



KENYA VETERINARY BOARD

HUMAN RESOURCE POLICY & PROCEDURES MANUAL

AUGUST 2018



FOR SECRETARY
STATE CORPORATIONS
ADVISORY COMMITTEE
P. O. Box 62345 - 00200
NAIROBI

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Table of Contents

ACRONYMS AND ABBREVIATIONS	xi
DEFINITION OF TERMS.....	xii
PREFACE	i
SECTION 1:GENERAL PROVISIONS	1
1.1 Authorities and Application.....	1
1.2 Objectives of the Manual.....	2
1.3 Responsibility.....	3
1.4 Interpretation	3
1.5 Review	4
1.6 Mandate of Kenya Veterinary Board	4
1.7 Delegation.....	4
1.8 Powers of the Chief Executive Officer	5
1.9 Mandate	5
2.1 Policy Statement.....	7
2.2 Career Guidelines.....	8
2.3 Categories of Appointment	8
2.4 Pensionable Appointment.....	8
2.5 Appointment on Contract	8
2.6 Power to Make Appointments	9
2.7 Appointments by the Board.....	9
2.8 Appointments by the Chief Executive Officer	9
2.9 Recruitment Procedure	10
2.10 Letter of Appointment.....	10
2.11 Probationary Period.....	11
2.12 Confirmation in Appointment	11
2.13 Date of Appointment.....	12
2.14 Medical Examination	12
2.15 Personal Particulars	12
2.16 Nuclear Family	12
2.17 Particulars of Next-of-Kin	13
2.18 Official Secrets Act Declaration.....	13
2.19 Employment Card.....	13
2.20 Induction	13
2.21 Duties	13
2.22 Deployment	14
2.23 Promotion	14
2.24 Handing-Over Report.....	14

2.25 Clearance Certificate	14
2.26 Certificate of Service	14
SECTION 3: SALARY AND ADVANCES	15
3.1 Policy Statement.....	15
3.2 Payment of Salary	15
3.3 Grading Structure.....	16
3.4 Payment of Salary on First Appointment.....	16
3.5 Salary Increment.....	16
3.6 Determination of Salary on Promotion	16
3.7 Salary Advance	17
SECTION 4: ALLOWANCES.....	19
4.1 Policy Statement.....	19
4.2 House allowance	19
4.3 Commuter Allowance	20
4.4 Acting Allowance	20
4.5 Special Duty Allowance	21
4.7 Extraneous Allowance	22
4.8 Leave Allowance	22
4.9 Daily Subsistence Allowance (Local Travel)	22
4.10 Meal Allowance.....	22
4.11 Daily Subsistence Allowance (Foreign Travel)	22
4.12 Provision for Airtime	23
SECTION 5: MEDICAL BENEFITS	24
5. 1 Policy Statement.....	24
5.2. Medical attention	24
5.3 In-Patient and Outpatient Treatment.....	24
5.4 Group Personal Accidents Insurance Cover.....	25
5.5 Work Injury Benefits	25
5.6 Working Environment.....	25
SECTION 6: LEAVE.....	26
6.1 Policy Statement.....	26
6.2 Categories of Leave	26
6.3 Annual Leave	26
6.4 Maternity Leave.....	27
6.5 Child Adoption Leave	28

6.6	Paternity Leave	28
6.7	Unpaid Leave	29
6.8	Special Leave for Sportsmen/Women	29
6.9	Sick/Convalescent Leave	29
6.10	Compassionate Leave	30
6.11	Leave for Special Purposes	30
6.12	Terminal Leave.....	31
6.13	Public Holidays	31
SECTION 7: TRANSPORT		32
7.1	Policy Statement.....	32
7.2	Eligibility for Transport.....	32
7.3	Travelling by Public Transport	32
7.4	Transportation of Baggage	33
7.5	Traveling in Own Car on Official Duty	33
7.6	Traveling in Official Vehicle	33
7.7	Travelling in Official Vehicles	34
7.8	Management of Vehicles.....	34
7.9	Monthly Vehicle Returns	35
7.10	Safety of the Vehicle	35
7.11	Ignition Keys.....	36
7.12	Drivers Responsibility.....	36
7.13	Speed limit	36
7.14	Work Ticket.....	36
7.15	Reporting of Accidents	36
7.16	Disposals and Acquisition of Vehicles	37
7.17	Traveling by Air	37
7.18	Traveling by Taxi	37
7.19	Travelling on retirement	38
7.20	Facilitation on Demise	38
SECTION 8: MOTOR VEHICLE LOAN		39
8.1	Policy Statement.....	39
8.2	Obligations of the Board.....	39
8.3	Eligibility for Car Loan	39
8.4	Thresholds	39
8.5	Repayment Period	40
8.6	Registration of Motor vehicle.....	40

8.7	Insurance of Motor Vehicle	40
8.8	Change of Ownership	41
SECTION 9: HOUSE MORTGAGE.....		42
9.1	Policy Statement.....	42
9.2	Thresholds	42
9.3	Supporting Documents.....	42
9.4	Insurance	43
9.5	Repayment Period	43
SECTION 10: THE PERFORMANCE MANAGEMENT SYSTEM		44
10.1	Policy Statement	44
10.2	Performance Management Process.....	44
10.3	Strategic Planning	44
10.4	Performance Contracting	44
10.5	Staff Performance Appraisal System	45
10.6	Objectives of PAS	45
10.7	Scope of Application	45
10.8	Performance Appraisal Process	46
10.9	Ratings	48
10.10	Appraisee Comments.....	48
10.11	Supervisor's Comments	48
10.12	Performance Management Committee	48
10.13	Reward and Sanctions	49
10.14	Appeals.....	49
SECTION 11: TRAINING AND DEVELOPMENT		50
11.1	Policy Statement.....	50
11.2	Management and Coordination of Training	50
11.3	Training Needs Assessment	51
11.4	Training Projections.....	51
11.5	Training Projections.....	51
11.6	Training Programmes	52
11.7	Induction	53
11.8	Eligibility for Training.....	53
11.9	Long Courses.....	53
11.10	Short Courses	53
11.11	Self Sponsored Courses	54
11.12	Course Approval	54
11.13	Undergraduate Training	55
11.14	Masters Programme	55
11.15	Job Rotation, Coaching and Mentoring	55
11.16	Workshops, Retreats and Conference	55
11.17	Conditions Applicable to Employees on Training.....	56

11.18	Conditions Applicable to Employees on Training	56
11.19	Expenses to be met by the Board	57
11.20	The Expenses to be met by the Employee	58
11.21	Donor Funded Courses	58
11.22	Self Sponsored Courses	58
11.23	Progress Report	59
11.24	Training Reports.....	59
11.25	Resumption of Duty	59
11.26	Examination Grants	59
11.27	Refund of Training Expenses.....	60
11.28	Conference and Seminars	60
11.29	Service Bond	60
11.30	Monitoring and evaluation	61
SECTION 12: CODE OF CONDUCT		62
12.1	Policy Statement.....	62
12.2	Cooperation and Obedience	62
12.3	Office Hours.....	62
12.4	Rule of Law	63
12.5	Public Trust	63
12.6	Performance of Duties	63
12.7	Professionalism.....	63
12.8	Financial Probity.....	64
12.9	Pecuniary Embarrassment	64
12.10	Moral and Ethical Requirements	64
12.11	Gifts.....	64
12.12	Conflict of Interest	65
12.13	Declaration of Income, Assets and Liabilities	66
12.14	Political Neutrality	66
12.15	Impartiality	67
12.16	Collections and Harambees	67
12.17	Conduct of Private Affairs	67
12.18	Bullying	67
12.19	Sexual Harassment	67
12.20	Nepotism	68
12.21	Acting through others.....	68
12.22	Reporting improper orders	68
12.23	Dress Code	69
12.24	Media Interviews.....	69
12.25	Opinion on Foreign Powers	69
12.26	Disclosure of Information	69
12.27	Use of Official Language	69
12.28	Undue Influence	69
12.29	Wrongful or Unlawful Acquisition of Property	70

12.30	Foreign Masters	70
12.31	Care of Property	70
12.32	Falsification of Records.....	70
13.1	Policy Statement.....	71
13.2	Procedure	71
SECTION 14: DISCIPLINE.....		73
14.1	Policy Statement.....	73
14.2	Disciplinary Powers.....	73
14.3	Disciplinary Committees.....	73
14.4	Disciplinary Offences	73
14.5	Disciplinary Procedure.....	76
SECTION 15: SEPARATION		83
15.1	Policy Statement	83
15.2	Forms of Exit	83
15.3	Resignation.....	83
15.4	Termination of Contract.....	84
15.5	Dismissal.....	84
15.6	Retirement	84
15.7	Death.....	85
15.8	Indemnity Certificate	85
15.9	Certificate of Service	86
15.10	Exit Interviews	86
15.11	Retirement Benefits.....	86
15.12	Payment of Service Gratuity	86
SECTION 16: HEALTH, SAFETY AND ENVIRONMENT		87
16.1	Policy Statement.....	87
16.2	Guidelines to General Safety	87
16.3	Emergency Preparedness	88
16.4	Fire Precautions	88
16.5	Fire Prevention	88
16.6	Notification of Fires	89
16.7	Provision of Protective Clothing and Uniform.....	89
16.8	Safe Use of Potentially Dangerous Equipment	90
16.9	Compensation in case of Injury or Death	90
16.10	Group Personal Accident Policy.....	90
16.11	Group Life Policy	90
16.12	Reporting of Accident and Occupational Diseases	91
16.13	Compensation Payable during Sick Leave under WIBA.....	91
16.14	Reporting Injury, Serious Illness or Death	91
16.15	Protection of the Environment	92
16.16	First Aid Kit	92

16.17	Occupational Safety	93
16.18	General Safety and Environment Issues at the workplace	93
16.19	Accident Reports.....	93
16.20	Health and Safety Committee	94
16.21	Safety Audits	94
16.22	Environment Protection	94
16.23	Drug and Substance Abuse	94
16.24	Security at the Workplace	95
SECTION 17: OFFICIAL COMMUNICATION		96
17.1	Policy Statement.....	96
17.2	Forms of Correspondence.....	96
17.3	Communication by Employees	97
17.4	Classified Correspondence	97
17.5	Memoranda for the Board	98
17.6	Memos and Circulars	98
17.7	Publicity/Broadcasts	98
17.8	Political Views	99
17.9	Opinion on Foreign Powers	99
17.10	Use of modern means of communication	99
17.11	Use of Password	99
17.12	Annual Reports	100
17.13	Research Approvals	100
17.14	Kenya Gazette	101
17.15	Official Seals and Stamps.....	101
SECTION 18: EMPLOYEES' RECORDS		102
18.1	Policy Statement.....	102
18.2	Policy.....	102
18.3	Access to Personal information	103
18.4	Reporting Changes in Personal Records	103
Appendix 1: Medical Certificate Form on Appointment		104
Appendix II: Next of Kin Form.....		106
Appendix III: Declaration of Secrecy Form		107
Appendix IV: Declaration on leaving the Service		110
Appendix V: Clearance Certificate		114
Appendix VI: Performance Appraisal System Form.....		116
Appendix VII: Declaration of Income, Assets and Liabilities Form.....		123



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ACRONYMS AND ABBREVIATIONS

AA	-	Automobile Association of Kenya
AIDS	-	Acquired Immuno-Deficiency Syndrome
CEO	-	Chief Executive Officer
DOSH	-	Directorate of Safety and Health Services
EACC	-	Ethics and Anti-Corruption Commission
GOK	-	Government of Kenya
HELB	-	Higher Education Loans Board
HIV	-	Human Immuno-Deficiency Virus
HR	-	Human Resource
KRA	-	Kenya Revenue Authority
KVB	-	Kenya Veterinary Board
NHIF	-	National Hospital Insurance Fund
NSSF	-	National Social Security Fund
OSHA	-	Occupational Safety and Health Act
PAYE	-	Pay As You Earn
PIN	-	Personal Identification Number
RBA	-	Retirement Benefits Authority
WIBA	-	Work Injury Benefits Act

DEFINITION OF TERMS

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

Act	Means the Veterinary Surgeons and Veterinary Paraprofessional Act, Cap 366
Basic Salary	means an employee's salary exclusive of allowances
Board	Means the Kenya Veterinary Board constituted in accordance with section 3 and 4 of the Veterinary Surgeons and Veterinary Para-Professionals Act, Cap 366
Calendar	means the period from 1 st January to 31 st December both days inclusive
Chief Executive Officer	Chief Executive Officer - Means the Chief Executive of the Board appointed according to Section 12 (1) of the Veterinary Surgeons and Veterinary Para-Professionals Act, Cap 366
Dependent Child	Means the biological offspring or legally adopted child under the age of twenty two (22) years and who are unmarried and are wholly dependent on the employee. For purpose of records, the names of the children shall be declared at the time of birth or adoption if it occurs during employment in the Board. Copies of birth certificates or legal adoption papers shall be required in either case
Employee	Means a person employed by the Kenya Veterinary Board.
Nuclear Family	means the employee's spouse and up to four (4) children aged 22 years and below or up to 25 years who are still attending school or are unmarried, living with and wholly dependent on the employee or have permanent disability;
Financial Year	means the period from 1 st July to 30 th June of the following year;
Gross Salary	means pay of an employee including all allowances;
Head of Department/Division/Unit	Means an employee in charge of a designated Department/Division/Unit.
Functional Head	Means any person for the time being in charge of any designated Department, Division, Section or Unit;
Leave Year	means the period from 1 st July to 30 th June of the following year;
Management	means employees in salary grade KVB3 to KVB1;
Manual	Means the Kenya Veterinary Board Human Resource Policy and Procedures Manual
Member of Staff	Means any person employed by the Kenya Veterinary Board to carry out assigned task. This includes permanent, contracted, temporary and casual workers;

Next of Kin	Means the person whose name is provided by the employee for the purpose of contact during emergency;
Overtime	Means work carried out outside normal working hours;
Performance	means the level of ability to expedite the tasks of work to the agreed standard as defined by the Board;
Probationary 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;
Remunerative Allowance	means those allowances paid to an employee, in addition to salary as a form of compensation for additional responsibilities such as overtime allowance and acting allowance;
Spouse	Means legally married partner of an employee specified under the Marriage Act or in accordance with the relevant Customary Law. The spouse shall be disclosed at the time of appointment or at the time of marriage if it occurs during employment in the Board; and
Supervisor	Means the immediate senior employee who directs and evaluates the work performed by the employee.

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

This Manual is designed to provide the KVB members of staff a ready and easy reference on human resource policies and procedures and to issues and questions regarding their employment. It is intended that the Manual shall offer a two-way communication; the expectation of the Board and of employees.

The contents of this Manual constitute policies and procedures covering practically all aspects of human resources and employment regulations in effect at the time of publication. Although the policies and benefits outlined in the Manual shall generally remain in effect until changes are necessitated, the Board has the authority to revise the Manual from time to time to respond to emerging needs and changing situations.

All members of staff shall therefore be expected to acquaint themselves with the contents of this Manual and it is envisaged that it shall guide the human resource practices of the Kenya veterinary Board. Each member of staff is expected to realize their unique position in contributing towards achieving Board goals and objectives as set from time to time.

SECTION 1: GENERAL PROVISIONS

1.1 Authorities and Application

- 1.1.1 The Human Resource Manual sets the authoritative guidelines on sourcing, management and development of human resources in the Kenya Veterinary Board (KVB). It is also the official means for KVB to communicate its policies and functional direction on human resource matters.
- 1.1.2 All employees of KVB will also be subject to relevant provisions of other policies, procedures, rules and instructions issued by other authorities authorized to do so.
- 1.1.3 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.
- 1.1.4 This Manual shall act as a reference document for the Board. It therefore forms the basis upon which Board working culture and environment shall develop.
- 1.1.5 The Manual sets the guidelines on recruitment and selection of members of staff, management and development of human resource in the Board. It is also the official means for the Board to communicate its policies on human resource management related matters.
- 1.1.6 This Manual shall be used in conjunction with other approved policies and procedure Manuals relating to specific administrative functions of the Board. It therefore forms an integral part of the management processes of the Board.
- 1.1.7 All copies of this Manual are the property of the Kenya Veterinary Board and it is the responsibility of all members of staff to make sure that they have access to the Manual.

1.1.8 All employees of the Kenya Veterinary Board shall also be subject to relevant provisions of other regulations, Government circulars, rules and instructions as may be issued by other authorities that may be authorized to do so from time to time.

1.1.9 The Manual shall act as a reference document for the Board employees. It therefore forms the basis upon which the working culture and environment shall develop and be inculcated.

1.1.10 This Manual shall be reviewed as and when necessitated but at least every three (3) years so as to be in harmony with legislation, organizational and technological changes.

1.2 Objectives of the Manual

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 Board 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 and development partners;
- (iii) That human resource policies, organizational structure and individual roles operate in an integrated manner so that the Board 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; and
- (v) A common understanding by the Board employees of stipulated standards and procedures in monitoring their performance for continued improvement.

1.3 Responsibility

1.3.1 All employees will be held responsible for reading and understanding these Regulations and any amendments that will be made as and when the Board deems necessary.

1.3.2 The Head, Human Resource Management and Administration shall ensure that all employees are made aware of the provisions of this Manual. Ignorance of any of these Regulations will not be accepted as an excuse for failure to act upon any matter or comply with the Regulations as laid down herein.

1.4 Interpretation

1.4.1 The Manual should be interpreted in conjunction with the Kenya Labour Laws and other relevant legislation including;

- (a) The Constitution of Kenya, 2010;
- (b) The Standards Act, Cap.496, Laws of Kenya;
- (c) The State Corporations Act, Cap.446;
- (d) Kenya Labour Laws including:
 - The Occupational Safety and Health Act, No. 15 of 2007, Laws of Kenya;
 - The Employment Act, No. 11 of 2007, Laws of Kenya;
 - The Labour Institutions Act, No. 12 of 2007, Laws of Kenya;
 - The Labour Relations Act, No. 14 of 2007, Laws of Kenya;
 - The Work Injury and Benefits Act, No. 13 of 2007, Laws of Kenya;
 - Public Officer Ethics Act 2003 No. 4, Laws of Kenya;
 - Board's staff notices, circulars and instructions;
 - HIV/AIDS GOK Policy Guidelines of 2010;
 - Board's Career Guidelines; and
 - The Government of Kenya Circulars.

