



**KENYA MARINE AND FISHERIES RESEARCH INSTITUTE  
(KMFRI)**

**HUMAN RESOURCE MANAGEMENT POLICIES AND  
PROCEDURES MANUAL**

**FEBRUARY, 2021**

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## **FOREWORD**

Best corporate governance provides for the entrenchment of the optimal rules, practices and processes by which an organization is directed and controlled with a view to achieving its objectives. KMFRI ascribes to the best corporate governance practices in the management of its Human Resource, advised by the realization that they are the most critical to its success. It is not by chance that there is a global trend towards the use of the term “Human Capital” instead of “Human Resource”.

The KMFRI Human Resource Policy and Procedures Manual (KMFRI HR Manual) encodes the principles and regulations it will apply to optimize the value it obtains from and gives to its Human Resource, within the framework set out in the Constitution of Kenya, the Kenyan labour laws, and policies set out by the Public Service Commission. Due care has been applied to ensure that the KMFRI HR Manual provides for fair, transparent, consistent and supportive human resource management-related decisions not exhaustive of all the rules and regulations governing Public Servants in their day to day activities. The KMFRI HR Manual is not exhaustive of all the rules and regulations guiding the Kenyan public service, and should be read alongside relevant Statutes and national government policies affecting Human Resource Management.

I call upon KMFRI’s management to afford the human resource under their respective scopes the opportunity to express their talents and abilities, respect their effort and work, in contributing towards the Institute’s vision. I also call upon all employees to be faithful to the values and principles of public service as set out in article 232 of the Constitution of Kenya.

The KMFRI HR Manual also communicates the commitment by the Board of Management towards attracting, managing, and retaining the best human resource with a view to achieving its vision. With the rapidly changing environment giving rise to emerging trends and new challenges, the KMFRI HR Manual shall be continually monitored and updated to retain its relevance. The Board of Management shall be responsible for the interpretation of the provisions of the KMFRI HR manual.

**Hon. John Safari Mumba**  
**Chairman**  
**Board of Management**

## **PREFACE**

The Kenya Marine and Fisheries Research Institute (KMFRI) Human Resource policy and procedures manual (KMFRI HR Manual) is the Institute's central reference document on the management and administration of human resources at the institute.

The KMFRI HR Manual promotes the philosophy of institute with regard to standards of excellence and defines terms of employment, employee training, career progression, code of conduct, discipline and exit from service.

In developing the manual, the institute took cognizance of the provision of Constitution of Kenya, the labour laws, statutes, government circulars and the public service human resource policy and procedure manual 2016. In order to fulfil her mandate and realize its mission, the Institute is guided by its core values which including, Integrity, Transparency and Accountability, Excellence, Team Work Spirit, Innovativeness, Commitment, Timely Delivery, Gender Equity and Social Fairness and Information Sharing.

The policy shall be reviewed from time to time to reflect changes in the workforce, employment trends, economic conditions and Kenya's legislation and shall be consistent with the institutes approach to:

- Employing talented individuals whose creativity and imagination will support and contribute to achieving KMFRI's business objectives;
- Communicating KMFRI's standards and expectations in all aspects of employment including performance;
- Valuing diversity, and assure equal employment opportunity and a workplace where relationships are based on mutual respect;
- Treating all staff, workers, contractors and customers in a professional, non-discriminatory manner;
- Providing safe, effective working conditions, and;
- Providing competitive terms and conditions in our workplace market

Any Policy changes will be fully consulted on and communicated to all staff through normal communication channels. This Policy Manual will also be updated as necessary.

**Prof. James M. Njiru, Ph.D.**  
**Director General**

## DEFINITION OF TERMS

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

S. No	Term	Definition
1.	<b>“Act”</b>	The Science and Technology Act Cap 250 of the Laws of Kenya as amended by the Science, Technology and Innovation Act No. 28 of 2013.of the Laws of Kenya
2.	<b>“Attachee”</b>	A continuing degree/diploma student, who has been offered an industrial attachment opportunity in the Institute as required by the university/college in order to graduate.
3.	<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.
4.	<b>“Appointment date”</b>	The date a candidate reports on duty or the date of offer for internal candidates
5.	<b>“Institute”</b>	The Kenya Marine and Fisheries Research Institute (KMFRI) as established in the Act as a body corporate
6.	<b>Basic Salary</b>	An employee’s salary exclusive of allowances.
7.	<b>Bondee</b>	An employee who is serving a training bond obligation
8.	<b>“Beneficiary”</b>	Someone who is eligible to receive distributions from a trust, will or life insurance policy. Beneficiaries are either named specifically in these documents or they have met the stipulations that make them eligible for whatever distribution is specified.
9.	<b>Cabinet Secretary</b>	A state officer responsible for policy direction, coordinating and overall supervision of a Ministry
10.	<b>“Calendar Year”</b>	The period from 1 <sup>st</sup> January to 31 <sup>st</sup> December, both dates inclusive
11.	<b>Career</b>	An employee’s line of work or service involving continuity over a long period of his working life.
12.	<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.
13.	<b>“Charge”</b>	Formal accusation made against someone



<b>S. No</b>	<b>Term</b>	<b>Definition</b>
14.	<b>Children</b>	The biological off-springs 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 Institute. Copies of birth certificates or legal adoption papers will be required in either case.
15.	<b>Code of Conduct</b>	A Body of rules or regulations.
16.	<b>Confidential Information</b>	Any official information of a secret or confidential nature relating to the affairs of the Institute.
17.	<b>“Convalescent leave”</b>	A period of absence from duty granted on the recommendation of a Government Consultant/Medical Officer for recuperative purposes immediately following an illness
18.	<b>Dependent Child</b>	Means the biological offspring or legally adopted child under the age of twenty-five (25) years who is unmarried and wholly dependent on the Officer. The term dependent child shall also include a child who is above twenty-five (25) years and has permanent disabilities and is wholly dependent on the officer and duly registered with the National Disability Council.
19.	<b>Delegated Authority</b>	The powers of the Board which have been assigned to any or more of its members or employees of the Board to exercise on its behalf.
20.	<b>Director General</b>	The Director General as appointed under the ST&I Act
21.	<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 Institute employees are either at the head office in Nairobi or at the regional offices within Kenya.
22.	<b>Employee</b>	Any person employed in the Institute on contract, permanent and casual terms of service unless otherwise stated.
23.	<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.
24.	<b>Gross Misuse</b>	Those actions of improper use of funds, assets, or property of the Institute which leads to a major violation/loss thus severely hampering accomplishment of the Institute’s goals.
25.	<b>Gross Salary</b>	The monthly pay of an employee, including basic pay and all remunerative allowances.



S. No	Term	Definition
26.	<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.
27.	<b>Committee</b>	Human Resource Management Advisory Committee
28.	<b>"Immediate Family"</b>	Includes the employee, spouse, children and employee's parents and parents in-law
29.	<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.
30.	<b>"Intern"</b>	A person who has graduated from University or college and has been offered an opportunity to acquire job skills within the Institute
31.	<b>"Job Grade"</b>	Any grade within the 12 KMFRI Grades
32.	<b>Leave</b>	A period of time granted through official permission to an employee to be absent from work or duty.
33.	<b>Leave Year</b>	The period commencing 1 <sup>st</sup> July to 30 <sup>th</sup> June of each financial year.
34.	<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.
35.	<b>Nuclear Family</b>	Employee, spouse and children.
36.	<b>Parliament</b>	The National Assembly and the Senate
37.	<b>Principal Secretary</b>	This is the Administrative Head of a State Department.
38.	<b>Pro-rata</b>	In relation to benefits, computation for the period served in relation to the full term entitlement.
39.	<b>Public Service</b>	A public Agency declared as PUBLIC SERVICE for pension purposes in accordance with the Pensions Act, Cap. 189
40.	<b>Reimbursable Allowances</b>	Those Allowances where an employee gets reimbursement on the expenditure incurred in the course of duty.
41.	<b>Remunerative Allowance</b>	Those Allowances paid to an employee in addition to salary
42.	<b>Secondment</b>	Means permitting an employee to serve another Public Service for a specific duration and on mutually agreed terms.
43.	<b>Sexual Harassment</b>	Unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature when such conduct has the purpose

<b>S. No</b>	<b>Term</b>	<b>Definition</b>
		or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
44.	<b>Sick Leave</b>	The approved absence of an employee from duty on account of illness.
45.	<b>Spouse</b>	The Legal partner of an officer specified under the Marriage Act or in accordance with the relevant Customary Law.
46.	<b>Supervisor</b>	An employee who has responsibility to oversee, direct or supervise work or operations of other employees.
47.	<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.
48.	<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.
49.	<b>The Institute</b>	Refers to KMFRI as established in the Act
50.	<b>Tour of Service</b>	The period of employment served by an employee outside of the regular technical area.
51.	<b>Training Bond</b>	Formal agreement between the Institute and its employees who are selected for approved training that oblige them to serve in the Institute for a specific period of time on completion of training.
52.	<b>Transfer</b>	The administrative relocation of an employee on the same or similar position in another Department/Division within the Institute.
53.	<b>Union</b>	Any Trade Union recognized by the Institute as representing unionisable employees of the Institute.

**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

## LIST OF ACRONYMS AND ABBREVIATIONS

<b>BOM</b>	-	Board of Management
<b>CBA</b>	-	Collective Bargaining Agreement
<b>GoK</b>	-	Government of Kenya
<b>JSASC</b>	-	Junior Staff Advisory Sub Committee
<b>KMFRI</b>	-	Kenya Marine and Fisheries Research Institute
<b>KES</b>	-	Kenya Shillings
<b>KHRMAC</b>	-	KMFRI Human Resource Management Advisory Committee
<b>NHIF</b>	-	National Hospital Insurance Fund
<b>PAS</b>	-	Performance Appraisal System
<b>PMS</b>	-	Performance Management System
<b>PSC</b>	-	Public Service Commission
<b>SACCO</b>	-	Saving and Credit Cooperative
<b>SCAC</b>	-	State Corporations Advisory Committee
<b>SGR</b>	-	Standard Gauge Railway
<b>SMS</b>	-	Short Messaging Service
<b>SRC</b>	-	Salaries and Remuneration Commission
<b>SSASC</b>	-	Senior Staff Advisory Sub Committee
<b>ST &amp; C</b>	-	Science, Technology and Innovation
<b>TAC</b>	-	Training Advisory Committee
<b>TNA</b>	-	Training Needs Assessment
<b>WIBA</b>	-	Work Injury and Benefit Act

## **SECTION 1: GENERAL PROVISIONS**

### **1.1. Introduction**

- 1.1.1. The Human Resource Policy and Procedures Manual has been developed to support service delivery, commitments and obligations of the Kenya Marine and Fisheries Research Institute to the targeted beneficiaries.
- 1.1.2. Unless otherwise expressly provided, employees of the Institute 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 Institute. It therefore forms the basis upon which the Institute 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 Institute. It is also the official means for the Institute 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 Institute. It therefore forms an integral part of the management processes of the Institute.
- 1.1.7. All copies of this Manual are the property of the Institute 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 Institute 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 five (5) years or as need may arise so as to be in harmony with legislation and Institute 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 for managing the Institute 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) Those Human Resource policies, organizational structure and individual roles operate in an integrated manner so that the Institute 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 Institute 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) The Science, Technology and Innovation (ST&I) Act No. 28 of 2013,
  - c) Science and Technology Act, Cap 250 of the Laws of Kenya
  - d) The State Corporations Act, Cap 446, Laws of Kenya;
  - e) Prevailing Kenya Labour Laws from time to time including but not limited to:
    - (i) The Occupational Safety & Health Act, No. 15 of 2007, Laws of Kenya;
    - (ii) The Employment Act, No. 11 of 2007, Laws of Kenya;
    - (iii) The Labour Institutions Act, No. 12 of 2007, Laws of Kenya;
    - (iv) The Labour Relations Act, No. 14 of 2007, Laws of Kenya;
    - (v) The Work Injury and Benefits Act, No. 13 of 2007, Laws of Kenya;
  - f) Public Officer Ethics Act 2003 No. 4, Laws of Kenya;
  - g) The Anti-Corruption and Economic Crimes Act, 2003;



- h) The Leadership and Integrity Act, 2012
- i) HIV/AIDS GoK Policy Guidelines of 2005.
- j) Kenya Foreign Service Regulations
- k) Guidelines on bonding Public Service Trainees, April, 2011
- l) Other Government Circulars
- m) KMFRI, Internal Control Systems
- n) KMFRI staff notices, circulars and instructions currently in operation

1.4.2. The administration of these regulations shall be vested in the Director General in consultation with the Board Members.

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

## **1.5. Amendments / Review**

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

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

## **1.6. Application**

1.6.1. The regulations shall apply to all employees of the Institute but shall not apply to persons employed on casual terms unless specifically stated.

## **1.7. Organization Structure**

1.7.1. The current organizational structure of the Institute can be broadly categorized into two tiers which comprises of Governance and the Management.

## **1.8. Governance Structure**

1.8.1. The Board of Management as appointed under State Corporations Act, Cap 446 and Science, Technology and Innovation Act No. 28 of 2013 is the supreme decision-making organ.

### **1.8.2. Authority of the Board of Management**

- a) The KMFRI Board of Management shall be the employer of the Institute staff.
- b) The Human Resource Manual provides the means of applying the powers vested in the

Board of Management under 15 (i) of State Corporations Act CAP 446 of 2012.

- c) The Board of Management may delegate to a Committee of the Board of Management or the Director General any of its powers.

### **1.8.3. Responsibility of the Board of Management**

The Board of Management shall provide a work environment that will permit employees to achieve the highest level of performance through:

- a) Provision of equal employment opportunities to all regardless of gender, religion, ethnicity, disability and race;
- b) Provision of necessary resources for efficient and effective performance; and
- c) Negotiating, signing and implementing of annual performance contracts.

## **1.9. Management structure**

1.9.1. The management is responsible for the day-to-day operations of the Institute. The Director General provides stewardship to the management team. The management of the Institute is structured from the office of the Director General to the various Directorates, Departments, Divisions and Sections as may be determined by the Board of Management from time to time and in accordance to the Institute's structure.

### **1.9.2. Powers and Responsibilities of the Director General**

The Director General shall:

- a) Ensure implementation of the provisions in this Manual;
- b) Delegate any of his powers and functions to any employee but he shall remain ultimately responsible for the proper discharge of those functions;
- c) Assign duties to officers;
- d) Provide job descriptions for employees at all levels;
- e) Constitute relevant Institutional committees;
- f) Promote staff welfare;
- g) Encourage staff self-development;
- h) Provide opportunities for staff advancement;
- i) Promote clean and healthy environment;
- j) Sign and cascade annual performance contracts;

- k) Ensure periodic staff appraisal;
- l) Ensure adequate communication with staff;
- m) Promote good labour relations; and
- n) Provision of necessary resources for efficient and effective performance.

### 1.9.3. **Responsibility of Employee**

The employee shall:

- a) Provide information required in connection to their appointment to the Deputy Director responsible for Human Resource Management;
- b) Ensure that data and information collected and processed using public resources remain the property of the Institute;
- c) Provide information in case of police arrest and charges in criminal offence, traffic offence relating to Institute vehicle and any other offence;
- d) Not to issue any information to media and unauthorized persons except with prior authority of the Director General;
- e) Perform assigned duties and responsibilities;
- f) Sign and implement annual performance contracts; and
- g) Ensure timely completion of Annual Appraisal performance forms.

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

### **2.1. Introduction**

- 2.1.1. The Institute is committed to attracting and retaining competent employees required for efficient and effective service delivery.
- 2.1.2. The Institute is an equal opportunity employer and shall not in its recruitment and selection process, discriminate on the basis of gender, race, religion, ethnicity or any other form of discrimination. The constitutional requirement on mainstreaming of gender and persons with disabilities as stipulated in Article 232 of the Constitution will be observed alongside any policies issued by the National Cohesion and Integration Institute.
- 2.1.3. The Institute's efficiency and effectiveness depends on the quality and competencies of employees it engages. The Institute 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 may be verified
- 2.1.5. All appointments shall be made with the approval of the Board of Management 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. KMFRI Career Progression Guidelines**

- 2.2.1. The grading structure, qualifications and other requirements for recruitment into the Institute are laid down in the KMFRI Career Progression Guidelines. The KMFRI Career Progression 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 Institute 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 apply to employees who on successful completion of the probationary period shall be eligible for confirmation in appointment.

