



MODEL HUMAN RESOURCE POLICY AND PROCEDURES MANUAL FOR
WATER SERVICE PROVIDERS

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PREAMBLE

Human Resource Management (HRM) is a planned approach to managing people effectively for performance. It aims to establish a more open, flexible and caring management style so that staff will be motivated, developed and managed in a way that they can give of their best to support organization mandate. The Constitution of Kenya (2010) provides for a public service that is professional, responsive, accountable, impartial, efficient and effective. This HR Policy provides clear guidelines for efficient, effective and purpose driven management of human resource and development in the water service providers (WSPs) to ensure the utilities are equipped with an optimum number of staff with relevant knowledge, skills and attitudes in order to promote a value-based organization and enhance productivity.

Water Service Providers (WSPs) should ensure that employees are aware of this human resource policy which conform to current laws and regulations. These policies are often in the form of employee manuals which all employees should have access to.

The HR guideline outlines measures and strategies for ensuring that human resource management, development and capacity building in the utilities is guided by Articles 10, 27, 54, 55, 56, 232 and Chapter six of the Constitution of Kenya 2010. Further, the guideline provides a framework within which decisions can be made and supported with regard to human resource management, administration, training and development amongst others.

The HR Policy manual is intended to help all members of staff of the WSPs to understand the organization's terms and conditions of employment and forms the basis of negotiations with trade unions. It explains the human resources rules and regulations that are expected to keep order and to have an effective and harmonious organization. It is further in line with section 86 (5) e of the Water Act 2016 that provides that WSPs are supposed to be run on commercial basis in accordance with sound business principles; performance being one of the hallmarks of a business hence employment, remuneration and incentives should be performance based. All members of staff are advised to read them carefully. Endeavors have been made to keep the document simple to understand, to guide present employees and to provide information to new employees.

According to Section III. H item C (iii) of Special Issue of the Kenya Gazette Supplement No. 61 dated 12th August 2005, it is stated inter alia "Water Service Providers shall be responsible for their own personnel policies within the guidelines provided by the Water Services Regulatory Board". Further, section 90 (1) (a) and (b) of the Water Act 2016 states that a license shall be subject to conditions prescribed by regulations made under the Act and such other conditions prescribed by the Regulatory Board where having an approved Human Resource Policy Manual is one of these conditions. Hence, WSPs should move with speed to formulate/align their own HR policies and manuals under these guidelines for approval by their respective Boards of Directors.

These HR guidelines contain terms and conditions of service that have been prepared by the Water Services Regulatory Board (WASREB) in response to the above Gazette Supplement to assist the Water Service Providers to prepare their HR

policies and manuals. The guidelines are intended to help all members of staff of the company to understand terms and conditions under which they are employed.

These Human Resources Policy Guidelines have been developed from the consultation with various stakeholders in the water sector, including the water services companies. They also include the results of reference to various HR policy manuals in a number of water institutions as well as other relevant documents. Such documents include:

- 💧 Public Service Commission Human Resource Policies and Procedures Manual for the Public Service, May 2016
- 💧 WASREB's own Human Resource Policy and Procedures Manual, 2016.
- 💧 The Employment Act 2007
- 💧 The Companies Act 2015
- 💧 Labour Relations Act 2007
- 💧 Technical assistance reports on governance and HR issues in WSPs
- 💧 HR Audit/inspections reports for various WSPs.
- 💧 Various documentation from the water companies.
- 💧 Other relevant documents

Each WSP should domesticate these guidelines according to their own needs and within the existing laws for approval by the Board of Directors. Once the terms and conditions of service have been approved by the Board, all members of staff should be encouraged to read and familiarize themselves with them. The members of staff should contact the Head of the Human Resource Office whenever they are in difficult and in need of advice, elaboration, definition or explanation for matters pertaining to their employment. However, employees are advised in the first place to discuss issues/problems, with their immediate supervisors or managers before referring them to the Human Resource Office. It is expected that most of the personnel problems can be solved at departmental level.

Finally, it is important to keep in mind that the company should use the guidelines to develop terms and conditions of service based on ability to pay and on the personnel expenditure and staff productivity sector benchmarks issued by WASREB.

**Eng. Robert Gakubia,
CEO, WASREB**

1.0 DEFINITIONS

Definitions of some wording used in these guidelines are presented below.

- 1.1 **“Act”** means the Water Act 2016 (Act No. 43 of 2016).
- 1.2 **“Basic Salary”** an employee's salary excluding allowances.
- 1.3 **“Board”** means the Board of Directors of the company.
“Board Committee” A sub-committee of the Board to deal with specific matter/s
- 1.4 **“Calendar Year”** The period from 1st January to 31st December in any year
- 1.5 **“Casual employee”** means a person the terms of whose engagement provides for his/her payment at the end of each day and who is not engaged for a longer period than 24 hours at a time.
- 1.6 **“Duty Station”** means any station designated as such by the company in writing.
- 1.7 **“employee”** means a person employed for wages or a salary and includes an apprentice and indentured learner
- 1.8 **“Financial Year”** is the period from 1st July in the current year to 30th June in the following year.
- 1.9 **“Gender”** means the social definition of women and men among different communities and cultures, classes, ages and during different periods in history.
- 1.10 **“Gross salary”** Is the total emolument of an employee including basic salary and allowances.
- 1.11 **“Head of Department”** the officer responsible for operations of any established Department of the company.
- 1.12 **“Intern”** means unemployed person with relevant qualifications who is attached to the company for a period of between three and twelve months with intent of acquiring relevant work experience for registration with respective professional bodies and/or to increase chances of employability
- 1.13 **“Attaché”** means a learner/trainee/student who has duly entered into an industrial attachment in a company to acquire practical aspects of a job for a period of between three to six months.
- 1.14 **“Leave Year”** means the period from 1st July to 30th June in the following year.
- 1.15 **“Spouse”** means a legal marriage partner of an officer specified under the marriage Act or in accordance with the relevant customary law.
- 1.16 **“Staff Advisory Committee”** Means a committee appointed by the MD to deal/advise the MD on human resource matters.
- 1.17 **“Temporary Employee”** means a person appointed by the management for a period not exceeding (12) twelve months.
- 1.18 **“The MD”** means the person appointed by the board to manage the day to day affairs of the company.
- 1.19 **“The employer”** means the respective Water Service Provider.
- 1.20 **“Working day”** means a period of six days in a week excluding gazette public holiday/duration of engagement with at least one rest day in a week. (An employee shall be entitled to at least one rest day in a period of seven days).
- 1.21 **“Permanent employee”** means an employee appointed to serve on pensionable terms subject to mandatory retirement age of 60 years and satisfactory performance
- 1.22 **“contract employee”** means an employee appointed to serve on specified period renewable subject to demonstrable performance and other terms of the contract.

- 1.23 **“county”** means a unit of devolved government in Kenya
- 1.24 **“immediate family”** means the employee's spouse children, parents and siblings
- 1.25 **“next of kin”** means the name of the person provided by the employee for the purpose of contact during emergency and in case of death
- 1.26 **“nuclear family”** means employee, spouse and children
- 1.27 **“pro-rata”** is the computation of benefits for the period served in relation to the full-term entitlement
- 1.28 **“County Executive Committee Member”** means the county executive committee member responsible for matters relating to water services
- 1.29 **“County Chief Officer”** means a county chief officer appointed under section 45 of the County Government Act for matters relating to water services
- 1.30 **“Cabinet Secretary”** means a state officer responsible for policy direction, coordination and overall supervision of a Ministry
- 1.31 **“Regulator”** means the Water Services Regulatory Board (WASREB) established under section 70 of the Water Act, 2016
- 1.32 **“Government”** means the two levels of Government Namely National Government and County Government
- 1.33 **“Capacity Building”** means a long term and continuous process of developing and strengthening the skills, instincts, abilities, processes and resources that the Board need to efficiently and effectively deliver her mandate
- 1.34 **“Capacity”** Refers to ability of an individual, teams, or institution to perform appropriate functions effectively, efficiently and sustainably
- 1.35 **“Children”** means the biological offspring's or legally adopted children under the age of twenty-five (25) years who are unmarried and are wholly dependent on the officer.
- 1.36 **“Knowledge Management”** means arrange of strategies and mechanisms used in an organization to identify, capture, store, share and disseminate information and data
- 1.37 **“Performance Management”** means a strategic and integrated approach to delivering sustained success to an organization
- 1.38 **“HR”** Means Human Resource
- 1.39 **“WSP”** Means Water Service Provider

2.0 INTRODUCTION

2.1 Back ground

The HR Manual should give a brief background on the history of the formation of the company and the reasons for the HR manual as outlined in the preface above.

2.2 Mandate

The mandate of the WSP should be stated in the HR manual

2.3 Vision

The HR manual should state the vision of the WSP.

2.4 Mission

The HR manual should state the mission of the WSP

3.0 CITATION

3.1 Authority

The human resource policy manual shall be read together with other relevant laws of Kenya.

3.2 Amendment of the Terms of Service

The Human Resources Policy manual may be amended from time to time by the Board but in so doing they will have regard to:

- (i) The desirability of retaining the terms and conditions unless the need to amend them is clear.
- (ii) Directives and policies issued by the regulator and other relevant Government agencies
- (iii) Any agreements entered into between the management and employees' representatives
- (iv) The desirability of having competitive terms and conditions of service for staff within sector benchmarks.
- (v) Provisions of various labor laws of Kenya as amended from time to time
- (vi) any other emerging relevant issues

3.3 Interpretation of Terms of Service and Omitted Aspects in the Regulation

Where certain aspects are not fully covered in these regulations or difficulties in interpretation are experienced, reference shall be made to the Staff Advisory Committee who shall seek guidance from the Board of Directors, Government circulars and regulations and the Laws of Kenya.

3.4 Delegation

The Board of Directors may delegate any of its functions and powers under these regulations to a committee of the Board or the MD. The MD or heads of departments as the case may be, may delegate duties and powers under these regulations to any officer of the company as may be appropriate.

3.5 The role of the Board

The Board will be responsible for specific roles as provided in the WASREB's corporate governance guidelines, and other Government policy guidelines issued from time to time

3.6 Role of the MD

The MD is responsible for the efficient management of the affairs of the company. He/she is responsible for the day-to-day operations and administration of the company in consultation with the Board. He shall implement the provisions of this policy manual or as shall be amended from time to time.

3.7 Communication with the Board

- i. The Board's resolutions will be communicated directly to the MD through minutes.
- ii. Any official communication from the Board to any officer shall be made through the MD in writing.
- iii. Upward communication to the BoD will follow the chain of command in writing

3.8 Official Visits

- i. An officer who intends to make a visit outside his station on official duties should give an itinerary and purpose of his visit in advance to the MD through his Head of Department for approval.
- ii. Upon return from the visit, the officer should present his report to the Head of Department outlining his achievements and indicating issues that require follow-up.

3.9 Ethical Code of Conduct

The employees will be guided by the Public service code of conduct and ethics, 2016 as guided by the Public Officer Ethics Act, 2003. All employees will be required to sign the code of conduct and ethics as part of their acceptance of offer of employment and to abide by the provisions of the Code (**see appendix 1 on details and commitment form**). In addition, professional employees will be expected to comply with their professional bodies code of conduct.

3.10 Working Hours

- i. The working hours of the company are minimum of 40 hours per week
- ii. In general, working hours in the company are determined by the intensity of work to be performed having regard to particular circumstances of the vocation or the department where such work must be performed.
- iii. Conditions of service at the company shall make it necessary for some categories of employees to attend to their place of work beyond the normal working hours, during weekends and public holidays.
- iv. When an employee is obliged to work beyond the normal working hours, weekends and public holidays, he shall be eligible to be granted time-off or payment of overtime allowance in lieu of the extra hours worked.
- v. The WSP shall define the job cadre/group eligible for over time payment. However, this shall not include management staff
- vi. All over time must be authorized by the Head of Department.

Overtime shall be earned as follows:

- a) For time worked on the employee's normal number of hours per week, the overtime will be taken at one and a half times the normal hours.

- b) For time worked on the employee's normal rest day or gazetted public holiday, it will be taken at twice the normal hour.
- c) Overtime will be paid subject to a maximum of ten (10) hours per week
- d) The provision shall not apply to employees who are required to work overtime regularly and an allowance has been authorized for their compensation

3.11 Working Hours for Security Personnel

Security personnel will be required to work for up to 60 hours spread over a period of not less than 6 days within a week. An officer who works beyond 60 hours shall be granted time off in lieu of overtime payment as per clause 3.10. However, the MD may approve payment of overtime allowance in a situation where it is not possible to grant time off. WSPs are encouraged to outsource this service where it is the more economical option.

3.12 Working Hours for Other Shift Workers

Shift workers, other than security personnel, will be required to work for at least 40 hours per week. They will similarly be granted time off or overtime in lieu of the extra hours worked according to clause 3.10.

3.13 Organization and Structure

The company shall have a clear organization and reporting structure from the Board to the lowest in the form of:

- i. A description of the various departments and sections, their functions and their ideal staffing levels.
- ii. An organogram showing the hierarchical relationships between the Board, the departments and sections, the various job positions in the departments and sections and their actual staffing. **(See appendix 2 on model structure for Very Large, Large, Small and Medium utilities)**
- iii. Delineation between managerial and unionisable staff. Managerial staff are not eligible for compensation for overtime while the unionisable staff are generally eligible.

3.14 Progression Guidelines

The company shall develop schemes of service (career progression guidelines) for its employees which should be approved by the Board. The schemes of service provide clear job descriptions and specifications/qualifications for all job levels (Job Groups) for the various professions in the company. The career progression guidelines are the basis for determining entry points and for promotions/career progression. The Staff Advisory Committee should spearhead this exercise and may borrow direction from other career progression guidelines which are already in existence in other organizations and modify them for their own use.

The career progression guidelines are also related to the salary structure which shows the remuneration levels for the various Job Groups. It is possible to have different career progression guidelines for different professionals with salary structures for each one of them. However, for harmonization and administrative convenience, the most common practice is to have one salary structure covering all the professions in the organization even though the career progression guidelines may be different.

The salary structure is discussed in clause 4. of this human resource policy.

3.15 Staff Establishment

In determining the staff establishment, the WSP shall be guided by the following: -

- i. WASREB sector benchmarks on staff productivity measured in terms of number of staff per 1000 connection
- ii. WASREB sector benchmarks on personnel expenditures as a percentage of total operation costs
- iii. workload analysis study/report
- iv. Organisation design

The staff establishment shall be reviewed regularly and approved by the Board on the recommendation of the management **(see appendix 3 on the staff establishment format)**

All WSPs shall hire competent personnel according to the criteria set by WASREB as provided for in legal notice number 137 of 2012 or as shall be amended from time to time.

4.0 SALARY STRUCTURE

The policy of the company is to offer remuneration that will attract and retain the services of well-qualified personnel with the skills and flexibility to respond to the demand of an efficient system. The objectives of the salary structure will be to:

- (i) Attract and retain key skills needed to achieve overall corporate objectives.
- (ii) Achieve transparency in the remuneration package.
- (iii) Provide adequate pay differentials to compensate for skill and ability, experience, performance and responsibility.
- (iv) Relate pay to performance as a means of promoting positive culture and motivating employees towards higher levels of achievements.
- (v) Provide adequate incentives for increased managerial efficiency, improved accountability and controls.

There will be such salary scales as the Board may from time to time determine. Eligibility for appointment or promotion to any post will be in accordance with the existing schemes of service or career progression guidelines and the company's Terms and Conditions of Service such as performance and integrity records.

4.1 Salary Structure Determination

The Company's Salary Structure shall be scientifically determined and approved by the Board. Where necessary, the services of an expert should be engaged to ensure minimal disparities between the highest and lowest paid employee. The salary levels adopted by various WSPs shall be guided by the ability to pay.

4.4 Payment of Salary

On appointment, an employee will be entitled to a full pay with effect from the date he/she reports on duty. Salaries shall be paid monthly and all earnings and deductions shall be tabulated in a pay slip and on the wage slip for casuals. All employees are expected to operate a bank account and furnish the Human Resources Office with the details. Employees will not over-commit their salaries beyond two thirds (2 /3) of their basic salaries.

