



INDEPENDENT POLICING OVERSIGHT AUTHORITY

HUMAN RESOURCE POLICIES AND PROCEDURES MANUAL

FIRST EDITION

FEBRUARY 2015

FOREWORD

The Independent Policing Oversight Authority (IPOA) Act No. 35 of 2011 was enacted on 18th November, 2011 to provide for civilian oversight of the work of the Police. According to Section 5 of the Act, the main objectives of the Authority are to hold the Police accountable to the public in the performance of their functions, give effect to the provision of Article 244 of the Constitution that the Police shall strive for professionalism and discipline and shall promote and practice transparency and accountability and to ensure independent oversight of the handling of complaints by the Service.

The IPOA Board was sworn into office in June 2012. Thereafter, the Board embarked on the journey of laying the foundation for operations of the Authority.

A key foundational requirement in the operationalization of the Authority involved the development of internal policies to guide its endeavours in the execution of its mandate. In this regard, the Management in consultation with the Board developed this Manual which contains human resources policies and procedures and a code of conduct for both the Board and staff members.

Supported by this manual, the Authority plans to attract and retain qualified, experienced and high performing staff to implement its mandate and vision. Consequently, this manual espouses best HR practices aimed at implementing IPOA's human resource objectives and strategies.

This manual will serve as a reference guide to the Authority's Board and employees on the HR policies and procedures as well as the rationale and principles of how they should be implemented and enforced. The in-depth articulation of the Authorities' policies and procedures includes; terms and conditions of employment besides entitled benefits for the Board and employees. The manual should therefore be read in conjunction with the letters/contracts of employment which stipulate the general terms and conditions of employment including entitled benefits.

The provisions stipulated in this manual shall be subject to change from time to time at the discretion of the Board.

All Board members and employees are urged to familiarise themselves with this manual and should seek clarification from the Head of Human Capital on any unclear section of the manual.

Dr. Joel Mabonga
CHIEF EXECUTIVE OFFICER/SECRETARY

POLICY DEVELOPED AND ADOPTED BY IPOA BOARD

Signed:

Chairperson, Human Resource and Compensation Committee

Name..... Sign.....

Chief Executive Officer

Name..... Sign.....

Chairman of Board

Name..... Sign.....

Dated this day of 2015

DEFINITION OF TERMS

For the purposes of this Manual, the terms have been defined as follows:

Service	Means the National Police Service
Authority	Means the Independent Policing Oversight Authority
The Act	Means the Independent Policing Oversight Authority Act No. 35 of 2011.
Basic Salary	Means pay of an employee exclusive of allowances
Gross Salary	Means pay of an employee including all allowances
Calendar Year	Means the period from 1 st January to 31 st December, both days inclusive.
Children	Means the biological offspring or legally adopted child under the age of twenty one (21) years.
Employee	Means a person employed by the Independent Policing Oversight Authority (IPOA) other than a casual worker
Financial Year	Means the period from 1 st July to 30 th June of the following year
Immediate Family	Means the employee, spouse and children and the officer's parents.
Extended Family	Includes the officer, spouse, children, parents, brothers and sisters of the officer.
Officer	Means an employee unless otherwise implied.
Subsistence Allowance	When performing duties outside the duty station, an employee is entitled to Subsistence allowance dependent on the duration of a particular assignment.
Spouse	Means legal marriage partner of an officer specified under the Marriage Act or in accordance with the relevant Customary Law. The spouse must be disclosed at the time of appointment or at the time of marriage if it occurs during employment in the Authority. Divorced staff must declare this status to Head of Human Capital at the time of the divorce.
Next of Kin	Means the name of a person provided by the officer for the purpose of contact during emergency.

Leave Year Means the period commencing 1st July to 30th June of the following year.

Habitual Residence: Means residential habitation where the employee usually resides and routinely returns to after visiting other places.

Note: This policy is formulated with due regard 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” or “she” and where reference is made to spouse, it shall be construed to mean and include reference to both “husband” and “wife” where applicable and vice versa.

ACRONYMS AND ABBREVIATIONS

For the purpose of this Manual, the following acronyms and abbreviations shall have the following meanings:-

AA	-	Automobile Association
AIDS	-	Acquired Immuno-Deficiency Syndrome
CEO	-	Chief Executive Officer
GPA	-	Group Personal Accident
HIV	-	Human Immuno-deficiency Virus
IPOA	-	Independent Policing Oversight Authority
NHIF	-	National Hospital Insurance Fund
NSSF	-	National Social Security Fund
OSHA	-	Occupational Safety and Health Act
PAYE	-	Pay as You Earn
VCT	-	Voluntary Counselling and Testing
WIBA	-	Work Injury Benefits Act

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SECTION ONE

1. GENERAL PROVISIONS

1.1. Introduction

This Human Resource Policies and Procedures Manual has been developed to support the service delivery, commitments and challenges of the IPOA to the targeted beneficiaries. Unless otherwise expressly provided, employees of the Authority shall be required to observe the provisions of the policies and procedures provided in this Manual.

Employees of the Authority will be required to comply with provisions of this Manual in conjunction with the Constitution of Kenya, the labour laws and relevant Government policy guidelines released from time to time. The Manual will act as a reference document for the Authority. It therefore, forms the basis upon which the Authority working culture and working environment will develop.

Where a conflict exists between the provisions of the policies and procedures as contained in this Manual, with any other manual, such conflicts will be referred to the Board Committee for appropriate guidance.

All copies of this Manual are the property of the Authority and it is the responsibility of the Head of Human Capital to make sure that all employees have access to the Manual.

The manual should be read in conjunction with the letters/contracts of employment, which incorporate the general terms and conditions of employment.

1.2. Objectives

1.2.1. The general objective of this Manual is to stipulate HR policies, procedures, regulations and other administrative processes and act as a guide to the management of the Authority in the provision of equity in the service of all employees.

1.2.2. The specific objectives of this Manual are to ensure: -

- (i) That IPOA attract, recruit and retain highly qualified and motivated staff who will ensure that the Authority is able to effectively execute its mandate in a professional manner.
- (ii) A common understanding by the Authority employees of stipulated standards, policies and procedures of monitoring their performance for continuous improvement.
- (iii) Adherence to IPOA values.
- (iv) That organizational policies, organizational structure and individual roles operate in an integrated manner in order to meet the Authority's goals and objectives effectively and efficiently.

1.3. Responsibility

- 1.3.1. The HR Department/Directorate will be the custodian of the manual and employees are advised to familiarize themselves with the provisions of this document.

1.4. Application and Interpretation

- 1.4.1 The day-to-day application of this manual shall be the responsibility of the Head of Human Capital and the final interpretation of the manual shall rest with the CEO.
- 1.4.2 The CEO will seek guidance from the Board on any matter that may not be covered by these policies and procedures.

1.5. Amendments

- 1.5.1. The Manual maybe amended from time to time as and when necessary. Such changes will require authorization of the Board and will be communicated to all employees in writing by a separate communication.
- 1.5.2. The Authority reserves the right to initiate and approve a revision, revocation or addition to the general policies contained in this Manual.
- 1.5.3. All instructions issued which affect or change any policy and procedure must be retained in original form as an addition until the relevant section of the regulation is amended.

SECTION TWO

2. RECRUITMENT, APPOINTMENT AND PROMOTION

2.1. Policy Statement

- 2.1.1.** IPOA is an equal opportunity employer and shall not in its recruitment discriminate on the basis of race, religion, colour, ethnic origin, political affiliation, sex or sexual orientation, pregnancy, marital status, disability, health or social status.
- 2.1.2.** The Authority will endeavour to attract and retain competent employees with skills for efficient and effective service delivery through the provision of competitive terms of service.
- 2.1.3.** The efficiency of IPOA depends on the quality of employees it engages. It shall therefore, be the policy of IPOA to attract and recruit candidates qualified in terms of academic and professional qualifications with the right competencies, skills, attitudes and experience and who can be trained for effective work performance to achieve the Authority's objectives.
- 2.1.4.** During selection and appointment, preference will be given to qualified and suitable Kenyan citizens.
- 2.1.5.** All appointments shall be made with the approval of the Board and shall be within the approved staff establishment.
- 2.1.6.** Appointments in all cases shall be made in accordance with the existing job descriptions and specifications for various cadres of staff. For the purpose of appointment, the Career Progression Guidelines formulated shall form an integral part of this Manual.
- 2.1.7.** The responsibility for ensuring that appointments meet the required Authority's standards is vested in the Board for grades 1 to 3 and Chief Executive Officer for grades 4 to 9.
- 2.1.8.** All recruitments shall be done on a national competitive basis.
- 2.1.9.** The Authority believes that the diversity of staff contributes to its intellectual strength and effectiveness and therefore endeavours to operate an efficient system for distributing advertisements and position announcements to women and men nationwide, and to make selection of staff without discrimination.

2.1.10. Recruitment procedures are variable according to the nature of the vacancy and the duration of the post. They are established to ensure fair and equitable practice appropriate of each level of recruitment, but should not conflict with the primary objective of securing high standards of competence.

2.2. Recruitment

2.2.1. All appointments shall be made with the approval of the Board and shall be within the approved establishment of the Authority.

2.3. Recruitment Procedure

2.3.1. When a vacancy occurs, the Head of Human Capital will notify the CEO and advise whether the vacancy should be filled by promoting from within or recruitment from outside the Authority.

2.3.2. Consideration may be given to promote candidates from within the Authority so as to motivate staff and encourage career growth.

2.3.3. Where no suitable internal candidate is available, candidates will be sourced through open advertisements. Where there will be need for specialised services, the Authority may head hunt using employment agencies or management firms to hire suitable candidates.

2.3.4. Whenever a position requires to be advertised externally, it shall be advertised through an appropriate media with a national circulation.

2.3.5. Advertisements of vacancies at the Authority shall expressly state clause 2.1.2 above. In addition, the advertisements shall state the initial duty station and that an employee may be posted to any part of the country.

2.3.6. All vacancy announcements must include:

- a) Brief description of the Authority
- b) Post, title and grade
- c) Major duties and responsibilities
- d) Education and qualifications required
- e) Experience required (if any)
- f) Other desirable qualifications
- g) Initial duty station

- h) Applications procedure (to whom applications should be addressed, number of references, curriculum vitae, etc.)
- i) Closing date for application
- j) Specific reference number

2.4. Short-listing of candidates

- 2.4.1.** A short-listing panel will be constituted by the CEO for each vacancy with advice from the Head of Human Capital. The panel for grade 1-3 shall be constituted by the Board. For the grade 4-9 positions, the panel will comprise of the Head of Directorate/Department, Senior officer plus any other additions as shall be provided by the CEO. The Head of Human Capital or his designate shall be the secretary to all the short listing panels. Short listing panels shall have an odd number.
- 2.4.2.** Short-listing will be based on the job description for the positions. Only candidates meeting the minimum stipulated requirements will be short-listed by the panels.
- 2.4.3.** The final short-listed candidates shall in not exceed six for each advertised position.
- 2.4.4.** The short-listed candidates should, as far as possible, reflect both genders and national diversity.
- 2.4.5.** Save for grades 1-3, the short-listing and interviewing panels will comprise different teams of panellists. Officers in the short listing panel in as much as practical will not sit in the interviewing panel. Each person selected to sit in the short listing or interviewing panel must declare conflict of interest where such exists.

2.5. Recruitment of the CEO/Secretary to the Board

- 2.5.1.** There shall be a CEO/Secretary to the Board who shall be appointed by the Board as provided for in the Independent Policing Oversight Act 2011.
- 2.5.2.** The recruiting panel for the position of the CEO shall be the Board.

2.6. Interview panels

- 2.6.1.** An interview panel for grades 2 and 3 will be constituted by the Board and shall include the CEO and the relevant director where applicable. An external panellist with relevant expertise may be invited if need arises.
- 2.6.2.** An interview panel will be constituted by the CEO for each vacancy in grade 4 to 9. The Panel shall comprise of the Director, the Head of Department and the Head of Human Capital as secretary to the panel.
- 2.6.3.** The short-listing and interviewing panels shall produce a report of the process, scores, deliberations and recommendations for tabling for purposes of decision making. Any conflict of interest shall be disclosed and recorded.

2.7. Applications by staff members

- 2.7.1.** Staff members are eligible to apply for any vacant post for which they meet the minimum qualifications. Employees on temporary/short contracts may also apply for vacant positions in the same way as external applicants.

2.8. Identification of appropriate candidates

- 2.8.1.** In making selection for appointment, preference will be given to qualified Kenyan citizens.
- 2.8.2.** For Grades 4-9 the panel will make its recommendations to the CEO who will either confirm the same or direct otherwise and report to the Board.
- 2.8.3.** The CEO will be required to seek approval from the Board before appointment.
- 2.8.4.** The Board may direct that the recruitment for a particular position be repeated or varied.
- 2.8.5.** Candidates selected for appointment will be required to provide the Authority with information on all previous employment record, which must be supported by satisfactory documentary evidence.
- 2.8.6.** The CEO may call for a confidential report of a candidate from previous employers, contents of which may determine whether or not to appoint the candidate.
- 2.8.7.** In cases where a position has been filled and it falls vacant within six months, consideration for employment may be made in respect of the next best candidate provided they meet a 60% cut off mark. If the candidate is still available and interested in the position, then the offer may be made to him.

2.8.8. The unsuccessful candidates in any recruitment will be informed as such in writing within one month after the interviews.

2.9. Documents Required Before Joining

2.9.1. The following documents will be required from the successful candidates:-

- (i) Original and certified copies of certificates in support of education/professional qualifications;
- (ii) Work experience testimonials;
- (iii) Copy of Identification card;
- (iv) Copy of the KRA PIN Certificate,
- (v) Copies of NSSF and NHIF cards,
- (vi) Two passport size photos,
- (vii) Contact details,
- (viii) Police Clearance Certificate;
- (ix) Clearance Certificate from Kenya Revenue Authority; and
- (x) HELB Clearance Certificate.

2.9.2. Where appointment is based on specific educational, professional or other qualifications, the original copies of the relevant certificates will be obtained from the candidate and authenticated before engagement.

2.9.3. All relevant examining bodies may be consulted in case of doubt regarding the authenticity of the certificates produced by a candidate. Certified copies of all relevant documents should be retained in the personal file of the candidate for the record.

2.9.4. If an officer is found to have presented falsified documents, he will forthwith lose his position and may face criminal prosecution.

2.10. Categories of Appointments

2.10.1. An employee may be appointed under any of the following Terms of Service:

- (i) Permanent and pensionable.
- (ii) Performance-based contracts
- (iii) Short-term contract of not more than twelve months

2.11. Letter of Appointment

2.11.1. The letter of appointment to an employee on first appointment shall be made in triplicate, and shall contain the following details: -

- (i) Type of appointment
- (ii) Date of appointment
- (iii) The post and Grade to which the candidate is appointed
- (iv) The terms of appointment
- (v) The basic salary payable
- (vi) The allowances payable
- (vii) The applicable benefits
- (viii) The Duty Station.
- (ix) The termination of employment clause
- (x) Any other relevant information.

2.11.2. The letter of appointment must be acknowledged by the candidate and signed before or on the date of engagement and a copy filed in his personal file.

2.11.3. Should there be any questions about the letter of appointment, the employee should contact /consult the Head of Human Capital in the first instance.

2.11.4. The CEO or his designate shall sign letters of appointment for staff and the Chairperson or his designate shall sign the letter of appointment for the Authority's CEO.