## **2.5. Contract Terms**

- 2.5.1. The Institute may engage staff on contract terms as may be stipulated in this policy or other Government guidelines.
- 2.5.2. The position of Director General shall be competitively recruited by the Board of Management and appointed by the Cabinet Secretary.
- 2.5.3. The Director General/Chief Executive Officer shall be appointed on a contract of five (5) years renewable once subject to satisfactory performance.
- 2.5.4. An employee recruited in administrative positions in **Grade KMFRI 2** will serve on a contract of five (5) years renewable once subject to satisfactory performance.
- 2.5.5. The staff of the Institute appointed on tour of duty in administrative capacities may opt to revert back to their previous substantive Grades in the Technical areas on expiry or termination of the tour of duty.
- 2.5.6. A Technical Officer appointed on contract terms in an administrative capacity higher than the substantive position, will be eligible for 25% of their current basic salary and draw allowances assigned to the new position tenable only for the contract period.
- 2.5.7. 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.
- 2.5.8. Where the employment under contract is terminated, gratuity will be paid on pro-rata basis for the period of service 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 Director General in writing three (3) months before the expiry of the contract. In cases of the Director General and the Directors they will be required to notify the Board of Management in writing six (6) months before the expiry of the contract.
- 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 Board of Management, 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.



2.6.3. Renewal of contracts whose term exceeds one year at a time will take into consideration the years served when determining the salary point.

## **2.7. Temporary Terms**

2.7.1. The Board of Management 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 Board of Management 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 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 Institute 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 Head of Function shall make a formal request to the DG, through the Head of Human Resource Management;
- b) After the DG's approval, the Head of HR shall start the process of recruitment.
- c) The DG may however authorize the hiring of previously but competitively hired temporary members of staff /interns where appropriate.
- d) Engagement of temporary members of staff shall not exceed the period of twelve (12) months. Once this period expires, the temporary appointment ends.

2.7.5. Temporary employees are entitled to earn a taxable consolidated salary applicable to a relevant post at the prevailing approved rates.

2.7.6. 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.

- 2.7.7. 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.
- 2.7.8. Temporary appointment carries no guarantee for permanent appointment but staff on contracts are free to apply for permanent positions falling vacant during their employment term.
- 2.7.9. Temporary employees shall have their performance monitored and evaluated in accordance with the Institute's Staff Performance Appraisal Systems guidelines and policy.
- 2.7.10. Temporary employees will have access to medical benefits covered under the NHIF including one spouse and up to a maximum of four (4) children aged twenty-five (25) years and below or beyond twenty-five (25) years subject to proof that the disability has occasioned full dependency on the employee.
- 2.7.11. The temporary staff will also benefit from the medical scheme operated by the Institute.
- 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 Institute.
- 2.7.13. Where temporary employment is renewed, a salary step increment shall be awarded in the new fixed term contract.
- 2.7.14. Temporary employees will be entitled to NSSF and NHIF benefits including deductions.
- 2.7.15. Temporary employees are expected to adhere to the Institute'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 Institute 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 Institute.

## **2.8. Casual Employment**

- 2.8.1. A casual employee is a person whose terms 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. This category of employment shall apply where semi-skilled and unskilled labour is required for specific tasks for which the permanent staff are unable to handle due to its volume or urgency.

- 2.8.3. This category of employment shall apply where semi-skilled and unskilled labour is required for specific tasks for which the permanent staff are unable to handle due to its volume or urgency.
- 2.8.4. Casual workers will be employed only on urgent short-term tasks and for not more than three (3) months period with the approval of the Director General.
- 2.8.5. Such employments are terminable at the end of each day and earn no leave, gratuity, medical or any other benefits.
- 2.8.6. Casual employees shall be engaged as per the prevailing Labour Laws in Kenya.

## **2.9. Industrial Attachment**

- 2.9.1. The Institute will support industrial attachment by providing opportunities to students in tertiary and higher education institutions.
- 2.9.2. Attachment will be undertaken during the course and the duration will be for a maximum period of three (3) months.
- 2.9.3. The attachment shall be in line with the values and principles of public service and the existing labour laws.

## **2.10. Internship**

- 2.10.1. 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.
- 2.10.2. The Institute 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.
- 2.10.3. Internship programmes shall be undertaken under the Institute's internship policy and guideline and comply with the relevant provisions of the Constitution and relevant professional bodies.
- 2.10.4. Internship programmes shall not exceed twelve (12) months.
- 2.10.5. In the course of this duration, interns shall be expected to abide to the code of conduct of the Institute.
- 2.10.6. The Institute may offer students on internship a stipend /allowance during the period of internship as per the prevailing government guidelines and the Institute's policy.

## **2.11. Outsourcing**

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

## **2.12. Powers to make Appointments**

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

## **2.13. Appointments by the Board of Management**

- 2.13.1. The Director General shall be appointed by the Board of Management through an open, competitive, fair and merit-based process. While making the appointment, the Board of Management shall adhere to national values and principles of Governance and the values and principles of public service as set out in the constitution.
- 2.13.2. The Director General shall be appointed on contract terms in accordance with section 2.5.2 of this Manual.
- 2.13.3. Appointments in **Grades KMFRI 1 to KMFRI 3** shall be made by the Board of Management.
- 2.13.4. The power to appoint from **Grades KMFRI 4 to KMFRI 12** is delegated to the Director General.
- 2.13.5. All appointments shall be in accordance with the approved procedures.

## **2.14. KMFRI Human Resource Management Advisory Committee**

- 2.14.1. The Director General shall constitute a KMFRI Human Resource Management Advisory Committee (HRMAC). The committee shall be responsible for advising the Director General on all human resource management issues as may be delegated by the Board of Management. The committee's responsibilities shall include but are not limited to:
- (i) Maintenance of the Institute Staff establishment;
  - (ii) Management of the recruitment process;
  - (iii) Constituting the interview panel;
  - (iv) Performance management;
  - (v) Promotions;



- (vi) Confirmation of appointment;
- (vii) Training and Development;
- (viii) Training Impact Assessment;
- (ix) Management of skills inventory;
- (x) Deployment;
- (xi) Promotion of values and Principles of Public Service;
- (xii) Recommendation for Secondments and unpaid leave;
- (xiii) Recommendation for retirement under 50 years' rule;
- (xiv) Recommendation for retirement on medical ground;
- (xv) Recommendation for re-designation
- (xvi) Recommendation for contract renewal; and
- (xvii) Discipline ; and
- (xviii) Pension administration

2.14.2. The committee shall comprise of not more than nine (9) members drawn from officers not below **Grade KMFRI 3** one of whom shall be appointed by the Director General as the chair.

2.14.3. The HRMAC quorum shall be at least five (5) members.

2.14.4. The Chairman shall be a non-voting member of the committee but shall cast his vote in case of a tie. The Deputy Director of HR shall be the Secretary to the committee.

2.14.5. The Committee may co-opt such members, in writing, as necessary from time to time with approval of the Director General.

## **2.15. Recruitment Procedure**

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

2.15.2. The Director General shall declare to the Board of Management 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 Heads of Departments and must be supported by good justification for the recruitment and confirmation that the positions are not only within the approved establishment but also fully funded within the budget.



- 2.15.3. The Institute will advertise all positions in **Grade KMFRI 1 to KMFRI 3** which fall vacant or are newly established. Whenever a position falls vacant or a new position is established by the Institute in **Grades KMFRI 4 to KMFRI 12** the Director General will advertise the position(s) under delegated mandate.
- 2.15.4. Consideration should always be given to promote candidates from within the Institute for **Grades KMFRI 4 to KMFRI 12**, so as to meet the employee career growth expectations. Senior posts, **Grades KMFRI 1 to KMFRI 3** will be advertised externally in an open, competitive, fair and merit-based process.
- 2.15.5. Before external recruitment is considered for **Grades KMFRI 4 to KMFRI 12**, 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 have the requisite qualifications and competence to do the job;
  - b) Internal advertisement to attract applications from any staff members within the Institute;
  - c) The Institute may also utilize unsolicited job applications in the databank for lower level positions falling in **KMFRI 12 to KMFRI 9** which otherwise if advertised are likely to attract an overwhelming response such as Drivers and Auxiliary staff as well as internship positions.
- 2.15.6. Where the internal recruitment process is exhausted and no suitable internal candidate exists, applicants will be sourced through open advertisements. The Institute shall opt to go to the open labour market to recruit. Where there will be need for specialized services, the Institute may use employment agencies or search firms to hire suitable candidates.
- 2.15.7. In all cases that fall within the purview of the Director General, members of the shortlisting and interviewing panel shall not be at a grade equal to or below the position for which the candidate is being interviewed.
- 2.15.8. The principles of affirmative action, gender and persons living with disability and national values will apply. The Institute shall observe gender mainstreaming, balance on appointment, promotion and ensure that a minimum of a third (1/3) are of either gender.
- 2.15.9. Internal and external advertisements will contain the following: -
- a) A brief description of the Institute'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 and time for receipt of applications.

#### **2.14.10 Recruitment of Persons with Disabilities**

- a) Persons with disability shall be accorded equal opportunities for employment provided they have the necessary qualifications and are suitable for the position;
- b) KMFRI shall implement the principle that at least five (5) percent of all appointments shall be for persons with disabilities; and
- c) KMFRI shall provide facilities and effect such modification, whether physical, administrative or otherwise, in the workplace as may be reasonably required to accommodate persons with disabilities.

#### **2.16. Short Listing**

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

## **2.17. Interviews and Selection**

- 2.16.1 The interviewing panel may subject shortlisted candidates to practical tests before oral interviews.
- 2.16.2 Candidates should be informed of their interview date, time and venue at least one week in advance.
- 2.16.3 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 of Management or the Director General they should then be withdrawn from the selection process and replaced by a suitable colleague.
- 2.16.4 The Institute may conduct background checks for candidates to be recruited.
- 2.16.5 The interview panel shall prepare summary report/minutes of the interview and selection process.
- 2.16.6 The secretary of the interview panel shall submit the report/minutes to the Director General within twenty (21) working days from the last date of the interview.
- 2.16.7 The report/minutes 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.

## **2.17 Offer of Appointment**

- 2.17.1 Before taking up duty, a person appointed to any office will be issued with the appropriate letter of offer of appointment, as the case may be, which must be signed before he commences his/her duties.
- 2.17.2 The letter of offer of appointment shall be issued to successful candidate(s) in triplicate.
- 2.17.3 The letter of appointment shall constitute the contract of employment.
- 2.17.4 Unsuccessful candidates shall be informed of the outcome of the interview within thirty (30) days of the successful candidates assuming duty.

## **2.18 Acceptance of Offer**

- 2.18.1 Acceptance of an offer of appointment shall be made by signing and returning two copies of letter of appointment. The period of acceptance shall not be more than twenty-one (21) days from the date of the dispatch and the appointment taken up not later than three months.
- 2.18.2 A candidate who has not accepted the offer in writing within twenty-one (21) days, from the date of dispatch, shall be deemed to have declined the offer.
- 2.18.3 In the event that the first (1<sup>st</sup>) candidate declines the offer, the Institute 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 such candidate had reached the cut off marks during interviews. Should the third candidate also decline, the Institute shall re-advertise the position.
- 2.18.4 In case of a candidate who has taken up the offer as provided for in 2.18.1 resigns within a period of six (6) months, the provision of 2.18.3 shall apply.
- 2.18.5 An offer of appointment shall only remain valid for a period of three months from the date of offer to the first (1<sup>st</sup>) candidate.

## **2.19 Record of Previous Employment and Qualifications**

- 2.19.1 Candidates will before engagement, provide the Institute with information on all previous employment, which must be supported by satisfactory documentary evidence such as certificate of service. It is the duty of the Director General when recommending appointments to ensure that a candidate's record of previous employment is satisfactory in all aspects.
- 2.19.2 The Director General may call for a confidential report of a candidate from previous employers, contents of which may determine whether or not to appoint the candidate.
- 2.19.3 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.

## **2.20 Medical Examination**

- 2.20.1 All candidates on new appointment shall be required to undergo a medical examination by a Medical Officer at their own expense who must complete the prescribed form. The purpose of the medical examination shall be to guide deployment and job assignment of the employees.



## **2.21 Letter of Appointment**

2.21.1 A letter of appointment shall be issued, in triplicate, 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.

2.21.2 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.

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

## **2.22 Date of Appointment**

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

## **2.23 Personal Records**

2.23.1 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 Directorate of Criminal Investigations (where applicable).
- h) EACC clearance (where applicable).
- i) HELB Clearance certificate (where applicable).
- j) Tax Compliance Certificate (where applicable).
- k) Clearance from Commission on University Education (CUE) for foreign degrees (where applicable).

2.23.2 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)
- h) Any other document that may be required

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

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

## **2.24 Probationary Period**

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

2.24.2 During the period, the Head of Directorates, Departments and Division will submit detailed progress reports and recommendations indicating the employee's performance. Based on the recommendations, the Deputy Director responsible for human resource will advise the General whether, or not, the employee should be confirmed, probationary period extended, or the appointment terminated altogether.

- 2.24.3 If the probationary period will be extended, the employee's performance shall be reviewed again after three (3) months subject to a maximum extension period of six (6) months.
- 2.24.4 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.
- 2.24.5 The officer whose appointment is to be terminated will be notified in writing of the intention and his right to make representation thereon. The letter of intention to terminate the appointment of the employee must specify a reasonable period within which to acknowledge receipt of the letter in writing upon delivery and make representations. The assessment report should be attached to the letter.
- 2.24.6 If an officer's representations are still found not good his services will be terminated on one month's notice.
- 2.24.7 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.

## **2.25 Next of Kin**

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

## **2.26 Official Secrets Act Declaration**

- 2.26.1 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 Deputy Director of Human Resources shall bring to the attention of all employees the provisions of the Official Secrets Act on annual basis.

## **2.27 Employment Card**

- 2.27.1 Each employee will be issued with an official employment card, which should be worn while on the Institute premises.
- 2.27.2 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 Director General. If a replacement is as a result of change of designation or marital status, no fee shall be charged.

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

## **2.28 Induction**

2.28.1 All newly appointed, transferred, re-designated, re-appointed and promoted employees will undergo an induction course conducted by the Institute within three (3) months of reporting to familiarize themselves with the structure, functions and operations of the Institute as per the Induction and Onboarding Policy.

## **2.29 Duties**

2.29.1 All employees shall be given a job description and assigned duties accordingly.

2.29.2 An employee may be transferred to work in any station provided that he possesses the core-competencies required for effective performance.

## **2.30 Re-Designation**

2.30.1 The Institute may, from time to time review and reorganize the staff establishment of the Institute. This may necessitate the re-designation of titles and job descriptions. Re-designation of an employee may require redeployment.

2.30.2 Re-designation of officers shall be subject to the following conditions:

- (i) Suitability interview for officers who are moving from one cadre to another;
- (ii) Suitability interview shall not apply for posts which fall within the same job family;
- (iii) Shall be limited to positions in the first two (2) entry levels in any cadre;
- (iv) Shall take effect from the date of the decision;
- (v) Authorized Officers shall be required to promote qualified officers before processing the re-designation requests;
- (vi) Shall be subject to existence of vacancies; and
- (vii) Re-designations will be based on an officer's demonstrated competence and merit.

2.30.3 If an employee is re-designated, the employee shall not in any way suffer reduction in remuneration.

## **2.31 Position re-grading**

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

## **2.32 Promotion**

- 2.32.1 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.
- 2.32.2 The effective date of an officer's promotion will be when the case is deliberated and approved by the Board of Management.
- 2.32.3 The Institute will strive to expeditiously fill all vacancies by promotion of suitable employees. Consideration of promotion shall be in accordance with the provisions of the Career Progression Guidelines developed for each cadre. Employees who have relevant experience, qualifications and proven merit will be given first priority.
- 2.32.4 The process of filling vacancies by promotion will be through internal advertisement.

## **2.33 Transfers**

- 2.33.1 The Institute recognizes that in order to meet its operational requirements, it may be necessary to transfer staff from one department to another within the Institute.
- 2.33.2 It is therefore the policy of the Institute 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.
- 2.33.3 Employees who have been recruited to fill specific vacant posts will be required to serve in those duty stations for a period not less than three (3) years before they can be considered for transfer to other stations unless it is in the interest of the Institute to transfer them to fill an urgent staffing gap elsewhere.