4.5 Entry Point

The point of entry in the scale approved for the post shall be the minimum in the salary scale. Enhanced entry point may however be determined on the basis of experience, competence and postgraduate qualifications or any other justification. Such enhanced points shall require approval by the MD who will report to the BoD and must be within the approved salary structure for the respective post.

4.6 Salary Increment

- i. An annual increment shall be awarded to employees at least after one year of service. The effective date of an annual increment shall be from the first anniversary and the subsequent anniversaries going forward as per the salary structure.
- ii. Employees shall be entitled to an annual salary increment based on productivity and performance. When an employee's performance or conduct has not been satisfactory for the period under review his increment may be stopped or deferred

- iii. Annual salary increments will be granted on the first day of the month within the anniversary where date of appointment falls on or before 15th day of the month. Increments for the appointment dates falling after the 15th day of the month shall fall on the first day of the subsequent month.

4.7 Incremental Credits

Incremental credits may be approved to compensate for additional relevant qualifications acquired above the minimum entry requirements. This may be awarded at the rate of two increments for professional certification and postgraduate degree provided the maximum salary point on the salary scale is not exceeded.

4.10 Determination of Salary on Promotion

- i. If the salary of an officer who is promoted/upgraded to a higher job group is two points or more below the minimum of the salary scale attached to the higher job group, he will enter the scale of the higher job group at the minimum point of the scale on the effective date of his promotion /upgrading. His future incremental date will be the following year on the first date of the annual incremental month following the month in which he/she was promoted.
- ii. If on the effective date of promotion/upgrading the officer was already within the higher salary scale but the officer had not attained the maximum point of his current salary scale, the officer will enter the higher salary scale at the point next above his current salary on the effective date of his promotion/upgrading and his next incremental date will be the following year on the 1st date of the incremental month following the month in which he/she was promoted.
- iii. If an officer who is promoted/upgraded to a higher job group has served at the maximum point of his present salary scale for three (3) years and the salary is within the higher grade, the officer will be granted (2) two increments. His future incremental date will be the 1st date of the of the incremental month following the month in which he/she was promoted /upgraded

4.11 Salary Review

The salary scales and levels may be reviewed by the Board on an agreed regularity in line with the tariff period as prescribed by WASREB, say every four years, or specifically on the basis of strenuous national economic circumstances or sudden significant change of the company's fortunes for any possible reason. Such reviews shall be based upon, inter alia:

- i. Cost-of-living adjustments
- ii. Ability of the company to pay, especially long-term projected prospects for the company to sustain new salary levels
- iii. Prevailing market rates based on salary market surveys.

The salary review shall be in line with the approved tariff and subject to concurrence by the regulator

5.0 APPOINTMENTS AND PROMOTION OF STAFF

5.1. Recruitment Policy

The WSP shall subscribe to the doctrine of equal opportunity employer. Recruitment will be undertaken on the basis of fair competition and merit; representation of Kenya's diverse communities; adequate and equal opportunities to all gender, youth, members of all ethnic groups, persons with disabilities and minorities. It is the policy of the company to recruit and retain high qualified staff, with appropriate academic and professional qualifications and experience, and reward them for their efficient productivity. Vacancies in the company shall be filled competitively from the labor market or internally where relevant competencies exist.

5.2 Recruitment Procedure

(a) Recruitment procedure for the Core Management Team (CMT)

The BoD shall declare a vacancy, advertise in a widely circulated newspaper/s, shortlist, interview and select a candidate for the position in accordance with relevant legislations and guidelines governing the process issued by the regulator and relevant government organs from time to time.

(b) Recruitment Procedure for other Staff

- i. Recruitment for the other staff will be carried out by the CMT
- ii. Where a vacancy falls open or it is known that it will occur, the Head of Departments will liaise with the Human Resources office with a view to fill the existing vacancy
- iii. The Human Resources Office will evaluate the vacancy and advise the MD whether the vacancy can be filled from within or externally. In evaluating the vacancy, the human resource office will place an internal advertisement inviting eligible employees to apply for the position.
- iv. Where the vacancy cannot be filled internally applications will be invited by public advertisement in the press
- v. The CMT will shortlist, interview and select suitable candidates for the position
- vi. Former employees of the company may be re-employed depending on the circumstances that prompted their separation with the company. A former employee, who is re-hired, shall be subjected to the same recruitment process as all other applicants. He/she shall be given a new appointment letter, whose terms and conditions shall be fully applicable without regard to any period of former service. However, an employee who abandoned a previous probationary contract shall not be eligible for future employment with the company.
- vii. The recruitment will be carried out in line with the company's approved staff establishment in order to ensure sustainability. Prior approval of the board of directors will be a prerequisite for commencement of this process

5.3 Selection Procedure

- i. In making selection for appointment, preference will be given to qualified and suitable Kenyan citizens. Information concerning a candidate general background and/or previous employment will be verified at this point by the company.
- ii. Appointments in all cases shall be made in accordance with the existing job description and specification of the company for various cadres of staff in their respective fields of appointments. For the purposes of appointment, the schemes of service (career progression guidelines) formulated for the company shall form an integral part of this Policy
- iii. Appointment on contract terms will normally be for a maximum period of five (5) years renewable once or as shall be determined by other relevant government agencies and on satisfactory performance. However, the BoD shall have the right to terminate the contract at any time due to unsatisfactory performance. This will apply to CMT
- iv. Appointment on pensionable terms will apply to the other staff excluding the CMT. However, the BoD shall have the right to terminate the employment at any time due to unsatisfactory performance.

5.4 Canvassing

Canvassing through a member of the BoD, Management, or staff directly or indirectly for any appointment or promotion in the Company shall disqualify the candidate.

5.5 Conflict of Interest

Employment of relatives is discouraged. Where employment of relatives is likely to happen with prior knowledge of a company's director/staff, the concerned director/staff will be required to declare their interest in line with the Public Officers Ethics Act, 2003 to avoid any likely conflict of interest

5.6 Categories of Appointment

There shall be the following main categories of appointments to the services of the company:

- (i) Pensionable
- (ii) Contract
- (iii) Casual
- (iv) Intern

Appointments under any of the above terms shall be subject to satisfactory references and non-discrimination on basis of gender, race or ethnicity, disability, age etc

5.7 Terms of Appointment

Appointments to the company except internship shall be made to fill authorized vacancies within the approved establishments. On first appointment, an employee's terms of service shall be specified in his letter of appointment. In addition, a clear job description and definition of duties and responsibilities shall be furnished to the employee to enable him/her perform his/her duties.

5.8 Appointment on Pensionable Terms of Service

- i. An employee appointed to serve in the company shall serve for 6 months probationary period, which may be extended by the company for not more than six months
- ii. While an employee is serving on probation his appointment may be terminated by either the company or the employee by giving seven days' notice or paying seven days in lieu of notice
- iii. An Officer appointed on probation must be regarded as being on trial with a view to learning his work and being tested as to his suitability for it. It shall be the duty of the Management to ensure that any employee on probation is given adequate opportunity to qualify for confirmation and admission to the company's pensionable establishment
- iv. Recommendation for termination of appointment of an employee serving on probation shall be submitted to the CMT/Board of Directors as appropriate whose decision shall be final
- v. An employee shall be confirmed in writing within 6 months upon satisfactory completion of the probationary period
- vi. An employee shall join the pension scheme as per the rules of the scheme prescribed by the company upon confirmation in appointment
- vii. Pension scheme by the company shall apply the basic salary as the pensionable emoluments (PE) and in compliance with relevant government policy issued from time.

5.9 Appointment on Contract Terms of Service

Appointment on contract terms shall apply to positions which cannot be filled on pensionable terms or where terms of that particular office require that the appointment should be on contract terms of service. Other general conditions for these appointments are that:

- i. Contract appointment shall be offered to meet the needs of specific objectives of the company and shall not exceed the period prescribed in clause 5.3.
- ii. While an employee is serving on contract his appointment may be terminated by either party by giving one month notice or paying one month's basic salary in lieu of notice
- iii. Recommendation for termination of appointment of an employee serving on contract shall be submitted by the Managing Director to the Board of Directors for approval.
- iv. Employees serving on contract terms of service who wish to have their contracts renewed shall tender to MD/BoD as appropriate written requests not more than 6 months and not less than 3 months before the expiry of the contract.

- v. Upon satisfactory completion of each contract term an employee shall be paid a gratuity at the rate of 31% of basic salary drawn during the term of contract
- vi. Unless otherwise stated in the contract, all other terms and conditions of service of the company shall apply to employees on contract.
- vii. On exceptional circumstances the company may engage staff on short term contracts for a period not exceeding 6 months. In such cases gratuity payment will not apply. all other terms and conditions of service of the company shall apply to employees on short term contract.

5.11 Appointment of Interns

Subject to approval by the MD interns may be engaged by the company to gain hands on experience after attaining the requisite academic and professional knowledge. Interns may be paid a stipend as determined by the BoD

5.12 Engagement on Casual Terms of Service

The company may engage casual employees for a period not exceeding 24 hours and shall be paid their wages on daily basis in line with the prevailing minimum wage.

5.13 Letter of Appointment

- a) The letter of appointment to a successful candidate in appointment shall be made in duplicate and shall contain among others the following detail:
 - i. Personal details (Name, address, contact)
 - ii. Job Description
 - iii. Date of appointment
 - iv. The terms of appointment
 - v. The salary scale and amount payable as basic salary including the entry point
 - vi. The house and other allowances payable
 - vii. Annual leave entitlement
 - viii. Medical benefits
 - ix. Place of Work
 - x. Length of notice which the employee is obliged to give and is entitled to receive to terminate his contract of employment
- b) The letter of appointment must be acknowledged by the employee through his/her signature on or before the date of engagement
- c) The letter of appointment shall also advise the new appointee that if the letter of appointment is not accepted within one month, it shall be assumed that the offer has been rejected in which case the next qualified candidate shall be considered for the post or the post will be re-advertised.

5.14 Medical Examination

- i. All candidates on new appointment shall be required to undergo a medical examination by a registered medical officer who must complete a prescribed form

- ii. The purpose of the medical exam shall be to guide deployment of the employee
- iii. The medical examination will be subjected to the prevailing Government regulations and provisions of the labor laws issued from time to time

5.15 Date of Appointment

The date of appointment is the date on which an employee assumes duty.

5.16 Induction

Every employee appointed on pensionable or contract terms shall undergo an induction programme to acquaint himself/herself with the structure and operations of the company before taking up his/her duties. Induction training for new employees will be conducted within three (3) months.

5.17 Placement

After the induction training employees will be placed in their respective departments

5.18 Confirmation in Appointment

Employees serving on probationary terms of service will be confirmed in their appointments and admitted to the pensionable establishment subject to satisfactory completion of a probationary period of six (6) months.

A month before the expiry of the probationary period, the head of department shall submit an evaluation for confirmation in appointment report to the human resource office who shall subject to the Staff Advisory Committee (SAC) advise the MD whether the Employee should be confirmed to the post or the probationary period be extended or terminated.

5.19 Promotion

- i. It shall be the policy of the company to fill all vacancies by promotion of suitable serving employees.
- ii. Consideration for promotion shall be based on qualifications and other requirements for appointment as stipulated in the career progression guidelines
- iii. In case of employees with similar qualifications, proven merit and suitability for the vacancy will be given greater weight than seniority. An elaborate appraisal system will inform promotion decisions by Management subject to approval by the MD/BoD
- iv. In selecting candidates for promotion, regards shall be given to affording adequate and equal opportunities to all gender, youth, members of all ethnic groups, persons with disabilities and minorities
- v. The recommendations made to the MD/BoD for promotion of an employee, shall state whether or not the employee recommended is the most suitable in the directorate/department for promotion

5.20 Separation

- a) A company may separate with the employee through the following ways: retirement, resignation, termination and natural attrition
- b) Upon separation with the company a certificate of service will be issued to an employee. The certificate of service will not be issued in the case of an

employee who has not had a continuous service period of four or more weeks. The certificate of service issued shall contain:

- i. The name of the employer and his postal address
- ii. The name of the employee
- iii. The date when employment of the employee commenced
- iv. The nature and usual place of employment of the employee
- v. The date when employment of the employee ceased, and
- vi. Such other particulars as may be prescribed

5.21 Transfers Within Company

The MD may transfer an officer from one department to another relevant department/work station, at the officer's request or otherwise.

The transfers shall be done with the concurrence of the Head of Department concerned provided that such a transfer does not amount to demotion or substantial change of the officer's letter of appointment.

The transfer shall be communicated in writing indicating the details of the new posting and within the officer's line of skills

5.22 Personal Particulars

On employment an officer shall be required to complete the Personal Particulars Form/staff biodata form which shall include the details of the next of kin. An officer will be required from time to time to notify the Human Resources Office of any change of the name and address of the next of kin for the updating of the records accordingly.

5.23 Wealth Declaration

For WSPs which are publicly owned (e.g. those whose main shareholders are county government, every employee shall be required to declare his income, assets & liabilities as required by the Public Officer Ethics Act, 2003. The company shall adhere to the prescribed financial declarations by ensuring employees submit;

- a. Initial Declaration – this shall be made by a public officer within thirty days of joining service
- b. Every two – year declaration – this shall be made by a public officer every two year while in the service
- c. Final declaration – this shall be made by a public officer within thirty days of leaving service

5.24 Company's Identity Card

The company shall issue all employees with an official employment identity card which should be displayed at all times during official working hours. On separation with the company, the employee shall be required to surrender the identity card to the Human Resources Office

5.25 Redundancy

Where the employment of an employee is to be terminated on account of redundancy the following principles shall apply:

- i. Employees who are non-performers would be the first to be declared redundant.
- ii. Employees who are eligible for early retirement upon attaining the age of 50 years shall be selected next.
- iii. The principle of last-in-first-out shall apply for positions whose experience through length of service adds value to job performance.
- iv. In all cases, redundancy shall be carried taking due cognisance of the provisions of the Labour relations Act 2007 Employment Act 2007
- v. Any leave due to any employee who is declared redundant shall be compensated
- vi. An exit package shall be determined by the tripartite committee (County Government, Board of directors & Trade union/s) on recommendation of the management.

5.26 Handing Over Report

Employees leaving office on secondment or separation shall be required to hand over a comprehensive report under the supervision of the Head of Department. A copy of the report will be handed to the Human Resources Office for record purposes.

5.27 Exit Interviews

The company, when time allows and at the discretion of the departing officer and the company, may conduct exit interviews in order to get useful feedback on the company from the departing officer.

5.28 Clearance Certificate

An employee on separation shall be required to obtain a clearance certificate from the Human Resources Office. In case of death of an employee, the next of kin shall be required to obtain the clearance certificate if necessary (**See Appendix 4 on clearance form**)

Any outstanding liability to the company shall be recovered from the employee's terminal benefits in accordance with the law for the time being in force.

6.0 ALLOWANCES

6.1 Allowances Policy

The company will pay allowances to employees as determined and approved by the Board of directors from time to time and subject to government policy guidelines.

Allowances will take effect upon BoD approved and will not be paid in arrears.

For purposes of this policy manual the company will pay the following remunerative allowances or as shall be provided from time to time: -

6.2 Acting Allowance

Acting Allowance shall be administered as follows: -

- i. Acting allowance is payable when an employee is appointed to perform duties of a higher grade on temporary basis awaiting substantive filling of the position or for the substantive occupant to resume duty.
- ii. The employee so appointed must meet the position requirements in all aspects
- iii. The allowance shall be paid at the rate of 20% of an employee substantive monthly basic salary or as shall be determined from time to time
- iv. Acting allowance is not payable to employees on probation
- v. The minimum qualifying period for acting allowance shall be 30 continuous days.
- vi. The acting allowance will not be payable to an employee for a period of more than six (6) months unless in special circumstances and upon approval by the MD/BoD as appropriate.
- vii. An employee performing duties of a higher post will be entitled to travelling and accommodation allowance and air time privileges of the higher post but not house, leave and commuter allowance
- viii. All acting appointments shall be approved by the BoD/MD as appropriate
- ix. Acting allowance shall not be paid against any post falling within common establishment/support staff

6.3 Special Duty Allowance

- i. Special duty allowance is payable when an employee is appointed to perform duties of a higher grade on temporary basis awaiting substantive filling of the position or for the substantive occupant to resume duty.
- ii. The employee so appointed does not meet the position requirements in all aspects
- iii. The allowance shall be paid at the rate of 15% of an employee substantive monthly basic salary or as shall be determined from time to time
- iv. The allowance is not payable to employees on probation
- v. The allowance will not be payable to an employee for a period of more than six (6) months unless in special circumstances and upon approval by the BoD/MD as appropriate.
- vi. An employee cannot enjoy acting allowance and special duty allowance simultaneously
- vii. An employee performing duties of a higher post will be entitled to travelling and accommodation allowance and air time privileges of the higher post but not house, leave and commuter allowance

- viii. The officer shall not be called upon to perform duties of a post that is more than two grades higher than the officer's substantive grade
- ix. The minimum qualifying period for special duty allowance shall be 30 continuous days
- x. All special duty allowance payments shall be approved by the BoD/MD as appropriate

6.4 House Allowance

Employees are eligible for house allowance applicable to their grades as stipulated in the company's terms and conditions of service as provided by the BoD in line with government policy from time to time.

