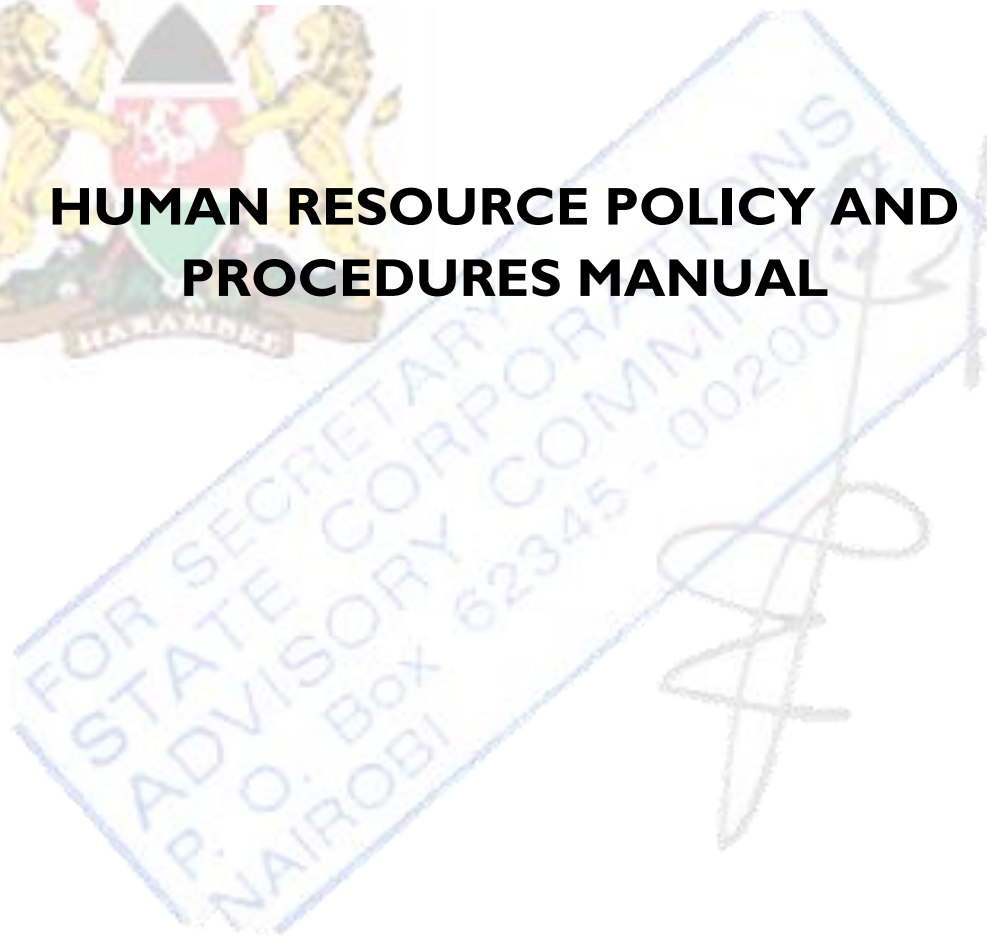




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HUMAN RESOURCE POLICY AND PROCEDURES MANUAL



JULY, 2017

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APPENDIX II: CERTIFICATE OF CLEARANCE		

ACRONYMS AND ABBREVIATIONS

AA	: Automobile Association of Kenya
AG	: Attorney General
AIDS	: Acquired Immuno-Deficiency Syndrome
BOD	: Board of Directors
CEO	: Chief Executive Officer
CoC	: Code of Conduct
CPC	: Corruption Prevention Committee
DOSH	: Directorate of Safety and Health Services
EACC	: Ethics and Anti-Corruption Commission
GoK	: Government of Kenya
GPA	: Group Personal Accident
HELB	: Higher Education Loans Board
HIV	: Human Immuno-Deficiency Virus
HoD	: Head of Department
HR	: Human Resource
HR&A	: Human Resources & Administration
KRA	: Kenya Revenue Authority
NHIF	: National Hospital Insurance Fund
NSSF	: National Social Security Fund
PAYE	: Pay As You Earn
PIN	: Personal Identification Number
PSC	: Public Service Commission
RBA	: Retirement Benefits Authority
SACCO	: Savings & Credit Cooperative Society
SCAC	: State Corporations Advisory Committee
SRC	: Salaries and Remuneration Commission
VCT	: Voluntary Counseling and Testing
WIBA	: Work Injury Benefit Act

DEFINITION OF TERMS

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

Abroad	Outside Kenya
Agency	Means the Kenya Trade Network Agency
Basic Salary	Means an employee's salary exclusive of allowances.
Board	Means the Board of Directors of the Agency appointed under the Legal Notice No. 6 of 2011
Cabinet Secretary	Means The Cabinet Secretary for the time being responsible for Kenya Trade Network Agency
Career	An employee's line of work or service involving continuity over a long period of his working life
Calendar year	Means The period from 1 st January to 31 st December both days inclusive.
Chairman	Chairman of the Board of Directors of the Agency
Chief Executive Officer	Means the Chief Executive Officer appointed under Legal Notice No. 6 of 2011 of the Kenya Trade Network Agency
Classified Information	Any official code, plan, article, or document relating to the affairs of the Agency
Classified Material	Any official information of a secret or confidential nature relating the affairs of the Agency

Dangerous Weapons	Means any instrument capable of causing bodily harm which include but not limited to firearms, explosives, mines, clubs
Dependent Child	Means the biological offspring or legally adopted child under the age of twenty five (25) years who is unmarried and wholly dependent on the Officer. The term dependent child shall also include a child who has permanent disability and is wholly dependent on the officer and duly registered with the National Disability Council. For purpose of records, the names of the children must be declared at the time of birth or adoption if it occurs during employment in the Agency. Copies of birth certificates or legal adoption papers will be required in either case.
Director	A person who is a member of the Board of Directors of the Agency by virtue of the Legal Notice No. 6 of 2011 or representing the Principal secretaries on the Board
Disability	Means physical, sensory, mental or other impairment
Discrimination	Means the unjust or prejudicial treatment of different categories of people especially on the grounds of race, age or sex
Employee	Means any personnel employed by the Agency to carryout assigned task. This includes permanent, contracted, temporary and casual workers.
Financial year	Means the period from 1 st July to 30 th June of the following year both days inclusive.
Flex Time	Means a flexible working schedule which does not increase or decrease the total number of hours an employee is

scheduled to work in a given day

Gross salary	Means pay of an employee including all allowances.
Head of Department	Means any employee for the time being in charge of any designated Department.
Immediate Family	Includes the officer, spouse(s), children and the officer's parents, siblings by consanguinity (blood and affinity)
Leave year	Means the period from 1 st July to 30 th June of each financial year.
Management	Means employees in grade KTNA 1-5. Employees in grade KTNA 1-3 shall be Top management while employees in KTNA4-5 are middle-management.
Manual	Means Human Resource Policy & Procedures Manual
Next of Kin	Means the person whose name is provided by the employee for the purpose of contact during emergency.
Nuclear family	Means the employee's spouse and children.
Per diem	Means night out allowance paid to an employee when performing duties outside the duty station. The rate of per diem will be determined by the Government from time to time.
Performance	Means the level of ability to undertake the tasks of work to the agreed standard as defined by the Agency.
Probation Period	Means the duration under which newly recruited employees on permanent terms of service have to serve on

trial basis to determine their competencies or otherwise leading to confirmation on permanent and pensionable terms of services.

Pro-rata

Means computation of benefits for the period served in relation to the full term entitlement.

Spouse

Means legally married partner of an employee as specified under the relevant Laws. The spouse must be disclosed at the time of appointment or at the time of marriage if it occurs during employment in the Agency.

Note:

Unless otherwise stated or implied, words in the masculine gender include the feminine gender; words in the plural include the singular and words in the singular include the plural.

PREFACE

The Agency has revised the Human Resources Manual 2013 in line with the legal provisions, Government Regulations, Best practices and the views of Agency staff.

Based on the above, we have introduced new areas and improved on previous provisions to ensure that matters relating to Human Resources management within the Agency are professionally and effectively handled. This in turn ensures that the Agency's strategic objectives are achieved through a motivated and committed team of Human Resources.

The Manual is the reference document for both Management and employees in terms of Rules and Regulations governing the day to day operations of the Agency on matters relating to management of human resources and is all inclusive.

All Agency employees are therefore expected to internalize the contents and to adhere to the same as applicable.

Amos S. Wangora
CHIEF EXECUTIVE OFFICER

SECTION I: GENERAL PROVISIONS

I.1. Introduction

- I.1.1.** The Kenya Trade Network Agency (Kentrade), is a State Corporation established through legal notice No. 6 of 2011 dated 28th January 2011 whose mandate is to implement, manage and operationalize the Kenya National Electronic Single Window System (also known as the Kenya TradeNet System) and to facilitate Trade
- I.1.2.** The Human Resource Policy & Procedures Manual has been developed to support service delivery, commitments and obligations of Kenya Trade Network Agency (KENTRADE) to the targeted beneficiaries.
- I.1.3.** Unless otherwise expressly provided, employees of the Agency shall be required to observe the provisions of the policies and procedures provided in this Manual.
- I.1.4.** The Manual shall be read in conjunction with the Constitution of Kenya, relevant Laws guiding management of staff and Government policy guidelines released from time to time.
- I.1.5.** This Manual will act as a reference document for the Agency. It therefore forms the basis upon which the Agency's working culture and environment will develop.
- I.1.6.** The Manual sets the guidelines on recruitment and selection of members of staff, management and development of human resources in the Agency. It is also the official means for the Agency to communicate its policies on human resource management related matters.
- I.1.7.** This Manual will be used in conjunction with other approved policies and procedures manuals relating to specific administrative functions of

the Agency. It therefore forms an integral part of the management processes of the Agency.

- 1.1.8.** All copies of this Manual are the property of the Agency and it is the responsibility of all members of staff to make sure that they have access to the Manual.
- 1.1.9.** All employees of the Agency will also be subject to relevant provisions of other regulations, government circulars, rules and instructions as may be issued by other authorities who may be authorized to do so from time to time.
- 1.1.10.** This manual will be reviewed as and when necessitated but at least every three (3) years so as to be in harmony with legislation and organizational or technological changes.

1.2. Objectives

- 1.2.1.** The general objective of this Manual is to summarize Human Resource Management policies, procedures, regulations and other administrative processes to facilitate those responsible for managing the Agency to use one common reference document on all human resource related matters.
- 1.2.2.** The specific objectives of this Manual are to ensure: -
 - i.) Adherence to the Constitution and other government guidelines.
 - ii.) Support from employees, stakeholders, the Government, the public, development partners and other relevant stakeholders.
 - iii.) That Human Resource policies, organizational structure and individual roles operate in an integrated manner so that the Agency objectives are met in a timely and cost effective manner.

- iv.) Adherence to various professional etiquettes and public expectation of a work environment of zero tolerance to corruption
- v.) A common understanding by the Agency employees of stipulated standards and procedures in monitoring their performance for continued improvement.

1.3. Responsibility

- 1.3.1. The Manager responsible for Human Resource shall make the Manual available to all employees. Thereafter, it will be the responsibility of all employees to read and understand and adhere to the Manual and any other subsequent amendments therein.

1.4. Interpretation and enforcement

- 1.4.1. The Manual should be interpreted in conjunction with the Kenya Labour Laws and other relevant regulations and legislations/Acts including but not limited to;
 - a) The Constitution of Kenya, 2010;
 - b) The Kenya Trade Network Agency Legal Notice No. 6 of 2011
 - c) The State Corporations Act, Cap 446, Laws of Kenya
 - d) Prevailing Kenya Labour Laws from time to time including but not limited to:
 - i. The Employment Act, No. 11 of 2007, Laws of Kenya;
 - ii. The Occupational Safety & Health Act, No. 15 of 2007, Laws of Kenya;
 - iii. The Labour Institutions Act, No. 12 of 2007, Laws of Kenya;
 - iv. The Labour Relations Act, No. 14 of 2007, Laws of Kenya;
 - v. The Work Injury and Benefits Act, No. 13 of 2007, Laws of Kenya;
 - e) Public Officer Ethics Act 2003 No. 4, Laws of Kenya;
 - f) The Anti-Corruption and Economic Crimes Act, 2003;

- g) The Leadership and Integrity Act, 2012
- h) Kenya Foreign Service Regulations
- i) Guidelines on bonding Public Service Trainees, April, 2011
- j) Other Government Circulars
- k) KENTRADE, Internal Control Systems (policies and procedures)
- l) KENTRADE staff notices, circulars and instructions as issued from time to time

1.4.2. The administration of Policy Manual shall be vested in the Chief Executive Officer (CEO) in consultation with the Board of Directors.

1.4.3. The CEO will seek guidance from the Board or any relevant Government Institution on any matter that may not be covered by these policies and procedures.

1.5. Amendments / Review

1.5.1. The Manual may be amended from time to time as and when necessary. Such changes will require authorization of the Board and relevant Government agencies and will be communicated to employees in writing by a separate communication.

1.5.2. The Board reserves the right to consider and approve a revision, revocation or addition to the general policies contained in this Manual.

1.6. Authority and application

1.6.1. These regulations have been made by the Board of Management as provided by the Act. They embody the fundamental terms and conditions of service and represent the broad principles of human resources policy for the staffing and administration of the Agency. The regulations shall apply to all employees of the Agency but shall not apply to persons employed on temporary or casual terms unless specifically stated.

SECTION 2: TERMS AND CONDITION OF EMPLOYMENT

2.1. Introduction

- 2.1.1. The Agency is committed to attracting and retaining competent employees required for efficient and effective service delivery.
- 2.1.2. The Agency is an equal opportunity employer and shall not in its recruitment and selection process, discriminate on the basis of gender, race, religion, ethnicity or any other form of discrimination. The constitutional requirement on mainstreaming of gender and persons with disabilities as stipulated in Article 232 of the Constitution will be observed alongside any policies issued by the National Cohesion and Integration Commission.
- 2.1.3. The Agency's efficiency and effectiveness depends on the quality and competencies of employees it engages. The Agency shall therefore endeavor to recruit suitably qualified and experienced employees with the right skills and experience required to achieve its goals and objectives.
- 2.1.4. When making a decision on selection on first appointment, information concerning a candidate's general background and/or previous employment shall be verified. No appointment shall be offered to any employee prior to such verification.
- 2.1.5. All appointments shall be made with the approval of the Board or as delegated and shall be within the approved establishment.
- 2.1.6. Appointments in all cases shall be aligned to clear job descriptions and specifications for various cadres of employees in their respective fields of employment.

2.2. Career Guidelines

- 2.2.1. The grading structure, qualifications and other requirements for recruitment into the Agency are laid down in the Career Guidelines. The Career Guidelines must be followed in processing appointments and promotions of employees in their respective fields of employment.

2.3. Terms of Employment

- 2.3.1. Appointment at the Agency shall be based on either of the following terms of service:
- a.) Permanent
 - b.) Contract
 - c.) Temporary
 - d.) Casual

2.4. Permanent Terms

This is an appointment on permanent and pensionable terms where an employee who successfully completes their probation period is confirmed on permanent and pensionable terms.

2.5. Contract Terms

- 2.5.1. The Agency may engage staff on contract terms as may be stipulated in this policy or other Government guidelines.
- 2.5.2. The Chief Executive Officer shall be appointed on a contract of three (3) years renewable once subject to performance.
- 2.5.3. Based on best practice, Officers in Grade KTNA 2 may be appointed on a contract of five(5) years renewable once subject to performance

while officers in Grade KTNA 3 may be appointed on a contract of five(5) years renewable subject to performance.

2.5.4. Unless otherwise provided for in this manual, all other appointments on contract will normally be for a period of at least 12 months (one year) but not exceeding three (3) years and may be renewed once subject to performance.

2.5.5. Officers serving on contract terms are subject to the retirement age for public servants and shall be eligible for payment of service gratuity based on prevailing Government guidelines

2.5.6. Where the employment under contract is terminated, gratuity will be paid on pro-rata basis for the period completed.

2.6. Renewal of Contract

2.6.1. An employee serving under contract terms and wishing to be considered for a further term is required to notify the CEO in writing six (6) months before the expiry of the contract. In case of the CEO, he will be required to notify the Board of Directors.

2.7. If such a notification is not made, the employee will be deemed to have completed his term on the date specified in the contract and the contract shall not be renewed or extended. However, the Agency, upon review of the performance appraisal reports of such an employee, may request him to seek renewal of his terms if the performance has been satisfactory.

2.8. Temporary Terms

2.8.1. The Agency may employ members of staff on temporary terms in cases where the human resource gaps require that the Agency employ the services of an employee for not more than 12 months.

- 2.8.2. The procedure for engaging temporary members of staff shall be as follows;
- a.) Once the need for temporary members of staff is identified, the respective HoD shall make a formal request to the CEO, through the Head of Human Resource & Administration Department.
 - b.) After the CEO's approval, the Head of HR&A shall start the process of recruitment.
 - c.) The CEO may however authorize the hiring of previously but competitively hired temporary members of staff /interns where appropriate.
 - d.) Engagement of temporary members of staff shall not exceed the period of twelve months. Once this period expires, the temporary appointment ends.
- 2.8.3. Temporary employees are entitled to earn a taxable basic salary and house allowance at the prevailing approved rates.
- 2.8.4. An employee serving on temporary terms shall be entitled to ten (10) days leave. He/she shall not be entitled to service gratuity.
- 2.8.5. Temporary employees shall not be entitled to other benefits except medical cover for the temporary member of staff only. The spouse and children of the temporary members of staff are not covered.
- 2.8.6. Temporary members of staff shall be entitled to annual leave, sick leave and maternity/paternity leave where they serve or are meant to serve for 12 consecutive months.
- 2.8.7. Temporary members of staff are entitled to sick leave of up to a maximum of one month with full pay, followed by one month with half pay.

2.9. Casual Employment

- 2.9.1. A casual employee is a person whose term of engagement provide for his payment at the end of each day and who is not engaged for a period longer than twenty four (24) hours at a time.
- 2.9.2. Casual employees shall be engaged as per the prevailing Labour Laws in Kenya.

2.10. Internship and Industrial Attachments

- 2.10.1. The Agency shall engage students/graduates from time to time on internship/attachments for a continuous period of not more than six (6) months and or any other period as may be stipulated from time to time by Government guidelines.
- 2.10.2. In the course of this duration, they shall be expected to abide to the code of conduct of the Agency.
- 2.10.3. The Agency shall offer students on internship a stipend/allowance during the period of internship as per the prevailing government guidelines and the Agency's policy.
- 2.10.4. The attachment will not be a condition or guarantee for future employment in the organization.
- 2.10.5. The working hours will be 8.00 am to 5.00 pm excluding 1.00 pm to 2.00 pm (lunch hour) throughout Monday to Friday except weekends and public holidays.
- 2.10.6. The Interns will be required to take their own insurance cover as regards personal injury and accident while at the work place since the Agency will not undertake any liability whatsoever.

2.11. Outsourcing

- 2.11.1. The Agency may from time to time outsource labour services from firms that specialize in certain kind of jobs provided always that such outsourcing shall not derogate from the requirements of procurement laws and policies. Such jobs shall include, but not limited to, cleaning and security.

2.12. Powers to Make Appointments

- 2.12.1. The authority to appoint employees is vested in the Board. However, the Board may delegate some of these powers in writing and for a specific cadre of employees to the CEO. The CEO shall report such appointments not later than the next Board meeting for noting.

