



EGERTON UNIVERSITY

**HUMAN RESOURCE POLICIES
AND PROCEDURES MANUAL**

JUNE 2023

" Transforming Lives through Quality Education"

PREAMBLE

Egerton University envisions being “a world class University for the advancement of humanity”. Its Mission is “to generate knowledge and offer exemplary education and training to society for national and global development”. To achieve its Vision and Mission, the University requires functional and responsive human resource policies, procedures and practices. Hence, the purpose of this Egerton University Human Resource Policies and Procedures Manual (EUHRPPM) is to provide employees with information on the University’s policies and procedures. It provides written guidelines to be used for the management of the University’s most valuable asset, that is, the human capital. The policies and guidelines herein are intended to bring in greater order and consistency in the day-to-day operations of the University. The policies and procedures set forth in this Manual shall apply to the academic; the administrative, technical and support staff; as well as to student workers (including those on work study, internship and attachment programmes). Although the Manual has aimed at comprehensiveness, it does not, and cannot, address every single situation that may arise.

The Registrar (Human Capital and Administration) shall be the Secretary [to what?] and shall be responsible for sustaining and advancing the University’s Vision and Mission through the attraction and retention of a quality workforce. The Department of Human Capital and Administration shall facilitate this process by providing excellent services that are integrated and strategically aligned to the teaching, research and social mandate of the University. It shall be committed to attracting, hiring, supporting, developing and recognizing the centrality of the University’s employees as a resource. The University is committed to providing an environment that is free from discrimination and harassment based on race, ethnicity, age, religion, gender, sexual orientation [Is this what you meant when you wrote “sex”? I wonder whether you would like to explicitly refer to this. You may consider omitting.] or disability. It is an equal opportunity/equal access/affirmative action employer determined to achieve a diverse workforce and to comply with all laws on employment and labour relations.

The EUHRPPM shall constitute the University’s Terms and Conditions of Service [It is unclear what this means. Will Terms and Conditions of Service not exist as a document anymore? Does the Manual overtake them? How can this document be both the said Manual and Terms and Conditions of Service?]for all categories of its employees. It shall complement and be read together with the Employment Contract, other University policies

and regulations made thereunder, and all relevant laws of Kenya that may be in force at any given time. In case of a conflict between the Law and this Manual, the Law shall prevail.

The Manual is intended to serve as a reference guide for all employees on the human resources policies, procedures and practices of the University as well as to provide the rationale and principles of how they should be implemented and enforced. The University recognizes the diverse contributions its employees make and treats each individual employee fairly in all matters.

The EUHRPPM shall apply to all employees. The University has the right to adopt new policies and procedures, and alter or cancel existing ones at any time. The negotiated Collective Bargaining Agreements with respective University Staff Unions and official Government of Kenya circulars shall supplement the Manual.

The Registrar (HCA) shall make the Manual accessible to all employees of the University. A copy of the Manual shall be availed in the office of each Head of Department/Unit as well as at the reference section of the University Library. A soft copy of the document shall be uploaded on the University website. The Registrar shall also provide copies of the Manual in a form that can be accessed and used by people with visual impairment.

For purposes of enforcing the provisions of this Manual, its interpretation shall be the responsibility of the Vice-Chancellor with advice from the Registrar (HCA). Where a dispute arises regarding interpretation, appeals shall be made to the Vice-Chancellor. This Manual shall be reviewed by the University every three (3) years or as may be directed by the Council from time to time.

Prof. Isaac O. Kibwage, HSC

Vice-Chancellor

DEFINITION OF TERMS

“Accounting Officer” means an Egerton University staff appointed to take full responsibility of the finances, assets and liabilities of a University Department.

“Adjunct Lecturer /Adjunct Professor” refers to a Lecturer, Senior Lecturer, Associate Professor or Professor who is hired on a contractual basis to teach courses, but who is exempt from some of the responsibilities of fully employed academic staff.

“Annual Increment” means an increase in salary granted on annual basis until the maximum point in a salary scale is reached.

“Attachment” refers to a structured programme offered to continuing students from various institutions to gain work experience in a professional work setting. [What do you mean by “various institutions”? Are these tertiary institutions? Do you mean both EU students going on attachment and students from elsewhere coming to EU on attachment? It is not clear.]

“Authorized Officer” means an Egerton University employee to whom the University has delegated the human resource management function in a Section or Department.

“Basic Salary” means the monthly rate of pay excluding allowances.

“Biological Waste” means discarded biological material from teaching and research laboratories and operations.

“Bondee” means an University employee who is serving a training bond obligation.

“Chairman of Department/Head of Department” means an officer heading a department at the University.

“Charter” means the Egerton University Charter (2014).

“Chief Finance Officer” means the person appointed by the Council to administer the University department responsible for financial affairs in accordance with the Public Finance Management Act 2012.

“Children” means the biological offspring or legally adopted children under the age of Twenty-five (25) years who are unmarried and are wholly dependent on the Egerton University employee. The names of the children shall be declared at the time of birth or adoption if it occurs during employment at the University. Copies

of birth certificates or legal adoption papers shall be required in either case.[This does not belong here. It is not part of definition. Consider transferring.]

“Compulsory Leave” means an administrative leave imposed on an employee by his/her employer normally to pave way for investigations into possible employment offenses which may ultimately lead to the commencement of disciplinary proceedings.

“Code of Conduct” means a set of values, rules, standards, and principles outlining what the employer expects from employees within an organization[I suggest you delete “within an organization”. These definitions are meant for this Manual, and for Egerton University. They are not dictionary definitions.]

“Conflict of Interest” means a potential conflict between the public duty and the private interests of an employee in which the employee’s private interests may improperly influence the performance of his/her official duties and responsibilities.

“Consolidated Salary” means the gross salary, which includes the basic salary and all other allowances payable to the employee.

“Delegated Authority” means the powers the Vice-Chancellor has assigned to any one or more of the University employees to exercise on his/her behalf.

“Disability” means a physical, sensory or mental impairment, including any visual, hearing, learning or physical incapability, which impacts negatively on the social, economic or environmental participation of the affected individual in the activities of life.

“Emergency Medical Referral” means a written letter from the Chief Medical Officer for an employee for the purpose of having medical services provided immediately by medical specialists outside the University. In this case the employee has no time to get an imprest upfront to cater for medical expenses.

“Emeritus Professor” means an honorary position reserved for professors, academicians and researchers who remain active in scholarship following retirement and who have served the University for a minimum of twenty (20) years.

“Employee” means a person employed by the University who is being paid wages or salary. Such a person may be currently serving in the institution

or be on leave of absence /sabbatical leave/ unpaid leave.

“Employee Deployment” means a form of internal mobility, in which the employee is shifted from one job to another usually at a different location, department, or unit. This mobility can either be temporary or permanent depending on the decision of the University.[Is it “Employee Deployment” or “Employee Redeployment”?]

“Employee Transfer” means a form of internal mobility, in which the employee is shifted from one job to another usually at a different location, department, or unit. Transfer can either be temporary or permanent depending on the decision of the University, and it can be initiated either by the employer or the employee. [It is not clear what the difference between “Employee Deployment” and “Employee Transfer” is. Consider merging.]

“Fixed-Term Contract” means the engagement of a person for a fixed duration.

“Immediate Family” means the employee, and the spouse(s), children, parents and siblings of the employee.

“Founders Day” means the day when Egerton University as a training institution was founded. [This is highly questionable. There is no such fixed date; otherwise why not give it? Besides “founders” can only mean a person/persons who have founded something, but not the act of founding something. Reconsider.]

“Full siblings” means persons who share the same biological mother and father.[How about when you use only the word “siblings”, as in the definition of “Immediate Family” above?]

“Human Capital Manual” means a handbook that contains a set of principles, regulations, rules, guidelines and procedures that shall be followed by all employees as amended from time to time. [Why this definition? Will the reference not everywhere be to this particular Manual?]

“Human Resource Management Information System (HRMIS)” means a system that is used to collect and store data on an organization's employees. [Again, don't refer to an organization generally; say what the term means in Egerton University.]

“Imprest” means accountable cash issued to an employee to undertake official duties.

“Induction” means a short-term training organized to assist newly employed staff to adjust to a new working environment, culture and technology.

“Interdiction” means a situation where an employee is asked by the University to step aside from work to allow for investigations to be conducted into his/her alleged misconduct or wrongdoing.

“Internship” means an opportunity offered by an employer to degree and diploma graduates to gain practical work experience. [Do you want to refer to an employer generally? Not EU in particular?]

“Invaliding” means the act of removing or retiring an employee from active employment because of injury or illness.

“Laboratory Waste” means waste generated from laboratories in the University, whereby a Laboratory refers to an area owned by an eligible academic entity where relatively small quantities of chemicals and other substances are used on a non-production basis for teaching or research (or diagnostic purposes at a teaching hospital) and are stored and used in containers that are easily manipulated by one person.

“Leave” means permission to be away from the work station for a specified period of time.

“Leave Year” means the period between 1st July and 30th June of each calendar year.

“Level 1 Programmes” means activities designed for specific groups of employees suffering from drugs and substance abuse and meant to reduce the negative effects thereof.

“Next-of-Kin” means the person whose name is provided by the employee for the purpose of contacting during emergency and in case of death.

“Normal Medical Referral” means a written letter from the Chief Medical Officer for an employee to get specialized medical service outside the University at a future date which allows him/her to get an imprest upfront to cater for medical expenses.

“Nuclear Family” means the employee, and the employee’s spouse and children.

“Overtime Allowance” means extra hours worked by a staff member outside the normal working hours.

“Policy” means a generalised statement which provides guidelines on how to act in specific circumstances.

“Probation” means a prescribed period for the duration of which an employee serves the University prior to being confirmed into permanent service.

“Pro-rata” means the computation of benefits for the period served in relation to the full term entitlement.

“Public Interest” means anything affecting the welfare or well-being, the rights, health, and finances of the public at large, specifically those living in poverty or marginalized populations.

“Quorum” means the nearest whole number above half of the membership of a Committee for all convened meetings.

“Recruitment” means the process of identifying and engaging suitable candidates for an existing vacancy.

“Reimbursable Allowances” means those allowances where an employee gets reimbursement on the expenditure incurred in the course of duty.

“Redundancy” means the loss of employment, occupation, job or career by involuntary means, through no fault of an employee, involving termination of employment at the initiative of the employer, where the services of an employee are superfluous, and the practices commonly known as abolition of office, job or occupation.

“Remunerative/Responsibility Allowance” means those allowances paid to an employee, in addition to salary, as a form of compensation for additional responsibilities.

“Resignation” means termination of service with the University on the initiative of an employee after at the expiry of a notice required by the Terms and Conditions of Service.

“Sabbatical Leave” means leave, with pay, granted to academic, library and research staff at the rank of Senior Lecturer (Grade XIII) and above for the purpose of engaging in research or other activities that advance the staff member’s scholarly achievement and enhances the reputation of or otherwise benefit the University.

“Scheme Credit” means total amount of savings by an employee in a retirement scheme.

“Shift Work” means an employment practice designed to make use of or provide service throughout the 24 hours of each day of the week, based on a work schedule that is performed in rotation by groups of workers.

“Shift Worker” means an employee who is regularly required to undertake shift and/or weekend work (other than overtime) in accordance with a roster approved by the controlling authority concerned.

“Sick Leave” means the approved absence of an officer from duty on account of illness and includes weekends and public holidays.

“Show-Cause Letter” means a letter issued to signal an employer’s intention to take disciplinary action against an employee who is deemed to have breached a policy or engaged in misconduct, with the employee given an opportunity to respond as to why disciplinary actions should not be taken against him/her.

“Spouse” means a legal marriage partner, wife or husband, of an employee as specified under the Marriage Act or in accordance with the relevant Customary Law.

“Staff” means all persons employed by the University.

“Staff Establishment” means the approved number of positions, designations and departments in the University.

“Surety” means a person who formally accepts responsibility to locate a bondee and/or redeem the bond obligation of a bondee who defaults or appears in a court of law in respect of the same.

“Suspension” means a situation where an employee is asked by the University to step aside from exercising the powers and functions of his/her office as result of being charged with serious criminal offence or charged under the Anti-Corruption and Economic Crimes Act. The employee steps aside or ceases to work for a period of time *as punishment* for the misconduct. Suspension occurs when

there is need for investigations to determine whether or not the employee should be dismissed or not depending on the allegations.[I suggest you delete the highlighted. It is repetitive and verbose as a definition.]

“Tour of Service” means the period of employment contract in the University awarded to an employee who is not a Kenyan citizen.

“Training Bond” means a formal agreement between the University and its employees who are selected for approved training that oblige them to serve in Egerton University for a specific period of time on completion of the training.

“Upgrading” means a specialized training given to an employee or level of employees for purposes of advancing to a higher level of employment.

“Vetting” means the screening process conducted by the University for purposes of checking the background and verifying information concerning an applicant for employment or an existing employee. It includes confirming employment history, authentication of educational credentials (degrees, professional licenses and certifications), personal profiles, reviewing credit reports and any information on prior criminal records.

“Visiting Professor” means a Scientist/Lecturer who joins the University for the duration of his/her Sabbatical Leave from his/her institution, and who is entitled to accommodation and access to University outpatient facility services.

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ABBREVIATIONS AND ACRONYMS

AA	-	Automobile Association of Kenya
ADSA	-	Alcohol, Drugs and Substance Abuse
AVC	-	Additional Voluntary Contribution
CBA	-	Collective Bargaining Agreement
CMO	-	Chief Medical Officer
CMRT	-	Crop Management Research Training Institute
COD	-	Chairperson of Department
CSO	-	Chief Security Officer
CT	-	Chief Technologist
DOSH	-	Directorate of Occupational Safety and Health
DPRO	-	Disaster Preparedness and Response Office
DPS	-	Documented Procedures
DSA	-	Daily Subsistence Allowance
DVC ARE	-	Deputy Vice-Chancellor (Academics, Research and Extension)
DVC AFP	-	Deputy Vice-Chancellor (Administration, Finance and Planning)
EMCA	-	Environment Management and Coordination Act
EU	-	Egerton University
EUHRPPM	-	Egerton University Human Resource Policies and Procedures Manual
EURBS	-	Egerton University Retirement Benefits Scheme
FMS	-	Finance Management System
FTSE	-	Full Time Staff Equivalent
GPA	-	Group Personal Accident Scheme
HCA	-	Human Capital and Administration
HELB	-	Higher Education Loans Board
HOD	-	Head of Department
HRMIS	-	Human Resource Management Information System
ICGEB	-	International Centre for Genetic Engineering and Biotechnology
IPUCCF	-	Inter Public Universities Councils Consultative Forum
IPO	-	Integrity Promotion Office
KRA	-	Kenya Revenue Authority
KUDHEIHA	-	Kenya Union of Domestic, Hotels, Educational Institutions, Hospitals and Allied Workers
KUSU	-	Kenya Universities Staff Union
MIS	-	Management Information System
NACADA	-	National Authority for the Campaign against Alcohol and Drugs Abuse

NCCC	-	Nakuru City Campus College
NCPWD	-	National Council for Persons with Disabilities
NEMA	-	National Environment Management Authority
NHIF	-	National Health Insurance Fund
NSSF	-	National Social Security Fund
OSHA	-	Occupational Safety and Health Act 2007
PAYE	-	Pay As You Earn
PHO	-	Public Health Officer
PPMS	-	Payroll Processing Module System
PSC	-	Public Service Commission
PWD	-	Persons with Disabilities
RAA	-	Registrar (Academic Affairs)
RBA	-	Retirement Benefit Authority
RE	-	Research and Extension
RMA	-	Records Management and Archives
SACCO	-	Savings and Credit Co-operative Society
SMA	-	Staff Movement Advice
SMART	-	Specific, Measurable, Achievable, Realistic and Time bound
SMS	-	Students Management System
SODL	-	School of Distance Learning
SPAS	-	Staff Performance Appraisal System
SRC	-	Salaries and Remuneration Commission
TEEAL	-	The Essential Electronic Agricultural Library
UASU	-	University Academic Staff Union
UMB	-	University Management Board

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CHAPTER ONE

INSTITUTIONAL FRAMEWORK

1.1 Historical Background

Egerton University is the oldest institution of higher learning in Kenya, having started as Egerton Farm School in 1939 by Lord Maurice Egerton of Tatton, a British settler. In 1950, the School was upgraded to an Agricultural College. The Egerton Agricultural College Ordinance was enacted in 1955. In 1979, the Government of Kenya and the United States Agency for International Development (USAID) funded a major expansion of the institution to enable it increase its student population. In 1986, Egerton Agricultural College was upgraded to a constituent college of the University of Nairobi. The following year, 1987, the College became a fully-fledged University through the Egerton University Act of 1987, Laws of Kenya.

Egerton University has made tremendous contributions towards increasing access to higher education in Kenya through the establishment of Constituent Colleges, Campus Colleges and Campuses. Chuka, Kisii, and Laikipia Universities, former Constituent Colleges of Egerton University, were all chartered to become fully-fledged Universities in the year 2013. Other notable achievements of the University include the establishment of new Faculties, Directorates and Institutes after 1987. The new Faculties comprise: Arts and Social Sciences, Commerce, Education and Community Development Studies, Engineering and Technology, Environment and Resources Development, Health Sciences, Law, Science, and Veterinary Medicine and Surgery. Directorates, Institutes and other units include: Crop Management Research Training (CMRT) Centre; Dryland Research Training and Ecotourism Centre, Chemeron; Tegemeo Institute of Agriculture Policy and Development; Institute of Women, Gender and Development Studies; Directorates of Quality Assurance, Planning and Development, Student Welfare Services, Marketing and Resource Mobilization, International Linkages and Programmes; the University Industry Liaison Office (UILO); African Virtual University (AVU) Centre, School of Distance Learning (SODL); and The Essential Electronic Agricultural Library (TEEAL). The University has also developed the University Botanic Garden, and rehabilitated and developed the Lord Egerton Castle. It has similarly established: Centre of Excellence in Sustainable Agriculture and Agribusiness Management (CESAAM), Centre of Excellence in Livestock, Innovation and Business (CoELIB), Transforming African Agricultural Universities to Meaningfully Contribute to Africa's Growth and Development (TAGDev). It hosts: the Regional Centre of the International

Centre for Genetic Engineering and Biotechnology (ICGEB) (African region), and the UNESCO Bioethics Centre.

1.2 Vision, Mission, Mandate, Core Values, Motto, Tagline and Guiding Philosophy

a. Vision

A world class University for the advancement of humanity.

b. Mission

To generate knowledge and offer exemplary education and training to society for national and global development.

c. Mandate

The mandate of the University, as provided by The Universities Act No. 42 of 2012, includes:

- i) Advancement of knowledge through teaching, scholarly research and scientific investigation.
- ii) Promotion of learning in the student body and society generally.
- iii) Promotion of cultural and social life of society.
- iv) Support and contribution to the realization of national economic and social development.
- v) Promotion of the highest standards and quality of teaching and research.
- vi) Education, training and retraining higher level professional, technical and management personnel.
- vii) Dissemination of the outcomes of the research conducted by the university to the general community.
- viii) Facilitation of life-long learning through provision of adult and continuing education.
- ix) Fostering of a capacity for independent critical thinking among its students.
- x) Promotion of gender balance and equality of opportunity among students and employees.
- xi) Promotion of equalization for persons with disabilities, minorities and other marginalized groups.

d. Core Values

The University's activities and decisions are guided by the following core values:

- i) National unity and social fairness;
- ii) Integrity, transparency and accountability;
- iii) Professionalism;
- iv) Internationalism;
- v) Passion for excellence and devotion to duty;
- vi) Team work;
- vii) Passion for environmental conservation;
- viii) Innovativeness and creativity.

e. Motto

Sic Donec (English: Thus We Sere)

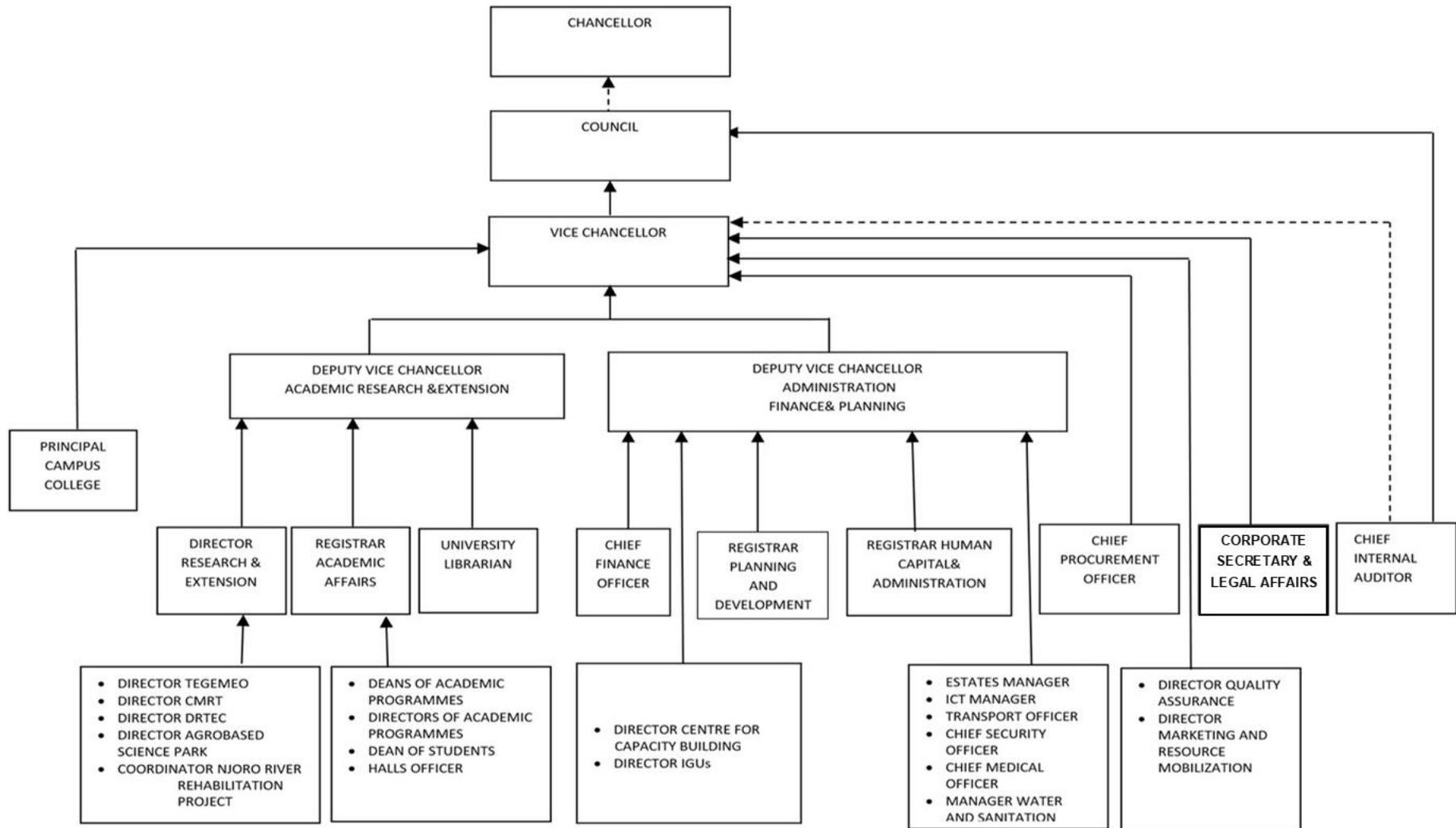
f. Tagline

Transforming lives through quality education

g. Guiding Philosophy

Egerton University innovatively influences human development through generation, acquisition, preservation and dissemination of knowledge and skills in Agriculture and other disciplines, guided by its core values.

1.3 Organization Structure



Transforming Lives through Quality Education

1.4 Governance of the University

1.4.1. The Chancellor (Statute 3 of Egerton University Statutes, 2023)

- i. There shall be a Chancellor of the University as defined in Section 38 of the Act and Section 6(2) of the Charter.
- ii. Where a vacancy occurs in the Office of the Chancellor:
 - a. The Senate shall, in consultation with key stakeholders, identify suitable persons for appointment;
 - b. The Senate shall agree upon and submit to the Public Service Commission five candidates for short-listing and identification of three candidates, ranked in order of merit;
 - c. The Public Service Commission shall forward the names of the top three candidates to the Cabinet Secretary for onward transmission to the President, who shall pick one of the persons for appointment as the Chancellor;
 - d. The appointment of the Chancellor by the President shall be by a notice published in the Kenya Gazette.
- iii. The Chancellor shall have such powers, functions and privileges as:
 - e. Shall be the titular head of the University;
 - f. Shall in the name of the University confer degrees, award diplomas and other qualifications of the University;
 - g. May from time to time recommend to the Cabinet Secretary a visitation of the University;
 - h. May from time to time give advice to the Council which the Chancellor considers necessary for the betterment of the University;
 - i. Shall assist in resource mobilization for the University;
 - j. Shall mentor, advice and support the University management;
 - k. Shall act as an arbitrator in instances of disputes between the governing organs of the University;
 - l. May represent the University at meetings, functions and ceremonies nationally and internationally;
 - m. Shall be kept abreast of major developments in the University;
 - n. May be invited as Chief Guest or Keynote Speaker at major functions of the University;
 - o. Shall promote the corporate image of the University;
 - p. Shall have a Chancellor's Chamber at the University.

- iv. The functions of the Chancellor may, in the absence or incapacity of the Chancellor, be performed by the Chairperson of Council for a period not exceeding three (3) months.
- v. The Chancellor shall hold office for a period of five years and shall be eligible for reappointment for one further five-year term.
- vi. The Office of the Chancellor shall fall vacant if the Chancellor:
 - q. Resigns by written notice of six months addressed to the President through the Cabinet Secretary;
 - r. Is unable to perform the functions of the Chancellor by reason of prolonged physical or mental incapacity;
 - s. Is judged unfit to hold a public office by a court of law;
 - t. Fails to meet the requirements of Chapter 6 of the Constitution;
 - u. Dies in office.

1.4.2. The Council (Statute 4 of Egerton University Statutes 2023)

- i. There shall be a Council of the University established in accordance with Sections 35(1) (a) and 36 of the Act.
- ii. The Council shall have nine Members comprising:
 - a. The Chairperson;
 - b. The Principal Secretary in the Ministry for the time being responsible for university education;
 - c. The Principal Secretary in the Ministry for the time being responsible for finance;
 - d. Five (5) other Members appointed by the Cabinet Secretary through an open process in such a manner as may be prescribed in guidelines issued by the Cabinet Secretary;
 - e. The Vice-Chancellor as an *ex-officio* Member.
- iii. The Chairperson and Members of Council shall be appointed by the Cabinet Secretary in accordance with Section 36 of the Act.
- iv. The appointment of the Members of Council shall be by a notice in the Kenya Gazette.
- v. The qualifications for the Chairperson and the Members of Council shall be:
 - a. In the case of the Chairperson:
 - 1. Hold an earned doctorate degree from a recognised institution;

2. Have at least ten years' experience in leadership and management of public or private institutions;
 3. Demonstrate integrity and moral values in accordance with Chapter 6 of the Constitution.
- b. In the case of each of the five other Members:
1. Hold at least a Master's degree from a recognised institution;
 2. Have at least five years' experience in leadership, management or academia;
 3. Demonstrate integrity and moral values in accordance with Chapter 6 of the Constitution, professionalism, and have the capacity to make a contribution to university education.
- v. The Chairperson and the Members of Council shall hold office for a term of three years and shall be eligible for reappointment for one further term.
- vi. The Members under Section 4(2) of this Statute shall at their first meeting of the Council determine by lot which two of their number shall vacate office after a period of three years and four years, respectively, to ensure continuity in the activities of the Council.
- vii. The office of the Chairperson or of a Member of Council shall fall vacant if the Chairperson or Member:
- a. Resigns by notice in writing addressed to the Cabinet Secretary and copied to the Vice-Chancellor;
 - b. Is absent from three (3) consecutive meetings of the Council without the permission of the Chairperson, or, in the case of the Chairperson, the permission of the Cabinet Secretary;
 - c. Is, by reasons of physical or mental infirmity, unable to exercise the functions of his/her office;
 - d. Is judged unfit to hold a public office by a court of law;
 - e. Fails to meet the requirements of Chapter 6 of the Constitution;
 - f. Is convicted of an offence and sentenced to imprisonment for a term exceeding six months or a fine exceeding twenty thousand shillings;
 - g. Dies in office.

- viii. Where the office of the Chairperson or a Member of Council falls vacant, the Vice-Chancellor shall notify the vacancy to the Cabinet Secretary, who shall, subject to the provisions of the Act, appoint another person to fill the vacancy for the remainder of the term of such Member.
- ix. The functions of the Council shall be to:
- a. Employ staff;
 - b. Approve the Statutes of the University and cause them to be published in the Kenya Gazette;
 - c. Approve the policies of the University;
 - d. Approve the annual estimates of the University;
 - e. Appoint staff at the rank of Professor and other staff in Grade 15;
 - f. Appoint the Vice-Chancellor, the Deputy Vice-Chancellors, and the Principals and Deputy Principals of Constituent Colleges, in consultation with the Cabinet Secretary after a competitive process conducted by the Public Service Commission;
 - g. Manage, supervise and administer the assets of the University in such a manner as best promotes the purpose for which the University is established;
 - h. Determine the provisions to be made for capital and recurrent expenditures and for reserves of the University;
 - i. Receive any grants, donations, or endowments on behalf of the University and make legitimate disbursements there from;
 - j. Enter into associations, collaboration or linkages with other bodies or organisations within or outside Kenya as the University may consider desirable or appropriate and in furtherance of the purpose for which the University is established;
 - k. Open a banking account or accounts for the funds of the University;
 - l. Approve University fees;
 - m. Mobilize development resources for the University;
 - n. Undertake other functions as described in the Fifth Schedule of the Statutes.

- x. The Council shall operate under the following procedures:
- a. The Council, in its full membership, shall hold meetings between four and six times in a calendar year.
 - b. The Chairperson shall chair all Council meetings and in his/her absence or inability to chair for whatever reason, the Members present shall appoint one of their number to preside over the meeting.
 - c. The quorum of all Council meetings shall be the nearest whole number above half the membership.
 - d. Council documents shall be made available to the Members of Council not less than ten (10) days before the meeting.
 - e. Decisions of the Council shall be by a simple majority vote of those present and voting, provided that in case of a tie the Chairperson shall have a casting vote.
 - f. The Council may, subject to such limitation as it may deem fit, delegate any of its powers or duties to the Chairperson or to its Committees, provided that the Council shall not delegate to the Chairperson or to a Committee the power to approve the annual estimates without further reference to the Council.
 - g. The Council shall set up such Committees as deemed necessary and as outlined in the Fifth Schedule of the Statutes to perform such functions and discharge such responsibilities as it may determine, provided that it shall not delegate its principal mandate to the committees.
 - h. Each Committee of the Council shall hold meetings as determined by the Council on the basis of need
 - i. The Council shall appoint the Chairperson of each of its Committees; in his/her absence or inability to chair for whatever reason, the Members present shall appoint one of their number to preside over the meeting.
 - j. Unless the Council otherwise determines, a quorum of any Committee of the Council shall be the nearest whole number above half the membership of the Committee.

- k. The Vice-Chancellor shall serve as the Secretary to the Council and to all Committees of the Council except the Audit, Governance and Risk Management Committee.
- l. The Council shall cause minutes of its proceedings to be kept by the Secretary and such minutes shall be confirmed subject to any necessary amendment, at a subsequent meeting.

1.4.3 The Senate (Statute 5 of Egerton University Statutes, 2023)

- i. There shall be a Senate established under Section 35(b) of the Act and Section 6(4) of the Charter.
- ii. The Senate shall have the powers and duties to:
 - a. Satisfy itself regarding the content and academic standards of any programme of study in respect of any degree, diploma, certificate or other award of the University, and report its findings thereon to the Council;
 - b. Set standards in research, extension, consultancy and innovation in the University;
 - c. Propose regulations to be made by the Council regarding the eligibility of persons for admission to a programme of study;
 - d. Propose regulations to be made by the Council regarding the standards of proficiency to be gained in each examination for a degree, diploma, certificate or other award of the University;
 - e. Decide which persons have attained the prescribed standard of proficiency and are otherwise fit to be granted a degree, diploma, certificate or other award of the University;
 - f. Set rules and regulations governing University examinations;
 - g. Appoint Internal and External Examiners;
 - h. Approve examination results;
 - i. Approve the design of academic and graduation gowns and prescribe their use;
 - j. Initiate the review of the Charter and the Statutes from time to time, develop proposals relating to academic matters, and present them to Council for approval;

- k. Determine the standards for staffing establishment in teaching, research, extension, and consultancy;
 - l. Regulate the granting of scholarships, fellowships, bursaries, and prizes;
 - m. Approve the discontinuation of students as well as the suspension, expulsion and other disciplinary measures with respect to students;
 - n. Receive reports of Academic Boards of Constituent Colleges, Campus Colleges, Faculties, Schools, Institutes, Directorates and Centres on academic matters, and make appropriate recommendations/decisions;
 - o. Close the University if and when necessitated by special circumstances, and reopen the University;
 - p. Set rules and regulations for students' conduct, welfare, non-tuition fees, levies and charges;
 - q. Schedule the Academic Calendar of the University;
 - r. Initiate and propose to the Council the establishment, restructuring, or abolition, of Constituent Colleges, Divisions, Faculties, Schools, Institutes, Centres, and Departments.
 - s. Identify suitable persons for appointment as Chancellor of the University;
 - t. Make regulations governing such other matters as are within its powers in accordance with the Charter and the Statutes.
- iii. The Membership of Senate shall be:
- a. The Vice-Chancellor, who shall be the Chairperson;
 - b. The Deputy Vice-Chancellors;
 - c. The Principals of Constituent Colleges and Campus Colleges;
 - d. The Deputy Principals of Constituent College and Campus Colleges;
 - e. The Directors of Campuses;
 - f. The Registrars, of whom the Registrar (Academic Affairs) shall be the Secretary;
 - g. The Chief Finance Officer;
 - h. The Dean of Students;
 - i. The Deans of Faculties and the Directors of Schools/Institutes/Directorates/Centres;
 - j. The Chairpersons of Department;

- k. The Professors;
 - l. Two (2) representatives elected by the Academic Board of each Constituent College from among the members of that Board; The University Librarian;
 - m. The Information and Communication Technology (ICT) Manager;
 - n. Two (2) representatives elected by the Students Governing Council, provided that the representatives of the Students' Governing Council shall not attend deliberations of the Senate on matters relating to examination results and to students' disciplinary matters;
 - o. Co-opted members, provided that such members shall not have the right to vote, and shall not constitute more than one-third of the membership of the Senate.
- iv. The Senate shall adopt the following procedures:
- a. Unless the Senate otherwise determines, the Senate shall hold regular meetings at least once every quarter of a year at such time and place as the Chairperson of the Senate may appoint.
 - b. The Chairperson of the Senate may call a special meeting when need arises or shall call such a meeting within ten (10) days of receiving a request for that purpose signed by not less than thirty percent (30%) of the members of the Senate.
 - c. In the absence of the Chairperson of the Senate, the Deputy Vice-Chancellor (Academics, Research and Extension) shall preside over meetings of the Senate; in the absence of both the Chairperson of the Senate and the Deputy Vice-Chancellor (Academics, Research and Extension), the Deputy Vice-Chancellor (Administration, Finance and Planning) shall preside over meetings of the Senate.
 - d. At any meeting of the Senate, a quorum shall be the nearest whole number above half the membership.
 - e. Decisions of the Senate shall be by consensus or by a simple majority vote of those present and voting, provided that the Chairperson shall have a casting vote in the event of a tie.
 - f. Subject to such limitation as it may deem fit, the Senate may delegate any of its powers or duties to its Chairperson or to Committees consisting of such

members of the Senate and other persons as it may deem fit; the Senate may empower any such Committee to act jointly with any Committee of the Council.

- g. The Senate shall set up Committees/Boards as follows:
 - 1. Deans Committee;
 - 2. Students Welfare Committee;
 - 3. Students Disciplinary Committee;
 - 4. Library Advisory Committee;
 - 5. Board of Undergraduate Studies and Career Services;
 - 6. Board of Postgraduate Studies.
- h. The Senate may set up other Committees as it may deem fit.
- i. The membership and terms of reference of the Senate Committees are contained in the Fourth Schedule of the Statutes.
- j. The Senate and its Committees shall cause minutes of their proceedings to be kept by the Secretary and such minutes shall be confirmed, subject to any necessary amendment, at a subsequent meeting.
- k. The Senate shall have powers to modify its procedures in such a manner as it may deem fit.

1.4.4 The University Management Board (Statute 6 of Egerton University Statutes, 2023)

- i. There shall be a University Management Board, whose membership shall be:
 - a. The Vice-Chancellor – Chairperson;
 - b. The Deputy Vice-Chancellors;
 - c. The Principals of Constituent Colleges and Campus Colleges;
 - d. The Registrars, of whom the Registrar (Human Capital and Administration) shall be the Secretary;
 - e. The Chief Finance Officer;
 - f. Such member as may be determined by the Board from time to time as prescribed in the Charter.
- g. Co-opted members, provided that such members shall not have the right to vote, and shall not constitute more than one-third of the membership of the Board.

- ii. The University Management Board shall perform the following functions:
 - a. Steer the development of the University guided by the University Strategic Plan;
 - b. Implement and review the University Strategic Plan;
 - c. Oversee the Performance Contracting processes and the delivery of the Service Charter of the University;
 - d. Mobilize development resources for the University;
 - e. Manage the human, physical and financial resources of the University;
 - f. Make proposals to the Senate and the Council on policy matters;
 - g. Implement the University's policies according to mandatory and statutory requirements;
 - h. Any other function related to the management and development of the University.

- iii. The University Management Board shall adopt the following procedures:
 - a. The Board shall hold meetings at least once every month at such time and place as the Chairperson may appoint.
 - b. The Chairperson may call a special meeting of the Board as need arises.
 - c. At all meetings of the Board, a quorum shall be the nearest whole number above half the membership.
 - d. Decisions of the Board shall be by consensus or by a simple majority vote of those present and voting, provided that the Chairperson shall have a casting vote in the event of a tie.
 - e. In the absence of the Chairperson, the Deputy Vice-Chancellor (Administration, Finance and Planning) shall preside over meetings of the Board; in the absence of both the Chairperson and the Deputy Vice-Chancellor (Administration, Finance and Planning), the Deputy Vice-Chancellor (Academics, Research and Extension) shall preside over meetings of the Board.
 - f. The Board may, subject to such limitation as it may deem fit, delegate any of its duties to the Chairperson or to committees consisting of such members of the Board or other persons as it may deem fit; the Board may

empower any such committee to act jointly with any committee of the Senate or the Council.

- g. The Board shall set up the Budget Implementation Committee and the Planning and Development Committee.
 - h. The Board shall cause minutes of its proceedings to be kept by the Secretary and such minutes shall be confirmed, subject to any necessary amendment, at a subsequent meeting.
- iv. The Board shall have powers to modify its procedures in such a manner as it may deem fit.

1.4.5 The Vice-Chancellor (Statute 7 of Egerton University Statutes 2023)

- i. There shall be a Vice-Chancellor, who, subject to the provisions of the Act and the Charter, shall be appointed by the Council in consultation with the Cabinet Secretary, after a competitive process conducted by the Public Service Commission.
- ii. A person to be considered for appointment as Vice-Chancellor shall be a holder of an earned doctorate degree from a recognised institution and shall be at the rank of a Professor.
- iii. The Vice-Chancellor shall hold office for a period of five years and shall be eligible for reappointment for one other five-year term.
- iv. The Vice-Chancellor shall be the executive academic, research, and administrative head of the University and as such shall be responsible to the Council for maintaining and promoting efficiency and good order in the University.
- v. Subject to the provisions of the Statutes, the Vice-Chancellor may, under special circumstances, take intervention measures pending the Senate and the Council ratification.
- vi. The Vice-Chancellor shall be the accounting officer of the University.
- vii. The Vice-Chancellor shall be responsible for policy matters, planning, overall coordination of University functions, public relations, resource mobilisation, risk management, and the general development of the University.
- viii. The Vice-Chancellor, acting on behalf of the Council, shall be the disciplinary authority of the University in respect of staff and students.

- ix. The Vice-Chancellor shall be the Chairperson of:
 - a. The Senate;
 - b. The University Management Board;
 - c. The Staff Appointment Committee for Associate Professors, Senior Lecturers, and equivalent posts;
 - d. The Inaugural Lecture Series by Professors.
- x. The Vice-Chancellor shall by virtue of office be an *ex-officio* member of every Committee of the University Management Board, the Senate, and the Council, unless otherwise explicitly provided for.
- xi. The Vice-Chancellor shall have such other powers and duties as may be conferred by the Council in accordance with the Act and the Charter.
- xii. The Vice-Chancellor may assign or delegate any duties to a committee or to a member of the University staff and may withdraw any such assignment or delegation at any time.
- xiii. The Office of the Vice-Chancellor shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Cabinet Secretary;
 - b. Is unable to perform the functions of the Vice-Chancellor by reason of prolonged physical or mental incapacity;
 - c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.
- xiv. The Cabinet Secretary may on the recommendation of the Council terminate the appointment of the Vice-Chancellor by giving six months' notice in writing or six months' pay in lieu of notice.

1.4.6 The Deputy Vice-Chancellor (Academics, Research and Extension) (Statute 8 of Egerton University Statutes, 2023)

- i. There shall be a Deputy Vice-Chancellor (Academics, Research and Extension) who, subject to the provisions of the Charter, shall be appointed by the Council in consultation with the Cabinet Secretary, after a competitive process conducted by the Public Service Commission.

- ii. A person to be considered for appointment as Deputy Vice-Chancellor (Academics, Research and Extension) shall be a holder of an earned doctorate degree from a recognised institution and shall be at the rank of a Professor or an Associate Professor.
- iii. The Deputy Vice-Chancellor (Academics, Research and Extension) shall hold office for a period of five years and shall be eligible for re-appointment for one other five-year term.
- iv. The Deputy Vice-Chancellor (Academics, Research and Extension) shall be the head of the Division of Academics, Research and Extension of the University, whose functions are:
 - a. Formulating and providing policy guidelines on planning, development and management of academic programmes;
 - b. Coordinating the operations of Research Centres which the University may establish;
 - c. Preparing curricula and rules and regulations governing the implementation of academic programmes;
 - d. Formulating guidelines for the management, implementation and evaluation of academic programmes;
 - e. Overseeing the management of examinations;
 - f. Guiding Chairpersons of Departments, Deans of Faculties, Directors of Schools/Institutes, and Managers of Academic Centres on the running of academic programmes;
 - g. Steering research and innovation;
 - h. Coordinating extension and outreach activities;
 - i. Managing consultancy services;
 - j. Documenting research activities and reports;
 - k. Organizing seminars, workshops, conferences and symposia;
 - l. Appointing the Chairperson of the Research Ethics Committee, the Research and Extension Committee, the Publications Committee and the Library Advisory Committee;

- m. Liaising with the Deputy Vice-Chancellor (Administration, Finance and Planning) on staff training and development.
- v. The Deputy Vice-Chancellor (Academics, Research and Extension) shall be the Chairperson of:
 - a. Deans Committee;
 - b. Students Welfare Committee;
 - c. Students Disciplinary Committee;
 - d. Graduation Committee;
 - e. Staff Appointment Committee(s) for academic staff of Grade 10 to 12, for Research Fellows, and for Technologists in academic departments of Grade 5 to 12;
 - f. Staff Appointment Committee chaired by the Deputy Vice-Chancellor (Administration, Finance and Planning), in his/her absence.
- vii. The Deputy Vice-Chancellor (Academics, Research and Extension) shall have such other duties as may be assigned or delegated by the Vice-Chancellor in accordance with Statute 7.
- viii. The Office of the Deputy Vice-Chancellor (Academics, Research and Extension) shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Cabinet Secretary;
 - b. Is unable to perform the functions of the Deputy Vice-Chancellor (Academics, Research and Extension) by reason of prolonged physical or mental incapacity;
 - c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.
- ix. The Cabinet Secretary may on the recommendation of the Council terminate the appointment of the Deputy Vice-Chancellor (Academics, Research and Extension) by giving six months' notice in writing or six months' pay in lieu of notice.

1.4.7 The Deputy Vice-Chancellor (Administration, Finance and Planning) (Statute 9 of Egerton University Statutes, 2023)

- i. There shall be a Deputy Vice-Chancellor (Administration, Finance and Planning) who, subject to the provisions of the Charter, shall be appointed by the Council in

consultation with the Cabinet Secretary, after a competitive process conducted by the Public Service Commission.

- ii. A person to be considered for appointment as Deputy Vice-Chancellor (Administration, Finance and Planning) shall be a holder of an earned doctorate degree from a recognised institution and shall be at the rank of a Professor or an Associate Professor.
- iii. The Deputy Vice-Chancellor (Administration, Finance and Planning) shall hold office for a period of five years and shall be eligible for re-appointment for one other five-year term.
- iv. The Deputy Vice-Chancellor (Administration, Finance and Planning) shall be the head of the Administration, Finance and Planning Division of the University, whose functions are:
 - a. Developing, implementing and monitoring the Strategic Plan of the University;
 - b. Recruiting staff and managing the human resource capital;
 - c. Developing, reviewing and implementing human resource policies and procedures;
 - d. Planning and administering the physical resources of the University;
 - e. Maintaining the assets of the University;
 - f. Implementing the University Disability Mainstreaming Policy;
 - g. Fostering a healthy relationship between the University and the neighbouring communities;
 - h. Planning for the University's financial resources;
 - i. Preparing and implementing the University's budget estimates and operational budget;
 - j. Preparing financial reports;
 - k. Ensuring the University's compliance with statutory and legal requirements;
 - l. Coordinating the Support Functions of the University in accordance with Statute 52;
 - m. Liaising with the Deputy Vice-Chancellor (Academics, Research and Extension) on staff establishment, training and development.

- v. The Deputy Vice-Chancellor (Administration, Finance and Planning) shall be the Chairperson of:
 - a. Staff Appointment Committee for administrative, technical and support staff of Grade 1 to 12;
 - b. Staff Disciplinary Committee for Grade 1 to 12;
 - c. Staff Appointment Committees chaired by the Deputy Vice-Chancellor (Academics, Research and Extension), in his/her absence;
 - d. Information and Communication Technology (ICT) Committee;
 - e. Bookshop Advisory Committee;
 - f. Records Management and Archives Advisory Committee.
- vi. The Deputy Vice-Chancellor (Administration, Finance and Planning) shall have such other duties as may be assigned or delegated by the Vice-Chancellor in accordance with Statute 7.
- vii. The Office of the Deputy Vice-Chancellor (Administration, Finance and Planning) shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Cabinet Secretary;
 - b. Is unable to perform the functions of the Deputy Vice-Chancellor (Administration, Finance and Planning) by reason of prolonged physical or mental incapacity;
 - c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.
- vi. The Cabinet Secretary may on the recommendation of the Council terminate the appointment of the Deputy Vice Chancellor (Administration, Finance and Planning) by giving six months' notice in writing or six months' pay in lieu of notice.

1.4.8 The Principal of a Constituent College (Statute 10 of Egerton University Statutes, 2023)

- i. There shall be a Principal of a Constituent College who, subject to the provisions of the Charter, shall be appointed by the Council in consultation with the Cabinet Secretary, after a competitive process conducted by the Public Service Commission.

- ii. A person to be considered for appointment as Principal of a Constituent College shall be a holder of an earned doctorate degree from a recognised institution and shall be at the rank of a Professor or an Associate Professor.
- iii. The Principal shall hold office for a period of five years and shall be eligible for reappointment for one other five-year term.
- iv. The Principal shall by virtue of being the overall administrative head of the Constituent College be the accounting officer of the Constituent College.
- v. The Principal shall be the executive academic and administrative head of the Constituent College and as such shall report to the Constituent College Council.
- vi. The Principal shall be responsible for the overall direction, organisation, administration and programmes of the Constituent College.
- vii. Subject to the provisions of the Statutes, the Principal may, under special circumstances, make decisions pending ratification by the Senate and the Constituent College Council.
- viii. The Principal shall be responsible for policy matters, planning, overall coordination of all College functions, public relations, resource mobilisation, risk management, and development of the Constituent College.
- ix. ix. The Principal shall be responsible for the discipline and order of the Constituent College in respect of staff and students.
- x. The Principal shall by virtue of office be an *ex-officio* member of every committee of the Constituent College Council, unless otherwise explicitly provided for.
- xi. The Principal shall be the Chairperson of:
 - a. The Constituent College Academic Board;
 - b. The Constituent College Management Board;
 - c. Staff Appointments Committee for academic, and administrative, technical and support staff of Grade 1 to 13.
- xii. The Principal shall have such other powers and duties as may be conferred by the Constituent College Council.
- xiii. The Principal may assign or delegate any duties of office to a committee or to a member of the Constituent College staff and may withdraw any such assignment or delegation at any time.

- xiv. The Office of the Principal shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Cabinet Secretary;
 - b. Is unable to perform the functions of the Principal by reason of prolonged physical or mental incapacity;
 - c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.
- xv. The Cabinet Secretary may on the recommendation of the Constituent College
- xvi. Council terminate the appointment of the Principal by giving six months' notice in writing or six months' pay in lieu of notice.

1.4.9 The Deputy Principal of a Constituent College (Statute 11 of Egerton University Statutes, 2023)

- i. There shall be two Deputy Principals of a Constituent College who, subject to the provisions of the Charter, shall be appointed by the Council in consultation with the Cabinet Secretary, after a competitive process conducted by the Public Service Commission.
- ii. A person to be considered for appointment as Deputy Principal of a Constituent College shall be a holder of an earned doctorate degree from a recognised institution and shall be at the rank of a Professor or an Associate Professor.
- iii. There shall be a Deputy Principal in charge of Academics, Research and Extension.
- iv. There shall be a Deputy Principal in charge of Administration, Finance and Planning.
- v. The Deputy Principal shall hold office for a period of five years and shall be eligible for reappointment for one other five-year term.
- vi. The Deputy Principal shall exercise powers and perform duties under the direction of the Principal.
- vii. The Office of the Deputy Principal shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Cabinet Secretary;
 - b. Is unable to perform the functions of the Deputy Principal by reason of prolonged physical or mental incapacity;

- c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.
- viii. The Cabinet Secretary may on the recommendation of the Constituent College Council terminate the appointment of the Deputy Principal by giving six months' notice in writing or six months' pay in lieu of notice.

1.4.10. The Principal of a Campus College (Statute 12 of Egerton University Statutes, 2023)

- i. There shall be a Principal of a Campus College who shall be appointed by the Council, after a competitive search.
- ii. A person to be considered for appointment as Principal of a Campus College shall be a holder of an earned doctorate degree from a recognised institution and shall be at the rank of a Professor or an Associate Professor.
- iii. The Principal shall hold office for a period of five years and shall be eligible for reappointment for one other five-year term.
- iv. The Principal shall be appointed based on the University Terms and Conditions of Service for Staff as outlined in the First Schedule of the Statutes.
- v. The Principal shall be the academic and administrative head of the Campus College and shall report to the Vice-Chancellor. vi. In carrying out the functions of the Office, the Principal shall liaise with the respective Deputy Vice-Chancellors. vii. The Principal shall be responsible for maintaining and promoting the efficient management of the Campus College.
- viii. The Principal shall by the virtue of the Office be an *ex-officio* member of every Board of Faculty/School/Institute within the Campus College, and an *ex-officio* member of every committee appointed by the Campus College Academic Board and the Campus College Management Board.
- ix. The Principal may assign or delegate any duties to a committee or any other member of the Campus College staff and may withdraw any such assignment or delegation at any time.
- x. The Principal shall have such other duties as may be assigned or delegated by the Vice-Chancellor in accordance with Statute 7.

- xi. The Office of the Principal shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Chairperson of Council;
 - b. Is unable to perform the functions of the Principal by reason of prolonged physical or mental incapacity;
 - c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.
- xii. The Council may terminate the appointment of the Principal by giving six months' notice in writing or six months' pay in lieu of notice.

1.4.11 The Deputy Principal of a Campus College (Statute 13 of Egerton University Statutes, 2023)

- i. There shall be a Deputy Principal of a Campus College who shall be appointed by the Council, after a competitive search.
- ii. A person to be considered for appointment as Deputy Principal of a Campus College shall be a holder of an earned doctorate degree from a recognised institution and shall be at the rank of a Professor or an Associate Professor.
- iii. The Deputy Principal shall hold office for a period of five years and shall be eligible for reappointment for one other five-year term.
- iv. The Deputy Principal shall be appointed based on the University Terms and Conditions of Service for Staff as outlined in the First Schedule of the Statutes.
- v. The Deputy Principal shall exercise powers and perform duties under the direction of the Principal.
- vi. The Office of the Deputy Principal shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Chairperson of Council;
 - b. Is unable to perform the functions of the Deputy Principal by reason of prolonged physical or mental incapacity;
 - c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.

- vii. The Council may terminate the appointment of the Deputy Principal by giving six months' notice in writing or six months' pay in lieu of notice.

1.4.12. The Registrars and the Director (Research and Extension) (Statute 14 of Egerton University Statutes, 2023)

- i There shall be a Registrar (Academic Affairs); a Director (Research and Extension), a Registrar (Human Capital and Administration), and a Registrar (Planning and Development).
- ii The Registrars/Director shall be appointed by the Council after a competitive search.
- iii A person to be considered for appointment as Registrar (Academic Affairs) and Director (Research and Extension) shall be a holder of an earned doctorate degree from a recognised institution and shall be at the rank of a Professor or an Associate Professor.
- iv A person to be considered for appointment as Registrar (Human Capital and Administration) shall be a holder of an earned doctorate degree in Human Resource Management or a related discipline from a recognised institution and shall be a Certified Human Resource Professional (CHRP) or possess an equivalent professional qualification.
- v A person to be considered for appointment as Registrar (Planning and Development) shall be a holder of at least a Master's degree in Economics or a related discipline from a recognised institution, and a minimum of five (5) years of relevant experience.
- vi. The Registrars/Director shall hold office for a period of five years and shall be eligible for reappointment for one other five-year term.
- vii. The Registrar (Academic Affairs) and the Director (Research and Extension) shall report to the Deputy Vice-Chancellor (Academics, Research and Extension) and shall assist in all the functions (Academics, and Research and Extension, respectively) under the Deputy Vice-Chancellor (Academics, Research and Extension) as stipulated in Statute 8.
- viii. The Registrar (Academic Affairs) shall be the Secretary to the Senate and to the following Committees chaired by the Deputy Vice-Chancellor (Academics, Research and Extension): Deans Committee, Students Welfare Committee, Students Disciplinary Committee, Graduation Committee, and Library Advisory Committee.

- ix. The Director (Research and Extension) shall be the Secretary to the following Committees chaired by the Deputy Vice-Chancellor (Academics, Research and Extension): Research Committee, Extension Committee, Publications Committee, and Research Ethics Committee.
- x. The Registrar (Human Capital and Administration) and the Registrar (Planning and Development) shall report to the Deputy Vice-Chancellor (Administration, Finance and Planning) and shall assist in the functions under the Deputy Vice-Chancellor (Administration, Finance and Planning) as stipulated in Statute 9.
- xi. The Registrar (Human Capital, Administration) shall be the Secretary to University Management Board and to the Committees of the Board, as well as to the following Committees chaired by the Deputy Vice-Chancellor (Administration, Finance and Planning): Information and Communication Technology (ICT) Committee; Bookshop Advisory Committee; Records Management and Archives Advisory Committee.
- xii. The Office of the Registrar/Director shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Chairperson of Council;
 - b. Is unable to perform the functions of the Registrar by reason of prolonged physical or mental incapacity;
 - c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.
- xiii. The Council may terminate the appointment of the Registrar/Director by giving six months' notice in writing or six months' pay in lieu of notice.

1.4.13. The Chief Finance Officer (Statute 15 of Egerton University Statutes, 2023)

- i. There shall be a Chief Finance Officer who shall be appointed by the Council after a competitive search.
- ii. A person to be considered for appointment as Chief Finance Officer shall be a holder of at least a Master's degree in Accounting/Finance or a related discipline from a recognised institution and registered with the Institute of Certified Public Accountants of Kenya (ICPAK) or its equivalent.
- iii. The Chief Finance Officer

shall hold office for a period of five years and shall be eligible for reappointment for one other five-year term.

- iii. The Chief Finance Officer shall report to the Deputy Vice-Chancellor (Administration, Finance and Planning).
- iv. The Chief Finance Officer shall have the responsibility of planning, administering and implementing the financial services and systems of the University.
- v. The Office of the Chief Finance Officer shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Chairperson of Council;
 - b. Is unable to perform the functions of the Chief Finance Officer by reason of prolonged physical or mental incapacity;
 - c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.
- vi. The Council may terminate the appointment of the Chief Finance Officer by giving six (6) months' notice in writing or six months' pay in lieu of notice.

1.4.14. The University Librarian (Statute 16 of Egerton University Statutes, 2023)

- i. There shall be a University Librarian who shall be appointed by the Council after a competitive search.
- ii. A person to be considered for appointment as University Librarian shall be a holder of an earned doctorate degree in Library/Information Science or a related discipline from a recognised institution.
- iii. The University Librarian shall hold office for a period of five years and shall be eligible for reappointment for one other five-year term.
- iv. The University Librarian shall report to the Deputy Vice-Chancellor (Academics, Research and Extension) and shall be responsible for the planning, organisation and operation of the library services of the University.
- v. The University Librarian shall liaise with Academic Departments, Faculties, Schools, and Institutes to develop discipline-specific resource centres.
- vi. The University Librarian shall set technical standards for the Library.

- vii. The University Librarian shall initiate, develop and sustain networks and partnerships with local and international libraries and organisations.
- viii. The Office of the University Librarian shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Chairperson of Council;
 - b. Is unable to perform the functions of the University Librarian by reason of prolonged physical or mental incapacity;
 - c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.
- ix. The Council may terminate the appointment of the University Librarian by giving six months' notice in writing or six months' pay in lieu of notice.

1.4.15. The Dean of Students (Statute 17 of Egerton University Statutes, 2023)

- i. There shall be a Dean of Students who shall be appointed by the Council after a competitive search.
- ii. A person to be considered for appointment as Dean of Students shall be a holder of an earned doctorate degree from a recognised institution. iii. The Dean of Students shall hold office for a period of five years and shall be eligible for reappointment for one other five-year term. iv. The Dean of Students shall report to the Deputy Vice-Chancellor (Academics, Research and Extension), and shall be responsible for:
 - a. Facilitating communication between the organs of management of the University and the students;
 - b. Managing student counselling and advisory services;
 - c. Enforcing regulations governing the conduct and discipline of the students;
 - d. Planning and organising student elections;
 - e. Coordinating student financial assistance programmes;
 - f. Liaising with the Directorate of Undergraduate Studies and Career Services regarding career placement of students;
 - g. Overseeing the management of students' property and facilities;

- h. Organising students' recreational and sporting activities;
 - i. Undertaking such other assignments as may be assigned by the Deputy Vice-Chancellor (Academics, Research and Extension) from time to time.

- v. The Office of the Dean of Students shall fall vacant if the holder:
 - a. Resigns by written notice of six months addressed to the Chairperson of Council;
 - b. Is unable to perform the functions of the Dean of Students by reason of prolonged physical or mental incapacity;
 - c. Is judged unfit to hold a public office by a court of law;
 - d. Fails to meet the requirements of Chapter 6 of the Constitution;
 - e. Dies in office.
 - f. The Council may terminate the appointment of the Dean of Students by giving six months' notice in writing or six months' pay in lieu of notice.

1.4.16. The Constituent College Management Board (Statute 18 of Egerton University Statutes, 2023)

- i. There shall be a Constituent College Management Board, whose membership shall be:
 - a. The Principal – Chairperson;
 - b. The Deputy Principals;
 - c. The Registrars, of whom the Registrar (Human Capital, Administration and Planning) shall be the Secretary;
 - d. The Constituent College Officer in charge of Finance;
 - e. One (1) representative of the Senate;
 - f. Such other member as may be determined by the Board from time to time as prescribed by the Charter;
 - g. Co-opted members, provided that such members shall not have the right to vote, and shall not constitute more than one-third of the membership of the Board.

- ii. The Constituent College Management Board shall have the following powers and duties:
 - a. Manage the human, physical and financial resources of the Constituent College;
 - b. Make proposals to the Senate and the Council on policies for the Constituent College;
 - c. Implement the Constituent College Strategic Plan and development plan;
 - d. Prepare the annual estimates for the Constituent College;
 - e. Promote the welfare of the staff and the students of the Constituent College;
 - f. Implement the rules and regulations governing the Students Association, and the conduct and discipline of the students of the Constituent College in accordance with the Statutes.

- iii. The Constituent College Management Board shall adopt the following procedures:
 - a. The Board shall hold meetings at least once a month at such time and place as the Chairperson of the Board may appoint.
 - b. The Chairperson of the Board may call a special meeting when need arises or shall call such a meeting within ten (10) days of receiving a request for that purpose signed by not less than thirty percent (30%) of the members of the Board.
 - c. In the absence of the Chairperson, the Deputy Principal (Administration, Finance and Planning) shall preside over meetings of the Board, and in the absence of both the Chairperson and the Deputy Principal (Administration, Finance and Planning) the Deputy Principal (Academics, Research and Extension) shall preside over meetings of the Board.
 - d. The Chairperson of the Board shall be an *ex-officio* member of every committee of the Board but shall not be the Chairperson of any such committee unless explicitly provided for.
 - e. At any meeting of the Board, a quorum shall be the nearest whole number above half the membership.

- f. Decisions of the Board shall be by consensus or by a simple majority vote of those present and voting, provided that the Chairperson of the Board shall have a casting vote in the event of a tie.
- g. The Board may, subject to such limitations as it may deem fit, delegate any of its duties to the Chairperson of the Board or to its committees; the Board may empower any of its committees to act jointly with any committee of the Management Board or the Senate or the Council.
- h. The Board shall cause minutes of its proceedings to be kept by the Secretary and such minutes shall be confirmed, subject to any necessary amendment, at a subsequent meeting.
- i. The Board shall cause a copy of its minutes to be sent to both the Chairperson and the Secretary of the University Management Board as soon as such minutes have been confirmed.
- j. The Board shall have powers to modify its procedures in such a manner as it may deem fit.

1.4.17 The Constituent College Academic Board (Statute 18 of Egerton University Statutes, 2023)

- i. There shall be a Constituent College Academic Board whose membership shall be:
 - a. The Principal – Chairperson;
 - b. The Deputy Principals;
 - c. The Deans of Faculties;
 - d. The Directors of Schools, Institutes, and Directorates;
 - e. The Chairpersons of Departments;
 - f. The Professors;
 - g. One (1) representative of each Faculty/School/Institute Board selected by the respective Board from among their members;
 - h. The Constituent College Registrars, of whom the Constituent College Registrar (Academic Affairs and Research) shall be the Secretary;
 - i. The College Librarian;
 - j. Two (2) representatives of the Student Governing Council, provided that the members of the Student Governing Council shall not attend deliberations of

the Academic Board on matters which relate to examination results and to student disciplinary matters;

- k. Co-opted members, provided that such members shall not have the right to vote, and shall not constitute more than one-third of the membership of the Board.
- ii. The Constituent College Academic Board shall have the following powers and duties:
- a. Satisfy itself regarding the content and academic standards of any course of study in respect of any degree, diploma, certificate or other award of the Constituent College, and report its findings thereof to the Senate;
 - b. Propose regulations for consideration by the Senate regarding the eligibility of persons for admission to a programme of study;
 - c. Propose regulations for consideration by the Senate on the standards of proficiency to be gained in each examination for a degree, diploma, certificate or other awards of the Constituent College;
 - d. Determine which persons have attained the prescribed standards of proficiency and are fit to be granted a degree, diploma, certificate or other awards of the Constituent College, and report its decision thereof to the Senate;
 - e. Make regulations governing all matters within its powers in accordance with the Statutes;
 - f. Notwithstanding any of the provisions of this Statute, the Senate shall not initiate any action in respect of the regulations made by the Academic Board and upon receipt of a report or a proposal there under the Senate shall not reject any such report, or reject or amend any regulations as proposed without further reference to the Academic Board.
- iii. The Constituent College Academic Board shall adopt the following procedures:
- a. The Board shall hold meetings at least once every quarter of a year at such time and place as the Chairperson of the Board may appoint.
 - b. The Chairperson of the Board may call a special meeting when need arises or shall call such a meeting within ten (10) days of receiving a request for

that purpose signed by not less than thirty percent (30%) of the members of the Board.

- c. In the absence of the Chairperson, the Deputy Principal in charge of Academics, Research and Extension shall preside over meetings of the Board, and in the event of the absence of the Principal and the Deputy Principal in charge of Academics, Research and Extension, Deputy Principal in charge of Administration, Finance and Planning shall preside over meetings of the Board.
- d. At any meeting of the Board, a quorum shall be the nearest whole number above half the membership.
- e. Decisions of the Board shall be by consensus or by a simple majority vote of those present and voting, provided that the Chairperson of the Board shall have a casting vote in the event of a tie.
- f. The Board may, subject to such limitations as it may deem fit, delegate any of its duties to the Chairperson of the Board or to its committees; the Board may empower any such committee to act jointly with any committee of the Constituent College Management Board or the Senate or the Council.
- g. The Board shall cause minutes of its proceedings to be kept by the Secretary and such minutes shall be confirmed, subject to any necessary amendment, at a subsequent meeting.
- h. The Board shall have powers to modify its procedures in such a manner as it may deem fit.

1.4.18. The Campus College Management Board (Statute 19 of Egerton University Statutes, 2023)

- i. There shall be a Campus College Management Board whose membership shall be:
 - a. The Principal –Chairperson;
 - b. The Deputy Principal;
 - c. The Deans of Faculties of the Campus College;
 - d. The Campus College Accountant;
 - h. Such other member as may be determined by the Board from time to time as prescribed by the Charter;

- e. The Assistant Dean of Students;
 - f. The Campus College Registrar – Secretary;
 - g. Co-opted members, provided that such members shall not have the right to vote, and shall not constitute more than one-third of the membership of the Board.
- ii. The Campus College Management Board shall have the following powers and duties:
- a. Manage the human, physical and financial resources of the Campus College;
 - b. Make proposals to the Senate on policies for the Campus College;
 - c. Implement the Campus College Strategic Plan and development plan;
 - d. Prepare the annual estimates for the Campus College;
 - e. Promote the welfare of the staff and the students of the Campus College;
 - f. Enforce the rules and regulations governing the Students Association, and conduct and discipline of the students of the Campus College in accordance with the Statutes.
- iii. The Campus College Management Board shall adopt the following procedures:
- a. The Board shall hold meetings at least once a month at such time and place as the Chairperson of the Board may appoint.
 - b. The Chairperson of the Board may call a special meeting when need arises or shall call such a meeting within ten (10) days of receiving a request for that purpose signed by not less than thirty percent (30%) of the members of the Board.
 - c. In the absence of the Principal of the Campus College, the Deputy Principal shall preside over meetings of the Board, and in the event of the absence of the Principal and the Deputy Principal, the members present shall elect a temporary Chairperson from among themselves.
 - d. At any meeting of the Board, a quorum shall be the nearest whole number above half the membership.

- e. Decisions of the Board shall be by consensus or by a simple majority vote of those present and voting, provided that the Chairperson of the Board shall have a casting vote in the event of a tie.
- f. The Management Board may, subject to such limitations as it may deem fit, delegate any of its duties to the Chairperson of the Board or to its committees.
- g. The Board may empower any of its committees to act jointly with any committee of the Management Board or the Senate or the Council.
- h. The Board shall cause minutes of its proceedings to be kept by the Secretary and such minutes shall be confirmed, subject to any necessary amendment, at a subsequent meeting.
- i. The Board shall have powers to modify its procedures in such a manner as it may deem fit.

1.4.19. The Campus College Academic Board (Statute 20 of Egerton University Statutes, 2023)

- i. There shall be a Campus College Academic Board whose membership shall be:
 - a. The Principal – Chairperson;
 - b. The Deputy Principal;
 - c. The Deans of Faculties of the Campus College;
 - d. The Chairpersons of Departments of the Campus College;
 - e. The Professors of the Campus College;
 - f. One (1) elected representative from each Faculty, School or Institute of the University;
 - g. The College Librarian;
 - h. The Assistant Dean of Students;
 - i. The Campus College Registrar – Secretary;
 - j. Co-opted members, provided that such members shall not have the right to vote, and shall not constitute more than one-third of the membership of the Board.
- ii. The Campus College Academic Board shall have the following powers and duties:

- a. Satisfy itself regarding the content and academic standards of any course of study in respect of any degree, diploma, certificate or other award of the Campus College, and report its findings thereof to the Senate;
- b. Propose regulations for consideration by the Senate regarding the eligibility of persons for admission to a programme of study;
- c. Propose regulations for consideration by the Senate regarding the standards of proficiency to be gained in each examination for a degree, diploma, certificate or other awards of the Campus College. iii. The Campus College Academic Board shall adopt the following procedures:
 - a. The Board shall hold meetings at least once every quarter of a year at such time and place as the Chairperson of the Board may appoint.
 - b. The Chairperson of the Board may call a special meeting when need arises or shall call such a meeting within ten (10) days of receiving a request for that purpose signed by not less than thirty percent (30%) of the members of the Board.
 - c. In the absence of the Principal of the Campus College, the Deputy Principal shall preside over meetings of the Board, and in the event of the absence of the Principal and the Deputy Principal, the members present shall elect a temporary Chairperson from among themselves.
 - d. At any meeting of the Board, a quorum shall be the nearest whole number above half the membership.
 - e. Decisions of the Board shall be by consensus or by a simple majority vote of those present and voting, provided that the Chairperson of the Board shall have a casting vote in the event of a tie.
 - f. The Board may, subject to such limitations as it may deem fit, delegate any of its duties to the Chairperson of the Board or to its committees.
 - g. The Board may empower any of its committees to act jointly with any committee of the Campus College Management Board or the Senate or the Council.

- h. The Board shall cause minutes of its proceedings to be kept by the Secretary and such minutes shall be confirmed, subject to any necessary amendment, at a subsequent meeting.
- i. The Board shall have powers to modify its procedures in such a manner as it may deem fit.

CHAPTER TWO

OFFICIAL COMMUNICATION

2.1 Objectives

- i. Ensure timely, orderly and effective communication across Egerton University students, staff and stakeholders, including Alumni, partners, donors, county governments, and the national government.
- ii. Offer guidance and ethical standards in communication, information packaging and dissemination to the staff and students.

2.2 Protocols of Communication

The protocols explain who, what, how, where and when official information shall be communicated as below;

- i. The Vice-Chancellor is the official spokesperson of the University.
- ii. The Vice-Chancellor may authorize other senior officers of the University to communicate on his/her behalf.
- iii. Staff shall not communicate on behalf of the University without authorization.
- iv. The University shall provide accurate, objective and verifiable information to media outlets.
- v. Employees are prohibited from disseminating information that is personal and unrelated to University matters using their official email domains.
- vi. All forms of communication shall adhere to ethical standards, practices and professional competence.
- vii. Employees are personally responsible for reading and responding to official communication in a timely manner.
- viii. All official press conferences, briefings and media releases shall be organized by the Directorate of Marketing and Resource Mobilization in consultation with the Office of the Vice-Chancellor and the respective divisions and units as need may arise.

2.3 Communication Policy

- i. Egerton University is committed to open and timely communication, the establishment and maintenance of clear and appropriate channels of

communication across the whole range of its activities as per the Egerton University Communication Policy No EU/VC/POL/01 COM of 2022.

- ii. The Communication Policy has established sound principles of communication within Egerton University to ensure that members of staff, students, and other interested parties understand the importance of the communication modes, format, and channels.

2.4 Forms of Communication

- i. As per the Egerton University Communications Policy No EU/VC/POL/01COM of 2022, the following channels shall be used for communication:
 - a) **Face-to-face meetings:** include University Open Days, University events, staff meetings, student orientations, exhibitions, conferences, seminars, public lectures, and presentations.
 - b) **Written communication:** communication in hard copy such as minutes taken in meetings, formal letters, memoranda (memos), newsletters, magazines, academic publications, policies, reports, procedures, fact sheets and notices.
 - c) **Electronic communication:** incorporates email, the University website and related web pages, telephone calls, text messages, radio, television, audio and video conferencing, virtual meetings and events, podcasts, webinars, magnetic and digital media (Twitter, Facebook, zoom, Vivo and WhatsApp).
 - d) **Other media forms:** may include advertisements, flyers, posters, and promotional materials.
 - e) Any other mode of communication identified and in conformity with the Egerton University Communication Policy No EU/VC/POL/01COM of 2022 and Government Communication Policy.

2.5 Language of Communication

As per the Egerton University Communication Policy, official communication shall be in English, Kiswahili, Kenyan sign language and braille.

2.6 Procedures for Communication

i. Internal Communication

- a) Internal communication shall emanate from the relevant offices. Internal Communication shall include face-to-face, print and electronic media.
- b) Meetings shall be chaired by respective Chairpersons and minutes taken by the respective secretariats.
- c) When organizing events, staff shall inform the Vice Chancellor.
- d) Where hardcopy letters are used to communicate between campuses, the source unit shall send a text message or shall call the receiving office concerning the information contained in the letters to pre-empt the negative consequences of a possible delay in delivering the mail.
- e) Memos and emails shall be responded to or acknowledged in a timely manner.

iii. External Communication

- a) The Vice-Chancellor shall communicate for and on behalf of the University except where such authority is delegated.
- b) Telephone calls shall be answered within three (3) rings by the respective recipients, mails replied within seven (7) days or as specified by the mail.

CHAPTER THREE

TERMS OF SERVICE

3.1 Objective

To outline terms and conditions of employment for staff in all cadres.

3.2 Employee Terms of Service

- i. Terms of Service (ToS) are the rights and obligations of an employee and an employer in the employment contract. These include policies and procedures for use in the University as they are applied with respect to the overall area of service.
- ii. ToS are governed by The Constitution of Kenya, 2010, the Universities Act, 2012 and any amendments thereto, regulations or rules made under the existing legislation governing employer/employee relations, and the Egerton University Statutes, 2023.
- iii. Egerton University is committed to offering ToS that are competitive in order to attract, motivate, retain and develop a skilled and productive workforce that ensures quality service delivery. These ToS shall be applicable to all employees. They shall be updated from time to time, with the University reserving the right to review any of these policies and procedures whenever deemed necessary.

3.3 Authority

The Terms of Service derive Authority from:

- i. The Constitution of Kenya, 2010
- ii. The Employment Act, 2007 (Cap 226)
- iii. The Labour Relations Act, 2007
- iv. The Egerton University Statutes, 2023
- v. The Egerton University Code of Conduct and Ethics
- vi. Public Service (PSC) Human Resource Policies, 2016 [Is it not Public Service Commission? What does the C in the abbreviation stand for?]
- vii. Public Officers Code of Conduct and Ethics
- viii. Collective Bargaining Agreements (CBAs) (UASU, KUSU, KUDHEIHA)
- ix. Egerton University Retirement Benefits Scheme Trust Deed and Rules Grade I-IV.
- x. Egerton University Retirement Benefits Scheme Trust Deed and Rules – Grade V and above.

3.4 Interpretation

The interpretation of ToS shall be vested in the general provisions of the law.

3.5 Duties

- i. The duties of an employee shall be specified in his/her letter of appointment and as may be amended from time to time by the University Management. [Not clear what “University Management” means. There is no such body in the University. Do you mean UMB or the Council?]
- ii. The following shall apply to an employee while on duty/service within the University:
 - a. Observe the University’s rules and regulations and Code of Conduct and Ethics.
 - b. Perform duties diligently and faithfully.
 - c. Perform any other duties given from time to time.
 - d. Employ time, attention and abilities to the service of the University.
 - e. Use reasonable skills and care in carrying out his/her duty.
- iii. An employee shall not engage or be concerned in any other service or business or receive any reward, commission or profit by virtue of his/her office other than as provided for in the letter of appointment except with the written consent of the Council.
- iv. An employee shall not disclose any confidential matters of the University to anyone not authorized or entitled to receive them. After the end of the contract of service, one shall not divulge any confidential information which one may have come across by virtue of employment by the University.

3.6 Grading Structure

Egerton University Grading Structure is as follows:

- i. Grades

Appointments under these ToS shall be in one of the following Grades;

- a) Comprehensive ToS for employees in Grades I–IV as per the KUDHEIHA Recognition Agreement.
- b) Comprehensive ToS for employees in Grades V–XV as per the KUSU Recognition Agreement.

- c) Comprehensive ToS for employees in Grades XI–XV which include Academic staff as per UASU Recognition Agreement.
 - d) Staff in Grades XVI–XX as per the Salaries and Remuneration Commission (SRC) guidelines.
- ii. The Council reserves the right to create special posts under special conditions in the interest and for efficiency of the University.

3.7 Tenure of Appointment [It is not clear what “Tenure of Appointment” is. The terms “tenure has not been defined. Please clarify.]

- i. A letter specifying the terms of tenure of first appointment shall be issued to the prospective employee. The employee shall take up the offer upon signing and returning a copy to the Registrar (HCA). [What is “terms of tenure of first appointment”?]
- ii. An offer of appointment may be withdrawn if the candidate does not accept in writing and take up the appointment within three (3) months from the date of offer.
- iii. Officers in Senior Management positions shall serve under five (5) year contracts renewable based on performance and limited to a maximum of two terms. [Is it not better to refer to Grades rather than say “Senior Management”? There is no such official category in the University. Nor has such a term been defined.]
- iv. The University offers the following tenure of appointment:
 - a) Permanent and pensionable;
 - b) Contract;
 - c) Adjunct Lecturer/ Professor;
 - d) Emeritus Professor;
 - e) Casual.

3.7.1 Permanent and Pensionable Employment

This is whereby an employee is engaged on permanent and pensionable terms. [Is it not possible to elaborate? The way it is, the statement just repeats the sub-title.]

3.7.2 Contract Employment

- i. Where vacancies cannot be filled on permanent and pensionable terms for whatever reasons over time, candidates recruited to fill such vacancies shall be appointed on the basis of a contract for a specified period of time. This contract

shall be renewable. Two months before the expiry of the contract an employee serving on contract shall notify the University of the intention to extend the contract.

- ii. An employee serving on contract and whose services are still required shall be reminded in writing of the expiry of the contract at least two (2) months in advance.
- iii. Contract renewal shall be subject to demonstrated performance.
- iv. A contract of service for a foreign national shall not be attested unless the Labour Officer is satisfied with respect to the following: That the terms and conditions of employment contained in the contract comply with the provisions of this Manual and have been understood by the employee; That the employee is not bound to serve under any other contract of service during the period provided in the foreign contract.

3.7.3 Adjunct Lecturer/Professor on Contract

- i. Where vacancies cannot be filled on permanent and pensionable terms for whatever reasons over time, candidates recruited to fill such vacancies shall be appointed on contract terms for one (1) year renewable once. Two (2) months before the expiry of the contract an Adjunct Lecturer/Professor shall notify the University on the intention to extend the contract.
- ii. An Adjunct Lecturer/ Professor on contract and whose services are still required shall be reminded in writing of the expiry of the contract at least two (2) months in advance.
- iii. Contract renewal shall be subject to demonstrated performance.

3.7.4 Emeritus Professor

- i. This is an honorary position reserved for professors/academicians/researchers who remain active in scholarship following retirement.
- ii. The University may appoint retired Professors to the position of Emeritus Professor to offer academic advice in their respective Faculties.
- iii. For consideration to the position, the Department shall make a proposal to the Senate and thereafter to the Council.
- iv. Criteria for appointment to the position:

- a. Must have met the retirement age at Egerton University.
 - b. Must have served Egerton University for the last twenty (20) years with distinction, five (5) of which must be at the level of a Professor.
 - c. Must have taught and demonstrated excellence through scholarship as evidenced by cutting edge research and refereed publications. OR
 - d. Must shown evidence of having achieved international reputation and recognition as a scholar.
- v. Professors appointed to this status shall not be paid but shall be provided with an office and basic office needs.

3.7.5 Casual Employment

- i. The terms of engagement for a casual employee shall provide for payment at the end of each day and for occupation which shall last for not more than 24 hours at a time.
- ii. The user department shall make a formal request to the DVChancellor (AFP) for engagement of casual employees.
- iii. The Registrar (HCA), who is the Chair of the hiring committee, shall ascertain the need for casual engagement and the period of engagement.
- iv. In cases where the DVC (AFP) approves the hiring of casual employees, this shall be done based on the budgetary provisions.
- v. No casual employees shall be engaged before approval.
- vi. A casual employee shall be paid in accordance with the approved rates subject to the minimum wage guidelines issued by the Government from time to time.

3.8 Outside Work

Except in the case of part-time appointment explicitly so designated, an employee, appointed under this [What does “under this” mean?] shall regard their service to University as full-time employment and shall not undertake other work which might encroach upon the time devoted to the University duties without the prior permission of the Vice-Chancellor.

3.9 Incapacity

- i. When a member of staff is prevented by illness from carrying out his/her duties, the University Management [Again, there is no such body as “University Management”.] shall appoint a Medical Board to examine him/her. [This sounds loose, unclear, and incomprehensive to me. What is “incapacity”? How does it differ from “sickness”? Does everyone who gets sick have to appear in front of a Medical Board? It is also not clear what the Medical Board is supposed to determine.]
- ii. After the Medical Board’s report is received, the Vice-Chancellor shall make recommendation to the Council for appropriate action.
- iii. Where a Medical Board is required [So, in what cases is it required?], an employee shall be entitled to nominate his/her Doctor to be part of the Medical Board, with membership as indicated below:
 - a) One (1) Government Approved Doctor – Chairman;
 - b) One (1) Doctor nominated by the employee;
 - c) The Chief Medical Officer (CMO) of the University;
 - d) The University Legal Officer;
 - e) The Immediate Supervisor of the employee;
 - f) Two (2) other Doctors (one of whom should be a specialist in the area of the employee’s illness);
 - g) The Registrar (HCA).
- iv. A member of staff who gets sick may opt to retire on the recommendation of the CMO.

3.10 Redundancy

The University may terminate the services of any employee for reasons of redundancy.

The following procedure shall be followed;

- i. Circumstances under which redundancy may be declared may include the following: inability to sustain employees’ wages, the need for the services of an employee has ceased to exist, the unit to which an employee belongs has been dissolved/closed or its operations have moved to another location.

- ii. A tool shall be developed by the stakeholders to guide the process of selection of redundant employees.
- iii. The principle of “last in first out” shall apply subject to such factors as experience, skill, ability, performance and academic qualifications, which shall be taken into account in the implementation of this principle.
- iv. The redundant employees shall be entitled to at least one month’s notice or one month’s wages in lieu of notice as per Article 40.1(f) of the Employment Act, 2007.
- v. Upon redundancy an employee shall be given severance pay at the rate of one month’s current pay for each completed year of service.
- vi. The redundant employees shall be entitled to a certificate of service.
- vii. An employee whose services are terminated on account of redundancy shall be given the first priority of re-engagement should work become available and if the employee is available. This shall be treated as first appointment.

CHAPTER FOUR

RECRUITMENT, SELECTION, APPOINTMENT AND PROMOTION/UPGRADING

4.1 Objectives

- i. To fill the staffing gaps.
- ii. To enhance productivity of the institution.
- iii. To ensure continuity of operations.
- iv. To ensure equal employment opportunities.
- v. To ensure that the University attracts, recruits and retains competent individuals.
- vi. To ensure that the best possible field of candidates is attracted to apply for vacant positions.
- vii. To ensure that there is fairness in staffing decisions.

4.2 Recruitment

i. Criteria and Terms

- a. The University has approved Appointment and Promotion Criteria, including schemes of service, for all categories of staff, which inform employment and promotion in the institution. The University shall recruit employees on permanent and pensionable terms of service and defined contractual terms. The grading system ranges from Grades I–XX, with all the appointments guided by the University’s staff establishment.
- b. The University shall undertake staff recruitment on the basis of fair competition and as guided by policies, procedures and applicable legal provisions consistent with its commitment to representation of Kenya’s diverse communities and equal opportunities to all gender, youth, Persons with Disabilities (PWD), minorities, and subject to availability of funds.
- c. The University shall recruit individuals competitively through recruitment and selection processes.

ii. Declaration of Vacancies

- a. A Head of Department /Chairperson of Department (HOD/COD) shall declare all vacant posts, either as staff replacement or new appointments, based on departmental needs, to the Registrar (HCA) in accordance with the procedures set out in the University’s regulations. [Which are these regulations? It sounds vague. Can it be explicit?]

- b. The Registrar (HCA) shall confirm the vacant position(s) from the staff establishment and forward them to the University Management Board (UMB) for approval.

iii. Advertisement of Vacant Posts

- a. The HOD/COD shall prepare a draft advertisement and send to the Registrar (HCA).
- b. The University shall advertise all vacant posts in a manner that reaches the widest pool of potential applicants and allow for at least twenty one (21) days for the submission of applications.
- c. The advert shall have the following details: the title of the post, number of vacancies, job description, required qualifications and the proposed remuneration. A soft copy of the advert shall be delivered to the Directorate of Marketing and Resource Mobilization for posting to the University website or to the Public Service Commission (PSC) for posting to the PSC website and the National Council for Persons with Disabilities (NCPWD) Careers portal.
- d. In the case of non-responsive advertisement, the position shall be re-advertised. If after re-advertisement non-responsive persists, head hunting may be employed.
- e. Egerton University is an equal opportunity employer.

iv. Application for Employment

- a. For vacant posts at the level of Vice-Chancellor, Deputy Vice-Chancellors, Principals of Constituent

Colleges applications for employment shall be submitted online or manually addressed to the Chief Executive Officer, Public Service Commission.

- b. For vacant posts at the level of the Principals of Campus Colleges, Registrars, Director (Research and Extension), Dean of Students, Chief Finance Officer, Chief Internal Auditor, Chief Procurement Officer and University Librarian, applications for employment shall be submitted online or manually addressed to the Chairperson, Egerton University Council.

- c. Candidates for all other positions other than those specified under (a) and (b) shall apply online or manually addressed to the DVC (AFP).
- d. All internal applications for vacant positions shall be addressed to the DVC (AFP) through their HODs.
- e. All applications for appointment and/or promotion shall be processed through a Departmental and/or Faculty Short-listing Committee before forwarding to the DVC (AFP).

4.3 Selection

- i. The DVC (AFP) shall send all applications for academic positions to respective Faculties for short-listing within fourteen (14) days after closure of the advertisement.
- ii. Short-listing for academic positions shall be in accordance with the University Appointment and Promotion criteria.
- iii. All applications for non-academic positions shall be processed by the DVC (AFP).
- iv. There shall be a Short-listing Committee at the user department headed by the Registrar (HCA) for non-academic staff.
- v. The interview panels shall be constituted as stipulated in the University Statutes.
- vi. The shortlisted candidates shall be invited for an interview.
- vii. During the interview, the panel shall make recommendations on the successful candidates.
- viii. The Chairperson of the panel shall approve the recommendations and successful candidates shall be offered employment after background checks.
- ix. Where none of the candidates meets the requirements for the position, the position shall be re-advertised within three (3) months.

4.4 Appointment

All members of the academic, and the administrative, technical and support staff of the University shall, subject to the Charter, be appointed by the Council and shall be so

appointed either:

- i. On Terms and Conditions of Service prescribed by the Statutes; [The Statutes do not prescribe Terms and Conditions of Service. What is meant here? Terms and Conditions of Service is a separate document, attached as an appendix to the Statutes. Remember that at the beginning of this document it was said that this Manual constitutes Terms and Conditions of Service. Please sort this out.] OR
- ii. In the case of a person seconded to the service of the University from the service of another university or similar institution, the Government or any other public service, on terms and conditions agreed between the Council and the seconding body.

4.5 Categories of Appointment

Staff appointments at Egerton University fall into four (4) categories:

- i. Permanent and pensionable
- ii. Contract
- iii. Adjunct lecturer/ Professor
- iv. Emeritus Professor

[These are once given as Terms and Conditions of Service and now as Categories of Appointment. Is such duplication of information/ double meaning acceptable?]

4.6 Appointment on Permanent and Pensionable Terms

An employee engaged on permanent and pensionable terms shall contribute to the University pension scheme and the National Social Security Fund (NSSF).

- i. Appointment on Probation to Pensionable Establishment
- ii. An employee appointed to service in a pensionable post shall be confirmed in appointment and admitted into the permanent and pensionable establishment on successful completion of probationary period of six (6) months service and one (1) academic year for academic staff.
- iii. An employee appointed on probation to the pensionable establishment shall be regarded as being on assessment with a view to learning his/her work and being tested as to his/her suitability for it. It is the duty of the supervisor(s) to ensure that every employee on probation is given adequate opportunities to qualify for confirmation in appointment.
- iv. At least one (1) month before the expiry of the probationary period, the Registrar

(HCA) shall consider in the light of the report(s) on the officer's performance, conduct and capabilities whether or not the employee is suitable for confirmation.

- v. Where the performance of an employee is unsatisfactory, he/she shall be informed in writing and the probation period may be extended for a maximum period of three (3) months.
- vi. Should the employee's performance fail to improve on expiry of the extended probation period, his/her probationary appointment shall be terminated in accordance with the laid down administrative processes of the University.
- vii. Where a an employee has served on terms other than permanent and pensionable terms and is subsequently appointed on a pensionable post, the terms of service may be translated to pensionable from the date he/she was placed on a pensionable post. The employee shall, however, not be required to serve the probationary period in accordance with this regulation.
- viii. An employee on contract terms may be taken into account in full as probationary service, in the case of an employee who has been appointed on probation to pensionable establishment without a break in service. [This statement is not clear to me. Can it be improvd?]

4.7 Procedure for Confirmation in Appointment

- i. The powers of confirmation of all employees in their appointments are delegated to the Registrar (HCA) and shall be exercised on the advice of the Vice-Chancellor.
- ii. Where the performance of an employee is unsatisfactory, he/she shall be informed in writing and the probation period may be extended to a maximum period of three (3) months.
- iii. Should the staff's performance fail to improve on expiry of the extended probation period, his/her probationary appointment shall be terminated in accordance with the Law.

4.8 Appointment on Contract

- i. Where vacancies cannot be filled on permanent and pensionable terms for whatever reasons, candidates recruited to fill such vacancies shall be appointed on contract terms.

- ii. Appointment on contract terms shall be made under the following circumstances:
 - a) Where persons to be appointed may not qualify for pension as per the respective pension scheme.
 - b) Where staff are appointed to serve on fixed term projects.
 - c) Appointments at senior levels as determined by the University from time to time.
 - d) Where capacity at the University is lacking or specific skills are required.
 - e) Personal staff of specified university officers as determined by the University from time to time. Such staff shall serve during the tenure of the university officers.
- iii. Appointment of staff on contract and renewal of such contracts shall be made on the authority of the University. The Registrar (HCA) shall report to the UMB all cases of appointment on contract terms which require renewal at least three (3) months before expiry of such contracts.
- iv. Contract appointments are tenable for such period and on such terms as are specified in the letter of appointment.
- v. Based on the terms of the contract appointment an employee serving on renewable contract shall notify the University on the intention to extend the contract.

4.9 Appointment on Casual Employment

- i Casual employment refers to terms of engagement providing for payment at the end of each day and not exceeding 24 hours at a time.
- ii A casual employee shall be paid in accordance with the approved rates subject to the minimum wage guidelines issued by the Government from time to time.
- iii. In calculating wages and the continuous working days under subsection (1), a casual employee shall be deemed to be entitled to one paid rest day after a continuous six days working period and such rest day or any public holiday which falls during the period under consideration shall be counted as part of continuous working days.
- iv. A casual employee who is aggrieved by the treatment of his/her employer under the terms and conditions of his employment may file a complaint with the Labour Officer and section 35.1 (c) of the Employment Act, 2007 shall apply.

4.10 Letter of Appointment

- i. A staff appointed to a position at the University shall be issued with a letter of appointment specifying the terms and conditions of service.
- ii. A letter of appointment shall state particulars of employment which include the name and address of the employee, job title, date of commencement of appointment, terms and duration of employment, place of work, remuneration, terms and conditions of employment and terms of separation.
- iii. An offer of appointment may be withdrawn if the candidate does not accept in writing and take up the appointment within ninety (90) days of the offer.

4.11 Date of Appointment

The date of appointment shall be the date of assumption of duty.

4.12 Appointment Documents

A candidate on first appointment shall provide certified copies of the following documents:

- a) National Identity Card or Passport for foreigners;
- b) Birth Certificate;
- c) Adoption Certificate (where applicable);
- d) Marriage Certificate/Legal Documents (where applicable);
- e) KRA tax PIN Card;
- f) NSSF Card;
- g) NHIF Card;
- h) Academic and professional certificates.

In addition to the above certified documents, a candidate shall provide the following:

- i) Clearances from: Kenya Revenue Authority; Ethics and Anti-Corruption Commission; Higher Education Loans Board; any of the Registered Credit Reference Bureaus; and Directorate of Criminal Investigations (Certificate of Good Conduct);
- j) An initial wealth declaration in the prescribed PSC form;
- k) A certified copy of a Medical Report;
- l) Coloured Passport size photograph;
- m) Bank account details;

- n) Duly filled Passage and Baggage Claim Form;
- o) The Registrar (HCA) shall ensure that all new employees are duly vetted as per the PSC vetting policy as may be reviewed from time to time.

4.13 Next of Kin

An employee shall be required to complete a next-of-kin form on first appointment and to update his/her next-of-kin records and other family details in the University Human Resource Information System whenever necessary.

4.14 Non-Discrimination in Employment

- i. The University shall promote equality of opportunity in employment and shall not discriminate directly or indirectly against an employee on any grounds, including race, gender, pregnancy, marital status, health status, ethnic or social origin, colour, age, disability, religion, conscience, belief, culture, dress, language or birth. [What does “birth” mean? I do not think it is relevant.]
- ii. The University shall endeavour to have a gender balanced personnel by ensuring that not more than two-thirds ($\frac{2}{3}$) of positions in its establishment are filled by either gender.
- iii. The University shall endeavour to promote equalization for PWD, minorities and other marginalized groups.

4.15 Rights and Privileges of PWD

- i. PWD shall be accorded equal opportunities for employment provided they have the necessary qualifications and are suitable for such employment.
- ii. The University shall implement the principle that at least five (5) percent of all appointments shall be for PWD.
- iii. The University shall provide facilities and effect such modifications, whether physical, administrative or otherwise, in the workplace as may be reasonably required to accommodate PWD.

4.16 Appointment of Non-Citizens

- i. It is the policy of the Government of Kenya not to employ non-citizens where there are citizens with the appropriate qualifications. Recruitment of a non-citizen shall require the authority of the Council as may be stipulated in Government policy from time to time.

- ii. The Council shall grant such authority once it has established that there are no local candidates with the requisite qualifications to meet the staffing needs. Appointment of non-citizens shall only be on contract terms not exceeding three (3) years, renewable twice.
- iii. In applying for authority to recruit a non-citizen, the Registrar (HCA) shall confirm that there is no citizen with the required qualifications available for appointment and the candidate has complied with the provisions of the Immigration Act and regulations.
- iv. Recruitment of non-citizen(s) shall also be subject to the following:-
 - a) That the candidate is prepared to accept an appointment on contract terms;
 - b) That the Government of the country to which the candidate belongs raises no objection to his/her recruitment; and
 - c) The candidate complies with the requirements of the Immigration Act.
- v. Non-citizens shall not be eligible for appointment to administrative positions in the University.
- vi. Non-citizen employees are also subject to the applicable University policies and regulations.
- vii. It is the responsibility of the University to facilitate acquisition of work permits for non-citizen employees.
- viii. Non-citizens offered employment shall comply with the Labour Relations Act, 2007 and the Employment Act, 2007.
- ix. For purposes of internationalization, the University shall endeavour to employ non-Kenyans in line with the UNESCO and CUE provisions.

4.17 Promotion/Upgrading

- i. The Scheme of Service shall provide the minimum qualifications for promotion of various cadres in the University. However, promotion of employees shall depend on the following:
 - a. Availability of vacancy in the establishment where appropriate.
 - b. Attaining minimum academic and professional qualifications.
 - c. Duration of service in the current Grade.

- d. Satisfactory performance.
 - e. Availability of funds.
 - f. Performance in the suitability interview where applicable.
 - g. Good conduct and discipline.
- ii. Promotions in the University shall be based on qualifications and other requirements for appointment as stipulated in the Egerton University Career Progression Guidelines.
 - iii. In selecting candidates for promotion, regard shall be given to affording adequate and equal opportunities to all gender, youth, ethnic groups, PWD and minorities.
 - iv. Where an employee is to be promoted upon satisfying requirements which include the passing of relevant University's interviews, the employee shall be promoted with effect from the date he or she passed the examination or interview.
 - v. Promotion to posts within a common establishment shall cover the first two (2) salary notches within the Grades at entry level or as determined by the University from time to time.

CHAPTER FIVE

TRAINING AND DEVELOPMENT

5.1 Objectives

- i. To enable the University achieve its Strategic Goals and Objectives.
- ii. To enable employees acquire new knowledge, skills and abilities to enhance their performance.
- iii. To motivate staff and facilitate career progression and advancement.
- iv. To improve quality of University staff and ensure return on investment.
- v. To assist newly employed staff to adjust to the new working environment, culture and technology.

5.2 Management and Co-ordination of Training

- i The planning and co-ordination of training and capacity building at the University shall be under the Registrar (HCA).
- ii HODs shall discharge the function through the University Staff Training and Development Committee.
- iii Nomination and selection for individual and group training shall be based on prioritized training projections. The approved programmes shall address individual, University and national goals.
- iv The criterion for staff training is defined in the University Training and Development Policy and relevant CBAs.

5.3 Training Needs Assessment

- i. Training Needs Assessment is a performance audit that generates and provides information to identify gaps in knowledge and skills which inhibit the University from attaining its objectives.
- ii. Training shall be based on identified training needs, relevance and availability of funds.
- iii. Selection of trainees shall be based on identified needs and shall emphasize on training for performance improvement.

5.4 Recognized Core Areas of Training and Development

- i. The University recognizes that training and development of staff is fundamental to the improvement of its operational performance, motivation of staff and the

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achievement of its strategic goals and objectives. Therefore, the University shall make training and development an integral part of its operations and implement a continuous process of improvement.

- ii. The type of training and development shall include:
 - a. Short term training: up to six months;
 - b. Long term training: six (6) months but not more than six (6) years.
- iii. The type of training shall be academic, professional and technical offered by accredited institutions recognized by the Senate. Conferences, workshops and seminars shall not exceed a period of two weeks.

5.5 Training Programmes

- i. The University recognizes the need to train its human resource for continuous improvement.
- ii. The University may design specific in-house training programmes which address the identified training needs.
- iii. Training may also be provided both locally and abroad.
- iv. In designing in-house training and development programmes, the University shall ascertain the availability of:
 - a. Professionally qualified and experienced trainers;
 - b. Training programmes that are cost-effective;
 - c. An effective evaluation and feedback system to assess the impact of training on performance.
- v. The University shall encourage employees to become members of their respective professional bodies.

5.6 Induction and Refresher Training

- i. Induction training is expected to help an employee familiarize with the work environment and requirements. The University shall conduct induction training immediately but not later than one (1) month for newly recruited employees, including those on transfer, secondment, promotion and re-designation.
- ii. The Office of the Registrar (HCA) shall facilitate the induction process.
- iii. All new staff shall be required to sign the Code of Conduct and Ethics, which they must abide by when performing their duties.

- iv. Newly appointed members of UMB, the Senate and HODs shall be inducted on leadership and administrative processes of the University.
- v. All new employees shall be required to sign the Code of Conduct and Ethics.
- vi. The University may provide refresher courses for existing employees.

5.7 Eligibility and Approval for Training

- i. The University shall offer equal training opportunities to its staff regardless of gender, disability, race/ethnicity and/or religion as long as they meet the training selection requirements.
- ii. Staff on permanent and pensionable terms shall be eligible for study leave after having served for at least two (2) years.
- iii. Staff on contract may be considered for training within their contract period.
- iv. A staff member who has previously benefitted from long-term training shall be considered for another long-term training after completing three (3) calendar years since the last training.
- v. The Vice-Chancellor may approve training for Tutorial and Post-doctoral Fellows even when they have benefited from previous long-term training before completing three (3) calendar years since last training.
- vi. The Vice-Chancellor may approve extension of study leave where necessary to complete the programme.
- vii. All training and development requests shall be recommended by the University Staff Training and Development Committee.
- viii. The Vice-Chancellor shall approve all training and development requests.

5.8 Staff Training and Development Fund

- i. The University shall progressively commit funds for training and development.
- ii. The University training and development fund shall be utilized for the following:

Long-term Training, Symposium, Conference, Seminars, Workshops, Induction, On-job Training, Study Tour, Job Rotation, Sabbatical Leave, Scholarships (for undergraduate, graduate and post doctorate studies).
- iii. The University may provide tuition waiver to spouse and children (25 years and below) pursuing undergraduate programmes at Egerton University as provided for

in the training manual/policy, subject to availability of funds. A maximum of four (4) legally recognized children shall be considered for tuition waiver, one child at a time.

- iv. The University may provide tuition waiver to employees pursuing Undergraduate and Graduate programmes at Egerton University as provided for in the training manual/policy, subject to availability of funds.
- v. Employees who benefit from tuition waiver but fail to successfully complete their training shall be required to reimburse the cost of the waiver.
- vi. An employee whose spouse or children benefit from tuition waiver but fail to successfully complete their training, shall be required to reimburse the cost of the waiver.
- vii. An employee and his/her spouse and children who benefit from tuition waiver shall be required to submit progress reports as per the Training and Development Policy, failure to which the employee shall be required to reimburse the cost of the waiver.
- viii. When an employee or his/her spouse /child dies while on tuition waiver, the cost of tuition waiver shall be written off by the University.
- ix. When an employee dies, his/her spouse or child who at time of his/her demise was under tuition waiver, shall continue to benefit from tuition waiver for the period of his/her undergraduate study at Egerton University.
- x. If a spouse/child of a deceased employee fails to complete their studies while on tuition waiver, they shall not be surcharged.
- xi. Where funds are available to support training and development, it shall be disbursed as need arises.
- xii. All funds awarded to staff for training and development shall be accounted for.

5.9 Training Bond

- i. All staff members on long-term training shall be bonded for a period equal to the period of the training.
- ii. After successful completion of training, staff must return to the University. Those who fail to return shall pay the bond.

- iii. The bond amount shall be equivalent to the gross salary earned for the period of the training.
- iv. In case of default, the bondee or the surety shall be recovered on pro-rata basis.
- v. The University shall charge penalties and interest on the bond amount for a defaulting bondee.
- vi. In case an employee is unable to complete studies within the stipulated/bonded period, he/she is required to request for an extension citing justifiable reasons.
- vii. The Council may waive the bond for the extended period based on the reasons for extension.

5.10 Skills Inventory and Competence Framework

- i. The Registrar (HCA) shall maintain skills and competence inventory for all staff to guide the training, recruitment and succession management decisions.
- ii. It shall be the responsibility of the staff to provide any additional certified copies of certificates upon completion of training.

5.11 Workshops, Seminars and Conferences

- i. The University is committed to supporting staff to participate in conferences, workshops and seminars for professional development.
- ii. The Training and Development Committee shall consider and approve requests for training.
- iii. The approval shall be based on the relevance and subject to availability of funds.
- iv. Upon completion of the seminar/conference/workshop, staff shall submit a brief report and debrief members of the Department or profession on the proceedings of the training.
- v. All staff of the University who have completed six months of continuous service after employment shall be eligible to attend conferences/workshops/ seminars.
- vi. Members of staff who are externally fully funded for local and international conferences/ workshops/seminars shall not be eligible for financial support.
- vii. Preference shall be given to staff who will be presenting papers and/or chairing sessions.

5.12 Self-Funded Courses

- i. An employee who on his/her own initiative and at his/her own time undertakes and passes a course relevant for his/her career growth and which is administered by a recognized training institution shall not be eligible for refund.
- ii. Approval to study shall be sought from the DVC (AFP) on the recommendation of the Training and Development Committee as long as the training does not interfere with the employee's work schedule.
- iii. Upon successful completion of the course the staff may be considered for salary increment provided the course is relevant to the duties of the staff.
- iv. Staff on study leave for self-sponsored courses shall be on full salary.

5.13 Donor Funded Courses

- i. Staff proceeding on sponsored study leave of six months and above shall receive 80% of basic salary.
- ii. All donor funded scholarships to employees shall be channelled through the University.
- iii. The University may consider additional funding for employees who are beneficiaries of partial scholarships.

5.14 Allowances Payable to Sponsored Employees

- i. Employees fully sponsored by the University to undertake courses locally and abroad are entitled to Living Allowance/Stipend, Research Allowance, Dissertation/Thesis/ Project Allowance, Book Allowance and any other relevant incidental expenses.
- ii. The applicable rates are as stipulated in circulars issued by the Government or as may be provided for by the donor.

5.15 Fee Waiver

Tuition waiver shall be granted annually on the basis of satisfactory academic progress.

5.16 Industrial Attachment and Internship

- i. The Registrar (HCA) shall manage internal and external attachees and interns.
- ii. Attachment shall be undertaken for a maximum period of three (3) months.

- iii. Internship shall be undertaken for a maximum of one (1) year.
- iv. Attachment and Internship programmes shall be guided by the relevant provisions of the Constitution, the PSC, relevant professional bodies and other policy guidelines.
- v. All attachees and interns shall be required to secure a valid insurance cover for any injury that may occur during the period of engagement.
- vi. Attachment and internships shall be offered on request, subject to availability of opportunity in the respective Department.
- vii. Upon completion of the attachment and internship, the attachees and interns shall be required to prepare and submit a report.
- viii. The attachees and interns shall be issued with a certificate of completion.

5.17 Sourcing and Payment of Resource Persons

- i. When need for training arises, suitable resource persons shall be sourced from public institutions and be paid as per government guidelines and circulars from time to time.
- ii. In unique specialty areas where public institutions lack expertise, suitable resource persons shall be sourced as guided by the Public Procurement and Disposal Act, 2015.
- iii. Payment for resource persons shall be guided by the Government policies or as competitively negotiated.

CHAPTER SIX

PERFORMANCE MANAGEMENT

6.1 Objectives

- i. To promote employee efficiency and effectiveness by focusing on establishing an understanding by employees on the University Vision and Mission.
- ii. To align the employees' performance targets with the University's objectives.
- iii. To instil a culture of high performance through service improvement, learning and development.
- iv. To assist and support staff in the delivery of key tasks by creating a systematic process for setting, monitoring and appraising work objectives.

6.2 Performance Contracting

- i. The University sets its performance targets based on its Strategic Plan.
- ii. At the beginning of every financial year, the University signs a Performance Contract with the Government and cascades it to units within the University.
- iii. Performance Contracting shall constitute a range of management instruments that shall be used to define responsibilities and expectations between parties to achieve mutually agreed results.
- iv. The setting of specific performance targets shall be Specific, Measurable, Achievable, Realistic, Time-bound, Evaluated and Reviewed (SMARTER).
- v. The Performance Contracting shall apply to all units of the University.
- vi. The DVC (AFP) shall issue guidelines to Departments in implementation of the Performance Contract.

6.3 Staff Performance Appraisal System

6.3.1 Objectives

- i. To manage and improve performance in the University by enabling a higher level of staff participation and involvement in planning, delivery and evaluation of work performance.
- ii. To measure staff performance with the view to improve overall performance.
- iii. To link individual performance targets with the University Strategic Objectives.

- iv. To promote communication between the Appraisee and the Supervisor with continuous feedback on work progress.
- v. To set the basis on which an employee's performance is monitored and evaluated.
- vi. To promote accountability for individual staff performance.
- vii. To assess the learning and development needs of staff on a timely basis.
- viii. To provide information for decision making on administrative and Human Capital issues such as renewal of contracts, promotions, delegation of duties, training, deployment, rewards and sanctions.
- ix. To enhance staff motivation.
- x. To recognize outstanding researchers.

6.4 Appraisal Period

The appraisal period will cover one (1) year starting from 1stJuly of the current year to 30thJune of the following year. The Performance Appraisal reflects the summation of the year's performance, including quarterly and mid-year reviews.

6.5 Rewards and Sanctions

- i. The DVC (AFP) shall be responsible for the administration of the rewards and sanctions.
- ii. Exemplary performance shall be rewarded according to the University Recognition and Awards Policy.
- iii. Poor performance shall be sanctioned with the view to improve.

CHAPTER SEVEN

TRANSFER, DEPLOYMENT AND SECONDMENT

7.1 Objectives

- i. To provide employees opportunities to acquire different skills.
- ii. To enable employees to learn the operations of the University.
- iii. To prepare employees to take up new responsibilities.
- iv. To respond to changing organizational needs.
- v. To reduce work monotony for employees and increase motivation.
- vi. To act as a contingency plan for employee turnover.
- vii. To increase operational efficiency for the University.
- viii. To train employees for later advancement and promotion.

7.2 Transfer

The University may periodically transfer staff to improve operational efficiency.

- i. The DVC (AFP) shall authorize the transfer of employees except those that require the Vice-Chancellor or the Council approval.
- ii. The transfer shall be communicated by the Registrar (HCA) to the member of staff, with copies to the respective Dean/HOD/COD.
- iii. Transfers shall be done in a way that the services of the University are not disrupted.
- iv. An employee on transfer shall be required to report to the work station within the stipulated time.
- v. An employee on transfer shall be required to fill a Staff Movement Advice (SMA) form.

7.2.1 Handing over

- i. Employees transferred to a new work station shall submit a handing-over report counter-signed by the officer to whom the duties are being handed over and witnessed by another staff.
- ii. The handover report shall cover all pending assignments, equipment, passwords, assets and any information that belongs to the respective Department.

7.2.2 Reporting to New Station

- i. Upon reporting to the new station an employee shall fill the SMA form.

- ii. The file for the employee shall be moved to his/her new station.

7.2.3 Transfer of MIS Rights and Staff Files

- i. Upon transfer of an employee the initial rights in the University ICT Systems shall be withdrawn immediately by Information Communication and Technology Department on advice from the Registrar (HCA).
- ii. Once the employee has reported to the new station the HOD/COD shall communicate to the Registrar (HCA) requesting for specific rights in the University ICT Systems.
- iii. Employee's departmental file shall be transferred to the new workstation upon redeployment.

7.3 Redeployment

- i. The University may periodically review and reorganize its staff establishment.
- ii. This may necessitate the re-designation of titles and job descriptions.
- iii. Employees may be redeployed as approved by the UMB.
- iv. In selecting employees for redeployment, the criteria for appointment shall apply. If an employee is redeployed, the employee shall not in any way suffer reduction in remuneration.

7.4 Secondment

- i. A member of staff serving on permanent and pensionable terms of service may be seconded from Egerton University to another Government Institution for a period approved by the Vice-Chancellor.
- ii. To maintain a staff pensionable status, the employee shall make pension contribution at the prevailing rate.
- iii. University employees on secondment shall not be paid by the University.
- iv. Any staff seconded to the University shall enjoy benefits entitled to staff under the University terms of service.
- v. Upon expiry of the period of secondment the employee shall revert to salary and allowances of his/her substantive position.

CHAPTER EIGHT

SALARY ADMINISTRATION

8.1 Objectives

- i. To provide a competitive remuneration and benefits in order to attract and retain skilled employees.
- ii. To ensure that staff is remunerated monthly for work done over the agreed period of time or as specified in the contract of engagement.
- iii. To ensure relevant statutory deductions are effected before payment is made.

8.2 Payment of Salary

- i. On appointment, an employee shall be paid full salary from the date of assumption of duty.
- ii. All employees shall be paid salary on a monthly basis in Kenyan currency through their respective bank accounts.
- iii. Each employee shall receive a pay slip for each month's pay.

8.3 Salary Structure

- i. Salaries shall be paid using salary structures as defined in the specific CBA between the University and the staff union to which the staff belongs and guided by SRC.
- ii. Staff on post-retirement contracts who do not belong to any union shall have their salaries determined by the Council.
- iii. Staff on post-retirement contracts shall be paid a consolidated salary of a lecturer which may be reviewed periodically.
- iv. Adjunct lecturer/ professor shall be paid a consolidated salary of a lecturer which may be reviewed periodically.
- v. Emeritus Professors shall be compensated a percentage of funds attracted to the University as determined by the Council.

8.4 Salary Entry Points

- i. On first appointment, a staff shall be assigned salary at the beginning of the Grade to which they are appointed or two salary increments based on their earnings within the job group band.

- ii. Those joining the University from other public institutions shall be assigned salary within the grading structure of that position.

8.5 Deductions from Salary

- i. All salary shall be subject to statutory deductions.
- ii. Statutory deductions include Pension, NSSF, NHIF, HELB, PAYE or any other deduction as prescribed by the Law.
- iii. Statutory deductions shall take precedence over all other deductions.
- iv. Staff in Grade V and above appointed on permanent and pensionable terms shall automatically be members of the Egerton University Retirement Benefits Scheme and shall contribute in accordance with the respective Recognition Agreements.
- v. Staff in Grade I–IV appointed on permanent and pensionable terms of service shall automatically be members of the Egerton University Grade I–IV Staff Retirement Benefits Scheme and shall contribute in accordance with the respective Recognition Agreements.
- vi. Staff shall be deducted union dues by the university in accordance with respective Recognition Agreements.
- vii. No salary deductions shall be committed beyond two thirds (2/3) of an employee’s basic salary.
- viii. Any debt owed to the University (imprest, Egerton University fees, any deduction resulting from overpayments, among others), shall be recovered from a staff’s pay and shall take priority over any other deduction/s other than statutory deductions on the salary so long as the 1/3 basic salary rule is observed.
- ix. All un-surrendered imprest shall attract interest at CBK approved rates as provided for in the Public Finance Management Act, 2012.

8.6 Salary Progressions

The University’s salary progressions shall be as guided by SRC and in the respective Recognition Agreements from time to time.

8.7 Annual Incremental Dates

- i. The annual incremental dates are 1st January for all employees appointed between 1st January and 30th June, and 1st July for all employees appointed between 1st July and 31st December of a particular year.
- ii. All staff shall retain their annual incremental date even after promotions.

8.8 Determination of Salary on Promotion/Upgrading

- i. All staff shall be entitled to two increments upon promotion.
- ii. Upon acquisition of higher academic qualifications relevant to the current job from a recognized institution (Diplomas, Higher National Diplomas and Degrees), a staff member shall be entitled to two salary increments over his/her current salary provided he/she has not reached the maximum of his/her salary progression.
- iii. The increment shall be affected from the date the employee submits his/her certificates to the Registrar (HCA).

8.9. Advance of Salary

- i. An advance of not more than one month's salary may be granted by the Vice-Chancellor to an employee on permanent and pensionable or contract terms when the employee, owing to circumstances beyond his/her control, is placed in a difficult financial position.
- ii. In applying for an advance, the employee shall explain in detail the circumstances leading to the situation which he could not have foreseen and therefore planned for.
- iii. Employees posted to designated hardship areas on new appointment or transfer may be granted salary advance by the Vice-Chancellor.
- iv. The recovery period for salary advance shall be limited to a period of not more than three (3) months.
- v. Academic staff who privately would wish to procure personal computers may request interest free salary advance.

CHAPTER NINE

PENSION, GRATUITY AND INSURANCE

9.1 Objectives

- i To accord employees and their dependents a decent life in retirement after cessation of regular income.
- ii To cover an employees' dependents financially in the event of death in service of the employee.
- iii To provide social security to employees at the end of a contract.

9.2 Pension

- i. The University recognizes and sponsors employee retirement benefits schemes managed and administered in accordance with the Retirement Benefits Authority Act.
- ii. Details of the scheme are contained in the Trust Deed and Rules, issued to members of staff at the time of their first appointment.
- iii. The Egerton University Retirement Benefits Scheme exists for those members of staff in Grade V and above on permanent and pensionable terms.
- iv. Egerton University Grade I–IV Staff Retirement Benefits Scheme exists for those members of staff in Grade I–IV on permanent and pensionable terms.
- v. Under the additional voluntary contribution option, an employee serving on contract may join one of the two Egerton University Retirement Benefits Schemes. Such an employee shall have his/her gratuity remitted to the Pension Scheme to cover employer portion.
- vi. The schemes shall provide for a continuing income on retirement to the member and for the family of a member, should death of the member occur before retirement.
- vii. The Board of Trustees shall be run independently of the University as a Trust in accordance with the RBA Act.
- viii. Upon transfer of service, an employee shall be allowed to transfer their retirement benefits to the destination scheme, without any loss of privileges.
- ix. A member may start paying Additional Voluntary Contributions (AVCs) on joining the Scheme or at any other time while still in service.

- x. For normal retirements, a notice of retirement shall be given to one due for retirement a year before the actual date and a copy of the same shall be sent to the Pensions Office.
- xi. For early retiree/resignation, the Registrar (HCA) shall notify the Pensions Office by copy of the acknowledgement letter.
- xii. If a member dies after he/she has left service with an entitlement to a deferred benefit but before he/she has attained normal retirement age, the scheme shall pay to the beneficiary(ies) a lump sum amount equal to the member's benefit retained in the scheme on leaving service with interest to the date of payment.
- xiii. If a member leaves employer's service before attaining retirement age, the following shall obtain:
 - a) The Scheme shall return a member's portion plus a half (50%) of the employer's portion. The remaining half (50%) of the employer's portion may either be preserved in the Scheme or be transferred to the new employer's Pension Scheme, a Preservation Scheme, or an Individual/Personal Pension Plan; A deferred pension payable from when you reach normal retirement age [It is not clear what the highlighted tail end means. Please clarify.].
 - b) A member may retain the entire Scheme credit within the Scheme where it shall continue to be invested and earn a return.

9.3 Service Gratuity

An employee in Grade IV and below who leaves the University employment shall be entitled to a service gratuity as follows:

- i. On completion of five years but less than ten years continuous service, a sum equivalent to three weeks' pay at current rates for every completed year of service.
- ii. On completion of ten years and above of continuous service, a sum equivalent to one month salary at current rates for every completed year of service.
- iii. In the event of an employee with two or more years of service dying whilst in the service of the University, a death gratuity equivalent to one (1) year's salary at the current rate of pay shall be paid to the next of kin.

- iv. For an employee with less than two years of service, six months' salary at the current pay shall be paid.
- v. An employee who would have been entitled to a service gratuity had he/she not died shall have his/her service gratuity calculated as at the date of death and paid to his/her next of kin in addition to death gratuity.
- vi. The current service gratuity arrangements shall continue for staff in this category [Which category?] who was not a member of the new Pension Scheme [Which is this "new" Pension Scheme?] since 1st July 2012.

9.4 Gratuity upon Expiry of a Contract

Where an employee is appointed on contract for a stipulated period and does not join any of the University Retirement Schemes, he/she shall be eligible for payment of a gratuity at the rate of thirty one per cent (31%) of basic pay or as may be determined by the Government from time to time.

9.5 Group Life Policy

- i. All staff shall be covered by a Group Life/Group Accident Policy provided by the University.
- ii. The policy shall provide substantial life assurance protection for the family of a member, should death of the member occur before retirement.

9.6 National Social Security Fund (NSSF)

- i. An employee who is a member of the NSSF shall be eligible for terminal benefits under the NSSF Act No. 45 of 2013.
- ii. Upon resignation or dismissal, an employee shall be eligible for registration under the NSSF Act and the Government shall pay the equivalent employer's contribution as if the officer was on temporary terms of service.
- iii. An employee shall pursue his/her dues with NSSF.

CHAPTER TEN

ADMINISTRATION OF ALLOWANCES

10.1 Objectives

- i. To ensure compliance with SRC guidelines and respective Regulation Agreements in the administration of allowances.
- ii. To reimburse employees for expenses incurred in the execution of duty.
- iii. To compensate employees for work done over and above normal duty.

10.2 Administration and Structure of Allowances

- i. Employees shall be paid allowances as provided for by SRC guidelines and circulars, terms and conditions of service and respective CBAs from time to time.
- ii. All employees shall be paid respective allowances in Kenya shillings.
- iii. The University allowance structure shall be based on the grading levels as provided for by SRC guidelines and respective CBAs from time to time.
- iv. Upon promotion, staff shall be awarded allowances applicable to the new Grade as provided for by SRC guidelines and respective CBAs from time to time.

10.3 Deductions from Allowances

- i. All monthly allowances shall be subjected to tax as provided for by the Law.
- ii. All allowances shall be treated as provided for in the Law and the University rules and regulations (refer to Chapter 8 sub-section 8.5).

10.4. Types of Allowances

10.4.1 House Allowance

- i. Employees on permanent and pensionable and contract terms shall be eligible for house allowance applicable to their Grades as provided for by SRC guidelines and respective Recognition Agreements from time to time.
- ii. Employees on study leave outside the country shall be entitled to house allowance where they demonstrate that they have officially recognized dependents they have left behind.
- iii. Employees on study leave within the country shall be entitled to house allowance where they demonstrate that they have officially recognized dependents who require housing or the employee operates within forty (40) kilometres radius from the University.

10.4.2 Commuter Allowance

- i. All employees shall be eligible for commuter allowance applicable to their Grades as stipulated in the respective Recognition Agreements.
- ii. Staff on study leave, locum and fixed contracts shall not be eligible.

10.4.3 Responsibility/Remunerative Allowance

- i. This shall be paid to employees appointed by the Vice-Chancellor to carry out additional responsibilities.
- ii. The allowance shall be paid as per the respective Recognition Agreements and the contracts for the respective members of the UMB.
- iii. The allowances payable to members of Senate shall be determined by the Council.

10.4.4 Entertainment Allowance

On-accountable monthly entertainment allowance shall be paid to Members of UMB as may be determined by the Council from time to time to enable them meet such expenses as providing hospitality and entertainment to officials guests to the University.

10.4.5 Acting Allowance

- i. A member of staff who is appointed to act on a higher Grade for which he/she qualifies [This is not clear. Is it a question of Grade or post/position?] shall be paid acting allowance according to University rates for a maximum of six (6) months.
- ii. When an employee is eligible for appointment to a higher post and is called upon to act in that post pending advertisement, s/he shall be eligible for payment of acting allowance at the rate of twenty percent (20%) of his/her substantive basic salary.
- iii. The payment of acting allowance shall be subject to recommendation by the UMB.
- iv. Acting appointments shall not be approved to take effect from a date earlier than one (1) month prior to the date on which the recommendation is submitted to the Council or the PSC as the case may be.

- v. When a post falls temporarily vacant due to the absence of the substantive holder, an acting appointment shall not be made unless the period of such absence exceeds thirty (30) days.
- vi. A recommendation for an acting appointment for a period of thirty (30) days or less shall be considered by the UMB for those cases where the Law or regulations require that, in the absence of the substantive holder of a public office, the function of that public office may be exercised only if another employee is appointed in an acting capacity.
- vii. An employee who is appointed to act in a higher post shall be eligible for the duration of his/her acting appointment for the travelling privileges, accommodation allowance, subsistence allowance or an extraneous allowance and entertainment allowance applicable to that higher post. However, the employee shall not qualify for house allowance or other remunerative allowances applicable to the higher post.
- viii. An employee in a position of responsibility proceeding on leave for a period of thirty (30) or more days shall not be eligible for the responsibility allowance.

10.4.6 Special Responsibility/Duty Allowance

- i. When an employee is called upon to perform duties of a higher post but does not possess the necessary qualifications for appointment to that post, he/she shall be paid special duty allowance at the rate of fifteen per cent (15%) of the employee's basic salary.
- ii. The payment of special duty allowance shall be subject to approval by the UMB.
- iii. When a post falls temporarily vacant due to the absence of the substantive holder, special duty allowance shall not be paid to an employee performing duties of such a post unless the period of absence exceeds thirty (30) days.
- iv. Special duty allowance shall not be payable to an employee for more than six (6) months.
- v. An employee performing duties of a higher post under this provision shall be eligible for travelling privileges, accommodation allowance, subsistence allowance or an extraneous allowance and entertainment allowance applicable to the higher post. However, the employee shall not qualify for house allowance or other remunerative allowances applicable to the higher post.

10.4.7 Book, Journal and ICT Allowance

- i. The amount payable shall be as stipulated in the UASU CBA from time to time.
- ii. Book and ICT allowance shall be given per annum.
- iii. Journal allowance may be reimbursed to a researcher upon publishing in a peer reviewed journal.

10.4.8 Clinical Allowances

This allowance shall be paid to relevant categories of staff at the rates set out in Government circulars from time to time.

10.4.9 Risk and Extraneous Allowances

- i. Risk allowance shall be paid to relevant categories of staff, depending on areas of operation, at rates set out in Government circulars from time to time.
- ii. Extraneous allowance shall be paid to employees who are called upon to undertake extra responsibilities in addition to their normal duties and therefore work over and above the official working hours on a continuous basis.
- iii. The rates and eligibility for payment shall be determined by the Council from time to time as guided by the Government circular.

10.4.10 Travelling Allowance/Mileage Allowance

- i. A member of staff travelling by air shall be required to use economy class.
- ii. In the absence of an official vehicle, a member of staff may with prior authority of the Vice-Chancellor to use his/her personal vehicle for official duty.
- iii. Where such authority is granted the employee shall claim reimbursement based on the prevailing Automobile Association (AA) of Kenya rates as per the vehicle capacity (limited to 2,000 cc).
- iv. Where an employee uses a vehicle with engine capacity of more than 2,000 cc the claim shall be limited to the AA rates for up to 2,000 cc.
- v. A member of staff travelling on official duty with no provision of official vehicle shall be reimbursed his/her travel costs.

10.4.11 Passage and Baggage Allowance

- i. On first appointment, transfer, termination of appointment and retirement, an employee shall be eligible for a passage and baggage allowance at rates provided in the respective CBAs from time to time.
- ii. The employee shall claim for passage and baggage allowance within three (3) months of appointment, retirement, transfer or termination of appointment.
- iii. The Staff Passage and Baggage Claim form (Annex V) shall be issued to the employee by the Registrar (HCA).

10.4.12 Daily Subsistence Allowance

i. Local Travel

- a. When an employee is travelling on duty away from his/her duty station, s/he shall be paid Daily Subsistence Allowance (DSA) at the rates determined by the University and respective Recognition Agreements from time to time.
- b. DSA shall be paid for a maximum continuous period of thirty (30) days.
- c. An employee who is required to be away from his/her duty station for more than thirty (30) days shall be paid DSA for the subsequent additional days at half ($\frac{1}{2}$) rate up to a maximum period of five (5) months.
- d. Beyond the six (6) months, if the employee continues to work in the same station, this shall be treated as a posting and DSA shall cease to be applicable.
- e. On transfer from one station to another, an employee may claim DSA for self and spouse and up to a maximum of four (4) unmarried children under twenty-five (25) years of age, who are living with and are in full time schooling and dependent on him/her should they be compelled to spend one or more nights on the journey.
- f. The rate of allowance for the spouse and children aged eighteen (18) years and above shall be the same as that of the employee.
- g. The rate for the children below eighteen (18) years shall be at half that payable to the employee.

ii. Meals Allowance

- a. Meal allowance shall be paid to employees travelling on duty within the country but who are not required to spend a night away from the permanent duty station. Meal allowance shall not be paid alongside DSA.
- b. Meal allowance shall be paid at the rate of 15% for breakfast, 20% for lunch and 20% for dinner of the DSA applicable.
- c. Meal allowance shall not be paid as a compensation for employees who are required to work beyond the official working hours.

iii. Transfer Allowance/Special Accommodation Allowance

- a. Employees on first appointment shall be entitled to special accommodation allowance for fourteen (14) days of DSA applicable to the employee.
- b. An employee on transfer shall be eligible for payment of transfer allowance amounting to fourteen (14) days DSA provided the new station is not less than 40 kilometres from the former station.
- c. No house allowance shall be paid for the period one is paid the transfer allowance.
- d. Transfer allowance shall be paid at least three (3) days prior to departure.
- e. Transfer allowance shall not be paid to:
 1. Employees who are deployed on temporary basis for a period not exceeding five (5) months;
 2. Employees who are transferred at their own request.

iv. Foreign Travel

- a. An employee who is required to travel on official duty outside Kenya shall be granted DSA at rates determined by the Government from time to time.
- b. The rates of DSA are designed to meet the cost of accommodation at good, but not luxury class hotels, meals, including service charges, local travelling (such as taxi, bus or train fare), incidental expenses, including any taxes and an element in respect of essential entertainment.
- c. Travelling expenses incurred from the airport to a hotel or other residential place and vice versa, airport charges, fees for vaccination, visas and passport charges shall be refunded.

- d. Where an employee's travelling and accommodation expenses are covered in full by the Government or any other Organization, a residual allowance of up to one-quarter ($\frac{1}{4}$) of the standard rate of DSA shall be paid to him/her to cover incidental expenses.
- e. In cases where the sponsor does not meet the expenses directly but pays an allowance and such allowance is less than the standard rate of DSA, the employee may claim the difference from the University before travel.

10.4.13 Leave Travelling Allowance

- i. All employees shall be eligible for leave travelling allowance payable once a year.
- ii. The rate of the allowance shall be in accordance with the respective Recognition Agreements and as determined by the Council from time to time.
- iii. An employee stationed in any designated hardship area and who proceeds on leave twice a year and takes not less than half ($\frac{1}{2}$) of his entitlement shall be eligible for full payment of leave travelling allowance twice per year. If such an employee does not apply for leave s/he shall only draw leave travelling allowance once a year.

10.4.14 Hardship Allowance

The allowance shall be paid to staff deployed in designated hardship areas as gazetted by the Government at rates determined by the Government from time to time.

10.4.15 Optical Allowance

- i. The University shall reimburse a staff member for eye treatment for self or dependent, up to a maximum rate as specified in respective CBAs and as determined by the Council from time to time.
- ii. The staff member shall require a referral through the office of the CMO to a registered and licensed Ophthalmologist to be able to raise a claim for reimbursement. Self-referrals shall not be honoured.
- iii. A staff on normal referral for eye treatment shall get an imprest upfront to cater for medical expenses.
- iv. In cases of emergency, an employee may seek medical attention from the nearest medical facility and shall inform the CMO accordingly. The employee shall be

reimbursed such expenses as stipulated in the respective Recognition Agreements or as determined by the Council from time to time.

10.4.16 Dental Allowance

- i. The University shall reimburse a staff member for dental treatment for self or dependent, up to a maximum rate as specified in respective CBA.
- ii. The staff member shall require a referral through the office of CMO to a registered and licensed Dentist to be able to raise a claim for reimbursement. Self referrals shall not be honoured.
- iii. A staff on normal referral for dental treatment shall get an imprest upfront to cater for medical expenses.
- iv. In cases of emergency, an employee may seek medical attention from the nearest medical facility and shall inform the CMO accordingly. The employee shall be reimbursed such expenses as stipulated in the respective Recognition Agreements or as determined by the Council from time to time.

10.4.17 Overtime Allowance

The compensation (payment or time off) for overtime shall be as defined in the respective CBAs.

- i. Overtime work shall not be resorted to except where it is absolutely necessary.
- ii. Where overtime work cannot be avoided, a supervisor of the employee shall authorize the performance of such work in advance and approve time off accordingly in lieu of the overtime.
- iii. Records shall be kept of work performed during an overtime period and the actual time at which a staff commences and ceases overtime.

10.4.18 Airtime Allowance

- i. The allowance shall be paid to a Head of Department in view of the responsibilities attached to the office he/she holds.
- ii. Telephone allowance shall be paid as per the rates approved by the Council from time to time.

10.4.19 Utilities Allowances

Home water and electricity allowances are paid to senior management [Who is “senior management? Why not be specific?"] staff as per the rates approved by the Council from time to time.

10.4.20 Uniform Allowance

Uniform allowance shall be paid to relevant categories of staff, depending on areas of operation, at rates set out in Government circulars and CBAs from time to time.

10.4.21 Field Allowance

Field employees such as surveyors, road foremen, prospectors and employees in charge of land development units, whose duties entail continuous field work and who live in movable accommodation (i.e. portable huts, tents or caravans), may be granted a regular field allowance at the rate of 25% of the DSA as determined by the Council from time to time.

CHAPTER ELEVEN

STAFF LEAVES

11.1 Objectives

- i. To accord employees opportunity to refresh and re-energize for better service delivery.
- ii. To enable employees time to recover from illness and recuperate after childbirth.
- iii. To give employees time away from work to gain valuable knowledge and skills in their respective fields of knowledge.
- iv. To facilitate professional growth of employees.
- v. To allow employees time away from work to take care of pressing personal matters.

11.2 Types of Staff Leave

11.2.1 Annual Leave

- i. Annual leave shall be earned in a calendar year (1st January to 31st December) or such portion thereof as a member of staff shall have been in the service of the University.
- ii. Annual leave shall not be accumulated and any leave not taken in any year shall be automatically forfeited.
- iii. Annual leave shall be authorized by the Registrar (HCA) on the recommendation of the Head of Department or supervisor.
- iv. On new appointment, a member of staff shall serve for six (6) months before proceeding on annual leave.
- v. Annual leave which excludes weekends and public holidays shall be granted as follows:
 - a. Management Staff – 30 working days.
 - b. Unionisable staff – 36 days or as per respective Recognition Agreements.
- vi. An employee who has been on long-term training shall be eligible for his/her annual leave only for the year he/she resumes duty in addition to any leave days carried forward before proceeding on training.
- vii. Employees who intermittently take days off to attend to personal issues shall have the days treated as part of the annual leave days.

- viii. A member of staff shall be entitled to 36 days for annual leave, 14 calendar days for compassionate and paternity leaves and 90 calendar days for maternity leave.
- ix. Annual leave may not necessary be taken at once. A member of staff may wish to take the same in several intervals within the calendar year.
- x. Employees shall apply to utilize leave days using the following procedure:
 - a. An applicant shall initiate application by accessing the system through the link: <http://172.16.0.4/workflow>.
 - b. After logging in, the leave application form shall be filled online and saved.
 - c. The leave application shall be sent to the user's leave application inbox.
 - d. The user shall then approve the leave for it to be forwarded to the Head of Unit.
 - e. The Section Head [Is Head of Unit the same as Section Head? Please harmonise.] shall approve the leave within four (4) days and forward to HOD/COD for further approval and forwarding to Human Resource for processing.
 - f. If the application is disapproved by the Section Head [Harmonise use of term.] or HOD/COD the process is reversed
 - g. The Registrar (HCA) shall confirm the application and approve within three (3) days\from the date it was forwarded.
 - h. The leave shall then be processed, printed and placed in personal file within one (1) day.
 - i. Leave days not utilized by 31st December of each year shall be deemed forfeited.

11.2.2 Sick Leave

- i. A member of staff who is prevented by illness from carrying out his/her duties shall furnish a medical certificate to the CMO within two (2) consecutive days for certification.
- ii. Sick leave shall be granted in accordance with the procedures provided in respective CBAs as follows, subject to the recommendation of the CMO:
 - a) Sick leave with full pay for the first 6 (six) months.
 - b) Sick leave with half pay for the next 6 (six) months.

- c) If the sickness continues beyond one (1) year, the case shall be forwarded to the CMO to convene a Medical Board.

11.2.3 Sabbatical Leave

- i. Sabbatical leave shall be granted to academic, library and research staff on permanent and pensionable terms that are at the level of Senior Lecturer (Grade XIII) and above only after completion of five years continuous service with the University from the date of initial appointment or since the date of return from sabbatical leave or study leave or unpaid leave.
- ii. Sabbatical leave shall be granted to academic staff with full pay.
- iii. Sabbatical leave shall be approved by the Vice-Chancellor.
- iv. Sabbatical leave shall be granted at the rate of 2 months for every completed year of service since appointment or return from sabbatical leave or study leave of six (6) months and above.
- v. Sabbatical leave shall not exceed twelve (12) months in all.
- vi. Application procedure:
 - a. Applications shall be addressed to the Vice-Chancellor, through the COD through the Dean of respective Faculty.
 - b. The application shall detail the activities of the proposed sabbatical leave, duration and financial assistance required.
- vii. Evidence of the accomplished activities shall be issued in writing at the end of the leave, to the Vice-Chancellor, through the COD through the Dean of the respective Faculty.
- viii. Staff on sabbatical leave who do not report back at the end of the leave nor submit evidence of accomplished activities shall face disciplinary action.

11.2.4 Study Leave

- i. Employees shall be eligible for study leave after two (2) years of continuous service.
- ii. Employees shall be eligible for study leave where such study is relevant to the University and in the interests of staff development.

- iii. The Vice-Chancellor shall have discretion to accept or reject the study leave.
- iv. Study leave shall be granted initially for one year and subsequent renewals shall be pegged on satisfactory academic progress reports.
- v. Staff members who proceed on study leave for six (6) months or more shall be bonded to work for the University for a period equal to the period of study leave.
- vi. A member of staff granted study leave shall be required to resume duty on completion of studies with evidence of completion and shall be awarded two salary increments before being reviewed.
- vii. A member of staff on study leave who fails to complete his/her studies due to academic reasons, indiscipline or any other reasons shall have his/her services terminated subject to the University disciplinary process.

11.2.5 Maternity Leave

- i. Female members of staff shall be entitled to ninety (90) calendar days of maternity leave with full pay.
- ii. Female staff on maternity leave shall be entitled to their annual leave as well, within the year in which they take maternity leave.

11.2.6 Paternity Leave

- i. Paternity leave of fourteen (14) calendar days shall be granted to male members of staff whose official spouse [What does “official spouse” mean? Is there an “unofficial spouse”?] is on maternity leave.
- ii. Such leave shall be granted to male members of staff upon proof that the spouse is on maternity leave.

11.2.7 Unpaid Leave/Leave of Absence

- i. Upon request an employee shall be granted unpaid leave or leave of absence as specified by CBA or as provided for in Government circulars from time to time.
- ii. Leave of absence may be granted without pay to a staff member either on secondment to another public institution, serving on state appointment or for personal reasons.
- iii. An employee may be granted leave of absence for urgent private affairs of exceptional nature for a duration not exceeding sixty (60) calendar days.

- iv. An employee who is appointed to an international organization where he/she cannot transfer his/her service or be on secondment may be granted leave of absence for a period not exceeding three (3) years.
- v. Unpaid leave/leave of absence shall not be increment-earning and shall not be pension-earning under the Pensions Act Cap.189.
- vi. During the period of unpaid leave/leave of absence, the University shall not make contributions of its portion towards an employee's pension. The employee shall however be free to contribute to his/her portion towards the applicable pension scheme.

11.2.8 Compassionate Leave

- i. Compassionate leave is leave given to a member of staff in cases of illness or death of parent, spouse, child or full siblings.
- ii. Compassionate leave shall be granted with pay, up to a maximum of fourteen (14) days per year and shall not count against annual leave.
- iii. The employee's supervisor grants compassionate leave at an employee's urgent request.

11.2.9 Child Adoption Leave

- i. An employee shall provide a fourteen (14) day written notice to the University informing of the intention of the Adoption Society to place a child in his/her custody prior to the actual adoption as per The Children's Act, 2022.
- ii. Child adoption leave shall be granted thirty (30) calendar days with full pay and shall not count against annual leave.
- iii. A member of staff who has been granted adoption rights under the Children's Act and wishes to take leave for purposes of bonding and integrating the child into the family, shall be entitled to child adoption leave in accordance with the Employment Act, subject to production of an adoption order.
- iv. Where the adoption is by both the employee and spouse, and the spouse is also an employee in the service, child adoption leave shall apply to both female and male employees.

11.2.10 Terminal Leave

- i. An employee who is due for retirement shall be entitled in addition to his annual leave, thirty (30) calendar days leave pending retirement.
- ii. This leave shall be taken a month preceding retirement or be forfeited.
- iii. The leave shall neither be commuted for cash nor shall the employee qualify for additional leave allowance.

11.2.11 Compulsory Leave

- i. An employee may be sent on compulsory leave for thirty (30) days renewable once to pave way for investigations into possible employment offenses which may ultimately lead to commencement of disciplinary proceedings.
- ii. An employee on compulsory leave shall be entitled to full pay during the period s/he is on such leave.
- iii. An employee whose compulsory leave has been lifted shall promptly be served with a decision letter within seven (7) calendar days.

CHAPTER TWELVE

MEDICAL BENEFITS

12.1 Objectives

- i. To cater for employees' and recognized dependents' health while the employee is in service.
- ii. To reduce on absenteeism due to illness.
- iii. To increase employee morale and sustain productivity.
- iv. To reduce on employee turnover and increase retention.

12.2 Medical Scheme

The University Staff Medical Scheme is concerned with the healthcare of employees and their dependents.

12.3 Out-patient Cover

- i. The University shall pay staff an outpatient allowance for medical consultations, laboratory investigations and all dispensed drugs as provided for in the respective Recognition Agreements and as determined by the Council from time to time.
- ii. The employees and their dependents are entitled to outpatient referral services. Referral letters shall be issued by the CMO.
- iii. Referral letters shall be valid for a period of up to three (3) months (90 days).
- iv. The staff member shall be expected to raise a claim for refund of the following outpatient services:
 - a) Consultation fees;
 - b) Laboratory investigations;
 - c) X-ray investigations;
 - d) Specialized investigations: CT-Scan, MRI;
 - e) Drugs;
 - f) Physiotherapy;
 - g) Others as approved by the CMO.
- v. The following outpatient services are not covered by this Scheme:
 - a) Traditional treatment;
 - b) Acupuncture;
 - c) Chiropractic;
 - d) Treatment for infertility.

- vi. The University shall make provision for items and aids required by staff with disabilities in line with the current provisions of People With Disabilities (PWD) Act 14 of 2003 (Chapter 16).
- vii. The University shall reimburse a staff member for dental treatment for self or dependent, up to a maximum rate as provided for in the respective CBAs from time to time. The staff member shall require a referral through the Office of the CMO to a registered and licensed dentist to be able to raise a claim for reimbursement. Self-referrals will not be honoured.
- viii. The University shall reimburse a staff member for eye treatment for self or dependent, up to a maximum rate as provided for in the respective Recognition Agreements from time to time. The staff member shall require a referral through the office of the CMO to a registered and licensed Ophthalmologist to be able to raise a claim for reimbursement. Self-referrals will not be honoured.
- ix. Staff who do not have an emergency referral on these two items (dental and eye treatments) shall get an imprest upfront to cater for medical expenses.
- x. Staff members who require medical specialist review shall be referred to a University appointed Medical Specialist. For this referral, the University shall meet the cost of the referral (consultation fees and cost of drugs).
- xi. Staff members who require more than three (3) visits to a medical specialist per financial year shall be required to submit a medical report from the medical specialist to the CMO, indicating the need for continued follow-up. The staff member shall then be advised to apply for 50% cost sharing for the purchase of drugs.

12.4 In-patient Cover

- i. An employee or dependent shall be admitted to the identified hospital on the recommendation of the CMO or appointed doctor who shall fill in an appropriate form addressed to the hospital matron or administrator.
- ii. In case of an admission during working hours, the doctor shall inform the office of the CMO on phone, WhatsApp or email of the intended admission.
- iii. On admission to the hospital, the staff member shall be required to submit the following:

- a) Copy of the national ID;
- b) Copy of the NHIF Card;
- c) Copy of the University staff ID;
- d) Complete a relevant form in the hospital;
- iv. The hospital shall admit the employee or dependent and issue a notification of the admission to the CMO.
- v. The CMO shall issue a commitment letter detailing the conditions of admission and obligations of the University.
- vi. The CMO shall make a physical visit to the hospital to verify the admission.
- vii. At the time of discharge, the staff member shall be required to verify the invoice and sign before release from the hospital.
- viii. At the end of each month, the hospital shall be expected to issue the final bills to the CMO for payment.
- ix. Employees and their dependents are entitled to in-patient medical services within the limits provided in their respective Regulation Agreements from time to time.
- x. In case of emergency admissions, the doctor attending to the patient shall inform the office of the CMO on phone, WhatsApp or email of the intended admission.
- xi. Admission to hospital shall be to a general ward bed unless otherwise specified by the attending doctor or the CMO.
- xii. Employees or dependents who opt to use any other accommodation shall meet the difference of cost over and above the general ward.
- xiii. During admission of an employee or dependents, the Scheme shall cater for the following services:
 - a) Doctors' fee;
 - b) Accommodation in a general ward;
 - c) Laboratory tests;
 - d) X-rays;
 - e) Drugs;
 - f) Theatre;
 - g) Physiotherapy;
 - h) Specialized investigations: CT-Scan, MRI;

- i) Others as approved by the CMO.
- xiv. Services not covered under the in-patient cover are as those in the outpatient section.

12.5 Medical Treatment outside Kenya

- i. The University Medical Scheme shall cover only those services that are not available in local health institutions.
- ii. Employees and their dependents are eligible for medical treatment outside the country where such treatment is not available locally subject to prior recommendation by the CMO and approval by the Vice-Chancellor up to approved medical cover limits.

12.6 Medical Cover While Travelling Abroad

- i. The University shall arrange for appropriate medical insurance cover for staff travelling abroad on official University duties.
- ii. Staff travelling privately abroad shall be required to make their own arrangements for medical insurance cover for the period that they will be outside the country
- iii. Proof of insurance cover shall be required when seeking clearance from the Office of the Vice-Chancellor.

12.7 Health Awareness and Lifestyle Changes

- i. The University is cognizant of the fact that the primary responsibility of an individual's health rests with the individual.
- ii. The University shall make efforts to empower staff to be able to take control of their health through promotive and preventive activities including maintenance of healthy lifestyles.
- iii. The University, through the Medical Department, shall hold regular Health Awareness Days on quarterly basis.

12.8 Work Injury Benefits Act (WIBA), Occupational Health & Safety Act and Group Personal Accident (GPA)

- i. The Work Injury Benefits Act (WIBA) provides for compensation for accidents and occupational diseases arising out of and in the course of an employee's employment.

- ii. The Occupational Safety and Health Act provides for compensation arising from an occupational disease in the course of an employee's employment.
- iii. Only injury, diseases or death arising from occupational hazards shall be subject to compensation.
- iv. Besides the provisions of WIBA, the University has Group Personal Accident (GPA) cover which covers staff against injuries.
- v. The Registrar (HCA) shall be responsible for advising employees on WIBA and GPA.
- vi. All accidents and injuries shall be reported to the CMO and Registrar (HCA) within twenty-four (24) hours.
- vii. Immediately a workplace accident, an accident in a University vehicle or death or injury resulting from the development of an occupational disease of an officer comes to the notice of the officer under whom he/she is directly deployed, the Registrar (HCA) shall make a claim for compensation in accordance with the procedure set out below:
 - a) In case of an accident resulting in the injury or death of an employee, Part I of the Directorate of Occupational Safety and Health Services, Accident Notification form (Form DOSH 1) shall be completed in triplicate.
 - b) The forms shall then be dispatched to the Directorate of Occupational Safety and Health Services, through the Occupational Safety and Health Officer of the region in which the accident occurred, and for non-fatal cases, the Medical Practitioner who is attending to the injured officer.
 - c) Where the Director of Occupational Safety and Health Services finds anomalies or that the percentage given in the medical report is not in conformity with the provisions of the Work Injury Benefit Act (WIBA), he/she shall decline to process the compensation.
 - d) The Director shall inform the Registrar (HCA) of that decision giving reasons as to why he/she has taken the decision, and if the officer qualifies for compensation, he/she shall advise on the action to be taken to enable the employee's compensation to be processed.

- e) Where the Director declines to process the compensation, the Registrar (HCA) may either request the CMO to convene a Medical Board for reassessment of the University's liability to pay compensation or may request the Director of Occupational Safety and Health Services to appoint a medical panel for reassessment on the officer's diagnosis or injury.
- f) Where an employee or the Registrar (HCA) is/are not satisfied with the amount of compensation computed by the Director of Occupational Safety and Health Services, they may raise an objection within sixty (60) days of the assessment of the claim by the Director to the said Director or appeal to the Industrial Court.
- g) An officer on sick leave as a result of an accident or occupational disease shall be entitled to full pay.

CHAPTER THIRTEEN

CODE OF CONDUCT AND ETHICS

13.1 Objectives

- i. To ensure compliance with ethical standards, principles and applicable laws.
- ii. To instil trust and confidence through provision of quality programmes, products and services.
- iii. To adhere to ethical standards of professional conduct and integrity.
- iv. To promote national values as envisioned in the Constitution of Kenya 2010.

13.2 Leadership, Integrity and Compliance

- i. Employees shall comply with all the requirements of the Code of Conduct and Ethics.
- ii. Employees shall be required to work 40 hours spread over five (5) days in a week. The working hours shall be as follows:
 - a) Fifty two (52) hours for shift workers spread over six days of the week. The seventh day being a rest day and which may fall on any day of the week.
 - b) Fifty (50) hours for Catering and Farm Employees.
 - c) Forty (40) hours for all other employees.
- iii. In case an employee works authorized overtime the supervisor shall arrange for time off to avoid undue accumulation of overtime.
- iv. Employees offering essential services during official holidays shall be compensated as per the respective CBAs.
- v. Teaching and Examination shall be conducted as per the University procedures for Teaching and Examination – EU/AA/OP/06 and EU/AA/OP/08.
- vi. An employee shall be well behaved, peaceful and respectful at all times and treat the public and his/her colleagues with courtesy and civility.

13.3 Dress Code and Hygiene

- i. All employees shall be well groomed and decently dressed to maintain an appropriate standard of dress and personal hygiene in both public and private.

- ii. Employees may put on locally produced garments at least once a week.
- iii. Employees may put on branded corporate attire of the University.

13.4 Professionalism

- i. An employee shall carry out his/her duties professionally and treat other stakeholders with consideration and respect in accordance with the Egerton University Code of Conduct and Ethics.
- ii. An employee who is a member of a professional body shall observe the ethical and professional requirements of that body.

13.5 Integrity

- i. An employee may be disciplined when he/she violates ethical standards in such a way that he/she seriously harms the reputation of the University or compromises the ability of the employee to function effectively in the work place.
- ii. Violation of ethical standards shall include: conviction of a felony, acts of dishonesty, acts of violence, a serious breach of University regulations, issuing threats of physical harm to another, and public scandal.
- iii. An employee shall not seek or accept a benefit in circumstances that compromise his/her integrity.
- iv. In cases as those referred to in (ii) the employee shall be dealt with in accordance with University Code of Conduct and Ethics and the relevant laws.

13.6 Reporting Malpractices

- i. An employee shall inform the Integrity Promotion Office (IPO) or the Vice-Chancellor that another employee has performed a malpractice.
- ii. An employee who informs IPO or the Vice-Chancellor of a malpractice shall be guaranteed protection under the Bribery Act, 2016 and the Employment Act, 2007.

13.7 Conflict of Interest

- i. An employee shall be expected to adhere to the Egerton University Code of Conduct and Ethics Section 10.

- ii. The University shall open and maintain a register of Conflict of Interest in the form prescribed by the Ethics and Anti-Corruption Commission.

13.8 Participation in Tenders

An employee shall not award a tender, or influence the award of a tender, to:

- i. Himself/herself;
- ii. Spouse or relative;
- iii. Business associate; or
- iv. A corporation, partnership or other body in which the employee has an interest.

13.9 Public Collections

An employee shall not:

- i. Use his/her office or place of work as a venue for soliciting or collecting funds; or
- ii. Either as a collector or promoter of a public collection, obtain money or other property from a person by using his/her official position in any way to exert pressure.

13.10 Bank Accounts outside Kenya

An employee shall not maintain a bank account outside Kenya as defined in The Constitution of Kenya, 2010 Article 76 (2) except in accordance with an Act of Parliament.

13.11 Research Funds

All research project funds shall be channelled through the University bank accounts.

13.12 Acting for Foreigners

- i. No employee shall, in a manner that may be detrimental to the security interests of Kenya, be an agent for, or further the interests of, a foreign government, organization or individual.
- ii. For the purpose of this section:
 - a) an individual is foreign if he/she is not a citizen of Kenya;
 - b) An organization is foreign if it is located outside Kenya or it is owned or controlled by foreign governments, organization or individuals.

13.13 Misuse of Official Information

- i. An employee shall ensure that confidential or secret information or documents entrusted to his/her care are adequately protected from improper or inadvertent or unauthorized disclosure in conformity with the Data Protection Act, 2019.
- ii. An employee who misuses official information shall be subjected to staff disciplinary action as provided for in the Code of Conduct and Discipline Management in this Manual.

13.14 Receiving of Gifts, Grants and Donations

- i. An employee shall adhere to the Egerton University Code of Conduct and Ethics, Section 34.
- ii. An employee shall not accept or request for gifts whether in the form of money, goods, free passages or other personal benefits and from giving such gifts, unless:
 - a) the gift is non-monetary and does not exceed the value prescribed by regulation; or
 - b) The gift is from or to a relative or friend given on a special occasion recognized by custom.

13.15 Soliciting, Accepting Bribes and Inducements

It is an offence for an employee of the University to solicit or accept bribes.

13.16 Staff Obligations

An employee shall, to the best of his/her ability, carry out his/her duties and ensure that the services that he/she provides are provided efficiently and honestly.

13.17 Misuse of University Property

- i. An employee shall take reasonable steps to ensure that property that is entrusted to his/her care is adequately protected, used for intended purpose(s) and not misused or misappropriated. Such property includes physical facilities (including buildings, Lecture halls, Laboratories, lawns and environment in general, among others) and equipment, time and intellectual property.
- ii. The use of name, trademark, service mark or logo of Egerton University or any combination thereof for any application or process whatsoever shall be restricted to the provisions of the Universities Act, 2012, and the Egerton University Intellectual Property Rights Policy, 2022.

13.18 Intellectual Theft

- i. The University shall undertake protection of Intellectual Property to creators of that property, only when first created, conceived and/or generated by its staff, students, and visitors in either single or joint undertakings.
- ii. Decisions of the University to undertake protection of Intellectual Property shall primarily be determined on the criterion of likelihood of success and, secondly, on the ability to satisfy the requirements for protection.
- iii. An employee of the University shall patent an innovation emanating from his/her official duty including research as per the Egerton University Intellectual Property Policy, 2022.

13.19 Falsification of Documents and Records

- i. An employee shall not falsify any records or misrepresent information to the public.
- ii. The accounts and records of the University shall be maintained in a manner that provides for an accurate and auditable record of all academic and financial transactions in conformity with generally accepted accounting principles, established business practices and all relevant provisions of controlling law.
- iii. No false or deceptive entries shall be made and all entries shall contain an appropriate description of the underlying transaction.

13.20 Confidentiality

- i. Employees who have access to official University documentation and information shall take care to maintain the integrity, confidentiality and privacy of such information to protect any individual concerned as defined in the Data Protection Act, 2019, and the Code of Conduct and Ethics.
- ii. University employees shall undertake to ensure the privacy of oral communications where that has been requested.

13.21 Sexual Harassment and Abuse

- i. An employee shall not engage in sexual harassment as per the Gender-based Violence Policy.
- ii. Sexual harassment may include the following, whereby the person engaged in the practice knows or ought to know that it is unwelcome:
 - a) Making a request or exerting pressure for sexual activity or favours;

- b) Making intentional or careless physical contact that is sexual in nature; and
- c) Making gestures, noise, jokes or comments including innuendos, regarding another person's sexuality.
- d) Sending pornographic photos through any mode of communication.
- iii. Any type of sexual contact with a student shall not be allowed.
- iv. Employees shall be prohibited from engaging in "sex for marks".
- v. Employees are encouraged to take precautionary measures where they encounter inappropriate sexual advances.

13.22 Misuse/Misallocation of Human Resource

All employees shall be placed where their skills match the job requirements to avoid misuse and misallocation of human resource.

13.23 Discrimination

An employee shall not promote or practise discrimination on the basis of gender, race, ethnicity, religion, marital status, age, political inclinations, colour, disability, social status or culture.

13.24 Nepotism/Favouritism

- i. An employee shall not practise favouritism and cronyism to their relations and close relatives at the expense of their duties and responsibilities.
- ii. All employees shall declare and register Conflict of Interests.

13.25 Outside Employment/Business

- i. An employee shall not engage in private business during official working hours.
- ii. An employee conducting outside employment/business shall adhere to the Egerton University Code of Conduct and Ethics.

13.26 Selection/Election of University Staff

- i. Employees may engage in elective positions, such as the following:
 - a. Deans of Faculties;
 - b. Trustees of Retirement Benefit Schemes (RBA);
 - c. Egerton University SACCO;
 - d. Others as may be approved.
- ii. An employee being elected must meet the requirements of Chapter Six of The Constitution of Kenya, 2010.

- iii. Election of University staff to various positions shall be done in an open, fair, transparent and equitable manner.
- iv. Before taking up duties the appointed/selected and elected employee shall be issued with an appropriate letter of offer, which shall be signed before commencement of duties.
- v. The employee so elected to serve in the offices described in (ii) above shall be required to inform their supervisors in writing of the intended absenteeism from time to time.

13.27 Misleading the Public/Impersonation

- i. An employee shall not knowingly give false or misleading information to members of the public or to any other employee.
- ii. An employee shall not impersonate another officer in line of duty.

13.28 Chain of Command

- i. The Vice-Chancellor is the Chief Executive Officer of the institution.
- ii. The Deputy Vice-Chancellors in-charge of Divisions report to the Vice-Chancellor.
- iii. Deans/Directors, HODs/CODs report to their respective Divisional heads.
- iv. All employees report to their immediate supervisors.

13.29 Collective Responsibility

All employees shall be held responsible for the achievement of the University Vision, objectives and goals.

13.30 Observance of Statutory Provisions

All employees shall comply with relevant legislative and regulatory requirements.

13.31 Institutional History and Traditions

- i. Employees shall observe Founders Day [See my earlier remark on this. For now, there is no such agreed-upon day in the University.], which commemorates the establishment of Egerton University.
- ii. It is incumbent upon all staff to be sensitized continuously on the institution's values and culture through meetings, notices, cultural day's celebrations and Founders Day.

13.32 Acquisition of Goods and Services

All Goods and Services required in the University shall be procured efficiently and effectively in accordance with the Public Procurement and Disposal Act, 2015, the Procurement Regulations of 2020, Egerton University Financial Rules and Regulations Manual (2021) and the Procedure for Procurement of Goods and Services – EU/VC/OP/11.

13.33 Concern for Environment

- i. The University is committed to the conservation and preservation of the environment. Disposal of waste including e-waste, laboratory, hazardous chemicals, biological and other effluents from the institution shall be managed as per the Environmental Management and Coordination (Amendment) Act (EMCA) Cap 387 (2012), the Public Procurement and Assets Disposal Act, 2015, and the Procurement Regulations of 2020.
- ii. Employees shall take reasonable steps to ensure that the environment (water, land, air, plants among others) is adequately conserved.

13.34 Complaints

- i. Employees are entitled to fair and equitable grievance procedure.
- ii. All Departments shall maintain Complaints Registers.

13.35 Acting through Others

- i. An employee contravenes the Code of Conduct and Ethics if:
 - a) He/she causes anything to be done through another person that would, if the employee was the one who did it, be a contravention of the Code of Conduct and Ethics; or
 - b) He/she allows or directs a person under his supervision or control to do anything that is a contravention of the Code of Conduct and Ethics.
- ii. Subsection (i) (a) shall not apply with respect to anything done without the employee's knowledge or consent or if the employee took reasonable steps to prevent it.

13.36 Reporting Improper Order

If an employee considers that anything required of him/her is a contravention of the Code of Conduct and Ethics or is otherwise improper or unethical, he/she shall report the matter to an appropriate authority, the immediate supervisor or the Integrity Promotion Office.

13.37 Participation in Politics/Political Neutrality

- i. An employee shall not, in or in connection with the performance of his/her duties, undertake to:
 - a. Act as an agent for, or so as to further the interest of, a political party; or
 - b. Indicate support for or opposition to any political party or candidate in an election.
- ii. An employee shall not engage in political activity that may compromise or be seen to compromise the political neutrality of his/her office.

CHAPTER FOURTEEN

DISCIPLINE MANAGEMENT

14.1 Objectives

- i To uphold the rules of conduct and work ethics for optimal service delivery.
- ii To maintain the integrity and dignity of the office to which staff are appointed.
- iii To institute deterrence measures.
- iv To adhere to The Constitution of Kenya, 2010 and enabling laws.

14.2 Disciplinary Procedure

- i. The University has disciplinary committees that handle respective categories of staff. These committees are;
 - a) The Staff Disciplinary Committee of Council, chaired by the Chair of Council, handles cases for staff in Grades XVI–XX.
 - b) The Finance, Human Resource and General Purposes Committee of Council, chaired by the chairman of the committee, handles cases for staff in Grades XIII–XV.
 - c) The University Staff Disciplinary Committee, chaired by the DVC (AFP), handles cases for staff in Grades I–XII.
- ii. The University shall sign Recognition Agreements with three Trade Unions; UASU, KUSU and KUDHEHIA.
- iii. The respective CBAs to carry procedures [This is not clear. Is it intended to mean “shall specify procedures”?] that govern disciplinary matters of staff in the University.

14.3 Staff Disciplinary Process

- i. All disciplinary cases shall be processed by the Registrar (HCA).
- ii. If criminal proceedings are instituted against an employee or where an employee has been acquitted of a criminal charge in a court of law, the Registrar (HCA) may institute a disciplinary action on any other charge arising out of his conduct in the matter and impose an appropriate penalty provided that the charge is not similar to the one in court.

- iii. Charges and particulars thereof shall be properly framed citing the applicable provisions of the Constitution, Legislation or University Code of Conduct alleged to have been breached.
- iv. The employee shall be notified in writing, be given the particulars of the misconduct as preferred and any other information that may be required by the employee to respond and make a defence as regards the allegation.
- v. The employee shall be given reasonable opportunity to respond to the allegations and present evidence in support of his/her case and any witnesses he/she may intend to call as per provisions of the respective CBAs.
- vi. Employees with disability shall be notified of (iv) and (v) above in an accessible format depending on the nature of the disability.
- vii. Evidence of delivery/dispatch of show cause letter(s), letters of invitation to attend disciplinary proceedings and records thereof shall be maintained.
- viii. The employee shall be given an opportunity to be heard in person during the disciplinary process.
- ix. The notice inviting the employee to the disciplinary meeting shall be as per the provisions of the respective CBAs.
- x. The employee shall be entitled to representation by his/her union.
- xi. Application of other interventions in resolving discipline cases such as training, guidance and counselling shall be considered.
- xii. Disciplinary cases shall be dealt with promptly and finalized within a period of six (6) months from the time the process was initiated. Where it is found impracticable to do so the Registrar (HCA) shall report individual cases to the higher authority explaining the reason for the delay.
- xiii. Where an employee dies prior to finalization of the disciplinary proceedings, the case shall be terminated by the University.
- xiv. Where disciplinary process has not been concluded administratively, including the appeal process, the University shall not recruit an employee to substantively fill the position.

- xv. Where an employee attains the mandatory retirement age while undergoing disciplinary proceedings, the proceedings shall be terminated, and the employee shall retire with applicable pension benefits, subject to the prevailing legislations and government policies.
- xvi. An employee who is undergoing disciplinary process shall not be transferred before the process is concluded.
- xvii. In case of an employee who gives notice of resignation while his/her disciplinary procedure is underway, the disciplinary proceedings shall continue to their logical conclusion.
- xviii. Where an employee resigns with immediate effect, the disciplinary process shall be terminated and the University shall retain records of the disciplinary procedure for purposes of defending any subsequent claims made to an Employment Tribunal or court by evidencing the steps taken and demonstrating a fair disciplinary procedure was followed.
- xix. The Registrar (HCA) shall provide to the UMB, a quarterly report on the status of suspended employees.
- xx. Where an employee has been charged with abscondment of duty, the letter concerning the offence shall be addressed to his/her last known email address and also by registered mail/postal address.

14.4 Specific Provisions

- i. Upon receipt of an allegation of misconduct of an employee from the supervisor, the Registrar (HCA) shall refer the case for investigation to the Security/Audit Department within two (2) days.
- ii. Where an allegation does not require Security/Audit investigation, the Registrar (HCA) shall write a “show-cause” letter to the employee within two (2) days requiring the employee to respond to the allegation in writing through his/her supervisor.
- iii. Where the allegations levelled against an employee do not warrant a further disciplinary action, after preliminary investigation and show-cause, the employee shall be exonerated of the charges in writing within seven (7) working days.

- iv. Where evidence given is not conclusive, further investigations shall be instituted by the Vice-Chancellor vide a Committee and be concluded within thirty (30) calendar days.
- v. If a case is established, the relevant disciplinary committee shall be convened by the relevant office within twenty eight (28) calendar days.
- vi. While carrying out investigations, the DVC (AFP) who chairs the Staff Disciplinary Committee for Grade I–XII shall observe the following conditions:
 - a) Constitute an investigation committee.
 - b) Collect and analyze evidence including corroboration of witness statements.
 - c) Produce a statement on whether the charges against the officer have been proved.
 - d) Provide details on any matter that may affect the gravity of the case, if any.
- vii. While carrying out investigations, the Chair of Council who chairs the Staff Disciplinary Committee for employees in Grade XIII and above [Is this correct? Above it was said, that the Chair of Council chairs the committee dealing with staff in Grades XVI – XX.] shall observe the following conditions:
 - a) Constitute an investigation committee.
 - b) Collect and analyze evidence including corroboration of witness statements.
 - c) Produce a statement on whether the charges against the officer have been proved
 - d) Provide details on any matter that may affect the gravity of the case, if any.
- viii. Once the steps above (a) to (d) have been fulfilled, the Vice-Chancellor and the Registrar (HCA) shall issue a show-cause letter to employees above Grade XIII [Not clear. Which Grades in particular?] and Grades I–XII, respectively.
- ix. The employee shall respond to the charge within seven (7) working days.
- x. The composition of the disciplinary committee shall be in accordance with the Statutes and the relevant CBAs.
- xi. Notification for the disciplinary committee meeting shall be issued to all parties ten (10) working days prior to the scheduled hearing.
- xii. Decisions of the disciplinary committee shall be binding to the University and the employee.

- xiii. Employees in Grades I–XV may appeal to the Council within twenty one (21) calendar days of the decision. Employees in Grade XVI–XX may appeal as provided for in their respective contracts.

14.5 Hearing Proceedings

To effectively carry out the hearing, the following procedure shall apply:

- i. The disciplinary committee shall be properly constituted on the day as set and the time as communicated in the invite.
- ii. The Chair of the committee shall confirm the quorum and shall call the meeting to order.
- iii. The disciplinary committee secretariat shall record the hearing proceedings.
- iv. The Registrar (HCA) shall give a background of the case.
- v. The employee shall properly identify him/herself before the committee.
- vi. The charges shall be read to the employee and the employee shall accept or deny the charges.
- vii. The Registrar (HCA) shall present the evidence against the accused employee.
- viii. In presenting the evidence, the Registrar (HCA) shall make reference to the witness statements, investigation reports that had earlier been submitted to the panellists and shall call witnesses to corroborate the evidence.
- ix. The accused employee shall be given an opportunity to cross examine the witnesses.
- x. The accused employee shall be given an opportunity to defend him/herself.
- xi. The accused employee shall present his/her evidence.
- xii. The accused employee may make reference to witness statements and call witnesses to support his/her case.
- xiii. The employer shall cross examine the defendant and his/her witnesses, if any.
- xiv. Both parties may bring expert witnesses to testify on technical aspects on areas of expertise touching on the disciplinary case.
- xv. The defendant shall be given an opportunity for mitigation (if any) before a verdict is reached.
- xvi. The hearing committee shall analyze the evidence gathered during the hearing proceedings and record its findings. While analyzing the evidence, the committee

shall consider the charges against the employee as captured in the show-cause letters, written defence, evidence collected by the team, witness statements, expert statements, character of the employee and mitigation.

xvii. The committee shall give a verdict at the conclusion of the case.

xviii. After concluding the hearing, the decision of the committee shall be communicated to the employee in writing within seven (7) calendar days.

14.6. Interdiction and Suspension

Interdiction and suspension are an integral part of the disciplinary process.

14.6.1. Interdiction

- (i) An employee may be interdicted from exercising the functions and powers of the public office, where:
 - a) Gross misconduct which is likely to lead to dismissal is reported and requires investigation.
 - b) Criminal proceedings are being instituted.
- (ii) An employee on interdiction shall be entitled to half ($\frac{1}{2}$) of his/her basic salary, full house allowance, and medical benefits.
- (iii) Where disciplinary or criminal proceedings have been instituted against an employee under interdiction and the officer is not dismissed or otherwise punished, any withheld salary, allowances and benefits shall be restored with effect from the date it was withheld within thirty (30) days.
- (iv) An employee whose interdiction has been lifted shall promptly be served with a decision letter within seven (7) calendar days.
- (v) An employee on interdiction shall report to his/her supervisor once a week.

14.6.2 Suspension

- i The circumstances under which an employee may be suspended from exercise of powers and functions of the office include:
 - a) Charged with serious criminal offence in a court of law.
 - b) Charged under the Anti-Corruption and Economic Crimes Act.
 - c) Upon conviction of a criminal offence or any other offence which constitutes Gross Misconduct.

- d) When proceedings for dismissal have been instituted, the employee shall be suspended for a period up to six (6) months awaiting determination by the Staff Disciplinary Committee.
 - e) If a suspended employee has been convicted to jail, he/she shall be dismissed from service.
 - f) Where the employee is likely to interfere with investigations.
- ii. Where a decision has been made to suspend an employee, he/she shall be served with a suspension letter.
 - iii. The employee shall be entitled to half of his/her basic salary, full house allowance and medical benefits.
 - iv. An employee whose suspension has been lifted;
 - a) Shall be served with a decision letter by the Registrar (HCA) within seven (7) calendar days from the date the matter is concluded.
 - b) Shall be reinstated with immediate effect.
 - c) Shall have salary, allowances and benefits withheld restored with effect from the date he/she was found not culpable of the offence within thirty (30) calendar days. [Is this correct? Is it with effect from the date he was not found culpable or with effect from the day when he was suspended?]
 - v. Where an employee under suspension is not dismissed but any penalty prescribed in the Manual is imposed upon termination of the proceedings, any withheld salary allowances and other benefits shall be restored.
 - vi. When an employee has been absent from duty for less than seven days without permission and subsequently resumes duty, he/she shall not be eligible for payment of salary for the period of absence and any amount erroneously paid to him shall be recovered from his salary.
 - vii. A supervisor who fails to report an employee who has been absent shall be surcharged the equivalent amount of salary for the period the employee is absent.
 - viii. In cases of delay of stoppage of salary of an employee who is subsequently dismissed on account of desertion, the erroneous payment shall be recovered from the employee who occasioned the payment.

- ix. When in the opinion of the Vice-Chancellor there has been good cause as defined in Chapter 20.6, he/she shall have power to suspend a member of staff on half (½) of his/her basic salary, full house allowance, and medical benefits in cases of a serious misconduct pending investigations under these Terms and Conditions of Service [Again: Is this a Manual or Terms and Conditions of Service?] within thirty (30) calendar days. The case shall be referred to the Council for necessary action.
- x. For the purpose of these rules “good cause” means either one or more of the following:
 - a) Conviction of a felony or any misdemeanour which the Vice-Chancellor shall deem to be such as to render the member of staff concerned unfit to continue to hold office.
 - b) Conduct which the Vice-Chancellor shall deem to be such as to constitute failure or inability of the member of staff concerned to perform his/her duties or to comply with the conditions of his/her appointment.
 - c) Any other grave offence or gross neglect of duty such as unauthorized absence from the University or failure to satisfactorily conduct courses of instruction.
 - d) Conduct of a scandalous or disgraceful nature which is deemed to render a person unfit to hold his/her office
- xi. Where an employee’s suspension has been lifted by the Disciplinary Committee and he/she has been exonerated, he/she shall be paid all dues deducted on account of such suspension. [Does this not contradict an above statement?]

14.7 Representation

Where an employee is represented by a union official or any other representative as provided for in Chapter 14.3(x) of this Manual, the representative may cross examine the witnesses of the complainant and make final submissions on behalf of the employee.

14.8 Disciplinary Measures

14.8.1 Warning

- i. An employee whose work or conduct has proved unsatisfactory and/or commits an offence, which does not warrant termination, shall first be given verbal warning by the immediate supervisor.
- ii. If the offence recurs the supervisor shall inform the Registrar (HCA) who shall issue the first warning letter.
- iii. The Registrar (HCA) shall issue a first [Is this not “second”?] written warning letter to the employee if there has been no improvement or change in the behaviour.
- iv. The first and the second warnings shall be recorded in the employee’s file and copied to the respective union’s Chapter/Branch Secretary.
- v. All warning letters shall be delivered to the employee concerned and copied to the Union with evidence of receipt. For an employee issued with a letter of warning, he/she shall be called upon in writing to explain the alleged offence and if he/she wishes, the employee shall be given the opportunity to make verbal representation on the matter.

14.8.2 Dismissal

Any of the following offences on the part of an employee shall constitute Gross Misconduct and/or serious neglect and shall justify dismissal subject to due disciplinary process:

- i. A member of staff who absents himself/herself from his/her place of work for seven (7) consecutive working days without a lawful authority or reasonable cause shall be dismissed from the University services.
- ii. If an employee is guilty of embezzlement, fraud or misappropriation of funds or property which belongs to the University or to any person having any business dealings with the University.
- iii. If an employee uses abusive or insulting language or is guilty of insulting behaviour to any stakeholder of the University which having regard to the proper interests of the University renders his/her continuance in employment impracticable.

- iv If an employee during working hours, becomes or is intoxicated, rendering himself/herself unwilling or incapable to properly perform his/her duties.
- v If an employee wilfully neglects to perform any work which it was his/her duty to have performed; or if he/she carelessly and improperly performs any work which from its nature was his/her duty; or was under his/her contract to have performed carefully and properly.
- vi If an employee knowingly fails or refuses to obey lawful and proper instructions which was within the scope of his/her duty to obey, issued by the University or a person placed in authority over him/her by the University.
- vii If an employee is convicted on a criminal charge or an offence.
- viii If an employee is retired in public interest.
- ix Any other offences as particularized in the University Code of Conduct and Ethics.

14.8.3 Cost of Replacement

In the event that an employee is found to have misappropriated and/or damaged University property, the University shall recover the cost or part of the cost thereof.

14.8.4 Absence from Duty on Grounds of Illness

An employee who is absent from duty on grounds of illness and does not notify the immediate supervisor or does not produce proof of sickness/sick leave certified by the CMO shall be considered to have been absent without permission and his/her case shall be dealt with in accordance with the relevant disciplinary provisions.

14.9 Appeals

- i. An employee who is dissatisfied by the decision of the Disciplinary Committee, may appeal to the University Council within a period of twenty one (21) calendar days.
- ii. The employee shall appeal once only in each case.

CHAPTER FIFTEEN

LABOUR RELATIONS

15.1 Objectives

- i. To ensure fair employment practices built on the pillars of mutual respect, respect for rules and regulations, and employee involvement in the management of University affairs.
- ii. To provide a conducive working environment for the mutual benefit of the University and the employee.
- iii. To engage Trade Unions representing members of staff in negotiating CBAs as guided by the provisions of The Kenyan Constitution, 2010 and relevant legislation governing employer/employee relations.
- iv. To ensure industrial harmony between the employer and employees in all undertakings in order to promote social partnership.

15.2 Recognition Agreements

- i. The University shall determine which of its employees will be allowed to join trade union/s.
- ii. The University shall enter into agreements with three (3) recognized unions, namely UASU, KUSU and KUDHEIHA which represent employees in various job categories.
- iii. The unions, UASU, KUSU and KUDHEIHA, are independent entities that negotiate and sign CBAs separately.

15.3 Schemes of Service

The University through schemes of service shall provide for:

- i. Clearly defined career progressions, structures and paths, well-defined job descriptions and specifications.
- ii. Established standards for recruitment, selection, training, development and retention of staff.
- iii. Appropriate succession planning and management.

15.4 Union Membership

- i. All employees may join UASU, KUSU or KUDHEIHA, depending on their categories.
- ii. Eligibility for an employee to join shall depend on the Recognition Agreement between the University and the respective Union.
- iii. Employees who are appointed as officials of any Union may be granted permission to carry out official Union duties. [This is not sufficiently clear. “may” or “shall” be granted? If it is a must, as I think it is, it has to be “shall”. Granted permission by who?]
- iv. Employees shall not be officials of more than one Trade Union. However, an official of a Trade Union may also be an official of a Federation to which the Trade Union is affiliated.
- v. Union meetings shall be convened to take place during the employees’ free time.
- vi. Holders of the following offices shall not be active members of trade unions due to the nature of their offices: Members of Senate, HODs and any other members as may be prescribed in their employment letters from time to time.

15.5 Agency Fees

- i. Members who benefit from union-negotiated benefits but opt not to be affiliated with any Union shall be deducted agency fees as prescribed in the Labour Relations Act, 2007 Section 49 sub-sections (1), (2) and (3).
- ii. The money shall be remitted to the account of the specific union from which the employee benefits.

15.6 Recovery of Union Dues

- i. The University shall deduct trade union dues from the salaries of union members and pay the monies so deducted into a specified account of the Trade Union as specified in the Labour Relations Act, 2007 Section 48 sub-sections (1), (2) (a) (b) (i& ii) and (3).
- ii. Deductions from an employee who has resigned from his Union membership and notified the employer in writing shall be stopped. However, the employee shall be deducted the agency fee as specified in section 16.4 above.
- iii. A copy of an employee’s notification of resignation shall be forwarded to the Union for information.

15.7 Dispute Resolution

- i. The University shall endeavour at all times to have good working relations with the Unions to maintain industrial harmony.
- ii. In case of a trade dispute concerning any aspect of the employer-employee relationship, the dispute shall be handled as provided for in the Labour Relations Act, 2007.

15.8 Employee Participation in Strikes

An employee may participate in a strike if:

- i. The trade dispute that forms the subject of the strike concerns the terms and conditions of employment or recognition of a Trade Union to which an employee is a member.
- ii. The trade dispute is unresolved after conciliation.
- iii. A seven days' written notice of a strike has been given to the Vice-Chancellor and the Cabinet Secretary responsible for Labour by the representative of the Union.

15.9 Collective Bargaining Agreements

- i. Egerton University is committed to fostering industrial peace and harmony by engaging in constant consultations with respective trade unions and other stakeholders on all matters of terms and conditions of service articulated in the relevant labour laws.
- ii. The University negotiates internal CBAs with respective trade union on terms and conditions of service except for salaries and house allowances which are negotiated at the national level by the Inter-Public Universities and Councils Consultative Forum (IPUCCF).

15.10 Terms and Conditions of Service for Members of UMB

- i. The terms and conditions of service for members of the UMB shall be determined by the Council.
- ii. For positions of Vice-Chancellor, DVCs and Principals, the holders shall serve on five (5) year contracts renewable once subject to satisfactory performance.
- iii. For positions of Registrars, the Director (Research and Extension), and the Chief Finance Officer, the holders shall serve on five (5) year contracts renewable once subject to satisfactory performance.

- iv. The UMB members shall not be active in any trade union.

15.11 Institutional Framework for Negotiation

- i. There shall be an Institutional Framework for negotiation with Trade Unions whose objectives shall be to:
 - a) Ensure that the collective bargaining process is compliant with the Constitution, relevant legislation and advisory bodies.
 - b) Identify the parties recognized by the Law to engage in collective bargaining.
 - c) Provide consistency and uniformity in the collective bargaining process.
 - d) Provide a platform for consultations with all stakeholders.
 - e) Provide a standard period for collective bargaining across the Unions.
 - f) Promote labour relations and industrial peace.
- ii. Internal collective bargaining in the University shall not include salaries, wages, housing and subsistence allowances.

CHAPTER SIXTEEN

STAFF SUPPORT AND WELFARE

16.1 Objectives

To create a conducive working environment as provided for by Occupational Safety and Health Act, 2007.

16.2 Training and Development Fund

The University shall implement as provided for in Chapter Five of this Manual.

16.3 Death in Service

- i. Upon the death of an employee, his/her terminal benefits shall be paid to the beneficiary(ies) as per records in the next of kin form.
- ii. An employee who is a member of the NSSF and relevant EU Pension Scheme shall be eligible for terminal benefits under the NSSF Act, 2013, and Retirement Benefits Act Cap 197 (2010).

16.4 Facilitation upon Death

- i. Upon death of an employee or his/her spouse, the University shall provide transport for the body and Kenya Shillings One Hundred Thousand (Ksh.100,000/=) to cater for burial expenses.
- ii. Upon the death of a legally recognized child aged 25 years and below, the University shall provide transport for the body and Kenya Shillings Sixty Thousand (Ksh. 60,000/=) to cater for burial expenses.
- iii. An employee who represents the University at the burial shall be facilitated by the University.

16.5 Loan Facilities/Credit Financing

- i. There exists an employee Savings and Credit Cooperative Society (EUSACCO) in the University which enjoys University's support.
- ii. Employees are encouraged to join the EUSACCO and develop a culture of saving and borrowing for personal development and future well-being.
- iii. The University shall support members to access credit facilities in other financial institutions.

- iv. The Vice-Chancellor may approve salary advance and recovery thereof as provided for in Chapter 8.9 of this manual.

16.6 HIV/AIDS Support Programme, Fighting Stigma and Discrimination

- i. The University has an HIV/AIDS policy to address the needs of those infected and affected.
- ii. All staff shall have a role to play in the wider struggle to mitigate the effects of the pandemic.
- iii. If fitness to work is deemed impaired by HIV-related illness, reasonable alternative working arrangements shall be made for the affected employees as provided for in the respective Recognition Agreements.
- iv. An employee shall not be discriminated or stigmatized on the basis of HIV/AIDS status. It is an offence for any staff member to discriminate another staff member on the ground of actual, perceived or suspected HIV status.
- v. The Vice-Chancellor shall be expected to be at the forefront in providing a conducive working environment for the infected and affected staff. He/she shall be required to set up programmes that instil positive behaviour in the management of HIV/AIDS.
- vi. It shall be the responsibility of the Vice-Chancellor to minimize the risk of HIV transmission by adopting First Aid/universal infection control precautions at the workplace.
- vii. HIV screening shall not be a requirement for recruitment or for persons in employment. Screening shall be confidential, voluntary and shall be undertaken after counselling.
- viii. There shall be no disclosure of HIV test results or of any related assessment results to any person without the written consent of the concerned staff.
- ix. Staff with HIV-related illness shall be allowed to work for as long as they are fit to work and HIV-infection shall not be a cause for termination of employment.

16.7 Guidance and Counselling Services

- i. The DVC (AFP) shall be responsible for employee Welfare Services:
 - a) To address the psychological needs of employees.

- b) To deploy professional counsellors to provide guidance and counselling services to employees.
 - c) To provide free counselling services to employees and family members.
 - d) To implement workplace alcohol and substance abuse prevention and management policy.
- ii. A supervisor may refer a staff to the Registrar (HCA) for counselling when he/she notices: signs of low productivity, exhibits signs of depression and/or indiscipline.
 - iii. An employee shall have the freedom to accept or reject counselling.
 - iv. An employee who has rejected counselling and whose work performance has deteriorated shall undergo disciplinary process.

16.8 Non-Discrimination in Employment

- i. The University shall promote equality of opportunity in employment and shall not discriminate directly or indirectly against an employee on any grounds including and not limited to race, ethnicity, gender, pregnancy, marital status, health status, social origin, colour, age, disability, religion, conscience, belief, culture, dress, and language.
- ii. The University shall endeavour to have a gender-balanced institution by ensuring that not more than 2/3 of the positions in its establishment are filled by either gender.

16.9 Rights and Privileges of Persons with Disabilities

- i PWD shall be accorded equal opportunities for employment provided they have the necessary qualifications and are suitable for such employment.
- ii The University shall implement the principle that at least five (5) percent of all appointments shall be for PWDs as per the National Council for Persons with Disabilities (NCPWDs) Act, 2003.
- iii The University shall provide services and products that promote access and participation of PWDs, such as wheel chairs, note-takers, refreshable braille displays, large monitors and screen reading software.
- iv. The University shall provide facilities and effect such modifications, whether physical, administrative or other, as may be reasonably required to accommodate PWDs.

- v. All employees with disabilities shall be encouraged to register with the NCPWDs in order to acquire an identification card for purposes of accessing University and government products and services. Such an employee shall be eligible to apply for tax exemption.
- vi. The University shall provide support services to employees who require training in the use of braille, signing and for any other forms of impairment.
- vii. The University shall pay an assistant's allowance/facilitation to an employee who is blind, deaf and on wheel chair as provided for by the SRC/TS/DRR/DS/3/26 Vol. V (88) of 2014.
- viii. Personal Guide Allowance for an employee with disabilities shall be paid at a flat rate of Ksh.20,000 per month or as may be revised by the SRC from time to time as part of the monthly remuneration to the beneficiary.

16.10 Alcohol, Drugs and Substance Abuse, and Support Services

Drugs and substance abuse may cause a problematic situation at the workplace. They affect an employee's health and wellbeing and also may become a reason for absenteeism, pecuniary embarrassment, medical bills, accidents, conflicts, damage to corporate image and reduced productivity. The University shall provide for the following:

- i. Develop and implement employee welfare and wellness programmes and maintain a work place free of substance abuse as guided by the Alcohol, Drugs and Substance Abuse (ADSA) Policy as follows:
 - a) Continuously sensitize employees on the hazards of alcohol and substance abuse in collaboration with the National Authority for the Campaign against Alcohol and Drugs Abuse.
 - b) Implement all relevant legislation aimed at curbing the spread of the vices.
 - c) Support community activities aimed at fighting the spread of the vices.
 - d) Where feasible, apply appropriate disciplinary measures to correct the habit.
- ii. The University shall implement Level 1 programmes/activities aimed at reducing the prevalence of alcohol and drug abuse and minimizing the negative effects thereof. To achieve these the University shall undertake to:
 - a) Develop and implement a work place ADSA prevention and management policy.
 - b) Conduct a baseline survey on alcohol and substance abuse.

- c) Establish support mechanisms for employees such as Employee Assistance Programme.
- iii. Addiction to drugs or substance shall be treated like any other disease. An employee who is determined to deal with a drug and substance abuse problem by engaging in rehabilitation services shall be referred by the University to a government doctor for evaluation.
- iv. The University shall cater for cost of rehabilitation of an employee once only.
- v. Chronic cases shall be referred to the CMO and the Vice-Chancellor shall constitute a Medical Board to determine the necessary action to be taken.
- vi. The employer shall provide both in-patient and out-patient rehabilitation services within the limits provided by the relevant Recognition Agreements.

16.11 Staff Housing/ Allocation of University Quarters

- i. The University may provide institutional houses for employees who shall be required to pay rent at rates to be determined by the University from time to time through check-off and other forms of payment.
- ii. University institutional houses may be allocated at the station where an employee is posted for duty. The guidelines for allocation shall be provided by the department responsible from time to time.
- iii. Employees performing essential services shall be given priority in the allocation of houses.
- iv. Applications for institutional housing shall be submitted to the Housing Committee.
- v. On occupation of the institution house, the employee shall sign a Lease Agreement.
- vi. The Estates Department shall be responsible for maintenance and repairs of the University houses.

16.12 Staff Uniform

- i. Staff uniforms shall be provided to drivers, nurses and other relevant staff as provided for in the respective CBAs.
- ii. The uniforms shall be used at all times during working hours.

- iii. Disciplinary action shall be taken against any employee who fails to wear the uniform provided.

CHAPTER SEVENTEEN

OCCUPATIONAL SAFETY AND HEALTH

17.1 Objectives

- i. To maintain a safe and environmentally sound living, learning and working environment free from recognized hazards, conducive for staff, visitors and other stakeholders in accordance with the Occupational Safety and Health (OSH) Act, 2007.
- ii. To offer health and safety preventive measures, minimize injuries and create awareness about a safe working environment so as to increase quality of service.
- iii. To provide guidance and counselling and put in place measures for the management of HIV/AIDS at the workplace and the rehabilitation of employees who may be facing challenges of drugs and substance abuse.
- iv. To implement the Environmental Health and Safety Policy of the University.
- v. To continually assess and improve the University's environmental health and safety programmes.
- vi. To fulfil the responsibilities/duties of the employee and the employer as detailed in the OSH Act, 2007.

17.2 Responsibility of the Employer

- i. The University shall ensure the safety, health and welfare of all employees at their workplace.
- ii. The University shall:
 - a) Provide and maintain plants, systems and procedures of work that are safe and without risks to health.
 - b) Ensure safety and absence of risks to health in connection with the use, handling, storage and transport of articles and substances.
 - c) Provide such information, instruction, training and supervision as is necessary to ensure the safety and health at work of every person employed.
 - d) Maintain the workplace in a condition that is safe and without risks to health and provide/maintain means of access and exit that are safe and without such risks to health.
 - e) Inform all employees of:

- 1) Any risks from new technologies;
 - 2) Imminent danger;
 - 3) Ensure that every employee participates in the application and review of safety and health measures.
- iii. The University shall carry out appropriate risk assessments in relation to the safety and health of persons employed and, on the basis of these results, adopt preventive and protective measures to ensure that under all conditions of their intended use, all chemicals, machinery, equipment, tools and process under the control of the occupier are safe and without risk to health and comply with the requirements of safety and health provisions in the OSH Act, 2007.
 - iv. The University shall send a copy of a report of risk assessment carried out under this section to the area occupational safety and health officer.
 - v. The University shall take immediate steps to stop any operation or activity where there is an imminent and serious danger to safety and health and to evacuate all persons employed as appropriate.
 - vi. It is the duty of the University to register its workplace. [Is this sufficiently clear? Register it with who?]
 - vii. Except in such cases as may be prescribed, the University shall:
 - a) Prepare and implement an OSH policy with respect to the safety and health at workplace.
 - b) Bring the OSH policy and any revisions thereof to the notice of all its employees.

17.3 Responsibility of Employees

- i Employees shall be responsible and shall take reasonable care of themselves, their colleagues and anyone else whom their activities may affect.
- ii Employees shall at all times wear or use any protective equipment/clothing provided by the employer for purposes of preventing risks.
- iii All employees shall be expected to:
 - a) Adhere to the health and safety regulations, employing safe working practices and following set instructions/guidelines at all times.
 - b) Use tools, materials and equipment safely and in accordance with training and instructions.

- c) Immediately report to immediate supervisors any risk, hazard or shortcomings that may affect health and safety at the workplace.
- d) Work in accordance with the general safety procedures in the University.

17.4 Health Awareness and Lifestyle Changes

The University shall make concerted efforts to empower staff to take control of health awareness and lifestyle changes, and to improve their health through preventive activities.

17.5 Occupational Safety and Health Committee

- i. The University shall have an Occupational, Safety and Health Committee (OSHC) headed by DVC (AFP).
- ii. Members of the OSHC shall comprise DVC (AFP), Registrar (HCA), CMO, Chief Security Officer, Public Health Officer (PHO), Legal Officer, Chief Finance Officer, Estates Manager and employee union representative.

17.6 Emergency Preparedness

- i. The University shall put in place measures to prevent and mitigate against emergencies.
- ii. The University shall have a Disaster Preparedness and Response Office (DPRO).
- iii. The duties of the DPRO shall be as provided for in the OSH Act, 2007.

17.7 Fire Precautions

- i. The University shall ensure that fire protection facilities are provided in all its buildings and that they are adequate and maintained.
- ii. The University shall enforce all necessary fire precaution measures.
- iii. The University shall provide advice on all matters concerning fire prevention, fighting, protection and demonstration in all its premises.
- iv. The University shall ensure that all buildings are fitted with fire-fighting equipment and shall be responsible for the subsequent replacement of portable equipment and provision of refill for such equipment.
- v. Fire prevention and protection in buildings leased to the University shall be the responsibility of the University.
- vi. The University shall ensure that any means of escape from a building shall be kept clear of any obstruction which would make it difficult for occupants of the building to escape in case of fire.

- vii. No hazardous or highly inflammable materials shall be stored in buildings without the approval of the DPRO.
- viii. Positions of fire-fighting equipment shall not be interfered with nor shall fire-fighting equipment such as reels and extinguishers be used for purposes other than fire-fighting.
- ix. Fire assembly points shall be provided and designated in all premises of the University.

17.8 Notification of Fires

- i. All fires shall be reported to the DPRO immediately they are noticed.
- ii. The buildings affected shall be guarded and no evidence shall be interfered with until investigations are over.
- iii. An emergency hot line shall be provided and availed to all staff residing within and without the University.

17.9 Medical Examination

The University shall ensure that all officers working in hazardous occupations undergo periodic medical examination in accordance with the OSH Act, 2007.

17.10 Provision of Protective Equipment and Clothing, and Vaccinations

- i. The University shall ensure that all employees in any process involving exposure to wetness or to any injurious or offensive substances are provided with adequate, effective and suitable protective clothing and appliances.
- ii. The University shall provide vaccinations to staff exposed to hazardous materials or processes as defined by the OSH Act, 2007.

17.11 Waste Disposal

The University shall develop and implement disposal policies on e-Waste, Biological and Laboratory wastes.

17.12 Safe Use of Potentially Dangerous Equipment and Materials

- i. The University shall ensure that all plants, including hoists and lifts, steam boilers, other equipment and pressure vessels, are properly maintained and that they undergo the statutory examinations as per the OSH Act, 2007.
- ii. The DCPO shall ensure all Local Purchase Orders for hazardous materials contain a requirement for the delivery of the respective Material Safety Data Sheet.

- iii. The Registrar (HCA) shall provide employees handling or disposing hazardous material with Personal Protective Equipment to avoid contacts.
- iv. The Estates Manager shall supply segregation bins for temporary storage of hazardous waste at source to avoid contamination of the environment.
- v. The Estates Manager shall ensure construction of a facility for disposal of hazardous waste from the environment.
- vi. The Estates Manager and Chief Technologists (CTs) shall ensure all areas where hazardous materials are stored are prominently labelled and secured to avoid pollution.
- vii. The DVC (AFP) shall ensure that the Environmental Impact Assessments and Environmental Audits for sections using hazardous material are conducted.
- viii. The Estates Manager, the Public Health Officer (PHO) and CTs shall develop and erect notice boards for warning, with cautionary statements for hazardous wastes as follows:
 - a) The words “WARNING” or “CAUTION”;
 - b) The word “POISON” (marked indelibly in red on a contrasting background);
 - c) The words “DANGER! KEEP AWAY FROM”;
 - d) The statement “UNAUTHORIZED PERSONS not allowed”;
 - e) A pictogram of skull and crossbones;
 - f) A statement of first aid measures, including the antidote when inhaled, ingested or dermal contact and a direction that a physician must be contacted immediately.
- ix. The PHO and CTs shall incinerate the hazardous waste as prescribed in the third schedule of EMCA Waste Management Regulations, 2006.

17.13 Compensation to Employees in Case of Injury, Disease or Death

- i. The University shall compensate employees for accidents and occupational diseases, arising out of and occurring in the course of employment as per the provisions of The Work Injury Benefits Act (WIBA), 2007 and the Group Personal Accident (GPA) Scheme.

- ii. Occurrences/incidences of accidents and occupational diseases, arising out of and in the course of employment shall be reported to the Registrar (HCA) within forty eight (48) hours.

17.14 Reporting of Work Place Accident, Injury, Serious Illness or Death

- i The procedure for reporting a workplace accident or development on an occupational disease resulting in death or injury to an employee shall be as per WIBA, 2007.
- ii Where such an accident occurs, the affected employee or the supervisor (in case of death or total incapacitation) to whom the employee directly reports to shall make a claim for compensation as per the OSH Act, 2007.
- iii Approval and distribution of compensation shall be done as per the OSH Act, 2007.
- iv Where an employee or employer is not satisfied with the amount of compensation computed, s/he may raise an objection to the Director of Occupational Safety and Health Services or appeal to the Industrial Court.

17.15 Compensation Payable during Sick Leave under WIBA

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

17.16 Source of Compensation Funds

The University shall provide funds to meet the compensation of employees who are injured, develop occupational diseases or die in the course of their employment.

17.17 Group Personal Accident/WIBA Policy

- i. The GPA Scheme covers permanent bodily injury or death arising from bodily injury caused solely by violent external visible means and provided such death occurs not later than six (6) calendar months after the accident.
- ii. The benefits payable under the GPA and WIBA are as provided below:

Cover	Benefit
Death under GPA	5 years Basic Salary
Death under WIBA	8 years Gross Salary (basic salary + regular allowances)
Permanent Total Disability under GPA	5 years basic salary x percentage awarded

Permanent Total Disability under WIBA	8 Years (basic salary + house allowance) x percentage awarded
Partial Disability under GPA Partial Disability under WIBA	As provided for in law

- iii. The University shall provide to its employees all necessary information regarding the scope, details on conditions and procedures for compensation and benefits payable under GPA Scheme.

17.18 Health and Safety for Persons with Disabilities

- i. The University shall on occasion make special arrangements to ensure that a person’s impairment, or any effect of it, does not increase risk either for themselves or for others.
- ii. When the OSHC conduct risk assessments for staff with disabilities, consideration shall be given to the provision and review of any reasonable adjustments as outlined in the Disability Act, 2012, and in consideration of the requirements of Article 10 (2) b, and Article 54 (1) b, of The Constitution of Kenya, 2010.
- iii. In case of emergency, particular attention shall be directed to evacuation of the PWDs, such as the lame, wheelchair users and those with sensory loss.

CHAPTER EIGHTEEN
MANAGEMENT OF RECORDS, INFORMATION AND COMMUNICATION
TECHNOLOGY

18.1 Objective

To ensure compliance with the Public Archives and Documentation Service Act, Cap 19, 1965 (Revised 2003) and the Egerton University Records Management and Archives Policy, 2012.

18.2 Management Systems and Procedures

- i. There shall be a Records Management and Archives Centre which shall be responsible for records management activities in the University, including the planning and implementation of a manual or automated records management system.
- ii. All University records shall be handled with appropriate care so that they remain authentic, reliable, secure and confidential.
- iii. The University records shall be preserved in secure and reliable record keeping systems to prevent unauthorized access, alteration, damage or removal.
- iv. University records and Information shall be credible, accurate, relevant, reliable and verifiable.
- v. University records shall be domiciled at the relevant registry section/office.
- vi. A documents movement book shall be maintained at the registry section for ease of tracking documents and records.

18.3 Creation/Opening of Files

- i. Files shall be opened and maintained for proper management of documents and records.
- ii. Files shall be properly named, dated and folioed.

18.4 Management of Employee Files/Records

- i. Employee files and electronic records shall be managed at the Human Capital Records and Registry Section and at Departments.
- ii. File movements shall be controlled and monitored using a file movement book that shall be maintained at the Human Capital Records and Registry Section.

- iii. Any information concerning employees and/or transactions shall be stored in the employee file.
- iv. Electronic communication shall be stored in the University database domiciled at the ICT Department.
- v. Electronic, hard copy and braille records are subject to statutory and regulatory requirements.
- vi. To maintain integrity, accuracy and authenticity of electronic records, the University shall ensure:
 - a. Employees who handle electronic records are trained in the management of electronic records.
 - b. Provision of authorized access to and maintenance of electronic records.
 - c. Integrity and confidentiality of electronic records is maintained.
 - d. Practical strategies are taken for the long-term preservation of electronic records in view of technological obsolescence in collaboration with the ICT Department.

18.5 Records Contained in Employees' Files

The following records shall be contained in employees' personal files:

- i. Duly signed letter of offer of appointment.
- ii. Certified copies of academic and professional certificates, National Identity Card or Passport, birth certificate of self and birth certificate/adoption certificate of children, marriage certificate/an affidavit (if married), KRA PIN, NSSF card and NHIF card.
- iii. Clearance certificates from: KRA, EACC, any recognized CRB [What is CRB? Please decipher.] organization, HELB and Directorate of Criminal Investigations (Certificate of Good Conduct).
- iv. Medical report, coloured passport size photograph, curriculum vitae and initial wealth declaration in prescribed PSC wealth declaration form.
- v. Duly filled and signed employment form.
- vi. Duly endorsed employee movement form.
- vii. Duly filled and signed employee next of kin form.

- viii. All communications on matters involving the specific employee.

18.6 Classification of Files

- i. Employee files (Academic Staff, and Administrative, Technical and Support staff) shall be maintained in the Human Capital Registry Section and at Departments.
- ii. Members of UMB and the Senate files shall be maintained at the Vice-Chancellor's office.
- iii. Correspondence files shall be domiciled in the user departments.

18.7 Management of Casual Workers' Records

- i. Engagement of casual workers shall be guided by the Employment Act, 2007.
- ii. Casual workers' records shall be maintained at the user departments.
- iii. The Registrar (HCA) shall consolidate all monthly casual data for payment and remittance of statutory deductions.
- iv. The casual workers' records shall be in both hard and soft copies.
- v. Casual workers' records shall contain the following information:
 - a. Name;
 - b. National Identity Card Number;
 - c. Wage dates per day;
 - d. Gross pay per month;
 - e. NHIF number and rates;
 - f. NSSF number and rates;
 - g. KRA PIN;
 - h. Contact details (Postal, cell phone and e-mail).
- vi. Casual workers' wages shall be consolidated and processed by the 9th of every month.
- vii. Casual worker's wages shall be paid as per gazetted minimum wage guidelines from time to time.

18.8 Records Storage, Maintenance and Disposal

- i. Storage and maintenance of all records shall be domiciled at the relevant user departments as per the records disposal schedules in the Egerton University Record Management and Archives Policy, records policy and relevant government circulars.

- ii. All employees handling records shall be expected to be conversant with the Egerton University Record Management and Archives Policy.
- iii. Disposal of documents and records shall be done in accordance with the Records Disposal Act, 2020.

18.9 Human Resource Management Information System (HRMIS)

- i. The University shall have in place a HRMIS system for its HUMAN RESOURCE functions.
- ii. The HRMIS shall generate analytical information on organizational data useful for HUMAN RESOURCE functions and decision-making.

18.10 System Access Rights and Information

- i. Employees shall be given access rights as per the ICT and Communications Policy.
- ii. Employees shall be given access to relevant information upon request.
- iii. Employees on suspension may be given access to relevant information upon request.

18.11 Security

- i. Documents and records both in hard and soft copies shall be safeguarded from destruction by fire and other risks.
- ii. Backing up of all records shall be done by the employee, at the unit and at the institutional levels in collaboration with the ICT Department.
- iii. Egerton University shall protect its Documents and Records in all formats against:
 - a. Unauthorized access;
 - b. Unauthorized removal from their place of custody;
 - c. Leakage of information;
 - d. Mishandling;
 - e. Malicious damage;
 - f. Exposure to physical, biological and chemical damage;
 - g. Technological obsolescence;
 - h. Alteration, manipulation and loss.
- iv. Security status/restrictions on staff records shall be reviewed periodically to determine the need for additional control measures or for de-classification of information.

- v. Designated employees shall be required to familiarize themselves with the University Records Management and Archives Policy, 2012.
- vi. Designated employees if found in contravention of the rules shall be denied access rights to the University systems and face disciplinary action as per the University disciplinary mechanisms.
- vii. On vacation of office, designated staff shall hand over the official records in their possession to the accounting officer/CEO or any other officer officially designated by the CEO.

18.12 Data and Systems Protection

Information and Communication Technology (ICT) refers to the use of digital technologies to process, store, and exchange information. It includes tools and applications such as computers, smart phones, internet, social media, email, and software.

18.12.1 Responsibility of the University

The University shall:

- i Strive to attract and retain high quality ICT employees.
- ii Develop a business continuity policy to enforce risk management through assessment, preparedness, response and recovery.
- iii Develop a Data Protection Policy to standardize, monitor use and manage data.
- iv Vet staff working in ICT Department to ensure compliance with the Policy, confidentiality and efficiency in data handling and protection.
- v Constitute an ICT Management Committee to provide leadership and coordination of its ICT Policy.

18.12.2 Responsibility of the ICT Department

The ICT department shall:

- vi Provide guidelines for the conditions of acceptance and the appropriate use of the computing and networking resources provided for use by academic, professional and support staff and students of the University.
- vii Ensure that ICT resources are used in an appropriate fashion, and support the University's Mission and institutional objectives.
- viii Encourage users to understand their own rights and responsibility for protecting the University ICT resources.

- ix Sensitize employees on the consequences of the inappropriate use of ICT resources.
- x Safeguard confidential information stored on University systems from unauthorized access.
- xi Protect the privacy and integrity of data stored on the University network as per the Data Protection Act.
- xii Ensure that official permission is sought from the Vice-Chancellor to view and alter confidential information and limited sharing with the authorized stakeholders.
- xiii Implement the Data Protection and Business Continuity Plan to ensure compliance with data protection regulation.
- xiv Implement the ICT Disaster Recovery and Business Continuity Plan processes by providing preventive measures, recovery strategies and technical considerations in case of system disruptions.
- xv Provide centralized storage facility for all user departments to store and back up official data.
- xvi Backup and recovery documentation shall be reviewed and updated daily to account for new technology, business changes and migration of applications to alternative platforms.
- xvii Update of anti-virus software on an annual basis and maintain an information security plan.

18.12.3 Employee Interaction with the System

- i. All employees shall have and shall use corporate e-mail addresses.
- ii. When e-mails are used for personal purposes, users shall make it clear that they are expressing their personal views and not those of the University.
- iii. An employee shall be considered guilty of abusing the e-mail policy at any given time if they:
 - a) Use their corporate e-mail address for illegal, disreputable and unethical reasons.
 - b) Send unauthorized e-mails to groups without seeking permission from the Vice-Chancellor.

- c) Spam co-workers and third party intentionally, send out offensive and discriminatory messages.
- d) Sign up for any service offered by competitors without authorization.
- iv. Employees shall protect the University resources from cyber-attacks and prevent it [What does “it” refer to?] from being used as a platform to create external cyber-attacks.
- v. Users with selected privileges shall be allowed to access intranet application software of the University.
- vi. Authorized employees shall not share system rights.
- vii. The University shall continuously train employees to ensure compliance with relevant changes in the Law.
- viii. All employees shall ensure that official or personal computers and laptops used to perform official work are protected to reduce risks.

18.12.4 Data Handlers – Vetting, Sanctions in Case of Abuse of Rights

- i. The ICT Department shall have the right to view or investigate any user account for the purpose of compliance with the ICT usage policy.
- ii. The ICT Department shall disclose to the Vice-Chancellor the findings of any breach of ICT usage.
- iii. The ICT Department may in their own discretion perform background scan of the network for viruses, intrusion attacks and system vulnerabilities. It may also inspect the files in computers connected to the network for evidence of breach.
- iv. While every care shall be taken to provide proper service with computing facilities, the University disclaims all liability whatsoever for any loss of data, cost [What does “cost” refer to?] including non-deliveries, misuse, quality of information, resources received or transmitted on corporate personal account without proper authorization.
- v. ICT data handlers shall not use University data for commercial purposes unless they are authorized by the Vice-Chancellor.
- vi. Policy Breaches: Anyone who breaches these policies and guidelines shall be subject to any or all of the following actions:

- a) Suspension of the University internet account/access.
- b) Referral of the case to the Vice-Chancellor along with supporting evidence for disciplinary action.
- c) Investigation of the case by the Vice-Chancellor who may initiate criminal investigation according to the Cyber Crime Act.

18.13 Telephone Access

- i. The University shall maintain an appropriate telephone system.
- ii. Employees shall use telephone facilities in a prudent and wise manner and limit its usage to official purposes only.
- iii. The University shall vest responsibility of using the same in members of staff but with mechanisms to check on excesses.

18.14 Records Management and Archives Advisory Committee (RMAAC)

- i. There shall be a Records Management and Archives Advisory Committee (RMAAC) domiciled in the Division of Administration, Finance and Planning.
- ii. The Composition of the Committee shall include:
 - a) DVC (AFP) – Chairperson;
 - b) Registrar (HCA) – Secretary;
 - c) University Librarian;
 - d) Records Manager;
 - e) Registrar (AA);
 - f) Director (R&E);
 - g) Manager ICT;
 - h) Legal Officer;
 - i) Chief Finance Officer;
 - j) CMO;
 - k) Chief Procurement Officer.

CHAPTER NINETEEN

HUMAN RESOURCE MANAGEMENT INFORMATION SYSTEM (HRMIS)

19.1 Objectives

- i To consolidate and store employees' data through automation of manual and repetitive Human Resource tasks.
- ii To provide accurate, timely and up-to-date reports for decision making such as effective planning of the workforce.
- iii To streamline operational, managerial and executive support processes.
- iv To improve the productivity, efficiency and effectiveness in the achievement of the University's core mandate.
- v. To bring about transparency in the Human Resource administration process.
- vi. To improve employee satisfaction by delivering Human Resource services more quickly and accurately.
- vii. To provide a comprehensive database that enables connectivity across units and activities so as to increase the speed of information transactions.

19.2 Staff Establishment

- i. Staff establishment is the sum total of all staff positions within the categories of Human Resource provided for in the Charter, required for the effective operation of the University.
- ii. Each academic programme in the University shall be supported by an adequate number of full-time academic staff.
- iii. The appropriate lecturer to student ratio for each course shall be as provided for and reviewed by the Commission for University Education (CUE) from time to time.
- iv. The appropriate number of academic staff to Administrative/support staff shall be provided for and reviewed by the CUE from time to time.
- v. The ratio of full-time to part-time to academic staff members shall be as provided for and reviewed by the (CUE) from time to time. (See Annex II).
- vi. The University shall from time to time revise staff establishment as provided for in the CUE guidelines.

19.3 Staff Movement Advice

- i. The Staff Movement Advice (SMA) is a management tool used to maintain accurate and easily retrievable records, keep track of the staff movement process, provide staff history and improve efficiency.
- ii. Employees shall be required to fill SMA upon new appointment, return from leaves, transfer and upon exit from University service.
- iii. The form shall be accessible to staff online from the staff portal.
- iv. The procedure for filling a staff movement form [“staff movement form” or SMA? Are they different? Please harmonise throughout.] shall be as follows:
 - a) The employees shall fill the staff movement form attached to their letter of appointment/transfer/leave/exit.
 - b) The form shall be endorsed/approved by the Chair/Head of Department.
 - c) The Chair/Head of Department shall forward the form to the Registrar (HCA).
 - d) An employee returning from unpaid leave, sabbatical leave, leave of absence and study leave shall write a letter of intention to resume duty attaching relevant documentation to the Vice-Chancellor.
 - e) Once approval has been given, the employee shall receive official communication from the Registrar (HCA).

19.4 Payroll Processing Module System (PPMS)

- i. This is a comprehensive module for processing payroll related transactions which include:
 - a) Automated payments;
 - b) Time transactions;
 - c) Retroactive pay;
 - d) Automated pay check [Do you mean “cheque”? If yes, please use this British spelling throughout.] cancellations;
 - e) Balance adjustment;
 - f) Maintaining payroll history which can be reviewed online;
 - g) Producing test payrolls for auditing before the real payroll is processed;
 - h) Processing automatic check cancellations for up to 24 months;
 - i) Processing overpayment recoveries;
 - j) Processing multiple payments and deductions.

- k) Calculating leave payoffs;
 - l) Allowing balance adjustments;
 - m) Accommodating direct deposit of an employee's net pay and electronic transfer of vendor payments;
 - n) Calculating pay rates by standard or actual hours worked;
 - o) Using multiple data entry screens for employee positive time and leave reporting.
- ii. This system shall be domiciled with the Registrar (HCA), who shall endeavour to integrate PPMS with other modules and with the Financial Management System (FMS) and the Student Management System (SMS) as follows:
- a) To interact with FMS for budget tracking, financial controls, vendor payments, and banking.
 - b) To interact with the Leave Accounting module in PPMS by automatically posting leave transactions that affect gross pay from a leave posting screen.
 - c) To interact with the Employee Maintenance module in PPMS by updating the employee job screens with payroll information.
 - d) To interact with the Employee Contracts module in PPMS, the SMS, and the Employee Maintenance module in PPMS by calculating and printing part-time Faculty contracts and to update employee job screens.

CHAPTER TWENTY

EXIT FROM SERVICE

20.1 Objectives

- i. To ensure that employee exits are carried out as per the Law.
- ii. To ensure that exit reports provide feedback to the University.
- iii. To enhance Human Resource exit good practices.
- iv. To improve the work environment and motivate employees.

20.2 Forms of Exits

Employees may exit from the University due to the following:

- i. Resignation;
- ii. Termination of service;
- iii. Expiry of contract;
- iv. Retirement;
- v. Dismissal;
- vi. Death.

20.2.1 Resignation

- i. An employee may terminate his/her appointment by giving appropriate notice as provided for in the Terms of Service and/or the respective Recognition Agreements.
- ii. An employee (on Permanent and Pensionable Terms or on Contract) may pay salary equivalent to the notice period in lieu of such notice as provided for in the Terms of Service and/or the respective Recognition Agreements.
- iii. On resignation, an employee is required to settle any outstanding liabilities to the University.
- iv. An employee who resigns from service may use his/her earned leave days to cover part or all of the required period of notice by seeking approval to commit the leave days.
- v. An employee who resigns while undergoing disciplinary proceedings, is advised that his/her resignation does not negate the disciplinary process and that provisions of Chapter 14 section 14.3 (xvii and xviii) of this Manual shall apply.

20.2.2. Termination of Appointment

- i. The services of an employee may be terminated on the following grounds:

- a) Indiscipline;
 - b) Non-renewal of contract;
 - c) Non-confirmation of appointment;
 - d) Good Cause;
 - e) Restructuring/Redundancy;
 - f) Medical Grounds.
- ii. Termination shall be done by the Vice-Chancellor in accordance with the provisions of the employee's agreement or by giving appropriate period of notice or basic salary in lieu of notice.

20.2.3 Retirement

- i. An employee may retire through the following ways:
 - a) Upon attaining mandatory retirement age;
 - b) On medical grounds;
 - c) Early retirement;
 - d) Public interest.
- ii. The procedure for retirement is as provided for in the relevant Recognition Agreements.
- iii. An employee exiting service shall undergo counselling and guidance.
- iv. An employee who is due for retirement shall be entitled, in addition to his/her annual leave, 30 working days leave pending retirement.
- v. The leave shall be taken a month preceding retirement otherwise it shall be forfeited.
- vi. The University shall pay all outstanding dues to the employee before exit from service subject to clearance from the University.
- vii. Pensions and NSSF benefits relating to the employee shall be paid subject to the provisions of the Retirement Benefits Act No.3 of 1997, Laws of Kenya.

20.2.4. Early Retirement/Early Retirement on Medical Grounds

- i. An employee may take early retirement on attaining fifty (50) years in accordance with Retirement Benefits Act No.3 of 1997, Laws of Kenya.
- ii. An employee may be retired on medical grounds upon recommendation by the University Medical Board. ["the University Medical Board" implies that this is a

permanent body. Is this correct? I think not. A Medical Board is constituted for a specific occasion. If this is true, then the text should read “a University Medical Board.]

20.2.5. Mandatory Retirement

- i. An employee shall be retired on 1st July of the year on which his/her birthday falls upon attaining mandatory retirement age.
- ii. The mandatory retirement age shall be 70 years for Associate Professors and Professors; 65 years for the other Academic Staff in Grades (XI–XIII) and Library Staff in Grade XII and above; 60 years for Senior Administrative Staff in Grade XIV and XV; and 60 years for other Staff in Grades I–XIII or as may be advised through government circulars from time to time.
- iii. A retired employee may be re-engaged on contract appointment subject to availability of a vacancy as guided by the University post-retirement policy.
- iv. There shall be a retirement notice (one year) before the retirement date communicated by the Registrar (HCA).

20.3. Termination of Appointment on Medical Grounds

- i. Where an employee is unfit for continued service due to ill health, the employee may be considered for retirement on medical grounds.
- ii. The University Medical Board [See note above on “the University Medical Board”.] shall forward a report and recommendation to the Registrar (HCA) within a period of one (1) month after appearance of the employee before the board.

20.4. Summary Dismissal

An employee may be summarily dismissed following termination of appointment arising out of disciplinary proceedings as per the Employment Act, 2007 (Laws of Kenya) and the relevant Recognition Agreements.

20.5 Restructuring/Redundancy

An employee may be retired either on the abolition or restructuring of the office.

20.6 Removal for Good Cause

When in the opinion of the Vice-Chancellor there has been good cause, an employee may be suspended on no salary in case of a serious offence or interdicted on half salary pending

investigations into an alleged offence by a member of staff under these terms of service within thirty (30) calendar days. The cases shall be referred to the relevant Disciplinary Committees, where appropriate action shall be taken.

20.7 Handing-over Report

- i. Employees leaving the University for whatever reasons shall submit a handing-over report counter-signed by the officer to whom the duties are being handed over or by the immediate supervisor and copied to the Registrar (HCA).
- ii. The handing-over report shall cover all pending assignments, equipment, passwords, assets and any information that belong to the University.
- iii. Employees exiting the University shall submit a Clearance Form that has been signed by all Heads of Departments, Faculties, Sections and Units to clear the staff of any liabilities.
- iv. An employee who fails to prepare a handing-over report shall not be cleared by the University until such is done.
- v. The University shall take legal recourse against an employee who unprocedurally exits service.

20.8 Demise in Service

- i. Upon the death of an employee the legal beneficiary(s) shall be paid death gratuity and other outstanding dues.
- ii. The employee (deceased) pension and/or NSSF benefits shall be paid in accordance with the RBA and NSSF Acts.
- iii. The University shall provide transport to ferry body and mourners to the burial place as per the relevant Recognition Agreements.

20.9 Certificate of Service

- i. Upon exit of an employee, the University shall give a Certificate of Service.
- ii. The certificate shall state the name of the employer, name of employee, dates of commencement of employment, the nature and usual place of employment, the date when the employment of the employees ceased and any other relevant information.
- iii. The employee shall be issued with the certificate upon clearance from the University.

- iv. On request, a testimonial or confidential reference shall be issued by the Vice-Chancellor.
- v. Testimonials and letters of commendation may be awarded to employees by supervisors as a motivation for exemplary service.

20.10 Exit Interviews

- i. All employees exiting the University shall be required to complete an Exit Interview Form.
- ii. The Registrar (HCA) shall conduct an oral exit interview.
- iii. The DVC (AFP) or the Vice-Chancellor shall conduct oral exit interviews for staff in Grades XV and above.
- iv. The University shall monitor staff satisfaction levels through the exit interview forms.

20.11 Declaration of Income, Assets and Liabilities on Exit

An employee shall submit a declaration of income, assets and liabilities of self, spouse(s) and dependent children under eighteen (18) years of age to the University as part of clearance from the University.

INFORMATION SOURCES

1. Collective Bargaining Agreements 2013-2017
2. The Constitution of Kenya, 2010
3. Egerton University (2008) Terms and Conditions of Service
4. Egerton University (2010) Egerton University Career Progression Guidelines (Schemes of Service).
5. Egerton University (2012) Appointment and Promotion Criteria for Academic and Research Fellows
6. Egerton University Statutes (2023)
7. Egerton University (2014) Code of Conduct and Ethics Policy.
8. Egerton University (2016) Policy on Disability.
9. Egerton University (2018) Human Capital and Administration Manual
10. Egerton University Intellectual Property Rights Policy
11. Egerton University Quality Management Systems Procedures, 2018
12. Egerton University Records Management and Archives Policy (2012)
13. Egerton University Staff Workload Policy (2019)
14. Environment Management and Coordination Act Cap 387 (2012)
15. Kenya Law Reports (2003; Revised 2009) The Public Officer Ethics Act Chapter 183
16. National Environment Management Act (2019).
17. Occupation Health and Safety Act (2007)
18. Procurement and Disposal Act (2015)
19. Public Collections Act. (Cap. 106).
20. Public Service Commission (2016) Human Resource Policies and Procedures Manual for the Public Service.
21. Records Disposal Act Cap 14 Revised Edition 2020 [1962]
22. Retirement Benefits Act Cap 197 (Revised edition 2012).
23. The Bribery Act (2016)
24. The National Council for Law Reporting (2012) Laws of Kenya: Employment Act Chapter 226 Revised Edition 2012 [2007]
25. The National Council for Law Reporting (2012) Laws of Kenya: Employment Act Chapter 226 Revised Edition 2012 [2007]
26. The Children Act (2022)

27. The National Social Security Fund Act (2013)
28. The Records and Archives Management Act (2002)
29. UASU CBA 2012-2013, KUSU CBA 2012-2013 and KUDHEIHA CBA 2012-2013
30. Work Injuries and Benefits Act (2007)

ANNEX I: STAFF EXIT SURVEY FORM

EGERTON



UNIVERSITY

HUMAN CAPITAL DEPARTMENT

STAFF EXIT/SURVEY FORM

N.B This form should be completed in triplicate on the day of exit and distributed as follows:

Original - Registrar (Human Capital, Administration & Planning)

Duplicate - Retained by the Department

Triplicate - To the member of staff concerned

PART I

To: REGISTRAR (HUMAN CAPITAL, ADMINISTRATION & PLANNING)

Name: _____

PR/No. _____

Designation: _____

Department: _____

Date of Appointment: _____

Date of Birth: _____

PART II

Date of Exit: _____

Reason for Exit: _____

Basic salary on Exit: _____

PART III

- What made you start looking for a new job?.....
- How was your relationship with your supervisor?
- Were you given the tools needed to carry out your job?.....
- How would you suggest your job be changed in the future?
- How was your work/life balance during your time here?
- Did you like working here?

- Were you provided with clear objectives at the department?
- What can we do better as an organization?

PART IV

Comment from HOD:

Signature: _____ Date _____

PART V: For Official Use only

Action by Office of Registrar (HCA)

Action to be taken: _____

Authorized by: _____

(Name)

Signature _____ Date _____

ANNEX II: RECOMMENDED RATIO OF FULL-TIME TO PART-TIME ACADEMIC STAFF

The Commission for University Education recommends that the ratio of full-time to part-time academic staff members shall be 2:1;

ANNEX III: ACCIDENT NOTIFICATION FORM (DOSH 1)

Mol/DOSH/ 1 (Revised 2011)

REPUBLIC OF KENYA

DIRECTORATE OF OCCUPATIONAL SAFETY AND HEALTH SERVICES

NOTICE BY EMPLOYER OF AN OCCUPATIONAL ACCIDENT/DISEASE OF AN EMPLOYEE

PART 1

1. Employer/Occupier Particulars:-

- (i) Name of employer/Occupier EGERTON UNIVERISTY.....
- (ii) WIBA *registration No.....OSHA *Registration No.....
- (iii)Full Address P.O. Box 536 EGERTON.....
- (iv)Physical Location...NJORO..... (iv) E-Mail address
...egerton@ac.ke.....Tel: 051-2217891/2.....
- (v) Nature of work.....
- (vi)Name and address of Insurance Company which has insured employee against
accident
.....

2. The Injured/sick employee's particular:-

- (i) Name.....Sex.....Age.....
- (ii) Occupation.....
- (iii)Full Address
- (iv) E-Mail Address.....Tel.....
- (v) Identity Card No. *(In case of fatal injury, Death Certificate No.)
- (vi)Home District: Division: Location.....Sub Location:
.....

3. Occupational Accident-

- (i) Date of Accident.....Time:Fatal/Non
Fatal.....
- (ii) Has the worker resumed working Yes/No.....Date of
resumption.....
- (iv) Place where accident took place.....

- (v) What is the injured worker's Occupation.....
 - (vi) What work/duties is the worker employed to undertake.....
 - (vii) What duties was the employee undertaking at the time of the accident?.....
 - (viii) Length of service with the present employer.....
 - (ix) Cause of injury (what caused the injury).....
 - (x) Type of injury.....
 - (xi) Part of Body Injured.....
4. Occupational Disease-Details about the Occupational disease affecting the employee.
- (i) Date of diagnosis of the occupational disease
 - (ii) Name of medical practitioner who made the diagnosis
 - (iii) Date the employer was notified of the disease by the employee or medical practitioners.....
 - (iv) Describe the Cause of the occupational disease.....
5. Total Monthly earning at the date of the Accident/disease:-
- Salary/Wage , KSh.....
 - Allowance paid regularly (including house, medical etc)
 - House Allowance KSh.....
 - Medical Allowance KSh.....
 - Commuting Allowance KSh.....
 - Overtime payment or/and other special remuneration for work done whether by way of bonus otherwise if of constant character and for Work habitually performed KSh.....
 - Total earnings per month KSh.....
 - Total earnings paid to the employee during the period of incapacity KSh.....
6. How much was the total medical bill.....
7. Who paid the medical bills (Employee or Employer)
8. Did employee incur any transport expenses.....If yes how much KSh
- Who paid for it (Employer/Employee)
- Name of Employer or person notifying on behalf of;
- Employer.....Signature.....

Designation.....Date.....

Note:-

1. In the case of injury to an employee involving incapacity for work for three or more consecutive days, it is requested that the employer complete Part 1 in triplicate and then dispatch the forms immediately as hereunder:

One (1) copy:- To the Occupational Health and Safety Officer in charge of the District in which the accident occurred.

Two (2) copies: - To the medical practitioner attending or examining the injured/sick employee.

The forms to be forwarded to the Occupational Health and Safety Officer immediately the doctor completes part II.

2. Please attach any evidence detailing any payment forming part of the employee's total earning that the employee has been paid during the period of temporary disablement when he/she was out of work as a result of the injury.
3. Indicate who had paid for medical bills (employer or employee) and enclose the copies of certified receipts of the medical bills if any.
4. In the case of an occupational accident/disease causing the death of an employee, Part 1 should be completed in duplicate and then dispatch as hereunder:-

One copy: Immediately to the Occupational Health and Safety Officer in charge of the District in which the death occurred.

The other copy together with a copy of the death certificate:- to the Occupational Health and Safety Officer in charge of the County in which the death occurred.

5. The original form should be filled as original on both pages (not carbon copied on one side).

PART 11 (for use by the Medical Practitioner assessing the injured employee's disablement/incapacity)

MEDICAL REPORT

Name of employee.....

Date admitted to hospital.....Discharged.....

In-Patient No.....

Attendance as out-patient from.....to.....

Out-patient No.....

Type of Injury.....or

Type of Occupational Disease.....

Is there a further examination / tests required before final assessment of permanent incapacity can be given?.....If yes ;

a) Which ones.....

.....

b) When?.....

Is there a permanent incapacity?.....*Yes/No If yes please give:

a) Details and nature of permanent incapacity (Incapacity to be clearly/precisely identified and specified showing what function the injured part of the body has lost).....

b) Percentage of permanent incapacity to be indicated in both words and figures (reference must be made to the first and second schedule of the Work Injury Benefit Act No. 13 of 2007. Please note that any assessment that does not conform with the requirement of the first schedule of Work Injury Benefit Act or which does not clearly show the nature of permanent disablement will not be considered for the purpose of calculating compensation).....per cent.

Temporary incapacity: (Duration of absence from work in days, from the date of injury or acquiring occupational disease/or diagnosis of occupational disease to the time of resumption of duty or death.)..... (employee's working days)

Who paid the medical bills (Employee or Employer)

(Enquire from employee)

Name of Medical Practitioner.....KMP &DB No.....

SignatureDate.....Tel.No.....

Name of Hospital/Clinic/Private Practice.....

Address of Hospital/Clinic/Private Practice

PART III

(For official use by Occupational Health and Safety Officer)

Compensation*is/is not being claimed on behalf of the employee/dependents of the deceased employee.

County and Accident Register No.....

Station.....Date.....

.....

Occupational Health and Safety Officer

ANNEX IV: WEALTH DECLARATION FORM

PSC.2b



REPUBLIC OF KENYA

PUBLIC SERVICE COMMISSION OF KENYA

Declaration of Income, Assets & Liabilities (The Public Officer Ethics Act, 2003)

1. Name of the Public Officer

(Surname)

(First Name)

(Other Names)

2. Birth Information

a. Date of Birth:

b. Place of Birth:

3. Marital Status:

4. Address

a. Postal Address:

b. Physical Address:

5. Employment Information

a. Employment No.

b. Designation

c. Name of Employer

d. Nature of Employment (Permanent, Temporary, Contract, etc)

6. Name of Spouse or Spouses

	(Surname)	(First Name)	(Other Names)
(i)	_____	_____	_____
(ii)	_____	_____	_____
(iii)	_____	_____	_____
(iv)	_____	_____	_____
(v)	_____	_____	_____

7. Names of dependent children under the age of 18 years

	(Surname)	(First Name)	(Other Names)
(i)	_____	_____	_____
(ii)	_____	_____	_____
(iii)	_____	_____	_____
(iv)	_____	_____	_____
(v)	_____	_____	_____
(vi)	_____	_____	_____
(vii)	_____	_____	_____
(viii)	_____	_____	_____
(ix)	_____	_____	_____
(x)	_____	_____	_____

d. Liabilities (as of the statement date)

Description	Approximate Amount

9. Other information that may be useful or relevant:

I solemnly declare that the information I have given in this declaration is, to the best of my knowledge, true and complete:

Signature of officer: _____

Date: _____

Witness:

Signature: _____

Name: _____

Address: _____

ANNEX V: STAFF PASSAGE AND BAGGAGE CLAIM FORM



PAYMENT OF PASSAGE AND BAGGAGE ALLOWANCE FORM

- 1.Name:
- 2.Payroll Number:
- 3.Designation:.....
- 4.Grade:
- 5.Department:

(Tick One Option As Appropriate):

I) On Entry (Newly Employed)

II) On Exit (Retiring, Resigned, Etc)

DESCRIPTION	AMOUNT
Passage	
Baggage	
GRAND TOTAL	

FOR: REGISTRAR
HUMAN CAPITAL & ADMINISTRATION **DATE:**

FOR OFFICIAL USE (FINANCE DEPARTMENT):	
Entered by:.....	
Date.....	
Checked by:.....	Date.....
Approved by:.....	Date.....