

GREAT LAKES UNIVERSITY OF KISUMU



HUMAN RESOURCE MANUAL FOR STAFF

TABLE OF CONTENTS

1. INTRODUCTION.....	5
1.1 Human Resources Mission, Vision and Commitments	5
1.2 Definition of Terms	5
1.3 Purpose and Application	7
1.3.1 Purpose.....	7
1.3.2 Authority and Application	7
1.3.2.1 Date of Application.....	7
1.3.2.2 Amendments	7
1.3.2.3 Policy Development.....	8
1.4 Interpretation	8
1.5 Delegation	8
1.6 Parties.....	8
2 TERMS AND CONDITIONS OF SERVICE	8
2.1 Recruitment and Selection	8
2.1.1 Categories of Employment.....	8
2.1.2 Recruitment policy	9
2.1.2.1 Policy Statement	9
2.1.2.2 Position/Personnel Approval	9
2.1.2.3 When a Current Position Is Vacated:.....	9
2.1.2.4 When a New Position Is Required:	9
2.2 Basis for Employment:	5
2.3 Advertising Position – Recruitment	5
2.4 Selection Process	5
2.4.1 Short listing of Applicants	5
2.4.2 Interview Process:.....	6
Interview One – All Candidates.....	6
Interview Two – All Candidates:.....	6
2.5 Written Offer.....	1
2.6 Reference Check.....	1

2.7 Casual Employment.....	1
2.8 Employment Contract	1
2.9 Orientation Packet	2
2.10 Employment Documents	2
3. TRIAL/PROBATIONARY PERIOD AND CONFIRMATION:.....	2
3.1 Probation	2
3.2 Confirmation or Dismissal	3
3.3 Change of Terms	3
3.4 Renewal.....	3
4 NEW EMPLOYEE INDUCTION	3
4.1 Orientation.....	3
5 JOB DESCRIPTIONS.....	4
6. TRANSFER AND REASSIGNMENT	5
7. General Conduct	5
7.1 Dress Code	5
7.2 Telephones and Faxes	5
7.3 Internet and E-mail Access	6
7.4 Office Equipment	6
7.5 Office Stationery	6
7.6 Office Hours	6
7.7 Personal Visitors	7
7.8 Articles Authored By GLUK Employees.....	7
8. Code of Conduct and Confidentiality	7
8.1 Policy Statement.....	7
8.2 Responsibilities of Employees	8
8.3 Participation of GLUK Staff in Other Companies	9

8.4 Declaration of Confidentiality	9
9.0 Performance Appraisals	9
9.1 Job Description.....	9
9.2 Performance Standards.....	10
9.3 Process.....	10
10. Salary Administration	10
10.1 Salaries and Benefits Guidelines.....	11
10.2 Remuneration	11
10.3 Annual Increment	11
10.4 Occasional Salary Changes	11
10.5 Salary Advances	11
10.6 Overtime	12
11. REMUNERATION.....	12
12. STAFF BENEFITS.....	14
13. STAFF TRAINING AND DEVELOPMENT.....	15
13. PROMOTIONS	18
14. TENURE OF APPOINTMENT.....	19
15. Leave and Absence Policy	20
16. ATTENDANCE AT THE UNIVERSITY	25
17. INTELLECTUAL PROPERTY.....	26
18. PRIVATE WORK	26
19. ALLOWANCES	27
20. PENSION SCHEME.....	28
21. TRANSPORT AND TRAVELLING	28
22. EMPLOYEE NOT TO BIND THE UNIVERSITY	29
22.1 Discipline.....	29

22.2 Misconduct.....	29
22.3 Minor Misconduct.....	29
22.4 Major misconducts - subject to general termination process.	30
23. Grievance Procedures	31
24. HIV/AIDS & Life-Threatening Illness	32
25. GENDER POLICY	33
26. ALLOWANCES	34
27. SEPRATION FROM THE INSTITUTION	34
28. TERMINATION OF EMPLOYMENT	37

1. INTRODUCTION

1.1 Human Resources Mission, Vision and Commitments

Mission:

To provide equal opportunity to all, recruiting and hiring the most qualified employees and retaining them through service characterized by respect and humility.

Vision:

To build a strong, winning team that will enable Great Lakes University of Kisumu (GLUK) to achieve its objectives.

Commitments:

- **Confidentiality:** We commit to treat all information we are entrusted with by employees and job applicants with the utmost care and confidentiality.
- **Efficiency:** We commit to considering the cost of every decision that we make and striving to keep costs as low as possible. To help others in this endeavor, we will work to give prompt and fast service to all employees.
- **Empathy:** We will seek to show understanding when dealing with all employees and others who pass through our doors.
- **Equal Opportunity Employment:** GLUK is an equal opportunity employer. We commit to base employment decisions on criteria relating to the applicant's ability to perform at the highest level with the job responsibilities, rather than on factors that are unrelated to performance. We subscribe to the principle of non-discrimination in employment regardless of race, gender, color, religion, tribe, sex, disability, or age. We will pay employees equal remuneration for work of equal value without discrimination of any kind.
- **Reliability:** We commit to disseminate accurate and prompt information to employees on organizational developments affecting them in any way.
- **Employees Livelihood and Development:** We commit to providing adequate compensation, addressing training needs, providing guidance and opportunities, and encouraging open dialogue on performance expectations.
- **Transparency:** We commit to be open in our recruitment efforts and other employees dealings, while always respecting the confidentiality of the information our employees gives us.

1.2 Definition of Terms

Effective Date of Employment: The rights and obligations conferred by these terms and conditions of service shall not become effective until the day the employee assumes duties with GLUK and presents a signed copy of his/her letter of acceptance.

Employment: Any Contract based upon these Conditions of Service.

Employee: A person offered and accepting of an employment contract with GLUK and appointed under these Conditions of Service.

Employer: Great Lakes University of Kisumu, hereafter referred to as GLUK.

Basic Salary: Regular monthly remuneration exclusive of all benefits.

Continuous Employment/Antiquity of Employees: A period of unbroken service, which begins upon the date the employee assumes duties and presents a signed employment contract and ends when the contract is terminated. Justified absences as defined by the leave policy in this handbook will not be considered interruptions of the period of employment. The following contribute toward the period of continuous employment:

- Probation
- Periods of apprenticeship
- Periods of employment contracts of definite duration, when the work is performed for the same employer
- Periods of paid leave of absence
- Holidays
- Preventive suspension pursuant to disciplinary proceedings, provided that the final decision is in favor of the worker
- Preventive imprisonment, provided that at the end of the proceedings there is either no charge against the worker, or he/she is found not guilty.

Dependent: Persons entitled to benefits in accordance with the Terms and Conditions of Service in this handbook. For each employee the following may be considered a dependent:

- His/her spouse.
- Biological children up to the age of 18 or up to the age of 21 if in a tertiary educational institution.
- Legally adopted children or stepchildren.
- Registered dependents of the employee at the material time who are wholly dependent on the earnings of the employee.

1.3 Purpose and Application

1.3.1 Purpose

The purpose of this manual is to afford all employees with a clear explanation of our policies and procedures. The policies outlined in this document are not guidelines, they are required operational procedures. If there are any actions taken outside these required procedures written approval from the Department head and/or Vice Chancellor is obligatory.

1.3.2 Authority and Application

The policies and procedures in the manual shall apply to all employees of GLUK who:

- Are appointed to permanent conditions of service.
- Have a signed, legal, employment contract of a definite or indefinite duration that specifies the application.
- Are on temporary employment or are seconded to GLUK.

It is the responsibility of departmental heads to ensure that all human resource policies and procedures are adhered to. It is the responsibility of the Finance and Administration department to ensure that GLUK's procurement policies and procedures are followed by conducting periodic audits.

1.3.2.1 Date of Application

These conditions are effective beginning June 2011 as approved by Council. Employees who do not abide by these Conditions of Service as presented in this document, together with the related regulations and policies of GLUK, shall be subject to potential disciplinary action.

1.3.2.2 Amendments

Amendments, approved by the Council, may be made at any time to the Manual. Information of any amendments or alterations to the manual must be in accordance with the Kenyan Labor Law and circulated to all employees of GLUK and posted in a visible location.

It is the responsibility of the Head of HR to update this manual. He or she must ensure that:

- The manual is kept up to date and continues to set out the procedures that must be followed in the daily operations.
- Amendments to the manual are properly authorized and communicated to all employees immediately.
- Any amendment to existing procedures is properly processed and duly implemented
- The manual should be reviewed annually to accommodate any relevant change.
- Senate approvals for changes to this manual shall equate two signatures, one of which must include the Vice Chancellor or his/her designate. This will apply to any section in this manual requiring Senate approval, which generally relate to policy issues. After changes have been approved by the Senate, the Head of HR will be responsible for making the changes to manual.

1.3.2.3 Policy Development

The purpose of GLUK's Human Resources policy is to enable employees to enjoy their wellbeing and to assist them to work productively in pursuing GLUK's goal of providing services. These policies are subject to on going revision based on the input provided by GLUK's employees and the changing operating environment in Kenya within which the University functions. Employees wishing to make comments or suggestions regarding GLUK's HR policies are welcome to submit these to the HR Department.

1.4 Interpretation

The interpretation of these Human Resource Policies shall rest on the Human Resource Committee subject to approval by the Senate and ratified by the Council.

1.5 Delegation

The Council may delegate any of its functions and powers under these TCS to the Senate or to the Rector. The Rector may delegate his duties and powers under these TCS to any officer of the University.

1.6 Parties

The Governing Council ("the employer"); and the employees employed by the employer as Tutorial Fellows, Lecturers, Senior Lecturers, Associate Professors, Professors, Deans, Principals, Deputy Vice Chancellor and all the non-teaching staff including administrative staff listed in the same employment categories, who have been offered and who have accepted employment with the University.

2 TERMS AND CONDITIONS OF SERVICE

2.1 Recruitment and Selection

2.1.1 Categories of Employment

The main categories of employees are:

i. Senior academic and management staff

- Vice Chancellor
- Deputy Vice Chancellors
- Professors/Deans of faculties, Principals of Colleges and Directors of Institutes

ii. Middle level academic and management staff

- Senior Lecturers
- Lecturers
- Librarian
- Registrars

- Managers
- Officers

iii. Lower level management

- Tutorial Fellows
- Administrative Assistants

2.1.2 Recruitment policy

2.1.2.1 Policy Statement

GLUK is committed to recruiting employees and management of the highest caliber and experience who support our mission and vision. GLUK Employees shall be recruited using a predetermined, systematic process as outlined below.

2.1.2.2 Position/Personnel Approval

The need for an employee will be based upon previously prepared strategic/organizational plans submitted to and approved by the Senate. The appropriate Department Head, in liaison with Human Resources, will develop a complete job description that clearly defines the responsibilities and tasks for each position as well as the mandatory and desired qualifications.

2.1.2.3 When a Current Position Is Vacated:

The first step in hiring a new employees for an existing open position is the completing a Personnel Requisition Form. Positions with incentive packages that have already been approved by Senate are identified by the JDs stored in the HR folder held in the HR office. All approvals on the Personnel Requisition Form must be obtained before advertising/recruitment for post can commence. Approval will include finance department to ensure existing budgetary limitation do not restrict filling the open position. All position within the Management and Executive Management levels require approval from the Senate.

2.1.2.4 When a New Position Is Required:

- If there is a felt need for additional position that is not currently within GLUK position listing as expressed by the JDs on file, (See HR folder on HR office, the Department Head should submit a Position Requisition Form with a JD to the Administrative committee.
- The Administrative committee will approve, decline, or table the position to the Senate.
- If the position is approved by the Senate, the requisition form should be submitted to HR for further deliberations.
- Together with the supervisor, HR will create a package (compensation, target fill date, market assessment) which must be approved by the Senate. Market data has to be provided by third party approved by Senate.
- For Position Requisition within HR, the Senate will appoint appropriate individual to substitute HR function in process.

2.2 Basis for Employment:

GLUK is an equal opportunity employer and will hire the most qualified applicant, regardless of sex, race, color, language, ethnic or social origin, religion, political orientation, marital status or disability.

GLUK will pay employees equal remuneration for work of equal value, without discrimination of any kind. GLUK will not hire any person under the age of 18.

GLUK strictly prohibits the employment of relatives. By relatives we mean, First Degree Members (mother, father, child, spouse, brother or sister) and Second Degree Family Members (mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, 1st cousins) of the same biological family.

2.3 Advertising Position – Recruitment

In order to attract the highest caliber of employees, all Academic staff and Management positions may be advertised externally through national publications, recruitment agencies and other available networks.

All other employee positions will be advertised through local publications and other available networks, which may include local churches, university postings and business contacts.

All positions shall be posted internally (and within all campuses) and qualified candidates will be encouraged to apply. HR will advise the employees via e-mail and copies on the notice board at least one week prior to the desired closing date of the position. If academic as well as experience level are capable with internal applicants, the interview process will initiate with them. This could be as little as just one qualified internal candidate. External sourcing will only commence when internal options have been exhausted.

- There will be no penalties to current employees for applying for another internal post
- Employees who are still on probation may not apply for another internal post within GLUK.

The HR department will be responsible for approving, coordinating and initiating advertising for vacant positions through the above sources.

2.4 Selection Process

2.4.1 Short listing of Applicants

Curriculum Vitas are reviewed based on experience, education and applications, a 'short list' of qualified applicants (regardless of gender) will be invited to interview for each advertised position. The short listed candidates will be selected by Human Resources Department, in consultation with the relevant Departmental Heads/position supervisor, according to the requirements outlined in the advertisement/job description.

- A minimum of four (4) and a maximum of eight (8) qualified candidates for every vacant position must be short listed for the selection process to continue. The only exception to this requirement is when the ideal candidate may be within existing applicants and delaying a decision would mean failure to successfully recruit said candidate. To proceed with less than four (4) per open position, approval from the Administrative committee is necessary.

2.4.2 Interview Process:

Candidates must pass through a minimum of two interviews before an offer can be made, though internal candidates can pass through fewer interviews than external if approved by HR and the Department Head/position supervisor hiring. All interviewers will utilize GLUK's standard interview form to evaluate each candidate separately. Once all candidates have been interviewed scores will be compiled and candidates ranked based on performance during interview, the interview team will discuss the accuracy of ranking; top ranked candidates proceed to next stage.

- As a large number of employees will participate in the interview process and may not be experienced at interviewing, quality control will entail the preparation of these employees by HR department for this process. Employees will be trained on interview etiquette, strategy and legal restrictions. They will be educated how to inquire about:
 - References,
 - Reason for application to GLUK
 - Christian commitment
 - Expectations, conception of ideal position
 - Short-term and long-term career goals
 - Candidate's strengths and weaknesses
 - Other pertinent areas

Interview One – All Candidates

This interview will be conducted by three (3) or four (4) of the immediate team the candidate will be working, the HR department and the immediate supervisor. This panel should be a cross functional representation of the team as each employee's compensation is based on team performance. This interview will address the technical qualifications of each candidate. The objective of this interview is to identify a total of two (2) to four (4) candidates per open position for the next stage.

Interview Two – All Candidates:

This panel will be the Administrative committee of the Senate who will focus on how the candidate can add value to the team from every perspective, especially in regard to their values and their analytical abilities. The objective of this interview is to identify the final candidate.

In case of an Executive or Senior Management position may also be interviewed by one board member when feasible.

2.5 Written Offer

The Administrative committee must agree on the amount of offer for specific candidates before the offer is made. The offer amount will be based on analysis of market information within our competitors. If offer is not accepted, the Administrative committee will determine if runner-up is worthy of offer or processes needs to be reinitiated.

No engagement shall be effective unless the successful candidate, following the interviews, has been made an offer in writing from GLUK and has signified his/her acceptance by providing a signed letter of acceptance.

The appointment authority resides in the Vice Chancellor or his/her designate. The Vice Chancellor or his/her designate must sign all offer letters. All appointments are subject to the terms and conditions stated in this manual.

2.6 Reference Check

Confirmation is subject to the reception by GLUK of at least two acceptable professional references from past employers who are not relatives. All effort will be made to gain creditable references outside of those provided by candidate prior to making offer. However, should unacceptable or unfavorable references be received during the probation period, the employment may be terminated without notice. The GLUK HR Department will solicit references by means of a standard form which will be filed in the employees personal file.

2.7 Casual Employment

Casuals are to be hired on recommendation by head of department but internal adverts should be put on notice boards to give all employees opportunity to participate in the recruitment process.

2.8 Employment Contract

Persons offered employment will be issued with a Contract of Employment and Job Description (JD) by Human Resources prior to commencement of employment, which comprise their conditions of service in accordance to Kenyan Law. The contract and JD must cite:

- Effective date of employment and the period of the contract
- Specific task(s) to be performed during the contract period
- Department of assignment
- Basic Salary and other benefits
- Other relevant terms of employment

The contract will become valid only after signature by the employees and the Vice Chancellor or his/her designate. GLUK's contract of employment will be for a maximum of three years. All contract employees will be entitled to benefits, terms and conditions as specified in their contract of employment which may or may not include those contained within the Human Resources Manual.

2.9 Orientation Packet

Upon commencement of employment, employee will receive:

- Employment Handbook
- Code of Conduct and Confidentiality Declaration (to be signed)
- Policy on Information Systems Access and Security (to be signed)
- Declaration of Beneficiaries and Dependents (to be signed)
- Personal Data Form (to be filled out)
- Medical Insurance Application Form (to be filled out)
- Summary of Benefits
- Organograms of Organization
- Examples of all leave forms, request forms etc.
- Documents to be signed must be submitted to the Human Resources Department within five (5) business days of employment.

2.10 Employment Documents

On the first day of reporting for duty, new employees are required to submit the following documents to the Human Resources Department:

- NSSF membership card;
- Copy of National Identity Card;
- NHIF card
- Copy of Drivers License (where applicable);
- Two (2) recent passport size photographs of self; and
- One (1) recent passport size photograph for each dependent (i.e. the spouse and a maximum of four (4) children.

3. TRIAL/PROBATIONARY PERIOD AND CONFIRMATION:

3.1 Probation

Upon acceptance of a written offer outlining the Conditions of Service, *every* employee of GLUK shall serve a probationary period as listed below:

- 180 days for senior management
- 90 days for all other employees.

During probation, GLUK or the employee may terminate the employee's contract at any time, having only to give the reasons for the termination in writing. Non-management employees must give 24 hours notice, management must give one week notice. All employees whose contract is terminated during probation may be given up to seven (7) days to hand over their position.

3.2 Confirmation or Dismissal

Within one month of completion of the trial period, the appropriate Department Head shall conduct an evaluation using the GLUK Appraisal Policy and process. The parameters to be used for the evaluation will be presented to the employee upon initiation of his/her probationary period.

Based on the findings of the evaluation, the Department Head shall recommend one of the following:

- Confirmation of the employee in his/her position for successful completion of the probationary period.
- Termination of the employee for unsatisfactory performance during the probationary period.
- Extension of the probationary period (limited to one extension) for a maximum period of 90 days.

The Head of HR & Administration will confirm the recommendation of the Department Head with the Vice Chancellor and issue the appropriate documentation, signed by the Vice Chancellor. Effective from the date of confirmation, all accrued benefits will be offered to the employees, retroactive to the date of hire, subject to policies and procedures in this handbook.

3.3 Change of Terms

Any change of terms in the contract requires communication in writing to the employee concerned. The change should be authorized by the Vice Chancellor and a copy filed in the employees personnel file.

3.4 Renewal

At the expiry of the employment term GLUK may in its sole discretion renew the employee's contract on the same terms or on new terms. The employer must inform the employee of the organization's intention to offer or not to offer a renewed contract to the employee at least one month prior to the end of this agreement.

Department Heads will bring to the attention of the HR Department any contracts due to expire at least 2 months in advance. The Departmental Head may then submit to the HR Department any request for extension of the contract. This request must be submitted at least one month before the expiration of the contract period along with a justification of extension including duration of the proposed extension.

4 NEW EMPLOYEE INDUCTION

4.1 Orientation

GLUK will provide a two-part orientation for new employees at the commencement of their employment. The first part will cover the general over view of the University. The second section

will be a job-specific orientation carried out by the employee's immediate supervisor. These two components will take a minimum of two (2) days from the date the employee reports.

- General Orientation will entail but not be limited to:
- GLUK Personnel, Administration, Training and Financial policies;
- Introduction to GLUK's organizational and operational structure;
- The depth of each orientation will depend upon the entry level of the employees;

Job Specific Orientation: During the new employee's first month on the job, the employee's supervisor will provide a job-specific orientation covering the following areas:

- Discussion of job responsibilities;
- Introduction of GLUK counterpart employees;
- Departmental monitoring procedures;
- Review of job specific issues (travel, accommodation and vehicle regulations, etc.) and
- Review of job specific personnel policies.

5 JOB DESCRIPTIONS

Definition

A job description is a precise description of what a specific position entails. It includes:

- A job summary statement;
- Definition of responsibilities;
- Details of tasks;
- Key contacts/relationships;
- Levels of authority and autonomy;
- Required competencies;
- Qualifications;
- Reporting Relationships.

Each employee shall be provided with a job description, which will describe the title, duties, responsibilities and authority of each position within the Organization. The employees and his/her supervisor will sign the job description to indicate agreement with the contents therein. All employees will have a detailed job description while Drivers, Cleaners, Messengers, and Guards will have basic job descriptions.

Job Descriptions for Supervisors and Managers will include a responsibility to "ensure the successful achievement of the objectives". This responsibility will encompass tasks that state their responsibility for providing coaching and mentoring to the people they supervise, as well as the various formal dialogues, which indicated good performance management.

All Department Heads will ensure that each position has a job description. Management discretion will be used to decide if a particular position requires inclusion of "working

conditions”, “languages”, “authority”, “certificates and licenses”, “accomplishments and contacts/purpose”

Job Descriptions shall be developed by the Heads of departments in conjunction with HR department to ensure that the job description captures all the details of the tasks and responsibilities of the employees. These descriptions should be update periodically to take into consideration any changes to or into the job.

A copy of the Job Description duly signed by the incumbent and the supervisor will be filed in the incumbent’s personal file.

Job Descriptions may be modified by the Organization from time to time. In addition to the duties which this job normally entails the Employees may from time to time be required to undertake additional or other duties as necessary to meet the needs of GLUK.

6. TRANSFER AND REASSIGNMENT

GLUK reserves the right to transfer personnel when and where necessary within the Republic of Kenya. While in all cases full discussions of the assignment will be attempted, personnel must be willing to accept transfers or reassignment. This is part of GLUK’s initiative to create a multi-skilled work force across its network in the country.

GLUK’s primary obligation is to provide the best and most qualified person for the various assignments in the organisation.

Careful consideration will be given to employee’s special and personal circumstances in reassignments. Where transfer is objected to by any employees on reasonable grounds, GLUK will make every effort to find a suitable alternative. Subject to the foregoing, when transfer is requested, compliance will be expected.

7. General Conduct

7.1 Dress Code

In order to bring out the professional, solid and reliable image that all GLUK employees represent, employees are expected to be well groomed and smartly dressed at all times while on duty. All employees must be in business casual. Tee-shirts and jeans must not be worn to work. Employees attending business occasions/meetings are expected to conform to the official dress code as above.

7.2 Telephones and Faxes

Prescribed Telephone Etiquette

- Identify GLUK, yourself, and your department.
- Greet the caller in a pleasant tone.

- Do not let the phone ring more than thrice.
- Do not pass a ringing phone.
- Do not keep the caller on hold for unnecessarily long.
- Do not chew or eat while talking to a caller.
- A typical business call should not exceed 5 minutes.
- Telephone/Fax Costs

In order to contain operational overheads, employees are discouraged from using the office telephones/faxes for personal use. Prior approval should be sought for any international telephone calls or faxes. Employees should not leave their mobile telephones unattended while in the office premises.

7.3 Internet and E-mail Access

The Internet is a tool for business-related purposes i.e. to communicate with customers, to research on relevant topics and obtain useful information. Employees should not use the internet for personal research or email during office hours. Employees must conduct themselves honestly and appropriately on the Internet and respect the copy rights, software licensing rules, property rights, privacy and prerogatives of others.

7.4 Office Equipment

GLUK will endeavor to provide employees with the relevant tools and equipment to enable them do their work; however, office equipment in use by employees should be handled with utmost care. All equipment should be switched off and where possible, covered with dust covers at the end of each day. The use of photocopiers for personal and schooling is strictly prohibited. Employees are discouraged to carry office equipment to their homes without an appropriate written authority from the Vice Chancellor.

7.5 Office Stationery

Use of office stationery for personal work is greatly discouraged. Employees should avoid wastage of stationery and as far as possible envelopes and plain papers should be recycled.

7.6 Office Hours

GLUK's official office hours are from Monday to Friday (8.00 am to 5.00pm) with a one-hour lunch. There may be unforeseen circumstances which may require employees to put in extra hours beyond the minimum of 40 hours per week and or come in over weekends and Public Holidays. In such instances, employees will be expected to honor their work assignments as part of their commitment to GLUK's mission.

Any employees leaving their duty station for any period of time in the course of the working day should do so with the knowledge of their immediate supervisor.

7.7 Personal Visitors

It is recommended that employees attend to their personal visitors at the reception area. The supervisor is to ensure that the duration of time employees spend with personal visitors should not compromise customer service or eat on university hours. Selling clothes and other items in the office premises by personal visitors is expressly forbidden.

7.8 Articles Authored By GLUK Employees

Any and all reports, articles or other documents that are prepared by employees in the course of their employment in GLUK are for the use of GLUK exclusively. When an employee prepares an article for publication about a GLUK program or project, the manuscript is to be sent for review and approval by the Vice Chancellor before being submitted for publication.

GLUK wishes to encourage its employees to write and publish articles about its work, subject to GLUK policies on the issue. Any article by a member of employees may be considered a reflection of GLUK's policy and interest.

No GLUK employees shall conduct or give any interview to the press or the media without express written authority from the Vice Chancellor. Any inquiries from the media/press should be directed to the Vice Chancellor be they from individuals (journalists, researchers) or other institutions.

8. Code of Conduct and Confidentiality

8.1 Policy Statement

To maintain investor and public confidence, all employees of GLUK should be guided by the principles established here in the Code of Conduct, based on our Core Values of Respect, Integrity, Stewardship and Commitment to the Community and centered on the principles of confidentiality, professionalism, loyalty and absolute honesty.

To ensure adherence to this Code of Conduct:

- All Members of GLUK must sign a declaration of their understanding and acceptance of this code of conduct upon confirmation of employment and renew this declaration annually. Employees must comply with the code in their day-to-day work, and any circumstances that might compromise these ideals must be avoided.
- Should these core values be violated, severe reprimand or dismissal may result as stipulated in the Discipline and Grievance Policy.

Any observed cases of non-compliance must be reported to the HR through the departmental head or immediate supervisor/manager.

8.2 Responsibilities of Employees

Performance of Duties

- Go to work regularly and punctually and strictly follow all security procedures upon arriving, leaving, and while at the workplace.
- To respect and behave in a professional manner to customers, colleagues, management and all other persons who have or come to have relations with the company.
- At all times competently, faithfully, and diligently perform such duties as GLUK may from time to time require or assign and do the utmost to promote the interest of GLUK.
- Perform their duties in support of the Mission and Core Values of GLUK.
- All employees who put on GLUK's logo wear must leave up to the Code of Conduct regardless of whether you are off- or on- duty.
- Employees in position of authority are expected to exercise such authority with respect and, by influence and example, maintain a high standard of duty and conduct.

Compliance to Policies and Instructions

- Comply with GLUK's principles, rules and regulations, policies and procedures and all requirements and instructions.
- Abide by the GLUK's Conditions of Service and all policies in the GLUK Manual.
- Abide by the policies and instructions as set by the relevant regulating authority.
- Comply with the instructions and directions given by their supervisors:
- In case an employee believes that the instructions given by their supervisor, oppose the mission or interests of GLUK or violate the law, they should report their views to the Head of Department immediately and, if they are not satisfied with the action taken, to the Head of HR. Even though instructions should normally be followed at all times, in extreme cases, employees are expected to act in protection of GLUK's interests.
- Irregularities on the part of subordinate employees will not be excused on the plea that they were acting under orders of the supervisor.

Confidentiality of Information

- All GLUK employee positions demand absolute confidentiality.
- Information on GLUK's business deals, negotiations, customers, correspondence, structure, policies, procedures, etc., are the exclusive property of the Organization, and no employee member may disclose such information at any time, in any manner.
- Communication within GLUK or with its legal advisers, clients, or business partners is strictly confidential and must not be disclosed either orally or in writing to third parties.
- Employees must take every precaution to protect the Confidentiality of customer information and their transactions at all times.

No employee shall, during employment, upon or after termination, divulge or use any secrets, copyright material, correspondence, or customer account information for financial gain or otherwise.

Customer Information - Confidentiality and Declaration of Secrecy

- Employees may not use, or make available to third parties, business and financial information about any customer without the prior written consent of the customer, or when required by law.
- By signing these conditions of service, all employees agree to uphold this "Declaration of Secrecy" statement as part of their contractual obligations, and every member is to sign a declaration of secrecy.

Any violation of the Confidentiality Rules constitutes a case of gross misconduct as described in Disciplinary and Grievance Policy section of this manual.

8.3 Participation of GLUK Staff in Other Companies

Staff members are not allowed to participate in any kind of paid activity outside GLUK (i.e. participate in another company, work for or do freelance work for another organization) unless the Vice Chancellor grants prior written approval. Such approval may *not* be granted if:

- The participation is contrary to the interests of GLUK, the staff member's dignity and his/her position at the University.
- The participation reduces the employee's performance/capability to perform his/her duties at GLUK.
- Staff that are engaged in other activities such as those described above must declare them in writing at the time of signing the contract.

8.4 Declaration of Confidentiality

As described in above, all members of staff must sign a Declaration of Confidentiality in conjunction with an acceptance of the Employee Handbook upon confirmation of employment with GLUK.

9.0 Performance Appraisals

This is a yearly analysis of an individual's achievement of job description responsibilities, competence and objectives in light of the institutional objectives and contractual agreement. The appraisal for all employees shall be conducted twice a year using the standard form, with reference to each employee's job description and GLUK's performance standards.

9.1 Job Description

As described above, employees will be supplied with a job description that outlines what a specific position entails. This should be reviewed by the employees and approved by the departmental Head. Any change of task should be reviewed accordingly.

- It is the primary duty of employees of GLUK to fulfill the tasks assigned to them under their job descriptions and as per the objectives they set with their supervisors.
- The level of fulfillment of job descriptions and objectives shall be the major basis on which

performance appraisals are made.

9.2 Performance Standards

Performance Standards are the minimum standards against which specific responsibilities and tasks of a post can be measured. All Departments should have minimum standards against which responsibilities and tasks are performed.

9.3 Process

All employees will undergo annual performance appraisals that will reflect the individual's overall effectiveness in his/her implementation of job description responsibilities and general behaviors. The annual performance appraisal will be an accumulation of the documented regular review discussions over the year and will be supplemented by a self appraisal. Annual performances appraisals should confirm previous discussions and should not contain any surprises.

- Detailed appraisals will be conducted for all positions. An abbreviated format will be used for drivers, cleaners, messengers and guards.
- Employees being appraised will also be given a chance to appraise themselves (self-appraisal). Their input will be discussed with their supervisors and incorporated in the final appraisal. This should include a training/development objective for the coming period. (Incorporate performance improvement plan)
- The supervisor should then prepare the employee's appraisal using his/her self appraisal, records of regular reviews and other information available.
- In the case of serious disagreement over the assessment, it may be necessary to invite an arbiter. The arbiter will be HR.
- Supervisors should actively encourage more direct, honest and regular feedback between employees at all levels. Supervisors are also encouraged to verify perceptions and to gather input in a discreet manner from colleagues (peers and subordinates) of the person being appraised.
- The Vice chancellor should be kept informed about expected performance indicators. of all employees through Heads of Department.
- If further training is identified by the Supervisors it should be conducted within the same year of recommendation.

10. Salary Administration

Employees salaries are based on factors of performance and job responsibility and are guided by established GLUK salary and benefits policy guidelines. Employee's salaries and benefits are administered by the Human Resource Department according to these policy guidelines.

a) Payroll

- The appointment letter for each employee shall contain the basic salary and the general terms and conditions of employment. A personnel file shall be opened for every employee and shall be maintained by the Human Resource Department.

- Salaries shall be paid in arrears by means of cheques or transfer into employees account through the Institutions bankers. Employees shall be issued with a payslip every month, which shall show the computation of the net salary.
- Once the payroll has been processed it is passed to the designate of Chief Finance Officer (CFO) for checking on or before the 20th of every month along with the summaries, who then passes them to the Paymaster or designate for further review. The payroll is then forwarded to the Vice chancellor for approval. Signing the payment vouchers for the net pay shall evidence authorization of salary payments and the monthly transfer sheets.
- A payroll model has to be developed and managed by HR.

10.1 Salaries and Benefits Guidelines

- Each employee shall receive a monthly salary as per their individual employment contract. Each employee shall receive a pay-slip for each month's pay.
- Each employees shall be entitled to all benefits as stated in his/her letter of contract
- Each employee shall pay all statutory requirements: e.g. NSSF, NHIF, PAYE as may be required by the Government of Kenya from time to time.
- Salaries shall be paid monthly, in Kenya shillings, to employees according to the current effective salary with incentive scheme for each position. Salaries shall be paid directly into employee accounts less taxes and any statutory and/or authorized deductions.

10.2 Remuneration

GLUK shall pay the Employees the monthly gross base as set out in their individual employment contract. The Employees will be taxed on such salary and allowances in accordance with the laws of Kenya.

10.3 Annual Increment

The salary of the Employees may at GLUK's sole discretion be reviewed yearly after appraisals have been completed and any increment made pursuant to such salary review shall be at GLUK's complete and absolute discretion. Salary will be adjusted based on market conditions and budgetary restraints.

10.4 Occasional Salary Changes

Apart from the reasons stated above, salaries may occasionally be reviewed for other reasons such as salary restructuring or promotion.

10.5 Salary Advances

Salary advances are not normally granted. However in unusual circumstances affecting the employees, salary advance may be considered. Subject to the approval of HR, employees may receive an advance of up to a maximum 1 1/2 month's basic salary and all repayments not

exceeding 12 months. The following conditions apply:

- The employee's performance must be above average.
- An employee may make a written request to the Head of Department to receive an advance against their pay.
- The request should state the reason for which the advance is needed.
- To qualify for an advance, the employee's monthly net salary (including the expected advance deduction) should not be less than a 1/3 of the gross pay.
- GLUK may, subject to the Administrative committee approval, avail a training advance to eligible employees to cover expenses such as registration, tuition and examination fees. GLUK may, subject to the training having been approved, pay for such expenses on production of relevant documents certifying that the employee has passed his/her studies.
- GLUK shall reimburse for papers passed only upon production. Employees who do not pass will forfeit and surrender their advances in full.

The Head of Department may, at his/her discretion, approve or not approve a request for a salary advance based on:

- Performance levels
- Impact of refusal on future performance or quality of life for family

10.6 Overtime

This sub-section pertains only to employees in Level 3

- During peak periods, employees may be requested to work beyond their normal working hours to ensure that deadlines are met. Overtime will be paid to employees in grade 1 and 2 only provided that the overtime has been requested for and approved by the Departmental Head.
- The Employment Act states that certain types of employees are eligible for overtime if they work in excess of 40 hours in one week.
- Overtime payment is calculated as follows:

Weekdays:	<u>Monthly basic salary x 1.5 x # of OT hours</u>
150	
Weekends:	<u>Monthly basic salary x 2 x # of OT hours</u>
and Public Holidays	150
- Overtime claims shall be made on the standard format (Appendix HR-040906-015). All payment claims shall be signed by the Department Head and authorized by the Head of HR. All overtime payments will be subject to taxation and will be processed through the payroll.
- Overtime Form are filed monthly, and they are verified by the HR Manager and approved by the department Head within his/her approval limit.

11. REMUNERATION

GLUK endeavors within its financial limits and social-political context to pay salaries and incentives that compare favorably with similar local institution working in Academics, Development and Research fields in the region. In determining the level of salary and incentives, GLUK takes consideration of responsibilities of the position, equity in rewarding capacity and working environment for each employee. The University shall pay to the employee a salary in accordance with schedule approved by the University Council. It shall be paid by direct credit in equal monthly payments.

a) Entry Points

- i. The salary entry point of a newly appointed employee shall normally be the minimum in the salary scale to which he/she shall have been appointed.
- ii. However, the entry point can be enhanced through initial job evaluation and grading taking into account any or all of the following factors:
 - Qualifications
 - Years of working experience
 - Levels of responsibility
 - Working conditions of the job
 - Prevailing cost of living
 - Prevailing salary levels in similar organizations
 - Availability of resources
- iii. In determining salary levels and entry points the University will be guided by the principles of fair play and equity.

b) Incremental Dates

- i. The incremental dates for GLUK employees shall be either 1st January or 1st July, falling at the beginning of each half of the calendar year. Where the date of the employment or promotion of an employee fall between 1st January and 30th June, the incremental date shall be 1st January. Where the date of employment or promotion of an employee fall between 1st July and 31st December, the incremental date shall be 1st July.
- ii. An employee shall not be eligible for the award of an annual increment if his/her performance has not been satisfactory over the six months period proceeding the date of increment.

c) Salary on Promotion

- i. When an employee is promoted to a position which is one salary scale above his/her previous salary scale, the employee shall enter the new salary scale at its minimum level provided that the previous salary was three points or more below the minimum on the new scale.
- ii. When an employee is promoted to a position which is one salary scale above his/her previous salary scale and his/her previous salary is already on the new salary scale, the employee shall benefit from three (3) increments over and above his/her previous salary.

iii. In spite of any promotion, an employee's salary incremental date shall not be affected.

d) Salary structure

The University salary structure shall consist of a single tier, separated by ninety (90) pay points, grouped into nine (9) salary scales.

e) Salary Review

Salary review will be carried from time to time whenever necessary. The purpose of the salary review will be to adjust salaries in view of increases in costs of living. Salary reviews will be based on the average rate of inflation over a period, availability of resources and comparison with salaries paid by similar organizations.

12. STAFF BENEFITS

GLUK is committed to providing within its limits and socio-political context, services and benefits that compare favorably with those offered by similar local institutions operating in Kisumu. These will be reviewed from time to time on the basis of availability of resources

a) Gratuity

Subject to the availability of funds, employees at the University shall be eligible for gratuity payment at the expiry of the two year contract period. Gratuity, when payable shall be at the rate of twenty five percent (25%) of basic salary earned over the two year period from the time of confirmation of appointment to the expiry of appointment.

b) The providence fund

University employees may belong to the Retirement Scheme, where both the staff and Employer contribute towards the retirement benefits of the employee. This scheme will be discussed in details once the University gates its charter.

c) House Allowance

All full time staff will be entitled to 30% of their basic salary as house allowance.

d) Medical Scheme

i. Staff

The University operates a medical insurance scheme for all its full time staff. The current medical insurance scheme caters for both in-patient and out-patient services based on a premium of up to KSh 24,000 per annum.

ii. Staff Family

All staff employed by the University have the option of registering their family in the medical insurance scheme. The registration of the family into the medical insurance scheme shall be on a cost-sharing basis, modalities of which shall be worked out by management and communicated to all employees.

13. STAFF TRAINING AND DEVELOPMENT

- a) GLUK is committed to the recruitment of suitably qualified staff providing their continuing training and development in order to help them improve their knowledge, skills and attitudes. Towards this aim, GLUK provides opportunities, awareness for training and development of its staff, without promising promotion or financial support rather than for effective and appropriate culture of continuing growth of all staff.

The training and development of staff shall focus on achieving the following objectives:

- To improve the organizational performance of the University by helping all employees improve on their effectiveness on their present jobs.
 - To assist each employee gain competence, skills and knowledge in preparation for more responsible positions within the University and to help each employee prepare for change, as the Institution develops to meet changing needs.
 - To ensure that sufficient, trained manpower is available to meet the University future requirements by identifying those requirements and providing appropriate training and development opportunities to staff.
- b) The University interprets staff development as applying to all categories of its staff. Staff development is important in order to enable individuals, groups and teams to carry out their duties effectively, to prepare them for changes that affect their roles and tasks, to equip them to meet the challenges and demanding objectives which are articulated in the rolling institutional plan, release creativity and enable individuals and groups to realize their potential.
- c) Staff development is intended to benefit individuals, groups, teams and the organisation by encouraging the enhancement of skills, knowledge and practices and the use of structured reflection to enable individuals and teams to identify ways of improving effectiveness of performance. In our devolved structure the policy of staff development is intended to allow individuals, groups and teams to identify and discuss development and training which would assist them in their current role, prepare them for future roles and make good use of their talents and aptitudes.
- d) The University is committed to the provision of appropriate and timely staff development for every member of staff and to the active involvement of staff in defining development and training needs.
- e) Within the constraints of available financial resources and subject to any priorities determined by the current institutional plan, staff development is designed to:
- Help individual members of staff acquire knowledge, skills or awareness which will allow them to fulfill current responsibilities more effectively

- Help groups of staff or departments/units work more effectively together as a team
 - Help individuals or groups meet the demands placed upon them by organisational or technological change and development
 - Prepare individuals for new roles allocated to them
 - Enable staff who acquire new skills to have these recognised and, where appropriate, accredited and certificated
 - Help individuals develop skills and/or gain qualifications which will equip them for future career development
 - Promote the integration of training and development into the workplace in order to enhance practice and performance.
- f) Responsibility for staff development and training is shared between three parties, namely:
- i. Individual members of staff
 - ii. Heads of departments/centers/organizational units or in certain instances other senior line managers
 - iii. the heads of areas responsible for central support i.e. the Deputy Rector (Academic Affairs), the Human Resources manager, and the Information Technology Manager. Additionally, other heads of central services, or specified officers, play a leading role in relation to particular areas of training such as health and safety, performance improvement or equal opportunities policies and practices.
- g) Individual members of staff have responsibility for:
- Ensuring that they undertake regular reviews of the evolving character of their work and for discussing their staff development needs with their head of department/ organisational unit and/or with their reviewer/appraiser as appropriate
 - Seeking out and participating actively in forms of staff development and training which will help them meet agreed needs
 - Applying newly developed knowledge and skills in their work as appropriate
 - Undertaking any statutory training that is required of them by the University and generally conducting their approach to staff development and training in the spirit of good practice in relation to the performance of personal and professional obligations to the mission, aims and objectives of the institution and of their current organizational unit.
- h) Heads of department/organizational unit have a responsibility to:
- Ensure that new staff receive appropriate initial training and induction
 - Ensure that regular discussions take place with each individual member of staff in order to identify developmental and training needs
 - Ensure that responsibility is agreed in relation to progressing the needs agreed in personal development plans and that subsequent actions are monitored and evaluated.
- i) The Deputy Rector (Academic Affairs) the Human Resources Manager and IT, either in partnership or separately for the areas and/or categories of staff for which they have primary developmental and training support responsibility, are charged with:
- Devising, organizing, running, monitoring and evaluating appropriate training and support programmes
 - Providing specific advice on training and career development to individuals, group managers and other staff
 - Providing information to staff on the opportunities for staff development and training
 - Acting appropriately upon the needs identified in personal development plans

- Consulting with heads of organizational units and other partners and sources to identify existing and emerging training and development needs
 - Liaising and co-operating with other local, regional, national and international training and development organizations
 - Creating increasingly coherent frameworks for staff development and training which can lead, where appropriate and desired, to accredited and certificated outcomes
 - Liaising with Senior Officers, Deans, Heads of department/organizational units, other officers and officers of staff unions in order to assist the University in evolving, enhancing and delivering an effective staff development and training policy which is supportive of organizational and individual performance, growth and progression.
- j) To further these aims and objectives, the University expects the topic of staff development and training to feature in the plans of organizational units and to be considered in the cyclical reviews that are an established part of its quality assurance and enhancement practices.
- k) The University Senate exercises ultimate responsibility for the Staff Development Policy of the University. Day-to-day management is delegated to the post-holders specified above, each of whom in turn reports to a Senior Officer of the University.

l) Training Needs Assessment

- i. The training needs of the University shall form the basis of all training and development activities.
- ii. The training needs assessment shall be carried out by the respective heads of department, who shall then forward their assessment to the Rector for consideration at the staff management committee.

m) In-House Training

- i. These are short courses of upto one (1) month covering different aspects i.e. community development, organizational and human management and other areas of need.
- ii. Nomination for attending such short courses shall be made by the heads of department, who in consultation with the Human Resources Manager shall identify relevant and suitable courses.
- iii. Senior management team shall approve nomination of short courses
- iv. The University, depending on the availability of funds may sponsor funding for short training.

n) External/Long term training

- i. These are local or overseas professional and/or technical training courses.

- ii. Nomination of staff attending such courses shall be done by the Rector upon the advice of the heads of departments.
- iii. Approval of such nominations shall be by the Senate.

o) Salary while attending training/courses

- i. The University shall not be under any obligation to meet the cost of training for any employee.
- ii. Where an employee is undergoing any training away from the station and is therefore unable to render his direct services on a daily or part of day basis to the University, the employee shall, at the discretion of the Council or the Rector as the case may be, receive nil, or part or his whole salary for the duration of the course and this shall be communicated in writing.

p) Bonding

- i. An employee who attends a long term course but with no pay shall have his/her named retained on the payroll and shall, on completion of the course be eligible to rejoin the service of the University.
- ii. An employee who attends a long term course on part or full pay shall, prior to being released for the course, sign a bond to work with the University for a minimum period of two (2) years or to pay back to the University all pay and benefits earned over the training period.

13. PROMOTIONS

It is a general practice that the basic academic recruitment levels will either be at tutorial fellows (Masters Degree) or Lecturers (Ph.D. or Masters level in professions like Medicine).

a) Promotion to Senior Lecturer

Before being considered for promotion to Senior lecturer, the applicant must have at least a Masters Degree/Doctoral qualifications in his/her area of specialization. This will be assessed by consideration of evidence of merit and standing in teaching, including specified evaluation by students, colleagues, and schools, and of merit in research and scholarship, provided particularly by publication, assessed in a manner appropriate to each particular discipline. A satisfactory performance in (i) teaching, (ii) research and (iii) Service is required, and merit may be established in two, one or all the three areas. This promotion will not normally occur unless at least two year's service in the University has been completed at the time of the application for promotion.

Merit in other aspects of academic life including administration can add to the case established on the basis of teaching, and research and scholarship. The University will recognize contributions that strengthen its bicultural and multicultural nature. Attaining and exercising professional skills can strengthen a case to the extent that they enhance the quality of teaching, and research and scholarship.

b) Promotion to Associate Professor

The assessment of candidates for this advanced academic position will address all aspects of academic activity in ways appropriate to the particular discipline. At this senior level, candidates for promotion will be expected to be making substantial contributions to the work of the University, and to the wider scholarly, professional and cultural communities and in other ways, which utilize their scholarly and professional expertise. Evidence will be required of effective teaching including postgraduate Supervision, productive research and scholarship. It is anticipated that some candidates will have undertaken considerable administrative and management responsibilities within the University. The nature of this contribution and the quality of the candidate's performance in discharging these responsibilities will be an important element in the assessment of the application. Advancement above this salary bar will not normally occur unless at 3 year's service in the University has been completed since the last promotion to senior lectureship.

c) Promotion to Professor

Full professor will be the highest teaching position at the university. Professorship is a special position, which constitutes recognition of high standing and distinction in the academic community, as judged by international standards. Promotion will be based on evidence of standing in research and scholarship, provided particularly by publication, and of teaching such that in all cases a high standard of research and scholarship and at least a good standard of teaching is required, but if a candidate's teaching performance is of an especially high quality, a somewhat lower (but still high) standing in research and scholarship will be accepted. Attention will be paid to all forms of the advancement, maintenance and dissemination of knowledge, including service to the community either as a whole in such ways as promoting its bicultural and multicultural nature, or to community groups especially interested in a particular discipline. Merit in service to the University in an administrative or managerial capacity can be included in a case predominantly established on grounds of teaching, research and scholarship. The attainment and exercise of professional skills can strengthen a case to the extent that they enhance the quality of teaching, and research and scholarship.

Reference will normally be made to three authorities outside the University chosen by the University according to the procedures set out in the application materials

14. TENURE OF APPOINTMENT

- a) The tenure of appointments made under these TCS shall be determined by the Council, through the respective appointment committee.
- b) All employees who have been confirmed shall serve first on a 3 year renewable contract or for the duration of the specific project to which the employee will be attached. The renewal of the contract shall depend on performance and availability of resources. Those who have completed this period successfully shall be offered permanent and pensionable terms.
- c) Employees shall be informed of the decision to renew or terminate the contract one month before the expiry of the contract.

- d) The senior management team shall decide on whether to renew or terminate a contract on the basis of recommendation from the respective departmental head.
- e) In the case of Rector, the Council shall be responsible for recommending renewal or termination of the contract.
- f) The contracts will tend to be unusually flexible, guided by the volume, productivity, and ability of GLUK to pay. Most personnel of GLUK will be on part time casual arrangement in which people are paid per piecework accomplished according to contract.
- g) The employment agreement of (a) the actual employment contract which remains mostly static during the term of the contract (unless changes are enforced on the resource fluctuations), and (b) the Job description which shall be amended as circumstances require.
- h) Any substantial change of the Job Description should be seen as a new agreement and every staff member has the right to terminate her/his employment if for justified reasons, the new Job Description is unacceptable to her/him.
- i) The employment contracts generally follow a standard format but may sometimes differ depending on the specific position. In general, a discussion of the draft Job Description and terms of service should precede the signing of the contracts. Upon agreement, C.V, signature
- j) No contracts should be signed without approval of the Rector to avoid making commitment that the University cannot fulfill. In urgent cases, temporary contracts may be signed by the Deputy Rector, but must be countersigned by the Rector within twenty-one (21) days to retain validity.

15. Leave and Absence Policy

Leave Application Form

Requests for all types of leave must be made through the established leave application form and submitted first to immediate supervisor and then to the HR department. All annual leave requests must be submitted at least one month in advance, but employees only need notify in case of sick leave.

a) Annual Leave

In addition to University holidays, employees are entitled to 21 working days per annum. All employees are entitled to an annual leave of 21 (twenty one) working days or as may be stipulated on contract. Leave, when taken, shall exclude Saturdays, Sundays and Public Holidays.

Wherever possible, employees will have the opportunity to take all leave due to them in any one leave year. Annual leave cannot be accumulated. All leave days shall be taken within the calendar or before expiry date of contract unless authority is obtained in writing. There shall be no monetary compensation for any leave not taken. An employee may be permitted, with prior written approval of the employer, to carry forward from one leave year to the next up to 15 days of their annual leave entitlement.

With the written approval of the employer, an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.

The leave year for the University shall run from 1st January and end on 31st December i.e. Calendar year or in the case of contracts, the year will be dependent upon the date of commencement of contract. Application for leave shall be recommended by the immediate supervisor and approved by the head of department. To avoid disruption of work schedules, all staff should plan for their leave well in advance indicating dates when the leave shall be and submitting them to the respective administrations through their immediate supervisors as early as possible. In principle, academic and partnership programme needs have priority over individual preference to take leave at particular dates.

Except where specifically agreed upon, annual leave shall be taken in such a way that at least three months of working time remains available before the regular termination of contract. Should an employee, with prior approval of his/her supervisor find it necessary to spend extra time at the office prior to departing on annual leave, such time shall be considered working time, but only to the extent approved in advance by the supervisor.

b) University Holidays

The last working day before Christmas Day, three working days between Christmas and New Year, and Easter Tuesday are University holidays. Official holidays of the host country will also be observed.

c) Sick Leave

Sick leave defined, as an approved absence of an employee from duty on account of illness shall be granted only if a qualified medical doctor, acceptable to the University, has approved the sick leave in writing. The purpose of sick leave is to enable staff to continue to be paid when by reason of injury or illness, they are prevented from attending to their normal duties. It is to be administered fairly by management and utilized responsibly by staff.

These sick leave provisions apply equally where the employee is required to attend to their child, partner or family member who is a member of their household and who through illness or injury becomes dependent on the employee.

Employees are entitled to sick leave on pay on an "as and when required" basis.

- i. Where it is considered that the employee's performance may be impaired by a possible medical condition, the employer may require an employee to undergo an examination by a registered medical practitioner. The employer reserves the right to require a specialist medical practitioner's examination and report in specific cases. Should the employee be found unfit to perform their full duties they may be placed on sick leave until cleared to return to full duties. The employer will meet the cost of the medical examinations.
- ii. The employee should notify absence due to illness to their Head of School as soon as possible after the commencement of the illness. A medical certificate will be required for all absences in excess of five consecutive days, and may be required for absences of shorter periods.

- iii. Where a staff member is in receipt of earnings related compensation (as defined in the Accident Compensation Rehabilitation Insurance Act) sick leave on pay shall be based on the difference between the compensation received and the normal salary of the staff member.
- iv. Where long term absence due to illness or injury is involved and it seems unlikely that the employee concerned will be able to resume duties within a reasonable period; or Where regular short term absence due to illness or injury is involved, which extends over a period in excess of six months, and it seems unlikely that the employee concerned will be able to resume duties within a reasonable period; the employer may, after consultation with the appropriate HR staff and the employee and/or their representative, give consideration to a reduction in hours, the retirement of the employee concerned on medical grounds, or an extended period of leave on reduced pay or without pay. The employer will agree to the employee going on reduced hours if the employer in its discretion considers that its operational requirements may be met. Each case must be dealt with on its merits.
- v. When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be recorded as sick leave provided a medical certificate is produced.

Convalescent leave, defined as an approved absence of an employee from duty, for recuperative purposes immediately following illness, shall be granted only if a qualified medical doctor acceptable to the University, has approved the convalescent leave in writing. Where an absence from duty is due to illness, the employee shall make every effort to notify his/her supervisor as early as possible but not later than forty eight (48) hours, failing which the employee shall be deemed to have absconded from duty.

Staff, who due to illness, are unable to perform their duties, shall be entitled to a maximum of two (2) months leave with full pay subject to the production of a medical certificate from a qualified medical doctor. Where illness or inability to perform duties continues beyond two (2) months, the services of the employee with University shall be terminated with full benefits by the Council.

In the case where the sick/convalescent leave was as a result of the employees own negligence or misconduct, the employee may, at the discretion of the board forfeit half or his full salary for the whole period of his absence from duty.

d) Academic Leave

The following forms of academic leave are available to academic staff members:

e) Research and study leave

This is leave from teaching and administrative duties to undertake a sustained period of research. The provision of academic leave is at the discretion of the University. It is an opportunity extended to academic staff members to assist them to maintain and develop their research and teaching, and thus to further the basic purposes for which the University is constituted. By providing and administering an academic leave scheme, the University strongly maintains that it

is generally necessary for academic staff members to take academic leave from time to time in order for them to fulfill their professional responsibilities. It therefore encourages staff members to plan for academic leave in consultation with their faculties.

The Rector retains a discretion concerning the timing and conditions of academic leave at variance with these conditions in special cases, and is governed by the best interests of the University in the exercise of this discretion. All applications for leave must be discussed with the Dean of the Faculty, and approved by the Faculty Leave Committee.

Staff are required to present a coherent and academically suitable research and study program. This may include research for a higher degree or enrolment in any approved program of study. The application should specify objectives, how and where they are to be achieved and the likely outcomes in terms of professional development, publication or its equivalent.

Research and Study Leave is provided for academic staff of the grade of lecturer and above. Eligibility is not an automatic entitlement. The length is two months per year of service. The minimum period of service for eligibility for Research and Study Leave is two years. The maximum is six years.

f) Overseas Conference Leave:

This is leave to attend an overseas conference and may include a short research period.

g) Exchange leave:

This allows for an exchange of positions with a staff member at another university. In general terms, each person involved in the exchange undertakes the duties and responsibilities of the other during the period of the exchange. Permanent academic staff members of the grade of lecturer or above may seek to negotiate an exchange arrangement.

All academic exchange programs must have the approval of the Head of Department, before submission to the Faculty Leave Committee. Staff taking up exchange positions may be granted the cost of the most economical airfares, up to the current maximum grant for overseas conference leave.

h) Study Leave

The Rector may grant study leave with or without pay to an employee of the University upon application subject to the following terms and conditions:-

- a. The employee must have served the University continuously for at least three (3) years.
- b. The performance and conduct of the employee has been consistently satisfactory.
- c. The study leave will not normally exceed twelve (12) months.
- d. The course of study will contribute to the University's staff development.
- e. The employee shall meet the costs of the course.

Where an employee has been granted paid study leave he/she shall be entitled to three quarter (3/4) of his/her basic salary plus benefits for the duration of the study leave. Where an employee has been granted unpaid study leave, his/her salary and benefits shall not apply and shall be deemed suspended for the duration of the study leave. However, such employee shall be retained in the roster for the employees of the Institute.

All employees granted paid study leave should undertake, in writing, to resume duty immediately upon expiry of the study leave for such a period of time as may be determined by the Rector. All employees granted paid study leave shall, prior to commencement of the leave, undertake to resume duty at the Institute upon expiry of the study leave, for a period of not less than two (2) calendar year.

i) Bereavement Leave

An employee shall be granted special bereavement leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:

- i. The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
- ii. Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- iii. The amount of time needed to discharge properly any responsibilities or obligations;
- iv. Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- v. A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

j) Urgent Leave

- i. An employee shall be granted urgent leave of up to a maximum of five (5) days when he/she is faced with unusual circumstances.
- ii. Urgent leave shall be granted by the Rector or his/her Deputies upon justification by the employee of the need for such leave.
- iii. Urgent leave, when taken shall be deducted from the employee's annual leave entitlement should there be any balance.

k) Unpaid Leave

- i. Unpaid leave may be granted an employee on the grounds of urgent private business or broken cases of exceptional hardships. The full details of the case, which will be regarded as being strictly confidential, shall be submitted to the Rector or his/her appointee in writing.

- ii. Unpaid leave, when granted, shall not exceed three (3) months otherwise the employee shall be expected to resign from the service of the Institute.
- iii. Unpaid leave shall not be increment earning and the incremental date of the employee shall be adjusted accordingly.
- iv. An employee on unpaid leave shall continue to discharge his liabilities to the Institute in respect of financial advances (if any) during the whole period of his/her absence.

l) Maternity Leave

- a. All female members of staff who require to be absent from duty on account of confinement shall be eligible for sixty (60) consecutive days of maternity leave on full pay.
- b. An employee proceeding on maternity leave shall also be entitled to her regular annual leave.
- c. The date commencement of maternity leave shall be determined by the supervisor in consultation with the employee.

m) Paternity Leave

A married male employee shall be entitled to 5 working days paternity leave per delivery after his wife delivers. This is only applicable to the one wife who is registered under the GLUK's medical scheme.

Limited to four occasions during his tenure with the Institution, a married male employee will be accorded paternity leave without prejudice to his entitlement to full annual leave.

n) Terminal Leave

- a. Any employee proceeding on retirement shall be granted three (3) calendar month's terminal leave.
- b. The terminal leave shall run concurrently with the notice of retirement.
- c. Apart from the terminal leave, the employee shall be entitled to all leave earned up to the date of retirement/departure.

16. ATTENDANCE AT THE UNIVERSITY

The collegial nature of academic work requires the regular presence of the employee at the University. Academic staff are required to be in attendance at the University for all scheduled teaching, for scheduled meetings, examinations, and for student and research consultation. Employees must inform the employer if they are going to be absent from the University campus and their contact details. Presence in and absence from campus should be documented by the weekly time logs.

a) Normal working hours

- i. Normal working hours of the University are 8.00a.m. to 5.00p.m. With one hour break for lunch from 1.00 to 2.00p.m. The normal working week is Monday through Friday.

- ii. Generally, it is expected that the employee will work 40 hours/week, but this may include Saturdays. All staff should be committed related team members who suffer under extraordinary workload by those who have less to do. The type of environment we work in makes all of us extremely dependent on the work of colleagues. When possible compensation will be considered.

b) Essential Services

Staffs on essential services are required to work outside these times due to the nature of services they provide. For example guards, cooks and compound managers carry out services, which necessitate working outside the normal working hours. These employees will work according to hours specified in their letters of appointment.

c) Public Holidays

Public holidays to be observed will be determined by management and communicated to staff in good time. The holidays will include recognized religious holidays and nationally and internationally recognized holidays.

17. INTELLECTUAL PROPERTY

Copyright in any original material of a scholarly, literary, dramatic, musical or artistic nature produced by academic staff shall vest in those staff. This shall include all lecture notes, research materials, and the drafts or published results of research, but shall not extend to materials produced for the administrative work of the University or examination and assessment materials, or teaching materials published by the University.

Other intellectual property (including that which may be subject to a patent) created in the course of the employment of academic staff shall belong to the University.

18. PRIVATE WORK

Employees are permitted to undertake not more than 48 days (defined as weekdays from 8.30am to 5.00pm, excluding Public and University holidays) per year of paid work including not more than 20 days of teaching time, provided that the work does not interfere with their University teaching, research and administrative responsibilities.

The following items do not constitute private work:

- (a) Where an employee provides information or gives a reaction or an interview to the media, on an ad hoc basis and upon request;
- (b) Where an employee accepts public speaking or conference engagements or similar activities, whose purpose is primarily the public dissemination of the expertise and knowledge for which the employee is employed;

- (c) Where an employee sits on a funding agency committee (such as a Health Research Council or Foundation for Research Science and Technology committee) or a committee of a professional organisation;
- (d) Where an employee produces a book, monograph or other publication under contract to a publisher, or otherwise engages in professional creative activity, whether or not for a fee or royalties;
- (e) Where an employee is engaged by another organisation to provide assessing or examining duties; and
- (f) Where an employee, although utilising their professional expertise, undertakes work (for example as a treasurer of a local church or school board), not because of his or her role as an employee but by virtue of their capacity as a community member, parent etc.

Staff members are generally not entitled to use the University's facilities, including stationery secretarial services, telephones, faxes, computing, printing and photocopying facilities and equipment and technical support, when engaged in private work, unless this has been authorized in advance by the Rector or his designate. When these are used then the concerned staff member must pay for the use.

19. ALLOWANCES

a) Subsistence allowance when on Duty Outside Kenya

An employee who is required to travel on duty outside Kenya shall be eligible for the payment of subsistence allowance at double (x2) the subsistence allowance rate payable to his scale. The payment of subsistence allowance when on duty outside Kenya shall be for a maximum period of fifteen (15) days except by express permission of the Rector.

b) Leave Allowance

- i. The leave allowance shall be payable to all regular employees of the Institute except in the case of newly appointed employees who will be required to complete a minimum period of 6 (six) months service before being eligible for/or granted annual leave.
- ii. Leave allowance will be payable to the employee through the payroll for the month preceding that during which he/she shall proceed on leave.
- iii. Leave allowance shall be paid at the standard rate of one eighth (1/8) of monthly basic pay.

c) Staff whose homes (contact points) are in Kenya and away from the intended station of work shall be eligible for:

- i. On first appointment, the actual cost of free passage on the basis of the public transport rates for the staff and family (to a maximum of four (4) children below the age of 21 years and permissible baggage.
- ii. On annual leave, the leave allowance rates as provided for in section of these TCS.
- iii. Unless specifically authorized in writing, air transport and special hire shall not be compensated.

- iv. Staff whose homes (contact points) are in Kenya and within the intended station of work, shall only be eligible for the leave allowance as provided for in section of these TCS.
- v. Staff appointed from outside Kenya shall be eligible for;-
- The actual cost of free passage on the basis of cheapest (apex/excursion) rate, for the employee, spouse and upto a maximum of four (4) children below the age of twenty one (21).
 - The actual cost of permissible baggage charges upto a maximum of 100 kilograms unaccompanied baggage.
- vi. Where traveling timetables dictate, the Institute shall pay the cost of boarding and lodging or the subsistence allowance when on transit to duty station.
- vii. Staff appointed from outside Kenya shall not qualify for the payment of leave allowance.

20. PENSION SCHEME

The Employees will be entitled to the pension according to GLUK's local scheme upon commencement of employment. GLUK shall contribute an equivalent of 12.5% of the Employee's basic salary into the pension scheme whereas the Employees must also contribute at least 12.5% of his/her basic salary.

21. TRANSPORT AND TRAVELLING

a) Duty Travel

Where possible GLUK transport shall be available for all travels on duty outside the station. Where University transport is not available, the employee may use public transport and such travel expenses shall be reimbursed to the employee against the presentation of receipts. Further an employee may use his/her own vehicle for such travels provided that the use of a personal vehicle has been authorized by the Rector or his/her appointee in writing. Where a personal vehicle has been used, the officer shall be compensated as per the motor vehicle mileage rates.

b) Travel by Air

Air travel within Kenya shall require prior approval by the Rector or his/her appointee, where such travel is deemed to be economical to the University or where saving time is deemed to be paramount. Where an employee is required to travel on duty to another country, such travel shall normally be by air unless specified. Such air travel shall normally be by the cheapest (excursion/apex) rates available.

c) Travel by Taxi/Bus

An employee traveling on official duty to or from a meeting, conference, course, seminar etc. may make use of a taxi service from his/her residence or office to bus terminal, or airport and

vice versa, and claim the cost of taxi fares at standard rates provided that the University transport is not available or where the regular plying public service vehicles are not operational.

d) Travel by personal car

An employee who makes use of his/her personal vehicle in such circumstances may claim normal duty mileage.

22. EMPLOYEE NOT TO BIND THE UNIVERSITY

Except with written authorization, the employee shall not at any time enter into any contract with any person, company or corporation that shall purport to bind the University in any manner whatsoever. The University shall not be bound by any contract entered into without its written consent or delegation.

22.1 Discipline

Discipline is a form of training. Effective discipline depends on open, transparent communication of rules, expectations and requirements.

The rules of fair warning and consistency require that disciplinary action should be impersonal and spontaneous and should be neither greater nor less than expected. The rule of equilibrium of offense and the penalty must be strictly observed.

Disciplinary action should only be taken when all other measures have been exhausted. Only when good supervision within the framework of GLUK rules fails to induce the appropriate behavior should disciplinary action be taken.

Any act of misconduct by a staff will be dealt with according to the disciplinary procedure, which is outlined in above section.

22.2 Misconduct

The following definitions of misconduct are intended to provide examples of behavior inconsistent with the University's principles; they should not be understood to constitute an exhaustive list of areas of misconduct. The final determination of what construes misconduct will be made by the Vice Chancellor. The following represent examples of minor misconduct subject to general termination process:

22.3 Minor Misconduct

- (i) Receiving an "Unsatisfactory Performance on consistent basis" rating in a performance appraisal
- (ii) Inattention to punctuality regarding official working hours- tardiness-warning

- (iii) Failure to carry out all duties as listed in the job description.
- (iv) Malingering- Avoiding to do some work.

22.4 Major misconducts - subject to general termination process.

- (i) Absence from duty without showing proper cause or without reporting the absence within 48 hours – This is major and may constitute warning. This should include family emergencies, accidents and life threatening situations. The line supervisor has an obligation to find out from the employee within this time the cause of absenteeism.
- (ii) Fraud, or misuse of University's funds, equipment, or materials, or submission of false claims.
- (iii) Giving or accepting bribes or kickbacks in the form of money, services, gifts, or discounts.
- (iv) Engaging directly or indirectly in trade, commercial activity, other employment, or any other activity deemed to be in conflict with the institutions interest, without the written permission of the Vice Chancellor.
- (v) Unauthorized disclosure of any confidential or classified information. Publication or disclosure to any person, group, or agency, any information or material relating to the University or its work, without written authorisation from the Vice Chancellor.
- (vi) Misuse of GLUK assets e.g vehicles, computers e.t.c.
- (vii) Insubordination.
- (viii) Commission of any act, subversive to discipline.
- (ix) Physical violence, fighting.
- (x) Discrimination or harassment based on race, color, tribe, nationality, cast, creed, sex, disability or age.
- (xi) Times Repeated or frequent commission of minor misconduct.
- (xii) Gross negligence.
- (xiii) Criminal conviction
- (xiv) Any action which may result in or create a situation, detrimental to the institution's work or reputation, outside or inside the place of work.
- (xv) Misrepresentation of GLUK.
- (xvi) Theft
- (xvii) Discourtesy;
- (xviii) Misuse or destruction of GLUK's property or the property of another on GLUK's premises;
- (xix) Violation of rules concerning conflict of interest;
- (xx) Unauthorized use or disclosure of confidential or proprietary information;
- (xxi) Falsifying or altering GLUK's records, including misrepresentation or omission of information on the job application or employee form;
- (xxii) Interference with the work performance of others;
- (xxiii) Being under the influence of, using, manufacturing, dispensing, distributing, possessing, or selling alcohol, drugs, or controlled substances on GLUK's property or while conducting GLUK's business;
- (xxiv) Dishonesty of any kind in the employee's relations to GLUK or its donors and business associates;

- (xxv) Accepting cash or gifts from donors or entities that do business with GLUK;
- (xxvi) Sleeping on the job or leaving the job without authorization;
- (xxvii) Possessing a firearm or another weapon on GLUK's property or while conducting GLUK's business;
- (xxviii) Competing with or preparing to compete with GLUK
- (xxix) Accessing inappropriate websites through GLUK's computer systems.
- (xxx) GLUK staff are prohibited from personally lending and/or borrowing money from clients, money lenders or to any other party without written authority from Vice Chancellor.

N.B" Employees should understand that conduct not specifically listed above may result in disciplinary action if it adversely affects or is otherwise detrimental to the interests of the University or other employees.

23. Grievance Procedures

When an employee feels aggrieved by his/her superiors, colleagues or working conditions, they are encouraged to follow the laid down procedures for addressing their grievance.

It is the responsibility of supervisors to ensure that:

- Employees understand GLUK's grievance procedures.
- Employees are aware that no reprisals will be taken against them for using the procedures.
- All officially recorded grievances will be responded to thoroughly and quickly within three (3) business days.

Employees are encouraged to bring any grievance, real or imagined, to the attention of their immediate supervisor. Employees are requested to put the grievance in writing

The procedure to be followed is as below:

- The supervisor shall arrange a meeting with the employees concerned and discuss in detail the alleged grievance.
- Whatever has been discussed and if it is agreeable to the employees, should be confirmed in writing. A copy will be sent to the HR Department with a brief covering memo from the supervisor.
- If a grievance is between an employee and their immediate supervisor, then the matter shall be referred to the next highest level. If an agreement is not reached, then the supervisor shall confirm this fact in writing and will send a copy to the HR Department together with a brief covering memo.
- If an alleged grievance has not satisfactorily been solved and if it is the wish of the aggrieved employees to appeal, then such an appeal should be lodged, in writing, within 5 days.
- This appeal shall be lodged with the Departmental Head. In case the grievance happens with department head, mediation will be HR in consultation with Vice Chancellor.
- Whatever has been discussed, and if this is agreeable to the employees, should be confirmed in writing. A copy will be sent to Human Resources with a brief covering memo, from the supervisor.
- If there is no solution to the grievance, and the employee wishes to appeal against the personnel policies, the same will be escalated to the grievance committee who will study the appeal together with all the minutes of preceding hearings and give a judgment.