2.13. Appointments by the Board

- 2.13.1. The CEO shall be appointed by the Board through an open, competitive, fair and merit based process. While making the appointment, the Board shall adhere to national values and principles of Governance and the values and principles of public service as set out in the constitution.
- 2.13.2. The CEO shall be appointed on contract terms in accordance with section 2.5.2 of this Manual.
- 2.13.3. Appointments to positions in KTNA 1 to KTNA 4 shall be made by the Board in accordance with the approved procedures. The power to appoint from positions in KTNA 5 to KTNA 11 is delegated to management and shall be in accordance to the approved procedures.
- 2.13.4. The Board may enlist the services of a relevant independent professional body to conduct the recruitment exercise, if considered necessary.

2.14. Human Resource Advisory Committee

2.14.1. The CEO shall constitute a Human Resource Advisory Committee (HRAC). The committee shall be responsible for advising the CEO on all human resource management and development issues as may be delegated by the Board. The committee's responsibilities shall include but are not limited to;

- i.) Maintenance of the Agency establishment
- ii.) Management of the recruitment process
- iii.) Constituting the interview panel
- iv.) The induction and confirmation of new employees
- v.) Appointment of their representatives to the interview panel.
- vi.) Compiling reports in accordance with statutory requirements
- vii.) Staff Training & Development matters

2.14.2. The committee shall comprise of heads of directorates, one of whom shall be appointed by the CEO as the chair and four other members drawn from members of staff not below the level of KTNA 3.

2.14.3. The chairman shall be a non-voting member of the committee but shall cast his vote in case of a tie. The quorum of the committee shall be four. There shall be no alternate member. The Head of HR&A shall be the secretary to the committee.

2.15. Recruitment Procedure

2.15.1. The CEO shall ensure the development of a Human Resource Plan based on comprehensive job analysis and which shall be reviewed every year to address emerging issues and needs

2.15.2. The CEO shall declare to the Board in accordance with the procedures set out in this Manual, all vacant posts within the

establishment, which are to be filled substantively, or in an acting capacity. Such declaration should originate from the various HODs and must be supported by good justification for the recruitment and confirmation that the positions are not only within the approved establishment but also fully funded within the budget.

- 2.15.3. The Board will advertise all positions in Grade KTNA I to KTNA 4 which fall vacant or are newly established. Whenever a position falls vacant or a new position is established by the Board in Grade KTNA 5 to KTNA II, the CEO will advertise the position(s) under delegated mandate.
- 2.15.4. Senior posts, Grades KTNA I to KTNA4 will be advertised externally in an open, competitive, fair and merit based process.
- 2.15.5. Before external recruitment is considered for Grades KTNA 5 to KTNA II, the following methods of filling up the post shall first be followed:
 - a.) Promotion of the qualified candidates in the department or qualified candidates from another department who has the requisite qualifications and competence to do the job.
 - b.) Internal advertisement to attract applications from any staff members within the Agency.
- 2.15.6. Where the internal recruitment process is exhausted and no suitable internal candidate exists, applicants will be sourced through open advertisements. The Agency shall opt to go to the open labour market to recruit. Where there will be need for specialized services, the Agency may use employment agencies or search firms to hire suitable candidates.

- 2.15.7. Once applications are received, the short-listing panel(s) shall be constituted by the HRMAC or the by the Board in consultation with the CEO.
- 2.15.8. The HRMAC shall constitute an interviewing panel to be composed of not less than three (3) members to interview the shortlisted candidates. The panel shall include at least one representative from the requisitioning department and one from Human Resource Department.
- 2.15.9. For positions that fall within the Board purview, the panel/s shall include Board members under the Chairmanship of the Chair, of the Committee of the Board in charge of Human Resource matters. The Committee may co-opt an external panelist whenever it is necessary and make a recommendation to the Full Board.
- 2.15.10. In all cases that fall within the purview of the CEO, members of the shortlisting and interviewing panel shall not be at a grade equal to or below the position for which the candidate is being interviewed.
- 2.15.11. The principles of affirmative action, gender and persons living with disability and national values will apply. The Agency shall observe gender mainstreaming, balance on appointment, promotion and ensure that a minimum of a third (1/3) are of either gender.
- 2.15.12. Internal and external advertisement s will contain the following:-
- a.) A brief description of the Agency's mandate;
 - b.) Job title;
 - c.) Main purpose of the job;
 - d.) A brief description of the key responsibilities of the job;
 - e.) Education, experience, skills and competencies required for the job;
 - f.) Salary and benefits (optional);

- g.) Location of the job (where necessary);
- h.) Clear instructions on how to apply and information to be submitted in the application; and
- i.) Closing date for receipt of applications.

2.16. Short Listing

- 2.16.1. The HoD of the HR&A department shall prepare and maintain summary of all applications.
- 2.16.2. Short listing criteria shall include minimum constitutional and statutory requirements and shall be on merit (meeting minimum requirements as advertised). The requirement for Gender and Disability Mainstreaming may be considered.
- 2.16.3. No panelist at either the short listing or interviewing stage will participate in cases where there is an applicant who is related to him in any way to avoid conflict of interest.
- 2.16.4. The Agency shall not bear any cost incurred by the candidates coming to attend interviews.
- 2.16.5. Where possible, during short listing, a ratio of three (3) candidates per position as a minimum will be adopted.
- 2.16.6. All application letters including those of candidates not short-listed shall be retained for six (6) months after the appointment has been made before archiving.

2.17. Interviews and Selection

- 2.17.1. The interviewing panel may subject shortlisted candidates to practical tests before oral interviews.

- 2.17.2. Candidates should be informed of their interview date, time and venue at least one week in advance.
- 2.17.3. Anyone who is involved in a selection process (short listing or interviewing) and is aware that a family member, a closely related person, or indeed any other person that they know personally, has applied, should declare this to the other members of the short listing/interview panel at the earliest opportunity. Unless otherwise approved in writing by the Board/CEO they should then be withdrawn from the selection process and replaced by a suitable colleague
- 2.17.4. The Agency shall conduct background checks for candidates to be recruited.
- 2.17.5. The HRAC shall prepare a summary report of the interview and selection process.
- 2.17.6. The panel members shall sign the report and the secretary of the committee shall submit the report to the CEO within 21 working days from the last date of the interview.
- 2.17.7. The report shall include and not be limited to the following information:
- a.) Membership of the panel;
 - b.) Interview scores for each candidate in order of performance;
 - c.) Brief summary of recommended candidates; and
 - d.) Candidate's salary expectations.

2.18. Offer of acceptance

- 2.18.1. The offer letter shall be issued to successful candidate(s).

- 2.18.2. The offer letter issued to successful candidate(s) shall contain the specific period within which the candidate should indicate acceptance/decline of the offer.
- 2.18.3. The effective date of appointment of an employee shall be the date she/he reports to duty.

2.19. Acceptance of offer

- 2.19.1. Acceptance of an offer of appointment shall be made by signing on the duplicate offer of appointment letter. The period of acceptance shall not be more than twenty one days (21) days from the date of the dispatch.
- 2.19.2. A candidate who has not accepted the offer within twenty one (21) days, from the date of dispatch, shall be deemed to have declined the offer.
- 2.19.3. In the event that the first (1st) candidate declines the offer, the Agency may consider extending the same offer to the second (2nd) and third (3rd) best candidate in that order provided that this candidate had reached the cut off marks during interviews. Should the third candidate also decline, the Agency shall re-advertise the position.

2.20. Record of Previous Employment and Qualifications

- 2.20.1. Candidate for employment will, before engagement, provide the Agency with information on all previous employment, which must be supported by satisfactory documentary evidence.
- 2.20.2. It is the duty of the CEO when recommending appointments to ensure that a candidate's record of previous employment is satisfactory in all aspects. 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.

2.20.3. 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. All relevant examining bodies shall 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.

2.20.4. **Compliance with Chapter 6 of the Constitution**

For compliance with Chapter 6 of the Constitution 2010, job applicants will be required to obtain Clearance from the following state Agencies as shall be specified in the job advertisement;

- Higher Education Loans Boards (HELB)
- Ethics and anti-corruption Commission (EACC)
- Credit Reference Bureaus (CRB)
- Kenya Revenue Authority (KRA)
- Criminal Investigation Department (CID)
- Any other Agencies as shall be prescribed by the Government from time to time.

Clearance from the Criminal Investigation Department(CID) and obtaining a certificate of good conduct shall be mandatory for all job applicants.

2.20.5 **Vetting of Documents**

Prior to confirmation of appointment, the HRA will ensure that the candidates are lawfully employable and hold a valid Kenya Identity Card or other valid identity documents that are acceptable to the Immigration Department. Other documents to be verified shall include academic and professional certificates and Testimonials.

2.21. **Pre- employment Medical Examination**

- 2.21.1. All candidates on new appointment shall be required to undergo a medical examination by a Medical Officer who must complete the prescribed form. The purpose of the medical examination shall be to guide deployment and job assignment of the employees.
- 2.21.2. Pre - employment medical examination shall be conducted by a registered medical practitioner identified by the Agency.

2.22. Letter of Appointment

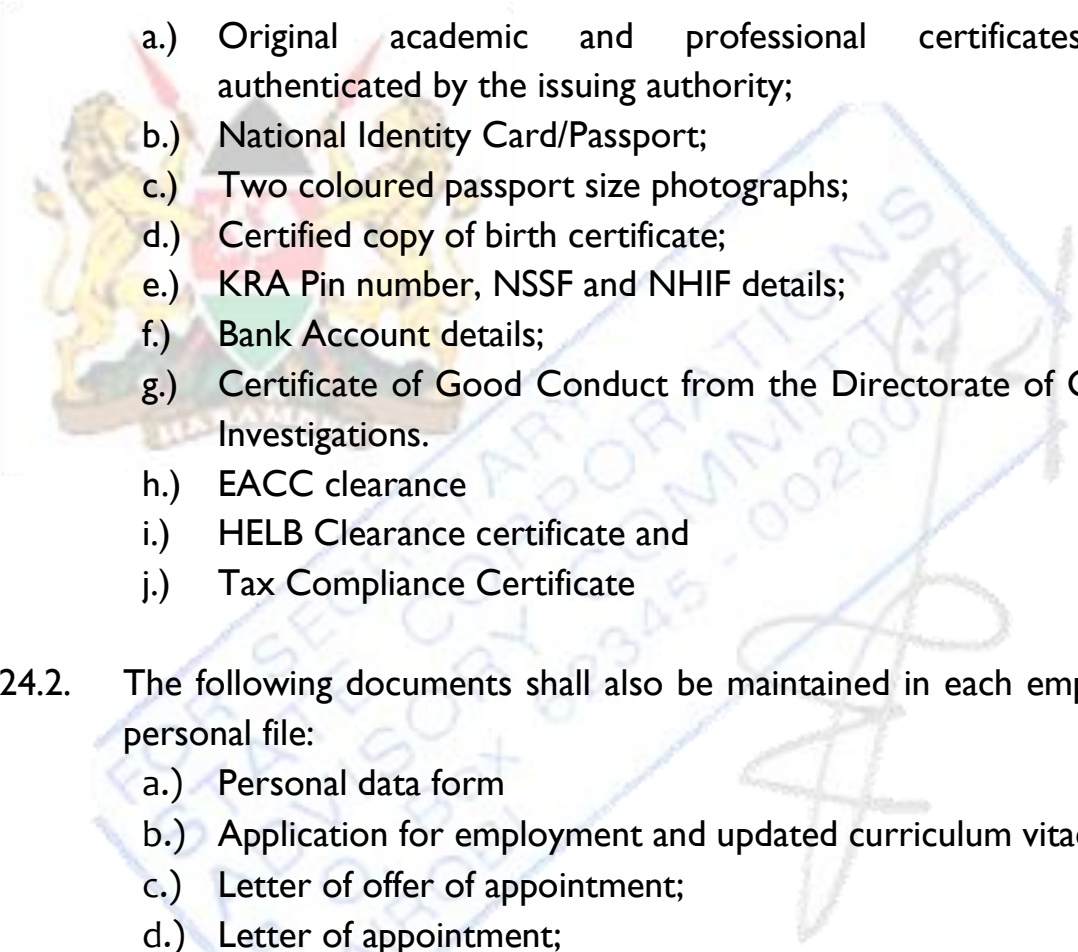
- 2.22.1. A letter of appointment shall be issued, in duplicate, to an employee on first appointment and shall contain the following details: -
 - a.) The Grade and designation;
 - b.) Date of appointment;
 - c.) Salary scale and salary entry point to which the candidate is appointed;
 - d.) Terms of appointment;
 - e.) Details of housing and other allowances payable;
 - f.) Medical benefits and other benefits payable for the position;
 - g.) Station of deployment; and
 - h.) Terminal benefits.
- 2.22.2. The employee will be required to acknowledge the letter of appointment and append his signature before or on the date of engagement. A copy of the letter shall be placed in his personal file.
- 2.22.3. A candidate shall be required to take up the post within a period of thirty (30) days, otherwise the offer shall be deemed withdrawn.

2.23. Date of Appointment

- 2.23.1. The date of appointment will be the date the employee assumes duty.

2.24. Personal Records

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

- 
- a.) Original academic and professional certificates duly authenticated by the issuing authority;
 - b.) National Identity Card/Passport;
 - c.) Two coloured passport size photographs;
 - d.) Certified copy of birth certificate;
 - e.) KRA Pin number, NSSF and NHIF details;
 - f.) Bank Account details;
 - g.) Certificate of Good Conduct from the Directorate of Criminal Investigations.
 - h.) EACC clearance
 - i.) HELB Clearance certificate and
 - j.) Tax Compliance Certificate

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

- a.) Personal data form
- b.) Application for employment and updated curriculum vitae;
- c.) Letter of offer of appointment;
- d.) Letter of appointment;
- e.) Letter of confirmation in appointment;
- f.) Completed performance appraisal forms;
- g.) Birth certificates of dependant children (where applicable)
- h.) Certified copy of marriage certificate or an affidavit (where applicable)
- i.) Any other document that may be required

2.24.3. The employee shall also make an initial declaration of income, assets and liabilities by completing the prescribed form.

- 2.24.4. Where an employee is or becomes a relative of another employee while both are employed by the Agency, the Employee shall make a declaration of the same and such employee shall not be administratively or managerially subordinate to the other.

2.25. Probationary Period

- 2.25.1. Unless otherwise specified, all newly appointed employees on permanent terms will be required to undergo an initial probationary period of not more than six (6) months.
- 2.25.2. Unless otherwise stated in the Contract of employment, the probation period shall be six (6) months for staff on Grade KTNA 2 to KTNA 4 and three (3) months for staff on Grade KTNA 5 to KTNA 11. The probationary period shall be stated in the employee's contract/letter of employment.
- 2.25.3. During the period, the HoD will submit detailed progress reports and recommendations indicating the employee's performance. Based on the recommendations, the Manager responsible for human resource will advise the CEO whether, or not, the employee should be confirmed, probationary period extended, or the appointment terminated altogether.
- 2.25.4. If the probationary period will be extended, the employee's performance shall be reviewed again after three (3) months.
- 2.25.5. An employee, who has completed the normal or extended period of probation satisfactorily, shall be confirmed in the post. If the probationary service is unsatisfactory, the appointment shall be terminated.

- 2.25.6. Members of staff employed on contract terms may be subject to probationary period however quarterly appraisals shall be done of their performance in the first year of the contract.

2.26. Next of Kin

- 2.26.1. New employees will be issued with a Personal Data Sheet in which they will enter specified data including nomination of their Next of Kin.
- 2.26.2. An employee will notify the Agency of any change in name and address of the Next of Kin for updating of the records.

2.27. Official Secrets Act Declaration

- 2.27.1. Each employee shall be required to sign a Declaration of Secrecy Form under the Official Secrets Act, Cap. 187, on appointment and on termination of the service. The Head of Human Resources shall bring to the attention of all employees the provisions of the Official Secrets Act on annual basis.

2.28. Employment Card

- 2.28.1. Each employee will be issued with an official employment card.
- 2.28.2. In the event of loss of the employment card, an employee shall apply for a replacement upon payment of a specified fee to be determined by the Procurement & Supply Chain Department. If a replacement is as a result of change of designation or marital status, no fee shall be charged.
- 2.28.3. On termination of employment, an employee shall be required to surrender his employment card to the Agency.

2.29. Induction

- 2.29.1. All newly appointed employees will undergo an induction course conducted by the Agency within Two (2) weeks to familiarize themselves with the structure, functions and operations of the Agency.
- 2.29.2. The Agency shall for this purpose, develop an Induction Manual.

2.30. Duties

- 2.30.1. All employees shall be given a job description in writing and assigned duties accordingly.
- 2.30.2. An employee may be transferred to work in any station provided that he possesses the core-competencies required for effective performance.

2.31. Re-Designation

- 2.31.1. The Agency may, from time to time review and reorganize the staff establishment of the organization. This may necessitate the re-designation of titles and job descriptions. Re-designation of an employee may require redeployment.
- 2.31.2. In selecting employees for re-designation, the criteria for appointment shall apply. If an employee is re-designated, the employee shall not in any way suffer reduction in remuneration.

2.32. Position regrading

- 2.32.1. Re-grading of positions may be done to correct staffing imbalances and other critical needs arising from succession management, review of career progression policy, or restructuring

2.33. Promotion

- 2.33.1. It is desirable to achieve a healthy mix between promotions from within and external recruitment. Serving candidates who meet job requirements with satisfactory performance and have potential for development will be given priority when filling higher vacant positions.
- 2.33.2. The Agency will strive to expeditiously fill all vacancies by promotion of suitable employees. Consideration of promotion shall be in accordance with the provisions of the Career Guidelines developed for each cadre. Employees who have relevant experience, qualifications and proven merit will be given first priority.
- 2.33.3. The process of filling vacancies by promotion will be through internal advertisement.
- 2.33.4. The basic principles of promotion in the Agency are equal opportunities and the best person for the job. Promotions shall be based on merit. Selection for promotion shall be based on merit with due consideration of the following factors:
- Job knowledge and technical know-how;
 - Competence and potential;
 - Performance and quality of work;
 - Academic/professional/technical qualifications;
 - Honesty, integrity and commitment to work;
 - Working attitude and interpersonal skills; and
 - Personal attributes and tact
- 2.33.5. Where a staff is to be promoted upon satisfying requirements which include the passing of relevant examinations, the staff shall be promoted with effect from the date he or she passed the examination. The date of passing the examination is the date of release of results by the Examining Body.

2.33.6 The effective date of a staff promotion will be the date of the Agency's decision (if only one officer eligible) or date of the promotion interview meeting.

2.33.7 If a staff has been appointed by the Agency to act in a post and is subsequently promoted to it without any interval between the appointment in an acting capacity and the date of his substantive promotion, the effective date of promotion will be the date on which he commenced to act.

2.33.8 Procedure on Application for Promotion

- (i) The head of HR&A shall notify staff of vacancies available to be considered for promotion.
- (ii) The head of HR&A shall receive the application for promotion through the Chief Executive Officer.
- (iii) The head of HR&A shall query the staff establishment to verify if the officer is due for promotion.
- (iv) If the officer does not qualify for promotion, the head of HR&A shall communicate to the individual officer, in writing.
- (v) In the event that the officer(s) meets the requirements, the head of HR&A shall forward a proposal for promotion to the HRAC for deliberation/interviews and recommendation and further forwarding to the Chief Executive Officer for approval.
- (vi) The head of HR&A shall receive the Chief Executive Officer's approval for information and communication to the individual officer and take action appropriately.

- (vii) If the promotion is not approved, the head of HR&A shall note and communicate accordingly.

2.34. Posting

- 2.34.1. An employee may be posted to any duty station.

2.35. Handing-Over Report

- 2.35.1. On re-deployment or on exit from the Agency, an employee will prepare a comprehensive handing-over report under the supervision of the immediate Supervisor and/or the relevant functional heads. A copy of the report will be submitted to the CEO for record purposes.