1.4.2 The CEO shall be responsible for the interpretation of this Manual, whenever there is a doubt as to the correct interpretation.

- 1.4.3 The CEO shall seek guidance from the Board or any relevant Government Institution on any matter that may not be covered by this Manual.

1.5 Review

- 1.5.1 The Manual may be amended from time to time and such changes will be communicated to the employees by a separate notice. Any changes to the Regulations will require authorization of the Board.
- 1.5.2 The Board reserves the right to consider and recommend a revision, revocation or addition to the general policies contained in this Manual.

1.6 Mandate of Kenya Veterinary Board

- 1.6.1 The functions of the Board are stipulated in Section 6 (2) of the Act. These include the following:-
- (i) Registration of Veterinary Surgeons and Veterinary Para-professionals;
 - (ii) To conduct registration examinations for Veterinary Surgeons and Veterinary Paraprofessionals;
 - (iii) To inspect and license private veterinary practice;
 - (iv) Inspection and approval of animal health training institutions and non-governmental organizations handling animals;
 - (v) Inspection and licensing of veterinary laboratories;
 - (vi) Enforcement of animal welfare through proper handling and use of quality of inputs;
 - (vii) Enforcement of discipline in veterinary profession; and
 - (viii) Promote continuous professional development for veterinary professionals.

1.7 Delegation

The Board may delegate any of its functions and powers under this Manual to a Committee of the Board or to the Chief Executive Officer.

1.8 Powers of the Chief Executive Officer

The Chief Executive Officer shall be responsible to the Board for the day-to-day running of KVB affairs, and shall be the Secretary to the Board.

1.9 Mandate

The mandate of KVB is to exercise general supervision and control over the training, business, practice and employment of veterinary surgeons and veterinary paraprofessionals in Kenya.

1.9.1 Vision

To be a regional model regulating agency for veterinary training, business and practice.

1.9.2 Mission

To facilitate development of animal resource industry in Kenya through setting standards for veterinary training institutions; registration and licensing of veterinary professionals, businesses and institutions.

1.9.3 Core values

The Board embraces the following core values in pursuit of its mission:-

- (i) Professionalism: Apply the highest standards of service delivery.
- (ii) Integrity: Uphold honesty, uprightness and reliability at all times.
- (iii) Transparency and accountability: Be open and answerable to the various stakeholders.
- (iv) Effectiveness: To be responsive and exceed customer expectations in provision of services.
- (v) Commitment: Management shall demonstrate dedication to results, customers, employees and organization by living by the set of values outlined here.
- (vi) Teamwork: Efforts shall be made to cultivate learning within teams.

- (vii) Meritocracy: To comply with all existing guidelines and regulations in human resource selection, recruitment, placement, development and promotion
- (viii) Inclusiveness: The Board shall ensure impartial and equitable representation of all forms of diversity in business processes.



2.1 Policy Statement

- 2.1.1 KVB is an equal opportunity employer and shall not in its recruitment discriminate on the basis of gender, age, race and ethnicity or entertain any form of discrimination
- 2.1.2 The Board is committed to attracting and retaining competent employees required for efficient and effective service delivery.
- 2.1.3 The Board 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 shall be observed alongside any policies issued by any the relevant Government Institutions.
- 2.1.4 The efficiency of the Board depends on the quality of employees it engages. It shall therefore, be the policy of KVB to attract and recruit candidates qualified in terms of academic, professional qualification with right competencies, skills, attitudes, experience and who can be trained for effective work performance to achieve the Board objectives.
- 2.1.5 During selection, preference will be given to qualified and suitable Kenyan citizens.
- 2.1.6 When making a decision on selection on first appointment, information concerning a candidate's general background or previous employment shall be verified. No appointment shall be offered to any employee prior to such verification.
- 2.1.7 Appointments in all cases shall be made in accordance with the existing job descriptions and specifications for various cadres of staff in respective fields of employment. Career Guidelines shall form an integral part of the process of appointments.

2.2 Career Guidelines

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

2.3 Categories of Appointment

- 2.3.1 Appointment at the Board shall be based on either of the following terms of service:

- (i) Permanent and pensionable;
- (ii) Contract;

2.4 Pensionable Appointment

- 2.4.1 After successful completion of probationary period, employees appointed on pensionable terms are eligible to join the KVB Pension Scheme with effect from the date of appointment.

2.5 Appointment on Contract

- 2.5.1 Employees will be appointed on contract terms to positions that cannot be filled on pensionable terms or where suitable candidates can only be appointed on contract terms of service.
- 2.5.2 Appointments on contract will normally be awarded for a maximum period of three (3) years and may be renewed once at the discretion of the Board acting on the advice of the Chief Executive Officer.
- 2.5.3 An employee serving on contract terms of service shall be subject to KVB's terms and conditions of service and shall be eligible for payment of service gratuity at the rate of 31% (or the prevailing rate) of the employee's basic salary over the period worked.
- 2.5.4. Where the employee does not complete the period of contract, he shall be paid service gratuity on a pro-rata basis.
- 2.5.5. An employee serving on contract terms of service and who may wish to have his contract renewed, shall make a written application to the Chief Executive

Officer at least three (3) months before and not more than six (6) months to the expiry of the contract period.

2.5.6. The Chief Executive Officer shall be appointed by the Board in accordance with section 12 of the Act. The Chief Executive Officer shall be appointed on contract terms of three (3) years renewable once based on performance.

2.6 Power to Make Appointments

The authority to appoint employees is vested in the Board. However, the Board shall delegate some of these powers in writing and for a specific cadre of employees to the Chief Executive Officer.

2.7 Appointments by the Board

2.7.1 The Chief Executive Officer, Grade KVB 1 shall be appointed by the Board.

2.7.2 Appointments to posts in Grades KVB 2, KVB 3 and KVB 4 shall be made by the Board in accordance with the approved procedures.

2.8 Appointments by the Chief Executive Officer

2.8.1 The Chief Executive Officer will constitute a Human Resource Management Advisory Committee. The members of the Committee will be the technical officers who are the Heads of Department and the Chief Executive Officer will appoint one of the members as the Chair. The Head, Finance, Human Resource Management will be the Secretary.

2.8.2 The Chief Executive Officer will on the advice of the Human Resource Management Advisory Committee recruit candidates for positions in KVB 5 to KVB 10.

2.8.3 The Chief Executive Officer shall however, submit such appointments to the Board in its subsequent meeting for information.

2.9 Recruitment Procedure

- 2.9.1 Where a vacancy falls, the Head, Finance, Human Resource and Administration will notify the Chief Executive Officer and advice whether the vacancy should be filled by promotion from within or recruitment be done from outside KVB.
- 2.9.2 Where the Head of Department recommends promotion of an employee serving in the Department in which the post exists, the Head, Finance, Human Resource and Administration shall furnish the Chief Executive Officer with reasons for such recommendation.
- 2.9.3 While applying for a post, the applicants must account for the whole period of any previous employment held which must be supported by documentary evidence, where applicable.
- 2.9.4 The Chief Executive Officer may call for recommendation of a candidate from the previous employer.

2.10 Letter of Appointment

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

- (i) The name of the employer;
- (ii) The name of the employee;
- (iii) The Grade and designation;
- (iv) Date of commencement of appointment;
- (v) Job descriptions;
- (vi) Terms of employment;
- (vii) Salary scale and salary entry point;
- (viii) Details of housing and other allowances and benefits applicable;
- (ix) Leave entitlement;
- (x) Confidentiality clause;
- (xi) The place of work;
- (xii) The hours of work;
- (xiii) Terms of separation;
- (xiv) Terminal benefits;
- (xv) Any other prescribed matter.

2.10.2 The letter of appointment must be acknowledged in writing by the employee before or on the date of engagement and a copy filed in his personal file.

2.11 Probationary Period

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

2.11.2 During the probationary period, the Head of Department shall submit progress reports indicating the employee's performance. Based on the Head of Department's recommendations, the Chief Executive Officer will refer the case to the Human Resource Management Advisory Committee for deliberation as to whether the employee should be confirmed in appointment, or the probationary period ought to be extended or the appointment terminated.

2.11.3 An employee whose performance and conduct fully demonstrates that he meets expected standards of efficiency, competence and integrity, the employee will have his appointment confirmed after the probationary period.

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

2.11.5 Where the period shall be extended, the employee's performance shall be reviewed to determine whether or not his performance shall have improved.

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

2.12 Confirmation in Appointment

2.12.1 An employee appointed to a pensionable post will be confirmed in appointment and admitted to pensionable establishment on completion of probationary period of six (6) months satisfactory service.

2.12.2 Service on contract terms may be taken into account in full as probationary service, in the case of an employee who has been appointed on probation to pensionable establishment without a break in service.

2.13 Date of Appointment

2.13.1 An appointment made from within Kenya will take effect from the date of assumption of duty.

2.13.2 An appointment made from outside Kenya will take effect from the date of departure to Kenya in a most direct route.

2.14 Medical Examination

2.14.1 A candidate due for employment shall be required to undergo a medical examination conducted by a Government Medical Practitioner or any other Medical Officer identified by the Board.

2.14.2 However, according to the Kenya Veterinary Board Workplace Policy on HIV and AIDS, no candidate shall be discriminated against on the grounds of actual, perceived or suspected HIV status.

2.15 Personal Particulars

2.15.1 An employee on first appointment shall submit copies of the following documents:-

- (i) Original academic and professional certificates;
- (ii) National Identity Card/Passport;
- (iii) Two coloured passport size photographs;
- (iv) Certified copy of birth certificate;
- (v) KRA Tax PIN;
- (vi) NSSF Number;
- (vii) NHIF Number;
- (viii) Bank Account details; and
- (ix) Certificate of good conduct from Directorate of Criminal Investigations.

2.16 Nuclear Family

2.16.1 On appointment, an employee shall be required to declare the names of his family (nuclear) members. Any changes in the event of death or otherwise shall be provided by the employee.

2.16.2 The employee will be required to provide education and professional details including his employment history, where applicable.

2.17 Particulars of Next-of-Kin

An employee shall be required to provide the particulars of next-of-kin using the form provided in Appendix II and notify the Chief Executive Officer of any change in name and address of the next-of-kin for updating of the records.

2.18 Official Secrets Act Declaration

Each employee shall be required to sign a Declaration of Secrecy Form under the Official Secrets Act, Cap.187 on appointment (Appendix III) and on termination of service (Appendix IV).

2.19 Employment Card

2.19.1 Each employee shall be issued with an official employment card.

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

2.19.3 On termination of appointment, the employee shall be required to surrender his employment card to KVB.

2.20 Induction

All newly appointed employees shall undergo an induction programme to familiarize themselves with the structure, functions and operations of KVB upon reporting for duty but not later than three (3) months after reporting for duty.

2.21 Duties

2.21.1. An employee shall be given a job description commensurate with the assigned grade.

2.21.2 Employees shall devote themselves entirely to the duties of their post during the prescribed hours of duty.

2.22 Deployment

Employees shall be deployed by the Chief Executive Officer to serve in positions commensurate with their appointment and qualifications.

2.23 Promotion

2.23.1 It is desirable to achieve a healthy mix between promotions from within and external recruitment. However, serving (internal) candidates who meet job requirements for the higher post and whose work performance is satisfactory will be given priority when filling vacant positions.

2.23.2 The Board shall strive to expeditiously fill all vacancies by promotion of suitable serving employees. Consideration of promotion shall be in accordance with the provisions of the career guidelines for each cadre. Merit, suitability and seniority for the vacancy will be considered for promotion.

2.24 Handing-Over Report

On redeployment or exit, an employee shall prepare a comprehensive handing over report under the supervision of the immediate supervisor and/or the Head of Department. A copy of the report duly approved by the Supervisor shall be submitted to the Chief Executive Officer for record purposes.

2.25 Clearance Certificate

An employee shall be required to obtain a clearance certificate (Appendix V) on resignation, dismissal, termination of appointment or retirement from the KVB.

2.26 Certificate of Service

A certificate of service shall be issued to an employee on request upon resignation, termination of appointment, retirement or dismissal. The certificate shall contain a fair assessment of the employee and will be signed by the employee's Head of Department and countersigned by the Chief Executive Officer.

SECTION 3: SALARY AND ADVANCES

3.1 Policy Statement

3.1.1 It shall be the policy of KVB to offer salary, which will attract and retain the services of qualified personnel with the skills and flexibility to respond to the demands of the Board. The major objectives of the salary structure will be to:-

- i. Provide adequate pay differentials to compensate for responsibility, skills, experience and performance in relation to the strategic plan of the Board,
- ii. Achieve equity and transparency in the remuneration package,
- iii. Relate pay to performance as a means of promoting a meritocratic culture and motivating employees towards higher levels of achievement,
- iv. Provide adequate incentives for increased productivity, efficiency, accountability and control, and
- v. Attract and retain the key skills needed to achieve the overall corporate objectives.

3.2 Payment of Salary

3.2.1 Each employee will have a stated monthly basic salary, which will be indicated in the letter of appointment. The salary shall be quoted before any statutory deductions.

3.2.2 Salary will be paid monthly in arrears and will be denominated and paid in Kenya shillings. Employees will advise the Head, Finance, Human Resource Management and Administration to pay their salary through the Bank. An employee may seek a letter of introduction to the Bank from the Head, Finance, Human Resource Management and Administration for purposes of opening an account.

3.2.3 Statutory deductions such as PAYE, NSSF, NHIF and other legal taxes, as well as deductions arising from court orders/attachment, will be made from an employee's salary without his authorization.

3.2.4 Voluntary deductions such as contributions to co-operatives, insurance firms, among others will be effected provided the employee gives written authorization.

3.2.5 On termination of employment, the last payment will be made on production of a clearance certificate.

3.3 Grading Structure

3.3.1 There shall be Salary Grades as the Board may, from time to time, determine.

3.3.2 Each Grade in KVB shall have a salary scale showing minimum and maximum salary payable and the salary progression for the grade.

3.3.3 The Chief Executive Officer may conduct periodic salary surveys to determine changes in cost of living and terms of employment being offered by comparable organizations.

3.3.4 Such surveys shall form the basis for consultation by the Board with the relevant Government authority for appropriate salary reviews.

3.4 Payment of Salary on First Appointment

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

3.5 Salary Increment

3.5.1 An employee will earn an annual increment on the first day of the month in which he was appointed. For example, an employee appointed on 10th July will earn an annual increment on 1st July.

3.5.2 An employee will not be entitled to receive an increment as a right. No increment will be granted if the employee is appraised and his performance is found to be unsatisfactory or below the required standard.

3.6 Determination of Salary on Promotion

3.6.1 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, he will receive the minimum of the salary scale attached to his new Grade on the effective date of his promotion and his future incremental date will be determined in accordance with regulation 3.5.1.

3.6.2 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, he will receive the minimum of the salary scale attached to his new Grade on the effective date of his promotion and retain his previous incremental date.

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

- i. Where on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his previous Grade and his service at that salary amounted 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 he will retain his previous incremental date.
- ii. Where on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his previous Grade and his service at that salary amounted to three (3) years or more, he will be granted two increments. His future incremental date will be the first date of the month he was promoted.

3.7 Salary Advance

3.7.1 An advance of not more than one (1) month's salary may be granted by the Chief Executive Officer, when an employee owing to circumstances beyond his control is placed in a difficult financial position requiring assistance from the Board. In applying for the advance, an employee should explain in detail the circumstances leading to the situation.

3.7.2 An advance under this regulation may be granted only when an employee has no other outstanding salary advance. In very exceptional circumstances, the Chief Executive Officer may grant an advance of not more than two (2) months' salary in situations similar to those in Regulation 3.7.1 if he is satisfied that the employee needs assistance in excess of one (1) month's salary advance.

3.7.3 Advance of salary may be made to an employee of the pensionable establishment or to an employee serving on contract terms who has served for more than one (1) year and has more than one (1) year to serve before retirement or expiry of the contract.

3.7.4 Salary advance shall be recovered in reasonable instalments of up to twelve (12) months. An advance in excess of one (1) month salary shall also be recovered in twelve (12) monthly instalments.



SECTION 4: ALLOWANCES

4.1 Policy Statement

4.1.1 KVB 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 efficiently.

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 officer for expenses incurred directly or indirectly in the execution of his duties.

4.1.3 Employees will be eligible for the following allowances:-

- (i) House Allowance
- (ii) Commuter Allowance
- (iii) Acting Allowance
- (iv) Special Duty Allowance
- (v) Entertainment Allowance
- (vi) Extraneous Allowance
- (vii) Leave Allowance
- (viii) Daily Subsistence Allowance (Local Travel)
- (ix) Meal Allowance
- (x) Daily Subsistence Allowance (Foreign Travel)
- (xi) Airtime Allowance

4.2 House allowance

All employees shall be entitled to house allowance as per the prevailing Government guidelines.

4.3 Commuter Allowance

- 4.3.1 Employees will be eligible for commuter allowance as per the prevailing Government guidelines.
- 4.3.2 An employee provided with official transport will not be eligible for commuter allowance.

4.4 Acting Allowance

- 4.4.1 When an employee is qualified to undertake the duties of a higher post which has been temporarily or permanently vacated for a minimum period of thirty (30) days, an acting allowance will be paid to the employee at the rate of 20% of his current monthly basic salary.
- 4.4.2 Recommendations for payment of acting allowance will be submitted by the Head of Department to the Chief Executive Officer as soon as an employee assumes the duties of the higher post. The Human Resource Management Advisory Committee will deliberate and make recommendations to the Chief Executive Officer.
- 4.4.3 Payment of acting allowance will not be granted to take effect from a date earlier than three (3) months prior to the date on which a recommendation shall be submitted to the Chief Executive Officer.
- 4.4.4 An acting appointment will not be made on a substantive vacant post until the post has been advertised for filling.
- 4.4.5 An employee who is appointed on an acting capacity for a period of thirty (30) days or more will be eligible during the tenure of his acting appointment for traveling privileges and allowances applicable to the higher grade.
- 4.4.6 The maximum period for an acting allowance shall not exceed six (6) months.
- 4.4.7 Acting appointment shall not normally be made to posts in Grades KVB 8 to KVB 10.

