



**WaterFund**

Financing the Water Sector



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**HUMAN RESOURCE POLICIES AND PROCEDURES  
MANUAL  
FOR  
WATER SECTOR TRUST FUND**

**JULY 2019**

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## DEFINITION OF TERMS

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

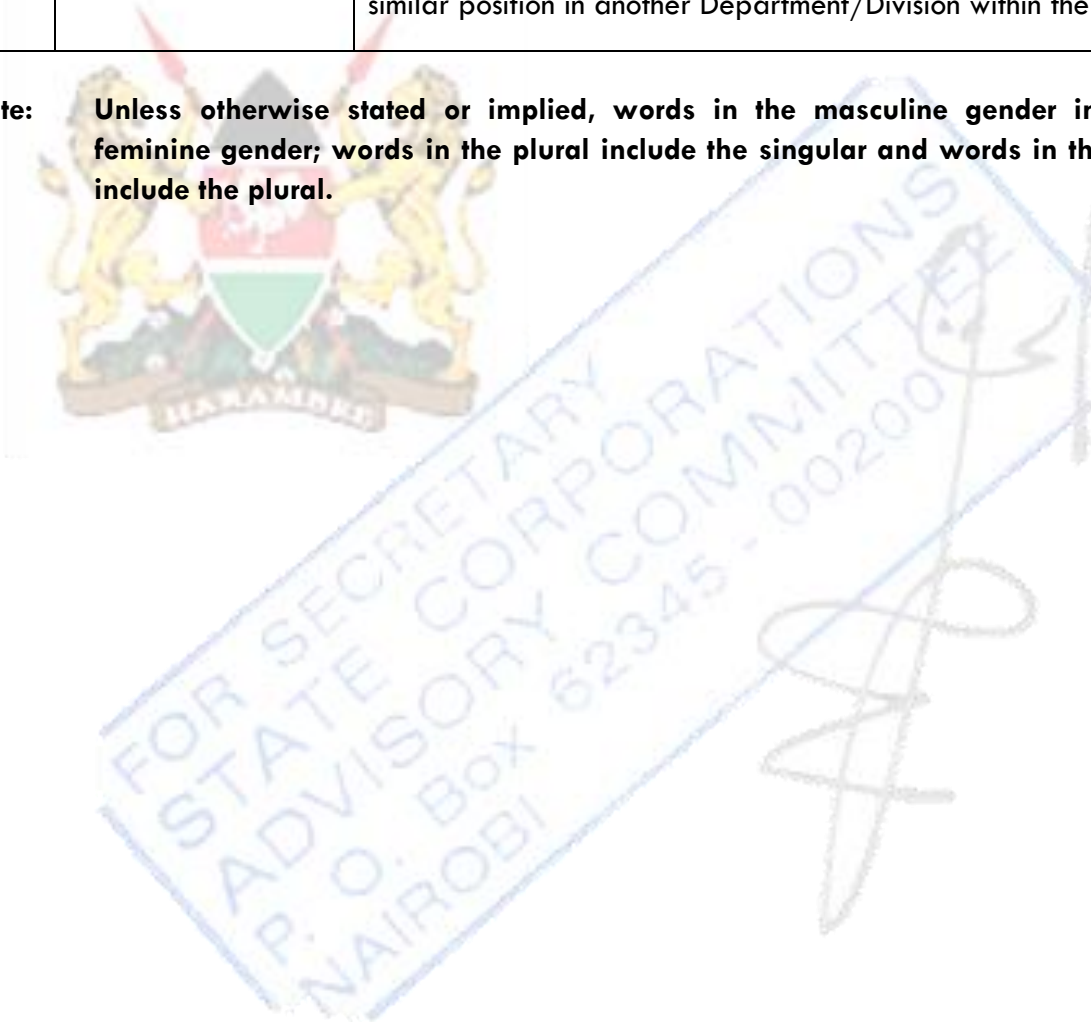
S. No	Term	Definition
1	<b>Accident on Duty</b>	Where an employee suffers personal injury in the actual discharge of his duty without his fault and on account of circumstances specifically attributable to the nature of his duties.
2	<b>Authorized Officer</b>	The Chief Executive Officer or any employee of the Fund authorized by the Chief Executive Officer to act on his behalf in any particular matter under powers expressly delegated for purpose of this Manual.
3	<b>Basic Salary</b>	An employee's salary exclusive of allowances.
4	<b>Board</b>	The Board of Trustees as established under Section 118 of The Water Act, 2016
5	<b>Bondee</b>	An employee who is serving a training bond obligation
6	<b>Cabinet Secretary</b>	A state officer responsible for policy direction, coordinating and overall supervision of a Ministry
7	<b>Career</b>	An employee's line of work or service involving continuity over a long period of his working life.
8	<b>Casual</b>	Employees engaged on a day to day basis, not longer than 24 hours at a time and who should be paid their wages at the end of each day.
9	<b>Chairman</b>	Chairman of the Board of Trustee for Water Sector Trust Fund
10	<b>Children</b>	The biological offspring or legally adopted children under the age of twenty-five (25) years who are unmarried and are wholly dependent on the employee. For purpose of records, the names of the children must be declared at the time of birth or adoption if it occurs during employment in the Fund. Copies of birth certificates or legal adoption papers will be required in either case.
11	<b>Code of Conduct</b>	A body of rules or regulations.
12	<b>Confidential Information</b>	Any official information of a secret or confidential nature relating to the affairs of the Fund.
13	<b>Delegated Authority</b>	The powers of the Board which have been assigned to any or more of its members or employees of the Fund to exercise on its behalf.
14	<b>Chief Executive Officer (CEO)</b>	The Chief Executive Officer as appointed under Section 118 of The Water Act, 2016

15	<b>Disciplinary Authority</b>	The Board, Committee of the Board or Management level that may authorize award of punishment
16	<b>Duty Station</b>	The normal base of employee's working location as contained in the employee's personnel record. Currently the duty stations of the WSTF employees are either at the head office in Nairobi or at the regional offices within Kenya.
17	<b>Employee</b>	Any person employed in the Fund on contract or permanent terms of service unless otherwise stated.
18	<b>Fund</b>	means the Water Sector Trust Fund established in section 113 of Water Act, 2019
19	<b>Gross Insubordination</b>	The severe defiance of an employee to their immediate Superior's or Supervising Employee's lawful instructions given orally or in writing and could also lead to the endangerment of other people.
20	<b>Gross Misuse</b>	Those actions of improper use of funds, assets, or property of the Fund which leads to a major violation/loss thus severely hampering accomplishment of the Fund's goals.
21	<b>Gross Salary</b>	The monthly pay of an employee, including overtime, mileage, or any other extra allowance or benefit.
22	<b>Habitual drunkenness</b>	Frequent and repeated intoxication by excessive indulgence in intoxicating liquor despite physical, mental, social, or economic harm occasioned and the impact to discharge one's duty effectively and responsibly.
23	<b>Head of Functional Area (HoF)</b>	Any person for the time being performing the duties of Head of functional area such as Department, Division or Section
24	<b>HRAC</b>	Human Resource Advisory Committee
25	<b>HRM</b>	Human Resource Management
26	<b>Interdiction</b>	A temporary censure action imposed by Management to exclude an employee from performing their duties pending investigation and determination of his/her disciplinary case. Such an employee is required to earn half salary for the period of interdiction.
27	<b>Leave</b>	A period of time granted through official permission to an employee to be absent from work or duty.
28	<b>Leave Year</b>	The period commencing 1 <sup>st</sup> July to 30 <sup>th</sup> June of each Financial Year.
29	<b>Next of Kin</b>	The name of the person provided by the employee for the purpose of contact during emergency and in case of death.

30	<b>Nuclear Family</b>	Employee, spouse and children.
31	<b>Parliament</b>	The National Assembly and the Senate
32	<b>PMRC</b>	Performance Management Review Committee
33	<b>Principal Secretary</b>	This is the Administrative Head of a State Department.
34	<b>Pro-rata</b>	In relation to benefits, computation for the period served in relation to the full term entitlement.
35	<b>Public Service</b>	The Civil Service, National Police, Teachers' Service, Judiciary, Kenya Defence Forces, County Governments, Public Universities, Parliamentary Service, State Corporations and Statutory Bodies.
36	<b>Reimbursable Allowances</b>	Those Allowances where an employee gets reimbursement on the expenditure incurred in the course of duty.
37	<b>Remunerative Allowance</b>	Those Allowances paid to an employee in addition to salary as a form of compensation for additional responsibilities.
38	<b>Rotation</b>	Is a process where an employee is moved through one or more positions designed to give an employee wide exposure of the entire functions of the organizations or different aspects of specific functions.
39	<b>Secondment</b>	Means permitting an employee to serve another organization for a specific duration and on mutually agreed terms.
40	<b>Sexual Harassment</b>	Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
41	<b>Sick Leave</b>	The approved absence of an employee from duty on account of illness.
42	<b>Spouse</b>	The Legal partner of an officer specified under the Marriage Act or in accordance with the relevant Customary Law.
43	<b>Supervisor</b>	An employee who has responsibility to oversee, direct or supervise work or operations of other employees.
44	<b>Surety</b>	A person who formally accepts responsibility to locate a bondee and/or redeem the bond obligation of a bondee who defaults or appears in a court of law in respect of the same.
45	<b>Suspension</b>	An action imposed by Management for major breaches of policy and the affected employee is forbidden to attend to duty and ceases to earn a salary for the period of suspension unless otherwise specified by a given law.
46	<b>Act</b>	The Water Act, 2016

47	<b>Tour of Service</b>	The period of employment contract in the Fund awarded to a foreign employee.
49	<b>Training Bond</b>	Formal agreement between the Fund and its employees who are selected for approved training that oblige them to serve in the Fund for a specific period of time on completion of training
50	<b>Transfer</b>	The administrative relocation of an employee on the same or similar position in another Department/Division within the Fund.

**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.





## FOREWORD

The Water Sector Trust Fund (WSTF) is committed to fulfilling its mission to finance the development of sustainable water and sanitation services and water resources management as well as financing research in the sector.

A Human Resource policy manual is crucial in any organization for helping in the development of human capital, resolving human resource issues and finding solutions, which are fair and objective. The Fund recognizes the human resource as key to achieving its mission and therefore the need to obtain, maintain and retain human resources with right skills, attitudes and competencies for effective service delivery.

To provide a framework for enhanced service delivery the Fund has revised its Human Resource Policies and Procedures manual to provide guidance on the management of its key resource, the human resource in compliance with the new guidelines in the Public Service and other relevant statutes.

The manual is intended to inform, guide and provide an objective way of handling issues between the employer and employee. It provides details of processes that lead to attraction, motivation, retention or exit of staff from the Fund. It is expected that with the manual in place, many routine decisions and transactions will proceed with minimal encumbrance.

The manual has been reviewed in recognition of the various emerging legislative environment such as Water Act, 2016 and human resource issues in the workplace.

Signed by: \_\_\_\_\_ Dated: \_\_\_\_\_

**PATRICK O. KOKONYA**  
**CHAIRMAN**  
**WATER SECTOR TRUST FUND**

## **PREFACE**

This manual is the primary policy document in management of the Water Sector Trust Fund's Human Capital.

It contains provisions for managing the entire scope of Human Resource Management Cycle. It will therefore guide in the implementation of the Board's policies and making decisions at various levels within the organization.

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

This revised edition June, 2019 contains emerging issues including alignment to the Constitution of Kenya, 2010, Revised Public Service Commission Human Resource Policies of May, 2016, the new labour laws and national policies on Human Resource Management.

The Board of Trustees and the CEO are committed to adherence to its provisions as a way of promoting parity of treatment and fairness as well as attracting and retaining high calibre of motivated staff.

The Board of Trustees and the management will ensure that there is adequate capacity and resources for its implementation.

**Signed by:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**ISMAIL FAHMY M. SHAIYE**  
**CHIEF EXECUTIVE OFFICER**  
**WATER SECTOR TRUST FUND**

## **BACKGROUND**

### **1.0 INTRODUCTION**

Water Sector Trust Fund is a state corporation established pursuant to the provisions of Section 113(1) of the Water Act, 2016.

A Board of Trustees appointed by the Cabinet Secretary of the Ministry of Water and Sanitation oversees the management of the Fund.

#### **1.1 Mandate**

To provide conditional and unconditional grants to the Counties and to assist in financing the development of and management of water services in the marginalised and underserved areas including:

- Community level initiatives for the sustainable management of water resources
- Development of water services in rural areas considered not to be commercially viable
- Development of water services in the under-served poor urban areas

#### **1.2 Vision**

To be the institution of choice in financing the improvement of access to water and sanitation for the underserved in Kenya

#### **1.3 Mission**

To finance the development of sustainable water and sanitation services and water resources management

#### **1.4 Core Values**

- Sustainability
- Integrity
- Good Governance
- Human Dignity
- Teamwork

#### **1.5 General Policy**

This Manual has been designed and developed with emphasis on attaining the key aims outlined below:

- a) To comply with the Constitution of Kenya;**
  - b) To be in line with the Government of Kenya general policies on human resource management;**
  - c) To meet the requirements of Kenya's labour laws and regulations made there under;**
-

- d) To attract and retain competent staff, with talent, integrity, experience and dedication required to fulfill the Fund's objectives;**
- e) To bring a uniform and consistent administrative practice with respect to employment relations by providing for specific terms on such matters as recruitment, promotion, remuneration, benefits, staff development and disciplinary measures to create a working environment conducive for staff fulfillment and personal development; and to meet international best practices in Human Resource management**

The provisions of the manual shall apply to all Fund's staff rendering their services in their respective capacities.

Without prejudice to stipulations in appropriate laws and regulations issued by the government, the provisions of this manual shall be deemed to constitute an integral part of individual contracts of employment entered between the Fund and all staff.

This policy manual shall be regarded as a living document and the terms and conditions stated shall govern all contracts of employment except in the specific matters where the individual contracts expressly provide for otherwise.

The CEO shall be responsible for developing, administering, interpreting and clarifying these policies and procedures as delegated to him by the Board. However, any issues that staff may have regarding the application of policies contained in the manual should in the first instance, be directed to their immediate supervisor.

The CEO shall ensure continuous application of the policies and procedures in decision making and execution in all areas to which they apply.

The policy manual will be updated from time to time in keeping with changes in the work environment. Such amendments shall take effect on the date of their approval by the BOT.



## **SECTION 1: GENERAL PROVISIONS**

### **1.1. Introduction**

- 1.1.1.** The Human Resource Policies and Procedures Manual has been developed to support service delivery, commitments and obligations of the Water Sector Trust Fund (WSTF) to the targeted beneficiaries.
- 1.1.2.** Unless otherwise expressly provided, employees of the Fund shall be required to observe the provisions of the policies and procedures provided in this Manual.
- 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 will act as a reference document for the Fund. It therefore forms the basis upon which the Fund working culture and environment will 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 Fund. It is also the official means for the Fund to communicate its policies on human resource management related matters.
- 1.1.6.** This Manual will be used in conjunction with other approved policies and procedures manuals relating to specific administrative functions of the Fund. It therefore forms an integral part of the management processes of the Fund.
- 1.1.7.** All copies of this Manual are the property of the Fund 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 Fund will also be subject to relevant provisions of other regulations, Government circulars, rules and instructions as may be issued by other authorities who may be authorized to do so from time to time.
- 1.1.9.** This manual will be reviewed as and when necessitated but at least every three (3) years so as to be in harmony with legislation and organization and technological changes.

## **1.2. Objectives**

**1.2.1.** The general objective of this Manual is to summarize Human Resource Management policies, procedures, regulations and other administrative processes to facilitate those responsible of management of the Fund 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 the development partners.
- (iii) That Human Resource policies, organizational structure and individual roles operate in an integrated manner so that the Fund's objectives are met in a timely and cost effective manner.
- (iv) Adherence to various professional etiquettes and public expectation of a work environment of zero tolerance to corruption
- (v) A common understanding by the Fund employees of stipulated standards and procedures in monitoring their performance for continued improvement.

## **1.3. Responsibility**

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

## **1.4. Interpretation and enforcement**

**1.4.1.** The Manual should be interpreted in conjunction with the Kenya Labour Laws and other relevant regulations and legislations/Acts including but not limited to;

- a) The Constitution of Kenya, 2010;
- b) Water Act, 2016;
- c) The State Corporations Act, Cap 446, Laws of Kenya;
- d) Prevailing Kenya Labour Laws from time to time including but not limited to:
  - i. The Fair Administrative Action Act 2012;
  - ii. The Occupational Safety and Health Act, No. 15 of 2007, Laws of Kenya;

- iii. The Employment Act, No. 11 of 2007, Laws of Kenya;
- iv. The Labour Institutions Act, No. 12 of 2007, Laws of Kenya;
- v. The Labour Relations Act, No. 14 of 2007, Laws of Kenya;
- vi. The Work Injury and Benefits Act, No. 13 of 2007, Laws of Kenya;
- e) Public Officer Ethics Act 2003 No. 4, Laws of Kenya;
- f) The Anti-Corruption and Economic Crimes Act, 2003;
- g) The Leadership and Integrity Act, 2012
- h) Other Government Circulars
- i) WSTF, Internal Control Systems
- j) WSTF staff notices, circulars and instructions currently in operation

**1.4.2.** The administration of these regulations shall be vested in the Chief Executive Officer in consultation with the Board.