2.36. Testimonials and Letters of Commendation

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

2.37. Staff Transfer

- 2.37.1 The Agency shall endeavor to transfer staff to stations where their skills are required based on business needs. It is therefore the Agency policy that staff should be ready to work in any region within the country.
- 2.37.2 The Agency will transfer staff from time to time in response to the different business needs and to enhance staff skills through work exposure in difference stations.
- 2.37.3 All transfers shall be initiated by the Head of Department in consultation with Manager Human Resource & Administration for approval by Chief Executive Officer.

2.37.4 Other than staff stationed in hardship areas, staff shall work at a duty station for a period not exceeding three (3) years after which they will be eligible to be considered for redeployment or transfer.

2.37.5 Staff stationed in designated Hardship areas shall be eligible for redeployment/transfer every two (2) years.

2.37.6 No employee should be transferred to another duty station more than once within a year unless in exceptional circumstances subject to Chief Executive Officer's approval.

2.37.7 Transfer from Hardship Areas

Staff working in hardship areas will work in those areas upon transfer or direct appointment for a period not exceeding two (2) years.

2.37.8 No Transfer on Disciplinary grounds

No staff shall be transferred on any disciplinary grounds. Where disciplinary issues have been noted about an employee, they shall be handled independently without linking them to transfer on disciplinary grounds.

2.37.9 Staff Request for transfer

All staff requests for transfers shall be made to the Chief Executive Officer through the respective Head of Department citing reasons for the transfer. Such requests made by a staff shall not be eligible for transfer benefits.

2.37.10 Transfer on exigency of service

Any proposed transfers due to exigencies of service will be discussed in the first instance between line managers and Head of Human Resources before formal Chief Executive Officer's approval

is sought. Management will endeavour to consider the personal and social circumstances of the staff being transferred.

2.37.11 Notification of Transfer

The Head of HR&A shall issue a letter to the staff being transferred indicating the station to which he/she is being transferred to, the effective date and the person to whom he/she shall report to and any other relevant information.



SECTION 3: SALARIES AND ADVANCES

3.1. Introduction

3.1.1. The Agency will remunerate the employees in a manner that motivates them and which supports and develops a high performance workforce required to provide quality service efficiently and effectively.

3.1.2. The remuneration policy is based on the following guiding principles:-

- a.) Provision for adequate pay differentials to recognize responsibility, levels, skills, competencies, attitudes, experience and performance in relation to the goals and objectives of the Agency;
- b.) Achievement of equity, transparency and competitiveness in the remuneration packages based on Job Evaluation;
- c.) Adoption and implementation of best human resource management practices in regard to compensation;
- d.) Maintenance of a salary structure that will enable the Agency to attract, retain and motivate qualified employees;
- e.) Focus on the value of total compensation, which includes basic salary, allowances and other benefits; and
- f.) Adherence to salary and remuneration guidelines issued by the Government from time to time.

3.2. Salary Grades

3.2.1. There shall be such salary grades as the Board may, from time to time, determine with approval of Government.

3.2.2. The CEO 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 relevant Government authority for salary reviews.

- 3.2.3. The current salary structure consists of eleven (11) salary grades.

3.3. Advice on Salary and Benefits

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

3.4. Payment of Salary

- 3.4.1. An employee on first appointment will be paid salary with effect from the date of reporting for duty.
- 3.4.2. Each employee will have a stated monthly basic salary quoted before any statutory deductions.
- 3.4.3. Salary will be paid monthly in arrears and will be denominated and paid in Kenya shilling (Kshs).
- 3.4.4. The salary of an employee will be net of statutory deductions and other deductions that may be agreed upon or imposed by the employee or the Agency respectively. A statement/payslip indicating the gross salary, deductions made and the resultant net salary will be made available to every employee each month.

- 3.4.5. Salary will be paid through the Bank and all employees will be required to open Bank Accounts and submit the details to the HoD responsible for HR&A.
- 3.4.6. Employees of the Agency shall not over-commit their salaries beyond two thirds (2/3) of their basic salaries and the Manager responsible for Human Resource Management should ensure compliance.
- 3.4.7. Statutory deductions such as PAYE, NSSF, NHIF, HELB and other legal taxes, as well as deductions arising from court orders/attachments, will be made from an employee's salary without his authorization.
- 3.4.8. Voluntary deductions such as remittances to co-operatives, insurance firms, among others, will be effected provided the employee gives written authorization.
- 3.4.9. On termination of employment, the final benefits will be made on confirmation that the employee has been cleared and issued with a Clearance Certificate.

3.5. Salary Increments

An annual increment is a provision of periodic increments based on an approved annual salary progression. An increment shall be granted at regular intervals when due until the maximum salary point of the Job Group is reached.

- 3.5.1. Annual increment shall be paid on the anniversary of an officer's employment or promotion as the case may be.
- 3.5.2. If an employee is granted unpaid leave which is not increment earning, his incremental date will be re-computed based on the month he resumes duty.

3.6. Salary

3.6.1. On first appointment, an officer shall enter the salary structure at the minimum point of the respective salary scale. However, an officer may be granted incremental credit for previous remuneration and relevant experience. This shall be at the rate of one increment for each complete year of approved experience provided the maximum salary of the grade assigned to the post is not exceeded. The grant of increments for relevant experience shall be subject to the following conditions:

- a.) Incremental credit shall only be granted in respect of approved experience gained after acquiring the requisite minimum qualifications for the grade.
- b.) In granting incremental credit, previously earned remuneration shall be considered;
- c.) Incremental credit shall be granted only for previous approved experience in the type of work upon which an officer will be employed on his appointment to the particular grade;
- d.) Incremental credit may not be granted on appointment to promotional posts, i.e. posts to which an officer would not normally be appointed if he had joined the Agency immediately after completing his education; and
- e.) Incremental credit may be granted for the number of years of aggregate approved experience in line with the Agency's Career Progression Guidelines, periods in excess of full years being ignored.

3.7. Determination of Salary on Promotion

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

promotion and his incremental date will be the first date of the month in which he is promoted.

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

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

- a.) Where on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his previous Grade and his service at that salary amount to less than one (1) year, he will enter the salary scale attached to his new Grade from the effective date of his promotion at the next point above his salary and his incremental date will be the first date of the month in which he is promoted.
- b.) Where on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his previous Grade and his service at that salary amount to less than three (3) years, he will enter the salary scale attached to his new Grade from the effective date of his promotion at the next point above his salary and retain his incremental date.
- c.) Where on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his previous Grade and his service at that salary amount to

three (3) years or more, he will enter the salary scale attached to his new Grade from the effective date of his promotion at one point higher than his salary and thereafter be awarded three increments and his incremental date will be the first date of the month in which he is promoted.

- d.) Where on the day preceding the effective date of his promotion he had not attained the maximum point of the salary scale attached to his previous Grade but was earning an annual increment in that salary scale, he will enter the salary scale attached to his new Grade from the effective date of his promotion at the next point above his salary and his incremental date will be the first date of the month in which he is promoted.

3.7.2. The above rules will not apply to employees employed on contract.

3.8. Retroactivity of payments

3.8. An employee who has not been receiving an allowance, grant or other payment to which he is entitled shall not receive retroactively such allowance, grant or payment unless he has made a written claim within six months of eligibility.

3.9. Salary Advance

3.9.1. An advance of not more than one (1) month's salary may be granted by the CEO to an employee, when the employee owing to circumstances beyond his control, is placed in a difficult financial position requiring assistance.

3.9.2. The CEO may, in very exceptional and special circumstances, grant an advance of not more than two (2) months' salary.

- 3.9.3. 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.
- 3.9.4. An advance under this regulation may be granted only when an employee has no other outstanding salary advance i.e. where he/she has completed paying for the one previously taken.
- 3.9.5. Advance of salary will be made to an employee who has served for more than one (1) year and has more than one year to serve in the Agency.
- 3.9.6. After repayment of the salary advance, the employee can only qualify for another one after six (6) months except in exceptional situations where that employee is in an unforeseen and absolutely difficult situation to warrant another advance.
- 3.9.7. Recovery of salary advance will be made in reasonable installments for a maximum period of twelve (12) months.

3.10 Salary in Advance

- 3.10.1 Salary in advance may also be considered by the CEO under special circumstances.
- 3.10.2 An employee proceeding on annual leave may, when he avails himself of not less than one-half of his annual leave, be paid his salary for the month in which he proceeds on leave three (3) days before commencement of the leave.

3.11 Car Loans and Mortgage

- 3.11.1 The Agency shall establish a Car Loan and Mortgage Scheme based on prevailing government guidelines.

SECTION 4: ALLOWANCES AND BENEFITS

4.1. Introduction

- 4.1.1. The Agency is committed to remunerate the employees in a manner that motivates them and which supports and develops a high performance workforce required to provide quality service.
- 4.1.2. While it may be considered that the salary attached to a position represents appropriate remuneration of its holder for proper and efficient performance of day-to-day duties, there are circumstances in which additional payments are warranted. Such additional payments are made in form of allowances, either to reimburse an employee for expenses incurred directly or indirectly in the execution of his duties, or to compensate him for services rendered over and above the normal job requirements.

4.2. Accommodation Allowance (Local Subsistence)

- 4.2.1 Where an employee travelling on duty, is required to stay overnight away from his permanent station, he shall be paid accommodation allowance at rates determined by government from time to time.
- 4.2.2 Accommodation allowance may be paid for a maximum continuous period of twenty eight (28) nights.
- 4.2.3 On transfer from one station to another, an employee may claim accommodation allowance for self and spouse and up to a maximum of four unmarried children, who are living with and are dependent on him should they be compelled to spend one or more nights on the journey. The rate of allowance for the spouse and children aged 16 years and above will be the same as that for the employee, and the rate for the children below 16 years will be one-half of the rates payable to the employee.

4.2.4 When a non-Kenyan is recruited to work in the country, he will on arrival, be eligible for payment of accommodation allowance at the rates applicable to his Job Group, for himself, spouse and children for a period not exceeding 30 days, subject to the approval of the Board. The spouse will be eligible for payment at full rate while four(4) unmarried children who are 16 years and below will be eligible for payment at half rate.

4.2.5 At the end of tour, the employee may draw accommodation allowance for a period not exceeding 30 days when it is necessary for him to vacate his rented accommodation in advance of leaving the country.

4.3 Telephone Airtime Allowance

4.3.1 Eligible members of staff of the Agency shall be provided with telephone airtime –at rates determined by government guidelines from time to time.

4.3.2 Mobile handsets issued to staff will be expected to have a useful life span of two years

4.4 International/Overseas Subsistence Allowance

4.4.1 An employee who is required to travel on duty outside Kenya will be granted subsistence allowance at the daily rates as guided by government circulars and policies from time to time.

4.4.2 The rates of subsistence allowance which are payable for each complete period of 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 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.

- 4.4.3 In addition, travelling expenses incurred from the airport of disembarkation to a hotel or other residential place and vice versa, airport charges, fees for vaccination, visas and passport charges will be catered for by the Agency.
- 4.4.4 Where an employee's travelling, boarding and lodging expenses are paid in full directly to the hosting institution/hotel by the Agency or any other Organization, a residual allowance of up to one-quarter (1/4) of the standard rate of subsistence allowance may be paid to him to cover incidental expenses. Where only hotel/lodging expenses are covered, subsistence allowance may be paid at three-quarters (3/4) of the standard rate. In cases where the sponsor does not meet the expenses directly but pays an allowance and such allowance is less than the standard rate of subsistence allowance, the employee may claim the difference from the Agency.
- 4.4.5 An employee travelling on duty abroad is normally expected to regularize his expenses within the standard rate of subsistence allowance. Nevertheless, in very exceptional circumstances, for example, when hotels are heavily booked during an international meeting and the employee has no choice of accommodation or when the standard rate of subsistence allowance is insufficient for any other justifiable reasons, consideration will be given by the CEO for a refund of the additional expenses on production of receipted bills in respect of actual expenditure incurred.
- 4.4.6 However, the prevailing rates are reviewed regularly to approximate rates and are expected to be sufficient to afford an employee reasonable accommodation.

4.5 Acting Allowance

- 4.5.1 When an employee is appointed to act in a higher position, acting allowance shall be paid at the rate of twenty percent (20%) of his substantive salary (Basic pay) or as ~~per~~ be determined by government from time to time
- 4.5.2 Acting Allowance shall be paid to an employee when he acts in a higher post for a continuous period of 30 days or more; inclusive of weekends and public holidays.
- 4.5.3 When an employee having ceased to act in the higher post is required after an interval of not more than 15 days to act again in the same or another post and had not qualified for acting allowance on the first occasion, the number of days he acted on the first instance shall count towards the qualifying period of 30 days on the second occasion.
- 4.5.4 An employee on acting appointment shall be eligible for all privileges and allowances attached to the higher post but not House allowance. Absence of less than 30 consecutive days due to an employee being on urgent or annual leave or sick leave, shall not be regarded as a break in an acting appointment provided the employee is required to act again on the same post immediately he resumes duty.
- 4.5.5 Appointment on acting basis is a temporary measure pending the substantive filling of the vacant post by either recruitment or resumption of duty by the substantive holder of the post. The appointment shall normally be limited to a continuous period of 6 months or until the vacant post is filled whichever is the earlier, but may be extended by Board/CEO if the post remains vacant.

- 4.5.6 In all cases, staff shall be appointed to act in writing by the Chief Executive Officer or such other officer to whom the Chief Executive Officer may delegate such responsibility.

4.6 Special Duty Allowance

- 4.6.1 Special Duty Allowance is payable to an employee who has been appointed to assume, in addition to his duties, other duties of a higher salary post, or at the substantive level, duties of a separate and distinct nature, where additional duties constitute more responsibilities than his own for a continuous period of 30 days or more.
- 4.6.2 Special Duty Allowance is also payable when an employee is required to take over duties of a higher post but is disqualified from an acting allowance because of any of the following:
- a.) Lack of required professional qualifications.
 - b.) Lack of necessary experience.
- 4.6.3 Special Duty Allowance shall be payable at the rate of 15% of the employee's basic salary or as may be determined by government from time to time.
- 4.6.4 The maximum period for payment of Special Duty Allowance is 6 consecutive months or until the position is filled, whichever is the earlier. During that period, arrangements should be made to fill the higher post in substantive capacity. Where the position is not filled within this period, the CEO may extend the payment period for a further period not exceeding six (6) months or until the position is substantively filled, whichever is earlier.
- 4.6.5 Special duty allowance shall not be paid when an employee who has been appointed to perform duties in a higher post is absent from duty for a period of more than thirty (30) days.

4.6.6 An employee performing the duties of a higher post shall be eligible for subsistence and travel allowance payable to an office of that post. However, the employee shall not qualify for house allowance and other remunerative allowances assigned to the higher post.

4.6.7 In all cases, staff shall be appointed to act in writing by the Chief Executive Officer or such other officer to whom the Chief Executive Officer may delegate such responsibility.

4.7 Transfer Allowance

4.7.1 When an employee is transferred from one station to another, he will be eligible for payment of transfer allowance amounting to one (1) month's basic salary immediately he is released to the new station provided the new station is not less than 40 km from the old station.

4.7.2 Transfer allowance will not be paid to:-

- a.) Field employees such as Project Staff when moving from one camp to another;
- b.) Employees who are posted on temporary basis (i.e. on relief duty) for a period not exceeding three months; and
- c.) Employees who are transferred on their own request to suit their own convenience.

4.8 Meal Allowance

4.8.1 Employees appointed in writing by the CEO to undertake an extraneous official duty may be granted meal allowance at the prevailing government rates.

4.8.2 Meal allowance will only be paid to officers travelling on duty within the country but who are not required to spend a night away from the

- 4.8.3 permanent duty station. Meal allowance will not be paid alongside accommodation allowance.
- 4.8.4 Meal allowance shall be paid at the rate of 15% for breakfast, 20% for lunch and 20% for dinner of the daily subsistence rate applicable.
- 4.8.5 Meal allowance shall not be paid as a compensation for officers who are routinely required to work beyond the official working hours due to the nature of their jobs.
- 4.8.6 If an officer is expected to report to work before 0700 hrs in the morning, work during lunch hour and be at work beyond 1800 hrs they shall be eligible for a Meal Allowance for breakfast, Lunch or supper as the case may be. However, prior approval of the Chief Executive Officer or authorized Officer should be obtained.
- 4.8.7 This is a non-accountable allowance payable to employees who are not eligible for Extraneous Allowance.

4.9 Hardship Allowance

- 4.9.1 The Agency will determine the mechanisms of paying hardship allowance based on guidelines from the government from time to time.

4.10 Extraneous Allowances

- 4.10.1 Extraneous allowance is paid to officers working in certain offices as a way of compensating them for extraneous nature of their duty as they are required to work for long hours during week days, weekends and sometimes on public holidays.

- 4.10.2 Extraneous allowance is payable to employees designated by government guidelines at prescribed rates.

4.11 Leave Allowance

- 4.11.1 An employee shall be required to take a minimum of 15 days of his/her annual leave entitlement to qualify or to be eligible for leave allowance.
- 4.11.2 All employees will be eligible for leave allowance once a year. For ease of administration, the allowance will be paid through the payroll.
- 4.11.3 Leave allowance shall be paid at the rates to be determined by the Government from time to time

4.12 Commuter/Transport Allowance

- 4.12.1 All employees will be eligible for commuter/transport allowance provided they are not facilitated with Agency transport.
- 4.12.2 The rates of the allowances will be as per the prevailing government guidelines.
- 4.12.3 It will be an offence for an employee in receipt of commuter allowance to use Agency vehicle to and from the office.

4.13 Risk Allowance

- 4.13.1 Employees such as accountant and drivers carrying large sums of cash from or to the bank may be paid risk allowance as determined by the government from time to time.

4.14 Non Practicing Allowance

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

4.15 Entertainment Allowance

- 4.15.1 Officers in eligible grades shall earn a non-accountable monthly entertainment allowance as stipulated in government guidelines.

4.16 House Allowance

- 4.16.1 All permanent and contracted employees shall be eligible to house allowances applicable to their grades based on government circulars from time to time.

4.17 Special Task Force Allowance

- 4.17.1 Employees appointed by the CEO to engage in a special task so declared, such officers shall be paid special task force allowance as per the prevailing government rates.

4.18 Retreat Allowance

- 4.18.1 Employees carrying out specific duties, outside their duty station, shall be paid an allowance as provided for in the prevailing government guidelines.

4.19 Out of Pocket Allowance

- 4.19.1 If the accommodation arrangements and costs are being catered for by the Agency or another institution, the employee will not be eligible for daily subsistence allowance. However, the employee shall be eligible for an out of pocket allowance to cater for incidentals

and other personal expenses. The rate of out of pocket allowance shall payable shall be a $\frac{1}{4}$ (quarter) of the officer's daily subsistence rate.

4.20 Warm Clothing Allowance

- 4.20.1 A Board member or employee travelling out of Kenya on official duty shall be entitled to warm clothing allowance equivalent to one night's subsistence allowance to cater for suitable clothing to cater for the cold weather conditions prevailing at the country of destination. This shall be once in every two (2) years.

4.21 Overtime Allowance

- 4.21.1 When it is established that an officer in Job Group KTNA 8 or below is required to work overtime as a matter of urgent necessity and it is not possible to allow him equivalent time off in lieu of overtime allowance, an allowance may be granted to him with prior approval of the Chief Executive Officer on the advice of the Supervisor, for overtime worked in excess of forty (40) hours per week, at the rate of one and a half ($1 \frac{1}{2}$) times the officers salary during working days and two (2) times officers basic salary rate during other days including public holidays .
- 4.21.2 The request for payment of overtime allowance should be forwarded to the Chief Executive Officer before the employee is allowed to work over-time.
- 4.21.3 It is emphasized that overtime allowance shall not be paid for routine duties where it is possible that alternative arrangements can be made for performance of the tasks within normal working hours.