4.5 Special Duty Allowance

- 4.5.1 Where an employee does not possess all the necessary qualifications and cannot be appointed to act in a higher post, but is competent to perform the duties, the employee may be called upon to undertake the duties of the higher post.
- 4.5.2 Special duty allowance will be paid to an employee performing the duties of the next position above his/her substantive appointment and not beyond. However, special duty will not be paid for posts that form common establishment.
- 4.5.3 Employees who will be eligible for special duty allowance are those in Grades KVB 2 to KVB 5. Recommendations for payment of special duty allowance will be submitted by the Head of Department to the Chief Executive Officer as soon as an employee assumes the duties of the higher post. The Human Resource Management Advisory Committee will deliberate on the recommendation and advise the Chief Executive Officer. Authority for payment of special duty allowance will not be granted to take effect from a date earlier than three (3) months prior to the date on which a recommendation shall be submitted to the Chief Executive Officer.
- 4.5.4 Special duty allowance will be granted to an employee on the advice of the Human Resource Management Advisory Committee for a period not exceeding six (6) months.
- 4.5.5 Special duty allowance payable in each case will be paid at the rate of 15% of an employee's current basic monthly salary.

4.6 Entertainment Allowance

Owing to the nature of his duties, the Chief Executive Officer may be called upon to provide hospitality and entertainment on behalf of the Board. The Chief Executive Officer shall, therefore, be eligible for an entertainment allowance. The rate of the allowance shall be as per the prevailing Government guidelines.

4.7 Extraneous Allowance

Employees deployed in the Chief Executive Officer's office will be eligible for extraneous allowance. The number of employees will be limited to one (1) Secretary, one (1) Driver and one (1) Support staff. The rates will be in accordance with the prevailing rates in the Government.

4.8 Leave Allowance

4.8.1 All Employees will be eligible for leave allowance applicable to their Grades as per the prevailing Government guidelines.

4.8.2 Leave allowance shall be paid to an employee only once in any one (1) leave year. Leave allowance shall not be carried forward from one leave year to another.

4.9 Daily Subsistence Allowance (Local Travel)

4.9.1 An employee who travels on official duty outside the duty station and makes his own arrangements for accommodation will be paid Daily Subsistence Allowance as per the prevailing Government guidelines.

4.9.2 Daily Subsistence Allowance shall be paid for a maximum continuous period of up to thirty (30) days.

4.10 Meal Allowance

When an employee travels on duty outside the duty station and is not required to spend a night away from his duty station, he shall be eligible for an allowance for lunch/dinner and breakfast as per the prevailing Government guidelines.

4.11 Daily Subsistence Allowance (Foreign Travel)

4.11.1 An employee who is required to travel on duty outside Kenya will be granted daily Subsistence Allowance at the daily rates as per the prevailing Government guidelines.

4.11.2 The rates of daily subsistence allowance which are payable for each complete twenty-four (24) hours commencing from the time of departure from Kenya are designed to meet the cost of accommodation at good, but not luxury class hotels, three (3) meals a day including service charges, local traveling (such as

taxi, bus or train fare), incidental expenses including any taxes and an element in respect of essential entertainment. In addition, traveling expenses incurred from the airport of disembarkation to a hotel or other residential place and vice versa, airport charges, fees for vaccination, visas and passport charges will be refunded.

- 4.11.3 Where an employee's accommodation expenses are paid in full directly to the hosting institution/hotel by KVB or any other organization, a residual allowance of up to one-quarter ($\frac{1}{4}$) of the standard rate of subsistence allowance may be paid to him to cover incidental expenses. Where only lodging expenses are covered, subsistence allowance may be paid at three-quarters ($\frac{3}{4}$) of the standard rate. In cases where the sponsor does not meet the expenses directly but pays an allowance and such allowance is less than the standard rate of daily subsistence allowance, the employee may claim the difference from the Board.

4.12 Provision for Airtime

- 4.12.1 Employees in KVB 4 and above will be eligible for airtime allowance. The purpose of providing airtime will be to facilitate the employees to undertake their official duties with ease.
- 4.12.2 The amount of airtime will be paid in accordance with prevailing Government guidelines.
- 4.12.3 Employees in KVB 5 and below and whose duties necessitate extensive communication may be issued with airtime as stipulated in Government regulations.

SECTION 5: MEDICAL BENEFITS

5.1 Policy Statement

- 5.1.1 The Board regards a healthy employee to be a great asset not only to KVB, but also to the nation as a whole. Consequently, the Board will make adequate provision for medical benefits to be accorded to all employees except those on casual terms, on internship and on attachment.
- 5.1.2 The Board will establish a medical insurance cover to provide medical benefits for its employees, spouses and dependants. The cover will be reviewed annually to ensure that both the employer and employees gets value for money.
- 5.1.3 The Head, Human Resource and Administration will manage and monitor the medical expenditure to ensure that the costs are reasonable.

5.2. Medical attention

On first appointment an employee shall be required to undergo a thorough medical examination by a Medical Officer who will provide a report on the medical form (Appendix I). Employees on contract terms shall however, be medically examined on each occasion their contracts are renewed.

5.3 In-Patient and Outpatient Treatment

- 5.3.1 Employees will be entitled to the following medical benefits:-
- (i) In-patient medical treatment
 - (ii) Out-patient medical treatment
- 5.3.2 The Medical Insurance Cover will provide in-patient and out-patient treatment to the employee, spouse as officially declared in the employee's records and up to four (4) dependent children of up to twenty two (22) years of age. Dependent children who are over twenty two (22) years of age and living with disabilities will be treated as special cases.

5.3.3 Such cases will be referred to the Chief Executive Officer in consultation with the medical cover provider for approval.

5.3.4 The provisions of the medical cover will be reviewed annually by the Board to ensure employees receive value for the money invested in the Scheme.

5.4 Group Personal Accidents Insurance Cover

The Board will procure an insurance cover to insure its employees against accidents which may occur anytime, anywhere, in the course of duty or not.

5.5 Work Injury Benefits

KVB will make provision for work related injuries as stipulated in the Work Injury and Benefits Act, 2007.

5.6 Working Environment

5.6.1 KVB will maintain a smoke-free working environment. Accordingly, no person shall be permitted to smoke or take any intoxicating substance while on the premises of the KVB.

5.6.2 Every employee is duty bound to maintain a clean and healthy working environment.

SECTION 6: LEAVE

6.1 Policy Statement

6.1.1 In conformity with provisions of the Employment Act, annual leave is granted subject to the exigencies of work for recuperative purposes to enable an employee re-energize and improve on efficiency. Annual leave is therefore, not normally commuted for cash nor is leave allowance payable to dependants or to the estate of the deceased in the event of an employee's death.

6.1.2 The Head, Human Resource and Administration will circulate leave roster at the beginning of each leave year for employees to provide anticipated leave dates in order to allow proper planning and deployment of the human resource.

6.2 Categories of Leave

6.2.1 Leave falls into any of the following categories:-

- (i) Annual Leave
- (ii) Maternity Leave
- (iii) Child Adoption Leave
- (iv) Paternity Leave
- (v) Unpaid Leave
- (vi) Special Leave for Sportsmen/Women
- (vii) Convalescent Leave
- (viii) Sick Leave
- (ix) Compassionate Leave
- (x) Leave for Special Purposes
- (xi) Terminal Leave

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 granted annual leave. For this purpose, a "leave year" will commence on 1st July and end on 30th June of the following 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 Grade, will be entitled to thirty (30) days Annual Leave. The leave 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 or be forfeited. However, an employee may, if he so wishes, carry forward from one leave year to another not more than one half of his annual leave entitlement.
- 6.3.5 Annual leave must be taken within the leave year it falls due or be forfeited. Deferment of annual leave to another year shall not be permitted except in very exceptional circumstances with prior approval of the Chief Executive Officer.
- 6.3.6 An employee may utilize his annual leave at any time during the "Leave Year", but shall not be eligible for such annual leave if he is not returning for further service for a minimum period of three (3) months. This condition does not, however, apply to an employee who resigns from KVB at the end of a calendar year after having utilized his annual leave.
- 6.3.7 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 (1) (b) of the Employment Act, 2007.
- 6.3.8 In addition to the leave granted under regulation 6.3.3 of this section, an employee may be granted the annual leave carried forward from the previous leave year in accordance with regulation 5.3.4.

6.4 Maternity Leave

- 6.4.1 Female employees shall be eligible for maternity leave with full pay for a maximum period of ninety (90) calendar days which shall be exclusive of the annual leave due for the year.

6.4.2 An application for maternity leave shall be submitted to the Chief Executive Officer thirty (30) days before the expected date of confinement. In addition, it should be supported by a medical certificate indicating the date on which maternity leave should commence.

6.4.3 Should it be necessary to extend maternity leave beyond the prescribed period of ninety (90) calendar days on grounds of sickness of mother, the employee shall be granted sick leave subject to confirmation by a recognized medical practitioner.

6.5 Child Adoption Leave

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

6.5.2 Where adoption is by both the employee and spouse, and the spouse is also an employee in the service, child adoption leave will only apply to one of the employee.

6.6 Paternity Leave

6.6.1 A male employee will be eligible for paternity leave for ten (10) working days during the period of the spouse's maternity leave.

6.6.2 Paternity leave will be granted on confirmation of the birth of the child. The name of the child's mother must correspond with the name of the employee's spouse as indicated in the employee's records.

6.6.3 An employee will be eligible for paternity leave at least once a year. For this purpose, leave year will commence on 1st July and end on 30th June of the following year.

6.6.4. Paternity leave cannot be deferred neither can it be commuted in cash nor can the employee qualify for payment of leave allowance.

6.6.5 A newly appointed employee would be eligible for paternity leave on completion of three (3) months.

6.7 Unpaid Leave

- 6.7.1 An employee may be granted unpaid leave for up to sixty (60) days on the grounds of urgent private matters or proven cases of exceptional hardships.
- 6.7.2 For an employee to qualify for unpaid leave, he will be required to have served for at least three (3) years.
- 6.7.3 Unpaid leave shall not be increment earning.
- 6.7.4 Unless it is specifically stated to the contrary, unpaid leave shall be treated for pension purposes as leave granted not on grounds of public policy and the period involved shall accordingly not be pension earning.
- 6.7.5 An employee on unpaid leave shall continue to discharge his liabilities to KVB in respect of any financial advances during the period of absence.

6.8 Special Leave for Sportsmen/Women

The Chief Executive Officer 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.

6.9 Sick/Convalescent Leave

- 6.9.1 Sick leave is defined as an approved absence of an employee from duty on account of illness. Sick leave must be granted by a duly authorized medical officer as indicated hereunder and the medical certificate duly signed and submitted to the Chief Executive Officer through the supervisor or immediate senior officer within two days of absence.
- 6.9.2 Convalescent leave means a period of absence of an employee granted on recommendation of a qualified medical officer for the employee's recuperative purposes immediately following an illness.
- 6.9.3 Any absence of an employee from duty on account of illness shall be supported by a medical certificate given by a medical practitioner registered with the Kenya Medical Association.

- 6.9.4 An employee may also be granted convalescent leave, by an approved medical practitioner for recuperative purposes immediately following an illness. The medical certificate shall indicate the convalescent leave days, which will be given according to calendar days.
- 6.9.5 An employee on pensionable or contract terms of service shall be granted sick/convalescent leave of up to three (3) months on full pay followed by three (3) months on half ($\frac{1}{2}$) pay in a leave year.
- 6.9.6 If the sickness persists, the employee shall appear before a Medical Board for an assessment of his fitness to continue in the service of the Board or otherwise. The Medical Board shall comprise of three (3) Medical Officers whose Chairperson shall be the Medical Officer appointed by the Board. The second Medical Officer shall be a specialist in the area related to the sickness of the employee, while the third may be identified by the employee if he so desires or by the Board. An employee who is found unfit for continued service shall be retired on grounds of ill health.
- 6.9.7 All cases of this nature shall be referred to the Board for ratification.

6.10 Compassionate Leave

An employee may be granted compassionate leave of up to ten (10) working days in a leave year on compassionate grounds upon the death of an immediate member of the family (spouse, children, father, mother and sibling). The employee shall notify the Head, Finance, Human Resource Management and Administration immediately a death of a family member occurs.

6.11 Leave for Special Purposes

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

6.12 Terminal Leave

6.12.1 An employee who has not availed himself of the annual leave due for the year in which his employment ceases will be entitled to annual leave on pro-rata basis.

6.12.2 In addition to the leave granted under Regulation 6.12.1, an employee may be granted annual leave carried forward from the previous leave year.

6.13 Public Holidays

Employees will be entitled to the following public holidays:-

- | | | | |
|--------|----------------|---|--|
| (i) | New Year's Day | - | 1 st January |
| (ii) | Good Friday | - | to be announced |
| (iii) | Easter Monday | - | to be announced |
| (iv) | Labour Day | - | 1 st May |
| (v) | Madaraka Day | - | 1 st June |
| (vi) | Mashujaa Day | - | 20 th October |
| (vii) | Jamhuri Day | - | 12 th December |
| (viii) | Christmas Day | - | 25 th December |
| (ix) | Boxing Day | - | 26 th December |
| (x) | Id ul Fitr | - | to be announced |
| (xi) | Idd ul Adha | - | Employees professing the Islamic faith |
| (xii) | Diwali | - | Employees professing the Hindu faith |

SECTION 7: TRANSPORT

7.1 Policy Statement

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

7.2 Eligibility for Transport

- 7.2.1 KVB will provide transport for an employee travelling on duty outside the duty station.
- 7.2.2 KVB will provide for an employee, his spouse and up to four (4) dependent children aged twenty two (22) years and below who are living with and are dependent on him, on occasions when they are travelling on transfer and on retirement.
- 7.2.3 The age limit for children may be extended beyond twenty two (22) years for children with permanent disability subject to approval of the Chief Executive Officer.
- 7.2.4 An employee who resigns or is dismissed from the Service or whose contract expires before he attains age of 60 years shall not be entitled to transport.

7.3 Travelling by Public Transport

When an employee travels by public transport while on duty, the employee will be eligible to claim appropriate reimbursements of the amount of the fare paid on production of bus or railway tickets.

7.4 Transportation of Baggage

- 7.4.1 Where transport is not provided to an employee when traveling on termination of appointment or retirement, approval will be granted for the employee to transport personal baggage by rail or road at the expense of the Board.
- 7.4.2 The employee shall be reimbursed the cost of transport at the prevailing rates. In addition, in case of demise of an employee, the deceased's legal representative shall be eligible for the reimbursement.

7.5 Traveling in Own Car on Official Duty

- 7.5.1 KVB shall, where possible, provide 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 Chief Executive Officer.
- 7.5.2 Where such permission is granted, the employee will be entitled to a mileage allowance at the prevailing Automobile Association of Kenya (AA) rates. The vehicle capacity will be limited to up to 1800 c.c.
- 7.5.3 The mileage rates payable in respect of any motor vehicle, are based on the cost of running such vehicles fully loaded and no additional allowances shall be payable for the conveyance of passengers in such a vehicle.
- 7.5.4 The allowances are inclusive and no payments shall be made for spares or labour used on any motor vehicle renewals, breakdowns, depreciation or any other charges in connection with such motor vehicles.

7.6 Traveling in Official Vehicle

- 7.6.1 The Chief Executive Officer will be entitled to one official car which will be used for official work only.
- 7.6.2 All the other employees will use pool transport for official work.
- 7.6.3 Official vehicles are intended for official purposes only and should not be used for private purpose. An employee who makes improper use of a vehicle shall render himself liable to disciplinary action.

7.6.4 Whenever a vehicle is used, it is compulsory that the details of the journey be indicated in the work ticket. Any driver (or any other employee for the time being authorized to drive the vehicle) 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/employee.

7.7 Travelling in Official Vehicles

7.7.1 The Chief Executive Officer will be entitled to one official car which will be used for official work only.

7.7.2 All the other employees will use pool transport for official work. An employee travelling on duty will be granted permission to use official vehicle by the Chief Executive Officer or an officer authorized by him.

7.7.3 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.

7.8 Management of Vehicles

7.8.1 The Chief Executive Officer shall cause a register for all vehicles to be opened and maintained up to date. The register will include 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) Date and method of disposal

7.8.2 Each vehicle shall be comprehensively insured.

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

7.8.4 It shall be the responsibility of the Chief Executive Officer to ensure that all vehicles shall be properly used. He shall arrange for centralized overnight garaging and parking of the vehicles and arrange for proper custody of ignition keys, outside office hours.

7.8.5 All personnel required to drive shall have a valid driving license appropriate for the particular class of vehicle. Any employee allowing or authorizing improper use of the vehicles shall be held personally responsible, making him liable to disciplinary action which would include making any pecuniary loss to the Board that may result from any eventuality and may be dismissed from service.

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

7.9 Monthly Vehicle Returns

7.9.1 The officer in charge of transport will submit monthly vehicle returns to the CEO. The returns shall specify the following information for each vehicle:

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

7.10 Safety of the Vehicle

7.10.1 Official vehicles shall be parked or garaged only at places authorized by the Chief Executive Officer.

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

7.11 Ignition Keys

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

7.12 Drivers Responsibility

All Drivers shall have a valid driver's license appropriate for the class of vehicle. Drivers shall at all times set the highest standards of road conduct.

7.13 Speed limit

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

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

7.14 Work Ticket

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

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

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

7.15 Reporting of Accidents

7.15.1 All employees and drivers handling 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 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.

7.15.2 In addition to any report to the police, the driver, if he shall not be incapacitated by the accident, shall submit a preliminary accident report to the Chief Executive Officer.

