

**HUBERT KAIRUKI MEMORIAL UNIVERSITY
[HKMU]**

**POLICIES AND PROCEDURES FOR HUMAN RESOURCES
MANAGEMENT**

March, 2021

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1 INTRODUCTION

1.1 Approval Date

This HKMU Human Resources Management Policies and Operational Procedures were approved by the University Council on the 23rd June 2021.

1.2 Policy Statement

HKMU human resources management strategy is founded on the belief that employees are the most important resource for the institution. The performance, survival and growth of the University are dependent on the performance, integrity and well-being of its employees. The University will make every effort to promote an environment where all employees will be work comfortably, safely, motivated and guided to deliver excellent performance.

1.3 Objectives

The objectives of these policies and procedures are to:

- Communicate values and expectations for how things are done at the University.
- Keep the University in compliance with legislation and provide protection against employment claims.
- Help management to make decisions that are consistent, uniform and predictable to protect individuals and the organization from the pressure of expediency.
- Provide information to employees that will guide them on how to conduct themselves, make them understand their rights and obligations, as well as their responsibilities.

1.4 Scope

The Human Resource Management Policies and Procedures apply to all employees of HKMU including those on specific task contracts, volunteers and interns working on specific projects. All employees are expected to read and acquaint themselves with these policies and procedures in order to become effective in their jobs and understand their rights and obligations.

1.5 Responsibility

The Human Resources Management and Administration (HRMA) Manager with the support of management team is responsible for ensuring the policies and procedures contained in this document are applied in a fair and consistent manner. The manager is specifically expected to monitor the implementation of all the policies and procedures contained in this document, initiate review and take a lead in drafting any additional policies and procedures deemed necessary.

1.6 Use of This Policy and Procedures

Employees shall be bound by their individual contracts of employment. In the event of conflict between this policy and any individual contract of employment the terms of the policy shall prevail. All employees are encouraged to contact their managers or the HRMA Manager if they have additional questions or need further clarification of these policies and procedures.

The terms of reference shall be as per letter of appointment, which shall be deemed to have incorporated the provisions contained in the relevant policies and any other applicable regulations.

The University shall make available to every new employee the policies and make interpretations, where applicable, as requested by any employee. It is however, the responsibility of the employee to be familiar with the policies and to ensure that his/her conduct and behaviour is regulated by the terms specified under the appropriate section.

1.7 Application

The provisions contained in these policies are for the information of the employees and guidelines to any member of management who may at a particular time be entrusted with the responsibility of administering employees' affairs.

1.8 Amendment

The University shall have the right to amend this Policy from time to time as circumstances require, including as necessary, in response to any changes to labour related legislation. However, one month's reasonable notice shall be given individually to an Employee who may be adversely affected by any such change in accordance with the conditions of their Contract of Employment. The Policy is by no means exhaustive and may be supplemented by instructions from management team from time to time.

1.9 Content of the Policy Document

This Policy includes human resources policies and procedures on various aspects. The aspects covered are shown below:

Section	HRM Policy Aspect
2	Human Resources Planning
3	Human Resources Recruitment
4	Human Resources Deployment
5	Leave Management
6	Training and Development
7	Performance Appraisal
8	Compensation and Welfare
9	Allowances
10	HIV & AIDS

Section	HRM Policy Aspect
11	Funeral
12	Travel Management
13	Health and Safety
14	Disciplinary and Grievance Handling
15	Employment Termination
16	Retrenchment
17	Retirement Management
18	Non-Discrimination
19	Sexual Harassment
20	Good Governance
21	Uniform and Protective Clothing Policy
23	Alcohol
24	Oath of Secrecy Policy

2 HUMAN RESOURCES PLANNING

Human Resources planning is a process through which it can be ensured that the correct number of employees, of the right kind, in the right place, and at the right time are available to the University for its performance requirements. In the process, a reasonable balance must be struck between the University's needs for quality and productive employees and the employees' needs for personal job and career satisfaction.

HKMU resources planning policies and procedures aim to enable the University to acquire and maintain the desired numbers and quality of staff for carrying out its business.

2.1 Policy Statements

The planning of Human Resources shall be guided by the HKMU Mission, Vision and the adopted strategic objectives, strategies and means of realising the desired targets. The salient HR planning policy statements embraced by the HRM policy are as follows:

- a. HKMU shall ensure establishment and maintenance of an up-to-date and comprehensive Human Resources databank with the assistance of ICT facilities that shall form a basis for all Human Resources management decision-making.
- b. HKMU shall establish and consistently review standard measures of workload for academic, administrative and technical staff and use these as a basis for recruitment, development and compensation.

- c. HKMU shall ensure an objective planning of transfers, job re-categorisations, promotions/demotions as well as the inflow and exit of recruits so as to ensure optimum Human Resources deployment.
- d. HKMU shall establish objective staffing norms for all staff categories as guided by the target guidelines on workloads.
- e. HKMU shall strive to establish optimal staffing ratios on the basis of objective criteria used by universities in the sub-region and internationally in order to ensure effective staff utilisation throughout the year. Acceptable student: staff ratio for humanities is 1:15 science and technology 1:9 and medicine 1:7.
- f. The DVC Planning, Finance and Administration through comparative surveys of remuneration packages of similar organisations and sub-regional universities, shall regularly review the University's remuneration structure.
- g. The DVC Planning, Finance and Administration shall prepare career plans and career development programmes for all jobs in the HKMU job family in order to promote job stability, motivation job satisfaction and improvement of the overall quality of work life.
- h. The DVC Planning, Finance and Administration shall prepare and manage suitable staff succession plans for all staff categories in order to ensure stability of quality performance in HKMU.

2.2 Procedures

- a. The DVC Planning, Finance and Administration shall coordinate the establishment and effective management of HR data bank.
- b. Procedures shall specify ways of determining inflow and exit of Human Resources in order to maintain an optimal balance of required staff all the time.
- c. There shall be written into the terms and conditions of service a procedure for effecting transfers, job re-categorisation, promotions and demotions.
- d. The DVC Planning, Finance and Administration shall establish/develop and maintain relevant ratios/indicators to ensure that appropriate Human Resources mixes are achieved by the Schools and Institutes.
- e. The DVC Planning, Finance and Administration shall co-ordinate the attainment of the appropriate staffing and ensure optimal staff deployment.
- f. The DVC Planning, Finance and Administration shall draw up a career path that allows inter-ladder mobility.

3 HUMAN RESOURCES RECRUITMENT

Recruitment aims at encouraging those applicants who have the skills and qualifications necessary to meet the organisation's needs to apply for employment. Recruitment is a two-way process through which organisations search for potential applicants as well as applicants search for suitable organisations. The following conditions must be met for this meeting between the organisation and the applicant to take place. To remain competitive, HKMU should have an effective recruitment programme to ensure that suitable and qualified applicants are attracted and retained.

3.1 Policy Statements

- a. HKMU is an equal opportunity employer who puts emphasis on competence and qualified talent for appropriate roles while taking into consideration potential for development into other roles within the University. It shall always extend equal opportunity to all individuals without regard to race, religion, colour, gender (including pregnancy, sexual orientation and gender identity), nationality, disability, age, diversity or any other status protected under applicable Tanzanian laws. HKMU policy reflects and affirms the University's commitment to the principles of fair employment and the elimination of all forms of discriminatory practices.
- b. The HKMU recruitment policy stipulates that vacant staff positions where necessary shall in the first instance be filled from its qualified and separable employees, but where circumstances do not allow, recruitment shall be from outside.
- c. The KHEN Board of Directors shall maintain a tradition of advertising all jobs from the VC to the lowest cadre.
- d. HKMU shall facilitate the recruitment of graduates with high scores into the teaching assistants' scheme so as to ensure an in-service training programme capable of sustaining the staff succession programme prevails.
- e. KHEN Board of Directors shall specify appropriate probationary periods for all job positions in order to ensure that staff in possession of the right qualifications, skills, attitude and experience are employed.
- f. Subject to amendment of the labour legislation, the KHEN Board of Directors shall have the right to declare recruitment into any post to be contractual or permanent and pensionable.
- g. Academic members of staff that are appointed to administrative positions will be allowed to pair jobs provided they perform effectively and efficiently in both categories.

- h. Recruitment and retention of expatriates shall be based on HKMU's ability to pay; national laws; and a thorough assessment of the necessity for expatriates in the HKMU employment.
- i. Recruitment process shall always ensure gender equity in the staff at HKMU.
- j. Contemporary professional recruitment practice in universities demand clear specification of the mode of advertisement, clear delineation of modalities for application, the candidates short listing, interviewing, testing and notification of appointment and the appointing authority.
- k. The DVC Planning, Finance and Administration shall be responsible for developing and co-ordinating the recruitment process with the professional support of the HRMA Manager.

3.2 Procedures

Sourcing of Employees

(a) Declaration of Vacancies

The Chairpersons of Departments/Units will inform and recommend through their respective supervisors of any vacancy that has arisen by completing a **Recruitment Requisition Form**, which outlines the Job Profile and whether that position is in the approved establishment and in the budget for the year it is requested. All such requests should in all instances justify why that job needs to be filled.

(b) Authorisation

The DVC Planning, Finance and Administration will have to certify that the position is within the approved establishment and that approved financial provisions have been made in the Budget for the posts prior to recommending to the Vice Chancellor for recruitment authorisation.

(c) Advertisement of Vacant Position

There will be Internal and External Advertisements of Vacant positions. HKMU through an internal advertisement either on staff circular, Notice Board placement, website and social media channels. For External recruitment the Vacancy shall be advertised through Recruitment Agencies, HKMU Website, Newspaper and Social Media Channels.

(d) Short-listing and Selection of Candidates for Interview

Short-listing of prospective candidates who have applied for the vacant position shall be done by the HRMA Department in liaison with the respective Departmental Chairperson /Units. All applications will be evaluated using the person specification for the vacancy. Candidates with the best match will be selected for Interview.

(e) Interviews

Selected candidate will be informed of date and mode of the interview at least seven days before the date of interview. Interviews of the selected candidates shall be done

by the Appointments and Human Resources Management Committee (AHRMC) including its co-opted members. After the interview the committee shall write a report on the outcome of the interview and recommend the most suitable candidate(s) for the position to the Chairperson of KHEN through the Vice Chancellor.