## **2.34 Transfer of Service**

- 2.34.1 Transfers of service between the Institute and other Public Service shall be approved by the Government on the recommendation of the Board of Management.
- 2.34.2 An employee will be considered for transfer of service having regard to the provisions of applicable pension schemes.
- 2.34.3 An employee seeking appointment in any other Public Commissions or Institutions should submit his application through the Director General.
- 2.34.4 If the Board of Management does not approve the request the employee will have the option to resign.



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

### **2.35 Secondment of employees from the Civil Service to the Institute**

2.35.1 Secondment of officers from the Civil Service to the Institute is applicable to pensionable officers, for a period not exceeding three (3) years and may be renewable once.

2.35.2 Approval for secondment for an officer shall be done by the Director General. While approval for secondment to the Institute of an officer from another institution shall be done by the respective authorized officer.

2.35.3 Approval for secondment for officers moving from the Civil Service to the Institute shall be undertaken in terms of Section 27 of the State Corporations Act as may be amended.

2.35.4 Salary shall be paid by the institution to which the officer has been seconded.

2.35.5 Pension contribution shall be paid by the organization to which the officer has been seconded to be based on the existing scheme rates.

### **2.36 Handing-Over Report**

2.36.1 On re-deployment or on exit from the Institute, 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 Director General for record purposes.

2.36.2 Handing over report will be one of the clearance requirements when exiting/retiring from the Institute and a copy submitted to the Human Resource Division.

### **2.37 Testimonials and Letters of Commendation**

2.37.1 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, ADVANCES, INCREMENTS AND DEDUCTIONS**

### **3.1. Introduction**

3.1.1. The Institute 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 Institute;
- 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 Institute 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 Institute may, from time to time, determine with approval of Government.

3.2.2. The Director General may conduct periodic salary surveys to determine changes in cost of living and terms of employment being offered by comparable Institutes. Such surveys shall form the basis of consultation by the Institute with the relevant Government authority for salary reviews.

3.2.3. The current salary structure consists of twelve (12) salary grades.

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

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

3.3.2. Basic salary and benefits will be communicated to the employee in writing on appointment, at which time; the employee will also be informed of their grades and designation. Any

subsequent change in basic salary, grade or designation shall be communicated to the employees in writing.

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

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

- 3.4.1. An employee on first appointment will be paid salary with effect from the date of reporting for duty.
- 3.4.2. Each employee will have a stated monthly basic salary quoted before any statutory deductions.
- 3.4.3. Salary will be paid monthly in arrears and will be denominated and paid in Kenya shilling (KES).
- 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 Institute 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 Deputy Director responsible for HRM.
- 3.4.6. Employees of the Institute shall not over-commit their salaries beyond two thirds (2/3) of their basic salaries and the Deputy Director responsible for Human Resource Management should ensure compliance.
- 3.4.7. Statutory deductions such as PAYE, NSSF, NHIF, HELB and other legal taxes, as well as deductions arising from court orders/attachments, will be made from an employee's salary without his authorization.
- 3.4.8. Voluntary deductions such as remittances to co-operatives, insurance firms, among others, will be effected provided the employee gives written authorization.
- 3.4.9. On termination of employment, the final benefits will be made on confirmation that the employee has been cleared and issued with a Clearance Certificate.

### **3.5. Salary Increments**

- 3.5.1. Annual increment shall be paid on the 1<sup>st</sup> day of the quartile within which the employee was appointed. For example, if an employee was appointed on 1<sup>st</sup> August, the annual increment shall be paid on 1<sup>st</sup> July.

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. Incremental Credit on First Appointment**

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 maybe 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:

3.6.1.1. Incremental credit shall only be granted in respect of approved experience gained after acquiring the requisite minimum qualifications for the grade.

3.6.1.2. In granting incremental credit, previously earned remuneration shall be considered;

3.6.1.3. 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;

3.6.1.4. 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 Institute immediately after completing his education; and

3.6.1.5. Incremental credit may be granted for the number of years of aggregate approved experience in line with the Institute'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/her salary on the effective date of promotion is less than the minimum of the salary scale attached to the new grade and where that employee was earning an annual increment, he shall receive the minimum of the salary scale attached to his new grade on the effective date of his promotion and his incremental date will be the first date of the month in which he is promoted.

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

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. Deductions from Salaries**

3.9.1. The Director General shall authorize the following deductions from the salaries of employees:

- a) Any amount the deduction of which is authorized by any written law (Statutory Deductions).
- b) Any amount due as a contribution to a provident fund, pension fund or superannuation scheme or any other scheme approved by the Institute.
- c) Any amount for damage done to, misuse or loss of the property of the Institute which may be occasioned by willful default of an employee or any amount due for indebtedness to the Institute.
- d) 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.
- e) Where an employee is liable to refund any amount to the Institute, any such amount shall be deducted from the salary or any sums due to the employee in a manner as the Director General may deem fit subject to labour laws provisions.
- f) Any amount erroneously paid to an employee;
- g) Any loan repayment as advised by the employee/financial institution/Saccos/ any other lending institution.
- h) Any amount not exceeding one day's wages in respect of each working day for the time of which the employee, without leave or other lawful cause, absents himself from duty.
- i) An amount of any shortage of money arising through negligence or dishonesty of the employee or whose contract of service provides specifically for his being entrusted with the receipt, custody and payment of money.

3.9.2. An employee shall maintain a minimum of one-third (1/3) of his basic salary after all deductions.

### **3.10. Deductions of Income Tax**

3.10.1. In addition to the income tax under PAYE arrangements, the Director General 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.



### **3.11. Salary Advance**

- 3.11.1. Salary Advance of up to one (1) month's basic salary may be granted to an employee by the Director General subject to availability of funds when an employee is in a difficult financial situation. In applying for the advance, the employee shall explain the circumstances.
- 3.11.2. A Salary Advance in excess of one (1) month's salary may be granted by the Director General in exceptional circumstances but should not exceed two (2) months basic salary.
- 3.11.3. An employee will be granted a Salary Advance once within twelve (12) months and which should be fully recovered within the twelve (12) months.

### **3.12. Salary in Advance**

- 3.12.1. An employee may be paid one (1) month's salary before the end of the month owing to unforeseen financial hardships.
- 3.12.2. Generally, salary in advance will only be payable for the current month.
- 3.12.3. Such advance shall be recovered in full at the end of the same month.
- 3.12.4. Salary in Advance will only be granted up to a maximum of three (3) times in a year.

### **3.13. Advance for Purchase of Bicycle**

- 3.13.1. An employee on Permanent or Contract Appointment may, on the recommendation of Center Manager /Head of Department/ Division be granted an advance by the Institute of a maximum of KES. 6,000.00 for the purchase of a bicycle provided:
  - a) The duties of the employee necessitate the use of a bicycle.
  - b) or the employee resides in an area in which public transport is inadequate.
  - c) The bicycle is available for inspection by the supervisor.
  - d) One advance shall be granted within a period of twelve (12) months, except in deserving circumstances as may be determined by the Supervisor.
  - e) The advance will be payable in equal installments over a period not exceeding twelve (12) months.

### **3.14. Advances for Purchase of Refrigerators**

- 3.14.1. An employee posted to a hardship area may be granted an advance up to KShs 50,000.00 for purchase of a refrigerator.

3.14.2. The advance shall be recovered in monthly installments of up to twenty-four (24) months.

**3.15. Advances for Purchase of Computer**

3.15.1. An employee on permanent terms may be granted by the Institute an advance of maximum KShs 60,000 to purchase a computer.

3.15.2. The advance shall be recovered on monthly installments for up to twelve (12) months.

3.15.3. A computer advance will be granted only once per year.



## **SECTION 4: ALLOWANCES**

### **4.1. Introduction**

- 4.1.1. The Institute 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 Institute or any other Agency, 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. On transfer from one station to another, an officer may claim Accommodation Allowance for self and spouse and up to a maximum of four (4) unmarried children under twenty-five (25) years of age, who are living with him and are in full time schooling and 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 eighteen (18) years and above will be the same as that of

the officer. The rate for the children below eighteen (18) years will be half that payable to the officer.

- 4.2.6. An employee who is away from his duty station on official duty or medical treatment on referral by a medical practitioner and is required to stay overnight shall be eligible for Accommodation Allowance. The rate payable shall be determined by the Board of Management. The employee on treatment shall be required to produce a doctor's report on return.

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

- 4.3.1. Telephone Allowance shall be paid to the Director General, Directors, Deputy Director Heads of Divisions, Centre managers or any other deserving officer at the rate approved by the Board of Management / Director General and as guided 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 subsistence allowance at the daily rates as guided by government circulars and policies from time to time.
- 4.4.2. The rates of subsistence allowance which are payable for each complete period of hours commencing from the time of departure from Kenya are designed to meet the cost of accommodation at good, but not luxury class hotels, three meals a day including service charges, local travelling (such as taxi, bus or train fare), incidental expenses including any taxes and an element in respect of essential entertainment. 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 lodging expenses are paid in full directly to the hosting institution/hotel by the Institute or any other Commission, a residual allowance of up to one-quarter (1/4) of the standard rate of subsistence allowance may be paid to him to cover incidental expenses. Where only hotel/lodging expenses are covered, subsistence allowance may be paid at three-quarters (3/4) of the standard rate. In cases where the sponsor does not meet the expenses directly but pays an allowance and such allowance is less than the standard rate of subsistence allowance, the employee may claim the difference from the Institute.
- 4.4.4. An employee travelling on duty abroad is normally expected to regularize his expenses within the standard rate of subsistence allowance. Nevertheless, in very exceptional circumstances, for example, when hotels are heavily booked during an international meeting and the employee has no choice of accommodation or when the standard rate of subsistence allowance is insufficient for any other justifiable reasons, consideration will be given by the



Director General 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. 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.

- 4.5.2. 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 may be determined by government from time to time.

- 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 Six (6) months or until the vacant post is filled whichever is the earlier, but may be extended by Board of Management or Director General 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 Director General, as the case may be.

- 4.5.7. The payment of acting allowance shall be subject to recommendation by the HRMAC and approval in accordance with the Board of Management'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 of Management or such other employee to whom the Director General may delegate such responsibility.
- 4.5.12. Employees on probationary, contract and internship 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 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 Institute or Director General 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. Meal Allowance**

- 4.7.1. 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.
- 4.7.2. 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.
- 4.7.3. Meal allowance will not be paid alongside accommodation allowance.
- 4.7.4. Meal allowance shall not be paid as a compensation for employees who are required to work beyond the official working hours.

#### **4.8. Hardship Allowance**

- 4.8.1. An employee stationed in designated hardship areas, shall be granted hardship allowance based on guidelines from the government from time to time.
- 4.8.2. Employees deployed temporarily to hardship areas for continuous periods of more than 30 days shall be eligible for hardship allowance for the duration of their deployment.

#### **4.9. Extraneous Allowances**

- 4.9.1. Extraneous allowance shall be paid to officers who are called upon to undertake extra responsibilities in addition to their normal duties and therefore work over and above the official working hours on a continuous basis. Payment rate will be approved by the Board of Management.
- 4.9.2. Extraneous allowance is payable to employees designated by government guidelines at prescribed rates.

#### **4.10. Leave Allowance**

- 4.10.1. An employee shall be required to take a minimum of Fifteen (15) days of his/her annual leave entitlement to qualify or to be eligible for leave allowance.
- 4.10.2. All employees will be eligible for leave allowance once a year. For ease of administration, the allowance will be paid through the payroll.
- 4.10.3. An officer 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. If such an officer does not apply for leave he shall only draw leave allowance once a year.
- 4.10.4. Leave allowance shall be paid at the rates determined by the Government from time to time.

#### **4.11. Commuter Allowance**

- 4.11.1. All employees will be eligible for commuter allowance provided they are not facilitated with Institute transport.
- 4.11.2. The rates of the allowances will be as per the prevailing government guidelines.
- 4.11.3. It will be an offence for an employee in receipt of commuter allowance to use Institute vehicle from house to office and vice versa.

#### **4.12. Risk Allowance**

- 4.12.1. Risk Allowance shall be paid to employees who by the nature of their work are exposed to dangerous chemicals, fumes, radiations, micro biological pathogens, hazardous dust and extreme oceanic weather conditions will be eligible for payment of health risk allowance as guided through Government Circulars and / or as approved by the Board of Management at appropriate rates from time to time in addition officers such as, Cashiers, Security Guards and accountant and drivers carrying large sums of cash from or to the bank may be paid risk allowance as determined by the government from time to time.
- 4.12.2. The Board of Management with the advice of the Director General may consider other cadres that qualify for Risk Allowance.

#### **4.13. Entertainment Allowance**

- 4.13.1. Entertainment Allowance shall be paid to the Director General, Deputy Directors, Directors, Heads of Departments, Divisions, Managers based on the rates approved by the Board of Management.

#### **4.14. House Allowance**

- 4.14.1. All officers are eligible for House Allowance applicable to their grades as stipulated in government circulars issued from time to time and approved by Board of Management.
- 4.14.2. Officers occupying institutional houses will pay rent as determined by the Ministry responsible for housing.

#### **4.15. Special Task Force Allowance**

- 4.15.1. Employees appointed by the Director General to engage in a special task so declared, shall be paid special task force allowance as per the prevailing government rates.

#### **4.16. Retreat Allowance**

- 4.16.1. Employees called upon to participate in retreats for special assignments, which are meant to review and produce important policy documents may be paid a Retreat Allowance at a rate approved by government and Board of Management.

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

4.16.3. No employee should be involved in more than one role in a workshop at a given time.

#### **4.17. Non-Practicing Allowance**

4.17.1. The Government usually identifies and designates various cadres of public servants as eligible for payment of non-practice allowance.

4.17.2. Any Institute staff falling under such cadres will be eligible for payment of Non-Practice Allowance at prevailing Government rates.

#### **4.18. Responsibility Allowance**

4.18.1. Responsibility Allowance shall be paid to the Director General, Directors Deputy Director, / Heads of Departments Divisions, Centre Managers and Other senior positions as approved by the Director General at the rate approved by the Board of Management.

#### **4.19. Mileage Allowance**

4.19.1. An employee with permission of the Director General may use own or hired motor vehicle when traveling on duty and be paid Mileage Allowance at Automobile Association (AA) rates approved by the Board of Management.

4.19.2. Mileage Allowance shall be limited to the distance by the most direct route.

#### **4.20. Medical Allowance**

4.20.1. Employee not covered by the KMFRI Medical Scheme for a reason beyond the employee or KMFRI shall be entitled to a non-accountable monthly Medical Allowance at rates determined by the Government and Board of Management.

4.20.2. The Medical Allowance will be reviewed annually to ensure that KMFRI employees get value for money invested in the Scheme.

#### **4.21. Resource Persons Allowance**

4.21.1. Where an employee is required out of his normal duties to lecture or facilitate at an official training of the Institute, is eligible for Resource Persons Allowance as per Government Circular and approved by the Board of Management.

#### **4.22. Transfer Allowance**

4.22.1. An employee transferred to another station shall be paid Transfer Allowance equivalent to one (1) month's Basic Salary at least three (3) days prior to departure to the new station provided the new station is not less than 40 kilometres from the former station.



4.22.2. The allowance is not payable when the transfer is on own request.

4.22.3. Transfer allowance will not be paid to officers who are deployed on temporary basis (i.e. on relief duty) for a period not exceeding five (5) months.

#### **4.23. Bicycle Allowance**

4.23.1. An employee whose duties entail frequent traveling within the duty station may be permitted by the Director General to use own bicycle and be paid monthly Bicycle Allowance at a rate determined by the Board of Management.

#### **4.24. Uniform Allowance**

4.24.1. Institute employee offering common services and are required to wear uniforms due to their duties shall be issued with at least two (2) pairs of appropriate uniform annually.

4.24.2. Uniforms shall include: dust coat, skirt/trouser, blouse/shirt, Kaunda suit, suit, necktie, safety shoes/boot, socks, hand gloves and clothing apron.

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

4.24.4. Disciplinary action will be taken against any employee who fails to observe this Regulation.

#### **4.25. Protective Clothing**

4.25.1. Staff who work in workshops, laboratories, registries, field stations and such other work environments that may expose them to workplace hazards shall be provided with protective clothing / gear in each calendar year as may be determined by the management.