- The Vice Chancellor is at liberty to constitute a grievance committee to deliberate on the matter. Members of this committee will be appointed at the discretion of the Vice Chancellor.

24. HIV/AIDS & Life-Threatening Illness

Policy Statement

The problem of HIV/AIDS is worldwide. Kenya continues to be affected by HIV/AIDS. All sectors of society have been affected; and the social impact of the pandemic has adversely affected economic development in the whole nation. The workplace has taken its share of the impact. It is imperative that the workplace becomes a central player in the response to HIV/AIDS.

Policy Goals

- Establish and strengthen HIV/AIDS prevention and care programs at GLUK to reduce further spread of infection and maintain a healthy workforce.
- Provide supportive care services to employees infected with and affected by HIV/AIDS.
- Ensure equity in the application of rules and regulation to all employees regardless of their social and medical status.

Recruitment

- There shall be equal employment opportunities for all prospective employees.
- Applicants shall be recruited on merit and fitness to work, regardless of their HIV status
- No HIV testing shall be carried out privately without consent of the applicant.
- Job applicants and employees shall not be forced to disclose their HIV status.
- All new employees shall receive information about HIV/AIDS workplace activities during induction.

Promotion

- There shall be an equal promotion opportunity to all deserving employees.
- Employees known to be HIV positive shall be availed opportunities for promotion, training and development without discrimination.
- No deserving employees shall be denied promotion on account of their HIV status.

Information and Education

GLUK recognizes that to be effective and to create awareness, information and education programs for employees on HIV/AIDS needs to be an ongoing process. Therefore GLUK will provide employees with updated information about how to protect themselves from HIV and to cope with presence of AIDS by:

- Introducing the subject of HIV/AIDS in locally organized training sessions or conferences involving GLUK employees. This will be through the invitation of experts on the subject to lecture.
- Introducing the subject in employees meetings where employees will discuss in general terms, issues related to AIDS. The purpose here is to keep employees actively aware of the presence of AIDS so that they continue to take preventive measures.

Confidentiality

Because of fear and prejudice surrounding AIDS, a breach in confidentiality can have disastrous effect on employees' personal and professional life. GLUK will maintain confidentiality about each individual employee's medical condition including AIDS.

Counseling Services

The Human Resources Department will arrange where possible for counseling services for people with AIDS and other life threatening illnesses. These services will be provided through counseling bodies and other certified agencies.

25. GENDER POLICY

Affirmations

In line with the Great Lakes University of Kisumu network, GLUK appreciates the diversity and dignity of women and men, and affirms the shared responsibility of women and men for the care and maintenance of themselves, their children, their communities and their nations.

GLUK affirms that gender equity strengthens the institution by making it possible to embrace a wider range of thinking and action in decision making.

At the Council level, GLUK is committed to achieving gender balance and gives priority to the recruitment of female Council members. At the staff level, GLUK is committed to achieving gender equity supported by policy and practice at all levels, including in hiring, career development and compensation. GLUK will monitor and assess its progress in the area of gender balance and equity, and will re-examine the effectiveness of its policies and programs on a regular basis.

Hiring Policies

GLUK will endeavor to hire individuals who are sensitive to gender concerns, both in the office and in the programs they develop and implement. GLUK will endeavor to create an environment in which all new employees will be made to feel welcome and capable of making positive contributions.

Career Paths/Professional Development

GLUK is committed to creating opportunities for all employees to improve their skills. Senior staff annual performance appraisals will incorporate the promotion of the principles and practices of gender equity in their departments. Training provided by GLUK will be developed with the needs of both women and men in mind, and will include gender components as appropriate.

Personal Behavior/Language

Gender neutral terms will be used in official contexts. E.g. the term Chair will be used, rather than Chairman, etc. Office staff will be referred to only in a professional manner. Use of language that stereotypes women and men will not be tolerated. Men and women in leadership positions will serve as models of gender sensitive behavior in the office and in the community.

26. ALLOWANCES

Acting Allowance

Employees who act in a position higher than theirs for a period of thirty (30) consecutive days or more shall be paid an acting allowance. The allowance will be calculated by calculating the difference between his/her current salary and moving 5 steps along the same grade, multiplied by the number of days that she/he would be acting, subject to a minimum of ten (10) days.

When traveling on authorized GLUK business, employees are expected to practice good stewardship of the resources entrusted to the institution.

Travel Approval

- International Business Travel may be approved only by the Vice Chancellor.
- All business travel, including 1 Day and ½ Day trips, the Dean or Head of Department must approve in writing in advance.

International Business Travel

All international travel for Great Lakes University of Kisumu staff and management will meet GLUK standards as follows:

- Hotel and travel expenses (economy class airfare, airport taxes, transfer costs, entry visas) shall be paid directly by GLUK.
- In keeping with international Network travel policy, all employees will receive the equivalent of \$75 (USD) per diem to cover meals and incidentals.
- In the event an employee is asked to travel to a foreign climate in winter, a small stipend for warm clothing may be authorized at the discretion of management.

27. SEPRATION FROM THE INSTITUTION

Resignation

All employees may resign with 30 calendar days notice except management employees who must

give 90 calendar days notice of intention to resign. Any employee wishing to resign shall submit their resignation to the Director of Human Resources and their immediate supervisor. The HR department shall communicate this information to the Vice chancellor and Department Head if applicable.

An employee's resignation must be accepted by the Vice Chancellor to become official. The Director of Human Resources will then issue a letter of acceptance, copying the rest of the Administrative committee members. It is also the responsibility of the HR department to notify other staff of this employee's resignation. After accepting the resignation, GLUK may release the employee at any time during the notice period, and pay the employees her/his dues up to the end of the notice period.

The employees will be entitled to accrued benefits and pension as may be applicable less any deductions or advances that may exist. If employee does not give sufficient notice, they may forfeit the equivalent salary.

Employees on probation or casual employees may resign at any time without giving reason. They should give at least 24 hours notice.

Termination

GLUK reserves the right to terminate the employment of its employees, at any time, on disciplinary grounds (including but not limited to neglect of duty, misappropriation of GLUK assets or funds, major misconduct, conflict of interest or poor performance).

Any employees whose services are terminated will be entitled to terminal benefits applicable to her/his terms of service unless summarily dismissed. The official termination date is the last day worked, unless otherwise stipulated.

The services of any employee who is on probation may be terminated by the University for Gross Misconduct. The employee may be terminated immediately, and probation employees are not entitled to terminal benefits or pension except leave days earned but not taken. The services of a casual employee may be terminated without notice.

Termination Process

Disciplinary procedure that could lead to separation will follow this process:

- Verbal discussion between Supervisor and Subordinate.
- Supervisor must report in writing to the HR Department. The HR department will then generate a written description of the problem and provide to the Supervisor and Subordinate to establish objective record. The supervisor and subordinate then have ten (10) business days to respond in writing and adjustment of the record.
- From this stage HR Department serves as mediator with the objective to mitigate negative repercussion of dispute within 5 days.
- The next identical infraction will entail a written reprimand with the audience of HR Department and Supervisor.

- The subsequent infraction will require separation.
- The entire process should entail a maximum of 2 weeks.
- The severity of the infraction will determine the length of bonding for the above actions.
- Any gross misconduct may lead to immediate separation.
- For the above refer to the Employment Act 226 section 17

Employees who are terminated through this process or commit gross misconduct will not be entitled to any of the University's terminal benefits except

- Payment for the days worked, up to the time of dismissal
- Payment for any accrued leave days not taken, up to the time of dismissal
- Pension as determined by statute
- Any outstanding advances or losses incurred or caused by the employees to the University will be deducted from the final payments.

Upon establishment by the Vice Chancellor that an employee has committed gross misconduct leading to dismissal, a communication to that effect will be made in writing to the employees by the Vice Chancellor.

Elimination of a position

Employment may be terminated as a result of the elimination of a position, by giving the affected employees three month's notice or paying them three months salary in lieu of notice.

Retirement

The retirement age of non academic staff shall be upon attaining the age of 60 years and academic staff shall be upon attaining the age of 70 years. Employees may choose to go on early retirement subject to agreement by the Vice Chancellor. The procedure applicable for resignation from employment shall apply. Each retiring employees shall be entitled to his/her terminal benefits applicable to their terms of employment/contract.

Redundancy

Employees may be made redundant due to a program reduction, or due to structural realignment or re-organization that renders a position redundant. The procedure on redundancy laid down by the Employment Act is applicable. The employees will be entitled to redundancy benefits provided for under Section II of the Regulations of Wages and Conditions of Employment Act

Exit Interviews

Upon separation from the University each employees will be subject to an exit interview in order to gather information regarding the individual situation and GLUK's operating structures in total.

Hand Over

Upon acceptance of an employee's resignation, he or she must hand over Institutional ID, write

up a detailed handing over note, and hand over an inventory of GLUK property they have been entrusted with. Any loss or destruction of GLUK property which was not previously not reported will be paid for or deductions made from the employees benefits.

28. TERMINATION OF EMPLOYMENT

- a. The employer shall continue to employ the employee and the employee shall continue to serve the employer under the conditions of employment as prescribed in this Agreement and Schedule 1 until the employment is terminated, or the employee retires or resigns.
- b. Nothing in this section shall prevent the employer from dismissing an employee for serious misconduct with lesser notice or with no notice. The University will effect summary dismissal if:
 - i) Without leave or lawful cause, a staff absents himself/herself from the place of official duty
 - 1. During working hours, a staff become intoxicated, renders himself/herself unwilling or incapable to properly perform his/her duty
 - 2. An employee willfully neglects to perform any assigned duty, or carelessly and improperly performs the duty assigned to him/her.
 - 3. An employee uses abusive or insulting language to his/her employer or to a person placed in authority over him/her by the University administration.

Any disciplinary action undertaken by the University will be in accordance with the University procedures approved by the Council.