(f) Letters of Appointment

1. All Staff Appointments shall be made by the Vice Chancellor on behalf of KHEN in accordance with the rules laid down in the University Charter. Appointment shall be made by a Letter setting out the principal terms and conditions of service.
2. If the candidate accepts terms and conditions of employment stipulated in the contract of employment, he/she will be required to sign and return to HKMU a copy of the contract as a sign of acceptance one week upon receiving a letter of Appointment.
3. An Employee shall, on first appointment by the University be required to fill in forms of personal particulars, National Social Security Fund and Health Insurance Fund. False information in the Personal Particulars Forms amounts to an offence which shall lead to termination of appointment and even prosecution in court of law.
4. The date of first appointment of a newly appointed employee shall be the date the employee reports to work as stipulated in the contract of employment.
5. Any employee offered appointment by the University shall be given a copy of the Job Description for the post.
6. Prior to issuing an employment contract and its subsequent final approval, The DVC Planning, Finance and Administration must ensure that appropriate References of the respective candidates have been obtained and all certificates have been verified with the respective Institutions.
7. The University shall not appoint a person with any criminal record or who has been convicted of offences involving moral turpitude unless the appointing authority is satisfied that such person has reformed. Where it is established that an employee concealed his criminal record prior to his appointment, his services with the University will be terminated.

(g) Medical Fitness

The offer of appointment given to the successful candidate is provisional subject to successful completion of Medical Fitness Examination to be conducted by a registered Medical Practitioner or University appointed Medical Doctor.

(h) Induction/Orientation

Upon engagement into the HKMU, all new recruits shall undergo an induction or orientation programme to familiarise them with HKMU and understand the work culture, policies and other working conditions as stipulated in the HKMU Employee Guide.

(i) Probation Period

Administrative and Technical Staff: The probation period for all Administrative staff shall be six (6) months and Technical Staff shall be one (1) year. The Purpose of the probation period is to give an opportunity to HKMU to closely assess and monitor an employee's performance, conduct as well as compatibility with HKMU values. During this period employment can be terminate by either party by giving a 28-days' notice or payment of equivalent basic salary in lieu of notice. However, based on the performance of the new recruit, the Chairperson of the Department and School Dean may recommend that the employee be confirmed even before the completion of the 6-month probation period.

The Appointing Authority of HKMU may extend the probation period if the employee's performance, conduct or compatibility has been below expected standards, provided that circumstances justify. It is generally preferable that performance reviews are carried out regularly with the new recruits and where it is evident that the employee is not a suitable candidate for the role he should be terminated as soon as it is possible.

Academic Staff: Academic Staff appointed to established posts in the University for the first time shall serve a probationary period of one year provided that they have not served in similar posts in other recognised institutions of higher learning for an equivalent period of time. On satisfactory completion of the probationary period, the employee shall be confirmed in his/her appointment. During this period, either party can terminate employment by issuing a 28-days' notice during the first six months or one month notice thereafter or payment of equivalent basic salary in lieu of notice. The Vice Chancellor on the recommendation of the Deans of the Schools may extend the probationary period for six months, at the end of which the Appointing Authority shall decide whether or not to confirm the employee on probation The Appointing Authority will be the final Authority for deciding upon the termination of probationary appointment.

(j) Confirmation of Probationary Period

The Chairperson of Department through the relevant School Deans, Directors of Institutes will make a recommendation to the Appointing Authority regarding the confirmation of Employees on probation one month before the expiry of the probationary period. The Appointing Authority will be responsible for the confirmation of the appointments. The Appointing Authority upon justifiable performance and or conduct reasons may extend the period of probation of an employee as may be deemed necessary.

Other conditions prescribed as necessary to be fulfilled prior to the confirmation of an employee shall include:

- i. The passing of prescribed examination or tests.
- ii. The satisfactory completion of certain courses of instruction.
- iii. Any other pre-requisites laid down for any particular Appointment.
- iv. Satisfactory References.
- v. In cases where confirmation is deferred and the probation period is extended, the Employee will not be eligible for increment until the date of his/her confirmation.

(k) Employer's Obligation

HKMU shall inform a probationary employee who is terminated that if the employee disputes the fairness of the termination, he/she has the right to refer the dispute in respect of any applicable provision Employment and Labour Relations Act (2004) or refer the matter to the Commission for Mediation and Arbitration.

4 DEPLOYMENT

The main objective of the deployment function at HKMU is to ensure optimum placement and effective use of the Human Resources.

4.1 Policy statements

- a. Staff deployment shall be based on annual Human Resources deployment plans. This shall ensure that the deployment function is a process of effective implementation of HR deployment plans.
- b. Staff deployment plans shall be based on the terms and conditions of service and the contracts of employment as well as the strategic and operational plans of the University.
- c. Academic staff who are appointed to administrative position will be required to perform effectively and efficiently in both job categories.
- d. As much as possible, retirees shall be deployed to cater for teaching, research and consulting functions of HKMU.
- e. Effective use of all staff shall be ensured at all times using established guidelines workloads. The DVC Planning, Finance and Administration shall co-ordinate the effective use of all staff.
- f. Administrative and technical staff retirees shall only be re-engaged to do jobs where replacement is difficult due to their rare skills.

4.2 Procedures

- a. Staff development plans relevant for each School or Institute shall be used to guide staff deployment. These shall be prepared together with the respective succession plans.
- b. Terms and conditions of service and contracts of employment shall form the basis for staff deployment.
- c. Academic staff deployment will be based on the following average time distribution
 - Teaching 40%,
 - Research 30%,
 - Consultancy 20%,
 - Administration 10%.

- d. The DVC - Planning, Finance and Administration shall co-ordinate the deployment of retirees in Colleges Faculties and Institutes after receiving their requests.
- e. Contract for Specified period of time shall be for a minimum of one year and maximum of five years.
- f. Specific Task Contract shall constitute by engagement for a certain period of time for a specific task. This shall apply to Volunteers, Consultants and Part-time staff.
- g. **Hours of Work:** HKMU official working hours shall be from 08:00 to 17:00 with one-hour lunch break from 12:30 to 13:30 from Monday to Friday.
- h. **Overtime**
 - (i) Whereas in normal business environment, it should not be necessary for an employee to work Overtime, however, employees in certain jobs in the University, due to the exigencies of service, circumstances and nature of the jobs, may be compelled to work Overtime. In such incidences, the employee with permission may be granted Overtime Payment or Time-Off in Lieu to recompense for the period worked. Unless it is absolutely necessary, working Overtime should not be encouraged.
 - (ii) It is the responsibility of the supervisors to ensure that Overtime is only authorised when it is absolutely necessary.
- i. **Gazetted Public Holidays:** Public Holidays shall be observed as gazetted by the government.

5 LEAVE ENTITLEMENT

5.1 Policy Statements

- a. Annual Leave is granted to employees in compliance with Employment and Labour Relations Act No. 6 of 2004 in order to promote healthy workforce at HKMU and enhance good governance. One of the cardinal principles in HKMU is to promote a Work-Life balance amongst employees. Thus, employees are encouraged to utilise their leave entitlement in full and where feasible, without breaking it to endure maximum benefits.
- b. All employees are entitled to take time off with pay for vacation or other personal reasons. The University shall provide eligible employees with sufficient time each year for rest and relaxation as well as for conducting personal business whenever such absences are approved by the DVC Planning, Finance and Administration. The standard procedures for all leave types will include formal application for a leave to be approved by the DVC Planning, Finance and Administration.
- c. The HRMA Manager shall administer the policies on leave.

- d. Managers and their subordinates are required to discuss and agree on annual leave calendar of each respective employee to avoid any disruption of the University's activities. It is the responsibility of the Managers to encourage and ensure that all employees take their earned leave each year.

5.2 Procedures

- a. Managers/Supervisors have the responsibility to ensure compliance on Leave Policy and more so on the following:
 - a. Preparation of Leave Plan/schedule for Employees and staff in their respective Departments.
 - b. Staff do not default in taking up their Leave entitlement
 - c. No pay in lieu of Leave is granted so as to ensure every staff goes on leave.
- b. **Annual Leave:** Employee is entitled to 28-day annual leave. Leave earned during the year must be taken during that year and accumulation of leave should as far as possible be discouraged. Employees shall be entitled leave upon being confirmed in the job or after six-month' probation period.
- c. **Annual Leave Accumulation:** The 28-Day Annual Leave earned during the leave cycle must be taken during that cycle unless taken on special considerations. The HRMA Manager shall ensure employees take their annual Leave; shall draw Leave Schedules for their respective employees at each beginning of the year. It is further recommended that Leave is taken in whole and not piece-meal but where exigencies of service demand, then leave can be broken up into appropriate segments.
- d. **Paid Leave:** Employees proceeding on Annual leave shall continue to be paid their Salaries.
- e. **Study and Examination Leave:**
 - (i) Leave of absence without loss of salary may be granted to employee for purpose of Studying or Sitting for Examinations recognised by HKMU. An employee may be granted Leave of absence to undertake a course of study either within or outside Tanzania.
 - (ii) Applications for Study Leave shall set out in detail with regards to the course of study; proposed duration of leave requested; and the financial assistance sought. The application shall be sent to Deputy Vice Chancellor Planning, Finance and Administration in the case of Administrative staff, Deputy Vice Chancellor - Academics Affairs, the Dean(s) of Schools and the Chairperson of the Department concerned, on the grounds of the value of the proposed study to the individual and the University. The decision of the University Management on such application shall be final unless otherwise instructed by Council on grounds of appeal.

(iii) The actual duration of such leave may, however, be varied at the discretion of the Appointments and Human Resources Management Committee (AHRMC) or its delegate in individual cases.

f. **Special Leave:** Special Leave shall be granted on the following considerations:

(i) *Events:* Employees of any category selected to represent their Regions as competitors or recognised team officials at National and International sporting events may, subject to the exigencies of the service, be granted leave necessary to participate in these events. Such leave will be on full pay and will not count against normal Leave, but will however, carry no entitlement to transport privileges or allowance.

(ii) *Conferences, Seminars and other Activities:* Officers selected to attend conferences, seminars, or other activities sponsored by recognised official organisations may, subject to the exigencies of the service, be granted special leave of absence to enable them to attend the conferences, seminars, etc. Such leave will be on full pay and will not count against ordinary leave entitlement, transport privileges or allowances.

g. **Expatriate Staff Leave Terms:** The leave rate for staff on expatriate terms shall be according to the terms and condition of their individualized contracts.

h. **Sick Leave:**

The Vice Chancellor, on the recommendation of Medical Report of an Employee's sickness, may approve the absence of an Employee from duty on account of illness and this absence will be regarded as "Sick Leave".

(i). The absence from duty on account of illness must be supported by a certificate from a registered Medical Practitioner

(ii). f For a member of staff with less than one year's service the period of sick leave on full pay will be restricted to one half of basic salary earned during his/her active service.

i. **Extension of Leave on Medical Grounds**

(i). An employee who falls ill during his/her leave and is unable to resume duty on the expiry of such leave, will report to the Vice Chancellor and forward a medical evidence from his/her medical attendant stating the nature of illness and if possible, its probable duration. The Vice Chancellor may therefore grant additional leave (which will be sick leave).