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

#### **1.5. Amendments / Review**

**1.5.1.** The Manual may be reviewed after every three years or as and when necessary. Such changes will require authorization of the Board and relevant Government agencies where necessary and will be communicated to employees in writing by a separate communication.

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

#### **1.6. Authority and application**

**1.6.1.** These regulations have been made by the Board as provided by the Act. They embody the fundamental terms and conditions of service and represent the broad principles of human resources policy for the staffing and administration of the Fund.

## **SECTION 2: TERMS AND CONDITION OF EMPLOYMENT**

### **2.1. Introduction**

- 2.1.1. The Fund is committed to attracting and retaining competent employees required for efficient and effective service delivery.
- 2.1.2. The Fund 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 and Article 27(4) of the Constitution of Kenya will be observed alongside any policies issued by the National Cohesion and Integration Commission.
- 2.1.3. The Fund's efficiency and effectiveness depends on the quality and competencies of employees it engages. The Fund shall therefore endeavor to recruit suitably qualified and experienced employees with the right skills and experience required to achieve its goals and objectives.
- 2.1.4. When making a decision on selection on first appointment, information concerning a candidate's general background and/or previous employment shall be verified. No appointment shall be offered to any employee prior to such verification.
- 2.1.5. All appointments shall be made with the approval of the Board or as delegated and shall be within the approved establishment.
- 2.1.6. Appointments in all cases shall be aligned to clear job descriptions and specifications for various cadres of employees in their respective fields of employment.

### **2.2. Career Guidelines**

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

### **2.3. Terms of Employment**

- 2.3.1. Appointment at the Fund shall be based on either of the following terms of service:
- a) Permanent
  - b) Contract



- c) Temporary
- d) Casual

## **2.4. Permanent Terms**

2.4.1 Appointment on permanent terms shall be under the purview of the CEO and shall apply to employees in Grades WSTF 4 – 10 who on successful completion of the probationary period shall be eligible for confirmation in appointment. Staff on permanent terms will be enrolled into a Pension Scheme that will be determined by the Management with the approval of the Board of Trustees.

## **2.5. Contract Terms**

2.5.1. The Fund may engage staff on contract terms as may be stipulated in this policy or other Government guidelines.

2.5.2. The Chief Executive Officer shall be appointed on a contract of three (3) years renewable once subject to satisfactory performance.

2.5.3. Officers in level WSTF 2 and WSTF 3 will be appointed on a five (5) year contract renewable subject to satisfactory performance and shall be reviewed in line with Government Guidelines from time to time.

2.5.4. Unless otherwise provided for in this manual, all other appointments on contract, including but not limited to Project-Based Staff, will normally be for a period of at least twelve (12) months but not exceeding three (3) years and may be renewed subject to satisfactory performance and availability of funds.

2.5.5. In the case of donor-funded projects, the management together with the donors will agree on an establishment that will be approved by the Board.

2.5.6. All officers serving on contract terms are subject to the retirement age for Public Servants and shall be eligible for payment of service gratuity based on prevailing Government Guidelines.

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

## **2.6. Renewal of Contract**

- 2.6.1. An employee serving under contract terms and wishing to be considered for a further term is required to notify the Chief Executive Officer in writing six (6) months before the expiry of the contract. In case of the Chief Executive Officer, he will be required to notify the Board within the same period.
- 2.6.2. If such a notification is not made, the employee will be deemed to have completed his term on the date specified in the contract and the contract shall not be renewed or extended. However, the Fund, upon review of the performance appraisal reports of such an employee, may request him to seek renewal of his terms if the performance has been satisfactory.

## **2.7. Temporary Terms**

- 2.7.1. The Fund may employ members of staff on temporary terms in cases where the human resource gaps exist and such positions do not exist in the authorized establishment. Temporary employment is for a specific or fixed start and end date and which expires by effluxion of time.
- 2.7.2. Such engagement will require that the Fund employ the services of an employee for not more than 12 months.
- 2.7.3. Appointment on temporary terms will be made under the following circumstances:
- a) Where there is a demonstrable case that a Department/Division requires specialist skills or expertise for a specific period of time and/or where it can be demonstrated that a specific task oriented project that will only last for a limited term.
  - b) To cover staff absence such as absences occasioned by maternity leave, sick leave, Secondments etc.
  - c) Where capacity in the Fund is lacking or specific skills are required and such a position does not exist in the approved staff establishment.
- 2.7.4. The procedure for engaging temporary members of staff shall be as follows;
- a) Once the need for a temporary member of staff is identified, the HOD shall make a formal request to the Chief Executive Officer, through the Head of Human Resource Management;
  - b) After the Chief Executive Officer's approval, the Head of HR shall start the process of recruitment.

- c) The Chief Executive Officer may however authorize the hiring of previously but competitively hired temporary members of staff /interns where appropriate.
  - d) Engagement of temporary members of staff shall not exceed a period of twelve (12) months. Once this period expires, the temporary appointment ends.
- 2.7.5. Temporary employees are entitled to earn a taxable basic salary, house allowance and other remunerative allowances applicable to a relevant post at the prevailing approved rates.
- 2.7.6. On expiry or termination of the temporary appointment, an employee serving on temporary terms shall be entitled to service pay at the rate of 15% of Basic salary payable on pro-rata basis for the period completed.
- 2.7.7. Temporary members of staff shall be entitled to thirty (30) days annual leave, sick leave and maternity/paternity leave where they serve or are meant to serve for 12 consecutive months.
- 2.7.8. Temporary members of staff are entitled to sick leave of up to a maximum of one (1) month with full pay, followed by one month with half (1/2) pay.
- 2.7.9. The appointment carries no guarantee for permanent appointment but staff on contracts are free to apply for permanent positions falling vacant during their employment term.
- 2.7.10. Temporary employees shall have their performance monitored and evaluated in accordance with the Fund's Staff Performance Appraisal Systems guidelines and policy.
- 2.7.11. They will have access to medical benefits cover operated by the Fund including one spouse and up to a maximum of four (4) children up to twenty (25) years of age subject to proof that they are fully dependent on the employee.
- 2.7.12. Temporary employees shall be covered under the Group Personal Accident (GPA) and Workers Injury Benefit Act (WIBA) Insurances policies operated by the Fund.
- 2.7.13. Where temporary employment is renewed, a salary step increment shall be awarded in the new fixed term contract.
- 2.7.14. They will be entitled to NSSF and NHIF benefits including deductions.
- 2.7.15. Temporary employees are expected to adhere to the Fund's regulations.

2.7.16. Temporary employees are eligible to Loans and Salary Advance provided they are serviced within the contract period. The administration of the loans and salary advance will be guided by the Terms and Conditions as outlined in the HRM Policies and Procedures Manual.

2.7.17. Temporary employees will be liable to be posted anywhere within the Fund to discharge the usual duties of his/her office.

2.7.18. The Temporary employees shall be subject to all Code of Conduct of the Fund.

## **2.8. Casual Employment**

2.8.1. A casual employee is a person whose term of engagement provide for his payment at the end of each day and who is not engaged for a period longer than twenty-four (24) hours at a time.

2.8.2. Casual employees shall be engaged as per the prevailing Labour Laws in Kenya.

## **2.9. Internship and Industrial Attachments**

2.9.1. The Fund shall engage students/graduates from time to time on internship/attachments for a continuous period of not more than twelve (12) months and or any other period as may be stipulated from time to time by Government guidelines.

### **2.10. Industrial Attachment**

2.10.1. The Fund will support industrial attachment by providing opportunities to students in tertiary and higher education institutions.

2.10.2. Attachment will be undertaken during the course and the duration will be for a maximum period of three (3) months.

2.10.3. The attachment shall be in line with the values and principles of public service and the existing labour laws.

### **2.11. Internship**

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



- 2.11.2. The Fund shall avail opportunities for internship as part of on the job training for the purpose of molding interns to become responsible citizens who will contribute effectively to the socio-economic development of the country.
- 2.11.3. Internship programs shall be undertaken under the Fund's internship policy and guideline and comply with the relevant provisions of the Constitution and relevant professional bodies.
- 2.11.4. Internship programs shall not exceed twelve (12) months.
- 2.11.5. In the course of this duration, they shall be expected to abide to the code of conduct of the Fund.
- 2.11.6. The Fund shall offer students on internship a stipend/allowance during the period of internship as per the prevailing Government guidelines and the Fund's policy.

## **2.12. Outsourcing**

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

## **2.13. Powers to Make Appointments**

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

## **2.14. Appointments by the Board**

- 2.14.1. The Chief Executive Officer shall be appointed by the Board through an open, competitive, fair and merit based process. While making the appointment, the Board shall adhere to national values and principles of Governance and the values and principles of Public Service as set out in the Constitution.
- 2.14.2. The Chief Executive Officer shall be appointed on contract terms in accordance with section 2.5.2 of this Manual.
- 2.14.3. Appointments to positions in Job Grade WSTF 1; WSTF 2 and WSTF 3 shall be made by the Board. The power to appoint from positions Job Grade WSTF 4 to Job Grade



WSTF 10 is delegated to Chief Executive Officer. All appointments shall be in accordance with the approved procedures.

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

## **2.15. Human Resource Advisory Committee (HRAC)**

2.15.1. The Chief Executive Officer shall constitute a Human Resource Advisory Committee (HRAC). The committee shall be responsible for advising the Chief Executive Officer/CEO on all human resource management issues as may be delegated by the Board. The committee's responsibilities shall include but are not limited to:

- (i) Maintenance of the Fund establishment
- (ii) Management of the recruitment process
- (iii) Constituting the interview panel
- (iv) The induction and confirmation of new employees
- (v) Appointment of their representatives to the interview panel
- (vi) Compiling reports in accordance with statutory requirements.
- (vii) Performance management;
- (viii) Promotions;
- (ix) Confirmation in appointment;
- (x) Training and Development;
- (xi) Management of skills inventory;
- (xii) Transfers and deployments;
- (xiii) Promotion of values and Principles of Public Service;
- (xiv) Secondment and unpaid leave;
- (xv) Issues of retirement;
- (xvi) Re-designation;
- (xvii) Renewal of contract; and
- (xviii) Discipline.

2.15.2. The committee shall comprise of not more than 7 members appointed by the Chief Executive Officer from officers serving not below grade WSTF 3, one of whom shall be appointed by the Chief Executive Officer as the Chair.

2.15.3. The appointment to this Committee shall be in person and shall not be delegated.

2.15.4. The quorum of the committee shall be five (5) members.

2.15.5. The Chairman shall be a non-voting member of the committee but shall cast his vote in case of a tie.

2.15.6. The Head of HR shall not be a member but shall serve as the Secretary to the committee.

## **2.16. Recruitment Procedure**

2.16.1. The Chief Executive Officer shall ensure the development of a Human Resource plan based on comprehensive job analysis and which shall be reviewed every year to address emerging issues and needs.

2.16.2. The Chief Executive Officer shall declare to the Board in accordance with the procedures set out in this Manual, all vacant posts within the establishment, which are to be filled substantively, or in an acting capacity. Such declaration should originate from the various HODs and must be supported by good justification for the recruitment and confirmation that the positions are not only within the approved establishment but also fully funded within the budget.

2.16.3. The Board will advertise all positions in Job Grade WSTF 1, Job Grade WSTF 2 and Job Grade WSTF 3 which fall vacant or are newly established. Whenever a position falls vacant or a new position is established by the Board in Job Grade WSTF 4 to Job Grade WSTF 10, the Chief Executive Officer will advertise the position(s) under delegated mandate.

2.16.4. Consideration should always be given to promote candidates from within the Fund for Job Grade WSTF 5 to Job Grade WSTF 10, so as to meet the employee career growth expectations. Senior posts, Job Grade WSTF 1 to Job Grade WSTF 4 will be advertised externally in an open, competitive, fair and merit based process.

2.16.5. Before external recruitment is considered for Job Grade WSTF 5 to Job Grade WSTF 10, the following methods of filling up the post shall first be exhausted:

- a) Promotion of the qualified candidates in the department or qualified candidates from another department who has the requisite qualifications and competence to do the job.
- b) Internal advertisement to attract applications from any staff members within the WSTF.

2.16.6. Where the internal recruitment process is exhausted and no suitable internal candidate exists, applicants will be sourced through open advertisements. The Fund shall opt to go to the open labour market to recruit. Where there will be need for specialized services, the Fund may use employment agencies or search firms to hire

suitable candidates.

- 2.16.7. Once applications are received, the short-listing panel(s) shall be constituted by the Board or the Chief Executive Officer as per the delegated powers.
- 2.16.8. The Chief Executive Officer shall constitute an interviewing panel to be composed of not less than three (3) members to interview the shortlisted candidates. The panel shall include at least one representative from the requisitioning Department and one from Human Resource Department.
- 2.16.9. For positions that fall within the Board purview, the panel(s) shall include Board members under the Chairmanship of the Chair, Human Resource Management Committee of the Board. The Committee may co-opt an external panelist whenever it is necessary and make a recommendation to the Full Board.
- 2.16.10. In all cases that fall within the purview of the Chief Executive Officer, members of the shortlisting and interviewing panel shall not be at a grade equal to or below the position for which the candidate is being interviewed.
- 2.16.11. The principles of affirmative action, gender and persons living with disability and national values will apply. The Fund shall observe gender mainstreaming, balance on appointment, promotion and ensure that a minimum of a third (1/3) are of either gender.
- 2.16.12. Internal and external advertisements will contain the following:
- a) A brief description of the Fund's mandate;
  - b) Job title;
  - c) Main purpose of the job;
  - d) A brief description of the key responsibilities of the job;
  - e) Education, experience, skills and competencies required for the job;
  - f) Salary and benefits (optional);
  - g) Location of the job (where necessary);
  - h) Clear instructions on how to apply and information to be submitted in the application; and
  - i) Closing date for receipt of applications.

## **2.17. Short Listing**

- 2.17.1. The Head of HR shall prepare and maintain summary of all applications.

- 2.17.2. Short listing criteria shall include minimum constitutional and statutory requirements and shall be on merit (meeting minimum requirements as advertised). The requirement for Gender, Disability and Diversity mainstreaming may be considered.
- 2.17.3. No panelist at either the short listing or interviewing stage will participate in cases where there is an applicant who is related to him in any way to avoid conflict of interest.
- 2.17.4. The Fund shall not bear any cost incurred by the candidates coming to attend interviews.
- 2.17.5. Where possible, during short listing, a ratio of three (3) candidates per position as a minimum will be adopted.
- 2.17.6. All application letters including those of candidates not short-listed shall be retained for six (6) months after the appointment has been made before archiving.

## **2.18. Interviews and Selection**

- 2.18.1. The interviewing panel may subject shortlisted candidates to practical tests before oral interviews.
- 2.18.2. Candidates should be informed of their interview date, time and venue at least one week in advance.
- 2.18.3. Anyone who is involved in a selection process (short listing or interviewing) and is aware that a family member, a closely related person, or indeed any other person that they know personally, has applied, should declare this to the other members of the short listing/interview panel at the earliest opportunity. Unless otherwise approved in writing by the Board or the Chief Executive Officer they should then be withdrawn from the selection process and replaced by a suitable colleague
- 2.18.4. The Fund shall conduct background checks for candidates to be recruited.
- 2.18.5. The interview panel shall prepare a summary report of the interview and selection process and present it to the CEO through the recommendation of HRAC.
- 2.18.6. The panel members shall sign the report and the secretary of the committee shall submit the report to the Chief Executive Officer within twenty-one (21) working days from the last date of the interview.



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

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

**2.19. Offer of acceptance**

2.19.1. The offer letter shall be issued to successful candidate(s) subject consideration of article 232 of the constitution.

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

**2.20. Acceptance of offer**

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

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

2.20.3. In the event that the first (1<sup>st</sup>) candidate declines the offer, the Fund may consider extending the same offer to the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) best candidate in that order provided that this candidate had reached the cut off marks during interviews. Should the third candidate also decline, the Fund shall re-advertise the position.

**2.21. Record of Previous Employment and Qualifications**

2.21.1. Candidates will before engagement provide the Fund with information on all previous employment, which must be supported by satisfactory documentary evidence.

2.21.2. It is the duty of the Chief Executive Officer when recommending appointments to ensure that a candidate's record of previous employment is satisfactory in all aspects. The Chief Executive Officer may call for a confidential report of a candidate from previous employers, contents of which may determine whether or not to appoint the candidate.

2.21.3. Where appointment is based on specific educational, professional or other qualifications, the original copies of the relevant certificates will be obtained from the



candidate and authenticated before engagement or during the period of probation. All relevant examining bodies shall be consulted in case of doubt regarding the authenticity of the certificates produced by a candidate. Certified copies of all relevant documents should be retained in the personal file of the candidate for the record.

## **2.22. Medical Examination**

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

## **2.23. Letter of Appointment**

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

- a) The Grade and designation;
- b) Date of appointment;
- c) Salary scale and salary entry point to which the candidate is appointed;
- d) Terms of appointment;
- e) Details of housing and other allowances payable;
- f) Medical benefits and other benefits payable for the position;
- g) Station of deployment; and
- h) Terminal benefits.

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

2.23.3. A candidate shall be required to take up the post within a period of thirty (30) days, otherwise the offer shall be deemed withdrawn.

## **2.24. Date of Appointment**

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

## **2.25. Personal Records**

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

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

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

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

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

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

## **2.26. Probationary Period**

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

2.26.2. During the period, the HOD will submit detailed progress reports and recommendations indicating the employee's performance. Based on the recommendations, the Manager responsible for Human Resource will advise the Chief

Executive Officer whether, or not, the employee should be confirmed, probationary period extended, or the appointment terminated altogether.