2.12. Date of Appointment

2.12.1. An appointment will take effect from the date of reporting on duty.

2.13. Induction of New Staff

2.13.1. The purpose of induction is to ensure the effective and smooth integration of new staff into the Authority for the benefit of both the incoming staff and the rest of the staff. It also ensures that new employees receive the mandatory induction on issues such as health and safety, code of ethics, and issues relating to IPOA policies.

2.13.2. All new staff members shall participate in an induction programme, which shall be coordinated by the Head of Human Capital.

2.14. Probationary Period

- 2.14.1.** All newly appointed employees of the Authority will be required to undergo a probationary period of six (6) months unless otherwise specified.
- 2.14.2.** At the end of the probationary period, the Head of Department shall submit the duly completed probation review form (see annexure 1a and 1b) indicating the employee's performance. Based on the Head of Department's recommendations, the Head of Human Capital will refer the case to the CEO for deliberation as to whether the employee should be confirmed in appointment or the probationary period ought to be extended or the appointment terminated.
- 2.14.3.** For grades 2 and 3, the CEO shall recommend to the Board for confirmation or extension. For grade 1 the Board shall review and make recommendations.
- 2.14.4.** An employee whose performance and conduct fully demonstrates that he meets the high standards of efficiency, competence and integrity, will have his appointment confirmed after the probationary period.
- 2.14.5.** If the period of probationary service has been unsatisfactory, it may be extended once for a period of three (3) months.
- 2.14.6.** Where the period shall be extended, an employee's performance shall be reviewed again to determine whether or not his or her performance shall have improved.
- 2.14.7.** Where the probationary service is unsatisfactory after the extended period, the appointment shall be terminated.

2.15. Family Relationships

- 2.15.1.** In order to avoid conflict of interest, husband, wife, father, mother, son, daughter, guardian, adopted child, brother or sister of a Board member or staff will not be appointed to the Authority. Employees who marry while both working with the Authority shall not be allowed to work at the same duty station.
- 2.15.2.** An employee whose spouse is a police officer shall be required to disclose the fact at the point of joining the Authority.

2.16. Particulars of Next of Kin

- 2.16.1.** An employee shall be required to complete a next-of kin form shown in Annexure 2 and in case of any changes, the employee is required to notify the Head of Human Capital who will assist the employee to make the necessary change.

2.16.2. The next of kin may not necessarily be the legal representative of the officer in case of the officer's death or infirmity unless otherwise specified.

2.17. Authority's Employment Card

2.17.1. The Authority shall issue every employee with the official employment card within one month. The employee is expected to wear this identification card at all times while on duty.

2.17.2. In the event of loss of the employment card, an employee shall report the loss immediately for deactivation and at the same time apply for a replacement.

2.17.3. On termination of appointment, the employee shall be required to surrender his or her employment card to the Authority.

2.18. Deployment

2.18.1. An officer may be deployed to any duty station within the Authority.

2.19. Transfers

2.19.1. An officer may be transferred to any duty station within the Authority. Reasonable notification of transfers or redeployment will be provided. A staff member who have sufficient reasons may request for a transfer to another duty station or directorate.

2.20. Promotion

2.20.1. Opportunities for promotions will be accorded to all employees in accordance with existing regulations governing promotions.

2.20.2. Promotion is defined as the movement of a staff member to another post of a higher grade in which the duties and responsibilities of the staff member are materially different from the previous post.

2.20.3. The Authority will practice transparency in the promotion of individual staff to senior positions on the basis of qualifications, competence and suitability without discrimination.

2.20.4. It is the policy of the Authority to fill vacant positions with the best qualified and most suitable candidates either by promoting or transferring an employee.

2.20.5. The Authority may promote or transfer suitable staff member into any vacant position within the Authority. All staff members of the Authority will be made aware of the vacant position.

2.20.6. The promotion of staff to a higher position can only be done if there is the existence of a vacancy at the higher level as per the approved establishment.

2.20.7. Internal promotion occurs when an employee within the Authority is promoted to a vacant position in a higher salary scale either within the same department or in a different department within the Authority.

2.20.8. An employee can have his position enhanced by having additional duties and responsibilities with an additional responsibility allowance to their current salary.

2.20.9. A staff member does not require an approval from his present supervisor when applying for promotion.

2.20.10. The supervisor shall be notified by the Head of Human Capital at the point the staff will be invited for an interview.

2.20.11. Interview shall be conducted for qualified employees before promotion.

2.21. Criteria for Promotion

2.21.1. The following criteria must be met for one to apply for promotion:

- i. Meets the job specifications for the position as specified in the career progression guidelines.
- ii. Has a good record of performance in his current position as per the appraisal reports
- iii. Has no ongoing disciplinary proceedings

2.22. Salary Determination on Promotion

2.22.1. When a member of staff is promoted to a position of increased responsibility or complexity of duties requiring change of title and having a higher salary range, he will receive a salary adjustment to the entry level of the salary scale of the new position or in instances where the salary overlaps and the staff earns the salary of the higher position he is being promoted to then the officer will be placed in the next salary point from what he is earning.

2.23. Secondment of Staff

- 2.23.1.** Secondment of officers from the government or its autonomous agencies may be arranged for periods not exceeding three (3) years. Any extension of the given period shall be subject to Board approval.
- 2.23.2.** Secondment of staff shall only be sought when the Authority requires specialised skills that can only be obtained from the government or its autonomous agencies and is only required for a limited period of time within the Authority.
- 2.23.3.** Officers on secondment to the Authority shall be bound by the Authority's rules and regulations.
- 2.23.4.** Officer on secondment will be paid as employees of IPOA for the period on secondment.
- 2.23.5.** To maintain the officer's pensionable status, the officers or the organisation to which the officer is seconded will be required to make pension contribution at the rate of 31% of the officer's basic salary in the Government during the term of his secondment.
- 2.23.6.** Authority to request for secondment of an officer shall be sought from the Board.

2.24. Attachment to the Authority and to other organisations

- 2.24.1.** Attachment of staff will only be done in very exceptional circumstances when the Authority finds it necessary for its staff to go and attain a certain specific skill or competence that is unique to it and is not obtained through training or when the Authority intends to infuse certain standards into the organization. This shall not be for a period of more than six months.
- 2.24.2.** Officers attached will continue earning their salaries and allowances from the Authority. They will only be paid allowances from the other organisations in the cases where the same allowances are not payable in the Authority.
- 2.24.3.** Authority to attach staff will be given by the Board.
- 2.24.4.** Subject to the requirements of the Authority, the Board may approve deployment of staff of other government agencies to the Authority as appropriate.

2.25. Renewal of performance based contracts of employment

- 2.25.1.** Appointments on performance based contract may be renewed subject to satisfactory performance taking cognisance of the Authority's retirement age of 60 years.
- 2.25.2.** Application to renew the contract shall be made by either party. A notice of not more than 6 months or less than 3 months before the expiry of the term of the contract will be given. Such applications for renewal shall be made to or by the Chief Executive Officer. The Authority shall inform staff on the decision regarding the renewal of their contracts at least two months prior to expiry of the contract.
- 2.25.3.** Officers on performance based contract shall be entitled to a taxable gratuity of 31% of the basic salary and such gratuity shall accrue from the date of appointment.

SECTION THREE

3. SALARIES AND ADVANCES

3.1. Policy Statement

3.1.1. The Authority will strive to pay its staff salaries that will attract and retain the services of well-qualified personnel with the skills and flexibility to respond to the demands of the Authority in accordance to the guidelines set by the Salaries and Remuneration Commission.

3.2. Policy Objectives

3.2.1. The Major objectives of the salary structure will be:-

- (i) Providing adequate pay differentials to compensate for responsibility, skills, experience and performance in relation to the Strategic Plan of the Authority;
- (ii) Relating pay to performance as a means of promoting meritocracy and motivating employees towards higher levels of achievement;
- (iii) Providing adequate incentives for increased managerial efficiency, improved accountability and controls;
- (iv) Attracting and retaining the key skills needed to achieve overall objectives of the Authority; and
- (v) Adherence to guidelines set by the Salaries and Remuneration Commission from time to time.

3.3. Salary Grades

3.3.1. The Board may review salary grades from time to time.

3.3.2. The CEO with the authority of the Board, may conduct periodic salary surveys to determine changes in cost of living and terms of employment being offered by comparable organizations. Such surveys shall form the basis of consultation by the Board with the Salaries and Remuneration Commission.

3.4. Salary Scales

3.4.1. The Board may review salary scales as approved by Salaries and Remuneration Commission from time to time for employees in the Authority.

- 3.4.2.** Details of the salary scales and the schedule of the corresponding posts will be communicated through circulars from time to time.

3.5. Commencement of Salary

An employee salary will be calculated from the date the officer assumes the duties of the post.

3.6. Payment of Salary

- 3.6.1.** Each employee will have a stated monthly basic salary quoted before any statutory deductions.
- 3.6.2.** Salary will be paid monthly in arrears and will be denominated and paid in Kenya Shillings (Kshs).
- 3.6.3.** Salary will be paid through the Bank and all employees will be required to open bank accounts and submit the details to the Head of Human Capital for onward transmission to the Finance and Accounts department.
- 3.6.4.** Statutory deductions, where applicable, such as PAYE, NSSF, NHIF and other legal taxes, as well as deductions arising from court orders/attachments, will be made from an employee's salary without their authorization.
- 3.6.5.** Voluntary deductions such as remittances to co-operatives, insurance firms, among others will be effected provided the employee gives written authorization.
- 3.6.6.** On termination of employment, the last payment will be made on confirmation that the employee has been cleared and issued with a Clearance Certificate.

3.7. Date of Payment of Salary on First Appointment

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

3.8. Date of payment of Salary

- 3.8.1.** Salaries will be paid by the end of the month.
- 3.8.2.** In instances, where a staff has resigned without giving adequate notice as required, the employee shall be required to pay the Authority equivalent salary in lieu of notice before being cleared by the Authority.

3.9. Payroll Adjustments

Any change or adjustment to the payroll will be communicated to the human resource department by latest 10th of each month.

3.10. Salary Increments

An increment is an increase of salary granted on the basis of satisfactory job performance at annual intervals when due until the maximum salary point of the job group is reached.

3.11. Determination of Incremental dates on Appointment or Promotion

The incremental date for officers appointed between 1st and 14th day of the month shall be on the 1st of that month when they reported on duty on 1st appointment and the said month will be the anniversary month in subsequent years. Employees appointed between 15th and 31st day of the month shall have their incremental date on the 1st of the following month.

For promotion cases, the annual increment date changes to the date of promotion. The salaries are fixed as set forth in the contract of employment and the applicable salary scales approved by the Salaries and Remuneration Commission.

3.12. Conditions for the Grant of Annual Increments

3.12.1. Annual increments will be based on the results of the annual performance appraisal.

3.12.2. If an employee is granted unpaid leave, this will affect seniority in the post and changes the incremental date depending on the number of months an employee is away.

3.13. Salary Advance

3.13.1. Employees will be eligible for salary advance of not more than one (1) month's salary. The salary advance will be by the approval of the Chief Executive Officer and will be granted to an employee who, owing to circumstances beyond his control, is placed in a difficult financial position.

3.13.2. An advance under this regulation may be granted only when an employee has no other outstanding salary advance.

3.13.3. Salary advance may be granted to an employee who has served for more than six (6) months and has more than twelve (12) months to serve before retirement or expiry of contract.

3.13.4. Recovery of salary advance will be made in reasonable instalments of up to twelve (12) months within the financial year.

3.13.5. In applying for the advance, an employee should explain the circumstances leading to the situation which he could not have foreseen and therefore planned for. The information given will be kept in confidence by the approving officer.

3.14. Loan Schemes

3.14.1. The Authority may negotiate with financial institutions to facilitate employees in acquiring affordable loans for personal developments.

3.15. Deductions from Salary

3.15.1. Deductions from salary may be made for the following reasons:

- i. Voluntary contributions to the insurance schemes as specified by the staff member.
- ii. Voluntary contribution to cooperative societies, banks or other approved institutions.
- iii. Indebtedness to the Authority for salary advance;
- iv. Surcharge for lost or damaged Authority properties;
- v. Excess medical bills;
- vi. Compliance with Court Orders.
- vii. Any other lawful deductions

3.15.2. Salary deductions shall be in conformity with the provisions of Section 19 of the Employment Act 2007 and as amended from time to time, or any other provision of the law or regulations.

3.16. Recovery of Imprests

3.16.1. Salary deductions shall be made for recovery of outstanding imprests owing to the Authority by staff members. Notification will be provided to the staff member in accordance with the Financial Policies and Procedures Manual.

3.16.2. Where the imprests have been surrendered and there are disputed issues, the staff should be notified of the same within two weeks.

SECTION FOUR

4. BENEFITS AND ALLOWANCES

4.1. Introduction

- 4.1.1.** Employees of the Authority will be paid benefits and allowances as determined by the Authority in consultation with Salaries and Remuneration Commission.
- 4.1.2.** All staff benefits shall be communicated to staff upon their appointment or through constant updates whenever they occur.

The Authority will provide the following benefits.

4.2. Gratuity

As specified in the letter of appointment, contract employees will be entitled to gratuity at the prevailing rate (currently) of 31% of basic salary upon successful completion of the contract. The gratuity is taxable. Eligibility to this benefit shall be after successful completion of the requisite six months' probation period.

4.3. Medical Benefits

- 4.3.1.** The Authority will procure a comprehensive medical cover for its employees. The medical cover will benefit the employee, spouse and a maximum of (4) four dependent children up to the age of 21 years. However in instances where the child is over 21 years but below 24 years and still in school and under the care of his parents, proof will be provided to the Head of Human Capital for approval for inclusion in the Medical cover.
- 4.3.2.** Dependent children means children who are unmarried and are wholly dependent on the officer. For purpose of records, the names of the children must be declared at the time of birth or adoption if it occurs during employment with the Authority. Copies of birth certificates or legal adoption papers will be required in either case.
- 4.3.3.** Only full time employees, seconded staff and Board Members are eligible for medical benefits. Casuals, consultants, interns and temporary employees are not entitled to medical benefits.

- 4.3.4.** This medical benefit shall cover inpatient and outpatient treatment. In addition to general bodily ailments and sicknesses, the following will be included:
- (i) Optical and dental up to a specified amount per employee and dependant per year.
 - (ii) Maternity up to a specified amount.
- 4.3.5.** Employees shall be required to complete the application form for self and each dependent added to the medical scheme.
- 4.3.6.** An employee shall be required to immediately provide details of any other new eligible entrants to the medical scheme. Where a staff advises the removal of a dependant from the medical cover, a valid reason shall be provided to the Head of Human Capital.
- 4.3.7.** The Authority shall not be responsible for any medical bills incurred beyond the covered annual limits for both inpatient and outpatient or bills for exclusions outlined in the service provider's contract.
- 4.3.8.** The benefits for an employee and dependants, where applicable, will be deemed to terminate on the happening of any of the following.
- (i) Death of an employee;
 - (ii) Retirement or termination of employment with the Authority; or,
 - (iii) Termination of the medical scheme.
- 4.3.9.** The nature and extent of medical cover for employees will be determined based on, among other considerations, available resources and may change from time to time as determined by the Authority in its absolute discretion subject to the minimum standards required by law.