(ii). No extension of leave on medical grounds will be granted to an employee who has proceeded on leave pending retirement or termination of service.

j. **Compassionate Leave**

- (i). The Vice Chancellor may approve the maximum of two weeks leave in the event of death of one of the staff's family members. For purpose of this regulation, the staff's family members are limited to spouse, child, parent, grandparent, grandchild or sibling only.
- (ii). The Vice Chancellor may grant to an employee leave of absence to attend to some urgent matters and such leave will be deducted from the employee's annual leave eligibility in line with leave cycle.

k. Maternity Leave: A paid Maternity Leave of 84 days is granted to female staff regardless of their marriage status who give birth to one child and 100 days to a staff who gives birth to more than one child at once. The expected female employee is required to give a notice to her Supervisor 3 months in advance of when leave is to be taken supported by medical certificate. This Leave is granted once within a leave cycle of three years. Furthermore, the female staff is entitled to two (2) hours every day for six (6) months for breast feeding.

l. Paternity Leave:

Male employees are granted a Paternity Leave of up to 3 days paid Leave and shall be taken within 7 days of a birth of a child to assist spouse upon presentation of documentary evidence to that effect.

m. Sabbatical Leave:

A member of Academic Staff on contract may be granted Sabbatical Leave in accordance with the following rules:

- i. The concerned School must approve candidates eligible for Sabbatical Leave. For eligibility a member must have completed at least four years of service after his/her PhD or equivalent. The final approval of a Sabbatical leave rests on the Vice Chancellor.
- ii. Departments, which have more than one member eligible for a Sabbatical Leave, will determine the order in which such members can take Sabbaticals, provided that teaching will not suffer as a result of these arrangements.
- iii. Individuals will be required to present satisfactory study/work programmes to their departments before the Appointments Committee can be requested to approve.
- iv. In any case, Sabbaticals shall be taken at a time suitable for the candidate and the University.
- v. As regards to financial arrangements, each case will be treated according to the conditions of the programme. For example, where a member will receive full pay from a donor, he/she will be regarded absent without pay and donor terms and conditions will apply. In the absence of external funding, a staff member will receive his/her full pay and allowances from the University but on the following conditions:

1. For Sabbaticals which do not exceed 12 months, the member will receive 100% of his/her Salary and Allowances related to Duty attendance.
2. Where a Sabbatical exceeds 12 months, the rate of Salary and allowances pay will be 90%, i.e., there will be a deduction of 10%. However, the allowable time extension is a maximum of three [3] months.
3. Where Sabbaticals involve substantial financial need for research funds, the normal procedures for applying research funds will be followed.
4. Priority will be given to candidates planning their Sabbaticals within the country.

n. Recall from Leave

- i.** The Vice Chancellor may require a member of staff to return from leave before the end of his/her leave entitlement. When a member of staff serving on local leave terms is recalled before the end of his/her annual leave, he/she will be allowed to carry forward the unspent portion of leave within the two-year leave cycle only.
- ii.** Leave period will be inclusive of Sundays, Public Holidays, and travelling time. Sick and convalescent leave with pay will be on leave earning.
- iii.** Where an Employee eligible for Annual Leave will not be returning for further service owing to resignation, retirement, termination of appointment other than by dismissal, he/she will be granted proportionate leave as at the date of cessation of duty calculated at his/her annual leave rate in respect of the complete months of his/her last leave earning.
- iv.** Employees engaged on teaching duties will normally be permitted to take their leave only during University vacations.

6 TRAINING AND DEVELOPMENT

HKMU supports and is committed to the promotion and encouragement of staff development. It interprets staff development, including training, as being any activity, which is designed to help staff become more effective at work by improving, advancing and refining their knowledge, skills, attitudes, and experience. It includes attendance of courses, visits, secondments, exchanges, technical skills updating, formal study, mentoring and other types of activities, which meet the performance needs of staff and the demand of the university.

Staff development at HKMU shall be guided by established training needs and will be a continuous process/experience, requiring investment by the individual, Departments, Schools, the University, so that staff and the institution can acquire and utilize new techniques and technologies in order to better meet new performance demands. It recognizes that the efficient and effective functioning of the university is improved considerably by staff development activities. Effective staff development brings together both collective and individual benefits. These include enhanced motivation, higher standards of work performance, enhanced standards of teaching,

research, services to the community, and administration. It also leads to development of common approaches to management skills; cross fertilization of ideas; effective management of change; encouragement of team spirit; increased motivation and job satisfaction for the individual. All these are important pre-requisites for the achievement of the university's objectives.

All full-time employees are eligible for training and development. Interns and volunteers may be invited to specific training programmes when working on projects where new knowledge and skills are required to accomplish set targets.

6.1 Policy statements

HKMU shall:

- a. Foster a culture of continuously improving staff knowledge, experience, skills, and attitudes among its staff to meet the changing demands of their jobs. Training and development shall be viewed as worthwhile, necessary and continuous investment for HKMU as directed by deployment and new skills requirements.
- b. Conduct annual training needs assessment for all staff cadres as a basis for the design of clear training programmes.
- c. DVC Planning, Finance and Administration shall co-ordinate the HKMU-wide training and development programme for Senior staff in Schools and major Departments and Units. The HRMA Manager will support the DVC by developing, maintaining, monitoring and implementing this policy.
- d. DVC Planning, Finance and Administration shall prepare appropriate guidelines and co-ordinate the evaluation of training and development programmes carried out by Schools and Institutes in order to ensure that the performance deficiencies on which the training and development programmes were based are overcome.

6.2 Procedures

6.2.1 Coordination of Planning and Budgeting for Staff Development

- a. The DVC - Planning, Finance and Administration working jointly with DVC Academic shall be responsible for maintaining and updating the status of staff training and development plans.
- b. The DVC –Planning, Finance and Administration working jointly with DVC Academic shall be responsible for the co-ordination of training needs assessment and to ensure that the results of the assessment form a basis of constructing the University training and development programme on an annual basis.

- c. The DVC - Planning, Finance and Administration working jointly with DVC Academic shall be responsible for the co-ordination of the preparation of the HR training and development budget for all HKMU units.
- d. The DVC Planning, Finance and Administration working jointly with DVC Academic shall be responsible for assisting Schools Deans, Directors of Institutes and Heads of Major Departments and Units in sourcing of resources for approved staff training and development plans.

6.2.2 Short Term Training (Courses/Seminar Fees)

- a. The University shall meet the costs for Course or Seminar which impact directly on employee work performance, subject to availability of funds. However, the University Management shall encourage and give guidance/counselling to staff to apply for external fellowships and funding.
- b. The Vice Chancellor, in consultation with Chairpersons of departments and Deans of Schools and Director, reserves the right to determine who should attend various courses, seminars or conferences and accordingly authorise reimbursement or payment of fees, travel, accommodation and incidental expenses.
- c. The training needs of each employee are identified on an annual basis at the end of the performance appraisal cycles in the Individual Learning Plan (ILP) (see Performance management policy).
- d. All training must take place within the contractual period of the employment. Probationary employees are only eligible for certain kinds of training.
- e. *Preparing annual departmental and University short-term training plans:* The HRMA Manager is tasked with extracting the training requirements from ILPs and consolidate them into an annual training plan for each department. These departmental training plans should then be consolidated to produce an annual short-term training plan and budget for the University.

6.2.3 Overseas Training Scholarships

- a. The Management of the University may decide that specialised training be given to its employee in countries other than Tanzania under full or partial sponsorship or cost sharing.
- b. Overseas training must be procured through HKMU and shall only be awarded to confirmed employees of the University and who shall be citizens of Tanzania.

6.2.4 Bonding

An employee selected for training within and outside Tanzania shall be required to give a written undertaking, prior to his departure, stating that on completion of his

studies he will be bound to work for the University for a minimum period of five years if the course lasts for more than one year, or for a minimum period of three years if the course is less than a year, but more than 3 months.

6.2.5 Salary Payment Policy Applicable for Staff on Training

- a. While staff pursues his/her short- or long-term training programme under Donor Sponsorship [local or foreign], the Donor Terms and Conditions shall prevail. HKMU will continue to pay Salary.
- b. If staff on any HKMU approved course/study programme irrespective of sponsorship source, decides on his/her own and without reasonable cause and/or approval of the University management and the host University, to extend his/her period of study, automatically salary and employment related allowances payment shall cease.
- c. If staff is on HKMU sponsorship for any approved Course/Training Programme (local or foreign), he/she shall continue to be paid his/her salary and employment related allowances.
- d. Any staff attending an approved Course /Study Programme, (local/overseas by Internal/External sponsorship), he shall be deemed to be on paid study leave and shall not suffer any disadvantage, emoluments deductions, etc. save for statutory requirements.

6.2.6 Obligation of an Employee during and on Completion of Studies and sanctions for non-completion.

- a. An employee shall be required to pursue his course of study diligently and within the time-frame stipulated at the commencement of such course. Under no circumstances shall an employee be allowed to continue their studies after failure to complete one particular section in two consecutive academic years. In such a failure, the employee will be re-called from such studies on poor performance and sponsorship terminated.
- b. The employee shall be under obligation to return and work for the University on completion of his studies. If the employee fails to return within a month after the completion of studies, or upon recall, all allowances and/or salary shall be stopped and will be required to refund all expenses incurred on his behalf during the period of his training.

6.2.7 Maintenance and other Allowances

- a. The University shall normally not pay maintenance or subsistence allowance if the donor /sponsor provide for the employee's subsistence. Where, however, the employee's subsistence allowance provided by the sponsor is less than what is provided by the University standard, the employee concerned may be paid the difference subject to availability of funds.

- b. Maintenance allowance shall be paid to the employee from the date of arrival at an institution within Tanzania, East Africa, or overseas, and the employee shall be responsible for meeting from his maintenance allowance all day to day living expenses. Such expenses shall include the cost of accommodation at the place of study and other incidental expenses.
- c. The following expenditure shall be met by the University where it is not being paid by donors:
 - (i). All local transport and travelling to and from the airport of departure and on arrival in Tanzania as well as costs for medical examination and travel documents.
 - (ii). Economy class air passages to and from the country in which the course is held.
 - (iii). All overseas transport and travel necessary in connection with the employee's training (other than daily transport between lodging and the employee's normal place of study).
 - (iv). All course fees including registration, admission, tuition, examination and similar fees.

6.2.8 Approved Staff Training by Correspondence and Part-time Courses

The University encourages employees of the University to enrol for job related courses either on full-time, part-time, or by way of correspondence. However, such training programmes must be approved by the University before commencement. In this case the University may consider reimbursement of full costs of tuition of the course and examination fees on receipt of a pass notification by the employee examining body in any or all courses from recognized examination authorities. Proof of enrolment is a receipt for payment of tuition fees, regular participation per rules to be confirmed by the respective institutions.

6.2.9 Discretionary Powers of Vice Chancellor:

The Vice Chancellor may at his/her discretion authorize financial assistance to Employees in connection with training relevant to work, subject to reporting to the Council on all such authorizations.

