

REPUBLIC OF KENYA



GENERIC HUMAN RESOURCE POLICIES AND PROCEDURES MANUAL FOR PUBLIC
UNIVERSITIES AND CONSTITUENT COLLEGES IN THE REPUBLIC OF KENYA

APPROVED BY:

PUBLIC SERVICE COMMISSION



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FOREWORD

This manual is the primary policy document in management of the University's Human Resource. It contains provisions for managing the entire scope of Human Resource Management cycle and will therefore guide in the implementation of the University's policies and decision making at various levels within the University.

All staff are expected to familiarize themselves with its contents as this will enhance awareness of their responsibilities, obligations, entitlements and expectations of management.

The manual contains emerging issues including alignment to the Constitution of Kenya, 2010, the labour laws and national policies on Human Resource Management.

The Council and the Vice Chancellor/Chief Executive Officer are committed to adhering to the provisions presented herein as a way of promoting parity of treatment and fair administrative action in line with the Constitution of Kenya, 2010. They will ensure that there is adequate capacity and resources for its implementation.

CHAIRPERSON OF THE COUNCIL



PREFACE

The University is committed to providing its employees with a working environment that is fair and conducive for individual professional growth and achievement of the institution's goals and objectives.

This Manual is primary/policy document in management of Human Resource in University. It will contribute to the achievements of the institutions overall mandate by outlining policies, guidelines and procedures that will ensure smooth functioning of human resource. It also defines the standards of behavior and discipline expected from the staff.

The Manual has incorporated provisions of the Constitution of Kenya 2010, Labour Laws and other Legislations that govern various aspects of employee/ employer relationship in the Public Service. The Manual is also anchored on other policies and guidelines governing the management of the human resource in the Public Service.

All employees are expected to familiarize themselves with the provisions of the Manual to enhance awareness of their responsibilities, obligations entitlements and expectations at institution.

It is important to note that the policies and regulations herein are not exhaustive of all the rules and regulations governing employees in their day to day activities. The Manual should therefore be read alongside other policies and guidelines governing the management of human resource in the Public Service.

The management is committed to adhering to the provisions of this manual in order to promote parity of treatment and fair administrative action in keeping with the Constitution of Kenya, 2010.

This Manual is applicable to all employees of the University and its provisions shall be updated from time to time to reflect changes in the management of human resource.

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VICE-CHANCELLOR/SECRETARY TO THE COUNCIL

ACRONYMS AND ABBREVIATIONS

AA	Automobile Association
AIDS	Acquired Immune Deficiency Syndrome
ART	Anti-Retroviral Therapy
CEO	Chief Executive Officer
CUE	Commission for University Education
DVC	Deputy Vice Chancellor
GPA	Group Personal Accident
HIV	Human Immunodeficiency Virus
HoFA	Head of Functional Area
HR	Human Resource
HRM	Human Resource Management
HRMAC	Human Resource Management Advisory Committee
ICT	Information and Communication Technology
IPUCCF of FKE	Inter Public Universities and Councils Consultative Forum of Federation of Kenya Employers
KUDHEIHA	Kenya Union of Domestic, Hotels, Education Institutions and Hospitals and Allied Workers
KUSU	Kenya Universities Staff Union
NSSF	National Social Security Fund
OSHA	Occupational Safety and Health Act
PAYE	Pay As You Earn
PAS	Performance Appraisal System
PSC	Public Service Commission
SRC	Salaries and Remuneration University
UASU	Universities Academic Staff Union
VC	Vice Chancellor
VCT	Voluntary Counselling and Testing
University Abbreviations	University Name
WIBA	Work Injury Benefits Act

DEFINITION OF TERMS

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

S/No.	Term	Definition
1.	Academic Year	A continuous period of teaching, examination and study organized in a full year mode, semester mode, trimester mode and quarter mode and extending over not less than thirty weeks in a calendar year
2.	Accident on Duty	Accident means an accident arising out of and in the course and scope of an employee's employment and resulting in personal injury.
3.	Basic Salary	An employee's salary excluding allowances.
4.	Bondee	An employee who is serving a training bond obligation
5.	Calendar Year	Means the period from 1 st January to 31 st December both days inclusive.
6.	Career	An employee's line of work or service involving continuity over a long period of his working life
7.	Council Chairperson	Means the Council Chairperson appointed in accordance with the Universities Act.
8.	Children	The biological offspring or legally adopted children under the age of eighteen (18) years. For purposes of records, the names of the children must be declared at the time of joining service, birth or adoption. Children over the age of eighteen years and up to twenty five years and undergoing an approved full time course of higher learning shall be included in the medical scheme.
9.	Confidential Information	Any official information of a secret or confidential nature relating to the affairs of the University.
10.	Council	Refers to governing body of the University which shall comprise of a Chairperson and other members appointed in accordance with the Universities Act.
11.	Delegated	The powers of the Council that have been assigned to any one or more of its members, employee, body or Authority to exercise on its behalf.
12.	Disability	This means a physical, sensory, mental or other impairment, including any visual, hearing, learning or physical incapability, which impacts adversely on a person's social and economic participation.
13.	Disciplinary Action	Means the action that may be taken by the Council, Committee of the Council or Management that may

S/No.	Term	Definition
		constitute towards punishment of an employee.
14.	Discrimination	The unjust or prejudicial treatment of different categories of people especially on the grounds of race, ethnicity, religion, age, disability, gender, sickness or marital status or on whether one is engaged as a Academic or Administrative Staff.
15.	Duty Station	The normal base of employee's working location as contained in the employee's personnel record.
16.	Employee	Means any person employed by the University on either casual, contract or permanent terms of service unless otherwise stated.
17.	Financial Year	Means the period from 1st July to 30th June both days inclusive
18.	Flex Time	A flexible working schedule which does not increase or decrease the total number of hours an employee is scheduled to work in a given day.
19.	Gender	Means references to either male or female or any other gender recognized by law.
20.	Gross Salary	Means basic salary of an employee plus other remunerative Allowances.
21.	Head of Department	Means the employee formally appointed to be responsible for operations of any established Department in the University.
	Head of Functional Area	Any person for the time heading any of the designated Division, Directorate, Department, Section or Unit.
22.	Home	Means physical location as declared by the employee to be their permanent "home".
23.	Human Resource Management and Advisory Committee	This is the committee tasked with the responsibility of advising the University Management Board on Human Resource matters.
24.	Immediate Family	Includes the employee, spouse (s), children, parents and siblings.
25.	Injury	Means a personal injury and includes the contracting of a scheduled disease as guided by the Work Injury Benefits Act as reviewed from time to time.
26.	Interdiction	A temporary censure action imposed to exclude an employee from performing their duties pending investigation and determination of his/her disciplinary case.
27.	Intern	Means a graduate attached to the University for the purpose of gaining hands-on experience for a period not exceeding twelve (12) months.
28.	Leave year	Refers to the period commencing 1st July to 30th June of

S/No.	Term	Definition
		each year.
29.	Management Board	Means the body responsible for implementation of University's policies as provided for in the Universities Act.
30.	Manual	The Human Resource Policies and Procedures Manual.
31.	Next-of-kin	The name of the person provided by the employee for the purpose of processing benefits upon demise.
32.	Nuclear family	Refer to employee, spouse and children
33.	Part-time	An engagement where an employee is engaged to perform specific tasks on a reduced schedule compared to full time.
34.	Pro-rata	Refers to the computation of benefits for the period served in relation to the full term entitlement.
35.	Re-designation	The movement of an employee from one career path/cadre to another at a grade equal to or substantially equal to the one held before the movement, to facilitate the employee's horizontal mobility.
36.	Re-imbursable expenses	Those expenses where an employee gets reimbursement on the expenditure incurred in the course of duty.
37.	Remunerative allowance	Refers to those allowances paid to an employee, in addition to basic salary as a form of compensation for additional responsibility.
38.	Secondment	Is a temporary movement or loan of an employee to or from a different organization for a specified period of time.
39.	Spouse	Refers to the legal marriage partner of an employee specified under the Marriage Act, Cap 150 Laws of Kenya.
40.	Supervisor	An employee who has responsibility to oversee, direct or supervise work or operations of other employees.
41.	Surety	A person who formally accepts responsibility to locate a Bondee and/or redeem the bond obligation of a Bondee who defaults or appears in a court of law in respect of the same.
42.	Suspension	An action imposed by Management for major breaches of policy and the affected employee is forbidden to attend to duty and earns half basic salary, full house allowance and medical insurance benefit for the period of suspension. It is meant to allow for investigations to be carried out.
43.	Training Bond	Refers to formal agreement between the University and its employees who are selected for approved training that oblige them to serve in the University for a specific period of time on completion of training
44.	Transfer	The administrative relocation of an employee on the same or similar position in another Directorate/

S/No.	Term	Definition
		Division within the University.
45.	Union	Any Trade Union registered and recognized by the University as representing unionisable employees of the University.
46.	Vetting	The process of performing a background check on a person, by relevant State Agencies, before offering them employment, confirmation, promotion or conferring an award and may include verification of academic and professional certificates and identification of document.
47.	University	Means the UNIVERSITY NAME or a Constituent College.
48.	Universities Act	Means the Universities Act Cap 210 Laws of Kenya and as revised from time to time and/or replaced by an enactment coming after it.
49.	Vice Chancellor	Means the person appointed as the Chief Executive Officer of the University as provided by the Universities Act.
50.	Collective Bargaining Agreement	A legally binding written contract negotiated between an employer (or group of employers) and a recognized trade union (or unions) that represents employees duly registered by the Employment and Labour Relations Court.

NB:

- This Human Resource Policies and Procedures Manual is developed with due consideration to gender; thus where reference is made either to 'he' or 'she' only, it shall be construed to mean and include reference to both 'he' and 'she' and where reference is made to spouse, it shall be construed to mean and include reference to both 'husband' and 'wife' where applicable and vice versa.*
- Where an Act enacted by Parliament is referred to, it will include any other reviewing, replacing and or repealing the same.*
- Where reference is made to the University, it shall also mean a University Constituent College.*
- Where reference is made to the University Senate, it shall also mean the Academic Board of a Constituent College.*
- Where reference is made to the Vice Chancellor, it shall also mean the Principal of a Constituent College.*
- Where reference is made to the Deputy Vice Chancellor, it shall also mean the Deputy Principal of a Constituent College.*

7. *Where reference is made to the Head of Department, it shall also mean the Chair of Department.*

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UNIVERSITY NAME AND MANDATE

To be filled by individual Universities

Vision

To be filled by individual Universities

Mission

To be filled by individual Universities

Philosophy

To be filled by individual Universities

Motto

To be filled by individual Universities

Core Values

To be filled by individual Universities

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SECTION 1: GENERAL PROVISIONS

1.1. Introduction

- 1.1.1. The Human Resource Policies and Procedures Manual herein referred to as 'the Manual' has been developed to ensure consistency and harmony in management of staff at UNIVERSITY NAME.
- 1.1.2. The Manual incorporates provisions of the Constitution, Labour Laws and other Legislation that govern aspects of human resource management in Public Universities. It recognizes the roles of unions and the collective bargaining process such that if there is a reference to any action by Council or Management, it presupposes that items that are covered under the recognition agreements will be subject to the collective bargaining process between IPUCCF of FKE and unions at the national level.
- 1.1.3. The Manual has been developed to articulate the policies of the University; promote fair administrative action; enhance partnership between the University and its employees; and support service delivery by employees of the University.
- 1.1.4. Unless otherwise expressly provided, employees of the University shall be required to observe the provisions of the policies and procedures provided in this Manual.
- 1.1.5. The Labor Manual shall be read in conjunction with the Constitution of Kenya, relevant Laws, legislations and regulations guiding management of human resource released by Government from time to time and registered CBAs.
- 1.1.6. In addition to other applicable laws, the Manual will act as a reference document for the University. It therefore, forms the basis upon which the University's working culture shall derive.
- 1.1.7. Where a conflict arises between the provisions of the policies and procedures in this Manual with any other manual, such conflicts will be referred to the Vice - Chancellor or the Council Chairperson for guidance as the case may be.
- 1.1.8. Copies of this Manual are the property of the University and it is the responsibility of the Vice Chancellor to ensure that all employees have access to the Manual.
- 1.1.9. All employees will also be subject to relevant provisions of other regulations, Government circulars, rules and instructions as may be issued by other authorities who may be authorized to do so from time to time.

1.2. Objectives of the Manual

- 1.2.1. The general objective of this Manual is to outline Human Resource Management policies, procedures, regulations, practices and other administrative processes to facilitate efficient and effective management of Human Resource in the University.
- 1.2.2. The specific objectives of this Manual are to: -
- a. Adhere to the Constitution of Kenya and other Government guidelines;
 - b. Create a common understanding of the University's stipulated standards, policies procedures and practices;
 - c. Align HR policies, organizational structure and individual roles to operate
 - d. in an integrated manner to meet the University's vision and mission; and
 - e. Adhere to various professional propriety and public expectation of a work environment of zero tolerance to corruption.

1.3. Responsibilities

- 1.3.1. The It is the responsibility of:
- a. Council to oversee the implementation of the manual.
 - b. Management to implement the Manual.
 - c. All employees to read and understand the Manual and any other subsequent amendments therein.

1.4. Interpretation and enforcement

- 1.4.1. The These HR Policies and Manual should be interpreted and enforced with regard to the provisions of the relevant Kenyan Laws, ensuing regulations and guidelines or directives that are issued by various public bodies from time to time.
- 1.4.2. The following list of laws though not exhaustive shall apply;
- a) The Constitution of Kenya, 2010;
 - b) Universities Act 2012, Cap 210 together with the Charters and Statutes of the University;
 - c) Public Service Commission Act, Cap 185 together with its subsidiary

legislations;

- d) The State Corporations Act, Cap 446, Laws of Kenya;
- e) Prevailing legislations guiding on human resource matters including but not limited to:
 - I. The Occupational Safety and Health Act, Cap 236A, Laws of Kenya;
 - II. The Employment Act, Cap 226, Laws of Kenya;
 - III. The Labour Institutions Act, Cap 234, Laws of Kenya;
 - IV. The Labour Relations Act, Cap 233, Laws of Kenya;
 - V. The Work Injury and Benefits Act, Cap 236, Laws of Kenya;
 - VI. Fair Administrative Action Act, Cap 7L, Laws of Kenya.
- f) Prevailing legislations guiding on conduct and ethical issues:
 - VII. Conflict of Interest Act no. 11 of 2025;
 - VIII. The Leadership and Integrity Act, Cap 185C Laws of Kenya;
 - IX. The Anti-Corruption and Economic Crimes Act, Cap 65 Laws of Kenya.
- g) Prevailing legislations guiding on some of the operations such as:
 - X. Public Finance Management Act, Cap 412A, Laws of Kenya;
 - XI. Public Procurement and Disposal Act, Cap 412C, Laws of Kenya;
 - XII. Traffic Act Cap 403 Laws of Kenya;
 - XIII. Collective Bargaining Agreements.

1.4.3. Other guidelines issued from the relevant oversight/regulatory bodies will also apply as guided or directed in respect to each aspect in the policy. These bodies/Offices include:

- a) Public Service Commission (PSC);
- b) Salaries Remuneration Commission (SRC);

- c) Commission for University Education (CUE);
- d) Head of Public Service;
- e) The National Treasury; and
- f) Professional bodies.

1.4.4. The Labor administration of these regulations shall be vested in the Vice Chancellor.

1.4.5. The Vice Chancellor will seek guidance from the Council or any relevant Government agency on any matter that may not be covered by these policies and procedures.

1.5. Scope

1.5.1. This Manual applies to all members of the University.

1.5.2. In this clause, “Members” means members of Council, members of management, members of Senate, Heads of Departments and employees in respect to the assigned roles and responsibilities in this Manual.

1.6. Implementation

1.6.1. The Role of the Council

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

1.6.2. The Role of the University Management Board

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

1.6.3. The Role of the University Senate

- a) The Senate shall provide technical support in recruitment and appointment of academic staff.

- b) The Senate shall be responsible for ensuring that academic standards are maintained in line with the requirements of the Commission for University Education.

1.7. Delegation

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

1.8. The Role of the Vice Chancellor

- 1.8.1. The Vice Chancellor shall:

- a) Be the academic and administrative Head of the University;
- b) Provide overall direction, organization, administration and implementation of University's programmes;
- c) Be responsible for the day-to-day administration and management of the affairs of the University;
- d) Implement decisions of the Council; and
- e) Monitor and evaluate performance of employees of the University.

1.9. Amendments and Review

- 1.9.1. The Manual maybe amended from time to time as and when necessary. Such changes will require authorization of the Council and will be communicated to employees in writing by the Vice Chancellor.
- 1.9.2. The Council reserves the right to initiate and approve a revision, revocation or addition to the policies contained in this Manual.
- 1.9.3. This manual will be reviewed after every five (5) years or as need arises so as to be in harmony with legislation, organizational and technological changes and emerging issues.

1.10. Authority and Application

- 1.10.1. This Human Resource Policies and Procedures Manual has been made by the Council as provided by the Act. It embodies the fundamental terms and conditions of service and guides the human resource practices at the University.

1.11. Transitional Provisions

1.11.1. In instances where any provision in this Manual apply to serving staff to the detriment of their existing terms and conditions of service, such existing terms and conditions will:

- a) Continue to apply only to the current serving staff on a personal-to-self basis;
- b) Remain applicable to those serving staff even when they get promoted to higher grades for as long as such personal to self-terms and conditions remain better than the provisions in this manual.
- c) Apply to any new staff joining the University.

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SECTION 2: RECRUITMENT, SELECTION, APPOINTMENT AND PROMOTIONS

2.1 Policy Statement

- 2.1.1 The University is an equal opportunity employer and shall not in its recruitment and selection process, discriminate on the basis of gender, race, religion, ethnicity or any other form of discrimination. The constitutional requirement on mainstreaming of gender and persons with disabilities as stipulated in Article 52 to 57 of the Constitution will be observed alongside any policies issued by the National Cohesion and Integration Commission.
- 2.1.2 The University's efficiency and effectiveness depend on the quality and competencies of employees it engages. The University shall therefore endeavor to recruit suitably qualified and experienced employees with the right skills and experience required to achieve its goals and objectives.
- 2.1.3 The University shall budget annually for recruitment and promotion of Staff.
- 2.1.4 When making a decision on selection on first appointment, information concerning a candidate's general background and/or previous employment shall be verified. No appointment shall be offered to any employee prior to such verification.
- 2.1.5 All appointments shall be made with the approval of the Council and shall be within the approved staff establishment.
- 2.1.6 Appointments in all cases shall be made in compliance with the University's Staff Career guidelines for various cadres of employees in their respective fields of employment and other relevant Government legislation.
- 2.1.7 Applicants will be recruited on merit based on their academic and/or professional qualifications and experience as stipulated in their respective Career Guidelines after undergoing interview and vetting.

2.2 Powers to make Appointments

- 2.2.1 The power to appoint employees is vested in the Council. However, the Council may delegate some of these powers in writing and for a specific cadre of employees to the Vice Chancellor. The Vice Chancellor shall report such appointments not later than the next Council meeting for noting.
- 2.2.2 Appointments to senior level positions at Grades 3 to 5 shall be by Council.

2.2.3 The Council may delegate to the Vice Chancellor through the respective Committees powers to appoint staff members at Grades 6 to 15. All appointments shall be in accordance with approved recruitment procedures.

2.3 Appointments by the Council

2.3.1 The Vice Chancellor, Deputy Vice-Chancellors, Principals and Deputy Principals (Grade 1, 2 and 3) will be appointed on a fixed contract terms of service in accordance with the Universities Act and on terms and conditions prescribed by Council guided by Government from time to time.

2.3.2 Appointments to other positions in Job Grade 3 to 5 shall be made by the Council. The power to appoint from positions Job Grade 6 to 15 is delegated to the Vice Chancellor. All appointments shall be in accordance with the approved recruitment procedures.

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

2.3.4 The Council may enlist the services of a relevant independent professional body to conduct the recruitment exercise, if considered necessary.

2.4 Human Resource Management Advisory Committee

2.4.1 The Vice Chancellor shall constitute a Human Resource Management Advisory Committee (HRMAC). The Committee shall be responsible for advising the Vice Chancellor and Management Board on all human resource management issues as may be delegated by the Council.

2.4.2 The Committee's responsibilities may include but not limited to providing advisory on the following:

- a) Maintenance of the University's establishment;
- b) Promotion of values and Principles of Public Service in public universities;
- c) Staff Welfare;
- d) Training and Development;

2.4.3 The Committee shall comprise of at least seven (7) but not more than nine (9) members who shall be at the level of grade 5 and below.

2.4.4 The Secretariat shall be drawn from Human Resource department.

2.4.5 The quorum of the Committee shall be two thirds (2/3) of the appointed members.

2.5 Recruitment Procedures

2.5.1 The Vice Chancellor will declare all vacant posts within the establishment, which are to be filled substantively or in an acting capacity to the Council in accordance

with the procedures set out in this Manual. The declaration shall originate from the Heads of Department and must be supported by justification for the recruitment guided by the approved establishment and affordability within budgetary provisions.

- 2.5.2 Priority in consideration should always be given to promote candidates from within the University so as to meet the employee career growth expectations.
- 2.5.3 Senior positions in administrative cadre Grades 1-5 will be advertised externally in an open, competitive, fair and merit-based process.
- 2.5.4 In the absence of suitable internal candidates, applicants will be recruited through open advertisements. Where there will be need for specialized services, the Council may use reputable human resource recruitment firms to hire suitable candidates.
- 2.5.5 All employees reaching maximum of their grade will be considered for promotion when vacancies exist, subject to evaluation and recommendation of the Head of Functional Area (HoFA) in accordance with regulations.
- 2.5.6 The principle of affirmative action, gender and persons living with disability and national values will apply. The council shall observe gender mainstreaming, balance on appointment, promotion that ensure that a minimum of a third (1/3) are of either gender.
- 2.5.7 Internal and external advertisements will contain the following:
- a) A brief description of the Council's mandate;
 - b) Job title;
 - c) Main purpose of the job;
 - d) A brief description of the key responsibilities of the job;
 - e) Education, experience, skills and competencies required for the job;
 - f) Salaries and benefits as may be applicable;
 - g) Location of the job (where necessary);
 - h) Clear instructions on how to apply and information to be submitted in the application; and
 - i) Closing date for receipt of applications.

2.6 Declaration of Vacancies

- 2.6.1 The Vice Chancellor shall maintain an approved up-to-date staff establishment and Human Resource Plan.
- 2.6.2 The Vice Chancellor shall declare to the Council all vacancies as and when they fall vacant.

2.6.3 In making the declaration, the Vice Chancellor shall take into account whether such posts are competitive or not and also explore the best options for recruitment.

2.7 Shortlisting

2.7.1 Once applications are received, short-listing panel(s) shall be constituted by the Council or Vice Chancellor as per the delegated powers;

2.7.2 Where possible, a shortlist of not less than three (3) candidates per post shall be prepared and submitted to the Management for approval for interviews. Where the number of candidates is less than the required three, the advice of the UMB shall be sought.

2.7.3 Short listing criteria shall include minimum constitutional and statutory requirements and shall be on merit (meeting minimum requirements as advertised).

2.7.4 All application letters including those of candidates not short-listed shall be retained for six (6) years after the appointment has been made before disposal.

2.7.5 No panelist at either the short listing or interviewing stage will participate in cases where there is an applicant who is related to him in any way to avoid conflict of interest. The requirement of affirmative action and other constitutional provisions, will apply on appointment/promotion as applicable.

2.8 Interviews and Selection

2.8.1 The Candidates should be informed of their interview date, time and venue at least one week in advance.

2.8.2 A member of staff participating in shortlisting shall not participate in interviewing shortlisted candidates.

2.8.3 Anyone who is involved in a selection process (short listing or interviewing) and is aware that a family member, a closely related person, or indeed any other person that they know personally, has applied, should declare this to the other members of the short listing/interview panel at the earliest opportunity. Unless otherwise approved in writing by the Council or the Vice Chancellor they should then be withdrawn from the selection process and replaced by a suitable colleague.

2.8.4 The Council shall conduct background checks for candidates to be recruited.

2.8.5 The interview panel shall prepare a report of the interview and selection process.

2.8.6 The panel members shall sign the report and the secretary of the Committee shall submit the report to the Vice Chancellor within twenty-one (21) working days from the last date of the interview.

2.8.7 The report shall include and not be limited to the following information:

- a) Membership of the panel;
- b) Interview scores for each candidate in order of performance;
- c) Brief summary of recommended candidates; and
- d) Candidate's salary expectations.

2.9 Offer of Appointment

2.9.1 The offer letter shall be issued to successful candidate(s) subject to consideration of Article 232 of the Constitution.

2.9.2 The offer letter issued to successful candidate(s) shall contain the specific period within which the candidate should indicate acceptance/decline of the offer.

2.10 Acceptance of Offer

2.10.1 Acceptance of an offer of appointment shall be made by signing on the duplicate offer of appointment letter. The period of acceptance shall not be more than twenty-one (21) days from the date of the notification.

2.10.2 A candidate who has not accepted the offer within twenty-one (21) days, from the date of notification, shall be deemed to have declined the offer.

2.10.3 In the event that the first (1st) candidate declines the offer or does not report within the specified time, the Council may consider extending the same offer to the second (2nd) and third (3rd) best candidate in that order provided that this candidate had reached the cut off marks during interviews. Should the third candidate also decline, the University shall re-advertise the position.

2.11 Transition Between Teaching and Administrative Positions

2.11.1 The University may, subject to operational requirements, availability of vacancies, qualifications, and approval by the relevant University authorities, facilitate the transition of members of staff from teaching positions to administrative positions or from administrative positions to teaching positions.

2.11.2 A member of staff seeking transition from one cadre to another shall:

- a) Meet the minimum qualifications, competencies, professional requirements, and experience prescribed for the position sought;
- b) Have demonstrated satisfactory performance and conduct in their current position;
- c) Apply for the transition through the prescribed procedure whenever a vacancy exists.

- 2.11.3 A member of academic staff may be appointed or transferred to an administrative position where:
- a) The staff member possesses the qualifications and competencies required for the administrative position;
 - b) The position has been competitively filled in accordance with the University's recruitment policies, unless otherwise permitted by law;
 - c) The staff member accepts the terms and conditions applicable to the administrative position.
- 2.11.4 A member of administrative staff may be appointed to a teaching position where:
- a) The staff member possesses the academic qualifications, professional credentials, research capacity, and teaching competencies prescribed for the teaching position;
 - b) The staff member satisfies the requirements of the relevant regulatory and accreditation bodies;
 - c) The position has been competitively filled in accordance with the University's recruitment policies, unless otherwise permitted by law.
- 2.11.5 A staff member who transitions from one cadre to another shall assume the designation, duties, responsibilities, salary scale, and terms and conditions applicable to the new position.
- 2.11.6 Previous service in the University shall be recognized for purposes of pension, gratuity, leave accruals, and other benefits as may be provided under applicable laws, and University policies.
- 2.11.7 The University will require the staff member to undergo induction, orientation, training, mentorship as may be applicable for the new role.
- 2.11.8 All transitions between teaching and administrative positions shall be subject to recommendation by the appropriate HRMAC and approval by the Vice-Chancellor, University Management Board, University Council, or any other authorized body as provided in the University's Statutes, Human Resource Policies, and applicable laws

2.12 Record of Previous Employment and Qualifications

- 2.12.1 Candidates The Vice Chancellor will be required to ensure that a candidate's record of previous employment is satisfactory in all aspects when recommending appointments to the Council. The Vice Chancellor may call for a confidential report of a candidate from previous employer(s) in accordance with the Data Protection Act, contents of which may determine whether or not to appoint the candidate.
- 2.12.2 Where appointment is based on specific educational, professional or other qualifications, the original and certified copies by the relevant issuing body of the relevant certificates will be obtained from the candidate.

2.12.3 Relevant examining bodies shall be consulted to verify the authenticity of the certificates produced by a candidate before engagement. Certified copies of all relevant documents should be retained in the personal file of the candidate for record.

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

2.13 Medical Examination

2.13.1 Candidates All candidates on new appointment shall be required to undergo a medical examination by a registered medical employee who must complete the prescribed form. The purpose of the medical examination shall be to guide deployment and job assignment of the employees and not to exclude them from employment.

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

2.13.3 Employees' Medical information shall remain confidential.

2.14 Letter of Appointment

2.14.1 A letter of appointment shall be issued, in duplicate, to an employee on first appointment and shall contain the following details: -

- a) The Name and address of the employer;
- b) Name, age, permanent address and sex of the employee;
- c) Grade and designation;
- d) Date of appointment;
- e) Salary scale and salary entry point to which the candidate is appointed;
- f) Job description of the employment;
- g) Terms of appointment;
- h) Duration of the contract;
- i) Details of housing and other allowances payable;
- j) Incremental date;
- k) Exit clause during and after probation;
- l) Medical benefits and other benefits payable for the position;
- m) Station of deployment;
- n) Pension contributions/payable percentage of gratuity;
- o) The period of notice required on termination of service by either party;
- p) Leave entitlement;
- q) Terms of separation; and
- r) Terminal benefits.

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

2.14.3 A candidate shall be required to accept in writing within one (1) month and take up the appointment within a period of ninety (90) days, failure to which the offer shall be deemed withdrawn.

2.15 Date of Appointment

2.15.1 The date of appointment will be the date the employee assumes duty.

2.16 Personal Records

2.16.1 An employee on first appointment shall provide the following documents/information which shall be maintained in each employee's personal file:

- a) Copy of original academic and professional certificates duly certified;
- b) Copy of National Identity Card/Passport;
- c) Two (2) colored passport size photographs;
- d) Certified copy of birth certificate;
- e) Copy of KRA PIN Certificate, NSSF and Mandatory Government medical scheme details;
- f) Bank Account details;
- g) Medical examination report from a registered medical doctor (for the health unit);
- h) Certificate of Good Conduct from the Directorate of Criminal Investigations;
- i) EACC clearance certificate;
- j) HELB Clearance certificate; and
- k) Tax Compliance Certificate.

2.16.2 The following documents shall also be maintained in each employee's personal file:

- a) Personal data form
- b) Application for employment and updated curriculum vitae;
- c) Letter of appointment;
- d) Letter of confirmation in appointment;
- e) Completed performance appraisal forms;
- f) Birth certificates of dependent children (where applicable); and
- g) Any other document that may be required.

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

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

2.17 Home

- 2.17.1 Letter of appointment shall specify the “Home” of the staff. The University shall not designate a place as home if the member of staff’s adoption of such home is temporary. The decision of the University as to the specification of “Home” shall be final.
- 2.17.2 At the time of appointment consideration shall be given to the member’s country of origin and place of recruitment. In as far as possible priority for appointment shall be given to Kenyans unless such skills needed are not available in the country.

2.18 Probation

- 2.18.1 Unless otherwise specified, all newly appointed employees will be required to undergo a probationary period of six (6) months.
- 2.18.2 During the period, Heads and Chairpersons of Department will submit detailed progress reports and recommendations indicating the employee’s performance to the Vice Chancellor. Based on the recommendations, the Vice Chancellor will decide whether or not, the employee should be confirmed, probationary period extended, or the appointment terminated altogether.
- 2.18.3 Where an employee’s performance is not satisfactory, the probationary period may be extended for a further period of not more than six (6) months with the agreement of the employee.
- 2.18.4 Before extending probation or terminating the appointment, the employee shall be given written reasons and opportunity to make presentations. A record of the discussion shall be placed in the employee’s file.
- 2.18.5 An employee who has completed the normal or extended period of probation satisfactorily shall be confirmed in the post. If the probationary service is unsatisfactory, the appointment shall be terminated.
- 2.18.6 Employees serving on contract terms will be appraised on a quarterly basis during the first year of the contract. If the performance is unsatisfactory, the appointment shall be terminated in accordance with the contract terms.