4.25.2. Such clothing shall include but not limited to:

- (i) Lab / dust coats, lab goggles, gloves, masks, helmets, safety boots, waterproof footwear, gumboots, raincoats, jungle trousers, diving suits, short trousers and t-shirts etc. In addition, the employer shall provide laundry soap for clothing's.
- (ii) institute shall maintain a physical environment conducive for work to take place including clean and spacious offices with the ideal temperature and proper ventilation
- (iii) institute shall provide laundry services for clothing for staff working in high-risk areas and provide laundry soap for other cases every month.

#### **4.26. Seagoing Allowance**

4.26.1. This allowance is payable to research, technical and maritime personnel going on seagoing expedition at the rate of a quarter (1/4) of the per diem rates applicable to the respective towns that the ocean or lake is situated.



#### 4.27. Other Allowances

- 4.27.1. Other allowances may be paid at the applicable rates provided for by the relevant government circulars issued from time to time with approval of the Board of Management.



## **SECTION 5: MEDICAL BENEFITS**

### **5.1 Introduction**

- 5.1.1 The Institute 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 Director, Corporate Services will manage and monitor the medical expenditure on behalf of the Director General to ensure that costs are reasonable.

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

- 5.2.1 The Institute shall procure an in-patient and outpatient medical scheme for the employee, one (1) spouse and up to a maximum of five (5) dependent children under twenty-one (21) years of age or children up to twenty-five (25) years of age with permanent disabilities, who must be registered with the National Council for Persons with Disabilities (NCPWD) and are wholly dependent on the employee. Children above 21 years of age and are in college shall be included in the scheme subject to the provision of admission / confirmation letters from College and a maximum age of 25 years.
- 5.2.2 The Institute shall sign a binding contract with the service provider for the execution of the service.
- 5.2.3 The limit of the medical scheme shall be determined by the Board of Management from time to time.
- 5.2.4 The Institute shall ensure that the staff continue to be members of the Medical Scheme provided by NHIF.

### **5.3 Medical Ex-gratia**

- 5.3.1 An employee whose medical cover or that of a beneficiary has been exhausted may apply to the Institute for medical ex gratia assistance.
- 5.3.2 The Board of Management may provide medical ex gratia assistance to staff who find themselves in extraordinarily difficult financial stress yet having exhausted their in-patient medical cover.
- 5.3.3 All cases for ex gratia assistance shall be recommended to the Board of Management by the Director General on the advice of HRMAC.
- 5.3.4 Ex-gratia is payable net of the amount of cover received from the Medical Scheme and NHIF.

### **5.4 Insurance Policies**

- 5.4.1 The Institute shall undertake to provide, inter alia, the following insurance covers for its

permanent and contract employees:

- (i) Group Life Assurance;
- (ii) Group Personal Accident, to include WIBA;
- (iii) Travel Insurance; and
- (iv) Benevolent / Last Expense Cover.

5.4.2 These insurances shall not in any way affect any personal insurance policy that an individual employee may have taken out for him / herself.

#### **5.4 Group Personal Accident Insurance**

5.5.1 The Institute shall take a Group Personal Accident Insurance Cover for compensation of injury or death to all employees on Permanent or Contract Appointment of one (1) year or more. This policy shall cover employees twenty-four (24) hours a day whether the employee is on or off duty.

5.5.2 If an employee dies or is injured, the Supervisor shall report the incident to the Human Resource Management Division within forty-eight (48) hours.

5.5.3 The Institute will provide Work Injury Benefit (WIBA) for employees on Contract Appointment of less than one (1) year.

5.5.4 The following documents should be submitted to Human Resource Management Division to facilitate follow up insurance compensation:

- a) A report of the incident;
- b) A doctor's report;
- c) Duly completed insurance claim form; and
- d) Original medical bills incurred.

#### **5.6 Group Life Insurance**

5.6.1 The Institute shall purchase Group Life Assurance Policy for employees on Permanent or Contract Appointment of more than one (1) year.

#### **5.7 Bereavement**

5.7.1 The Institute will provide the following towards funeral expenses for a deceased employee or spouse or unmarried children up to the age of twenty (22) years or unmarried children up to the age of twenty-five (25) years in college and dependant on the employee or a child over twenty-five (25) years of age with permanent disabilities and registered with the National

Council for Persons with Disabilities (NCPWD) who's wholly dependent on the employee.:

- a) Funeral grant of KES. 50,000.00 (Shillings fifty thousand only);
- b) Mortuary expenses for a maximum period of two (2) weeks;
- c) Transport for the of the deceased to the place of interment;
- d) Transport of the spouse and the children of the deceased employee, immediate family and KMFRI staff to the place of interment;
- e) One advertisement on radio and newspaper; and
- f) Last expense money as provided in the KMFRI Medical Scheme Policy



## **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 and Divisions 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 Deputy Director of the HR department in the first month of the fiscal year.
- 6.1.3 Annual leave will not be commuted for cash. In the case of separation from employment the Director General will have the discretion to approve payment 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) Paternity leave
  - d) Child Adoption Leave
  - e) Sick leave/Convalescent
  - f) Unpaid leave/Leave of absence
  - g) Compassionate leave
  - h) Leave for special purposes
  - i) Study leave/Examination
  - j) Terminal Leave/Leave pending retirement
  - k) Leave for Sports men/women
  - l) Sabbatical leave
  - m) Disembarkation Leave



### **6.3 Annual Leave**

- 6.3.1 Annual leave is a right to every KMFRI staff and will be granted to enable the officer renew his energies and improve on efficiency. Annual leave is granted by the Director General, subject to the exigencies of service.
- 6.3.2 Supervisors shall prepare annual leave roasters to allow each employee time for Annual Leave.
- 6.3.3 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.
- 6.3.4 Annual leave for a newly appointed employee will be calculated on a pro-rata basis for the year of his appointment.
- 6.3.5 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.
- 6.3.6 Annual leave is not cumulative. Hence, leave earned shall be taken within the leave year it falls due or be forfeited. However, an employee may, if he so wishes, carry forward from one leave year to another not more than half of his annual leave entitlement.
- 6.3.7 Deferment of annual leave from one leave year to another shall be permitted subject to the provisions of the Employment Act. The accrued annual leave shall be taken not later than eighteen (18) months from the end of leave earning period.
- 6.3.8 Where exigencies of work prevent an employee from utilizing his annual leave, the Supervisor shall notify the Director General for approval of deferment.
- 6.3.9 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.
- 6.3.10 Where an employee is recalled from leave, the days due shall be credited to his leave balance.
- 6.3.11 An employee stationed in a designated hardship area may avail himself of his annual leave in two portions. Each portion should be taken once every period of six months, i.e. from 1st June to 30th December and from 1st January to 30th June.
- 6.3.12 An employee stationed and who does not come from that locality 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.

#### 6.3.13 Commutation of Leave

- a) Except in exceptional circumstances, annual leave may not be commuted for cash nor will unutilized leave days be claimed by dependents to the estate of a deceased officer.
- b) The Director General shall be responsible for authorizing commutation of leave for cash where leave is not taken due to exigencies of service.
- c) Commutation of leave will be based on an officer's basic salary for the relevant leave year using the following formula:

Basic Salary (BS) divided by thirty (30) days then Multiply by the Pending Leave Days (LD).

$$(BS / 30) \times LD = \text{CASH DUE TO THE EMPLOYEE}$$

### 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.
- 6.4.4 Should it be necessary to extend maternity leave beyond ninety (90) calendar days on grounds of sickness of the mother, the officer will be granted sick leave subject to confirmation by a recognized medical practitioner.
- 6.4.5 Where the extension sought is on the account of the child's sickness the officer will be expected to utilize her annual leave entitlement.
- 6.5.6 On resumption of maternity leave, female employees may be granted flexible working hours as guided under the institute's flexible hours program until the baby is twelve (12) months old.

## **6.5 Paternity Leave**

- 6.5.1 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.
- 6.5.2 In this regard, it is clarified that in the case of a male employee with more than one wife, he will be entitled to paternity leave only in respect of the wife registered in the National Hospital Insurance Fund (NHIF) contributor's Card and such leave shall be taken not more than once per year. Further, to enjoy such leave an employee will be required to present a Medical Certificate confirming the maternity status of his wife.

## **6.6 Child Adoption Leave**

- 6.6.1 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.
- 6.5.3 A female officer/staff is entitled to adoption leave with full pay upon production of supporting legal documents. The leave shall be granted as follows:
- a) Not more than three years of age, an employee shall be entitled to three months' adoptive leave with full pay.
  - b) Above three years of age but below twelve years of age, the employee shall be entitled to two months' adoptive leave with full pay.
  - c) Above twelve years of age, the employee shall be entitled to one month's adoptive leave with full pay.
- 6.5.4 Where the adoption is by both the employee and spouse, and the spouse is also an employee in the Institute, child adoption leave will only apply to the female employee.
- 6.5.5 The Child adoption leave will commence once the employee produces an adoption order
- 6.5.6 A female employee on adoption leave shall not forfeit her annual leave.
- 6.5.7 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.

## **6.7 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 months of sick leave, the Director General will refer the case to the Director of Medical Services to convene a Medical Board with a view to determining whether or not there are reasonable prospects of eventual recovery and fitness for duty.
- d) On the expiry of the six months, the employee shall not be reinstated in the payroll.
- e) Where an employee is found to be unfit for service by the Medical Board, the case shall be referred to the Institute 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 General 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 Head of Departments and Division 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 / Leave of Absence**

6.9.1 Leave of Absence may be granted to an officer by the Director General, where an employee has to undertake assignment/duties that will enrich performance and add value in projects of interest to the Institute. In granting a leave of absence, the following guidelines will be observed: -

- a) The employee shall be required to make full disclosure of their intended engagement with the other Institutes / Projects / bodies to enable the Director General determine the merit of the application.
- b) On completion of leave, the employee will be required to report back to their duty station and the head of functional area will formally inform the Director General of the officers' resumption. However, the Institute shall determine the appropriate deployment of the employee for purposes of career continuity.
- c) The employee shall not be entitled to any benefits applicable to serving employees neither shall the period be increment earning.
- d) Unutilized earned leave days to the credit of the employee must be exhausted before request for leave of absence can be considered.

6.9.2 The leave of absence shall be allowed for a non-renewable period of three (3) years.

6.9.3 Leave of absence may also be granted on the following grounds:

- a) To attend to urgent private affairs of exceptional nature not exceeding ninety (90) calendar days.
- b) To officers whose spouses are posted to foreign missions during the tour of service for the period of the tour but not exceeding three (3) years.
- c) To officers who are appointed to international or public commissions where they cannot transfer their service or be on secondment for a period not exceeding three (3) years.
- d) To officers appointed by the County Governments who may be allowed to serve a full term of the life of the County Government.

- 6.9.4 Non-scientists may be granted leave of absence, which will not exceed twelve (12) months to carry out short term consultancies in projects of interest to the Institute.
- 6.9.5 The period of unpaid leave will not be pension earning under Pension Act. The officer will be required to make arrangements to contribute his/her portion and that of the employer to the scheme.
- 6.9.6 Non-compliance to the established guidelines by the employee during the period of Leave of absence shall lead to disciplinary measures by the Institute.
- 6.9.7 Leave of absence will not be granted under the following circumstances: -
- (i) If the applicant has secured a permanent job elsewhere;
  - (ii) If an employee is pursuing a career in politics;
  - (iii) If an employee is under disciplinary actions; and
  - (iv) If an employee has previously been granted leave of absence;

#### **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 Institute's sponsored courses so long as the course had previously been approved by the HRMAC.
- 6.10.2 The Institute may also grant a study leave for up to three (3) years to an employee who has been sponsored for full time course of training. Such a course must have been approved by the HRMAC in advance. In granting study leave, the following will be observed: -
- (i) An employee may be eligible for study leave if they have served the Institute for at least two (2) years and confirmed in appointment.
  - (ii) An employee who had previously been on study leave must serve for minimum of two (2) years before being eligible for another study leave.
  - (iii) For purposes of equity, all requests for study leave shall be vetted by the HRMAC and approved by the Director General.
  - (iv) Any employee wishing to pursue further studies, whether privately or sponsored by the Institute, full time or part time, must obtain approval from the Director General.
  - (v) In granting a long term full-time study leave, whether fully sponsored or self-sponsored, an employee shall be required to sign an agreement binding him/her to work for the Institute for a specified period following the completion of the course or pay the Institute.

- (vi) An employee studying outside official working hours will not be bonded if self-sponsored.
- (vii) An employee on study leave will receive full salary for the duration of such leave.
- (viii) An employee returning from study leave shall be required to submit a written report on the activities undertaken during the leave in addition to the certificates attained. Employees will also be required to submit copies of theses written in the course of their studies.
- (ix) An employee, who has been pursuing studies on part-time and is required to sit for an approved and recognized examination, shall be entitled up to a maximum of ten (10) working days leave to prepare for the examination in addition to leave for the actual examination days on the time table.
- (x) On completion of training, the employee will be required to formally inform the Director General, of employees' resumption of duty.
- (xi) While on study leave, an employee shall be subject to the Institute's rules and regulations.

6.10.3 An employee on full time Study Leave outside the country shall receive eighty per cent (80%) of their Basic salary for the duration of such leave;

6.10.4 An employee on Study Leave within the country shall receive ninety per cent (90%) Basic salary for the duration of such leave;

6.10.5 An employee on Study Leave shall report for duty two (2) weeks after completion of studies;

6.10.6 An employee returning from Study Leave must serve the Institute for a minimum period of two (2) years before proceeding for another study/ sabbatical/ unpaid leave to take up employment in another institution; and

6.10.7 There shall be no provision for unpaid study leave in the Institute

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

6.11.1 The Director General 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 Terminal Leave Pending Retirement**

- 6.12.1 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 Institute.
- 6.12.2 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.
- 6.12.3 Annual Leave shall not be taken as a Terminal Leave on retirement, termination of appointment or contract. However, this regulation shall not apply to Annual Leave brought forward from the previous year.

## **6.13 Disembarkation Leave**

- 6.13.1 The purpose of this leave is to provide the employee time to re-acclimatize or otherwise attend to personal matters before resuming normal duty.
- (i) An employee returning from training studies abroad lasting six (6) months or more, shall be entitled to ten (10) working days leave from the date of reporting on duty.
  - (ii) An employee shall be expected to apply for the same before proceeding on leave.
  - (iii) The leave shall not be deferred to be taken with annual leave.