6.5 Leave Allowance

Employees will be eligible for leave allowance payable once a year. The rate will be determined by the BoD in line with government policy from time to time

6.6 Daily subsistence allowance while on duty in Kenya

An employee who travels outside his duty station and is required to stay overnight and makes his arrangements for boarding and lodging shall be paid a non-accountable subsistence allowance. The rate of the allowance will be determined by the BoD in line with the government policy issued from time to time.

If an employee is travelling outside his duty station but is not required to spend the night out, the officer will be entitled to a meal allowance as provided in the relevant government guidelines.

6.7 Subsistence Allowance when Travelling Outside Kenya

Subsistence allowance will be paid to an employee who is travelling outside Kenya on official duty in accordance with the rates approved by BoD in line with the government policy issued from time to time.

When an employee is travelling and boarding and lodging expenses are met in full by the company or any other organization, a residual allowance of up to ¼ of the standard rate of subsistence allowance may be paid to cover incidental expenses.

6.8 Meals Allowance

Meal allowance is payable in instances where an employee is on official duties outside his/her station. The allowance will only be paid to employees who are travelling on duty within the country but are not required to spend a night away from the permanent duty station. The allowance will not be paid alongside daily subsistence allowance but will be paid on the return from a journey outside the duty station. Meal allowance shall be paid at the rate approved by the BoD in line with government policy issued from time to time.

6.9 Mileage Allowance

An employee who is authorized by the BoD/MD as appropriate to use his/her motor vehicle/motor cycle to perform the duties of the company may claim the above allowance in accordance to the prevailing AA rates.

6.10 Transport/Commuter Allowance

This allowance shall be paid monthly to employees for commuting between the office and the house as approved by the BoD in line with government policy issued from time to time. Where an officer is provided with an official vehicle this allowance will not apply

6.12 Overtime Allowance

An employee on a supervisory grade and above will not qualify for overtime allowance since staff members in this category are normally called upon to perform duties of a supervisory nature and this factor is taken into account in determining their rate of remuneration. The overtime rate shall be as determined by the BoD in line with the provisions of the employment Act and government policy issued from time to time.

6.13 Provision for telephone/communication facilities

Employees will be eligible for air time allowance at the rates as shall be approved by the BoD from time to time

6.14 Other allowances

The company may pay other allowances to different categories of employees in various circumstances. Such allowances shall be determined by the BoD in line with the government policy issued from time to time.

7.0 ADVANCES AND LOANS

7.1 Salary Advance

An advance of one (1) month basic salary may be granted by the MD when an employee owing to circumstances beyond his/her control, is placed in a difficult financial position requiring assistance from the company.

- i. Advances of salary may be made to an employee of the pensionable establishment or to an employee serving on contract terms
- ii. The advance will be granted only when an employee has no other outstanding salary advance
- iii. Recovery of salary advance shall be effected by payments in installments within a period of twelve (12) months. **(See appendix 5 on Salary Advance form)**
- iv. In respect of an officer who is due to leave the service before 12 months the advance must be fully recovered in equal installments within the remaining period of service
- v. The MD may grant an advance of not more than 2 months basic salary in situations similar to paragraph one if he/she is satisfied that the officer needs assistance in excess of one-month salary advance.

7.2 Salary in Advance

Under special circumstances an employee may be paid his/her salary for the month in advance with the approval of the MD. This arrangement does not constitute a salary advance because it's recoverable in full by end of the month.

7.3 Loan for the Purchase of Motor Vehicle

The company may establish a car loan scheme on such terms as the BoD determine in line with the government policy issued from time to time

7.4 Mortgage Scheme for Staff

The company may establish a mortgage scheme on such terms as the BoD determine in line with the government policy issued from time to time.

9.0 TRAINING

9.1 Training Policy

The company recognizes the importance of training and development of the employees. It is therefore the company's obligation to offer training opportunities to all the staff in order to improve on their work performance and personal development. More particularly, the training and development of the company staff shall be directed towards achieving the following objectives: -

- i. Enhance the organizational performance of the company by helping all employees to improve on their efficiency and effectiveness
- ii. Assist each employee to gain competence and skills in preparation for more responsible positions within the company and to help each employee to prepare for change as the company develops to meet changing needs
- iii. Ensure that sufficient trained Human Resource is available to meet the company's requirements in future by identifying those requirements and providing appropriate training and development opportunities to all the staff
- iv. Attain staff development needs by ensuring all employees are eligible to at least five (5) days of training in every financial year
- v. Provide equitable opportunities for training and development at all levels.

9.2 Training Plan

The Human Resource office will be responsible for co-ordination of the company's annual training programme. The head of human resource will work closely with heads of departments in performing the following functions:

- i. Identifying both departmental and institutional training needs
- ii. Assessing training applications
- iii. Nominating trainees for various courses
- iv. Considering training projections and analyzing training needs and setting up a hierarchy of priorities within the training projections
- v. Assessment of available scholarship awards and optimum utilization of training resources

9.3 Sponsorship for Training

- (i) The company may offer sponsorship where it is in accordance with the training policy of the company and core mandate
- (ii) The company sponsorship may cover both local and foreign training
- (iii) The company will make a provision for Staff Training and Development in its annual budget
- (iv) Subject to availability of training resources, the company will encourage its employees to acquire relevant skills and professional qualifications
- (v) All cadres of staff serving on Pensionable and contracts exceeding one year will be eligible for sponsorship provided they have rendered satisfactory service for a minimum period of not less than twelve months. Employees shall not be awarded sponsorship for first degree courses
- (vi) The Human resource function shall implement the training plan in accordance with the company's training plan as determined from time to time

9.4 Training Needs Assessment

- i. Training programmes implemented by the company shall be based on comprehensive Training Needs Assessments (TNA) to be conducted annually

or as need arises. The aim is to identify performance gaps determine their causes and recommend the appropriate interventions.

- ii. The aim is to identify the training gaps and courses for possible intervention
- iii. The employees and their supervisors guided by the company's strategic objectives and the performance appraisal system shall identify the training gaps and relevant programmes prioritized.

9.5 Nomination and Selection of Trainees

- i. Nomination and selection for individual and group training shall be based on prioritized training programmes.
- ii. On recommendation from the human resource office and with the advice of the staff advisory committee the MD shall authorize the training for various programmes

9.6 Structured Training

Employees may undertake the following training programmes at different levels within their careers:

1. Competency-Based Training

- i. The company will entrench competency-based training and assessment for enhanced productivity and performance improvement. The company will base the training activities on the Competency Framework.
- ii. The company will base the training programmes on the training gaps identified during the TNA process

2. Certificate/Diploma

The company may sponsor employees for this level where performance improvement and career progression is required.

3. Undergraduate Programmes

Serving officers are encouraged to undertake relevant undergraduate studies under self-development. This program shall not be sponsored by the company

4. Masters Programmes

The company will support training at Master's level for employees requiring the skills as prescribed in the respective career progression guidelines.

5. Professional Development

The company will establish mechanisms for supporting employees especially where the career guidelines require them to be registered by a professional body. Individual employees shall be expected to take initiatives for their professional development.

6. Other Training Programmes

- i. **Pre-retirement-** The company may support employees for pre-retirement training programmes.
- ii. **Talent Management-** The company will develop a mechanism for identifying, harnessing, recognizing,

developing, nurturing and retaining talented staff in the service.

- iii. **Any other relevant training programme/s-** The may sponsor employees for any other relevant training programme as they deem fit

9.7 Training Levy

The company will comply with the relevant government guidelines on the training levy

9.8 Appeals on Training

Where an employee is dissatisfied with a decision on award of training opportunities he/she may appeal to the MD for review

9.9 Skills Inventory

- i. The company will develop, update, analyze and maintain the skills inventories for all their staff as part of HRM IS and share with key stakeholders if required to do so.
- ii. The analysis will establish the type and level of skills available, existing skills gaps and recommend appropriate interventions.

9.10 Conditions Applicable to Employees Attending Training Courses

- i. An employee attending a course shall be eligible for payment of salary subject to government guidelines
- ii. An employee will be deemed to be on duty and may be subjected to disciplinary measures as provided for in this Human Resources Policy Manual
- iii. Employees attending long courses locally are required to resume duty during the term holiday. However, this condition does not apply to employees attending long courses abroad
- iv. The company shall require employees to submit progress reports on sponsored examinable courses. An officer on an approved training shall be expected to successfully complete the programme within the stipulated period, submit a training report and a copy of the certificate
- v. An officer, who fails to complete a training programme without valid reason, shall be required to refund the cost of the training
- vi. An officer who fails to complete an approved training programme within the stipulated period and/or repeats the programme shall undertake the course at his/her own time and cost
- vii. The employee shall resume duty immediately upon expiry of the course period. Where the employee is unable to complete the course within the approved period he/she may seek an extension from the Board
- viii. The company will bond employees undertaking sponsored courses lasting one year and above for full time sponsored employees and six months and above for part-time sponsored employees as per government guidelines issued from time to time
- ix. The company may require an employee to refund any sums of money expended on him/her where through his/her unsatisfactory conduct and/or

indiscipline he/she is unable to successfully complete the training programme.

9.11 Training Expenses

The company will meet the following expenses incurred by an employee while on Training: -

- i. Pre-departure medical examination, vaccination, inoculation fees and visa fees
- ii. Return air ticket and airport taxes if any
- iii. All course fees including registration, admission, tuition, hostel, examination, academic dress, instruments or apparatus and other similar fees and compulsory subscriptions as demanded by the institution
- iv. All necessary transport and travelling expenses to and from the venue
- v. Appropriate clothing in extreme climate up to Kshs 20,000 or as shall be determined by the BoD from time to time

9.12 Training Grants

An employee, who on his own initiative and time undertakes a course relevant to his duties at a recognized institution shall be reimbursed 50% of the tuition and examination fees, provided that:

- i. The course is directly related to the nature of his substantive post or the post he may occupy on completion of the course
- ii. The course shall improve the employee's work performance and also enhance his potential for additional responsibilities
- iii. The officer has progressively provided proof of completion of different stages of the course registered for and on production of a certificate upon completion

9.13 Conferences and Seminars

The company may sponsor employees attending conferences, seminars, retreats, workshops and tours, both locally and abroad.

9.14 Service Bond conditions for training sponsorship

- i. An employee sponsored for a course of one year (1) or above, whether abroad or in a local institution, shall be required to sign a service bond prior to leaving for the course.
- ii. The amount of bond shall be equal to the total cost of the training and such expenses as would be incurred on the employee by the company such as tuition fees, book allowances and related expenses during the period of training.
- iii. The employee shall be required to serve the company for the period equivalent to the duration of the course
- iv. In case of default over the service bond legal action shall be taken against the defaulting employee to recover the bond amount outstanding.
- v. Service bond conditions shall be subject to government guidelines issued from time to time
- vi. The above provisions shall apply for both full time and part time training sponsorship

9.15 Training Impact Assessment (TIA)

- (i) Training impact assessment evaluates the effectiveness and relevance of a training programme in terms of content, application, adaptability and the behavior change of the trainee on the job and in the work environment. This can be measured by comparing the performance of employees before and after the various trainings programmes

- (ii) Training Impact Assessment shall be entrenched in the company and will be under taken within twelve months following completion of the training programme.

9.16 Knowledge Management

The company will develop and implement a comprehensive Knowledge management policy

10.0 LEAVE

The company shall grant her employees various types of leave as provided in this policy manual

10.1 Categories of Leave

For the purpose of leave administration, leave will normally fall under the following categories:

i. Annual Leave

- a) Annual leave will be granted subject to the exigencies of work for recuperative purposes to enable an employee renew his energies and improve efficiency.
- b) Annual leave will not be commuted for cash except under exceptional circumstances subject to the approval of the BoD/MD as appropriate.
- c) An employee may be recalled from leave on exigency of service. In this case he/she will be entitled to the cost of travelling at AA rates or reimbursed as applicable.
- d) An employee will be eligible for annual leave at the commencement of a "leave year" except in the case of a newly appointed officer who will be required to complete the probation period.
- e) The leave entitlement for this category is not less than 21 days for all employees except for staff on short term contracts.
- f) Leave earned shall be taken within the leave year or forfeited. However, an employee may carry forward from one leave year to another not more than one-half of his annual leave entitlement.
- g) In exceptional circumstances deferment of annual leave from one leave year to another may be granted by the BoD/MD.

ii. Unpaid Leave

- a) Unpaid leave may be granted to an employee with the prior approval of the BoD/MD, on grounds of urgent private affairs in proven cases of exceptional hardship or on compassionate grounds. Such leave should not normally exceed thirty (30) days. Otherwise, the employee will be expected to resign from the service of the company.
- b) For an employee to qualify for unpaid leave, he will be required to have served for at least a minimum of one (1) year or in exceptional circumstances as the company may determine.
- c) No employment benefits will accrue to employees on unpaid leave

iii. Special Leave

- a) The company may grant special leave to an employee selected to represent Kenya in national, regional or international events.
- b) Employment benefits will accrue to employees on special leave.

iv. Maternity Leave

- a) The company shall grant female employees maternity leave with full salary.
- b) The employee will be entitled a maximum period of ninety (90) days including weekends and public holidays.

v. Paternity Leave

- a) The company shall grant male employees paternity leave with full salary.
- b) Paternity leave shall not exceed an aggregate of two weeks in any one year. The leave may be taken at once or in a manner and on dates convenient to the employer and the employee
- c) An application for paternity leave shall be accompanied by sufficient evidence of the birth of the child in respect of whom the application is made

vi. Leave Pending Retirement

- a) An employee who is due for retirement will be entitled to (30) calendar days leave pending retirement in addition to his/her annual leave.
- b) This leave will not be commuted for cash.

vii. Leave of Absence

- a) The company may grant Leave of absence on exceptional circumstances. In such circumstances, the company shall have absolute discretion to accept or reject an application for leave of absence.
- b) The leave of absence shall not exceed 3 years.
- c) No Employment benefits will accrue to employees on leave of absence

viii. Compassionate leave

- a) The company may grant an employee compassionate leave of up to five (5) working days within the year.
- b) The leave will be granted under exceptional circumstances that may include attending a funeral, serious illness or hospitalization of a nuclear family member, or emergency cases such as court attendance, or any other exigency of similar nature.
- c) In granting this leave, the BoD/MD will take into account the frequency of such absence by the employee and its effect on his duties.
- d) The employee requesting for compassionate leave shall furnish his immediate supervisor with sufficient and acceptable proof or documentary evidence in support of his request.

ix. Sick Leave/Convalescent Leave

- a) The company will grant Sick leave/Convalescent leave as an approved absence from duty on account of illness.

- b) A medical certificate from a certified medical practitioner must be produced in every case of sick leave/Convalescent leave.
- c) An Employee serving on pensionable terms of service or contractual term exceeding one year shall be granted sick leave up to three (3) months on full pay, followed by three (3) months on half pay in a leave year, while those on probationary or short-term contracts of service shall be granted one month on full pay, followed by one month on half pay in a leave year.
- d) In case of continued period of ill health beyond six (6) months, the BoD/MD shall initiate a medical board to examine the employee to determine his/her fitness to continue in employment of the company.

x. Study leave

The company may grant study leave without pay to an employee upon application, subject to the following terms and conditions:

- a) The employee should have served the company continuously for at least two (2) years
- b) The performance and conduct of the employee should have been consistently satisfactory
- c) The unpaid study leave will not exceed thirty six (36) months
- d) The course of study should be relevant to the employee's work, and the employee will meet the costs of the course
- e) The employee shall immediately resume duty upon expiry of the unpaid study leave
- f) No employment benefits will accrue on unpaid study leave
- g) Employment benefits will accrue for paid study leave

xi. Examination Leave

- a) The company may grant an employee on Part time study examination leave.
- b) This leave shall not exceed ten (10) working days and will be premised on the examination schedule/s

10.2 Public Holidays

Employees shall be entitled to public holidays provided for in law and as gazette by the government from time to time.