4.21.4 An officer in Job Group KTNA 7 and above will not qualify for overtime allowance since officers in this category are normally called upon to perform duties of a supervisory nature and this factor is taken into account in determining the rate of their remuneration.

4.21.5 The above allowance will not apply to certain categories of staff of the Agency who are required to work overtime regularly and an allowance such as Extraneous Allowance has been authorized for their compensation.

4.21.6 Eligible employees may apply for overtime payment to the Chief Executive Officer through their Head of Department when it is expected that they shall work for at least one hour beyond the normal working hours.

4.22 Security Allowance

4.22.1 This is the allowance payable to senior officers who are entrusted with important, confidential and key information and property of the Institution to ensure that they have personal security all the time.

4.22.2 The Security Allowance shall be provided to the Chief Executive Officer and the rates of Security Allowances shall be as approved by the Board from time to time.

4.23 Club Membership

4.23.1 As part of employee welfare, the Agency shall provide one club membership and annual subscription to Clubs for the Chief Executive Officer and General Managers or equivalent and Heads of Departments subject to a ceiling as set by the Board from time to time. .

4.24 PENSION SCHEME

- 4.25.1 The Agency shall operate a contributory Staff Pension Scheme where both the employee and the Agency (employer) shall contribute specific percentages of the employee's basic salary to the pension scheme.
- 4.25.2 Employees shall be eligible to join the KENTRADE Staff Pension Scheme upon successful completion of their probation period and confirmation into permanent and pensionable terms.
- 4.25.3 The pension shall be available to the employee upon retirement or his portion of the contribution availed upon resignation from employment with the Agency subject to the Scheme's Trust Deed and Rules.

SECTION 5: MEDICAL BENEFITS

5.1 Introduction

- 5.1.1 The Agency will make adequate provision for medical benefits to be accorded to all employees except those on casual terms, internship or attachments.
- 5.1.2 The CEO will manage and monitor the medical expenditure to ensure that costs are reasonable.

5.2 Management of the Medical Scheme

- 5.2.1 The Agency shall procure an in-patient and outpatient medical insurance scheme for the employee, one spouse and up to four (4) dependent children. The limit of the medical cover shall be determined by the Board and approved by the Government from time to time.
- 5.2.2 Members of staff will continue to be members of the Medical Scheme provided by NHIF.
- 5.2.3 The Agency may at its discretion consider ex-gratia payments for the employees and dependents who exceed the set limits.

5.3 Accidents on Duty

- 5.3.1 An accident on duty is an accident where the employee suffers personal injury: In the actual discharge of his duty; without his own default and/or on account of circumstances specially attributed to the nature of his duty.
- 5.3.2 In the event that the employee is unable to make the report of the injury or if fatally injured the Supervising Employee should make the report in writing to the Head of HR&A department as soon as he learns of the same injury.
- 5.3.3 Upon receiving the report of the injury in respect to the employee, the Agency shall lodge a claim with the Agency's appointed insurance

broker or underwriter, as the case may be, with a view of seeking compensation for the said employee.

- 5.3.4 Any claim for benefits should be submitted/ reported to the Insurance Company immediately or as per the terms of the policy.
- 5.3.5 If an employee sustains an injury in the execution of his duty and the injury is not due to his negligence or misconduct, the Agency, May at its discretion, authorize that the cost of any special treatment, medical comforts and appliances be borne by the Agency. Application for financial assistance under this regulation should be forwarded to the Human Resources Department.
- 5.3.6 If the request is approved, the Agency shall bear the whole cost of such treatment and will in turn claim the maximum amount allowed under the Group Personal Accident (GPA) Insurance Underwriterssubject to Insurance Policy provision

5.4 Other Staff Insurance Policies

- 5.4.1 The Agency shall undertake to provide, inter alia, the following insurance covers for its permanent and pensionableemployees:
- (i) Group Life Assurance,
 - (ii) Work Injuries Benefits
 - (iii) Group Personal Accident
 - (iv) Travel insurance.
 - (v) Professional Indemnity Insurance
 - (vi) Any other relevant insurance cover
- 5.4.2 The Agency will procure an insurance scheme to cover all employees against accident which may occur anytime, anywhere whether on duty or not.
- 5.4.3 These insurances shall not in any way affect any personal insurance policy that an individual employee may have taken out for himself.

SECTION 6: LEAVE

6.1 Introduction

- 6.1.1 Annual leave is granted in conformity with provisions of the Labour laws and the timing of the leave is subject to the exigencies of duty.
- 6.1.2 Heads of Departments will circulate leave schedules for their employees in June to provide anticipated leave dates in order to allow proper planning and alignment with the respective work plans. The leave schedules shall be submitted to the HOD of the HR&A department in the first month of the fiscal year.
- 6.1.3 Annual leave will not be commuted for cash. In the case of separation from employment the CEO will have the discretion to approve depending on the circumstances which made it impossible for the employee to utilize the leave days.

6.2 Categories of Leave

- 6.2.1 The following are the categories of leave that shall be applicable to employees:
 - a.) Annual leave
 - b.) Maternity leave
 - c.) Child Adoption Leave
 - d.) Paternity leave
 - e.) Sick leave/Convalescent
 - f.) Unpaid leave
 - g.) Compassionate leave
 - h.) Leave for special purposes
 - i.) Study leave/Examination
 - j.) Terminal Leave
 - k.) Leave for Sportsmen/women
 - l.) Leave pending retirement

6.3 Annual Leave

- 6.3.1 An employee will be eligible for annual leave at the commencement of a “leave year” except in the case of a newly appointed employee who will be required to complete a minimum of three (3) months service before being entitled to annual leave. For this purpose, a “leave year” shall commence on the 1st of July and end on the 30th of June of the following year. “Annual Leave” year is linked to the Government Financial Year.
- 6.3.2 Annual leave for a newly appointed employee will be calculated on a pro-rata basis for the year of his appointment.
- 6.3.3 All employees, irrespective of their grades, will be entitled to thirty (30) working days annual leave. The annual leave computation will exclude Saturdays, Sundays and Public Holidays.
- 6.3.4 Annual leave is not cumulative. Hence, leave earned shall be taken within the leave year it falls due during the year or be forfeited. However, an employee may, if he so wishes, carry forward from one leave year to another not more than half of his annual leave entitlement.
- 6.3.5 An employee will not defer more than half of his leave entitlement from one leave year to another except in very exceptional circumstances with prior written approval of the CEO. In this regard, the employee shall make a written claim to the HRAC for consideration.
- 6.3.6 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 28(1b) of the Employment Act of 2007.

6.4 Maternity Leave

- 6.4.1 Female employees will be eligible for maternity leave with full pay for a maximum period of ninety (90) calendar days exclusive of annual leave due for the year.
- 6.4.2 No female employee shall forfeit her annual leave entitlement on account of having taken maternity leave.
- 6.4.3 On expiry of maternity leave, the employee will have the right to return to the job which she held immediately prior to her maternity leave or to a reasonably suitable job on terms and conditions not less favourable than those which would have applied had she not been on maternity leave.

6.5 Child Adoption Leave

- 6.5.1 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.
- 6.5.2 A female officer/staff is entitled to adoption leave with full pay upon production of supporting legal documents. The leave shall be granted as follows:
 - a.) Sixty (60) calendar days where the child is under five (5) years and below
 - b.) Forty five (45) calendar days where the child five (5) years to ten (10) years
 - c.) Twenty (20) calendar days where the child is over ten (10) years
- 6.5.3 A female officer/staff on adoption leave shall not forfeit her annual leave.

- 6.5.4 A male officer/staff is entitled to leave of up to a maximum of ten (10) working days whenever he and/or his spouse adopt a child.

6.6 Paternity Leave

- 6.6.1 Male employees will be eligible for paternity leave for a maximum period of ten (10) working days during the period of the spouse's maternity leave or child adoption leave.
- 6.6.2 In this regard, it is clarified that in the case of a male employee with more than one wife, he will be entitled to paternity leave only in respect of the wife registered in the National Hospital Insurance Fund (NHIF) contributor's Card and such leave shall be taken not more than once per year. Further, to enjoy such leave an employee will be required to present a Medical Certificate confirming the maternity status of his wife.

6.7 Sick Leave

- 6.7.1 Sick leave is granted to cover illness, which prevents an employee from attending work. An employee may be granted sick leave subject to the maximum period indicated herein provided it is certified that there is reasonable prospects of eventual recovery and fitness for duty:
- a.) Any absence from duty due to ill health must be supported by a sick sheet duly signed by a qualified Medical Practitioner certifying the employee's inability to work due to ill health. In the absence of a sick sheet, the employee's absence will be treated as unauthorized.
 - b.) Employees will be granted up to three months (3) sick leave with full pay followed by three months on half pay in a leave year when the circumstances so demand.

c.) Employees serving on contract terms of service will be granted up to two (2) months sick leave on full pay followed by two (2) months on half pay in a leave year.

d.) Sick leave in excess of three months will require confirmation of the Director of Medical Services who will decide if the employee should be examined by a Medical Board with the view to determining whether or not there is reasonable prospect or eventual recovery and fitness for duty.

e.) An employee on sick leave will submit a Sick Sheet/Medical Report to their HOD with copy to HR&A department immediately on resumption of duty.

6.7.2 Employees may be granted time off after a period of sickness upon recommendation of a qualified Medical Officer for recuperating purposes.

6.7.3 Sick leave will not be carried forward from one fiscal year to another.

6.8 Compassionate Leave

6.8.1 An employee who has exhausted his annual leave entitlement may be granted compassionate leave up to ten (10) working days in a leave year on compassionate grounds (such grounds include death or major sickness in the family).

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

6.9 Unpaid Leave

6.9.1 An employee may be granted unpaid leave on the grounds of urgent private business or proven cases of exceptional hardships for a period not exceeding sixty (60) calendar days.

- 6.9.2 For an employee to qualify for unpaid leave, he will be required to have served for at least one (1) year.
- 6.9.3 Unpaid leave will not be increment earning.
- 6.9.4 An employee on unpaid leave shall continue to discharge his liabilities to the Agency in respect of any financial advances during the period of absence through his own arrangements.

6.10 Study/ Exam Leave

- 6.10.1 Study leave is the official leave of absence from the official place of work on full time basis for the purpose of acquiring skills and knowledge from a learning institution subject to relevant prior approval.
- 6.10.2 An employee may be granted a study leave in a leave year to prepare for/ write examinations for either a self-sponsored course or Agency's sponsored courses so long as the course had been approved by the Training Committee in advance.
- 6.10.3 The Agency may also grant a study leave for up to 2 years to an employee who has been sponsored for full time course of training. Such a course must have been approved by the Training Committee in advance.

Staff shall qualify for long term (over 12 months) study leave after serving the Agency for three (3) years.

Study leave granted shall be for a maximum duration of two (2) years.

Staff must serve for another three (3) years after a study leave before being eligible for another study leave.

During the period of study leave, staff shall be entitled to salary as follows;

Basic Salary – 80%

House Allowance – 100%

Staff on study leave shall not be entitled to commuter allowance, telephone allowances as well as any other job related allowance.

Unpaid study leave not exceeding two (2) years may be granted to an officer with the prior approval of the Chief Executive Officer.

6.11 Special Leave for Sportsmen/Women

- 6.11.1 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 counted against the employee's annual leave entitlement.

6.12 Leave for Special Purposes

- 6.12.1 Leave of absence on occasions of religious festivals may be granted without loss of pay for not more than two (2) days in a leave year, subject to the exigencies of service. An application for leave on such an occasion should be addressed to the CEO in advance of the date on which any particular religious festival is celebrated.
- 6.12.2 An employee who is selected to represent Kenya in National, Regional or International fixtures will be granted special leave with full salary for the necessary period of his training and subsequent participation in sports.

- 6.12.3 The special leave will not be counted against annual leave entitlement and will be authorized by the CEO.

6.13 Leave Pending Retirement

- 6.13.1 Leave pending retirement will be taken by an employee pending his retirement. It will be the last official leave to be taken by an employee during his period of service with the Agency.

- 6.13.2 An employee who is due for retirement is entitled in addition to his annual leave, thirty (30) calendar days leave pending retirement. This leave must be taken thirty (30) calendar days preceding retirement and will however, neither be commuted for cash nor will the employee qualify for additional leave allowance.

6.14 Public Holidays

- 6.14.1 The following days will be observed as public holidays in accordance with Public Holidays Act (Cap 110):

a.) New Year	-	1 st of January
b.) Good Friday	-	*
c.) Easter Monday	-	*
d.) Labour day	-	1 st May
e.) Madaraka day	-	1 st June
f.) Mashujaa Day	-	20 th October
g.) Jamhuri Day	-	12 th December
h.) Christmas Day	-	25 th December
i.) Boxing Day	-	26 th December
j.) Eid-UI-Fitr	-	*

* In accordance with the relevant religious calendar.

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

SECTION 7: TRANSPORT

7.1 Transport

7.1.1 The Agency shall provide free transport to an employee, spouse and up to four (4) unmarried children under twenty two (22) years of age who are dependent on him, on occasions when traveling on transfer, approved medical treatment/convalescent leave or on retirement.

7.1.2 However, no transport will be provided on resignation, summary dismissal or termination/expiry of contract terms before the employee attains 60 years.

7.2 Traveling by Public Transport

7.1.3 Where no vehicle will be available to an employee travelling on duty outside the duty station, the employee will be eligible to claim appropriate reimbursement of the amount of fare paid on production of receipted bills.

7.3 Traveling in Own Car on Official Duty

7.3.1 The Agency will, where possible, provide its employees with transport when traveling on official duty. In the absence of a more cost effective means, an employee may use a private vehicle for official duty with prior approval of the CEO.

7.3.2 Where such permission is granted, the employee will claim reimbursement based on the prevailing Automobile Association of Kenya (AA) rates. The vehicle capacity will be limited to 1800 c.c. for petrol and 2400 c.c. for diesel propelled engines.

7.4 Traveling in Official Vehicles

- 7.4.1 The CEO will be entitled to one official car which will be used for official work only.
- 7.4.2 All the other employees will use pool transport for official work. An employee traveling on duty will be granted permission to use official vehicle by the CEO or an employee authorized by him.
- 7.4.3 Official vehicles are intended for official purposes only and should not be used for private purposes. An employee who makes improper use of a vehicle shall render himself liable to disciplinary action.
- 7.4.4 Whenever a vehicle is used, the details of the journey must be indicated in the work ticket. Any driver found operating without a work ticket authorizing the journey in question, or found carrying unauthorized passengers or goods, shall be subject to disciplinary action. The Government Vehicle Check Unit is empowered to stop and check any vehicle and prefer charges, where appropriate, against the driver.

7.5 Management of Vehicles

- 7.5.1 The CEO shall ensure that a register for all vehicles shall be opened and maintained up to date. The register shall contain the following particulars in respect of each vehicle: -
- (i) Description of vehicle
 - (ii) Chassis number
 - (iii) Engine number
 - (iv) Registration mark and number
 - (v) Log Book number
 - (vi) Date vehicle purchased
 - (vii) Vehicle Insurance particulars and copy of Insurance Disc

- 7.5.2 Each vehicle shall have a file in which all relevant documents and correspondence shall be filed, including, as far as possible, related expenditure records.
- 7.5.3 It shall be the responsibility of the CEO to ensure that vehicles are used properly. He shall put in place mechanisms for ensuring centralized overnight garaging and parking of the vehicles and arrange for proper custody of ignition keys.
- 7.5.4 All Drivers shall have a valid driver's license appropriate for the class of vehicle. Any employee authorizing improper use of the vehicle shall be held personally responsible, making him liable to disciplinary action which would include making good for pecuniary loss and may be liable to dismissal from the service.
- 7.5.5 Drivers shall at all times set the highest standards of road conduct.

7.6 Reporting of Accidents

- 7.6.1 Drivers and all employees using official vehicles shall acquaint themselves with the provisions of the Traffic Act (Cap 403), which requires a driver of a vehicle involved in an accident to stop and give his name and address, the particulars of the vehicle, vehicle insurance particulars and address of its owner to any authorized person or to the Police as soon as possible, and in any case within 24 hours of the occurrence of the accident. This procedure shall be followed at all times in the event of an accident.
- 7.6.2 In addition to providing a report to the Police, if the driver shall not be incapacitated by the accident, he shall submit a preliminary accident report to the CEO within 24 hours of the occurrence of the accident.

7.7 Traveling by Air

- 7.7.1 When required to travel by air, all members of staff shall be governed by the prevailing government policy in terms of class of travel.
- 7.7.2 An employee travelling on duty by air shall not be granted any baggage allowance in addition to the free allowance on the air ticket, unless in special circumstances in which excess baggage shall be considered by the CEO.

7.8 Travelling by Taxi

- 7.8.1 An employee may be compelled to travel by taxi on duly authorized official duty; while attending/returning from a course, conference, seminar, workshop or meeting. The employee will use the taxi subject to prior request and approval.

7.9 Travelling for Interview

- 7.9.1 An employee who is invited for an interview/meeting by the Agency will be regarded as travelling on duty and will be reimbursed the cost of travelling expenses.

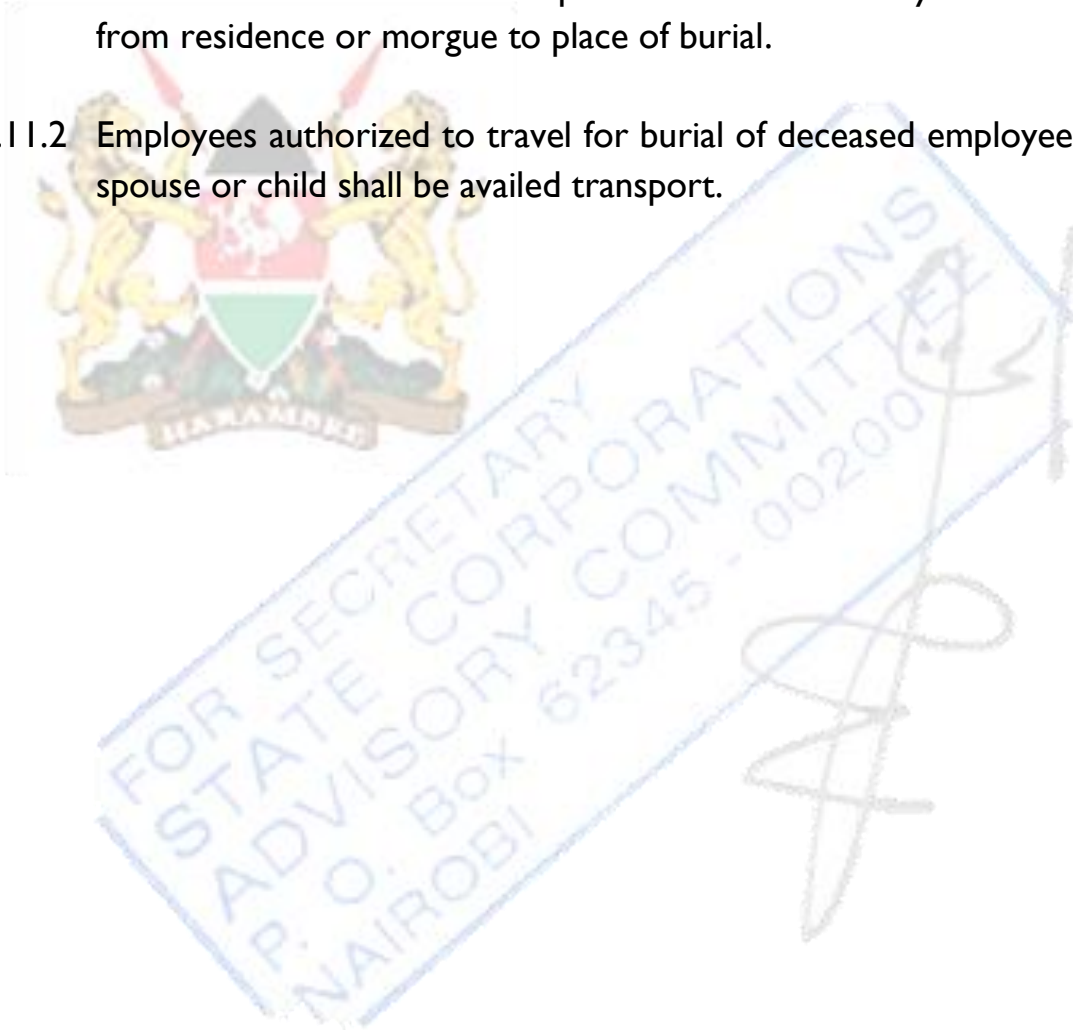
7.10 Transportation of Baggage

- 7.10.1 Where transport is not provided to an employee when traveling on transfer, termination of appointment or retirement, the employee shall be permitted to carry personal baggage by rail or road at the expense of the Agency. The employee shall be reimbursed the cost of transport at the prevailing rates of baggage allowance as shall be determined by the Board in consultation with Government from time to time.
- 7.10.2 In addition, in case of a deceased employee, the legal representative shall be eligible for the re-imbursement.