## **6.14 Public Holidays**

- 6.14.1 The Institute shall observe gazetted public holidays and any other that may be proclaimed by the government.
- 6.14.2 The following days will be observed as public holidays in accordance with Public Holidays Act (Cap 110):

<b>S.No</b>	<b>Event</b>	<b>Date</b>
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



S.No	Event	Date
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	*

*\* In accordance with the relevant religious calendar*

- 6.14.3 In addition to the above public holidays, Idd-ul-Haj and Diwali, will be observed as public holidays by officers professing these faiths.
- 6.14.4 The Institute 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 Sabbatical Leave**

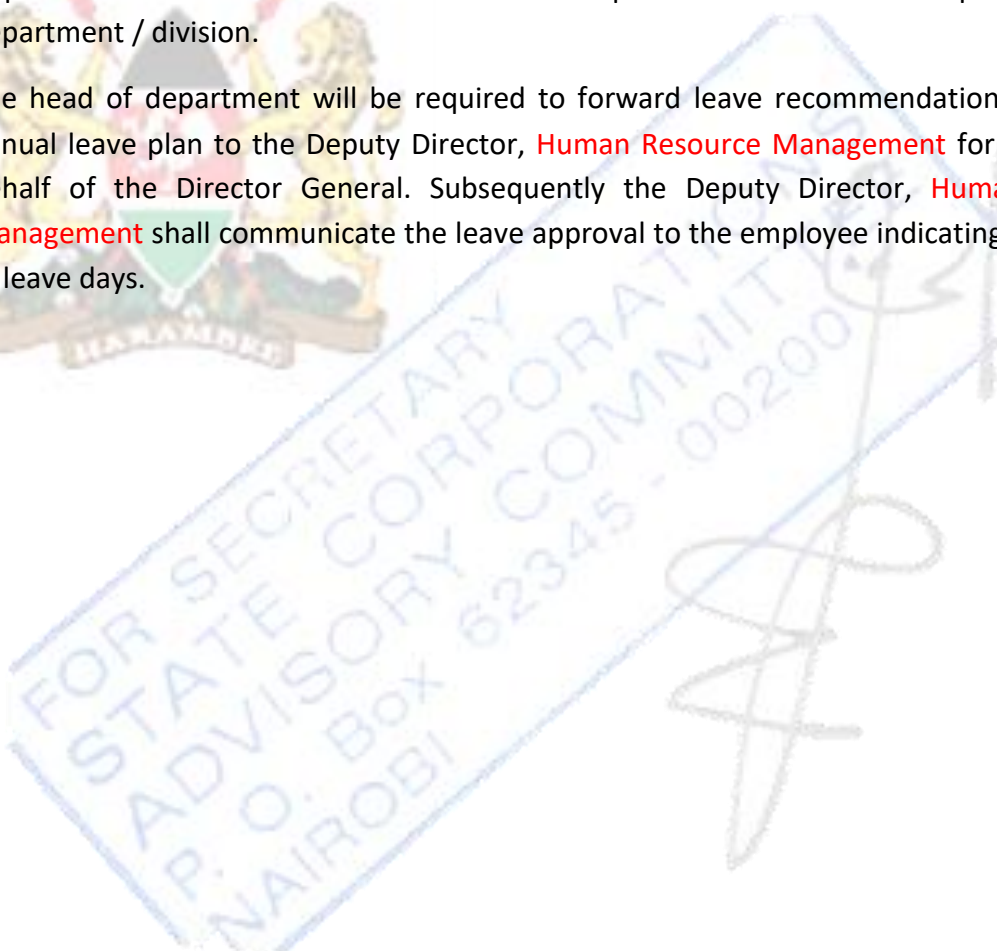
- 6.15.1 Employees serving on Permanent and Pensionable Terms are eligible for Sabbatical Leave for professional experience subject to the approval of the Board of Management.
- 6.15.2 Employees serving on shall be eligible for sabbatical leave to afford them opportunity for professional improvement through attachment to other relevant institutions or to prepare publications relevant to the work of the Institute.
- 6.15.3 Such leave shall be considered after completion of five (5) years of continuous service with the Institute from the date of appointment or since return from sabbatical or study leave.
- 6.15.4 Sabbatical leave shall be granted at the rate of two (2) months for every completed year of service since appointment or return from sabbatical or study leave or leave of absence subject to a maximum of twelve (12) months at any one time.
- 6.15.5 An employee on sabbatical leave shall be paid full his pay during the period of such leave.
- 6.15.6 An employee on sabbatical leave shall not be entitled to annual leave for the same year.
- 6.15.7 It is mandatory for employees returning from sabbatical leave to submit a written report on the activities undertaken during the leave. Evidence of the accomplished activities during sabbatical leave shall be provided at the end of the leave.
- 6.15.8 The Board of Management shall in the interest of the Institute determine the eligibility and when and employee may take sabbatical leave.

## 6.16 Festival Holidays

- 6.16.1 Leave of absence on religious festivals may be granted with pay for not more than two (2) days in a leave year, subject to the exigencies of the Institute.
- 6.16.2 An application for leave on such an occasion should be submitted to the Human Resource Division well in advance of the date on which any religious' festival is celebrated.

## 6.17 Application for Leave

- 6.17.1 Application for leave should be submitted in the prescribed form to the respective head of department / division.
- 6.17.2 The head of department will be required to forward leave recommendations as per the annual leave plan to the Deputy Director, **Human Resource Management** for approval on behalf of the Director General. Subsequently the Deputy Director, **Human Resource Management** shall communicate the leave approval to the employee indicating the balance of leave days.



## SECTION 7: TRANSPORT

### 7.1 Transport

7.1.1 Transport in the Institute is regulated through the Institute's Transport Policy. This section addresses various aspects of the Transport Policy and includes the transport of employees while on duty and use of Institute'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 Institute's expense by rail, road, and sea or by air.

7.1.3 Free transport shall be provided within Kenya as follows:

- i. On official duties;
- ii. On the employee when travelling on transfer, retirement or end of employment contract of more than three (3) years; the employee accompanied by spouse, unmarried children up to the age of twenty two (22) years and unmarried children up to the age of twenty five (25) years in college and dependents on the employee or a child over twenty five (25) years of age with permanent disabilities and registered with the National Council for Persons with Disabilities (NCPWD) who's wholly dependent on the employee. Transport for luggage will also be provided.
- iii. On medical treatment including Sick Leave; the employee, spouse, unmarried children up to the age of twenty-two (22) years and unmarried children up to the age of twenty-five (25) years in college and dependents of the employee or a child over twenty-five (25) years of age with permanent disabilities and registered with the National Council for Persons with Disabilities (NCPWD) who's wholly dependent on the employee.
- iv. On termination of appointment; the employee, spouse, unmarried children up to the age of 22 years and unmarried children up to the age of twenty-five (25) years in college and dependant of the employee or a child over twenty-five (25) years of age with permanent disabilities and registered with the National Council for Persons with Disabilities (NCPWD) who's wholly dependent on the employee provided such transport is claimed and taken within two months of cessation of duty. However, this privilege shall not apply to an employee who resigns or is dismissed for misconduct;
- v. For a deceased employee, spouse, unmarried children up to the age of Twenty-two (22) years and unmarried children up to the age of twenty-five (25) years in college and dependents of the employee or a child over twenty-five (25) years of age with permanent disabilities and registered with the National Council for Persons with Disabilities (NCPWD) who's wholly dependent on the employee.

7.1.4 The Institute 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 or a child over twenty-five (25) years of age with permanent disabilities and registered with the National Council for Persons with Disabilities (NCPWD) who's wholly dependent on the employee, 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.

## **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 Official Vehicles**

7.3.1 The Director General will be entitled to one official car which will be used for official work only.

7.3.2 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 Director General or an employee authorized by him.

7.3.3 Official vehicles are intended for official purposes only and should not be used for private purposes. An employee who makes improper use of a vehicle shall render himself liable to disciplinary action.

7.3.4 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.

7.3.5 As much as possible, employees shall pool transport.

## **7.4 Use of Own Motor Vehicle**

7.4.1 If the Institute's official transport is not available when traveling on official duty, an employee may seek permission from the Director General or his duly authorized representative to use his own motor vehicle;

7.4.2 Permission may be granted if the use of a personal vehicle is economical and in the best interest of the Institute; and



7.4.3 Reimbursement for use of own motor vehicle will be based on the prevailing Automobile Association (AA) rates.

## **7.5 Management of Vehicles**

7.4.1 The Director General 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;
- (viii) Fuel consumption

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

7.4.3 It shall be the responsibility of the Director General 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.

7.4.4 All Drivers shall have a valid driver's license appropriate for the class of vehicle. Any employee authorizing improper use of the vehicle shall be held personally responsible, making him liable to disciplinary action which would include making good for pecuniary loss and may be liable to dismissal from the service.

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

## **7.5 Reporting of Accidents**

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

7.5.2 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 Director General within 24 hours of the occurrence of the accident.

## **7.6 Traveling by Air**

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

7.6.2 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 Director General.

## **7.7 Travelling by Taxi**

7.7.1 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.

7.7.2 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 Institute vehicle was available.

## **7.8 Transportation of Baggage**

7.8.1 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 Institute. The employee shall be reimbursed the cost of transport at the prevailing rates of baggage allowance as shall be determined by the Institute in consultation with Government from time to time.

## **7.9 Travelling for Interview**

7.9.1 An officer who is invited for an interview by KMFRI will be regarded as travelling on duty and his travelling expenses will be charged to the appropriate vote.

## **7.10 Traveling by Standard Gauge Railway (SGR)**

7.10.1. When required to travel by SGR, all members of staff shall be governed by the prevailing government policy in terms of class of travel.

7.10.2 An employee travelling on duty by SGR shall not be granted any baggage allowance in addition to the free allowance on the travel ticket, unless in special circumstances in which excess baggage shall be considered by the Director General.

## **SECTION 8: PERFORMANCE MANAGEMENT**

### **8.1 Introduction**

- 8.1.1 This Section provides guidelines for Performance Management System (PMS) in the Institute for enhancement of efficiency and effectiveness in service delivery.
- 8.1.2 The overall goal of the Institute's PMS is to measure employee performance and ultimately the achievement of intended results for the Institute. The Institute 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 achievement of overall long term goals of the Institute will be undertaken by Heads of Departments who shall coordinate development and review of strategic plans in their respective Departments.
- 8.2.2 The strategic plans will be the basis for setting performance targets for the Institute 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 Institute's strategic plan. It shall be cascaded to all Departments/ Divisions, levels and cadres of employees.
- 8.3.2 The Institute Board of Management will negotiate and sign performance contract targets with the parent ministry and then the Director General, who will in turn cascade to staff.
- 8.3.3 The Performance Contract will be integrated with the Performance Appraisal System (PAS) and the Performance Rewards.
- 8.3.4 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 progression, placement, rewards and sanctions.

- 8.4.2 The Performance Management System will support the Institute 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 Institute.
- 8.4.3 The system provides for setting of performance targets, work planning and evaluation of performance.
- 8.4.4 The Supervisor is required to motivate, mentor and coach the employee.
- 8.4.5 An employee should be assisted by the immediate supervisor to overcome any identified weakness to improve work performance.
- 8.4.6 Whenever an employee's performance is outstanding, he/she should be encouraged and commended by the supervisor.
- 8.4.7 Performance results shall be recorded and filed in the employee's file.

## **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 Institute 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 Institute;
  - 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 Institute.
- b) To promote employee career development by creating learning environment and ensuring quality improvement through training, coaching, counseling and mentoring.
- c) To provide open and honest periodic evaluation of an employee's performance.
- d) To link the annual salary increment to the employee's performance rating.

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
- c) All job descriptions will be approved by the immediate supervisor and the respective Heads of the various Departments.

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 Institute's needs and individual employee competencies.

## **8.7 Principles of Performance Appraisal**

- 8.7.1 Human Resource Department will initiate and coordinate the evaluation process.
- 8.7.2 The Institute is obligated to provide an enabling environment for the employees to achieve targets.
- 8.7.3 The KMFRI Performance Appraisal Form will be the tool to measure and evaluate performance.
- 8.7.4 Employees will be appraised against the agreed targets at mid-year by the supervisor to review the progress made by the appraisee in accomplishing the agreed assignment.
- 8.7.5 Employees will be appraised at the end of the financial year by the supervisor and relevant committee.
- 8.7.6 Every new employee shall have his performance formally appraised over the probation period.
- 8.7.8 In the event that the Appraiser leaves the department/division/section/Centre, he will be required to appraise the performance of the Appraisee (s) on pro-rata basis. Conversely, officers on transfer should ensure that they are appraised before they leave.
- 8.7.9 The supervisor will ensure that those serving under him are advised on their shortcomings and supported to overcome them.

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

- 8.8.1 Prior to the beginning of the performance period, Departments will prepare work plans based on their strategic plan. The Departmental Work Plans should include the Departmental priority objectives from which individual performance targets will be derived. Departmental Heads will meet with employees under their direct supervision to discuss and ensure that the objectives and performance targets of the department are understood.
- 8.8.2 The individual work plans will be derived from the Departmental Work plans and employee's job description. The work plan will briefly describe the performance targets or expected results on specific assignments and activities for which the employee is responsible during the performance year.
- 8.8.3 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.

- 8.8.4 Each Supervisor shall continually monitor the implementation of the individual Work Plan and take appropriate action.
- 8.8.5 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.
- 8.8.6 Quarterly performance reports shall be submitted by the officer to the Heads of Department, who shall in turn present the reports to the Performance Contract Secretariat, with relevant evidence. A copy of the performance report shall be forwarded to Heads of Directorates.

### **8.9 Performance Appraisal Period**

- 8.9.1 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.

### **8.10 Continuous Performance Appraisal**

- 8.10.1 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.
- 8.10.2 Employees serving on contract terms will be appraised every Quarter during the first year of the contract. If the performance is unsatisfactory, the contract will be terminated in accordance with the contract document.

### **8.11 Mid-Year Performance Review**

- 8.11.1 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.
- 8.11.2 The review which should be in the form of discussions, should be centered on what has been achieved, any constraints experienced and whether there is need to vary the initial assignments in order to accommodate any unforeseen circumstances. 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.
- 8.11.3 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/Institute, he will be required to appraise the performance of the Appraisee on pro-rata basis.

## **8.12 End of Year Appraisal Process**

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

- a) The Supervisor and Appraisee are required to meet at the end of the year to discuss the overall performance for the whole appraisal period;
- b) Prior to the meeting, the Appraisee should prepare a preliminary report on the extent to which set targets were achieved as agreed at the beginning of the Performance Year with clear performance indicators.
- c) Appraisal shall commence with the immediate supervisor and the employee completing the Performance Appraisal Form in a participatory manner.
- d) Any disagreements during the evaluation shall be recorded on the Performance Appraisal Form before the employee and the supervisor sign the report.
- e) 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 the Director General for endorsement.
- f) Completed Performance Appraisal Forms shall be returned to the Human Resource Department by 30th July of each year for processing.
- g) The responsibility to have the evaluations completed in time lies with both the appraiser and Appraisee.

8.12.2 Human Resource Department shall table the appraisal forms to the Senior Staff Advisory Sub Committee (SSASC) or Junior Staff Advisory Sub Committee (JSASC) as the case may be for evaluation.

8.12.3 Officers recommended for reward and sanctions shall be forwarded to the HRMAC and Board of Management for approval.

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

8.12.5 Feedback on appraisal shall be done in writing within a period of six (6) months.

## **8.13 Performance Rating Levels**

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



## **8.14 Appeals**

- 8.14.1 If an employee disagrees with an evaluation and cannot resolve the disagreement with the supervisor, the employee may appeal to the Director General through the Deputy Director responsible for Human Resource for another review of his performance.
- 8.14.2 The appeal must be made in writing and submitted to the Deputy Director responsible for Human Resource within ten (10) days of the initial performance appraisal meeting. The Director General will refer the appeal to the relevant sub-committee to review the appraisal.

## **8.15 Rewards and Sanctions**

- 8.15.1 The Institute shall have an incentive scheme aimed at rewarding members of staff based on the value they are adding to the Institute on 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 Institute.
- 8.15.2 The Director General will be responsible for the administration of the rewards and sanctions policy through the advice of HRMAC.
- 8.15.3 HRMAC will also handle cases of appeals after employees have exhausted all review mechanisms.
- 8.15.4 Testimonials and letters of commendation may be awarded to employees by supervisors as a motivation for exemplary service.
- 8.15.5 The rewards and sanctions shall be as set out in the Rewards and Sanctions Framework for the Institute and will be composed of the following;
- a) Compensation
  - b) Incentives
  - c) Awards

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

- 8.16.1 Appeals on performance assessment shall be submitted to the HRMAC for consideration.

## **8.17 Rules of Conduct for the HRMAC**

- a) Members of the HRMAC 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 Director General
- c) Members of HRMAC will not discuss or make recommendations in respect of their own performance reports. The Director General shall complete the Performance Appraisal reports for the members of the Committee and make appropriate recommendations to the Institute.
- d) Members of the HRMAC 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 Director General shall be appraised by the Board of Management.

#### **8.18 HRMAC Recommendations**

- a) Director General shall, on the recommendation of HRMAC and approval of the Board of Management reward excellent performance and apply the appropriate intervention in accordance with the Rewards and Sanction Framework of the Institute.
- 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 Institute.

## **SECTION 9: TRAINING AND DEVELOPMENT**

### **9.1 Policy Statement**

- 9.1.1 Whilst the Institute 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 Institute 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 as guided by the Institute's Human Resource Training and Development Policy and Guidelines.
- 9.1.4 Training and development of employees will be directed towards the achievement of the following objectives:
- a) Enhancement of the Institute 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 Institute develops to meet changing and emerging needs; and
  - c) Ensure availability of sufficient trained human resource-base to meet the Institute'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 Three (3) months of the transfer date or joining the Institute.
- 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 Institute shall not sponsor employees for undergraduate degree courses or other courses that are mandatory for their current job's qualifications.

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 Institute will be based on systematic analysis of its contribution to the effectiveness of the Institute. Training needs will therefore be assessed at three levels:

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

9.2.2 To this end, the Institute 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; and
- f. The location and timing of any training program.

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

## **9.3 Training Needs Assessment (TNA)**

9.3.1 Training in the Institute shall be based on Training Needs Assessment which shall be conducted every three (3) years or as need arises.