2.26.3. If the probationary period will be extended, the employee's performance shall be reviewed again after three (3) months.

2.26.4. An employee, who has completed the normal or extended period of probation satisfactorily, shall be confirmed in the post. If the probationary service is unsatisfactory, the appointment shall be terminated.

2.26.5. Members of staff employed on contract terms will not be subject to probationary period, however quarterly appraisals shall be done of their performance in the first year of the contract.

## **2.27. Next of Kin**

2.27.1. New employees will be issued with a Personal Data Sheet in which they will enter specified data including nomination of their Next of Kin.

2.27.2. An employee will notify the Fund of any change in name and address of the Next of Kin for updating of the records.

## **2.28. Official Secrets Act Declaration**

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

## **2.29. Employment Card**

2.29.1. Each employee will be issued with an official employment card.

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

2.29.3. The Employment Card should be displayed at all times within the premises of the Fund, and during site visits.

2.29.4. On termination of employment, an employee shall be required to surrender his employment card to the Fund.

## **2.30. Induction**

- 2.30.1. All newly appointed employees will undergo an induction course conducted by the Fund within three (3) months to familiarize themselves with the structure, functions and operations of the Fund.
- 2.30.2. The Fund shall for this purpose, develop an Induction Manual.

## **2.31. Duties**

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

## **2.32. Re-Designation**

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

## **2.33. Position re-grading**

- 2.33.1. Re-grading of positions may be done to correct staffing imbalances and other critical needs arising from succession management, review of Career Guideline policy, or restructuring provided it does not disadvantage serving staff.

## **2.34. Promotion**

- 2.34.1. It is desirable to achieve a healthy mix between promotions from within and external recruitment. Serving candidates who meet job requirements with satisfactory performance and have potential for development will be given priority when filling higher vacant positions.
- 2.34.2. The Fund will strive to expeditiously fill all vacancies by promotion of suitable employees. Consideration of promotion shall be in accordance with the provisions of the Career Guidelines developed for each cadre. Employees who have relevant experience, qualifications and proven merit will be given first priority.



2.34.3. The process of filling vacancies by promotion will be through advertisement.

### **2.35. Posting/Transfers**

2.35.1. The Fund recognizes that in order to meet its operational requirements, it may be necessary to transfer/post staff member from one department to another or region within the Fund. This policy has therefore been developed in support of the provisions for staff to allow for an employee to be posted to any duty station.

2.35.2. It is therefore the policy of the Fund to provide fair and equitable guidelines in transferring or rotating an employee; whether voluntarily or involuntarily in order to meet its operational requirements and for affording jobs that are well suited to employees.

2.35.3. As a general policy, employees will be required to serve in one Department/Division, Region or branch for three (3) years after which they may be eligible for consideration for job rotation.

2.35.4. However, for certain positions either because of seniority or nature of responsibilities, it will not be possible to undertake job rotation. In such cases the Fund shall endeavor to enhance other competence development mechanisms available.

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

2.35.6. Lateral Transfer/rotation occurs when an employee is transferred to another area or department with the same title, or the same salary grade, if the title is different. In this case, there will be no change in salary.

2.35.7. Voluntary Transfer/rotation refers to a situation where an employee voluntarily elects to apply for transfer on family or personal grounds.

2.35.8. Involuntary Transfer/rotation occurs where an employee's current position is eliminated due to a restructuring or reclassification and is transferred to a re-designated position on the same salary grade.

2.35.9. A transfer/rotation at the direction of the Board may occur as part of a change management process, as part of a developmental strategy to afford the employee wide exposure of the entire functions of the organization and different aspects of specific functions, such as engineering as part of professional requirements; in order to



avoid the need for notification of redundancy; because work in a particular department/region is declining or increasing; or due to staff member's capacity to perform some or all of the duties of her/his position.

**2.35.10. Procedure for Management Initiated Transfers/Rotations:**

2.35.11. On a regular basis, the HOD, HRM shall initiate the rotation programme for members of staff who have served in one Department, Region or Branch for a period of three years.

2.35.12. The Head of Department may propose to an employee that she/he consider job rotation, as part of her/his individual Performance Review and succession planning process.

2.35.13. When an operational requirement for an employee to be transferred to another position is identified, the Chief Executive Officer and current Head of Department/Division and HOD HRM will normally consult about the proposed transfer.

2.35.14. A list of proposed transfers will be submitted to the Chief Executive Officer for approval depending on schedule of delegated powers.

2.35.15. The approved list will be passed to HOD, HRM to prepare the notification letters.

2.35.16. An employee wishing to propose her/his participation in job rotation/transfer should do so by undertaking the following steps: -

- a) A written request to participate in job rotation must be submitted by the staff member to the Head of Department. The request should outline the proposed location/role(s) for job rotation, the expected outcomes of the program, the time frame, and new location(s).
- b) If the Head of Department or Division supports the request, he/she should then hold discussions with the potential receiving Department/Division including clarifying the skills and expertise to be acquired by the employee, the timeframes involved, and the budgetary and supervisory arrangements.
- c) Following an agreement being reached with the potential receiving Department/Division the current HOD will make a recommendation to the HOD, Human Resource Management who will forward to the Human Resources Advisory Committee (HRAC) to consider and recommend to the Chief Executive Officer to consider the request on the basis of its benefits to the employee and the Fund.

2.35.17. Approval of job rotation/transfers arrangements must be in accordance with the Fund's Schedule of Delegated Powers for Appointment of Staff.

2.35.18. The HOD, Human Resource Management will confirm in writing to the employee the outcome of her/his request through Head of Department or Division.

2.35.19. In all instances, a twenty-one (21) days' notice of transfer must be given to avoid the risk of disrupting the workflow in the employee's current area.

2.35.20. A new performance review and planning process and associated goals and key performance objectives should normally be developed within three months of the employee's transfer into the position.

### **2.36. Transfer of Service**

a) Transfers of service between the Fund and other Public Organizations or Institutions shall be approved by the Board.

b) An employee will be considered for transfer of service having regard to the provisions of applicable pension schemes.

c) An employee seeking appointment in any other Public organizations or Institutions should submit his application through the Chief Executive Officer.

d) If the Board does not approve the request the employee will have the option to resign.

e) An employee who wishes to take up appointment in any other Public organizations or Institutions other than in accordance with the procedures set out in this manual, shall be required to resign from his position in the Fund.

### **2.37. Secondment of employees**

a) Secondment of officers from the Civil Service to the Fund or from the Fund to other Public Service Departments or Agencies, is applicable to pensionable officers, for a period not exceeding three (3) years and may be renewable once.

b) The Board approval shall also be sought before secondment of employees from Civil Service or from Fund is done.

c) To maintain pensionable status of an employee on secondment to the Fund, the

Fund will be required to make pensionable contribution at a prevailing rate.

- d) Where the Fund pays pension contribution for the employee on secondment, such amount shall be deducted from the employees' service gratuity.
- e) The Fund can recruit staff from Civil Service on secondment for a period of three (3) years. This shall be guided by the Public Service Commission Code of Regulations.
- f) The Fund shall pay salaries and other allowances to all employees on secondment from the public service.
- g) An employee of WSTF who being appointed by another public service seeks secondment shall have their job secured once the secondment is approved. However, the new employer shall assume all obligations relating to the remuneration of the employee and it shall be the responsibility of such an employee to service the pension.
- h) Secondment of employees to the Fund from the Public Service or from the Fund to other Public Service Departments or Agencies will be regulated in the context of the relevant pension legislation.

## **2.38. Handing-Over Report**

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

## **2.39. Testimonials and Letters of Commendation**

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

## **SECTION 3: SALARIES AND ADVANCES**

### **3.1. Introduction**

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

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

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

### **3.2. Salary Grades**

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

3.2.2. 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. Such surveys shall form the basis of consultation by the Fund with the relevant Government authority for salary reviews.

### **3.3. Advice on Salary and Benefits**

3.3.1. The salary for each employee will be specified in the appointment letter.



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

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

#### **3.4. Payment of Salary**

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

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

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

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

3.4.5. Salary will be paid through the Bank and all employees will be required to open Bank Accounts and submit the details to the HOD responsible for HRM.

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

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

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

3.4.9. On separation the final benefits will be made on confirmation that the employee has been cleared and issued with a Clearance Certificate.



### **3.5. Salary Increments**

3.5.1. Annual increment shall be paid on the 1<sup>st</sup> day of July every year provided that an employee has completed a full year of service.

3.5.2. If an employee is granted unpaid leave which is not increment earning, his incremental date will be re-computed based on the month he resumes duty.

### **3.6. Salary**

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

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

### **3.7. Determination of Salary on Promotion**

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

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

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

a) Where on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his previous Grade and his service at that salary amounts to less than one (1) year, he will enter the salary scale attached to his new Grade from the effective date of his promotion at the next point above his salary and will retain his incremental date.

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

c) Where on the day preceding the effective date of his promotion he had attained the maximum point of the salary scale attached to his previous Grade and his service at that salary amounts to three (3) years or more, he will enter the salary scale attached to his new Grade from the effective date of his promotion at one point higher than his salary and thereafter be awarded three increments and retain his incremental date.

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

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

3.7.5 Determination of salary for an employee transferred from Public Service shall be by application of the provisions contained in this manual.

### **3.8. Retroactivity of payments**

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

### **3.9. Salary Advance**

- 3.9.1. An advance of not more than one (1) month's basic salary may be granted by the Chief Executive Officer or his designate to an employee, when the employee owing to circumstances beyond his control, is placed in a difficult financial position requiring assistance.
- 3.9.2. The Chief Executive Officer may, in very exceptional and special circumstances, grant an advance of not more than two (2) months' basic salary.
- 3.9.3. In applying for the advance an employee should explain the circumstances leading to the situation which he could not have foreseen and therefore planned for.
- 3.9.4. An advance under this regulation may be granted only when an employee has no other outstanding salary advance i.e. where he/she has completed paying for the one previously taken.
- 3.9.5. Advance of salary will be made to an employee who has served for more than one (1) year and the advance can be fully recovered within the remaining period of service with the Fund.
- 3.9.6. After repayment of the salary advance, the employee can only qualify for another one after six (6) months except in exceptional situations where that employee is in an unforeseen and absolutely difficult situation to warrant another advance.
- 3.9.7. Recovery of salary advance will be made in reasonable installments for a maximum period of twelve (12) months or a shorter period if the employee contract ends in less than twelve (12) months.

### **3.10. Salary in Advance**

- 3.10.1. Salary in advance may also be considered by the Chief Executive Officer or HOD HRM under special circumstances.

- 3.10.2. An employee proceeding on annual leave may, when he avails himself of not less than one-half of his annual leave, be paid his salary for the month in which he proceeds on leave three (3) days before commencement of the leave.

**3.11. Car Loans and Mortgage**

- 3.11.1. The Fund may establish a Car Loan and Mortgage Scheme based on prevailing Government guidelines.

**3.12. Deductions from Salaries**

- 3.12.1. The Chief Executive Officer shall authorize any deductions including the following from the salaries of employees:

3.12.1.1. Any amount the deduction of which is authorized by any written law (Statutory Deductions).

3.12.1.2. Any amount due as a contribution to a provident fund, pension fund or superannuation scheme or any other scheme approved by the Board.

3.12.1.3. Any amount for damage done to, misuse or loss of the property of the Fund, which may be occasioned by willful default of an employee or any amount due for indebtedness to the Fund.

3.12.1.4. Any other deduction resulting from court orders subject to the deductions not exceeding one half of an employee's monthly salary and/or having the net effect of one's salary falling below a third of his basic salary. Where an employee is liable to refund any amount to the Fund, any such amount shall be deducted from the salary or any sums due to the employee in a manner as the Chief Executive Officer may deem fit subject to labour laws provisions.

**3.13. Deductions of Income Tax**

- 3.13.1. In addition to the income tax under PAYE arrangements, the Chief Executive Officer having been appointed an agent for the collection of income tax under the Income Tax Management Act may collect such tax by deduction from the employee's salary or any other sum due from the employee.



## **SECTION 4: ALLOWANCES**

### **4.1. Introduction**

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

### **4.2. Accommodation Allowance (Local Subsistence)**

- 4.2.1. Where an employee travelling on duty, is required to stay overnight away from his permanent station, he shall be paid accommodation allowance at rates determined by Government from time to time.
- 4.2.2. The rates of subsistence allowance are designed to meet the cost of accommodation at good but not luxury class hotels, meals, including service charges, local travelling (such as taxi, bus or train fare), incidental expenses including any taxes and an element in respect of essential entertainment.
- 4.2.3. Accommodation allowance will be paid for a maximum continuous period of thirty (30) days. However, an employee who is required to be away from his duty station for more than thirty (30) days will be paid accommodation allowance for the subsequent additional days at half ( $\frac{1}{2}$ ) rate up to a maximum period of five (5) months. Beyond this period, if the employee continues to work in the same station, this will be treated as a posting and accommodation allowance will cease to be applicable.
- 4.2.4. Where an employee's travelling and accommodation expenses are covered in full by the Fund or any other Organization, a residual allowance of up to one-quarter ( $\frac{1}{4}$ ) of the standard rate of subsistence allowance will be paid to him to cover incidental expenses.
- 4.2.5. 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 Fund.



- 4.2.6. Travelling expenses incurred from the airport, rail or bus terminus to a hotel or other residential place and vice versa, will be refunded where taxi services procured by the Fund are not available.
- 4.2.7. On transfer from one station to another, an employee may claim accommodation allowance for self and spouse and up to a maximum of four unmarried children, who are living with and are dependent on him should they be compelled to spend one or more nights on the journey. The rate of allowance for the spouse and children aged sixteen (16) years and above will be the same as that for the employee, and the rate for the children below sixteen (16) years will be one-half of the rates payable to the employee.
- 4.2.8. When a non-Kenyan is recruited to work in the country, he will on arrival, be eligible for payment of accommodation allowance at the rates applicable to his Job Grade, for himself, spouse and children for a period not exceeding thirty (30) days, subject to the approval of the Board. The spouse will be eligible for payment at full rate while four (4) unmarried children who are sixteen (16) years and below will be eligible for payment at half rate.
- 4.2.9. At the end of tour of service, the employee may draw accommodation allowance for a period not exceeding thirty (30) days when it is necessary for him to vacate his rented accommodation in advance of leaving the country.

#### **4.3. Telephone Airtime Allowance**

- 4.3.1. Eligible members of staff of the Fund shall be provided with telephone airtime at rates determined by Government guidelines from time to time.

#### **4.4. International/Overseas Subsistence Allowance**

- 4.4.1. An employee who is required to travel on duty outside Kenya will be granted Daily Subsistence Allowance at the rates as guided by Government circulars and policies from time to time.
- 4.4.2. The rates of Daily Subsistence Allowance which are payable for each complete period of hours commencing from the time of departure from Kenya are designed to meet the cost of accommodation at good, but not luxury class hotels, three meals a day including service charges, local travelling (such as taxi, bus or train fare), incidental expenses including any taxes and an element in respect of essential entertainment. In addition, travelling expenses incurred from the airport of disembarkation to a hotel or other

residential place and vice versa, airport charges, fees for vaccination, visas and passport charges will be refunded.

- 4.4.3. Where an employee's travelling and accommodation expenses are paid in full directly to the hosting institution/hotel by the Fund or any other Organization, a residual daily allowance of up to one-quarter (1/4) of the standard rate of Daily Subsistence Allowance may be paid to him to cover incidental expenses.. In cases where the sponsor does not meet the expenses directly but pays an allowance and such allowance is less than the standard rate of subsistence allowance, the employee may claim the difference from the Fund.
- 4.4.4. An employee travelling on duty abroad is normally expected to regularize his expenses within the standard rate of Daily Subsistence Allowance. Nevertheless, in very exceptional circumstances, for example, when hotels are heavily booked during an international meeting and the employee has no choice of accommodation or when the standard rate of subsistence allowance is insufficient for any other justifiable reasons, consideration will be given by the Chief Executive Officer for a refund of the additional expenses on production of receipted bills in respect of actual expenditure incurred.
- 4.4.5. However, the prevailing rates are reviewed regularly to approximate rates and are expected to be sufficient to afford an employee reasonable accommodation.

#### **4.5. Acting Allowance**

- 4.5.1. When an employee is appointed to act in a higher position, acting allowance shall be paid at the rate of twenty percent (20%) of his substantive salary (Basic pay) or as per any other rates determined by Government from time to time.
- 4.5.2. Acting Allowance shall be paid to an employee when he acts in a higher post for a continuous period of thirty (30) days or more; inclusive of weekends and public holidays.
- 4.5.3. When an employee having ceased to act in the higher post is required after an interval of not more than fifteen (15) days to act again in the same or another post and had not qualified for acting allowance on the first occasion, the number of days he acted on the first instance shall count towards the qualifying period of thirty (30) days on the second occasion.
- 4.5.4. An employee on acting appointment shall be eligible for all privileges and allowances attached to the higher post but not House allowance. Absence of less than thirty (30) consecutive days due to an employee being on urgent or annual leave or sick leave,

shall not be regarded as a break in an acting appointment provided the employee is required to act again on the same post immediately he resumes duty.