10.3 Absence from Duty without leave

- a) An employee who absents himself/herself from duty without leave for a period exceeding twenty-four (24) hours commits an offence.
- b) If the employee is not traced within a period of ten (10) days from the commencement of such absence, the company will commence termination process and stop the employee salary

10.4 Employment during Annual leave

- a) Employees are not allowed to be employed by another employer when they are on leave.
- b) Except with prior permission from the company, an employee on leave is prohibited from getting involved in activities which would divide his attention to duty when he returns to his normal work, or which would compromise his

loyalty to the company, or which are in direct conflict with his obligation to his employer.

10.5 Leave Records

- a) The Human Resources office will maintain all leave records in employees' personal files or in the automated leave management system.
- b) Employee leave records will be retained for a period of seven years from date of separation or as shall be provided by the law from time to time

10.6 Application for Leave

- a) Employees shall submit their leave applications on the appropriate form to the approving officer through the respective supervisor.
- b) The MD shall submit his/her own application for leave to the Chairperson of the Board with a copy to the County Executive Committee Member (CECM) in charge of water affairs. **(See appendices 6&7 on leave application form).**

11.0 STAFF PERFORMANCE APPRAISAL

The company will support the improvement of employee Performance through effective and efficient performance management.

11.1 Philosophy of the company on Performance Management

Performance Management is a continuous regular and systematic evaluation of the employees' output (performance) in order to determine how well the employees are in meeting set targets (goals) and is used for assessing the employee's training needs and potential for allocation of higher responsibilities and career advancement. Through this the company will translate the business strategy into individual and departmental performance targets to ensure employees are able to contribute accordingly. The company shall provide an enabling environment for the employees to achieve the desired results.

11.2 Objectives of Performance Management

The general objective of performance management is translation of the company's strategic plan and corporate strategy into individual / team and departmental performance targets and competencies to ensure employees are able to achieve the company mandate in an efficient and effective manner. Each department shall develop annual work plans which will be derived from the strategic plan and the annual performance contract. The departmental plans shall then be used to develop individual annual work plan by each employee.

The specific objectives are:

- i. Link company's performance with its Strategic Plan and performance contract
- ii. Link individual employee performance with company Strategic Plan and Performance contract by ensuring each employee and supervisor agree and set appropriate and measurable targets
- iii. Provide a balanced approach to measuring and assessing performance results and competencies in order to develop on core competencies that reflect values and skills necessary for individual and business success
- iv. To ensure that employee performance that does not meet expectation is addressed through performance coaching and feedback
- v. Promote accountability in the company and enhance employee empowerment
- vi. Set the basis on which an employee's performance is monitored, measured, evaluated and feedback given
- vii. Determine training needs and evaluate training effectiveness for staff training and development purposes
- viii. Link Performance Appraisal to performance evaluation results
- ix. Improve Productivity
- x. To provide framework for reward and sanctions
- xi. Any other relevant need that may arise from time to time

11.3 Scope of Performance Management

Performance Management shall be implemented at three levels as follows:

- a. Corporate Performance supported by the Strategic Plan and the annual performance contract obligations.
- b. Functional performance supported by departmental annual plan
- c. Individual performance supported by individual work plans
- d. The employee performance reviews will be conducted annually

11.4 Performance Management Process

The company will undertake systematic measures to ensure that Performance Management culture is embedded in all the operations. It is the responsibility of the respective supervisor to ensure that each employee understands how their performance will be measured and tracked. The following measures shall be undertaken;

- a. Performance planning (definition of job responsibilities, setting performance and behavior expectations/targets, goal or objective setting at the beginning of the period)
- b. Performance monitoring (feedback, coaching, mentoring and development to help employee understand and achieve set targets)
- c. Performance review (formal performance appraisal at the end of the period to track and assess individual, functional and corporate performance)
- d. Human Resource Management action as necessary (reward, training, discipline, transfer, promotion among others)

11.5 Staff Performance appraisal methodology

The company may adopt any or a combination of the following appraisal techniques:

- a) Supervisor – employee review
- b) Supervisor's review
- c) Peer review
- d) 360 degree review
- e) Balanced scorecard

Staff and supervisors will be sensitized on how to effectively use the performance appraisal tool (**See Appendix 8 on staff performance review form**)

11.6 General Guidelines for Supervisors and management in Managing Performance

If an employee performance is found unsatisfactory Supervisors and management may follow these guidelines: -

- a. Establish that the employee's performance is below standards set
- b. Check that the performance standards are realistic and known to the employee
- c. Detail the performance problems, giving specific examples wherever possible using prescribed form
- d. Give employees the chance to explain poor performance and check out the reasons given
- e. Consider whether any external factors, outside the employee's control, are affecting performance
- f. Try to get to the bottom of when the performance dropped and why, consider the possibility of personal problems etc. being behind the issue
- g. Encourage the employee to be open so that you can provide help and support where necessary
- h. Suggest how improvements can be made
- i. Consider if there is anything that can be done to support, help, encourage the employee e.g. Training, extra supervision, mentoring etc
- j. Try to get some commitment to improve from the employee and identify what they are going to do themselves to try and meet the standards
- k. Agree and appropriate review period. Monthly reviews are preferred

- l. Spell out to the employee very clearly the consequences of failing to meet the agreed standards during the review period
- m. Keep a note of dates of any discussions regarding the performance, and confirm their content and outcome in writing to the employee
- n. Clarify who is to undertake the respective actions i.e. employee, supervisor, Manager

However, continued none performance will be treated as stipulated in the disciplinary procedures.

11.7 Performance Targets

- a) The company's departments will develop their performance targets at the beginning of each year derived from the corporate strategic plan.
- b) The targets will be cascaded to all staff in the respective departments

11.8 Annual Work Plans

- a) Each department will develop an annual work plan indicating the details on the implementation of activities timing, resource requirements and officers responsible.
- b) The individual work plans shall be derived from the departments work plan.

11.9 Signing of Performance Agreements

Each employee will sign a performance agreement with respective supervisor based on the individual work plan with clear performance targets.

11.10 Assessment Procedure

- a) Employees will carry out a self-performance assessment.
- b) The employee will jointly review the self-assessment with their respective Supervisor, agree on the ratings and sign off
- c) The assessment report will be submitted to the head of department for comments and onward submission to the human resource office
- d) The human resource office will compile a summary report for onward submission to the CMT/staff advisory committee for action as appropriate
- e) The human resource office will communicate the CMT/staff advisory recommendations/decision to the respective employee with a copy to the respective head of department

11.11 Handling of Appeals

- a) Employees who are dissatisfied with the final results of the performance appraisal may launch an appeal to the MD/BoD for review as appropriate
- b) The MD/BoD upon receipt of the appeal will convene the staff advisory committee/board committee to review the appeal and make subsequent recommendation/s.
- c) The MD/BoD will consider the recommendation/s on review and make an appropriate determination on the case
- d) If the employee is unsatisfied with the review decision, he/she may make a further appeal to the BoD

- e) All appeals shall be submitted within two weeks after receipt of feedback on performance appraisal.

11.12 Performance Related Records

After the performance management process is complete, all performance appraisal records shall be filed in the employees' Personal file.

11.13 Outstanding Performance and Innovativeness

The company will be committed to rewarding outstanding performance and innovativeness.

11.14 Employee Reward and Recognition System

The company may establish a rewards and sanctions policy in line with the public service framework to recognize honor, reward and celebrate staffs who are exemplary performers and administering sanctions for poor performance.

12.0 CODE OF CONDUCT AND ETHICS

12.1 Philosophy of the Code of Conduct and Ethics

The company has laid down obligations and rules of conduct in order to guide activities and conduct of its employees. The conduct of employees shall be governed by the written rules and regulations which every employee shall be expected to observe during his/her tenure of service. Employees will also be required to read and sign this code.

12.2 Introduction

The Code of Conduct and Ethics for the company focuses on ethical conduct and integrity at the workplace. It defines the company's commitment to the highest standards of behavior so as to contribute to the achievement of the organizational goals and National development goals.

The Code sets out expectations for individual behavior necessary to meet these standards and includes requirements and guidance to help you to carry out your role with integrity and in compliance with the law.

The Code cannot cover everything; it is therefore essential that employees understand applicable laws and detailed policies that are relevant to their role. The Code will also not be used as a substitute for the good judgment expected of the employees working for the company.

12.3 Objective

By exemplifying the ethical behaviors and corporate values described in the Code, the company will continue to uphold Article 10 of the Constitution of Kenya on National Values and Principles of Governance and Chapter six (6) on Leadership and Integrity.

12.4 Application

This Code shall apply to board of directors, management and staff of the company during and in some part after their respective tenure of office. For avoidance of doubt upon the expiration of their respective tenures, BoD, management or staff shall continue to observe a conduct that complies with the provisions on separation from the company provided in this Code of Conduct. Adherence to the values in this Code is a condition of continued employment and appointment in the company.

A breach of this Code will result in disciplinary measures being taken, including separation from the company.

12.5 Reference to the relevant law

The company shall;

- i. adopt the provisions of the Public Officer Ethics Act, 2003
- i. sensitize the BoD, Management and staff on the provisions of the code and administer the commitment forms for signing (the Public Service code of conduct and ethics, 2016)
- ii. ensure compliance to the provisions of the code

13.0 DISCIPLINARY PROCEDURES

13.1 General Policy Statement

The company is charged with an important public duty, and its performance must remain satisfactory and efficient to the public. Such service is not possible without employees who are self-disciplined, of exemplary conduct and integrity. In this respect, every employee shall abide by the provisions of this manual, and particularly as amplified in this section. Disciplinary control of the staff is vested in the Board of Directors and the MD.

13.2 Discipline and Conduct

It is the responsibility of every employee to ensure at all times that his work and conduct is maintained at the standard required by the company. It is also the company's responsibility to keep every employee regularly informed of his effectiveness or shortcomings in work performance and conduct. This responsibility must be vigilantly exercised by the Supervising Officers at every level. The observance of the company's rules and regulations cannot, therefore, be over-emphasized. Appropriate disciplinary action will be taken for breach of discipline.

13.3 Staff Counselling

Staff counseling services will be provided at the place of work to alleviate problems which may have adverse impact on the employee's performance. Heads of departments and supervisors will be expected to counsel staff under them and will therefore be trained on counseling skills. Peer counseling is also considered effective and will be encouraged because employees feel free to seek assistance from their colleagues.

The human resource office will co-ordinate all counseling matters and refer more complicated cases to professional counselors.

13.4 Administration of Discipline

The company shall practice fairness in effecting disciplinary action against employees. Heads of departments and supervisors entrusted with administration of discipline will therefore be expected to exercise fairness in the execution of discipline. Employees who feel dissatisfied with the disciplinary measures instituted against them have the right to appeal to the higher authority in line with the set out disciplinary and grievance procedures.

13.5 Description of Offences

There are three types of offences: minor, major and gross misconduct. Each offence will be dealt with as specified in these procedures.

a) Minor offence/misconduct:

If the offence is not liable to summary dismissal as per the Provisions of the Employment Act 2007, the Functional Head will take appropriate action in consultation with human resource office; Punishment for minor offences ranges from caution to warning (oral or written). Examples of minor offences include, but are not limited to, the following:

- i. Continued lateness to work
- ii. Idling and loitering during working hours
- iii. Avoiding work on account of feigned sickness
- iv. Misuse of company telephone

- v. Causing unnecessary commotion in the company's premises, client organizations or in public places
- vi. Spreading or contributing to the spread of injurious information in a manner suggestive of rumour peddling with intent to cause malice to colleagues who may not be present to defend themselves

b) Major Offences

Punishment for major offences ranges from severe reprimand to dismissal/termination of employment. Examples of major offences include, but are not limited to the following; -

- i. Absence from work for a period of ten (10) days and more without permission or acceptable excuse
- ii. Entering into paid/unpaid employment/occupations which in the view of the management may not be in the company's interest
- iii. Failure to obtain approval in writing before providing professional assistance in a private capacity
- iv. Repetition of major offences
- v. Willful neglect to perform official duties or to carelessly and improperly perform any work which is in one's line of duty
- vi. Insubordination
- vii. Willful misuse/damage of the company's property
- viii. Physical violence on self or other employees
- ix. Soliciting, giving or accepting bribes or commissions. This includes accepting gifts from suppliers. If an employee is given a gift by a supplier, irrespective of whether the gift is as a result of orders awarded, such gifts whether in cash or other forms must be declared to the company. It will be considered as a bribe or a 'kickback' if an employee fails to declare such presents
- x. Misappropriation and theft of the company's property. Theft in this regard also includes colluding with other staff or with suppliers of goods and services to secure individual monetary or material rewards, payment "kickbacks", gifts connected to any financial or material transaction between the Board and suppliers
- xi. Fraud and obtaining money by false pretense
- xii. Writing or publishing any official information which has not been cleared for publication by the company
- xiii. Misuse of information of confidential nature
- xiv. Any offence by an employee that would be deemed to jeopardize the company and the public
- xv. Use of abusive language or behaviour deemed inappropriate to both the company and the public
- xvi. Pecuniary embarrassment to the extent that it affects employee's performance
- xvii. Being under the influence of alcohol or harmful drugs during working hours to the extent of rendering oneself incapable of discharging one's duties effectively and efficiently
- xviii. Criminal offences in cases where a member of staff is charged in a court of law
- xix. Sexual harassment
- xx. Confirmed assessments of below expected performance in the subsequent review year
- xxi. Gross incivility towards a customer

- xxii. Any objectionable, insulting, threatening language or behavior towards a member of staff.
- xxiii. Improper disclosure of information about the affairs of the company to any unauthorized person
- xxiv. Misuse of stores, equipment, or other company property and items
- xxv. Dishonesty
- xxvi. Discreditable conduct of duty which may bring the Board into disrepute
- xxvii. Deliberate mis posting of payments
- xxviii. Irregular awarding of tenders
- xxix. Tampering with official mails
- xxx. Misappropriation of official funds
- xxxi. Gross negligence of duty resulting in loss of the company property or funds
- xxxii. Conspiring with customers to defraud or compromise the interest of the Board
- xxxiii. Trading/hawking in official premises - It is forbidden for employees to sell foodstuffs, clothing or other items in the company offices
- xxxiv. Misuse of company vehicles by carrying unauthorized personnel, driving without valid driving license, and Using organization vehicle without authorization

c) Gross misconduct:

All offences considered liable to summary dismissal as per the provisions of the Employment Act 2007, the head of department/supervisor will refer the case to the human resource office for further deliberation by the Staff Advisory Committee and appropriate recommendation to the MD. It constitutes but not limited to the following: -

- i. Willfully Neglecting, to perform any work which his duty is to perform or carelessly or improperly performing any work which from its nature was his duty to perform
- ii. Disregards or without sufficient reason fails to comply with an order, regulation, standing order of or departmental/Unit instruction
- iii. Incapacitates himself for the performance of any of his duties by indulgence in any stimulant, alcoholic drink or intoxication drugs such as heroin, cocaine, marijuana, cannabis sativa, etc
- iv. Engages in business conflicting with the company's business or engages in any personal business within or outside the company during working hours
- v. Improperly discloses any information regarding the affairs of the company to any unauthorized person
- vi. Is convicted by a court of law for any criminal offence or any offence that is likely to bring the company into disrepute
- vii. Commits acts of dishonesty at work including soliciting or accepting bribes
- viii. Uses abusive or insulting language or behaves in a manner insulting, to his employer or person placed in authority over him
- ix. Is arrested for a cognizable offence punishable by imprisonment and is not within fourteen days either released on bail or on bond or otherwise lawfully set at liberty
- x. Knowingly fails or refuses to obey a lawful and proper command which is within the scope of his duty to obey, issued by the employer or a person placed in authority over him by his employer.
- xi. Any other offence as may be determined