9.3.2 All Heads of Departments shall prepare training projections based on Training Needs Assessment to guide the Training Advisory Committee (TAC) in nominating employees for training.



## **9.4 Course Approval**

9.4.1 The Director General 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 Deputy Director of HRM by the end of each school term or by the end of the course whichever is earlier. The Institute shall not release the next installment (s) unless such a report is satisfactory.

9.5.2 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 Management 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 Deputy Director of Human Resource should ascertain the availability of: -

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

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

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

- a) The number of staff in each department weighted against the Training Budget;
- b) The Institute training priority areas as identified by the TNA;
- 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 Institute;
- 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; and
- 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 Institute will endeavor to assist its employees acquire additional qualifications relevant to their jobs through sponsorship for various courses and programmes.
- 9.8.2 The Institute 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 Only permanent employees shall qualify for training sponsorship by the Institute.
- 9.9.2 The Institute will sponsor members of staff for courses approved by the Committee.
- 9.9.3 Members of staff on probation shall be expected to wait for confirmation before they can benefit from the Institute's training funds. They may, however, attend seminars and conferences as approved by the Director General and also benefit from training geared towards members of staff induction.
- 9.9.4 Subject to the availability of funds, the Institute shall endeavor to assist all its employees acquire skills and competence relevant to their jobs.

## **9.10 Expenses to be met by the Institute**

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

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

## **9.11 Mentorship Programme**

9.11.1 Whenever possible, new employees will be assigned mentors who will provide them with guidance and ensure that they are properly integrated into the service as guided by the Institute's Mentorship policy and Procedure.

## **9.12 Training Levy**

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

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

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

9.13.1 The Training Advisory Committee (TAC) will manage and coordinate employee training. This Committee shall be responsible for the following as regards training;

- a) Consideration and recommendation of approval of the Institute's training plans and staff development strategies.

- b) Consideration of training projections and analysis of training needs as well as setting up a hierarchy or priorities within the overall training projections.
- c) Assessment of availability of training resources and their optimum utilization.
- d) Identification and selection of suitable employees for various training programs.
- e) Apportionment of the training funds.

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

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

##### **9.14.1 Salary and Allowances**

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

##### **9.14.2 Provision for Annual Leave**

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



- c) An employee attending a course outside the country shall be eligible for his normal annual leave due only for the year he returns to the country.
- d) The employee shall resume duty immediately upon the completion of the course or the expiry of the period of training.

### **9.15 Training Reports**

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

### **9.16 Self-Sponsored Courses**

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

9.15.2 In cases where an employee had proceeded on a self-sponsored course approved by the Director General and while attending the course the employee manages to secure funding from the Institute, 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.

9.15.3 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 Bodies or institution.

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

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

- a) Relevant to their scheme of service;
- b) Approved by the Director General; and
- c) The employee has not been sponsored for a similar course before.

### **9.18 Refund of Training Expenses**

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

- a) If through own acts of omission or commission, unacceptable conduct and general indiscipline, the employee displays unsatisfactory progress and is consequently discontinued from the course.
- b) If he fails to resume duty at the expiry of the course without reasonable excuse.
- c) If the employee does not complete the course within the prescribed period provided by the respective institution of learning and gets deregistered.

**9.19 Conference and Seminars**

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

**9.20 Security Bond**

9.20.1 An employee who attends a training lasting more than six (6) months, will be required prior to departure to enter into a formal agreement binding him to serve the Institute. The bond period will be determined by either the:

- a) Duration of the course; or
- b) Value/cost of the course.

9.20.2 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

9.20.3 The Bond Period Determined by Cost of Training will be as follows: This type of bonding may be applied for short courses or seminars that involve learning or professional, technical or specialized development for duration of below six months but where the value/cost of such courses is high and constraining the organization’s training budget. In such a case, the employee may be bonded for a minimum period of one year but not exceeding five years.

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

9.20.5 The employee will be required to redeem the bond amount in full in case of default.

### **9.21 Training Impact Assessment (TIA)**

9.21.1 The Institute shall carry out a TIA after every three (3) years within the period stipulated in the relevant policies and guidelines.

### **9.22 Training Projection**

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

### **9.23 Skills Inventory**

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

### **9.24 Subscription to Professional Bodies**

9.24.1 The Institute will support employees to become members of one (1) relevant and approved professional bodies.

9.24.2 The employee will meet the cost of registration and the initial subscription. Thereafter, the Institute will meet the subsequent subscriptions, practising certificate where the employees are required by law to maintain a practising status in the course of executing their duties.

## **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 Institute and should ensure that his conduct both in public and in private life does not bring the Institute to disrepute.
- 10.1.2 Regulations governing discipline in the Institute and the procedure to be followed in cases of breach of discipline are contained in this manual.
- 10.1.3 In addition, an officer is required to comply with the provisions of Chapter Six of the Constitution on Leadership and Integrity and Articles 10 and 232 of the Constitution; Leadership and Integrity Act, 2012; Public Officer Ethics Act, 2003; Anti-corruption and Economic Crimes Act, 2003; Labour Relations Act, 2007 and the Employment Act, 2007, Public Service Commission Act, 2017.
- 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 and they will be bound by any amendments to the code of conduct and ethics.

### **10.2 Policy Statement**

- 10.2.1 The collective personal conduct of KMFRI employees portrays the corporate image of the Institute. Therefore, KMFRI maintains this code of conduct to guide its employees with respect to standards of conduct expected in areas where improper activities could damage the Institute's reputation and otherwise result in serious adverse consequences to the Institute 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 Policy Purpose**

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



## **10.4 Objectives**

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

- a) Increase employee satisfaction, trust and self-identification with the Institute.
- b) Increase the Institute 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 Institute's image, boosting public confidence and protect the integrity of the Institute
- 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 Institute'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 Institute.

## **10.5 Scope**

10.5.1 The Code of Conduct and Ethics applies to the Institutes employees, under all terms of service and in all duty stations of the Institute.

10.5.2 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.

## **10.6 Office Hours**

10.7.10 The official hours are as follows:

- a) Nairobi and all other Regions

Monday to Friday: 8.00 a.m. to 1.00 p.m.

2.00 p.m. to 5.00 p.m.

b) Coast Region (Mombasa) and North Eastern (Garissa)

Monday to Friday: 7.30 a.m. to 12.30 p.m.

2.30 p.m. to 5.30 p.m.

10.7.11 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.

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

## **10.7 Flexible Hours Program**

10.8.10 Flexible Hours Program is a program that gives employees control of where, when and how to work. The employees may be allowed to choose core hours during which they must be on duty. This consistent timing will enable both internal and external stakeholders to know the availability of the employee.

10.8.11 The Director General may allow employees with disabilities, employees with medical conditions requiring regular medical appointments, nursing mothers, and employees with parental responsibilities who drop their children to school to have flexible working hours, subject to the following conditions:

- (i) Except for nursing mothers whose children have not attained the age of 12 months, employees must attain the required 8 working hours per working day;
- (ii) Employees must be at work during core hours as may be determined by the Director General from time to time;
- (iii) Employees shall not change their core hours before the expiry of 12 months from the date they selected the hours;
- (iv) Approval by the Director General on a case-by-case basis.

10.8.12 The Director General may revoke flexible hours program where an employee abuses the terms of the agreement.

## **10.8 Official Office Attire**

- 10.8.1 The employees of the Institute are expected to dress in formal and acceptable office attire between Mondays and Thursdays.
- 10.8.2 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.
- 10.8.3 Employees may put on the Institute's branded corporate attires on specific functions of the Institute. Branded corporate attires for other organizations will not be allowed.
- 10.8.4 Employees offering common services such as Receptionists, Drivers and Support Employee and are required to wear uniforms will be issued with at least two (2) pairs of appropriate uniform on deployment.
- 10.8.5 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.
- 10.8.6 Issues of uniforms and dates of their issue must be recorded in the Stores Ledger.
- 10.8.7 Disciplinary action will be taken against any employee who fails to observe this Regulation.

## **10.9 Core Values, Guiding Values, Principles & Requirements**

- 10.9.1 The employees of the Institute shall be guided by the national values and principles of governance in Article 10 and 232 of the Constitution; provisions of Chapter 6 of the Constitution on Leadership and Integrity; Part II of the Leadership and Integrity Act, 2012 as well as the Public Officers Ethics Act, 2003 revised in 2009.
- 10.9.2 The employees of the Institute shall aspire to uphold the national values and principles of governance as stipulated in Article 10 of the Constitution 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.
- 10.9.3 The employees of the Institute shall aspire to uphold the values and principles of public service as stipulated in Article 232 of the Constitution:
- a) High standards of professional ethics;
  - b) Efficient, effective and economic use of resources;

- c) Responsive, prompt, effective, impartial and equitable provision of services;
- d) Involvement of the people in the process of policy making;
- e) Accountability for administrative acts;
- f) Transparency and provision to the public of timely, accurate information;
- g) Fair competition and merit as the basis of appointments and promotions;
- h) Representation of Kenya's diverse communities; and
- i) Affording adequate and equal opportunities for appointment, training and advancement, at all levels of the public service, of:
  - Men and women;
  - The members of all ethnic groups; and
  - Persons with disabilities.

## **10.9 Performance of Duties**

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

## **10.10 Conflict of Interest**

10.10.1 An employee shall declare to the Director General 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 Director General 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 Bodies 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.

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

10.10.3 Other situations which constitute a conflict of interest include Soliciting for any help, funds, favours, gifts and sponsorship from persons or institutions associated with the Institute or using the name of the Institute without the knowledge and approval of the Institute.

### **10.11 Improper Enrichment or Receiving of Gifts**

10.11.1 Institute 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 KES. 20,000.00 should not be accepted. Gifts in cash should not be accepted under any circumstance.

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

- (i) has an interest that may be affected by the carrying out, or not carrying out, of the public officer's duties;
- (ii) Carries on regulated activities with respect to which the Institute has a role; or
- (iii) has a contractual or similar relationship with the Institute;
- (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 Institute.

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

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

#### **10.12 Harambees**

10.12.1 A KMFRI employee shall not preside over a Harambee, play a central role in its Institute 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 & 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. The officer shall also make a final declaration on exit from the Institute.

10.13.2 An officer who fails to submit a declaration or clarification as required, or who submits information that he knows is false or misleading, shall be liable to disciplinary action.

#### **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 and may lead to disciplinary action.

#### **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 commission;

- (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 Institute or its employees, or show or release any official document to any person not connected with the Institute, or even insiders, unless he is required to do so in the course of his duties, or such disclosure as is authorized by the Director General. Individual invitations to give technical advice or present papers should be channeled through the Director General. This obligation is binding even after leaving employment of the Institute.

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 Rule of Law**

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

#### **10.18 Respect and Courtesy**

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

#### **10.19 Discrimination**

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

#### **10.20 Confidentiality and Trust**

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

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

## **10.21 Care of Assets**

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

## **10.22 Media Interviews & Interactions with the Media**

10.22.1 An employee shall not, under any circumstances, communicate with the media either in writing or otherwise, or make statements on matters affecting the Institute's programs or policies without specific authority from the Director General.

10.22.2 An employee, whether on duty or on leave, shall not do the following without the permission of the Director General; -

- a) Act as the editor of any newspaper or take part directly or indirectly in the management thereof; nor
- 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 Institute without the permission of the Director General.

10.22.3 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 Institute, may result in disciplinary action being taken against him

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

## **10.23 Private Agencies**

10.23.1 No employee may undertake any private enterprise 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 Institute and Kenya at large, be an agent for or further the interests of a foreign Government or individual.

## **10.24 Political Views**

10.24.1 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 Institute and the government at large.

10.24.2 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.

### **10.25 Trading**

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

10.25.2 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.

### **10.26 Borrowing and Lending Money**

10.26.1 An employee is strictly forbidden:

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

### **10.27 Harassment**

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

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

- 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.

10.27.3 If an employee encounters such behavior from anyone, including supervisors, fellow employees or other external parties, he should report the incident immediately to the supervisor or to the Deputy Director, Human Resource Management.

10.27.4 If the harassment is from the Deputy Director, Human Resource Management or from the Director General, an employee will be at liberty to report the incident directly to a member of the Board of Management or to the Chairperson.

#### **10.28 Nepotism**

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

#### **10.29 Acting through others**

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

10.29.2 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.

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

#### **10.30 Absence from Duty**

10.30.1 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.

10.30.2 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.

10.30.3 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.

10.30.4 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.

### **10.31 Newspapers and Publications**

- 10.31.1 An employee must not, except with the express written permission of the Director General, 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.
- 10.31.2 An employee may, however, publish in his own name, matters relating to subjects of professional or general interests not involving public matters, politics, the Institute or Government affairs.
- 10.31.3 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 Director General and a draft of the proposed article or speech submitted for approval.

### **10.32 Pecuniary Embarrassment**

- 10.32.1 Pecuniary embarrassment from whatever cause will be regarded as impairing the efficiency of the employee and may render him liable to disciplinary action.
- 10.32.2 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 Institute or is unable to carry out his duties effectively.

### **10.33 Security Measures**

- 10.33.1 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.
- 10.33.2 The Institute's employee in charge of security shall have the authority to regulate entry of all visitors into the premises.
- 10.33.3 Articles brought in and out of the Institute'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.

#### **10.34 Whistle Blowing**

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

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

#### **10.35 Impartiality**

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

#### **10.36 Falsification of Records**

10.36.1 An officer shall not falsify any records or misrepresent information to the Institute or public.

#### **10.37 Bullying**

10.37.1 Bullying includes repeated offensive behavior which is vindictive, cruel, malicious or humiliating and is intended to undermine a person. An officer shall not bully any person.

#### **10.38 Reporting of Improper Orders**

10.38.1 An officer shall report to the Director General or the Board of Management as the case may be, any order required of him that he shall consider improper or unethical.

#### **10.39 Conduct of Private Affairs**

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

#### **10.40 Former Employees Acting in the Institute's Matter**

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

10.40.2 Such engagement may only be considered at least two years after leaving KMFRI's service.

#### **10.41 Defense of Officers in Criminal and Civil Suits**

10.41.1 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 Director General 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 Director General shall immediately report the matter to the Attorney General, who will decide whether or not the officer should be defended.

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

#### **10.42 Civil Proceedings by Officers for Defamation**

10.42.1 Where an officer has been defamed in respect of matters arising out of his official position, e.g. in the press or at a political meeting, it may be that the Government 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 Director General to the Attorney General. Legal aid will not be granted unless:

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

#### **10.43 Lodging of Complaints and Investigations**

10.43.1 A person who alleges that an employee has committed a breach of the Code, may lodge a complaint with the Director General and he/she shall register and inquire into the complaint.

10.43.2 The Director General 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.

10.43.3 The Director General may initiate an investigation pursuant to a complaint by any person.

10.43.4 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.

10.43.5 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.

10.43.6 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.

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

#### **10.44 Investigations**

##### **10.44.1 Principles to be observed**

The following principles will be observed when carrying out investigations:

- a) The Institute will investigate all allegations made in good faith to determine if any complaint made against an employee of the Institute is valid.
- b) The Institute reserves the right to refer the investigation to any Commission 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 Institute.

#### **10.45 Further Action on Investigations**

10.45.1 If after investigations the reported officer is found to be liable of any action that may be subject to criminal or civil proceedings, the Institute 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 General of Public prosecutions, with respect to criminal matters;
- d) The police or any other appropriate authority.

#### **10.46 Promotion of Compliance**

10.46.1 The Institute 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 Institute and to correct any conduct that may not conform to such rules. The Institute reserves the right 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 KMFRI in the Code of Conduct and Ethics describe the standards of behavior expected of those working for the Institute. The Institute 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 Institute in handling discipline cases and shall apply to all types of employment categories in the Institute.

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

11.4.1 The Institute is empowered to make regulations for better carrying out of its functions. The Institute 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 Institute and Director General 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 Director General will handle and determine disciplinary matters of members of staff in **Grades KMFRI5 to RI12**. Appeals from these cases shall lie with the Board of Management.

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

11.5.3 Any such appeal (Institute 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 Institute 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 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 Institute: -

#### **11.8.1 Head of Directorates, Departments/ Division/Section:**

- a) It is the responsibility of each Head of Director General at/ Department /Division/Section to maintain the discipline of his/her immediate employee and, ensure that they observe rules and reasonable instructions.
- b) Heads of Directorate/Department/Division/Section 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 Directorate / Department / Division / Section shall report the misconduct to the Deputy Director of Human Resource Management.