7.11 Transportation for Burial

7.11.1 On the death of an employee, spouse or child the Agency will provide a hearse to ferry the deceased. The Agency shall also facilitate provision of reasonable means of transportation for the family of the deceased from residence or morgue to place of burial.

7.11.2 Employees authorized to travel for burial of deceased employee, parent, spouse or child shall be availed transport.



SECTION 8: PERFORMANCE MANAGEMENT

8.1 Introduction

- 8.1.1 The Agency will take into account individual performance and reward employees for their contribution in a fair and equitable manner. The Performance Management System has therefore been designed to achieve this objective, among others.
- 8.1.2 The Performance Management System will support the Agency to attain the following, among others:
- a.) Attract qualified employees;
 - b.) Retain qualified employees;
 - c.) Motivate employees by rewarding good performance; and
 - d.) Support management in the realization of the objectives of the Agency.
- 8.1.3 The system provides for setting of performance targets, work planning and evaluation of performance.

8.2 Objectives of Performance Appraisal

- 8.2.1 Staff Performance Appraisal is a critical component of the human resource management function. The overall objective of the appraisal system is to manage and improve performance by enabling a higher level of members of staff participation and involvement in planning, delivery and evaluation of work performance.
- 8.2.2 The specific objectives are to:-
- a.) Link individual performance with organization performance;
 - b.) Enable Supervisor and Appraisee to continuously assess work progress;

- c.) Assess the learning and development needs of employee on timely basis;
- d.) Promote accountability in the Agency;
- e.) Promote communication and encourage continuous feedback between Appraiser and supervisor;
- f.) Set the basis on which an employee's performance is monitored and evaluated as stipulated in the individual work plan;
- g.) Improve the quality of work through better planning, ongoing discussions and fair participatory appraisal; and
- h.) Provide information for decision-making on administrative and human resource issues such as renewal of contracts, promotions, delegation of duties, training, deployment, reward and sanctions.

8.3 Performance Management Process

8.3.1 Performance Management is based on the following underlying principles, and the need: -

- a.) To identify individual/ team objectives and performance measures linked to the Vision, Mission, Core Values and Strategic Objectives of the Agency.
- b.) To promote employee career development by creating learning environment and ensuring quality improvement through training, coaching, counseling and mentoring.
- c.) To provide open and honest periodic evaluation of an employee's performance.
- d.) To link rewards to the employee's performance rating.

8.3.2 Each employee will have a job description, outlining basic responsibilities. Job descriptions will be written in a simple language that clearly defines the scope and limitations of the job ensuring that:

- a.) Upon employment, an employee will be given a job description for appointed position;

- b.) An employee will be required to confirm receipt and attest to having read and understood the job description by signing a copy, which will be placed in his personal file; and
- c.) All job descriptions will be approved by the immediate supervisor and the respective Heads of the various Departments.

8.3.3 Job description will contain the following basic information:

- a.) Job title
- b.) Location of job
- c.) Reporting relationships
- d.) Major responsibilities
- e.) Limits of an employee's authority

8.3.4 The job descriptions are not static and are subject to change from time to time in response to the Agency's needs and individual employee competencies.

8.4 Work Planning and Setting of Performance Targets

8.4.1 Prior to the beginning of the performance period, Departments will prepare work plans based on their strategic plan. The Departmental Work Plans should include the Departmental priority objectives from which individual performance targets will be derived. Departmental Heads will meet with employees under their direct supervision to discuss and ensure that the objectives and performance targets of the department are understood.

8.4.2 The individual work plans will be derived from the Departmental Work plans and employee's job description. The work plan will briefly describe the performance targets or expected results on specific assignments and activities for which the employee is responsible during the performance year.

8.4.3 The Appraisee will hold discussions with the immediate Supervisor to agree on the work plan. The performance targets shall thereafter be set as agreed in the discussions by latest 31st July of each year. For each performance target to be assessed there will be performance indicators.

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

8.5 Appraisal Period

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

8.6 Continuous Performance Appraisal

8.6.1 Performance appraisal is an on-going process throughout the performance period. Milestones over the review period should be documented and maintained in the Appraisee's personal file.

8.6.2 Employees serving on contract terms will be appraised every Quarter during the first year of the contract. If the performance is unsatisfactory, the contract will be terminated in accordance with the contract document.

8.7 Mid-Year Performance Review

8.7.1 The main purpose of the mid-year Performance Review is to accord both the Supervisor and Appraisee the opportunity to jointly review

the progress made by the Appraisee in accomplishing the assignments agreed on at the beginning of the Appraisal period.

8.7.2 The review which should be in the form of discussions, should be centred on what has been achieved, any constraints experienced and whether there is need to vary the initial assignments in order to accommodate any unforeseen circumstances. Any changes, additions or removal of performance targets should however only be made in the event that there have been significant changes in the nature of functions carried out by the Appraisee and which may necessitate revision of performance targets.

8.7.3 The Supervisor should, after discussions with the Appraisee at the Mid-year Performance Review comment on the Appraisee's performance. In the event that the Supervisor leaves the Department/Agency, he will be required to appraise the performance of the Appraisee on pro-rata basis.

8.8 End of Year Appraisal Process

8.8.1 The End of Year Appraisal will take place at the end of the reporting period.

- a.) The Supervisor and Appraisee are required to meet at the end of the year to discuss the overall performance for the whole appraisal period;
- b.) Prior to the meeting, the Appraisee should prepare a preliminary report on the extent to which set targets were achieved as agreed at the beginning of the Performance Year with clear performance indicators.
- c.) After the meeting, an evaluation form will be signed and dated by both the appraisee and appraiser and forwarded to respective Head of Department and to the CEO for endorsement.

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

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

8.9 Performance Rating Levels

8.9.1 An employee's performance will be rated in accordance with prevailing government practice.

8.10 Appeals

8.10.1 If an employee disagrees with an evaluation and cannot resolve the disagreement with the supervisor, the employee may appeal to the CEO through the Manager responsible for Human Resource for another review of his performance.

8.10.2 The appeal must be made in writing and submitted to the Manager responsible for Human Resource within ten (10) days of the initial performance appraisal meeting. The CEO will appoint a sub-committee to review the appraisal.

8.11 Incentive Scheme

8.11.1 The Agency shall have an incentive scheme aimed at rewarding members of staff based on the value they are adding to the Agency in relation to their performance, approved experience and professional skills/competence.

8.11.2 The scheme may be composed of the following;

- a.) Compensation
- b.) Annual Bonus

- c.) Incentives
- d.) Awards

8.12 Committee Assessment

- 8.12.1 To ensure the accuracy and objectivity of the final assessment, the performance appraisal ratings will be approved or moderated by the HRAC. The Committee will also assess an officer's probable performance on higher duties.

8.13 Appraisal Program

- 8.13.1 The Agency's appraisal exercise will be conducted in accordance with a programme approved by the Management for each financial year.

SECTION 9: TRAINING AND DEVELOPMENT

9.1 Introduction

- 9.1.1 The Agency recognizes the need for training and development of all employees. It shall therefore offer training opportunities to all its employees in order to improve their work performance and personal development.
- 9.1.2 The policy on training is to ensure continuous upgrading of core competencies, knowledge, skills and attitudes of employees including their ability to assimilate technology to enable them create and seize opportunities for career growth, social advancement, economic growth and development.
- 9.1.3 Training and development of employees will be directed towards the achievement of the following objectives:
- a.) Enhancement of the organizational performance by helping all employees to improve on their efficiency and effectiveness;
 - b.) Assisting each employee to gain competences and skills in preparation for more responsible positions and to help each employee prepare for changes as the Agency develops to meet changing and emerging needs; and
 - c.) Ensure availability of sufficient trained human resource-base to meet the Agency's current and future requirements by identifying those requirements and providing appropriate training and development opportunities for targeted employees.
- 9.1.3 All training must be based on identified training needs. Funds allowing, all members of staff should have at least five (5) days training in a year while newly recruited or transferred employees must be inducted within Two (2) weeks of the transfer date or joining the Agency.

9.1.4 An employee who has been on training will be eligible for his normal annual leave only for the year he resumes duty in addition to the leave days officially carried forward before proceeding on training.

9.1.5 The Agency shall not sponsor employees for undergraduate degree courses or other courses that are mandatory for their current jobs qualifications.

9.1.6 Supervisors will assess the impact of the training by employees during annual appraisal.

9.2 Training Needs Assessment

9.2.1 Training in the Agency shall be based on Training Needs Assessment which shall be conducted.

9.2.2 All Heads of Departments shall prepare training projections based on Training Needs Assessment to guide the HR committee in nominating employees for training.

9.3 Course Approval

9.3.1 The CEO will grant course approval to employees proceeding on authorized training in accordance with service regulations. Employees will be required to obtain course approvals before commencement of training.

9.4 Progress Reports

9.4.1 All members of staff shall be expected to provide official performance reports to the head of HR by the end of each term/semester or by the end of the course whichever is earlier. The Agency shall not release the next installment (s) unless such a report is satisfactory.

- 9.4.2 Training Evaluation Report shall be carried out at the end of the training.

9.5 In-House Training Programmes

- 9.5.1 The Human Resource Department will design specific in-house training programmes as a method of developing training interventions which address identified training needs. In addition, training can be provided under institutional training both locally and abroad.
- 9.5.2 In designing training programmes, the Head of Human Resources should ascertain the availability of:-
- a.) Professional, qualified and experienced trainers;
 - b.) Training programmes that are cost-effective; and
 - c.) An effective evaluation and feedback system to assess the impact of training on performance.
 - d.) Selection of trainees for all training programmes will be based on identified needs with emphasis on training for performance improvement that addresses national, organizational and individual goals.

9.6 Criteria for Training Funds Allocation

- 9.6.1 Members of staff shall be expected to apply in the training forms to be obtained from the Human Resource department and then submitted to the Chairperson of the training committee.
- 9.6.2 The Committee shall consider the following while allocating training funds:
- a.) The Agency training priority areas as identified by the HR training committee

- b.) Merit: Those employees who clearly deserve training shall be given first priority. There shall be no discrimination in the allocation
- c.) Value adding: The training must add value to the employees job by improving his/her performance. It must also be linked to the job the member of staff is doing or anticipated promotion or job position that the employee is expected to hold in the future. It may also be linked to management development or succession plans of the organization.
- d.) Results of the training needs assessment: Training that does not match with the training needs assessment especially the supervisors' recommendations shall not be considered.
- e.) Professional courses: Technical members of staff who apply for professional courses shall be given first priority.
- f.) Managerial courses: Managers who apply for managerial courses shall be given priority.
- g.) Time between two courses: Members of staff shall be expected to utilize the skills learnt after training before they are considered for more training. The skills utilization period after a short course shall be one year and two years after a long course. Courses offered in modules or parts may however be exempted from this section.

9.7 Sponsorship for Education and Professional Training

- 9.7.1 Subject to availability of funds, the Agency will endeavour to assist its employees acquire additional qualifications relevant to their jobs through sponsorship for various courses and programmes.
- 9.7.2 The Agency shall undertake Training Needs Assessment and prepare annual training plans for all its employees. Availability of funds and prioritization of the courses will be a key consideration. The Training Needs Assessment will be aligned to the Performance Management System.

9.8 Conditions for Sponsorship

- 9.8.1 Only permanent employees and those on long-term contracts shall qualify for training sponsorship by the Agency.
- 9.8.2 The Agency will sponsor members of staff for courses approved by the training committee.
- 9.8.3 Members of staff on probation shall be expected to wait for confirmation before they can benefit from the Agency's training funds. They may, however, attend seminars and conferences as approved by the CEO and also benefit from training geared towards members of staff induction.
- 9.8.4 Subject to the availability of funds, the Agency shall endeavor to assist all its employees acquire skills and competence relevant to their jobs.
- 9.8.5 The Agency shall not sponsor employee for first degree courses and master degrees programs. This is because it expects staff members to have met the minimum job requirements at appointments which include educational qualifications. However, such courses may be considered if they are required by the schemes of service for a specific job group and that they shall enhance professional competence of the concerned employees.
- 9.8.6 Members of staff sponsored by the Agency may be required to share the cost of the course to be undertaken at such a ration as may be determined by the training committee.
- 9.8.7 Sponsorship of an employee for training, where approved, shall not exceed 2 years duration.

9.9 Expenses to be met by the employee

9.9.1 An employee will be responsible for meeting all expenditure in connection with the course on the following items from the allowance – training /subsistence allowance payable to him:

- a.) The full cost of his own subsistence during both term time and vacation, whether this takes the form of a fee for a residence at an institution or payment of board and lodging outside the institution;
- b.) Fares for daily journey between his lodging and place of study;
- c.) The purchase of all outfit and clothing required for the course;
- d.) Subsistence when travelling; and
- e.) All other personal commitments including subscriptions (voluntary or compulsory), laundry, reaction, entertainment, etc.

9.10 Expenses to be met by the Agency

9.10.1 In addition to the payment of salary and allowances, the following items of expenditure will be met by the Agency:

- a.) Pre-departure medical examination, passport, visa, vacation and inoculation fees;
- b.) All course fees (other than residence fee or other charges for board and lodging) including registration, admission, tuition, examination, project/ dissertation, thesis, laboratory and similar fees – if the same are not met by the sponsor;
- c.) All transport and travelling necessary in connection with an employee's training (other than the daily commuting between lodgings and an employee's normal place or places of study) at second-class rates;
- d.) Local transport and traveling to and from the airport of departure and arrival in Kenya at the rates already set.
- e.) Economy class passage to and from the county in which the course is held; and

f.) Medical insurance contribution, where applicable.

9.11 Mentorship Programme

9.11.1 Whenever possible, new employees will be assigned mentors who will provide them with guidance and ensure that they are properly integrated into the service.

9.12 Training Levy

9.12.1 An employee selected to attend a local or external course lasting more than four (4) weeks will be deducted 10% for local and 20% for external courses respectively from his basic salary for the full duration of the course. The amount recovered will be treated as the employee's contribution towards the cost of training.

9.12.2 The training levy will be paid to the Agency regardless of whether the course is sponsored by the Government of Kenya, KenTrade or by Development Partners through bi-lateral arrangements.

9.13 Management and Co-ordination of Training

9.13.1 The Human Resource Advisory Committee will manage and coordinate employee training. This Committee shall be responsible for the following as regards training;

- a.) Consideration and approval of the Agency's training plans and staff development strategies.
- b.) Consideration of training projections and analysis of training needs as well as setting up a hierarchy or priorities within the overall training projections.
- c.) Assessment of availability of training resources and their optimum utilization.

- d.) Identification and selection of suitable employees for various training programs
- e.) Apportionment of the training funds.

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

9.14 Conditions Applicable to Employees on Training

9.14.1 Salary and Allowances

- a.) An employee attending a course will be deemed to be on duty and all regulations pertaining to his employment will be applicable.
- b.) Provided that his study reports and conduct are satisfactory, an employee will be considered for promotion as and when suitable vacancies occur subject to competition and/or the provisions of the respective Career Progression Guidelines.
- c.) An employee traveling to attend a course will be deemed to be on duty and will be reimbursed any traveling and subsistence expenses incurred.
- d.) An allowance to purchase books, training instruments and apparatus, among others, shall be provided to an employee on the basis of the recommendation from the Head of the Institution where the course will be held.
- e.) An employee will be eligible for house allowance and medical cover during period of the course.

9.14.2 Provision for Annual Leave

- a.) Attendance of a course which has no provision for vacations will count as if an employee will be on duty for the purpose of his eligibility for leave.
- b.) An employee undertaking fulltime course of study at an academic institution will normally be granted the student's vacation, but may be required to resume duty during vacation provided he is entitled to a minimum of one (1) months' vacation in a year. Such an employee will not be eligible for any additional leave in respect of the period of the course. He will however, be eligible for any days carried forward before proceeding on training.
- c.) An employee attending a course outside the country shall be eligible for his normal annual leave due only for the year he returns to the country.
- d.) The employee shall resume duty immediately upon the completion of the course or the expiry of the period of training.

9.15 Training Reports

- 9.15.1 All employees sponsored for training will be required to prepare a report on the training attended. Special attention should be given as to how the skills acquired can be shared with other employees in order to maximize the impact of the training.

9.16 Self-Sponsored Courses

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

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

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

9.17 Reimbursement of Training and Examination Fees

9.17.1 An employee who on his own initiative and at his own time undertakes and passes a professional course relevant for his career growth and which is administered by a recognized training institution, will be eligible for reimbursement of 50% of the amount spent on tuition and examinations provided:-

- a.) The course is relevant to his career progression;
- b.) The course is recommended by the Human Resource Advisory Committee and approved by the CEO;
- c.) The course is not an undergraduate degree;
- d.) The employee has not been sponsored for the same course before; and
- e.) The employee avails the original certificate for the course and a training report.

9.18 Refund of Training Expenses

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

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

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

9.19 Conference and Seminars

9.19.1 Employees attending conferences, seminars, workshops and study tours, whether locally or abroad, usually of up to four (4) weeks duration, shall be regarded as traveling on duty and shall receive appropriate allowances in accordance with prevailing government guidelines.

9.20 Security (Training) Bond

9.20.1 An employee who attends a training lasting more than six (6) months, will be required to enter into a formal agreement binding him to serve the Agency so as to enable the Agency adequately benefit from its investment in training.

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

Course Duration	Bond Period
6 months - 1 year	1 year
Above 1 - 2 years	2 years
Above 2 - 3 years	3 years
Above 3 years	As per the course duration but should not exceed 5 years

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

9.20.4 The employee will be required to redeem the bond amount in full incase of default.

9.21 Monitoring and Evaluation

9.21.1 The Agency will carry out a cost benefit analysis to determine benefits accruing from its investments of time and money in the training and development of its employees. This is in order to assess achievement and improve future effectiveness. Information on training and development activity will be reviewed annually. The review will include consideration of:-

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

9.22 Training Projection

9.22.1 It will be the responsibility of the Manager responsible for Human Resource to prepare the annual training projections and budget. The annual training budget will be prepared in consultation with all the Heads of Departments.

9.23 Skills Inventory

9.23.1 The Agency will develop, update and maintain a skills inventory for all employees for purposes of identifying the available competencies and

the required skills in order to plan for training or recruitment to address the identified gaps and for succession management.