7.15.3 On being informed about an accident involving official vehicle, the Chief Executive Officer shall inform the vehicle insurers appropriately in accordance with the policy.

7.16 Disposals and Acquisition of Vehicles

The Chief Executive Officer shall seek and obtain authority to acquire or dispose vehicles. Disposal shall be in accordance with the laid down Government procedures.

7.17 Traveling by Air

7.17.1 When traveling on duty to another country, an employee may travel by air. Air travel within Kenya shall be used only when it is deemed to be economical or where saving of time shall be paramount and shall require prior approval by the Chief Executive Officer.

7.17.2 The Chief Executive Officer shall travel in business class while all the other employees shall travel in economy.

7.17.3 An employee traveling on duty by air shall not be granted any luggage allowance in addition to the free allowance on the air ticket, unless excess is required for official purposes in which case reimbursement for excess luggage shall be considered by the Chief Executive Officer.

7.18 Traveling by Taxi

7.18.1 An employee who is compelled to travel on duly authorized official duty, to attend or coming back from a course, conference, seminar, workshop, interview or on convalescent leave may make use of a taxi service from his residence to the airport, railway or bus station, and claim reimbursement of

the cost of taxi fares at standard rates, provided that no official transport is available, or use of public transport is deemed to be inconvenient.

7.18.2 An employee, who makes use of his car as provided for in this Manual, may claim mileage allowance.

7.19 Travelling on retirement

7.19.1 On retirement, KVB will meet the employees transport cost to his retirement destination within Kenya.

7.19.2 The cost of transport in this case will be limited to the cost of rail or road transport in respect of the employee, his nuclear family and baggage.

7.19.3 The employee will be expected to request for transport within six months of retirement.

7.20 Facilitation on Demise

7.20.1 The Board shall provide Ksh.50, 000 to defray funeral expenses for a deceased employee, one spouse and up to four (4) children aged twenty five (25) years and below.

7.20.2 Where transport shall not be available, a private hearse shall be hired at the Board expense.

7.20.3 The Board shall provide transport for immediate family members.

7.20.4 An employee who will represent KVB at the funeral of the deceased shall be granted official transport.

SECTION 8: MOTOR VEHICLE LOAN

8.1 Policy Statement

- 8.1.1 KVB may provide loans to employees for purchase of new or used motor vehicles.
- 8.1.2 The loan facility will be administered by financial institutions approved by the Board from time to time.
- 8.1.3 Only employees serving on pensionable and contract terms of service will be eligible for car loan.

8.2 Obligations of the Board

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

8.3 Eligibility for Car Loan

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

8.4 Thresholds

- 8.4.1 Employees may be eligible for car loan according to an employee's grade.
- 8.4.2 The Board will determine amounts for motor vehicle car loan scheme which will be modelled against the prevailing Government guidelines.
- 8.4.3 The rate of interest shall be three percent (3%) per annum on a reducing balance for the duration of the loan.

8.4.4 Loan applications and the amount granted shall not exceed the entitlement for the respective grade.

8.4.5 A proforma invoice from the supplier will be attached to all applications for car loan.

8.4.6 The value of a second hand vehicle will be the purchase price or the value certified by a mechanical inspection and valuation report from a Valuation Agency, whichever is lower.

8.4.7 An employee shall meet the charges for the valuation report.

8.4.8 No loan shall be granted unless the vehicle is mechanically sound and its marketability ascertained.

8.5 Repayment Period

8.5.1 The loan will be repaid monthly for a maximum period of five (5) years.

8.5.2 Should an employee leave the service before repaying the amount in full, the terms of the loan shall remain in force and shall not change for the life of the loan unless in cases of default in which case the loan amount shall convert to commercial terms.

8.6 Registration of Motor vehicle

8.6.1 The motor vehicle must be registered in the joint names of the Financier and the employee to whom the loan is granted.

8.6.2 The Logbook will be under the custody of the Board until the loan is repaid in full. In addition, a blank transfer form duly signed by the employee will be kept by the Financier or KVB.

8.7 Insurance of Motor Vehicle

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

8.8 Change of Ownership

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



SECTION 9: HOUSE MORTGAGE

9.1 Policy Statement

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

9.2 Thresholds

- 9.2.1 Employees will be eligible for house mortgage according to an employee's grade.
- 9.2.2 The Board will determine amounts for mortgage scheme which will be modelled against the prevailing Government guidelines.
- 9.2.2 The rate of interest shall be three percent (3%) per annum on a reducing balance for the duration of the mortgage.
- 9.2.3 Mortgage applications and the amount granted shall not exceed the entitlement for the respective grade.
- 9.2.4 The employee shall pay the agreed processing fees, appraisal fees, valuation fees, legal fees and any advance loan repayment requested by the mortgage finance company.
- 9.2.5 The Financier may add to the mortgage amount all fees incurred by an employee while processing the house mortgage.

9.3 Supporting Documents

- 9.3.1 While submitting application for the mortgage, the employee shall be required to provide documents and evidence in support of the house-ownership or construction loan application.
- 9.3.2 The following documents will be relevant:-

- (i) A valid offer for sale by legal vendor or the legally appointed agent;
- (ii) A copy of the Title Documents;
- (iii) Evidence of plot ownership i.e. original Title Deed;
- (iv) Duly approved Plan by an authorized County Government; and
- (v) Certified Bill of Quantities and Contractor's certified estimated Building Cost

9.4 Insurance

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

9.5 Repayment Period

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

SECTION 10: THE PERFORMANCE MANAGEMENT SYSTEM

10.1 Policy Statement

10.1.1 The Performance Management System (PMS) is a critical component of the overall human resource function in KVB. It is predicated upon the principle of work planning, setting of agreed performance targets, feedback and reporting. It is linked to other human resource systems and processes including recruitment, staff development, career progression, placement, incentives and sanctions.

10.1.2 The overall objective of PMS is to improve the performance of KVB by enabling a higher level of staff participation and involvement in target setting, work planning, and evaluation of work performance.

10.1.3 KVB 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

10.2 Performance Management Process

Performance Management in KVB is achieved through the following:-

10.3 Strategic Planning

This is a process planning for achievement of overall long term goals of KVB. The Chief Executive Officer shall coordinate the development and review of the strategic plan which will form the basis for setting performance targets for KVB and which shall be cascaded to the individual level.

10.4 Performance Contracting

10.4.1 Performance Contracting is a negotiated process in which the Board sets its performance targets based on its mandate, functions and its strategic objectives in line with performance contracting guidelines issued from time to time.

10.4.2 Performance contracts will be anchored on national development goals and should be cascaded to all departments, divisions, sections, levels and all cadres of employees.

10.5 Staff Performance Appraisal System

10.5.1 Staff Performance Appraisal is management of individual performance and is predicated upon the principle of setting performance targets, work planning, review, feedback and appraisal. It is linked to other human resource systems and processes including staff development, career progression, placement as well as rewards and sanctions.

10.5.2 The Performance Appraisal System is primarily meant to manage the performance of an individual for the improvement of the performance of the Board. The process of PAS will therefore, assist the management to make decisions in the following areas:

- (i) Reward and sanction in relation to performance;
- (ii) Identification of job related employee development needs; and
- (iii) Inform placement, promotion and mobility of employees in the Board.

10.6 Objectives of PAS

The objectives of PAS is to:-

- i. Link individual performance with organizational performance;
- ii. Enable Supervisors and Appraisee to continuously assess work progress;
- iii. Assess on timely basis the learning/development needs of staff;
- iv. Promote accountability in KVB;
- v. Promote communication and encourage continuous feedback between Appraisee and Supervisor;
- vi. Set the basis on which an employee's performance is monitored and evaluated as stipulated in the individual work plan;
- vii. Improve the quality of work through better planning, on-going discussions and fair participatory appraisal; and
- viii. Provide information for decision making on administrative and human resource issues such as renewal of contract, promotion, delegation, training, deployment, reward and sanctions.

10.7 Scope of Application

10.7.1 PAS shall apply to all categories of employees. PAS primarily consists of the following:-

- i. Work planning and setting of performance targets;
- ii. Staff competencies and values assessment; and
- iii. Performance appraisal/evaluation.

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

10.7.3 The primary responsibility for implementing PAS rests with the Chief Executive Officer. The Chief Executive Officer shall provide the appraisal report together with the mid-year review to the Board.

10.8 Performance Appraisal Process

10.8.1 Work Planning/Setting of Performance Targets

- i. The individual work plan briefly describes the performance targets of expected results on specific assignment and activities for which the employee is responsible during the performance year. The expected results may include completion of projects/assignments during the period of assessment. For each assignment, there should be an indication of how success will be determined.
- ii. 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.
- iii. As part of the Staff Training and Development Plan, every employee will indicate at least one professional development goal to be achieved in the reporting period. This may include special assignment, continuing education, on-the-job training, seminars, conferences and study tours.

10.8.2 Frequency of Performance Appraisal

The appraisal period will cover one year, from 1st July to 30th June of the following year. The performance appraisal reflects the summation of the year's performance.

10.8.3 On-going Performance Appraisal

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

10.8.4 Mid-Year Performance Review

- i. 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 tasks and assignments agreed on at the beginning of the appraisal period.
- ii. The review which should be in the form of discussions should be centered on what has been achieved; any constraints experienced and whether there is need to vary the initial assignments in order to accommodate any unforeseen circumstances.
- iii. 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.
- iv. The Supervisor should, after discussions with the Appraisee at mid-year performance, comment on the Appraisee's performance.
- v. In the event that the Supervisor leaves the department, he should be able to appraise the performance of the Appraisee(s) on pro-rata basis.

10.8.5 End of Year Appraisal

- i. The End Year Appraisal takes place at the end of the reporting period;
- ii. The Supervisor and Appraisee are required to meet at the end of the year to discuss the overall performance over the period;
- iii. Prior to the meeting, the Appraisee should prepare a preliminary assessment of the extent to which the set performance targets were achieved as agreed at the beginning of the Performance Year with clear performance indicators
- iv. The Supervisor and Appraisee should discuss the agreed performance targets together with any changes/comments from the mid-year performance appraisal;
- v. The Supervisor assesses the extent to which the Appraisee has achieved the performance targets set, taking into account any unforeseen developments that may have affected performance during the period;

- vi. After the meeting, the evaluation form will be signed by both the appraiser and the supervisor and forwarded to the Chief Executive Officer.

10.9 Ratings

The Supervisor will use the following four (4) ratings when assessing employees under his supervision.

- a) Performance targets met and exceeded in several areas
- b) Performance targets fully met
- c) Performance targets partially met
- d) Performance targets not met

10.10 Appraiser Comments

The Appraiser will comment by giving his views on the Supervisor's assessment of his performance.

10.11 Supervisor's Comments

The Supervisor will comment by giving his views on the assessment of the Appraiser's performance.

10.12 Performance Management Committee

10.12.1 The Chief Executive Officer will constitute a Performance Management Committee whose responsibility shall be to monitor and evaluate performance.

10.12.2 The composition of the Performance Management Committee shall be as follows;

- | | | |
|-----------------|---|---|
| (i) Chairperson | - | Chief Executive Officer |
| (ii) Members | - | Heads of Department |
| (iii) Secretary | - | Head, Finance, Human Resource Management and Administration |

10.12.3 The role of the performance management committee shall be as follows:-

- i. Ensure that the integrity and credibility of the overall staff performance appraisal is safeguarded;
- ii. Ensure that the appraisal process is adequately linked to performance contract, departmental objectives and work-plans.

- iii. Moderate and validate the rewards/sanctions implied by the assessment and make recommendations to the Chief Executive Officer.
- iv. Propose measures to improve the staff performance appraisal process;
- v. Ensure that performance of all employees is evaluated and feedback relayed to the employees in writing at the end of the year;
- vi. Arbitrate in cases of disagreement on appraisal ratings between supervisors and appraises;
- vii. Implement the internal monitoring and evaluation framework;
- viii. Hold quarterly performance review meetings; and
- ix. Compile annual performance appraisal reports.

10.13 Reward and Sanctions

10.13.1 The overall goal of the Rewards and Sanctions is to establish a basis for rewarding exemplary performance and administer sanctions for poor performance, motivate employees to have positive attitude to work and enhance productivity in the Board.

10.13.2 The Chief Executive Officer shall on the recommendation of the Performance Management Committee reward excellent performance and apply the appropriate intervention in accordance with Reward and Sanctions framework. The supervisor may however recommend other specific intervention depending on the insight gained during the appraisal.

10.13.3 The Board will be responsible for the administration of the Rewards and Sanctions Policy. The Board will also handle cases of appeals after employees have exhausted all review mechanism.

10.14 Appeals

10.14.1 If an employee disagrees with an evaluation and cannot resolve the disagreement with the supervisor, the employee may appeal to the Chief Executive Officer through the Head, Finance, Human Resource Management and Administration for another review of his performance.

10.14.2 The appeal must be made in writing and submitted within ten (10) days of the initial performance appraisal meeting. The Performance Management Committee shall review the employee's appraisal.

SECTION 11: TRAINING AND DEVELOPMENT

11.1 Policy Statement

11.1.1 The Board recognizes the need for training and development of all its employees. It shall therefore, offer training opportunities to all its employees in order to improve their work performance and personal development.

11.1.2 The training and development of employees shall be directed towards achieving the following objectives:-

- i. Enhance the organizational performance by helping all employees to improve on their efficiency and effectiveness;
- ii. Assisting each employee to gain competence and skills in preparation for more responsible positions within KVB and to help each employee prepare for changes as the Board develops to meet changing needs;
- iii. Ensure that sufficient trained human resource is available to meet the Board requirements in future by identifying those requirements and providing appropriate training and development opportunities for all its employees; and
- iv. Ensure that every employee undergoes training for at least five (5) days per year in accordance with the Recruitment and Training Policy for the KVB.

11.2 Management and Coordination of Training

11.2.1 The management and coordination of trainings shall be the responsibility of the Human Resource Management Advisory Committee.

11.2.2 The Committee shall be responsible for the following:-

- (i) Analysis of training needs;
- (ii) Developing a training budget;
- (iii) Consideration and prioritization of training projections;
- (iv) Consideration and approval of training plans and employee development strategies;
- (v) Identification of employee training programmes (group trainings);
- (vi) Assessment of available scholarship awards;
- (vii) Ensure optimal utilization of training resources; and
- (viii) Preparation of Annual Report on all the training activities carried out.

11.3 Training Needs Assessment

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

11.4 Training Projections

11.4.1 It is the responsibility of the Head, Finance, Human Resource Management and Administration to prepare the annual training projections as well as training budget for submission to the Human Resource Management Advisory Committee. The annual training projections shall be prepared in consultation with all the Divisions/Departments.

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

11.4.3 Selection of trainees for all training programmes will be based on identified needs and will emphasize on training for performance improvement that address individual, organizational and national goals.

11.5 Training Projections

11.5.1 Each Department will prioritize the projections and forward them to the Head, Finance, Human Resource Management and Administration for submission to the Human Resource Management Advisory Committee for consideration.

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

- (i) Critical skills development required for improved service delivery;
- (ii) Promotional and career development requirements as per respective Career Progression Guidelines;
- (iii) Regional balancing;

- (iv) Age of employee depending on the sponsor and course requirements;
- (v) Confirmation in appointment;
- (vi) Length of service;
- (vii) Gender equity;
- (viii) Seniority; and
- (ix) Cost of the training.

11.5.3 Employees should be projected for courses that are relevant to their duties and responsibilities and that are geared towards bridging the employee's performance gaps and enhancing career development.

11.5.4 Only the courses which are not available locally may be considered for sponsorship outside the country.

11.5.5 Emphasis should be given to group trainings which are geared towards improved service delivery in the Board and contribute to the achievement of KVB's goals.

11.6 Training Programmes

11.6.1 Training programmes comprise both short and long term courses in specific Professions that are intended to impart required knowledge, skills and attitudes to enhance staff performance.

11.6.2 The Board may design specific in-house training programmes which address the identified training needs. In addition training can be provided under institutional training both locally and abroad.

11.6.3 In designing training programmes, the Board should ascertain the availability of:-

- (i) Professionally qualified and experienced trainers;
- (ii) Training programmes that are cost-effective; and
- (iii) An effective evaluation and feedback system to assess the impact of training on performance

11.7 Induction

11.7.1 Induction is expected to help an employee familiarize with the KVB structure, work environment and position/job requirements.

11.7.2 KVB is expected to conduct induction training within three (3) months for newly recruited officers.

11.8 Eligibility for Training

11.8.1 Employees at all levels will be eligible for at least five (5) days training in a fiscal year.

11.8.2 An employee who attends a long term course lasting six (6) months and above will be required to work for two (2) years before he can qualify for selection for another long course.

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

11.9 Long Courses

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

- i. Sponsorship may be offered to employees with at least one (1) year continuous service with the Board prior to the date on which the intended course of study begins;
- ii. The employee applying for sponsorship shall have demonstrated aptitude to successfully pursue the programmes applied for; and
- iii. Application for grant shall be supported by the respective supervisor who shall give input as to relevance of the desired training

11.10 Short Courses

11.10.1 Short courses are those scheduled for a period of less than six months.

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

11.10.3 Eligibility for sponsorship by the Board will depend on the following:-

- i. Training needs as determined through the annual training needs assessment;
- ii. The application for individual training must be recommended by the respective head of department;
- iii. The Human Resource Management Advisory Committee shall recommend such training to the Chief Executive Officer for approval.

11.11 Self Sponsored Courses

An employee who through their own initiative and at their own time embarks on a course relevant to their duties with the prior authority of the Board, may be reimbursed by the Board up to 50 per cent (50%) of the tuition and examination fees in respect of the course on condition that:-

- i. The course is directly related to the nature of the duties of the employee's substantive post or the post they may occupy on completion of the course;
- ii. The course will improve the employee's work performance and also enhance their potential for additional responsibilities;
- iii. The examining body should be registered with the relevant government authority;
- iv. An employee attending an approved course which has an examinable component may be granted days off to sit for main examination. Such request shall be accompanied by an official time table issued by the examining body or institution.