#### **11.8.2 Deputy Director of Human Resource Management**

The role of the Deputy Director of Human Resource Management 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 Institute.

Other responsibilities include: -

- (i) He/she is the secretary to the HRMAC 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' representations, if any, and submits the case to the HRMAC.
- (iv) Implements the decisions of the Board of Management / Director General / HRMAC.

#### 11.8.3 KMFRI Human Resource Management Advisory Committee (HRMAC)

The HRMAC shall deliberates and advise the Director General 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/her.
- 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 Director General

- a) Considers recommendations of the HRMAC 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 Board of Management

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

### 11.9 General Provisions

11.9.1 The following shall be observed while processing discipline cases:

- a) Disciplinary cases shall be processed HRMAC.

- 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 Director General 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 Institute 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 counseled. 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 offence: -

- (i) Continued/habitual lateness to work;
- (ii) Idling and loitering during working hours;
- (iii) Coming to office late and leaving earlier than the required time (Tardiness);

- (iv) Misuse of telephone and other Resources;
- (v) Causing unnecessary commotion in Institute's premises or in public places;
- (vi) Giving false information; and
- (vii) Hawking goods and wares in offices.

**ii. Major Offenses:**

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 Institute'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 miss-posting of payments;
- (viii) Inefficiency in work performance;
- (ix) Misuse of Institute'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 Institute 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 Institute's;



- (vii) Unauthorized use or disclosure of confidential information;
- (viii) Sexual harassment;
- (ix) Willful misuse or damage of Institute's property;
- (x) Soliciting, giving or accepting bribes or funds;
- (xi) Misappropriation and theft of Institute'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 Director General;
- (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 GoK and Code of ethics

### **11.12 Forms of Punishment**

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

- a) Verbal warning
- b) Written warning
- c) Demotion/ Reduction in rank or seniority
- d) Surcharge/Recovery of cost of any loss or breakage
- e) Stoppage/Withhold/Deferment of annual increment
- f) Stoppage of salary

- g) Interdiction
- h) Suspension
- i) Termination of employment
- j) Dismissal

11.12.2 However, the Board of Management shall determine dismissal or termination of service.

### **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 behavior, 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 Deputy Director 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 offence or gross misconduct, the misconduct might be serious enough to justify dismissal without any warning. In such a case, the HRMAC 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 Deputy Director 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 HRMAC to deliberate, conduct disciplinary hearing and make recommendations.
- 11.13.14 If in the opinion of HRMAC there is need for investigation prior to the hearing, the Director General will constitute a committee to investigate the matter.
- 11.13.15 While constituting a team the Director General 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 HRMAC 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:
  - (i) Evidence collected by the team, including any statements by witnesses;
  - (ii) Analysis of the evidence and statements;
  - (iii) A statement on whether the charges against the officer have been proved; and
  - (iv) Details on any matter that may affect the gravity of the case, if any.
  - (v) The report shall not contain any recommendation on the form of punishment to be inflicted on the accused officer.

### **11.15 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 (½) 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.
- 11.16.6 An employee should not be on interdiction for more than six months, however if a case is in court the period may be longer.

## **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 Director through the advice of HRMAC considers that the officer ought to be dismissed
  - b) When he has been convicted of a serious criminal offence.
  - c) Any other offence which in the opinion of the Director General constitutes gross misconduct.
- 11.17.2 Where an officer is suspended from the exercise of the functions of his public office, he shall be entitled to house allowance, medical benefits and no basic salary.
- 11.17.3 An officer on suspension will be required to report to his supervisor agreed intervals, if necessary.
- 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 Absence from Duty Without Leave or Reasonable or Lawful Cause**

- a) Where an officer is absent from duty without leave or reasonable or lawful cause for a period exceeding twenty-four (24) hours, and is not traced within a period of ten (10) days from the commencement of such absence, the officer's salary shall be stopped and action to dismiss the officer initiated;
- b) The officer shall be addressed a 'show cause' letter through his last known address by registered post;
- c) If the officer does not resume duty or respond to the 'show cause' letter within a period of twenty-one (21) days, from the date of the show 'cause letter', the case shall be referred to the respective committee for summary dismissal;
- d) When an officer has been absent from duty without permission and subsequently resumes duty, he shall not be eligible for payment of salary for the period of absence and any amount erroneously paid to him shall be recovered from his salary; and
- e) In cases of delay of stoppage of salary and an officer is subsequently dismissed on account of desertion, the erroneous payment shall be recovered from the officer who occasioned the payment.

**11.19 Absence from Duty on Grounds of Illness**

- a) An officer who is absent from duty on grounds of illness shall produce proof of sickness/sick leave certified by a medical practitioner on resumption of duty. The officer shall also make every effort to notify the office of his sickness; and
- b) Should the officer fail to produce a medical certificate or to give satisfactory explanation for the absence, he shall be considered to have been absent without permission and his case shall be dealt with in accordance with the relevant disciplinary provisions.
- c) The Director General shall be notified of an officer's absence on grounds of ill health by the officer's supervisor after two (2) months of approved sick leave.

**11.20 Criminal Proceedings**

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

- 11.20.1 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.
- 11.20.2 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 Corporation Secretary and Deputy Director General of Legal Services will be sought.
- 11.20.3 In the event that criminal proceedings are preferred against an employee for offences which do not directly relate to the Institute, the Director General may interdict the employee, pending internal investigations whether the Institute's rules and procedures have been breached and appropriate action taken.

### **11.21 Requirements for Carrying Out Investigations**

- 11.21.1 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 Director General stating the terms of reference and specific timeline within which to carry out the investigation.
- 11.21.2 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 Institute/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.

## **11.22 Surcharge**

- 11.22.1 The Institute may resolve to surcharge an employee on account of misappropriation of money, loss of property, malicious damage or misuse of the same.
- 11.22.2 The HRMAC may resolve to surcharge the employee in full or an amount proportionate to the offence.
- 11.22.3 In all surcharge cases, a show cause letter must be issued and the employee allowed to submit his defense.
- 11.22.4 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.

## **11.23 Dismissal**

- 11.23.1 In the event of failure to heed a final written warning, an employee will be advised that he may face summary dismissal.
- 11.23.2 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.
- 11.23.3 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.
- 11.23.4 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.
- 11.23.5 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.



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

11.24.1 The Deputy Director of HRM shall present cases to the Board in the format prescribed.

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

- a) The employee's personal files.
- b) HR Committee of the Board/HRMAC 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/HRMAC minutes.
- e) All correspondence related to the matter.
- f) Details of any matter which may aggravate or alleviate the gravity of the case

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

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

- 11.25.1 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.
- 11.25.2 The Board or Director General may entertain an appeal or application for review out of time if, in the opinion of the Board or Director General, the circumstances warrant it.
- 11.25.3 All appeals and reviews shall be addressed to the Board, through the Director General who shall give comments and a recommendation on issues raised.
- 11.25.4 While forwarding his/her appeal or application for review, an employee may submit an advance copy to the Board.
- 11.25.5 An appeal shall be accompanied by copies of all material evidence or documents that the appellant wishes to rely on.
- 11.25.6 All appeals and applications for review shall be forwarded to the Board even where they are made out of time.
- 11.25.7 Decisions on appeals shall be promptly conveyed and the employee informed of the right of application for review.
- 11.25.8 A second or third appeal as the case may be can be made to the Public Service Commission.

## **SECTION 12: HANDLING OF GRIEVANCES**

### **12.1 Introduction**

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

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

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

### **12.2 Grievance procedure**

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

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

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

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

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

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

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

12.2.6 Upon receipt of the investigation report, the Director General shall prepare a written response to the aggrieved employee giving the reason for the decision.

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

12.2.8 Where the aggrieved party is dissatisfied with the decision made, he/she shall be accorded the right to appeal to the Board.

### **12.3 Negotiation, Conciliation and Mediation**

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

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

## **SECTION 13: EMPLOYEE SEPARATION**

### **13.1 Introduction**

- 13.1.1 The Institute recognizes that from time to time, and for various reasons, employees will leave its employment and that it is important to provide for a smooth and fair separation process.
- 13.1.2 This policy is to provide a process for discharging employees who leave the Institute 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 Institute.
  - c) Ensuring compliance with applicable laws.
  - d) Ensure benefits due are discharged within the required timelines.
- 13.1.3 Except in the case of death, only formal written communication from either employee or the Institute will constitute intention to separate.
- 13.1.4 All employees leaving the services of the Institute will be required to complete a clearance form, handing over 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 Deputy Director responsible for Human Resource Management.
- 13.1.5 Prior to the last day of service, the employee will be expected to clear and handover to the immediate supervisor.
- 13.1.6 The Deputy Director of HRM in liaison with Deputy Director ICT will ensure that all applicable information communication & technology system authorizations, access control are deactivated, internal and external financial authorizations, demobilized access to Institute safes is withdrawn (where applicable) with effect from the last working day.
- 13.1.7 Upon termination of an employee's services from the Institute, the immediate supervisor will ensure that the employee has surrendered the following among others: -
- a) Medical card, employee identity card and any other official card(s) in their possession.
  - b) Office and desk keys and other keys in their possession.
  - c) Tools, equipment, user manual, including CD's & DVDs if any.
  - d) Laptops, mobile phones, modems, and any other portable communication devices as per KMFRI Information Communication Technology policy.
  - e) Safe codes and transaction codes if any.



f) Settle any outstanding Institute debts.

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

13.1.9 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.

13.1.10 In all cases of separation (except death), the Director General shall always ensure that exit interviews are conducted.

## **13.2 Forms of Exit**

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

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

## **13.3 Retirement**

13.3.1 An employee can retire on the following grounds: -

- a) Early retirement on attaining the retirement age of fifty (50) or fifty-five (55) years for research scientists;
- b) On attaining the mandatory sixty (60) years or sixty-five (65) years for research scientists and persons living with disability;
- c) At any time on the following grounds; medical grounds, re-organization and abolition of office and Public Interest.

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

## **13.4 Resignation**

- 13.4.1 Employees may resign voluntarily from service by giving at least one (1) month notice or paying equivalent one-month 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 Director General. 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;
- 13.4.2 Any employee who resigns will cease to belong to the Institute's medical insurance scheme with effect from the date of resignation;
- 13.4.3 On resignation, an employee will be required to refund all outstanding monies/liabilities owed to the Institute. Any amount due to the employee may be withheld and applied towards any sums due to him;
- 13.4.4 The Institute shall not accept a resignation if the resignation is aimed at avoiding anticipated or ongoing disciplinary case;
- 13.4.5 Where an officer resigns from the Institute, 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 Director General will accept or decline resignation in writing for all other employees while the Institute will accept/decline resignation in respect of the Director General.

## **13.5 Termination of Contract**

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

## **13.6 Death**

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

### **13.7 Early Retirement**

- 13.7.1 The early retirement age shall be fifty (50) or fifty-five (55) years for research scientist. Employees at this age can opt to retire with full benefits without assigning any reason.

### **13.8 Mandatory Retirement Age**

- 13.8.1 The mandatory retirement age shall be sixty (60) years; however, research Scientists and persons living with disabilities will retire on attainment of sixty-five (65) years. The mandatory retirement age shall be guided by prevailing government guidelines as may be issued from time to time.
- 13.8.2 Payment of retirement benefits will be processed within the specified period in accordance with the provisions of the Retirement Benefits Act, Trust Deed and Rules and the Pensions Act.

### **13.9 Retirement on Medical Grounds**

- 13.9.1 Where it has been brought to the Director General '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 13.9.3 (a) below.
- 13.9.2 Where it is necessary to convene a Medical Board to determine an officer's fitness for further service or otherwise, the Director General shall refer the case to the Director of Medical Services.
- 13.9.3 The Director of Medical Services shall forward a report to the Institute within a period of one (1) month after appearance of the Officer before the medical Board.
- 13.9.4 Retirement on medical grounds will be ratified by the Board of Management.

### **13.10 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 Government.

### **13.11 Retirement in Public Interest**

- 13.11.1 Where the Director General , after having considered every report in his possession made with regard to an employee, is of the opinion that it is desirable, in the public interest, that the employee be terminated on grounds which cannot suitably be dealt with under any other provision of these policy, he shall notify the employee, in writing, specifying the complaints by reason of which his retirement is contemplated, together with the substance of any report or part thereof that is detrimental to the employee.

13.11.2 If, after giving the employee an opportunity of showing cause why he should not be retired in the public interest, the Director General is satisfied that the employee should be required to retire in the public interest, he shall forward to the Board the report of the case, the employee's reply and his own comments and the Board shall decide whether the employee should be required to retire in the public interest.

13.11.3 Categories of Offences that Attract Retirement in the Public Interest include;

- (i) Gross negligence of duty involving loss of Institute's funds or property.
- (ii) General inefficiency (un-productivity) substantiated by records of poor performance.
- (iii) Intoxication aggravated by other misconduct e.g. violence.
- (iv) Adjudged Bankrupt.
- (v) Gross insubordination aggravated by other misconduct.

### **13.12 Notification of Retirements**

13.12.1 In cases where an employee has attained the mandatory retirement age, the individual should be notified at least twelve (12) months before the date of retirement. In cases where the retiring employee is eligible for retirement benefits a copy of the notification should be submitted to the Pension Scheme Administrator.

13.12.2 In cases where the retiring employee is eligible for retirement benefits under the Pensions Act, a claim for such benefits should be submitted to the Pensions Department, National Treasury on the appropriate Form G.P. 178 or 179 as the case may be, at least three (3) months before the date of retirement.

13.12.3 The Deputy Director of HRM will ensure that notices of retirement have been duly authorized by the Director General and the relevant service records submitted, to facilitate the submission of an acceptable retirement benefits claim within the time limit specified in the Trust Deed and Rules, Pensions Act or Retirement Benefits Authority Act.

### **13.13 Retirement Staff Benefit Scheme**

13.13.1 KMFRI provides a contributory pension scheme which is paid to the staff upon termination of service, in conformity with the set guidelines. Admission into the Scheme will be open to all employees serving on pensionable terms.

13.13.2 Contribution rates shall be as per the Trust Deed and Rules and as may be reviewed from time to time.



13.13.3 Employees whose services were transferred to KMFRI from other Public Commissions, their benefits will be processed in accordance with the provisions of the Pensions Act, for the period prior to the transfer of service.

#### **13.14 Death in Service**

13.14.1 Upon the death of an employee, the services shall be terminated. The following payments will be made to the nominated beneficiaries who are the surviving spouse, children and dependents as per his records: -

- (i) Salary earned up to the point of death;
- (ii) Pro-rated leave earned but not taken;
- (iii) Pension benefits as applicable;
- (iv) Group Life Assurance; and
- (v) Group Accident Insurance Cover and WIBA where applicable.

#### **13.15 Clearance Certificate**

13.15.1 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 Institute and cleared all outstanding liabilities.

#### **13.16 Certificate of Service**

13.16.1 At the request of an employee exiting service, a Certificate of Service will be issued provided he has worked for more than four (4) consecutive weeks.

#### **13.17 Indemnity Certificate**

13.17.1 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 Institute.

#### **13.18 Exit Survey**

13.18.1 An exit questionnaire will be issued to all staff leaving the employment of the Institute for them to fill and return before exit.

13.18.2 The purpose of the exit survey is to seek information from the employee as to their experience of employment with the Institute and to identify areas for improvement.

13.18.3 The results of the survey shall be documented and kept in the Staff Exit Survey file for reference by the Institute.

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

### **14.1 Introduction**

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

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

### **14.3 Emergency Preparedness**

14.3.1 The Institute 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 Institute 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 Institute 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 Director General.

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 Institute will ensure that: -

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

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

- 14.6.1 All fires, however small, must be reported to the Principal Fire employee or other Government agencies such as Police or any Administrative employee within a period of twenty-four (24) hours. The premises so affected by fire must be guarded and no evidence should be interfered with until investigations are over.
- 14.6.2 It is the responsibility of whoever detects a fire to initiate alarm, inform the Police and fire brigade and try to control the fire during its initial stages.
- 14.6.3 All Stations must be fitted with fire detectors, alarms, water storage tanks and pumps dedicated to firefighting only and separate from the normal water supply.

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

- 14.7.1 The Institute 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 Director General 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 Director General may either request the Director of Medical Services to convene a Medical Board for reassessment of the Institute'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 Institute is liable to pay compensation, he will send a demand note to the Director General 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 dependent (s);
  - b) One copy to be returned to the DG; 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 Director General 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 General.
- 14.10.2 In case the employee or the Director General 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 Director General 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 Departments, Divisions, Sections and Units under the Chairmanship of a person appointed by the Director General. 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.