4.4. Work and Injury Benefits Compensation Insurance Cover

- 4.4.1.** The Authority will secure the safety, health and welfare of persons at work and protect other persons at work against risks to safety and health arising out of or in connection with, the activities of persons at work.
- 4.4.2.** Under the terms of the Work Injury Benefits Act, 2007, the Authority will take insurance cover against accidents to employees arising out of, and in the course of their employment. The compensation shall be applied in accordance with the Act.

- 4.4.3. Compensation covers medical expenses, disability and death as specified in the Act and may change from time to time as determined by the Authority in its absolute discretion subject to the minimum standards required by law.

4.5. Group Personal Accidents Insurance Cover

- 4.5.1. Under this insurance scheme the Authority will cover all employees against accidents which may occur in the course of duty.
- 4.5.2. The nature and extent of the cover will be determined by the Authority based on, among other considerations, available resources and in its absolute discretion subject to the minimum standards required by law

4.6. Group Life Insurance Policy

- 4.6.1. Under this policy cover, the Authority will provide a Group Life Insurance for all employees. The nature and extent of the cover will be determined by the Authority based on, among other considerations, available resources and in its absolute discretion subject to the minimum standards required by law.

4.7. Telephone/Communication Facilities

- 4.7.1. Provision will be made for telephone/communication facilities for employees in the Authority. Employees are expected to exercise responsibility in the use of the telephone facilities provided by the Authority in order to economize on resources. Any unexplained excessive use of telephone facilities may lead to a surcharge of the employee responsible.
- 4.7.2. Employees in grade IPOA 3 and above will be provided with airtime credit for cell phones. The entitlement shall be according to the respective grades and the rates shall be determined by the Board from time to time.
- 4.7.3. The Board may also approve provision for airtime for employees in grade IPOA 4 and below depending on the nature of an employee's duties.

4.8. Acting Allowance

- 4.8.1. When an employee is qualified to undertake the duties of a higher post which has been temporarily or permanently vacated for a minimum period of thirty (30) days, an acting allowance will be paid to the employee at the rate of 20% of his or her current monthly basic salary.

- 4.8.2. Acting appointments will be made where the period involved is thirty (30) days or more. An employee who is appointed on an acting capacity will be eligible during the tenure of his acting appointment for travelling privileges and other related allowances such as accommodation allowance payable to the higher post but not leave, commuter, house allowance or other remunerative allowances.
- 4.8.3. Recommendation for payment of acting allowance will be submitted by the Director/Head of Department to the CEO for approval as soon as the employee assumes the duties of the higher post.
- 4.8.4. Payment of acting allowance will not be granted to take effect from a date earlier than three (3) months prior to the date on which a recommendation shall be submitted to the CEO.
- 4.8.5. An acting appointment will not be made on a substantive vacant post until the post has been advertised.
- 4.8.6. The maximum period for an acting period & allowance shall not exceed six (6) months.

4.9. Special Duty Allowance

- 4.9.1. Where an employee does not possess the necessary qualifications and cannot be appointed to act in a higher post, but is competent to perform the duties, the employee may be called upon to undertake the duties of the higher post.
- 4.9.2. Special duty allowance will be paid to an employee performing the duties of a post that is not more than two (2) grades higher than his or her substantive post.
- 4.9.3. Recommendations for payment of special duty allowance will be submitted by the Director/Head of Department to the CEO for approval as soon as the employee assumes the duties of the higher post.
- 4.9.4. Authority for payment of special duty allowance will not be granted to take effect from a date earlier than three (3) months prior to the date on which a recommendation shall be submitted to the CEO.
- 4.9.5. Special duty allowance will be paid for a period not exceeding six (6) months at the rate of 15% of an employee's current basic monthly salary.

4.10. Time off in lieu of Overtime

4.10.1. The nature of the Authority's work is such that all staff may be called upon to work at any given time and this has been taken into account in determining the rate of remuneration. However, in appropriate cases, staff may be given time off.

4.10.2. Where employees have worked on unofficial working days, time off may be granted in consultation with the respective Head of directorate. This communication should be copied to the Human Resource Department.

4.11. Leave Allowance

4.11.1. An officer who takes a minimum of 10 days of his annual leave entitlement will be eligible for leave allowance once a year.

4.11.2. Leave allowance shall be paid to employees at such rates as it shall be determined by the Board in consultation with SRC from time to time.

4.11.3. Leave allowance shall be prorated based on period served during the year to June.

4.12. Extraneous Allowance

4.12.1. Subject to any recommendation that SRC would make, the Authority may pay extraneous allowance to secretarial personnel, drivers and the support staff will be eligible for extraneous allowance.

4.12.2. The allowance will only be paid to employees whose nature of work or workload necessitates that they work at least 40 extra hours in a month.

4.12.3. For the allowance to be paid, a Head of department/ immediate supervisor will present a relevant request to the Head of Human Capital who will consider the request and if found deserving, seek the CEO's approval.

4.12.4. The rates and eligibility shall be determined by the management from time to time.

4.13. House Allowance

All employees shall be entitled to a house allowance at the rate which shall be determined by the Board as approved from time to time.

4.14. Commuter/Transport Allowance

All officers will be eligible for commuter/transport allowance provided they are not provided with Authority transport. The rates of the allowances will be determined by the Board from time to time.

4.15. Accommodation Allowance in Kenya

4.15.1. All officers travelling on duty away from their duty stations but within the country shall be entitled to a non-accountable Subsistence allowance at such rates as shall be determined by the Board from time to time, provided that where the travel is fully funded, the officer shall be entitled to out of pocket allowance of 25% of his Subsistence entitlement. The out of pocket allowance will be payable for all residential programs out of duty station.

4.15.2. Accommodation allowance shall be paid for a maximum continuous period of up to thirty (30) days. In addition, any subsequent period after thirty (30) days will be paid at half (1/2) rate up to a maximum period of five (5) months.

4.16. Meal Allowance

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

4.17. Daily Subsistence Allowance when Travelling on Duty outside Kenya

4.17.1. An employee who is required to travel on duty outside Kenya will be granted subsistence allowance at the applicable rates.

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

4.17.3. Travelling expenses incurred from the airport of disembarkation to a hotel or other residential place and vice versa, airport charges, insurance fee, vaccination fee, visas and passport charges shall be refunded.

4.17.4. Where an employee's travelling, boarding and lodging expenses are paid in full directly to the hosting institution or hotel by the Authority or any other organization; a residual allowance of up to 25% of the standard rate of subsistence allowance will be paid to him or her to cover incidental expenses. Where only lodging expenses are covered, subsistence allowance will be paid at 75% of the standard rate. In cases where the sponsor does not meet the expenses directly but pays an allowance and such allowance is less than the standard rate of subsistence allowance, the employee may claim the difference from the Authority.

4.18. Entertainment Allowance

4.18.1. Subject to the recommendations of the SRC, the Board may approve the payment of entertainment allowance to specified levels of staff.

4.18.2. The CEO, Directors and Heads of Department by the nature of their offices, are expected to interact with persons outside the Authority and attend other functions from time to time in official capacity, during which, it is expected that some form of entertainment in the interest of projecting the image of the Authority and promoting good public relations will take place.

4.18.3. These employees shall, therefore, be eligible for a non-accountable entertainment allowance. The rate of the allowance shall be determined by the Board from time to time.

4.18.4. Where employees from job grade IPOA 4 and below are required to provide hospitality and entertainment, they shall apply for an accountable imprest, which shall be surrendered in the normal manner.

4.19. Club Membership

4.19.1. Owing to the strenuous nature of their duties, The Authority may pay club joining fees and annual membership subscriptions for Officers at Grades 1 to 3. The club joining fee shall not exceed Kshs. 350,000, while the annual subscriptions shall not exceed Kshs. 100,000. This shall be subject to Board approval.

4.20. Relocation / Transfer Allowance

- 4.20.1.** When an employee is posted from one station to another, he will be eligible for payment of transfer/ relocation allowance to facilitate the transfer provided the new station is not less than 40 Kilometres from the former station.
- 4.20.2.** The relocation allowance shall be paid to staff who are required to work at the new station for a period exceeding three (3) months.
- 4.20.3.** Relocation allowance shall comprise one month's basic salary payable before departure to the new station.
- 4.20.4.** Transportation of luggage during the transfer will be facilitated by the Authority either by providing a vehicle to transfer the staff or paying costs for transport at AA rates.
- 4.20.5.** Relocation will not be paid where the request for transfer was voluntary by staff.
- 4.20.6.** Where staff is required to relocate for less than three months, the Authority will facilitate for transportation, accommodation and meals.

4.21. Hardship Allowance

- 4.21.1.** When an officer is based at any of the areas designated by the Authority as "hardship", an allowance will be paid at a rate determined by the Board from time to time.
- 4.21.2.** If an officer is out of the hardship duty station for more than 30 continuous days, they will lose the allowance for the period they are out of the hardship area. This shall be applicable even when an officer is on leave for more than 30 days.

4.22. Risk Allowance

- 4.22.1.** Owing to the nature of the Authority's work, employees may be paid a Risk Allowance at the rate determined by the Board from time to time. The payment of Risk Allowance shall be pegged on the perceived risk exposure.

4.23. Conference/Retreat Allowance

- 4.23.1.** This allowance is payable to officers called upon to participate in retreats for special assignments which are meant to review, develop and produce policy documents.
- 4.23.2.** The officers will be paid Kshs. 2,000 per day for a maximum of ten (10) days. The number of participants in such retreats should not exceed ten (10). The rate may be reviewed by the Board from time to time.

4.23.3. Appointment of such teams will only be done by the CEO in writing.

4.24. Membership to Professional Associations

4.24.1. If an employee is a Member of a professional body, he may apply to the CEO for consideration for payment of subscriptions by the Authority during the period of his employment.

4.24.2. The CEO will determine whether such employee requires the registration/renewal in the course of their duties and also the affordability of the subscriptions, registrations and renewals into the professional bodies.

4.25. Reimbursement of Driving Licence renewal Expenses

4.25.1. The Authority shall reimburse to those employed as its drivers the cost for renewal of annual driving licence at the prescribed annual rates.

4.26. Other Allowances

There may be other allowances paid to different categories of Authority's employees. These allowances shall be as approved by the Board from time to time.

SECTION FIVE:

5. LEAVE POLICY

5.1. Policy Statement

- 5.1.1.** In conformity with provisions of the Employment Act, Part V, Section 28 annual leave is granted subject to the exigencies of work for rest purposes to enable an employee to renew his energies leading to improved efficiency. All leave is, therefore, not normally commuted into cash nor is leave allowance payable to the dependants or the estate in the event of an employee's death.
- 5.1.2.** The Authority will prepare leave schedules at the beginning of each financial year and release employees to proceed on leave as it ensures that its mandate is not compromised.
- 5.1.3.** Every directorate must submit a leave schedule for the year to the Head of Human Capital before the 1st of August every year.
- 5.1.4.** Each Head of Department will circulate a leave schedule in July, for employees to provide anticipated leave dates in order to allow proper planning and deployment of the human resource.
- 5.1.5.** The Authority shall ensure that operations should not be affected at any given time in the year.
- 5.1.6.** The Authority will provide different categories of staff leave as follows:

5.2. Annual Leave

- 5.2.1.** An employee will be eligible for annual leave at the commencement of a "leave year" except in the case of a newly appointed employee who will be required to complete a minimum of three months' service before being granted annual leave. For this purpose, a "leave year" will commence on 1st July and end on 30th June. Employees will be informed of any leave balance as at 30th June of each year.
- 5.2.2.** All employees, irrespective of Grade, will be entitled to thirty (30) days annual leave, which excludes Saturdays, Sundays, and gazetted public holidays in a financial year with pay.
- 5.2.3.** The gazetted National days and public holidays are as per annexure 3 in accordance with Public Holidays Act (Cap 110). The Authority will also recognize

any other public holiday that may be gazetted under the Public Holidays Cap. 110 of the laws of Kenya.

- 5.2.4.** Annual leave for a newly appointed employee will be calculated on a pro-rata basis for the year of his appointment.
- 5.2.5.** Annual leave is not cumulative. Hence, leave earned shall be taken within the leave year it falls due or be forfeited. However, an employee may, if he so wishes, carry forward from one leave year to another not more than fifteen (15) days of his annual leave entitlement.
- 5.2.6.** An employee who applies for leave and the same is rejected or deferred will have the leave application form on record to indicate that he or she was willing to proceed on leave but couldn't do so due to exigencies of work. If an employee doesn't apply for leave at all in the year, then he will forfeit all his or her days apart from the fifteen days that he is permitted to carry forward as per 5.2.5 above.
- 5.2.7.** Deferment of annual leave year to another shall not be permitted except in very exceptional circumstances with prior approval of the CEO.
- 5.2.8.** Request for leave must be made on the standard Leave Application Form (see annexure 4) and signed by the employee's supervisor. The form should first be sent to the HR office for verification of actual balance against the number of days requested before being signed by the Head of Department. A copy of the duly filled and signed leave form is filed in the employee's personal records.
- 5.2.9.** An employee who has not utilized the annual leave due for the year in which his employment ceases will be entitled to terminal leave in accordance with Section 7 (1) (b) of the Employment Act, 2007.
- 5.2.10.** In the case of an employee retiring from service, such leave shall not extend beyond the due date of retirement. If an employee has pending/outstanding leave days that had been applied for and denied, at the end of their contract or on retirement the same will be commuted for cash.
- 5.2.11.** Whilst it is accepted that a staff member may visit his workstation while on leave, the habit of staff frequenting their workstations while on leave is not permitted without the prior approval of their Director/ Head of department as this defeats the purpose of leave. Directors/Departmental Heads are required to ensure that staff on leave are not allowed in their workstations without their prior approval.

5.2.12. Staff members are required to fill a leave form for a period of absence exceeding five hours in a day.

5.2.13. Every officer proceeding on leave will be eligible for payment of leave allowance once every year as per his terms of service.

5.2.14. The leave allowance will be paid when the officer is proceeding on leave after his application has been approved utilising ten (10) of his leave entitlement.

5.2.15. Leave allowance shall be pro-rated for the first year of service.

5.3. Unpaid Leave

5.3.1. Unpaid leave may be granted to an employee who has exhausted annual leave on the grounds of urgent private business or a proven case of exceptional hardship. The full details of the case, which shall be regarded as being strictly confidential, shall be submitted to the CEO in writing.

5.3.2. Unpaid leave when granted shall not exceed six (6) months.

5.3.3. Unpaid leave granted in accordance with the above regulations will not be increment earning hence the incremental date should be adjusted. The period of leave will be excluded from the time worked by the staff and hence an employee's contract will be deemed extended for the same duration.

5.3.4. Absence from work without valid reason will also be treated as unpaid leave, in addition to any other disciplinary proceedings.

5.4. Study Leave

5.4.1. The Authority may grant an employee fifteen (15) days paid study leave annually to sit for examinations while pursuing approved job-related courses.

5.4.2. Study leave will be granted based on the identified needs of the Authority and in the interest of staff development.

5.4.3. It shall be a requirement for the employee to attach a copy of the examination timetable from a recognised institution of learning to the Leave Application Form for consideration.

5.4.4. The Authority shall have discretion to accept or reject an application for study leave by any employee.

5.5. Maternity Leave

- 5.5.1. Female members of staff who are due to give birth, shall be granted maternity leave with full pay for a period of three months. Annual leave will not be forfeited when an employee takes maternity leave.
- 5.5.2. Application for maternity leave should be submitted to the departmental Head and the Head of Human Capital thirty (30) days before commencement of leave where practically possible.
- 5.5.3. Where immediately on expiry of maternity leave before resuming her duties a female employee proceeds on sick leave or with the consent of the employer on annual leave; compassionate leave or any other leave, the three months maternity leave shall be deemed to expire on the last day of such extended leave.
- 5.5.4. On resumption to duty after maternity leave, the staff will be provided with either flexible reporting or departure time hours for the next three months as will be agreed between the human resource and the supervisor. For purposes of clarity, the flexible hours are between 10:00am and 4:00pm.