11.12 Course Approval

11.12.1 The Chief Executive Officer shall grant course approval on the recommendation of the Human Resource Management Advisory Committee.

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

11.13 Undergraduate Training

The Board shall not sponsor for undergraduate programmes. Where there is need for skills at this level, the Board will procure the same from the labour market. However, employees who wish to sponsor their training shall be granted approval.

11.14 Masters Programme

11.14.1 The Board shall continue to support and approve training at Masters Level for employees requiring the skills at this level for performance and career progression as prescribed in the respective career progression guidelines. However, the Board shall not support employees for second Masters Programmes.

11.14.2 Employees intending to pursue such courses shall be required to channel their requests through the Head of Department, to be received for deliberation at least one month prior to the course commencement date.

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

11.15 Job Rotation, Coaching and Mentoring

11.15.1 Newly appointed employees shall be required to rotate in relevant Divisions/Departments for a reasonable time to familiarize themselves with the work of all the Divisions/Departments. This allows Supervisors to temporarily fill positions that lack employees due to leave and training.

11.15.2 The assignment of mentors is an integral part of on-the-job training. Supervisors will assign a mentor for each new employee. The mentor should be at least a grade higher and be based in the same office. The mentor shall provide guidance to the new employee for a period of six (6) months and shall ensure that the new employee is properly integrated into the Board.

11.16 Workshops, Retreats and Conference

11.16.1 Employees attending workshops, retreats and conferences may be paid allowances at the prevailing rates in the Government.

11.16.2 Workshops which are meant to review, develop and produce reports should be treated as retreats and should be for a maximum duration of ten (10) days.

11.16.3 The duration of workshops and conferences should not exceed three weeks. Any workshop and conference beyond three (3) weeks will be considered as a course and will be subjected to the stipulated provisions for courses.

11.16.4 No employee should be involved in more than one role in a seminar/workshop/conference at a given time.

11.17 Conditions Applicable to Employees on Training

11.17.1 Salary and Allowances

- i. An employee attending a course will be deemed to be on duty and all regulations pertaining to his employment will be applicable.
- ii. 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.
- iii. An employee travelling to attend a course will be deemed to be on duty and will be reimbursed any travelling and subsistence expenses incurred.
- iv. 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.
- v. An employee will be eligible for house allowance and medical allowance during period of the course.

11.18 Conditions Applicable to Employees on Training

11.18.1 Salary

- i. An employee attending a course will be deemed to be on duty and all regulations pertaining to his employment will be applicable;
- ii. Provided that his study reports and conduct are satisfactory, an employee shall be eligible for consideration of promotion when due and receive annual increments.

11.18.2 Allowances

- i. An employee traveling to attend a course approved by the Board shall be deemed to be traveling on duty and shall be reimbursed any traveling and subsistence expenses incurred.
- ii. An allowance to purchase books and training materials shall be paid to the sponsored employee on the basis of the recommendation provided by the head of the institution where the course shall be held.
- iii. Payment of house allowance and medical allowance shall continue during training.

11.18.3 Provision for Annual Leave

- i. Attendance of a course which has no provision for vacations will count as if an employee was on duty for the purpose of his eligibility for leave.
- ii. An employee undertaking fulltime course of study at an academic institution will normally be granted the student's vacation, but may be required to resume duty during vacation provided he is entitled to a minimum of one (1) 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.
- iii. An employee attending a course outside the country shall be eligible for his normal annual leave due only for the year he returns to the country.
- iv. The employee shall resume duty immediately upon the completion of the course or the expiry of the period of training.

11.19 Expenses to be met by the Board

The Board shall meet the following expenditure items for those employees sponsored for training:-

Pre-departure medical examination, passport, visa, vaccination and inoculation fees, if any;

- i. All course fees (other than residence fees or other charges for boarding and lodging) including registration, admission, tuition, examination and other similar fees and compulsory subscriptions as demanded by an institution, if the same are not met by the sponsor;
- ii. All transport and traveling necessary in connection with an employee's training, other than commuting between the hostel and place of study;

- iii. Local transport and traveling to and from the airport of departure and arrival in the Country;
- iv. Economy class passage to and from the country in which the course is held; and
- v. Medical insurance cover, where applicable.

11.20 The Expenses to be met by the Employee

The employee will meet the following expenses:-

- i. The full cost of subsistence during both term time and vacation, whether this takes the form of a fee for a residence at an institution or payment of boarding and lodging outside the institution;
- ii. Fares for daily journeys between his lodging and place of study;
- iii. The purchase of all outfits and clothing including any academic dress required;
- iv. Personal commitments including laundry, recreation, entertainment and voluntary subscriptions; and
- v. Any expenses of personal nature that may be incurred during both term-time, vacation, including traveling and subsistence.

11.21 Donor Funded Courses

11.21.1 Where a training award/scholarship for a course organized under bilateral arrangements caters for only tuition and accommodation but does not include meals, out of pocket and stipend, an employee will be eligible for 25% of the living allowance applicable to the designated country.

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

11.22 Self Sponsored Courses

11.22.1 Employees undertaking part-time or full-time self-sponsored courses will be exempted from paying 20% training levy. Such employees will be granted approval by the CEO to undertake the courses in their own free time.

11.22.2. In cases where an employee had proceeded on a self-sponsored course approved by the Human Resource Management Advisory Committee and in course of training secures funding from the Board, the remittance of 20% training levy by the employee to KVB will apply only for that duration of the

sponsorship. However, sponsorship will not cover any outstanding fees prior to the scholarship.

11.23 Progress Report

The Board shall require the training institutions to submit progress reports on sponsored employees. The frequency of such reports shall depend on the individual courses undertaken.

11.24 Training Reports

11.24.1 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 in the training can be shared with other employees in order to maximize the impact of every training.

11.24.2 Training reports shall be submitted to the Head, Finance, Human Resource Management and Administration within two (2) weeks after the completion of the training.

11.25 Resumption of Duty

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

11.26 Examination Grants

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

- i. The course has been approved by the CEO on the recommendation of the Human Resource Management Advisory Committee;
- ii. The course is directly related to the nature of his substantive post or the post he may occupy on completion of the course;
- iii. The course shall improve the employee's work performance and also enhance his potential for additional responsibilities;
- iv. The employee has completed the course registered for; and
- v. The employee had not been sponsored by the Board for the same course before.

11.27 Refund of Training Expenses

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

- i. If through own acts of omission or commission, unsatisfactory conduct and general indiscipline, the employee displays unsatisfactory progress and is consequently discontinued from the course; or
- ii. If he fails to resume duty at the expiry of the course without reasonable excuse.

11.28 Conference and Seminars

Employees attending conference, 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 provisions of this manual.

11.29 Service Bond

11.29.1 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 KVB as specified in Government Circulars issued from time to time.

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

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

11.29.3 The Bond amount will be the total cost of the training.

11.29.4 In case of default, the bondee and/or surety will be required to redeem the Bond amount on pro-rata basis.

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

11.30 Monitoring and evaluation

The Board needs to know what benefit is accruing from its investment of time and money in the training and development of its staff, in order to assess achievement and improve future effectiveness. Information on training and development activity will be reviewed annually.

The review will include consideration of:-

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



SECTION 12: CODE OF CONDUCT

12.1 Policy Statement

- 12.1.1 The policy of the Board is to conduct its activities and transactions with honesty and integrity, and in accordance with moral, ethical and legal standard as provided for in Chapter Six of the Constitution on Leadership and Integrity, Articles 10 and 232; Leadership and Integrity Act, 2012; Public Officers Ethics Act 2003; Anti-Corruption and Economic Crimes Act, 2003; Labour Relations Act, 2007; Employment Act 2007 and any other regulations issued by the Board in consultation with the Government from time to time.
- 12.1.2 The general rules of conduct contained in this section are to be observed by all employees who shall demonstrate loyalty and uphold the dignity of the public office to which they are appointed.
- 12.1.3 Each employee occupies a special position within KVB and will therefore ensure that his conduct both in public and private does not bring the Board into disrepute.
- 12.1.4 In the performance of duty, every employee shall, to the best of his ability, carry out their duties diligently.
- 12.1.5 Employees are required to adhere to their respective professional codes of conduct.
- 12.1.6 Behaviour reflecting unethical business conduct will result to disciplinary action.

12.2 Cooperation and Obedience

An employee shall cooperate with his superiors in the execution of duties for which he is charged and shall render prompt obedience to persons placed over him in discharging such duties.

12.3 Office Hours

12.3.1 All employees will be required to work for 40 hours spread over 5 days in a week. The official working hours for Nairobi and all other regions are as follows:

Monday to Friday: 8.00 am - 1.00 pm
2.00 pm - 5.00 pm

Official working hours for Mombasa and Northern Kenya

Monday to Friday: 7.30am - 12.30pm
2.30pm - 5.30pm

12.3.2 Though the general office hours will be as stated above, utilization of employees outside these hours, when there is need for their services will not be restricted provided the employee renders a minimum of 40 hours per week.

12.4 Rule of Law

An employee of the Board should carry out his duties in accordance with the law and shall not violate the rights and freedoms of any person enshrined under Chapter 4 of the Constitution.

12.5 Public Trust

A Public Office is a position of trust and responsibility vested in a public officer shall be exercised in the best interest of the Board and country.

12.6 Performance of Duties

An employee shall, to the best of his ability carry out the duties of the office efficiently and honestly, in a transparent and accountable manner, keep accurate records and documents and report truthfully on all matters of the Board.

12.7 Professionalism

12.7.1 An employee shall carry out his duties professionally and treat fellow public employees with consideration and respect. He shall also act in a manner that maintains public confidence in the integrity of the office he holds.

12.7.2 An employee who is a member of a professional body shall observe the ethical and professional requirements of that body.

12.8 Financial Probity

12.8.1 An employee shall not:-

- i. Maintain a bank account outside Kenya except in accordance with an Act of Parliament; or
- ii. Seek or accept a personal loan or benefit in circumstances that compromise the integrity of the employee

12.8.2 A non-citizen employee shall not enter into any private arrangement with any bank or financial institution in the country for the purposes of getting any loan without prior approval of the Chief Executive Officer. In signifying his approval in this regard, the Chief Executive Officer will ensure that the employee will be able to honour his obligations in full during the tour of service in which the loan is to be granted.

12.8.3 Before leaving the country on completion of his tour, a non-citizen employee shall be required to certify to the Chief Executive Officer that he has cleared all his financial and other obligations. Any false declaration by an employee in this respect shall render him liable to prosecution under the relevant statutes.

12.9 Pecuniary Embarrassment

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

12.10 Moral and Ethical Requirements

An employee of KVB shall:

- i. Not engage in activities that amount to abuse of office;
- ii. Accurately and honestly represent information to the public; and
- iii. Not discriminate against any person.

12.11 Gifts

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

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

12.11.2 A gift or donation to an employee on a public or official occasion will be regarded as a gift or donation to KVB and shall be delivered to the Chief Executive Officer unless exempted under an Act of Parliament.

12.11.3 Presents from public personages which cannot be refused without being offensive will be handed over to KVB, unless the Chief Executive Officer prior permission has been obtained by an employee to retain the present.

12.11.4 When presents are exchanged between employees of KVB acting on behalf of the Government in ceremonial occasions with other Governments or their representatives, the presents received will be handed over to KVB, and any present in return will be given at the Board's expense.

12.11.5 KVB shall maintain a register of all gifts received and or given by employees.

12.12 Conflict of Interest

12.12.1 A "Conflict of Interest" involves a conflict between the employee's duty and his private interests which would improperly influence the performance of his official duties and responsibilities.

12.12.2 An employee:

- i. Shall use the best efforts to avoid being in a situation where personal interests conflict or appear to conflict with his official duties;
- ii. Shall not hold shares or have any other interest in a Board, partnership or other body, directly or through another person, if holding those shares or having that interest would result in the employee's personal interests conflicting with his official duties;
- iii. whose personal interest conflict with his official duties shall declare the personal interests to the Chief Executive Officer and refrain from participating in any deliberations with respect to the matter;
- iv. shall not award a contract, or influence the award of a contract to:-

- Himself,
 - A spouse or relative,
 - A business associate, or
 - A Board, partnership or other body in which the employee has an interest;
- v. who is serving on a full time basis shall not participate in any other gainful employment;
- vi. shall not allow himself to be influenced in the performance of his duties by plans or expectations for or offer of future employment or benefits and shall disclose, in writing to the Board all offers of future employment or benefits that could place him in a situation of conflict of interest; and
- vii. shall not be engaged by or act for a person or entity in a matter in which the employee was originally engaged in as an employee of KVB, for at least two years after leaving employment.
- 12.12.3 KVB shall maintain a register of conflicts of interest in which an affected employee shall register the particular interests, stating the nature and extent of the conflict.

12.13 Declaration of Income, Assets and Liabilities

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

12.14 Political Neutrality

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

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

12.15 Impartiality

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

12.16 Collections and Harambees

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

12.17 Conduct of Private Affairs

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

12.18 Bullying

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

12.19 Sexual Harassment

12.19.1 An employee shall not sexually harass a member of the public or fellow employee. "Sexually harass" includes doing any of the following, if the person doing it knows or ought to know that it is unwelcome:

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

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

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

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

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

12.20 Nepotism

An employee shall not practice undue favouritism to their relations and close relatives at the expense of the Board.

12.21 Acting through others

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

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

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

12.22 Reporting improper orders

An employee shall report to the Chief Executive Officer, the Board, or any other relevant Government agency, as the case may be, any order required of him that he shall consider improper or unethical.

12.23 Dress Code

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

12.23.2 Employees may put on branded corporate attires on prescribed occasions.

12.24 Media Interviews

An employee, whether on duty or on leave, must not accept to be interviewed on issues affecting KVB on matters of public policy. The spokesperson of the Board shall be the Chief Executive Officer or an officer duly authorized by him.

12.25 Opinion on Foreign Powers

While it is not the desire of KVB to interfere with the liberty of free speech, any lack of discretion on the part of any employee in expressing an opinion on the actions of a friendly foreign power that may embarrass the Kenya Government, may precipitate disciplinary proceedings being taken against the employee.

12.26 Disclosure of Information

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

12.26.2 Individual invitations to give technical advice or present papers should be channelled through the Chief Executive Officer.

12.27 Use of Official Language

The official language for use while conducting the Board's business is English and or Kiswahili.

12.28 Undue Influence

The practice of seeking influence of Members of the Board, Members of the National Assembly or other persons as a means of bringing employees' services to the notice of the Board with a view to consideration for promotion or other favours is disapproved. Any such attempt to obtain such favours is considered irregular and will

not be of advantage to the employee and, on the other hand, may actually be detrimental to his interests.

12.29 Wrongful or Unlawful Acquisition of Property

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

12.30 Foreign Masters

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

12.31 Care of Property

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

12.32 Falsification of Records

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

Section 13: COMPLAINT AND GRIEVANCE PROCEDURE

13.1 Policy Statement

13.1.1 It is the policy of KVB that all employees have a right to voice their complaints.

13.1.2 The Board recognizes the meaningful value and importance of full discussion in resolving misunderstandings and preserving good relations between management and employees.

13.1.3 Accordingly, the following procedure aims to ensure that complaints receive full consideration.

13.1.4 Should a condition exist that an employee feels is unsatisfactory, it is important that they bring it to the attention of the appropriate person in the proper manner.

13.1.5 The objectives of this policy include:-

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

13.2 Procedure

13.2.1 Step 1: Verbal discussion

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

13.2.2 Step 2: Pre-grievance hearing

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

communication should be sent to the Head, Human Resource Management and Administration.

13.2.3 Step 3: Grievance hearing

13.2.3.1 Where the grievance is not resolved at Step 2 or in a case where the Supervisor is the offender, the matter shall be referred to the next level of Supervision. At this stage, the second supervisor will convene a meeting to review the grievance and the response from the first supervisor.

13.2.3.2 The complainant may choose to be accompanied by a colleague. Minutes of the meeting must be recorded. Both the accused and the aggrieved party must provide evidence and the allegations must be clearly stated. There should be adequate time for discussion by both parties.

13.2.4 Step 4: Judgement

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

13.2.5 Step 5: Conclusion

Where the employee is not satisfied with the decision made by Head, Human Resource Management and Administration, he shall appeal to the Chief Executive Officer in writing and the matter shall be discussed by the Human Resource Management Advisory Committee. Where the employee shall not be satisfied with the decision of the Chief Executive Officer, he shall appeal to the Board. The decision of the Board shall be final.

SECTION 14: DISCIPLINE

14.1 Policy Statement

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

14.2 Disciplinary Powers

The power to exercise disciplinary control and removal of employees are vested in the Board. However, the Board may delegate powers of disciplinary control to the Chief Executive Officer as appropriate.

14.3 Disciplinary Committees

- 14.3.1 Disciplinary cases involving employees in Level 1 to Level 4 will be deliberated on by the Board.
- 14.3.2 Disciplinary cases involving employees in Level 5 to 10 will be deliberated on by Human Resource Management Advisory Committee.

14.4 Disciplinary Offences

Disciplinary offences fall under two categories:

- (i) Minor
- (ii) Major

14.4.1 Minor Offences

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

- (i) Malingering;
- (ii) Deliberate go-slow or obstructive work;
- (iii) Unauthorized absence from duty for a period of 24 hours;
- (iv) Loitering and idling during official hours;
- (v) Causing unnecessary commotion;
- (vi) Gossiping and spreading false information;
- (vii) Rumour mongering;
- (viii) Sleeping while on duty; and
- (ix) Hawking goods and wares in offices.