7 PERFORMANCE APPRAISAL

Performance appraisal provides an opportunity for the organisation to assess the performance of its Human Resources. This exercise generates information on the basis of which important HRM decisions can be taken and provides feedback for the enhancement of the performance of employees.

7.1 Policy statements

- a. All staff (managerial, administrative, academic and supervisory) employed by the HUBERT KAIRUKI MEMORIAL UNIVERSITY and are in receipt of a monthly salary shall be appraised with appropriate instruments

- b. The University will evaluate each employee's job-related strengths and developmental needs with a view to improve each individual performance and subsequently the institution's overall performance. This evaluation will be done through Individual Performance Appraisal (IPA), which will be carried out once per year. Throughout the performance management process, the University holds up the values of non-discrimination and transparency. The purpose of the appraisal will be:
- To measure individual employee's performance, this will form basis for a reward and personnel movement
 - To measure team performance, this will form basis for a team reward.
 - To identify training needs by exposing inadequacies and deficiencies that could be remedied through training and to develop individual employees by offering advice, information or praise.
 - To help the employee and supervisor learn more about each other, their problems and needs and how their aspirations are being fulfilled by the job.
 - To assist employee increase his motivation by discovering the satisfying and less satisfying aspects of the job.
 - To provide the employee with an opportunity to discuss with the supervisor concerns, any suggestions in relation to their job or the University in general
 - Agree future objectives
- c. The instruments to be used for evaluating performance of different staff categories shall be developed by the DVC - Planning, Finance and Administration based on the job descriptions and Terms and Conditions of Service.
- d. The appraisal exercise shall be preceded and followed by appraisal seminars with HKMU management and staff.
- e. After the appraisal exercise, the appraisal results should be discussed in an appraisal interview between the appraisee and his/her immediate superior for feedback.
- f. The process of appraisal for all staff categories shall be transparent to both the appraiser and the appraisee.
- g. Staff members shall have the right to raise objections against the manner of appraisal or its outcomes.
- h. VC, DVCs, Deans, Directors and Associate Deans and Directors shall be annually appraised by the University Council based on their respective annual performance agreements.
- i. All Chairpersons of Academic Departments shall be annually appraised by the respective School/Institute Boards.

- j. The appraisal of performance for academic staff shall be based on the job description, terms and conditions of service and the following average functional time input distribution in the four prime areas:
- Teaching 40%
 - Research 30%
 - Consulting 20%
 - Administration 10%
- k. All other staff members in the Schools, Institutes and Departments shall be appraised annually by the respective School or Institute boards.
- l. Employees on contracts with HKMU shall have a continuous assessment throughout the year. It is the individual objectives agreed for the year that shall be used to evaluate employees' performance based on the following rating categories:
- | | |
|---|--------------------|
| A | Exceptional |
| B | Exceed Expectation |
| C | Meets Expectation |
| D | Below Expectation |
| E | Under-performing |
- m. To ensure objectivity, fairness and consistency, members of the appraisal team must sign their full names on the evaluation form so that coordinators of the appraisal exercise can corroborate inconsistent information and unfair grading. Similarly, the appraisee should be given access to the full appraisal report and a right of appeal in case of unfair appraisal.
- n. The DVC Planning, Finance and Administration shall coordinate and develop guidelines for handling the decisions emanating from the appraisal exercises carried out in all Schools, Institutes, Major Departments and Major Units.

7.2 Procedures

7.2.1 Accountability

- a. In order to make this evaluation more effective and realistic, the conversations between employees and Supervisor should be continuous throughout the year culminating into the year end for summarisation of the year evaluation.
- b. The Planning and Tracking of the performance discussions together with initiating these conversations is shared responsibility between the Employee and the Supervisor.

7.2.2 Performance Monitoring & Appraisal

- a. The Chairpersons of Departments, Deans of Schools, Directors of Institutes or Vice Chancellor must appraise members of staff continuously through the year. This review will afford staff an opportunity of discussing their progress

and give the institution administration an opportunity of commenting on the staff work performance and conduct to the Appointments and Human Resources Management Committee. Any criticism of his/her work should be made known to the member of staff concerned and he/she, in turn should be:

- b. Able to discuss frankly to the interviewing officer. Notice of such review will be given to a member of staff in advance so that he/she shall have ample time to consider what he/she wishes to say.
- c. The aim of these regular staff reviews shall be to enable HKMU maintain performance standards by promoting meritorious staff members, while warning or where necessary, terminating the appointment of those who fall below the standards required or expected in a reputable institution of higher learning.
- d. There shall be a specific performance management form which will be used in setting up annual goals as well as semi and annual performance appraisals.

7.2.3 Employee Categorisation

The following shall constitute different categories of posts in HKMU and their respective Job Profiles.

Academic Staff

The Academic staffs of the University are:

- a. Professors/Research Professors/Professors Emeritus.
- b. Associate Professors/ Associate Research Professors.
- c. Senior Lecturers/Senior Research Fellows/Senior Librarians.
- d. Lecturers/Research Fellows/Librarians.
- e. Assistant Lecturers/Assistant Research Fellows/Assistant Librarians.
- f. Tutorial Assistants.
- g. All other members of staff of the University who are engaged wholly or partly in teaching or research in any school, institute, the University Library or centre or directorate, other than associate colleges, schools, institutes, centres and directorates, as shall be designated as academic staff by the Council on the advice or recommendation of the Senate.

Non-Academic Staff

The Non-Academic staff of the University are:

- a. The Deputy Vice Chancellor for Planning, Finance and Administration.
- b. Directors other than Directors of Institutes, the University Library, Centres or Directorates and Directors who are otherwise substantially holders of academic posts
- c. The Dean of Students.
- d. The Corporate Counsel.
- e. The Bursar.
- f. Heads of Technical and Administrative Departments.
- g. All other officers and employees of the University who are not members of the academic staff.

7.2.4 Developing a performance agreement

- a. At the beginning of the year all direct supervisors shall have one-to-one meetings with their employees to set objectives with them for the upcoming year. The objectives shall be derived from:
 - The University strategy, goals and key performance indicators (KPIs).
 - The specific job requirements, KPIs and expected outputs.
 - The employee's aspirations (provided they are relevant).
- b. The objectives shall be specific, measurable, achievable, realistic and time bound (SMART). In addition, they should facilitate the employee's job growth. These will be outlined in an annual performance agreement (as the format issued by the University), which will outline the job functions and targets for the upcoming year.

7.2.5 Continuous performance appraisal

- a. The appraiser and appraisee should schedule meetings regularly throughout the year to provide feedback and coaching on performance on tasks assigned. This will also enable the appraisee to be informed of strengths and weaknesses and have an opportunity to improve areas before the end of the year appraisal. During these meetings the Ongoing Performance Evaluation Form should be completed and signed off.
- b. Appraisers shall keep a diary/file to record actual events and discussions that illustrate effective and ineffective behaviour of the employees as they occur. The employees shall anticipate that their performance is constantly being appraised and appraisal interview shall therefore be a conclusion of issues already discussed in the course of the review period. Feedback is the right of each employee, hence, the need to implement open communication between the appraiser and the appraisee.

7.2.6 End of year performance appraisal

- a. The annual appraisal meeting will take place during week three and four of November each year.
- b. The annual performance review will entail completing the Individual Performance Appraisal Form.
- c. The appraisal results shall be forwarded to the HRMA Manager in week one of December. The Manager shall compile the results and forward a summary to the DVC Planning, Finance and Administration in week two of December.
- d. A feedback session should be held with the appraisee to provide feedback on the result of the annual appraisal. A copy of the yearly staff Appraisal report for each staff dully signed by the Officer supervising him and the Chairman of the Appointments and Human Resources Management Committee shall be provided to the staff through his direct supervisor at least five days before setting objectives for the next period of review.

7.2.7 Identifying training needs

A key output of performance appraisal process is to identify key areas of development/training for the employee. Every Employee is required to have an

individual learning plan (ILP) that is prepared at the end of the formal performance review. These plans should form a key part of the skills development planning process. There should be a clear link between the appraisal results and the ILP. ILPs provide the opportunity for Supervisors and Employees to jointly identify training and development needs in order to improve the ability and performance of the Employee in their current job but also to enable Employees to take on wider responsibilities and extend their capacity to undertake a broader role where appropriate. Where applicable it should also contribute to enhancing the potential of individuals to carry out higher-level jobs and hence enhancing career progression. This plan therefore contributes to the achievement of continuous development of Employees within the University. The Supervisors are encouraged to use informal/on the job training in addition to formal training courses when preparing the learning plan.

7.2.8 Performance and reward

- a. Recommendations for annual performance increment are to be based on an evaluation of the employee's/group's overall performance, taking into consideration their progress and application since the previous review.
- b. The principle behind the University performance management and appraisal system is to reward the most deserving employee. The system is therefore designed to permit employees to be rewarded variable increments based on performance ratings. The recognition and reward policy provide more guidance on how reward and performance are linked.

8 COMPENSATION AND WELFARE

8.1 Policy statements

- a. HKMU shall induce all its employees to perform to their most and best through creation of an enabling working environment and an attractive system of compensation. It thus acknowledges the importance of motivating employees that are a key asset to the organization. It also realizes the importance of rewarding and recognizing employees who are performing well by going the extra mile, committed to the organization and exhibiting key organization values and behaviours. The objective is to value and retain highly skilled, highly performing staff by offering competitive reward and recognition.
- b. The KHEN Board of Directors as the employer of Academic and Senior Administrative staff shall strive to create an enabling environment to enable its employees to optimise performance. The HKMU employees shall be expected to in turn reciprocate by excelling in performance.
- c. HKMU shall continuously look for innovative ways of motivating all employees at all levels to improve their performance, and to maintain deliberate efforts of enhancing job satisfaction and quality of work life among HKMU employees. The employees shall in turn be expected to reciprocate by working hard and

enabling the University to excel in the pursuit of its Mission i.e. teaching, research and consultancy.

- d. The DVC PFA shall develop procedures for acknowledging and rewarding outstanding performance. The KHEN Board shall ensure that the entire university management encourages and promotes innovation as well as maintenance of high morale among all its staff.
- e. Compensation is a process of determining and paying a fair and adequate salary, benefits and incentive package to employees following generally established principles governing HRM in a free market economy in return for work well done.
- f. The KHEN Board of Directors shall be responsible to include adequate salaries, benefits and other incentives in the contract of employment of academic and Senior Administrative staff.
- g. Salaries shall be determined using scientific criteria for fair compensation of various staff categories at the universities. Attributes such as level of knowledge, skills possessed, ability, responsibilities, experience, complexity of tasks to be performed and working environment are some of the elements to be considered.
- h. The DVC - Planning, Finance and Administration shall establish guidelines for revision of pay packages in order to determine and maintain wages and salaries that are fair and adequate.
- i. The compensation policy of HKMU shall reflect the labour market and the external equity rates prevailing in the external market; The KHEN Board of Directors shall pay its employees' wages comparable to other institutions of similar status in Tanzania and the sub-region.
- j. Performance and retention of all employees shall correspond to compensation paid.