2.19 Next of Kin

- 2.19.1 A new employee will be required to complete a next-of-kin form on first appointment and to update his next-of-kin records and other family details from time to time.
- 2.19.2 The Head of Human Resource shall regularly sensitize and issue notices to employees to update next of kin documents at least once a year.

2.20 Beneficiaries

- 2.20.1 A new employee will be required to complete a Beneficiaries form on first appointment and to update his beneficiaries' records and other family details from time to time.
- 2.20.2 The beneficiary form shall contain details such as name of the beneficiary, percentage allocation to each of the beneficiary, relationship to the employee, age of the beneficiaries, contacts and details of persons authorized to process benefits in the event of death of an employee

2.21 Official Secrets Act Declaration

- 2.21.1 Each employee shall sign a Declaration of Secrecy Form under the Official Secrets Act, Cap. 187 upon appointment and/or termination of service. The Head of Human Resource shall bring to the attention of employees the provisions of the Official Secrets Act on an annual basis.

2.22 Staff Employment/Identification Card

- 2.22.1 Each employee will be issued with an official employment/ identification card.
- 2.22.2 In the event of loss of the identification card, an employee shall be required to report the loss to the Head of Human Resource to enable processing of a replacement. If a replacement is as a result of change of designation or marital status, the employee shall be required to make a formal application to the Head of HR for the replacement.
- 2.22.3 On termination of employment, an employee shall be required to surrender his staff identification card to the University.

2.23 Induction

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

2.24 Duties

- 2.24.1 All employees shall be given a job description and assigned duties accordingly.
- 2.24.2 An employee may be transferred to work in any department provided that he/she possesses the core-competencies required for effective performance.

2.25 Re-designation

- 2.25.1 Re-designation The Vice Chancellor shall have power to re-designate employees from Grade 8-15 subject to suitability interview for those moving to non-related cadres and approval of Council.

- 2.25.2 Re-designation of employees shall be subject to the following conditions: -
- a) Suitability interview for employees who are moving from one cadre to another;
 - b) Suitability Interview shall not apply for posts which fall within the same job family;
 - c) Shall be limited to positions in the first two (2) entry levels in any cadre;
 - d) Shall take effect from the date of the decision;
 - e) The Vice Chancellor shall be required to promote qualified employees before processing the re-designation requests;
 - f) Shall be subject to existence of vacancies;
 - g) The decision shall not reduce the employee's salary; and
 - h) The above notwithstanding, re-designations shall be based on an employees' demonstration of competence, merit and ability in performance.
- 2.25.3 An employee who wishes to re-designate shall apply, in writing, to the Vice Chancellor.
- 2.25.4 A re-designation shall take effect on a date to be determined by the Council or the Vice Chancellor as the case may be and will be communicated within thirty days of making the decision.

2.26 Position re-grading

- 2.26.1 Re-grading of positions may be done to correct staffing imbalances and other critical needs arising from succession management, review of Career Guideline policy, or restructuring. In all circumstances regrading shall not disfranchise any staff in the University unless there is a mutual agreement on the same by the University and the affected staff.

2.27 Reviews and Promotion

- 2.27.1 It is The University will strive to expeditiously fill all vacancies by promotion of suitable employees. Consideration of promotion shall be in accordance with the provisions of the Career Progression Guidelines developed for each cadre. Priority will be given to employees who have relevant experience, qualifications and proven merit.
- 2.27.2 The process of filling vacancies by promotion will be through internal advertisement. Where the University cannot attract suitable candidates from within, it will proceed to fill the position through external advertisement.
- 2.27.3 In selecting candidates for promotion, the University shall not discriminate any employee on grounds of race, colour, sex, language, religion, political or other opinion, nationality, ethnic or social origin, disability, pregnancy, mental status or HIV status.

- 2.27.4 Staff on internal tour of duty shall be considered for promotion when they meet requirements for promotion to the next level, but will take the position upon resuming duty.
- 2.27.5 The University will communicate the outcome of the interview for promotion within one (1) month after Council approval.
- 2.27.6 Promotion shall be based on merit, academic qualifications and experience.
- 2.27.7 Staff on secondment will be considered for promotion upon meeting the requirements for promotion, but will take the position upon resuming duty.
- 2.27.8 Staff on leave of absence will be considered for promotion upon meeting the requirements to the next level. However, the employee will be entitled to the use of the title but will be entitled to the applicable pay upon resuming duty.
- 2.27.9 Staff on tour of duty within the University (internal leave of absence) will be considered for promotion upon meeting the requirements to the next level, but will take the position upon resuming duty.
- 2.27.10 Promotions shall be done at-least once every year.

2.28 Dates of Promotion

- 2.28.1 The effective date of promotion shall be the date of the decision to promote

2.29 Handing-Over Report

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

SECTION 3: TERMS AND CONDITIONS OF SERVICE

3.1 Introduction

- 3.1.1 Any instance that may require translation of terms of service of a serving employee should be undertaken by the Council on mutual agreement with the employee. Where the terms of service of any Grades are variant from the terms of service of an employee and the employee is not willing to have the existing terms translated, the Council may opt to declare the post as restructured and redundancy occasioned. The redundancy process would be undertaken under the Government Tripartite Committee framework.

3.2 Career Guidelines

- 3.2.1 The University shall maintain approved staff establishment for all posts as approved by the Council. These shall be used as the basis for all recruitment.
- 3.2.2 The grading structure, qualifications and other requirements for recruitment will be laid down in every Career Progression Guideline. The Career Guidelines must be followed in processing appointments and promotions of employees in their respective fields of employment.

3.3 Terms of Employment

- 3.3.1 Appointment in the University shall be based on any of the following terms of service:
- a) Permanent;
 - b) Contract; and
 - c) Casual.

3.4 Permanent Terms

- 3.4.1 Appointment on permanent terms shall apply to employees who on successful completion of the probationary period shall be eligible for confirmation in appointment. Such employees will also be eligible to join the University's pension scheme.
- 3.4.2 An employee will initially be placed on probationary period of six (6) months. After successful completion of the probationary period, the employee will be confirmed in appointment.
- 3.4.3 Probationary period may be extended for a further period of six (6) months on recommendation of the immediate supervisor. At no given time shall probationary period exceed one (1) year. If at the end of the probationary period the appointment is not confirmed, it shall be terminated forthwith.

3.5 Contracts Terms

- 3.5.1 The University may engage staff on contract terms as may be stipulated in this policy or other Government guidelines.

- 3.5.2 The contract terms may be in the following forms:
- a) Long term contracts for period exceeding one year but not exceeding five years;
 - b) Short term contracts for up to one year;
 - c) Part-time contracts;
 - d) Contracts for Visiting Staff;
 - e) Sabbatical and
 - f) Adjunct.

3.5.3 Appointment on contract terms shall apply to employees appointed to undertake assignments within a specific time period.

3.5.4 An employee serving on contract is subject to the retirement age and shall be eligible for either pension or service gratuity as provided for in the respective contract.

3.5.5 Where the employment under contract is terminated before the contract expires any accrued salaries and benefits will be paid on a pro-rata basis for the period completed.

3.5.6 Either party may give a one-month notice of intention to terminate the contract or payment of one-basic salary in lieu of notice.

3.5.7 Termination of contract appointment shall require either party to submit a written notice as per the applicable terms of employment.

3.6 Renewal of Contract

3.6.1 Employees serving on contract terms of service who wish to have their contracts renewed will submit to the Vice Chancellor written requests not less than three (3) months before the expiry of the contract. In case of the Vice- Chancellor and Deputy Vice Chancellors they will be required to notify the Council not less than six (6) months before expiry of the contract.

3.6.2 If such a notification is not made, the employee will be deemed to have completed his term on the date specified in the contract and the contract shall not be renewed or extended.

3.6.3 The Vice Chancellor shall forward to the Council for consideration any notification from an employee wishing to be considered for a further term. Upon consideration, the employee will be advised of the Council's decision to renew, not to renew, or to extend the employee's contract in writing one (1) month before the expiry of the contract.

3.7 Appointment on short contract terms

3.7.1 The University may engage an employee on a short-term contract on a need basis for not more than 12 months.

- 3.7.2 Staff appointed on short-term contract shall receive a taxable consolidated salary inclusive of house allowance with no other allowances at the prevailing approved rates.
- 3.7.3 They shall be expected to contribute to Mandatory Government scheme and NSSF.
- 3.7.4 They shall be entitled to annual leave, sick leave and maternity/paternity leave on pro rata basis as may be applicable.

3.8 Casual Employment

- 3.8.1 A casual employee means a person whose terms of engagement provide for his wages at the end of each day and who is not engaged for a longer period than twenty-four (24) hours. Such engagement may be for a specified period of time.
- 3.8.2 Casual employees shall be engaged as per prevailing labour laws in Kenya.
- 3.8.3 Recruitment of casual services must be competitive and accommodate diversity.
- 3.8.4 Where casual labour is required, the Head of the functional area shall make the request to the Vice Chancellor for consideration and approval.

3.9 Acting Appointment

- 3.9.1 Acting appointment may be made where a vacancy arises that is not substantively filled or when the incumbent is incapacitated.
- 3.9.2 An Acting appointment period shall be for up to a period of six (6) months. This can however be extended for another six (6) months with the approval of the Vice Chancellor in consultation with the University Council.
- 3.9.3 The Vice Chancellor shall appoint one from amongst potential candidates indicating the position to be acted and the expected acting period.
- 3.9.4 The appointment will be considered based on the employee meeting all the prescribed competences (both academic and professional qualifications, skills and experience) for the position he or she will be appointed to.
- 3.9.5 An employee required to act as the Vice Chancellor when the position falls vacant shall be appointed by the University Council in consultation with the Cabinet Secretary responsible for Education.
- 3.9.6 An employee required to act as the Deputy Vice Chancellor when the position falls vacant shall be appointed by the University Council in consultation with the Cabinet Secretary responsible for Education.

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

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

3.10 Part Time Contracts

3.10.1 Part-time appointments shall be on such terms as the Council may determine from time to time.

3.10.2 Letters of part time appointment to be issued before commencement of teaching.

3.10.3 Part-time contracts made in the teaching departments shall be made per semester. A part-time member of staff shall be required to clear with the University at the end of the semester. The employee can be offered another appointment at the discretion of the University but shall be based on performance.

3.10.4 Unless expressly provided for in the letter of appointment, part-time appointees will be paid on hourly basis with no extra benefits as per Part-time Policy.

3.11 Visiting Staff

3.11.1 The Council may appoint an academic staff on a tour of visit on such terms and for such periods as the University Council and the appointee agree.

3.12 Sabbatical Appointment

3.12.1 The Council may accept an academic staff to take their sabbatical leave on such terms and for such periods as the University Council and the appointee agree.

3.12.2 Such staff shall be eligible for payment of a stipend equivalent to the basic salary of the position for which he has been appointed within the establishment of the University.

3.12.3 No other benefits shall be attached to this appointment.

3.12.4 Unless otherwise specified in the letter of appointment, such staff shall be subject to the authority of the Vice Chancellor or other employees acting on his/her behalf.

3.13 Professor Emeritus

3.13.1 Professor Emeritus typically refer to the responsibilities, privileges, and expectations established for a retired professor who retains an honorary position at an academic institution.

3.13.2 The professor is granted the title of "Emeritus" as a recognition of their distinguished academic career, typically after retirement.

- 3.13.3 Professors Emeriti may continue to teach or lecture on a limited basis, either in regular courses or special seminars.
- 3.13.4 They may maintain involvement in research projects, sometimes with access to university resources, funding, or collaborators.
- 3.13.5 Emeritus professors may continue to have access to the university's libraries, laboratories, or other academic resources.
- 3.13.6 While Emeritus professors typically do not receive a salary, some universities may offer stipends or funds for research or specific teaching activities.
- 3.13.7 Emeritus professors may continue to publish work or attend academic conferences as part of their ongoing contribution to the field.
- 3.13.8 Emeritus status shall have specific terms of engagement that must be renewed or reevaluated periodically.

Adjunct Appointment

- 3.13.9 The Council may appoint an academic staff as an adjunct member of faculty on a need basis and on such terms and conditions determined by Council.
- 3.13.10 For one to be appointed as an adjunct member of faculty he must be:
- a) At-least a senior lecturer and above; and
 - b) In a similar position in another University, Research institution or Industry either locally or internationally.
- 3.13.11 The period of appointment will be up to two (2) years renewable. However, the University reserves the right to terminate the contract upon giving the due notice.
- 3.13.12 Unless otherwise specified in the letter of appointment, such staff shall be subject to the authority of the Vice Chancellor or other employees acting on his/her behalf.
- 3.13.13 The teaching member of staff on adjunct appointment shall be paid a monthly stipend equivalent to the current basic salary paid to staff in equivalent grade at the University at the time of appointment. No other benefits shall be attached to this appointment.

3.14 Internship

- 3.14.1 Trainees graduating from training institutions join the job market with academic and theoretical approaches to work and hence require practical exposure in a real work environment.

3.14.2 The University will avail internship programmes as part of on-the-job training for the purpose of moulding new graduates to become responsible citizens who will contribute effectively to the socio-economic development of the country.

3.14.3 Internship programmes shall be guided by the provisions of the Public Service Internship Policy, requirements of the relevant professional bodies and other policy guidelines issued by Government.

3.14.4 Internship shall not exceed a period of one (1) year.

3.14.5 Interns shall not be attached to areas deemed sensitive by the University.

3.14.6 In the course of this duration, Interns shall be expected to abide to the code of conduct of the University.

3.14.7 The University shall offer trainees on internship a stipend/allowance during the period of internship as per the University policy and prevailing Government guidelines.

3.14.8 Interns shall be expected to have a personal accident insurance cover for the period of the internship.

3.15 Industrial Attachment

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

3.15.2 Attachment will be undertaken in the course of the training and the duration shall be for a maximum period of three (3) months.

3.15.3 The University shall not pay students on attachment.

3.15.4 Attachees shall not be deployed to areas that the University deems to be sensitive.

3.15.5 The attachment shall be administered in line with the values and principles of Public Service, the Public Service Field Attachment Guidelines, the National Industrial Training Authority guidelines and existing labour laws.

3.16 Posting/Transfer

3.16.1 An employee may be posted to any of the University Directorate/Department

3.16.2 /School/ Campuses. In case of deployment to a campus, the particular campus shall become the workstation for that particular employee.

3.16.3 There are three (3) types of transfers; lateral transfers, voluntary transfers and involuntary transfers.

- 3.16.4 Lateral Transfer/rotation occurs when an employee is transferred to another area or Directorate with the same title, or the same salary grade, if the title is different. In this case, there will be no change in salary.
- 3.16.5 Voluntary Transfer/rotation refers to a situation where an employee voluntarily elects to apply for transfer on family or personal grounds.
- 3.16.6 Involuntary Transfer/rotation occurs where an employee's current position is eliminated due to a restructuring or reclassification and is transferred to a re-designated position on the same salary grade.
- 3.16.7 The power to transfer an employee from one campus to another or from one Department to another shall be vested in the Vice Chancellor.
- 3.16.8 Subject to exigencies of the service, an employee shall be given adequate time to prepare himself for transfer.
- 3.16.9 It is therefore the University's policy to provide fair and equitable guidelines in transferring or rotating an employee; whether voluntarily or involuntarily in order to meet its operational and performance objectives.

3.17 Transfer of Service

- 3.17.1 Transfers of service between the University and other Public Organizations or Institutions shall be approved by the Council.
- 3.17.2 An employee will be considered for transfer of service having regard to the provisions of applicable pension schemes.
- 3.17.3 An employee seeking appointment in any other Public organizations or Institutions on Transfer of Service should submit his application through the VC.
- 3.17.4 If the Council does not approve the request, the employee will have the option to resign.
- 3.17.5 An employee who wishes to take up appointment in any other Public organizations or Institutions other than in accordance with the procedures set out in this manual, shall be required to resign from his position in the University.

3.18 Testimonials and Letters of Commendation

- 3.18.1 Testimonials and commendation letters may be given to employees by supervisors as a way of recognizing exemplary service from their members of staff.

3.19 Succession Management

- 3.19.1 Succession Management: Identification of Critical Positions: Each department shall periodically review and identify key positions that require succession planning.

- 3.19.2 Talent Identification and Development: Potential successors will be identified based on performance evaluations, leadership qualities, and professional development aspirations.
- 3.19.3 Development Interventions: Succession development initiatives may include: Coaching and mentoring, Job rotation and secondments, Short-term acting appointments, Leadership training.
- 3.19.4 Knowledge Management and Transfer: Departments shall establish mechanisms for documenting processes and transferring institutional knowledge before role transitions.
- 3.19.5 Monitoring and Review: The Human Resource Department will: Maintain a succession database, Conduct annual reviews of succession plans, Report to University Management Board (UMB) and Council.

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SECTION 4: SALARY AND ADVANCES

4.1 Introduction

- 4.1.1 The University will remunerate the employees in a manner that motivates them and which supports and develops a high-performance workforce required to provide quality service efficiently and effectively.
- 4.1.2 Salaries for unionisable employees will be negotiated between IPUCCF of FKE and recognized Unions” as advised by SRC or relevant body from time to time.
- 4.1.3 The remuneration policy is based on the following guiding principles: -
- a) Provision for adequate pay differentials to recognize responsibility, levels, skills, competencies, attitudes, experience and performance in relation to the goals and objectives of the Agency;
 - b) Achievement of equity, transparency and competitiveness in the remuneration packages based on Job Evaluation;
 - c) Adoption and implementation of best human resource management practices in regard to compensation;
 - d) Maintenance of a salary structure that will enable the Agency to attract, retain and motivate qualified employees;
 - e) Focus on the value of total compensation, which includes basic salary, allowances, and other benefits; and
 - f) Adherence to salary and remuneration guidelines issued by the Government from time to time.

4.2 Salary Grades

- 4.2.1 There shall be a grading structure as approved by the Public Service Commission (PSC).
- 4.2.2 Basic salary and allowances listed in Clause 5.1.6 for unionisable employees by virtue of their grade shall be as negotiated by IPUCCF of FKE and recognized unions in collective bargaining agreements.
- 4.2.3 Allowances listed in Clause 5.1.6 for Management staff shall be as per the respective terms and conditions of service.

4.3 Advice on Salary and Benefits

- 4.3.1 The salary for each employee will be specified in the appointment letter.
- 4.3.2 Basic salary and benefits will be communicated to the employee in writing on appointment, at which time; the employee will also be informed of their grades and designation. Any subsequent change in basic salary, grade or designation shall be communicated to the employee(s) in writing.

4.3.3 Any change in benefits, which affect all or any category of employees, will be communicated through a circular letter

4.4 Payment of salary

4.4.1 An employee on first appointment will be paid salary with effect from the date of reporting for duty.

4.4.2 Each employee will have a stated monthly basic salary quoted before any statutory deductions.

4.4.3 Salary will be paid monthly in arrears and will be denominated and paid in Kenya shillings (Kshs).

4.4.4 The salary of an employee will be net of statutory deductions and other deductions that may be agreed upon or imposed by the employee or the University respectively. A statement/payslip indicating the gross salary, deductions made and the resultant net salary will be made available to every employee each month.

4.4.5 Salary will be paid through the University and all employees will be required to open the bank accounts and submit the details to the HoFA responsible for HRM

4.4.6 Employees of the University shall not over-commit their salaries beyond two thirds (2/3) of their basic salaries and the HoFA responsible for Human Resource Management should ensure compliance.

4.4.7 On termination of employment, the final benefits will be made on confirmation that the employee has been cleared and issued with a Clearance Certificate.

4.5 Annual Salary increment

4.5.1 The Annual Salary increments shall be paid within the prevailing guidelines as provided by the Salaries and Remunerations Commission (SRC) from time to time.

4.5.2 There will be salary review in line with the CBA Cycle and as approved by the SRC from time to time.

4.5.3 Incremental date for a Staff who is appointed and reports for duty or gets promoted between 1st January and 30th June shall be 1st January of every succeeding year, and the incremental date for a Staff who is appointed and reports for duty or is promoted between 1st July and 31st December shall be 1st July of every succeeding year.

4.6 Determination of Salary on First Appointment

4.6.1 On first appointment, an officer shall enter the salary structure at the minimum point of the respective salary scale. However, an officer may be granted incremental credit for previous remuneration and relevant experience.

4.6.2 The grant of increments for relevant experience shall be subject to the following conditions:

- a) Incremental credit shall only be granted in respect of approved experience gained after acquiring the requisite minimum qualifications for the grade.
- b) In granting incremental credit, previously earned remuneration shall be considered;
- c) Incremental credit shall be granted only for previous approved experience in the type of work upon which an officer will be employed on his appointment to the particular grade;

4.7 Determination of Salary on Promotion

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

4.7.2 Where the salary of an employee on the day preceding the effective date of his promotion is one point immediately below the minimum of the salary scale attached to his new Grade and where that employee was earning an annual increment, he will receive the minimum of the salary scale attached to his new Grade on the effective date of his promotion and retain the incremental date.

4.7.3 Where the salary of an employee on the day preceding the effective date of his promotion corresponds to or is higher than the minimum of the salary scale attached to the Grade to which he is promoted, his salary on promotion will be determined in accordance with the rules set out below: -

- a) Where on the day preceding the effective date of his/her promotion he had attained the maximum point of the salary scale attached to his/her previous Grade and his/her service at that salary amounts to less than one (1) year, he/she will enter the salary scale attached to his/her new Grade from the effective date of his/her promotion at the next point above his/her salary and will retain his/her incremental date.
- b) Where on the day preceding the effective date of his/her promotion he/she had attained the maximum point of the salary scale attached to his/her previous Grade and his/her service at that salary amount to less than three (3) years, he/she will enter the salary scale attached to his/her new Grade from the effective date of his/her promotion at the next point above his/her salary and thereafter be awarded one increment and retain his/her incremental date.

- c) Where on the day preceding the effective date of his/her promotion he/she had attained the maximum point of the salary scale attached to his/her previous Grade and his/her service at that salary amounts to three (3) years or more, he/she will enter the salary scale attached to his/her new Grade from the effective date of his/her promotion at one point higher than his/her salary and thereafter be awarded three increments and retain his/her incremental date.
- d) Where on the day preceding the effective date of his/her promotion he/she had not attained the maximum point of the salary scale attached to his/her previous Grade but was earning an annual increment in that salary scale, he/she will enter the salary scale attached to his/her new Grade from the effective date of his/her promotion at the next point above his/her salary and retain his/her incremental date.

- 4.7.4 For employees on fixed term contract, it will be determined as per the contractual terms;
- 4.7.5 Determination of salary for an employee transferred from Public Service shall be by application of the provisions contained in this manual.

4.8 Deductions from Salaries

- 4.8.1 The VC/CEO shall authorize the following deductions from the salaries of employees:
 - a) Statutory deductions such as PAYE, NSSF, SHIF, HELB and other legal taxes, as well as deductions arising from court orders/attachments.
 - b) Any amount due as a contribution to a provident fund, pension fund or superannuation scheme or any other scheme approved by the Council.
 - c) Any amount for damage done to, misuse or loss of the property of the University which may be occasioned by willful default of an employee or any amount due for indebtedness to the University.
- 4.8.2 Any other deduction resulting from court orders subject to the deductions not exceeding one half of an employee's monthly salary and/or having the net effect of one's salary falling below a third of his basic salary.
- 4.8.3 Where an employee is liable to refund any amount to the University, any such amount shall be deducted from the salary or any sums due to the employee in a manner as the VC/CEO may deem fit subject to labour laws provisions.
- 4.8.4 Voluntary deductions such as remittances to co-operatives, insurance firms, among others, will be effected provided the employee gives written authorization.

4.9 Deduction of Income Tax

- 4.9.1 In addition to the income tax under PAYE arrangements, the VC/CEO having been appointed an agent for the collection of income tax under the Income Tax

Management Act may collect such tax by deduction from the employee's salary or any other sum due from the employee.

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SECTION 5: ALLOWANCES AND OTHER BENEFITS
5.1 Policy Statement

- 5.1.1 The University is committed to remunerate the employees in a manner that motivates them and which supports and develops a high-performance workforce required to provide quality service.
- 5.1.2 While it may be considered that the salary attached to a position represents appropriate remuneration of its holder for proper and efficient performance of day-to-day duties, there are circumstances in which additional payments are warranted. Such additional payments are made in form of allowances, either to reimburse an employee for expenses incurred directly or indirectly in the execution of his duties, or to compensate him for services rendered over and above the normal job requirements.
- 5.1.3 The allowances shall be payable to members of staff as and at such rates as shall be determined by Council upon following the guidelines provided by Government from time to time.
- 5.1.4 Allowances will be reviewed after every three (3) years or as need arises.
- 5.1.5 Employees will be eligible for the following allowances where applicable:
- a) House Allowance;
 - b) Commuter/Car Allowance;
 - c) Annual Leave Allowance;
 - d) Hardship Allowance;
 - e) Daily Subsistence Allowance (Local/Foreign Travel);
 - f) Meal Allowance;
 - g) Passage and Baggage Allowance;
 - h) Transfer Allowance;
 - i) Extraneous Allowance;
 - j) Risk Allowance;
 - k) Responsibility Allowance;
 - l) Entertainment Allowance;
 - m) Airtime- Allowance;
 - n) Non – Practicing Allowance;
 - o) Professorial Allowance;
 - p) Book allowance;
 - q) Research Allowance;
 - r) Acting Allowance;
 - s) Special Duty Allowance;
 - t) Mileage Allowance
 - u) PWDs Allowance; and
 - v) Any other allowances approved from time to time.

5.2 House Allowance

5.2.1 Employees will be eligible for house allowance depending on their respective terms and conditions of service.

5.3 Commuter/Car Allowance

5.3.1 Employees will be eligible for commuter/car allowance depending on their respective terms and conditions of service.

5.3.2 An employee who has been assigned a University vehicle to facilitate him from house to office, will not be eligible for commuter/car allowance.

5.4 Annual Leave Allowance

5.4.1 Employees will be eligible for leave allowance depending on their respective terms and conditions of service.

5.4.2 Leave allowance shall be paid to an employee every January of the leave earning year and shall not be carried forward from one leave year to another.

5.5 Hardship Allowance

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

5.6 Accommodation Allowance (Local daily subsistence)

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

5.6.2 The rates of subsistence allowance are designed to meet the cost of accommodation at good but not luxury class hotels, meals, including service charges, local travelling (such as taxi, bus or train fare), incidental expenses including any taxes and an element in respect of essential entertainment.

5.6.3 Accommodation allowance will be paid for a maximum continuous period of thirty (30) days. However, an employee who is required to be away from his duty station for more than thirty (30) days will be paid accommodation allowance for the subsequent additional days at half ($\frac{1}{2}$) rate up to a maximum period of five (5) months. Beyond this period, if the employee continues to work in the same station, this will be treated as a posting and accommodation allowance will cease to be applicable.

5.6.4 Where an employee travelling and where boarding and lodging expenses are paid in full directly to the hosting institution/hotel by the University or any other institution a residual daily allowance of up to one quarter of the standard rate of DSA may be paid to him to cover incidental expenses. In cases where the sponsor

does not meet the expenses directly but pays an allowance and such allowance is less than the standard allowance the employee will claim the difference from the University.

5.7 International/Overseas Subsistence Allowance

- 5.7.1 An employee who is required to travel on duty outside Kenya will be granted subsistence allowance at the daily rates determined by Government from time to time.
- 5.7.2 The rates of subsistence allowance are designed to meet the cost of accommodation at good, but not luxury class hotels, meals, including service charges, local travelling (such as taxi, bus or trains fare), incidental expenses including any taxes and an element in respect of essential entertainment.
- 5.7.3 Travelling expenses incurred from the airport to a hotel or other residential place and vice versa, airport charges, fees for vaccination, visas and passport charges will be refunded.
- 5.7.4 Where an employee is travelling and the University or any other organization covers accommodation expenses in full, the University will not pay a residual allowance.
- 5.7.5 An employee travelling on duty abroad is normally expected to regularize his expenses within the standard rate of Daily Subsistence Allowance. Nevertheless, in very exceptional circumstances, for example, when hotels are heavily booked during an international meeting and the employee 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 University for a refund of the additional expenses on production of receipted bills in respect of actual expenditure incurred.
- 5.7.6 However, the prevailing rates are reviewed regularly to approximate rates and are expected to be sufficient to afford an employee reasonable accommodation.
- 5.7.7 Where an employee travelling, boarding and lodging expenses are paid in full directly to the hosting institution/hotel by the University or any other institution a residual daily allowance of up to one quarter of the standard rate of DSA may be paid to him to cover incidental expenses. In cases where the sponsor does not meet the expenses directly but pays an allowance and such allowance is less than the standard allowance the employee will claim the difference from the University.

5.8 Day Trip/ Meal Allowance

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

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

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

5.9 Baggage Allowance

5.9.1 When travelling on first appointment, transfer or retirement an employee shall be provided with an official vehicle to transport his luggage.

5.9.2 In the absence of a vehicle the employee will be eligible for a baggage allowance at rates as may be negotiated between the Council and the Unions and approved by the Government from time to time.

5.9.3 The employee will be expected to request for transport within three months of appointment, transfer or retirement failure to which the privilege will be forfeited.

5.9.4 In the case of the death of an employee, the next of kin will be eligible to baggage allowance at rates determined by the Council in consultation with the Government from time to time.

5.10 Relocation/Transfer Allowance

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

5.10.2 Relocation/ Transfer allowance will not be paid:

- a) Where the new station is less than fifty (50) km from the old station;
- b) To employees who are deployed on temporary basis (i.e. on relief duty) for a period not exceeding five (5) months; and
- c) To employees who are transferred at their own request, even though they may not necessarily be posted to the station of their choice.

5.11 Extraneous Allowance

5.11.1 Extraneous allowance may be payable to employees designated by the University guidelines at prescribed rates.

5.12 Risk Allowance

5.12.1 Risk allowance will be paid to employees who by the nature of their work are exposed to risk.

5.12.2 Council will determine employees who are eligible for the risk allowance as guided by Government from time to time.

5.13 Responsibility Allowance

5.13.1 Responsibility allowance is payable to University employees at management level who may be called upon to perform other duties in addition to their administrative duties at rates determined by Council from time to time.

5.14 Entertainment Allowance

5.14.1 This allowance is payable to employees who from their nature of their duties are expected to provide hospitality and entertainment to official guests. To enable meet such expenses, a non-accountable monthly entertainment allowance shall be paid to designated employees as guided by Council.

5.15 Telephone/Airtime Allowance

5.15.1 Heads of Departments shall be eligible for airtime. In exceptional circumstances, the Vice Chancellor may approve provision of airtime for employees in other grades who by nature of their duties are required to communicate frequently to University clients on merit basis.

5.15.2 The airtime rate shall be determined by the Council in consultation with the relevant Government institutions.

5.16 Non – Practicing Allowance

5.16.1 The allowance may be payable to eligible cadres and at rates determined by the Council guided by Government from time to time.

5.17 Professorial Allowance

5.17.1 The allowance shall be payable to Professors and Associate Professors at rates determined by the Council guided by Government from time to time.

5.18 Book Allowance

5.18.1 The allowance shall be payable to teaching staff at rates determined by the Council guided by Government from time to time.

5.19 Research allowance

5.19.1 The allowance shall be payable to teaching staff at rates determined by the Council and as guided by Government circulars from time to time.

5.20 Acting Allowance

5.20.1 Acting allowance will be payable to an employee who is called upon to perform duties of a grade immediately above his substantive grade. The employee must be qualified and experienced to perform duties of that particular post.

5.20.2 Acting allowance will be paid when an employee acts in a higher post for a minimum period of thirty (30) days or when the acting appointment follows another within an interval of not more than fifteen (15) days and the actual duration of both acting appointments is thirty (30) days or more.

5.20.3 When an employee is eligible for appointment to a higher post and is called upon to act in that post pending advertisement of the post, he is eligible for payment of acting allowance at the rate of twenty percent (20%) of his substantive basic salary. Acting allowance will not be payable to an employee for more than six (6) months.

5.20.4 An employee who is appointed to act in a higher post shall be eligible, for the duration of his acting appointment, for travelling privileges and other related allowances such as accommodation/per diem, field allowances at the rates applicable to the job grade assigned to the higher post. However, the employee will not qualify for house allowance or other remunerative allowances assigned to the higher post.

5.20.5 Acting to higher positions in Grades 1-3 must be approved by the Council. Acting on other grades will be approved by the Vice Chancellor.

5.20.6 In all cases, an employee must be appointed to act in writing by the Vice Chancellor or such other employee to whom the Vice Chancellor may delegate such responsibility.

5.21 Special Duty Allowance

5.21.1 Where an employee does not possess the necessary qualifications and cannot be appointed to act in a higher post but is nevertheless appointed in writing to undertake the duties of the higher post, the employee will be paid a special duty allowance at the rate of 15% of an employee's substantive basic salary.

5.21.2 Payment of special duty allowance shall automatically lapse after six (6) months from date of appointment. It is expected that the process of filling the vacant post will be finalized by then.

5.21.3 Employees will not be called upon to perform duties of a post that is more than two (2) grades higher than the employee's substantive grade.

5.21.4 An employee cannot enjoy both acting allowance and special duty allowance simultaneously.

5.21.5 The allowance will not be paid when an employee who has been appointed to perform the special duties in a higher post is absent from duty for whatever reason for a period of more than thirty (30) days.

5.21.6 An employee who is appointed to perform duties in a higher post shall be eligible, for the duration of his appointment, for travelling privileges and other related allowances such as accommodation/per diem, field allowances at the rates applicable to the job grade assigned to the higher post. However, the employee will not qualify for house allowance or other remunerative allowances assigned to the higher post.

5.22 Club Membership

5.22.1 The University will cater for club membership and annual subscription fee restricted to only one club for the Vice Chancellor and Deputy Vice Chancellors.

5.23 Car Loans and Mortgage

5.23.1 The University may establish a Car Loan and Mortgage Scheme(s) as negotiated between IPUCCF of FKE and unions based on prevailing Government guidelines or join an established existing government scheme as guided by relevant Government agencies to facilitate staff acquire houses and/or vehicles subject to availability of funds.

5.23.2 The Scheme shall be managed in accordance with the regulations developed by Council.

5.24 Honoraria

5.24.1 Honorarium shall be paid as a token to individuals for services that are not part of their regular contractual duties or employment obligations as a gesture of appreciation rather than a salary or allowance.

5.24.2 Circumstances Where Honoraria May Be Payable shall include:

- a) Examinations: Moderation of exams: External and internal examiners
- b) Special Assignments / Extra Duties: Taskforce or ad-hoc committee work beyond normal workload, Participation in income-generating or consultancy projects.
- c) Guest Lectures / Visiting Speakers: For individuals invited to deliver talks, lectures, or short-term training.
- d) Research Supervision & Publications: Sometimes token payments are given for supervising postgraduate theses or facilitating funded research projects.

5.24.3 The rates for payment of honoraria shall be as determined by Management and approved by the University Council subject to guidelines issued by the relevant government guidelines from time to time.

5.25 Persons with Disabilities Allowance

5.25.1 The allowance shall be paid monthly at the rate determined by the Salaries & Remuneration Commission and other relevant Government agencies from time to time.

SECTION 6: MEDICAL BENEFITS

6.1 Policy Statement

- 6.1.1 The University regards a healthy employee to be a great asset not only to the University, but also to the nation as a whole. Consequently, the Council shall make adequate provision for medical benefits to be accorded to all employees, their spouses and dependent children as per the University medical scheme.
- 6.1.2 The Head of Human resources will manage and monitor the medical expenditure on behalf of the Vice Chancellor to ensure the costs are reasonable.

6.2 Medical Attention

- 6.2.1 On first appointment, an employee will be required to undergo a medical examination by a medical practitioner who will provide a report on the medical form.

6.3 Management of the Medical Scheme

- 6.3.1 The Medical scheme will provide in-patient and out-patient treatment insurance scheme for the employee, one spouse and up to four children. Children over the age of eighteen years and up to twenty-five years and undergoing an approved full-time course of higher learning shall be included in the medical scheme as officially declared in the employee's records and dependent and legally adopted children up to twenty-five (25) years and below or beyond twenty-five (25) years for those with disability subject to proof that the disability has occasioned full dependency on the employee.
- 6.3.2 The Scheme will be reviewed annually to ensure that the University and its employees get value for money invested in the scheme.
- 6.3.3 Members of staff will continue to be members of the Medical Scheme provided by Mandatory Government scheme.

6.4 In-Patient and Outpatient Treatment

- 6.4.1 Employees will be entitled to the following medical benefits as per the applicable policies from time to time:
- a) In-patient medical treatment; and
 - b) Out-patient medical treatment
- 6.4.2 Dependent children who are over twenty-five (25) years of age and are living with disability and dependent on the employee will be treated as special cases upon production of evidence from the relevant Government agency. Such cases will be referred for approval to the Vice Chancellor.

6.5 Medical Treatment outside Kenya

- 6.5.1 Employees and their dependants may be eligible for treatment outside the country in cases where such treatment is not available locally subject to prior authorization by the Director General for Health, Ministry of Health, the Vice Chancellor and availability of funds.
- 6.5.2 The Head of HR will manage and monitor the medical expenditure to ensure compliance with provisions of the medical scheme.

6.6 Accidents on duty

- 6.6.1 An accident on duty is an accident where the employee suffers personal injury: In the actual discharge of his duty; without his own default and/or on account of circumstances specially attributed to the nature of his duty.
- 6.6.2 In the event that the employee is unable to make the report of the injury or if fatally injured the Supervising Employee should make the report in writing to the Head of Human Resource as soon as he learns of the same injury.
- 6.6.3 Upon receiving the report of the injury in respect to the employee, the University shall lodge a claim with the University's appointed insurance broker or underwriter, as the case may be, with a view of seeking compensation for the said employee.
- 6.6.4 Any claim for benefits should be submitted/reported to the Insurance Company immediately or as per the terms of the policy.
- 6.6.5 If an employee sustains an injury in the execution of his duty and the injury is not due to his negligence or misconduct, the University may, at its discretion, authorize that the cost of any special treatment, medical comforts and appliances be borne by the University. Application for financial assistance under this regulation should be forwarded to the Head of Human Resource.
- 6.6.6 If the request is approved, the University shall bear the whole cost of such treatment and will in turn claim the maximum amount allowed under the Group Personal Accident cover (GPA) from the Insurance Underwriters.

6.7 Medical Ex-gratia

- 6.7.1 The University may provide medical ex-gratia assistance to cover in-patient and out-patient medical expenses incurred by an employee, eligible spouse or child subject to prevailing limits within a financial year.
- 6.7.2 All cases of ex-gratia assistance shall be referred to the Council for consideration and approval.
- 6.7.3 The University shall provide guidelines for management of ex-gratia.

6.8 Insurance Policies

6.8.1 The University shall undertake to provide, inter alia, the following insurance covers for its employees:

- a) Group Life Assurance, to include WIBA.
- b) Group Personal Accident; and
- c) Travel insurance.
- d) Benevolent/Last Expense

6.8.2 These insurances shall not in any way affect any personal insurance policy that an individual employee may have taken out for himself.

6.8.3 The University shall cater for travel insurance for employees travelling on official duties when out of the country.

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SECTION 7: TRANSPORT

7.1 Policy Statement

- 7.1.1 Transport The University shall facilitate the movement of its employees on official duties in a manner that is safe and cost effective.
- 7.1.2 Transport is regulated through the Government Transport Policy which addresses various aspects of transportation of employees while on duty and use of official vehicles. It also includes travelling privileges to employee's dependents in certain circumstances and transportation of personal effects.
- 7.1.3 Provisions of vehicles in terms of models and types will be in accordance with the Government circulars issued from time to time.
- 7.1.4 All drivers shall have a valid driver's license appropriate for the class of vehicle.
- 7.1.5 Any employee authorizing improper use may be liable to disciplinary action.

7.2 Eligibility for Transport

- 7.2.1 The Vice Chancellor Deputy Vice Chancellors, Principals and Deputy Principals of Constituent Colleges and Campuses will be entitled to official transport.
- 7.2.2 All the other employees will be entitled to pool transport for official work requiring transport. Where the official transport is not provided to an employee for use while on duty, they will be permitted to use a public transport or use their own personal vehicle. Permission will be given having regard to the purpose of the trip, the number of passengers, distance of trip, number of days to be spent on the trip, the costs and the available vehicles in the pool. Where such permission is granted, they will be entitled to be reimbursed the costs of the transport as prescribed by Council.
- 7.2.3 If provided in the respective contract, an employee will be entitled to University transport on first appointment and after separation to be able to transport their luggage on terms prescribed by Council.

7.3 Traveling in Official Vehicles

- 7.3.1 Official The Vice Chancellor Deputy Vice Chancellors, Principals and Deputy Principals of Constituent Colleges and Campuses will be entitled to official transport.
- 7.3.2 An employee who requires transport for official use will be granted permission to use the most appropriate University vehicle available from the pool. Permission will be sought from the Deputy Vice Chancellor responsible for Administration.
- 7.3.3 Official vehicles are intended for official purposes only and should not be used for private purposes. An employee who makes improper use of an official vehicle shall be liable to disciplinary action.

7.3.4 Whenever a vehicle is used, the details of the journey must be indicated in the work ticket. A driver found operating without a work ticket authorizing the journey in question, or found carrying unauthorized passengers or goods, shall be subject to disciplinary action and may be surcharged.

7.3.5 The Government Vehicle Check Unit is empowered to stop and check any vehicle and prefer charges, where appropriate, against the driver or passenger.

7.4 Travelling Public Transport

7.4.1 Where no official vehicle is available to an employee travelling on duty outside the duty station or travelling on transfer, the employee will be facilitated with either road, rail or air travel.

7.5 Travelling by Road/Rail.

7.5.1 Travel by road is by either public service vehicle or taxi.

7.5.2 Where an employee travels by public service vehicle, he will be eligible to claim appropriate reimbursement of the amount of fare paid on production of receipts upon prior approval by the Deputy Vice Chancellor responsible for Administration.

7.5.3 An employee may travel by taxi only upon prior approval by the Deputy Vice Chancellor responsible for Administration under the following circumstances:

- a) On duly authorized official duty and an official vehicle is not available or;
- b) On attending/returning from a course, conference, seminar, workshop or meeting; and
- c) Where use of the taxi is economical or where the saving of time is paramount.
- d) Where the University's contracted taxi services are not available, an employee may be reimbursed the cost of taxi fares at the standard rates.

7.5.4 Reimbursement of taxi fares should be certified by the employee in charge of Transport to the effect that no University vehicle was available.

7.6 Travelling by Air

7.6.1 When travelling on duty to another country an employee may travel by air.

7.6.2 Air travel on duty within Kenya will require prior approval from the Vice Chancellor. Such approval may be given when other modes of transport are unavailable, air travel is economical or where the saving of time is paramount.

7.6.3 When required to travel by air, the Vice Chancellor will travel Business Class while all other employees will travel Economy Class. However, subject to relevant Government regulations, the Vice Chancellor will travel Economy Class within the East African Region.

7.6.4 When it is necessary to travel by air within Kenya to places not served by any commercial airline, the services of other Government Agencies shall be utilized in accordance with the existing transport policy.

7.6.5 Where an employee is entitled to additional passage and baggage than the minimum provided by the respective airline, the same will be provided by Council as per the respective contract.

7.7 Travelling in Own Car on Official Duty

7.7.1 Where no official vehicle is available to an employee travelling on duty outside the duty station or travelling on transfer, and where permission is granted to use their own vehicle, they will be reimbursed using the rates prescribed by Council from time to time. For purposes of this clause, the vehicle capacity will be limited to 2000cc.

7.7.2 Permission to use the private vehicle will be by the Deputy Vice Chancellor responsible for Administration and the same should be sought prior to the travel.

7.8 Travelling on first appointment or upon separation with the University

7.8.1 Transport will be provided if the respective contract provides for the same.

7.8.2 When travelling on first appointment, transfer or upon separation, an employee shall be provided with a University vehicle to transport his luggage.

7.8.3 In the absence of a vehicle, the employee will be eligible for a passage and/or baggage allowance at rates determined by Council and as guided by Government from time to time.

7.8.4 The employee will be expected to request for transport within three (3) months of appointment transfer or termination of appointment failure to which the privilege will be forfeited.

7.8.5 In case of the death of an employee the next of kin shall be eligible for a passage and baggage allowance at rates negotiated in the CBAs and as guided by Government from time to time.

7.8.6 Where the employee requires to travel by air, they will be facilitated using the rates determined by Council and as guided by Government from time to time.

7.9 Management of Vehicles

7.9.1 The University shall ensure that a register for all vehicles shall be opened and maintained up to date. The register shall contain the following particulars of each vehicle: -

- a) Description of vehicle;

- b) Chassis number;
- c) Engine number;
- d) Registration mark and number;
- e) Log Book number;
- f) Date vehicle purchased;
- g) Date and method of disposal; and
- h) Vehicle Insurance particulars and copy of Insurance Disc.

7.9.2 Each vehicle shall be comprehensively insured.

7.9.3 Each vehicle shall have a file in which all relevant documents and correspondence shall be filed, including, as far as possible, related expenditure records.

7.9.4 It shall be the responsibility of the DVC responsible for Administration to ensure that vehicles are used properly. He shall put in place mechanisms for ensuring centralized overnight garaging and parking of the vehicles and arrange for proper custody of ignition keys.

7.9.5 All drivers shall have a valid driver's license appropriate for the class of vehicle. Any employee authorizing improper use of the vehicle shall be held personally responsible, making him liable to disciplinary action.

7.9.6 Drivers shall at all times set the highest standards of road conduct.

7.10 Monthly Vehicle Returns

7.10.1 The Head of transport will submit monthly vehicle returns to the University. The returns shall specify the following information for each vehicle: -

- (a) Vehicle particulars;
- (b) Distance travelled during the month;
- (c) Amount of fuel and oil taken;
- (d) Details and cost of all repairs;
- (e) Details of grounded vehicles and reasons; and
- (f) Any other relevant remark concerning the vehicle.

7.11 Safety of the Vehicle

7.11.1 Official vehicles shall be parked or garaged only at places authorized by the University.

7.11.2 Official vehicles when garaged and parked must be immobilized. Where driving cabins are provided with doors with locks, the door of the vehicles must be locked and the keys removed.

7.12 Ignition Keys

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

7.13 Speed Limit

7.13.1 Official vehicles should adhere to speed limits set by the Government including the fitting of speed governors and seat belts in line with transport regulations.

7.13.2 These gadgets will be checked at least four times in a year to ensure that they are functioning at all times.

7.14 Work Tickets

7.14.1 All journeys must be authorized and an endorsement made in the work ticket. Any driver found deviating from the route authorized or carrying unauthorized passengers or goods will be liable to disciplinary action.

7.14.2 All drivers and employees responsible for managing the vehicles shall acquaint themselves with instructions set out in the work ticket.

7.14.3 A summary of fuel, oil and distance travelled with the related work ticket number, will be entered in the vehicle log book register on completion of each such ticket or at the end of each month should a ticket remain incomplete that month.

7.15 Reporting of Accidents

7.15.1 Drivers and all employees using official vehicles shall acquaint themselves with the provisions of the Traffic Act (Cap 403), which requires a driver of a vehicle involved in an accident to stop and give his name and address, the particulars of the vehicle, vehicle insurance particulars and address of its owner to any authorized person or to the Police as soon as possible, and in any case within twenty (24) hours of the occurrence of the accident. This procedure shall be followed at all times in the event of an accident.

7.15.2 In addition to providing a report to the Police, if the driver shall not be incapacitated by the accident, he shall submit a preliminary accident report to the Deputy Vice Chancellor responsible for Administration within twenty-four (24) hours of the occurrence of the accident.

7.16 Disposals and Acquisition of Vehicles

7.16.1 The Vice Chancellor shall seek and obtain authority to acquire or dispose vehicles. Disposal shall be in accordance with the laid down Government procedures.

SECTION 8: LEAVE MANAGEMENT

8.1 Policy Statement

- 8.1.1 The University will provide leave with full pay for all eligible employees for restorative purposes to enable the employee renew his energy and improve efficiency.
- 8.1.2 Annual leave will be granted in conformity with provisions of the Employment Act.
- 8.1.3 Annual leave will not be commuted for cash.

8.2 Categories of Leave

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

- a) Annual leave;
- b) Maternity leave;
- c) Pre-Adoption leave;
- d) Child adoption leave
- e) Paternity leave;
- f) Compulsory Leave
- g) Unpaid leave;
- h) Sick/Convalescent leave;
- i) Compassionate leave;
- j) Special Leave;
- k) Leave for sportsmen/women;
- l) Study/Examination leave;
- m) Leave pending retirement/Terminal leave;
- n) Sabbatical Leave;
- o) Leave of absence; and
- p) Post Doctoral/ Visiting Scholar/ Stay in Industry Leave.

8.3 Annual Leave

- 8.3.1 An employee will be eligible for annual leave days as approved by the Council at the commencement of a leave year except in the case of a newly appointed employee who will be required to complete a minimum of three (3) months before being granted annual leave. For this purpose, a leave year shall commence on the 1st July and end on the 30th June of the following year.
- 8.3.2 Heads of Department will circulate leave schedules of anticipated leave dates for their employees before beginning of a Financial Year in order to allow proper planning.
- 8.3.3 Annual leave for a newly appointed employee will be calculated on pro-rata basis only for the year of his appointment.

- 8.3.4 All pensionable employees irrespective of their grades shall be entitled to annual leave as provided for in their terms of service excluding Saturdays, Sundays and Public Holidays. However, employees on contract shall be entitled to annual leave in accordance with their contracts.
- 8.3.5 An employee shall be required to proceed for annual leave only after it has been duly approved. An application for annual leave shall be submitted at least fourteen (14) days before the expected date of commencement for consideration.
- 8.3.6 An employee, who has accumulated leave days and has given notification to leave service other than retirement, shall not be eligible for annual leave if he is not returning for further service for at least three (3) months.
- 8.3.7 Request for leave must be made using the prescribed leave application form which must be duly filled and a copy maintained in the employee's personal file.
- 8.3.8 Annual leave is not cumulative; hence leave earned shall be taken within the leave year it falls due or be forfeited. However, an employee may, if he so wishes, carry forward from one leave year to another not more than half (1/2) of his annual leave entitlement upon approval by the Vice Chancellor.
- 8.3.9 The Head of Department and the employee should organize distribution of work or appoint a person to perform the employee's duties for the period he will be away. There should be adequate arrangements for an effective hand-over of duties to ensure smooth continuity of work during the employee's absence.
- 8.3.10 Academic staff shall normally take their leave when students are on recess.
- 8.3.11 An employee wishing to spend his leave outside the country will seek the approval of the Vice Chancellor.
- 8.3.12 An employee on leave shall not engage in activities that bring a conflict of interest with the core mandate of the University.
- 8.3.13 An employee stationed in a designated hardship area may avail himself for his annual leave in two portions. Each portion should be taken once every period of six (6) months, i.e. from 1st June to 31st December and from 1st January to 30th June.
- 8.3.14 An employee stationed in a hardship area not less than half of his leave entitlement once every period of six months, will be granted in addition to his leave travelling time of two (2) days each way and normal leave travelling privileges in terms of this Manual. This clause will also apply to employees of Universities situated in gazetted hardship areas.

8.4 Maternity Leave

- 8.4.1 A female employee who is required to be absent from duty on account of confinement shall be granted maternity leave with full salary for a maximum period of ninety (90) calendar days exclusive of annual leave due for the year.
- 8.4.2 An application for maternity leave shall be submitted in the prescribed form and duly filled at least thirty (30) days before the expected date of commencement of the maternity leave. This leave should be supported by a medical certificate indicating the date on which maternity leave should commence.
- 8.4.3 No female employee shall forfeit her annual leave entitlement on account of having taken maternity leave.
- 8.4.4 On expiry of maternity leave, the employee will have the right to return to the job which she held immediately prior to her maternity leave or to a reasonably suitable job on terms and conditions not less favorable than those which would have applied had she not been on maternity leave.

8.5 Child Adoption Leave

- 8.5.1 Where pursuant to Section 157 of the Children's Act, Cap 141 a child is to be placed in the continuous care and control of an employee, the employee, shall be entitled to one (1) month pre-adoptive leave with full pay from the date of placement of the child.
- 8.5.2 An employee eligible for the pre-adoptive leave shall notify the employer in writing of the intention of the adoption society to place the child in their custody at least fourteen days before the placement of the child.
- 8.5.3 The notice shall be accompanied by documentation evidencing the intention of the adoption society to place the child in the custody of the employee including a custody agreement between the employee and the adoption society and an exit certificate.
- 8.5.4 An employee, who has been granted adoption rights under the Children Act, and wishes to take leave for purposes of bonding and integrating the child into the family, will be entitled to Child Adoption Leave.
- 8.5.5 An employee/staff is entitled to adoption leave with full pay upon production of supporting legal documents. The leave shall be granted as follows:
- a) Not more than three (3) years of age, an employee shall be entitled to three (3) months' adoptive leave with full pay;
 - b) Above three (3) years of age but below twelve (12) years of age, the employee shall be entitled to two (2) months' adoptive leave with full pay; and

- c) Above twelve (12) years of age, the employee shall be entitled to one month's adoptive leave with full pay.

8.5.6 The child adoption leave will commence once the employee produces an adoption order.

8.5.7 An employee on adoption leave shall not forfeit his /her annual leave.

8.5.8 The spouse of an employee is entitled to leave of up to a maximum of two (2) calendar weeks whenever he/she and/or his/her spouse adopt a child.

8.6 Paternity Leave

8.6.1 A male employee shall be entitled to two weeks paternity leave with full pay.

8.6.2 An employee with more than one wife will be entitled to paternity leave only in respect of the wife registered in the University's medical scheme. Such leave shall be taken not more than once per year.

8.6.3 Application for paternity leave should be supported by a certificate of notification of birth.

8.6.4 Paternity leave shall not be deferred neither shall it be commuted for cash nor shall the employee qualify for payment of leave allowance.

8.7 Sick/Convalescent Leave

8.7.1 Sick leave is the approved absence of an employee from duty on account of illness and includes weekends and public holidays.

8.7.2 A medical certificate signed by a medical officer must be produced in every case of absence on account of illness and submitted to the Head of Human Resource within two (2) days of absence.

8.7.3 An employee may be granted sick leave subject to the maximum period indicated below:

- a) All employees on pensionable or contract terms of service will be granted up to six months leave on full salary followed by six months on half salary and thereafter the employee will not be eligible for salary. However, the employee shall be entitled to housing allowance and medical benefit.
- b) An employee on sick leave as a result of an accident or occupational disease will be entitled to full salary as per the Work Injury Benefits Act. The employee will however, be subject to assessment by the Medical Board to determine his fitness for further service.
- c) If the employee is unable to resume duty within the second six months of sick leave, the Vice Chancellor will refer the case to the Director of Medical

Services to convene a Medical Board with a view to determining whether or not there are reasonable prospects of eventual recovery and fitness for duty.

- d) On the expiry of the twelve months, the employee shall not be reinstated in the payroll until his case is determined as provided in paragraph c above.

8.7.4 Where an employee is found to be unfit for service by the Medical Board, the case shall be referred to the Council for retirement on medical grounds.

8.7.5 Sick leave may be authorized by a registered medical practitioner for up to a maximum of twenty-one (21) days. Should it be necessary to allow absence from duty in excess of this period, the medical practitioner shall provide reasons.

8.7.6 In the event of illness occurring while an employee is on annual leave or any other form of leave, the period of absence will continue to be regarded as the original leave for the full period of the illness, but if the illness extends beyond the expiry of leave being taken, sick leave will be granted, if necessary, from the end of the leave period.

8.7.7 Employees may be granted time off after a period of sickness upon recommendation of a qualified medical practitioner for recuperating purposes.

8.7.8 Sick leave will not be carried forward from one financial year to another.

8.8 Compassionate Leave

8.8.1 An employee who has exhausted his annual leave entitlement may be granted compassionate leave up to ten (10) working days in a leave year on compassionate grounds upon the death of an immediate member of the family (father, mother, sibling, husband, wife and children). The affected employee must notify the Head of Human Resource immediately a death of a family member occurs.

8.8.2 The ten (10) days will not be recovered from the employee's annual leave

8.9 Leave for Sportsmen/Women

8.9.1 An The Vice Chancellor may grant an employee, who is selected to represent Kenya in national, regional or international fixtures, special leave with full pay for the necessary period of training and subsequent participation in sports.

8.9.2 The leave shall be granted in consultation with the Principal Secretary in the State Department responsible for sports.

8.9.3 This special leave shall not be counted against the employee's annual leave entitlement.

8.10 Leave for Special Purposes

8.10.1 The Vice Chancellor may grant special leave to employees who are called upon to perform special duties outside their duties at the University as per the prevailing terms of service.

8.10.2 The special leave will not be counted against annual leave entitlement and will be authorized by the Vice Chancellor.

8.11 Festival Holidays

8.11.1 On occasions 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 service. An application for leave on such an occasion should be addressed to the Head of Department and reported to the Head of Human Resource in advance of the date on which any particular religious' festival is celebrated.

8.12 Unpaid Leave

8.12.1 An employee may be granted unpaid leave for a period not exceeding six months which may extended only once for a period not exceeding six months for the purpose of attending to urgent private affairs of exceptional nature.

8.12.2 For an employee to qualify for unpaid leave, he will be required to have served for at least one (1) year.

8.12.3 Unpaid leave will not be considered for incremental earning.

8.12.4 An employee on unpaid leave shall continue to discharge his liabilities to the University in respect of any financial advances during the period of absence through his own arrangements.

8.12.5 Unpaid leave in excess of three (3) months shall be referred to the Council.

8.13 Leave of Absence

8.13.1 Leave An employee may be granted leave of absence for a period not exceeding three (3) years which may be extended only once for a period not exceeding three (3) years.

8.13.2 For an employee to qualify for unpaid leave, he will be required to have served for at least one (1) year.

8.13.3 Where an employee is appointed on contractual terms to a public body for a period exceeding three (3) years, the Vice Chancellor may grant leave of absence for the duration of the contract.

8.13.4 Leave of absence will be granted to an employee for purposes of taking up contractual appointments within a public body, private corporation or international organization to which the employee cannot be seconded or to

which service cannot be transferred, provided that a member may only be granted leave of absence to a private corporation where the University determines that the experience and expertise gained from the private organization shall be of benefit to the University.

8.13.5 Leave of absence may be granted to a spouse of a foreign Service employee who has been posted outside Kenya during the tour of service of the foreign service officer.

8.13.6 Leave of absence shall not be increment-earning.

8.13.7 The period of leave of absence shall not be pension-earning.

8.13.8 During a leave of absence, the University will not contribute its portion towards an employee's pension under contributory pension scheme. However, a staff member undertaking a leave of absence may continue to voluntarily contribute towards his pension under a contributory pension scheme during the leave of absence.

8.13.9 Upon completion of the period of leave of absence, a staff member shall revert to the terms and conditions of service appropriate to their substantive position and shall not be eligible for another leave of absence within a period of three years from the period of the last leave of absence.

8.14 Sabbatical Leave

8.14.1 This is a period off the normal duty, granted to qualified and deserving staff members, to go for any or a combination of the following: act as visiting lecturer, carry out research, write or publish to enrich the staff academically and for the benefit of the University.

8.14.2 Members of teaching staff at the level of senior lecturer and above serving on permanent and pensionable terms shall be eligible for sabbatical leave on completion of six (6) years of continuous service with the University from the date of appointment or since return from sabbatical or study leave, subject to approval by the Vice Chancellor.

8.14.3 Sabbatical leave shall be granted at the rate of nine (9) months after six (6) years of continuous service.

8.14.4 An employee on sabbatical leave shall be entitled to basic salary, house allowance and any other eligible allowances.

8.14.5 Applications for sabbatical leave shall set out in detail the course of study proposed, the duration of leave requested and the financial assistance sought. Applications shall be sent to the Vice Chancellor.

8.15 Post-Doctoral/Visiting Scholar/ Stay -in- Industry Leave

8.15.1 A member of academic or research staff holding a doctoral degree may be granted post-Doctoral/ visiting Scholar/ Stay in industry Leave to pursue independent research, collaborative research, advanced study, scholarly writing, curriculum development, or other academic activities at a recognized university, research institution, or centre of excellence.

8.15.2 The leave shall be granted where the proposed programme contributes to the strategic objectives of the University and enhances the staff member's professional competence.

8.15.3 The leave may be granted for a period not exceeding one (1) year at a time, subject to approval by the University and production of a formal invitation or acceptance letter from the host institution.

8.15.4 Extensions may be considered upon satisfactory justification and evidence of progress.

8.16 Study Leave

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

8.16.2 For an employee to qualify for study leave, he must fulfil the requirements for training provided in this Manual.

8.16.3 Study leave may be of any duration and on such conditions as the University Management may determine to be specified in the letter granting the study leave and as per the requirements of the programme of the study.

8.16.4 UMB shall have discretion to approve or refuse an application for study leave. Where such leave is not approved, the UMB shall respond in good time.

8.16.5 A member of staff whose request for study leave has not been approved may opt to apply for unpaid leave to pursue his/her course.

8.16.6 Members of staff on study leave will not be entitled to annual leave or payment of leave allowance during the period of study leave.

8.16.7 A member of staff who has completed their course outside the country shall be granted ten (10) working days leave upon return before resumption of duty in the workplace.

8.16.8 A member of staff on study leave outside the country shall be paid 80% of his or her basic salary and house allowance during the study leave.

8.16.9 A member of staff on study leave within the country shall be paid 100% of his or her basic salary and house allowance during the study leave.

8.16.10 Bonding shall be a prerequisite for granting study leave and the bonding period shall be equal to the period of study. The application for study leave shall be to the Vice Chancellor through the Head of Department.

8.16.11 Study leave shall be utilized for the approved purpose, failure to which disciplinary action will be taken.

8.16.12 The employee will be required to comply with the scholarship condition(s) where the studies are sponsored.

8.16.13 An employee shall not proceed for study leave before approval, bonding and formal release.

8.17 Terminal Leave Pending Retirement

8.17.1 An employee who is due for retirement will be entitled in addition to his annual leave thirty (30) calendar days leave pending retirement. This leave must be taken a month preceding retirement or be forfeited. It will neither be commuted for cash nor will the employee qualify for additional leave allowance.

8.17.2 An employee who is due for retirement will be entitled to annual leave which shall be calculated on pro-rata basis.

8.18 Compulsory Leave

8.18.1 The Vice Chancellor may, with the written approval of the Council, send an employee on compulsory leave for a period not exceeding thirty (30) working days in case an investigation is being conducted, where it is feared that the employee may influence or interfere with the investigation.

8.18.2 The Vice Chancellor shall notify, in writing, the employee being sent on compulsory leave of the reasons for the decision and the duration of the compulsory leave.

8.18.3 An employee on compulsory leave shall be entitled to full pay and benefits.

8.18.4 Compulsory leave shall not count as part of an employee's annual leave.

8.19 Public Holiday

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

8.19.2 The following days will be observed as public holidays:

S/No	Event	Date
1.	New Year	1st of January
2.	Good Friday	*
3.	Easter Monday	*
4.	Labour day	1st May
5.	Madaraka day	1st June
6.	Mazingira Day	10th October
7.	Mashujaa Day	20th October
8.	Jamhuri Day	12th December
9.	Christmas Day	25th December
10.	Boxing Day	26th December
11.	Eid-UL-Fitr	*
12.	Eid-UL-Adha	*

* In accordance with the relevant religious calendar

8.19.3 The University will also recognize any other public holiday that may be gazetted from time to time under the Public Holidays Act, Cap. 110 of the Laws of Kenya.

8.19.4 Employees who work on public holidays shall be granted one day off.

8.20 Inability to Proceed on Leave as Scheduled

8.20.1 Whilst every reasonable effort will be made to allow employees to proceed on leave at their desired time, in certain circumstances it may not be possible to grant leave at the time the employee wishes to take it. Where leave cannot be taken during the year at the preferential dates shown by an employee, suitable date will be mutually agreed during which the employee may proceed on leave.

8.21 Recall from Leave

8.21.1 In consultation with the Head of Human Resource, a member of staff may be recalled from annual leave due to exigencies of duty on the following terms:

- Official communication made to the recalled staff on the same and copied to Human Resource department;
- The unutilized leave days shall be credited back to the staff;
- The first two (2) weeks of the leave shall be uninterrupted

SECTION 9: PERFORMANCE MANAGEMENT

9.1 Policy Statement

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

9.2 Performance Management Process

- 9.2.1 Performance Management in the University is achieved through: Strategic Planning; Performance contracting and the Staff Appraisal System.

9.2.2 Strategic Planning

- 9.2.2.1 Strategic planning for achievement of overall long-term goals of the University will be undertaken by the Council.
- 9.2.2.2 The Vice Chancellor shall coordinate the development and review of the strategic plan.
- 9.2.2.3 The strategic plans will form the basis for setting performance targets for the University, and which shall be cascaded to the individual level.

9.2.3 Performance Contracting

- 9.2.3.1 Performance contracts shall be anchored on national development goals with clear linkages with the University's strategic plan. It shall be cascaded to all departments, divisions, sections, levels and all cadres of employees.

- 9.2.3.2 Performance Contracting is a negotiated process in which the University sets its performance targets based on its mandate, functions and its strategic objectives in line with performance contracting guidelines issued from time to time.
- 9.2.3.3 It will be the responsibility of management to link the Performance Contracts with the Performance Appraisal System (PAS) and the Performance Rewards and Sanctions Framework.

9.2.4 Staff Performance Appraisal System

9.2.4.1 Staff Performance Appraisal is a critical component of the human resource management function. It is predicated upon the principal of efficiency and effectiveness in work planning, setting of agreed performance targets/metrics, feedback, reporting and learning. It is linked to other human resource systems and processes such as employee development, career guidelines, placement, rewards and sanctions.

9.2.4.2 The system provides for efficiency and effectiveness in work planning, setting of agreed performance.

9.3 Objectives of Performance/ Productivity Measurement

9.3.1 Staff The overall objective of the appraisal system is to manage and improve performance/productivity of the University by enabling a higher level of staff participation and involvement in efficient/effective planning, delivery and evaluation of work performance/productivity.

9.3.2 The specific objectives are to: -

- a) Link individual performance/productivity targets/metrics with the University strategic objectives and work plan;
- b) Enable supervisors and appraisees to continuously assess work progress;
- c) Assess the learning and development needs of employees on timely basis;
- d) Promote accountability in the University;
- e) Promote communication and encourage continuous feedback between appraisee and supervisor;
- f) Set the basis on which an employee's performance/productivity is monitored and
- g) evaluated as stipulated in the individual work plan;
- h) Improve the quality of work through better planning, ongoing discussions and fair participatory appraisal; and
- i) Provide information for decision-making on administrative and human resource issues such as renewal of contracts, promotions, delegation of duties, training, deployment, reward and sanctions.

9.4 Performance/Productivity Management Process

9.4.1 Performance/Productivity Management is based on the following underlying principles, and the need:

- a) To identify individual/ team objectives and performance/productivity measures linked to the Vision, Mission, Core Values and Strategic Objectives of the University;
 - b) To promote employee career development by creating learning environment and ensuring quality improvement through training, coaching, counseling and mentoring;
 - c) To provide open and honest periodic evaluation of an employee's performance/productivity; and
 - d) To link promotion to the employee's performance/productivity rating.
- 9.4.2 Each employee will have a job description, outlining basic responsibilities. Job descriptions will be written in a simple language that clearly defines the scope and limitations of the job ensuring that:
- a) Upon employment, an employee will be given a job description for appointed position;
 - b) An employee will be required to confirm receipt and attest to having read and understood the job description by signing a copy, which will be placed in his personal file; and
 - c) All job descriptions will be approved by the immediate supervisor and the respective Heads of the various Directorates/Divisions.
- 9.4.3 Job description will contain the following basic information:
- a) Job title;
 - b) Location of job;
 - c) Reporting relationships;
 - d) Major responsibilities; and
 - e) Limits of an employee in the University.
- 9.4.4 The job descriptions are not static and are subject to change from time to time in response to the University's needs and individual employee competencies.
- 9.5 Work Planning and Setting of Performance/ Productivity Targets/Metrics**
- 9.5.1 Work Planning and Setting of Performance/productivity targets/metrics shall be undertaken prior to the beginning of the performance period, where Divisions/ Directorates/Departments shall prepare work plans based on the strategic plan which should indicate priority objectives from which individual performance targets will be derived. Heads of Divisions/Directorates/ Departments will meet with employees under their direct supervision to discuss and ensure that the objectives and performance/productivity targets/metrics of the Divisions/Directorates/Departments are understood.
- 9.5.2 The individual work plans will be derived from the Divisions/Directorates/ Departments Work plans and employee's job description. The work plan will briefly describe the performance/productivity targets/metrics or expected results on specific assignments and activities for which the employee is responsible during the performance/productivity period.

9.5.3 The appraisee will hold discussions with the immediate supervisor to agree on the work plan. The performance/productivity targets/metrics shall thereafter be set as agreed in the discussions by latest 10th July of each year. For each performance/productivity target/metrics to be assessed there will be clear performance indicators.

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

9.6 Values and Competencies Assessment

9.6.1 Achievement of performance/productivity targets/metrics will also depend on possession of certain specific competencies. Besides these competencies, it is important to ensure that results in the University are realized through observance of certain well-defined values and ethics.

9.6.2 The Supervisor shall discuss with the appraisee each competency and value at the beginning of the appraisal period in order to be clear on the relevance of the competencies and values on the performance/productivity of the appraisee.

9.7 Appraisal Period

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

9.8 Continuous Performance/Productivity Appraisal

9.8.1 Performance Performance/ Productivity appraisal is an ongoing process throughout the appraisal period. Milestones over the review period should be documented and maintained in the appraisees personal file.

9.8.2 Employees serving on contract terms will be appraised every Quarter (1/4) during the first year of the contract. If the performance/ Productivity is unsatisfactory, the contract will be terminated in accordance with the contract document.

9.9 Mid-Year Performance/Productivity Review

9.9.1 The main purpose of the mid-year Performance/ Productivity Review is to accord both the supervisor and appraisee the opportunity to jointly review the progress made by the appraisee in accomplishing the assignments agreed on at the beginning of the appraisal period.

9.9.2 The review which should be in the form of discussions, should be centered on what has been achieved, any constraints experienced and whether there is need to vary the initial assignments in order to accommodate any unforeseen circumstances.

9.9.3 Any changes, additions or removal of performance/ Productivity targets/metrics should however only be made in the event that there have been significant changes in the nature of functions carried out by the appraisee and which may necessitate revision of performance targets.

9.9.4 The supervisor should, after discussions with the appraisee at the Mid-Year Performance/ Productivity Review comment on the appraisees performance.

9.9.5 In the event that the supervisor leaves the Division /Directorate/Department, he will be required to appraise the performance /productivity of the appraisee for the period served.

9.10 End of Year Appraisal Process

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

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

9.10.2 In cases where the employee's performance/productivity is below acceptable standards, management will put in place a programme to help the employee improve.

9.10.3 The responsibility to have the evaluations completed in time lies with both the appraiser and appraisee.

9.11 Performance/Productivity Rating Levels

9.11.1 The University shall develop performance/productivity rating guidelines from time to time which shall be the guiding tool for rewards and sanctions.

9.12 Rewards and Sanctions

9.12.1 The overall goal of the Rewards and Sanctions is to establish a basis for rewarding exemplary performance/productivity and administering sanctions for poor performance/productivity, motivate employees to have positive attitude to work

and to enhance productivity. This will also create linkages between University and individual performance.

9.12.2 The University shall on the recommendation of the Employee Performance Management Committee reward excellent performance/productivity and apply the appropriate intervention in accordance with Staff Performance/Productivity Management Policy for the University. The supervisor may however recommend other specific interventions depending on the insight gained during the appraisal.

9.12.3 The Committee will be responsible for the administration of the Staff Performance/Productivity Management Policy. The Committee will also handle cases of appeals after employees have exhausted all review mechanisms.

9.13 Appeals

9.13.1 If an employee disagrees with an evaluation and cannot resolve the disagreement with the supervisor, the employee may appeal to the Vice Chancellor for a review of his initial performance/productivity appraisal.

9.13.2 The appeal must be made in writing and submitted to the Vice Chancellor within ten (10) days of receiving feedback on the initial performance/productivity appraisal. The Performance Management Committee shall review the employee's appraisal.

9.14 Reward and Recognition

9.14.1 The University recognizes the role of reward in performance/productivity improvement. It appreciates that every employee has a direct contribution to make towards the University's strategic objectives. Through this policy, the University shall strive to reward staff on the basis of their performance/productivity on the agreed targets.

9.14.2 The University will ensure that the top performers are recognized, appreciated and rewarded for sustained organizational success.

9.14.3 The rewards and sanctions shall be as set out in the rewards and sanctions framework for the University and will be composed of the following:

- a) Compensation;
- b) Annual bonus;
- c) Incentive;
- d) Awards and/or
- e) Sanctions.

9.14.4 This shall apply to staff serving on pensionable and contractual terms.

9.15 Award of Excellence

- 9.15.1 The University shall encourage all staff to embrace a performance-oriented culture. In this respect, it shall ensure that staff members who demonstrate exceptional performance are recognized, appreciated and rewarded.
- 9.15.2 Each year, the University shall recognize excellence in various categories. The awards shall be given to staff who have made outstanding contributions to the betterment of the University. These awards contribute to the ability of the University to attract and retain a talented work force; and for the improvement of our service delivery to our clients.
- 9.15.3 There will be an awards Committee appointed by the Vice Chancellor.
- 9.15.4 The Committee will be responsible for developing criteria, evaluating, selecting nominees and presenting the winners for recognition/reward.
- 9.15.5 The Chairperson of the Committee shall invite the employees to nominate candidates for each award category.
- 9.15.6 The Awards Committee shall review all nominations and shortlist five finalists in each category. The committee can request for any other relevant information from the Heads of Departments and/or the HR.
- 9.15.7 Each award has a unique eligibility criterion which shall be communicated by the Chair of the Committee. One award recipient shall be selected for each category each year. A member of staff shall not receive the same award more than once. No person shall receive two awards in the same year.
- 9.15.8 Generally, the awards will be in the following categories:
- a) Employee of the year nominations (Award of Excellence & Performance targets-based reward);
 - b) Best Researcher (s)
 - c) Best Lecturer (s);
 - d) Best employee in Customer Service;
 - e) Best employee in Team work;
 - f) Best employee in Innovation (creative and innovative idea);
 - g) Outstanding Community outreach initiative;
 - h) Any other as management may introduce from time to time.

9.16 Employee of the year nominations

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

9.17 Customer Service

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

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

9.18 Team work

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

9.19 Best Innovations

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

9.20 Employee Performance/Productivity Management Committee

9.20.1 The Vice Chancellor will constitute an Employee Performance/Productivity Management Committee whose responsibility shall be to monitor and evaluate employee performance/productivity in the University.

9.20.2 The composition of the Employee Performance/Productivity Management Committee shall be as follows:

- a) Deputy Vice Chancellor responsible for Administration to Chair
- b) Head responsible for Human Resource – Secretary;
- c) Relevant Deans of Faculties, Directors of Institutes/Campuses;
- d) Directors;
- e) Heads of Department; and
- f) Head of Performance contracting.

9.20.3 The role of the Employee Performance/Productivity Management Committee shall be as follows: -

- a) Ensure that the integrity and credibility of the overall staff performance/productivity appraisal is safeguarded;
- b) Ensure that the appraisal process is adequately linked to University Strategic Plan, performance contract, Divisions/Directorates/Departments objectives and work-plans;
- c) Moderate and validate the rewards/sanctions implied by the assessment and make recommendations to the Vice Chancellor;

- d) Propose measures to improve the staff performance/productivity appraisal process;
- e) Ensure that performance/productivity of all employees is evaluated and feedback relayed to the employees in writing at the end of the appraisal period;
- f) Arbitrate in cases of disagreement on appraisal ratings between supervisors and appraisees;
- g) Implement the internal monitoring and evaluation framework;
- h) Hold quarterly performance/productivity review meetings; and
- i) Compile annual performance/productivity appraisal reports.

9.21 Employee Performance/Productivity Committee Recommendations

9.21.1 The Vice Chancellor shall, on the recommendation of the Employee Performance/Productivity Management Committee and approval of the Council and the Government reward excellent performance and apply the appropriate intervention in accordance with the Rewards and Sanction Framework.

9.21.2 The supervisor may however, recommend other specific interventions depending on the insight gained during the appraisal.

9.21.3 The performance/productivity appraisal report shall form the basis for placement, promotion, separation and mobility of employee within the University.

9.22 Performance Improvement Programme (PIP)

9.22.1 The performance improvement plan defines areas of concern, gaps and expectations in work performance and provide for an opportunity to demonstrate improvement and commitment.

9.22.2 Procedure of placing an employee on a Performance Improvement Plan in Section of this manual will be followed.

9.22.3 Concerns/Gaps identified during the mid-year review will be discussed with the employee.

9.22.4 If no improvement is noted during the end year evaluation, the employee will be placed on a performance improvement plan.

9.23 Timeline for Improvement, Consequences & Expectations

9.23.1 The Performance Improvement Plan (PIP) period will be six (6) months.

9.23.2 During the time of PIP an employee will be expected to make regular progress on the plan.

9.23.3 Failure to adhere to the plan will result in disciplinary action.

9.23.4 If significant improvement is noted within two (2) months after placement on PIP, the PIP programme will be terminated for the employee.

9.23.5 Failure to maintain performance expectations after the completion of the PIP may result in additional disciplinary action up to and including termination.

9.23.6 The contents of this PIP are to remain confidential. Should the employee have questions or concerns regarding the content, the employee will be expected to follow up directly with the supervisor.

9.23.7 The PIP does not alter the employment terms and conditions of service.

9.24 Selection of Awardees

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

9.24.2 The Head of Human Resource will ensure the nominations are submitted at least three (3) months before the annual staff Awards ceremony.

9.25 Types of Rewards

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

- a) A trophy;
- b) A certificate signed by Vice Chancellor;
- c) A photo displayed prominently;
- d) Cash Reward;
- e) An appreciation letter;
- f) Paid holiday; and
- g) Recommendation to the National Awards Scheme.

9.25.2 The reward/recognition shall be determined by the Vice Chancellor in consultation with the University Council from time to time.

9.26 Staff Long Serving Bonus Award

9.26.1 The University may from time to time subject to availability of funds reward employees who have served the University for a continuous period exceeding twenty (20) years with a Bonus Award.

SECTION 10: TRAINING AND DEVELOPMENT

10.1 Policy Statement

- 10.1.1 Whilst the University will recruit competent personnel, it shall endeavour to continuously upgrade employees' core competencies, knowledge, skills and attitudes including their ability to assimilate technology to enable them create and seize opportunities for social advancement, economic growth, individual fulfilment and for overall improved performance of the University. The University will make adequate budgetary provisions for training and development.
- 10.1.2 The University therefore recognizes the need for training and development of all employees in order to ensure effective delivery of its broad mandate. It shall therefore offer training opportunities to all its employees in order to improve their work performance and personal development.
- 10.1.3 Training and development of employees will be directed towards the achievement of the following objectives:
- a) Enhancement of the organizational performance by helping all employees to improve on their efficiency and effectiveness;
 - b) Assisting each employee to gain competences and skills in preparation for more responsible positions and to help each employee prepare for changes as the University develops to meet changing and emerging needs;
 - c) Ensure availability of sufficient trained human resource-base to meet the University's future requirements by identifying those requirements and providing appropriate training and development opportunities for targeted employees; and
 - d) Inculcating the desired work ethics, values and corporate culture.
- 10.1.4 All training must be based on identified training needs. Members of staff should have at least five (5) days training in a year subject to availability of funds while newly recruited or transferred employees must be inducted within two (2) weeks of the transfer date or joining the University.
- 10.1.5 An employee who has been on training will be eligible for his normal annual leave only for the year he resumes duty in addition to the leave days officially carried forward before proceeding on training.
- 10.1.6 Supervisors will assess the impact of the training by employees during annual appraisal.

10.2 Training Strategy

- 10.2.1 Any training provided by the University will be based on systematic analysis of its contribution to the effectiveness of the University. Training needs will therefore be assessed at three levels:

- a) At the Management level;
 - b) At the relevant Division/Directorate/Section functional level; and
 - c) At the Individual level.
- 10.2.2 To this end, the University will draw up and maintain an Annual Training Plan that will address these levels. The following factors will be taken into account when planning training programs:
- a) Objectives of the training;
 - b) Content of training;
 - c) Costs involved (vis-à-vis the cost of not training);
 - d) Likely benefits and how they can be evaluated;
 - e) Training methods available and their appropriateness;
 - f) The location and timing of any training program; and
 - g) The training provider.
- 10.2.3 The University's training strategy will ensure competent manpower for long range career development and succession planning within the University.

10.3 Management and Co-ordination of Training

- 10.3.1 The management and coordination of training shall be the responsibility of the Human Resource Management Advisory Committee.
- 10.3.2 The Committee shall be responsible for the following: -
- a) Analysis of training needs;
 - b) Developing a training budget;
 - c) Consideration and prioritization of training projections;
 - d) Consideration and approval of training plans and employee development strategies;
 - e) Identification of employee training programmes including group training;
 - f) Assessment of available scholarship awards;
 - g) Ensuring optimal utilization of training resources;
 - h) Oversee the development of training plans.
 - i) Identify and/or design and organize suitable courses for the employees;
 - j) Offer appropriate support for the trainees.
 - k) Undertake performance evaluation of the employee after training.
 - l) Devise, organize, run, monitor and evaluate the effectiveness of the training programme.
 - m) Deliberate on individual and group training and make recommendations for approval.
 - n) Ensure implementation of equal opportunity policy on training.
 - o) Utilize cost-effective resources and ensure that the training courses are relevant
 - p) Initiate and monitor training activities within and between Schools/Sections and collaboration on activities where appropriate.
 - q) Provide information to staff on the opportunities for staff development and training both internally and externally.
 - r) Liaise with other training and development organizations.

- s) Supervise all staff training and development activities.
- t) Liaise with other heads of sections and relevant Committees within the University; and
- u) Preparation of annual report on training activities carried out.

10.3.3 The HRMAC shall hold their meetings on quarterly basis and at least four times in a year. The main meeting shall be in the first quarter of the financial year which shall be the planning meeting. It is this meeting that the annual training allocations shall be done.

10.4 Training Needs Assessment

10.4.1 Training Needs Assessment is a performance audit that generates and provides information to assess the inadequacy of knowledge and skills which inhibits an organization from attaining its objectives.

10.4.2 Training activities undertaken by the University employees shall be based on Training Needs Assessment which shall be conducted after every three (3) years.

10.5 Training Projections

10.5.1 Departments are required to prepare training projections based on Training Needs Assessment to guide in the nomination of employees for training.

10.5.2 Selection of trainees for training programmes will be based on identified needs and will emphasize on training for performance improvement to address individual, the University and national goals

10.6 Guidelines for Selecting/Recommending an Employee for a Course

10.6.1 Each Department will prioritize the projections and forward them to the Training Committee for consideration.

10.6.2 The training projection priority list should take into consideration the following among other factors:

- a) Critical skills development required for improved service delivery;
- b) Promotion and career development requirements as per respective Career Guidelines;
- c) Regional balance;
- d) Age of employee depending on the sponsor and course requirements;
- e) Confirmation in appointment;
- f) Length of service;
- g) Gender equity;
- h) Seniority;
- i) Performance as reflected in the appraisal; and
- j) Cost of the training.

- 10.6.3 Focus should be projected on courses that are relevant to employees' duties and responsibilities and that are geared towards bridging the employee's performance gaps and enhancing career development.
- 10.6.4 Courses which are not available locally may be considered for sponsorship outside the country.
- 10.6.5 Emphasis should be given to group trainings which are geared towards improved service delivery in the University, achievement of the University mandate and attainment of national development goals.

10.7 Training Programmes

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

10.8 Induction

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

10.9 Eligibility for Training

- 10.9.1 Employees at all levels will be eligible for at least five (5) days training in a financial year subject to availability of funds.
- 10.9.2 An employee who attends a long-term course lasting six (6) months and above will be required to work for two (2) years before he can qualify for selection for another long course.
- 10.9.3 Under normal circumstances, new employees will be required to serve for a minimum of two (2) uninterrupted years before being eligible for study leave.
- 10.9.4 Employees on probation will not be eligible for long courses lasting more than six (6) Weeks.

10.10 Eligibility for Sponsorship for Long Term Courses

10.10.1 Long term courses are those which are scheduled for a period of six (6) months or more. Eligibility for sponsorship for such courses by the University will depend on the following:

- a) Sponsorship offered to employees with at least two (2) years continuous service with the University prior to the date on which the intended course of study begins;
- b) Demonstration of aptitude to successfully pursue the programmes applied for; and
- c) Support by the respective supervisor on relevance of the desired training.

10.11 Eligibility for Short Term Courses

10.11.1 Short term courses are those scheduled for a period of less than six (6) months.

10.11.2 The University will ensure continuous learning for staff by offering short job-related group or individual courses to enhance employees' skills for effective and efficient execution of University's mandate.

10.11.3 Eligibility for sponsorship by the University will depend on the following: -

- a) Demand-driven training determined through the annual training needs assessment;
- b) Recommendation of individual training by the respective Head of Department; and
- c) Recommendation by the Training Committee to the Vice Chancellor for approval.

10.12 Self-Sponsored Courses

10.12.1 Employees undertaking part-time self-sponsored courses will be exempted from paying 10% training levy.

10.12.2 In cases where an employee had proceeded on a self-sponsored course approved by the Vice Chancellor and while attending the course the employee manages to secure funding from the University, he will be required to pay 10% training levy for the specific duration of the sponsorship. However, sponsorship will not cover any outstanding fees prior to the scholarship.

10.12.3 An employee attending an approved course which has an examinable component may be granted examination leave to sit for main examination. Such a request shall be accompanied by an official time table issued by the examining body or institution.

10.13 Course Approval

10.13.1 The Vice Chancellor shall grant course approval for employees proceeding on authorized training in accordance with University regulations. Employees shall obtain course approval before commencement of training.

10.13.2 The University shall encourage employees to pursue training courses in local institutions. However, where preferred courses are not offered locally, the University may consider approving pursuance of such courses outside the country subject to availability of funds.

10.14 Progress Reports

10.14.1 All members of staff shall be expected to provide official performance reports to their Heads of Department by the end of each school term or by the end of the course whichever is earlier. The University shall not release the next instalment unless such a report is satisfactory.

10.14.2 A Training Evaluation Report shall be carried out at the end of the training.

10.15 In-House Training Programmes

10.15.1 The Head of Human Resource in conjunction with Heads of Department will design specific in-house training programmes as a method of developing training interventions which address identified training needs. In addition, training can be provided under institutional training both locally and abroad.

10.15.2 In designing training programmes, the Head of Human Resource should ascertain the availability of:

- a) Professional, qualified and experienced trainers;
- b) Training programmes that are cost-effective;
- c) An effective evaluation and feedback system to assess the impact of training on performance; and
- d) Selection of trainees for all training programmes will be based on identified needs with emphasis on training for performance improvement that addresses national, organizational and individual goals.

10.16 Undergraduate Training

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

10.17 Masters programmes

10.17.1 The University may support and approve training at master's level for employees requiring the skills at this level for performance and career progression as prescribed in the respective career progression guidelines and as provided for in the Staff Training and Development Policy. However, the University shall not support employees for second master's degrees.

- 10.17.2 Employees intending to pursue such courses shall be required to channel their requests to the Chairperson of the HRMAC through their Heads of Department prior to the course commencement date.
- 10.17.3 The University shall encourage employees to pursue training courses in local institutions. However, where preferred courses are not offered locally, the University may consider approving pursuance of such courses outside the country subject to availability of funds.
- 10.17.4 For an employee to be eligible for sponsorship they must have served a minimum of three (3) years' continuous service in the University.

10.18 PhD Programmes

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

10.19 Post-Doctoral Studies

- 10.19.1 All PhD holders shall be encouraged to undertake postdoctoral studies to enhance their research and competence in their respective discipline.
- 10.19.2 Post-Doctoral training for more than six months shall be entitled to study leave.
- 10.19.3 An employee's application to undertake post-doctoral training may be considered for approval on condition that the area of study is relevant to their duties, has completed two (2) years' service since the last long course undertaken.
- 10.19.4 Where an employee had been granted study leave to undertake their Doctoral Studies, he will be required to have completed the bonding period before approval can be granted.

10.20 Split/Sandwich Scholarships/Staff Exchange Programmes

- 10.20.1 The Split / Sandwich Scholarships/Staff Exchange Programmes for training shall be subject to the dual agreements or contracts under which the scholarships were obtained or as per conditions of the exchange programme.

10.21 Job Rotation, Coaching and Mentoring

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

10.22 Workshops, Conference and Seminars

- 10.22.1 Employees attending conferences, seminars, workshops and study tours, whether locally or abroad, usually of up to four (4) weeks duration, shall be regarded as traveling on duty and shall receive appropriate allowances subject to availability of funds and in accordance with prevailing Government guidelines.
- 10.22.2 Universities shall develop and roll out pedagogical training programme for teaching members of staff.

10.23 Conditions Applicable to Employees on Training

- 10.23.1 An employee attending a training course will be deemed to be on duty and all regulations pertaining to his employment will be applicable.
- 10.23.2 Provided that progress reports of his study and conduct are satisfactory, an employee will be considered for promotion as and when suitable vacancies occur subject to competition and/or the provisions of the respective Career Guidelines.
- 10.23.3 An employee travelling to attend a course will be deemed to be on duty and will be reimbursed any travelling and subsistence expenses incurred where applicable.
- 10.23.4 An employee will be eligible for house allowance and medical allowance during period of the course.

10.24 Provision for Annual Leave while on training

- 10.24.1 Attendance of short-term course which has no provision for vacations will count as if an employee will be on duty for the purpose of his eligibility for leave. An employee who has been on training shall be eligible for his annual leave only for the year he resumes duty in addition to any leave days carried forward before proceeding on leave.

10.24.2 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 he is entitled to a minimum of one (1) month vacation in a year.

10.24.3 Such an employee will not be eligible for any additional leave in respect of the period of the course. He/she will however, be eligible for any days carried forward before proceeding on training.

10.24.4 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.

10.24.5 The employee shall resume duty immediately upon the completion of the course or the expiry of the period of training.

10.25 General Provisions on Training

10.25.1 Members of staff sponsored by the University may be required to share the cost of the course to be undertaken at such a ratio as may be determined by the HRMAC and the Government.

10.26 Resumption of Duty

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

10.27 Training Reports

10.27.1 All employees sponsored for training will be required to submit a report on the training attended.

10.27.2 Where the employee is on a long-term training, he will be required to submit an annual progress report.

10.27.3 The Reports shall be submitted to the Vice Chancellor within two (2) weeks from the date an employee reports for duty from the training.

10.27.4 Special attention should be given as to how the skills acquired can be shared with other employees in order to maximize the impact of the training.

10.28 Refund of Training Expenses

10.28.1 An employee sponsored for training may be called upon to refund any sum of money expended on him in case of the following: -

- a) If through own acts of omission or University, unsatisfactory conduct and indiscipline, the employee displays unsatisfactory progress and is consequently discontinued from the course.

- b) If he fails to resume duty at the expiry of the course without reasonable explanation.

10.29 Training Bond

10.29.1 Employees proceeding on approved courses of training locally or abroad lasting six (6) months and above shall be bonded to enable the University to benefit adequately from its investment in training.

10.29.2 Trainees shall, using the prescribed forms, enter into a written agreement binding them to return to the service of the University upon completion of the study.

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

Training Period	Bond Period
6 months -1 year	1 year
Above 1-2 years	2 years
Above 2-3 years	3 years
Above 3 years	As per the duration of the course but not exceeding five (5) years

10.29.4 The amount of bond 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.

10.29.5 In case of default, the bondee and/or surety will be required to redeem the bond amount together with interest thereon on pro-rata basis. The interest will be as may be determined by Government regulations from time to time.

10.29.6 Where the University considers the value/cost of a course lasting less than six (6) months to be high and constraining the University's training budget, the employees will be bonded for a minimum period of one year but not exceeding five (5) years.

10.29.7 Details on the administration and implementation of the training bond are contained in the Public Service Training Bond Guidelines.

10.30 Skills Inventory

10.30.1 The Head of Human Resource will be expected to develop, update and maintain a skills inventory for all employees for purposes of identifying the available, and the required skills. The inventory will guide the training, recruitment and succession management decisions.

10.30.2 All employees will be required to submit all their professional and academic certificates for record.

10.31 Subscription to Professional Bodies

10.31.1 Payment may be considered where there is legal requirement that the officer responsible for signing university documents be in good standing with the respective professional body subject availability of funds.

10.32 Funding for Training Programmes

10.32.1 Sources of Funding

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

10.32.2 Donor Funded Courses

- a) Where a training award/scholarship for a course organized under bilateral/multilateral arrangements caters for only tuition and accommodation but does not include meals, out of pocket and stipend, the employee will be eligible for 25% of the living allowance applicable to the designated country.
- b) Where a medical insurance cover is not provided under a Technical Cooperation Training Award, the University will meet the cost of the medical insurance cover for the employee subject to the availability of funds.

10.33 Training Levy

10.33.1 Employees undertaking full time courses on scholarships and lasting more than three (3) months and above in local training institutions will be required to contribute to the cost of their training at the rate of ten percent (10%) of their basic salary per month for the duration of the course.

10.33.2 Employees attending full time courses on scholarships and lasting more than six (6) months in institutions outside the country will contribute at the rate of twenty percent (20%) of their basic salary per month for the duration of the course.

10.33.3 This shall apply for all courses sponsored either by the University or by Development Partners through bilateral and multilateral arrangements.

10.33.4 The 10% and 20% deductions shall be retained by the University as training levy for its Staff Development Fund.

10.33.5 Employees undertaking part-time or full-time self-sponsored courses are however, exempted from paying the training levy.

10.34 Monitoring, Evaluation and Feedback

10.34.1 The University will carry out a cost benefit analysis to determine benefits accruing from its investments of time and money in the training and development of its employees. This is in order to assess achievement and improve future effectiveness.

10.34.2 Information on training and development activity will be reviewed annually. The review will include consideration of:

- a) Average training and development investment per employee;
- b) Cash investment in training and development as a percentage of employee cost; and
- c) Training and development hours per person per annum.

10.34.3 The University shall put in place systems to assess the extent to which training objectives have been achieved, the quality of training offered, its cost effectiveness and ultimately the impact on the performance of the employee.

10.34.4 Employees returning from training shall, within one (1) month, submit a written report on the suitability of the institution of study, relevance of course, coverage and quality of trainers.

10.34.5 Employee's supervisor shall be responsible for monitoring and evaluating the impact of training programmes on job performance, at both individual and organizational levels. This process will assist in determining future training needs for both the individual and the University.

10.34.6 Trained employees shall apply the knowledge and skills gained and translate them into impactful outcomes through sharing and interacting with colleagues.

10.34.7 Those attending Masters and doctorate programmes shall submit a copy of the thesis/dissertation/project reports to the School of Graduate Studies.

SECTION 11: CODE OF CONDUCT AND ETHICS

11.1 Policy Statement

- 11.1.1 The purpose of this Code of Conduct is to socialize and promote the culture of ethical values in the practice and realization of UNIVERSITY NAME's Vision, Mission, Mandate and Core Values. It is intended to guide the conduct of all employees of UNIVERSITY ABBREVIATION in their day-to-day activities.
- 11.1.2 The Code contains general rules to be observed by employees of UNIVERSITY ABBREVIATION so as to maintain integrity and loyalty to the Government of Kenya and also to uphold the dignity of the public office to which one has been appointed.
- 11.1.3 Each employee of the University occupies a special position within the University and should ensure that his/her conduct in public and in private does not bring UNIVERSITY ABBREVIATION to disrepute.
- 11.1.4 Employees are required to conduct their activities with honesty and integrity, and in accordance with moral, ethical and legal standards as provided for in Chapter Six of the Constitution on Leadership and Integrity, Articles 10 and 232; Leadership and Integrity Act, Conflict of Interest Act, Anti-Corruption and Economic Crimes Act, Labour Relations Act; Employment Act any other enabling Act, UNIVERSITY ABBREVIATION Charter 20....., UNIVERSITY ABBREVIATION Statutes and regulations issued by the University in consultation with the Government from time to time.
- 11.1.5 Employees are required to adhere to their respective professional codes of conduct. It is imperative that an employee adheres to these rules of conduct, and such other rules which may be introduced from time to time.
- 11.1.6 All employees shall be required to sign the code of conduct upon employment and they will be bound by any amendments to the code of conduct and ethics.
- 11.1.7 An employee's actions under this Policy are significant indications of the individual's judgment and competence. Accordingly, those actions constitute an important element in the evaluation of the employee for position assignments and promotion. Correspondingly, insensitivity to or disregard of the principles of this Policy will be grounds for appropriate management disciplinary action.

11.2 Policy Purpose

- 11.2.1 The purpose of this Employee Code of Conduct and Ethics is to provide a clear framework of acceptable behavior, values, and standards that guide staff in carrying out their duties with professionalism, integrity, and accountability.

11.3 Objectives

11.3.1 The University's objective in establishing this Code of Conduct and Ethics is to provide a clear framework within which employees of the University are expected to conduct themselves. This Code specifically seeks to: -

- a) Increase employee satisfaction, trust and self-identification with the University.
- b) Increase the organizational resilience, and improve the functionality, efficiency and performance of employee through preventing ambiguity and creating clear behavioral codes.
- c) Increase accountability, transparency and good governance in service delivery thus continually contributing to the University's image, boosting public confidence and protect the integrity of the University.
- d) Establish a moral foundation of values that raise the level of awareness of ethical standards required of all employees to improve their decision-making process and also to reflect in personal behavior and standards of conduct.
- e) Ensure discipline, commitment, honesty, objectivity and impartiality in decision making and in the execution of the University's duties.
- f) Provide mechanisms for consensus building on ethical issues, registration and management of gifts and conflicts of interest, decision making, and ethical dialogue.
- g) Provide a framework and mechanisms for reporting of misconduct, whistle blowing and investigation procedures, processing of disciplinary matters arising from breach of this code and enforcement and sanctions for breach of the code or other Policies of the University.

11.4 Scope

11.4.1 The Code of Conduct and Ethics applies to the University's employees, under all terms of service and in all duty stations of the University.

11.4.2 In the event of any inconsistency between the provisions of this Code, the Conflict-of-Interest Act or the Leadership and Integrity Act shall apply as the case may be.

11.5 Office Hours

11.5.1 An employer shall regulate the working hours of each employee in accordance with the provisions of the Employment Act and any other written law.

11.5.2 An employee shall be entitled to at least one rest day in every period of seven days.

11.5.3 Unless expressly provided in an employee's terms and conditions of service, all employees shall be required to work for a total of 40 hours per week.

11.5.4 Academic staff shall be required to adhere to the workload provisions determined by Council from time to time.

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

11.5.6 The University shall adopt a shift/coverage-based operating hours' system in the necessary departments and staff who work beyond the stipulated forty (40) hours in a week will be compensated through grant of off duty.

11.5.7 Flex-time is a flexible hour's schedule that allows employees to alter workday start and finish times. The University shall, from time to time and as need arises advice on the matter in writing.

11.5.8 Employees working remotely should adhere to the schedule of work hours as per the remote working policy in this manual.

11.5.9 For effective running of the University, the employees shall observe punctuality and regular work attendance.

11.5.10 In case an employee is not in a position to report to work in the morning or is delayed, the head of the respective Department should be notified before, as close to the regular starting time as possible. This should not be later than 12.00pm after which the employee will be considered absent.

11.6 Core Values and Guiding Principles

11.6.1 All The employees of the University shall be guided by the national values and principles of governance in Article 10 and 232 of the Constitution; provisions of Chapter 6 of the Constitution on Leadership and Integrity; Part II of the Leadership and Integrity Act as well as the Conflict-of-Interest Act.

11.6.2 The employees of the University shall aspire to uphold the national values and principles of governance being:

- a) Patriotism, national unity, the rule of law, democracy and participation of the people;
- b) Human dignity, equity, social justice, inclusiveness, equality, human rights, non-discrimination and protection of the marginalized;
- c) Good governance, integrity, transparency and accountability; and
- d) Sustainable development

11.7 Rule of Law

11.7.1 It shall be the duty of all members of the University to carry out their duties in accordance with the rule of law.

11.8 Public Trust

11.8.1 11A public Office, as a position of trust and responsibility vested in a public employee shall be exercised in the best interest of the Country.

11.9 Performance of Duties

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

11.10 Professionalism and Integrity

11.10.1 Employees shall carry out their duties professionally and treat fellow employees of the University, students and members of the public with consideration and respect. They shall also act in a manner that maintains public confidence in the integrity of the office they hold.

11.10.2 Employees shall strictly adhere to the terms of their employment contract. Any breach of the employment contract shall lead to appropriate disciplinary action.

11.10.3 An employee must seek to improve the standards of performance and level of professionalism to the extent appropriate to his/her office.

11.10.4 An employee shall observe and subscribe to the ethical and professional requirements of the professional body of which he/she is a member in so far as those requirements do not contravene the Constitution, the Leadership and Integrity Act and to this Code.

11.10.5 Employees will be required to observe official working hours and not be absent without proper authorization or reasonable cause.

11.10.6 An employee must conduct himself or herself with personal decency and always be well groomed by maintaining an appropriate standard of dress and personal hygiene.

11.11 Teaching and Conduct of Examinations

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

11.11.2 An employee who is a member of the academic staff of the University shall organize his instruction, assessment and examination in a manner that complies with all institutional requirements and expectations.

11.11.3 An employee who is a member of the academic staff of a university shall ensure that the examinations are delivered to the students as scheduled and that the results thereof is processed without undue delay.

11.11.4 An employee shall exercise diligence, care and attention in the performance of his duties, and shall seek to achieve high standards in teaching or administrative duties.

11.11.5 An employee shall promote the culture of research among university students, shall assist in the overall development of the student as a scholar and a decent human being. An employee who is involved in the conduct of examinations shall ensure that the contents of the examination papers are kept secret and are only released to students when they are sitting for their particular examination.

11.12 Courtesy

11.12.1 An employee shall actively and personally promote a culture in the university that aims at providing fast, friendly, responsive and efficient services and shall be courteous to all persons in the provision of such services.

11.12.2 An employee shall actively and personally promote a culture in the university that aims at providing fast, friendly, responsive and efficient services and shall be courteous to all persons in the provision of such services.

11.13 Management of resources

11.13.1 An employee shall not misuse the resources of the University.

11.13.2 An employee shall ensure that university resources under his charge are properly utilized and fully accounted for.

11.13.3 An employee shall not use public university resources to unjustly enrich himself.

11.13.4 An employee who is utilizing university resources to conduct research shall disclose this fact to the Vice Chancellor and his activities shall be governed by such agreement as may be made between himself and the University.

11.13.5 An employee shall observe the principles of the law governing intellectual property, copyright and other related matters in order to promote the culture of research and to uphold the integrity and academic freedom that members and students of public universities enjoy.

11.13.6 For the purposes of this paragraph, “the university’s resources” includes:

- a) Physical facilities including the buildings, recreational facilities, infrastructure and all moveable and immovable assets of the university;
- b) University funds, however obtained, including funds received from students as tuition or accommodation fees, any donations, contributions or gifts and any funds otherwise obtained for use for university education;
- c) Furniture, equipment, apparatus, stationery and research materials, whether living or dead; and
- d) Motor vehicles and transport facilities provided for the purposes of university education.

11.14 Academic Freedom

11.14.1 A University, in performing its functions shall:

- 11.14.1.1 Have the right and responsibility to preserve and promote the traditional principles of academic freedom in the conduct of its internal and external affairs;
- 11.14.1.2 Have power to regulate its affairs in accordance with its independent ethos and traditions and in doing so it shall have regard to:
 - a) The promotion and preservation of equality of opportunity and access;
 - b) Effective and efficient use of resources; and
 - c) its obligations as to public accountability.
- 11.14.2 A member of the academic staff of the university shall have the freedom, within the law, in the member's teaching, research and any other activities either in or outside the university, to question and test received wisdom, to put forward new ideas and to state opinions, and shall not be disadvantaged, or subject to less favorable treatment by the university, for the exercise of that freedom.

11.15 Improper Enrichment and Financial Integrity

- 11.15.1 A favorable employee shall not use the office to unlawfully or wrongfully enrich himself or any other person.
- 11.15.2 An employee shall ensure that the University resources under his/her charge are properly utilized and fully accounted for.
- 11.15.3 An employee who is utilizing the University resources to benefit themselves shall disclose this fact to the University and his activities shall be governed by such agreement as may be made between himself and the University.
- 11.15.4 An employee who is utilizing the University resources to conduct research shall disclose this fact to the University and his activities shall be governed by such agreement as may be made between himself and the University.
- 11.15.5 An employee shall observe the principles of law governing Intellectual Property, Copyright and other related matters in order to promote the culture of research and to uphold the integrity and academic freedom that members and students of Public Universities enjoy.
- 11.15.6 An employee shall not convert University resources for personal use. For purposes of this clause resources means:
- a) Physical facilities including the buildings, recreational facilities, infrastructure and all moveable and immovable assets of the university;

- b) University funds, however obtained, including funds received from students as tuition or accommodation fees, any donations, contributions or gifts and any funds otherwise obtained for use for university education;
- c) Furniture, equipment, apparatus, stationery and research materials, whether living or dead; and
- d) Motor vehicles and transport facilities provided for the purposes of university education.

11.15.7 An employee shall not operate a bank account outside Kenya without the requisite approval of the Ethics and Anti-Corruption Commission and shall be required to submit annual statements to the said Commission.

11.15.8 An employee should not seek or accept a personal loan or benefit in circumstances that compromise his integrity.

11.16 Pecuniary Embarrassment

11.16.1 An employee shall live within his means and avoid incurring any financial liability that he cannot satisfy. An employee who becomes bankrupt, becomes a judgement-debtor or against whom proceedings are taken in bankruptcy shall forthwith report the matter to the employer.

11.16.2 Pecuniary embarrassment, from whatever cause, will be regarded as necessarily impairing the efficiency of an employee and rendering him/her liable to disciplinary proceedings.

11.16.3 The University will endeavour to give opportunity to an employee who is in debt to extricate himself from his financial embarrassment. In the event that he is not able to, the University shall act in accordance to the provisions of the law.

11.16.4 If an employee sustains a loss of public funds in consequence of neglect or fault, he will be held to have incurred a pecuniary liability in respect of the loss, and he may be required to meet this liability in whole or in part.

11.17 Moral and Ethical Requirements

11.17.1 An employee shall:

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

11.18 Improper Enrichment and Receiving gifts

11.18.1 The University's employee shall not accept gifts, benefits or favors from a client where these may influence or may be seen to influence his decisions. Gifts

exceeding a threshold of Kshs. 20,000.00 should not be accepted. Gifts in cash should not be accepted under any circumstance.

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

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

11.18.3 Employee (s) of the University shall not use their office to improperly enrich themselves or others. In this regard, an employee of the University shall not accept or request gifts or favors from a person who:

- a) Has an interest that may be affected by the carrying out, or not carrying out, of the public employee's duties;
- b) Carries on regulated activities with respect to which the University has a role; or
- c) Has a contractual or similar relationship with the University;
- d) Improperly uses their office to acquire properties for themselves or another person, whether or not the properties are paid for; or
- e) For their personal benefit or another, use or allow the use of information that is acquired in connection with the public employee's duties and that is not public.

11.18.4 Employees are prohibited from receiving valuable presents (other than gifts from personal friends and relatives) and/or other benefits and from giving such presents. This applies for example to Christmas presents or such kind of gifts.

11.18.5 This section 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 University.

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

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

11.18.8 When presents are exchanged between employees of the University acting on behalf of the University in ceremonial occasions with other Universities or Organizations or their representatives, the presents received will be declared and

handed over to the University, and any present in return will be given at the University's expense.

11.18.9 Notwithstanding any other provision of this Code, an employee may accept gifts which are:

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

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

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

11.19 Conflict of Interest

11.19.1 A "conflict of interest" involves a conflict between the employee's duty and private interests of an employee, in which the employee has private capacity interests that could improperly influence the performance of his official duties and responsibilities.

11.19.2 An employee of the University shall declare to the university his personal interest (including the interest of a spouse, relative or business associate); where such interests are likely to interfere with official duties or affect personal judgment on official matters.

11.19.3 According to the provisions of the Conflict-of-Interest Act, an employee shall:

- a) Use the best efforts to avoid being in a situation where personal interests conflict or appear to conflict with his official duties.
- b) Not hold shares or have any other interest in another organization, partnership or other body, directly or through another person, if holding those shares or having that interest would result in the employee's personal interests conflicting with his official duties.
- c) Whose personal interest conflict with his official duties shall declare the personal interests to the University and refrain from participating in any deliberations with respect to the matter.
- d) Shall not award a contract, or influence the award of a contract to:

- i. Himself,
 - ii. A spouse or relative,
 - iii. A business associate, or
 - iv. A corporation, private company, partnership or other body in which the employee has an interest.
- e) Shall not engage in any other gainful employment which is:
 - i. Is inherently incompatible with the employee's duties;
 - ii. Results in impairment of judgement of the employee in the execution of his duties;
 - iii. Results in conflict of interest or;
 - iv. Where the employee by virtue of his position is mandated by a law to regulate or exercise oversight.
- f) Not use his office to improperly enrich himself or another person.
- g) Not use or allow use of information acquired through his public office that is not public, for his own or other peoples' benefit.
- h) Not allow himself to be influenced in the performance of his duties by plans or expectations for or offer of future employment or benefits and shall disclose, in writing to the University all offers of future employment or benefits that could place him in a situation of conflict of interest.
- i) Not be engaged by or act for a person or entity in a matter in which the employee was originally engaged in as an employee of the University, for at least two years after leaving employment.

11.19.4 In this section "personal interest" includes the interest of a spouse, relative, or business associate.

11.19.5 Other situations which constitute a conflict of interest:

- a) Soliciting for any help, Funds, favors, gifts and sponsorship from persons or institutions associated with the University or using the name of the University without the knowledge and approval of the Council.

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

11.20 Confidentiality

11.20.1 While in the course of their duties, employees will be exposed to confidential information. In such cases, they will be expected to uphold strict standards in regard to confidentiality of information.

11.20.2 An employee must not disclose any information concerning the affairs of the University or its employees, or show or release any official document to any person not connected with the University, or even insiders, unless he is required to do so in the course of his duties, or such disclosure as is authorized by the Vice Chancellor.

11.20.3 Individual invitations to give technical advice or present papers should be channeled through the Vice Chancellor.

11.20.4 An employee must not without permission make use of any official document which comes into his possession by virtue of his employment the subject of legal proceedings.

11.20.5 Disciplinary action will be taken against any employee proven to have divulged confidential information without the permission of the University.

11.21 Declaration of Income, Assets and Liabilities

11.21.1 Every employee shall on first appointment and after every two years thereafter submit a declaration of income, assets and liabilities of himself, spouse(s) and dependent children less than eighteen (18) years to the Public Service in accordance with the Conflict of Interest of Act. The appropriate form will be supplied annually as required.

11.22 Respect

11.22.1 All employees will be expected to portray utmost respect for one another, irrespective of seniority or personal status.

11.23 Discrimination

11.23.1 The University shall NOT discriminate directly or indirectly, against an employee or prospective employee or harass an employee or prospective employee on grounds of race, colour, sex, language, religion, political or other, opinion, nationality, ethnic or social origin, disability, pregnancy, mental status or HIV status.

11.23.2 Any reported incidences of alleged discrimination will be treated in utmost confidence.

11.24 Harambees

11.24.1 An employee of the University shall not preside over a Harambee, play a central role in its organization or play the role of "guest of honour"; nor participate in a Harambee in such a way as to reflect adversely on their integrity or impartiality or to interfere with the performance of their official duties.

11.25 Conduct of Private Affairs

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

11.26 Sexual Harassment at the Workplace

11.26.1 Sexual Harassment means unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature when such conduct has the

purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

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

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

11.26.3 Employees who have experienced any form of sexual harassment are encouraged to report to their immediate supervisor or to the Head of Human Resource Management.

11.26.4 No employee shall be victimized for reporting or assisting in an investigation. Victimization includes transfer, demotion, denial of promotion or termination. Any employee who believes they have been retaliated against may file a grievance.

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

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

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

11.27 Workplace Harassment

11.27.1 An employee shall avoid unwelcome, abusive, belittling or threatening behaviour to his/her colleagues and shall not bully any person.

11.27.2 For the purpose of this section 'bullying' includes repeated offensive behaviour which is vindictive, cruel, malicious or humiliating and is intended to undermine a person or to instill fear.

11.27.3 An employee shall not engage in cyber bullying.

11.27.4 For the purpose of this section, cyber bullying can take the form of repeatedly sending insulting or threatening messages, publishing private or identifying

information about someone without their consent, creating fake profiles or pretending to be someone else online to damage that person's reputation, posting inflammatory or off topic messages in an online community, posting or sharing embarrassing, hurtful or explicit photos or videos without permission with the intent to provoke or upset others or to instill fear of violence or to cause damage or loss to that person's property.

11.28 Nepotism

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

11.29 Acting through Others

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

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

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

11.30 Reporting Improper Orders

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

11.31 Dress Code

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

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

11.32 Uniform for Employees

11.32.1 Management shall prescribe the category or cadre of employees who will be required to be in uniform.

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

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

11.33 Media Interviews and Interactions with the Media

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

11.34 Newspapers and Publications

11.34.1 An employee, whether on duty or on leave, shall not do the following without the permission of the Vice Chancellor:

- a) Act as the editor of any newspaper or take part directly or indirectly in the management thereof;
- b) Publish in any manner anything which may be reasonably regarded as of a political or administrative nature, whether under his own name, under a pseudonym or anonymously; and
- c) Allow himself to be interviewed on questions of public policy or on matters affecting the University without the permission of the VC.

11.34.2 While it is not desired to interfere with the liberty of free speech, any lack of discretion on the part of an employee in expressing an opinion that may embarrass the University, may result in disciplinary action being taken against him.

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

11.34.4 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 Vice Chancellor and a draft of the proposed article or speech submitted for approval.

11.34.5 The University shall establish a Conflict-of-Interest Register and a procedure for reviewing disclosures. No employee shall be victimized for making a bona fide disclosure.

11.35 Undue Influence

11.35.1 Employees are warned that the practice of seeking the influence of Politicians or other persons in order to be considered for promotion or other favours is viewed with disapproval.

11.35.2 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 the employee's interests.

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

11.36 Private Agencies

11.36.1 No employee may undertake any private agency in any matter connected with the exercise of his public duties.

11.36.2 No employee shall, in any manner that may be detrimental to the security interests of the University and Kenya at large, be an agent for, or further the interests of a foreign government, organization or individual.

11.36.3 For the purpose of this Manual: -

- a) An individual is foreign if the individual is not a citizen of Kenya; and
- b) An organization is foreign if it is established outside Kenya or if it is owned or controlled by a foreign government, organization or individual.

11.37 Political Neutrality

11.37.1 Though an employee as a Kenyan is entitled to his own political views on political matters, he shall ensure that his utterances do not implicate or compromise the University and the Government at large.

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

- a) Act as an agent for, or further the interest of a political party or publicly indicate support for or opposition to any political party or candidate in an election;
- b) Engage in political activity that may compromise or be seen to compromise the political neutrality of the office;
- c) Contest for parliamentary, county, civic or any other political office while still an employee. An employee who wishes to contest for any such office shall be required to resign from the University.
- d) Seek the influence of political leaders with a view to consideration for promotion or other favours.
- e) Use his political stand to intimidate others perceived to be of a different view.

11.38 Care of Assets

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

11.39 Falsification of Records

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

11.40 Trading

11.40.1 Trading on official premises is strictly forbidden except where official permission has been received.

11.40.2 Away from official premises no employee may act as an agent for the sale of any articles or merchandise whilst on duty or in uniform.

11.41 Borrowing and Lending Money

11.41.1 An employee is strictly forbidden:

- a) To become an agent for a moneylender;
- b) To borrow money from the University's stakeholders or members of staff of any Company doing business with the University, with whom his official duties bring him into contact; and
- c) To accept premiums from other staff of the University as consideration for instructing them on how to perform their duties.

11.42 Security Measures

11.42.1 Employees shall be required to safeguard sensitive documents from unauthorized persons by ensuring that documents are not carelessly left on their tables in their absence. Such records shall at all times be kept under lock and key.

11.42.2 The University's employee in charge of security shall have the authority to regulate entry of all visitors into the offices.

11.42.3 Articles brought in and out of the University's premises shall be limited and the employee in charge of security shall be obliged to check on such articles or luggage as he may deem appropriate.

11.43 Whistle Blowing

11.43.1 Any employee or stakeholder having well founded suspicion of proven fraud, corruption, misuse of funds and assets, or any irregularities under the Code of conduct and ethics or governing laws of the University is encouraged to report such irregularities.

11.43.2 Any person who makes a report will be afforded the protections under the Witness Protection (Amendment) Act, 2010, the University's Whistle-blower Policy and this Code of conduct and ethics.

11.44 Former Employees Acting in the University's Matter

11.44.1 A former employee shall not be engaged by or act for a person or the University, in a matter in which the employee was originally engaged in as an employee of the University.

11.44.2 Such engagement may only be considered at least two (2) years after leaving the University's service.

11.45 Defense of Employees in Criminal and Civil Suits

11.45.1 When criminal or civil proceedings are instituted against an employee as a result of an act of omission by him in the course of his official duties, he may apply to the Vice Chancellor for assistance in his defense.

11.45.2 If the latter is satisfied that the employee acted in good faith in the execution of his official duties and that it is in the public interest that the employee should be defended, the VC shall immediately report the matter to the Council who will decide whether or not the employee will be defended.

11.45.3 Unless the proper procedure is followed, the Council may decline to provide support to the employee. It is further emphasized that speed is of essence in reporting such cases to the Council.

11.46 Civil Proceedings by Employees for Defamation

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

11.46.2 Where such a case occurs, the employee may apply for legal aid through the Vice Chancellor to the Council. Legal aid will not be granted unless:

- a) The Council has a substantial interest in seeing that the defamatory statement is repudiated;
- b) There is, in the opinion of the Council, a good prospect of success in the action; and
- c) The consent of the Council shall be obtained before proceedings are commenced.

11.47 Lodging of Complaints

11.47.1 A person who alleges that an employee has committed a breach of the Code of conduct and ethics, may lodge a complaint with the Vice Chancellor and he/she shall register and inquire into the complaint.

11.47.2 The Vice Chancellor may assign any of his or her employees or a competent authority to inquire into a complaint on his or her behalf and determine whether an employee has contravened the Code of conduct and ethics.

11.47.3 The Vice Chancellor may initiate an investigation pursuant to a complaint by any person.

11.47.4 Such an investigation shall be conducted using the procedures set out in Section 13 on Disciplinary procedures in this policy.

11.48 Promotion of Compliance

11.48.1 The University shall promote compliance with the provisions of this code by regularly sensitizing employees on the standards and principles prescribed in the Code and after every two years thereafter, require the employees to complete the Code of Conduct and Ethics Commitment Form.

SECTION 12: COMPLAINT AND GRIEVANCE HANDLING

12.1 Policy Statement

- 12.1.1 The University is committed to ensuring fair treatment of all employees when dealing with grievances with a view to addressing concerns in the best manner possible. The grievances may include but not limited to; management deficiency, recruitment, promotion, conditions of service, unfair treatment of staff, sexual harassment and concerns about possible improprieties in financial reporting in internal control.
- 12.1.2 It is the policy of the University that all employees have a right to voice their complaints.
- 12.1.3 The University recognizes the meaningful value and importance of full discussion in resolving misunderstandings and preserving good relations between management and employees.
- 12.1.4 Should a condition exist that an employee feel is unsatisfactory, it is important that he brings it to the attention of the appropriate person as per the laid down procedures

12.2 Policy Objective

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

12.3 Guiding Principles

- 12.3.1 In handling grievances, the University shall be guided by the following principles:
- a) Fairness in regard to treatment and hearing;
 - b) Right to representation;
 - c) Right of appeal;
 - d) Right to channel grievances;
 - e) Confidentiality;
 - f) Prompt action; and
 - g) Involvement of all parties.

12.4 Grievance Procedure

- 12.4.1 The Where an employee has an individual problem or grievance not being a matter of discipline, he will be required to first raise the issue with the immediate Supervisor.

- 12.4.2 The Supervisor will be required to respond to the grievance within two (2) working days. A resolution will be encouraged at this stage through discussion and counselling.
- 12.4.3 If the employee and supervisor do not reach an amicable solution, the employee will be required to make a written complaint to the Supervisor. The supervisor will be required to respond in writing within three (3) working days. Copies of this communication should be sent to the Head of Human Resource.
- 12.4.4 Where the grievance is not resolved or in a case where the Supervisor is the offender, the matter shall be referred to the next level of supervision. At this stage, the second supervisor will convene a meeting to review the grievance and the response from the first supervisor.
- 12.4.5 The complainant may choose to be accompanied by a work colleague or union official. Minutes of the meeting must be recorded. Both the accused and the aggrieved party must provide evidence and the allegations must be clearly stated.
- 12.4.6 Having received the evidence, Head of Human Resource will review the case and communicate to the parties within seven (7) working days. The response should include recommendations, findings and disciplinary action where applicable.
- 12.4.7 Where the employee is not satisfied with the decision made by the Head of Human Resource he shall appeal to the Vice Chancellor in writing.
- 12.4.8 It is emphasized that employees should desist from presenting their individual problems or grievances to colleagues, other members of staff or members of the public not in a position to solve them.
- 12.4.9 In handling Appeals arising from grievances or the grievances dropped in a suggestion box, the employee responsible for the suggestion box shall record the details of the grievances in a grievance recording form and forward to the Vice Chancellor.
- 12.4.10 Where an offence has been found to have occurred, the necessary disciplinary procedure shall be instituted against the concerned party.
- 12.4.11 Where the complaint/grievance is against senior management, an employee shall appeal to the Vice Chancellor in writing.
- 12.4.12 Notwithstanding this grievance procedure, the employee may choose to seek the assistance of the respective Union. In this instance the grievance procedure in the Recognition Agreement will apply.

12.5 Negotiation, Conciliation and Mediation

- 12.5.1 The Vice Chancellor may on his own initiative or on request made by any person undertake or facilitate negotiation, conciliation or mediation of any issue relating

to its statutory functions and encourage the parties to arrive at an amicable decision that may be just in the circumstances of the case.

12.5.2 The Vice Chancellor in carrying out negotiation, conciliation, mediation or shall accord every party involved an opportunity to make a representation of their case. Every party involved will be given an opportunity to make a representation of their case.

12.6 Collective Grievances

12.6.1 Where several employees share the same grievance, they may:

- 1) Express their grievances through Union representation using the procedure outlined in the respective Recognition Agreements OR
- 2) Nominate two representatives to approach management using the grievance handling procedure outlined in this manual.

12.7 Intervention by Council

12.7.1 The Council may on its own initiative or on complaint made by any person investigate any issue relating to its statutory functions and powers and, make such decision as it considers just in the circumstances of the case.

12.7.2 The Council in carrying out investigation under this paragraph shall accord every party involved an opportunity to make a representation of their case.

APPROVED BY SSC

SECRETARY / CEO
PUBLIC SERVICE COMMISSION
P.O. Box 30095 - 00100
NAIROBI

SECTION 13: DISCIPLINARY CONTROL

13.1 Introduction

13.1.1 Disciplinary procedures shall be used as a corrective measure to foster improvement of individual conduct. It is expected that no punishment shall be inflicted on an employee if it would be contrary to any provision of the law.

13.1.2 In this manual “discipline” means conforming to the University’s rules and regulations which prescribe expected conduct and behaviour of individual employees. It is intended to contribute to performance improvement and productivity.

13.1.3 The purpose of rules and regulations is to ensure compliance and discipline in the University and to correct any conduct that may not conform to such rules. The University is obligated to impartially administer discipline and the employee has the right to be granted a fair hearing.

13.2 Policy Statement

13.2.1 The principles and values expressed by University in the Code of Conduct and Ethics describe the standards of behaviour expected of those working for the University.

13.2.2 The University expects its employees to display high standards of conduct, accountability and ethical behavior. The Disciplinary Policy is therefore an integral part of setting the expected standards, supports the achievement and maintenance of high standards of conduct, cordial relations and teamwork in order to achieve the desired levels of job performance.

13.3 Scope

13.3.1 This Section provides general guidelines and instruments to be used by the University in handling discipline cases and shall apply to all employees of the University irrespective of their form of engagements.

13.4 Objectives of the Section

13.4.1 The specific objectives are to:

- a) Define discipline in the context of the existing public service regulations.
- b) Prescribe standard procedures for uniformity in handling disciplinary cases.
- c) Outline the steps in disciplinary procedures and processes.
- d) Define roles and responsibilities of different actors in handling disciplinary cases.
- e) Guide on handling of Court cases arising from disciplinary process.
- f) Further, the manual provides guidelines on the following:
 - i) Alternative interventions in the disciplinary process;
 - ii) Carrying out investigations;
 - iii) Disciplinary Hearings;
 - iv) Application of various forms of punishment; and
 - v) Lodging of an appeal or application for review.

13.5 Disciplinary power and Delegation

13.5.1 The power to exercise disciplinary control and removal of employees is vested in the Council.

13.5.2 However, the Council may delegate power of disciplinary control to the Vice-Chancellor or to the various disciplinary committees as guided in this policy.