14.4.2 Major Offences

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

- i. Unauthorized absence from duty;
- ii. Disobedience to a Supervisor;
- iii. Any act of insubordination;
- iv. Gross incivility towards a customer;
- v. Use of insults, threats and objectionable language or behaviour towards an employee or client;
- vi. Reporting to work under the influence of alcohol;
- vii. Unauthorized communication to the media;

- viii. Failure to comply with an order, regulation or lawful instruction without sufficient reason;
- ix. Improper disclosure of information to unauthorized person;
- x. Conviction by a court of law for an offence for which he is punished with a term of imprisonment;
- xi. Misuse of stores, equipment, motor vehicles or other property;
- xii. Pecuniary embarrassment;
- xiii. Dishonesty reflecting adversely on the honesty and moral integrity of an employee's duties;
- xiv. Deliberate mis-posting of payments;
- xv. Soliciting and receiving bribes from customers in the name of the Board;
- xvi. Impersonation or receiving money by false pretences;
- xvii. Inefficiency in work performance;
- xviii. Irregular awarding of tenders;
- xix. Tampering with official mails;
- xx. Gross negligence of duty resulting in loss of property or funds;
- xxi. Conspiring with customers to defraud or compromise the interest of the Board;
- xxii. Tampering with files;
- xxiii. Fighting at the place of work;
- xxiv. Sexual harassment at the work place;
- xxv. Continuous lateness at place of work;
- xxvi. Financial embezzlement; and
- xxvii. Fraud.

14.4.2.2 The list of the offences is not exhaustive and the Chief Executive Officer will advise on any other offence not covered herein.

14.5 Disciplinary Procedure

14.5.1 Verbal warning

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

14.5.1.2 Employee's immediate supervisor shall meet the employee and point out the nature of the offence or area of weakness and the improvement required.

14.5.2 Written Warning

14.5.2.1 If the offence is repeated after the verbal warning, the supervisor will report the case to the Head, Human Resource Management and Administration, who will issue a warning letter to the employee. The employee shall be required to respond in writing that he has read and understood the contents of the letter.

14.5.2.2 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.

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

14.5.2.4 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.

14.5.2.5 If the offence is repeated or the failure not corrected or should the employee commit an offence of similar severity, action to dismiss the employee shall be initiated.

14.5.2.6 There may be exemptions to the formal disciplinary procedures. In certain cases, the misconduct might be serious enough to justify only one written warning which will act as the first and final warning.

14.5.2.7 In certain cases, the misconduct might be serious enough to justify dismissal without any warning.

14.5.3 Show Cause Letter

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

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

14.5.4 Interdiction

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

14.5.4.2 An employee who is interdicted shall be eligible for half ($\frac{1}{2}$) of his/her basic salary with full allowances and medical benefits.

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

14.5.4.4 Where disciplinary or criminal proceedings have been taken or instituted against an officer under interdiction and such an employee is neither dismissed nor otherwise punished under these regulations, any salary withheld shall be restored to him upon the termination of such proceedings with effect from the date the salary was stopped.

14.5.5 Suspension

14.5.5.1 Where an employee has been charged with a criminal offence or gross misconduct which can lead to dismissal, the employee shall be suspended from the exercise of his duties by the Chief Executive Officer pending consideration of the case.

14.5.5.2 An employee may also be suspended by the Chief Executive Officer to allow investigations to be conducted in a case where proceedings may lead to his dismissal.

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

14.5.5.4 Suspensions shall not exceed six (6) months, within which time investigations should be completed and disciplinary action determined.

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

14.5.5.6 Suspension shall be lifted by the Chief Executive Officer on recommendation of the Human Resource Management Advisory Committee.

14.5.6 Absence from Duty

14.5.6.1 Where an employee is absent from duty without leave or reasonable or lawful cause for a period exceeding twenty four (24) hours, and is not traced within a period of ten (10) days from the commencement of such absence, the employee's salary shall be stopped and action to dismiss the employee initiated.

14.5.6.2 The employee shall be addressed a 'show cause' letter through his last known address by registered post.

14.5.6.3 If the employee does not resume duty or respond to the 'show cause' letter within a period of twenty one (21) days, from the date of the show cause letter', the case shall be referred to the Human Resource Management Advisory Committee for summary dismissal.

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

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

14.5.7 Absence from Duty on Account of Illness

14.5.7.1 An employee who is absent from duty on grounds of illness shall produce proof of sickness/sick leave certified by a medical practitioner on resumption of duty. The employee shall also make every effort to notify the office of his sickness.

14.5.7.2 Should the employee fail to produce a medical certificate or to give satisfactory explanation for the absence, he shall be considered to have been absent without permission and his case shall be dealt with in accordance with the relevant disciplinary provisions.

14.5.8.1 Dismissal

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

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

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

14.5.8.4 In conveying the decision of the dismissal, the employee shall be informed of his right of appeal to the Board within six (6) weeks from the date of the letter signifying dismissal.

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

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

14.5.9 Appeals

14.5.9.1 An employee who is dissatisfied with a decision made by the Chief Executive Officer may appeal to the Board within a period of thirty days from the date of the letter conveying such decision provided that the Board may consider an appeal that is made out of time if in the opinion of the Board, the circumstances warrant such consideration.

14.5.9.2 The Board shall entertain only one appeal in each case.

14.5.10 Defence of Officers in Criminal and Civil Suits

14.5.10.1 When criminal or civil proceedings are instituted against an employee as a result of an act of omission by him in the course of his official duties, he may apply to the Chief Executive Officer for assistance in his Defence.

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

14.5.10.3 Employees who have applied for Defence shall not themselves brief their private advocates and subsequently apply for Government assistance. Unless the proper procedure is followed, the Attorney General may decline to provide support to the employee. It is further emphasized that speed is of essence in reporting such cases to the Attorney General.

14.5.11 Civil Proceedings by Officers for Defamation

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

14.5.11.2 Where such a case occurs, the employee may apply for legal aid through the Chief Executive Officer to the Attorney General. Legal aid will not be granted unless:

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

14.5.12 Court Summons

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

14.5.13 Private Civil Cases

14.5.13.1 An employee who is summoned to court at the request of a private individual, or in connection with a civil case in which the Board has no interest will make his own travel and leave arrangements.

14.5.13.2 The employee will, however, be expected to inform the Chief Executive Officer of the civil case.

14.5.14 Civil Suit

When a criminal/civil suit is brought against an employee as a result of his official position or act of omission or commission done by him in the course of his official duty, the Board will provide legal representation.

14.5.15 Surcharge

14.5.15.1 This formal disciplinary punishment will be applied to minor disciplinary offences. The Board may resolve to surcharge an employee on account of misappropriation of money, misuse of property, malicious damage or misuse of the same.

14.5.15.2 The Board or the Human Resource Management Advisory Committee may resolve to surcharge the employee in full or an amount proportionate to the offence.

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

14.5.15.4 Surcharge cases should be implemented as follows:

- i. In monthly instalments that shall not exceed 25% of employee's monthly basic salary;
- ii. At termination or expiry of contract, any outstanding amount of surcharge will be settled from the employee's terminal dues; and
- iii. The employee will sign an undertaking to the effect that on termination or expiry of the contract period, any outstanding amount will be recovered from his terminal dues. The undertaking will remain in force after the separation of the employee from the Board, until the full amount of surcharge is paid.

SECTION 15: SEPARATION

15.1 Policy Statement

15.1.1 The Board is committed to ensuring a smooth exit for employees

15.1.2 The Board shall ensure that any benefits due to an employee leaving the Board is processed and paid on time.

15.2 Forms of Exit

15.2.1 An employee may exit the Board under the following circumstances:-

- (i) Resignation
- (ii) Termination
- (iii) Dismissal
- (iv) Retirement on:-
 - (a) Mandatory Retirement Age
 - (b) Under the “50 Year Rule”
 - (c) Medical grounds
 - (d) Re-organization and abolition of office
- (v) Death

15.2.2 In cases of exit, the Head, Finance, Human Resource Management and Administration shall ensure that exit interviews are conducted.

15.3 Resignation

15.3.1 Employees may resign voluntarily from KVB Board by giving at least one (1) month notice or paying one month's salary in lieu of notice. Any employee wishing to resign should submit his resignation in writing to the Chief Executive Officer stating the reasons for resignation and the effective date of resignation. Employees who resign after providing adequate notice as explained above will be entitled to benefits, accrued leave, and pension/gratuity as may be applicable.

15.3.2 Employees on probation will be required to give a minimum period of one month notice or pay equivalent salary in lieu of notice.

15.3.3 Notice of intention to resign shall not be given when an employee is out on leave.

15.3.4 An employee who resigns will cease to belong to the Board's medical insurance scheme with effect from the date of resignation.

15.3.5 On resignation, an employee will be required to refund all outstanding monies/liabilities owed to the Board. Any amount due to the employee may be withheld and applied towards any sums due to him. If any liabilities are outstanding, the matter will be referred to the Attorney-General for legal redress.

15.3.6 The Chief Executive Officer shall confirm acceptance of resignation in writing.

15.4 Termination of Contract

15.4.1 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.

15.4.2 An employee whose contract shall be terminated shall be paid service gratuity on pro-rata basis.

15.5 Dismissal

An employee who is found to have committed the offences spelt out in Employment Act, 2007 will be summarily dismissed from employment.

15.6 Retirement

15.6.1 Mandatory Retirement on Age Grounds

Employees will be required to retire from KVB on attaining the mandatory retirement age of 60 years. However, employees who are physically challenged will retire on attainment of sixty (65) years of age.

15.6.2 Retirement under "50 Year Rule"

15.6.2.1 An employee, on attaining the age of 50 years may elect to retire any time thereafter, or may be required to retire by the Board at any time thereafter.

15.6.2.2 An employee will normally be required to give six (6) months' notice of his intention to retire under the "50 year" rule, and the Board will normally give a similar period of notice to any employee to whom it is intended to apply this provision.

15.6.2.3 If the Chief Executive Officer considers that the employee should be called upon to retire on or after attaining 50 years of age, he shall advise the employee in writing that his compulsory retirement is under consideration asking him whether or not he wishes to retire voluntarily or whether or not he wishes to make any representations of a personal nature against such compulsory retirement. The Chief Executive Officer will forward such representations together with his own recommendation to the Board for a decision.

15.6.3 Retirement on Medical Grounds

15.6.3.1 Where it appears to the Chief Executive Officer that an employee is unfit for continued service on medical grounds, he shall forward the case to the D Director of Medical Services to convene a Medical Board. The employee may thereafter, be retired on medical grounds.

15.6.3.1 Retirement on medical grounds will be ratified by the Board.

15.6.4 Retirement on Abolition/Re-organization of Office

An employee may be retired either on abolition of the office he holds or upon the reorganization of the office for efficiency in service delivery. Such action shall be approved by the Board.

15.7 Death

15.7.1 In the unfortunate event of an employee's death, the Board will provide financial assistance to the next of kin as provided in this Manual.

15.7.2 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.

15.8 Indemnity Certificate

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 Board.

15.9 Certificate of Service

An employee leaving employment will be issued with a Certificate of Service as provided for in the Employment Act, 2007 of the Laws of Kenya.

15.10 Exit Interviews

15.10.1 Where an employee resigns from KVB voluntarily, an exit interview shall be conducted.

15.10.2 The results of the interview shall be documented and kept in the Staff Exit Interviews file for reference.

15.11 Retirement Benefits

KVB has a contributory Pension Scheme for pensionable employees. The Board contributes to the Scheme 20% of an employee's basic salary while the employee contributes 10%.

15.12 Payment of Service Gratuity

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

SECTION 16: HEALTH, SAFETY AND ENVIRONMENT

16.1 Policy Statement

- 16.1.1 KVB recognizes the need to have a healthy and safe working environment and commits itself to the achievement of the highest standards of health and safety in the workplace. In addition it will strive to minimize health, safety hazards and risks that may affect its employees.
- 16.1.2 In this regard, the Board shall implement policies and programmes that assure employees protection from 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.
- 16.1.3 The Board shall undertake regular health and safety consultation with staff and their representatives and, where necessary with contractors and suppliers of equipment and services, to ensure that occupational health and safety management is of the highest standard.
- 16.1.4 The Board will avail a comprehensive range of programs to staff to support their health, safety and wellbeing and the return to work of ill or injured staff, including ensuring that training and instruction is provided to staff in line with their roles and responsibilities.

16.2 Guidelines to General Safety

- 16.2.1 KVB shall maintain healthy and safe working conditions to ensure there is no personal injury caused by accidents by among others:
- (i) Controlling health & safety risks arising from work activities;
 - (ii) Providing a safe place of work with safe means of entry and exit;
 - (iii) Ensuring Safe equipment and systems of work;
 - (iv) Availing necessary information, instruction, training and supervision to protect safety and health at work.
- 16.2.2 Employees have a responsibility to ensure 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.

16.3 Emergency Preparedness

16.3.1 KVB shall put in place measures to prevent and militate against incidents such as accidents, explosions, fires, floods and bomb threats, prepare and outline procedures to be followed in such events.

16.3.2 The Chief Executive Officer shall have a responsibility of ensuring that all employees and visitors are informed of and are fully conversant with the emergency procedures.

16.4 Fire Precautions

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

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

16.5 Fire Prevention

16.5.1 The Ministry responsible for Public Works is responsible for ensuring that new buildings under construction are provided with adequate fire cover. However, the Board shall be responsible for the subsequent replacement of portable equipment and provision of refill for such equipment with advice from Fire Officers and the Occupational Safety and Health Officers.

16.5.2 Alterations shall not be carried out on buildings without prior consultation with the Fire Officers and the Occupational Safety and Health Officers. Any means of escape from a building shall be kept clear of any obstruction which would make it difficult for occupants of the building to escape in case of fire.

16.5.3 No hazardous or highly inflammable materials shall be stored in buildings without the approval of the Principal Fire Officer or County Fire Officers in compliance with the OSHA, 2007.

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

16.5.5 KVB shall have a Safety and Health Committee headed by a responsible employee and constituted in accordance with OSHA, 2007.

16.5.6 Fire Officers may recommend any measures which they deem necessary for purposes of safety. It is the responsibility of the employee to whom such recommendations are addressed to ensure that appropriate steps are taken to implement the measures with minimum delay.

16.5.7 The Chief Executive Officer should ensure that:-

- (i) Firefighting teams are formed;
- (ii) Firefighting teams and all employees are trained; and
- (iii) Firefighting drills are conducted at least once in every twelve months in accordance with the requirement of the OSHA, 2007.

16.6 Notification of Fires

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

16.6.2 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.

16.6.3 All KVB buildings shall be fitted with fire detectors, alarms, water storage tanks and pumps dedicated to firefighting only and separate from the normal water supply.

16.7 Provision of Protective Clothing and Uniform

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

16.8 Safe Use of Potentially Dangerous Equipment

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

16.9 Compensation in case of Injury or Death

Only accidents and occupational diseases arising out of and in the course of an employee's employment resulting to injury or occupational disease or death are compensable in accordance with provision of Work Injuries Benefits Act (WIBA).

16.10 Group Personal Accident Policy

16.10.1 The Board shall insure all employees against an injury as stipulated in Group Personal Accident (GPA) cover.

16.10.2 The GPA covers permanent bodily injury or death arising from bodily injury caused solely by violent external visible means and provided such death occurs not later than six (6) calendar months after the accident.

16.10.3 The GPA provides a 24 hour cover to employees whether within or outside the country.

16.10.4 A claimant should not be compensated twice for the same loss under GPA and WIBA.

16.10.5 Details on conditions for compensation and exclusions are found in the GPA Policy.

16.10.6 Any claim submitted after one year will be time barred and will not be accepted as liability.

16.10.7 All claims under GPA should be reported by the insured, dependants or nominee in writing.

16.11 Group Life Policy

The Board shall insure all employees as stipulated in Group Life Policy.

16.12 Reporting of Accident and Occupational Diseases

16.12.1 Immediately a 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 1, should be completed in triplicate.
- ii. The forms should then be dispatched to the Occupational Safety and Health Officer of the region in which the accident occurred 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.

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

16.12.3 The CEO may either request the Director of Medical Services to convene a Medical Board for reassessment of the Board'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

16.13 Compensation Payable during Sick Leave under WIBA

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

16.14 Reporting Injury, Serious Illness or Death

16.14.1 In case of an employee's injury, serious illness or death, an immediate report by telephone, or special means including e-mail should be made to the Chief Executive Officer, stating relevant particulars of the employee.

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

16.14.3 In case of death, a death certificate should be submitted as soon as possible to facilitate processing of final dues.

16.14.4 The accident should also be reported to the officer in charge of Occupational Safety and Health Services within 24 hours in accordance with the requirement of the Occupational Safety and Health Act, 2007.

16.15 Protection of the Environment

16.15.1 The Board shall take appropriate measures to protect and ensure a safe working environment for its employees.

16.15.2 All employees shall endeavour to protect the environment in the performance of their duties.

16.15.3 All actions that contribute to the air, water and general environmental pollution should be prevented or minimized.

16.15.4 No employee shall be permitted to smoke tobacco or tobacco products while in KVB's premises except in the designated area.

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

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

16.16 First Aid Kit

The Board shall provide First Aid Kits in strategic points and in all vehicles. The standard First Aid Kit should have:-

- (i) Antiseptic disinfectant/cream
- (ii) Adhesive plaster
- (iii) Dressing materials

- (iv) Pain killers
- (v) Dissecting kit
- (vi) Snake bite reliever (for field officers)

16.17 Occupational Safety

16.17.1 Objectives of Occupational Health and Safety

KVB will be guided by the Occupational Safety and Health Act (2007). The Board goal in occupational health and safety is to proactively take preventive measures to assure employees and other stakeholders of a safe and good working environment, free of accidents, injuries or ill-health.

16.18 General Safety and Environment Issues at the workplace

To achieve the above stated objective, the Board seeks to ensure that:-

- i. Employees have access to basic understanding of policy; responsibilities for Health and Safety (H & S) at work are all documented; there are up-to-date H & S risk assessments and fire risk assessments.
- ii. The provision of necessary H & S information, instruction and training is systematically undertaken and there is provision and correct use of necessary personal protective equipment (PPE) at all times.
- iii. Arrangements for emergency response/evacuation, first aid and occupational health are made and known and there exists documented procedures/safe systems of work, where necessary to establish and maintain a safe and healthy working environment.
- iv. H & S control arrangements for clients and visitors are documented and known and communication and consultation with employees on H & S issues is consistent throughout the organization.
- v. There is consistent monitoring, investigation and reporting of any incidents, accidents or occupational ill-health; and corrective and preventative actions where any incidents, accidents or occupational ill-health occur are a priority.