5.6. Paternity Leave

Male members of staff shall be granted paternity leave of 14 calendar days in accordance with section 29 (8) of the Employment Act, 2007. These days must be taken within seven (7) days after the arrival of the baby.

5.7. Child Adoption Leave

- 5.7.1. An employee who has been granted adoption rights under the Children's Act and wishes to take leave for purposes of bonding and integrating the child into the family, will be entitled to Child Adoption Leave for a period of sixty (60) calendar days.
- 5.7.2. Where the adoption is by both the employee and the spouse, and the spouse is also an employee of the Authority, child adoption leave will apply to both employees.

5.8. Sick/convalescent Leave

- 5.8.1. Where an officer falls sick at home and is not able to report to office or obtain a sick sheet, the Authority shall be notified within 24 hours.

- 5.8.2. In all cases of illness the officer shall be issued with a sick sheet and any certification for sick leave or recommendation for convalescence leave shall be made on the sick sheet.
- 5.8.3. Upon certification or recommendation from a medical practitioner recognized by the Authority, an officer will be granted sick leave to be absent due to illness or convalescence leave for recuperative purposes immediately following illness. Certificates signed by junior staff below medical doctor will not be accepted.
- 5.8.4. Sick/convalescence leave may be granted by the Authority for up to three (3) months on full pay and a further three (3) months on half pay in special circumstances. Thereafter the Authority shall seek the opinion of an independent Medical Doctor/ Practitioner to determine whether or not there are reasonable prospects of eventual recovery and fitness for duty.
- 5.8.5. In exceptional cases of continued ill health, the Authority may on recommendation of a medical Doctor/Practitioner grant an extension of sick leave beyond the maximum period allowed, provided the period of such extension shall not exceed three (3) months
- 5.8.6. An employee, who is determined to be unable to resume duty after this period, shall be retired on medical grounds.

5.9. Compassionate leave

- 5.9.1. Compassionate leave not exceeding 14 calendar days in a year will be granted by the CEO on recommendation of the Head of Human Capital upon the death or acute illness of a family member, that is, spouse, child, brother or sister and parents.
- 5.9.2. Five (5) days may be granted for attending to a sick child in a year. This shall be accompanied by a certificate from the doctor allowing duty off for the parent to attend to the sick child. Any other day in addition to that will be deducted from the annual leave.
- 5.9.3. In the event of emergency other than death, the employee may be granted emergency leave to be recovered from the annual leave. The departmental Head will approve this, after liaising with the Head of Human Capital.

5.10. Rest and Recuperation

5.10.1. This is for employees working in the hardship areas. They are entitled to seven calendar days (excluding the days of travel) after every twelve weeks of continuous service .This leave is in addition to annual leave.

5.10.2. This is for employees deployed in hardship areas that are not their initial place of habitual residence.

5.11. Special Leave for Sportspersons

5.11.1. On recommendation of the Head of Human Capital, the CEO 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. This special leave shall not be recovered from the employee's annual leave entitlement.

SECTION SIX

6. PERFORMANCE MANAGEMENT

6.1. The policy

- a) Performance Management is a process aimed at supporting the development of all staff to improve performance and to raise standards of service delivery. This should apply to all staff except those on short term contracts of less than one year.
- b) It is the policy of the Authority to provide a performance management system for both the Authority as a corporate and individual employees as a useful management tool with a view to yielding maximum motivation of the individual employee and all the employees as a team for higher and better levels of performance in the Authority.
- c) It is also the policy of the Authority that staff performance management is continuous, participatory and open, involving both the employee being evaluated and those evaluating him/her. These joint review opportunities shall be used to define and refine the employee's role, develop a greater understanding of the departmental and corporate objectives and establish agreed key performance indicators, targets and standards.
- d) The process of performance management will establish that employees are meeting all reasonable expectations in respect to the discharge of their responsibilities.
- e) Performance Management will be monitored on a continuous basis through semi-annual progress reports and annually through the performance appraisal form.
- f) It is the responsibility of each line manager to manage the performance of their staff.
- g) Each supervisor with his supervisee(s) shall, at the commencement of each year, agree on the annual performance targets for the coming review period.
- h) If an employee starts working during the appraisal year, performance planning should be done at the conclusion of their 6 months' probation period. The same shall apply to employees who are transferred, promoted or who take up new positions.

6.2. Annual performance appraisal

- a) The period of appraisal is between July – June, within one financial year.
- b) At the end of each financial year, all departmental Heads will meet for an individual appraisal interview with each employee under their supervision and for whom they complete a Performance Appraisal Form in July each year.
- c) During the appraisal interview, the employee performance shall be reviewed as per the Performance Appraisal form.
- d) During and after the end-year performance appraisal, the supervisors shall agree on individual performance targets for the next performance period with their respective appraisees. The targets are recorded in fresh Performance Appraisal Forms for the next performance period.
- e) Upon completion of the appraisal interview, the respective supervisors shall forward duly filled and signed appraisal forms to the Head of Human Capital or his designate who shall compile the results of all staff appraisals, and prepare a performance report for the purposes of moderation and allocation of performance based rewards.

6.3. Corrective action in case of unsatisfactory performance

6.3.1. The Authority recognizes that situations may occur which require appropriate corrective action leading to improvement of an employee's job performance and/or conduct or, if appropriate, termination.

6.3.2. Where an employee's performance is not satisfactory, corrective action will be effected. Gaps and deficiencies will be identified that may be corrected through:-

- (i) Training
- (ii) Mentoring
- (iii) Counselling
- (iv) Job enrichment
- (v) Transfer, or
- (vi) Disciplinary action.

6.3.3. If an employee's misconduct or job-related misconduct is severe and/or repetitive, a step or steps in the process may be skipped or combined. Skipping

or combining, a step or steps shall be reviewed with the Chief Executive Officer in consultation with the Human Resource and Compensation Committee.

SECTION SEVEN

7. TRAINING AND DEVELOPMENT

7.1. Policy Statement

7.1.1. The Authority recognizes the need for training and development of all its employees. It is the policy of the Authority to offer training opportunities to its entire staff in order to improve their work performance, develop the skills of staff so as to make the staff more effective in their position and also for personal development.

7.1.2. The training and development of staff shall be directed towards achieving the following objectives:

- (i) Enhance the organizational performance by helping all employees to improve on their efficiency and effectiveness;
- (ii) Assist each employee gain competence and skills in preparation for more responsible positions within the Authority and to help each employee prepare for changes as the Authority develops to meet its changing needs; and
- (iii) Ensure that sufficient trained human resource is available to meet the Authority's requirements in future by identifying through appraisals those requirements and providing appropriate training and development opportunities for its entire staff.

7.1.3. Employees on resignation notice are not eligible for scheduled training even if the training was paid for before the resignation was rendered. The training opportunity will where possible, be offered to another qualifying officer.

7.2. Training Approaches

7.2.1. A variety of training approaches will be used, including the following:

- (i) **Induction:** Induction is the orientation training for new employees. It can last from one day to one week depending on the job. Every new employee will undergo an induction into the Authority's mandates, Vision, Mission, Values, IPOA Act, management structure, scope of IPOA activities and general code of conduct among other items. A newly appointed employee

will be eligible for an induction process within three (3) months of joining the Authority. The Head of Human Capital and the department Heads will take new employees through the induction programme.

- (ii) **In-house training:** In-house training is an internally conducted program addressing specific needs that have been identified in the whole Authority or within a specific unit by internal or external trainers. Department Heads should articulate operational skills required for day-to-day running of the organization and forward to the Head of Human Capital for inclusion in the annual training plan.
- (iii) **External Training:** External training refers to external courses organized outside the Authority, the content of which is considered relevant to the Authority's needs. The Authority will identify specific individuals to attend the training courses through the appraisal reports and the staff career projections and goals. Request for external training must be channelled through relevant directorate and department Heads and must be sent to the Head of Human Capital for appraisal and possible inclusion in the training plan.
- (iv) **Exchange Programs:** The Authority will when deemed necessary involve the attachment of staff to other organizations so that employees can gain experience which is relevant to their duties and improve their performance. The Authority will identify staff based on their duties in relation to the specific areas that the Authority requires improvement through learning from organisations that perform/undertake similar work.
- (v) **Field experiences:** A Field experience is an exchange program within the Authority where employees are temporarily attached to one of the Authority's offices away from staff member's duty station. The purpose of the attachment is for the staff member to gain experience and /or get prepared for similar responsibilities. Relevant directorate/departmental Heads and the Chief Executive Officer will be responsible for planning and executing field training.

7.3. Course approval

7.3.1. Training plans shall be submitted at the end of the financial year. Applications for trainings should be made through the Head of directorate/department to the Chief Executive Officer. Staff intending to apply and undertake trainings should have the same approved by the Chief Executive Officer. The employee will be kept informed on the decision made in respect to the training request.

7.4. Sponsorship for Educational and Professional Training

7.4.1. An employee who, through his own initiative and in his own time, embarks on a course relevant to his duties with the prior approval of the CEO and with the recommendation of the Training Committee may be reimbursed tuition and examination fees in respect of the course provided it is established that: -

- (i) The course is directly related to the nature of his substantive post or the post he may occupy on completion of the course.
- (ii) The course shall improve the employee's work performance and enhance his potential for additional responsibilities.
- (iii) The employee has completed the course registered for.
- (iv) The employee had not previously been sponsored by the Authority for the same or similar course.

7.4.2. Subject to availability of funds and approval of the training, the Authority may assist its employees acquire additional qualifications relevant to their jobs through sponsorship for various courses and study programmes up to a value of Kshs. 100,000 for tuition per training programme.

7.4.3. The Authority will undertake training needs assessment and prepare annual training projections for its employees.

7.4.4. All cadres of staff will be considered for sponsorship provided they have rendered high level of performance for a minimum period of six months. Staff on probation may also be considered for short trainings when it is considered extremely necessary to attend the training as part of the employees' orientation into the Authority. This will however have to be approved by the CEO on recommendation by the Training Committee on case by case basis.

7.4.5. Where an employee has been formally nominated by the Authority to participate in programmes that are partially funded, the Authority will pay the difference

between what the sponsor is funding and what the officer would otherwise be entitled to.

7.4.6. Where an employee obtains either fully or partially funded sponsorship relevant to his work at IPOA, on his own initiative, the Authority may release the employee for a period not exceeding one month, to attend the programme at his own expense.

7.4.7. Staff on short term contracts will not be eligible for staff training.

7.5. Training Committee

7.5.1. The training committee is a standing committee of the Authority and reports to the CEO. Its purpose is to advise on all staff training and development.

7.5.2. The Authority shall establish a Training Committee Headed by a Director and representatives from all Directorates. The Secretary shall be the Head of Human Capital.

7.5.3. The committee shall provide regular training reports to the Board.

7.5.4. The CEO shall appoint the members of the Committee for a period of two years.

7.5.5. The Training Committee shall provide oversight of the training plan. Its role will be:

- (i) To develop rules to ensure equity, fairness and provide guidance on training;
- (ii) To seek, allocate and distribute staff training and development opportunities available in consultation with Heads of Departments and the relevant Directors;
- (iii) To receive training proposals and nominate suitable persons to attend the training for approval by the CEO;
- (iv) To ensure that the implementation of the training plan is aligned to the Strategic objectives of the Authority.

7.6. Conditions Applicable to Employees on Training

7.6.1. Salary

- i. An employee attending a course approved by the Authority will be deemed to be on duty and all regulations pertaining to his employment will be applicable.

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

7.6.2. Allowances

- i. An employee travelling to attend short courses approved by the Authority outside his duty station shall be deemed to be travelling on duty and shall be paid any travelling and subsistence expenses incurred.
- ii. The employee will continue to receive his benefits during the training period.
- iii. Where the subsistence allowance provided by a sponsor is lower than that normally provided by the Authority, the Authority shall top up at such rates as are determined.
- iv. The Authority may engage guest speakers to deliver on topical subjects to its officers. Facilitation fees will be paid at rates prescribed by the Authority from time to time.
- v. Where an employee of the Authority will be invited as a resource person, participant, facilitator or guest speaker by another organisation, such employee may be paid facilitation fee or participation allowance paid by that organisation.

7.7. Conference and Seminars

- 7.7.1.** Employees attending conferences, seminars, workshops and study tours, whether locally or abroad, of up to four (4) weeks duration, shall be regarded as travelling on duty and shall receive appropriate allowances.

7.8. Expenses to be met by the Authority

- 7.8.1.** The Authority will meet the following expenses incurred by the employee relating to the training programme formally nominated or sponsored by the Authority:
- (i) Pre-departure medical examination, vaccination and inoculation fees, if any.
 - (ii) Visa fees and airport tax.
 - (iii) The course fees including registration, admission, and medical care converted to meet the requirements of the respective country and

compulsory subscriptions as demanded by the institution in question if the sponsor does not meet the same.

- (iv) A return ticket to and from the country of study.
- (v) Local transport and travelling to and from the airport of departure and arrival in Kenya.

7.9. Employee Responsibility

- (i) Fare for daily journey between his place of accommodation and place of study;
- (ii) Purchase of all outfits and clothing including any academic dress and winter clothing required;
- (iii) Personal commitments including laundry, recreation, entertainment and voluntary subscriptions; and
- (iv) Any expenses of personal nature that may be incurred during the period.
- (v) Outfit Allowance: An officer proceeding abroad during winter on official travel or training arranged by the Authority shall be paid an outfit allowance of US Dollars 450 or its equivalent in Kenya Shillings. The allowance shall be payable once in every four years.

7.10. Training Report

7.10.1. An employee sponsored for training will be required on return to prepare a presentation/report where applicable on the training attended. Special attention should be given as to how the skills acquired from the training can be shared with other employees in order to maximize the impact of training. The report may be presented for implementation to employees who are likely to benefit from the training.

7.10.2. The Report shall be submitted to the CEO through the departmental Head within two (2) weeks from the date an employee reports for duty from the training. The reports will be kept in the library for future reference.

7.11. Resumption of Duty

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

7.12. Refund of Training Expenses Incurred by the Authority

7.12.1. An employee on training may be called upon to refund any sums of money expended on him or her under the following circumstances: -

- (i) If through own acts of omission or commission, unsatisfactory conduct and general indiscipline, the employee displays unsatisfactory progress and is consequently discontinued from the course.
- (ii) Where the employee fails to return on duty at the expiry of the course without good reasons.

7.13. Monitoring and Evaluation

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

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

7.14. Training Projection

7.14.1. It is the responsibility of the Head of Human Capital to undertake training needs assessment and prepare an annual training projection as well as training budget. The annual training projection shall be prepared in consultation with all Directors and Heads of Departments.

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

7.15. Internship and Attachment

7.15.1. The Authority may provide opportunities for trainees from Universities and Tertiary Institutions to undergo specific periods of internship or attachment as provided in the Internship Policy.

7.15.2. Trainees on practical attachment shall be expected to adhere to all rules and regulations of the Authority.

7.15.3. Trainees on practical attachment/internship may be paid an out of pocket allowance at a rate that will be determined by the Board from time to time.