9.24 Subscription to Professional Bodies

- 9.24.1 The Agency will support all employees to become members of relevant and approved professional associations.
- 9.24.2 The employee will meet the cost of registration and the initial subscription. Thereafter, the Agency will meet the subsequent subscriptions, practising certificate and cost of continuing professional developing training.
- 9.24.3 For employees in level KTNA 4 and above, the Agency shall cater for subscriptions to two (2) professional Institutions.

9.25 External Scholarships and Sponsorships

- 9.25.1 In case of external scholarships or sponsorship opportunities, these shall be forwarded to the Training committee for award to the relevant employee(s) unless otherwise stated by the sponsor. All scholarship/sponsorship opportunities shall be communicated to all staff who shall then be required to apply and award shall be by the Training Committee based on merit, equity and fairness.
- 9.25.2 Agency sponsored staff on external training shall be entitled to one (1) return air ticket.
- 9.25.3 Staff on study leave of more than three (3) months shall be entitled to warm clothing allowance to cater for suitable clothing for the cold weather conditions prevailing at the country of study.

9.25.4 The rate shall be an equivalent of two (2) day's subsistence allowance of the country of study and shall be paid once in every two (2) years.

9.25.5 The above shall only apply to Agency sponsored courses and based on conditions of scholarships.

9.25.6 The Agency shall meet the following expenses incurred by a staff who has been formally nominated by the Agency to attend overseas training;

- i. Pre departure medical examination, vaccination and inoculation fees, if any.
- ii. Visa fees
- iii. All course fees including registration, admission, tuition, examination and other similar fees and any mandatory subscription.
- iv. Travel/ medical cover.

9.26 Conference and Seminars

9.26.1 Conference and seminars shall not be construed to mean training but as part of normal duties

SECTION 10: CODE OF CONDUCT

10.1 Introduction

- 10.1.1 This Section contains general rules of conduct to be observed by officers so as to maintain integrity and uphold the dignity of the public office to which he has been appointed. Every officer occupies a special position in the Agency and should ensure that his conduct both in public and in private life does not bring the Agency into disrepute.
- 10.1.2 Regulations governing discipline in the Agency and the procedure to be followed in cases of breach of discipline are contained in this manual.
- 10.1.3 In addition, an officer is required to comply with the provisions of Chapter Six of the Constitution on Leadership and Integrity and Articles 10 and 232 of the Constitution; Leadership and Integrity Act, 2012; Public Officer Ethics Act, 2003; Anti-corruption and Economic Crimes Act, 2003; Labour Relations Act, 2007 and the Employment Act, 2007.
- 10.1.4 Officers are required to adhere to their respective professional codes of conduct. It is imperative that an officer adheres to these rules of conduct, and such other rules which may be introduced from time to time.
- 10.1.5 All employees shall be required to sign the ~~code of~~ code of conduct upon employment and they will be bound by any amendments to the code of conduct.

10.2 Office Hours

- 10.2.1 The official hours are as follows:

Monday to Friday:

8.00 am to 1.00 pm
2.00 pm to 5.00 pm

10.2.2 Though the general office hours will be as stated herein, HoDs will not be restricted to utilize employees outside these hours, when there is any cause requiring their services either earlier or later, as long as the employees put up a maximum of 40 hours per week.

10.2.3 For the effective running of the Agency, the employees should observe punctuality and regular work attendance. In case an employee is not in a position to report to work in the morning or is delayed, the head of the respective department should be notified before, as close to the regular starting time as possible. This should not be later than 12.00pm after which the employee will be considered absent.

10.2.4 Flexible working time

- i. Flexi working is a work arrangement that allows staff to schedule working hours such as shift working and flexibility in reporting/leaving time.
- ii. To ensure psychosocial well-being of staff and promote staffs' balance between work and personal life, the Agency shall endeavour to allow interested staff flexibility in working hours subject to exigency of duties and concurrence with line managers.
- iii. Where applicable, staff shall also be scheduled into shift arrangements as shall be determined by Management from time to time.
- iv. Flexi hours shall not apply to staff working on shifts and to staff whose job is extraneous in nature.
- v. Regardless of flexi time arrangement, whenever required by duty, staff shall avail themselves between 8:00am to 5:00pm

10.3 Official Office Attire

- 10.3.1 The employees of the Agency are expected to dress in formal and acceptable office attire between Mondays and Thursdays.
- 10.3.2 Dress-down policy: staff members are free to dress down on Fridays. It should, however, be noted that the free manner of dressing should also be acceptable and decent.

10.4 Core Values, Guiding Values, Principles & Requirements

- 10.4.1 The employees of the Agency shall be guided by the national values and principles of governance in Article 10 of the Constitution; provisions of Chapter 6 of the Constitution on Leadership and Integrity; Part II of the Leadership and Integrity Act, 2012 as well as the Public officers Ethics Act, 2003 revised in 2009.
- 10.4.2 The employees of the Agency shall aspire to uphold the national values and principles of governance being ;
- (i) Patriotism, national unity, the rule of law, democracy and participation of the people;
 - (ii) Human dignity, equity, social justice, inclusiveness, equality, human rights, non-discrimination and protection of the marginalized;
 - (iii) Good governance, integrity, transparency and accountability; and
 - (iv) Sustainable development.

10.5 Rule of Law

- 10.5.1 All employees shall carry out their duties in accordance with the law. In carrying out his duties, a public employee shall not violate

the rights and freedoms of any person under Part V of the Constitution.

10.6 Conflict Of Interest

10.6.1 An employee shall declare to the CEO his personal interest (including the interest of a spouse, relative or business associate); where such interests are likely to interfere with official duties or affect personal judgment on official matters. According to the provisions of the Public Officer Ethics Act, 2003, an officer shall:

- (i) Use his best efforts to avoid being in a position in which his personal interests conflict with his official duties
- (ii) Not hold shares; corporate, partnership or of another body or through another person that would result to conflict of interest
- (iii) Declare personal interests to the CEO and comply with any directions to avoid the conflict and also refrain from participating in any deliberations where such interest would conflict official duties
- (iv) Not award a contract or influence the award of such a contract to himself, spouse, close relative, business associate, or a corporation, partnership or other body in which the employee has an interest.
- (v) Not use his office to improperly enrich himself or another person
- (vi) Not use or allow use of information acquired through his public office that is not public, for his own or other peoples' benefit.

10.6.2 Any employee whose personal interests are potentially or actually in conflict with those of his duties shall declare the personal interests to his superior or the CEO in writing.

10.6.3 Other situations which constitute a conflict of interest;-

- (i) Soliciting for any help, funds, favours, gifts and sponsorship from persons or institutions associated with the Agency or using the name of the Agency without the knowledge and approval of the Board.

10.7 Improper Enrichment or Receiving of Gifts

10.7.1 Agency employees shall not accept gifts, benefits or favors from a client where these may influence or may be seen to influence his decisions. Gifts exceeding a threshold of Kshs. 20,000.00 should not be accepted. Gifts in cash should not be accepted under any circumstance.

10.7.2 An Agency employee (s) shall not use their office to improperly enrich themselves or others. In this regard, an Agency employee shall not accept or request gifts or favours from a person who;-

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

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

- 10.7.4 This section applies not only to the employee himself, but also to his family. It is not intended to apply to cases of remuneration for special services rendered and paid for with the consent of the Board.
- 10.7.5 Presents from public personages which cannot be refused without being offensive will be handed over to the Agency unless prior permission has been obtained from the CEO for the employee to retain the present.
- 10.7.6 When presents are exchanged between employees acting on behalf of the CEO in ceremonial occasions with other organizations or their representatives, the presents received will be handed over to the Agency and any present in return will be given at the Agency's expense.

10.8 Harambees

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

10.9 Declaration of Income, Assets & Liabilities

- 10.9.1 Every employee shall on first appointment and after every two years thereafter submit a declaration of income, assets and liabilities of himself, spouse(s) and dependent children less than eighteen (18) years to the Public Service Commission in accordance with the Public Officer Ethics Act, 2003. The appropriate form will be supplied annually as required.

10.10 Undue influence

10.10.1 Employees are warned that the practice of seeking the influence of Politicians or other persons in order to be considered for promotion or other favours is viewed with disapproval. Any such attempt to obtain such favours is considered irregular and will not be of advantage to the employee and on the other hand, may actually be detrimental to the employee's interests.

10.11 Professionalism and Integrity

10.11.1 All employees shall: -

- (i) Carry out their duties in a manner that treats the public and the fellow employees with courtesy and respect;
- (ii) Seek to improve the standards of performance and level of professionalism in the Agency;
- (iii) Observe the ethical and professional requirements of a professional body of which they are members;
- (iv) Maintain an appropriate standard of dress and personal hygiene; and
- (v) Avoid practices that could lead an individual vulnerable to financial embarrassment.

10.12 Confidentiality and the Official Secrets Act, Cap 187

10.12.1 **Disclosure of Information:** An employee must not disclose any information concerning the affairs of the Agency or its employees, or show or release any official document to any person not connected with the Agency, or even insiders, unless he is required to do so in the course of his duties, or such disclosure as is authorized by the CEO. Individual invitations to give technical advice or present papers should be channeled through the CEO.

- 10.12.2 **Official Documents and Legal Proceedings:** An employee must not without permission make use of any official document which comes into his possession by virtue of his employment the subject of legal proceedings.

10.13 Rule of Law

- 10.13.1 Employees shall carry out their duties in accordance with the law. In carrying out one's duty, an employee shall not violate the rights and freedoms of any person as provided for in the Constitution.

10.14 Respect and Courtesy

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

10.15 Discrimination

- 10.15.1 The Agency is opposed to all forms of discrimination. Discrimination of any sort will be reported to the CEO so that the matter can be investigated and appropriate action taken. Any reported incidences of alleged discrimination will be treated in utmost confidence.

10.16 Confidentiality and Trust

- 10.16.1 While in the course of their duties, employees will be exposed to confidential information. In such cases, they will be expected to uphold strict standards in regard to confidentiality of information.
- 10.16.2 Disciplinary action will be taken against any employee proven to have divulged confidential information without the permission of the Agency.

10.17 Care of Assets

- 10.17.1 Employees are expected to ensure that assets entrusted to them are adequately protected and not misused or misappropriated.

10.18 Media Interviews& Interactions with the Media

- 10.18.1 An employee shall not, under any circumstances, communicate with the media either in writing or otherwise, or make statements on matters affecting the Agency's programs or policies without specific authority from the CEO.
- 10.18.2 An employee, whether on duty or on leave, shall not do the following without the permission of the CEO:-
- (i) Act as the editor of any newspaper or take part directly or indirectly in the management thereof; nor
 - (ii) Publish in any manner anything which may be reasonably regarded as of a political or administrative nature, whether under his own name, under a pseudonym or anonymously.
 - (iii) Allow himself to be interviewed on questions of public policy or on matters affecting the Agency without the permission of the CEO.
- 10.18.3 While it is not desired to interfere with the liberty of free speech, any lack of discretion on the part of an employee in expressing an opinion that may embarrass the Agency, may result in disciplinary action being taken against him
- 10.18.4 An employee may however, publish matters relating to other subjects.

10.19 Private Agencies

10.19.1 No employee may undertake any private commission in any matter connected with the exercise of his public duties. No employee shall in any manner that may be detrimental to the security interests of the Agency and Kenya at large, be an agent for or further the interests of a foreign Government, organization or individual.

10.20 Political Views

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

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

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

10.21 Trading

10.21.1 Trading at official premises is strictly forbidden except where official permission has been received.

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

10.22 Borrowing and Lending Money

10.22.1 An employee is strictly forbidden:

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

10.23 Harassment

10.23.1 Harassment is generalized as insulting and degrading behavior or statements, which could be verbal, physical, deliberate, unsolicited and unwelcome.

10.23.2 Harassment in any form is prohibited. Examples of harassment include:-

- (i) Verbal harassment in the form of derogatory comments or slurs.
- (ii) Unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature.
- (iii) Physical harassment in the form of assault, impeding or blocking movement, any physical interference with normal work or movement.
- (iv) Visual harassment through derogatory posters or drawings.

10.23.3 If an employee encounters such behaviour from anyone, including supervisors, fellow employees or other external parties, he should report the incident immediately to the supervisor or to the Manager, Human Resource and Administration.

- 10.23.4 If the harassment is from the Manager, Human Resource and Administration or from the CEO, an employee will be at liberty to report the incident directly to a member of the Board or to the Chairperson.

10.24 Nepotism

- 10.24.1 An officer shall not practice undue favoritism to their relations and close relatives at the expense of the service.

10.25 Acting through others

- 10.25.1 An officer contravenes the code if he causes anything to be done through another person that would constitute a contravention of the code if done by the officer, or allows or directs a person under their supervision or control to do anything that is in contravention of the code.
- 10.25.2 Contravention shall not apply where anything is done without the officer's knowledge or consent or if the officer has taken reasonable steps to prevent it.
- 10.25.3 An officer who acts under unlawful direction shall be responsible for his action.

10.26 Absence from Duty

- 10.26.1 An employee shall not absent himself from duty during working hours, leave his appointed place of work or proceed to a place other than which he is usually employed, without due permission of his immediate supervisor.
- 10.26.2 An employee who absents himself from duty due to ill health shall be required to produce within forty-eight (48) hours a medical certificate signed by a certified Medical Officer. If such a certificate is not

forthcoming, the employee will be regarded as having been absent from duty without leave and may be liable to disciplinary action, which may include summary dismissal, with loss of all benefits.

10.26.3 Where an officer is absent from duty without leave or reasonable or lawful cause for a period exceeding Forty Eight (48) hours, and is not traced within a period of seven (7) days from the commencement of such absence, the officer's salary shall be stopped and action to dismiss the officer initiated.

10.26.4 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 is liable to summary dismissal.

10.27 Newspapers and Publications

10.27.1 An employee must not, except with the express written permission of the Agency, 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.

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

10.27.3 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.

10.28 Pecuniary Embarrassment

- 10.28.1 Pecuniary embarrassment from whatever cause will be regarded as impairing the efficiency of the employee and may render him liable to disciplinary action.
- 10.28.2 Employees who may be in financial difficulty will be given assistance to extricate themselves from their problems. However, there is a limit beyond which an employee may be assisted and it may be necessary to terminate the services of anyone who is persistently in financial difficulties to the extent that he either becomes a risk to the Agency or is unable to carry out his duties effectively.

10.29 Defense of Officers in Criminal and Civil Suits

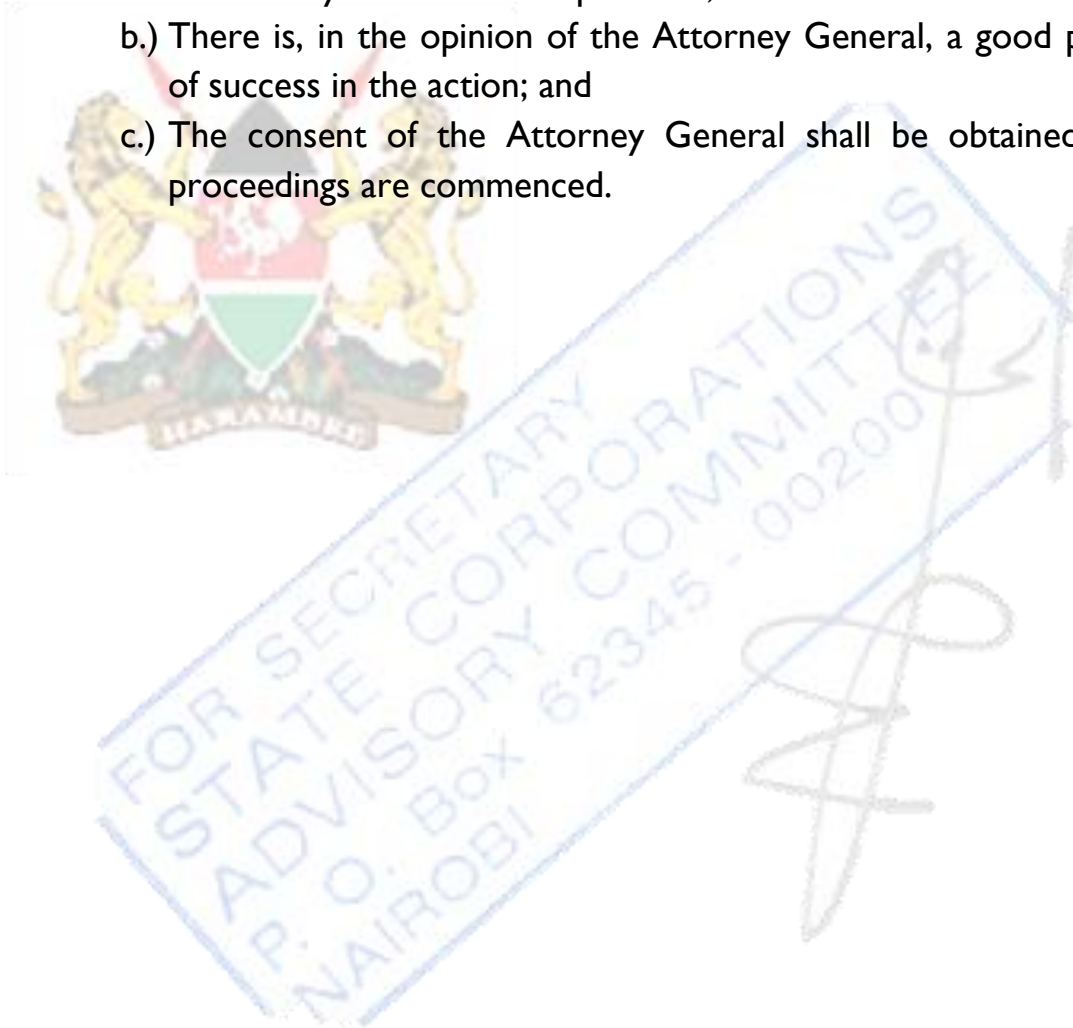
- 10.29.1 When criminal or civil proceedings are instituted against an officer as a result of an act of omission by him in the course of his official duties, he may apply to the CEO for assistance in his defense. If the latter is satisfied that the officer acted in good faith in the execution of his official duties and that it is in the public interest that the officer should be defended, the CEO shall immediately report the matter to the Attorney General, who will decide whether or not the officer should be defended.
- 10.29.2 Unless the proper procedure is followed, the Attorney General may decline to provide support to the officer. It is further emphasized that speed is of essence in reporting such cases to the Attorney General.

10.30 Civil Proceedings by Officers for Defamation

- 10.30.1 Where an officer has been defamed in respect of matters arising out of his official position, e.g. in the press or at a political meeting, it may be that the Government Authority is also defamed by implication, and

may, therefore, agree to give legal aid to the officer. Where such a case occurs, the officer may apply for legal aid through the CEO to the Attorney General. Legal aid will not be granted unless:

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



SECTION 11: EMPLOYEE DISCIPLINE

11.1 Introduction

- 11.1.1 Disciplinary procedures shall be used as a corrective measure to foster improvement of individual conduct. It is expected that no punishment shall be inflicted on an officer if it would be contrary to any provision of the law.
- 11.1.2 In this manual “discipline” means conforming to Service rules and regulations which prescribe expected conduct and behaviour of individual officers. It is intended to contribute to performance improvement and productivity.
- 11.1.3 The purpose of rules and regulations is to ensure compliance and discipline in the Agency and to correct any conduct that may not conform to such rules. The Agency reserves the right to impartially administer discipline and the employee has the right to be granted a fair hearing.
- 11.1.4 This policy applies to all employees and includes remedy for non-compliance of this policy and other Agency policies.