16.19 Accident Reports

- i. Accidents occurring within the Board premises must be promptly reported to Directors or heads of departmental.
- ii. The occupational accident report form should be completed as soon as injured persons have been attended to and the consequences of the accident ably managed.

- iii. The accident report is used to facilitate investigations, enable data on safety issues to be maintained, facilitate the processing of any insurance claim, and ensure effectiveness of future safety audits.

16.20 Health and Safety Committee

It is a legal requirement for every organization to have a Health and Safety Committee. The Board will ensure establishment and correct operation of this committee as per the legal provisions.

16.21 Safety Audits

Third party contractors perform regular audits of all safety measures, equipment, fire exits, among others, to ascertain the extent to which the Board's Health and safety measures meet desired standards and legislation. Staff may be required to participate in safety-related activities, whenever called upon to do so.

16.22 Environment Protection

The Board will consistently pursue environment friendly practices and encourage all stakeholders associated with them to help protect the environment through correct operational practices.

16.23 Drug and Substance Abuse

Employees impaired by alcohol or others drugs during working hours may pose safety and health risks to themselves and to others. The Board recognizes its obligation to address this issue. The following rules will apply:-

- i. The Board premises are non-smoking zones.
- ii. Alcohol or other drugs use on the job is unacceptable and is an offence which may lead to a disciplinary action.
- iii. Employees whose abilities are impaired due to drug and substance abuse, and are unable to perform their duties as required shall be liable to disciplinary action.
- iv. Should an employee be required to undergo alcohol/drug treatment, whether voluntary or mandatory, his/her absence is handled in accordance with existing leave policies and benefit plans. It remains the responsibility of the employee to meet established work standards;
- v. Counselling and other treatment may be offered by KVB where appropriate;

- vi. Employees convicted of drug or substance abuse or related charges by the legal system in the country shall be liable to disciplinary action, if such conviction puts Board's image into disrepute.

16.24 Security at the Workplace

16.24.1 The Board recognizes that secure operations are dependent upon employee participation, commitment and accountability. All security activities must adhere to the general principles laid down in KVB policies.

16.24.2 These are elaborated below to provide the basis on which KVB activities shapes the direction and conduct of security;

- i. All Board activities must have due regard to the security and protection of employees. Prevention must be the first priority.
- ii. Preparedness is essential to mitigate incidents rapidly and effectively. Response plans should be developed for continuity purposes.
- iii. All incidents, including security breaches and irregularities must be reported and recorded. Corrective action should be taken and followed up through regular verification to improve the overall security standards.
- iv. Security personnel are authorized to screen all traffic at the gate so as to ensure that all persons entering the compound are duly authorized to do so.
- v. All staff members are issued with the Board's staff ID cards. They may, from time to time, be requested to produce their ID cards for verification.
- vi. Gate security personnel are authorized to perform checks on motor vehicles as they enter or leave the premises.

SECTION 17: OFFICIAL COMMUNICATION

17.1 Policy Statement

17.1.1 This Section spells out the basic rules for effective communication through correspondence and other means. It provides for expeditious treatment of communication within the prescribed rules and gives a brief guide for use of a variety of other communication media.

17.2 Forms of Correspondence

17.2.1 Great importance shall be attached to the expeditious treatment of all communication received by the Board. Every communication requiring a response but which cannot be answered at once should be acknowledged promptly on receipt. The necessary consultations should then be finalized and appropriate reply dispatched in not more than seven (7) days unless it can genuinely be established that such consultations require a longer period.

17.2.2 Correspondence within the Board should be as concise as possible, indicating the general background to the issue and advice or decision sought on the issue.

17.2.4 Each correspondence should be confined as far as possible to a single subject under an appropriate and summarized heading.

17.2.5 The reference number and date of the last communication, if any, from the writer and from the person addressed on the same subject should be given.

17.2.6 Documents received in foreign languages should be referred to the State Department responsible for Foreign Affairs for official translation, if necessary.

17.2.7 Enclosures in foreign languages should be accompanied by a certified translation or in the case of documents of minor importance, by a summary of the contents.

17.2.8 Any information relating to Board business should not be communicated to the general public without the sanction of the Chief Executive Officer.

17.2.9 When decisions of the Board have to be conveyed to non-governmental bodies or to members of the public, they should be communicated as the

decisions of the Board, and not as those of an individual employee or Department.

17.2.11 the responsibility of ensuring that correspondence reaches its destination rests with the sender.

17.2.12 all communication should have reference numbers for identification and control purposes.

17.3 Communication by Employees

17.3.1 All employees shall communicate to the Chief Executive Officer through their Heads of Department.

17.3.2 The accepted modes of communication at the Board include: - email, telephone, website, letters, circulars, memoranda (memos), publications and deliberations at meetings.

17.3.3 All communication to the Board shall be through the Chief Executive Officer.

17.3.4 An employee shall not be allowed to take extracts or make copies of minutes or correspondence, unless such correspondence is expressly addressed to the employee personally.

17.3.5 Indulgence by employees in communication sites and modes that are of no benefit to the Board during working hours should be avoided.

17.4 Classified Correspondence

17.4.1 The Board will develop a Security Manual containing instructions regarding classified correspondence.

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

17.4.3 The Chief Executive Officer will be held responsible for ensuring that the most careful attention is paid to security matters in all offices.

17.4.4 The attention of all employees having access to classified information should be particularly drawn to the Security Manual regularly.

17.5 Memoranda for the Board

A memorandum intended for consideration of the Board must be signed by the originator concerned and submitted in original to reach the Secretary to the Board at least seven days before the meeting at which it is to be considered.

17.6 Memos and Circulars

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

- i. All circulars letters, and memos, shall be done using relevant subject file and folioed accordingly;
- ii. Circulars shall be used for communication with external stakeholders to inform on policies and new developments;
- iii. Circulars shall be issued only by the Chief Executive Officer;
- iv. Memos shall be used for communication within the Board;
- v. Members of staff should be briefed on the contents of such memos, circulars through regular staff meetings, Notice Boards, internet, bulletins and internal publications;
- vi. Any circular, letter, and memo should be initialled by the person drafting it to allow ownership and traceability;
- vii. The action and receiving officers should sign off the relevant files in use to allow for traceability; and
- viii. All correspondences should be channelled through the immediate supervisors.

17.7 Publicity/Broadcasts

17.7.1 The Chief Executive Officer shall liaise with the public relations office for any information he wishes to communicate to the public through the media.

17.7.2 The public relations office will assist in the preparation of the material for publicity in a form most suitable to the media but it will be the responsibility of the Chief Executive Officer to ensure accuracy before any material is issued.

17.7.3 An employee shall not issue statement(s) to the media on official matters without prior approval of the Chief Executive Officer.

17.7.4 An employee shall not, except with the express permission of the Chief Executive Officer, 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.

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

17.7.6 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 Chief Executive Officer and a draft of the proposed article or speech submitted for approval.

17.7.7 An employee, whether on duty or on leave, must not accept to be interviewed on issues affecting the Board on matters of public policy. The spokesperson of the Board shall be the Chief Executive Officer or an officer duly authorized by him.

17.8 Political Views

An employee will be entitled to his own views on political matters but is not permitted to express those views publicly.

17.9 Opinion on Foreign Powers

While it is not the desire of the Board to interfere with the liberty of free speech, any lack of discretion on the part of any employee in expressing an opinion on the actions of a friendly foreign power that may embarrass the Kenya Government, may precipitate disciplinary proceedings being taken against the officer.

17.10 Use of modern means of communication

For faster communication, the Board shall adopt modern means of Communication such as use of e-mail, fax, website and telephones.

17.11 Use of Password

Where data is of a confidential nature and electronically stored, an employee to whom passwords are entrusted shall take precautions to keep them confidential and safeguarded.

17.12 Annual Reports

17.12.1 Annual reports are intended to be a record of work done during the period under review and should be concerned with assessing whether Board programmes, performance contracts, functions and activities have led to achievement of stated objectives or goals during the year in question.

17.12.2 Annual Reports should therefore, include the following information:

- i. A descriptive statement giving background information about a programme, function or an activity which should include elements such as cost, time span, size and schedule.
- ii. A statement of intended objectives which were to be achieved after implementation;
- iii. Environmental influences/factors during implementation;
- iv. Outcomes/Impacts in relation to the originally stated objectives;
- v. An analysis on whether the activity in question has been managed efficiently and effectively as planned; and
- vi. Recommendations and suggestions for future improvement of Board policies and programmes

17.12.3 Where feasible, the Board shall publish one Report covering all the operational areas within the Board.

17.12.4 The result of research or scientific investigations should be published in scientific journals, or as separate monographs, and not in annual reports. The reports should, however, include a reading list referring to these separate publications.

17.12.5 Annual Reports will be prepared on the basis of a financial year.

17.12.6 Annual Reports should not be published without prior sanction of the Board.

17.13 Research Approvals

An employee or a member of the public wishing to undertake research on any aspect of the Board will be required to seek approval of the Board.

17.14 Kenya Gazette

17.14.1 All communication for publication in the Kenya Gazette should reach the Government Printer not later than Friday of the week before publication is desired.

17.14.2 The Board shall approve material for gazettelement and will meet the cost of advertising in the Kenya Gazette.

17.15 Official Seals and Stamps

17.15.1 The use of official seals and stamps in the Board must be confined strictly to official requirements.

17.15.2 Applications by private persons for impressions of official seals shall not be allowed.

17.15.3 The official seals and stamps shall be kept under the custody of a senior officer designated for the purpose by the Chief Executive Officer who shall be accountable for their custody and appropriate use.

SECTION 18: EMPLOYEES' RECORDS

18.1 Policy Statement

This policy is established to protect and safeguard the privacy of employee's personal information to the fullest extent possible.

18.2 Policy

18.2.1 The Board collects, maintains and uses employee's personal information in such a manner as to ascertain its accuracy and relevancy, preserve the confidentiality of the information, serve KVB needs, and conform to applicable legal requirements.

18.2.2 To preserve privacy, only those who have a legitimate "need to know" may have access to employee's information.

18.2.3 Personal files should be reviewed to ensure that only pertinent and necessary data is kept. Personal files for each employee are retained in accordance with the established record retention schedule. The personal file should contain only documents that pertain to and are officially used to record or effect qualification for employment, promotion, compensation, medical Information, disciplinary action or termination such as:

- i. Applications for Employment and personal history forms;
- ii. Curriculum vitae/resumes;
- iii. Copies of certificates, both academic and professional;
- iv. Copy of identity card/passport;
- v. Driver's license
- vi. Letters of Employment, acceptance letters and testimonials/referees;
- vii. Letters on promotion
- viii. Copy of birth certificate,
- ix. Data sheets;
- x. Attendance records;
- xi. Fringe benefits information;
- xii. Performance evaluations;
- xiii. Leave applications and approvals records;
- xiv. Disciplinary records.
- xv. Retirement records;
- xvi. Termination/separation information;

18.2.4 As far as possible, all personnel data will be electronically stored.

18.3 Access to Personal information

An employee may write to the Chief Executive Officer requesting for personal information from their files to be provided to a third party. The information may be sent to the third party or forwarded to the employee depending on nature of the information.

18.4 Reporting Changes in Personal Records

18.4.1 Each employee is required to report any change in name, address, telephone number, marital status and number of dependants.

18.4.2 In addition, the employee will submit any award newly earned such as certificates and degrees to their supervisor and the Head, Human Resource Management and Administration.

LIST OF APPENDICES

Appendix 1: Medical Certificate Form on Appointment

(To be completed in DUPLICATE)

KENYA VETERINARY BOARD



PART I

Kenya Veterinary Board

P.O. Box 513-00605

UTHIRU-NAIROBI

Tel: 0722 305253

Email: info@kenyavetboard.org

To: The Medical Officer i/c.....

Name: *Dr/Mr/Miss/Mrs..... is sent herewith for medical examination as a candidate for *permanent/contract appointment to ascertain his health status.

Signature:.....

Designation:.....

Date:.....

PART 2

CERTIFICATE OF MEDICAL EXAMINATION

I HEREBY CERTIFY that I have this day examined the above-named candidate and that in my opinion *he/she is *fit/unfit for *permanent/contract appointment.

Medical Officer (Name):.....

Signature:.....

Medical facility:.....

Date:.....

Notes

Part 1 of the form to be completed in duplicate by the officer sending the candidate for examination

Part 2 of the form to be completed by the Medical officer, who will return one copy to the Kenya Veterinary Board which sent the candidate.

Particulars on reverse to be filled in by candidate before appearing for Medical Examination *Delete whichever is applicable

Candidate's full name (in BLOCK letters).....

The following questions to be answered by the candidates:

1. Have you ever been an in-patient in hospital or nursing home suffering from any disease or injury? If so, give dates, state nature of the disease or injury, which hospital or nursing home. Name of Medical Officer(s) who treated you and whether an operation was performed.

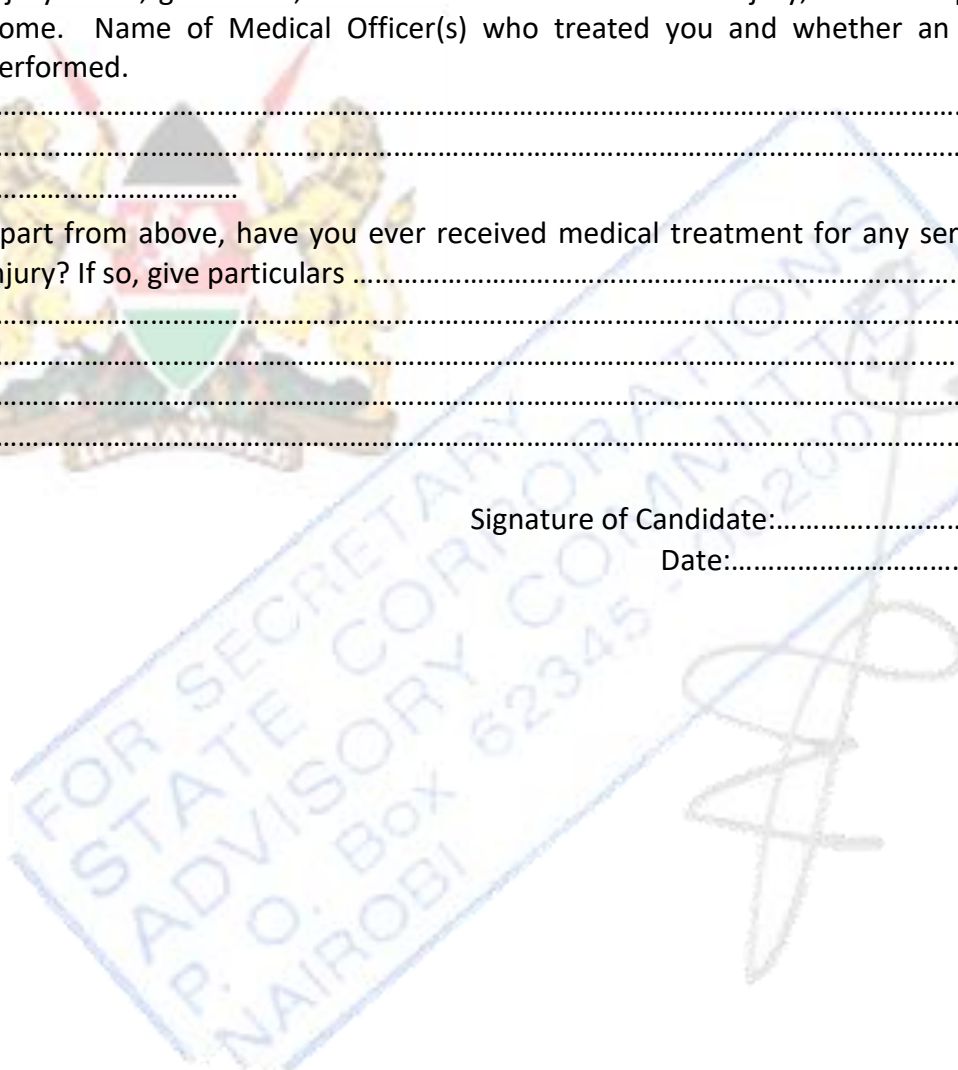
.....
.....
.....

2. Apart from above, have you ever received medical treatment for any serious disease or injury? If so, give particulars

.....
.....
.....
.....

Signature of Candidate:.....

Date:.....



Appendix II: Next of Kin Form

KENYA VETERINARY BOARD

Kenya Veterinary Board

P.O. Box 513-00605

UTHIRU-NAIROBI

Tel: 0722 305253

Email: info@kenyavetboard.org

PARTICULARS OF OFFICERS

Surname:

Other names:

Appointment:

PARTICULARS OF NEXT-OF-KIN

Full Name:

ID Number:

Address:

Email address:

Telephone Number:

Relationship to employee:

PARTICULARS OF ALTERNATE NEXT-OF-KIN

(In case the person named above cannot be traced)

Full Name:

ID Number:

Address: Email

address:

Telephone Number:

Relationship to employee:

Signature of Officer:

Station:

Date:

PARTICULARS SHOULD BE TYPED OR WRITTEN LEGIBLY IN BLOCK LETTERS

Appendix III: Declaration of Secrecy Form

REPUBLIC OF KENYA

OFFICIAL
SECRETS ACT,
1968 (Cap 187)

DECLARATION

To be signed by employees on Appointment

My attention has been drawn to the provisions of the Official Secrets Act, 1968, which are set out on the back of this document, and I am fully aware of the serious consequences which may follow any breach of these provisions.

I understand that the sections of the Official Secrets Acts set out on the back of this document, cover material published in a speech, lecture, or radio or television broadcast, or in the Press, or in book form. I am aware that I should not divulge any information gained by me as a result of my appointment, to any unauthorized person, either orally or in writing without the previous official sanction in writing of the Department appointing me, to which written application should be made and two copies of the proposed publication be forwarded. I understand also that I am liable to be prosecuted if I publish without official sanction any information I may acquire in the course of my tenure of an official appointment (unless it has already officially been made public) or retain without official sanction any sketch, plan, model, article, note or official documents which are no longer needed for my official duties, and that these provisions apply not only during the period of my appointment but also after my appointment has ceased.