#### **14.14 Security**

- 14.14.1 The Institute will always put in place measures to ensure adequate security for all employees and equipment.
- 14.14.2 Employees leaving the office should ensure that all the windows are locked; the office equipment and lights are off before leaving.
- 14.14.3 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.
- 14.14.4 Employees will be issued with identification cards to facilitate their entry into their work station.
- 14.14.5 The Institute will not be responsible for loss of money or valuables left unattended while in its premises.
- 14.14.6 Employees have a responsibility to ensure a safe and secure environment at all times.

## **SECTION 15: EMPLOYEES WELFARE**

### **15.1 Introduction**

- 15.1.1 The Institute recognizes that, in addition to offering pay benefits, and a healthy working environment to employees, their emotional and social needs should also be catered for as they discharge their duties.
- 15.1.2 The Institute will undertake social responsibility to promote welfare amongst its employees.
- 15.1.3 The Institute 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 Institute recognizes the impact of HIV/AIDS in the workplace and it's far reaching effects on productivity. The Institute 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 Institute.

### **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 Institute 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 Institute 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 Deputy Director, Human Resource Management who will refer them to suitably equipped people to discuss their concerns and receive counseling sessions on the HIV and AIDS.

## **15.9 Counseling Services**

15.9.1 Management will ensure that arrangements are made to provide counseling services to the employees for their well-being and in order to develop a psychologically healthy workforce as per the Public Service Policy on Guidance and Counseling.

## **15.10 Drug and Substance Abuse**

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

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

## **15.11 Working Environment**

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

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

## **15.12 Funeral Expenses**

15.12.1 The Institute shall procure a comprehensive medical cover for members of staff which shall include last expense cover of not less than KES. 100,000.00 for the employee, one spouse and up to four (4) dependent children.



## **SECTION 16: HOUSING**

### **16.1 Allocation of Institutional Houses**

- a) The Director General shall constitute a Housing Committee which shall serve for a term of three (3) years.
- b) Employees are eligible for allocation of Institutional houses, if available.
- c) House rent from KMFRI staff will be paid monthly through check-off system. However, staff occupying institutional houses and are on unpaid leave shall be required to pay rent directly on monthly basis to Director General KMFRI.
- d) Allocation of institutional houses to other public servants may be allocated on exceptional circumstances. Rent will be payable at the prevailing rates.
- e) An officer shall sign occupancy agreement on occupying Institutional house.

### **16.2 Maintenance of Institutional Houses**

- a) An employee who is allocated institutional house shall be responsible for its maintenance in terms of cleanliness, fittings, fixtures and the compound. The employee shall be responsible for any damage or dilapidation to the premises due to negligence.
- b) Major repairs and maintenance will be undertaken by the Institute.

### **16.3 Inspection of Institutional Houses**

- a) The Institute's Maintenance Officer shall undertake annual inspection of houses.
- b) The Maintenance Officer shall also inspect houses one month before they are vacated by an employee to ascertain their condition.
- c) If it is established that any property has been deliberately or wantonly misused or neglected, the occupant shall be liable to meet the cost of putting the house and grounds into habitable condition.

### **16.4 Vacation of Institutional Houses on Resignation and Termination**

- a) An employee resigning or terminated from the service of the Institute shall be required to vacate the institutional house by the last day of employment in the Institute.
- b) Where circumstances may not allow immediate vacation, one may be allowed by the Director General to continue occupying the house for not more than three (3) months.

### **6.5 Vacation of Institutional House on Transfer, Retirement and Bereavement**

- a) Where an employee is transferred to another station and due to circumstances beyond

his control is unable to vacate the institutional house, the family may continue occupying the house at the former station provided that the employee is not housed in his new station.

- b) A retired employee may be allowed to retain an institutional house for up to three (3) months after retirement or up to one (1) year if his children are attending school nearby.
- c) The family of a deceased employee may be allowed to continue occupying the institutional house for a maximum of one (1) year, provided rent is paid.



## **SECTION 17: OFFICIAL COMMUNICATION**

### **17.1 Introduction**

17.1.1 The Institute 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 Institute and to ensure that members of staff and stakeholders understand the importance of the communication modes, format and channels.

### **17.2 General Guidance on Correspondences**

17.2.1 Both sides of the paper should be used and a reasonable margin should be left blank on the left hand side.

17.2.2 Enclosures, unless of exceptional importance, should be avoided whenever practicable, and copies, not originals, be sent.

17.2.3 Enclosures in foreign languages should be accompanied by a translation.

17.2.4 Documents received in foreign languages should be referred to the government ministry in charge of foreign affairs for official translation, if necessary.

17.2.5 Great importance is attached to the expeditious treatment of all communication received by the Institute. 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.

17.2.6 All communication touching on matters of the Institute shall be through the Director General.

17.2.7 An employee is not allowed to take extracts or make copies of minutes and correspondence for his own purpose, unless such correspondence is expressly addressed to the employee personally.

17.2.8 The use of courier services is encouraged, where available.

17.2.9 All external communication to the Institute should be addressed to: -

**The Director General**

**Kenya Marine and Fisheries Research Institute**

**Head Office**

**P.O. Box 81651 GPO 80100**

**Mombasa, Kenya.**

**Tel. +254-(0) 20-8021560**

**+ 254-(0)-20-2353901/2/3/4/5**

**+ 254-(0)-20-2353894/5/6/7**

Fax +254-(0)-20-2353226

Email address: [directorgeneral@kmfri.go.ke](mailto:directorgeneral@kmfri.go.ke)

Website: <http://www.kmfri.go.ke>

- 17.2.10 All communication should have reference numbers for identification and control purposes.
- 17.2.11 Communication should be consistent, through the right channels and by the authorized persons.
- 17.2.12 The accepted modes of communication at the Institute include: - email, telephone, letters, circulars, memoranda (memos), publications, short message service (SMS), social media (on general public awareness issues) and deliberations at meetings.
- 17.2.13 Indulgence by members of staff in communication sites and modes that are of no benefit to the Institute during working hours should be avoided.
- 17.2.14 The heads of Directorates and Departments shall ensure the policy is implemented within their Directorates, Departments and Sections. They shall also ensure dissemination of relevant information to their members of staff and relevant stakeholders.

### **17.3 Classified Correspondence**

- 17.3.1 The Government of Kenya Security Manual contains instructions regarding classified correspondence.
- 17.3.2 The appropriate classification should be clearly marked at the top and bottom of every page of all classified documents.
- 17.3.3 The Director General will be held responsible for ensuring that the most careful attention is paid to security matters in all offices under his control.

### **17.4 Internal Communication**

- 17.4.1 The Institute shall use the following channels when communicating with members of staff: -
- (i) Internal memos / Circulars / Letters;
  - (ii) Intranet;
  - (iii) Emails;
  - (iv) Short Messaging Service (SMS);
  - (v) Telephone calls;
  - (vi) Institute's Notice boards;
  - (vii) E-bulletins;



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

## **17.5 Memos and Circulars**

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

- (i) All memos / letters / circulars should be done using relevant subject file and folioed accordingly;
- (ii) Internal memos shall be used for communication within the Institute;
- (iii) Circulars shall be used for communication with external stakeholders to inform on policies and new developments;
- (iv) Members of staff should be briefed on the contents of such memos/circulars through regular staff meetings, visible notice Boards, internet, bulletins and internal publications;
- (v) Any memo/letter/circular should be initialed by the person drafting it to allow ownership and traceability;
- (vi) Circulars will be issued only by the Director General or authorized officer by DG.
- (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.

## **17.6 External Communication**

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

- (i) Print media-newspapers, periodicals, journals, magazines, circulars, letters, pamphlets, emails, brochures, fliers and posters;
- (ii) Electronic Media-Radio, TV, Internet and Website;
- (iii) Social Media- including social networks and group Short Message Service (SMS);
- (iv) Spoken word comprising of formal presentations in meetings, seminars, conventions, workshops and speeches;
- (v) Bill Boards and publicity posts; and

(vi) Other communication channels including exhibitions, displays and sponsorships.

### **17.7 Economy in use of Stationery**

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

17.7.2 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.

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

17.7.4 The institute shall encourage the use of scanning instead of duplicating or photocopying documents.

### **17.8 Common Seal**

17.8.1 The use of the Common Seal must be confined strictly to official requirements as approved or ratified by the Board. Applications by private persons for impressions of Common Seals shall not be allowed.

17.8.2 The common seal of the Institute shall be kept in the custody of the Director General or such other person as the Board of Management may direct and shall not be used except upon the order of the Board of Management.

17.8.3 The common seal of the Institute shall, when affixed to a document and authenticated, be judicially and officially noticed and unless the contrary is proved any order or authorization by the Institute under this section shall be presumed to have been duly given.

17.8.4 The affixing of the common seal of the Institute shall be authenticated by the signatures of the chairperson and the Director General: Provided that the Board of Management shall, in the absence of the Chairperson or the Director General, in any matter, nominate one member of the Board of Management to authenticate the common seal of the Institute on behalf of either the chairperson of the Board of Management or the Director General.

### **17.9 Corporate Identity / Image**

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

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

(ii) Corporate identity is enhanced by the logo, letter head and the corporate colors;

- (iii) The Institute 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.

## **17.10 Media Relations**

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

- (i) The Institute 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 Director General, to ensure uniformity, accuracy and accountability.

## **17.11 Spokesperson**

17.11.1 The Director General shall be the principal spokesperson of the Institute on operational matters.

## **17.12 Complaints Management**

17.12.1 The Institute shall handle public complaints through the Director General 's office. Clients / Customers are advised to address complaints or suggestions to the Director General through the communication channels set out in this manual.

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

## **17.13 Inventions and Innovations**

17.13.1 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.

17.13.2 Where an invention or innovation relates to 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.

## **17.14 Telephone Facilities / Benefit**

17.14.1 It is the Institutes 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.

17.14.2 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.



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

A handwritten signature in blue ink is written over the bottom right portion of the stamp.



## **SECTION 18: INDUSTRIAL RELATIONS**

### **18.1 Introduction**

- 18.1.1 Industrial relations is a dynamic management concept, which ensures existence of harmonious labour relations between management and the union in an Industry. The social relations arising out of employer/employee interaction is regulated by the state in varying degrees in conjunction with organized social groups and influenced by the existing institutions.
- 18.1.2 KMFRI affirms to safeguard the interest of employees by securing the highest level of mutual understanding and goodwill to facilitate achievement of Institute's objectives. Participatory management is encouraged in order to achieve industrial peace and democracy.
- 18.1.3 KMFRI shall at all times operate within the provisions and procedures set out in the Industrial Relations Charter and the spirit of Tripartism.

### **18.2 Industrial Relations Charter**

- 18.2.1 KMFRI subscribes to the principles of the Industrial Relations Charter which is a tripartite memorandum of understanding between the Federation of Kenya Employers (FKE) representing employers, the Central Organization of Trade Unions (COTU) and The Federation of Public Service Trade Union of Kenya (PASETU-K) on behalf of employees and the Government aimed at regulating labour relations management in the country.

### **18.3 Objectives of Industrial Relations**

- 18.3.1 The objectives are to negotiate the terms and conditions of service for unionisable employees between the Employer and the workers' representatives as stipulated in the Recognition Agreement.

### **18.4 Union Membership**

- 18.4.1 All employees may join any registered and recognized Union of their choice. However, eligibility for an employee to join will depend on the recognition agreement between the Institute and the respective Union.
- 18.4.2 Employees shall not be victimized for being members or participating in trade Union activities;
- 18.4.3 Employees who are appointed as officials of any Union may be granted permission to carry out official Union duties;
- 18.4.4 Employees are not allowed to be officials of more than one Trade Union. However, an official of a Trade Union may also be an official of a Federation to which the Trade Union is affiliated;

18.4.5 Union meetings shall be convened to take place during the employees' free time.

### **18.5 Recovery of Union Dues**

18.5.1 The Institute may deduct trade Union dues from the salaries of union members with express authorization from individual employee/member in writing and pay the monies so deducted into a specified account of the Trade Union;

18.5.2 Deductions from an employee/member who has resigned his/her Union membership and notified the employer in writing shall be stopped; and

18.5.3 A copy of an employee's notification shall be forwarded to the Union for information.

### **18.6 Dispute Resolution**

18.6.1 The Institute will endeavor at all times to have good working relations with the Unions in order to maintain industrial harmony. However, should a trade dispute arise concerning any aspect of the employer/employee relationship, the resolution of that dispute will be as provided for in the Labour Relations Act.

### **18.7 Employee Participation in Strikes**

18.7.1 An employee may participate in a strike if: -

- (i) The trade dispute that forms the subject of the strike concerns the; terms and conditions of employment or recognition of a Trade Union to which an employee is a member
- (ii) The trade dispute is unresolved after conciliation; and
- (iii) Twenty-one (21) calendar days' written notice of strike has been given to the Director General and the Cabinet Secretary responsible for Labour by the representative of the Union.

### **18.8 Institutional Framework for negotiation**

18.8.1 An Institutional Framework for negotiation with Trade Unions has been developed whose objectives are to:

- (i) Ensure that the collective bargaining process is compliant with the Constitution and the relevant legislations;
- (ii) Identify the parties recognized by law to engage in collective bargaining;
- (iii) Provide consistency and uniformity in the collective bargaining process;
- (iv) Provide a platform for consultations with all stakeholders;
- (v) Provide a standard period for collective bargaining across the Institute; and

(vi) Promote labour relations and industrial peace.

18.8.2 The collective bargaining in the Institute may include salaries, allowances, benefits, and working conditions as shall be agreed upon from time to time.

18.8.3 Labour relations shall be guided by the provisions of the Constitution, agreements and the relevant labour laws.



## **SECTION 19: MISCELLANEOUS**

### **19.1 Communication of Institute's Decision**

19.1.1 Any decision of the Institute affecting an individual employee shall be communicated by the Director General through the relevant head of Department, Division, or Section 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 Institute if a request is made by the employee or such representative.

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

### **19.2 Complaints and Grievances**

19.2.1 The Institute 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.

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

### **19.3 Institute May prescribe Forms**

19.3.1 The Institute may prescribe forms for the better carrying out of the provisions of these Regulations.

### **19.4 Gender and Disability Issues**

19.4.1 The Institute shall establish a Gender and Disability Mainstreaming Committee. All Gender and Disability mainstreaming guidelines shall be as per the Gender and Disability Mainstreaming Policy. Refer to Gender Mainstreaming and Disability Policy.

### **19.5 Compensation for Loss or Damage to Personal Effects**

19.5.1 KMFRI may pay employees for serious loss of personal property on ex-gratia basis as may be approved by the Board of Management.

### **19.6 Off duty**

19.6.1 The Director General or his representative may grant off duty to an employee when circumstances so warrant, provided such off duty shall not exceed ten (10) working days in a leave year or two (2) days at a time.

19.6.2 Off duty may only be granted where an employee has exhausted his Annual Leave days.



## 19.7 End of Year Staff Party

19.7.1 The Institute will annually host end of year party for staff.

19.7.2 During the party, the Institute will recognize, appreciate and award retiring officers in that calendar year and excellent performing staff.



## SECTION 20: REFERENCES

- 1) KMFRI Strategic Plan 2018-2022
- 2) Employment Act 2007
- 3) Environmental Management and Coordination Act 1999
- 4) The Public Service Commission Act, Cap. 185, 2012
- 5) Constitution of Kenya, 2010
- 6) The Public Officer Ethics Act, 2003
- 7) Leadership and Integrity Act, 2012
- 8) Director General ate of Public Service Management Circulars
- 9) Human Resource Policies and Procedures Manual for the Public Service, May 2016
- 10) ISO 14001:2004 Environmental Management System
- 11) Retirement Benefits Act, Cap. 197, 2007
- 12) Pensions Act, CAP.189, 2012
- 13) Science and Technology Act Cap. 250,
- 14) The Precursor, KMFRI Terms and Conditions of Service (T and CS) 201
- 15) Labour Relations Act, 2007
- 16) Work Injury and Benefits Act 2007
- 17) Occupational Safety and Health Act, 2007
- 18) State Corporations Act, Cap 446, 2012
- 19) Science Technology and Innovation Act, No 28 of 2013