- 4.5.5. Appointment on acting basis is a temporary measure pending the substantive filling of the vacant post by either recruitment or resumption of duty by the substantive holder of the post. The appointment shall normally be limited to a continuous period of 6 months or until the vacant post is filled whichever is the earlier, but may be extended by the Fund if the post remains vacant.
- 4.5.6. Acting appointments shall not be approved to take effect from a date earlier than one (1) month prior to the date on which the recommendation is submitted to the Chief Executive Officer, as the case may be.
- 4.5.7. The payment of acting allowance shall be subject to recommendation by the HRAC and approval in accordance with the Fund's schedule of delegated powers.
- 4.5.8. When a post falls temporarily vacant due to the absence of the substantive holder, an acting appointment shall not be made unless the period of such absence exceeds thirty (30) days.
- 4.5.9. A recommendation for an acting appointment for a period of thirty (30) days or less will be considered for those cases where the law or regulations require that, in the absence of the substantive holder, the function of that public office can be exercised only if another employee is appointed in an acting capacity.
- 4.5.10. Acting Allowance shall not be paid against any post falling within the common establishment.
- 4.5.11. In all cases, an employee must be appointed to act in writing by the Board or such other employee to whom the Chief Executive Officer may delegate such responsibility.
- 4.5.12. Employees on probationary terms of appointment are not eligible for acting appointment.

#### **4.6. Special Duty Allowance**

- 4.6.1. Special Duty Allowance is payable to an employee who has been appointed to assume, in addition to his duties, other duties of a higher salary post, or at the substantive level, duties of a separate and distinct nature, where additional duties constitute more responsibilities than his own for a continuous period of thirty (30) days or more.
- 4.6.2. Special Duty Allowance is also payable when an employee is required to take over duties of a higher post but is disqualified from an acting allowance because of any of the following:
- a) Lack of required professional qualifications.
  - b) Lack of necessary experience.
- 4.6.3. Special Duty Allowance shall be payable at the rate of 15% of the employee's basic salary or as may be determined by Government from time to time.
- 4.6.4. The maximum period for payment of Special Duty Allowance is six (6) consecutive months or until the position is filled, whichever is the earlier. During that period, arrangements should be made to fill the higher post in substantive capacity. Where the position is not filled within this period, the Board or Chief Executive Officer may extend the payment period for a further period not exceeding six (6) months or until the position is substantively filled, whichever is earlier.
- 4.6.5. Employee shall not be called upon to perform duties of a post that is more than two (2) grades higher than the employee's substantive grade.
- 4.6.6. Special Duty Allowance shall not be paid when an employee who has been appointed to perform duties in a higher post is absent from duty for a period of more than thirty (30) days.
- 4.6.7. An employee performing the duties of a higher post shall be eligible for subsistence and travel allowance payable to an office of that post. However, the employee shall not qualify for house allowance and other remunerative allowances assigned to the higher post.

#### **4.7. Transfer Allowance**

- 4.7.1. When an employee is transferred from one station to another, he will be eligible for payment of transfer allowance amounting to one (1) month's basic salary immediately



he is released and reported to the new station provided the new station is not less than forty (40) Km from the old station.

4.7.2. Transfer allowance will not be paid to: -

- a) Field employees such as Project Staff when moving from one camp to another;
- b) Employees who are posted on temporary basis (i.e. on relief duty) for a period not exceeding five (5) months; and
- c) Employees who are transferred on their own request to suit their own convenience.

#### **4.8. Meal Allowance**

4.8.1. Meal allowance will only be paid to employees travelling on duty within the country but who are not required to spend a night away from the permanent duty station.

4.8.2. Meal allowance will not be paid alongside Daily Subsistence Allowance.

4.8.3. Meal allowance shall be paid at the rate of 15% for breakfast, 20% for lunch and 20% for dinner of the Daily Subsistence rate applicable.

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

#### **4.9. Hardship Allowance**

4.9.1. An employee stationed in designated hardship areas from time to time, shall be granted hardship allowance based on guidelines from the Government from time to time.

#### **4.10. Extraneous Allowances**

4.10.1. Extraneous allowance is payable to employees designated by Government guidelines at prescribed rates.

#### **4.11. Leave Allowance**

4.11.1. An employee shall be required to take a minimum of ten (10) days of his/her annual leave entitlement to qualify or to be eligible for leave allowance.



- 4.11.2. All employees will be eligible for leave allowance once a year. For ease of administration, the allowance will be paid through the payroll.
- 4.11.3. All officers shall be eligible for leave allowance payable once a year. The rate of leave allowance will be one third of an employee's monthly basic salary or Kshs. 50,000 whichever is the less.
- 4.11.4. An employee stationed in any designated hardship area and who proceeds on leave twice a year and takes not less than half ( $\frac{1}{2}$ ) of his entitlement shall be eligible for full payment of leave allowance twice per year.

#### **4.12. Commuter/Transport Allowance**

- 4.12.1. All employees will be eligible for commuter/transport allowance provided they are not facilitated with Fund transport.
- 4.12.2. The rates of the allowances will be as per the prevailing Government guidelines.
- 4.12.3. Employees who may use their own motor vehicles on official duty, in lieu of official transport, shall be eligible for mileage allowance at prevailing AA rates subject to government guidelines.
- 4.12.4. It will be an offence for an employee in receipt of commuter allowance or mileage allowance to use Fund vehicle to and from the office.

#### **4.13. Risk Allowance**

- 4.13.1. Employees such as accountants and drivers carrying large sums of cash to or from the bank or employees who carry out enforcement duties may be paid risk allowance as determined by the Government from time to time.

#### **4.14. Non-Practicing Allowance**

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

#### **4.15. Entertainment Allowance**

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

#### **4.16. House Allowance**

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

#### **4.17. Special Task Force Allowance**

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

#### **4.18. Retreat Allowance**

- 4.18.1. Employees carrying out specific duties, outside their duty station, shall be paid an allowance as provided for in the prevailing Government guidelines.
- 4.18.2. 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.
- 4.18.3. No employee should be involved in more than one role in a workshop at a given time.

#### **4.19. Other Allowances**

The Fund may pay other allowances to different categories of officers in various circumstances. Such allowances shall be determined and communicated from time to time.

#### **4.20. Mortgage Loans**

- 4.20.1. The Fund shall run a mortgage scheme for its employees to encourage employees to own residential houses. Employees will be eligible to apply for these loans provided that a third (1/3) of their basic salary are maintained after the loan deductions.
- 4.20.2. The interest rates charged on these loans will be approved by the Board in line with Government guidelines issued from time to time.
- 4.20.3. Loan entitlement for each grade and repayment schedule shall be guided by Government mortgage regulations.
- 4.20.4. The scheme shall be managed in accordance with the regulations developed by the Fund.

## **SECTION 5: MEDICAL BENEFITS**

### **5.1 Introduction**

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

### **5.2 Management of the Medical Scheme**

- 5.2.1 The Fund shall procure an in-patient and outpatient medical insurance scheme for the employee, one (1) spouse and up to four (4) dependent children. The limit of the medical cover shall be approved by the Board in concurrence with relevant government agencies.
- 5.2.2 Members of staff will continue to be members of the Medical Scheme provided by WSTF.

### **5.3 Accidents on Duty**

- 5.3.1 An accident on duty is an accident where the employee suffers personal injury: In the actual discharge of his duty; without his own default and/or on account of circumstances specially attributed to the nature of his duty.
- 5.3.2 In the event that the employee is unable to make the report of the injury or if fatally injured the Supervising Employee should make the report in writing to the HOD of HR department as soon as he learns of the same injury.
- 5.3.3 Upon receiving the report of the injury in respect to the employee, the Fund shall lodge a claim with the Fund's appointed insurance broker or underwriter, as the case may be, with a view of seeking compensation for the said employee.
- 5.3.4 Any claim for benefits should be submitted/reported to the Insurance Company immediately or as per the terms of the policy.
- 5.3.5 If an employee sustains an injury in the execution of his duty and the injury is not due to his negligence or misconduct, the Board may, at its discretion, authorize that the cost of any special treatment, medical comforts and appliances be borne by the Fund. Application for financial assistance under this regulation should be forwarded to the Human Resources Department.

5.3.6 If the request is approved, the Fund shall bear the whole cost of such treatment and will in turn claim the maximum amount allowed under the Group Personal Accident cover (GPA) from the Insurance Underwriters.

#### **5.4 Insurance Policies**

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

- (i) Group Life Assurance, to include WIBA.
- (ii) Group Personal Accident; and
- (iii) Travel insurance.
- (iv) Benevolent

5.4.2 The Fund will procure an insurance scheme to cover all employees against accidents which may occur anytime, anywhere whether on duty or not.

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

## **SECTION 6: LEAVE**

### **6.1 Introduction**

- 6.1.1 Annual leave is granted in conformity with provisions of the Labour laws and the timing of the leave is subject to the exigencies of duty.
- 6.1.2 Heads of Departments will circulate leave schedules for their employees in June to provide anticipated leave dates in order to allow proper planning and alignment with the respective work plans. The leave schedules shall be submitted to the HOD of the HR department in the first month of the fiscal year.
- 6.1.3 Annual leave will not be commuted for cash. However, in special circumstances, if it has been determined that an employee cannot proceed on annual leave due to exigencies of service, the CEO may approve leave commutation. In the case of separation from employment the Chief Executive Officer will have the discretion to approve depending on the circumstances which made it impossible for the employee to utilize the leave days.

### **6.2 Categories of Leave**

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

### **6.3 Annual Leave**

- 6.3.1 An employee will be eligible for annual leave at the commencement of a “leave year” except in the case of a newly appointed employee who will be required to complete a minimum of three (3) months service before being entitled to annual leave. For this purpose, a “leave year” shall commence on the 1<sup>st</sup> of July and end on the 30<sup>th</sup> of June of the following year. “Annual Leave” year is linked to the Government Financial Year.



- 6.3.2 Annual leave for a newly appointed employee will be calculated on a pro-rata basis for the year of his appointment.
- 6.3.3 All employees, irrespective of their grades, will be entitled to thirty (30) working days' annual leave. The annual leave computation will exclude Saturdays, Sundays and Public Holidays.
- 6.3.4 Annual leave is not cumulative. Hence, leave earned shall be taken within the leave year it falls due during the year or be forfeited. However, an employee may, if he so wishes, carries forward from one (1) leave year to another not more than half of his annual leave entitlement.
- 6.3.5 Deferment of annual leave from one (1) leave year to another shall be permitted subject to the provisions of the Employment Act.
- 6.3.6 An employee who has not utilized the annual leave due for the year in which his employment ceases will be entitled to annual leave on pro-rata basis. In addition, an employee may be granted the annual leave carried forward from the previous leave year.
- 6.3.7 An employee stationed in a designated hardship area may avail himself of his annual leave in two (2) portions. Each portion should be taken once every period of six (6) months, i.e. from 1<sup>st</sup> July to 30<sup>th</sup> December and from 1<sup>st</sup> January to 30<sup>th</sup> June.
- 6.3.8 An employee stationed in a hardship area who takes not less than half of his annual leave entitlement once every period of six months, will be granted in addition to his leave travelling time of five (5) days each way and normal travelling privileges in terms of this manual.

#### **6.4 Maternity Leave**

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

## **6.5 Child Adoption Leave**

- 6.5.1 An employee, who has been granted adoption rights under the Children's Act and wishes to take leave for purposes of bonding and integrating the child into the family, will be entitled to Child Adoption Leave.
- 6.5.2 An officer is entitled to adoption leave with full pay upon production of supporting legal documents. The leave shall be granted as follows:
- a) Not more than three (3) years of age, an employee shall be entitled to three (3) months' adoptive leave with full pay.
  - b) Above three (3) years of age but below twelve (12) years of age, the employee shall be entitled to two (2) months' adoptive leave with full pay.
  - c) Above twelve (12) years of age, the employee shall be entitled to one month's adoptive leave with full pay.
- 6.5.3 Where the adoption is by both the employee and spouse, and the spouse is also an employee in the Fund, child adoption leave will only apply to the female employee.
- 6.5.4 The Child adoption leave will commence once the employee produces an adoption order
- 6.5.5 A female employee on adoption leave shall not forfeit her annual leave.
- 6.5.6 A male employee is entitled to leave of up to a maximum of ten (10) working days whenever he and/or his spouse adopt a child.

## **6.6 Paternity Leave**

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

## 6.7 Sick Leave

6.7.1 Sick leave is granted to cover illness, which prevents an employee from attending work. An employee may be granted sick leave subject to the maximum period indicated herein provided it is certified that there is reasonable prospects of eventual recovery and fitness for duty:

- a) Any absence from duty due to ill health must be supported by a sick sheet duly signed by a qualified Medical Practitioner certifying the employee's inability to work due to ill health. In the absence of a sick sheet, the employee's absence will be treated as unauthorized.
- b) An employee on sick leave as a result of an accident or occupational disease will be entitled to full pay as per the Work Injury Benefits Act. The employee will however, be subject to assessment by the Medical Board to determine his fitness for further service.
- c) If the employee is unable to resume duty within the first three (3) months of sick leave, the Chief Executive Officer will refer the case to the Director of Medical Services to convene a Medical Board with a view to determining whether or not there are reasonable prospects of eventual recovery and fitness for duty.
- d) On the expiry of six (6) months, the employee shall not be reinstated in the payroll until his case is determined as provided in paragraph (c) above
- e) Where an employee is found to be unfit for service by the Medical Board, the case shall be referred to the Board for retirement on medical grounds.
- f) Sick leave may be authorized by registered medical practitioners for up to a maximum of twenty-one (21) days. Should it be necessary to allow absence from duty in excess of this period, the medical practitioner shall provide reasons.
- g) In the case of sick leave rendered necessary by an employee's own neglect or misconduct, his full salary may be forfeited for the whole period of absence from duty.
- h) Employees will be granted up to three months (3) sick leave with full pay followed by three months on half pay in a leave year when the circumstances so demand.
- i) Sick leave in excess of three months will require confirmation of the Director of Medical Services who will decide if the employee should be examined by a Medical Board with the view to determining whether or not there is reasonable prospect or eventual recovery and fitness for duty.
- j) An employee on sick leave will submit a Sick Sheet/Medical Report to their HOD with copy to HR department immediately on resumption of duty.

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

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

## **6.8 Compassionate Leave**

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

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

## **6.9 Unpaid Leave**

6.9.1 An employee may be granted unpaid leave on the grounds of: -

- a) Urgent private business or proven cases of exceptional hardships for a period not exceeding sixty (60) calendar days.
- b) employees whose spouses are posted to foreign missions during the tour of service;
- c) employees who are appointed to international organizations where they cannot transfer their service or be on secondment for a period not exceeding three (3) years;
- d) Spouses of employee appointed under (b) above, will be granted unpaid leave for a maximum non-renewable period of one (1) year.

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

6.9.3 Unpaid leave will not be increment earning.

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

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



## **6.10 Study/ Exam Leave**

- 6.10.1 An employee may be granted a study leave in a leave year to prepare for/write examinations for either a self-sponsored course or Fund's sponsored courses so long as the course had previously been approved by the HRAC.
- 6.10.2 The Fund may also grant a study leave of up to two (2) years to an employee who has been sponsored for full time course of training. Such a course must have been approved by the HRAC in advance except as provided under section 9.10.1 (b).

## **6.11 Special Leave for Sportsmen/Women**

- 6.11.1 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.
- 6.11.2 An employee who is selected to represent Kenya in National, Regional or International fixtures will be granted special leave with full salary for the necessary period of his training and subsequent participation in sports.

## **6.12 Leave for Special Purposes**

- 6.12.1 Leave of absence on occasions of religious festivals may be granted without loss of pay for not more than two (2) days in a leave year, subject to the exigencies of service. An application for leave on such an occasion should be addressed to the HOD and reported to HOD HR in advance of the date on which any particular religious festival is celebrated.
- 6.12.2 The special leave will not be counted against annual leave entitlement and will be authorized by the HOD HR.

## **6.13 Terminal Leave Pending Retirement**

- 6.13.1 Terminal Leave pending retirement will be taken by an employee pending his retirement. It will be the last official leave to be taken by an employee during his period of service with the Fund.
- 6.13.2 An employee who is due for retirement is entitled in addition to his annual leave, thirty (30) calendar days' terminal leave pending retirement. This leave must be taken thirty (30) calendar days preceding retirement and will however, neither be commuted for cash nor will the employee qualify for additional leave allowance.



## 6.14 Public Holidays

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

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

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

## 6.15 Application for Leave

6.15.1 Application for leave should be submitted in the prescribed form to the respective Heads of Functional area

6.15.2 The Head of Department will be required to forward leave recommendations as per the annual leave plan to the HOD, HR for approval on behalf of the Chief Executive Officer. Subsequently the HOD, HRM shall communicate the leave approval to the employee indicating the balance of leave days. However, leave for HOD's shall be approved by the Chief Executive Officer.

## **SECTION 7: TRANSPORT**

### **7.1 Transport**

7.1.1 Transport in the Fund is regulated through the Fund's Transport Policy. This section addresses various aspects of the Transport Policy and includes the transport of employees while on duty and use of Fund's vehicles. It includes travelling privileges to members of the employee's family in certain circumstances and transportation of personal effects.

7.1.2 Free transport means transport at the Fund's expense by rail, road, and sea or by air.

7.1.3 Free transport shall also be provided for employees only whilst traveling on duty.

7.1.4 The Fund shall provide free transport to an employee, spouse and up to four (4) unmarried children under twenty-five (25) years of age who are dependent on him, on occasions when traveling on transfer, approved medical treatment/convalescent leave or on retirement.

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

### **7.2 Traveling by Public Transport**

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

### **7.3 Traveling in Own Car on Official Duty**

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

7.3.2 Where such permission is granted, the employee will claim reimbursement based on the prevailing Automobile Association of Kenya (AA) rates. The vehicle capacity will be subject to prevailing government guidelines.

## **7.4 Traveling in Official Vehicles**

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

## **7.5 Management of Vehicles**

- 7.5.1 The Chief Executive Officer shall ensure that a register for all vehicles shall be opened and maintained up to date. The register shall contain the following particulars in respect of each vehicle: -
- (i) Description of vehicle
  - (ii) Chassis number
  - (iii) Engine number
  - (iv) Registration mark and number
  - (v) Log Book number
  - (vi) Date vehicle purchased
  - (vii) Vehicle Insurance particulars and copy of Insurance Disc
- 7.5.2 Each vehicle shall have a file in which all relevant documents and correspondence shall be filed, including, as far as possible, related expenditure records.
- 7.5.3 It shall be the responsibility of the Chief Executive Officer to ensure that vehicles are used properly. He shall put in place mechanisms for ensuring centralized overnight garaging and parking of the vehicles and arrange for proper custody of ignition keys.
- 7.5.4 All Drivers shall have a valid driving license appropriate for the class of vehicle. Any employee authorizing improper use of the vehicle shall be held personally responsible,

making him liable to disciplinary action which would include making good for pecuniary loss and may be liable to dismissal from the service.

7.5.5 Drivers shall at all times observe the highest standards of road conduct.

## **7.6 Reporting of Accidents**

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

7.6.2 In addition to providing a report to the Police, if the driver shall not be incapacitated by the accident, he shall submit a preliminary accident report to the Chief Executive Officer within twenty-four (24) hours of the occurrence of the accident.

## **7.7 Traveling by Air**

7.7.1 When required to travel by air, all members of staff shall be governed by the prevailing Government policy in terms of class of travel.

7.7.2 An employee travelling on duty by air shall not be granted any baggage allowance in addition to the free allowance on the air ticket, unless in special circumstances in which excess baggage shall be considered by the Chief Executive Officer.

## **7.8 Travelling by Taxi**

7.8.1 An employee may be compelled to travel by taxi on duly authorized official duty; while attending/returning from a course, conference, seminar, workshop or meeting.

7.8.2 In the circumstances above and where the Fund's taxi services are not available, an employee may be reimbursed the cost of taxi fares at the standard rates.

7.8.3 Claims for motor vehicle allowance or the reimbursement of taxi fares should be certified by the employee in charge of Transport to the effect that, no Fund vehicle was available.

7.8.4 When need arises to supplement official transport with hired transport, these services may be obtained from reputable firms' subject to prior written approval by the Chief Executive Officer and compliance to procurement regulations.



## **7.9 Travelling for Interview**

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

## **7.10 Transportation of Baggage**

7.10.1 Where transport is not provided to an employee when traveling on transfer, termination of appointment or retirement, the employee shall be permitted to carry personal baggage by rail or road at the expense of the Fund. The employee shall be reimbursed the cost of transport at the prevailing rates of baggage allowance as shall be determined by the Fund in consultation with Government from time to time.

7.10.2 In addition, in case of a deceased employee, the legal representative shall be eligible for the re-imbusement.

## **7.11 Transportation for Burial**

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

7.11.2 Employees authorized to travel for burial of deceased employee, parent, spouse or child shall be availed transport and a maximum of two days per diem (where the burial is out of station) as per approved policy.

7.11.3 An employee may be authorized to travel for burial of an extended family member and one member of the delegation will be paid a token equal to one day's per diem as per the approved policy to take care of colleague's meal.

## **SECTION 8: PERFORMANCE MANAGEMENT**

### **8.1 Introduction**

- 8.1.1 This Section provides guidelines for Performance Management in the Fund for enhancement of efficiency and effectiveness in service delivery.
- 8.1.2 The overall goal of the Fund's Performance Management System (PMS) is to measure employee performance and ultimately the achievement of intended results for the organization. The Fund will therefore take into account individual performance and reward employees for their contribution in a fair and equitable manner. The Performance Management System has therefore been designed to achieve this objective, among others.

### **8.2 Strategic Planning**

- 8.2.1 Strategic planning for the achievement of overall long term goals of the Fund will be undertaken by the Board.
- 8.2.2 The strategic plans will be the basis for setting performance targets for the Fund which shall be cascaded to the individual level.

### **8.3 Performance Contracting**

- 8.3.1 Performance contract shall be anchored on national development goals with clear linkage to the Fund's strategic plan. It shall be cascaded to all Department/Divisions, levels and cadres of employees.
- 8.3.2 It will be the responsibility of management to link the Performance Contracts with the Performance Appraisal System (PAS) and the Performance Rewards and Sanctions Framework.

### **8.4 Staff Performance Appraisal System**

- 8.4.1 Staff Performance Appraisal system (SPAS) 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 employee development, career guidelines, placement, rewards and sanctions.
- 8.4.2 The Performance Management System will support the Fund to attain the following, among others:

- a) Attract qualified employees;
- b) Retain qualified employees;
- c) Motivate employees by rewarding good performance; and
- d) Support management in the realization of the objectives of the Fund.

8.4.3 The system provides for setting of performance targets, work planning and evaluation of performance.

## **8.5 Objectives of Performance Appraisal**

8.5.1 Staff Performance Appraisal is a critical component of the human resource management function. The overall objective of the appraisal system is to manage and improve performance by enabling a higher level of members of staff participation and involvement in planning, delivery and evaluation of work performance.

8.5.2 The specific objectives are to: -

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

## **8.6 Performance Management Process**

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

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

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

- a) Upon employment, an employee will be given a job description for appointed position;
- b) An employee will be required to confirm receipt and attest to having read and understood the job description by signing a copy, which will be placed in his personal file; and

8.6.3 Job description will contain the following basic information:

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

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

## **8.7 Work Planning and Setting of Performance Targets**

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

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

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

8.7.4 As part of the Staff Training and Development Plan, every employee will indicate at least one training goal to be achieved in the reporting period as agreed with the



supervisor. This may include special assignments, continuing education, on the job training, seminars, conferences or study tours.

## **8.8 Appraisal Period**

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

## **8.9 Continuous Performance Appraisal**

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

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

## **8.10 Mid-Year Performance Review**

8.10.1 The main purpose of the mid-year Performance Review is to accord both the Supervisor and Appraisee the opportunity to jointly review the progress made by the Appraisee in accomplishing the assignments agreed on at the beginning of the Appraisal period.

8.10.2 The review which should be in the form of discussions should be undertaken within one (1) month after the end of the half-year and 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. Any changes, additions or removal of performance targets should however only be made in the event that there have been significant changes in the nature of functions carried out by the Appraisee and which may necessitate revision of performance targets.

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

## **8.11 End of Year Appraisal Process**

8.11.1 The End of Year Appraisal will take place within three (3) months after the end of the performance year.

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

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

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

## **8.12 Performance Rating Levels**

8.12.1 An employee's performance will be rated in accordance with the approved rating criteria at the Fund.

## **8.13 Appeals**

8.13.1 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 HOD responsible for Human Resource for another review of his performance.

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

## **8.14 Rewards and Sanctions**

8.14.1 The Fund shall have an incentive scheme aimed at rewarding members of staff based on the value they are adding to the Fund in relation to their performance, approved experience and professional skills/competence. This framework therefore establishes a basis for rewarding exemplary performance and administering sanctions for poor performance, motivating employees to have positive attitude to work and to enhance productivity in the Fund.

8.14.2 The Chief Executive Officer will be responsible for the administration of the rewards and sanctions policy through the advice of HRAC.

8.14.3 HRAC will also handle cases of appeals after employees have exhausted all review mechanisms.

8.14.4 Testimonials and letters of commendation may be awarded to employees by supervisors as a motivation for exemplary service.

8.14.5 The rewards and sanctions shall be as set out in the Rewards and Sanctions Framework for the Fund and will be composed of the following;

- 
- a) Compensation
  - b) Annual Bonus
  - c) Incentives
  - d) Awards

### **8.15 Appeals on employee Performance Appraisal process**

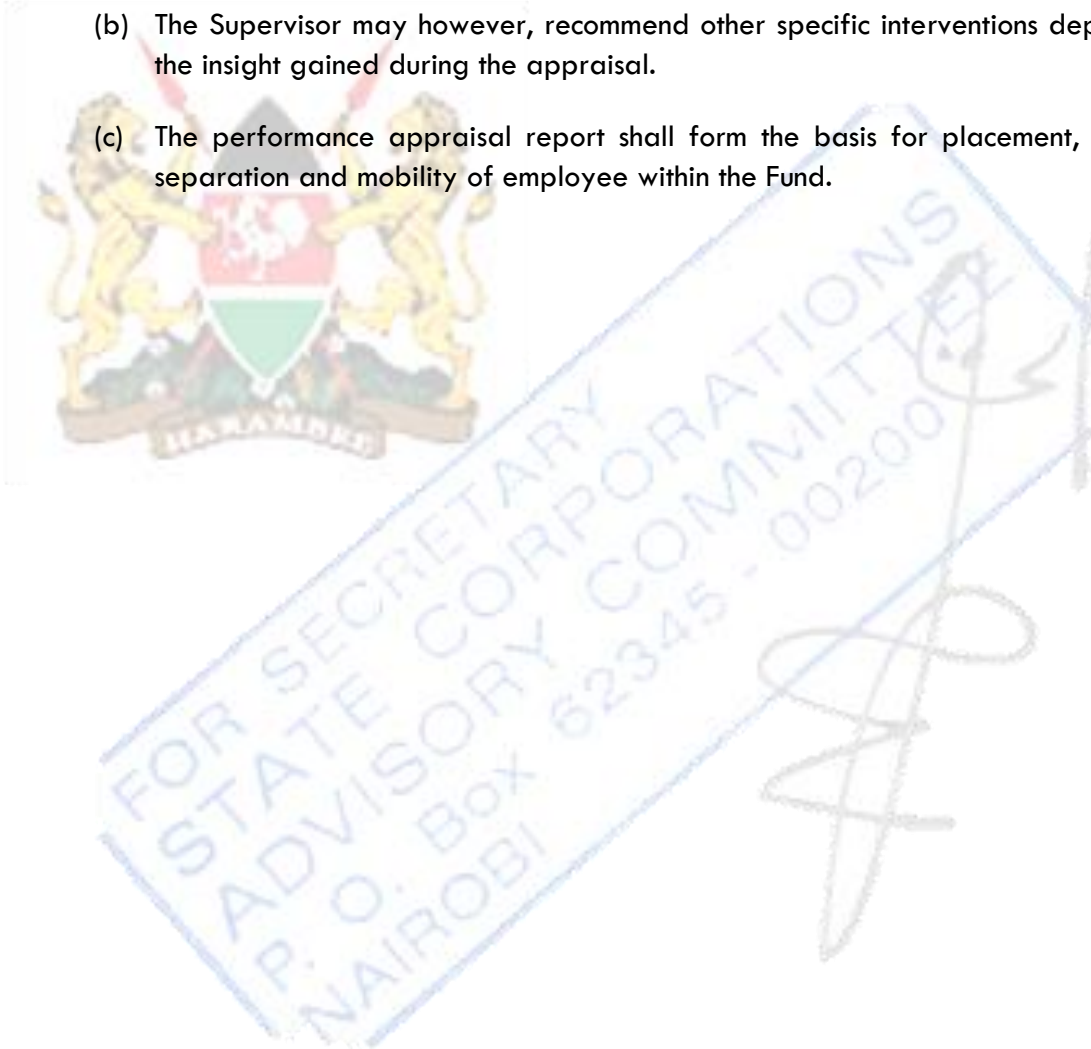
Appeals on performance assessment shall be submitted to the HRAC for consideration.

### **8.16 Rules of Conduct for the HRAC**

- (a) Members of the HRAC shall be expected to perform their duties with diligence, integrity, impartiality and confidentiality.
- (b) In the event that there is disagreement between the supervisor and an appraisee on assessment of performance, the Committee will moderate the scores based on verifiable performance indicators and make recommendation to the Chief Executive Officer.
- (c) Members of HRAC will not discuss or make recommendations in respect of their own performance reports. The Chief Executive Officer shall complete the Performance Appraisal reports for the members of the Committee and make appropriate recommendations to the Board.
- (d) Members of the HRAC may also be eligible for the awards, provided that they excuse themselves from participating in any decision-making regarding any award for which they are being considered.
- (e) The Chief Executive Officer shall be appraised by the Board.

## 8.17 HRAC Recommendations

- (a) Chief Executive Officer shall, on the recommendation of the HRAC and approval of the Board and the Government reward excellent performance and apply the appropriate intervention in accordance with the Rewards and Sanction Framework.
- (b) The Supervisor may however, recommend other specific interventions depending on the insight gained during the appraisal.
- (c) The performance appraisal report shall form the basis for placement, promotion, separation and mobility of employee within the Fund.





## SECTION 9: TRAINING AND DEVELOPMENT

### 9.1 Policy Statement

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

- 9.1.6 An employee who has been on training will be eligible for his normal annual leave only for the year he resumes duty in addition to the leave days officially carried forward before proceeding on training.
- 9.1.7 The Fund shall not sponsor employees for undergraduate degree courses.
- 9.1.8 Supervisors will assess the impact of the training by employees during annual appraisal.

## **9.2 Training Strategy**

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

- a) at the Fund level;
- b) at the relevant Departmental/Divisional/Sectional functional level;
- c) at the Individual level;

9.2.2 To this end, the Fund will draw up and maintain an Annual Training Plan that will address these levels. The following factors will be taken into account when planning training programs:

- a) Objectives of the training;
- b) Content of training;
- c) Costs involved (vis-à-vis the cost of not training);
- d) Likely benefits and how they can be evaluated;
- e) Training methods available and their appropriateness;
- f) The location and timing of any training program; and
- g) Who will provide the training.

9.2.3 The Fund's training strategy will ensure competent manpower for long range career development and succession planning within the Fund.

## **9.3 Training Needs Assessment**

9.3.1 Training in the Fund shall be based on Training Needs Assessment (TNA) which shall be conducted every year.

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

## **9.4 Course Approval**

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

## **9.5 Progress Reports**

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

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

## **9.6 In-House Training Programmes**

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

9.6.2 In designing training programmes, the Head of Human Resources should ascertain the availability of: -

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

## **9.7 Criteria for Training Funds Allocation**

9.7.1 The HRAC shall consider the following while allocating training funds:

- a) The number of staff in each department weighted against the Training Budget.
- b) The Fund training priority areas as identified by the Training Needs Assessment.

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

## **9.8 Sponsorship for Education and Professional Training**

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

## **9.9 Conditions for Sponsorship**

- 9.9.1 Permanent employees may qualify for training sponsorship by the Fund.

9.9.2 Staff serving on temporary or contract terms may qualify for training sponsorship by the Fund based on cost and budget, duration of pending service and value to the Fund.

9.9.3 The Fund will sponsor members of staff for courses approved by the HRAC.

9.9.4 Members of staff on probation shall be expected to wait for confirmation before they can benefit from the Fund's training funds. They may, however, attend seminars and conferences as approved by the Chief Executive Officer and also benefit from training geared towards staff induction.

9.9.5 Subject to the availability of funds, the Fund shall endeavor to assist all its employees including Temporary staff acquire skills and competence relevant to their jobs.

## **9.10 Under Graduate Training**

- a) The Fund shall not sponsor serving employees for undergraduate programmes. Where there is need for skills at this level, the Fund will procure the same from the labour market. However, employees who wish to sponsor their training shall be granted approval.
- b) Notwithstanding (a) above and in a bid to ensure the marginalized and minority groups and persons with disabilities are represented at all levels of the Fund, the Fund may recommend sponsorship of employees for relevant undergraduate degree programmes, based on identified training needs in line with affirmative action programmes.
- c) Any recommendations made in (b) above shall be forwarded to the Board for approval.
- d) The affirmative action for under-graduate degree programmes shall remain in force until such time that a representation in the Fund is achieved.

### **9.10.1 Masters Programmes**

- a) The Fund will continue to support and approve training at Masters level for employees requiring the skills at this level for performance and career growth as prescribed in the respective Career Guidelines.
- b) The Fund shall not support employees for second Masters programmes.
- c) WSTF will prioritize masters programmes which the Fund requires and may give incentives to employees willing to take the specified courses.



- d) For an employee to be eligible for sponsorship they must have served a minimum of three (3) years' continuous service in the Fund.

### **9.10.2 PhD Programmes**

- a) The Fund shall not sponsor serving employees for PhD programmes. However, employees wishing to pursue the PhD under the self-sponsorship arrangement will be approved on condition that the area of study is relevant to their duties, has completed two (2) years' service since the last long course and the approval shall not provide for reimbursement of training expenses.
- b) The Fund will consider financial assistance or approve request for training at this level on a case by case basis provided that the area of study is a national priority or is focused towards the Fund's strategic needs as outlined in its strategic plan and the course is relevant to the employee's current or potential future job.

9.10.3 Members of staff sponsored by the Fund may be required to share the cost of the course to be undertaken at such a ration as may be determined by the HRAC and the Government.