Signed.....

Witnessed.....Date

EXTRACTS FROM THE OFFICIAL SECRETS ACT, 1968

Part II, section of the Official Secrets Acts, 1968, provides as follows:

3. (1) Any person who, for any purpose prejudicial to the safety or interests of the Republic – (a) approaches, inspects, passes over, is in the neighborhood of or enters a prohibited place; or
- (b) makes any plan that is calculated to be or might be or is intended to be directly or indirectly useful to a foreign power or disaffected person; or
- (c) obtains, collects, records, publishes or communicates in whatever manner to any other person any code word, plan, article, document or information which is

calculated to be or might be or is intended to be directly or indirectly useful to a foreign power or disaffected person, shall be guilty of an offence.

2. Any person who takes a photograph of a prohibited place or who takes a photograph in a prohibited place, without having first obtained the authority of the officer in charge of the prohibited place, shall be guilty of an offence.
3. Any person who has in his possession or under his control any code word, plan, article, document or information which –
 - (a) relates to or is used in a prohibited place or anything in a prohibited place; or
 - (b) has been made or obtained in contravention of this Act; or
 - (c) has been entrusted in confidence to him by any person holding office under the Government; or
 - (d) has been entrusted in confidence to him owing to his position as a person who holds or has held a contract made on behalf of the Kenya Veterinary Board or a contract the performance of which in whole or in part is carried out in a prohibited place or as a person who is or has been employed under a person who holds or has held such an office or contract, and who for any purpose or in any manner prejudicial to the safety or interests of the Republic-
 - (i) uses the code word, plan article, document or information; or
 - (ii) retains the plan, article or document in is possession or under his control when he has no right so to retain it or when it is contrary to his duty so to retain it, or fails to comply with all directions issued by lawful authority with regard to its return or disposal, shall be guilty of an offence.
4. Any persons who, having in his possession or under his control any plan, article, document or information that relates to munitions of war, communicates it directly or indirectly to any foreign power, or to any other person for any purpose or in any manner prejudicial to the safety or interests of the Republic, shall be guilty of an offence.
5. Any person who receives any code word, plan, article, document or information knowing or having reasonable grounds for believing at the time when he receives it, that the code word, plan, article, document or information is communicated to him in contravention of this Act, shall be guilty of an offence, unless he proves that the communication to him of the code word, plan, article, document or information was contrary to his wishes.
6. Any person who has in his possession or under his control any code word, plan, article, document or information of a kind or in the circumstances mentioned in paragraphs (a) to (d) inclusive of subsection (3) of this section, and who –
 - (a) communicates the code word, plan, article, document or information to any person, other than a person whom he is authorized to communicate it or to whom it is duty to communicate it; or

- (b) retains the plan, article or document in his possession or under his control when he has no right so to retain it or when it is contrary to his duty so to retain it, or fails to comply with all directions issued by lawful authority with regard to the return or disposal thereof; or
- (c) Fails to take reasonable care of, or so conducts himself as to endanger the safety of, the code word, plan article document or information, shall be guilty of an offence and liable to imprisonment for a term not exceeding five years.

7. Any person who –

- (a) allows any other person to have possession of any official document issued for his use alone, or communicates to any other person any code word so issued; or
- (b) without lawful authority or excuse, has in his possession any official document or code issued for the use alone of some person other than himself; or
- (c) On obtaining possession of any official document by finding or otherwise neglects or fails to restore it to the person or authority by whom or for whose use it was issued or to a police officer, shall be guilty of an offence and liable to imprisonment for a term not exceeding five years.

Part IV, section 20 of the Official Secrets Act, 1968, provides as follows:

20. Any person who is guilty of an offence under this Act for which no penalty is specifically provided shall be liable to imprisonment for a term not exceeding fourteen years.

Appendix IV: Declaration on leaving the Service

REPUBLIC OF KENYA

OFFICIAL SECRETS ACT (Cap. 187)

DECLARATION

To be signed by employees on leaving the Service

My attention has been drawn to the provisions of the Official Secrets Acts, Chapter 187, which are set out on the back of this document, and I am fully aware that serious consequences may follow any breach of those provisions.

I understand:

- 1) that the provisions of the Official Secrets Act apply to me after my appointment has ceased;
- 2) that all the information which I acquired or to which I have had access owing to my official position is information which is covered by section 3 of the Official Secrets Act, Chapter 187, and that the Official Secrets Act applies to all such information which has not already officially been made public;
- 3) that the sections of the Official Secret Act set out on the back of this document cover material published in a speech, lecture, radio or television broadcast or in the Press or in book form or otherwise, and that I am liable to be prosecuted if either in Kenya or abroad I communicate, either orally or in writing, including publication in a speech, lecture, radio or television broadcast or in the Press or in book form or otherwise, to any unauthorized person any information acquired by me as a result of my appointment (save such has already officially been made public) unless I have previously obtained the official sanction in writing of the Department by which I was appointed;
- 4) that to obtain such sanction, two copies of the manuscript of any article, book, play, film, speech or broadcast, intended for publication, which contains information which I have acquired or to which I have had access owing to my official position, or of any material otherwise to be published which contains such information, should be submitted to the Head of the Department;
- 5) that when my appointment ends I should surrender any sketch, plan, model, article, note or document made or acquired by me during the tenure of the appointment (even if such sketch, plan, model, article, note or document is not classified) save such as I have been officially sanctioned in writing by the Department to retain, and that I

am liable to be prosecuted if I retain any such sketch, plan, model, article, note and document without such official sanction.

Signed.....

Surname (BLOCK LETTERS)

Forename (s)

Date of birth

Permanent (home) address.....

Date.....

Witnessed

Part II, section 3 of the Official Secret Act, Chapter 187, provides as follows:

- 3.(1) Any person who, for any purpose prejudicial to the safety or interest of the Republic – (a) approaches, inspects, passes over, is the neighbourhood of or enters a prohibited place; or
- (b) makes any plan that is calculated to be or might be or is intended to be directly or indirectly useful to a foreign power or disaffected person; or
- (c) obtains, collects, records, publishes or communicates in whatever manner to any other person any code word, plan, article, document or information which is calculated to be or might be or is intended to be directly or indirectly useful to a foreign power or disaffected person, shall be guilty of an offence.
- (2) Any person who takes a photograph of a prohibited place or who takes a photograph in a prohibited place, without having first obtained the authority of the officer in charge of prohibited place, shall be guilty of an offence.
- (3) Any person who has in his possession or under his control any code word, plan, article, document or information which –
- (a) relates to or is used in a prohibited place or anything in place; or
- (b) has been made or obtained in contravention of this Act; or
- (c) has been entrusted in confidence to him by any person holding office under the Government; or
- (d) has been entrusted in confidence to him owing to his position as a person who holds or has held a contract made on behalf of the Government or a contract the performance of which in whole or in part is carried out in a prohibited place, or as a person who is or has been employed under a person who holds or has held such an office or contract, and who for any purpose or in any manner prejudicial to the safety or interests of the Republic-

- (i) uses the code word, plan, article, document or information; or
 - (ii) Retains the plan, article or document in his possession or under his control when he has no right so to retain or when it is contrary to his duty so to retain it, or fails to comply with all directions issued by lawful authority with regard to its return or disposal, shall be guilty of an offence.
- (4) Any person who, having in his possession or under his control any plan, article document or information that relates to munitions of war, communicates it directly or indirectly to any foreign power, or to any other person for any purpose or in any manner prejudicial to the safety or interests of the Republic, shall be guilty of an offence.
- (5) Any person who receives any code word, plan, article, document or information knowing or having reasonable grounds for believing at the time when he receives it, that the code word, plan, article, document or information is communicated to him in contravention of this Act, shall be guilty of an offence, unless he proves that the communication to him of the code word, plan article, document or information was contrary to his wishes.
- (6) Any person who has in his possession or under his control any code word, plan article, document or information of a kind or in the circumstances mentioned in paragraphs (a) to (d) inclusive of subsection (3) of this section, and who-
- (a) communicates the code word, plan, article, document or information to any person, other than a person to whom he is authorized to communicate it or whom it is his duty to communicate it; or
 - (b) retains the plan, article or document in his possession or under his control when he has no right so to retain it or when it is contrary to his duty so to retain it or fails to comply with all directs issued by lawful authority with regard to the return or disposal thereof; or
 - (c) On obtaining possession of any official document by finding or otherwise neglects or the code word, plan, article, document or information, shall be guilty of an offence and liable to imprisonment for a term not exceeding five years.
- (7) Any person who-
- (a) allows any other persons to have possession of any official document issued for his use alone, or communicates to any other person any code word so issued; or
 - (b) without lawful authority or excuse, has in his possession any official document or code word issued for the use of some person other than himself; or
 - (c) on obtaining possession of any official document by finding or otherwise neglects or fails to restore it to the person or authority by whom or for whose use it was issued or to a police officer,

(d) Shall be guilty of an offence and liable to imprisonment for a term not exceeding five years.

Part IV, section 20 of the Official Secrets Act, Chapter 187, provides as follows:

20. Any person who is guilty of an offence under this Act for which no penalty is specifically provided shall be liable to imprisonment for a term not exceeding fourteen years.



Appendix V: Clearance Certificate

KENYA VETERINARY BOARD

Kenya Veterinary Board
P.O Box 513 - 00605
UTHIRU-NAIROBI
Tel: 0722 305253
Email: info@kenyavetboard.org

LIABILITIES CLEARANCE CERTIFICATE

Employment No:.....
Name:.....
Designation:.....
Reason for Clearance:.....

This is to certify that I have returned the entire Board's properties that were in my possession. The Heads of the Various Divisions have hereby appended their signatures in proof therefore.

HEAD OF DIVISION		SIGNATURE	REMARKS
A			
B			
C			
D			
E			
I			

Signed:..... Date...

Name and address:.....

.....

.....

.....

Following the clearance of the employee on his/her retirement/resignation, I hereby authorize his/her release.

Signed.....

Date.....



Appendix VI: Performance Appraisal System Form

Steps for Completing the Performance Appraisal Form

Section 1 (i –v)	This Section will be completed by the Appraisee
Section 2:	This Section will be completed by the Appraisee in consultation with The supervisor.
Section 3:	<p>(i) This Column will be completed by the Appraisee in consultation with the Supervisor.</p> <p>(ii) This section to be filled based on approved work plans.</p> <p>(iii) The Column on Results Achieved will be completed by the Supervisor at the end of the appraisal period using the rating scale provided.</p> <p>(iv) The Column on Performance Appraisal will be completed by the Supervisor at the end of the appraisal period using the rating scale provided.</p> <p>(v) The Column on Reasons will be completed by the Supervisor in Consultation with the Appraisee at the end of appraisal period.</p>
Section 4a	<p>(i) The first column on Appraisees training and development will be completed by the Appraisee as agreed with the Supervisor</p> <p>(ii) The Second column on Duration of training will be completed by appraisee in consultation with the Supervisor.</p> <p>(iii) The third Column on Comments will be filled by both the appraisee and Supervisor at the end of the appraisal period.</p> <p>(iv) The Appraisee and the Supervisor will be required to sign the form at the beginning of the appraisal period.</p>
Section 4b	The section to be completed by the second supervisor at the beginning of appraisal period after discussion with first supervisor(where applicable)
Section 5a.	This Section will be completed by the Supervisor at the end of the Appraisal period after discussion with the appraisee.
Section 5b.	This Section will be completed by the Supervisor at the end of the Appraisal period after discussion with the Appraisee.
Section 5c	This section applies to staff who have managerial and supervisory responsibilities,
Section 6:	This section will be completed by the appraisee on the supervisor during performance evaluation
Section 7:	This Section will be completed by the Chief Executive Officer and recommendations submitted to the Board for deliberations and approval

STAFF PERFORMANCE APPRAISAL REPORT

Period under Review: FromTo.....

1: PERSONAL PARTICULARS

(i)

Name..... KVB No..... (Surname, First Name, Others)
--

(ii) Department.....

Division.....
Section.....
Duty Station

(iii)

Current Designation Terms of Service.....
KVB Grade With effect from
Salary Scale With effect from

(iv)

Acting Appointment/Special Duty (if any).....
KVB Grade With effect from
Salary Scale..... With effect from

(v)

Supervisor Name.....
Designation

SECTION 2: KVB OBJECTIVES

List the Board's priority objectives from which performance targets will be derived.

1. .
2. .
3. .
4. .

Divisional Objectives 1. 2. 3. 4. 5. 6. 7.
8.

SECTION 3: PERFORMANCE TARGETS

3(a) Agreed Performance Targets (To be completed by the Appraisee as agreed with the Supervisor at the beginning of the Appraisal period)	To be completed by the Supervisor at the end of the Appraisal Period		
	Results achieved	Performance Appraisal (See rating scale)	Reasons
1.			
2.			
3.			
4.			
5.			
Total score on performance targets			
3(b) Appraisal score for the previous year			

Rating Scale: The following rating should be used to indicate the level of performance by an Appraisee.

Achievement of Performance Targets		
All Performance Targets consistently exceeded	Excellent	101%+

All Performance Targets fully met	Good	100%
Some Performance Targets fully met	Fair	80-99%
Performance Targets partially met	Poor	70-79%
Performance Target not met	Very poor	Below 70%

Supervisor comments on Performance

.....

Appraisee's comments on performance

.....

SECTION 4A: STAFF TRAINING AND DEVELOPMENT PLAN

Appraisee's training and development needs (To be completed by the Appraisee as agreed with the Supervisor at the beginning of the Appraisal period)	Duration of Training including on the Job Training	Comments on staff training and development undertaken over the Appraisal period. (To be completed at the end of the reporting period)	
		Comments by Appraisee	Comments by Supervisor

Appraisee's Signature Date

Supervisor's Signature Date

SECTION 4b: Heads of section's comments on targets set by the appraisee and the supervisor.

(Confirm whether the targets in section three are specific measurable, agreed, realistic and have a timeline.)

.....

Head of section's name.....Signature.....Date.....

SECTION 5: STAFF VALUES AND COMPETENCY APPRAISAL

This Section should be completed by the Supervisor after discussion with the Appraisee. The definitions of values/competencies are as stated in the Guide. The Supervisor should assess the Appraisee and indicate his views under the Appraisal column.

5(a) Values

(i) Values	Appraisal
Integrity	
Respect for National Diversity/Gender	
Confidentiality	
Fairness	
Meritocracy	
Patriotism	

5 (b) Core competencies

Core competence	Comments
Customer/Citizen focus	
Professionalism	
Technical competence	
Communication	
Team work	
Continuous learning & performance improvement	

5(c) Manager and Supervisory Competencies

(This part applies to staff who have managerial and supervisory responsibilities).

Competency	Appraisal
Adheres to the Leadership/Management Accountability Framework	
Planning and Organizing	
Training and Development of Staff	
Accountability in Managing public Resources	
Anticipating risks and taking measures to mitigate them	
Judgment and Objectivity	
Managing and evaluating Performance	

Promoting use of Information Technology	
---	--

SECTION 6: APPRAISEE'S COMMENTS ON APPRAISAL BY THE SUPERVISOR

(a)	Did performance related discussions take place during the reporting period with your supervisor?	Yes	No
(b)	Did the discussions help you?		

(c) General Comments (if any), on your overall performance.

.....

(d) Comments on your immediate Supervisor' contributions to your achievements

.....

Appraisee's Signature..... Date:

SECTION 7: RECOMMENDED REWARDS OR SANCTIONS

- A bonus of 50% of one month's basic salary for excellent performance will be awarded upon approval by the Board and a certificate of commendation.
- Take the recommended sanctions for poor and very poor performance (e.g. Warning letter, show cause). Poor performance for 3 consecutive years will lead to separation.

c) Other recommended interventions (specify)

.....

.....
.....

Signature..... Date

d) Recommendation by the Chief Executive Officer to be submitted to the Board for approval

Minute No.....

Board decision

.....
.....
.....
.....

Signed

.....
.....

Chief Executive Officer

Date

.....

Board's Chairperson

Date

.....
.....
.....
.....

Appendix VII: Declaration of Income, Assets and Liabilities Form

PSC.2b



PUBLIC SERVICE COMMISSION OF KENYA

Declaration of Income, Assets & Liabilities (The Public Officer Ethics Act, 2003)

1. Name of the Public Officer

(Surname)

(First Name)

(Other Names)

2. Birth Information

(a) Date of Birth: DD MM YY

(b) Place of Birth: DISTRICT

3. Marital Status: MARRIED/UNMARRIED

4. Address:

(a) Postal Address

(b) Physical Address

5. Employment Information

(a) Employment No.

(b) Designation

(c) Name of Employer

(d) Nature of Employment (Permanent, temporary, contract, etc)

6. Name of Spouse or Spouses

(i).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(ii).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(iii).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(iv).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(v).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

7. Names of dependent children under the age of 18 years

(i).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(ii).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(iii).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(iv).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(v).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(vi).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(vii).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(viii).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(ix).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

(x).

(Surname)	(First Name)	(Other Names)
-----------	--------------	---------------

8. Financial statement
for: _____

(A separate statement is required for the officer and each spouse and dependent child under the age of 18 years. Additional sheets should be added as required)

a. Statement Date: _____

b. Income, including emoluments, for period from _____ To _____

(Including, but not limited to, salary and emoluments and income from investments. The Period is from the previous statement date to the current statement date. For an initial declaration, the period is the year ending on the statement date.)

Description	Approximate Amount

c. Assets (as of the statement date)
(Including, but not limited to, land, buildings, vehicles, investments and financial obligations owed to the person for whom the statement is made.)

Description (include location of asset where applicable)	Approximate Amount

d. Liabilities (as of the statement date)

Description	Approximate Amount

8 Other information that may be useful or relevant:

I solemnly declare that the information I have given in this declaration is, to be best of my knowledge, true and complete:

Signature of officer:

Date:

Witness:

Signature:

Name:

Address:

