



IPSTC Human Resources Manual

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FOREWORD

This IPSTC “Human Resource Policies and Procedures Manual” has been prepared to inform staff about employment practices and policies.

No employee manual can answer every employee question. However, it is used as the first reference document when questions about personnel issues arise.

This Manual, as an essential management communication tool, outlines the IPSTC’s employment philosophy. In addition, it helps integrate new employees into the IPSTC’s working environment, by providing the initial sense of organizational direction.

IPSTC being an international institution is an equal opportunity employer and does not discriminate against any person on any basis including religion, age, gender, national origin, sexual orientation or race.

The IPSTC policies, benefits and rules, as explained in this Manual, may be changed from time to time as business, employment legislation, and economic conditions dictate. The IPSTC will make an effort to notify employees when an official change in policy or procedure has been made for their own up-to-date knowledge about IPSTC policies, procedures, benefits and working conditions.

This Human Resource Policies and Procedures Manual is an integral part of IPSTC’s internal control environment and as such, employees are expected to abide by the rules herein.

Except as required for administrative purposes, the contents of this Manual should be treated as confidential. The manual should be retained by the Head of Finance & Administration & Line Managers who will ensure that it is accessible to all staff and who will interpret its contents to staff when the need arises from time to time.

Brigadier Robert Kabage
Director

DEFINITIONS

For the purpose of this manual: -

Allowance	Shall mean monetary benefits a staff member is entitled to receive, such as education allowance, housing allowance, subsistence allowance, acting allowance and so forth.
Appeals Committee	Means an <i>ad-hoc</i> committee appointed by the Director to handle appeals directed to it.
Beneficiary	Shall mean any person appointed or designated as such, by the staff member, as a recipient of benefits, resulting from incapacity or death of that staff member, or former staff member of IPSTC.
Casual employee	Shall mean a person engaged by the IPSTC for a period not longer than 24 hours at a time and whose payment is at the end of each day
CMB	Shall mean Centre Management Board
Consultant	Shall mean a specialist engaged by IPSTC to carry out a specific assignment, within a specified period of time, for a fee.
Daily rate	Shall mean a figure obtained by dividing the monthly salary by the number of days in a calendar month.
Dependents	Shall mean a spouse and/or a maximum of four dependent children.
Disciplinary Committee	Shall mean a committee set up to handle disciplinary matters.
Dismissal	Shall mean the separation of a staff member from the service of the IPSTC, as a result of gross violation of these human resources policies.
IPSTC	Shall mean International Peace Support Training Centre.
Fixed term employment	Shall mean an appointment that is for a stipulated period, as specified in the letter of appointment.
Home leave	Shall mean leave taken by an entitled staff member of the IPSTC once in two years, the travel expenses of which are paid by the IPSTC.
JCB	Shall mean Joint Control Board
KMOSD	Shall mean the Kenya Military of State Defence
Leave	Shall mean the official time off duty in form of annual leave, special leave, sick leave, maternity/paternity leave, study leave or compassionate leave.
Misconduct	Shall mean a breach of these Service Regulations.
Official holidays	Shall include national holidays of the host country.
Overtime	Shall mean any additional hours worked in a day over and above the official working hours.
Probationary period	Shall mean a period of observation, during which a staff member who wishes to be confirmed in the service of the IPSTC shall demonstrate, through his professional competence, good conduct, physical and mental fitness, that he/she is capable of assuming duties and responsibilities of a staff member of the IPSTC.
Professional staff	Shall mean a staff member with special knowledge or professional qualification(s) and specifically recruited for a clearly defined job.
Project staff	Shall mean staff employed under a project, wholly supported with extra-budgetary funding from a cooperating partner.
Promotion	Shall mean the advancement of a staff member to the next step, within the same grade, upon being given a satisfactory performance appraisal.

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Salary	Shall mean the basic salary paid to a staff member on a monthly basis, for services rendered to the concerned Structure.
Seconded Officer	Shall mean an officer seconded by a Member State of the IPSTC, assigned for the purpose of serving in IPSTC, including commissioned, non-commissioned Officers or other service personnel.
Separation	Shall mean cessation of a staff member from IPSTC services, as a result of resignation, dismissal, termination of appointment, expiration of contract, retirement, personal disability or conviction, leading to imprisonment or death.
Serious breach of contract	Shall mean an offence that is deemed to be gross violation of these Human Resources Policies & Guidelines, the terms of the staff member's contract and/or standards of integrity of behaviour.
Service gratuity	Shall mean the terminal benefits a staff member on a contract shall receive upon completion of his/her respective contract.
Staff member	Shall mean any person appointed to any of the IPSTC structures in the categories of Professional, General Service or Local Staff.
Supervisor	Shall mean the School Commandant or Head of Department as appropriate.
Temporary staff member	Shall mean a person who is employed for a period not exceeding six months.
Wages	Shall mean payment made on a daily or weekly basis to a casual employee.

1. PURPOSE, SCOPE AND APPLICATION

These regulations embody and define the conditions of Service, the basic rights and obligations of staff members of IPSTC, and are a guide to the Human Resources management practices of IPSTC.

These regulations should also enable IPSTC attract and retain in its service the most highly qualified staff who meet the highest standards of efficiency, competence and integrity.

Subject to Paragraph 1.9, these regulations shall apply to all contractual staff of the IPSTC, irrespective of their duration of contracts. The regulations shall not apply to KMOSD Staff, seconded military officers and Consultants. The salaries, allowances and other benefits of seconded officers shall remain the responsibility of the seconding partner while the conditions of service for consultants and facilitators shall be stated in their contracts.

1.1 Purpose of the HR Policies

This HR Manual establishes policies, procedures, benefits, and working conditions that will be followed by all IPSTC employees as a condition of their employment. IPSTC wishes to establish conditions of employment that are: recognised clearly as being fair to the interests of those concerned; encourage staff to take a sincere interest and pride in IPSTC and its work; and to exert their best talents and efforts in the discharge of their responsibilities.

The Terms and Conditions of Service are, therefore, laid down to ensure the orderly running of IPSTC and to set out the professional standards required of employees. These regulations should be carefully studied, as they constitute an integral part of the expectations of the IPSTC.

The purpose of these HR policies is also to establish a solid base from which the Firm can manage its HR affairs effectively and with due regard to the complexities of its operations and the individuality of its staff. Additionally, the manual is aimed at letting employees know what is expected so they have the opportunity to perform effectively.

The quantification of certain benefits and allowances, which are subject to review from time to time, has intentionally been omitted from this manual so as to avoid the issue of amendments, which may be necessary from time to time. This information will however be issued separately and will also be available to employees on request. The Finance and Administration can be contacted for this.

Unless specifically permitted in a stipulated HR policy, entitlements set forth in this document may not be accumulated, converted to another entitlement or paid in cash or kind. An entitlement not used as set forth in the policy statement is therefore lost and cannot be reclaimed. Under unusual circumstances the Director may make exceptions to this statement.

This manual contains general statements of policy but not detailed procedural guidelines.

1.2 Application

The provisions of the HR Manual shall apply in full to all permanent, fixed contract and part-time employees of IPSTC. Sections applicable to staff employed on casual basis will be stipulated in their terms of engagement.

1.3 Interpretation and Implementation

Interpretation and implementation of these Regulations is vested in the Director of IPSTC.

Where the interpretation and implementation of these Regulations relates to disciplinary or other adverse measures adversely affecting the rights of a staff member, the Director of IPSTC shall consider appropriate legal advice before taking action.

A staff member who is aggrieved by the decision of the Director of IPSTC relating to the interpretation and implementation of these Regulations relating to disciplinary processes may appeal to the Appeals Committee.

Once a staff member appeals against a decision under the provisions of these regulations, the Director shall ensure that the appeal petition is relayed to the respective organ.

Where these Human Resources Policies & Procedures are in disagreement with the Employment Act of the day, the Act takes precedence. The current Employment Act 2007 applies.

1.4 Delegation of Powers

The Director IPSTC is empowered to delegate to a senior member of the IPSTC any powers conferred to him/her or imposed on him/her by the Joint Control Board.

1.5 Review of Rules and Regulations

These Human Resources Policies & Procedures may be reviewed, amended or modified. For any of these changes to occur, the Heads of Departments shall submit proposals to the IPSTC for consideration by the CMB.

1.6 Employee Responsibility

In accepting appointment by IPSTC, with its terms, conditions, guarantees and emoluments, staff members attest their intention to abide by IPSTC's policies and procedures and accept the responsibilities set forth below:

- 1) Staff members shall be responsible, on appointment, for supplying whatever information that may be required for the purpose of determining their status under the staff policies or of completing administrative arrangements in connection with their appointments. Specifically, this requirement shall include information and certification as to age, nationality, identity card/passport/visa, marital status, dependants, designation of beneficiary and home base. They shall be responsible also for promptly notifying the Finance and Administration Office, in writing, of any subsequent changes affecting their status under these policies.
- 2) A staff member who is arrested, charged with an offence other than a minor traffic violation, summoned before a court of law as a defendant in a criminal proceeding, or convicted or imprisoned for any offence other than a minor traffic violation shall immediately report the fact to the Finance and Administration Office through the Head of the relevant Department.
- 3) Staff members may at any time be required by the Head of Department (HOD) or Finance and Administration Office to supply information concerning the facts anterior to their appointment and relevant to their suitability or concerning facts relevant to their integrity, conduct, and service as staff members.

2. RECRUITMENT & SELECTION

2.1 Policy Statement

IPSTC uses a number of methods to encourage qualified personnel to apply for jobs. These include posting notices of job openings on organization notice boards to alert personnel of openings and advertising and maintaining relationships with staffing sources including recruitment agencies, colleges and universities. Depending on the type of position, open recruiting efforts may be local or international.

2.2 Authority for Employment

The Director has authority for the engagement of all contractual staff in conformity with the approved manpower strength, and he/she may be assisted in this by the CMB. The employment of contractual staff may be made only in established wage/salary positions and at the established rate or within the established range for a position. Every candidate must fill the Employment Request Form. The Director may delegate authority to the Heads of Department for engagement of contractual employees.

Casual positions are not included in the personnel strength. The Director has authority for employment of casual employees as required for period not exceeding two months at a time. The Director may delegate authority for employment of casual employees to the School Commandants within the stated time limit.

2.3 Responsibility for Effective Employment

Employment of all contractual personnel shall be effected through the Finance & Administration Department.

The function of the Finance & Administration Department in effecting employment in accordance with the foregoing will be to identify qualified applicants based on the responsibilities and qualifications as outlined in the job description for that position. Finance and Administration department will then refer them to the appropriate employing Department for final selection and approval of employment.

2.4 Recruitment process

IPSTC shall normally conduct recruitment of long term contract employees through an open and competitive process. Job vacancies shall be placed in major newspapers, posted on the organizational website, and circulated through email networks. Adverts shall state the key job responsibilities and qualifications required. The Director may in exceptional cases, after consultation with relevant managers as the case may be, waive the broad public advertisement requirement where this is viewed to be ineffective, provided this exception is documented. Employees of IPSTC interested in vacant positions shall apply and fulfil all application requirements.

Following the advertisement deadline, all applicants shall be screened at the end of the closing period from the time when the advert was sent and a short-list prepared for the interviewing board.

Qualified persons already in the employment of the IPSTC should be considered for assignment to any position(s) commensurate to their experience and qualifications when such vacancies occur. Other things being equal, it is IPSTC policy that preference is given to qualified persons already in the IPSTC employment as against outside applicants. This policy does not imply any lowering of position qualifications to permit the assignment of current employees to position vacancies. However, current employees who are qualified by training/experience for vacancies in higher-level positions are to be preferred to outside applicants as an important incentive to high-level performance throughout the organisation.

The serving and qualifying Staff shall be allowed to apply for a vacant post without prejudice to their contracts at the time.

The Finance & Administration Department shall maintain a file of employment applications of qualified applicants for consideration when vacancies arise.

Applications for employment shall be made on **Application for Employment Form (Form 1)**. Prior to employment, educational references (final school attended) shall be checked. Payroll record number shall be assigned.

Reference checks will be done through mail and telephone. Such checks for candidates without previous work experience may be done after employment, while for those with experience the same will be sought from previous employers by telephone before employment.

2.5 Criteria for selection

Applications received shall normally be assessed by at least two persons including the Head of Department/ Supervisor. Full documentation regarding the recruitment process and basis of appointment shall be maintained in a confidential recruitment file for at least three years after first recruitment.

Selection of employees shall be based on the ability to get the work done effectively, reliably and with quality. Criteria to be considered shall vary depending on the position, but shall normally include work experience, academic background, commitment to IPSTC mission and values, demonstrated skill level, letters of reference, and performance during interview. These criteria shall be applied fairly and flexibly rather than rigidly. Minimum qualification requirements may be waived where the candidate who does not possess them is regarded to be best able to fulfil work responsibilities provided such a waiver is warranted and documented.

2.6 Diversity and non-discrimination

IPSTC is an equal opportunity employer. In the course of recruitment and employment, IPSTC shall not discriminate against anyone on the basis of race, ethnicity, place of origin, age, sex, sexual orientation, marital status, origin, disability, creed, political belief, religion or HIV status, unless a person's status impairs the effective performance of his/her duties at IPSTC.

Wherever possible, emphasis shall be placed on encouraging qualified women and people with disabilities to apply. Recruitment may also take due account of the need for diversity and balance in the workplace, provided this does not compromise the competence of the employee.

2.7 Employment Procedures

2.8

The following documents are completed or obtained for all newly engaged contract employees as indicated:-

- 1) Copy of Identity Card/passport/birth certificate as evidence of birth.
- 2) Passport photographs (2)
- 3) A letter of appointment signed by the Finance & Administration Manager
- 4) Confidential information (Bio-data)
- 5) Declaration of conflict of Interest
- 6) Personnel Control Form
- 7) Probationary Period Call-Ups.
- 8) Report of Medical Examination. This is compulsory for all employees working within the Accommodation facilities handling food.
- 9) Designation of Beneficiary - Staff Pension/Provident Fund.
- 10) Replies to Reference Inquiries from personal references.
- 11) Banking Instructions (except for casuals)
- 12) Certificate of medical fitness

At the time of employment a Personnel File is established for every individual to be maintained in the Finance & Administration Department.

All IPSTC employees shall provide a certificate of medical fitness from a recognized medical facility for clearance by the Head of finance and administration before the reporting date. The employee shall bear the cost incurred to obtain a certificate.
(See annex 3)

The offer of employment shall be confirmed in writing to all newly engaged salaried employees. The offer of employment letter shall stipulate rate, duration of probationary period (for contract employees) among other details.

Candidates need to sign and return the contract prior to employment.

2.8 Employment Procedures – Casual Employment

The Casuals hiring in both Schools will be done by a panel comprising the SO2 Coordinator and the Facilities Manager. The panel will deliberate on requirements about Casuals hiring and forward through Commandants to IPSTC Headquarters for approval.

A printed contract shall be issued stipulating terms and conditions of casual employment and shall be signed by the staff indicating acceptance of the same. Copies of I.D. card & Certificate of Good Conduct for all casual workers must be maintained.

In addition, personnel working in accommodation facilities and handling food must undergo regular medical reviews as required by the public health act

2.9 Employment - Age Limits

The IPSTC will not employ persons in any capacity, or under any contract, who have not attained the age of 18 years.

2.10 Personnel Classification

2.10.1 Classification of Employment Status

2.10.1.1 Fixed Term Contractual Staff

A Fixed Term Contractual employee is one who has successfully completed the necessary probationary period and appointed on a contract of one or two years renewable subject to performance appraisal and a retirement age of 60 years.

If IPSTC does not intend to renew the contract of a Fixed Term Contractual staff member, the Head of Department in conjunction with the Director, shall inform the staff member of this decision one (1) month before the expiry of the contract.

A staff member who does not intend to renew his/her contract shall inform the appointing authority one (1) month before the expiry of the contract.

A staff member confirmed in his or her appointment will continue to serve from the date of issuance of his/her letter of appointment until such a time as notification of termination given either by the staff member or IPSTC expires or he or she is retired or dismissed.

If a staff member remains in active service beyond the period of a contract that has not been renewed, the staff member shall be deemed to be in continuous service and shall be entitled to his or her emoluments until he/she is effectively separated from the service or a renewal letter for the contract shall be issued to that effect.

2.10.1.2 Consultants and Facilitators

These are engaged for a specific period assigned to a function or activity of a temporary nature and are not eligible for any employee benefits. At the time of engagement, the consultant is informed of the duration of his assignment, and that his services will be terminated upon the expiration of that period. The conditions of Service for consultants and facilitators shall be stated in their contracts.

2.10.1.3 Casual Employees

A casual employee is one who is engaged on daily rate of pay and for not more than a period of 24 hours at a time and are not eligible for any employee benefits. An employee in this category may be employed for a period not exceeding two (2) months of continuous service in conformity with the Kenyan labour laws. The conditions of Service for casual staff shall be stated in their contracts.

2.10.1.4 Interns

Policy Statement

To ensure that IPSTC primary commitment to building capacity interns or attachés will be given an opportunity to work within IPSTC.

The persons applying for internship must be at least 3rd year students at recognized institutions of learning.

Internship

Any short-term, supervised work experience usually related to a student's major field, for which the student earns academic credit. The work can be full- or part-time, on- or off-campus, paid or unpaid.

The interns will be exposed to a working environment to gain valuable work experience and learn certain skills that are in line with their area of study and career aspirations.

Stipend

This is a monthly allowance to cover incidentals for example transportation and meals expenses incurred while on duty. Interns at the IPSTC are entitled to a Monthly stipend of Kenya shillings **(Ksh) 10,000.00**.

Procedure

Students on internship will be paid a monthly stipend calculated on a daily basis to cover their incidental expenses. An internship shall not exceed a maximum period of 6 months in any one year from the time of entry. All persons performing internship shall be expected to have accident insurance cover at their own cost. Assistance for any medical emergencies will be provided through first aid and transportation to a medical facility. Interns shall be expected to adhere to the rules and regulations as set out in this manual.

In addition, it should be noted that interns should not be recruited to fill vacancies, as the idea of the internship is not to get cheap labour. However, some internship opportunities may lead into employment by IPSTC.

The maximum numbers of interns that can be financed will be greatly influenced by the budgetary allocations.

Placement comes to an end after six months from the day of inception. Extension of the placement can be considered on application.

Within the six months, either party hereto may terminate this agreement by giving one-week written notice to this effect.

2.10.2 Status Changes

2.10.2.1 Classification Changes

Changes in classification may involve promotion to a higher grade, demotion to a lower grade or a lateral change, i.e. a change in classification without change in salary/wage group. These changes are classified as follows:-

2.10.2.2 Promotion

The provisions of the Salary Policy apply.

Promotions should not be confused with acting appointments, which are temporary assignments to the work of a higher grade without a change in the employee's contract classifications. Promotions are assignments to a higher grade on a contract basis involving a change in the employee's contract classification.

2.10.2.3 Demotion

Salaried personnel - the provisions of the Salary Policy apply.

2.10.2.4 Lateral Change

A lateral change is not a promotion or a demotion. The employee's job classification changes with the rate of pay remaining the same.

2.10.2.5 Transfers

A transfer is a change in the employee's work assignment for an indefinite period. It may involve a change in base from one location to another or may involve a change from one department or office to another in the same location.

2.11 Contract requirement

- 1) All appointments who shall receive any compensation shall be on contract terms. All persons engaged shall be provided with a contract and shall not commence with employment or service prior to the contract having been signed by both parties.
- 2) All contracts shall specify: name of employee, address/place of recruitment, job title, job description/key responsibilities, contract duration, remuneration (if any), and any other relevant information.
- 3) A contract shall not be considered valid unless signed by the Director and stamped with the official Organization stamp.
- 4) All contracts shall be maintained in the personal file of the employee.

2.12 Confirmation of appointment

Prior commencing work the new employee will receive the following:

- 1) Contract signed and stamped by the Director
- 2) Job description signed by the Director
- 3) IPSTC Human Resource Policies and Procedures Manual

The employee shall be given reasonable opportunity to read these documents and to seek clarification as needed. Upon satisfaction, the employee shall return two signed copies of the contract to signify his/her understanding and acceptance of the full terms of the appointment.

2.13 Probationary Period

All clerical, supervisory and management employees engaged on fixed term contract employment are subject to a probationary period of 3 months.

The probationary period may be extended for a further maximum period of 3 months on recommendation of the supervisor. The employee concerned will be advised in writing.

During the probationary period the employee's services are subject to termination at the discretion of the IPSTC with two weeks' notice or pay in lieu of the notice and without explanation of the cause.

Call-ups shall be established, one month prior to expiration of the probationary period so that a timely decision can be made as to whether a probationary employee shall be confirmed in contract employment or terminated prior to expiration of the probationary period. A post probationary review may be done by the supervisor the basis upon which a notice of confirmation may be issued to the employee.

Medical cover shall be extended to probationary employees.

2.14 Induction

2.14.1 Responsibility of Finance & Administration Department

- 1) Develop an announcement about the new employee. This should be posted at least **two days before the employee's starting date**.
- 2) Facilitate employment requirements for new employees to fill out and sign within their first working day (i.e. Personal Information and Employment History Form, Medical Insurance Form, Non-Drugs and Alcohol Use Agreement, Payroll forms, Conflict of Interest Forms).
- 3) Ensure that necessary payroll forms are completed and processed within two days of the new employee's start date. **New employees who may not have a bank account will be assisted to open one with a bank of their choice.**
- 4) Ensure the new employee is provided with documents i.e., Contract of Employment, Job Description and Human Resource Policies and Procedures Manual necessary for employment.
- 5) Ensure that an induction program is ready on the new employee's first working day. The Training Officer needs to co-ordinate the date and time with their immediate supervisor on the orientation program.
- 6) Ensure office space and equipment is in place.
- 7) Organize any office requirements, e.g. computers or e-mail for the new employee.
- 8) Provide support and act as a consultant to assist supervisors in facilitating the induction process successfully.
- 9) A tour of organization facilities and introduction to all other staff members

2.14.2 Responsibility of the new Employee

- 1) Learn about IPSTC and actively participate in the induction process.
- 2) Participate in the orientation program and provide a written report of their understanding of IPSTC within 2 weeks of completion of the orientation/induction program.

2.15 Staff Members Beneficiary

At the time of appointment, a staff member shall nominate a beneficiary or beneficiaries in writing. It shall be the responsibility of a staff member to notify the Head of Finance & Administration of any revocations or changes of beneficiaries.

In the event of death of a staff member, all amounts of money outstanding to his/her credit shall be paid to the nominated beneficiary or beneficiaries, subject to the Staff Regulations. Such payment shall afford IPSTC complete release from all further liability in respect of the sum paid.

If a nominated beneficiary does not survive, or if a designation of a beneficiary has not been made or has been revoked, the amount of money outstanding to the credit of a staff member will, upon the staff member's death, be paid to his/her estate.

2.16 Orientation Program

The orientation program contains various topics essential for the new employees' basic understanding of IPSTC's work life. Key personnel considered to be most familiar with the subject matter will conduct the orientation.

On the 1st working day, the new employee will accomplish the necessary employment papers to be administered by the Finance and Administration department.

The new employee will be briefed on the orientation program (this may be conducted either in a training type situation or one-to-one). The orientation should at least include the following:

- 1) Organizational Chart/ Departmental Structure /Working relationship with other personnel
- 2) A brief on IPSTC HR policies and procedures.
- 3) Job Description
- 4) Training and Development Policy
- 5) Welfare Fund (if applicable)
- 6) Conflict of Interest
- 7) Benefits
- 8) Office Safety Procedures
- 9) Use and Care of Office Facilities
- 10) Introduction of new employee to other members of staff and tour of organization facilities
- 11) The new employee should finish the majority of both the induction and orientation within the first three weeks of their employment.

2.17 Job Descriptions

Policy Statement

All positions in the organization are defined by a job description as described by the Head of Department. Job descriptions record:

- 1) Major responsibilities, associated tasks/ duties,
- 2) Expected performance standards
- 3) Skills and qualifications of the position holder,
- 4) Supervisory relationships for specific titles.

They do not list every task an employee has to do in their job nor are they intended to limit the work assignments which supervisors may require of the employee.

2.18 Revision of Job Descriptions

If an employee is consistently performing duties which are different from those described in the job description, the job description should be revised to reflect what is actually being done. An employee may not refuse a work assignment merely because it is different from or not covered by the job description. Revisions to job description must be reported to the Head of Finance & Administration so that responsibilities are compatible with other requirements in the organization.

2.19 Employee Records and Retention

Policy Statement

This policy statement provides the system for recording and storing employee records.

2.19.1 Employee Record File

Employee Record Folder will be maintained by the Finance & Administration Department.

This folder shall include such information as the employees' application for employment, verification of references, payroll data, supervisory evaluations of performance, etc.

The information contained in the Employee Record File is classified as "Confidential" The contents may be made available to an employee at the employees' request, or supervisors may answer specific questions relating to information contained in the folder. The organization will restrict internal access to employee records to those officials with a clear "need to know" basis.

2.19.2 Updating Employee Records Folder

The organization refers to the Employee Records File when certain decisions need to be made. It's to the employees' benefit to forward current information, e.g. on completion of educational or training courses, and areas of interest and skills that may not be part of your current position here to the Finance & Administration Department.

Information update can be important to the employee with regard to pay, deductions, benefits and other matters. If an employee has a change in any of the Employee Records Checklist items it is their responsibility to notify the Finance & Administration Department as soon as possible:

Coverage or benefits that the employee and the dependents may receive under the organizations' benefits package could be negatively affected if the information in the personnel file is incorrect or obsolete.

2.19.3 Records Disposition

The Employee Record File is under the custody of the Finance & Administration Department. The folder is active till separation of employment with the organization.

The active folder is removed from the active files six (6) months after separation from employment.

At that time the folder is placed in the organizations Inactive Employee Records Storage File where it is held for a period of seven (7) years and then discarded unless there exists unresolved dispute regarding the employee.

3. SEPARATION

Policy Statement

This policy describes the circumstances under which an employee ceases to become an employee of IPSTC (i.e. is „separated“) and the rights and benefits that shall be applicable in each case.

3.1 Grounds for separation

2.1.1 An employee may cease to be employee of IPSTC under the following circumstances:

- 1) On medical grounds
- 2) Failure to satisfactorily complete probation period
- 3) Termination on misconduct on disciplinary grounds
- 4) Performance assessed to be unsatisfactory or below expectation in annual appraisal
- 5) Redundancy of the employee“ s position
- 6) Expiration of contract
- 7) Death of the employee
- 8) Either party providing minimum notice
- 9) By mutual agreement between IPSTC and the employee

The circumstances leading to separation, minimum notice required and benefits due are summarized in the following table and elaborated further below:

Circumstance	Minimum Notice	Benefits due
Medical grounds	After 60 working days of illness, if declared unfit for work by a medical practitioner	Accrued pay, Gratuity pay, accumulated annual leave ,certificate of service and benefits of group accident coverage where applicable to the extent provided by provider
Unsatisfactory probation	IPSTC to provide - (2) two weeks notice - (1) One day if the employee is employed on daily or weekly basis	Accrued pay, accumulated annual leave
Termination on gross misconduct	None	Accrued pay, accumulated annual leave, certificate of service
Staff appraisal below expectation or unsatisfactory	IPSTC to provide notice of 1 (one) month (or payment in lieu of notice), or up to end date of contract if it expires earlier	Accrued pay, accumulated annual leave, certificate of service.
Redundancy	IPSTC to provide notice of one (1) month (or payment in lieu of notice), or up to end date of contract if it expires earlier	Accrued pay, gratuity pay, accumulated annual leave and certificate of service
Expiration of contract	None	Accrued pay, gratuity pay, accumulated annual leave and certificate of service

Death of employee	None	Accrued pay, gratuity pay, accumulated annual leave, health insurance and/or group accident coverage to the extent provided by providers
Ending contract by mutual agreement	As mutually negotiated by IPSTC	Accrued pay, gratuity pay, accumulated annual leave, certificate of service and other benefits as mutually negotiated, not exceeding normal provisions

3.2 General considerations

Both IPSTC and the employee shall seek to minimize disruption to the work of IPSTC and life of employee to the maximum extent possible.

The party initiating the separation shall strive to inform the other of its intention to separate as far in advance as possible. However, the following „minimum notice“ requirements shall apply, unless explicitly stated otherwise in the employee’s contract:

Contract with	Minimum notice or payment in lieu of
Any position while on probation	2 weeks notice and 1 day if the employee is employed on daily or weekly basis
Fixed term contract employees	(1) one month notice or payment of (1) one month gross salary in lieu of notice

All notices regarding separation or other changes to contract shall be served in writing and must be signed by the Director.

3.3 Details per ground for separation

3.3.1 Medical grounds

An employee who has been on sick leave for 60 (sixty) working days in the past sick leave cycle shall be examined by a certified medical practitioner recognized by IPSTC, and if he/she is declared unfit to continue working the Director may, after consultation with the relevant managers, terminate the employee’s contract on medical grounds. In such an event the employee shall be entitled to all applicable benefits as stipulated herein.

3.3.2 Unsatisfactory probation

An employee who is not confirmed after serving on probation may have his/her contract terminated with notice of two weeks or half month’s pay in lieu of notice.

3.3.3 Termination on gross misconduct

An employee who is terminated on gross misconduct shall not be entitled to advance or any notice, accrued leave or any other termination benefits whatsoever, except for payment of basic salary and pension contribution up to the date of termination on misconduct.

3.3.4 Unsatisfactory appraisal

The Director may, at his/her discretion, provide an employee assessed to have performed unsatisfactorily or below expectation additional time to improve performance or terminate the employee's contract by providing minimum notice.

3.3.5 Redundancy

The JCB may determine to make a position redundant, subject to the provisions of the Laws of Kenya, where the position is seen to be no longer in the interest of IPSTC. In such cases the Director shall strive to inform employees of its intention as far in advance as possible. IPSTC shall be required to provide minimum notice or payment in lieu of notice. In this case the employee shall be entitled to accrued leave pension, severance pay and certificate of service.

3.3.6 Expiration of contract

Upon expiration of the employment contract, the employee shall be paid terminal benefits as stated in the said contract. In this case the employee shall be eligible to use up earned leave prior to end of contract. In the event that the employment contract with IPSTC is not renewed after expiry, the employee shall have the right to claim pension payments, severance payments and a certificate of service.

Employment contracts may be renewed by mutual agreement of both parties, and there shall not be any assumption of automatic renewal. However, both parties shall seek to provide advance notice of at least one month of its intention or desire to renew the employment contract.

3.3.7 Death of employee

If the employee dies, the officially designated next of kin of the employee shall be entitled to receive full payment of salary until the last day of work and payment of unused annual leave on a prorated basis. The next of kin may also be eligible to receive certain benefits from the health care provider depending on the level of coverage subscribed and the rules of the health provider. Where the death of the employee is caused by accident or injury his/her next of kin may also be eligible to receive compensation from the group accident insurance cover depending on the level of subscription and the rules of the insurance provider.

3.3.8 By provision of minimum notice/ Resignation by the employee

At any time, either IPSTC or the employee may terminate the employment contract by providing minimum notice or corresponding payment in lieu of notice. An employee who has provided minimum notice shall not be entitled to take annual leave during the notice period unless the Director determines granting leave shall not disrupt the work of IPSTC. Where the Director has provided minimum notice the employee shall be entitled to take accrued leave during the period of minimum notice. An employee whose contract is terminated through provision of minimum notice shall be eligible to receive accumulated pension.

3.3.9 By mutual agreement

At any time, either IPSTC or the employee may agree by mutual agreement to terminate the employment contract at a time to be mutually negotiated. An employee whose contract is terminated through provision of minimum notice shall be eligible to receive pension, and other benefits if any in accordance with the terms of the mutual agreement, provided that the benefits do not exceed what would have otherwise been normally provided.

3.4 Types of Termination

Types of termination are resignation, redundancy, involuntary termination and dismissal. While retirement involves cessation of employment, it is not considered a form of termination in this context. Retirement age at IPSTC is 60 years.

Resignation is a voluntary termination at the volition and initiative of the employee. Redundancy means termination of employees whose services are surplus to personnel requirements. Involuntary termination means termination on the initiative of the IPSTC for his own fault. It includes termination for unsuitability or inadequacy for the requirements of the available position. Dismissal means involuntary termination for gross misconduct, i.e. for a willful act or acts of the employee usually involving, serious indiscipline, serious breach of IPSTC regulations or rules of conduct, adversely affecting the IPSTC.

3.5 Notice of Termination

Except in the case of dismissal for gross misconduct, the IPSTC will give one calendar month's prior notice of termination to contractual employees who have completed their probationary period or pay in lieu thereof. The month's notice or pay may start on any day of the month.

In the case of contract employees, who have not completed their probationary period, the IPSTC will, except in the case of dismissal for gross misconduct, give two (2) weeks prior notice or pay in lieu.

Contract employees (both Fixed Term and Short Term) who have completed their probationary period are required to give one month's prior notice of intention to resign. Such notice may commence on any day of the month. The IPSTC may waive the required notice in whole or in part.

3.6 Payment of Accrued Annual Leave

Terminated employees shall be paid the value of accrued annual leave at the time of termination provided the employee has completed more than 1 month of service. Computation of accrued leave for this purpose will be made to the nearest completed month of service reckoned from the employee's anniversary date of employment or, in the case of re-employed or reinstated employees, from the date of such re-employment or re-instatement.

3.7 Redundancy

In recognition of loyal service to the organization, all employees who retire will be honored through an activity arranged by IPSTC.

An employee's job may be declared redundant due to organizational change which may phase out job activities resulting in loss of employment at IPSTC. The Finance & Administration Department will give the affected staff a Letter of Recommendation/ Service.

Redundancy shall be subject to Trade Dispute Act Chapter 234 of the laws of Kenya. Any position rendered redundant by virtue of change of project or because of nature of business challenges shall be severed tandem with the labour laws of Kenya at the rate of 14 days for each year worked or ex-gratia.

3.8 Procedure in Case of Termination

All resigning employees are interviewed by the responsible supervisor and, if practicable, the Head of Finance & Administration in order to determine and record the reason for resignation. The object is to remove causes of resignation which can and should be corrected. A certificate of service in letter form shall be provided to the employee in all cases of termination. The certificate shall state the capacity and period in which the employee was employed. Individual letters of recommendation may be provided to employees by the IPSTC or by supervisory personnel. Prospective employers who apply to the IPSTC will be furnished a confidential reply to reference inquiries in the form requested. The Head of Finance & Administration shall prepare such letters in consultation with the responsible supervisor.

If an employee was transferred at IPSTC request during the course of employment and requests repatriation to the point of original engagement within a period of not exceeding thirty days following termination date of active service, such repatriation will be granted except in the case of the employee's dismissal for gross misconduct.

An employee who commits an offence is subject to disciplinary action depending on the nature of the offence. Disciplinary action will be taken in cases where good reasons and clear evidence exists. It is the policy of the company that disciplinary action should be:

- Appropriate to the nature of the offence that has been committed;

- Consistent with set precedence, within the provisions of the HR Policies;

- Subject to the terms and conditions of the employee's contract of employment;

- Recorded and placed on the employee's file for future reference;

- Fair, since in all disciplinary cases employees will be allowed to make their representations and will have the right to appeal, after the disciplinary decision has been conveyed to them;

- Consistent with the provisions in the Employment Act Revised Edition 2010.

The disciplinary procedures apply to all employees IPSTC (see section 18 of this manual).

It is the responsibility of each supervisor to ensure that all employees conduct themselves in accordance with the company's procedures and expectations.

Where an employee fails to adhere to the laid down company procedures or expectations, the immediate supervisor will take necessary action to rectify the situation. Where a supervisor is unsure of the procedure, the Head of Finance & Administration will provide guidance on the appropriate measures.

4. EXIT INTERVIEWS

Policy Statement

Knowing why an employee has decided to leave can provide the IPSTC with valuable information. This procedure describes the actions to be taken when an employee resigns.

4.1 Non-Supervisory Employees

When a non-supervisory employee resigns, the supervisor shall attempt to ascertain the reason for resignation (opportunity, more money, etc.). This can be done informally. Any information should be noted in the employees' personnel folder.

4.2 Supervisory Employees

4.2.1 Exit Interviews

The IPSTC has a high investment in the development of supervisory level employees. This includes sponsorship of employees in training, seminars etc. Therefore, whenever an employee at a supervisory grade level resigns, an exit interview will be conducted.

4.2.2 Policy for Exit Interviews

Exit interviews WILL NOT be conducted by the employee's immediate supervisor. Instead, the Office Administrator, or a duly authorized delegated office will arrange and conduct the interview.

4.2.3 Procedure for Exit Interviews

All resigning employees will be requested to complete an "Exit Interview Questionnaire". This will be done prior to the interview meeting. The Head of Finance and Administration or a representative will conduct the meeting, and will go over the comments made by the employee on the Exit Interview Questionnaire. It is important to obtain as much information as possible when an employee has indicated dissatisfaction with any aspect of his or her job or an area of IPSTC management or policy.

If the interviewer feels that additional information is needed, he or she will then interview the resigning employee's supervisor. The interviewer has the responsibility to try and determine the accuracy of the employee's stated reasons, the supervisor's responses (if any) and to ensure that these are appropriately recorded in the files. Any extraordinary findings shall be recorded.

5. OPERATIONAL POLICIES

5.1 Official Working Hours

Policy Statement

The organization sets the required working hours as per the Law.

5.2 Scope

This is applicable to all staff.

5.2.1 Anniversary Date

The first day you report to work is your “official” anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Manual.

5.2.2 Business Hours

Departments are required to establish normal working time as per industry practice and within IPSTC established policies.

In certain circumstances, however, it may serve the best interest of the organization to deviate from this.

Department heads are authorized to make exceptions when such exceptions are needed in order to aid the organization in carrying out its functions or where adherence to the contract schedule is deemed not viable.

However, standard reporting times (Monday – Friday) are as follows:-

	From	To
Morning	8.00 a.m.	1.00 p.m.
Afternoon	2.00 p.m.	5.00 p.m.

The reporting times for the dining facilities staff are:

	Shift A	Shift B
Chefs	5.00am – 2.00pm	11.00am – 8.00pm
Waiters/Panbashers	5.30am – 2.30pm	11.00am – 8.00pm
Mess cleaners	One shift from 7.00am – 4.00pm	

If flexible work schedules are considered necessary, they may be authorized on an individual basis by department heads. When it appears that such policies should be extended to groups of employees (a department, or a division) then approval must be made by the Head of Department through the Finance & Administration Department who is responsible for ensuring that these schedules are effective.

5.3 Late Coming and Absenteeism

The Management takes exception to this and departmental managers have ultimate responsibility for the management of absenteeism and late coming in their respective departments.

6. COMPENSATION POLICIES

6.1 Salary Administration

Policy Statement

Salary for all intent and purposes means the basic salary including house & transport allowances as indicated as payment to a particular staff. This does not include any other cash benefit that may be due to the employee. All IPSTC employees are carried directly on the payroll. No person may be paid directly out of petty cash for work performed. The broad objective of the compensation programme is to attract and retain qualified employees, promote high performing employees and thereby maintain and further the sound economic position of the IPSTC. IPSTC subscribes to a competitive salary structure established and maintained through salary surveys and through the study of pertinent economic data.

The salary structure for fixed term contract employees shall be determined and reviewed from time to time by the CMB who may also make adjustments when these are required by extenuating circumstances, such as unexpected funding constraints. No employee may be compensated at rates higher than provided for in the approved salary structure or in the Policies, unless authorized by the CMB.

All staff is entitled to a salary payment as per the Letter of Employment. Salary is subject to statutory deductions

6.2 Basis for Determining Pay

Pay is influenced by six factors:

- 1) Job value i.e. the nature, scope of the job
- 2) What other employers in the sector pay their employees for comparable jobs
- 3) Qualifications: education, skills and experience
- 4) Individual performance
- 5) Budget Considerations
- 6) Salary grade structure

6.3 Application

IPSTC applies the same principles of fairness and external comparability to all employees, regardless of organizational level, sex, religion, national origin, age, race or tribe.

Classification of all salaried positions in the IPSTC is based upon a completed position description. A job evaluation committee composed of the Director, the Chief of Staff, the Head of Finance & Administration and the respective Department Head shall classify the position into the appropriate salary group based on the nature and scope of the job.

All approved positions shall be reviewed once a year in July to ensure proper and current classification, to ensure that the salary structure accurately reflects the relative worth of all positions.

6.4 Establishment of Salary Range

Salary ranges for each salary group are established through periodical salary surveys. Recommendations for revision of existing ranges may be made by the Finance & Administration Department to the Director. Such recommendations must be based upon surveys of community compensation practice and include sufficient data to justify the proposed changes. The Director will review the recommendations and if he approves, the Head of Finance & Administration will recalculate the new ranges.

6.5 Salary Groups

To maintain competitive salary ranges, the salary group ranges will be periodically adjusted as required to reflect the trend of salary level and cost of living.

Salaries shall be administered within the approved ranges for applicable salary groups. Each salary group has the following reference points.

6.5.1 Minimum

The lowest salary at which a person with minimum qualifications for the position will normally be employed or assigned

6.5.2 Mid-Point

The mid-point in the range or the job value

6.5.3 Maximum

The highest point in the range

The salary groups for all job positions are contained in the salary structure.

6.6 Hiring Rates

New employees should normally be employed at the minimum of the group in which their position has been classified but exceptions may be made in the following areas:-

- 1) When hired individuals possess qualifications greater than the minimum job requirements.
- 2) When dislocations in local labour markets make group minimum impractical starting rates.

6.7 Salary Increments

Salaries increment for contract employees are usually formally reviewed on an annual basis. This is based on the Employee Appraisal System where staff performance appraisals and recommendations for staff are conducted in October every year, the recommendations approved by the CMB in November and effected in January the following year.

Recommended salary increments shall be implemented by the Finance & Administration Department. The increments will be accorded to an employee as determined by the following criteria:

- 1) Promotion based adjustment
 - a) A Promotional increase is one granted coincident with an employee's assignment to a new position which is in a higher salary group than the one he is currently classified.
 - b) Any subsequent increase necessary to bring the individual's salary to the new group minimum shall be considered as salary adjustment.
 - c) A promotion or demotion shall normally be signified by a change in the position title and grade level of the employee.
- 2) Cost of living adjustment. Once each year, usually in January, employees shall normally be entitled to receive a cost of living adjustment, provided budgets and funding situation can accommodate such adjustments. This adjustment shall be determined by the Director in conjunction with the CMB, and will take into account the official rate of inflation.
- 3) Performance based adjustment. Performance based adjustments shall normally be considered once a year after the annual employee appraisal, and usually take effect in January of each year. No increase should be granted to an employee whose performance is rated unsatisfactory. The percentage increases shall be based on established annual economic factors. All staff are appraised annually in October to provide the basis for the merit salary review.

Should an employee be demoted for whatever reasons, he will retain his current salary but future increments shall be based on rates pertaining to the new classification. A letter outlining his new status shall be issued to the employee concerned.

Under exceptional circumstances, the Director may adjust salary levels at other times and/or in a manner different than normal provided the reasons for this are provided and documented.

6.8 Pay Cycle

Payday is the 26th working day of the month. Employees are paid from the 1st working day through the last working day of the month. The pay period for all permanent employees is monthly in arrears, with salaries being processed no later than the last day of the month. Net payments are sent directly to the bank accounts of employees. No salary will be paid in cash.

Changes will be made and announced in advance whenever holidays or closings interfere with the normal payday.

6.9 Deductions from Pay check (Mandatory)

The Government of Kenya requires that certain taxes be paid. Employees' annual salary has been set inclusive of these taxes. The employee, by accepting employment with IPSTC is liable and subject to all mandatory deductions as stipulated by Laws of Kenya.

6.10 Prohibition of Payroll Advances

IPSTC does not give payroll advances to staff.

6.11 Error in Pay

Every effort is made to avoid errors in the pay check. In case an error has been made, notify the Finance & Administration Department immediately who will take the necessary steps to research the problem and assure that the necessary correction is made properly and promptly.

6.12 Limits of Authority

6.12.1 Salary Ranges

The establishment or revision of salary ranges of all groups rests with the Director.

6.12.2 Salary Adjustments

The Director has authority for approval of changes in salary for all employees.

6.13 Department Managers Responsibility

- 1) Adherence to and effective application of the Salary Administration Policy within their respective departments.
- 2) Reviewing periodically job descriptions and job specifications reflecting the purpose, duties and requirements of the job; advising the Head of Finance & Administration whenever the duties of a job or an employee change.
- 3) Appraising the performance of employees periodically.
- 4) Reviewing with the Head of Finance & Administration new engagements, promotions, transfers and the administration of individual salaries and approving related changes.

6.14 Control of Confidential Salary Information

- 1) An employee should only be informed of his own salary group and range.
- 2) Salary and salary group information should be available to Department Managers for the personnel under their supervision and to the Head of Finance & Administration as required for salary administration.
- 3) Inter-office correspondence containing individual salary and salary group/range information should be marked "Confidential".
- 4) All persons in possession of individual salary and salary groups/range information are required to keep such information in confidence.
- 5) All external correspondence containing individual salary and salary/group/range information should be marked "Confidential". Individual salary information should not be given over the telephone
- 6) Authorised disclosure of individual salary information may be made to credit and loaning institutions that are verifying information given by the employee. Such information must be authorised by the Head of Finance & Administration.
- 7) Disclosure of general salary group and range information may be given for compensation survey purposes where participation in the survey will be beneficial to the IPSTC. Salary information by named individual should never be given, but may be given by position title. If possible, the information supplied should be supplied as by salary

group/range or some other manner that will tend to obscure identification of individual salary.

6.15 Payroll Procedure

All Contractual employees' salary shall be paid through the individual's bank account at the end of each month.

6.16 Overtime

6.16.1 Authorisation for Overtime

Any hours to be worked overtime are to be approved in advance by the Department Heads to the Head of Finance and Administration using the Overtime Authorization request form.

6.16.2 Overtime Computation

Standard daily rates = Monthly basic salary/(21 working days)

Standard hourly rate = Standard daily rates/(8 hours)

Overtime rates shall be computed as follows:

Monday to Saturday – Standard rate @ 1.5 times the hours of overtime

Sundays and Public Holidays – Standard rate @ 2.0 times the hours of overtime

Only periods in excess of half an hour on any one occasion will count toward excess hours.

6.16.3 Time off in Lieu (TOIL)

An employee required to work overtime is to be granted TOIL for the extra hours worked and this should be entered on the employee's attendance sheet. Accrued TOIL is normally to be used within a month of an employee having worked the additional hours which entitled him/her to the TOIL. Only if TOIL cannot be granted as it is not possible to allow an employee to take the additional time off may payment of overtime may be requested. In such cases, the full reasons for requesting overtime are to be recorded for approval.

7. BUSINESS TRAVEL

7.1 General

Business travel expenses are incurred when an employee travels from one place to another in order to perform a specific IPSTC assignment. Regular travel between home, hotel, lodging and place of work is NOT business travel and will NOT be paid by the IPSTC. Normally employees will be directed to use public transport to and from the place of work. In occasional circumstances however, such as induction visits, supplier visits, market surveys etc., IPSTC may authorise and direct department heads to make reasonable arrangements for the employees travel to and from the place of work.

7.2 Air Travel

Air travel may be availed to employees as may be authorized by Management. Except with the Director's special authorization, IPSTC paid air travel will be limited to the cost of economy class via the most direct route. Business Class air travel may be substituted during the segment or segments of the journey in the following circumstances:-

- 1) Economy Class travel is unavailable.
- 2) Use of Economy Class results in uneconomic delay or hampering business schedules.
- 3) When proportionate savings are available through combination trips with first class accommodation.
- 4) Economy Class is below an acceptable standard of cleanliness, comfort or convenience.
- 5) Individuals are travelling on common business interest with business or Government representatives travelling Business class.
- 6) When continuous in-flight time in one segment inclusive of brief stops for refuelling or place connections exceeds 9 hours.

7.3 Surface Travel

Surface travel may be by rail, bus or Private cars as appropriate for the journey to be accomplished.

Rail travel where availed shall be on 1st Class rail inclusive of meals, bedding and deluxe mattress.

7.4 Travel Allowance

7.4.1 Hotel Accommodation

The IPSTC will arrange suitable accommodation for employees as follows:-

- 1) Accommodation should be on bed and breakfast basis per night.
- 2) The IPSTC will reimburse cost of appropriate meals on production of receipts.
- 3) Incidental expenses, such as taxi to and from the airport, station and home, will be reimbursed on production of receipts. Self-drive cars will be hired for Managers and other qualifying employees.

- 4) The employee should take travel advance to pay for the expenses and account for the same in their imprest claim form within three (3) days from date of the end of travel.

7.4.2 Newly Employed Staff

Newly engaged employees who are scheduled for induction away from their normal residence or place of engagement will be reimbursed actual (reasonable) hotel, travel and meals costs during the induction period.

1) Permanent Transfer

Employees will also be refunded by the IPSTC a reasonable cost of shipment of personal and household effects including the cost of packing, incidental storage, handling and shipping charges on a residence to residence basis. In this regard, the IPSTC, in its normal course of business has contact with transporters who are expected to offer competitive rates to employees. The Head of Finance & Administration may be consulted on this.

2) Temporary Transfer

The IPSTC will pay actual or reasonable hotel and meals costs for an employee who has been transferred, on temporary basis, to another city/town. A temporary transfer shall normally not exceed 3 months.

8. EMPLOYEE BENEFITS

Policy Statement

The organization believes that its Employee Benefit Program represents a valuable part of the overall compensation, and has designed these benefits to provide each employee accordingly. While the organization hopes to continue these benefits, employees must understand external conditions may affect this area. The organization reserves the right to amend, modify or terminate any of the organizations' benefit programs.

A benefit is any financial instrument that accrues to an employee by virtue of his/her employment and/or rank. Specific benefits are stipulated in individual employees' letters of appointments/contracts.

This section details the general benefits that exist at IPSTC. These benefits are:-

8.1 Medical Cover

IPSTC shall pay the provider for basic health care insurance for the employee, his/her spouse or partner, and legal dependants (who have been pre-registered in the personal file) up to a maximum annual amount that shall be determined by the Director each year. Each long term contract employee working full time, regardless of position, shall be eligible to receive the same amount of coverage per year; with exception that international level posts may be provided additional coverage.

The amount provided shall be for a period of twelve months. The amount of coverage provided to new employees who are recruited for part of the year shall be prorated. An employee may seek to obtain a higher level of health coverage from the provider than is covered by the amount offered by IPSTC, in which case he/she shall be responsible for paying the difference in costs.

Coverage and employee benefits shall be subject to the provisions stipulated by the insurer. IPSTC shall not be liable to provide any additional compensation greater than that provided by the insurer.

The following provisions shall apply:

8.2 Eligibility

The following persons shall be eligible to receive, at the expense of IPSTC, free medical and surgical attention under the Medical Benefits Scheme;

All fixed term employees of IPSTC; and

All fixed term employees' dependants comprising of one (1) legal spouse and a maximum of four (4) dependent children not older than twenty three (23) years of age for those in full time education. This is provided that only one named person may claim and continue to claim benefits as a spouse of an employee and such person so named shall be registered with the Scheme.

8.3 Ineligible Persons

The Medical Benefits Scheme shall not cover and no benefits shall be paid to:

The divorced spouse of an employee;

An employee who is on casual terms, his spouse or dependants; or

An employee or his dependants where the illness to an otherwise eligible person is caused by his own neglect, misconduct, intoxication, impropriety or where the illness is as a result of dangerous sports, hobbies or pre-occupations.

An employee who is no longer employed by IPSTC and his/her family. The employee must surrender any identity cards/documentation immediately upon leaving employment.

8.4 Services Provided Under the Scheme

The Scheme shall provide medical attention in respect of various services which are indicated in the terms and conditions of the medical scheme.

The Scheme:

Will cover inpatient and outpatient expenses;

Specify ailments or conditions to be covered;

Define the limits of entitlement for inpatient and outpatient and;

May be administered by an approved medical services provider, in-house by the Bureau or a combination of both.

All members receive a copy of the rules of the Scheme and a schedule of benefits and exclusions. The terms and conditions can be obtained from the Finance and Administration department.

For casual staff workers, a WIBA plus insurance cover shall be provided. Full details of these schemes can be obtained from the Finance and Administration Office.

IPSTC shall not be liable for any malpractice, neglect, delays or other problems that may arise from failure by the health care provider system or personnel to provide adequate or proper services

8.5 Life Assurance

Subject to such terms and conditions as stipulated in the insurance policy, all Fixed term staff are entitled to life assurance cover. The benefit payable is five (5) times one's annual basic salary in the event of the death of the staff member, or total or permanent disablement while in the Company's employment. Eligibility to the cover will be stated in the contract of employment.

Coverage and employee benefits shall be subject to the provisions stipulated by the insurer. IPSTC shall not be liable to provide any additional compensation greater than that provided by the insurer.

8.6 Compensation for Disability or Death

- 1) In the event of disablement or death by accident attributable to the performance of official duties on behalf of IPSTC, a staff member or his/her nominated beneficiary, shall

receive compensation, in accordance with the provisions of the relevant insurance policies held by the IPSTC.

- 2) In the event of death of the staff member, his/her nominated next of kin or beneficiary, as decreed by any court acting in accordance with Kenyan local laws or practices, shall receive:
 - a) Payment of salary in respect of any leave accrued by the deceased staff member; and
 - b) The termination gratuity of the deceased at the rate of 25% of basic salary for each completed year worked.

All other entitlements, dues and privileges enjoyed by the staff member shall cease as from the time and date of his/her death, with the exception of passages as detailed in these Service Regulations

8.7 Last Expense

The last/funeral expense cover is provided under the Life Assurance Cover. The limit is set by the insurer from time to time.

8.8 Service Gratuity

Upon completion of their respective periods of service, contract term staff shall be paid a gratuity at the rate of 8.33% of the basic salary per month for each completed year of service.

8.9 National Social Security Fund

The National Social Security Act 1965 requires that monthly contributions of 10% of wages or salary with maximum contributions of Kshs.200.00 be paid to the National Social Security Fund. The contributions will be paid to the said Fund for account of member employees of the Fund and shall be contributed on equal basis by both the employer and the member employee. The maximum contribution is Kshs.200.00 per month from each side or as per prescribed rates.

The Act provides that the maximum contribution in respect of a member paid fortnightly shall be Kshs.100.00.

Contribution in respect of a member paid weekly shall be Kshs.50.00. These amounts may vary as new laws come into force and IPSTC will revise them accordingly.

8.10 National Hospital Insurance Fund

8.10.1 Rates of Contribution

All officers are statutorily required to make a monthly contribution to the fund according to their KNBS job levels.

8.10.2 Benefits

Benefits consist of a daily allowance at rates that are fixed from time to time. Whenever a contributor, his named spouse or children up to their 22nd birthday are admitted to an approved hospital for treatment, the contributor will be required by the hospital to complete a claim form on which certain identification and hospital fund membership particulars have to be entered. The contributor will also have to produce to the hospital authorities his/her contribution card together with a "certificate of contribution paid" issued by the Bureau or its Agent. On production of these documents, the hospital authorities will allow a rebate of the amount of benefit payable from the fund.

8.10.3 Reimbursement Rates

When an employee who is a contributor or a member of his/her family obtains hospital treatment at a hospital which has been declared to be a hospital for the purpose of the NHIF, hospital charges will be refunded to the employee on production of the receipted accounts of the balance paid by him/her after deduction of the benefits paid from the National Hospital Insurance Fund. Approved hospitals for the purposes of the NHIF shall be those gazetted for that purpose from time to time. Staff are advised to confirm that hospitals where they seek treatment are so gazetted if they wish to enjoy the benefits of contribution to the NHIF.

The expression "hospital charges" may include, in addition to the basic hospital charge, the cost of theatre fees, drugs, dressings, X-rays, which the Director of Medical Services considers to be appropriate to the medical treatment.

The hospital charges may also include fees charged by private practitioners who are called upon to attend to patients at the approved non-Government hospitals provided their bills are appropriately endorsed by the respective hospitals.

Maternity expenses will be covered by normal medical privileges and in respect of confinement; the officer may claim reimbursement of hospital fees in terms of this regulation.

Dental and optical treatment will not include the supply of spectacles, dentures and similar appliances.

8.11 Loans & Mortgages

No loans are paid to staff by IPSTC. However, IPSTC may provide salary references to an employee to facilitate the employee to acquire loans & mortgages.

9. REVISIONS AND CHANGES TO EMPLOYEE BENEFITS

Administration of the Employee Benefits Program will be through the Finance & Administration Office. An employee with questions or requiring information should ask their immediate supervisor. If the supervisor is unable to provide the information, they should refer the matter to the Finance & Administration Office for appropriate response.

Changes to any of the organizations' Employee Benefit Policies will generally be made via personal notices and a memorandum posted on notice boards.

It shall be the responsibility of the Head of Finance & Administration to periodically update the organization policy document. Since it may not be economical to issue revised policy document as each change occurs, the policy document will be reissued annually or as determined by the Finance & Administration Office.

10. LEAVE POLICIES

IPSTC recognizes the basic right of employees to take leave from work and provides a range of flexible options, as summarized in the table below. This policy describes the general entitlements, rules and regulations that govern leave at IPSTC. Unless otherwise specified, the leave provisions only apply to fixed term contract employees.

Type of leave	Provision
Annual Leave	Five weeks (25 working days) per year, fully paid
Sick Leave	Thirty (30) calendar days with full pay but only half pay during the second thirty (30) calendar days in any twelve months.
Maternity/Paternity Leave	3 months (90 days) fully paid maternity leave; up to two weeks (10 working days) paternity leave fully paid.
Compassionate Leave	Up to 5 working days, paid, upon death of close relatives

10.1 Annual Leave

Policy Statement

Employees accrue annual leave from the start date of employment. Members of staff are encouraged to take their annual leave days when it is due. This gives them the opportunity to rest and recuperate. The IPSTC's leave year shall cover the period 1st January to 31st December.

Annual leave entitlement is 25 working days for every twelve (12) months of continuous service, or pro-rate thereof. This is accrued at the rate of 2.08 days per month.

10.1.1 Scheduling Of Annual Leave

Where possible, request for leave for more than one week should be done one month in advance to minimize interfering with the operations.

10.1.2 Annual Leave Scheduling Conflict

Scheduling of annual leave sometimes results in conflict. The following guidelines should be used by supervisors to establish priorities for the use of leave time.

- 1) Leave will be approved depending on a department's operational requirements.
- 2) If leave has to be denied or cancelled, a new schedule should be established and approved as soon as possible.
- 3) No employee will have to forfeit leave or other forms of vacation because it has not been used in the required time frame if the reasons for non-use are due to inability to obtain leave approval for work reasons.
- 4) Preference will be given to the requests of employees who previously were denied their desired schedule due to conflicts with other employee requests.
- 5) Employees faced with a "use it or lose it" situation should receive priority over employees who are not facing a loss.
- 6) Annual leave cannot be taken in advance of being earned unless approved in writing by their Supervisor and Finance & Administration Department.

10.1.3 Leave Application And Approval

- 1) To obtain leave approval, employees must complete and sign the Leave Request Form.
- 2) The Leave Request Form should also be signed by the employees' supervisor and approved by the Finance & Administration Department.
- 3) On receipt of the leave form, the Finance & Administration Department will ascertain the employees leave entitlement and indicate „total leave days outstanding“ on the form and subsequently update its leave records.
- 4) Any earned but unused annual leave at the time of separation from employment will be paid.
- 5) A gazetted Public Holiday falling within ones leave period will be added to one's leave entitlement.

10.1.4 Leave Balance

Employees will not be allowed to accumulate leave beyond 5 days. Except where leave was denied for valid work reasons as per 9.3 (c) above, all accumulated leave beyond 5 days at the end of the year will automatically be forfeited and written off.

10.1.5 Leave Allowance

Leave allowances are to be paid annually to contract employees and each employee is entitled to a leave allowance of Ksh 4,000.00 per year. These allowances are normally grossed-up and are payable once a year with December salaries.

10.1.6 Encashment Of Leave

The IPSTC does not permit payment of salary in lieu of leave entitlement unless upon termination of employment after due notice has been served.

10.2 Sick Leave

Policy Statement

Sick leave or medical leave shall be taken only when the employee has a medical problem. Time off due to medical problems of family members or any other personal needs which require that an employee be excused from work, should be taken off from the annual leave entitlement.

Employees are asked to use sick leave judiciously, so as to keep this protection available.

10.2.1 Sick Leave Entitlement

All sickness absence exceeding one (1) working day must be supported by a sick-sheet from the hospital/doctor and submitted to the HOD, who will note and send the same to the Head of HR.

However, for long periods of illness the staff member will continue to receive full pay during the first thirty (30) calendar days but only half pay during the second thirty (30) calendar days in any twelve months. This is subject to production by the employee of a certificate of incapacity to work signed by a duly qualified medical practitioner. After sixty (60) calendar days of continued illness the Company reserves the right to seek a medical opinion from an appointed doctor to determine the physical and mental fitness of such an employee to

continue in the service of the Company. This may result in a recommendation of medical discharge or retirement on medical grounds.

The Company allows staff to stay in hospital with their children below seven (7) years of age in case of hospitalisation. Such time should be charged to the staff member's sick leave.

If an employee does not use all the earned sick leave in any one year, the unused part does not accumulate; it is forfeited at the end of the calendar year. Should an employee terminate employment, payment for unused sick leave will not be made.

10.2.2 Supervisory Action

An employee who is unable to report on duty due to illness should notify their Supervisor within reasonable time of his/her absence. The Supervisor would in turn report this to the Finance & Admin Dept.

A duly signed sick leave form should be forwarded to the Supervisor for signature and to the HR Department upon return to work.

10.3 Abuse of Sick Leave

Policy Statement

It is important that all employees understand the sick leave program requirements and provisions, and that the leave privilege is not abused. Supervisors are responsible for monitoring the uses of sick leave closely. The following actions are involved in this process.

10.3.1 Abuse Indicators

- 1) Little or no sick leave balance due to sick leave being taken as soon as it is earned.
- 2) Sick time taken the day before or following a holiday or vacation period.
- 3) Sick days taken frequently on Mondays or Fridays.
- 4) Sick time used during periods of heavy work load and travel.
- 5) Sick time taken after requests for other leave, such as holiday, are refused.

Note: Supervisors monitoring these factors should look for consistent patterns and inform the Finance & Administration Department who will take the necessary action required. Infrequent use of sick leave for any of the above should not be considered abusive action.

10.3.2 Follow-Up Actions

Once a supervisor has reasonable cause to believe that an employee is abusing sick leave, they should take the following steps in consultation with the Finance and Administration department.

- 1) Carefully document all dates and amounts of leave taken by the employee in the employees record
- 2) Meet the employee or refer the employee involved to the Finance & Administration Department. The supervisor and/or the HR Officer will mention any patterns which may cause concern
- 3) Give the employee an opportunity to explain their position. If personal reasons are involved, consider whether you should refer the employee for medical counseling

- 4) If abuse continues after the employee has been warned of the concerns, advise the HR Officer who if deems appropriate, may issue a disciplinary Warning to the employee. This letter notifies the employee of the conditions under which future sick leave will be granted as well as the actions which the organization may take if the employees' record does not improve.
- 5) After issuing this notice, monitor the employees' attendance. If improvement results, the supervisor may choose to revoke the notice conditions. If there is no improvement, then the actions described in the notice should be taken.

10.3.3 Records and Reports

The Finance & Administration Department shall maintain a sick leave record on all employees. All absence from work other than approved sick leave, vacation or other approved absences with pay will be without pay, and proper deductions will be made from payroll.

10.4 Compassionate Leave

Policy Statement

Compassionate leave is a short leave entitlement to employees who have lost a loved member of the family.

10.4.1 Eligibility

Compassionate Leave will be allowed up to five (5) working days maximum which will not be deducted from annual leave. This will include cases where spouses, children and parents are involved. All other cases shall be considered under emergency leave deductible from annual leave depending on the circumstances of each case. All applications for each category of leave must pass through the Finance & Administration after Department approvals.

10.4.2 Use of Compassionate Leave

- 6) With the supervisor's approval, staff may take up to one full day earned annual leave to attend funerals of other relatives and friends.
- 7) Staff will not be paid for unused compassionate leave.

10.5 Maternity Leave

Policy Statement

Maternity leave is a leave entitlement to female staff members who have had newborn(s) and require time away from the office to rest and recuperate

10.5.1 Eligibility

Female members of staff are entitled and shall receive full salary and benefits during the maternity leave.

10.5.2 Entitlement

Maternity Leave entitlement is for a maximum of three months (90 days) per pregnancy. The 90 days include weekends, but not paid public holidays. In addition, the employee will still be entitled to her annual leave.

Employees who must remain away from work for more than the period of time permitted will take unpaid leave. This will be at the discretion of the Director and subject to organizational requirements and/or activities.

Female employees should inform their supervisors in writing seven days in advance or a shorter period as may be reasonable in the circumstances of her intention to proceed on maternity leave on a specific date and to return to work thereafter.

An employee proceeding on maternity leave should submit a Leave Application Form to their immediate supervisor at least one month prior to proceeding on leave. A handover report of duties should also be submitted. The Supervisor must sign for the maternity leave and forward the duly signed form to the Finance & Administration Department for approval and updating the employee records. The handover report will be retained by the Supervisor for purposes of continuity.

10.6 Paternity Leave

10.6.1 Eligibility

Male members of staff are entitled to ten (10) working days per year for paternity leave. They must have served the organization for six (6) consecutive months

Paternity Leave is claimed by the male employee and this applies only for the recognized spouse as per the Medical scheme. The paternity leave is to be taken within the maternity leave period. The staff needs to provide proof of the birth (e.g. Birth notification) and the leave must be taken within the first month of the birth of the child

10.7 Study and Examination Leave

An employee sitting for examinations leading to approved qualifications will be granted leave to sit for their exams as part of their annual leave. However, such leave is subject to work commitments and it needs to be cleared in writing by the HOD at least three weeks in advance

10.8 Leave of Absence

Policy Statement

A leave of absence is an official authorization to be absent from work without pay for a specified period of time. Leave of absence may be granted for medical or personal reasons. An employee may need to be temporarily released from their duties, but may not wish to submit their resignation.

10.8.1 Eligibility

Leave of absence without pay will be approved only if the employee has first utilised any annual leave due. The period of leave without pay shall commence following the expiry of such annual leave.

The Director reserves the right to refuse requests for Leave of Absence at his/her sole discretion. When granted, such leave will be entirely without pay or allowances of any kind and will not count as active service for neither the accrual of future leave nor the accrual of service for pension plan purposes.

Employees who must remain away from work for more than the period of time approved by the supervisor and the Director will be terminated from employment. They are welcome to re-apply subject to the organizations' usual hiring policies.

10.8.2 Scheduling

Leave of absence should be scheduled, if possible, so as not to unduly disrupt organizational operations.

10.8.3 Pay During Leave Of Absence

Any leave of absence granted by the organization to an employee shall be without pay

19.2 Short-Term Leave

Employees may take unpaid Leaves of Absence for periods up to thirty (30) calendar days.

This is to be used for emergency situations only. It is allowed provided the organizations' schedule of operations is not disrupted and they obtain approval from their supervisor, the Head of Finance & Administration and the Director

Short term leave of absence may not be combined with annual leave

Short term leave of absence should only be taken when the employee has exhausted their annual leave entitlement.

If an employee requires more than the requested 30 calendar days Leave of Absence, they shall be terminated from employment and organization will seek to return the employee to a suitable position, but cannot guarantee that one will be available.

10.8.5 Medical Leave of Absence

Employees who are requesting Leave of Absence, as a result of an illness or physical condition, which requires medical treatment or restrictions and precautions to their health, will be required to submit a physician's statement. The physician will be appointed by the Finance & Administration Department in consultation with the Director. This statement must give approval that continued contract employment in their present position would not jeopardize their health or the safety of others, in the event they continue to work.

10.8.6 Medical Condition Following Leave

An employee returning from a medical leave of absence of any kind may be required by the Finance & Administration Department to furnish the IPSTC with a medical practitioner's opinion as to the employee's ability to carry on duties in the normal fashion. IPSTC employees are entitled to 60 days paid sick leave excluding annual. There will be no carry-over of any sick leave from year to year, and no compensation is granted for unused sick leave upon termination of employment.

During the period preceding and/or following Leave of Absence, IPSTC is under no obligation to reduce or alter the workload, or to assign fewer than the usual hours of work.

10.8.7 Benefits While on Leave of Absence

While all leaves of absence are unpaid, the employee will continue to be eligible only for the Medical Insurance benefit up to its period of paid up premiums. Any costs which the employee normally pays will have to be maintained by the employee.

10.8.8 Return to Payroll

An employee who has received an approved leave of absence is eligible to return to payroll upon completion of the leave period. However, reinstatement to work is subject to the organizations' need for personnel at the time and cannot be guaranteed.

10.8.9 Other Employment

An employee, who accepts any employment or goes into business while on a leave of absence, will be considered to have voluntarily resigned from employment as of the day on which they began the leave of absence.

11. PERFORMANCE MANAGEMENT

Policy Statement

A performance review is an appraisal or assessment of how an individual has performed against set objectives, goals and behaviour/skills. IPSTC believes that the process of evaluating employee performance is an important way to improve the effectiveness of the organization through the best possible use of human resource. This policy statement describes the system and its purposes.

11.1 The Purpose of Performance Appraisal

To assess and evaluate employee performance and measure actual performance against the requirements of the job;

To provide a two-way discussion about job performance and understanding of job requirements;

To create awareness of potential and to motivate the employee to improve performance;

To establish goals, timetables and mechanisms for improvement and provide feedback on progress towards achievement of goals;

To candidly discuss and fairly deal with marginal and unsatisfactory performance and to establish time frames for evaluation of performance to a satisfactory level; and

To reward good performance.

Provide basis for various decisions relating to salary changes and promotion;

Encourage self-analysis to initiate the process of self-development under the guidance of the Manager and/or Director;

Focus on long term career development;

11.2 General Responsibilities

All supervisors are required to:

- 1) Communicate to employees in advance the performance standards and critical elements of the job. (Refer to the Job Description)
- 2) Conduct the performance appraisal session in accordance with the established standards of the organization.
- 3) Recognize and reward employees for superior performance.
- 4) Counsel employees whose performance is unacceptable.
- 5) Take appropriate action when unacceptable performance fails to improve.

11.3 Probationary Period

The performance of new employees will be reviewed not later than the third month after date of hiring. The purpose of this review will be to determine whether the employee has been able to perform his or her job duties satisfactorily.

If an employee is determined to be performing unsatisfactorily during the “probationary” period, he or she will be given an opportunity to improve by extending the probationary period for a further three months or terminated from employment after continued unacceptable performance, as determined by the immediate supervisor.

All new employees will be informed of their “probationary” status as part of the hiring agreement. Employees should also be informed that unsatisfactory performance at any time during their careers may be grounds for termination of employment.

11.4 Performance Standards

A performance standard is an expressed measure or level of achievement. Examples include work quality, work quantity, meeting schedules and cost effectiveness. These standards are established by the organization for duties and responsibilities of a single position or a group of positions. The standards should be job-related and easy to communicate and understand.

11.5 Formal Periodic Appraisal

IPSTC has adopted a two way appraisal system for all staff. Staff will appraise themselves first and then the appraiser will complete the appraisal form as appropriate. The two shall then agree on a common grade for each competency and the overall grade before the completed appraisal form is submitted to the Finance and Administration office.

Each employee shall be given a formal appraisal of performance once a year. New employees may be reviewed more frequently. A review may also be conducted in the event of change in duties and responsibilities. During formal performance reviews, the immediate supervisor considers the following things, among others:

- 1) Professional/academic qualifications and experience;
- 2) Knowledge of work;
- 3) Tact, courtesy and grooming;
- 4) Ability to co-operate with colleagues and persons placed in authority over him;
- 5) Ability to express himself orally and in writing as well as zeal and energy;
- 6) Personal conduct; and
- 7) Other special merit/outstanding achievements during the year under review.
- 8) Strengths/Weaknesses/ Areas of improvement;
- 9) Quality, accuracy and speed of work output;
- 10) Timeliness in information dissemination;
- 11) Timeliness in meeting schedules and delivery of work products;
- 12) Level of productivity;
- 13) Responsiveness to requests;
- 14) Communication and relationship with others;
- 15) Attitude towards work and others;
- 16) Attendance, initiative and effort;
- 17) Attitude and willingness to learn and improve and take on new challenges;
- 18) Conditions under which the employee work and;

19) Any other relevant requirement.

Every appraiser shall ensure that the report is completed accurately, without any bias or prejudice and to the best of his knowledge. Every appraisee shall be given the opportunity to see and discuss their appraisal form with the appraiser before signing it.

The performance appraisal report shall be countersigned by the School Commandants who will be at liberty to discuss the appraisal report with both the appraiser and appraisee.

This system provides a framework for appraising performance at each level/role.

The forms will be completed at least once every year in October or such other frequency/month as may be advised from time to time. Forms not submitted to Finance and Administration at the end of October will be considered non-responses.

No salary reviews and/or promotions will be made without back-up from appropriate appraisal forms

Between formal annual appraisals, a supervisor may conduct a “special appraisal”. This would be to record any unusual circumstances of extraordinary performance as well as poor performance. All appraisals are to be discussed with the employee.

Supervisors are to keep the following points in mind so that the organization and employees may benefit from an effective appraisal system.

11.6 Appraisal Discussions

Instead of waiting only for the formal appraisal session, supervisors should periodically:

- 1) Keep employees informed as to how they are performing;
- 2) Identify and try to correct any problems;
- 3) Commend good work;
- 4) Adjust any work procedures or objectives if necessary and
- 5) Document employee performance.

11.7 Keys to Effective Appraisals

Each supervisor is expected to provide continuing attention to the performance appraisal process. They shall:

- 1) Ensure that all employees understand how the organization’s appraisal system works, why it is used, how it affects each employee, and how it can benefit them.
- 2) Make sure the employees that they supervise have a clear understanding of what goals and objectives they are expected to meet.
- 3) Make themselves accessible to employees who wish to discuss their progress or clarify objectives
- 4) Bring to the attention of management any procedures or systems requiring change, so that such changes can be made more promptly and
- 5) Ensure that employees are familiar with the organization’s grievance system, as explained in the Grievances and Appeals Policy. The organization feels that resolution of problems is key to maintaining an effective staff, and benefits all employees.

11.8 On-going Performance Appraisal

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

11.9 Mid-Year Performance Review

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

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

The Supervisor will discuss with the appraisee his/her mid-year performance and comment on the appraisee's performance in the Appraisal form.

In the event that the supervisor leaves the department, he/she will appraise the performance of the appraisee(s) up to that point in time.

11.10 End of Period Appraisal Process

The End Year Appraisal will take place in October every year. The appraiser and appraisee must meet at this time to discuss the overall performance over the appraisal period.

Prior to the meeting, the appraisee will prepare a preliminary assessment of the extent to which the set performance targets have been achieved as agreed at the beginning of the performance period.

The appraiser and appraisee will discuss the agreed performance targets together with any changes/comments from the mid-year performance appraisal.

The appraiser will assess the extent to which the appraisee has achieved the performance targets set, taking into account any unforeseen developments that may have affected performance during the period.

The appraiser will also assess the appraisee's core competencies and values and indicate his views in the appraisal form.

11.11 Unacceptable Performance

An employee's performance is considered unacceptable when the supervisor determines that one or more of the established performance standards is not being met consistently. Such failure may be cause for a supervisor to reassign, demote or terminate the employee.

Any employee receiving an unacceptable rating after the probationary period must be given an opportunity to bring his or her performance up to an acceptable level. Since every element of a job

is not 'critical' only failure to improve in areas determined to be key elements or major duties of a position should be grounds for the actions discussed. Alternatively, a supervisor may select remedial methods to correct a situation. This can include training, counselling, restructuring the job or redistributing duties. All unacceptable performance shall be addressed through performance improvement plans (with clear deliverables) of between one month to three months before decision to retain or separate are made by the Supervisor and approved by the Director and/or with assistance from the CMB.

12. TRAINING AND DEVELOPMENT

Policy Statement

The environment is constantly changing, posing endless challenges. In recognition of this, the IPSTC shall strive to have in its employment, officers who are not only qualified but also up to date with information as well as highly motivated to perform their duties. Employees shall therefore be encouraged to pursue various courses/training programmes not only for their personal development but for the overall improved performance of the IPSTC.

Subject to budgetary provision, and taking cognisance of the specific technical and general needs of each department, the IPSTC shall endeavour to provide formal training to as many employees in each year as possible to pursue relevant courses or training programmes. Consideration for advances may be made for approved courses where the IPSTC is not in a position to sponsor the training. Approval of such requests shall depend on exigency of duty, the actual duration of the course, and the cost of each programme. Apart from formal training, informal training such as; in-house coaching and mentoring will be encouraged. This policy serves as a framework for identifying appropriate human resource development strategies and as a tool for implementing training programmes as well as measuring performance levels.

12.1 Training Procedure

Training needs will be identified at performance appraisal stage on an ongoing basis;

Identified training needs will be forwarded to the Finance and Administration office for consolidation and budgeting;

The Finance and Administration office will facilitate training depending on available resources;

Only approved credible trainers will be used.

12.2 Eligibility for Short Term Courses

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

The IPSTC will ensure continuous learning for staff by offering short job-related group or individual courses to enhance personnel skills for effective and efficient execution of IPSTC mandate. Eligibility for sponsorship by the IPSTC will depend on the following:

All training will be demand driven, determined through the annual training needs assessment;

The employee must have been in the employment of IPSTC for a minimum period of 1 year.

The application for individual training must be recommended by the respective Supervisor to the Director for approval in advance.

If the course is a full time course, any leave taken by the employee to attend classes will be unpaid leave and the employee is assured of their job for the remaining period of the contract.

12.3 Private Training Not Required by the IPSTC

Where an employee is pursuing training that is not relevant to the IPSTC, no attempt shall be made to discourage such training so long as the training is not;

- Interfering with the employee's performance of his duties;

- Causing the employee financial embarrassment; and

- Impacting negatively in any way in terms of inter-employee relations.

12.4 Course Approval

The IPSTC shall approve courses that are mission-related and which support its goals by improving organizational performance.

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

13. DISCIPLINE

The purpose of this policy is to define the disciplinary and corrective action necessary when an employee violates IPSTC rules, practices and procedures or performs below acceptable standards.

Policy Statement

Discipline is any action initiated by management in response to unacceptable performance or behaviour. Discipline does not mean punishment. In the work environment, the important aim of discipline is corrective rather than punitive.

In exercising its prerogative to maintain discipline in IPSTC, management will at all times strive to exercise discipline in a fair and unbiased manner. IPSTC will not take action unless it has good grounds for believing that an employee has committed the misconduct concerned. It is IPSTC's wish, therefore, that a uniform policy be followed. This will mean:

That an employee has sufficient notice that a continuance of improper action will cause dismissal;

That a report in writing is made of all warnings and disciplinary measures taken;

That the officer in charge and the Finance and Administration department be responsible for initiating corrective action where appropriate.

That all employees be familiar with the contents of the Disciplinary Procedures. Any employee with difficulties in understanding any aspect of the procedure should not hesitate to seek guidance from the Finance and Administration department.

13.1 Disciplinary Authority

- 1) There shall be a Disciplinary Committee for Fixed Term Staff appointed by the Director, comprising of at least two senior staff members.
- 2) An allegation of misconduct in respect of staff shall be reported to the Director, who shall instruct the Disciplinary Committee to carry out the disciplinary procedures, and report back to the concerned Head, for the appropriate disciplinary measures to be taken.
- 3) Where any member of staff is adversely mentioned in connection with any matter involving disciplinary or grievance issues relating to any staff member, such adversely mentioned staff member shall not take part in the decision making processes concerning the disciplinary or grievance issue.

13.2 Disciplinary Control

- 1) The Disciplinary Committee shall exercise disciplinary control over the staff including the power of dismissal.
- 2) The Heads of Departments shall have disciplinary control over Fixed Term Staff, Short Term Contractual Staff, Casuals and Interns, including the power of dismissal, subject to Regulation.
- 3) A staff member shall not be absent from duty without permission. If he/she so absents himself/herself for one week, he/she shall be regarded as having vacated his/her post, unless sufficient justification is provided.

13.3 Grounds for Disciplinary Action

1) The following constitutes grounds for disciplinary action:

Acts or omissions which violate those provisions of the employment agreement which require probity, honesty and integrity in personal conduct;

Commission of unlawful acts such as theft, fraud, possession or sale of illegal substances and smuggling (irrespective of whether the staff member was on duty or not);

Misrepresentation of false certification in connection with any claim or benefit from the IPSTC, including failure to disclose a fact material to that claim or benefit;

Assault upon, harassment of or threats to other staff members;

Misuse of funds or IPSTC equipment, including electronic data and files;

Misuse of office;

Abuse of IPSTC; thus an act or conduct that is prejudicial to what IPSTC stands for;

Breach of confidentiality;

Abuse of privileges and immunities; and

Any other behaviour or act that would discredit IPSTC.

2) The Director, in consideration of appropriate mechanisms for staff discipline may consider other acts or offences as justifiable reasons for instituting disciplinary hearings against a staff member.

13.4 Warnings

The Disciplinary Procedure provides the warnings to be issued to an employee in order to allow them the opportunity of correcting the misconduct concerned.

Managers responsible for discipline are to be guided by the following:

Before a warning is issued, all the facts should be obtained and evaluated to establish whether the suspect misconduct has, in fact, occurred. The employee must, in all cases, be given the opportunity to state their side of the case. Having obtained all the necessary details and having heard the employee's views, appropriate action should be taken which may include a warning and/ or training or supervision;

Where a warning is issued, the nature of the misconduct should be pointed out to the employee concerned and they should be advised of what is required to correct the situation and of the possible consequences of failing to respond to the warning. A date for review of the matter should be agreed with the employee concerned.

There may be cases of serious misconduct for example theft or use of violence in the workplace, where the issuing of a warning is not appropriate. In such cases, the steps laid down in the disciplinary procedures under dismissal will apply.

13.5 Disciplinary Procedure

The number of verbal and written warnings given will depend on the seriousness of the misconduct or the situation. The application of discipline will normally take the following steps:

13.5.1 Step 1: Verbal Warning

This will involve talking to the employee and explaining what is wrong and what change must occur. To assist in the effective functioning of the Disciplinary Procedure, verbal warnings need not be given for petty behaviour or where a timely word of advice would correct the unsatisfactory behaviour concerned. The employee will sign this record as acknowledgment that the warning has been received and understood. Refusal by the employee to sign the acknowledgment will not invalidate the warning. Details of the warning will be retained on the file but will only remain valid for a period of six (6) months.

13.5.2 Step 2: First Written Warning

When an officer has been verbally warned but continues to breach regulations but such breach, in the opinion of IPSTC, does not warrant urgent and immediate interdiction or suspension, IPSTC will:

- Serve the officer with a written notice of the complaint made against him/her;

- Require the officer to offer a written explanation within fourteen (14) days from the date of the notice;

- Consider the explanation given by the officer with any other information or evidence relevant to the matter and determine whether the officer is guilty or not;

- If the officer is found guilty he/she will be served with a first written warning;

- The written warning will be given as soon as possible after the misconduct and a copy sent to the Finance and Administration department for record in the employee's file.

- The employee will sign the record as an acknowledgment that the warning has been received and understood.

The warning will state:-

- Details of the complaint;

- Changes in behaviour that are required;

A period of time during which the employee's performance will again be reviewed;

- That failure to change may result in loss of employment; and

- The period of time for which the warning will remain valid.

A copy of this warning will be retained in the employee's file. Refusal by the employee to sign the record shall not invalidate the issuance of the written warning.

13.5.3 Step 3: Second Written Warning

If the unsatisfactory situation continues, a memorandum summarising the details of corrective actions, referring to the prior verbal and written warnings is made. This will serve as the **second written warning**. A copy of this warning will be placed in the employee's personal file. The employee will sign the record as an acknowledgment that the warning has been received and understood. Refusal by the employee to sign the record shall not invalidate the issuance of the written warning.

13.5.4 Step 4: Final Written Warning

Where a written warning is considered inadequate because of the seriousness of the misconduct or when an act of misconduct is committed within twelve (12) months of the employee having received an earlier written warning(s) for misconduct, a final warning may be given. The final written warning will be documented.

The employee will sign the record as an acknowledgment that the warning has been received and understood. Refusal by the employee to sign the record shall not invalidate the issuance of the written warning. The written warning will be placed in the employee's personal file and will remain valid for a period of twelve (12) months.

13.5.5 Step 5: Final Decision and Action

Where Steps 1 to 4 have been followed but performance remains unacceptable or where the officer continues to breach IPSTC's regulations, a final recommendation to the Director may be made by the Disciplinary committee as follows:

13.6 Suspension/Interdiction

An officer may be interdicted only if proceedings which may lead to his dismissal are being taken or are about to be taken or when criminal proceedings are being instituted against him.

An officer may be suspended from duty under the following circumstances;

When he/she has been convicted of a serious criminal offence; or

When as a result of the proceedings for dismissal taken against him IPSTC considers that the officer ought to be dismissed; or

When an officer is reported to have absconded duty.

An officer who is interdicted shall receive such salary, not being less than half of his salary as the Director may deem fit. For the purposes of this regulation, salary refers to basic salary and does not include allowances and benefits.

An officer, who is suspended under this regulation, shall not be entitled to any salary. However, he/she will be entitled to all allowances and medical cover.

Where disciplinary or criminal proceedings have been instituted against an officer under interdiction/suspension and such an officer is neither dismissed nor otherwise punished, the whole or any salary withheld or stopped shall be restored to the officer upon termination of such proceedings.

If any punishment other than dismissal is inflicted, the officer may be refunded such proportion of salary withheld or stopped as a result of his/her interdiction/suspension as the Director shall decide.

13.7 Dismissal

Depending on the nature of the misconduct, the Disciplinary Committee may recommend summary dismissal of an employee that is; dismiss the employee without notice or pay in lieu of notice.

In case of misconduct, which may warrant dismissal, management through the Finance and Administration department will convene a meeting of the Disciplinary Committee at the earliest possible opportunity.

The following persons will be required to attend the meeting:

The Chairman of the Committee who will lead the proceedings.

The Departmental Head of the employee concerned.

The employee.

Any witness to the alleged misconduct required by either party (but only for the duration of their testimony).

Members of the Disciplinary Committee.

In the disciplinary process the Disciplinary committee will act as follows:-

The Disciplinary Committee shall investigate the case and make a detailed report on the matter providing all the evidence and its recommendations. In considering an employee's case, the Committee shall grant the employee under investigation an opportunity to defend himself/herself and call any witnesses if necessary.

The employee concerned will have the opportunity to state his/her case and reply to any accusations made.

When the facts and circumstances have been heard, the Disciplinary Committee shall arrive at a decision and recommend the same to the Director who will forward the same to the Board of Directors for final ruling. The final decision made will be communicated to the employee in writing.

13.8 Summary Dismissal

An employee who engages in gross misconduct shall be summarily dismissed in accordance with section 17 of the Employment Act Cap. 226 of the Laws of Kenya.

Any of the following matters amount to gross misconduct and may render an employee liable to summary dismissal:

If, without leave or other lawful cause, an employee absents himself/herself from the proper and appointed place for the performance of his/her work;

If, during working hours, by becoming or being intoxicated, an employee renders himself/herself unwilling or incapable of performing his/her work;

If an employee uses abusive or insulting language, or behaves in a manner insulting, to his/her employer or to a person placed in authority over him by his/her employer;

If an employee knowingly fails, or refuses to obey a lawful and proper instructions which it was within the scope of his/her duty to obey issued by his/her employer or a person placed in authority over him by his/her employer;

If in the lawful exercise of any power of arrest given by or under any written law, an employee is arrested for a recognizable offence punishable by imprisonment and is not within ten days either released on bail or on bond or otherwise lawfully set at liberty;

If an employee commits, or on reasonable and sufficient grounds is suspected of having committed a criminal offence against or to the substantial detriment of his/her employer or his/her employers property;

If an employee constantly fails to meet his/her targets without justifiable cause;

If an employee wilfully neglects to perform any work which was his duty to have performed, or if he carelessly and improperly performs any work which from its nature it was his/her duty, under his contract, to have performed carefully and properly.

Disciplinary cases shall be dealt with promptly and finalized within a maximum period of six (6) months. Where a matter under investigation necessitates, the Director shall give an additional period with a report to the Board.

Upon receiving serious disciplinary complaints on any employee in Senior Management, the Director shall process the matter for consideration by the relevant Board Committee. The Committee shall determine the case and in doing so shall grant the employee an opportunity to defend himself/herself.

13.9 Appeals

Where an employee is dissatisfied with the decision regarding his/her case, the employee may appeal to the Board for a review of the case within 30 days from the date of communication. The Director shall present the appeal to the Board for re-consideration.

13.10 Probationers

Probationers are subject to the same discipline standards as longer service employees. However, only one Formal Written warning will be given during probation. The repetition of unacceptable behaviour following the formal written warning will lead to dismissal, as the appointment will not in any case be confirmed.

14. GRIEVANCES AND APPEALS

Policy Statement

The organization has established a structured grievance system to ensure fair treatment of all employees, to deal with employee complaints and to resolve problems.

Note: Regardless of the issues and/or individuals involved, no staff member will suffer retaliation for making use of this system.

14.1 Informal Procedure

- 1) The filing of a formal grievance should be done only if the supervisor and the employee are unable to resolve problems or complaints through informal discussions. The Head of Finance & Administration or Director is available to both parties to discuss the problem and to make suggestions for resolutions.
- 2) Whenever possible, the IPSTC expects the two parties to resolve problems amicably and informally, since the processing of formal grievance filings is costly in terms of lost productivity and strained working relations and legal expenses.

14.2 Formal Filing Procedure

A grievance is defined as a request by an employee for a review (appeal) of a decision made by a supervisor. An employee wishing to file under this procedure shall proceed as follows.

- 1) Within two weeks of the incident giving rise to a grievance, the employee should fill out a "Grievance Review Request" Form and submit it to their supervisor.
- 2) Upon receipt of the form, the supervisor will arrange to meet with the employee to fully discuss the complaint. The supervisor must give his or her decision to the employee in writing. Every attempt must be made to hold the meeting and complete the written response within two weeks after receipt of the grievance review request.
- 3) If the actions in Step 2 do not result in settlement of the grievance, the employee has the right to forward the original grievance form to the Chief of Staff
- 4) This election must be made within two weeks, in which case the form will be marked "Grievance Review Request – Appeal".
- 5) The Chief of Staff will review the complaint, meet with the individuals involved and advise the employee in writing of the review decision within two weeks of receipt of the request.
- 6) If the above has not satisfied the employee, the employee may make a final appeal by submitting the review form to the Chief of Staff, not later than two weeks after receipt of the first appeal decision. The form will be marked "Grievance Review Request – Final Appeal".

The Chief of Staff will, directly, or through an assigned representative, meet with the employee and render a final decision, to be confirmed in writing. The decision will generally be made within two weeks after receipt of the appeal notice and represents the final decision of the organization.

14.3 Guidelines for Grievance Hearings

At any level of the grievance process, the following principles should apply:

- 1) Listen. Don't brush off the complaint until heard fully. Don't interrupt the employee's explanation. Questions must be asked without becoming argumentative.
- 2) Understand the complaint. Observe the time limits for making a reply, but before answering the complaint make sure the facts of the situation are well understood, and the rules and policies that apply to the situation
- 3) Check out all available records, including records of attendance, timesheets, etc.
- 4) Check on the proper interpretations of any policies or contract provision. When in doubt, consult the Head of Finance & Administration or Chief of Staff
- 5) In preparing an answer, resolutions should be based on all the facts and must be consistent with all the policies and other requirements involved. Personal interpretations that might cause problems must be avoided to avoid subjectivity when applied to other employees. Consult the Head of Finance & Administration or Chief of Staff for advice.
- 6) If neither the employee nor the organization is clearly at fault, give the benefit of the doubt to the employee.

15. PERSONAL CONDUCT POLICY

15.1 Personal Appearance / Dress Code

Each employee represents the IPSTC when interacting with visitors, other employees and members of the public. The IPSTC therefore expects employees to report to work neat, clean and dressed appropriately for their job.

Employees must be appropriately, suitably and tidily dressed at all times, when on duty. On Fridays, all staff can opt to wear a corporate branded shirt or dress down in smart casual.

15.2 Absence and Lateness

Consistent and unauthorized absences and lateness to the designated place of work may lead to disciplinary action up to and including termination.

From time to time, it may be necessary for an employee to be absent from work. IPSTC management is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside official working hours may arise.

If an employee is unable to report to work or arrives late, they should contact their supervisor at the earliest time possible in order to give him or her as much time as possible to arrange for someone else to cover any scheduled work. If an employee knows in advance that they will need to be absent, they are required to request this time off directly from their supervisor.

Absence from work for three (3) consecutive days without notifying the immediate supervisor or the Head of Finance & Administration will be considered voluntary resignation based on employee absconding from work.

15.3 Excessive Absenteeism or Tardiness

In general, five (5) absences in a 90-day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question. Tardiness or unauthorized leaving early is as detrimental to IPSTC as an absence. Three (3) such incidents in a 90-day period will be considered a "tardiness pattern" and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered.

Employees should be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action, including dismissal.

15.4 Record of Absence or Lateness

Employees absent because of illness for three (3) or more successive days will be required to submit written documentation from their doctor. If an employee is absent for five (5) or more consecutive days because of illness, the Head of Finance & Administration may require the staff member to provide written documentation from a doctor indicating that the employee is able to resume normal work duties. This will be prior to been allowed to return to work.

Staffs are responsible for any charges made by their doctor for this documentation.

The Head of Finance & Administration will make a note of any absence or lateness, and the reason, in your personnel file.

If the doctors' letter indicates that the employee cannot successfully carry out their assigned tasks, they will be retired on medical grounds.

If the immediate supervisor in consultation with the Director and Head of Finance & Administration attests that following frequent illness, an employee cannot successfully carry out their assigned tasks, they will be retired on medical grounds.

15.5 Private Activities

Although the IPSTC in general is not concerned with employees private activities they **must not** be such that they would bring discredit to the IPSTC.

15.6 Integrity

Employees must not only be honest, but must also not lay themselves open to suspicion or dishonesty.

15.7 Soliciting of Gifts

It is a serious offence for employees to accept any gift or corruptly solicit or accept any gift or consideration as an inducement or reward for showing favour or disfavour to any person in their official capacity.

However, certain gifts may be received in an employee's official capacity which for cultural or diplomatic reasons, refusal would be considered impolite; the said item(s) should subsequently be disclosed and recorded in the Gift book to be maintained by the office Administrator.

15.8 Incivility

Employees should endeavour to conduct themselves politely and respectfully. Use of unbecoming language, abuses, assaults, physical fights or any such misconduct, is prohibited. Any employee found guilty of the above will be liable for dismissal.

15.9 PERSONAL VISITORS

Policy Statement

IPSTC insurance coverage and good common sense prohibits unescorted visitors into the facilities. Visitors are not permitted on IPSTC property without appointments. No visitors are permitted in working areas or other work related areas.

Staff should exercise good judgment in receiving personal visitors.

16. OUTSIDE EMPLOYMENT

Policy Statement

While it is not the organization's intent to interfere or prevent employees from engaging in outside employment, there are considerations which may limit or prevent this. The following are general principles to be followed for this area.

16.1 Conflicts Of Interest (Refer to Conflict of Interest Policy)

An IPSTC employee may not accept any outside employment with organizations which are in competition with IPSTC.

16.2 Impact on Performance Ability

An employee is prohibited from outside employment which can impair his or her ability to perform organization duties satisfactorily either mentally or physically.

16.3 Probable situations leading to conflict of interest

As a general rule, employees should also be aware of, and avoid, any situation where there may be an appearance of conflict or decreased ability to perform on the job. These include situations where there would be questions of:

- 1) Preferential treatment
- 2) Loss of impartiality
- 3) Impeding organization efficiency
- 4) Compromising work ethics

16.4 Misuse and Careless Handling of Office Vehicle and Facilities

Gross misuse and careless handling of office facilities will warrant disciplinary action up to and including dismissal.

All IPSTC facilities, equipment and vehicles are tools provided to employees for project objectives, and they are not the personal property of the employee. In addition, IPSTC facilities, equipment and vehicles may not be used by an employee for personal or outside business. The unauthorized use by an employee of IPSTC facilities, equipment or vehicles may result in disciplinary action up to and including termination. In addition, any resulting damage to IPSTC facilities, equipment or vehicles will be the responsibility of the employee.

In order for an employee to take IPSTC equipment or vehicles off IPSTC premises, the employee must obtain the prior written approval of his/her supervisor. When the equipment or vehicle is returned, the supervisor should check to see that all components of the equipment or vehicle have been returned, and that the same are in good working order.

Upon an employee's termination of employment from IPSTC, he/she is required to immediately return any equipment or vehicle that has been issued to them during the course of their employment.

It is the policy of IPSTC that vehicles owned or leased for various business purposes be operated and maintained in a safe and secure manner. Only IPSTC employees, clients or business visitors should ride in IPSTC vehicles, and IPSTC vehicles are for the exclusive use of employees in the execution of their duties. Employees driving IPSTC vehicles are expected to exercise proper care and handling of the vehicle assigned to them and to use them only for business purposes. As a driver of an IPSTC vehicle, employees should display courtesy and defensive driving tactics at all times. All drivers:

- Must possess a valid driver's license.

- Must adhere to all applicable motor vehicle laws where the vehicle is operated.

- Are responsible for all tickets or other fines incurred for failure to obey applicable vehicle laws.

- Operators of "off-road" vehicles (e.g., forklifts, tractors, heavy equipment, boats) are expected to adhere to all applicable laws or regulations pertaining to the safe operation of the vehicle.

All IPSTC vehicles are subject to inspection at all times.

If an employee loses the privilege to drive, the employee must notify his/her supervisor at the time the employee loses driving privileges. An employee's failure to notify his or her supervisor of such loss can result in disciplinary action, up to and including termination.

17. DRUG AND ALCOHOL PROBLEMS

Policy Statement

The organization considers alcoholism, drug abuse and similar problems as health problems. Whenever possible, the organization will give any employee suffering such problems an opportunity to recover. Listed below are the responsibilities of employees in this area, as well as the actions to be taken by supervisors.

17.1 Non-Drug Use Agreement

- 1) All new employees are required to sign, as a condition of employment, an organization non-drug use agreement.
- 2) By signing this agreement, each employee indicates an understanding that:

The use of alcohol or drugs (including the use of illicit drugs and the abuse of prescription drugs) whether on or off the organization property can adversely affect the employee's ability to perform his or her job, as well as endanger the employee and his or her co-workers.
- 3) Such use may result in disciplinary action, including suspension or dismissal.
- 4) A copy of the agreement will be placed in the employee's Personnel file

17.2 Duties of Supervisors

Supervisors are expected to:

- 1) Make sure that all employees reporting to them understand the organization's policy in this area.
- 2) Be alert to the symptoms of drug and alcohol abuse. These include changes in performance, attitude, personality, adherence to work rules and the like.
- 3) Bring any suspected problems in this area to the attention of the Finance & Administration Department. Supervisors should not present broad allegations. They should be prepared to discuss specific defects in performance, the number of days late, or absent, specific changes in behaviour, etc. This enables the Head of Finance & Administration to plan how to proceed, assess what assistance may be available and what type of discussions should be held with the employee.

17.3 Corrective Action

In some instances, there may be few, if any, choices left to the organization – for example, refusal of an employee to co-operate, criminal acts, etc. However, where possible, employees will be encouraged to seek out medical assistance or counselling.

This area requires great sensitivity and respect for the employee's need for confidentiality as well as a concern for IPSTC best interest. It is important that employees understand what the organization expects and that supervisors maintain proper monitoring action.

18. HARASSMENT AT THE WORK PLACE

Policy Statement

The organization expressly prohibits and will not tolerate any form of discrimination, harassment, or sexual harassment based upon race, sex, ethnicity, clan, political persuasion/affiliation, marital status, age, religion, nationality, disability or on any other ground.

18.1 Discrimination

Discrimination means treating an individual or a group of people worse or better than others based on race, sex, sexual orientation, ethnicity, clan, political persuasion/affiliation, marital status, age, religion, social status, nationality, disability or hierarchical position or any other ground in the organization. Discrimination includes harassment as defined below.

18.2 Harassment

Harassment means any unwelcome comment or behaviour that is offensive, demeaning, humiliating, derogatory, or any behaviour that fails to respect the dignity of an individual or a group of people.

Harassment occurs when an employee or group of employees must endure a work environment that is hostile, offensive or intimidating to them.

Examples of harassment include

18.2.1 Verbal

- 1) Derogatory and/or offensive remarks and jokes.
- 2) Name-calling and degrading words used to describe an individual or a group of individuals
- 3) Demeaning and inappropriate comments.
- 4) Threats or insinuations that could affect an employee's terms and conditions of employment

18.2.2 Visual

- 1) Leering and gesturing.
- 2) Displaying or distributing offensive objects or pictures, cartoons, posters or magazines
- 3) Displaying offensive/discriminatory computer screen savers.

18.2.3 Written

- 1) Offensive or threatening remarks in writing (letters, memos, emails, etc.)

18.2.4 Physical

- 1) Actual or threatened physical abuse or conduct

18.2.5 Sexual Harassment

Sexual Harassment means any unwelcome sexual advances, comments, and expressed or implied sexual demands, unwelcome touching, jokes, gesture, or any other communications of sexual nature that causes personal offence.

Examples of sexual harassment include, but are not limited to:

- 1) Offering employment or benefits in exchange for expressed or implied sexual favours.
- 2) Threats or implications that an employee's refusal or willingness to submit to sexual advances will affect their terms of employment or growth.
- 3) Initiating or participating in rumour mongering/gossiping of a particular staff member or group of staff members that result in sexually oriented character assassination that could lead to tarnishing of a staff's morale, self-esteem and reputation.
- 4) Sexually derogatory remarks and/or graphic verbal commentaries about an individual's body or dress.
- 5) Sexually suggestive or obscene letters, notes, emails or invitations.
- 6) Demeaning or inappropriate comments, name-calling, slurs or jokes.
- 7) Unwelcome sexual advances or propositions.
- 8) Leering, sexual gestures, displaying or distributing sexually suggestive objects or pictures, cartoons, graffiti posters or magazines and displaying offensive or discriminatory screen savers.
- 9) Actual or threatened physical contact or conduct.
- 10) Constant sexual or gender-based activity/comments which can create a hostile work environment.

Consensual, social relationships in the workplace are not considered to be sexual harassment. However, this excludes cases where an employee turns down a request for a social relationship and is consistently pressured to positively respond to such social relationship requests. For example, when a fellow employee says NO to a social invitation, it should be clearly understood that NO means NO. IPSTC discourages supervisors from directly or indirectly supervising an employee with whom there is a romantic relationship.

Retaliation occurs when an individual or a group of individuals "gets back at" or holds it against an individual after they report or complain about discrimination, harassment or sexual harassment.

Every employee of IPSTC is entitled to employment that is free of sexual harassment.

18.3 Reporting Procedure

Any employee who feels that they are being subjected to harassment should take assertive action immediately. This begins with making their disapproval or unease known to the offender immediately.

Every employee has a right and an obligation to report discrimination, sexual harassment or any other form of harassment, if they believe that discrimination or harassment has occurred. IPSTC encourages reporting of all incidents of harassment, regardless of who the offender maybe.

The discrimination/harassment may be against the individual or against another employee.

Discrimination/harassment should be reported to one of the following:

- 1) Director
- 2) Chief of Staff
- 3) Commandant
- 4) The Head of Finance & Administration
- 5) The employee's immediate supervisor

The report may be verbal or in writing, and should provide details of what happened including dates, location and names of any witnesses. IPSTC will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purpose of investigating the complaint or taking disciplinary measures thereto.. Employees, who believe that they have been or are currently being harassed, should maintain a record in order to substantiate their allegations. While IPSTC encourages written notes, please note that in case a lawsuit develops from the reported incident, the notes will not be considered privileged or confidential information during the legal proceedings.

To protect the rights of the employee, in all harassment incidences, the Head of Finance & Administration must be informed of any reported harassment incidences even when the employee initially files their complaint with staff outside the Administrations' unit.

In the case where the Head of Finance & Administration may have a conflict of interest the complaint should be forwarded to the Director.

18.4 Investigation

A confidential, thorough and prompt investigation of every allegation of discrimination harassment, or sexual harassment will be conducted. The investigation may consist of interviews with witnesses and other employees as appropriate, collection of information about the alleged conduct, gathering of documentation, or other procedures as appropriate.

The individual alleged to have violated this policy will have the opportunity to present their views of the events in questions. The organization will hold its determination until the investigation is completed. Within a reasonable period after the investigation is completed, both complaining employee and the employee alleged to have violated this policy will be informed as to the results of the investigation. All records of the investigation will remain confidential.

18.5 Investigation Process

- 1) Confirm name and position of the complainant
- 2) Identify the name and position of the alleged harasser.
- 3) Thoroughly ascertain all facts that explain what happened. Questions should be asked in a non-judgmental manner and the interviewer should keep an open mind.
- 4) Determine frequency / type of alleged harassment and if possible the dates and locations where the alleged harassment occurred.
- 5) Find out if there were witnesses who observed the alleged harassment.
- 6) Ask the individual how they responded to the alleged harassment.

- 7) Check whether the complainant knows or suspects other people who may have been harassed.

18.6 Appeal Process

If any party directly involved in a harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit written comments within seven days.

18.7 Penalties for discrimination

IPSTC will not tolerate any form of coercion, intimidation, reprisal or retaliation against any employee who reports incidences of discrimination, general harassment or sexual harassment, or provides any information or other assistance in an investigation.

Any employee found to have discriminated, harassed, coerced, intimidated or retaliated against another in violation of this policy will be subject to prompt and appropriate disciplinary action, up to and including termination of employment.

18.8 Organizational Disclaimer

IPSTC accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. IPSTC will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

19. SAFETY, HEALTH & ENVIRONMENT SECURITY

19.1 Safety, Health, Environment security Statement

IPSTC is committed to ensuring a safe and healthy working environment for staff and visitors to the Bureau.

Specifically, the IPSTC is committed to providing and maintaining:

- Control of the health & safety risks arising from work activities;
- A safe place of work with safe means of entry and exit;
- Safe plant, equipment and systems of work;
- A safe and healthy working environment;
- Necessary information, instruction, training and supervision to protect safety and health at work.

IPSTC is also committed to regular health and safety consultation with staff and their representatives and, where necessary with contractors and suppliers of equipment and services, to ensure that occupational health and safety management is of the highest standard.

IPSTC will strive to avail a comprehensive range of programs to staff to support their health, safety and wellbeing and the return to work of ill or injured staff, including ensuring training and instruction is provided to staff commensurate with their roles and responsibilities to enable them to comply with this policy.

19.3 Occupational Safety

19.2.1 Objectives of Occupational Health and Safety

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

19.2.2 General Safety and Environment Issues at the workplace

To achieve the above stated objective, IPSTC seeks to ensure that;

Employees have access to basic understanding of policy; responsibilities for Health and Safety (H & S) at work are all documented; there are up-to-date H & S risk assessments and fire risk assessments.

The provision of necessary H & S information, instruction and training is systematically undertaken and there is provision and correct use of necessary personal protective equipment (PPE) at all times.

Arrangements for emergency response/evacuation, first aid and occupational health are made and known and there exists documented procedures/safe systems of work, where necessary to establish and maintain a safe and healthy working environment.

H & S control arrangements for clients and visitors are documented and known and communication and consultation with employees on H & S issues is consistent throughout the organization.

There is consistent monitoring, investigation and reporting of any incidents, accidents or occupational ill-health; and corrective and preventative actions where any incidents, accidents or occupational ill-health occur are a priority.

19.2.3 Accident Reports

Accidents occurring within the IPSTC premises must be promptly reported to Directors or departmental heads.

The occupational accident report form should be completed as soon as all injured persons have been attended to and the consequences of the accident ably managed.

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

19.2.4 Health and Safety Committee

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

19.2.5 Safety Audits

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

19.2.6 Environment Protection

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

19.3 Drug and Substance Abuse

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

The IPSTC premises are non smoking zones:

Alcohol or other drug use on the job is unacceptable and is an offence which may lead to disciplinary action. Such cases are punishable through summary dismissal as stated in the Employment Act (2007);

Employees whose abilities are impaired due to drug and substance abuse, and are unable to perform their duties as required shall be liable to disciplinary action.

Should an employee be required to undergo alcohol/drug treatment, whether voluntary or mandatory, his/her absence is handled in accordance with existing leave policies and benefit plans. It remains the responsibility of the employee to meet established work standards;

Counselling and other treatment may be offered by IPSTC where appropriate;

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

19.4 Management of HIV & AIDS and Other Diseases Associated With Stigma

The aims of the policy are to ensure that as far as HIV and AIDS and other diseases associated with stigma (such as STI's, TB, etc) are concerned:

Employees are well informed about such diseases, including prevention, management of the disease, benefits of voluntary testing and effects of stigmatization;

Employees are equipped to deal with the responsibilities of living with a family member infected by such diseases;

Persons infected or affected by such diseases are not discriminated against in anyway; that their rights are not compromised due to their status, and -that they are allowed to develop their careers to the best of their abilities while being treated with human dignity.

IPSTC will periodically arrange for workplace (awareness) programs. Attendance to such workplace programs is encouraged;

IPSTC will ensure that sufficient information is readily available in places that are easily accessible to all members of staff.

19.5 IPSTC Response to HIV and AIDS

IPSTC's policies governing equal opportunity, workplace harassment, and personal privacy extend to issues relating to HIV and AIDS. No discriminatory or punitive action is permitted in cases such as;

where a staff member discloses their HIV status ;

where the HIV status is discovered in the course of processing medical records, or ;

Where a staff member discloses that they have been tested or where this is discovered.

It is important to note that HIV testing will not, at any time, form the basis of the IPSTC's recruitment and selection decisions. In addition, it is against the law for anyone to carry out any such test without the individual's specific consent.

19.6 Security at the Workplace

IPSTC recognises that secure operations are dependent upon employee participation, commitment and accountability. All security activities must adhere to the general principles laid down in IPSTC policies.

These are elaborated below to provide the basis on which IPSTC Security shapes the direction and conduct of security;

All Bureau activity must have due regard to the security and protection of employees. Prevention must be the first priority.

Preparedness is essential to mitigate incidents rapidly and effectively. Response plans should be developed for continuity purposes.

All incidents, including security breaches and irregularities must be reported and recorded. Corrective action should be taken and followed up through regular verification to improve the overall security standards.

Security personnel are authorised to screen all traffic at the gate so as to ensure that all persons entering the compound are duly authorised to do so.

All staff members are issued with IPSTC ID cards. They may, from time to time, be requested to produce their ID cards for verification.

Gate security personnel are authorised to perform checks on motor vehicles as they enter or leave the premises.

19.7 SMOKING

Policy Statement

Smoking in offices and public places is prohibited based in the Tobacco Control Act 2007. Based on this Act, a designated smoking zone has been established at the IPSTC” s office and should be used for that purpose.

20. GAZZETED PUBLIC HOLIDAYS - KENYA

Subject to maintenance of essential operations, the following gazetted Public Holidays are granted with pay provided the employee is not absent without permission on the work day either immediately preceding or following the Public Holiday. Whenever a public holiday falls on a Sunday, the Monday following will be a public holiday.

20.1 General

Designation	Date
New Year's Day	January 1
Id Ul Fitr*	As provided annually
Good Friday*	As provided annually
Easter Monday*	As provided annually
Labour Day	May 1
Christmas Day	December 25
Boxing Day	December 26
Any other Official Gazetted holidays	

20.2 National

Designation	Date
Madaraka Day	June 1
Mashujaa Day	October 20
Jamhuri Day	December 12

21. COMMUNICATIONS POLICY

The IPSTC feels that open communication between employees and management is essential to a productive and successful working environment as it promotes efficiency and generates a better understanding of the IPSTC's objectives.

Forthright discussions between the employees and the management reduce the likelihood of the need for more formal review and/or formal action plans. The IPSTC strives to provide fair, orderly and speedy resolution of issues and concerns that may occur in the workplace.

22. AMENDMENT

The management of the IPSTC reserves the right to alter at their discretion any clause (s) of these Human Resource Policy and Procedures Manual terms of service and expected mode of behaviour. Such alterations will be notified to all members of staff in writing.

23. ACKNOWLEDGEMENT FORM

HUMAN RESOURCES POLICIES & PROCEDURE MANUAL RECEIPT AND ACKNOWLEDGMENT FORM

This is to acknowledge that I have received a copy of the IPSTC Human Resources Policies and Procedures Manual.

I understand that I am responsible to read and familiarize myself with their contents, and will be expected to observe and comply with these policies in all respects.

PRINT FULL NAME: _____

POSITION: _____

SIGNATURE: _____

DATE: _____

Please return this form dully filled and signed to the Finance and Administration Manager

ANNEX A



INTERNATIONAL PEACE SUPPORT TRAINING CENTRE (IPSTC)

STAFF APPRAISAL FORM

APPRAISAL PERIOD: YEAR 2013

NAME OF EMPLOYEE

SCHOOL/DEPARTMENT

NAME OF THE APPRAISER

JOB TITLE:

JOB TITLE:

PART A	(Appraiser to fill in the overall appraisee's score as obtained on Page 6 under the appropriate category)	
SCORE	PERFORMANCE RATING	OVERALL SCORE OBTAINED
5	EXCEEDS EXPECTATIONS Work performance is consistently superior to the standards required for the job	
4	GOOD PERFORMANCE Work performance is consistently above average	
3	MEETS EXPECTATIONS Work performance consistently meets the standard performance for the position	
2	AVERAGE PERFORMANCE Work performance is average – good effort demonstrated	
1	IMPROVEMENT NEEDED Work performance does not consistently meet the standards of performance for the position. Serious effort is needed to improve performance	
0	NOT APPLICABLE The employee is not required to perform in a specific rating factor and cannot be rated.	

PART B - SUMMARY OF MAIN DUTIES AND RESPONSIBILITIES

1.
2.
3.
4.
5.

1. SUPERVISORY /LEADERSHIP SKILLS
(Applicable only to all managers and supervisors)

	RATING BY APPRAISEE	RATING BY APPRAISER	AGREED RATING
Trains and develops staff			
Faces performance problems squarely			
Supports responsible risk taking			
Controls costs and maximizes resources			
Sets high standards for self as well as for others			
Supports useful debate and disagreement			
Welcomes constructive criticism			
		TOTAL SCORE	
AVERAGE SCORE OF (1) = <u>TOTAL SCORE</u> = 7			
<u>Appraisee's Comments:</u>			
<u>Appraiser's comments:</u>			

2. Technical Skills

	RATING BY APPRAISEE	RATING BY APPRAISER	AGREED RATING
Job knowledge and skills relating to the job			
Analyzes problems accurately			
Provides suggestions for work improvement			
Employs tools of the job competently			
Follows laid down policies and procedures properly			
		TOTAL SCORE	

AVERAGE SCORE OF (2) = $\frac{\text{TOTAL SCORE}}{5}$ =

Appraisee's Comments:

Appraiser's Comments:

3. QUALITY OF WORK

	RATING BY APPRAISEE	RATING BY APPRAISE	AGREED RATING
Accuracy and precision			
Thoroughness /neatness			
Reliability			
Responsiveness to requests for service			
Follow-through /follow-up			
Judgment/decision making			
		TOTAL SCORE	
<p>AVERAGE SCORE OF (3) = $\frac{\text{TOTAL SCORE}}{6}$ =</p>			
<p><u>Appraisee's comments</u></p>			
<p><u>Appraiser's comments</u></p>			

4. INTERPERSONAL SKILLS

	RATING BY APPRAISEE	RATING BY APPRAISER	AGREED RATING
With co-workers			
With supervisors			
Team participation			
Team contribution			
Effort and commitment			
		TOTAL SCORE	
<p>AVERAGE SCORE OF (4) = <u>TOTAL SCORE</u> =</p> <p style="text-align: center;">5</p>			
<p><u>Appraisee's comments</u></p>			
<p><u>Appraiser's comments</u></p>			

5. COMMUNICATION SKILLS

	RATING BY APPRAISEE	RATING BY APPRAISER	AGREED RATING
Written expression			
Oral expression			
Shares information willingly			
Tact diplomacy			
Welcomes constructive criticism			
Supports useful debate and disagreement			
		TOTAL SCORE	
<p>AVERAGE SCORE OF (5) = <u>TOTAL SCORE</u> =</p> <p style="text-align: center;">6</p>			
<p><u>Appraisee's comments:</u></p>			
<p><u>Appraiser's comments:</u></p>			

6. APPROACH TO WORK

	RATING BY APPRAISEE	RATING BY APPRAISER	AGREED RATING
Actively seeks ways to streamline processes			
Open to new ideas and approach			
Initiative			
Seeks additional training and development			
Attendance			
Priority setting			
Work completion as required and on schedule			
		TOTAL SCORE	

AVERAGE SCORE OF (6) = TOTAL SCORE ÷

7

Appraisee's comments:

Appraiser's comments:

PART D - OVERALL PERFORMANCE RATING

FOR: MANAGERS AND SUPERVISORS	TOTAL AVERAGE SCORES OF $\frac{(\underline{1})+(\underline{2})+(\underline{3})+(\underline{4})+(\underline{5})+(\underline{6})}{6} =$
FOR: OTHER STAFF	TOTAL AVERAGE SCORES OF $\frac{(\underline{2})+(\underline{3})+(\underline{4})+(\underline{5})+(\underline{6})}{5} =$

PART E – EVALUATION OF PERFORMANCE WITHIN THE YEAR

APPRAISEE'S COMMENTS

Any challenges, issues, problems, constraints faced.

What do you consider to be your most important achievements of the year 2012 to date?

Targets for the half year 2012

Specific training required (subject to financial resources)

RECOMMENDATIONS

SIGNED: Appraisee **DATED:**

SIGNED: Appraiser **DATED:**

RECOMMENDATIONS / COMMENTS BY SCHOOL COMMANDANT

SIGNED:.....**DATED:**

Annex B: Salary Structure

Service Band	Level (GR)	Remuneration per Month (Ksh)									
		Steps									
		I	II	III	IV	V	VI	VII	VIII	IX	X
SB 1	GRA 1	16,800	17,640	18,522	19,448	20,421	21,442	22,984	23,639	24,821	26,000
	GRA 2	23,608	24,788	26,477	28,490	29,898	31,200	32,464	33,219	34,879	36,623
SB 2	GRA 3	34,320	34,601	37,440	38,395	40,315	42,331	44,447	47,711	48,468	51,453
	GRA 4	46,800	48,928	50,770	53,927	56,640	59,472	62,445	66,734	68,261	72,288
SB 3	GRA 5	65,466	68,085	70,808	72,372	76,582	79,650	82,587	84,081	88,824	93,179
	GRA 6	91,777	95,654	99,481	103,460	107,598	111,902	116,378	121,033	125,875	130,910
SB 4	GRA 7	129,219	134,388	139,763	145,354	152,125	157,215	163,503	170,043	176,845	183,919
	GRA 8	181,543	187,524	196,357	204,211	212,380	220,875	229,710	238,000	248,454	258,393
SB 5	GRA 9	255,055	265,257	275,868	286,902	300,000	310,314	322,726	335,635	349,061	363,023
	GRA10	358,334	372,668	387,574	403,077	419,200	435,968	453,407	471,543	490,405	510,021
SB 6	GRA 11	503,434	523,571	544,514	566,294	588,946	612,504	637,004	662,484	688,984	716,543
	GRA 12	707,288	735,580	765,003	795,603	827,427	860,524	894,945	930,743	967,973	1,006,691

Annex C: Certificate of medical fitness



International Peace Support
Training Centre

Westwood Park

P O Box 24232

Karen, Kenya

CERTIFICATE OF MEDICAL EXAMINATION

PART 1

International Peace Support Training Centre
Westwood Park
P.O. Box 24232
Karen

NAIROBI

To: The Medical Officer

Name: *Mr./Miss/Mrs. is sent herewith for medical examination as a
candidate for *temporary/contract/permanent service employment at International Peace
Support Training Centre

..... (Signature)

..... (Designation)

PART 2

I hereby certify that I have thisday of the month of the year
examined the above-named candidate and that in my opinion they are *fit/unfit for
*temporary/contract/ permanent service employment at International Peace Support
Training Centre

..... Station.....

Medical Officer

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

Part 2 of the form to be completed by the Medical Officer, who shall return one copy to
Kenya National Bureau of Statistics

Delete whichever is inapplicable.