9.10.4 Sponsorship of an employee for training, where approved, shall not exceed two (2) years duration.

### **9.11 Expenses to be met by the employee**

9.11.1 An employee will be responsible for meeting all expenditure in connection with the course on the following items from the allowance payable to him:

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

### **9.12 Expenses to be met by the Fund under Full Sponsorship**

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

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

### **9.13 Mentorship Programme**

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

### **9.14 Training Levy**

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

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

### **9.15 Management and Co-ordination of Training**

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

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

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

## **9.16 Conditions Applicable to Employees on Training**

### **9.16.1 Salary and Allowances**

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

### **9.16.2 Provision for Annual Leave while on Training**

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

### **9.16.1 Training Reports**

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

### **9.17 Self-Sponsored Courses**

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

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

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

### **9.18 Reimbursement of Training and Examination Fees**

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

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

### **9.19 Refund of Training Expenses**

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



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

**9.20 Conference and Seminars**

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

**9.21 Security Bond**

**9.21.1** An employee who attends a training lasting more than six (6) months, will be required to enter into a formal agreement binding him to serve the Fund.

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

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

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

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

**9.22 Monitoring and Evaluation**

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



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

### **9.23 Training Projection**

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

### **9.24 Skills Inventory**

**9.24.1** The Fund will develop, update and maintain a skills inventory for all employees for purposes of identifying the available competencies and the required skills in order to plan for training or recruitment to address the identified gaps and for succession management.

### **9.25 Subscription to Professional Bodies**

**9.25.1** The Fund will support employees to become members of relevant and approved professional associations.

**9.25.2** The employee will meet the cost of registration and the initial subscription. Thereafter, the Fund will meet the subsequent subscriptions, practising certificate and cost of continuing professional developing training.

## **SECTION 10: CODE OF CONDUCT AND ETHICS**

### **10.1 Introduction**

- 10.1.1 This Section contains general rules of conduct to be observed by officers so as to maintain integrity and uphold the dignity of the public office to which he has been appointed. Every officer occupies a special position in the Fund and should ensure that his conduct both in public and in private life does not bring the Fund into disrepute.
- 10.1.2 Regulations governing discipline in the Fund and the procedure to be followed in cases of breach of discipline are contained in this manual.
- 10.1.3 In addition, an officer is required to comply with the provisions of all laws including Chapter Six of the Constitution on Leadership and Integrity and Articles 10 and 232 of the Constitution; Leadership and Integrity Act, 2012; Public Officer Ethics Act, 2003; Anti-corruption and Economic Crimes Act, 2003; Labour Relations Act, 2007 the Employment Act, 2007; Proceeds of Crime and Anti-money Laundering Act, 2009, and Public Officer Ethics Act, 2003
- 10.1.4 Officers are required to adhere to their respective professional codes of conduct. It is imperative that an officer adheres to these rules of conduct, and such other rules which may be introduced from time to time.
- 10.1.5 All employees shall be required to sign the code of conduct upon employment.

### **10.2 Policy Statement**

- 10.2.1 The collective personal conduct of Fund employees portrays the corporate image of the Fund. Therefore, Fund maintains this code of conduct to guide its employees with respect to standards of conduct expected in areas where improper activities could damage the Fund's reputation and otherwise result in serious adverse consequences to the Fund and to employees involved.
- 10.2.2 An employee's actions under this Policy are significant indications of the individual's judgment and competence. Accordingly, those actions constitute an important element in the evaluation of the employee for position assignments and promotion. Correspondingly, insensitivity to or disregard of the principles of this Policy will be grounds for appropriate management disciplinary action.

## **10.3 Objectives**

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

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

## **10.4 Scope**

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

**10.4.2** In the event of any inconsistency between the provisions of this Code, the general code in the Public Officer Ethics Act, Cap. 183 and the general code in the Leadership and Integrity Act, 2012 the latter shall prevail.

## **10.5 Policy Purpose**

**10.5.1** The purpose of this Code is to affirm, in a comprehensive statement, required standards of conduct and practices with respect to delivering Fund services with integrity, professionalism, economic use of resources, accountability, and objectivity at all times.

## **10.6 Core Values, Guiding Values, Principles and Requirements**

**10.6.1** The employees of the Fund shall be guided by the national values and principles of governance in Article 10 of the Constitution; provisions of Chapter 6 of the Constitution on Leadership and Integrity; Part II of the Leadership and Integrity Act, 2012 as well as the Public officers Ethics Act, 2003 revised in 2009.

**10.6.1** The employees of the Fund shall aspire to uphold the national values and principles of governance being;

- (i) Patriotism, national unity, the rule of law, democracy and participation of the people;
- (ii) Human dignity, equity, social justice, inclusiveness, equality, human rights, non-discrimination and protection of the marginalized;
- (iii) Good governance, integrity, transparency and accountability; and
- (iv) Sustainable development.

## **10.7 Rule of Law**

**10.7.1** All employees shall carry out their duties in accordance with the law. In carrying out his duties, a Fund employee shall not violate the rights and freedoms of any person under chapter 4 of the Constitution.

## **10.8 Conflict of Interest**

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

- (i) Use his best efforts to avoid being in a position in which his personal interests conflict with his official duties

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

**10.8.2** Any employee whose personal interests are potentially or actually in conflict with those of his duties shall declare the personal interests to the Chief Executive Officer in writing.

**10.8.3** Other situations which constitute a conflict of interest; -

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

## **10.9 Office Hours**

**10.9.1** The official hours are as follows:

a) Nairobi and all other Regions  
Monday to Friday:

<b>8.00 a.m. to 1.00 p.m.</b>	-	<b>(5 hours)</b>
<b>1.00 p.m. to 2.00 p.m.</b>	-	<b>Lunch Break</b>
<b>2.00 p.m. to 5.00 p.m.</b>	-	<b>(3 hours)</b>

Due to demographic condition, working hours may be as follows:

b) Mombasa and Northern Kenya  
Monday to Friday:

<b>7.30 a.m to 12.30 p.m.</b>
<b>2.30 p.m. to 5.30 p.m.</b>



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

**10.9.3** For the effective running of the Fund, the employees should observe punctuality and regular work attendance. In case an employee is not in a position to report to work in the morning or is delayed, the head of the respective Department should be notified not later than 12.00pm after which the employee will be considered absent.

**10.10 Official Office Attire**

**10.10.1** The employees of the Fund are expected to dress in formal and acceptable office attire between Mondays and Thursdays.

**10.10.2** Dress-down policy: staff members are free to dress down on Fridays. It should, however, be noted that the free manner of dressing should also be acceptable and decent.

**10.10.3** Employees may put on branded corporate attires on specific functions of the Fund.

**10.10.4** Employees offering common services such as Receptionists, Drivers and Support Employee are required to wear uniforms and will be issued with at least two (2) pairs of appropriate uniform on deployment.

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

**10.10.6** Issues of uniforms and dates of their issue must be recorded in the Stores Ledger.

**10.10.7** Disciplinary action will be taken against any employee who fails to observe this Regulation

**10.11 Improper Enrichment or Receiving of Gifts**

**10.11.1** Fund employees shall not accept gifts, benefits or favors from a client where these may influence or may be seen to influence his decisions. Gifts exceeding a threshold

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

10.11.2 Fund employee (s) shall not use their office to improperly enrich themselves or others. In this regard, employees shall not accept or request gifts or favors from a person who:-

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

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

10.11.4 This section applies not only to the employee himself, but also to his family. It is not intended to apply to cases of remuneration for special services rendered and paid for with the consent of the Board.

10.11.5 Presents from public personages which cannot be refused without being offensive will be handed over to the Fund unless prior permission has been obtained from the Chief Executive Officer for the employee to retain the present.

10.11.6 When presents are exchanged between employees acting on behalf of the Chief Executive Officer in ceremonial occasions with other organizations or their representatives, the presents received will be handed over to the Fund and any present in return will be given at the Fund's expense.

## **10.12 Harambees**

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

## **10.13 Declaration of Income, Assets and Liabilities**

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

#### **10.14 Undue influence**

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

#### **10.15 Professionalism and Integrity**

10.15.1 All employees shall: -

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

#### **10.16 Confidentiality and the Official Secrets Act, Cap 187**

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

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

## **10.17 Respect and Courtesy**

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

## **10.18 Discrimination**

**10.18.1** The Fund is opposed to all forms of discrimination. Discrimination of any sort will be reported to the Chief Executive Officer so that the matter can be investigated and appropriate action taken. Any reported incidences of alleged discrimination will be treated in utmost confidence.

## **10.19 Confidentiality and Trust**

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

**10.19.2** Disciplinary action will be taken against any employee proven to have divulged confidential information without the permission of the Board.

## **10.20 Care of Assets**

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

## **10.21 Media Interviews and Interactions with the Media**

**10.21.1** An employee shall not, under any circumstances, communicate with the media or through social media either in writing or otherwise, or make statements on matters affecting the Fund's programs or policies without specific authority from the Chief Executive Officer.

**10.21.2** An employee, whether on duty or on leave, shall not do the following without the permission of the Chief Executive Officer; -

- a) Act as the editor of any newspaper or take part directly or indirectly in the management thereof;

- b) Publish in any manner anything which may be reasonably regarded as of a political or administrative nature, whether under his own name, under a pseudonym or anonymously.
- c) Allow himself to be interviewed on questions of public policy or on matters affecting the Fund without the permission of the Chief Executive Officer.

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

**10.21.4** An employee may however, publish matters relating to other subjects.

**10.21.5** Occasional personal use of social media during working hours is permitted so long as it does not involve unprofessional or inappropriate content, does not interfere with your employment responsibilities or productivity and complies with this policy.

**10.21.6** An employee should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal email address.

**10.21.7** If an employee discloses his/her affiliation with the Fund in his/her profile or in any social media postings, he/she must state that his/her views do not represent those of the Fund (unless if authorised to speak on behalf of the Fund as set out under these Policies). The employee should also ensure that his/her profile and any content he/she posts are consistent with the professional image he/she presents to clients and colleagues.

## **10.22 Private Agencies**

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

## **10.23 Political Views**

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



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

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

## **10.24 Trading**

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

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

## **10.25 Borrowing and Lending Money**

**10.25.1** An employee is strictly forbidden:

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

## **10.26 Harassment**

**10.26.1** Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

**10.26.2** Harassment in any form is prohibited. Examples of harassment include but not limited to: -

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

**10.26.3** If an employee encounters such behaviour from anyone, including supervisors, fellow employees or other external parties, he should report the incident immediately to the supervisor or to the HOD Human Resource Management.

**10.26.4** If the harassment is from the HOD, Human Resource or from the Chief Executive Officer, an employee will be at liberty to report the incident directly to a member of the Board or to the Chairperson.

**10.26.5** Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action.

**10.26.6** Information about a complaint by or about an employee may be placed on the employee's personal file, along with a record of the outcome and of any notes or other documents compiled during the process. [These will be processed in accordance with The Fund's Human Resource Policy]

## **10.27 Nepotism**

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

## **10.28 Acting through others**

**10.28.1** An officer contravenes the code if he causes anything to be done through another person that would constitute a contravention of the code if done by the officer, or

allows or directs a person under their supervision or control to do anything that is in contravention of Code of conduct and ethics.

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

**10.28.3** An officer who acts under unlawful direction shall be responsible for his action.

## **10.29 Absence from Duty**

**10.29.1** An employee shall not absent himself from duty during working hours, leave his appointed place of work or proceed to a place other than which he is usually employed, without due permission of his immediate supervisor.

**10.29.2** An employee who absents himself from duty due to ill health shall be required to produce within forty-eight (48) hours a medical certificate signed by a certified Medical Officer. If such a certificate is not forthcoming, the employee will be regarded as having been absent from duty without leave and may be liable to disciplinary action, which may include summary dismissal, with loss of all benefits.

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

**10.29.4** An employee who, without leave or reasonable cause, absents himself from duty for more than seven (7) days shall be regarded as having vacated his office and is liable to summary dismissal.

**10.29.5** If, after a reasonable time, an employee has not been able to return to work or if his/her attendance has not improved within the agreed timescale, the Fund will hold a further meeting or further meetings. The Fund will seek to establish whether the situation is likely to change, and may consider redeployment opportunities at that stage. If it is considered unlikely that the employee will return to work or that his/her attendance will improve within a short time, the Fund may give the employee a written warning that he/she is at risk of dismissal. The Fund may also set a date for review.

## **10.30 Newspapers and Publications**

- 10.30.1** An employee must not, except with the express written permission of the Board, act as an editor of any newspaper, or take part directly or indirectly in the management thereof, nor publish in any manner anything which may reasonably be regarded as being of a political or administrative nature, whether under his own name, under a pseudonym or anonymously.
- 10.30.2** An employee may, however, publish in his own name, matters relating to subjects of professional or general interests not involving public matters, politics, the Fund or Government affairs.
- 10.30.3** An employee who wishes to publish an article or deliver a speech, the substance of which may subsequently be published, or the substance of which may reasonably be regarded as being of political or administrative nature, shall seek permission to do so from the Chief Executive Officer and a draft of the proposed article or speech submitted for approval.


## **10.31 Pecuniary Embarrassment**

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

## **10.32 Security Measures**

- 10.32.1** Employees shall be required to safeguard sensitive documents from unauthorized persons by ensuring that documents are not carelessly left on their tables in their absence. Such records shall at all times be kept under lock and key.
- 10.32.2** The Fund's employee in charge of security shall regulate entry of all visitors into the premises.
- 10.32.3** Articles brought in and out of the Fund's premises shall be limited and the employee in charge of security shall be obliged to check on such articles or luggage as he may deem appropriate.

**10.32.4** The Fund currently uses CCTV as outlined below. The Fund believes that such use is necessary for legitimate business purposes, including:

- 
- (a) to prevent crime and protect buildings and assets from damage, disruption, vandalism and other crime;
  - (b) for the personal safety of staff, visitors and other members of the public and to act as a deterrent against crime;
  - (c) to support law enforcement bodies in the prevention, detection and prosecution of crime;
  - (d) to assist in day-to-day management, including ensuring the health and safety of staff and others;
  - (e) to assist in the effective resolution of disputes which arise in the course of disciplinary or grievance proceedings;
  - (f) to assist in the defence of any civil litigation, including employment tribunal proceedings;]

This list is not exhaustive and other purposes may be or become relevant.

**10.32.5** In order to ensure that the rights of individuals recorded by the CCTV system are protected, the Fund will ensure that data gathered from CCTV cameras is stored in a way that maintains its integrity and security. This may include encrypting the data, where it is possible to do so. Given the large amount of data generated by surveillance systems, the Fund may store video footage using a cloud computing system. The Fund will take all reasonable steps to ensure that any cloud service provider maintains the security of our information, in accordance with industry standards.

**10.32.6** The Fund may engage data processors to process data on our behalf. The Fund will ensure reasonable contractual safeguards are in place to protect the security and integrity of the data.

### **10.33 Whistle Blowing**

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



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

**10.33.3** The Fund hopes that staff will feel able to voice whistleblowing concerns openly under this policy. However, if an employee wants to raise his/her concern confidentially, the Fund will make every effort to keep the employee's identity secret. If it is necessary for anyone investigating the employee's concern to know his/her identity, the Fund will discuss this with the employee.

**10.33.4** The Fund does not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if the Fund cannot obtain further information from the staff. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward and appropriate measures can then be taken to preserve confidentiality.

**10.34 Former Employees Acting in the Fund's Matter**

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

**10.34.2** Such engagement may only be considered at least two (2) years after leaving Fund's service.

**10.35 Defense of Officers in Criminal and Civil Suits**

**10.35.1** When criminal or civil proceedings are instituted against an officer as a result of an act of omission by him in the course of his official duties, he may apply to the Chief Executive Officer for assistance in his defense. If the latter is satisfied that the officer acted in good faith in the execution of his official duties and that it is in the public interest that the officer should be defended, the Chief Executive Officer shall immediately report the matter to the Board who will decide whether or not the officer will be defended.

**10.35.2** Unless the proper procedure is followed, the Board may decline to provide support to the officer. It is further emphasized that speed is of essence in reporting such cases to the Board.

## **10.36 Civil Proceedings by Officers for Defamation (Numbering)**

**10.36.1** Where an officer has been defamed in respect of matters arising out of his official position, e.g. in the press or at a political meeting, it may be that the Fund is also defamed by implication, and may, therefore, agree to give legal aid to the officer. Where such a case occurs, the officer may apply for legal aid through the Chief Executive Officer to the Board. Legal aid will not be granted unless:

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

## **10.37 Lodging of Complaints and Investigations**

**10.37.1** A person who alleges that an employee has committed a breach of the Code of conduct and ethics, may lodge a complaint with the Chief Executive Officer and he/she shall register and inquire into the complaint.

**10.37.2** The Chief Executive Officer may assign any of his or her officers or a competent authority to inquire into a complaint on his or her behalf and determine whether an employee has contravened the Code of conduct and ethics

**10.37.3** The Chief Executive Officer may initiate an investigation pursuant to a complaint by any person.

**10.37.4** An employee being investigated under this section shall be informed by the investigating authority, of the complaint made against him or her and shall be given a reasonable opportunity to make a representation relating to the issue, before the investigation is concluded.

**10.37.5** A person who has lodged a complaint against an employee shall be entitled to be informed of any action taken or to be taken in respect of the complaint and shall be afforded a hearing.

**10.37.6** Where an investigation under this section is initiated while an employee is in office, it may be continued even after the employee under investigation has ceased to be a public officer.

**10.37.7** Subject to the Constitution and any laws and regulations for the enforcement of the code of conduct and ethics an employee may be suspended from office pending the investigation and determination of allegations made against the employee where such suspension is considered necessary.

## **10.38 Investigations**

### **10.38.1 Principles to be observed**

The following principles will be observed when carrying out investigations:

- a) The Fund will investigate all allegations made in good faith to determine if any complaint made against an employee of the Fund is valid.
- b) The Fund reserves the right to refer the investigation to any Board committee or body it deems fit.
- c) Investigations may be carried out even though the subject of the investigation has ceased to be an employee of the Fund.

### **10.39 Further Action on Investigations**

If after investigations the reported officer is found to be liable of any action that may be subject to criminal or civil proceedings, the Board shall refer the matter to: -

- a) the Ethics and Anti-Corruption Commission on corruption allegations
- b) the Attorney-General, with respect to civil matters;
- c) the Director of Public prosecutions, with respect to criminal matters;
- d) the police or any other appropriate authority.

### **10.40 Promotion of Compliance.**

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

## **SECTION 11: EMPLOYEE DISCIPLINE**

### **11.1 Introduction**

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

11.1.2 In this manual “discipline” means conforming to Service rules and regulations which prescribe expected conduct and behaviour of individual officers. It is intended to contribute to performance improvement and productivity.

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

### **11.2 Policy Statement**

The principles and values expressed by the Fund in the Code of Conduct and Ethics describe the standards of behaviour expected of those working for the Fund. The Fund expects its employees to display high standards of conduct, accountability and ethical behavior. The Disciplinary Policy is therefore an integral part of setting the expected standards and providing a structured framework for dealing with any circumstances where actions and conduct may fall short of these expectations.

### **11.3 Scope**

This Manual provides general guidelines and instruments to be used by the Fund in handling discipline cases and shall apply to all types of employment categories in the Fund.

### **11.4 Objectives of the Manual**

11.4.1 The Fund is empowered to make regulations for better carrying out of its functions. The Fund has therefore developed regulations including these that govern disciplinary control in an effort to enhance the processing and presentation of discipline cases.

11.4.2 The objectives of the Manual are to: -

a) Define discipline and understand its meaning in the context of the existing Public Service regulations.

b) Define standard procedures for uniformity in handling disciplinary cases.

c) Outline the steps in disciplinary procedures and processes.

d) Create understanding on the roles and responsibilities of the The Board and Chief Executive Officer in handling of the disciplinary cases.

11.4.3 Further, the manual provides guidelines on the following; —

- a) Proper framing of charges;
- b) Investigation of cases;
- c) Analysis and evaluation of cases;
- d) Making comprehensive comments and recommendations on cases;
- e) Application of other forms of punishment other than dismissal;
- f) Prompt handling of cases including implementation of decisions.

## **11.5 Disciplinary Powers and Appeal**

11.5.1 The Chief Executive Officer, with due consideration of recommendations from HRAC, will handle and determine disciplinary matters of members of staff in grades WSTF4 to WSTF10. Appeals from these cases shall lie with the Board.

11.5.2 The discipline of members of staff in Grades WSTF1 and WSTF3 shall fall under the purview of the Board.

11.5.3 All appeals on disciplinary matters falling under the purview of the Board shall lie to the Public Service Commission (PSC) or as otherwise delegated.

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

## **11.6 Disciplinary Procedure**

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

## **11.7 Guiding Principles**

11.7.1 The Fund shall be guided by the following principles in handling disciplinary matters:

- a) The rules of natural justice:



- b) Procedural fairness, where an officer must be allowed adequate opportunity to prepare and present his/her case;
- c) The deciding authority must be unbiased when hearing and making decisions;
- d) Decisions must be based upon logical proof or evidential material.
- e) Fair administrative action which is expeditious, efficient, lawful, reasonable and procedurally fair.
- f) Every officer to whom disciplinary action is taken has a right to:
  - (i) Written reasons for any disciplinary action that is taken against him;
  - (ii) Prior and adequate notice of the nature and reasons for the intended disciplinary action;
- g) An opportunity to be heard and to make representations in that regard;
- h) An opportunity to attend proceedings in person and/or in the company of an expert of his choice, cross examine persons who give adverse evidence against him and request for adjournment of proceedings where necessary;
- i) Notice of the right to legal representation, where applicable;
- j) Notice of a right to an appeal or review against a disciplinary decision;
- k) Information, materials and evidence to be relied upon in making a decision or taking a disciplinary action.

## **11.8 Institutional Framework**

The institutional framework for handling disciplinary cases is as follows in respect of all employees in the Fund: -

### **11.8.1 Head of Department/ Department:**

a) It is the responsibility of each Head of Department/Division to maintain the discipline of his/her immediate employee and, ensure that they observe rules and reasonable instructions.

b) Heads of Department/Division must be strict about unsatisfactory behaviour and unacceptable standards of work, but must at the same time ensure that any disciplinary action is justified and fairly administered.

c) Heads of Department/Division shall report the misconduct to the Head of HRM and Chief Executive Officer

### **11.8.2 Head of HRM**

a) The Head of HRM's role is to provide advice on the employee's previous history, where known, to give guidance on precedent and to ensure, as far as possible, that disciplinary measures are applied consistently and fairly throughout the Fund.

b) Other responsibilities include: -

i. He/she is the secretary to the HRAC and provides technical advice;

ii. Analyzes the misconduct and commences the disciplinary action by issuing a show cause letter.

iii. Summarizes the cases upon receipt of the employee's representations, if any, and submits the case to the HRAC.

iv. Implements the decisions of the Board/Chief Executive Officer/HRAC.

### **11.8.3 Human Resource Advisory Committee (HRAC)**

The HRAC shall deliberate and advise the Chief Executive Officer to impose a warning, suspension, ban on, or take appropriate action against errant employees. Specifically, it shall: -

a) Hear charges brought against any employee;

b) Summon the employee charged to attend before it, to give his/her defence in relation to the charges made against him/herself.

c) Consider and determine, after conclusion of the hearing, whether or not each charge has been proved;

d) Hear and consider pleas in mitigation;

e) Impose any of the penalties listed in Disciplinary Procedure Manual;

f) Review appeals from disciplinary measures taken against an employee.

### **11.8.4 Chief Executive Officer**

a) Considers recommendations of the HRAC and makes decisions.

- b) He/she also forwards cases with comments and recommendations to the Board for decision where applicable.
- c) Communicates decisions to affected employees.

#### **11.8.5 The Board**

- a) Considers the recommendations of the Chief Executive Officer and make decisions related to powers which are not delegated.
- b) Hears and determines appeals and applications for review.
- c) Communicates decisions to Chief Executive Officer for implementation.

#### **11.9 General Provisions**

11.9.1 The following shall be observed while processing discipline cases:

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

## **11.10 Alternative Interventions in the Discipline Process**

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

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

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

## **11.11 Disciplinary Offences**

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

### **I. Minor Offences:**

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

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

### **II. Major Offences:**

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

- (i) Absence from work for a period of more than two days without permission or acceptable excuse;
- (ii) Repetition of minor offences;
- (iii) Dressing provocatively or inappropriately;
- (iv) Contravention of traffic laws while using Fund's vehicles;
- (v) Deliberate negligence, go-slow or obstructive work;
- (vi) Dishonesty reflecting adversely on the honesty and moral integrity of an employee's duties;
- (vii) Deliberate mis-posting of payments;

- (viii) Inefficiency in work performance;
- (ix) Misuse of Fund's vehicles and.
- (x) Any other conduct in breach of policies, procedures and set regulations;

### **III. Gross Misconduct Offences:**

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

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

#### **11.12 Forms of Punishment**

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

- a) Verbal warning
- b) Written warning



- c) Reduction in rank or seniority
- d) Surcharge/Recovery of cost of any loss or breakage
- e) Stoppage/Withhold/Deferment of annual increment
- f) Termination of employment

### **11.13 Formal Procedure**

- 11.13.1 In the event an officer commits a minor offence, a first warning letter should be given to the officer by his or her immediate supervisor. The employee will be required to signify in writing that he has read and understood the contents of the letter.
- 11.13.2 A warning letter shall be in force for six (6) months.
- 11.13.3 The warning letter should state the exact nature of offence(s) and indicate future disciplinary action which will be taken against the officer if the offence is repeated within a specified time limit.
- 11.13.4 A copy of the written warning, signed by the officer upon receipt, should be placed in the officer's personal file.
- 11.13.5 A second written warning shall be given to an employee who having committed a minor offence earlier, shall repeat a similar offence during the period when a first warning shall still be in force.
- 11.13.6 A third written and final warning shall be issued when the employee commits the same or another offence of similar severity, during the period when a second warning shall still be in force.
- 11.13.7 The warning will be deemed invalid after six (6) months from the date of the third and final warning and following satisfactory improvement in performance or behaviour, but will not be removed from the employee's file.
- 11.13.8 Where an officer fails to reform despite or where he or she commits an offence of similar severity even after receiving the third and final warning letter the supervisor shall report in writing to HOD who shall then forward the report to the Head of HR. The report shall state the nature of the offence, the date and time of occurrence, place and persons involved.
- 11.13.9 In event of major vent or gross misconduct, the misconduct might be serious enough to justify dismissal without any warning. In such a case, the HRAC may direct that

the culprit be required to show cause why a severe disciplinary action should not be meted against him.

- 11.13.10 The Head of HR shall issue the officer with a show cause letter stating the particulars of the alleged misconduct and invite him/her to respond in writing to the allegations and the grounds, if any, on which he/she relies to exonerate himself/herself;
- 11.13.11 Where an employee deserts duty or his whereabouts are unknown, the show cause letter will be addressed to the employee's last known contact address by registered mail and he will be given at least seven days to respond.
- 11.13.12 An officer shall be given reasonable opportunity to respond to the charges against him/her and the period within which to respond shall be specified in the statement;
- 11.13.13 On expiry of the period specified above, whether or not the officer has responded, the case shall be presented to the Fund's HRAC to deliberate, conduct disciplinary hearing and make recommendations.
- 11.13.14 If in the opinion of HRAC there is need for investigation prior to the hearing, the Chief Executive Officer will constitute a committee to investigate the matter.
- 11.13.15 While constituting a team the Chief Executive Officer shall observe the following conditions:-
- a) Constitute a team of not less than three (3) officers to investigate the matter (where the team is more than three members, the team shall consist of an odd number).
  - b) The officers conducting the investigation shall be senior to the accused officer and should not have dealt with the case before.
- 11.13.16 The disciplinary hearing shall be conducted expeditiously, efficiently, lawfully, reasonably and in a procedurally fair manner in accordance with article 47 of the constitution and the Fair Administrative Action Act No 4 of 2015.
- 11.13.17 The HRAC after hearing the matter shall prepare a report consisting of the following:
- a) Background information leading to the relevant incident;
  - b) Input from the witness or witnesses;
  - c) The employee's response to the allegation(s);
  - d) An analysis of the facts;

- e) A statement that all the entitlement of employee facing the disciplinary action have been observed and
- f) Recommendations

## **11.14 Conduct of investigations**

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

- a) Establish and record the issues for investigation;
- b) Give every party involved especially the affected officer a chance to produce relevant documents, call and examine witnesses, and, peruse documents produced against him;
- c) Record all relevant material oral and documentary evidence;
- d) Record details of any matter which may aggravate or mitigate the case;
- e) Sum up the case and record their comments so as to clearly show their findings and opinion on the issues under investigation in view of the evidence on record.
- f) The report of the investigation shall be submitted to the HRAC and shall contain:
- g) Evidence collected by the team, including any statements by witnesses;
- h) Analysis of the evidence and statements;
- i) A statement on whether the charges against the officer have been proved; and
- j) Details on any matter that may affect the gravity of the case, if any.
- k) The report shall not contain any recommendation on the form of punishment to be inflicted on the accused officer.

## **11.15 Informal procedure**

11.15.1 HOD's shall bring to the attention of staff the standard required and the consequences for failure to meet those standards.

11.15.2 Cases of minor misconduct shall be dealt with by an employee's immediate supervisor informally without delay. The supervisor may speak to the employee in private and encourage them to conduct themselves in accordance with the required standards.

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

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

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

## **11.16 Interdiction**

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

11.16.2 An officer who is interdicted shall be eligible for half (1/2) of his/her basic salary with full allowances and medical benefits.

11.16.3 An officer on interdiction should report to his supervisor at agreed intervals.

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

11.16.5 Where an employee has been charged with corruption or economic crime, such officer shall stand suspended from exercise of his duties pending determination of the case. Such an officer shall be entitled to payments as stipulated in the Anti-corruption and Economic Crimes Act.

## **11.17 Suspension**

11.17.1 An officer may be suspended from duty under the following circumstances:

- a) When disciplinary proceedings have been instituted against the officer as a result of which, the Chief Executive Officer through the advice of HRAC considers that the officer ought to be dismissed; or
- b) When he has been charged in a court of law of a criminal offence.

11.17.2 Where an officer is suspended from the exercise of the functions of his public office, he shall be entitled to only allowances and medical benefits but not basic salary.



11.17.3 An officer on suspension will be required to report to his supervisor weekly.

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

11.17.5 Where an employee has been charged with corruption or economic crime, such officer shall stand suspended from exercise of his duties pending determination of the case. Such an officer shall be entitled to payments as stipulated in the Anti-corruption and Economic Crimes Act.

#### **11.18 Criminal Proceedings**

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

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

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

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

#### **11.19 Requirements for Carrying Out Investigations**

11.19.1 Accurate evidence is the foundation of fairness in discipline cases and this can be achieved through investigation of alleged offences. Such investigations should be carried out by committees appointed in writing by the Chief Executive Officer stating the terms of reference and specific timeline within which to carry out the investigation.



### 11.19.2

While carrying out the investigations the following shall be observed:

- a) Investigating committee should comprise employee's senior to the accused employee and should not have dealt with the case before.
- b) The team should comprise of not less than three (3) employees (where the team is more than three members, the team shall consist of an odd number).
- c) The employee under investigation must be interviewed by the investigating committee.
- d) The investigating committee shall record details of any matters which may aggravate or mitigate the case.
- e) After listening to all witnesses and studying all the documents, the committee shall sum up the case and record its findings as evaluated against the evidence.
- f) The investigation report submitted to the relevant HR Committee of the Fund/HRMAC and shall not contain any recommendation on the form of punishment to be inflicted on the accused officer but should contain:
  - (i) A statement on whether the charges against the employee have been proved.
  - (ii) evidence collected by the team, including any statements by witnesses;
  - (iii) analysis of the evidence and statements; and
  - (iv) Details on any matter that may affect the gravity of the case if any.
- g) Where further investigations are required as provided for in the regulations, such investigations shall be conducted in accordance with the process in (a) to (f) above.

## 11.20 Surcharge

11.20.1 The Fund may resolve to surcharge an employee on account of misappropriation of money, loss of property, malicious damage or misuse of the same.

11.20.2 The HRAC may resolve to surcharge the employee in full or an amount proportionate to the offence.

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

11.20.4 Surcharge cases should be implemented as follows;

a) In monthly installments that shall not exceed one third of employee's monthly basic salary;

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

c) The employee will sign an undertaking to the effect that on termination or expiry of the contract period, any outstanding amount will be recovered from his terminal dues. The undertaking will remain in force after the separation of the employee from the Fund, until the full amount of surcharge is paid.

## **11.21 Dismissal**

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

11.21.2 Summary dismissal shall be considered in the event that an employee displays gross misconduct as defined under the Constitution 2010, Employment Act 2007 and Public Officers Ethics Act 2003 or as may be amended.

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

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

11.21.5 An employee whose termination is through summary dismissal will be entitled to payment of any terminal benefits in accordance with the provisions of the pension scheme and prevailing laws.

## **11.22 Checklist for Submission of Cases to the Board**

11.22.1 The Head of HR shall present cases to the Board in the format prescribed.

11.22.2 When submitting cases to the Board, the following must be provided:

- a) The employee's personal files.
- b) HR Committee of the Board/HRAC comments on each and every issue raised by the accused officer and recommendations.
- c) Investigation report and material evidence where applicable.
- d) Signed HR Committee of the Board/HRAC minutes.
- e) All correspondence related to the matter.
- f) Details of any matter which may aggravate or alleviate the gravity of the case

### **11.23 Lodging an Appeal or Application for Review**

The process of lodging an appeal or application for review is as follows:

- 11.23.1 All appeals and applications for review shall be in writing and made within a period of forty-two (42) calendar days and one (1) year respectively, from the date of the letter conveying the decision.
- 11.23.2 The Board or Chief Executive Officer may entertain an appeal or application for review out of time if, in the opinion of the Board or Chief Executive Officer, the circumstances warrant it.
- 11.23.3 All appeals and reviews shall be addressed to the Board, through the Chief Executive Officer who shall give comments and a recommendation on issues raised.
- 11.23.4 While forwarding his/her appeal or application for review, an employee may submit an advance copy to the Board.
- 11.23.5 An appeal shall be accompanied by copies of all material evidence or documents that the appellant wishes to rely on.
- 11.23.6 All appeals and applications for review shall be forwarded to the Board even where they are made out of time.
- 11.23.7 Decisions on appeals shall be promptly conveyed and the employee informed of the right of application for review.
- 11.23.8** A second or third appeal as the case may be can be made to the Public Service Commission or delegated Agency.