7.15.4. Trainees on Internship or attachment will be expected to produce the following:

- a) An application letter from the trainee;
- b) Introductory letter from the training institution;
- c) Police Clearance Certificate;
- d) Proof of medical insurance cover; and
- e) Identification document.

7.16. Service Bond

7.16.1. Service Bonding will apply in cases whereby employees are sponsored for courses accumulating to one month and above and require continuous follow up training. The employee will be required to sign a service bond of up to three years or pay 100% of the amount spent as tuition fee depending on the duration of the training.

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

Course Duration	Bond Period
Below 6 months	6 months
6 months – 1 year	1 year
Above 1 year - 2 years	2 years
Above 2 years – 3 years	3 years

7.16.2. The service bond will be applicable to trainings offered by IPOA or those funded by IPOA's development partners.

7.16.3. In case an employee leaves the Authority before expiry of the duration of the bond, legal action will be taken against the defaulting employee to refund the bond amount on pro-rata basis.

7.16.4. The waiver of the service bond may be considered on very exceptional cases, but the waiver rests with the Board.

SECTION EIGHT

8. EMPLOYEE CODE OF CONDUCT

8.1. Purpose of the policy

The purpose of this code is to develop an ethical procedure which employees are expected to adhere to in the performance of their duties as they relate to other employees as well as public. The Authority reserves the right to impartially administer discipline and the employee has the right to be granted a fair hearing.

This section contains general rules of conduct to be observed by an employee so as to maintain integrity and loyalty to the IPOA and also uphold the dignity of the public office to which he has been appointed in accordance with the constitution.

It should be clear that each employee occupies a special position within the Authority and ought to be proud of that position and ensure that his conduct both in public and in private life does not bring the service into disrepute.

An employee will observe professional working relation with their peers, supervisors' and juniors at all times and in case of any dispute/grievance for any kind of harassment by any employee towards their peers, disciplinary action will be taken. Actions of employees should at all times reflect the values upheld by the Authority. In case of any complaint, the employee shall record a grievance that shall be handled appropriately.

The employee shall devote himself/herself entirely to the duties of his post during the prescribed hours of duty at the Authority. Failure to adhere to these rules will lead to disciplinary action.

8.2. Professional Conduct

8.2.1. The services of an employee are not limited to work which may be specified in his or her contract of employment. An employee may therefore be called upon to perform any reasonable duty for which he may be suited in connection with the working of the Authority.

8.2.2. Every employee of the Authority is duty bound to respect and comply diligently with lawful instructions of his or her supervisors.

8.3. Official Languages

8.3.1. The Authority's official languages will be English and Kiswahili. Employees must at all times converse in the official languages so as to be sensitive and avoid situations where staff feel excluded based on their diversity

8.4. Office Hours

8.4.1. Working hours shall be Monday to Friday from 8.00am to 5pm with a 1 hour lunch break.

8.4.2. Though the general office hours are as stated above, the employees may be called upon to work outside these hours provided there is good cause requiring their services either earlier or later.

8.4.3. Where employees are required to work outside the general office hours, for example in shifts, it should be ensured that an employee works for a total period of not less than forty (40) hours per week. Employees who are required to work outside the working week (weekends or public holidays) may be allowed to take equivalent days off subject to exigencies of duties.

8.5. Dress Code

Dressing must be modest and of a nature that lends itself to dignity and integrity of self and the Authority. All staff shall exercise good judgement in their standard of dressing by observing the following guidelines:

- (i) Employees should dress formally and professionally;
- (ii) Employees should at all times be decently and appropriately dressed for duty;
- (iii) Employees may wear smart and decent casual or IPOA branded corporate attire on Fridays or as may be guided by management from time to time;
- (iv) Employees are not allowed to wear branded clothing of other organizations while on duty;
- (v) Male staff must wear ties during official working hours on Monday to Thursday. No casual shirts shall be worn during working days unless on field work and/or depending on the nature of assignment.
- (vi) All staff should refrain from wearing revealing and provocative clothing.
- (vii) Shorts and culottes are not allowed whether they are suits or not.

- (viii) Male staff shall not wear sandals, except when an employee has an ailment that demands that sandals be worn.
- (ix) Hairstyles should not be flamboyant but should reflect the dignity of the Authority.
- (x) Male officers are not permitted to wear pony-tails or earrings.
- (xi) Employees may wear smart casuals during workshops and retreats.

8.6. Official Secrets Act Declaration

- 8.6.1.** All employees will be required to sign a declaration of secrecy as prescribed in the Official Secrets Act, Cap.187 and Section 5 of the Service Commission's Act on joining and leaving the Authority.

8.7. Declaration of Income, Assets and Liabilities

- 8.7.1.** All Employees shall, every two (2) years submit a declaration of income, assets and liabilities for themselves, spouse and dependent children less than eighteen (18) years in accordance with the Public Officer Ethics Act, 2003.
- 8.7.2.** All employees may be required to complete and submit IPOA vetting forms upon joining or at such other time as the Board may decide.

8.8. Newspapers and Publications

- 8.8.1.** An employee must not, except with the express permission of the CEO, act as an editor of any newspaper, or take part directly or indirectly in the management thereof, nor publish in any manner anything which may reasonably be regarded as being of a political or administrative nature, whether under his own name, under a pseudonym or anonymously.
- 8.8.2.** An employee may however, publish in his own name, matters relating to subjects of professional or general interests not involving public matters, politics, the Authority or Government affairs.
- 8.8.3.** An employee who wishes to publish an article or deliver a speech, the substance of which may subsequently be published or the substance of which may reasonably be regarded as being of political or administrative nature, shall seek

permission to do so from the CEO and a draft of the proposed article or speech submitted for approval.

8.9. Media Interviews

8.9.1. Save with the CEO's Authority, no employee whether on duty or on leave, shall accept to be interviewed on issues affecting the Authority or matters of Public Policy. The spokespersons of the Authority shall be the Chairperson and Chief Executive Officer or an employee duly authorized by either of them.

8.10. Party Politics and Contesting in Elections

8.10.1. Employees are prohibited from using the Authority's name or resources in furtherance of political/personal ambitions or gains.

8.10.2. Prohibited conduct include holding party positions, participating in party meetings, expressing support or opposition to purely party positions, being an agent of a political party etc.

8.10.3. An employee shall not engage in political activity that may compromise or be seen to compromise the political neutrality of his or her office.

8.10.4. A member of staff who wishes to contest as a member of the County Assembly, National Assembly, Senate, Governor or presidential elections shall be required to resign at least 6 months before the date of the said elections or by the date set by law. Any member of staff who offers himself/herself for elections and fails to comply with the above requirement shall be guilty of gross misconduct, and shall be subject to summary dismissal.

8.10.5. Notwithstanding the above requirement, members of staff shall have a right to exercise their constitutional democratic right to vote.

8.11. Political Views

8.11.1. An employee is not permitted to be active members of any political associations of which the objects and functions are in any way political.

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

- (i) Act as an agent for, or so as to further the interest of a political party;
- or

- (ii) Indicate support for or opposition to any political party or candidate in an election;
- (iii) Engage in political activity that may compromise or be seen to compromise the political neutrality of his office;
- (iv) Use his political stand to intimidate others perceived to be of a different view.

8.12. Disclosure of Information of the Authority

8.12.1. An employee must not disclose any information concerning the affairs of the Authority or its employees or show or release any official document to any person not connected with the Authority unless authorized by the Chief Executive Officer.

8.12.2. Individual invitations for technical advice or presentation of papers should be channelled through the CEO.

8.13. Pecuniary Embarrassment

8.13.1. The Authority will provide assistance to employees who are in financial difficulty to extricate themselves from their problems. However, there is a limit to which an employee may be assisted and it may be necessary to terminate the services of anyone who is persistently in financial difficulties to the extent that he either becomes a risk to the Authority or is unable to carry out his duties effectively.

8.14. Duty of Disclosure of Gifts

8.14.1. An IPOA employee shall not accept or solicit any gifts, rewards, benefits or any other valuable present in any form, including free passage, hospitality and other favours, from any person who has an interest that may be affected by the officer's official duties.

8.14.2. All employees are expected to refuse gifts that could be regarded as an attempt to exert undue influence on them.

8.14.3. Any employee who is invited to represent the Authority and who during the performance of that duty receives any gift from the inviting institution is required to disclose such gifts to the Authority.

8.14.4. Where the gift is a non-monetary gift, the employee is required, in addition to disclosure, to state the worth of the said gift.

- 8.14.5.** If it is above Kshs. 20,000, to surrender 50% of the gift amount to the Authority.
- 8.14.6.** An officer may accept a gift given to him in his official capacity but, unless the gift is a non-monetary gift that does not exceed the Kshs.20,000 in value, such a gift shall be surrendered to the Authority. The officer will be required to fill in a gift declaration form.

SECTION NINE

9. COMPLAINTS AND GRIEVANCE HANDLING

9.1. Grievance handling

This section contains guidelines on the management of grievances at the workplace. This section applies to grievances against members of staff by another member of staff. The objectives of these provisions are:

- (i) To create a conducive working environment where employees realise their full potential;
- (ii) To ensure that an employee's performance is not hampered due to unresolved differences; and
- (iii) To provide aggrieved employees with machinery through which their grievances are addressed

9.2. It is of primary concern to the Authority that staff members be treated fairly and equitably. The Authority recognises that there are times when a staff member may feel that she /he has not received the treatment or obtained the satisfaction he was expecting, either from the Authority or from a supervisor. In such instances it's important that the staff member be given the opportunity to voice their dissatisfaction and seek redress.

9.3. Staff shall be encouraged to adhere to these procedures when they feel aggrieved or a need arises to raise complaints.

9.4. All employees should be given a fair hearing concerning any grievance they may wish to raise.

9.5. A grievance exists when two or more persons working at the Authority disagree on an important aspect of work or other matters that adversely affects their relationship at work, and they are unable or unwilling to resolve the conflict among themselves within a reasonable period.

9.6. The parties to a grievance have the primary responsibility of resolving it among themselves. A resolution is encouraged at this stage through discussion and the counselling of all parties concerned.

- 9.7.** Where the parties are unable to resolve their grievances, the same shall be referred to their immediate supervisor/s and where the complaint is against the supervisor, the complaint/grievance shall be referred to the Head of Human Capital.
- 9.8.** Complaints/Grievances against the Head of Human Capital, Heads of Departments or Directors shall be referred to the CEO.
- 9.9.** The person to whom a complaint is made or grievance presented is required to respond to the complaint within three (3) working days.
- 9.10.** The person, to whom a complaint/grievance is presented, shall arrange at the earliest opportunity but not later than 5 days to have a meeting with the two employees involved during which he or she will listen to all aspects of the matter and seek to have it resolved amicably.
- 9.11.** The hearing should be conducted in privacy with no interruptions. Minutes of the grievance meeting must be taken. Both the person complained against and the aggrieved party must provide evidence and the allegations must be clearly stated. There should be adequate allowance for enquiry by both parties.
- 9.12.** If, after hearing both parties, the supervisor/ Head of Human Capital, Chief Executive Officer as the case may be, is satisfied that a valid and serious grievance exists by one employee against another but the same is not of such a weight as to require disciplinary proceedings, the Head of Human Capital, Chief Executive Officer as the case may be, shall issue a first written warning to the person/s complained against. The warning letter shall contain:
- (i) Details of the complaint;
 - (ii) Changes in behaviour that are required;
 - (iii) A period of time during which the matter will be reviewed again;
 - (iv) The consequences that may accrue from failure to change, including loss of employment; and
 - (v) The period of time for which the warning will remain valid
- 9.13.** Where a serious and valid grievance is registered against the same person to whom a written warning has been given, a second written warning letter shall be issued. A copy of this warning will be placed in the employee's personal file. The

employee will sign the records as an acknowledgment that the warning has been received and understood. Refusal by the employee to sign the record shall not invalidate the issuance of the written warning.

- 9.14.** A third substantiated complaint against the same person in one calendar year will merit the matter being referred to the HR Management Advisory Committee or the Board as appropriate.
- 9.15.** A warning letter shall expire at the end of six (6) months from the date of issue.
- 9.16.** If the Head of Human Capital is satisfied that a valid and weighty grievance exists between the parties and the grievance may amount to a disciplinary offence, he or she shall refer the matter through the Chief Executive Officer to the HR Management Advisory Committee or a disciplinary panel.
- 9.17.** Whenever a grievance is referred to a Disciplinary panel, Chief Executive Officer shall issue the employee with a detailed written statement of the allegations against him or her.
- 9.18.** Grievances against the Chief Executive Officer should be referred in writing to the Chairperson of the Authority.
- 9.19.** Should an employee of the Authority have a grievance against a Board Member, procedure in the Board Charter shall apply.

SECTION TEN

10. DISCIPLINARY POLICY

10.1. Purpose of the policy

The purpose of the Disciplinary Policy is to provide a framework for the disciplinary process that supports the achievement and maintenance of high standards of conduct, cordial relations and teamwork in order to achieve the desired levels of job performance.

10.2. Objectives

The objectives of this policy are to:

- (i) establish a standard mechanism for effective management of misconduct
- (ii) communicate a common understanding of misconduct and discipline
- (iii) promote acceptable conduct
- (iv) Dispute and Grievance settlement

10.3. Absence from Duty

10.3.1. An employee who absents himself or herself from duty in the course of the day without approval from the supervisor will be liable for disciplinary action. The Heads of Directorates and departments shall ensure that they keep track of their departmental staff at all times.

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

10.3.3. Where an employee is absent from duty without permission or lawful cause for a period exceeding seven days (7) and the employee cannot be traced within a period of twenty four (24) hours from the commencement of such absence, or if traced, no reply to a charge of absence without permission is received from him within twenty one (21) days after the dispatch of the charge to him, he shall be dismissed from the Authority.

10.3.4. An employee who absents himself from duty on account of ill health shall be required to produce within 48 hours, a medical certificate signed by a

Government Medical Officer or a Private Medical Practitioner. If such a certificate is not forthcoming, the employee will be regarded as having been absent from duty without permission and shall not be entitled to pay for any period of such absence and may be subject to any other disciplinary action that may be deemed appropriate.

- 10.3.5.** When an employee has been absent from duty without permission and has been paid, the amount in question shall be recovered from his salary or any other monies due to him from the Authority or may be sued for recovery.

10.4. Human Resource Management Advisory Committee

- 10.4.1.** The Chief Executive Officer shall constitute a HR Management Advisory Committee which shall deliberate on all Human Resource Management matters. This committee shall deliberate on appointments, promotions and disciplinary cases involving staff in IPOA grades 4 and below. The Chief Executive Officer or his appointed designate who shall not be below the grade of a director shall chair the HR Management Advisory Committee while the Head of Human Capital shall be the Secretary to the Committee. The other members of the Committee shall be the Heads of Department.

- 10.4.2.** Appointment, promotion and Disciplinary cases involving staff in IPOA Grade 1 to 3 will be deliberated on by the Board.

10.5. Nature of Offences

There are three types of offences; minor, major and gross misconduct.

a) Minor Offences

Examples of minor offenses include but are not limited to the following:-

- (i) Continued lateness to work;
- (ii) Absence from duty for not more than 2 days without permission;
- (iii) Idling and loitering during working hours;
- (iv) Avoiding work on account of feigning sickness;
- (v) Misuse of telephone and other resources;
- (vi) Pecuniary embarrassment;
- (vii) Causing unnecessary commotion in IPOA's premises or in public places;
- (viii) Gossiping and spreading false information;

- (ix) Hawking goods and wares in offices;
- (x) Sleeping while on duty.

b) Major Offences

Examples of major offences include but are not limited to the following:-

- (i) Absence from work for a period of more than two days but not more than 7 days without permission or acceptable excuse;
- (ii) Entering into gainful employment/occupations which in the view of the management may be in conflict with IPOA's interest;
- (iii) Breach of policies, procedures and set regulations;
- (iv) Repetition of minor offences;
- (v) Deliberate go-slow or obstruction of work;
- (vi) Dishonesty reflecting adversely on the honesty and moral integrity of an employee's duties;
- (vii) Deliberate miss-posting of payments;
- (viii) Misuse of company vehicles e.g.
 - Carrying unauthorised personnel
 - Driving without valid driving licence
 - Using company vehicle without authorisation
 - Permitting non IPOA personnel to drive the Authority's vehicles
- (ix) Permitting non IPOA personnel to use Authority's facilities/resources e.g. computers, printers, copiers and scanners without authority;
- (x) Writing or publishing any official information which has not been cleared for publication by the Authority;
- (xi) Being under the influence of alcohol or harmful drugs during hours of duty.

c) Gross Misconduct Offences

Examples of gross misconduct offences include, but not limited to the following;

- (i) Absence from work for a period of more than 7 days without permission;
- (ii) Repetition of major offences;

- (iii) Willful neglect to perform official duties or to carelessly and improperly perform any work which is on one's line of duty;
- (iv) Sexual harassment at the work place. Under these Regulations, sexual advances include requests for sexual favours and other verbal or physical conduct of a sexual nature;
- (v) Insubordination i.e. undermining Authority;
- (vi) Willful misuse or damage of Authority's property;
- (vii) Physical violence on self or other employees;
- (viii) Soliciting, giving or accepting bribes or commissions;
- (ix) Misappropriation and theft of IPOA property;
- (x) Fraud and obtaining money by false pretense;
- (xi) Misuse or disclosure of information of confidential nature;
- (xii) Use of abusive language or behaviour deemed inappropriate to both IPOA and the public;
- (xiii) Criminal offenses in cases where a member of staff has been convicted of a serious crime;
- (xiv) Colluding with accused persons to defeat the cause of justice;
- (xv) Tampering with files and other official documents;
- (xvi) Tampering with and destroying evidence;
- (xvii) Financial embezzlement;
- (xviii) Irregular awarding of tenders;
- (xix) Tampering with tender documents;
- (xx) Irregular payments;
- (xxi) Gross negligence of duty resulting in loss of property or funds;

10.6. Disciplinary Action

10.6.1. The following disciplinary action may be taken against an employee depending on the nature of the offence:-

- (i) Counselling;
- (ii) Verbal warning;
- (iii) Written warning;
- (iv) Recovery of the cost or part of the cost of any property whose loss or

- breakage is caused by default or negligence of the employee;
- (v) Recovery of salary equivalent to the number of days of unauthorized absence from duty;
 - (vi) Withholding of salary increment;
 - (vii) Stoppage of salary increment;
 - (viii) Demotion or reduction in rank;
 - (ix) Retirement in the public interest;
 - (x) Interdiction;
 - (xi) Suspension; and
 - (xii) Summary Dismissal

10.7. Disciplinary Procedure

10.7.1. Counselling

- (i) This should be the first step in a disciplinary procedure. An employee who has committed a minor disciplinary case should be counselled. The supervisor should discuss the matter with the employee and advise the employee to reform.
- (ii) If the employee repeats the same or another offence of similar nature, the formal disciplinary procedure should be invoked.

10.7.2. Verbal warning

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

10.7.3. Written Warning

- (i) Where irregularity is of a more serious nature, the employee shall be informed in writing of the specific charge(s) by the Head of the Department to explain why disciplinary action should not be taken against him. The employee shall be required to reply to the charges within fourteen (14) days of the date thereof.

- (ii) If the explanation is not acceptable to the Supervisor or the Committee handling the case, this shall be stated in a warning letter to the employee. The employee shall be required to signify in writing that he has read and understood the contents of the letter.
- (iii) A warning letter shall be in force for six (6) months.
- (iv) A second written warning shall be given to an employee who having committed a minor offence earlier, shall repeat a similar offence or another offence of similar severity, during the period when a first warning shall still be in force.
- (v) 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 is still in force.
- (vi) 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.
- (vii) Before a final warning is given to an employee, the action contemplated will be explained to the employee in writing and he shall be provided with an opportunity to respond within twenty one (21) days.
- (viii) If the offence is repeated or the failure not corrected or should the employee commit an offence of similar severity, the employee shall be summarily dismissed.
- (ix) In certain circumstances, the misconduct might be serious enough to justify summary dismissal without any warning.

10.7.4. Show Cause Letter

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

- (ii) 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.

10.7.5. Interdiction

- (i) Interdiction is a procedure applied on serious disciplinary cases that require investigations involving any breach of the rules and regulations in order to allow establishment of fact(s) of the case.
- (ii) This formal disciplinary procedure will be applied to major disciplinary offences. An employee who is on interdiction will be paid 50% of his basic monthly salary less any statutory deductions. During this period the employee will continue to receive house allowance, commuter allowance, other remunerative allowances and medical benefits at full entitlement.
- (iii) While on interdiction, the employee will be required to report to his supervisor and sign a register once a month.
- (iv) In the event the employee fails to report as instructed, the interdiction will automatically be translated to suspension.
- (v) Interdictions shall not exceed three (3) months, within which time investigations should be completed and disciplinary action determined and meted out.

10.7.6. Suspension

- (i) Where an employee has been charged with a criminal offence other than a traffic offence the employee shall be suspended from duty by the CEO. The Board shall be informed of any employee placed on suspension.
- (ii) Suspensions shall not exceed three (3) months, within which investigations are completed and action determined.
- (iii) The Board shall have the discretion to finalize such a case administratively, separate from the court process, if it is of the view that the offence amounts to gross misconduct and injurious to its interest or image.

- (iv) While on suspension, an employee shall not be entitled to a salary but will receive house allowance, commuter allowance, other remunerative allowances and medical benefits.

10.7.7. Surcharge

- (i) The Authority may resolve to surcharge an employee on account of misappropriation of money, property, malicious damage or misuse of the same.
- (ii) The Human Resource Management Advisory Committee may recommend to the Board for surcharge of an employee either in full or an amount proportionate to the offence.
- (iii) In all surcharge cases, a show cause letter must be issued and the employee allowed to submit his or her defence.
- (iv) Surcharge cases should be implemented as follows:
 - a) In monthly installments 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 Service, until the full amount of surcharge is paid.

10.7.8. Dismissal

- (i) In the event of failure to heed a final written warning, an employee will be advised that he may face summary dismissal.
- (ii) An employee who is charged on gross misconduct will be summarily dismissed from the Authority.
- (iii) A letter narrating the facts of the case and giving reasons why dismissal is recommended will be sent to the employee and a copy of the letter placed in his or her personal file. The employee will be provided with an opportunity to respond within twenty one (21) days.

- (iv) An employee who is declared bankrupt or in any way commits an act which is likely to cause embarrassment to the Authority will be liable to summary dismissal.
- (v) In conveying the decision of the dismissal, the employee shall be informed of his right of appeal to the Board within six (6) weeks.
- (vi) An employee whose termination is through summary dismissal will be entitled to payment of any terminal benefits in accordance with the provisions of the gratuity scheme/pension.

10.7.9. Appeal

All employees on disciplinary action shall have the right of appeal to the Board. The appeals shall be made in writing within six (6) weeks from the date of the letter conveying the disciplinary action.

10.7.10. Criminal Proceedings

In the event that criminal proceeding are preferred against an employee for offences which do not directly relate to the Authority, the Human Resource and Compensation Committee shall suspend the employee, pending internal investigations whether the IPOA policies and procedures have been breached and appropriate action taken.

10.8. Private Civil or Criminal Cases

An employee who is party to or whose attendance is required in relation to civil or criminal proceedings in which the Authority has no interest will make his own travel and leave arrangements. The employee may however, be expected to inform the Authority of the civil or criminal case. However, where an employee is a state witness in a criminal or civil case, the said employee will be granted leave of absence to attend court but no monetary benefits will be granted.

10.8.1. Legal Proceedings by and Against Employees Arising out of the Discharge of their Official Duties

- (i) Where a criminal prosecution or civil suit is instituted against an employee as a result of an act of omission or commission by the

employee in the course of official duties, the employee may apply to the CEO to seek legal representation immediately he is arrested or served with court summons.

- (ii) Where the CEO after due consultations is satisfied that the employee acted in good faith and was not negligent in the execution of his or her official duties and that it is in the interest of the Authority that the employee should be defended, the Authority shall meet expenses incidental to the case from the Authority's funds.
- (iii) The Authority may hire an advocate or use the services of its legal counsel to defend the employee in the case.
- (iv) If the court rules any fine or award of costs or compensation, the Authority shall meet the expenses.

SECTION ELEVEN

11. CONFLICT OF INTEREST

11.1. Definition of conflict of interest

Conflict of interest exists where there is an actual or perceived incompatibility between an employee's duties and responsibilities of office and the private interests of the employee or an immediate family member which can include but is not limited to pecuniary interests including investments and business involvements; outside employment; service, whether voluntary or otherwise, on a board, council or committee or other organization; and personal relationships, including immediate family and spouse.

11.2. Avoidance of conflict of interest

11.2.1. An employee shall use his or her best efforts to avoid being in a position in which his or her personal interests conflict with his or her official duties.

11.2.2. An employee whose personal interests' conflict with his or her official duties shall be required to immediately upon learning of the conflict declare the personal interests in writing to the CEO and comply with any directions to avoid conflict and refrain from participating in any deliberation with respect to the matter.

11.2.3. An employee shall not award a contract or employment or influence the award of a contract/employment to: himself or herself, a spouse, partner, or relative, or a corporation, partnership or other body in which the officer has an interest.

11.2.4. No employee shall solicit any gifts, rewards, or any kind of favour from any firm or supplier to the Authority or from any provider/potential provider of services to the Authority in return for services rendered.

11.2.5. To the extent permitted by the Public Procurement and Disposal Act, 2005 and Regulations, any member of staff is free to bid for the purchase of the Authority's assets as and when the same are advertised for sale by tender.

11.2.6. In short-listing and interviewing panels, any possible conflict of interest by members of the short listing or interviewing panels in relation to any or all applicants should be recorded. The disclosures will include relatives, business

partners and friends. In appropriate cases, a member of the panel may be asked to withdraw from the panel if the possible conflict of interest is serious.

SECTION TWELVE

12. SEPARATION FROM SERVICE

The Authority will ensure that any staff separation will be handled in a professional and sensitive manner in the spirit of the organization values and appropriate legislation. Separation may occur through resignation, termination, summary dismissal, redundancy, retirement and death in service.

12.1. Resignation

12.1.1. Resignation is a voluntary decision by an employee to terminate his employment with the Authority.

12.1.2. Staff members may resign from the Authority upon giving the Chief Executive Officer through the HOD/Director where applicable the written notice required under the terms of their appointment. This advance notification allows the Authority time to adjust work schedules and secure a replacement.

12.1.3. In most cases employees voluntarily resign from the Authority's employment. Employee voluntary resignation should provide a written letter of resignation and in return an acceptance letter of resignation be issued to the employee acknowledging the resignation.

12.1.4. An employee on probation may resign by giving a fourteen (14) days written notice or such other period as is indicated in the employment contract. In this case, the normal Exit Interview process shall be undertaken.

12.1.5. Unless otherwise specified in their letters of appointment, one month notice of resignations shall be given to the Authority.

12.2. Summary Dismissal

An employee who engages in gross misconduct may be summarily dismissed in accordance with Part VI Section 44 of the Employment Act 2007.

12.3. Death

If an employee dies while in the employment of the Authority, the Authority shall contribute Kshs. 50,000, which is non-accountable to take the body to its final burial place. On the death of a spouse, dependent, son/daughter or parents

excluding in-laws of an employee, the Authority shall provide or facilitate reasonable transport for representatives from the Authority to and from the burial and contribute Kshs. 30,000 in financial assistance, which is non-accountable. This money shall be given to the next of kin or authorised beneficiary.

12.4. Retirement on medical grounds

12.4.1. Where an employee becomes unable to perform essential functions of his/her position due to sickness or disability may be separated from the Authority. The CEO shall forward the case to the Director of Medical Services to convene a Medical Board. The employee may thereafter, be retired on medical grounds.

12.4.2. Retirement on medical grounds will be sanctioned by the Authority.

12.5. Redundancy

12.5.1. The Authority may terminate the appointment of staff members if the necessities of the service require abolition of the post or reduction of staff, or if changes in the programme and resultant changes in skills required renders staff members redundant.

12.5.2. If a staff member is declared redundant after twelve months continuous service, he or she will qualify to be paid for 6 months' severance pay. The staff will also be given requisite notice or pay in lieu as per letter of appointment as well as other specified provisions.

12.6. Retirement

12.6.1. The retirement age for all staff will be 60 years unless medically disqualified at an age.

12.6.2. Six (6) months before retirement date of an employee, the Head of Human Capital will write and notify them of their impending retirement. The letter should include all information pertaining to the retirement including all the benefits due to the employee at the time of retirement. From this point, processes to retire the employee can be effected.

12.6.3. Terminal Leave may be granted for an agreed period of time pending retirement.

12.7. Conditions for Termination

12.7.1. Restitution of advance Annual Leave.

Upon separation, an employee who had taken advance leave beyond that which they have subsequently accrued shall make restitution for such advance leave by means of a cash refund, or offset against monies due to them by the Authority, equivalent to the remuneration received, including allowances and other payments in respect of the advance leave period.

12.7.2. Commutation of Leave days

Upon termination of an employee's services, the employee will commute for cash all unutilized leave days. The commutation will be based on the current basic salary of the employee. The commutation for unutilized leave days shall only be made when the employee has successfully been cleared and a Clearance Certificate issued.

12.7.3. Clearance

- (i) An employee will be required to obtain clearance on resignation, dismissal or termination of appointment or retirement within three months. In case of death, the next of kin shall obtain the clearance. An employee's salary for the last working month on leaving the Authority will be withheld till he clears completely with the Authority as required.
- (ii) A clearance form will be issued by the Human Resource office once a notice of resignation is accepted. The same must be used by the staff to clear from their respective departments and all other relevant departments as required and have it signed accordingly by the various departments as is indicated in the form.

12.7.4. Handing-Over Reports

All employees leaving the Authority will hand over a comprehensive report under the supervision of the immediate supervisor and/or the Head of Department. A copy of the report duly approved by the supervising authorities will be submitted to the CEO and copied to the Head of Human Capital.

12.7.5. Certificate of Service

A Certificate of Service will be issued to an employee upon retirement, resignation, dismissal or termination as prescribed in the Employment Act. Upon request, an employee can be given a recommendation letter.

12.7.6. Authority Property

Upon termination of the employment contract, the staff shall hand over to the Authority all property for which he may be responsible at the time of such termination, including records of his own work or work for which he may be responsible together with any files, lists and notes given him or compiled in the execution of one's duties.

12.7.7. Exit Interviews

Upon resignation, an employee may be offered an exit interview for purposes of feedback on the work and activities and reasons for leaving the Authority. The Head of Human Capital will organise for the same. The report of the exit interview will be shared with the CEO and the Board.

SECTION THIRTEEN

13. HEALTH AND SAFETY

13.1. Policy Statement

IPOA shall recognize and commit itself to the achievement of the highest practical standards of healthy working environment at the workplace, and the elimination or minimization of health and safety hazards and risks that may affect its employees. In this regard it will implement policies and programmes that assure their protection from such hazards and disasters. The policies and programmes will be implemented in compliance with the provisions of Occupational Safety and Health Act, 2007 and other Labour Laws.

13.2. Guidelines to General Safety

13.2.1. IPOA shall maintain healthy and safe working conditions for employees to ensure there is no personal injury caused by accidents.

13.2.2. Employees shall always consider safety to themselves and others when performing their duties. They shall not compromise on quality, caused injury, ill health, loss or environmental damage at all times.

13.3. Emergency Preparedness

13.3.1. The Authority shall institute adequate plans for foreseeable incidents such as accidents, explosions, fires, and bomb threats, prepare and outline procedures to be followed in such events.

13.3.2. Directors and Heads of Departments shall have a responsibility of ensuring that all employees and visitors are informed of and are fully conversant with the emergency procedures.

13.4. Fire Precautions

13.4.1. The Authority shall ensure that the fire protection facilities provided in the premises are adequate and maintained as advised by Fire Officers and Occupational Safety and Health Officers. The Office will enforce all necessary fire precaution measures.

13.5. Fire Prevention

13.5.1. No hazardous or highly inflammable materials should be stored in premises without the approval of the Chief Executive Officer.

13.5.2. Positions of firefighting equipment must not be interfered with nor should firefighting equipment such as hose reels and extinguishers be used for purposes other than firefighting.

13.5.3. The Authority should ensure that:-

- (i) A Health and Safety Committee is formed in all premises used by employees;
- (ii) The Committee members and all employees are trained; and
- (iii) Firefighting drills are conducted in all premises used by employees in accordance with the requirement of the Occupational Safety and Health Act, 2007.

13.6. Notification of Fires

13.6.1. All fires, however small, must be reported to the Principal Fire Officer or County Fire Officers or other Government agencies i.e. the Police or any administrative office within twenty four (24) hours. The premises so affected by fire must be guarded and no evidence should be interfered with until investigations are over.

13.6.2. 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.

13.6.3. IPOA premises will be fitted with fire detectors, alarms and firefighting equipment.

13.7. Compensation to Employees in case of Injury or Death

13.7.1. Accidents arising out of and in the course of an employee's employment resulting to injury or diseases arising from occupational hazards or death are compensable.

13.7.2. The Authority will procure a Group Personal Accident Insurance for its staff.

SECTION FOURTEEN

14. WORKPLACE VIOLENCE

14.1. Policy

14.1.1. Any employee who commits an act of violence at work against a person or property will face disciplinary action up to and including dismissal from service. Where appropriate, the matter will be referred to legal authorities for prosecution.

14.1.2. Workplace violence is violence against employer, employees and property and takes place in the workplace. It is committed by persons who either have employment related connection with the Authority or are outsiders. It involves:-

- (i) Physical acts against persons or employer's property.
- (ii) Verbal threats or various statements that are meant to harm, intimidate or create a hostile environment.
- (iii) Written threat or other written conduct of intense distortion that is meant to threaten or create a hostile environment. These include abusive remarks or threats made via the e-mail system or text message.

14.2. Reporting Procedure

14.2.1. Dealing with workplace violence requires the combined efforts of all employees. The Authority intends to see that it is stopped or does not occur at all and all employees must do their part to prevent occurrence.

14.2.2. All employees are expected to report any acts of violence. Employees should bring their concerns directly to the attention of line managers or the Head of Human Capital. All such reports shall be fully investigated; any employee who takes reprisal, regardless of the magnitude of the reprisal, against a person who reports any act of violence or suspicion of violence shall be subject to immediate discipline, up to and including dismissal from service.

SECTION FIFTEEN

15. HARASSMENT

15.1. Policy

The Authority has a commitment to maintain a work environment that is free from all forms of harassment and discrimination

15.2. Responsibility and Procedure

15.2.1. All managers are responsible for the prevention of all acts of discrimination or harassment within their areas of responsibility. Each employee is also responsible for maintaining a work environment that promotes freedom from harassment. Co-operation and participation among all employees is essential in helping the Authority maintain an environment that is conducive to individual productivity, growth and development.

15.2.2. If an employee has concerns or feels he or she or a co-employee has been subjected to harassment or discrimination, the employee should contact the Head of Human Capital or designate immediately. The Head of Human Capital will take immediate action by conducting an investigation. The investigation process will respect confidentiality and the privacy of the individuals concern.

15.2.3. No reprisal will be undertaken against anyone who makes a complaint or reports an observation of harassment or discrimination based upon the belief that there has been a violation of this policy.

15.3. Sexual Harassment

15.3.1. Sexual harassment will not be tolerated. Sexual harassment is a direct and unacceptable contravention of our values.

15.3.2. Sexual harassment is defined as unwelcome sexual advances or requests for sexual favours and other verbal or conduct of physical nature. Harassment encompasses a range of physical or verbal behaviour including e-mails, voice or text messages and can include but is not limited to sexual or ethnic comments or jokes, inappropriate written or pictorial (graphic) material, discriminatory

remarks, religious slurs, racial insults and sexual advances which create a hostile work environment.

15.3.3. A hearing will be conducted fairly with both parties given equal opportunity to put their case forward. Complaints on sexual harassment will be handled confidentially and with sensitivity and due respect to both parties. Care will be taken to protect the careers and reputations of both parties.

15.3.4. Sexual harassment is a gross misconduct and where the offender is guilty he will be liable to instant dismissal. Less severe penalties may be applied to minor offenders. Employees subjected to sexual harassment may take legal action. However, such matter must be exhaustively dealt with within the office through the Chief Executive Officer, and where need be, forwarded to the relevant Board Committee.

15.3.5. The Authority will provide support for employees who are sexually harassed as follows:-

- (i) Guidance on handling sexual harassment
- (ii) Seek to resolve problem informally
- (iii) Assist complainant in submitting a grievance
- (iv) Secure an undertaking by the offender to stop the behaviour.
- (v) Counselling both parties on their future conduct where the problem has been resolved informally.
- (vi) Managers will be responsible for preventing sexual harassment taking place and taking action if it happens.

15.4. Bullying

Bullying is a persistent, offensive, abusive, intimidating or insulting behaviour, abuse of power, or unfair punishment which upsets, threatens and/or humiliates the recipient(s), undermining their self-confidence, reputation and ability to perform.

Bullying is a form of harassment and constitutes unacceptable behaviour. Employees who indulge in bullying will face severe disciplinary action. Any

employee who is bullied has the right to discuss the problem with the Head of Human Capital or lodge a complaint with his line manager.

SECTION SIXTEEN

16. GENDER ISSUES

The Authority shall establish a Gender Mainstreaming Committee. All gender mainstreaming and equality guidelines shall be as per the Gender mainstreaming and equality policy. All staff are required to acquaint themselves to the Authority's Gender mainstreaming and equality Policy.

SECTION SEVENTEEN

17. HIV / AIDS WORKPLACE POLICY

17.1. The Policy Statement

17.1.1. The Authority recognizes that the Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) and its related conditions pose significant and sensitive issues for employees in the workplace and that it is a chronic medical condition with grave socioeconomic implications.

17.1.2. The Authority is committed to ensuring that its employees are not discriminated against, directly or indirectly, on the basis of their own real or perceived HIV status, whether in relation to access to particular occupations, transfer, extension, promotion, training, workplace accommodation, access to benefits or any matter. The Authority will not discriminate against any current or prospective employee who is infected or suspected to be HIV positive.

17.1.3. Identifying employees with the HIV virus does not immunize a workplace from the impact of HIV/AIDS. Moreover, no practice or policy is to directly or indirectly, discriminate against employees or applicants for employment within the Authority because they are affected by or infected with HIV/AIDS.

17.1.4. Should an employee consider that he has been subjected to any conduct, which constitutes discrimination or unfair practice in relation to HIV/AIDS, he is encouraged to take appropriate action under the grievance procedures.

17.1.5. The Authority does not tolerate harassment in the workplace. Employees who refuse to work with an employee who is HIV positive or who harass or otherwise discriminate against an HIV positive infected employee will be subject to supervisory counselling, discipline, corrective action up to and including contract termination.

17.2. HIV screening, recruitment and employment

17.2.1. The only medical criterion for recruitment is fitness to work. HIV infection does not, in itself, constitute a lack of fitness to work.

17.2.2. There is no obligation on applicants or staff to inform the Authority of their HIV status.

17.2.3. HIV screening will not be required either as a condition of recruitment or for continuation of employment, unless required by law (e.g. for duty travel).

17.3. Confidentiality

17.3.1. IPOA encourages a supportive work environment in which staff can discuss HIV/AIDS openly, including their own experience living with HIV/AIDS. Where staff discloses that they or their dependents are living with HIV/AIDS, the confidence will be respected with regard to the circumstances in which the information was shared. If there is any doubt, the person living with HIV/AIDS should be consulted before further disclosure takes place.

17.3.2. HIV-related information relating to applicants for employment, staff or dependents will be kept strictly confidential, and be kept only on medical files.

17.3.3. Staff, consultants and interns working for the Authority shall sign a confidentiality agreement, and shall be informed that the unauthorized disclosure of HIV-related information is a disciplinary offence. It may also lead to legal proceedings against the person who disclosed the information, and IPOA.

17.3.4. With the voluntary and informed consent of the person concerned, HIV-related information may be disclosed strictly as necessary for the purposes of recruitment or assignment of staff living with HIV where the job description or task identifies this qualification.

17.4. HIV prevention

IPOA will provide staff with sensitive, accurate and up-to-date information to enable them to protect themselves from HIV and other sexually transmitted or blood borne infections.

17.5. Information Education and Communication

17.5.1. Information, Education and preventive programmes shall be accessible to all staff members. The Authority will promote preventive efforts particularly in relation to changing attitudes and behaviour through the provision of information and education.

- 17.5.2.** Such information and training will be gender sensitive, as well as sensitive to race, and disability.
- 17.5.3.** Information will include the availability of local support organizations for people living with HIV/AIDS, and other affected communities.
- 17.5.4.** As far as practicable, such information and training will be integrated into existing education and human resources policies and programs as well as occupational safety and anti-discrimination strategies.
- 17.5.5.** Staff training on HIV/AIDS will take place during paid working hours and attendance by all staff including senior staff shall be considered as part of work obligations.

17.6. Stigma and discrimination

- 17.6.1.** IPOA will not discriminate on the basis of actual or perceived HIV status, or membership of a group at increased risk of HIV infection, in the conditions of work, including opportunities for transfer and advancement.
- 17.6.2.** Staff living with HIV/AIDS will not be treated less favourably than staff with other serious illnesses.
- 17.6.3.** IPOA will undertake activities to address HIV and related stigma in the workplace, including through staff training and the promotion of an open, accepting and supportive work environment for those staff who chose to disclose their HIV status.

17.7. Termination of employment

- 17.7.1.** HIV infection is not a cause for termination of employment. Staff with HIV-related illness will continue in employment as long as they are medically fit and available for appropriate work.
- 17.7.2.** In the case of termination of employment due to extended illness, staff with HIV/AIDS will be accorded the same benefits and conditions as apply to termination due to other serious illnesses.

SECTION EIGHTEEN

18.ALLOWANCES

18.1. EXTRANEOUS ALLOWANCE

	Eligible Staff Category	Rate per Month (Kshs.)
	Executive Secretary	10,000
	Driver	5,000
	Support Staff	3,000

18.2. ENTERTAINMENT ALLOWANCE

	Eligible Staff Category	Rate per Month (Kshs.)
	Chief Executive Officer	50,000
	Directors	40,000
	Heads of Department	30,000

18.2.1. IPOA SCHEDULE OF DAILY SUBSISTENCE ALLOWANCE (Local Travel)

Reference: Circular No: SRC/ADM/CIR/1/13 Vol. III (126) of 10th December, 2014, effective 1st January 2015

Job Groups	IPOA JOB GRADE	Cluster 1	Cluster 2	Cluster 3
		Nairobi, Mombasa, Kisumu, Malindi, Kilifi, Lamu, Kwale & Naivasha	Nyeri, Eldoret, Kericho, Kakamega, Kisii, Embu, Nanyuki, Nakuru, Lodwar & Garrissa	All Other Towns.
V	Chairperson	18,200	12,600	10,500
U	1 & Board	18,200	12,600	10,500
S,T	2	16,800	12,600	10,500
R,Q,P	3	14,000	10,500	8,400
N,M	4	11,200	8,400	7,000
K,L	5	11,200	8,400	7,000
J	6	6,300	4,900	4,200
H	7	6,300	4,900	4,200
G	8	6,300	4,900	4,200
A-F	9	6,300	4,900	4,200

18.3. MEAL ALLOWANCE

IPOA JOB GRADE	Breakfast (Kshs.)	Meal (Kshs.)
BOARD , 1,2,3	1,000	2,000
4 & 5	750	1,500
6,7,8	500	1,000
9	300	750

18.4. RETREAT ALLOWANCE

18.4.1. Retreat Allowance: Kshs. 2,000/- per retreat day (Circular No. OP/CAP. 2/12)

while staff on a working retreat organized by the Authority subject to:

- (i) Retreat not exceeding 10 days;
- (ii) Retreat team not exceeding 10 people;
- (iii) Retreat aimed at development of an IPOA policy document/report.

18.5. HARDSHIP ALLOWANCE

Current Rates of Hardship Allowance

Reference: Circular No: SRC/ADM/CIR/1/13 Vol. III (126) of 10th December, 2014, effective 1st January 2015

Job Groups	IPOA Equivalent Grades	Rate Of Hardship Allowance Per month (Kshs.)
V	Board Chair	N/A
U	1 & BOARD	N/A
S,T	2	60,000
R,Q,P	3	38,100
N,M	4	17,100
K,L	5	12,300
J	6	8,200
H	7	6,600
G	8	5,700
A-F	9	4,300

18.6. RATES OF DAILY SUBSISTENCE ALLOWANCE (Foreign Travel)

Reference: Circular No: SRC/ADM/CIR/1/13 Vol. III (126) of 10th December, 2014,
effective 1st January 2015

COUNTRY	U-V Chair/ Board/JG 1	S-T IPOA JG 2	P-R IPOA JG 3	K-N JG 4 & 5	F-J JG 6 ,7, 8 &9
	US\$	US\$	US\$	US\$	US\$
Afghanistan	523	369	293	243	208
Albania	520	382	311	264	239
Algeria	608	437	350	294	256
Angola	716	529	436	386	360
Antigua & Barbuda	570	448	387	348	321
Argentina	559	443	386	352	332
Armenia	862	546	386	301	253
Aruba	679	504	416	363	330
Australia	663	480	387	331	301
Austria	715	519	420	359	323
Azerbaijan	862	578	436	356	310
Bahamas	816	598	488	415	360
Bahrain	547	438	383	352	333
Bangladesh	507	370	301	264	243
Barbados	666	484	394	332	295
Belarus	557	409	334	292	263
Belgium	767	591	502	437	399
Belize	482	358	296	261	240
Benin	559	398	318	271	245
Bermuda	708	515	417	353	305
Bhutan	454	284	198	152	127
Bolivia	415	298	239	207	189
Bosnia & Herzegovina	557	363	266	213	184
Botswana	516	373	301	263	240
Brazil	585	474	418	372	331
Brunei	934	608	444	356	305
Bulgaria	415	352	321	301	287
Burkina Faso	547	387	308	257	220
Burundi	504	377	314	278	259
Cambodia	432	325	271	241	223
Cameroon	600	429	344	289	256
Canada	702	536	452	406	378
Cape Verde	463	370	323	295	277
Central African Republic	584	416	331	277	237
Chad	613	498	439	406	383
Chile	454	342	285	254	238
China	584	457	393	344	317

COUNTRY	U-V Chair/ Board/JG 1	S-T IPOA JG 2	P-R IPOA JG 3	K-N JG 4 & 5	F-J JG 6 ,7,8 & 9
	US\$	US\$	US\$	US\$	US\$
Colombia	488	371	312	270	237
Comoros	681	493	399	337	290
Congo	589	420	337	282	252
Costa Rica	488	371	312	270	246
Cote d'Ivoire	594	435	354	299	259
Croatia	557	448	393	356	331
Cuba	416	336	295	272	256
Cyprus	431	362	327	306	293
Czech Republic	502	444	416	397	385
Denmark	636	498	430	392	372
Djibouti	522	384	314	276	255
Dominica	430	336	288	259	238
Dominican Republic	570	403	318	271	241
DRC Congo	746	543	442	374	323
Ecuador	466	347	286	252	232
Egypt	481	381	331	303	284
El Salvador	416	325	279	252	235
Equatorial Guinea	454	376	338	314	297
Eritrea	658	385	248	177	139
Estonia	557	407	331	287	260
Ethiopia	736	536	435	367	318
Fiji	496	359	289	250	229
Finland	831	609	498	424	366
France	724	586	517	418	366
French Guiana	569	417	341	289	251
Gabon	596	466	402	358	214
Gambia	471	363	0	270	237
Georgia	862	541	381	295	246
Germany	838	616	504	429	372
Ghana	459	331	266	230	209
Greece	492	425	391	371	358
Grenada	463	424	403	389	377
Guadeloupe	581	415	331	277	244
Guatemala	463	339	277	242	220
Guinea	548	389	310	259	221
Guinea Bissau	570	418	341	250	198
Guyana	440	323	264	232	212
Haiti	427	356	321	299	285
Honduras	520	367	292	249	224
Hungary	673	506	422	364	318
Iceland	578	447	381	344	323

COUNTRY	U-V Chair/ Board/JG 1	S-T IPOA JG 2	P-R IPOA JG 3	K-N JG 4 & 5	F-J JG 6 ,7, 8 & 9
	US\$	US\$	US\$	US\$	US\$
India	569	430	361	322	301
Indonesia	559	398	318	271	246
Iran	862	635	521	443	385
Iraq	1132	846	702	603	525
Ireland	661	492	406	361	334
Israel	1004	745	614	525	457
Italy	840	647	549	477	430
Jamaica	565	428	360	321	299
Japan	1010	749	619	529	470
Jordan	715	519	421	355	314
Kazakhstan	862	579	436	358	311
Kiribati	700	454	331	264	226
Korea	546	425	363	330	310
Kosovo	557	407	331	287	260
Kuwait	1056	787	652	559	486
Kyrgyzstan	862	520	350	260	210
Laos	355	256	207	179	162
Latvia	557	428	364	323	297
Lebanon	979	726	600	513	446
Lesotho	405	277	213	174	154
Liberia	636	468	384	337	311
Libya	777	568	463	393	354
Liechtenstein	1010	749	586	505	453
Lithuania	557	400	322	277	249
Luxembourg	605	435	349	303	278
Macedonia	700	440	309	240	201
Madagascar	636	458	369	310	267
Malawi	504	388	330	298	278
Malaysia	690	501	405	342	296
Maldives	419	309	254	223	206
Mali	558	424	356	310	286
Malta	681	494	399	348	319
Marshall Islands	700	465	348	283	245
Mauritania	525	384	314	266	231
Mauritius	463	398	365	345	334
Mexico	520	473	450	432	420
Micronesia	700	514	420	365	330
Moldova	557	428	364	323	297
Monaco	1000	743	613	525	455
Mongolia	543	385	306	255	218
Montenegro	557	455	404	370	344

COUNTRY	U-V Chair/ Board/JG 1	S-T IPOA JG 2	P-R IPOA JG 3	K-N JG 4 & 5	F-J JG 6 ,7, 8 &9
	US\$	US\$	US\$	US\$	US\$
Morocco	844	619	507	416	366
Mozambique	459	332	270	233	213
Myanmar	404	276	212	173	150
Namibia	430	309	248	208	179
Nauru	700	427	290	219	178
Nepal	454	316	245	202	173
Netherlands	679	518	438	395	370
New Zealand	893	659	541	461	400
Nicaragua	570	409	329	273	233
Niger	573	409	327	274	234
Nigeria	724	526	427	370	339
North Korea	546	377	293	245	217
Norway	551	420	354	317	296
Oman	877	673	572	497	437
Pakistan	554	402	326	284	256
Palau	700	493	388	330	294
Panama	492	374	316	282	263
Papua New Guinea	700	508	413	349	300
Paraguay	531	376	298	255	230
Peru	638	460	370	312	279
Philippines	605	433	347	292	250
Poland	570	429	359	320	298
Portugal	613	465	391	350	327
Puerto Rico	404	323	283	260	244
Qatar	678	491	396	334	296
Reunion	536	380	300	256	231
Romania	597	453	381	342	320
Russia	862	658	556	501	469
Rwanda	535	397	328	290	268
Samoa	477	363	305	264	231
San Marino	840	647	549	490	449
Sao Tome & Principe	550	341	237	182	150
Saudi Arabia	846	622	508	432	374
Senegal	562	405	327	284	261
Serbia	557	399	320	274	246
Seychelles	562	462	413	384	367
Sierra Leone	812	594	485	413	356
Singapore	1179	832	658	523	431
Slovakia	557	451	398	363	338
Slovenia	557	430	367	328	300
Solomon Islands	700	451	326	259	220

COUNTRY	U-V Chair/ Board/JG 1	S-T IPOA JG 2	P-R IPOA JG 3	K-N JG 4 & 5	F-J JG 6 ,7, 8 &9
	US\$	US\$	US\$	US\$	US\$
Somalia	434	298	230	187	163
South Africa	469	356	300	270	252
South Sudan	653	471	381	323	293
Spain	850	626	513	436	377
Sri Lanka	477	334	262	217	185
St. Kitts and Nevis	570	436	369	328	299
St. Lucia	570	428	356	314	285
St. Vincent & Grenadines	570	464	411	376	350
Sudan	653	471	381	323	293
Surinam	963	713	587	502	436
Swaziland	499	369	304	267	246
Sweden	754	561	465	411	383
Switzerland	1010	749	619	529	460
Syria	704	510	414	350	301
Tajikistan	862	515	341	250	200
Tanzania	603	422	332	282	253
Thailand	535	408	344	298	274
Timor-Lestor	700	439	309	239	200
Tobago	581	461	400	366	348
Togo	504	366	297	259	237
Tonga	425	310	253	215	188
Trinidad	438	389	364	348	339
Tunisia	420	314	261	231	215
Turkey	943	697	574	491	426
Turkmenistan	862	532	366	279	230
Tuvalu	700	424	286	212	173
Uganda	615	429	335	283	253
Ukraine	557	408	334	290	262
United Arab Emirates	858	656	553	481	421
United Kingdom	771	578	481	429	402
Uruguay	378	331	307	290	279
U.S.A	658	527	462	425	405
Uzbekistan	862	509	332	240	190
Vanuatu	700	513	419	364	329
Venezuela	502	440	408	387	365
Vietnam	400	300	250	219	201
Yemen	739	539	438	371	320
Zambia	604	432	347	277	241
Zimbabwe	438	330	275	244	228

Form A: Report of Gifts Received

Part A: (to be filled by receiving staff)

To: (Approving Authority, CEO)

Description of Offeror

Name and Title

Company

Relationship (Business/Personal)

Occasion on which gift was/is to be received

Description and assessed value of gift

Suggested Method of Disposal:

- a) Retained by receiving staff
- b) Retained for display as a souvenir in the office
- c) Shared among staff
- d) Reserve as luck draw prize at staff function
- e) Donate to charitable organization
- f) Return to offeror
- g) Others (specify)

DateName of receiving staff, title and department

Part B: Acknowledgement (to be completed by approving authority)

To (Receiving staff)

The recommended method of disposal is *Approved/Not Approved. The gift(s) concerned should be disposed of by way of

Date

Name/Title/Signature of approving authority

****Please delete as appropriate***



Independent Policing Oversight Authority (IPOA)

APPRAISAL FORM FOR STAFF ON PROBATION (FOR LEVEL 4 & below)

Name (Appraisee):		Department/Unit	
Position:		Name of Supervisor	
Staff Payroll No.		Supervisor's Title:	
Date of Appointment:		End of Probation Date	

B. Rating Scale: 5- Achieved Excellence, 4- Exceeded Expectations, 3- Achieved Expectation, 2- Met some expectations, 1- Does not meet expectations

a) Major Responsibilities assigned during the probation period: (supervisor to discuss with employee, especially key outputs expected)	Key Outputs	RATING ACHIEVED (1-5)
1.		
2.		
3.		

4.		
5.		
6.		
7.		

C. Rating Scale: 5- Achieved Excellence, 4- Exceeded Expectations, 3- Achieved Expectation, 2- Met some expectations, 1- Does not meet expectations

b) Assessment in terms of competencies required to do this job: (supervisor to discuss with employee)		RATING ACHIEVED (1-5)
COMPETENCIES ASSESSMENT		
Sense of Responsibility		
Professional Commitment		
Timeliness/ Punctuality		
Service to IPOA		
Teamwork		
Learning Approach		
Self-Development		

Delegation		
Overall Grading: Excellent performance encouraged to keep it up! Recommended for confirmation of employment.		

c) Appraisee's Comments/Remarks	
Signed:	Date

d) Appraiser's Comments/Remarks: <i>(Please indicate any training needs identified)</i>	
Signed:	Date:

e) Recommendations: (Supervisor to fill as appropriate)

1. Confirm Employee With Effect From _____ on existing terms and conditions.

2. Extend probation period by three (3) months.

For one or more of the following reasons; (Type the representative letter(s)) _____.

A. where employee may be slow and needs more time to grasp procedures.

B. Where employee needs a given training to efficiently perform and arrange for the training to be undertaken.

C. Where facilities had not been allocated to help employee gauge performance.

3. Terminate services with effect from _____.

For the following reasons;

A. He / She does not meet job expectations/outcomes even with training recommended for the current position.

B. Any other reason (please state)_____

	Appraised By:	Approved By Director (where applicable)
Name		
Signature		
Date		

19. CEO/SECRETARY APPROVAL

Signed:

Date



Independent Policing Oversight Authority (IPOA)

APPRAISAL FORM FOR STAFF ON PROBATION (LEVEL 1-3)

Name (Appraisee):		Department/Unit	
Position:		Name of Supervisor	
Staff Payroll No.		Supervisor's Title:	
Date of Appointment:		End of Probation Date	

B. Rating Scale: 5- Achieved Excellence, 4- Exceeded Expectations, 3- Achieved Expectation, 2- Met some expectations, 1- Does not meet expectations

a) Major Responsibilities assigned during the probation period: (supervisor to discuss with employee, especially key outputs expected)	Key Outputs	RATING ACHIEVED (1-5)
1.		
2.		
3.		
4.		
5.		

6.		
7.		
8.		

C. Rating Scale: 5- Achieved Excellence, 4- Exceeded Expectations, 3- Achieved Expectation, 2- Met some expectations, 1- Does not meet expectations

b) Assessment in terms of competencies required to do this job: (supervisor to discuss with employee)		RATING ACHIEVED (1-5)
COMPETENCIES ASSESSMENT		
Sense of Responsibility		
Professional Commitment		
Timeliness/ Punctuality		
Service to IPOA		
Teamwork		
Learning Approach		
Self-Development		
Delegation		
Overall Grading: Excellent performance encouraged to keep it up! Recommended for confirmation of employment.		

c) Appraisee's Comments/Remarks	
Signed:	Date

d) Appraiser's Comments/Remarks: <i>(Please indicate any training needs identified)</i>	
Signed:	Date:

e) Recommendations: (Supervisor to fill as appropriate)

1. Confirm Employee With Effect From _____ on existing terms and conditions.

2. Extend probation period by three (3) months.

For one or more of the following reasons; (Type the representative letter(s) _____.

A. where employee may be slow and needs more time to grasp procedures.

B. Where employee needs a given training to efficiently perform and arrange for the training to be undertaken.

C. Where facilities had not been allocated to help employee gauge performance.

3. Terminate services with effect from _____.

For the following reasons;

C. He / She does not meet job expectations/outcomes even with training recommended for the current position.

D. Any other reason (please state)_____

	Appraised By:	Approved By CHIEF EXECUTIVE OFFICER
Name		
Signature		
Date		

BOARD COMMITTEE APPROVAL

Signed:

Date

NEXT-OF-KIN FORM

PARTICULARS OF OFFICER

Surname :.....

First Name :.....

Other Names :.....

Date of Appointment: :.....

Designation:

Department:.....

PARTICULARS OF NEXT-OF-KIN

Full Name :.....

Relationship to the Officer:.....

Address:.....

Tel No. :

E-mail:

Department:.....

PARTICULARS OF ALTERNATE NEXT-OF-KIN

(In case the person named above cannot be traced)

Full Name :.....

Relationship to the Officer:.....

Address:.....

Tel No. :

E-mail:

Department:.....

Date.....Signature of Officer.....

Annexture 3

National Days and Public Holidays

The following are the National days and Public holidays to be observed in Kenya. All employees, except those whose retention on duty is absolutely necessary for the Authority will observe them.

The National days are:

- (i) Madaraka Day - 1st June
- (ii) Mashujaa Day - 20th October
- (iii) Jamhuri Day - 12th December

The Public Holidays are:

- (i) New Year - 1st January
- (ii) Good Friday - Variable
- (iii) Easter Monday - Variable
- (iv) Labour Day - 1st May
- (v) Idd-ul-Fitr - Variable
- (vi) Christmas - 25th December
- (vii) Boxing Day - 26th December

The Idd-ul-Fitr holiday shall be observed on the 31st day from the date of the commencement of Ramadhan and shall be announced by the Chief Kadhi every year.

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

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

**APPLICATION FOR ANNUAL/MATERNITY/ PATERNITY/ COMPASSIONATE/
EXAM LEAVE:** (To be filled at least 7 days prior to the leave date).

PART I (To be completed by applicant):

1. I.....Designation.....
....
P/No.....Apply for.....leave days
with effect from to
My last leave was from to.....
Applicant's Signature Date
2. My leave address will beTel.....

PART II (To be completed by the Head of Department/Unit):

3. I Recommend/Not Recommend (If recommended state duty arrangements,
if not give reasons)
.....
..... Signature

PART III (To be completed by Human Resource Unit):

Leave brought forward
Annual leave due for year.....
Total days due.....
Less days already taken.....
Days applied for.....
Less days forfeited.....
Standing balance.....
Reporting date.....

Please note that any unauthorized annual leave in excess of 15 days as at 31st June
of every subsequent year,will be forfeited automatically in accordance
with the HR Policies and Procedures Manual.

PART VI (To be completed by the CHAIR IPOA/CEO/Director)

4. This application is approved/not approved (if not approved give reasons)
.....
..... Date Signature.....