13.5.3 The disciplinary power may be either to:

- a) Initiate disciplinary process.
- b) Interdict.
- c) Suspend.
- d) Reprimand.
- e) Stop pay or salary.
- f) Stop, withhold or defer annual increment provided that; -
 - i. Where annual increment is stopped, the employee shall forfeit the increment for that year and it will be reinstated the following year without change of incremental date.
 - ii. Where annual increment is withheld, the employee shall be denied the increment for a maximum period of one (1) year and it will be restored, and arrears paid. The employee shall retain the incremental date.
 - iii. Where annual increment is deferred, the employee's increment shall be postponed for a period not exceeding one (1) year. The deferred increment shall not be paid retrospectively upon the lapse of the period and the incremental date shall take effect on the date deferment lapses.
- g) Recover the cost or part of the cost of any loss or breakage caused by default or negligence, provided no such cost has been recovered by surcharge action under the appropriate financial instructions or regulations.
- h) Defer promotion provided that where deferment of a promotion is imposed, the imposition shall not persist for a period exceeding one (1) year and the deferred promotion shall take effect on the date the deferment lapses.
- i) Reduce rank or seniority.
- j) Dismiss.

13.6 Disciplinary Procedure

13.6.1 The disciplinary procedure provides a framework for dealing with instances where employees are alleged not to have met the required standards of conduct. The aim is to ensure prompt, consistent and fair treatment for all employees.

13.7 Guiding Principles and provisions

Disciplinary control in the University is governed by the following principles:

13.7.1 The rules of natural justice which include:

- a) Procedural fairness, where an employee must be allowed adequate opportunity to prepare and present his/her case.

- b) Impartiality of the deciding authority when hearing and making decisions; and
 - c) Decisions which are based on logical proof or evidential material.
- 13.7.2 Fair administrative action which is expeditious, efficient, lawful, reasonable and procedurally fair. Every employee to whom disciplinary action is taken has a right to:
- a) Written reasons for any disciplinary action that is taken against him/her;
 - b) Prior and adequate notice of the nature and reasons for the intended disciplinary action;
 - c) An opportunity to be heard and to make representations in that regard;
 - d) An opportunity to attend proceedings in person or in the company of an expert of his/her choice, cross examine persons who give adverse evidence against him/her and request for adjournment of proceedings where necessary;
 - e) Legal representation, where the affected employee so requests;
 - f) Notice of a right to an appeal or review against a disciplinary decision; and;
 - g) Information, materials and evidence to be relied upon in making a decision or taking a disciplinary action.
- 13.7.3 Thorough investigation on the alleged misconduct shall be undertaken before any disciplinary action is taken.
- 13.7.4 Application of other interventions in resolving discipline cases such as training, guidance and counselling in cases where this is the best approach towards reforming the employee.
- 13.7.5 Prompt implementation of decisions.
- 13.7.6 Right of appeal and application for review of disciplinary related decisions.
- 13.7.7 Disciplinary cases shall be processed through University's Disciplinary Committee.
- 13.7.8 Administrative disciplinary processes are distinct and separate from criminal or civil trial processes and the same can be instituted and run concurrently.
- 13.7.9 Employees facing criminal trial processes and against whom administrative disciplinary action has been commenced should be taken through a lawful administrative disciplinary process immediately.
- 13.7.10 The procedure for issuance of warnings should be construed to be separate and distinct by itself and will apply to offences that are deemed to be minor. Giving of a warning is therefore not a pre-requisite before referral of the matter to the Disciplinary Committee

- 13.7.11 There should be proper framing of charges with full particulars of the case including the applicable provision of the Constitution, legislation or code of conduct alleged to have been breached.
- 13.7.12 Disciplinary cases shall be dealt with promptly and finalized within a period of six (6) months.
- 13.7.13 Where an employee dies prior to finalization of the disciplinary proceedings, the case shall be terminated by the relevant University.
- 13.7.14 Where disciplinary process has not been concluded administratively, including the appeal process, the Vice Chancellor shall not recruit an employee to substantively fill the position.
- 13.7.15 Where an employee attains the mandatory retirement age while undergoing disciplinary proceedings, the proceedings shall be terminated, and the employee shall retire with applicable pension benefits subject to the prevailing legislations and government policies.
- 13.7.16 The Vice Chancellor shall provide to the Council, a quarterly report on the status of interdicted and suspended employees.
- 13.7.17 An employee who is undergoing disciplinary process shall not be transferred until the process is concluded.

13.8 Institutional Framework for Handling Disciplinary Cases

13.8.1 Head of Functional area

- a) The Head of Functional Areas shall be responsible for the maintenance of the discipline of his/her immediate employee and, ensure that they observe rules and reasonable instructions.
- b) The Head of Functional Areas must be strict about unsatisfactory behaviour and unacceptable standards of work, but must at the same time ensure that any disciplinary action is justified and fairly administered.
- c) Where the misconduct does not warrant to be taken through the disciplinary process, the Head of the functional area may reprimand in writing.
- d) The Head of Functional Area shall report the misconduct to the Head of Human Resource and Vice Chancellor.

13.8.2 Head of Human Resource

- a) The Head of Human Resources shall be responsible for providing advice on the employee's previous history, where known, to give guidance on precedent and to ensure, as far as possible, that disciplinary measures are applied consistently and fairly throughout the University.
- b) Other responsibilities include:

- i. Secretary to the Disciplinary or Appeals Committee as the case may be and provides technical advice.
- ii. Analyses the misconduct and commences the disciplinary action by issuing a show cause letter.
- iii. Summarizes the cases upon receipt of the employee's representations, if any, and submits the case to the Disciplinary Committee.
- iv. Implements the decisions of the Council /Disciplinary or Appeals Committee as the case may be.

13.8.3 The Disciplinary or Appeals Committee

The Disciplinary or Appeals Committees are those Committees constituted with delegated functions to:

- a) Hear charges brought against any employee;
- b) Summon and hear any witnesses or consider any documents produced as evidence;
- c) Summon the employee charged to attend before it, to give his/her defense in relation to the charges made against him/herself.
- d) Consider and determine, after conclusion of the hearing, whether or not each charge has been proved;
- e) Recommend any penalties;
- f) Hear and consider pleas in mitigation;
- g) Review appeals from disciplinary measures taken against an employee in the case of appeal committees.

13.8.4 Vice Chancellor

- a) The Vice Chancellor shall consider recommendations of the Disciplinary committee and implement the decisions.
- b) For cases which do not fall under his delegated authority shall forward cases with comments and recommendations to Council for decision.
- c) For all cases, communicate decision to affected employees.

13.8.5 Council

- a) Considers the recommendations of the Vice Chancellor and makes decisions related to powers which are not delegated.
- b) Determines appeals arising from decisions made from the Disciplinary Committee or Vice Chancellor
- c) Determines applications for review arising from its own decisions.
- d) Communicate decisions to Vice Chancellor for implementation.

13.8.6 Constitution of Disciplinary Committees

Disciplinary Committee for Staff in Grade 1-5 shall comprise of:

- a) Three (3) Council Members one of whom shall be appointed by the Chairperson of Council to chair the Committee;

- b) The Principal Secretary in the Ministry for the time being responsible for the University Education or the representative;
- c) The Vice Chancellor;
- d) A Deputy Vice Chancellor;
- e) Head of Department; and
- f) Head of Legal Services – In attendance.

13.8.7 Disciplinary Committee for Staff Grade 6 to 7 shall comprise of:

- a) Vice Chancellor Chairperson or his nominated representative;
- b) A Deputy Vice-Chancellor;
- c) Dean or Director of faculty or institute, concerned for Academic Staff;
- d) Chairperson or Head of department concerned for Administrative Staff;
- e) Two Senate Representatives;
- f) Head of Human Resource will be the Secretary;
- g) Head of Legal Services – In attendance.

13.8.8 Disciplinary Committee for staff Grade 8-15 shall comprise of:

- a) Deputy Vice Chancellor responsible for Administration – Chairperson;
- b) Dean or Director of faculty or institute, concerned for Academic Staff;
- c) Chairperson or Head of department concerned for Administrative Staff;
- d) Three Senate Representatives
- e) Head of Human Resource will be the Secretary
- f) Head of Legal Services - In attendance.

13.8.9 In constituting any of the above Committees, regard shall be made to any person who may have a conflict of interest, and the person having the conflict shall not be appointed to be a member of the disciplinary panel.

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

13.9 Alternative Interventions in the Disciplinary Process

13.9.1 Psycho- social challenges may impact negatively on an employee's overall work performance, resulting to cases of indiscipline. As such, alternative interventions may be undertaken by the employer to address employee misconduct in place of traditional punitive disciplinary action.

13.9.2 This may, under the right circumstances, be a more efficient and effective approach than traditional discipline.

- 13.9.3 While alternative intervention requires more thoughtful decision-making and thus poses a greater challenge for supervisors than traditional discipline, the results can be worth the time and effort.
- 13.9.4 Alternative intervention may result in modified behavior if used early in the disciplinary process for minor offences, but may not be effective in serious issues or habitual misconduct.
- 13.9.5 The appropriateness of a certain approach will vary, based on the nature of the misconduct and personality of the individual whose conduct needs correcting.
- 13.9.6 Alternative discipline interventions may take various forms such as training, workplace guidance and counselling and rehabilitation.

13.10 Workplace Guidance and Counselling

- 13.10.1 Some issues which manifest as indiscipline could be a result of psycho-social challenges an employee may be undergoing. It could also be due to lack of clarity of the assignment or the rules and regulations. Understanding the root cause of the problem will ensure application of the correct remedy. Punishing such an employee will not improve the situation but may aggravate it.
- 13.10.2 Where it is established that the cause of indiscipline is psycho-social related, public institutions are encouraged to adopt workplace guidance and counselling as a first option.
- 13.10.3 To address the challenge of lack of clarity, the supervisor has the responsibility to hold regular meetings with employees to clarify assignments and explain workplace rules.
- 13.10.4 With regard to psycho-social challenges, workplace counselling will be adopted; the main objective being to bring about a voluntary change in the employee and help the employee overcome immediate problems and cope with future challenges.
- 13.10.5 A counselling intervention is not a disciplinary action, as its purpose is not to create a negative experience, but rather to communicate helpful information and provide necessary support in management of psycho-social challenges. Counselling shall ordinarily be conducted by the University's Counselling Services Unit.
- 13.10.6 Where preliminary investigations establish that an employee is experiencing psycho-social challenges:
- a) The HRMAC shall recommend to the Vice Chancellor that the employee undergoes counselling.
 - b) The Vice Chancellor shall inform the affected employee of the recommendation to refer him/her for counselling.
 - c) Upon consent by the affected employee, the Vice Chancellor shall make arrangement for the employee to undergo counselling.

- d) Where the counsellor recommends an employee to undergo rehabilitation, the Vice Chancellor shall refer the employee to a recognized rehabilitation Centre.
- e) Where an employee declines to undergo counselling or rehabilitation, then the normal disciplinary process shall be initiated.

13.10.7 Training

- a) Persistent under-achievement of performance targets by an employee can be a ground for dismissal. Sometimes an employee may not meet the set targets despite having put best efforts.
- b) Before severe punishment of dismissal for under performance is taken, and if the employee is not guilty of any other misconduct, the University should first train the employee with the objective of improving performance.
- c) Supervisors are responsible for identifying individual employees' training needs, which will lead to improved performance and productivity. The training intervention may include; induction, coaching, mentoring, role-play or job rotation.

13.11 Dispute Resolution Mechanism

13.11.1 This is used where disciplinary action is appropriate, but which affords an opportunity to create solutions that are uniquely tailored to address issues at hand.

13.11.2 The method shall be applied in accordance with the guidelines for mediation, conciliation and negotiation in the Public Service.

13.11.3 When applying alternative interventions, the following should be observed:

- a) The specific offense/shortcoming that needs to be addressed;
- b) Employee's admission of wrong doing/willingness to participate in the
- c) appropriate intervention;
- d) The specific form of alternative intervention that will be used and its duration;
- e) Notification of the possible penalty for a subsequent offense.

13.12 Disciplinary Offences

13.12.1 Disciplinary offences fall under three categories:

- a) Minor Offences
- b) Major Offences
- c) Gross Offences

13.13 Minor Offences

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

13.13.2 Minor offences include but are not limited to:

- a) Deliberate go-slow or obstructive work;

- b) Continued lateness to work;
- c) Unauthorized absence from duty for a period of 24 hours;
- d) Loitering and idling during official hours;
- e) Avoiding working by pretending to be sick;
- f) Causing unnecessary commotion in the university premises or in public places;
- g) Gossiping and spreading false information;
- h) Rumour mongering;
- i) Sleeping while on duty;
- j) Giving false information
- k) Mis-use of social media; and
- l) Hawking goods and wares in offices.

13.14 Major Offences

13.14.1 Major Offences are those which substantially interfere with the smooth running of the University and which are likely to generate severe disciplinary action being taken against the employee.

13.14.2 These are grave offences which shall constitute a misconduct and shall include but not limited to:

- a) Unauthorized absence from duty for a period of more than two (2) days;
- b) Any act of insubordination;
- c) Gross incivility towards a customer;
- d) Use of insults, threats and objectionable language or behavior towards an employee or client;
- e) Reporting to work under the influence of alcohol;
- f) Failure to comply with an order, regulation or lawful instruction without sufficient reason;
- g) Improper disclosure of information to unauthorized person;
- h) Conviction by a court of law for an offence for which he is punished with a term of imprisonment;
- i) Misuse of stores, equipment, motor vehicles or other property;
- j) Pecuniary embarrassment;
- k) Dishonesty reflecting adversely on the honesty and moral integrity of an employee's duties;
- l) Soliciting and receiving bribes from customers in the name of the University;
- m) Impersonation or receiving money by false pretense;
- n) Inefficiency in work performance;
- o) Irregular awarding of tenders;
- p) Gross negligence of duty resulting in loss of property or funds;
- q) Conspiring with customers to defraud or compromise the interest of the University;
- r) Tampering with official records;

- s) Fighting at the place of work;
- t) Sexual harassment at the work place;
- u) Continuous lateness at place of work;
- v) Financial embezzlement; and
- w) Fraud.

13.14.3 The following offences amount to gross misconduct that may warrant disciplinary action to justify summary dismissal:

- a) Where an employee is absent from duty without leave, reasonable or lawful cause, for a period exceeding 24 hours and is not traced through personal contacts and next of kin within a period of ten (10) days from the commencement of such absence, the salary and other remunerative allowances shall be stopped with effect from the date of absence, and disciplinary action instituted against the officer;
- b) During working hours, by becoming or being intoxicated, an employee renders himself unwilling or incapable of properly performing their work;
- c) If an employee willingly neglects to perform any work which it was their duty to have performed, or if he carelessly and improperly performs any work which from its nature was their duty, under his contract, to have performed carefully and properly.
- d) If an employee uses abusive or insulting language, or behaves in a manner insulting, to the University or to a person placed in authority over him by the University.
- e) If an employee knowingly fails, or refuses, to obey a lawful and proper command, which it was within the scope of their duty to obey, issued by the University or a person placed in authority over him by the University.
- f) If, in the lawful exercise of any power or arrest given by or under any written law, an employee is arrested for a cognizable offence punishable by imprisonment and is not within fourteen (14) days either released on bail or bond or otherwise lawfully set at liberty;
- g) If an employee commits, or on reasonable and sufficient grounds is suspected of having committed, a criminal offence against or to the substantial detriment of the University or its property.

13.15 Forms of Punishment

13.15.1 The following forms of punishment may be meted out by the University against an employee who commits an offence:

- a) Verbal warning;
- b) Written warning;
- c) Reprimand;
- d) Reduction in rank or seniority;
- e) Loss of salary;

- f) Surcharge/Recovery of cost of any loss or breakage;
- g) Stoppage/Withhold/Deferment of annual increment;
- h) Withdrawal of acting appointment;
- i) Termination of employment and
- j) Summary Dismissal.

13.16 Initiation of Disciplinary Process

13.16.1 The disciplinary process may be initiated by the Vice Chancellor upon:

- a) Receipt of a complaint by a supervisor;
- b) Receipt of a complaint by an employee;
- c) Receipt of a recommendation by the Head of Human Resource;
- d) Receipt of a complaint by a student or a customer dealing with the University;
- e) On own motion upon information coming within his or her knowledge
- f) Receipt of an investigation report made in accordance with section 13.18 in this Manual;

13.17 Informal Procedure

13.17.1 Cases of minor misconduct shall be dealt with by an employee's immediate supervisor informally without delay.

13.17.2 The supervisor may speak to the employee in private and encourage them to conduct themselves in accordance with the required standards.

13.17.3 The purpose of the discussion is to ensure the employee understands the nature of the concerns, and expectations of improvement in his/her conduct.

13.17.4 The supervisor shall confirm the outcomes of any discussions to the staff in writing and retain any note of these informal discussions or meetings.

13.17.5 Following satisfactory outcome, the matter shall be deemed resolved. However, in case of unsatisfactory outcome where the problem persists; required improvement in conduct has not been achieved; and further information becomes available during discussions which make the matter sufficiently serious, the formal procedure shall be invoked.

13.18 Formal Procedure

13.18.1 Verbal Warning

- a) Minor infringements of discipline shall normally be dealt with on their first occurrence by the immediate Supervisor/Head of Department on the spot by an informal oral warning or reprimand.
- b) Such categories of minor infringements include lateness and/or rudeness among others.

- c) Verbal warnings must be documented and reported to the Head of Human Resources.
- d) When the facts of the case appear to call for an informal warning, the Head of the Department shall consider the matter and the employee concerned shall be given the opportunity to state their case.

13.18.2 First (1st) Warning

- a) In the event an employee commits a minor offence, following a verbal warning, a first warning letter should be given to the employee by his or her immediate supervisor. The employee will be required to signify in writing that he has read and understood the contents of the letter.
- b) A warning letter shall be in force for six (6) months.
- c) The warning letter should state the exact nature of offence(s), the improvements where necessary, and indicate future disciplinary action which will be taken against the employee if the offence is repeated within a specified time limit.
- d) A copy of the written warning, signed by the employee upon receipt, should be placed in the employee's personal file.

13.18.3 Second (2nd) Warning Letter

- a) Where the employee's work or conduct is unsatisfactory, or where he commits misconduct again and the misconduct does not warrant termination for a good cause, he will be issued with a warning letter by the Head of Human Resources.
- b) A second written warning shall be given to an employee who having committed a minor offence earlier, repeats a similar offence during the period when a first warning is still in force.
- c) The second warning letter shall be delivered to the employee concerned and copied to their personal file.
- d) The employee shall be required to respond in writing that he has read and understood the contents of the letter.

13.18.4 Third (3rd) Warning Letter

13.18.4.1 A 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.

13.18.4.2 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 behaviour but will not be removed from the employee's file.

13.19 Show Cause Letter

13.19.1 Where an employee has been given a final warning and continues with misconduct or in a case of a gross misconduct, an employee shall be issued with a show cause letter detailing the charges proffered against the employee and

inviting the employee to respond in writing to the allegations and the grounds, if any, on which the employee relies to exonerate himself.

13.19.2 The employee will be required to submit his response within twenty-one (21) days.

13.19.3 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.

13.19.4 On expiry of the period specified above, whether or not the employee has responded, the case shall be presented to the University's HRMAC to deliberate make recommendations.

13.19.5 If in the opinion of HRMAC there is need for investigation prior to the hearing, the Vice Chancellor will constitute a committee to investigate the matter.

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

- a) Constitute a team of not less than three (3) employees to investigate the matter (where the team is more than three members, the team shall consist of an odd number).
- b) The employees conducting the investigation shall be senior to the accused employee and should not have dealt with the case before.
- c) The report of the investigation shall be submitted to the Vice Chancellor further action.
- d) The report shall not contain any recommendation on the form of punishment to be inflicted on the accused employee.

13.20 Requirements for conducting investigations

13.20.1 Accurate evidence is the foundation of fairness in discipline cases and this can be achieved through investigation of alleged offences.

13.20.2 Such investigations should be carried out by committees appointed in writing by the Vice Chancellor stating the terms of reference and specific timeline within which to carry out the investigation.

13.20.3 While constituting the investigations Committee, the Vice Chancellor shall observe the following conditions:

- a) Constitute a team of not less than three (3) employees to investigate the matter (where the team is more than three members, the team shall consist of an odd number). Experts may be co-opted to assist in understanding of technical aspects of the discipline case
- b) Give clear terms of reference and specific timelines within which to carry out the investigation.

- c) The employees conducting the investigation shall be senior to the accused employee and should not have dealt with the case before.
- d) The employee under investigation must be interviewed by the investigating committee.
- e) The investigating team shall include a human resource employee as a technical advisor.
- f) The Vice Chancellor or a HRMAC member shall not be involved as an investigator of any disciplinary case.

13.20.4 The Investigating Committee shall:

- a) Establish and record the issues for investigation;
- b) Give every party involved especially the affected employee a chance to produce relevant documents, call and examine witnesses, and, peruse documents produced against him;
- c) Record all relevant material oral and documentary evidence;
- d) Record details of any matter which may aggravate or mitigate the case;
- e) Sum up the case and record their comments so as to clearly show their findings and opinion on the issues under investigation in view of the evidence on record.

13.20.5 The report of the investigation shall be submitted to the Vice Chancellor for further action and shall contain:

- a) Evidence collected by the team, including any statements by witnesses;
- b) Analysis of the evidence and statements;
- c) A statement on whether the charges against the employee have been proved; and
- d) Details on any matter that may affect the gravity of the case, if any.

13.20.6 The report shall not contain any recommendation on the form of punishment to be inflicted on the accused employee.

13.20.7 Where further investigations are required as provided for in the regulations, such investigations shall be conducted in accordance with this clause.

13.21 Interdiction

13.21.1 An employee may be interdicted to allow investigations to be conducted in a case where proceedings may lead to dismissal.

13.21.2 An employee who is interdicted shall be eligible for half of his basic salary with full house allowance and medical benefits.

13.21.3 An employee on interdiction should report to his supervisor at agreed intervals.

- 13.21.4 After completion of the investigation, the employer shall inform the employee in question within thirty (30) days as to the position of the interdiction, unless the case is pending in court or being investigated by the police or other statutory authority.
- 13.21.5 Interdiction shall not exceed six (6) months, within which time investigations should be completed.
- 13.21.6 Where disciplinary or criminal proceedings have been taken or instituted against an employee under interdiction and such an employee is neither dismissed nor otherwise punished under these regulations, any salary withheld shall be restored to him upon the termination of such proceedings with effect from the date the salary was stopped.
- 13.21.7 Where an employee has been charged with corruption or economic crime, such employee shall stand suspended from exercise of his duties pending determination of the case. Such an employee shall be entitled to payments as stipulated in the Anti-corruption and Economic Crimes Act.

13.22 Suspension

- 13.22.1 An employee may be suspended from duty under the following circumstances:
- a) When disciplinary proceedings have been instituted against the employee as a result of which, the Vice-Chancellor through the advice of HRMAC determines that the employee ought to be dismissed;
 - b) When charged with serious criminal offence (acts that violate the law and are considered highly harmful or dangerous to individuals, property or society at large) in a court of law;
 - c) When charged under the Anti-Corruption and Economic Crimes Act
 - d) Upon conviction of a criminal offence.
- 13.22.2 When investigations are complete and in the opinion of the Vice-Chancellor the employee is found culpable, the Vice-Chancellor shall have the power to suspend an employee for a period not exceeding thirty (30) days pending appearance before a disciplinary committee unless the case is being investigated by the relevant Government Agencies.
- 13.22.3 A decision has been made to suspend an employee, he/she shall be served with a suspension letter, and shall not leave the duty station without the permission of the Vice Chancellor or any other public employee who is empowered to give such permission.
- 13.22.4 While on suspension, an employee will be entitled to half of his/her basic salary, full house allowance, and medical insurance cover.
- 13.22.5 Where an employee's suspension has been lifted and the employer has exonerated him from any blame, he shall be reinstated to the public office held before

suspension upon lifting of suspension and termination of disciplinary proceedings where the employee has not been otherwise punished.

13.22.6 Employee whose suspension has been lifted shall promptly be served with a decision letter. Any withheld salary, allowances and benefits shall be restored with effect from the date it was withheld.

13.22.7 Where an employee under suspension is not dismissed but any penalty prescribed in the Manual is imposed upon termination of the proceedings, any withheld salary, allowances and other benefits shall not be restored.

13.22.8 An employee whose services have been ended by way of termination or dismissal has a right of appeal which shall be communicated. Such an appeal will be responded to within fourteen (14) days. He will have a right of representation by his respective Union in the Appeals Committee.

13.22.9 Interdiction and suspension shall be lifted by the Vice Chancellor on recommendation of the HRMAC or the relevant disciplinary committee as the case may be.

13.23 Absence from Duty on Grounds of Illness

13.23.1 An employee who is absent from duty on grounds of illness shall produce proof of sickness/sick leave certified by a registered medical practitioner on resumption of duty.

13.23.2 The employee shall also make every effort to notify the Head of Department of his sickness.

13.23.3 Should the employee fail to produce a medical certificate within forty-eight (48) hours or to give satisfactory explanation for the absence, he shall be considered to have been absent without permission and his case shall be dealt with in accordance with the relevant disciplinary provisions.

13.24 Absence from Duty Without Leave or Reasonable or Lawful Cause

- a) Where an employee is absent from duty without leave or reasonable or lawful cause for a period exceeding twenty-four (24) hours and is not traced within a period of ten (10) days from the commencement of such absence, the employee's salary shall be stopped and action to dismiss the employee initiated.
- b) The employee shall be addressed a 'show cause' letter through his last known address by registered post giving a reasonable period within which to respond but not less than ten (10) days.
- c) The nature of the offence and the contemplated action shall be stated clearly in the letter. A scanned copy of the show because letter may be sent to the employee through electronic mail.

- d) If the employee does not respond, or where the response is found to be unsatisfactory, the disciplinary process shall be instituted.
- e) The decision of the Council or Vice Chancellor and the right of appeal or application for review shall be communicated to the employee within seven (7) days.
- f) If the employee does not resume duty or respond to the 'show cause' letter within a period of twenty-one (21) days, from the date of the show cause letter', the case shall be referred to the HRMAC for recommendation whether it is a case for summary dismissal.
- g) When an employee has been absent from duty without permission and subsequently resumes duty, he shall not be eligible for payment of salary for the period of absence and any amount erroneously paid to him shall be recovered from his salary.
- h) In cases of delay of stoppage of salary and an employee is subsequently dismissed on account of desertion, the erroneous payment shall be recovered from the employee who occasioned the payment.

13.25 Criminal proceedings

13.25.1 Where an employee has been charged with a criminal offence related to his employment:

- a) Disciplinary action, including summary dismissal may be taken against an employee who has been charged with a criminal offence and has not been released on bail or bond or lawfully set at liberty, without having to wait for the outcome of the criminal case in court.
- b) In all cases the correct procedures must be followed.

13.25.2 Care must, however be taken to ensure that procedures, including the framing of charges, are not interpreted to be in contempt of the court process. In all such cases, the advice of the Head of Legal will be sought.

13.25.3 In the event that criminal proceedings are preferred against an employee for offences which do not directly relate to the Council, the VC or his authorized officer may interdict the employee, pending internal investigations whether the University's rules and procedures have been breached and appropriate action taken.

13.26 Hearing Proceedings

13.26.1 Disciplinary hearing is an integral part of the disciplinary procedure as provided for in the Employment Act and the Fair Administrative Action Act.

13.26.2 The disciplinary hearing shall be conducted expeditiously, efficiently, lawfully, reasonably and in a procedurally fair manner in accordance with Article 47 of the Constitution and the Fair Administrative Action Act, No 4 of 2015.

13.26.3 The panel should comprise a minimum of three (3) members, and where the number exceeds three; it should be an odd number.

13.26.4 The panel may, where necessary, co-opt experts to assist in understanding the technical aspects of the discipline case.

13.26.5 To effectively carry out the hearing, the following procedure shall apply: -

- a) The Head of HR shall give a notice for hearing of not less than seven (7) days to the accused employee and other interested parties prior to the hearing date.
- b) In the notice, the accused employee shall be informed of his right to access information, materials, and evidence related to the case.
- c) The reporting employee and the accused employee together with their witnesses shall be required to attend the hearing proceedings at the same time.
- d) The accused employee shall be given an opportunity to cross-examine the reporting employee, together with witnesses.
- e) The defense of the accused employee together with his/her witnesses shall be heard after which the reporting employee shall be given an opportunity to cross-examine.
- f) Both parties may bring expert witnesses to testify on technical aspects on areas of expertise touching on the disciplinary case.
- g) The panel upon request by any of the parties may grant adjournment of the hearing if compelling reasons have been given.
- h) The hearing proceedings shall be recorded verbatim.
- i) At the end of the hearing, each party shall be given an opportunity to make their final submissions in writing.
- j) Where a union official, represents an employee or any other representative during the disciplinary hearing, the representative may cross examine the witnesses of the complainant and make final submissions on behalf of the employee.
- k) The hearing panel shall analyze the evidence gathered during the hearing proceedings and record its findings. While analyzing the evidence, the hearing panel shall consider the charges against the employee as captured in the show cause letter, written defence, witness statements, experts' statements among other relevant records.

13.26.6 The Panel after hearing the matter shall prepare a report consisting of the following:

- a) Background information leading to the relevant incident;
- b) Input from the witness or witnesses;
- c) The employee's response to the allegation(s);
- d) An analysis of the facts;
- e) A statement that all the entitlement of employee facing the disciplinary action have been observed;
- f) Details on any matter that may mitigate or aggravate the case if any;
- g) A statement on whether the charges against the employee have been proved; and

h) Recommendations.

13.26.7 The recommendations by Panel shall be submitted to Council for ratification.

13.26.8 The Panel's hearing shall be in accordance with provisions of service regulations, provisions of this manual and relevant labour law.

13.26.9 It must be based on principles of fairness as envisaged in the constitution and other enabling legislations.

13.26.10 The decision of the Panel will be communicated to the employee by the Vice - Chancellor within seven (7) days of the conclusion of the proceedings.

13.27 Surcharge

13.27.1 The University may resolve to surcharge an employee on account of misappropriation of money, property, malicious damage or misuse of the same.

13.27.2 The Vice Chancellor may resolve to surcharge the employee in full or an amount proportionate to the offence.

13.27.3 In all surcharge cases, a show cause letter must be issued and the employee allowed to submit his defense, and if the defense is not satisfactory be taken through fair administrative action process.

13.27.4 Surcharge cases should be implemented as follows:

- a) In monthly instalments that shall not exceed 25% of employee's monthly basic salary;
- b) At termination or expiry of contract, any outstanding amount of surcharge will be settled from the employee's terminal dues; and
- c) The employee will sign an undertaking to the effect that on termination or expiry of the contract period, any outstanding amount will be recovered from his terminal dues. The undertaking will remain in force after the separation of the employee from the University, until the full amount of surcharge is paid in full.

13.28 Retirement from the University

13.28.1 The Council or Vice Chancellor may, instead of imposing a penalty, require an employee to retire on any of the grounds of retirement prescribed under the Public Service Commission Act, 2017.

13.28.2 Such retirement may be allowed if the conditions and procedures prescribed under the PSC Act have been met and the Council or Vice Chancellor is satisfied that:

- a) The employee has raised mitigating factor/s which renders imposition of a penalty too harsh in view of the circumstances of the case;
- b) The length of service, benefits accrued, and previous good record of the officer justifies the retirement; or

- c) Imposing a penalty against the employee is likely to adversely affect the reputation of the Council or the public service generally.