13.6 Sexual Harassment

a) Statement prohibiting sexual Harassment

Every employee is entitled to employment that is free of sexual harassment. An employee shall not sexually harass a member of the public or a fellow employee. The company shall take necessary steps to ensure that no employee is subjected to sexual harassment. Appropriate disciplinary measures will be taken against any person who subjects any employee to sexual harassment.

b) Definition of sexual Harassment

Sexual harassment includes doing any of the following by the BoD, management or staff;

- Directly or indirectly requests a member of BoD, management or staff for sexual intercourse, sexual contact or any other form of sexual activity that contains an implied or express- promise of preferential treatment; threat of detrimental treatment in employment; threat about the present or future employment status of a member of BoD, management or staff
- Uses language whether written or spoken of a sexual nature
- Uses visual material of a sexual nature
- Shows physical behavior of a sexual nature which directly or indirectly subjects a member of BoD, management or staff to behavior that is unwelcome or offensive to that member of BoD, management or staff and that by its nature has a detrimental effect on the a member of BoD, management or staff employment, job performance or job satisfaction
- Making intentional or careless physical contact that is sexual in nature
- Making gestures, noise, jokes or comments including innuendos, regarding another person's sexuality

c) Complaint procedure

Complaints of sexual harassment may be brought to the attention of the company through appropriate communication channels stipulated in this policy

d) Investigation procedure

The company will not disclose the name of the complainant or circumstances related to the complaint to any person except where disclosure is necessary for the purpose of investigating the complaint or taking disciplinary measures in relation to the case.

e) Sanction provision

The company prohibits sexual harassment at workplace and classifies this as a major offence in this policy whose punishment is summary dismissal/termination of employment contract.

f) Statement on protection against retaliation

The company shall not retaliate, stigmatize or take punitive employment actions against a member of BoD, management or staff for submitting a complaint pursuant to this Policy, for disclosing his or her status as a Victim, or for acts of sexual harassment against such a member of BoD, management or staff that occur in or have an impact on the workplace. This shall not preclude the company from taking adverse action against a member of BoD, management and staff who perpetrates sexual harassment.

g) Statement on the employer's responsibility

The procedures set out in this policy will apply to the extent possible and the company responsibility includes but not limited to the following: -

- Provision of Policy on sexual harassment to a member of BoD, management and staff
- Duty of action for policy violations
- Duty to create appropriate environment that prevents sexual harassment at the workplace and take appropriate measures for this purpose

h) Penalties

The company is not liable for a member of BoD, management and staff criminal misconduct thus provisions of the Sexual Offences Act, 2006 will apply in dealing with the harasser.

13.7 Disciplinary Measures

The company may undertake in response to an employee's breach of rules and regulations, any of the following punishments: -

- a. Reprimand
- b. Surcharge/Recovery of the cost or part of the cost of any damage/loss of property
- c. Retirement in the public interest
- d. Summary Dismissal
- e. Termination of Employment
- f. Deferment, withholding or stoppage of salary increment
- g. Reduction in rank or seniority
- h. Interdiction
- i. Suspension
- j. Any other punishment as may be determined by the company

13.8 Degrees of Offences and Misconduct

The following are cognizable degrees of offences and misconduct: -

- a. Breach of all or any of this Regulation will constitute an offence against the company and a duly authorized officer/s shall act in a manner depending on the degree of breach thereto
- b. In determining the degree of the offence committed, the immediate supervisor will assess its seriousness and the extent to which it infringes upon the regulations and rules of the Authority, Minor breaches of the rules whilst they appear harmless when taken at face value, shall not be allowed to accumulate. Major or serious offences on the other hand, are those which one or more of the following punishments may be meted out to an employee as provided in this policy

13.9 Disciplinary Procedures

Depending on the seriousness of the offences committed, it will be incumbent upon all those persons in the company charged with responsibility of supervising the work of others, to familiarize themselves with the due process of disciplining employees who fail to meet the required standards of work or conduct. In this regard, all such cases shall be treated fairly and justly, and the employee given a fair hearing to charges brought against them. Disciplinary cases will be dealt with promptly and finalized within a period of six (6) months

The supervisor shall therefore employ the following approach when dealing with a case of discipline: -

- a. Conduct a preliminary investigation to establish the cause of unsatisfactory conduct
- b. Conduct a discussion/counseling session to establish the reasons behind the undesirable behavior in question
- c. Issue a verbal/written caution or reprimand
- d. Recommend to the human resource office through the established channels, cases warranting the issuance of warning letters or other higher penalties

a. Preliminary investigation:

When an employee is deemed to have committed an offence in terms of the provisions of these regulations, his immediate supervisor shall institute an investigation, taking into account whether the employee is a habitual offender or a first-time offender, or whether there were extenuating circumstances that occasioned the commission of such an offence. In all cases the supervisor shall desist from taking a hasty action not based on the true facts of the case.

b. Discussion/counseling session:

Here the supervisor's main objective of the discussion with the employee, who has breached the rules, is to help him improve on the noted undesirable conduct or meeting the established job standards. The supervisor shall in such cases refrain from use of abusive, scolding or intemperate language. If the discussion/counseling is not enough to change the attitude and behavior of the employee, the supervisor shall necessarily have to resort to the next step.

c. Caution and reprimand by Supervisor:

When an employee has failed to respond positively to the discussion/counseling, then a verbal/written caution, or reprimand, shall be issued by the immediate supervisor. This shall be conveyed to the employee in a manner and tone that is firm but positive. This verbal caution is a valid disciplinary action. However, depending on the supervisor's assessment of the case, he may issue a written caution or reprimand, which though for local use, may be used for future disciplinary cases requiring submission to a higher authority.

d). counseling session by Human resource office:

In instances where an employee has been cautioned/reprimanded by the supervisor; and no improvement in behavior has been noted:

- The supervisor will refer the matter to the human resource office
- The human resource office will invite the employee for a counseling session and the main objective of the discussion with the employee, who has repeatedly breached the rules, is to help him/her improve on the noted undesirable conduct or meeting the established job standards.
- If the counseling is not enough to change the attitude and behavior of the employee, the human resource office in consultation with the supervisor shall necessarily have to resort to the next step

e) “show cause” letter by Human resource office:

In the case where an employee has been counseled/cautioned/ reprimanded over a breach of code of conduct, and where no improvement has been noted thereby, or the offence is such that it constitutes major misconduct, the human resource office shall issue to the employee a “show cause” letter with a copy furnished to the head of department.

- The employee will be required to submit written response within the period specified but not later than 14 days
- The human resource office shall on receipt of the employee response prepare a report for deliberation by the staff advisory committee/MD
- The staff advisory committee/MD will consider and make necessary recommendations to the MD/BoD
- The MD/BoD will make the appropriate determination
- The human resource office/MD will communicate the decision to the concerned employee
- If the concerned employee is dissatisfied with the decision, he/shall may appeal as prescribed in this policy

13.10 Interdiction, Suspension and Criminal Charges

- a. The MD/BoD may order the **interdiction** of an employee where it is considered that the employee, having committed a serious or grave offence in terms of these regulations, must cease forthwith to exercise the powers and functions of his office. During such interdiction, which shall not exceed three months, proceedings will be instituted against him to establish the facts of the case which may lead to his dismissal or otherwise, from service. An employee who is interdicted will be eligible to payment of half of his basic salary with full allowances entitlement and medical benefits
- b. During interdiction, the employee must stay away from the office premises of the company, unless otherwise required. However, the employee should be within reach
- c. Where disciplinary or **criminal proceedings** have been taken against an employee under interdiction and such employee is not dismissed from service the whole of any salary withheld under paragraph (a) above, will be restored to him with effect from the date it was stopped, upon termination of such proceedings
- d. Where an employee has been charged with a criminal or grave offence, the MD/BoD may order his suspension from the exercise of his office, pending consideration of the case. While an employee is thus under **suspension**, he will not be entitled to any basic salary, but will be entitled to all other allowances and medical benefits
- e. If criminal proceedings are instituted against an employee in any court of law, the company may undertake administrative action besides the court determination or ruling
- f. An employee whose case is being handled or has been handled by a third party, management shall have a right to institute its independent investigation into the matter.

- i. Where the Staff Advisory Committee/Board committee have reasonable and sufficient grounds, it will recommend administrative action in accordance with the prevailing policies and the labour laws independent of the third party's action.
- ii. Where an employee is adjudged guilty in any court of law, of a criminal offence, which may warrant dismissal, the MD/BoD, upon receipt of the judgment, and of any order made on appeal, decide whether the employee is to be dismissed or subjected to some lesser punishment.

13.11 Cases Warranting Summary Dismissal

- a. When the MD/BoD considers it necessary to institute proceeding against an employee on the grounds of an offence which is proved, would warrant his dismissal, he will proffer charge/s against the employee. Such charges will be forwarded to the employee, including a brief statement of the allegations. The employee shall be required thereafter to reply to such charges through his immediate supervisor within seven days of receipt
- b. If the employee does not furnish a reply to any charge forwarded to him under paragraph (c) above, within the period specified, the MD/BoD may proceed to take disciplinary action as indicated in this Regulation
- c. The MD/BoD, may when he deems necessary, appoint an ad hoc Staff Advisory Committee to review and/or hear cases of serious or grave offences committed by employee under this section, and to advise on what action should be taken against such employee, after the due process has been followed
- d. The accused employee will be given opportunity to defend himself before the Staff Advisory Committee allowed to present evidence, and will be presumed innocent until proved otherwise
- e. The staff advisory committee/MD, having reviewed and heard the case will forward its findings to the MD/BoD with recommendations regarding the form of punishment if any.

13.12 Forms of Punishment

Surcharging of Staff

Surcharge of employees may arise from the following offences amongst others;

- a. Where an employee negligently or intentionally fails to collect money owing to the company for collection of which he is personally responsible
 - b. Where an employee is personally responsible for any improper payment of company's funds which are not duly vouched for
 - c. Where an employee knowingly uses, without authority, stores, vehicles, buildings, equipment or any other company property or services provided for official purposes
 - d. Where an employee is personally and directly responsible for any additional expenditure or liability being incurred by the company which, but for his negligence, need not have occurred May, if his explanation therefore is unsatisfactory, be surcharged for the whole or part of the amount involved, subject to the provisions below;
- The amount of surcharge imposed will be recovered from the employee's salary. An employee who is dissatisfied with a surcharge imposed on him may submit an appeal to the MD

- Any surcharge effected under this regulation will be made by the MD or an officer duly authorized by him. Surcharges under this regulation may be made without a disciplinary charge being preferred

13.12 Summary Dismissal and Termination

Summary Dismissal

If an employee is found guilty of committing a grave offence or gross misconduct, and due process of the proceedings has been made in terms of these regulations may be liable to summary dismissal by the MD/BoD in provisions of section 44 of the Employment Act, 2007 or as amended from time to time

Termination of Service

Where an employee has been dealt with in terms of these regulations and found guilty of commission of an offence amounting to gross misconduct, his services may be terminated in line with provisions of the Employment Act, 2007 or as amended from time to time. Eligible payments and any benefits due will be paid to the concerned employee.

13.13 Desertion of Duty

If an employee absents himself without authority for a continuous period of ten (10) days he may be regarded as having deserted his duty with effect from the date of such absence. If such employee subsequently presents himself for duty he may, if the circumstances warrant such a cause be reinstated subject to such disciplinary measures as may be taken against him. However, if he/she does report on duty, his/her salary will be stopped and the process to dismiss the employee initiated. In cases of delayed stoppage of salary, an employee is subsequently dismissed, the erroneous payment will be recovered from the officer who occasioned the payment.

13.14 Discipline: Miscellaneous Provisions

No punishment will be inflicted on any employee contrary to the provision of any law regulating employment in Kenya. This paragraph does not limit the powers conferred by this section of the Manual to terminate the service of an employee on the grounds of public interest;

Where under the provisions of this section of this Manual, it is necessary to serve any notice, charge of other document upon an employee or to communicate any information to an employee having absented himself from duty and it is not possible to effect such service upon or communicate such information to such an employee personally, it will be sufficient if such notice, charge or other document or a letter containing such information is served upon such employee by registered post addressed to his usual or last known residential address or post office box number;

An employee who is summarily dismissed from employment will be given salary in lieu thereof and will be eligible for terminal benefits as applicable.

Role of Staff Advisory Committee in disciplinary procedure;

The MD will constitute a staff advisory committee comprising of the CMT and may co-opt any other member/s of staff to:

- i. Review disciplinary cases where corrective action involves Final Warning, Suspension and Termination/Summary Dismissal

- ii. Listen to the employee involved and corroborate with evidence presented against the staff
- iii. Determine under what clause in Staff Policies and Procedures the offence falls;
- iv. Determine if there are other factors that may have played a role in the misconduct i.e. mental health issues or substance abuse
- v. Issue appropriate disciplinary guideline on action to be taken by the company

i) Appeal process

Where a member of BoD, management or staff is dissatisfied with a decision on sexual harassment he/she may appeal to the appropriate superior office. Any such appeal must be made in writing within thirty (30) days and will be heard and decided upon by the appeals committee within ninety (90) days for everyone.

14.0 TRANSPORT

14.1 Eligibility

The company will provide free transport for the employee and his/her dependants, who are living with and depend on him/her in the following circumstances: -

- i. On transfer.
- ii. While travelling for treatment in case of serious illness by a confirmed medical practitioner.
- iii. Exiting the service. Officers exiting service out of disciplinary proceedings will not be eligible for transport

14.2 Travelling by Rail/Road

Where the use of public transport by road or rail is considered unsuitable when travelling on duty, an employee may seek official transport. However, permission may be granted for the use of a personal car where it is found that such use is economical and in the best interest of the company.

14.3 Reimbursement of Taxi and Fares

An officer travelling on duty may be refunded the cost of taxi/fare at standard rates from his residence to the railway station, appropriate bus terminal or airport and vice versa, provided official transport is not available.

14.4 Travelling in the company's Vehicles

The following entails company traveling policy:

- i. An employee travelling on duty will be granted permission by the MD or an office authorized by him, to use a company's vehicle.
- ii. The company's vehicles are intended for official purposes only and should not be used for private purposes.
- iii. An employee who makes improper use of a company's vehicle shall render himself liable for a disciplinary action.
- iv. Whenever a company's vehicle is to be used, it is compulsory that the details of the journey be indicated in the work ticket.
- v. Any driver (or any other employee for the time being authorized to drive the vehicle) found operating without a work ticket authorizing the journey in question or found carrying unauthorized passengers or goods, shall be subject to disciplinary action.
- vi. The Government Vehicle Check Unit is empowered to stop and check any company's vehicle and prefer charges, where appropriate against the driver/employee.

14.5 Transportation of Deceased's Employees

Upon the death of an employee, spouse or child, the company may meet the cost of transporting the body to the place of interment in accordance with the provisions of this policy.

14.6 Reporting of Accidents

- i. All employees and drivers handling the company's vehicles must acquaint themselves with the provisions of the Traffic Act (Cap 403) as may be

amended from time to time, which requires a driver of a vehicle involved in an accident to stop and give his name and address, the particulars of the vehicle and address of its owner to any authorized person or to the police as soon as possible, and in any case within 24 hours of the occurrence of the accident.

- ii. This procedure must be followed at all times in the event of an accident involving the company's vehicle.
- iii. In addition to any report to the police, the driver, if he has not been incapacitated by the accident, must submit a preliminary accident report to the MD.
- iv. On learning about the accident involving a company vehicle, the MD or such other authorized officer must inform the vehicle insurers appropriately in accordance with the policy.
- v. All accident cases will be reported to the company.
- vi. Drivers of the company's vehicles must at all-time set the highest standard of road conduct.

14.7 Travelling by Air

Staff will travel on duty by air outside Kenya or within Kenya upon approval by the MD. Air travel within Kenya shall be used only where it is deemed to be economical in line with government policy issued from time to time.

14.8 Transport of Baggage

When transporting personal luggage on transfer, on retrenchment, or on retirement, an employee shall be entitled to free road/rail transport of the employee, nuclear family and baggage within Kenya. However, an employee may hire private transport with prior approval and at rates approved by the MD.