## SECTION 12: EMPLOYEE SEPARATION

### 12.1 Introduction

- 12.1.1 The Fund recognizes that from time to time, and for various reasons, employees will leave its employment and that it is important to provide for a smooth and fair separation process.
- 12.1.2 This policy is to provide a process for discharging employees who leave the Fund by:
- a) Ensuring equitable and consistent application of the policy to all employees.
  - b) Ensuring balance between support for individual in transition and interests of the Fund.
  - c) Ensuring compliance with applicable laws.
  - d) Ensure benefits due are discharged within the required timelines.
- 12.1.3 Except in the case of death, only formal written communication from either employee or the Fund will constitute intention to separate.
- 12.1.4 All employees leaving the services of the Fund will be required to complete a clearance form, an exit interview form and the prescribed declaration of wealth form, the official secret acts form and KRA clearance and submit the same to the Head of Human Resource Management.
- 12.1.5 Prior to the last day of service the employee will be expected to clear and handover to the immediate supervisor.
- 12.1.6 The Head of HR in liaison with Head ICT will ensure that all applicable information communication and technology system authorizations, access control are deactivated, internal and external financial authorizations, demobilized access to Fund safes is withdrawn (where applicable) with effect from the last working day.
- 12.1.7 Upon termination of an employee's services from the Fund, the immediate supervisor will ensure that the employee has surrendered the following among others:-
- a) Medical card, employee identity card and any other official card(s) in their possession.
  - b) Office and desk keys and other keys in their possession.
  - c) Tools, equipment, user manual, including CD's and DVDs if any.
  - d) Laptops, mobile phones, modems, and any other portable communication devices.
  - e) Safe codes and transaction codes if any.
  - f) Settle any outstanding Fund debts

12.1.8 The Fund will issue a certificate of service to all employees leaving the services of the Fund upon complete clearance.

12.1.9 Benefits including pension contributions under the Retirement Benefits Scheme will be paid in accordance with this manual, the Trust Deed and Rules and provisions of Retirement Benefits Act.

12.1.10 In all cases of separation (except death), the Chief Executive Officer shall always ensure that exit interviews are conducted.

## **12.2 Forms of Exit**

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

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

## **12.3 Retirement**

12.3.1 An employee can retire on the following grounds: -

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

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

## **12.4 Resignation**

12.4.1 Employees may resign voluntarily from service by giving at least one (1) month notice or paying equivalent one-month gross salary in lieu of notice. Any employee wishing to resign should submit his intention to resign in writing indicating the effective date of resignation to the Chief Executive Officer. Resignation is subject to acceptance.



Employees whose resignation has been accepted as explained above will be entitled to benefits, accrued leave, and pension/gratuity as may be applicable.

12.4.2 Any employee who resigns will cease to belong to the Fund's medical insurance scheme with effect from the date of resignation.

12.4.3 On resignation, an employee will be required to refund all outstanding monies/liabilities owed to the Fund. Any amount due to the employee may be withheld and applied towards any sums due to him.

12.4.4 The Fund shall not accept a resignation if the resignation is aimed at avoiding anticipated or ongoing disciplinary case.

12.4.5 Where an officer resigns from the Fund, the officer shall be entitled to benefits in accordance with the: -

- a) Terms and conditions applicable or contained in the contract of service;
- b) Provisions of the relevant law or regulations governing payment of terminal benefits;
- c) The Chief Executive Officer will accept or decline resignation in writing for all other employees while the Board will accept/decline resignation in respect of the CEO.

## **12.5 Termination of Contract**

12.5.1 The Fund 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.

12.5.2 An employee whose contract shall be terminated shall be paid service gratuity in accordance with the terms of the employment contract.

## **12.6 Death**

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

## **12.7 Early Retirement**

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

## **12.8 Mandatory Retirement Age**

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

## **12.9 Retirement on Medical Grounds**

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

## **12.10 Retirement on Abolition/Re-organization of Office**

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

## **12.11 Notification of Retirements**

- a) In cases where the retiring employee is eligible for retirement benefits under the RBA Act, a claim for such benefits should be submitted to the Fund's Pensions scheme administrator, nine (9) months before the date of retirement.
- b) The HOD, HRM will ensure that notices of retirement have been duly authorized by the Board and the relevant service records submitted, to facilitate the submission of an acceptable retirement benefits claim, to the Pensions Administrator, within the time limit specified in the sub-section (1) of this regulation.

## **12.12 Death in Services**

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

### **12.13 Clearance Certificate**

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

### **12.14 Certificate of Service**

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

### **12.15 Indemnity Certificate**

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

### **12.16 Exit Interviews**

Where an employee resigns from the Fund voluntarily, a panel of at least three (3) senior employees shall conduct an exit interview. The employee may request a senior staff member to attend or replace a member of the appointed to undertake the interview. An exit questionnaire will be issued to all staff leaving the employment of the Fund.

- 12.16.1 The purpose of the exit interview is to seek information from the employee as to their experience of employment with the Fund and to identify areas for improvement.
- 12.16.2 The results of the interview shall be documented and kept in the Staff Exit Interviews file for reference by the Fund.

## **SECTION 13: HANDLING OF GRIEVANCES**

### **13.1 Introduction**

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

13.1.2 In handling grievances, the Fund shall be guided by the following principles:

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

### **13.2 Grievance procedure**

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

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

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

13.2.5 It is stressed that employees should desist from presenting their individual problems or grievances to colleagues, other members of staff or members of the public not in a position to solve them.

13.2.6 In handling Appeals arising from grievances or the grievances dropped in a suggestion box, the officer responsible for the suggestion box shall record the details of the grievances in a grievance recording form and forward to the Chief Executive Officer.

- a) The Chief Executive Officer, after considering the nature of the grievance, shall at his/her discretion:
- b) Directly deal with the matter; or

- c) Channel to the HRAC to conduct further investigations on the complaint and submit a report within a specified period.

13.2.7 Upon receipt of the investigation report, the Chief Executive Officer shall prepare a written response to the aggrieved employee giving the reason for the decision.

13.2.8 Where an offence has been found to have occurred, the necessary disciplinary procedure shall be instituted against the concerned party.

13.2.9 Where the aggrieved party is dissatisfied with the decision made, he/she shall be accorded the right to appeal to the Fund

### **13.3 Negotiation, Conciliation and Mediation**

13.3.2 The Fund may on its own initiative or on request made by any person undertake or facilitate negotiation, conciliation, mediation and arbitration of any issue relating to its statutory functions and encourage the parties to arrive at an amicable decision that may be just in the circumstances of the case.

13.3.3 The Fund in carrying out negotiation, conciliation, mediation and arbitration under this paragraph shall accord every party involved an opportunity to make a representation of their case.



## **SECTION 14: HEALTH AND SAFETY**

### **14.1 Introduction**

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

### **14.2 Guidelines to General Safety**

14.2.1 The Fund will maintain healthy and safe working conditions to ensure there is no personal injury caused by accidents.

14.2.2 Employees will always consider their safety to themselves and that of others when performing their duties. Employee will not compromise on quality, cause injury, ill health, loss or environmental damage at all times.

### **14.3 Emergency Preparedness**

14.3.1 The Fund will put in place adequate plans for foreseeable incidents such as accidents, explosions, fires, floods and bomb threats, prepare and outline procedures to be followed in such events.

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

### **14.4 Fire Precautions**

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

14.4.2 The Fund will enforce all necessary fire precaution measures.

### **14.5 Fire Prevention**

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

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

14.5.3 The Fund will ensure that: -

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

#### **14.6 Notification of Fires**

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

14.6.2 It is the responsibility of whoever detects a fire to initiate alarm, inform the Police and fire brigade and try to control the fire during its initial stages.

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

#### **14.7 Compensation to Employees in case of Injury or Death**

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

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

#### **14.8 Reporting of Accident and Occupational Diseases**

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

-

- (i) In case of an accident resulting in the injury or death of an employee, Part I of the Occupational Safety and Health Services, Accident Notification form (Form

DOSH 1) should be completed in triplicate.

- (ii) The forms should then be dispatched to the Occupational Safety and Health employee 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.

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

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

#### **14.9 Approval and Distribution of Compensation**

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

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

14.9.3 The injured employee or the dependent(s) of deceased employee will sign a certificate of acknowledgement of payment and complete agreement form in triplicate.

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

- a) One copy to be handed to the employee or, in case of fatal accident, to the dependant(s);
- b) One copy to be returned to the Chief Executive Officer/CEO; and

- c) The other copy to be retained by the Director of Occupational Safety and Health Services.

#### **14.10 Recourse to Court**

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

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

#### **14.11 Compensation Payable during Sick Leave under WIBA**

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

#### **14.12 Source of Funds**

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

#### **14.13 Risk Assessment**

14.13.1 There shall be formed a Safety Committee with representatives from all Department, Department under the Chairmanship of a person appointed by the Chief Executive Officer. This Committee will periodically carry out risk assessment of all Stations with the purpose of identifying hazards, analyzing the risk attached to them and initiate preventive action.

#### **14.15 Security**

14.15.1 The Fund will always put in place measures to ensure adequate security for all employees and equipment.

14.15.2 Employees leaving the office should ensure that all the windows are locked; the office equipment and lights are off before leaving.

14.15.3 Keys to filing cabinets, safes and offices containing classified materials shall be kept safely. Any loss or misplacement of keys must be reported to the employee responsible for security.

14.15.4 Employees will be issued with identification cards to facilitate their entry into their work station.

14.15.5 The Fund will not be responsible for loss of money or valuables left unattended while in its premises.

14.15.6 Employees have a responsibility to ensure a safe and secure environment at all times.





## **SECTION 15: EMPLOYEES WELFARE**

### **15.1 Introduction**

- 15.15.1 The Fund recognizes that, in addition to offering pay benefits, and a healthy working environment to employees, their emotional and social needs should also be catered for as they discharge their duties.
- 15.15.2 The Fund will undertake social responsibility to promote welfare amongst its employees.
- 15.15.3 The Fund will pursue a policy that addresses the various social and health challenges confronting employees in the workplace.

### **15.2 HIV/AIDS Policy**

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

### **15.3 Recognition of HIV/AIDS as a Workplace Issue**

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

### **15.4 Non-discrimination**

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

### **15.5 HIV Prevention and Management**

- 15.5.1 The Fund will provide a safe working environment to all employees. All Heads of Departments have a responsibility to minimize the risk of HIV transmission by taking the appropriate first Aid and universal infection control precautions at the workplace. These include: -
- (i) Where fitness to work is impaired by illness, alternative deployment for such employees shall be arranged where possible.

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

## **15.6 Privacy and Confidentiality**

- 15.6.1 No employee shall be compelled to disclose his HIV status. In cases where employees with HIV inform Management of their situation, all reasonable precaution will be taken to ensure confidentiality and the employees' right to disclosure will be observed. Access to personal data relating to an employee's HIV status will be bound by the rules of confidentiality.

## **15.7 Information, Education and Communication**

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

## **15.8 Care and Support**

- 15.8.1 Employees who are HIV positive will be provided with counseling services to encourage them to cope with the status.
- 15.8.2 Management will allow employees with HIV/AIDS or any of its related conditions to work as long as they are medically able to perform and do not pose a danger to their own health and safety and the health and safety of others. Co-workers will have no reason to refuse to work with or to withhold their services for fear of contracting HIV/AIDS by working with an HIV/AIDS infected person.
- 15.8.3 Employees who have reservations working with an infected person are encouraged to contact their supervisors or the Head of Human Resource who will refer them to

suitably equipped people to discuss their concerns and receive counseling sessions on the HIV and AIDS.

## **15.9 Counseling Services**

15.9.1 Management will ensure that arrangements are made to provide counseling services to the employees for their well-being and in order to develop a psychologically healthy workforce as per the Public Service Policy on Guidance and Counseling.

## **15.10 Disability Mainstreaming**

15.10.1 The Fund shall develop a Disability Mainstreaming Policy to guide it in institutionalizing disability concerns in its operations and investment programmes and to ensure that it provides people with disabilities equal access to its facilities, opportunities and services.

15.10.2 The Fund shall review and align the Disability Mainstreaming Policy to National Guidelines as shall be issued from time to time.

## **15.11 Drug and Substance Abuse**

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

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

## **15.12 Working Environment**

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

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

### 15.13 Funeral Expenses

- 15.13.1 The Fund shall procure a comprehensive medical cover for members of staff which shall include last expense cover of not less than Kshs. 100,000.00 for the employee, one spouse and up to four (4) dependent children.



## **SECTION 16: OFFICIAL COMMUNICATION**

### **16.1 Introduction**

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

### **16.2 General Guidance on Correspondences**

16.2.1 Both sides of the paper should be used and a reasonable margin should be left blank on the left hand side.

16.2.2 External print correspondence shall be done on the Fund's approved letterheads.

16.2.3 Enclosures, unless of exceptional importance, should be avoided whenever practicable, and copies, not originals, be sent.

16.2.4 External correspondence should be done on official email as much as is practicably possible.

16.2.5 Enclosures in foreign languages should be accompanied by a translation.

16.2.6 Documents received in foreign languages should be referred to the Ministry of Foreign Affairs and International Trade for official translation, if necessary.

16.2.7 Great importance is attached to the expeditious treatment of all communication received by the Fund. Every communication requiring a response but which cannot be answered at once should be acknowledged promptly on receipt. The necessary consultations should then be finalized and appropriate reply dispatched in not more than 7 days unless it can genuinely be established that such consultations require a longer period or as guided by the Fund's approved service charter.

16.2.8 When decisions of the Board have to be conveyed to the 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.



16.2.9 All communication touching on matters of the Fund shall be through the Chief Executive Officer.

16.2.10 An employee is not allowed to take extracts or make copies of minutes and correspondence for his own purpose, unless such correspondence is expressly addressed to the employee personally.

16.2.11 The use of courier services is encouraged, where available.

16.2.12 All external communication to the Fund should be addressed to: -



The Chief Executive Officer  
Water Sector Trust Fund  
Head Office, CIC Plaza  
Mara Road, Upper Hill  
P.O. Box 49699  
Nairobi, Kenya  
Tel. 020 2729017/8  
Email: [info@waterfund.go.ke](mailto:info@waterfund.go.ke)

16.2.13 All communication should have reference numbers for identification and control purposes.

16.2.14 Communication should be consistent, through the right channels and by the authorized persons.

16.2.15 The accepted modes of communication at the Fund include: - email, telephone, letters, circulars, memoranda (memos), publications, short message service (sms), social media, website (on general public awareness issues) and deliberations at meetings.

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

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

### 16.3 **Classified correspondence**

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

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

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

#### **16.4 Internal Communication**

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

- (i) Internal memos/circulars/letters;
- (ii) Emails and Short Messaging Service (SMS);
- (iii) Telephone calls;
- (iv) Notice Board;
- (v) E-bulletins;
- (vi) Regular staff meetings;
- (vii) Internal newsletters/publications;
- (viii) Internet; and
- (ix) Website.

#### **16.5 Memos and Circulars**

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

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

## **16.6 External Communication**

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

- (i) Print media-newspapers, periodicals, journals, magazines, circulars, letters, pamphlets, emails, newsletters, brochures, fliers and posters;
- (ii) Electronic Media-Radio, TV, Internet and Website;
- (iii) Social Media- including social networks and group Short Message Service (SMS);
- (iv) Spoken word comprising of formal presentations in meetings, seminars, conventions, workshops and speeches;
- (v) Bill Boards and publicity posts; and
- (vi) Other communication channels including exhibitions, displays and sponsorships.

## **16.7 Economy in use of Stationery**

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

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

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

## **16.8 Official Seal**

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

## **16.9 Corporate Identity/Image**

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

- (i) The Fund shall maintain a recognizable and consistent corporate identity throughout the offices, assets, publications and presentations;
- (ii) Corporate identity is enhanced by the logo, letter head and the corporate colors;

- (iii) The Fund shall use its seal on Contracts and all other documents as required by the law; and
- (iv) The use of the corporate logo for private purposes is strictly prohibited.

## **16.10 Media Relations**

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

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

## **16.11 Spokesperson**

16.11.1 The Chief Executive Officer shall be the principal spokesperson of the Fund on operational matters.

## **16.12 Complaints Management**

16.12.1 The Fund shall handle public complaints through the Chief Executive Officer's office. Clients/Customers are advised to address complaints or suggestions to the Chief Executive Officer through the Fund's physical address, post, telephone or e-mail address.

16.12.2 The Fund shall establish a complaints handling mechanism and relevant committees as guided by the relevant Government policies and laws.

## **16.13 Inventions and Innovations**

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

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

## 16.14 Telephone Facilities/Benefit

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

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





## **SECTION 17: MISCELLANEOUS**

### **17.1 Communication of Fund's Decision**

- 17.1.1 Any decision of the Fund shall be communicated by the Chief Executive Officer.
- 17.1.2 Any decision of the Fund affecting an individual employee shall be communicated to the employee through the relevant Head of Department, Division, Section or Unit provided that the affected employee or the employee's representative shall be entitled to receive information about the decision or the reasons for the decision from the Fund, if a request is made by the employee or such representative.
- 17.1.3 Notwithstanding the provisions of this paragraph, any decision of the Board may be communicated by the Chairperson if circumstances warrant it.

### **17.2 Complaints and Grievances**

- 17.2.1 The Fund may on its own initiative or on complaint made by any person investigate any issue relating to its statutory functions and powers and, make such decision as it considers just in the circumstances of the case.
- 17.2.2 The Fund in carrying out investigation under this paragraph shall accord every party involved an opportunity to make a representation of their case.

### **17.3 Fund may prescribe Forms**

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

### **17.4 Mainstreaming of Gender and Disability Issues**

- 17.4.1 The Fund shall establish Gender Mainstreaming Committee and Disability Mainstreaming Committee. All Gender and Disability mainstreaming guidelines shall be as per the relevant National Policies and Laws.