13.28.3 In retiring an employee, the following process shall apply:

- a) The Vice Chancellor shall address a letter requiring an employee to show cause within fourteen (14) days why he or she should not be retired.
- b) The employee's representations shall within thirty (30) days be submitted to the HRMAC for deliberation and recommendation to the Vice Chancellor.
- c) The Vice Chancellor shall within fourteen (14) days submit his/her recommendations including relevant records and documents to the Council for decision.
- d) Where the Council is of the opinion that an alternative punishment be applied, the case shall be returned to the Vice Chancellor with instructions that a fresh show cause letter be issued in line with the contemplated disciplinary action.
- e) Where the Council concurs with the Vice Chancellor's recommendation, a decision will be made and communicated to the Vice Chancellor.
- f) The Vice Chancellor shall within seven (7) days convey the Council's decision to the employee, informing him of the benefits, if any.
- g) The Vice Chancellor shall also inform the employee of the right of appeal or review within the time provided for in the PSC Regulations.

13.29 Dismissal

13.29.1 If the Disciplinary Committee finds that an employee is guilty of a repeated minor offence, serious offences or gross misconduct may be dismissed from the service of the University.

13.29.2 A letter stating the facts of the case and giving reasons why dismissal is recommended will be sent to the employee and a copy of the letter placed in his personal file.

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

13.29.4 Any employee irrespective of the grade whose disciplinary actions leads to dismissal will be entitled to payment of any employment benefits in accordance with the provisions of the University's Staff Retirement Benefits Scheme.

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

13.30 Avenues for Appealing

13.30.1 Where an employee is aggrieved by the decision of the Disciplinary Committee; the employee shall be accorded a right to appeal as follows:

- a) Staff in grades 8-15 shall appeal to the Vice-Chancellor. The employee seeking to appeal against the decision of the Disciplinary Committee shall do so in writing within fourteen (14) calendar days of receiving the communication of the disciplinary action.
- b) An employee, in grade 8-15, who is not satisfied after this appeal to the Vice Chancellor, may appeal to the Chairman of the Council. The aggrieved employee shall appeal in writing within fourteen (14) calendar days of receiving the communication of the appeal outcome. The appeal to Council shall be determined by the Appeal Committee of Council. This will be the final avenue for appealing.
- c) Staff in Grades 6-7, shall appeal to the Chairman of the Council in writing within fourteen (14) calendar days of receiving the communication of the disciplinary action. The appeal to council shall be determined by the Appeal Committee of Council. This will be the final avenue for appealing.
- d) Staff in Grades 1-5 seeking to appeal against the decision of the Human Resource Committee of Council, shall appeal to the Chairman of the Council in writing within fourteen (14) calendar days of receiving the communication of the disciplinary action.
- e) The Vice Chancellor or Chairman of the Council as the case may be, shall cause the relevant appeals committee to be constituted to hear the appeal(s) within thirty (30) days of receipt of the appeals.
- f) In case and employee is dissatisfied, with the decision of Council, they may appeal to the Public Service Commission.

13.31 Procedure for Conducting Appeals

- 13.31.1 Appeals shall be heard within a period of ninety (90) days following the date on which the appeal is officially received at the University.
- 13.31.2 The appellant must demonstrate that the relevant Disciplinary Committee erred in law or in fact in arriving at the decision.
- 13.31.3 The appointed Chairperson of Appeals Committee depending on the grade of the employee being heard will chair the appeals hearing.
- 13.31.4 During the hearing of the appeal, the Appeals Committee shall not be required to adhere to the rules of evidence or procedures as applied in the court of law.
- 13.31.5 The written grounds of appeals lodged by the Appellant shall be readout to the Appeals Committee.
- 13.31.6 The Appeal Committee will thereafter go through the minutes of the Disciplinary Committee which heard the case in the first instance and all the documentary evidence tabled before the Committee during the hearing vis a vis the lodged grounds of appeal.

- 13.31.7 The Appellant will be given an opportunity to make representations by attending in person or not to attend and make representations in writing or both. The Appellant may be accompanied by a person of his choice.
- 13.31.8 The Committee will consider all the circumstances relating to the matter and come up with a resolution.
- 13.31.9 The Committee's decision shall either be by consensus or by a simple majority.
- 13.31.10 The decision will be communicated to the appellant in writing by the Vice Chancellor within fourteen (14) working days of the hearing of the appeal. The employee shall be informed of the right of application for review where applicable.
- 13.31.11 All disciplinary proceedings and associated documentation shall be kept confidential.
- 13.31.12 The record and decision of the Disciplinary Committee shall be furnished to the Human Resource Department and shall form part of the employees' records.
- 13.31.13 A person who is dissatisfied with or affected by a decision made by the Council on an appeal regarding a disciplinary case may apply for review of the decision within a period of six (6) months.
- 13.31.14 The Council shall admit the application for review if:
- a) fresh material facts arise which with due diligence could not be presented when the decision was initially made; or
 - b) there is an error apparent on the record of the earlier decision.
- 13.31.15 The Council may entertain an appeal or application for review out of time if, in the opinion of the Council, the circumstances warrant it.
- 13.31.16 Copies of all material evidence shall accompany an appeal or an application for review or documents that the appellant wishes to rely on.
- 13.31.17 All appeals and applications for review shall be forwarded to the Council even when they are time barred.
- 13.31.18 Appeals and applications for review shall only be entertained once.
- 13.31.19 Decisions on disciplinary action made by a Disciplinary Committee shall not be deferred or suspended pending the determination of the appeal or application for review by another panel where the avenue is provided for.

13.32 Composition of the Appeals Committees

- 13.32.1 The Appeals Committee for Staff in Grade 1-5 shall comprise of the Full Council.
- 13.32.2 The Appeals Committee of Council for Teaching Staff in Grade 6-7 comprise of:
- a) Chairperson appointed by the University Council - Chairperson;
 - b) Two Council members;

- c) The Principal Secretary in the Ministry for the time being responsible for the University Education;
- d) One Deputy Vice Chancellor;
- e) A Senior Member of Staff at Grade 4 and above;
- f) Head of Legal Services– In attendance.

13.32.3 The Vice Chancellor's Appeals Committee for Administrative Staff in Grade 8-15 shall comprise of: -

- a) Chaired by the Vice Chancellor or his nominated representative;
- b) One of the Deputy Vice Chancellor;
- c) One Director who will be Secretary;
- d) A Dean/Director not from the Department/unit of the employee; and
- e) A senior member of Staff from Grade 5 and above.
- f) Head of Legal Services – In attendance

13.32.4 In constituting the Appeals Committee of Council or the Vice Chancellor's Appeals Committee as the case may be, any member participating as a substantive member in the staff Disciplinary Committee shall not be appointed in any of the appeals committee which will be reviewing the decision of the lower committee.

13.33 Defense of Employees in Criminal and Civil Suits

13.33.1 When criminal or civil proceedings are instituted against an employee as a result of an act of omission by him in the course of his official duties, he may apply to the Vice Chancellor for assistance in his defense. If the Vice Chancellor is satisfied that the employee acted in good faith in the execution of his official duties and that it is in the public interest that the employee should be defended, he shall immediately report the matter to the Attorney General.

13.34 Civil Proceedings by Employees for Defamation

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

13.34.2 Where such a case occurs, the employee may apply for legal aid through the Vice Chancellor to the Attorney General. Legal aid will not be granted unless:

- a) The Government has a substantial interest in seeing that the defamatory statement is repudiated;
- b) There is, in the opinion of the Attorney General, a good prospect of success in the action; and
- c) The consent of the Attorney General shall be obtained before proceedings are commenced.

13.35 Court Summons

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

13.36 Civil Suit

- 13.36.1 When a criminal/civil suit is against an employee as a result of his official position or act of omission or the act done by him in the course of his official duty, the Council will provide legal representation.

13.37 Private Civil Cases

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

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SECTION 14: ALLOCATION OF UNIVERSITY HOUSES

14.1 Policy Statement

14.1.1 The University will endeavour to ensure that allocation of available housing units to its employees is done in an equitable and transparent manner.

14.1.2 The University will ensure that the housing units are of tenable state in accordance with stipulated building codes and regulations issued by Government from time to time.

14.2 Allocation of University Houses

14.2.1 The University may provide university houses for employees who are required to pay rents at prevailing market rates as determined from time to time by the Council.

14.2.2 Applications for University housing should be submitted to the Head responsible for Estates through the respective Head of Department.

14.2.3 The allocation of houses will be by a committee established by Management for the purpose.

14.2.4 On occupation of a university house, the Head responsible for Estates shall notify the DVC responsible for Administration for the purpose of rent recovery.

14.2.5 When an employee is allocated the house, they shall comply with rules and regulations of the Tenancy Arrangement.

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SECTION 15: HEALTH, SAFETY AND ENVIRONMENT

15.1 Policy Statement

15.1.1 The University is committed to ensuring a safe and healthy work environment and will strive to create a conducive environment for its employees by minimizing risks, health and safety hazards.

15.1.2 The University shall implement policies and programmes that assure protection of employees from hazards and risks. The policies and programmes will be implemented in compliance with the provisions of Occupational Safety and Health Act, and other Labour Laws.

15.1.3 The employer shall provide adequate office space to accommodate staff and furniture.

15.2 Guidelines to General Safety

15.2.1 The University shall maintain healthy and safe working conditions to ensure there is no personal injury caused by accidents. The measures include:

- a) Controlling health & safety risks arising from work activities;
- b) Providing a safe place of work with safe means of entry and exit;
- c) Ensuring safety of equipment and systems of work; and
- d) Availing necessary information, instruction, training and supervision to protect safety and health at work.

15.2.2 Employees have a responsibility to comply with safety arrangements that are in force within the University and are also under a legal obligation to take reasonable care for the health and safety of themselves and others.

15.2.3 Employees should report accidents, dangerous occurrences, unsafe circumstances and work-related ill health to their line managers.

15.2.4 The University will maintain a smoke-free working environment. Accordingly, no person shall be permitted to smoke or take any intoxicating substance while on the University premises.

15.2.5 Every employee is duty bound to maintain a clean and healthy working environment.

15.3 Emergency Preparedness

15.3.1 The University shall put in place measures to prevent and mitigate against accidents, explosions, fires, floods, terrorism threats, and will prepare and outline procedures to be followed in such events.

15.3.2 The Vice Chancellor will be responsible for ensuring that all employees, students and visitors are informed and are fully conversant with the emergency procedures.

15.4 Fire Precautions

15.4.1 The Vice Chancellor shall be responsible for ensuring that fire protection facilities are provided in all the buildings and that the facilities are adequate and

maintained as advised by Fire Officers and Occupational Safety and Health Officers.

15.4.2 The Vice Chancellor shall also be responsible for enforcing all necessary fire precaution measures as directed by both the Ministry responsible for Public Works and the Ministry responsible for Labour.

15.4.3 Precautionary notices shall be displayed in relevant areas and necessary training provided to staff.

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

15.5 Fire Prevention

15.5.1 The Vice Chancellor shall be responsible for providing advice and coordination in all matters concerning fire prevention, firefighting, fire protection and fire drills at the University.

15.5.2 The Vice Chancellor shall be responsible for the subsequent replacement of portable equipment and provision of refill for such equipment with advice from Fire Officers and the Occupational Safety and Health Officers.

15.5.3 Alterations shall not be carried out on buildings without prior consultation with the Fire Officers and the Occupational Safety and Health Officers (OSHA).

15.5.4 Any means of escape from a building shall be kept clear of any obstruction which would make it difficult for occupants of the building to escape in case of fire.

15.5.5 No hazardous or highly inflammable materials shall be stored in buildings without the approval of the Officer the responsible for safety and security in compliance with the OSHA, 2007.

15.5.6 Positions of firefighting equipment shall not be interfered with nor should firefighting equipment such as hose reels and extinguishers be used for purposes other than firefighting.

15.5.7 The University shall have a Safety and Health Committee appointed by the Vice Chancellor and constituted in accordance with OSHA, 2007 which shall advise the University on the management of occupational safety and health.

15.5.8 Fire Officers may recommend any measures which they deem necessary for purposes of safety. It is the responsibility of the employee to whom such recommendations are addressed to ensure that appropriate steps are taken to implement the measures with minimum delay.

15.5.9 Any employee who fails to implement such recommendations will be held personally responsible for the consequences and in case of subsequent fire outbreak; he will be liable for disciplinary action and/or prosecution.

15.5.10 The Vice - Chancellor shall ensure that:

- a) Firefighting teams are formed;
- b) Firefighting teams and employees are trained; and
- c) Firefighting drills are conducted at least once in every twelve months in accordance with the requirement of the OSHA, 2007 and;
- d) Fire Precaution signs and Health and Safety policy is displayed conspicuously in all offices.

15.6 Notification of fire

15.6.1 All fires, however small, must be reported to the Officer responsible for safety or other Government agencies i.e. the Police or any administrative office within twenty-four (24) hours. The building or premises so affected by fire must be guarded and no evidence should be interfered with until investigations are over.

15.6.2 It is the responsibility of whoever detects a fire to initiate alarm, inform the Police and fire brigade, and try to control the fire during its initial stages.

15.6.3 All University buildings shall be fitted with fire and smoke detectors, alarms, water storage tanks and pumps dedicated to firefighting only and separate from the normal water supply.

15.7 Medical Examination

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

15.7.2 The Vice Chancellor will ensure that all employees working in areas where the Public Health Act (Chapter 242) prescribes that they undergo periodic medical examination comply.

15.8 Provision of Protective Clothing and Uniform

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

15.9 Safe Use of Potentially Dangerous Equipment

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

15.10 Compensation to Employees in case of Injury or Death

15.10.1 Only accidents and occupational diseases arising out of and in the course of an employee's employment resulting to injury or occupational disease or death are compensable in accordance with provision of Work Injuries Benefits Act (WIBA).

15.10.2 Employees are expected to notify the employer of any injury within seven days.

15.11 Group Personal Accident Policy

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

15.11.2 The GPA covers permanent bodily injury or death arising from bodily injury caused solely by violent external visible means and provided such death occurs not later than six (6) calendar months after the accident.

15.11.3 A claimant should not be compensated twice for the same loss under GPA and WIBA.

15.11.4 Details on conditions for compensation and exclusions are found in the GPA Policy.

15.11.5 Any claim submitted after one (1) year will be time barred and will not be accepted as liability.

15.11.6 All claims under GPA should be reported by the insured, dependants or nominee in writing.

15.12 Reporting of Accidents and Occupational Diseases

15.12.1 Immediately an accident or development of an occupational disease resulting to death or injury to an employee is brought to the notice of the Supervisor under whom an employee is directly deployed, the Supervisor will notify the University's Occupational Safety Health Employee who shall make a claim for compensation in accordance with the procedure set out below.

- a) 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.
- b) The forms should then be forwarded to the Occupational Safety and Health Officer of the region in which the accident occurred and for non-fatal the Medical Practitioner who is attending to the injured employee.
- c) 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.

- d) Where the Director of Occupational Safety and Health Services finds anomalies or that the percentage given in the medical report is not in conformity with the provisions of the Work Injury Benefit Act (WIBA), he will decline to process the compensation.

15.12.2 The Vice Chancellor may either request the employee responsible for Medical Services in the Ministry responsible for Health Services to convene a Medical Board for reassessment of the University's liability to pay compensation or may request Officer in charge of Occupational Safety and Health Services in the Ministry responsible for Labour services to appoint a medical panel for re-assessment on the employee's diagnosis or injury.

15.13 Approval and Distribution of Compensation Approval and Distribution of Compensation

15.13.1 If it is considered by the University is liable to pay compensation, the Director of Occupational Safety and Health Services will send a demand note to the Vice Chancellor indicating the amount of money to be paid to the injured/sick employee or the dependants of a deceased employee.

15.13.2 The payment of the money due for compensation to the injured or deceased employee shall be made within ninety (90) days following the demand notice.

15.13.3 The injured employee or the dependant(s) of the deceased employee will sign a certificate of acknowledgement of payment and complete agreement form in triplicate.

15.13.4 Copies of such certificate and of the appropriate agreement form should then be distributed as follows: -

- a) One copy to be handed to the employee or, in case of fatal accident, to the dependant(s);
- b) One copy be retained by the Vice Chancellor; and
- c) The other copy to be retained by the Director of Occupational Safety and Health Services.

15.14 Recourse to Court

15.14.1 Where the employee is not satisfied with the amount of compensation computed by the Director of Occupational Safety and Health Services, he may raise an objection to the said Director.

15.14.2 In case the employee or the University is not satisfied with the decision of the Director (OSHS) in response to the objection raised, the aggrieved party may appeal to the Employment and Labour Relations Court.

15.15 Leave under WIBA

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

15.16 Insurance

15.16.1 The Vice Chancellor will also budget for funds to procure the requisite insurance policy to cover Work Injury Benefits to the injured employees in compliance with Section 26(4) of the Work Injury Benefits Act, 2007.

15.17 Risk Assessment

15.17.1 There shall be formed a Safety Committee with representatives from all Directorates, Divisions, Sections and Units under the Chairmanship of a person appointed by the Vice Chancellor.

15.17.2 This Committee will periodically carry out risk assessment of all Stations with the purpose of identifying hazards, analyzing the risk attached to them and initiate preventive action.

15.18 Reporting Injury, Serious Illness or Death

15.18.1 In case of an employee's injury, serious illness or death, an immediate report by telephone, or special means including e-mail should be made to the Vice Chancellor within 24 hours stating relevant particulars of the employee.

15.18.2 The Vice Chancellor shall inform the next-of-kin immediately and make them aware of the circumstances under which the employee sustained injuries or met his death.

15.18.3 In addition to the report referred to in provision 15.12.1.1, a death certificate should be submitted as soon as possible to facilitate processing of final dues.

15.18.4 The accident should also be reported to the Officer-in-charge of Occupational Safety and Health Services within 24 hours in accordance with the requirement of the Occupational Safety and Health Act, 2007.

15.19 Syndemic Diseases Control

15.19.1 The University recognizes the impact of syndemic diseases in the workplace and their far-reaching effects on productivity. The University is therefore committed to developing a programme to mitigate the effects of syndemic diseases.

15.19.2 It shall develop a workplace policy on syndemic diseases. The syndemic diseases are such as: HIV & AIDS, Sexually Transmitted Infections, Malaria, Leprosy, Tuberculosis and Lung Disease.

15.19.3 The main objective of the policy is to provide a framework for addressing syndemic diseases issues in the University.

- 15.19.4 No employee will be discriminated against and/or stigmatized on the basis of real or perceived infection with any of the syndemic diseases.
- 15.19.5 All Heads of functional areas have a responsibility to minimize the risk of disease transmission by taking the appropriate first aid and universal infection control precautions at the workplace. These include:
- a) Where fitness to work is impaired by illness, alternative deployment for such employees shall be arranged where possible;
 - b) Heads of functional areas will be required to demonstrate leadership in addressing emerging pandemics in the workplace through participation in awareness programmes and counseling for all employees. They will also be expected to be sufficiently informed about the disease in order to guide other employees in matters concerning the disease.
 - c) The Division responsible for Human Resource will include management of other emerging pandemics and related issues in the annual strategic and budget plans;
 - d) Employees have a responsibility to check their infection status through voluntary counseling and testing, taking appropriate precautions to protect themselves against infection and infecting others and to seek information and education on the disease and ways to combat it; and
 - e) Infection relating to any disease will not be a cause for termination of employment and infected employees will be allowed to work as long as they are fit and available for work.
- 15.19.6 No employee shall be compelled to disclose his infection status from any disease. In cases where employees are infected and require confidentiality, all reasonable precaution will be taken to ensure confidentiality and the employees' right to disclosure will be observed. Access to personal data relating to an employee's infection status will be bound by the rules of confidentiality.
- 15.19.7 The University will initiate a peer education programme to inform and educate its employees on prevention of emerging diseases, related care and support.
- 15.19.8 Employees who are infected or affected by any disease will be provided with counseling services to encourage them to cope with the status.
- 15.19.9 Management will allow employees infected or affected by any pandemic or any of its related conditions to work as long as they are medically able to perform and do not pose a danger to their own health and safety and the health and safety of others.
- 15.19.10 Pre-screening from syndemic disease infections shall not be a pre-requisite for employment.

15.19.11 Employees who have reservations working with a colleague who has a health condition may contact their supervisors or the Head of Human Resource and Administration who will cause appropriate counseling.

16.1.1 All employees have a role to play in the wider struggle to mitigate the effects of the syndemic diseases.

15.20 Fighting Stigma and Discrimination

15.20.1 No employee will be discriminated against and/or stigmatized on the basis of real or perceived health status. It will be an offence for any person to discriminate another on the grounds of actual, perceived or suspected infection with a syndemic disease in the workplace.

15.20.2 The Vice Chancellor will be at the forefront in providing a conducive working environment for the infected and affected employees. The University shall set up programs that will instill positive behaviour in the management of syndemic diseases.

15.20.3 The University shall take steps to minimize the risk of transmission of syndemic diseases by adopting First Aid/Universal infection control precautions at the workplace.

15.21 Privacy and Confidentiality

15.21.1 No employee shall be compelled to disclose his HIV status. In cases where employees with HIV inform Management of their situation, all reasonable precaution will be taken to ensure confidentiality and the employees' right to disclosure will be observed.

15.21.2 Access to personal data relating to an employee's HIV status will be bound by the rules of confidentiality.

15.21.3 Information, Education and Communication

15.21.4 The University will initiate a peer education programme to inform and educate its employees on HIV and AIDS prevention, care and support.

15.22 Care and Support

15.22.1 Employees who are HIV positive will be provided with counseling services to encourage them to cope with the status.

15.23 Counseling Services

15.23.1 Management will ensure that arrangements are made to provide counseling services to the employees for their well-being and in order to develop a psychologically healthy workforce as per the Public Service Policy on Guidance and Counseling.

15.23.2 Employees who have reservations working with a colleague who has a health condition may contact their supervisors or the Head of Human Resource who will cause appropriate counselling.

15.24 Drug and Substance Abuse

15.24.1 Addiction to drugs or substance will be treated like any other disease. An employee who is determined to deal with drug and substance abuse problem by engaging in rehabilitation services will be referred to a Medical practitioner for evaluation.

15.24.2 Employees shall be sensitized on the dangers of alcohol and drug abuse. The University will provide the necessary interventions in terms of educational forums, counselling and other therapeutic measures.

15.24.3 The University shall assist the employee access rehabilitation services in accordance with the provisions of the Medical Scheme.

15.24.4 An employee who has undergone counselling and rehabilitation for at least three (3) times and fails to attain desirable behaviour will be liable to disciplinary action which may lead to termination of service.

15.25 Guiding Principles in Management of Drug and Substance Abuse

15.25.1 The University 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; and
- c. Ensure that no employee is discriminated against in providing Drug and Substance Abuse rehabilitation services.

15.25.2 The employee will: -

- a) Report for duty and remain sober while at work;
- b) Create conducive working environment for each other;
- c) Seek advice and follow recommended treatment promptly once one suspects that he has a problem; and
- d) Recognize that problems related to drug/substance abuse are not an excuse for poor performance.

15.26 Protection of the Working Environment

15.26.1 The University shall take appropriate measures to protect and ensure a safe working environment for its employees.

15.26.2 All employees shall endeavour to protect the environment in the performance of their duties.

15.26.3 All actions that contribute to the air, water and environmental pollution should be prevented or minimized.

15.26.4 No employee shall be permitted to smoke tobacco or tobacco products while in the University's premises except in the designated areas.

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

15.26.6 Heads of Departments/Sections and Supervisors shall be responsible for inspecting their respective work places for environmental, health and safety hazards, and devise suitable measures for their management.

15.27 First Aid Kit

15.27.1 The University shall provide First Aid Kits in strategic points and in all vehicles. The standard First Aid Kit should have: -

- a) Antiseptic disinfectant/cream;
- b) Adhesive plaster;
- c) Dressing materials;
- d) Pain killers;
- e) Dissecting kit; and
- f) Snake bite reliever.

15.28 Security

15.28.1 The University will always put in place measures to ensure adequate security for all employees and equipment.

15.28.2 Employees leaving the office should ensure that all the windows are locked; the office equipment and lights are off before leaving.

15.28.3 Keys to filing cabinets, safes and offices containing classified materials shall be kept safely. Any loss or misplacement of keys must be reported to the Officer responsible for security.

15.28.4 Employees will be issued with identification cards to facilitate their entry into their work station.

15.28.5 The University will not be responsible for loss of money or valuables left unattended while in its premises.

15.28.6 Employees have a responsibility to ensure a safe and secure environment at all times.

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SECTION 16: EMPLOYEES' RECORDS

16.1 Policy Statement

- 16.1.1 The University will develop clear guidelines and procedures on records management in line with Public Archives and Documentation Service Act, Cap 19 Laws of Kenya. The University will ensure systematic control of all records from their creation to receipt through processing, retrieval, distribution and use to their ultimate preservation and disposal.
- 16.1.2 The University shall collect, maintain and use employees' personal information for official purposes and will ensure its accuracy, relevancy and confidentiality in conformity to applicable legal requirements. Access to classified records, shall be restricted to the "need to know" Principle.

16.2 Principles of Good Records Management

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

16.3 Classification of Records

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

16.4 Access to Personal Information

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

16.5 Reporting of Changes in Personal Records

- 16.5.1 Each employee is required to report any change in name, address, telephone number, marital status, number of dependants and next of kin.

16.5.2 In addition, the employee will submit any newly earned award(s) such as certificates and degrees to their supervisor and the Head of Human Resource.

16.6 Mail Management

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

16.7 Filing and Maintenance of Records

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

16.8 Electronic Document Management System

16.8.1 The University may establish an Electronic Document Management System (EDMS) to assist in management of records.

16.9 Records Control System

16.9.1 The University shall develop and use a file classification scheme that:

- a) Ensures consistency in file naming throughout the University;
- b) Provides a structure based on functions, as a starting point for developing a file title;
- c) Organizes, describes and links related records; and
- d) Provides improved access, retrieval, use and dissemination of information.

16.10 Storage Facilities and Equipment

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

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

- a) Current Records;
- b) Semi-Current Records; and
- c) Non-Current or Non-Active Records.

16.11 Records Survey and Disposal

16.11.1 The University shall undertake Records Survey by collecting information on the usage, maintenance and eventual disposal of records as guided by existing government regulations.

16.11.2 The purpose of the survey will be to: -

- a) Examine the storage conditions of records and the working environment;
- b) Determine the volume and physical location of records;

- c) Examine the filing classification schemes and indexing systems in place;
 - d) Determine the staff capacities;
 - e) Identify problems encountered in storage of records; and
 - f) Establish disposal procedures of non-current records.
- 16.11.3 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.
- 16.11.4 The University shall dispose off records in a systematic way by either transferring valuable records to the archives or any other authorized place of deposit or destroying inactive and valueless records.
- 16.11.5 The mode of destruction shall be by either pulping or shredding and recycling as appropriate.

16.12 Records Retention and Disposal Schedule

- 16.12.1 The University shall develop a records retention and disposal schedule which shall describe all types of records, indicate predetermined retention periods and prescribe disposal actions to be taken once a record is no longer needed for the conduct of current business.
- 16.12.2 Records not needed for current business will be removed from the records unit for storage in the archives.
- 16.12.3 The retention and disposal schedule once approved must be enforced and should be regularly updated.

16.13 Access Rules and Regulations

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

SECTION 17: LABOUR RELATIONS

17.1 Policy Statement

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

17.2 Union Membership

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

17.3 Recovery of Union Dues and agency fees

- 17.3.1 The University may deduct trade union dues from the salaries of union members and remit the monies so deducted into a specified account of the trade union.
- 17.3.2 Deductions from an employee who has resigned his union membership and notified the employer in writing shall be stopped. A copy of an employee's notification may be forwarded to the union for information.
- 17.3.3 The University may deduct agency fees as will be prescribed by the Cabinet Secretary Responsible for Labour as provided in the Labour Relations Act.
- 17.3.4 The University will provide a schedule with a list of employees being deducted the union dues or agency fees.

17.4 Dispute Resolution

17.4.1 Any trade dispute that arises concerning any aspect of the employer/employee relationship shall be resolved as provided for in the Labour Relations Act and any other relevant legislation.

17.5 Employee Participation in Strikes

17.5.1 An employee may participate in a strike if:

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

17.6 Institutional Framework for Negotiation

17.6.1 The University and recognized trade unions representing employees shall be guided by the Institutional Framework for negotiation with Trade Unions in the public service that has been developed by the Government whose objectives are to:

- a) Ensure that the collective bargaining process is compliant with the Constitution and the relevant legislations;
- b) Identify the parties recognized by law to engage in collective bargaining;
- c) Provide consistency and uniformity in the collective bargaining process;
- d) Provide a platform for consultations with all stakeholders;
- e) Provide a standard period for collective bargaining across the public service; and Promote labour relations and industrial peace.

17.6.2 The collective bargaining in the University may include salaries, allowances, benefits, and working conditions as shall be agreed upon from time to time.

SECTION 18: STAFF WELFARE

18.1 Policy Statement

- 18.1.1 The University recognizes that, in addition to offering pay benefits, and a healthy working environment to employees, their emotional and social needs should also be catered for as they discharge their duties.
- 18.1.2 The IPUCCF of FKE and recognized unions will negotiate terms that address the various social and health challenges confronting employees in the workplace.

18.2 Education Support for Staff and Dependants

- 18.2.1 The University may provide eligible employees with support of their own studies in the University and also to their nuclear family members.
- 18.2.2 The education support will be administered in accordance with the guidelines developed by the respective university.

18.3 Disability Mainstreaming

- 18.3.1 The University shall establish a Disability Mainstreaming Committee.
- 18.3.2 Disability Mainstreaming shall be as per the Disability Mainstreaming Policy.
- 18.3.3 The University shall ensure that persons with disabilities constitute at least five percent (5%) of its workforce.

18.4 Gender Mainstreaming

- 18.4.1 The University shall establish a Gender Mainstreaming Committee.
- 18.4.2 Gender Mainstreaming shall be as per the Gender Mainstreaming Policy.

18.5 Gender Based Violence

- 18.5.1 The University is committed to eliminating gender-based violence (GBV). The University recognizes that any form of GBV is punishable under the Kenyan Laws. For this reason, the University shall have zero tolerance to GBV at all organizational levels, be it formal or informal and/or at an individual level.
- 18.5.2 Further, the University is committed to creating and maintaining a conducive working and learning environment, free from any forms of GBV.

18.6 Formal complaints

- 18.6.1 The complainant shall write a formal letter addressed to the Head of the Department clearly describing the form of GBV suffered. The details of the complaint shall include the offender and also give the time and place in which the GBV took place. Upon receiving the complaint, the HoD shall in a period not exceeding 60 days conduct an investigation and make a report and recommendations to the Vice Chancellor on the appropriate action to be taken against the offender. The action to be taken shall be subjected to the laid down University procedures.

18.7 Staff Retirement Benefits

- 18.7.1 It is the responsibility of the University to ensure that employees' social security is safeguarded.
- 18.7.2 The University shall operate a defined contribution retirement benefit scheme for its staff under a trust for pensionable employees. The primary objective of the Fund is to provide retirement benefits to University staff or their dependants in the case of death of the member.
- 18.7.3 The University will endeavour to notify staff of their retirement date one year prior to retirement and organize/facilitate retirement sensitization training.

18.8 Implementation of Staff Welfare Matters

- 18.8.1 Staff Welfare matters will be processed through the HRMAC provided that in discussing agendas on matters welfare, the HRMAC will include a representative nominated by each of the unions.
- 18.8.2 In handling Staff Welfare matters, the HRMAC will rationalize:
- a) Needs and resources assessment to determine the needs, interests and concerns.
 - b) Program components and activities to be implemented based on the findings of the needs assessment.
 - c) Plan on wellness activities each year.
 - d) Resources available to enable the realization of the Staff Welfare Policy.
 - e) Programs of helping employees to balance work and family.

18.9 Demise in Service

- 18.9.1 In the event of demise of a member of staff, the University shall contribute towards the funeral expenses as per the rates determined by Council.
- 18.9.2 The Vice-Chancellor may give a condolence speech to the family during the burial occasion.
- 18.9.3 The University may provide transport subject to availability for members of staff willing to travel to the burial of an employee.
- 18.9.4 Members of staff will be informed by the Deputy Vice-Chancellor responsible for human resource of a bereavement of a colleague through an internal memo.
- 18.9.5 Facilitation for subsistence allowance shall be processed for only the driver assigned for the trip and the staff member nominated to present the message of condolence to the bereaved family.

18.10 Death of a Spouse/Child/Parent

- 18.10.1 The staff shall be granted the compassionate leave.
- 18.10.2 The Vice-Chancellor may give a condolence speech to the family during the burial occasion.
- 18.10.3 The University may provide transport subject to availability for members of staff willing to travel to the burial of an employee.
- 18.10.4 Members of staff will be informed by the Deputy Vice-Chancellor responsible for Human Resource of a bereavement of a colleague through an internal memo.

18.10.5 Facilitation for subsistence allowance shall be processed for only the driver assigned for the trip and the staff member nominated to present the message of condolence to the bereaved family.

18.11 Staff Welfare Benevolent Fund

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

18.11.2 Where a Benevolent Fund is established, the Management Committee of the Fund will submit regular reports to UMB.

18.11.3 Principles Governing the Benevolent Fund

- a) The benevolent groups must comply with the code of conduct and ethics.
- b) Contravention of the above shall result to disciplinary action in accordance with the disciplinary policy in this manual.
- c) Activities of the welfare groups shall not be in conflict with the interest of the University.
- d) The Fund shall be self-regulating.
- e) Employee consent is mandatory whenever University check-off system is requested.
- f) All staff will be encouraged to become members of the Staff Welfare Benevolent Fund with minimum contribution as determined from time to time by the Welfare Committee.

18.11.4 The scheme shall operate within the laid down policy, rules and regulations.

18.12 Sports and sporting activities

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

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

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

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

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

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

18.12.7 The University may organize sports days' events for Staff.

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

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

18.13 Staff Interactive activities

18.13.1 The University will promote interactive activities that will contribute to Staff bonding, socialization and personal development.

18.13.2 Examples of the interactive activities could be: Staff Choirs, Luncheons and dinners or participation in common hobbies.

18.14 Employee Assistance Programme (EAP)

18.14.1 The University recognizes that employees' health and work performance can be affected by personal or work-related problems.

18.14.2 The EAP is designed to assist the identification and resolution of problems associated with employees' impaired by personal concerns but not limited to health, family, financial, alcohol, drugs, legal, emotional, stress or other personal concerns and addictions which may adversely affect employees' productivity.

18.14.3 All employees shall have reasonable access to the EAP either through voluntary self-referral or from a referral by supervisors.

18.14.4 While participation in the program is voluntary, management will have the prerogative of formally recommending employees for assistance in circumstances where they are likely to benefit from the EAP.

18.14.5 The consequences of refusing to take advantage of such opportunities and of subsequently failing to change their behavior, shall be made clear to employees in situations where an employee is facing discipline or incapacity interventions.

SECTION 19: OFFICIAL COMMUNICATION

19.1 Policy Statement

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

19.2 General Guidance on Correspondences

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

19.3 The use of courier services is encouraged, where available.

- 19.3.1 All external communication touching on matters of the University shall be through the Vice Chancellor.
- 19.3.2 All official external communication to the University should be addressed to: -

The Vice Chancellor
UNIVERSITY NAME
P.O. Box:
Telephone:

Email:

Website:

19.3.3 All communication should have reference numbers for identification and control purposes.

19.3.4 Communication should be consistent, through the right channels and by the authorized persons.

19.3.5 The accepted modes of communication at the University include: email, telephone, letters, circulars, memoranda (memos), publications, short message service (SMS), social media (on general public awareness issues) and deliberations at meetings. The principle of "Need to Know" should be observed in such communications.

19.3.6 Indulgence by employees in communication sites and modes that are of no benefit to the University during working hours should be avoided.

19.3.7 Heads of Departments shall ensure the policy is implemented within their Departments, and Sections. They shall also ensure dissemination of relevant information to employees and relevant stakeholders.

19.4 Classified correspondence

19.4.1 The University shall adopt the Government of Kenya Security Manual which contains instructions regarding classified correspondence.

19.4.2 The appropriate classification shall be clearly marked at the top and bottom of every page of all classified documents.

19.4.3 The Vice chancellor will be held responsible for ensuring that the most careful attention is paid to security matters in all offices under his control.

19.5 Internal Communication

19.5.1 The University shall use the following channels when communicating with members of staff:

- a) Internal memos/circulars/letters;
- b) Emails and Short Messaging Service (SMS);
- c) Social Media platforms for example: Tiktok, Facebook, WhatsApp. X twitter;
- d) Telephone calls;
- e) Notices Boards;
- f) E-bulletins;
- g) Staff meetings;
- h) Internal newsletters/publications;
- i) Internet; and
- j) Website.

19.6 Memoranda and Circulars

19.6.1 With regards to memoranda and circulars, the following shall apply: -

- a) All memoranda/letters/circulars should be done using relevant subject file and folioed accordingly;
- b) Internal memos shall be used for communication within the University;
- c) Circulars shall be used for communication with external stakeholders to inform on policies and new developments;
- d) Employees should be briefed on the contents of such memoranda/circulars through staff meetings, visible notices, internet, bulletins and internal publications;
- e) The action and receiving employees should sign off the relevant files in use to allow for traceability; and
- f) All correspondences should be channeled through the immediate supervisors.

19.7 External Communication

19.7.1 Communication with the general public shall be through the Vice Chancellor and shall include the use of:

- a) Print media-newspapers, periodicals, journals, magazines, circulars, letters, pamphlets, emails, brochures, fliers and posters;
- b) Electronic Media-Radio, TV, Internet and Website;
- c) Social media- including social networks and group Short Message Service (SMS);
- d) Verbal Communication comprising of formal presentations in meetings, seminars, conventions, conferences, workshops and speeches;
- e) Bill Boards and Publicity posts; and
- f) Other communication channels including exhibitions, displays and sponsorships.

19.8 Use of University Letterheads for personal issues

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

19.9 Official Seal

19.9.1 The use of the official seal must be as approved by Council.

19.9.2 Use of impressions of the official seal shall not be allowed.

19.10 Corporate Identity/Image

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

- a) The University shall maintain a recognizable and maintain consistence corporate identity throughout the offices, assets, publications and presentations;
- b) Corporate identity is enhanced by the logo, letterhead and the corporate colors;
- c) The use of the corporate logo for private purposes is strictly prohibited.

19.11 Media Relations

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

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

19.12 Spokesperson

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

19.13 Complaints Management

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

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

19.14 Telephone Facilities

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

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

19.15 Inventions and Innovations

19.15.1 Where an invention or innovation is in all respect alien to the employment of an employee, he shall normally be granted the full rights in such invention in accordance with Intellectual Properties Act.

19.15.2 Where an invention or innovation is connected with facilities arising out of the employment of an employee, the question of his rights and those of the Government shall be referred to the relevant Government body/bodies.

SECTION 20: REMOTE WORKING

20.1 Definitions

- 20.1.1 Remote working is a work arrangement that permits an employee to conduct all or some of their work at an approved alternative worksite such as the home or in office space near to the employee's home. Remote working may take any of the following forms:
- a) Occasional Remote Work: These are ad hoc requests to work remotely that are not regularly scheduled and are not long-term. These requests are infrequent and are approved on a case-by-case basis. They do not require a Remote Work Agreement to be completed.
 - b) Regular Hybrid Working Arrangement: Regular hybrid working arrangements can be for a defined length of time. Employees working a hybrid schedule will routinely return to work station to conduct work-related activities. New hybrid arrangements must begin with a trial period of at least two months, and then may be adjusted or discontinued at-will or at any time at the request of either the employee or the University.
 - c) Fully Remote Work: Employee will perform all duties from a remote work location.

20.2 Policy Statements

- 20.2.1 Remote working arrangement is not an entitlement, and is based on the needs of the job, work group and organization, and the employee's past and present levels of performance.
- 20.2.2 Remote work is not intended to permit employees to have time to work at other full-time jobs, or to run their own business during their scheduled work hours.
- 20.2.3 Failure to fulfill normal work requirements, both qualitative and quantitative, may be grounds for disciplinary action or termination of the remote work arrangement and/or termination from employment.

20.3 Eligibility

- 20.3.1 The decision to allow remote work will be made on a case-by-case basis for each employee with the understanding that approval can be rescinded at any time.
- 20.3.2 Remote work is appropriate only when both the abilities of the employee and the nature of the work to be done meet the minimum criteria outlined below.
- 20.3.3 The DVC responsible for HR may apply more rigorous criteria when determining whether an employee and a position are appropriate for a remote work arrangement.
- 20.3.4 An employee's readiness for remote or hybrid work should be considered. Some employees may be better prepared to manage the requirements of remote work arrangements.

20.3.5 New employees must be employed for at least six months prior to being eligible to apply for remote work.

20.3.6 The Vice Chancellor may waive this requirement under special circumstances.

20.3.7 A decision to refuse a request for remote work or to withdraw an approved arrangement shall be in writing and state the reasons.

20.3.8 The employee may appeal the decision to the Vice-Chancellor within fourteen days.

20.4 Criteria

20.4.1 The criteria for consideration if an employee is suited for remote working will be among other the following:

- a) The employee must not be in a probationary period of employment.
- b) The employee has demonstrated sustained high performance, and the abilities to:
 - i) Successfully organize and manage time and work independently and productively with minimal supervision.
 - ii) Ability to prioritize work and meet deadlines
 - iii) Effective communication with internal and external parties
 - iv) Self-motivated, and a solid understanding of their role and expectations.
- c) The Head of Department and DVC responsible for HR believe that the employee can maintain the expected quality and quantity of work while working remotely.
- d) The employee's position involves measurable work product.
- e) Operational needs of the department are met.
- f) The employee is able to provide the security necessary to protect any University equipment used at the site.

20.4.2 Criteria for when remote work should not be considered:

- a) The nature of the job requires the employee's physical presence.
- b) The employee requires close or frequent supervision, direction, or input from others on campus.
- c) The employee requires access to information or materials that are available only at the regularly assigned workplace. The employee's performance reviews do not indicate a sustained high performance, or indicate a record of disciplinary action or attendance concerns.

20.5 Guidelines and Requirements

20.5.1 Remote working Agreement which shall clearly state the terms of engagement.

20.5.2 Employees wishing to work remotely either fully remote or hybrid must complete and sign the Remote Work Agreement (the “Agreement”).

20.5.3 The Agreement must be signed by the employee’s Head of Department and DVC Responsible for HR.

20.5.4 A copy of the signed Agreement must be forwarded to the Human Resources Department for reference and filing.

20.5.5 The remote working agreement shall capture the following:

- a) Employee’s certification as suitable for remote working;
- b) Reasons for the remote work;
- c) Declaration of the alternative work station;
- d) Schedule of work;
- e) Equipment; and
- f) Approvals.

20.5.6 Remote work cannot begin before the Agreement has been signed.

20.5.7 Requirement to Comply with the University’s policies and procedures

20.5.8 Employees who have been granted approval to work remotely are not exempted from complying with established University policies and procedures.

20.5.9 A specific work schedule, including work days and hours, must be established in writing.

20.5.10 Employees working remotely must maintain a normal workload, and when they are unable to work due to illness must report their absence to their supervisor according to normal established department and University procedure.

20.5.11 The employee who wishes to be relieved of duty for all or part of the day/days must follow University procedure for requesting time off and must use annual leave, sick leave or any other type of leave.

20.5.12 Employees must be onsite as necessary to attend meetings, training sessions or similar events. They must be available at all times for the faculty, staff and student needs.

20.5.13 Any changes to the normal schedule or work site must be reviewed and approved by the supervisor in advance of the change.

20.5.14 Heads of Department shall measure and monitor the productivity of remote work arrangements and establish goals for completion of tasks, assignments, and deliverables.

20.6 Remote Working Environment

- 20.6.1 The employee should ensure that there is a strong and consistent internet connection available in order to support the work they are to carry out. Where there are connection issues affecting the remote worker's ability to carry out their duties, they must contact Management immediately.
- 20.6.2 The employee may be eligible for airtime/data allocation to be topped up as Council will determine from time to time.
- 20.6.3 Employees should ensure that they have a suitable environment in which they can focus on work, free from disruption e.g., by having adequate care arrangements in place for dependents who may be at home during working hours.
- 20.6.4 The environment must also be safe and comfortable and fulfil all Health & Safety requirements.
- 20.6.5 Staff members working remotely must ensure that they are readily available when colleagues and stakeholders would expect to reach them during the working day, are able to receive calls and/ or attend virtual meetings throughout the working day when not teaching.
- 20.6.6 For insurance and safety reasons, remote workers must not hold meetings with clients, colleagues or any non-University Members in person at their home unless otherwise authorized/requested by the University. Where meetings in –person meetings are required, these should take place on University premises wherever possible, or in an alternative and suitable meeting space.
- 20.6.7 Employees should adhere to the University dress code, and must ensure their on-screen background depicts a professional setting, using background filters.
- 20.6.8 Where meetings take place via video/ conference calls, remote workers must ensure that they can hold the call with minimal disturbances, that confidential information is not overheard, and safeguarding is adhered to.
- 20.6.9 Home address and other personal details must not be disclosed to students or their families.
- 20.6.10 The University assumes no liability for injuries occurring in the employee's home workspace outside of work hours. Employees working remotely are responsible for notifying Human Resources if they are injured while at the off-campus work site and in conjunction with their regular duties.
- 20.6.11 The employee is liable for any injuries sustained by visitors to their remote work site where the same was not authorized.

20.7 Remote Working Equipment

20.7.1 The University is not responsible for costs associated with setup of an employee's remote work space such as remodeling, furniture, lighting, internet/WIFI, nor for repairs or modifications to remote work spaces.

20.7.2 However, for Employees on full time remote working arrangement, the University may provide any necessary equipment as appropriate to a remote working role.

20.7.3 The following will apply to any equipment provided:

- a) It remains the property of the University.
- b) It must not be removed from the employee's declared work station without the authority of Management.
- c) It must not be used other than for work purposes unless otherwise agreed.
- d) The employee is responsible for taking reasonable care of the equipment.

20.7.4 The employee will be responsible for any damage to equipment which goes beyond normal wear and tear, including the damage caused when transporting the equipment.

20.7.5 The employee must report any damage to or malfunction of the equipment to Management as soon as possible.

20.7.6 The University has the right to install a security and monitoring gadget to any equipment provided.

20.7.7 Remote workers will be required to sign a deduction from pay agreement for any equipment provided and as guided further by the relevant asset retention and disposal policy.

20.7.8 Employees may be requested to allow other employees of the University, or contractors acting on the University's behalf, to have access to their home, in order that those employees or contractors may:

- a) Install, inspect, replace, service, repair or maintain Company equipment.
- b) Carry out a risk assessment.
- c) Collect items belonging to the Company on termination of employment, if they have not already been returned within the period requested.

20.8 Information Management Security

20.8.1 The employee must comply with the regulations and policies of handling documents and information.

20.8.2 Restricted access materials must not be taken out the declared work station, copied, or compromised in any way.

20.8.3 Employees will be expected to ensure the protection of the equipment and information accessible from their home or remote work location.

20.9 Taxes and Insurance

20.9.1 Income taxes will be withheld based on the Kenyan Laws and not based on the laws of the jurisdiction of the location from which the employee is working.

20.9.2 Employees working remotely are responsible for tax consequences and other legal implication that may occur, including local zoning restrictions.

APPROVED BY PSC

SECRETARY / CEO
PUBLIC SERVICE COMMISSION
P.O. Box 30095 - 00100
NAIROBI

SECTION 21: EMPLOYEE SEPARATION

21.1 Policy Statement

- 21.1.1 The University is committed to ensuring a smooth exit of its employees. It shall ensure timeliness and effectiveness in processing of benefits due to an employee.
- 21.1.2 This policy is to provide a process for discharging employees who leave the University by:
- a) Ensuring equitable and consistent application of the policy to all employees;
 - b) Ensuring balance between support for individual in transition and interests of the University;
 - c) Ensuring compliance with applicable laws; and
 - d) Ensure benefits due are discharged within the required timelines.
- 21.1.3 Except in the case of death, only formal written communication from either employee or the University will constitute intention to separate.
- 21.1.4 All employees leaving the services of the University will be required to complete a clearance form, an exit interview form and the prescribed declaration of wealth form, the official secret acts form and KRA clearance and submit the same to the Head of Human Resources and Administration.
- 21.1.5 Prior to the last day of service, the employee will be expected to clear and handover to the immediate supervisor.
- 21.1.6 The Head of HR in liaison with Head ICT will ensure that all applicable information communication and technology system authorizations, access control are deactivated, internal and external financial authorizations, demobilized access to University safes is withdrawn (where applicable) with effect from the last working day.
- 21.1.7 Upon termination of an employee's services from the University, the immediate supervisor will ensure that the employee has surrendered the following among others:
- a) Medical card, employee identity card and any other official card(s) in their possession;
 - b) Office and desk keys and other keys in their possession;
 - c) Tools, equipment, user manuals, including CD's, DVDs and external storage devices if any;
 - d) Laptops, mobile phones, modems, and any other portable communication devices;
 - e) Safe codes and transaction codes if any; and
 - f) Settle any outstanding the University's debts.
- 21.1.8 The University will issue a certificate of service to all employees leaving the services of the University upon complete clearance.

21.1.9 Benefits including pension contributions under the Staff Retirement Benefits Scheme will be paid in accordance with this manual, the Trust Deed and Rules and provisions of Retirement Benefits Act.

21.1.10 The University shall ensure that pensionable employees who qualify for terminal benefits access their benefits from the University's pension scheme. All employees serving on fixed term contract will be eligible for payment of service gratuity in accordance with their respective terms of service.

21.1.11 In all cases of separation (except death), the VC shall always ensure that exit interviews are conducted.

21.2 Forms of Exit

21.2.1 An employee may exit the University under the following circumstances: -

- a) Resignation;
- b) Termination of employment;
- c) Dismissal;
- d) Expiry of contract;
- e) Retirement;
- f) Death; and
- g) Redundancy/ abolition of office

21.3 Grounds of Retirement

21.3.1 An employee can retire on the following grounds:

- a) On attainment of mandatory retirement age;
- b) Under 50-Year Rule;
- c) Medical grounds;
- d) Re-organization and abolition of office; and
- e) Voluntary after service of five (5) years subject to meeting other conditions related to retirement.
- f) In cases of exit (except death), the Registrar Administration and Human Resource shall ensure that exit interviews are conducted.

21.4 Resignation

21.4.1 Employees may resign voluntarily from the University by giving notice in writing as per the terms and conditions of service to the Vice Chancellor through the Deputy Vice Chancellor responsible for Human Resource or by paying equivalent salary in lieu of notice.

21.4.2 However, either side may terminate the employment without notice upon payment to the other party of the salary in lieu of notice.

- 21.4.3 An employee may not give notice of his intention to terminate employment while on any form of leave excluding a situation in which sick leave has been exhausted and it seems that the employee is unlikely to resume duties in the near future.
- 21.4.4 Upon resignation/ termination of service, an employees' annual leave shall be calculated on a pro- rata basis until his last day of service. At the discretion of the Vice Chancellor, an employee may take his leave as part of the notice period required.
- 21.4.5 Any lapse in the work standards of an employee who has resigned and is serving the period of notice may result in the loss of outstanding benefits accrued including leave days earned.
- 21.4.6 Any employee wishing to resign should submit his resignation stating the reasons for resignation and the effective date of resignation.
- 21.4.7 Employees who resign after providing adequate notice as explained above will be entitled to benefits, accrued leave, and pension/gratuity as may be applicable.
- 21.4.8 An employee who resigns will cease to belong to the University's medical scheme with effect from the date of resignation.
- 21.4.9 On resignation, an employee will be required to refund all outstanding monies/liabilities owed to the University. Any amount due to the employee may be withheld and applied towards any sums owed by him. If any liabilities are outstanding, the matter will be referred to the Vice Chancellor for legal redress.
- 21.4.10 The Vice Chancellor shall confirm acceptance of resignation in writing.

21.5 Termination of Contract

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

21.6 Dismissal

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

21.7 Retirement

21.7.1 Mandatory Retirement Age

- a) Non-teaching Staff will be required to retire from the University on attaining the mandatory retirement age of Sixty (60) years.
- b) However, non-teaching staff registered as persons with disabilities will retire on attainment of sixty-five (65) years as provided by relevant Government regulations.
- c) For the Teaching and Technical Staff, the retirement age will be as guided by PSC through policy guidelines from time to time.

21.7.2 Retirement under “50 Year Rule”

- a) On attainment of the age of fifty (50) years, an employee, may opt to retire under fifty (50) year rule.
- b) An employee will normally be required to give one (1) month notice of his intention to retire under the “50 years” rule.

21.8 Retirement on Medical Grounds

21.8.1 Where it appears to the Vice Chancellor that an employee is unfit for continued service on medical grounds (or at the request of the employee), he shall forward the case to the Council who shall refer the case to the Director General for Health, Ministry of Health.

21.8.2 Director General for Health, Ministry of Health shall forward a report to the Council within a period of one (1) month after appearance of the Employee before the medical board.

21.8.3 The employee may, thereafter, be retired on medical grounds.

21.8.4 On receipt of the recommendations of the Medical Board, retirement on medical grounds will be ratified by the Council.

21.9 Retirement on Abolition/Re-organization of Office

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

21.10 Termination on account of redundancy

21.10.1 The Council shall not terminate a contract of service on account of redundancy unless the employer complies with the following conditions:

- a) where the employee is a member of a recognized trade union, the employer notifies the union to which the employee is a member and the labour officer in charge of the area where the employee is employed of the reasons for, and the extent of, the intended redundancy not less than a

month prior to the date of the intended date of termination on account of redundancy;

- b) where an employee is not a member of a recognized trade union, the employer notifies the employee personally in writing and the labour officer;
- c) the employer has, in the selection of employees to be declared redundant had due regard to seniority in time and to the skill, ability and reliability of each employee of the particular class of employees affected by the redundancy;
- d) where there is in existence a collective agreement between an employer and a recognized trade union setting out terminal benefits payable upon redundancy; the employer has not placed the employee at a disadvantage for being or not being a member of the trade union;
- e) the employer has where leave is due to an employee who is declared redundant, paid off the leave in cash;
- f) the employer has paid an employee declared redundant not less than one month's notice or one month's wages in lieu of notice; and
- g) the employer has paid to an employee declared redundant severance pay at the rate of not less than fifteen (15) days pay for each completed year of service.

21.10.2 Subsection (1) shall not apply where an employee's services are terminated on account of insolvency as defined in Part VIII in which case that Part shall be applicable.

21.10.3 The Cabinet Secretary may make rules requiring an employer employing a certain minimum number of employees or any group of employers to insure their employees against the risk of redundancy through an unemployment insurance scheme operated either under an established national insurance scheme established under written law or by any firm underwriting insurance business to be approved by the Minister.

21.11 Death

21.11.1 In the unfortunate event of an employee's death, the legal beneficiary shall be paid accrued benefits in line with University's Pension Scheme.

21.11.2 Separation as a result of death is effective from the date of death.

21.12 Indemnity Certificate

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

21.13 Clearance Certificate

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

21.14 Certificate of Service

21.14.1 An employee leaving employment will be issued with a Certificate of Service in the form prescribed in the Employment Act.

21.15 Exit Interviews

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

21.15.2 The purpose of the exit interview is to seek information from the employee as to their experience of employment with the University and to identify areas for improvement.

21.15.3 The results of the interview shall be documented and kept in the Staff Exit Interviews file for reference by the University.

21.16 Retirement Benefits

21.16.1 The University shall operate a mandatory contributory Pension Scheme for eligible employees.

21.16.2 The contribution for retirement benefits shall be 20 percent (inclusive of NSSF) employer contribution and 10% employee contribution.

21.17 Payment of Service Gratuity

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

APPROVAL

Title : Human Resource Policies and Procedures Manual

Contact : Deputy Vice Chancellor responsible for Human Resource

Approval Authority : The University Council

Commencement Date: Day of..... 202.....

SIGNED

Vice Chancellor/Secretary to the Council

Date

Chairman of Council

Date



APPENDIX 1: PERSONAL DATA FORM

UNIVERSITY NAME

PERSONAL BIODATA

Name of Employee:.....
National I/D:.....
P/Port No:..... Expiry Date.....
NSSF No
NHIF No.
KRA PIN Gender
Nationality County of Origin
Ethnicity
Indicate if having a disability ...Yes No.....
If Yes, indicate the form of disability
NCPWD Reg. No. Marital Status:
Name of Spouse: (if applicable)
Current Address:..... Tel No.

IN CASE OF AN EMERGENCY PLEASE CONTACT:

Name:.....
Relationship:.....
Address:..... Email:
Office Telephone:..... Mobile:

IN CASE OF DEATH (NEXT OF KIN): Note this is the person whom the University will contract for direction on how to process the death benefits.

Name:.....
Relationship:.....
Address:.....
Office Telephone:..... Mobile:

Date Employed at UNIVERSITY NAME:

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

ACADEMIC BACKGROUND AND EXPERIENCE

Education Background

Education Background	Year	Institution
Doctorate		
Masters		
Bachelors		
Diploma and other certificates		
KCSE/KACE/KCE /EACE/ AS APPLICABLE		
KCPE/CPE		

PROFESSIONALS QUALIFICATIONS

Indicate your professional qualifications

Qualification	Certification Body	Year of Certification

EXPERIENCE

Indicate your background experience before joining the institution starting with the most recent.

Organization	Position	Job Grade/Group	Years of Service

CONTACT INFORMATION

Residential Address:

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

Street: House Telephone(Cell) No: Alternative no.....

Permanent Post Office Address:

Email

Declaration:

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

Date: Signature:

(dd-mm-yyyy)

APPROVED BY PSC



APPENDIX 2: APPLICATION FOR EMPLOYMENT FORM

UNIVERSITY NAME		
SAMPLE APPLICATION FOR EMPLOYMENT FORM		
Please complete this form in BLOCK letters as appropriate and submit to the Vice Chancellor, UNIVERSITY NAME, P.O.BOX Kenya, or apply On-line via the University's Website at www.UNIVERSITY.ac.ke		
Vacancy/Post: Vacancy No:..... Department:.....		
Name of applicant:..... (Surname) First Name Other Name(s): Title: (Prof/Dr/Mr./Mrs./Miss/Ms/Rev) Date of Birth: (dd-mm-yyyy) Gender: Male ☐ Female ☐ Nationality:..... ID..... Passport No..... Employment / PNo:..... Address: Postal Code: Home District: Division:..... Constituency:.....		

Telephone: Mobile: E-mail address:

Alternative contact person: Telephone:.....

Department:.....Station:

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

Effective date:.....

(dd-mm-yyyy)

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

Effective date:..... (dd-mm-yyyy)

Terms of Service ☐ Permanent & Pensionable ☐ Contract ☐

Casual ☐

4. Applicants in Private/NGO/ Other Sectors

Current employer: Position held:

Effective date:

Salary (monthly) Ksh.

Indicate the language(s) you are proficient in:.....

Do you have any form of disability? Yes ☐ No ☐

If yes give details:.....

Have you ever been convicted of any criminal offences or a subject of probation order? Yes ☐ No ☐

Have you ever been dismissed or otherwise removed from employment?

Yes ☐ No ☐

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

Effective date:

(dd-mm-yyyy)

Have you ever been interviewed by UNIVERSITY NAME before?

Yes ☐ No ☐

If Yes, State the Post:

Interview date:

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

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

Year	Institution/ UNIVERSITY	Courses	Details

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

Briefly state your current duties, responsibilities and assignments

.....

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

.....

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

1. Full Name:.....
 Address:.....
 Telephone No.....
 E-mail address:
 Occupation:.....

Period for which he/she has known you:

2. Full Name:.....
 Address:.....
 Telephone No:.....
 E-mail address:
 Occupation:.....
 Period for which he/she has known you:

Declaration:

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

Date:

(dd-mm-yyyy) Signature of the Applicant

APPENDIX 3: NEXT OF KIN FORM

UNIVERSITY NAME

NEXT OF KIN FORM

PARTICULARS OF EMPLOYEE

.....
Surname First Name Middle Name

Employment Number.....

Physical Address.....

Mobile Number.....

PARTICULARS OF NEXT-OF-KIN

Note: This is the person the University will contact in the event of death for direction on how to process any benefits.

Full Name.....

Relationship to employee.....

Physical Address.....

Mobile Number.....

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

traced)

Full Name.....

Relationship to employee.....

Physical Address.....

Mobile Number.....

Signature of employee..... Date.....

APPENDIX 4: NOMINATION OF BENEFICIARIES FORM

UNIVERSITY NAME NOMINATION OF BENEFICIARY(S) FORM

Staff Name..... National ID
No.....

PF Number.....

Nomination of Beneficiary (s)

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

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

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

Staff Signature Date.....

Witness Name PF,NO/ID No.....

Signature Date.....

APPENDIX 5: CERTIFICATE OF SERVICE

UNIVERSITY NAME INSERT UNIVERSITY LOGO

CERTIFICATE OF SERVICE

Name.....

Last Position held.....

Department.....National I.D. No

Date of joining institution.....Last date of service.....

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

Signed by

Date.....

DVC RESPONSIBLE FOR HUMAN RESOURCE (or the authorized officer).

APPROVED BY PSC

SECRETARY / CEO
PUBLIC SERVICE COMMISSION
P.O. Box 30095 - 00100
NAIROBI

APPENDIX 6: TRAINING BOND

UNIVERSITY NAME

TRAINING BOND

Know all men by these presents that we (1) (Trainee's full name).....of (full address)..... (Hereinafter referred to as Obligor) and (2) (1st surety)... of and (3) (2nd Surety)..... of..... (Hereinafter referred to as the sureties) are jointly and severally held and firmly bound unto the UNIVERSITY NAME established under the UNIVERSITIES Act, 2012 hereinafter called the University in sum of... of good and lawful money of Kenya to be paid to the said for which payment well and truly to be made we bind ourselves and each and every one of us jointly and severally for and in the whole, our heirs, executors, and administrators and every one of them firmly by these presents.

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

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

Details of Course..... Institution admitted to..... Possible start date of course..... Possible end date of course.....

SIGNED by the above bounded

Obligor.....

Trainee (Signature) In the presence of:

(Witness).....

(Address of Witness).....

SIGNED by the above bounded First

Surety.....

In the presence of:

First Surety

(Witness).....

(Address of Witness).....

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

Second Surety

In the presence of:

(Witness).....

(Address of Witness).....

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

Designation:.....

Comments:.....

.....

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

Comments (Head of Department).....

.....

.....

Signature:

Date:.....

For Human Resources Department use only

Comments (Human Resource Employee).....

.....

Signature: Date:.....

Application approved/not approved by Head of Human Resources Department

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

APPROVED BY PSC

SECRETARY, CEO
PUBLIC SERVICE COMMISSION
P.O. Box 30000 NAIROBI
Tel: 011-254700100