.

Any terminal benefits, including gratuity where applicable, will be paid to the estate of the deceased or to her/his legal next on production of the relevant legal administrative documents. Such payments shall be subject to applicable deductions.

#### **19.6 Return of the KMTC property**

A separation procedure has been established to ensure that all the KMTC property, files and information are returned to the appropriate individuals and also that there has been appropriate hand-over. Upon receipt of the resignation letter, the Head of Human Resources will notify the Finance, IT, Security, and medical insurance company, etc. and calculate terminal benefits for payment by Finance.

On leaving KMTC, all original documents and copies belonging to KMTC or related to its business must be returned. The staff must also return all computer hardware and software, any written and training material, keys, security passes and any other property belonging to KMTC. The staff member shall be requested to disclose his or her computer passwords in order to gain access to important data. The staff member will be required to complete a certificate of clearance with the divisions/departments.

Once given clearance, the staff will be given a certificate of service as provided for in the employment act.

Upon resignation and prior to final departure, the staff member will be expected to complete all current tasks and honor other obligations including paying all debts owed to KMTC.

#### **19.7 Exit Interview**

On the employee's last day, the Human Resource Manager will conduct an exit interview. At the exit interview the employee will have the opportunity to express her/his opinions, suggestions for enhancements, strengths of the organization and any other information he/she would like to share. Employee comments, based on firsthand experience, can be extremely helpful to KMTC as it forges ahead to recruit, motivate and retain talented individuals. Information discussed at the exit interview will be used to improve service delivery of the organization. The Chairman of the Board shall interview the Director.

#### **19.8 Dismissal**

KMTC reserves the right to summarily dismiss an employee for gross misconduct as defined in Section 17 of the Employment Act Cap 226 of the Laws of Kenya.

In addition, a person guilty of grave misconduct shall be liable for summary dismissal.

## **CHAPTER XX: OFFICE SERVICES**

### **20.1 Policy Statement**

It is the Policy of the College to avail office services that are necessary for performance of functions of staff. Such services include but not limited to the following:

#### **20.1.1 Photocopying**

The Administrative Services Manager will be in charge of all photocopying requirements. The photocopier will not be used for private business.

#### **20.1.2 Use of telephone**

The telephone service is only adequate for KMTC needs. Therefore employees will not use telephone calls for personal calls. Conversation over the telephone should be short and brief to avoid incoming calls being blocked.

#### **20.1.3 Typing/Computer services**

No private work should be undertaken in the office.

#### **20.1.4 Messenger services**

The Office assistant (Messenger) should report to the Administrative Services Manager before he/she undertakes any errands. In the absence of the Administrative Services Manager, he/she should report to the Human Resources Manager.

#### **20.1.5 Temporary hire**

Temporary workers are employees whose services are required for a period of a few days and not more than three months. Their terms and conditions of employment are stipulated in their individual contracts. Request for temporary hire must indicate the following: -

- The nature of work to be performed.
- The qualifications required
- The recommended wages
- The duration of the temporary employment, and
- Reasons for the request

Without advertising, recruitment may be made on the basis of personal recommendation if the qualifications of the proposed appointee are sufficient and there is no nepotism or other abuse apparent to the Director.

The Human Resource Manager will be responsible for seeing that this policy is followed at all times. In this regard he or she will issue contracts for temporary hire. The contract will include the following:

- Hours of work;
- Duties;
- Compensation (not to exceed the salary of full time staff doing similar work);
- Starting and termination dates (elapse time between these points not to exceed three months); and
- Any other terms which have been agreed upon

#### **20.1.6 Employee relations**

To ensure an atmosphere of understanding within KMTC and each individual's personal satisfaction, KMTC will encourage an effective two-way communication channel to enable staff members have an opportunity to talk freely and frankly to the management.

In light of the above, KMTC management approach recognizes the right of employees to represent their interest to management through staff association or works council. This will permit the staff to deliberate, in an orderly manner problems, concerns and suggestions which affect staff working conditions through the staff committee.



## APPENDICES