14.9 Drivers

All company Drivers must have a valid driving license and must have passed suitability test organized by the Chief Mechanical and Transport Engineer in the Ministry responsible for Government Transport besides having a certificate of good conduct. Except in exceptional circumstances Board vehicles shall not be driven by an officer other than an established official driver.

Any officer allowing improper use of the company's vehicles shall be held personally responsible for any pecuniary loss to the company arising thereof and shall be liable to disciplinary action.

14.10 Motor Vehicle/Motor Cycle Register

A register of all company vehicles and motor cycles shall be maintained by the MD

14.11 Disposal of company Vehicles/Motor Cycles

The MD shall follow the laid down rules contained in the Public Procurement and Asset Disposal Act 2015 while disposing the company vehicles and motor cycles.

15.0 MEDICAL PRIVILEGES

15.1 Medical Privileges, Staff Welfare, Health and Safety

15.2 Medical Scheme

The company may establish and implement a staff medical scheme as approved by the BoD from time to time

15.3 Group Personal Accident

The company will establish and implement a staff group personal accident cover as approved by the BoD from time to time in line with the Occupational safety and health Act, 2007.

15.4 Retirement Benefits

15.4.1 Provident Fund/Pension Scheme

Subject to the retirement benefit Act, 1997 and government policy as issued from time to time the company may establish/operate a Staff Provident Fund/Pension scheme. The company shall ensure that the scheme is a defined contributory benefit scheme.

15.4.2 Contributions

- i. The employer's contribution shall not exceed two (2) times the employee's contribution rate or 20% of the basic salary as may be determined by the BoD from time to time.
- ii. The employee's contribution rate shall be not less than 5% and not more than 10% of the basic salary. However, an employee may contribute a higher rate as voluntary contribution

15.4.3 Retirement Age

The mandatory retirement age will be 60 years. However, the company may require an employee to retire from service on attaining the age of 50 years with full benefits or, the employee may opt to retire upon attaining the age of 50 years.

Persons living with disability will retire in line with the provisions of persons with disability Act, 2003 and government policy issued from time to time.

15.4.4 Benefits on Retirement

On retirement the combined contributions payable by and on behalf of an employee will be utilized to provide a cash sum payable on retirement of an amount which will depend on the length of period one has worked for the company and on the amount of contributions in line with the scheme rules.

15.5 Staff Welfare within the company

The company may establish a staff welfare scheme which is responsive, flexible and effective and helps foster interpersonal relationships.

15.6 Objectives of the staff welfare scheme

- i. To provide relief of distress or hardship amongst the employee of the company and to render any such assistance of relief as may be necessary to the employees of the company
- ii. To initiate and carry out other objects of general utility and welfare of the staff as determined by the company

15.7 Guidance on Various Policy Areas of the staff welfare benefits

The staff welfare scheme benefit may include among others;

- i. Death of an Employee in Service
- ii. Death of an Employee's Spouse and Child
- iii. Visiting Sick Employees
- iv. Managing Stress
- v. Club membership
- vi. Sporting events
- vii. End of Year Celebration

The employees may in addition establish an informal voluntary welfare association/scheme as a support system for their diverse social needs.

15.8 Occupational Safety and Health

The company recognizes its corporate responsibility under the Occupational Safety and Health Act of 2007 (OSHA 2007), Employment Act of 2007 and the Work Injury Benefits Act of 2007 (WIBA) and related legal notices

In fulfilling this responsibility, the company will undertake to observe Occupational safety and Health standards well beyond the minimum statutory requirement.

The company will adopt all reasonable and proactive measures to:

- i. Create a safe working environment;
- ii. Uphold environmentally friendly practices;
- iii. Provide appropriate training and awareness to its employees;
- iv. Take responsibility for Occupational Health Safety and Environment of the work place;
- v. Continuously monitor Occupational Health, Safety and Environment through regular inspection and Audits

16.0 WORKPLACE POLICY ON HIV AND AIDS

The company will develop a workplace policy on HIV and AIDS in line with the HIV and AIDS Prevention and Control Act 2006 and in line with the National Aids and Control Council (NACC) guidelines as amended from time to time.

17.0 WORKPLACE DIVERSITY

The company will establish a diversity workplace policy in line with the constitution and relevant legislative provisions. To this end the company will develop deliberate strategies and measures to foster, cultivate and preserve a culture of respect for diversity in the workplace.

The company shall among others mainstream the following:

17.1 Youth Diversity

The company shall implement strategies to ensure representation of the youth at the work place.

17.2 Disability Diversity

The company shall adopt measures aimed at facilitating the realization of at least five per cent (5%) of appointments comprise of persons living with disabilities in line with the provisions of the National Council for Persons with Disabilities (NCPWD)

17.3 Gender Diversity

The company shall implement the principle that not more than two-thirds (2 /3) of its employees shall be of the same gender at all levels.

17.4 Ethnic Diversity

The company shall develop/implement affirmative action strategies to ensure fair and equitable representation of the diverse Kenyan ethnic communities and groups including minorities and marginalized groups. The company shall implement the principle that not more than two-thirds (2 /3) of its employees shall be from the same ethnic group.

18.0 LABOUR RELATIONS

The company may engage trade unions representing employees in negotiating collective bargaining agreements (CBAs). The company and the unions shall negotiate CBAs setting out the terms and conditions of service for the employees. The negotiations will be guided by the provisions of the constitution, relevant legislations, WASREB sector benchmarks and the company HR policy manual for collective bargaining with the unions

18.1 Union Membership

- i. 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 company and respective union
- ii. Employees shall not be victimized for being members or participating in trade union activities
- iii. Employees who are appointed as officials of any union may be granted permission to carry out official union duties
- iv. 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
- v. Union meetings shall be convened to take place during the employees' free time

18.2 Recovery of union dues

- i. The company shall deduct trade union dues from the salaries of union members and pay the monies so deducted into a specified account of the trade union
- ii. Deductions from an employee who has resigned his union membership and notified the company in writing shall be stopped
- iii. A copy of an employee's notification shall be forwarded to the union for information

18.3 Dispute Resolution

The company 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 Labor Relations Act 2007.

18.4 Employee participation in strikes

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

- iii. Seven days written notice of strike has been given to the company and Cabinet Secretary responsible for labour by the representative of the union

18.5 Grievance Handling Procedure

Disputes and grievances shall be handled as follows: -

- Step 1:** - The aggrieved employee, with or without his shop steward at the employee's option will take up the grievance with the immediate supervisor and the matter will be heard within two (2) working days.
- Step 2:** -If there is no settlement at step 1 or the matter is not heard by the immediate supervisor within (2) working days as specified in step 1, the aggrieved employee with or without the shop steward may take up the matter with the respective head of department thereafter the matter will be heard within three(3) working days; the grievance and decision taken shall be recorded in writing and signed by the officer hearing the grievances and union representative/employee.
- Step 3:**-If there is no settlement at step 2 or the matter is not heard in step 2 within the period specified, the aggrieved employee with the shop steward and /or union officials may take up the matter with the employer relation's officer (HRM) as applicable within seven (7) working days.
- Step 4:** -If there is no settlement at step 3 or the matter is not heard within the period specified in step 3 above, the aggrieved employee and/or union officials may take up the matter with the staff advisory committee/BoD within seven (7) working days.
- Step 5:** -If there is no settlement at step 4 or the matter is not heard within the period specified in step , the union/employee may take up the matter with with relevant superior office/organization

18.6 Company framework for negotiation

The company shall develop framework for negotiation with the trade unions whose objectives are to;

- i. Ensure that the collective bargaining process is compliant with the constitution, relevant legislations and government policy
- 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 in conformity with the government policy
- vi. Promote labour relations and industrial peace

Subject to the company's ability to pay, the collective bargaining may include salaries, allowances, benefits and working conditions as shall be agreed upon from time to time.

19.0 MANAGEMENT COMMITTEES

The Staff Advisory Committee shall deliberate and give recommendation to the MD in respect to the following issues: -

- i. Staff recruitment, confirmation, training and promotions.
- ii. All staff disciplinary matters.
- iii. Staff welfare issues.
- iv. Act on any other staff issues delegated by the MD.

19.1 Safety Committee

The company shall establish a safety committee in line with the provisions of the OSHA

20.0 MANAGEMENT OF HUMAN RESOURCE STAFF RECORDS

The company shall maintain employee records which shall contain information relating to the employee's Personal Particulars in the prescribed form which shall include the details of the next of kin, dependants and employment history during the tenure of service, etc.

An employee will be required from time to time to promptly notify the Human Resource Office of any change of the personal particulars for the updating of the records accordingly. Staff files are the property of the company and access to the information contained therein shall be restricted. An employee or any authorized person who has a legitimate reason to review a staff file shall be allowed to do so. Employees who wish to review their own staff file shall contact the Human Resource office and the review may be done in the company's office in the presence of the Human Resource representative.

21.0 MISCELLANEOUS

21.1 Official Seals

The use of official seals of the company must be approved by the BoD. The seals shall be under the custody of the MD/company secretary.

21.2 Power to Sign Agreements

The MD, or a senior employee authorized by him may, subject to the approval of the MD, sign agreements on prescribed forms on behalf of the company unless the law requires otherwise.

21.3 Indemnity

An employee who in the course of duty and while acting in good faith does anything or omits to do anything that may lead to, or eventually lead to a liability or claim arising against him, shall be exempted from such liability or claim. Where necessary the company may arrange for the employee's legal defense in any proceedings that may be instituted against him/her.

21.4 Correspondence

All correspondences concerning the company shall be channeled through the MD

21.5 Public Statement

The company's public statement shall only be issued by the MD, Chairman of the BoD or any other authorized officer for that purpose.

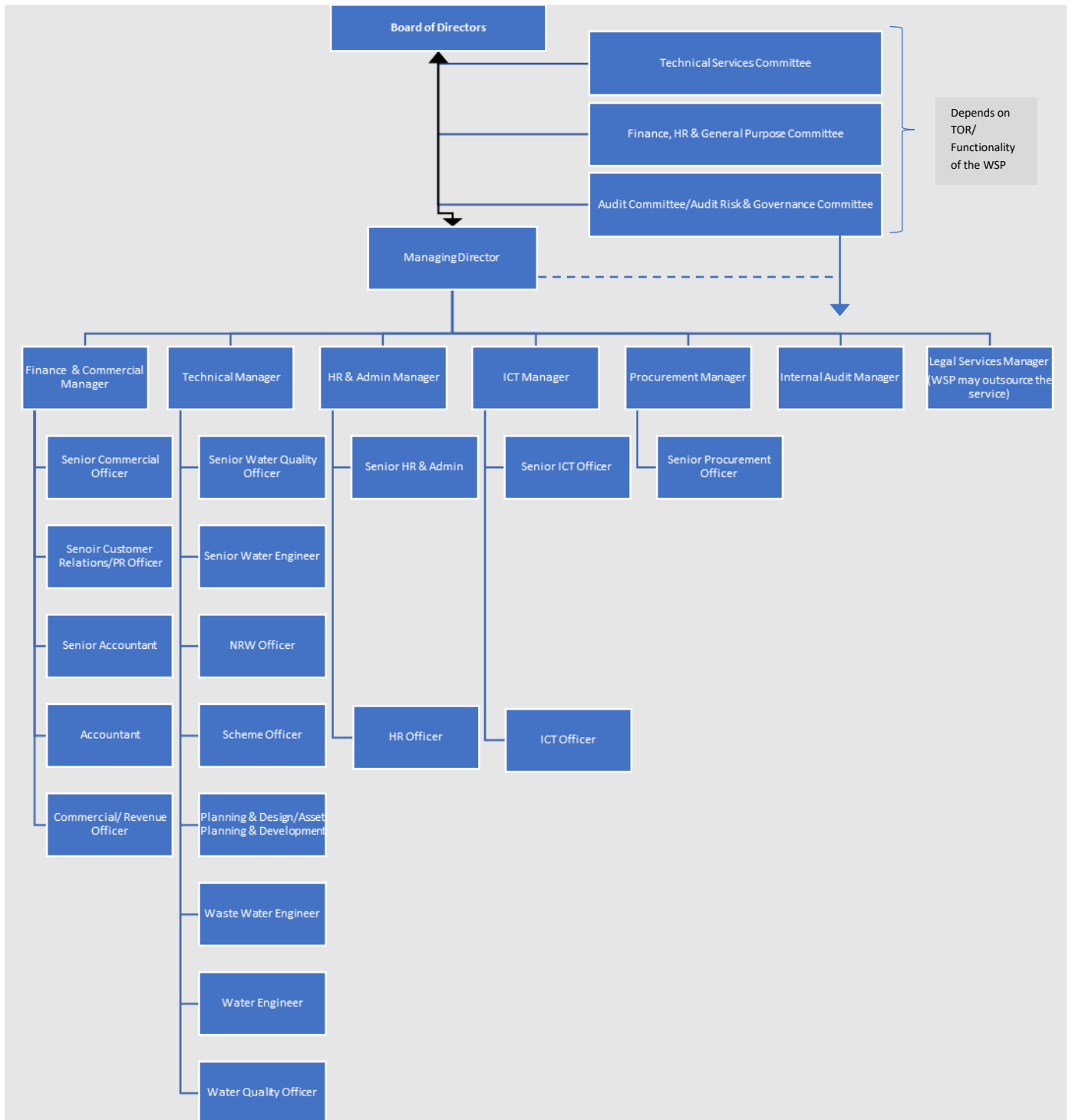
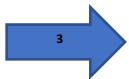
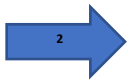
Appendix 1: Public Service Code of Conduct and Ethics, 2016

Refer to Legal Notice No. 54 Separately attached for the details on the code and commitment form to be signed

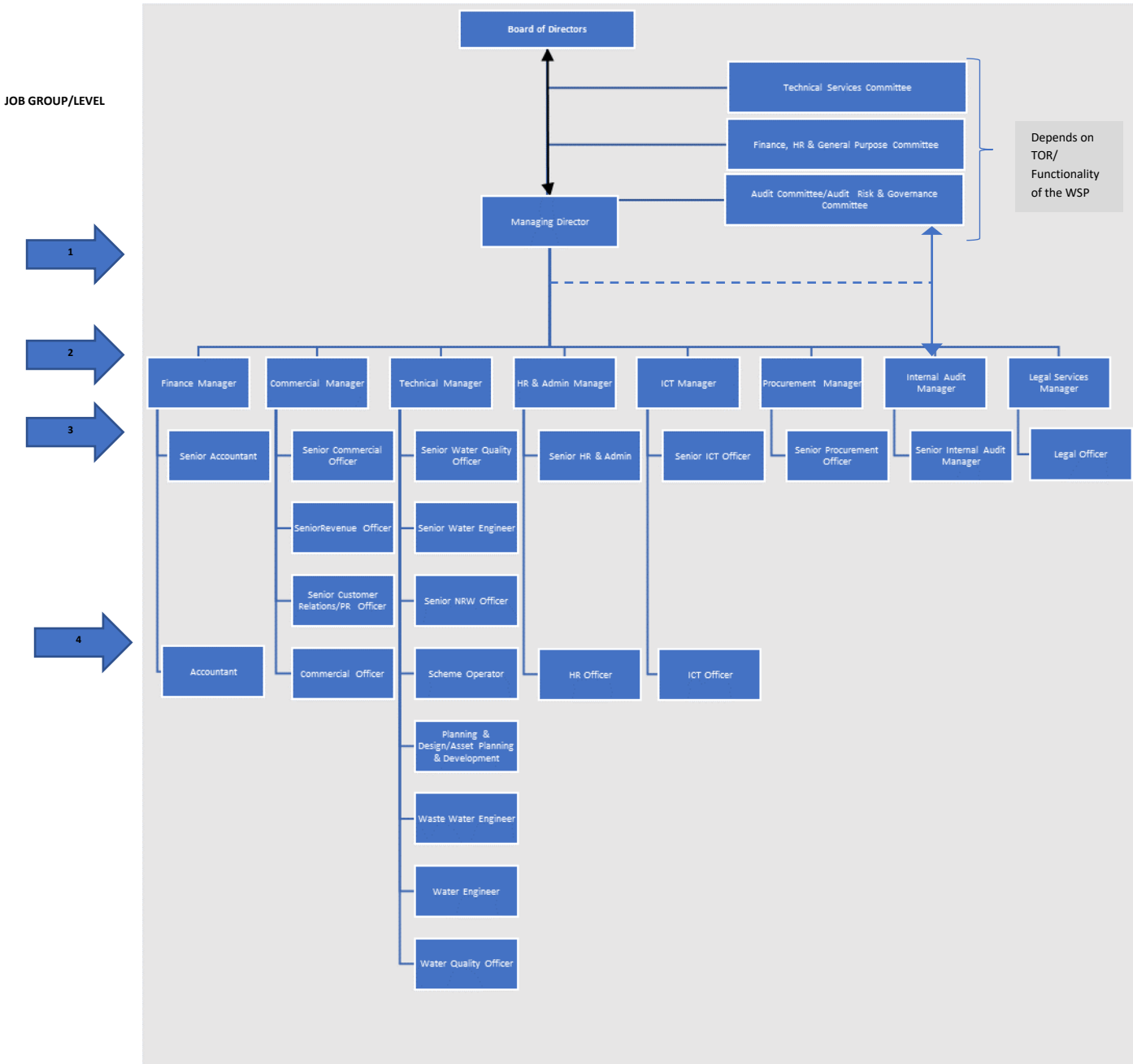
Appendix 2: Model Organogram for Very Large, Large, Small & Medium Utilities

SMALL & MEDIUM WSPS

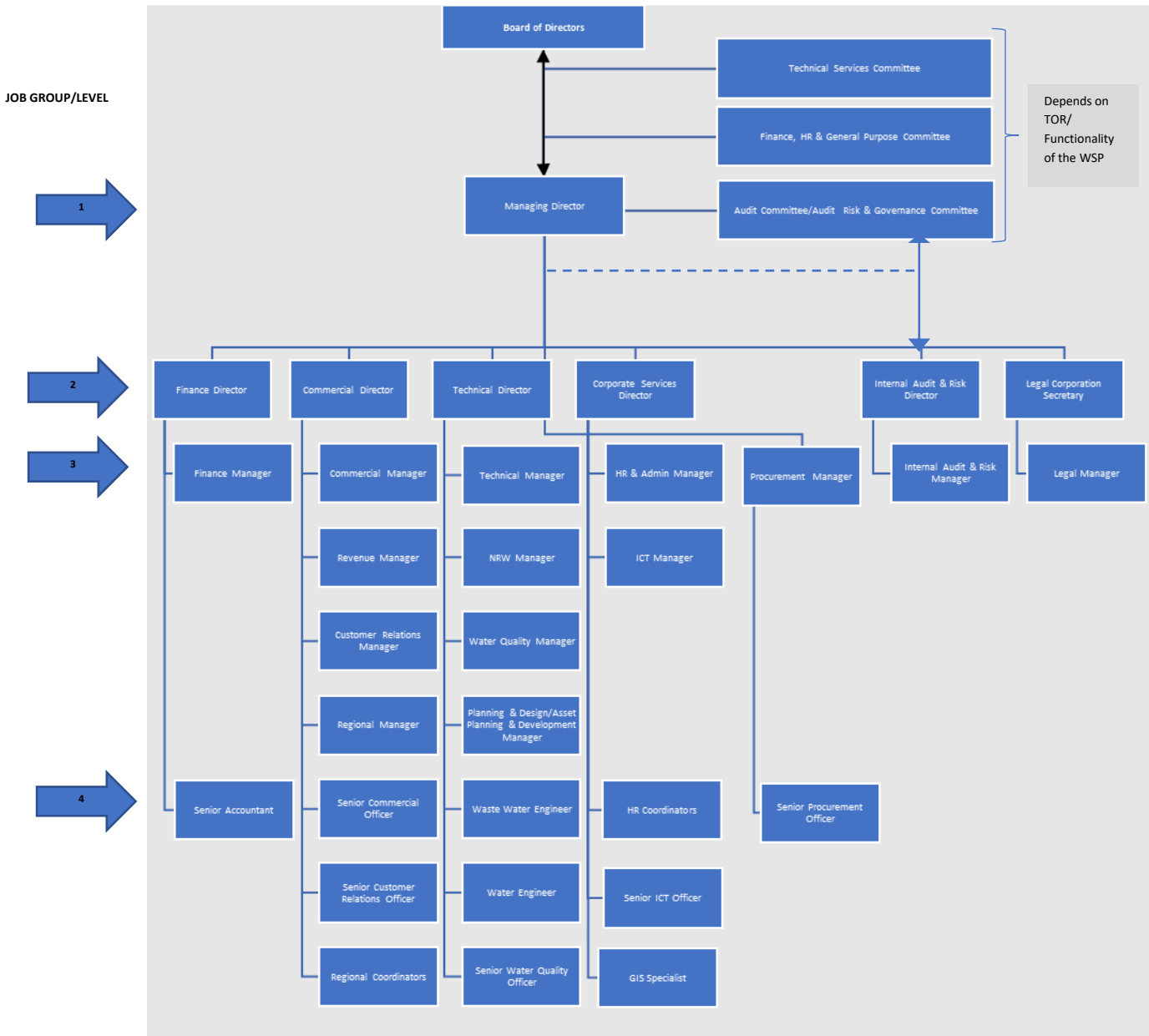
JOB GROUP/LEVEL



LARGE WSPS



VERY LARGE WSPS



Appendix 3: Staff Establishment Template

STAFF ESTABLISHMENT TEMPLATE IN LINE WITH STRATEGIC PLAN (indicate planning period)

Name of Company (in full):

S/No	Designation	Authorized Establishment (A)	In- Post (B)	Variance (A-B)
1.				
2.				
3.				
	TOTALS			

*****NB: Add more rows if necessary.**

Appendix 4: Employee Separation and Clearance Form

(COMPANY NAME)

EMPLOYEE SEPARATION AND CLEARANCE FORM

REFERENCE NO. CLEARANCE CERTIFICATE

Any employee leaving..... (indicate company name) for whatever reason MUST clear all outstanding financial obligations, return all company documents, equipment and any other property of the company. It is the employee's responsibility to ensure that the necessary signatures are obtained on the clearance certificate and the completed document returned to the Managing Director one week before the employee leave the company. Payment of final dues is dependent upon completion of the clearance certificate.

To be completed by the employee

Name:..... Designation.....

ID/NO.....Telephone Contact.....

Email:.....Signature..... Date.....		
To be completed by the employee's Supervisor or Directorate/Department representative		
I certify that the employee has submitted the handover report		
Remarks.....		
Signature:Designation..... Date:.....		
Directorate ofServices		
Finance		
Outstanding financial obligations cleared?		
	Cleared	Not cleared
Imprest		
Salary advance		
Any other		
Total Amount owed: Kshs.....		
Signature:Designation..... Date:.....		
Procurement		
All stores items returned? <input type="checkbox"/> Yes <input type="checkbox"/> No (please Tick appropriately)		
Remarks		
Signature:Designation..... Date:.....		
ICT		
All ICT Equipment's returned (please tick appropriately)		
Computer/Laptop	<input type="checkbox"/> Yes	<input type="checkbox"/> No
iPad/Tablets if less than three years old	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Cameras	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Disable credentials	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Any other (please specify)		
Remarks		
Signature:Designation..... Date:.....		

Human Resource and Administration

All items returned? Please tick appropriately		
Keys	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Manuals	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Insurance Cards	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Staff ID	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Reason for leaving Company :.....		
Signature:Designation..... Date:.....		

Directorate of Services

Any liability? Please tick appropriately			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Remarks				
Signature:Designation..... Date:.....				

Directorate of Services

Any liability? Please tick appropriately			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Remarks				
Signature:Designation..... Date:.....				

TechnicalDirectorate

All technical equipment, tools and materials returned?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
Remarks				

Signature:Designation..... Date:.....
Internal Audit Services
Any Pending issue? Please tick appropriately <input type="checkbox"/> Yes <input type="checkbox"/> No
Remarks
Signature:Designation..... Date:.....
Chief Executive Officer
I certify the above named person has been fully and satisfactorily cleared by the Board
Signature:Designation..... Date:.....

Appendix 5: Salary Advance Request Form

TO THE MD

Employee request

I _____ Personal No. _____

Wish to request for salary advance (Equivalent to one-month basic salary) of Kshs _____ recoverable in _____ months (maximum 12 months) due to the following reasons:

Signature: _____ Date: _____

Approval Certificate

I approve/do not approve Kshs _____ salary advance to be recovered in _____ Months.

Not approved for the following reasons:

Signature: MD/Company_____

Date_____

Finance/Payroll Action

Signature:_____Date:_____

Appendix 6a: Application Form for Annual Leave by MD

Name.....

MANAGING DIRECTOR

(COMPANY'S NAME)

P O BOX

NAIROBI

Date.....

The Chairman

(COMPANY'S NAME)

P O Box

NAIROBI

Dear Sir,

APPLICATION FOR ANNUAL/MATERNITY/PATERNITY LEAVE BY MANAGING DIRECTOR

(To be submitted 15 days before the leave is due to begin)

1. I wish to proceed on.....days annual/maternity/paternity leave as from to..... which include..... days annual leave in respect of last leave year. I returned from my last leave on.....

2. My Leave Address will be.....

3. As I am taking not less than one-half of annual leave due to me, I wish to receive my pay for the month of3 days before the date of commencement of leave in terms of regulationof the Human Resource Policy manual.
4. I understand that I will require permission should I desire to spend leave outside Kenya as per the current Government Regulations.

Yours faithfully

Signed.....

MANAGING DIRECTOR

PART II

APPROVAL

Your application to proceed on.....days leave is/is not approved with effect from.....you will be required to report for duty.....Your leave balance for this leave year is.....days.

Signed.....

CHAIRMAN

(COMPANY'S NAME)

Copy to: Chief Executive Officer
Water Services Regulatory Board

Appendix 6b: Application Form for Annual Leave

.....
.....
.....
Date

The Managing Director

(COMPANY'S NAME)
P.O. Box 41621-00100

NAIROBI.

APPLICATION FOR ANNUAL/MATERNITY/PATERNITY LEAVE

(To be submitted at least 15 days before the leave is due to begin)

PART I

(To be completed by the applicant)

1. I.....(Name)
..... (P/No.).....(Designation)

Apply fordays annual/maternity/paternity leave

beginning on.....

The last leave taken by me was from.....to.....

2. My leave address will be.....
3. As I am taking not less than one-half of annual leave due to me, I wish to receive my pay for the month of3 days before the date of

commencement of leave in terms of regulationof the Human Resource Policy manual.

- 4. I understand that I will require permission should I desire to spend leave outside Kenya as per the current Government Regulations.

Date..... (Signature of applicant).....

PART II

(To be completed by Head of Department)

- 5. * (a) Recommended. Arrangements can be made for the performance of the duties of the above officer during his/her absence.

* (b) Not recommended for the following reasons:

.....
.....

* Delete (a) or (b) as applicable

Date.....Signed.....(Head of Department)

PART III

(To be completed by the Managing Director)

- 6. This application has/has not been approved

Date.....Signed.....

(Managing Director)

PART IV

(To be completed by the Human Resources Management Section)

- 7. Leave brought forward from previous year:.....days

Leave eligible for current yeardays

Total leave due.....days

Leave days already taken..... days

Leave applied for:.....days

Leave balance due:.....days

Date:.....Signed.....

(Human Resource Manager)

Appendix 7a: Next of Kin and Dependents Form

(COMPANY NAME)

DETAILS OF NEXT OF KIN & DEPENDANTS

PARTICULARS OF OFFICERS

Surname:.....

First Name.....

Middle Name.....

Personal No.....

Appointment (Grade).....

Date of 1st Appointment.....

Designation.....

Station.....

Department/Section.....

PIN Number.....

National Identification Card Number.....

Marital Status.....

PARTICULARS OF SPOUSE

Name.....

National Identification Card Number.....

Telephone Contact.....

Gender.....

PARTICULARS OF NEXT KIN

Full Name.....

National Identity Card No.....

Relationship to officer.....

Address.....Tel. No.....

E-mail address.....

Gender.....

PARTICULARS OF ALTERNATIVE NEXT OF KIN

(In case the person named above cannot be traced)

Full Name.....

National Identity Card No.....

Relationship to officer.....

Address.....Tel. No.....

E-mail address.....

Gender.....

PARTICULARS OF DEPENDANTS

Full Name.....

Relationship to officer.....

National Identity Card No (if any).....

Date of Birth.....

Gender.....

Full Name.....

Relationship to officer.....

National Identity Card No (if any).....

Date of Birth.....

Gender.....

Full Name.....

Relationship to officer.....

National Identity Card No (if any).....

Date of Birth.....

Gender.....

Full Name.....

Relationship to officer.....

National Identity Card No (if any).....

Date of Birth.....

Gender.....

DECLARATION

I hereby solemnly declare that the information given above is true to the best of my knowledge and that I stand to be charged in the court of law if it is found to be untrue.

Name..... **signature**

Date.....**ID/NO**.....

Appendix 7b: Staff Biodata Form

(COMPANY NAME)

STAFF BIO-DATA

Name.....
Personal Number.....
Tel. No.....
Id/No.....
Designation.....
Bank Account Number..... Branch.....
Bank Name.....
NSSF NO..... NHIF NO.....
PIN Number.....
Scale.....
Date of 1st Appointment.....
Date of Birth (dd/mm/yy).....
Gender/Sex.....
Home Address.....
Province/County of birth.....
District
Location.....

DECLARATION

I hereby solemnly declare that the information given above is true to the best of my knowledge and that I stand to be charged in the court of law if it is found to be untrue.

Name..... **signature**

Date.....**ID/NO**.....

Appendix 7c: Certificate of Medical Examination

(COMPANY NAME)

CERTIFICATE OF MEDICAL EXAMINATION

PART I - (To be completed in duplicate by the officer sending the candidate for examination)

TO: The Medical Officer In charge.....

NAME: Mr/Mrs/Miss.....

Is hereby sent to you for Medical Examination to ascertain fitness to enable him/her to take up temporary/contract/permanent employment/extension of service for a period of.....as a (Grade).....

(Signature)..... (Designation).....

PART II

To: The Managing Director

MEDICAL OFFICER'S REPORT

I hereby certify that I have this day examined the above candidate and that in my opinion he/she is fit/unfit for temporary/contract/permanent employment/extension of service for a period of

Years /months with the Board.

Name:.....

Signature..... Date:.....

Official stamp.....

MEDICAL OFFICER IN-CHARGE

Appendix 8: Certificate of Service

(COMPANY NAME)

P.O BOX

(TOWN NAME)

CERTIFICATE OF SERVICE

PART 1 – PERSONAL PARTICULARS

Employees

Name.....

Position held.....

Department.....

Period of Service: From.....to.....

Reason for Disengagement.....

.....
.....

PART II – ASSESSMENT BY HEAD OF DEPARTMENT/MD

Efficiency.....

General Conduct.....

(This certificate has been issued without any erasure or alteration whatsoever)

Signature.....

Official stamp.....

MD/Head of Department

Date.....

Efficiency and General Conduct are assessed as “Very good”, “Good”, “Fair” or “Indifferent”

Appendix 9a: Staff Performance Target Report

(COMPANY NAME)

STAFF PERFORMANCE TARGETS REPORT

PREAMBLE

1. This staff performance target report defines the scope of performance management at individual levels in order to ensure that performance management culture is embedded in all the operations of company.
2. Every employee shall develop an individual work plan derived from the Directorate/Department Annual Work Plan and objectives
3. The work plan will reflect the performance targets and specific activities against which each employee's performance will be measured.
4. The targets shall be set as agreed in discussions with the supervisor by latest 31st July of each year. The staff and the supervisor will set SMART targets aligned to the organization objectives as indicated in the work plan and the staff job description.
5. Reporting frequency(*monitoring and evaluation*):reports on performance will be done on quarterly basis and the responsibility to prepare and submit quarterly reports lies with the individual employee.
6. Performance evaluation: The five performance evaluation rating scale ("Excellent", "Very good", "Good", "Fair" and "Poor") shall form the basis for evaluating level of achievement of targets for individual employee.
7. The completed report shall be submitted to the Human Resource Officer for use and reference during performance appraisal.

STAFF PERFORMANCE TARGETS REPORT

Individual performance targets for the Period: 1st July.....(year) to 30th June.....(year)

Section 1(a): Employment Details

- i. Personal No.....Surname.....
First Name..... Other Names.....
- ii. Designation..... Terms of Service.....
Job Group/Scale.....
- iii. Name of the Organization.....
Directorate.....
Department.....
Duty Station.....
- iv. Supervisor's Name.....
Designation.....

Section 1(b): Strategic Objectives/Directorate Objectives & Targets

The strategic objectives will be derived from the company Strategic Plan and Performance Contract and cascaded to the directorate/department.

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

.....

Section 2(a): Individual Performance Targets derived from the Directorate/Department work plan and job description

Balanced Score card Perspective	(A) Agreed Performance Targets	(B) Performance Indicator (s)- Verifiable evidence
	<i>(To be completed by the staff in consultation with the Supervisor at the beginning of the financial year)</i>	
Customer 80%		
Internal Processes 5%		
Financial 10%		
Learning & Growth 5%		

Section 2 (b): Staff and Management commitment to achieve the agreed performance targets

To be signed at the beginning of the financial year

Staff Name: Designation.....

Signature..... Date.....

Signed by:

Supervisor's Name..... Designation.....

Signature..... Date.....

(Immediate Supervisor)

Countersigned by Head of Directorate/Department:

Designation:.....

Signature:..... Date:.....

Annex: Individual Annual Work Plan on (Financial Year) Performance Targets

Item	List of Activities	Time lines				Activity Performance Indicator
		Q1	Q2	Q3	Q4	

Appendix 9b: Staff Performance Mid -Year Review Report

(COMPANY NAME)

STAFF PERFORMANCE MID-YEAR REVIEW REPORT

PREAMBLE

1. The main purpose of this mid-year review is to accord both the Supervisor and the employee (appraisee) the opportunity to jointly review the progress made in accomplishing the performance targets agreed on at the beginning of the financial year.
2. Targets varied mid-year shall be discussed between the Supervisor and appraisee then recorded in the respective sections of this report.
3. The review which should be in the form of structured discussions should be focused on what has been achieved; any constraints experienced and whether there is need to vary the initial performance targets in order to accommodate any unforeseen circumstances.
4. 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 the functions carried out by the employee and which may necessitate revision of the performance targets.
5. In the event that the supervisor or appraisee leaves the Institution/department he/she will be appraised as the case may be on pro-rata basis.
6. This mid-year review report will be completed by all staff of the company by 15th January
7. The completed report shall be submitted to the Human Resource Office at the end of the review period for deliberation by the performance management committee/SAC/BoD
8. **Rating Scale:** the following rating shall be used to indicate the level of performance by an appraisee;

Achievement of Performance Targets	Rating Scale	
Achievement higher than 100% of the agreed performance targets	Excellent	101% +
Achievement up to 100% of the agreed performance targets	Very Good	100%
Achievement between 80% and 99% of the agreed performance targets	Good	80%-99%
Achievement between 60% and 79% of the agreed performance targets	Fair	60%-79%
Achievement up to 59% of the agreed performance targets	Poor	59% and Below

9. Performance rating scores shall be based on verifiable evidence

STAFF PERFORMANCE MID-YEAR REVIEW REPORT

Performance Review Period: From 1stJuly.....(Year) **To** 31stDecember(Year)

Section 1(a): Employment Details

v. Personal No.....Surname.....

- First Name..... Other Names.....
- vi. Designation..... Terms of Service.....
Job Group/Scale.....
- vii. Company.....
Directorate/Department.....
Duty Station.....
- viii. Supervisor's Name.....
Designation.....

Section 1(b): Strategic Objectives/Directorate Objectives & Targets

The strategic objectives will be derived from the company Strategic Plan and Performance Contract and cascaded to the directorates/departments.

.....

.....

.....

.....

.....

Section 2 (a): Mid –Year Review

Balanced Score card Perspective	Agreed Performance Targets	Performance Indicator (s)- Achieved results in line with argets	Targets changed or added	Remarks (Indicate Level of Achievement)
	<i>(To be completed by the Appraisee in consultation with the Supervisor in the mid-year appraisal period)</i>			<i>(To be completed by the Supervisor in consultation with the Appraisee in the mid-year appraisal period)</i>
Customer 80%				
Internal Processes 5%				
Financial 10%				
Learning & Growth 5%				
Total Appraisal score on performance targets				
Mean Appraisal score (%)				

Section 2 (b): Supervisor’s Comments

Supervisor's comments on appraisee's performance in the mid-year including any factors that hindered performance as well as training and development needs based on performance gaps (please indicate if the appraisee requires being put on a performance improvement plan/programme. If so, indicate the type)

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

Supervisor's Name.....

SignatureDate.....

Section 3: Appraisee's Comments and Additional Assignments

a) Appraisee's comments on performance including any mitigating factors

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

b) Additional Assignments

- i.
- ii.
- iii.
- iv.

Appraisee Name.....

Signature Date.....

Section 4: Head of Directorate/Department comments and recommendation to the MD

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

HOD Name:.....

Signature:..... Date:.....

Appendix 9c: Staff Annual Performance Appraisal Report

(COMPANY NAME)

STAFF ANNUAL PERFORMANCE APPRAISAL REPORT

PREAMBLE

- 8. The Staff Performance Appraisal System is a component of Performance Management System in Wasreb integrating employee participation through work planning, target setting and execution, evaluation, feedback and reporting
- 9. This annual appraisal report will be completed by all staff of the company by 15th July
- 10. The appraise and the supervisor will set Specific Measurable Achievable Realistic Time-bound (SMART) targets aligned to the Wasreb objectives

11. The supervisor and appraisee shall discuss and agree on the performance evaluation and rating at the end of the appraisal period
12. The completed report shall be submitted to the Human Resource Office at the end of the appraisal period for deliberation by the performance management committee/SAC/BoD
13. **Rating Scale:** the following rating shall be used to indicate the level of performance by an appraisee;

Achievement of Performance Targets	Rating Scale	
Achievement higher than 100% of the agreed performance targets	Excellent	101% +
Achievement up to 100% of the agreed performance targets	Very Good	100%
Achievement between 80% and 99% of the agreed performance targets	Good	80%-99%
Achievement between 60% and 79% of the agreed performance targets	Fair	60%-79%
Achievement up to 59% of the agreed performance targets	Poor	59% and Below

14. Performance rating scores shall be based on verifiable evidence
15. Where the appraisee is not satisfied with the evaluation he/she may appeal to the performance management committee/SAC/MD/BoD

STAFF ANNUAL PERFORMANCE APPRAISAL REPORT

Performance Appraisal Period: From 1st July..... (Year) **To** 30th June..... (Year)

Section 1(a): Employment Details

- ix. Personal
 No.....Surname.....
 First Name..... Other Names.....
- x. Designation..... Terms of Service.....
 Job Group/Scale.....
- xi. Organization Name.....
 Directorate.....
 Department.....
 Duty Station.....
- xii. Supervisor's Name.....
 Designation.....

Section 1(b): Strategic Objectives/Directorate Objectives & Targets

The strategic objectives will be derived from the company Strategic Plan and Performance Contract and cascaded to the directorate/department.

.....

Section 2(a): Individual Performance Targets derived from the Directorate/Dpartment work plan and Job Description

Balanced Score card Perspective	(A) Agreed Performance Targets	(B) Performance Indicator (s)	(C) Achieved results in line with performance indicator	(D) Performance appraisal score (see rating scale)
	<i>(To be completed by the Appraiser in consultation with the Supervisor at the beginning of the appraisal period)</i>		<i>(To be completed by the Supervisor in consultation with the Appraiser at the end of the appraisal period)</i>	
Customer 80%				
Internal Processes 5%				
Financial 10%				
Learning & Growth 5%				
Total Appraisal score on performance targets				
Mean Appraisal score (%)				

Section 2 (b): Staff Training and Development Needs

Appraiser's training and development needs in order of priority as identified by the appraiser and supervisor based on performance gaps

.....

Supervisor's Name.....

Signature Date.....

Appraiser's Comments on Performance

Appraiser's general comments on performance including any mitigating factors

.....

Appraiser's Name.....

Signature Date.....

Section 3: Supervisor’s Comments and Recommendations

Supervisor's general comments on appraisee's performance at the end of the year

.....

Supervisor's
 Name.....

Signature Date.....

Section 4: Head of directorate/Department recommendation of rewards or sanctions to the MD/SAC/BoD /Performance management committee (please select appropriately)

- a) Managerial and Employee Rewards for “Excellent” & “Very good ” Performance
 - i. Letter of commendation
 - ii. Promotion
 - iii. Confirmation in Appointment
 - iv. Bonus payment based on organization composite score in performance contract
 - v. Contract renewal subject to the employee's terms and conditions of service
 - vi. Others (please specify)_____
- b) Managerial and Employee Sanctions for “Good” , “Fair” , & “Poor ” Performance
 - i. 1st year Cautionary letter , 2nd year Warning letter and 3rd year Separation for “Good “Performance
 - ii. 1st year Warning letter , 2nd year Reprimand and 3rd year Separation for “Fair” performance
 - iii. 1st year Reprimand and 2nd year Separation for “Poor” performance
 - iv. Non-renewal of service or employment contract
 - v. Not confirmed in appointment
 - vi. Others (please specify)_____

Signed:

Director's: Name:.....

Signature:..... Date:.....

Authorized Officer/MD: Approved/Not Approved

.....

Name.....

Signature.....Date.....

Appendix 9d: Letter of Offer of Appointment Template

REF: COMPANY/PF/.....

DATE:

Name

P.o Box

MWINGI

Tel:

Email:

Dear

SUBJECT: LETTER OF OFFER OF APPOINTMENT AS (indicate Designation)

Following your successful interview for above position in this organization, the Board of Directors/Management of(**indicate company name**) would like to offer you appointment on the following terms and conditions:-

1. POSITION

You will be appointed as on salary scale.....: Kshs 00, 000 x0,000 - 00, 000 x0,000 - 00, 000 x0,000 - 00, 000 x0,000 -00, 000 x0,000 0 per month and you will enter the scale at **Ksh. 00,000** p.m. with effect from the date you report for duty. (**indicate the salary structure steps shown in zeros as per company actual figures**)

2. REPORTING

You will be reporting to the (**indicate designation of supervisor**)

3. DUTIES AND RESPONSIBILITIES:

You will be responsible for the following: -

- 1)
- 2)
- 3) Performing any other duties assigned by the management

4. PERFORMANCE MEASURES

In addition to the duties and responsibilities detailed in this letter of appointment, detailed Key Tasks will be agreed between you and your supervisor who is the(**indicate designation of supervisor**) and your performance will be reviewed and appraised regularly and documented in meetings with the supervisor.

5. TERMS OF SERVICE

You will be employed on permanent and pensionable terms of service commencing from the date you report for duty. However, before confirmation to these terms of service, you shall serve for six (6) months probationary period which may be extended by the company for not more than three (3) months as per the HR policy manual. The company reserves the right to terminate your services in accordance with the terms and conditions of employment as set out in the Labour laws and Human Resource Policy manual for **(indicate company name)**

6. REMUNERATION

Your remuneration which will be paid with effect from the date you report for duty will be as follows: **-(indicate what is payable in line with company policy)**

Basic Salary	=	Kshs.00, 000.00 per month
House Allowance	=	Kshs.00, 000.00 per month
Airtime Allowance	=	Kshs.00, 000.00 per month
Commuter allowance	=	<u>Kshs.00,000.00 per month</u>
Total Gross Pay	=	<u>Kshs.00, 000.00 per month</u>

7. MEDICAL SCHEME

The Board operates a staff medical scheme. Subject to satisfactory medical report at the time of appointment arising from medical examination by a registered medical practitioner you will be a member of the scheme and will be entitled to medical benefits as per the scheme rules. **(customize in line with company benefits)**

8. LEAVE

You will be entitled to **(indicate number in line with company policy)** working days leave per leave year. Leave will not be carried forward except with the written approval of the Managing Director setting out the reason for the extension. Any leave not taken during the year will be forfeited unless authority to carry over the leave days due has been granted in writing by the Managing Director.

9. LEAVE ALLOWANCE

You will be entitled to a leave allowance once in a year when you proceed on leave for more than half of your leave entitlement at the rate stipulated in the HR policy manual from time to time.

10. GROUP LIFE AND GROUP ACCIDENT INSURANCE SCHEME

You will be eligible for membership in the Group Life and Group Accident Insurance Scheme of the company **(customize in line with company benefits)**. The Rules of the Scheme will be made available to you.

11. OFFICIAL TRANSPORT

You will be provided with official transport for use on official duties.

12. MILEAGE CLAIM

If official transport is unavailable a maximum of the current AA rates will apply when you use your personal/or your spouse's vehicle for official duties of the company in lieu of official transport in accordance with the company's Human Resource Policy manual.

13. HOUSING

The Board shall pay you House Allowance as per the existing rates spelt out in the company Human Resource Policy manual to enable you acquire housing facility.

14. TELEPHONE SERVICE

Office telephone facilities will be available only for official matters. You will also be provided with airtime facility at the rates spelt out in the company Human Resource Policy Manual.

15. SUBSISTENCE ALLOWANCE WITHIN KENYA

You will be paid a subsistence allowance while on official duty outside your duty station at the prevailing rates approved by the company.

16. SUBSISTENCE ALLOWANCE OUTSIDE KENYA

You will be paid a subsistence allowance for days spent out on official duty outside Kenya at the prevailing rates approved by the company.

17. DUTIES AND CODE OF CONDUCT

During the tenure of your service with the company you will:

- (a) Observe the company's Policies, Rules and Regulations;
- (b) Perform your duties diligently and faithfully;
- (c) Perform any other duties given from time to time;
- (d) Employ your time, attention and abilities only to the services of the company.

18. CONFLICT OF INTEREST

Except with the written consent of the company, you shall not, either directly or indirectly during your service, engage or be concerned in any other service or business or receive any reward, commission or profit by virtue of your office other than as provided for in this letter of appointment.

You will be required to immediately disclose in writing to the company all interests in any ventures, contracts, or arrangements which may conflict with interests of the company or with the performance of your duties.

19. CONFIDENTIALITY

You will not, during your engagement disclose any confidential matters of the company to any unauthorized persons or those not entitled to receive them.

20. EMPLOYMENT LAWS AND STAFF RULES AND REGULATIONS

You will also be subject to provisions of the Labour laws and company HR Policy manual as issued and/or amended from time to time.

21. TERMINATION

Your services may be terminated by either party by giving a one (1) month prior notice, or on payment of an equivalent of one (1) month basic salary in lieu of such notice.

22. PENSION SCHEME

You will be eligible for membership with the company's Pension scheme which has been established in accordance with the Retirement Benefits Act. Admission to this pension scheme will be on completion of the probationary period of six (6) months satisfactory service.

23. OBLIGATION

This offer and your acceptance thereof will constitute a binding contract between you and the company. This Agreement supersedes all other agreements and/or arrangements hitherto entered into (if applicable) with you and the organization.

24. ACCEPTANCE

If you accept this offer on terms and conditions as stipulated herein, please sign the duplicate copy of this letter to signify your acceptance, then retain the original and return the duplicate copy to the undersigned on or before **(indicate appropriate date)**

Yours faithfully

Name.....
MANAGING DIRECTOR

NB: IF YOU DO NOT RESPOND WITHIN ONE MONTH IT SHALL BE ASSUMED THAT THE OFFER HAS BEEN REJECTED AND THE COMPANY SHALL FILL THE POST WITHOUT FURTHER

REFERENCE TO YOU. YOU SHOULD REPORT FOR DUTY LATEST BY..... (indicate reasonable date)

ACCEPTANCE FORM

I of P.O. Box has accepted the above offer as per the terms and conditions stipulated herein. I shall report for duty on

Signed Date

Appendix 10: Other Forms

Other forms can be developed to deal with various issues. Examples of such other forms are:

- Declaration of Conflict of Interest Form
- Nomination of Beneficiary Form
- Interview Assessment Forms
- Application for employment form
- Promotion and upgrading assessment.
- Service record update
- Expanded personal information/Biodata form
- Notification of an accident.
- Bonding form.
- Any other relevant form