8.2 Procedures

8.2.1 Salaries

Salary will be paid according to the terms and conditions stipulated in the employment contract. The University has presented separately an approved salary structure that will be reviewed from time to time.

8.2.2 Statutory Deductions

HKMU in compliance with the legislations shall be making statutory deductions from employee's taxable Salary. These deductions include the following:

i. Pension Funds

The Employee of the University shall contribute 10% Gross salary to the Social Security Fund and the Employer shall contribute 10% of Employees Gross Salary as provided for in the law.

ii. PAYE

Employee's salary shall be subjected to Pay-as-You-Earn (PAYE) deduction as per Income Tax Act.

iii. Other Deductions

Other deductions may include HESLB, SACCOS, Bank loans, Salary Advance, Laptop loans and others as applicable.

8.2.3 Payment of Salary

- a. The Salaries of all Employees will normally be paid at the end of each month.
- b. Under special consideration Salary Advance may be granted to a member of Staff on first appointment or as per University Financial Policy.

8.2.4 Annual Salary Increment

- a. Salary increment shall be effected in February each year when permissible.
- b. Increments will be granted on the dates when they fall due and they will accordingly be paid automatically unless the Bursar has received instructions to the contrary from the Vice Chancellor, or unless the employee has reached the top of his/her scale.

8.2.5 Proficiency Bars

The University Council may introduce a proficiency bar into any salary scale(s), which it considers desirable, and with the prior consent of the KHEN Board of Directors.

8.2.6 Medical Benefits

i. Medical Treatment

The employee including his/her spouse and up to four dependants will be entitled to medical services under the National Health Insurance Fund (NHIF) scheme. As a member of NHIF an employee must fill in the NHIF form to cover medical care services which provide for Health Insurance benefit for NHIF members. To that effect an employee is required to submit a properly filled NHIF form and two passport size photographs for each person. An employee will contribute 2% of the Basic Salary for this insurance scheme and the employer will contribute 4%.

ii. Medical Examination Claim in Respect of injury

Workers Compensation Fund on behalf of HKMU shall provide compensation for employees injured or incapacitated in the course of employment. Whereas the following are some incidents in which an employee or dependants of the employee may seek compensation:

- i. An accident resulting in the employee's temporary or permanent disability or death.
- ii. An accident in the course of conveyance of an employee to and from a place of employment for the purpose of the employment.
- iii. Accidents occurring during trainings authorised by the employer as per the Act.
- iv. Contracting of occupational diseases as provided for in the Third Schedule to the Act or any other such diseases.
- v. Contracting occupational diseases or injury while carrying out an assignment of the employer outside Tanzania.

The following is a summary of the steps to be taken by the employee in order to claim and receive compensation:

- i. An employee or any person on behalf of the employee to give written or verbal notice to an employer as soon as possible after an accident has occurred. The limitation period for lodging a claim under the Act is 12 months from the date of the accident or death.
- ii. The employer subsequently, shall, within seven days after receiving a notice of an accident from the employee or having learned in some other way, report the accident to the Vice Chancellor in a prescribed form given in the Appendices.
- iii. The Vice Chancellor shall make an inquiry of the claim upon receiving notice from the employer or third party.
- iv. The Vice Chancellor may request the particulars of the claim to be furnished by the employer or employee. Failure of the employer to comply within 21 days commits an offence. Whereas, the Vice Chancellor may dismiss a claim where the employee fails to furnish the particulars within six months.
- v. The Vice Chancellor may either carry out an inquiry or hold a formal hearing.
- vi. The compensation to be provided will be determined as per the Act.

It shall be noted that, the employer shall not deduct from the earnings of an employee any amount or receive any amount from the employee to compensate the employer directly or indirectly for any amount which the employer is liable to pay under the Act. This also includes the cost of medical aid.

9 ALLOWANCES

HKMU shall pay the following allowances whose details are provided in a separate University document:

- i. Allowances for various participatory organs of the University (KHEN Board of Directors and Sub-Committees, Council and Sub-Committees, Senate and Sub-Committees, and Faculty/School Boards).
- ii. Acting Allowances.
- iii. Responsibility Allowances.
- iv. Extra Duty Allowances.
- v. Class/Programme Coordination Allowances.
- vi. Travel Allowances.
- vii. Off Pocket Allowances.
- viii. Per Diem/Half per Diem.
- ix. Honoraria (Special Task)- Need to have a proposal to consolidate HKMU Allowance packages, Examination /Registration/Stock Taking/ Budget preparation.
- x. Transport Allowance.
- xi. Fuel Allowances.
- xii. Communication Allowance.

10 HIV POLICY

The **HIV Policy** is aimed at reducing new infections at HKMU thereby minimising its impact at workplace and also establishing supportive arrangements for staff, together with their immediate families, who have HIV infection. HKMU shall give all employees a fair and equitable chance for employment, promotion and other benefits irrespective of their HIV status.

10.1 Objectives:

In pursuit of the aforementioned policy, HKMU shall ensure the following:

- a. Employees living with HIV infection at HKMU are not discriminated at workplace.
- b. Providing continuous education and awareness on HIV at HKMU.
- c. Provision for anti-retroviral drugs to employee, partner and children who are infected.
- d. Non-tolerance for any action that could be seen to stigmatise employees living with HIV.
- e. Promoting any action that could help to minimise transmission of HIV including free supply of protective gear and counseling services to staff.

10.2 Scope:

This policy shall be applied to all employees at HKMU irrespective of their ranks and authority. The implementation of the policy is a shared responsibility between the employee and HKMU.

a. Pre-Employment Testing

HKMU shall not compel employee to undertake HIV test as a pre-condition for his employment with HKMU. However, any employee wishing to undertake HIV testing shall have to undergo both pre- and post-testing counselling to mitigate potential challenges upon receipt of results.

b. Confidentiality

Strict confidentiality shall be adhered to with regard to any information willingly shared by self on the HIV status and/ or their dependants, and HKMU shall commit not to share that privileged information with anyone without the written consent of the person.

11 FUNERAL POLICY

HKMU grants paid compassionate leave to eligible employees when a death occurs in an employee's immediate family. The University also allows eligible employees to use accrued annual leave to attend observances or conduct personal business related to the death of friends or family members who are not in the employee's immediate family.

- a. The Employment and Labour Relations Act, 2004 recognizes 4 days paid compassionate leave for the employee who has lost a member in the family. However, the employer may grant a maximum of 7 days in Dar es Salaam, 14 days up country and overseas. If additional time is required, the employee may request leave without pay subject to the provisions of this policy, depending on the circumstances, and such days shall be deducted from the employee's leave balance.
- b. For the purpose of this policy, immediate family shall include the employee's spouse, parents, children, grandparents, grandchildren and siblings.
- c. All employees who are currently on the payroll shall be eligible to use compassionate leave.
- d. An employee [must] promptly notify the immediate supervisor and the Human Resource and Administration Office regarding the use of compassionate leave through normal leave application form on the departure and return dates so that adequate job coverage can be arranged during the employee's absence.
- e. In the event of death of an employee outside Dar es Salaam for work related matters the body shall be transported to the place of burial as agreed with the deceased family.
- f. In the event of death of an employee's Spouse or Child, the employee whose employment has been confirmed shall be entitled to condolence contribution amounting to TZS 1,250,000 and Employees participation in the funeral services including burial day.

- g. In the event of death of an employee's parent (father or mother), the employee whose employment has been confirmed shall be entitled to condolence contribution of TZS 1,000,000 and Employees participation in the funeral services including burial day.
- h. Transport provided by the University (upon availability) to ease transport requirements when burial service is held in Dar es Salaam.
- i. In the event that the employee dies, the following shall be considered without discrimination such as cadre, gender, race, age and denomination, etc.
- j. HKMU shall fully participate in the funeral when the incident happens in Dar es Salaam.
- k. Condolence contribution of TZS 1,450,000 amounting to Food, Wreath and Coffin, Burial grave, Shroud, Mortuary services and Transport.
- l. On top of condolence contribution, the family of the deceased will be given a gross salary of two (2) consecutive months from the month of death of Staff.
- m. The aforementioned services shall apply when burial service is held in Dar es Salaam in close consultation and collaboration with the deceased family members.
- n. On paying last respects, all academic staff shall wear their professional attires (e.g., academic gowns) in case the deceased is a senior member (Associate Professor or Professor) of teaching staff.
- o. HKMU shall prepare and read a brief history of the deceased in consultation with the deceased family members.
- p. HKMU shall provide guidance on the payment of the deceased benefits /entitlements to the appointed member of the family or (next of kin)
- q. In case burial service is held upcountry, HKMU shall provide transport to the village and shall appoint at least three officials to escort the family. The appointed members of staff shall be facilitated as per University policy and procedures.

12 TRAVEL MANAGEMENT

12.1 Policy Statement

HKMU will pay travel allowance to any employee that is required to spend a night on duty out of his/her designated duty either within or outside Tanzania. Business travel includes work related assignments, training, attending meeting or conference and other activities approved by the Vice Chancellor. The travel allowance is based on the number of nights spent outside duty station.

The HRMA Manager shall be responsible in ensuring all employees adhere to the policy and procedures. Managers shall have the following specific responsibilities:

- Monitor and control employees travel.
- Enforce retirement of travel expenses within the prescribed period.
- Review travel expenses retirement based on this policy.
- Take appropriate disciplinary action against any employee who abuses the system or fails to adhere to the retirement procedures.

12.2 Procedure

12.2.1 Travel Arrangement:

- All travel arrangements are to be made through the HRMA Manager.
- For all travel arrangements a travel request form must be prepared by the employee and be approved by the relevant Manager prior to the actual date of departure.
- The HRMA Department will only issue tickets after receiving the signed off travel request form.
- The Vice Chancellor must approve travel requests for all Managers
- Employees will travel on economy class.
- The Vice Chancellor must approve all travel outside the country.
- Any unused tickets should be returned to the HRMA Department for refund or to offset future travel arrangements.

12.2.2 Per Diem:

HKMU shall pay per diem for in-country travel based on the approved rates for travels within Tanzania that will be issued/updated from time to time. The rate of per diem for travel outside Tanzania will be based on the prevailing Government rates.

12.2.3 Local Transport hire for business activities

- Hiring of transport must have prior approval of the Vice Chancellor (this is indicated in the Travel Requisition Form).
- Local transport costs incurred will be refunded against official receipt (authenticity of receipt to be certified by the Bursar).

12.2.4 Transfer Cost

The cost for transfer from airport, railway station and bus stop to and from hotel shall be pre-determined and paid as an imprest to be retired after the travel. In case an employee is dropped and/or picked up by either HKMU's or Organizers/hosts' vehicle no claim shall be made related to transfer cost.

12.2.5 Miscellaneous Expenses

Any additional business expenses that are not categorised above should be listed under miscellaneous expenses and documented with all pertinent supporting documents to substantiate the expense.

12.2.6 Excluded Expenses

The University will not reimburse the following expenses:

- Fines for traffic violations.

- Passport renewals, new passport or replacement passports for the employee's principal passport.
- Donations
- Purchase of clothing
- Insurance of personal property or flight insurance
- Membership of travel clubs, airline clubs or discount clubs
- Loss of cash advanced money
- Recreational events or personal activities while travelling on business
- Loss of personal property (clothes, jewellery, etc).
- Personal grooming items
- Cash or equivalent left unattended or exposed at the time of the loss
- Personal property used as furnishings of the employee's workplace
- Cost of any personal subscriptions to magazines, clubs, etc.

12.2.7 Payment procedures:

The per diem shall be paid to employee before departure.

- Payment will be made after submitting a completed travel requisition form, duly signed by the employee's Manager or if deemed necessary by the Vice Chancellor.
- Payment for extended stay will be made after receiving extension of stay requisition form duly signed by the employee's Manager and Bursar.

12.2.8 Retirement procedures

- This should be done within seven (7) days after the employee returns to his/her designated duty station.
- In case where any employee spent fewer days than those approved on his/her Travel Requisition Form for whatever reasons he/she will be required to make retirement of the amount not spent.
- If any employee spent more days than those approved at the time of departure (with prior approval of the extension of stay) he/she will be entitled to claim the cash amount spent for the extra overnight stay.
- If the organizers of any training/workshop/meeting/conference paid all or any part of the costs that the employee was given money for, the employee must refund the University the amount of the money taken from the HKMU for the purpose and not used as was planned.

13 HEALTH AND SAFETY

Health is the physical, mental and social wellbeing, of the individual. It thus has to do with the relationship between the body, the mind and the social patterns of the human being in a given context. An employee's health can be adversely affected by disease, accidents and stress, strain and burnout arising from unfavourable work environment. Safety refers to characteristics of the work environment associated with injuries.

13.1 Policy statements

- a. HKMU shall, at all material times, implement and enforce all industrial legislation on health and safety as may be promulgated by the Government and the International Safety Conventions.
- b. The management of HKMU shall undertake to recruit and deploy healthful staff certified by recognised medical practitioners, before they proceed to undertake any position in the organization. The university management may also require that each staff member undergoes compulsory or periodic check – ups to ascertain their continued physical and mental fitness.
- c. HKMU shall establish and maintain a working environment that is safe and peaceful, without risks to the health and wellbeing of its employees. In addition, HKMU shall, as far as possible, operate its organisation in such a way that its operations do not jeopardise the health and safety of its clients and neighbours.
- d. By the very nature of the work, the HKMU staff are prone to suffer from stress, strain, burnout and other mental aberrations. HKMU shall evolve and establish a system that will minimize the levels of stress and strain in order to safeguard the Human Resources and enable it to improve their performance.
- e. HKMU shall endeavour to provide staff welfare services including sufficient recreational facilities as a means of minimizing stress, strain and other potential mental aberrations.

13.2 Procedures.

The DVCPFA shall prepare and institute procedures on health and safety including, but not limited to:

- Provision of health and safety services.
- Regular monitoring of the health of employees.
- Special safety educational programmes and safety information.
- Provision of proper first-aid facilities for injuries and illness.
- Provision of counselling services to mentally stressed employees.
- Elimination of unsafe action and practice by the workforce in order to encourage compliance with safety regulation.
- Provision of protective gear and safety equipment and the maintenance of the same.
- Minimizing conflicts between individuals and groups within the institution.
- Ensuring the HRM Department evolves a system of regularly evaluating the effectiveness of health and safety regulations in place.

14 DISCIPLINARY AND GRIEVANCE PROCEDURES

The Disciplinary and Grievances, Policy and Procedures provide the framework and practices that HKMU shall comply and abide in all matters relating to discipline and employment grievances. The University experience has seen that majority of staff perform well, conduct themselves reasonably and overcome minor problems without

a need for formal disciplinary action. Initially problems are dealt with (e.g., Mentoring/Counselling) in the expectation that staff will give their best once a deficiency is pointed out and that any difficulties can be overcome at the workplace. Where the University has a cause to believe that a good standard of performance has not been reached and maintained or that the code of conduct has otherwise been breached, formal disciplinary procedures shall be invoked against such staff.

14.1 Policy Statements

- a. Based on University Staff Code of Conduct, any breach will lead to application of the appropriate sanctions as stipulated in the disciplinary code of the employment law. A breach of the Code of Conduct means any misconduct, action or commission or omission committed by a staff in contravention of obligations as stipulated above per employment contract. If established, misconduct may lead to warning or reprimand. Repeated or serious misconduct, if established will lead to employment termination or summary dismissal.
- b. To ensure consistent and fair discipline in the organisation and promote disciplined behaviour among all employees, HKMU shall vest disciplinary action and accountability to the appointing authority.
- c. The HKMU disciplinary authorities shall institute disciplinary action against defaulting staff in strict compliance with the HKMU Constitution, and other regulations made thereunder. National legislation and regulations on disciplinary matters affecting employees of the HKMU shall take precedence over the relevant HKMU regulations.
- d. The HKMU as an employer shall expect self-discipline and ethical behaviour from all staff categories in the execution of their duties.
- e. DVC - Planning, Finance and Administration shall use the HKMU level Appointments and Human Resources Management Committee to resolve all cases of harassment of any from HKMU staff.

14.2 HKMU Rights and Obligations

HKMU shall have the following Rights and Obligations

- a. To communicate to all employees on matters relating to the Disciplinary Procedures.
- b. To enforce Discipline as may deem appropriate.
- c. Set Performance Standards and practices for all employees.
- d. Resolve grievances for the purpose of setting appropriate standards of conduct and performance.

14.3 Employees Rights and Obligations

- a. Employees shall have the following Rights and Obligations:
 - o Familiarise themselves with standards of Conduct and Performance expected of them.

- To consult with Management.
 - To receive fair and consistent treatment from Management.
 - To exercise their rights without fear.
- b. A misconduct or repeated misconduct is a behaviour which undermines the contractual employment relationship between an employee and an employer. This threatens the wellbeing of the University as an organisation or staff or students or a visitor. Examples of misconduct includes but not limited to the following:
- (i) Refusing to perform properly specified duties or to carry out lawful and reasonable instructions from superiors.
 - (ii) Assaulting or threatening to assault your superior, a fellow employee, a student or a visitor on University premises.
 - (iii) Behaving in a manner causing safety risks to staff, students or property such as smoking in areas specifically designated as hazardous or prohibited or unauthorized use of fire protection or safety equipment or such related items.
 - (iv) Being affected by alcohol or "non-prescription" drugs while at work or at University premises.
 - (v) Having unauthorised possession of, or removing property belonging to the University, another staff member, student or a visitor to the University.
 - (vi) Wilfully submitting a false claim on any matter for reimbursement or otherwise and /or any other deliberate falsification of University records or documents.
 - (vii) Deliberately or recklessly acting; or failing to act in a responsible manner resulting into damage to University or staff or student or visitor's property.
 - (viii) Repeatedly contravening the Code of Conduct.
 - (ix) All or any of the above breaches and the like shall result into the imposition of penalties under the disciplinary code by way of verbal and/or written warnings, fine, employment termination and or a summary dismissal in line with the application of the Employment Law.

14.4 Termination of Appointment Other than on Disciplinary Grounds

14.4.1 Resignation

An employee may resign his/her appointment by giving three months' notice in writing (one month in the case of Artisan and Subordinate Staff) to the Appointing Authority through his/her Chairperson of Department, or by paying one months' salary in lieu of notice. The Vice Chancellor may waive the requirements of giving a three months' notice in cases where circumstances are such that he/she considers desirable to do so.

An employee on contract terms may resign his/her appointment in accordance with the relevant provisions of his/her contract.

14.4.2 Completion and Renewal of Contract

On satisfactory completion of his/her contract, an employee may leave the service of the University with all privileges to which he/she is entitled under the terms of contract. Similarly, the University is under no obligation to re-employ him/her for any further period. However, on expiry of his/her contract if he/she wishes to be re-engaged for a further period of service he/she must notify the Appointing Authority not later than three months (for local staff and six months for expatriates) before the normal expiry of his/her contract.

14.4.3 Termination of Appointment on ill-health

An employee may be required to resign on the grounds that his/her persistent ill health renders him/her unfit to discharge his/her duties efficiently. The Appointing Authority may require such an employee to submit himself/herself examination by the Medical Board (to be appointed by Council) with a view to ascertaining whether he/she is physically or mentally incapable of performing his/her duties. The Appointing Authority will then examine the report of the Medical Board and give a final decision.

14.5 Termination on Disciplinary Ground

14.5.1 General

Subject to the provision of any written law currently in force, an employee may be terminated from the service of the University if he/she neglects or refuse or from any cause (except ill-health not caused by his/her own conduct) becomes unable to perform any of his/her duties; or fails to comply with any lawful order; or if he/she unlawfully discloses any information respecting the affairs of the University to unauthorised person(s); or in any manner misconducts himself/herself. An employee terminated under this rule shall forfeit all privileges under his/her terms of service other than what is provided by the law.

14.5.2 Procedure

- a) Employees must receive a notice in writing of the specific allegation of misconduct and be given reasonable time to respond in writing within a maximum of 14days.
- b) There must be a real opportunity for the employee in person to appear to explain or refute the allegation before the Disciplinary Committee of the University.
- c) The Disciplinary Committee must act properly and ensure unbiased consideration of the employee's written and verbal explanation before making a decision.
- d) Disciplinary penalties to be invoked must be lawful.

14.5.3 Disciplinary Penalties

i. Warning

Any staff is entitled to be warned about his or her disciplinary code breach and told of the manner in which performance or conduct must improve. Warnings may be given **orally** and/or **in writing**. The University shall

confirm formal warnings in writing for record purpose and in accordance with the disciplinary code.

A formal warning will include, but not limited to the following:

- a) A statement of the problem.
- b) The University code/standard or policy breached.
- c) The corrective action required.
- d) The period within which the corrective action must be taken.
- e) Reference to the meeting(s) with the staff member and any explanation given by him.
- f) The University staff Appointment/Disciplinary Authority decision.
- g) The consequences of failure to take the required corrective action or any further breach.
- h) Reference to previous warnings if any.

ii. Suspension from duty.

Where a disciplinary breach has occurred, the University may direct the staff member not to remain at the workplace (suspension). This is to allow thorough investigation on the matter concerned. The terms and conditions of suspension will be guided by the employment law/regulations.

iii. Termination of Employment

Any breach of the disciplinary code permitting termination will be per regulations/ employment law. The appropriate University disciplinary organ shall involve such penalty.

iv. Summary dismissal

In case of a breach of the disciplinary code permitting a summary dismissal, such penalty will be invoked according to the University staff appointment/disciplinary procedures in line with the provisions of the employment Law/regulations.

14.6 Offence Committed by Staff Other than of Disciplinary Nature.

14.6.1 University staff charged of Criminal Offence

Any University staff who commits or is alleged to commit criminal offence at the workplace or elsewhere will be dealt by the United Republic of Tanzania.

14.6.2 University staff alleged or proven to have committed a Criminal Offence

Any University staff who has committed a proven offence of criminal nature [e.g. theft] at the workplace, will be summarily dismissed; and thereafter face court prosecutions

14.6.3 Certificate of Service

An employee who leaves the service of the University shall be supplied with a Certificate of Service that shall be signed by the Appointing Authority.

14.7 Handling of Grievances

14.7.1 Policy Statement

- a. A grievance is a strong feeling of injustice or dissatisfaction affecting an employee, arising out of the employee's work situation. If grievances are left unattended, they will erode the spirit of teamwork and unity of the organisation. HKMU recognises that grievances may exist at the workplace. Further, the University is committed to reduce the magnitude of grievances at the workplace in order to create the spirit of teamwork and unity within the organisation, as well as to increase productivity.
- b. Management and employees, at all levels within the University must give careful consideration to grievance raised and should use their conflict resolution skills in making genuine attempt to resolve such grievances. They should recognise that a working environment may on some occasions entail working under stressful conditions and in pressurised circumstances. Employees and Managers should treat one another with appropriate sensitivity and respect and contribute towards a constructive working environment within an organization.

14.7.2 Procedure

Grievances should be resolved as near to the point of origin as soon as possible. An employee should normally only be entitled to use this procedure within 5 days period of the cause of the grievances having occurred.

The lodging of grievances should not prejudice an employees' employment in any way.

An employee is entitled to be assisted by fellow employee in processing grievances at all stages in terms of this procedure.

Before filing a formal of written grievance, the aggrieved employee must attempt to resolve the problem at the lowest possible level by an informal discussion with the other party. In circumstances where this is not possible, then a formal procedure may be followed.

There are three stages to follow and, because it is important that any grievances are dealt with speedily, certain time limits for the procedure have been set. The HRMA Manager or a Manager from the department will be available at all stages to keep a record of the proceedings.

Stage One

The employee shall set out his grievance in writing and give it to his/her Manager who will arrange a meeting with the employee within three working

days to consider the matter, unless there is a good reason for delay. It is hoped that the majority of cases will be resolved at this stage. Such written statement shall specify the parties involved, the date, time, place, nature of the grievance, and the solution sought.

In the event the grievance concerns employee's Manager, the case will directly be referred to stage two below or taken up with HRMA Manager.

Stage two

If the matter is not mutually resolved at stage one, the employee may request the grievance to be taken, in writing, to the next level of management. The complaint will be discussed with both the employee and his/her Manager within five working days of the meeting at stage one, unless there is a good reason for delay, (e.g. unavailability of the individuals concerned due to leave or business.)

Stage three

In those cases where the matter remains unresolved, the employee may take the matter to the higher authority such as meeting with the Vice Chancellor. If the grievance is not resolved at this stage, the employee may follow any legal procedure as provided by Employment and Labour Relations Act 2004.

15 EMPLOYMENT TERMINATION

15.1 Policy Statement

15.1.1 Notice of termination.

Whenever the University intends to terminate the services of an employee who is on probationary period due to poor performance, or confirmed staff on a specified or unspecified period contract, the University shall give such an employee 28 days' notice or may pay one-month gross salary in lieu of notice.

In the event the employee wishes to resign or terminate his services during the probationary period or if is in unspecified or specified period contract he shall be required to give notice of 28 days or payment of one-month gross salary in lieu of notice.

Notice of termination shall not be given during any period the employee is on leave or to run concurrently with such period of leave.

15.1.2 Notice of termination format

Notice of termination shall be in writing, stating

- The reasons for termination; and
- the date on which the notice is given

15.1.3 Termination of employment defined

For the purpose of this policy, termination of employment includes:

- A lawful termination of employment under the common law (see next section for definition of justified termination).

- A termination by an employee because the employer made continued employment intolerable for the employee.
- A failure to renew a specified period contract on the same or similar terms if there was a reasonable expectation of renewal.
- A failure to allow an employee to resume work after taking maternity leave or any agreed maternity leave.
- A failure to re-employ an employee if the employer has terminated the employment of a number of employees for the same or similar reasons and has offered to re-employ one or more of them.

Justified grounds for termination

Although it is generally not appropriate to dismiss an employee for a first offence, termination may be justified if the misconduct is serious and of such gravity that it makes a continued employment relationship intolerable. Without being exhaustive, the following acts are considered to be sufficiently serious to justify termination:-

- Gross dishonesty.
- Wilful damage to property.
- Wilfully endangering the safety of others.
- Gross negligence.
- Assault on a co-employee or any person associated with the employer.
- Gross insubordination.

Throughout the termination process and in applying this policy, the University shall uphold values of non-discrimination, transparency and fair termination.

15.2 Procedure

15.2.1 Deductions from salary or any other monies due to an employee

On termination of employment the University shall recover from the employee all amounts due by the employee to the University by deducting these from his salary and any other monies due to the employee.

15.2.2 Certificate of service and references

On leaving the service of the University for any reason, including by discharge or dismissal, an employee shall be provided with a Certificate of Service in accordance with the provisions of Employment and Labour Relations Act, 2004. This shall provide the following details:

- Full name.
- Date of engagement and date of departure.
- Positions held during the period on engagement.

15.2.3 Repatriation

The University will repatriate recruited employees to their place of appointment as registered during the time of recruitment. For those employees who qualify for repatriation the University shall provide reimbursement of actual fares by public transport for the employee and their registered dependants and physical transport of their household effects (3.5 Metric tons) to the place of appointment.

Resignations from the service of the University will not enjoy repatriation entitlement.

15.2.4 Dues upon termination

Include one month gross salary in lieu of notice, any outstanding annual leave which has not been availed by the staff member and severance pay minus any dues of the University. The University will assist staff to complete the appropriate national social security institution's forms for refund of contributions.

15.2.5 Unfair termination

Termination is unfair if the employer fails to prove

- That the reason for termination is valid.
- That the reason is fair reason.
- That the employment was terminated in accordance with fair procedures as detailed in the "Code of Good Practice on Termination of Employment" in the Employment and Labour Relations Act 2004 [SEE APPENDIX A]

Note: Where specific contracts provide for termination clause which is inconsistent with this clause, then the clause in the contract shall prevail.

16 RETRENCHMENT

16.1 Policy Statement

Retrenchment means a termination of employment because of a redundancy arising from the operational requirement of the business. An operational requirement is defined in the Employment and Labour Relations Act, 2004 as a requirement based on the economic, technological, structural or similar needs of the employer. In the remote possibility that retrenchment becomes necessary, a retrenchment plan must be submitted and approved by the University Council and finally the KHEN Board of Directors before the same is implemented. Any full-time employee may be made redundant

Management is responsible for ensuring that when retrenchment is inevitable all legal requirements are observed and employees are well informed of the procedures and decisions. And in all cases, the good practices according to the Labour Relations Act, 2004 shall be observed. SEE APPENDIX B.

16.2 Procedure

- When retrenchment is inevitable the University will draw up a plan to determine which roles are at risk and consequently who may be redundant and why. Individuals will be informed as soon as possible and, in the event that twenty (20) or more employees are to be affected, a full consultation period will take place. In any event, steps will be taken to investigate whether the employee(s) can be redeployed to another role prior to the redundancy being confirmed.

- HKMU will give notice of any intention to retrench as soon as is contemplated.
- All relevant information on the intended retrenchment will be disclosed for the purpose of proper consultation.
- HKMU will consult prior to retrenchment or redundancy on
 - The reasons for the intended retrenchment.
 - Any measures to avoid or minimize the intended retrenchment.
 - The method of selection of the employees to be retrenched.
 - The timing of the retrenchments.
 - The severance pay in respect of the retrenchment.
- Should there be a disagreement the issue in dispute should be referred to Mediation under Dispute Resolution part VIII of "Employment and Labour Relations Act, 2004".

17 NON-DISCRIMINATION

17.1 Policy Statement

HKMU shall ensure that it promotes an equal opportunity in employment and strives to eliminate discrimination in any employment policy or practice. The University shall not discriminate, directly or indirectly, against an employee, in any employment policy or practice, on any of the following grounds: race; nationality; tribe or place of origin; national extraction; social origin; political opinion; religion/faith; sex; gender; pregnancy; marital status or family responsibility; disability; HIV/AIDS; and, age.

Harassment of an employee shall be a form of discrimination and shall be prohibited on anyone, or combination, of the grounds prescribed.

The University realise that gender equity is still an issue in the Tanzania and therefore commits to mainstreaming gender in its activities.

It is not discrimination –

- a) to take affirmative action measures consistent with the promotion of equality or the elimination of discrimination in the workplace;
- b) to distinguish, exclude or prefer any person on the basis of an inherent requirement of a job;
- c) to employ citizens in accordance with the National Employment Promotion Services Act, 1999,

17.2 Procedure

17.2.1 Registration with the Labour Commissioner

HKMU shall register, with the Labour Commissioner, a plan to promote equal opportunity and to eliminate discrimination in the workplace.

17.2.2 In cases of possible discrimination

In any proceedings-

- a) Where the employee makes out a prima facie case of discrimination on any of the grounds prescribed in policy above, it shall be the duty of the University to prove
 - i) that the discrimination did not take place as alleged; or
 - ii) that the discriminatory act or omission is not based on any of those grounds; or
- b) HKMU shall prove a defence in terms of what constitutes discrimination if the discrimination did take place on a ground of harassment;
- c) The Labour Court or arbitrator shall take into account any plan registered with the Labour Commissioner.

17.2.3 Ensuring gender equity

- The University will champion gender equality and equity in its internal operations and in its dealings with its partners, stakeholders and members of the public.
- The University will give utmost consideration in streaming gender equity in its internal operations and in its dealings with partners, stakeholders and members of the public.
- HKMU shall take positive steps to guarantee equal remuneration for men and women for work of equal value.
- HKMU is an equal opportunity employer and women are encouraged to apply for job vacancies.
- HKMU will strive for gender parity when designing its programmes and strive to encourage female participation.