11.2 Disciplinary Powers and Appeal

- 11.2.1 The CEO will handle and determine disciplinary matters of members of staff in grades KTNA5 to KTNA11. Appeals from these cases shall lie with the Board.
- 11.2.2 The discipline of members of staff in Grades KTNA1 - KTNA4 shall fall under the purview of the Board.
- 11.2.3 All appeals on disciplinary matters falling under the purview of the Board shall lie to the Public Service Commission (PSC) or as otherwise delegated.

- 11.2.4 Any such appeal (to the CEO or Board or Public Service Commission) shall be in writing within six (6) weeks from the date of the letter conveying the disciplinary decision.

11.3 Disciplinary Procedure

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

11.4 Guiding Principles

- 11.4.1 The Agency shall be guided by the following principles in handling disciplinary matters:
- a) The rules of natural justice:
 - b) Procedural fairness, where an officer must be allowed adequate opportunity to prepare and present his/her case;
 - c) The deciding authority must be unbiased when hearing and making decisions;
 - d) Decisions must be based upon logical proof or evidential material.
 - e) Fair administrative action which is expeditious, efficient, lawful, reasonable and procedurally fair.
 - f) Every officer to whom disciplinary action is taken has a right to:
 - i. Written reasons for any disciplinary action that is taken against him;
 - ii. Prior and adequate notice of the nature and reasons for the intended disciplinary action;
 - g) An opportunity to be heard and to make representations in that regard;
 - h) An opportunity to attend proceedings in accordance with provisions of the Employment Act 2007;
 - i) Notice of the right to legal representation, where applicable;

- j) Notice of a right to an appeal or review against a disciplinary decision;
- k) Information, materials and evidence to be relied upon in making a decision or taking a disciplinary action.

11.14 General Provisions

11.14.1 The following shall be observed while processing discipline cases:

- a) Disciplinary cases shall be processed through Agency's HRAC.
- b) If criminal proceedings are instituted against an officer or where an officer has been acquitted of a criminal charge in a court of law, the CEO shall not be prevented from dismissing him or otherwise punishing him on any other charge arising out of his conduct in the matter.
- c) Where an officer has been charged with desertion of duty, the letter shall be addressed to his/her last known address by registered mail.
- d) There should be proper framing of charges with full particulars of the case including the applicable provision of the Constitution, legislation or code of conduct alleged to have been breached.
- e) The officer should be notified in writing, be given the particulars of the misconduct as preferred and reasonable opportunity to respond to the allegations.
- f) Thorough investigation of an alleged offence shall be undertaken before any disciplinary action is taken.
- g) Application of other interventions in resolving discipline cases such as counseling and dispute resolution mechanisms.
- h) Disciplinary cases shall be dealt with promptly and finalized within a period of six (6) months.

11.15 Alternative Interventions in the Discipline Process

11.15.1 Alternative interventions are an effort, undertaken by an employer, to address employee misconduct using a method other than traditional disciplinary action.

11.15.2 Alternative discipline interventions in the Agency can take many forms such as counseling, guidance, training or dispute resolution.

11.15.3 The first step in a disciplinary procedure for all minor offences should be counseled. The supervisor should discuss the matter with the employee and advise the employee to reform.

11.16 Disciplinary Offences

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

(i) Minor Offences:

Any of the following, among others, shall amount to a minor offense:-

- i. Continued lateness to work;
- ii. Idling and loitering during working hours;
- iii. Misuse of telephone and other Resources;
- iv. Causing unnecessary commotion in Agency's premises or in public places;
- v. Giving false information; and
- vi. Hawking goods and wares in offices.

(ii) Major Offences :

Any of the following, among others, shall amount to a major offense:-

- i. Absence from work for a period of more than two days without permission or acceptable excuse;
- ii. Repetition of minor offences;
- iii. Dressing provocatively or inappropriately;

- iv. Contravention of traffic laws while using Agency's vehicles;
- v. Deliberate negligence, go-slow or obstructive work;
- vi. Dishonesty reflecting adversely on the honesty and moral integrity of an employee's duties;
- vii. Deliberate mis-posting of payments;
- viii. Inefficiency in work performance;
- ix. Misuse of Agency's vehicles and.
- x. Any other conduct in breach of policies, procedures and set regulations;

(iii) Gross Misconduct Offences:

Any of the following, among others, shall amount to gross misconduct:-

- i. Negligence of duty;
- ii. Being under the influence of alcohol or harmful drugs during working hours;
- iii. Use of abusive language or behavior deemed inappropriate to both the Agency and the public;
- iv. Insubordination;
- v. Criminal conviction;
- vi. Making a false statement or declaration in any matter on which he is required to respond to by the Agency;
- vii. Unauthorized use or disclosure of confidential information;
- viii. Sexual harassment;
- ix. Willful misuse or damage of Agency's property;
- x. Soliciting, giving or accepting bribes or funds;
- xi. Misappropriation and theft of Agency's property;
- xii. Fraud and obtaining money by false pretense;
- xiii. Writing or publishing any official information which has not been cleared for publication by the Chief Executive Officer;
- xiv. Acceptance of any bribe, secret profit or unauthorized Agency
- xv. Colluding with accused persons to defeat the cause of justice;
- xvi. Tampering with files and other official documents;
- xvii. Tampering with and destroying evidence;

- xviii. Irregular awarding of tenders;
- xix. Tampering with tender documents;
- xx. Irregular payments;
- xxi. Financial embezzlement; and
- xxii. Fraud
- xxiii. Infractions of the Constitution of Kenya and Code of ethics

11.17 Forms of Punishment

- 11.17.1 The following forms of punishment may be meted out by the Agency against an employee who commits an offence:
- a) Verbal warning
 - b) Written warning
 - c) Reduction in rank or seniority
 - d) Surcharge/Recovery of cost of any loss or breakage
 - e) Stoppage/Withhold/Deferment of annual increment
 - f) Termination of employment

11.18 Formal Procedure

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

- 11.18.5 A second written warning shall be given to an employee who having committed a minor offence earlier, shall repeat a similar offence during the period when a first warning shall still be in force.
- 11.18.6 A third written and final warning shall be issued when the employee commits the same or another offence of similar severity, during the period when a second warning shall still be in force.
- 11.18.7 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.
- 11.18.8 Where an officer fails to reform despite or where he or she commits an offence of similar severity even after receiving the third and final warning letter the supervisor shall report in writing to HOD who shall then forward the report to the Head of HR&A. The report shall state the nature of the offence, the date and time of occurrence, place and persons involved.
- 11.18.9 In event of major offence or gross misconduct, the misconduct might be serious enough to justify dismissal without any warning. In such a case, the HRAC may direct that the culprit be required to show cause why a severe disciplinary action should not be meted against him.
- 11.18.10 The Head of HR&A shall issue the officer with a show cause letter stating the particulars of the alleged misconduct and invite him/her to respond in writing to the allegations and the grounds, if any, on which he/she relies to exonerate himself/herself;
- 11.18.11 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 at least seven days to respond.

11.18.12 An officer shall be given reasonable opportunity to respond to the charges against him/her and the period within which to respond shall be specified in the statement;

11.18.13 On expiry of the period specified above, whether or not the officer has responded, the case shall be presented to the Agency's HRAC to deliberate, conduct disciplinary hearing and make recommendations.

11.18.14 If in the opinion of HRAC there is need for investigation prior to the hearing, the CEO will constitute a committee to investigate the matter.

11.18.15 While constituting a team the CEO shall observe the following conditions:-

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

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

11.18.17 The HRAC after hearing the matter shall prepare a report consisting of the following:

- a.) Background information leading to the relevant incident;
- b.) Input from the witness or witnesses;
- c.) The employee's response to the allegation(s);
- d.) An analysis of the facts;
- e.) A statement that all the entitlement of employee facing the disciplinary action have been observed and
- f.) Recommendations

11.19 Conduct of investigations

11.19.1 In investigating an alleged misconduct, the investigation team shall:

- a.) Establish and record the issues for investigation;
- b.) Give every party involved especially the affected officer a chance to produce relevant documents, call and examine witnesses, and, peruse documents produced against him;
- c.) Record all relevant material oral and documentary evidence;
- d.) Record details of any matter which may aggravate or mitigate the case;
- e.) Sum up the case and record their comments so as to clearly show their findings and opinion on the issues under investigation in view of the evidence on record.
- f.) The report of the investigation shall be submitted to the HRAC and shall contain:
 - i. Evidence collected by the team, including any statements by witnesses;
 - ii. Analysis of the evidence and statements;
 - iii. A statement on whether the charges against the officer have been proved; and
 - iv. Details on any matter that may affect the gravity of the case, if any.

- v. The report shall not contain any recommendation on the form of punishment to be inflicted on the accused officer.

11.20 Informal procedure

- 11.20.1 HOD's shall bring to the attention of staff the standard required and the consequences for failure to meet those standards.
- 11.20.2 Cases of minor misconduct shall be dealt with by an employee's immediate supervisor informally without delay. The supervisor may speak to the employee in private and encourage them to conduct themselves in accordance with the required standards.
- 11.20.3 The purpose of the discussion is to ensure the employee understands the nature of the concerns, and expectations of improvement in his/her conduct.
- 11.20.4 The supervisor shall confirm the outcomes of any discussions to the staff in writing and retain any note of this informal discussions or meetings.
- 11.20.5 Following satisfactory outcome, the matter shall be deemed resolved. However, in case of unsatisfactory outcome where the problem persists; required improvement in conduct has not been achieved; and further information becomes available during discussions which make the matter sufficiently serious, the formal procedure shall be invoked.

11.21 Interdiction

- 11.21.1 An officer may be interdicted to allow investigations to be conducted in a case where proceedings may lead to dismissal.
- 11.21.2 An officer who is interdicted shall be eligible for half ($\frac{1}{2}$) of his/her basic salary with full allowances and medical benefits.
- 11.21.3 An officer on interdiction should report to his supervisor at agreed intervals.
- 11.21.4 Where disciplinary or criminal proceedings have been taken or instituted against an officer under interdiction and such an officer is neither dismissed nor otherwise punished under these regulations, any salary withheld shall be restored to him upon the termination of such proceedings with effect from the date the salary was stopped.
- 11.21.5 Where an employee has been charged with corruption or economic crime, such officer shall stand suspended from exercise of his duties pending determination of the case. Such an officer shall be entitled to payments as stipulated in the Anti-corruption and Economic Crimes Act.

11.22 Suspension

- 11.22.1 An officer may be suspended from duty under the following circumstances:
 - a.) When disciplinary proceedings have been instituted against the officer as a result of which, the CEO through the advice of HRAC considers that the officer ought to be dismissed; or
 - b.) When he has been convicted of a serious criminal offence.

- 11.22.2 Where an officer is suspended from the exercise of the functions of his public office, he shall be entitled to only allowances and medical benefits but not basic salary.
- 11.22.3 An officer on suspension will be required to report to his supervisor weekly.
- 11.22.4 Where disciplinary or criminal proceedings have been taken or instituted against an officer under suspension and such an officer is neither dismissed nor otherwise punished under these provisions, the whole or any salary withheld shall be restored to him upon the termination of such proceedings with effect from the date the salary was stopped.
- 11.22.5 Where an employee has been charged with corruption or economic crime, such officer shall stand suspended from exercise of his duties pending determination of the case. Such an officer shall be entitled to payments as stipulated in the Anti-corruption and Economic Crimes Act.

11.23 Surcharge

- 11.23.1 The service may resolve to surcharge an employee on account of misappropriation of money, loss of property, malicious damage or misuse of the same.
- 11.23.2 The HRAC may resolve to surcharge the employee in full or an amount proportionate to the offence.
- 11.23.3 In all surcharge cases, a show cause letter must be issued and the employee allowed to submit his defense.
- 11.23.4 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 final dues. The undertaking will remain in force after the separation of the employee from the Agency, until the full amount of surcharge is paid.

11.24 Dismissal

- 11.24.1 In the event of failure to heed a final written warning, an employee will be advised that he may face summary dismissal.
- 11.24.2 Summary dismissal shall be considered in the event that an employee displays gross misconduct as defined under the Constitution 2010, Employment Act 2007, State Corporations Act and Public Officers Ethics Act 2003 or as may be amended.
- 11.24.3 A letter narrating the facts of the case and giving reasons why dismissal is recommended will be sent to the employee and a copy of the letter placed in his or her personal file. The employee will be provided with an opportunity to respond within twenty one (21) days.
- 11.24.4 In conveying the decision of the dismissal, the employee shall be informed of his right of appeal within six (6) weeks from the date of the letter signifying dismissal.
- 11.24.5 An employee whose termination is through summary dismissal will be entitled to payment of any terminal benefits in accordance with the provisions of the pension scheme and prevailing laws.

SECTION 12: HANDLING OF GRIEVANCES

12.1 Introduction

12.1.1 The Agency is committed to ensuring fair treatment of all employees when dealing with grievances with a view to addressing concerns in the best manner possible. The grievances may include but not limited to; management deficiency, recruitment, promotion, conditions of service, unfair treatment of staff, sexual harassment and concerns about possible improprieties in financial reporting in internal control.

12.1.2 In handling grievances, the Agency shall be guided by the following principles:

- a.) Fairness in regard to treatment and hearing
- b.) Right of appeal
- c.) Right to channel grievances
- d.) Confidentiality
- e.) Prompt action
- f.) Involvement of all parties

12.2 Grievance procedure

12.2.1 Where an employee has an individual problem or grievance not being a matter of discipline, he should in the first instance approach his immediate supervisor with a view to solving it.

12.2.2 The immediate supervisor shall carefully consider any submission made to him and Endeavour to settle the matter or refer the case to the Head of Department for appropriate action.

12.2.3 If the employee is not satisfied with the proposed decision, he may appeal to the Chief Executive through the Head of Department.

- 12.2.4 It is stressed that employees should desist from presenting their individual problems or grievances to colleagues, other members of staff or members of the public not in a position to solve them.
- 12.2.5 In handling Appeals arising from grievances or the grievances dropped in a suggestion box, the officer responsible for the suggestion box shall record the details of the grievances in a grievance recording form and forward to the CEO. The CEO after considering the nature of the grievance, shall at his/her discretion:
- (i) Directly deal with the matter; or
 - (ii) Channel to the HRAC to conduct further investigations on the complaint and submit a report within a specified period.
- 12.2.6 Upon receipt of the investigation report, the CEO shall prepare a written response to the aggrieved employee giving the reason for the decision.
- 12.2.7 Where an offence has been found to have occurred, the necessary disciplinary procedure shall be instituted against the concerned party.
- 12.2.8 Where the aggrieved party is dissatisfied with the decision made, he/she shall be accorded the right to appeal to the Board or the CEO as per the delegated powers.

12.3 Negotiation, Conciliation and Mediation

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

SECTION 13: EMPLOYEE SEPARATION

13.1 Introduction

- 13.1.1 The Agency recognizes that from time to time, and for various reasons, employees will leave its employment and that it is important to provide for a smooth and fair separation process.
- 13.1.2 This policy is to provide a process for discharging employees who leave the Agency by:
- i. Ensuring equitable and consistent application of the policy to all employees.
 - ii. Ensuring balance between support for individual in transition and interests of the Agency.
 - iii. Ensuring compliance with applicable laws.
 - iv. Ensure benefits due are discharged within the required timelines.
- 13.1.3 Except in the case of death, only formal written communication from either employee or the Agency will constitute intention to separate.
- 13.1.4 All employees leaving the services of the Agency will be required to complete a clearance form, an exit interview form and the prescribed declaration of wealth form, the official secret acts form, Exit Interview form and submit the same to the Head of Human Resource Management.
- 13.1.5 Prior to the last day of service the employee will be expected to clear and handover to the immediate supervisor.
- 13.1.6 Before exiting, employees are encourage to confirm with the relevant statutory bodies such as HELB, KRA, NHIF, NSSF etc and Banks or SACCOS that their remittances are up to date.

- 13.1.7 The Head of HR&A in liaison with Head ICT will ensure that all applicable information communication & technology system authorizations, access control are deactivated, internal and external financial authorizations, demobilized access to Agency safes is withdrawn (where applicable) with effect from the last working day.
- 13.1.8 Upon termination of an employee's services from the Agency, the immediate supervisor will ensure that the employee has surrendered the following among others:-
- a.) Medical card, employee identity card and any other official card(s) in their possession.
 - b.) Office and desk keys and other keys in their possession.
 - c.) Tools, equipment, user manual, including CD's & DVDs if any.
 - d.) Laptops, Tablets and any other portable communication devices.
 - e.) Safe codes and transaction codes if any.
 - f.) Settle any outstanding Agency debts
- 13.1.9 The Agency will issue a certificate of service to all employees leaving the services of the Agency upon complete clearance.
- 13.1.10 Benefits on termination will be paid in accordance with this manual while pension contributions under the Kentrade Staff Pension Scheme will be paid as per the Scheme's Trust Deed and Rules and provisions of Retirement Benefits Act.
- 13.1.11 In all cases of separation (except death), the CEO shall always ensure that exit interviews are conducted.
- 13.1.12 Staff leaving Agency employment shall be required to undergo a post-employment medical examination within one (1) month of exit as part of the clearance process. The cost of the medical examination and any resultant tests will be met by the Agency.

13.2 Types of Exit

13.2.1 There are various forms of exiting from the employment. These could be occasioned by any of the following:-

- a.) Retirement
- b.) Resignation
- c.) Termination of employment
- d.) Expiry of contract
- e.) Dismissal
- f.) Death
- g.) Redundancy/abolition of office

13.3 Retirement

13.3.1 An employee can retire on the following grounds:-

- a.) On attainment of mandatory-60 years or statutory-Under 50 Year
- b.) Under 50 Years on the following grounds; Medical grounds, Re-organization and abolition of office and Public Interest

13.3.2 In all cases of separation (except death), it be shall require that exit interviews are conducted.

13.4 Resignation

13.4.1 Employees may resign voluntarily from service by giving at least one (1) month notice or paying equivalent one month basic salary in lieu of notice. Any employee wishing to resign should submit his intention to resign in writing indicating the effective date of resignation to the CEO. Resignation is subject to acceptance. Employees whose resignation has been accepted as explained above will be entitled to benefits, accrued leave, and gratuity as may be applicable;

- 13.4.2 Any employee who resigns will cease to belong to the Agency's medical insurance scheme with effect from the date of resignation;
- 13.4.3 On resignation, an employee will be required to refund all outstanding monies/liabilities owed to the Agency. Any amount due to the employee may be withheld and applied towards any sums due to him;
- 13.4.4 The Agency shall not accept a resignation if the resignation is aimed at avoiding anticipated or ongoing disciplinary case;
- 13.4.5 Where an officer resigns from the Agency, the officer shall be entitled to benefits in accordance with the :
- a.) Terms and conditions applicable or contained in the contract of service;
 - b.) Provisions of the relevant law or regulations governing payment of terminal benefits;
 - c.) The CEO will accept or decline resignation in writing for all other employees while the Board will accept/decline resignation in respect of the CEO.

13.5 Termination of Contract

- 13.5.1 The Board reserves the right to terminate the contract of an employee for various causes including, but not limited to neglect of duty, misappropriation of assets or poor performance, at any time before the expiry of the contract period.
- 13.5.2 An employee whose contract shall be terminated shall be paid service gratuity in accordance with the terms of the employment contract.

13.6 Death

- 13.6.1 The termination of a deceased employee's employment will be effective from the date of death. Accrued benefits will be paid to the deceased legal representative.

13.7 Retirement

The retirement age shall be fifty (50) years. Employees at this age can opt to retire with full benefits without assigning any reason.

13.7.1 Mandatory Retirement Age

The mandatory retirement age shall be sixty (60) years, however, persons living with disabilities will retire on attainment of sixty five (65) years. The mandatory retirement age shall be guided by prevailing government guidelines as may be issued from time to time.

13.7.2 Retirement on Medical Grounds

- a.) Where it has been brought to the CEO's attention that an officer is unfit for continued service due to ill-health, the officer may be considered for retirement on medical grounds in terms of clause (b) below.
- b.) Where it is necessary to convene a Medical Board to determine an officer's fitness for further service or otherwise, the CEO shall refer the case to the Director of Medical Services.
- c.) The Director of Medical Services shall forward a report to the Agency within a period of one (1) month after appearance of the Officer before the medical board.
- d.) Retirement on medical grounds will be ratified by the Board.

13.7.3 **Retirement on Abolition/Re-organization of Office**

An employee may be retired either on the abolition of the office he holds or upon the re-organization of the office for efficiency in service delivery. Such action shall be approved by the relevant Government authority.

13.7.4 **Retirement in Public Interest**

- a.) Where the CEO, after having considered every report in his possession made with regard to an employee, is of the opinion that it is desirable, in the public interest, that the employee be terminated on grounds which cannot suitably be dealt with under any other provision of these policy, he shall notify the employee, in writing, specifying the complaints by reason of which his retirement is contemplated, together with the substance of any report or part thereof that is detrimental to the employee.
- b.) If, after giving the employee an opportunity of showing cause why he should not be retired in the public interest, the CEO is satisfied that the employee should be required to retire in the public interest, he shall forward to the Board the report of the case, the employee's reply and his own comments and the Board shall decide whether the employee should be required to retire in the public interest.

13.8 **Death in Services**

- 13.8.1 Upon the death of an employee, the Administrator of the Estate of the deceased will be paid death benefits.

13.9 Clearance Certificate

- 13.9.1 Prior to the payment of final dues all employees will be required to obtain a clearance certificate confirming that they have returned all assets to the Agency and cleared all outstanding liabilities.

13.10 Certificate of Service

- 13.10.1 At the request of an employee exiting service, a Certificate of Service will be issued.

13.11 Indemnity Certificate

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

13.12 Exit Interviews

- 13.12.1 Where an employee resigns from the Agency voluntarily, a panel of at least three (3) senior employees shall conduct an exit interview. The employee may request a senior staff member to attend or replace a member of the appointed to undertake the interview.
- 13.12.2 All staff leaving the employment of the Agency shall be required to duly complete an exit questionnaire form obtained from the HR & A Department.
- 13.12.3 The purpose of the exit interview is to seek information from the employee as to their experience of employment with the Agency and to identify areas for improvement.
- 13.12.4 The results of the interview shall be documented and kept in the Staff Exit Interviews file for reference by the Agency.

SECTION 14: HEALTH AND SAFETY

14.1 Introduction

- 14.1.1 The Agency will recognize and commit itself to the achievement of the highest standards of health and safety in 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.

14.2 Guidelines to General Safety

- 14.2.1 The Agency will maintain healthy and safe working conditions to ensure there is no personal injury caused by accidents.
- 14.2.2 Employees will always consider safety to themselves and others when performing their duties. They will not compromise on quality, cause injury, ill health, loss or environmental damage at all times.

14.3 Emergency Preparedness

- 14.3.1 The Agency will put in place adequate plans for foreseeable incidents such as accidents, explosions, fires, floods and bomb threats, prepare and outline procedures to be followed in such events.
- 14.3.2 Heads of Departments will have a responsibility of ensuring that all employees and visitors are informed of and are fully conversant with the emergency procedures.

14.4 Fire Precautions

14.4.1 The Agency will ensure that fire protection facilities provided in the various stations are adequate and maintained as advised by Fire employees and Occupational Safety and Health employees.

14.4.2 The Agency will enforce all necessary fire precaution measures.

14.5 Fire Prevention

14.5.1 No hazardous or highly inflammable materials should be stored in stations without the approval of the CEO.

14.5.2 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.

14.5.3 The Agency will ensure that:-

- (i) Health and Safety Committees are 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.

14.6 Notification of Fires

14.6.1 All fires, however small, must be reported to the Principal Fire employee or other Government agencies such as Police or any Administrative employee within a period of twenty four (24) hours. The premises so affected by fire must be guarded and no evidence should be interfered with until investigations are over.

14.6.2 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.

14.6.3 All Stations must be fitted with fire detectors, alarms, water storage tanks and pumps dedicated to firefighting only and separate from the normal water supply.

14.7 Compensation to Employees in case of Injury or Death

14.7.1 The Agency will procure a Group Personal Accident Insurance for all the employees.

14.7.2 Only 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 through the Work Injuries and Benefits Act.

14.8 Reporting of Accident and Occupational Diseases

14.8.1 Immediately the supervisor is informed of an accident or an occupational disease resulting in death or injury to an employee under whom he is directly deployed, he should make a claim for compensation in accordance with the procedure set out below:-

- (i) In case of an accident resulting in the injury or death of an employee, Part I of the Occupational Safety and Health Services, Accident Notification form (Form DOSH I) should be completed in triplicate.
- (ii) The forms should then be dispatched to the HR&A Department and for non-fatal accident to the Medical Practitioner who is attending to the injured employee.

(iii) The detailed procedures are contained in the relevant forms which are obtainable from the Director of Occupational Safety and Health Services in the State Department responsible for Labour.

14.8.2 Where the Director of Occupational Safety and Health Services finds anomalies or that the percentage given in the medical report is not in conformity with the provisions of the Work Injury Benefits Act, 2007 (WIBA), he will decline to process the compensation. The Director will inform the CEO of that decision giving reasons as to why he has taken the decision and if the employee qualifies for compensation, he will advise on the action that should be taken to enable the employee's compensation to be processed.

14.8.3 The CEO may either request the Director of Medical Services to convene a Medical Board for reassessment of the Agency's liability to pay compensation or may request the Director of Occupational Safety and Health Services to appoint a medical panel for reassessment on the employee's diagnosis or injury.

14.9 Approval and Distribution of Compensation

14.9.1 If it is considered by the Director of Occupational Safety and Health Services that the Agency is liable to pay compensation, he will send a demand note to the CEO indicating the amount of money to be paid to the injured or sick employee, or the dependent(s) of a deceased employee.

14.9.2 The payment of the money due for compensation to the injured or deceased employee shall be made within ninety (90) days of lodging of the claim.

14.9.3 The injured employee or the dependent(s) of deceased employee will

sign a certificate of acknowledgement of payment and complete agreement form in triplicate.

14.9.4 Copies of such certificate and of the appropriate agreement form should then be distributed as follows:-

- a.) One copy to be handed to the employee or, in case of fatal accident, to the dependant(s);
- b.) One copy to be returned to the CEO; and
- c.) The other copy to be retained by the Director of Occupational Safety and Health Services.

14.10 Recourse to Court

14.10.1 Where the employee or the CEO is not satisfied with the amount of compensation computed by the Director of Occupational Safety and Health Services they may raise an objection to the said Director.

14.10.2 In case the employee or the CEO is not satisfied with the decision of the Director of Occupational Safety and Health Services in response to the objection raised, the aggrieved party may appeal to the Industrial court.

14.11 Compensation Payable during Sick Leave under WIBA

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

14.12 Source of Funds

14.12.1 The CEO will also budget for funds to pay Work Injury Benefits to the injured employees in compliance with Section 26(4) of the Work Injury Benefits Act, 2007.

14.13 Risk Assessment

- 14.13.1 There shall be formed a Risk Assessment (Safety) Committee with representatives from all Departments/Division/Sections and Units under the Chairmanship of a person appointed by the CEO. This Committee will periodically carry out risk assessment of all Stations with the purpose of identifying hazards, analyzing the risk attached to them and initiate preventive action.

14.15 Security

- 14.15.1 The Agency will always put in place measures to ensure adequate security for all employees and equipment.
- 14.15.2 Employees leaving the office should ensure that all the windows are locked; the office equipment and lights are off before leaving.
- 14.15.3 Keys to filing cabinets, safes and offices containing classified materials shall be kept safely. Any loss or misplacement of keys must be reported to the employee responsible for security.
- 14.15.4 Employees will be issued with identification cards to facilitate their entry into their work station. Employees shall be required to wear staff identification badges as the case may be at all times while on duty or within the Agency's premises and failure to do so will warrant disciplinary action.
- 14.15.5 The Agency will not be responsible for loss of money or valuables left unattended while in its premises.
- 14.15.6 Employees have a responsibility to ensure a safe and secure environment at all times.

SECTION 15: EMPLOYEES WELFARE

15.1 Introduction

15.1.1 The Agency recognizes that, in addition to offering pay benefits, and a healthy working environment to employees, their emotional and social needs should also be catered for as they discharge their duties.

15.1.2 The Agency will undertake social responsibility to promote welfare amongst its employees.

15.1.3 The Agency will pursue a policy that addresses the various social and health challenges confronting employees in the workplace.

15.2 HIV/AIDS Policy

15.2.1 The Agency recognizes the impact of HIV/AIDS in the workplace and its far reaching effects on productivity. The Agency is therefore committed to developing a programme to mitigate the effects of the pandemic. It shall develop a workplace policy on HIV and AIDS. The main objective of the policy will be to provide a framework to address HIV and AIDS issues in the Agency.

15.3 Recognition of HIV/AIDS as a Workplace Issue

15.3.1 HIV/AIDS is a workplace issue and shall be treated like any other serious illness or condition in the workplace. This is necessary not only because it affects the workforce but also the workplace.

15.4 Non-discrimination

15.4.1 No employee will be discriminated and/or stigmatized on the basis of real or perceived HIV status.

15.5 HIV Prevention and Management

15.5.1 The Agency will provide a safe working environment to all employees. All Heads of Departments have a responsibility to minimize the risk of HIV transmission by taking the appropriate first Aid and universal infection control precautions at the workplace. These include:-

- (i) Where fitness to work is impaired by illness, alternative deployment for such employees shall be arranged where possible.
- (ii) Heads of Departments will be required to demonstrate leadership in addressing HIV/AIDS pandemic in the workplace through participation in awareness programmes and counseling for all employees. They will also be expected to be sufficiently informed about the pandemic in order to guide other employees in matters concerning the scourge.
- (iii) The Department responsible for Human Resource will include HIV/AIDS workplace issues in the annual strategic and budget plans.
- (iv) It is the responsibility of the employees to confirm their HIV/AIDS status through voluntary counseling and testing (VCT), take appropriate precautions to protect themselves against infection and infecting others and to seek information and education on the HIV/AIDS pandemic and ways to combat it.
- (v) HIV/AIDS will not be a cause for termination of employment and infected employees will be allowed to work as long as they are fit and available for work.

15.6 Privacy and Confidentiality

15.6.1 No employee shall be compelled to disclose his HIV status. In cases where employees with HIV inform Management of their situation,

all reasonable precaution will be taken to ensure confidentiality and the employees' right to disclosure will be observed. Access to personal data relating to an employee's HIV status will be bound by the rules of confidentiality.

15.7 Information, Education and Communication

15.7.1 The Agency will initiate a peer education programme to inform and educate its employees on HIV and AIDS prevention, care and support.

15.8 Care and Support

15.8.1 Employees who are HIV positive will be provided with counseling services to encourage them to cope with the status.

15.8.2 Management will allow employees with HIV/AIDS or any of its related conditions to work as long as they are medically able to perform and do not pose a danger to their own health and safety and the health and safety of others. Co-workers will have no reason to refuse to work with or to withhold their services for fear of contracting HIV/AIDS by working with an HIV/AIDS infected person.

15.8.3 Employees who have reservations working with an infected person are encouraged to contact their supervisors or the Manager, Human Resource and Administration who will refer them to suitably equipped people to discuss their concerns and receive counseling sessions on the HIV and AIDS.

15.9 Counseling Services

15.9.1 Management will ensure that arrangements are made to provide counseling services to the employees for their well-being and in order

to develop a psychologically healthy workforce as per the Public Service Policy on Guidance and Counseling.

15.10 Drug and Substance Abuse

15.10.1 Addiction to drugs or substance will be treated like any other disease. An employee who is determined to deal with drug and substance abuse problem by engaging in rehabilitation services will be referred to a Medical employee for evaluation.

15.10.2 The Agency will provide both in-patient and out-patient rehabilitation services within the limits that will be provided in the Medical Insurance Scheme.

15.11 Working Environment

15.11.1 Management will ensure maintenance of a smoke-free working environment. Accordingly, no person shall be permitted to smoke any tobacco or tobacco products while on the Agency's premises except in the designated smoking area.

15.11.2 Each employee is duty-bound to maintain a clean and healthy working environment.

15.12 Funeral Expenses

15.12.1 The Agency shall procure a comprehensive medical cover for members of staff which shall include last expense cover of not less than Kshs. 100,000 (one hundred thousand shillings) for the employee, one spouse and up to four (4) dependent children.

SECTION 16: OFFICIAL COMMUNICATION

16.1 Introduction

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

16.2 General Guidance on Correspondences

- 16.2.1 Both sides of the paper should be used and a reasonable margin should be left blank on the left hand side.
- 16.2.2 Enclosures, unless of exceptional importance, should be avoided whenever practicable, and copies, not originals, be sent.
- 16.2.3 Enclosures in foreign languages should be accompanied by a translation.
- 16.2.4 Documents received in foreign languages should be referred to the Ministry of Foreign Affairs for official translation, if necessary.
- 16.2.5 Great importance is attached to the expeditious treatment of all communication received by the Agency. Every communication requiring a response but which cannot be answered at once should be acknowledged promptly on receipt. The necessary consultations should then be finalized and appropriate reply dispatched in not more than 7 days unless it can genuinely be established that such consultations require a longer period.

- 16.2.6 When decisions of the Agency have to be conveyed to the non-governmental bodies or to members of the public, they should be communicated as the decisions of the Agency, and not as those of an individual employee.
- 16.2.7 All communication touching on matters of the Agency shall be through the CEO.
- 16.2.8 An employee is not allowed to take extracts or make copies of minutes and correspondence for his own purpose, unless such correspondence is expressly addressed to the employee personally.
- 16.2.9 The use of courier services is encouraged, where available.
- 16.2.10 All external communication to the Agency should be addressed to:-
- The Chief Executive Officer,
Kenya Trade Network Agency
1st floor, Embankment Plaza, UpperHill
P. O. Box 3694 - 00200
Nairobi, Kenya.
Email: info@kentrade.go.ke
Website: www.kentrade.co.ke
- 16.2.11 All communication should have reference numbers for identification and control purposes.
- 16.2.12 Communication should be concise, through the right channels and by the authorized persons.
- 16.2.13 The accepted modes of communication at the Agency include:- email, telephone, letters, circulars, memoranda (memos), publications, short

message service (sms), social media (on general public awareness issues) and deliberations at meetings.

16.2.14 Indulgence by members of staff in communication sites and modes that are of no benefit to the Agency during working hours should be avoided.

16.2.15 Heads of Departments shall ensure the policy is implemented within their Departments, and Sections. They shall also ensure dissemination of relevant information to their members of staff and relevant stakeholders.

16.3 **Classified correspondence**

16.3.1 The Government of Kenya Security Manual contains instructions regarding classified correspondence.

16.3.2 The appropriate classification should be clearly marked at the top and bottom of every page of all classified documents.

16.3.3 The CEO will be held responsible for ensuring that the most careful attention is paid to security matters in all offices under his control.

16.4 **Internal Communication**

16.4.1 The Agency shall use the following channels when communicating with members of staff:-

- (i) Internal memos/circulars/letters;
- (ii) Emails and Short Messaging Service (SMS);
- (iii) Telephone calls;
- (iv) Notice Boards;
- (v) E-bulletins;

- (vi) Regular staff meetings;
- (vii) Internal newsletters/publications;
- (viii) Internet; and
- (ix) Website.

16.5 Memos and Circulars

16.5.1 With regards to memos and circulars, the following shall apply:-

- (i) All memos/letters/circulars should be done using relevant subject file and folioed accordingly;
- (ii) Internal memos shall be used for communication within the Agency;
- (iii) Circulars shall be used for communication with external stakeholders to inform on policies and new developments;
- (iv) Members of staff should be briefed on the contents of such memos/circulars through regular staff meetings, visible notice Boards, intranet, bulletins and internal publications;
- (v) Any memo/letter/circular should be initialed by the person drafting it to allow ownership and traceability;
- (vi) Circulars will be issued only by the CEO;
- (vii) The action and receiving employees should sign off the relevant files in use to allow for traceability; and
- (viii) All correspondences should be channeled through the immediate supervisors.

16.6 External Communication

16.6.1 Communication with the large public shall include the use of:-

- (i) Print media-newspapers, periodicals, journals, magazines, circulars, letters, pamphlets, emails, brochures, fliers and posters;
- (ii) Electronic Media-Radio, TV, Internet and Website;
- (iii) Social Media- including social networks and group Short Message Service (SMS);

- (iv) Spoken word comprising of formal presentations in meetings, seminars, conventions, workshops and speeches;
- (v) Bill Boards and publicity posts; and
- (vi) Other communication channels including exhibitions, displays and sponsorships.

16.7 Economy in use of Stationery

16.7.1 Utmost economy shall be exercised in the ordering and use of official stationery. Official stationery must not be used for private correspondence.

16.7.2 Printing should be reduced to a minimum. Comparative cost of using duplicating/photocopying machines and printing should be considered before any orders are given to print.

16.7.3 All stocks of official stationery should be kept under lock and key and issued by a responsible employee only when required.

16.8 Official Seal

16.8.1 The use of the official seal must be confined strictly to official requirements. Applications by private persons for impressions of official seals shall not be allowed.

16.9 Corporate Identity/Image

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

- (i) The Agency shall maintain a recognizable and consistence corporate identity throughout the offices, assets, publications and presentations;

- (ii) Corporate identity is enhanced by the logo, letter head and the corporate colors;
- (iii) The Agency shall use its seal on Contracts and all other documents as required by the law; and
- (iv) The use of the corporate logo for private purposes is strictly prohibited.

16.10 Media Relations

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

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

16.11 Spokesperson

The CEO shall be the principal spokesperson of the Agency on operational matters.

16.12 Complaints Management

16.12.1 The Agency shall handle public complaints through the CEO's office. Clients/Customers are advised to address complaints or suggestions to the CEO or authorized officer (as per the Agency Complaints Handling Procedures) through the Agency's physical address, post, fax, telephone or e-mail address.

16.12.2 The Agency shall establish suggestion boxes within the Agency's offices and prescribe regulations for the handling of complaints.

16.13 Inventions and Innovations

16.13.1 Where an invention or innovation is in all respect alien to the employment of an employee, he shall normally be granted the full rights in such invention in accordance with Intellectual Properties Act.

16.13.2 Where an invention or innovation is connected with facilities arising out of the employment of an employee, the question of his rights and those of the Agency shall be referred to the relevant Government body/bodies.

16.14 Telephone Facilities/Benefit

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

16.14.2 This policy advocates for wise use of the telephone and therefore vests responsibility/accountability in members of staff but with mechanisms to check on excesses.

SECTION 17: MISCELLANEOUS

17.1 Communication of Board's Decision

17.1.1 Any decision of the Board shall be communicated by the CEO.

17.1.2 Any decision of the Board affecting an individual employee shall be communicated to the employee through the relevant head of Department, Division, Section or Unit provided that the affected employee or the employee's representative shall be entitled to receive information about the decision or the reasons for the decision from the Board, if a request is made by the employee or such representative.

17.1.3 Notwithstanding the provisions of this paragraph, any decision of the Board may be communicated by the Chairperson if circumstances warrant it.

17.2 Complaints and Grievances

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

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

17.3 Agency may prescribe Forms

- 17.3.1 The Agency may prescribe forms for the better carrying out of the provisions of these Regulations.

17.4 Gender and Disability Issues

- 17.4.1 The Agency shall establish Gender Mainstreaming and Disability Mainstreaming Committees as per the guidelines issued by the relevant government agencies.