18 SEXUAL HARASSMENT

HKMU is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. HKMU will operate a zero-tolerance policy for any form of sexual harassment in the workplace, treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including termination from employment.

Any form of sexual harassment may constitute discrimination under the Employment and Labour Relations Act, 2004 and the Labour Institutions Act accordingly, and be unlawful. The harasser may be held personally liable for such conduct. In addition, sexual harassment may constitute a criminal offence, rendering the harasser liable to criminal prosecution.

All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimised for making such a complaint.

18.1 Definition of sexual harassment

Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient.

Sexual harassment can involve one or more incidents and actions constituting harassment may be physical, verbal and non-verbal. Examples of conduct or behaviour which constitute sexual harassment include, but are not limited to:

18.2 Physical conduct

- i. Unwelcome physical contact including patting, pinching, stroking, kissing, hugging, fondling, or inappropriate touching.
- ii. Physical violence, including sexual assault.
- iii. The use of job-related threats or rewards to solicit sexual favours.

18.3 Verbal conduct

- i. Comments on a worker's appearance, age, private life, etc.
- ii. Sexual comments, stories and jokes.
- iii. Sexual advances.
- iv. Repeated and unwanted social invitations for dates or physical intimacy.
- v. Insults based on the sex of the worker.
- vi. Condescending or paternalistic remarks.
- vii. Sending sexually explicit messages (by phone or by email).

18.4 Non-verbal conduct

- i. Display of sexually explicit or suggestive material.
- ii. Sexually-suggestive gestures.
- iii. Whistling.
- iv. Leering.

Anyone can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. HKMU recognizes that sexual harassment may also occur between people of the same sex. What matters is that the sexual conduct is unwanted and unwelcome by the person against whom the conduct is directed.

HKMU recognises that sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between manager or supervisor and employee.

Anyone, including employees of HKMU, clients, customers, casual workers, contractors or visitors who sexually harasses another will be reprimanded in accordance with this internal policy.

All sexual harassment is prohibited whether it takes place within HKMU premises or outside, including at social events, business trips, training sessions or conferences sponsored by HKMU.

18.5 Complaint's procedures

Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. HKMU recognises that sexual harassment may occur in unequal relationships (i.e., between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged harasser.

If a victim cannot directly approach an alleged harasser, he/she can approach one of the designated staff members responsible for receiving complaints of sexual harassment. This person could be another supervisor, a member of the human resources department, etc. When a designated person receives a complaint of sexual harassment, he/she will:

- i. Immediately record the dates, times and facts of the incident(s).
- ii. Ascertain the views of the victim as to what outcome he/she wants.
- iii. Ensure that the victim understands the University's procedures for dealing with the complaint.
- iv. Discuss and agree the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome.
- v. Keep a confidential record of all discussions.
- vi. Respect the choice of the victim.
- vii. Ensure that the victim knows that they can lodge the complaint outside of the University through the relevant legal framework.

Throughout the complaint's procedure, a victim is entitled to be helped by a counsellor within the University. HKMU will nominate a number of counsellors and provide them with special training to enable them to assist victims of sexual harassment. HKMU recognises that because sexual harassment often occurs in unequal relationships within the workplace, victims often feel that they cannot come forward. HKMU understands the need to support victims in making complaints.

18.6 Informal complaints mechanism

If the victim wishes to deal with the matter informally, the designated person will:

- i. Give an opportunity to the alleged harasser to respond to the complaint.
- ii. Ensure that the alleged harasser understands the complaints mechanism.

- iii. Facilitate discussion between both parties to achieve an informal resolution which is acceptable to the complainant or refer the matter to a designated mediator within the University to resolve the matter.
- iv. Ensure that a confidential record is kept of what happened.
- v. follow up after the outcome of the complaints mechanism to ensure that the behaviour has stopped.
- vi. Ensure that the above is done speedily and within 30 days of the complaint being made.

18.7 Formal complaints mechanism

If the victim wants to make a formal complaint or if the informal complaint mechanism has not led to a satisfactory outcome for the victim, the formal complaint mechanism should be used to resolve the matter.

The designated person who initially received the complaint will refer the matter to a senior human resources manager to instigate a formal investigation. The HRA Manager may deal with the matter him/herself, refer the matter to an internal or external investigator or refer it to a committee of three others in accordance with this policy.

The person carrying out the investigation will:

- i. Interview the victim and the alleged harasser separately.
- ii. Interview other relevant third parties separately.
- iii. Decide whether or not the incident(s) of sexual harassment took place.
- iv. Produce a report detailing the investigations, findings and any recommendations.
- v. If the harassment took place, decide what the appropriate remedy for the victim is, in consultation with the victim (i.e.- an apology, a change to working arrangements, a promotion if the victim was demoted as a result of the harassment, training for the harasser, discipline, suspension, termination.
- vi. Follow up to ensure that the recommendations are implemented, that the behaviour has stopped and that the victim is satisfied with the outcome.
- vii. If it cannot determine that the harassment took place, he/she may still make recommendations to ensure proper functioning of the workplace.
- viii. keep a record of all actions taken.
- ix. Ensure that all records concerning the matter are kept confidential.
- x. Ensure that the process is done as quickly as possible and in any event within 30 days of the complaint being made.

18.8 Outside complaints mechanisms

A person who has been subject to sexual harassment can also make a complaint outside of the University.

18.9 Sanctions and disciplinary measures

Anyone who has been found to have sexually harassed another person under the terms of this policy is liable to any of the following sanctions:

- i. Verbal or written warning.
- ii. Adverse performance evaluation.
- iii. Reduction in wages.
- iv. Transfer.
- v. Demotion.
- vi. Suspension.
- vii. Termination.

The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial. Certain serious cases, including physical violence, will result in the immediate dismissal of the harasser.

18.10 Implementation of this policy

HKMU will ensure that this policy is widely disseminated to all relevant persons. It will be included in the staff Guide. All new employees must be trained on the content of this policy as part of their induction into the company. Every year, HKMU will require all employees to attend a refresher training course on the content of this policy. It is the responsibility of every manager to ensure that all his/her employees are aware of the policy.

18.11 Monitoring and evaluation

HKMU recognises the importance of monitoring this sexual harassment policy and will ensure that it anonymously collects statistics and data as to how it is used and whether or not it is effective. Supervisors, managers and those responsible for dealing with sexual harassment cases will report on compliance with this policy, including the number of incidents, how they were dealt with, and any recommendations made. This will be done on a yearly basis. As a result of this report, the University will evaluate the effectiveness of this policy and make any changes needed.

19 GOOD GOVERNANCE

19.1.1 Public Office Representation

Any Employee who has been approached to hold a public office should consult with the Vice Chancellor prior to accepting the appointment. Failure to comply with this requirement can be construed to be a breach of HKMU rules. Where such appointment is made through Presidential Decree, then the employee shall terminate service with HKMU.

19.1.2 Political & Religious Conduct

Employees shall not engage themselves in any political or religious activities at workplace. Employees, however, have the liberty to belong to any political party and religious sect of their choice.

19.1.3 Media Communication

No employee, except on the specific authority of the Vice Chancellor, may share, distribute in the media or Social Media any HKMU information and or communicate with the Press or Radio on any Policy matter concerning the University. The Authority to communicate matters relating to the day to day running of the University is vested with the Vice-Chancellor, after due consultation with the Chairperson of the Council or the Board of Directors.

20 UNIFORM AND PROTECTIVE CLOTHING

Uniforms, Protective Clothing and Identification tags Policy

- i. Members of the University who by nature of their duties must wear uniforms or some protective garments will be issued to them by HKMU free of charge together with University identity cards to each confirmed employee. Identification tags must be worn at all the times during working.
- ii. Uniforms Issued by HKMU shall remain the property of HKMU and when the old uniform is replaced, it shall be disposed off as shall be instructed.
- iii. Uniforms should normally not be replaced in less than a year and in any case replacement requires explicit endorsement of the Employee Supervisor.
- iv. HKMU Uniforms shall not be worn off duty.

21 ALCOHOL

- i. No employee shall consume any intoxicating liquor or drug having a narcotic affect if, as a result of that action, the employee may be incapable of performing his duties without exposing himself and or others to hazards.
- ii. An Employee who is undergoing Medical treatment involving use of drugs must establish from their Medical Practitioner what if, any side effect could occur which may impair judgement and behaviour. Employee must ensure that his Supervisor is advised accordingly.
- iii. No employee who appears to be under influence of alcohol or Drug shall be allowed to stay in any of HKMU offices or premises.
- iv. Access to HKMU premises shall be restricted to employees who appear to be under influence of liquor or drug.

22 SMOKING

Smoking shall not be allowed in any organised University meetings, Conferences, Training Rooms and staff Canteens. The entire HKMU campus is a non-SMOKING zone.

23 CONFLICT OF INTEREST AND CONFIDENTIALITY AGREEMENT

23.1 Policy Statement

Every employee must regard any specific business knowledge or secret that may come into his/her possession as confidential and not to be disclosed to any unauthorized

person. It is the responsibility of every employee to maintain the strictest secrecy regarding sensitive business and affairs of the University, any partners or the affairs of members and employees of the University.

- a. It is forbidden for any employee to use his/her position in the University to divulge or use information acquired through his position for any financial gains to himself or another employee or even an external institution.
- b. HKMU shall ensure that incumbents of certain key roles in the University shall be required to sign Declaration of Conflict of Interest in compliance to this Policy.
- c. An Employee has the obligation to report to the Vice Chancellor when he has been offered a position of Directorship in another public institution in which HKMU may have or likely to have interest.
- d. No information whatsoever may be disclosed to unauthorised parties. Divulging of such confidential information will result in disciplinary action that may include termination of employment.
- e. Managers must ensure that every employee in their departments have signed an Oath of Secrecy on as prescribed by the University and is filed in the personal file and documented by HRMA Department.

23.2 Procedure

23.2.1 Handling of information

- Employees must not extract, copy remove or take away official papers, records, or other documents without permission.
- Information regarded as confidential, including payroll, financial statement and other information should be handled with care; should not be mixed with other papers.
- Information marked "PERSONAL OR/AND CONFIDENTIAL" or any envelope marked so should be left sealed, to be opened only by the individual to whom it is addressed.

23.2.2 Signing of the Confidentiality Agreement

- Every employee must sign a confidentiality agreement.
- All new employees must sign the Confidentiality Agreement upon joining the University.
- A Confidentiality Agreement dully signed must be kept in the employee's personal file and documented by HRMA Department.

APPENDIX A: CODE OF GOOD PRACTICE: TERMINATION OF EMPLOYMENT

Part 1: Termination General

1. FORMS OF TERMINATION

- a) Termination of employment has been defined in section 36 of the Act to include the following:
- A lawful termination under the common law.
 - A failure to renew a fixed term contract of the same or similar terms if there was a reasonable expectation of renewal of the contract.
 - A failure to allow an employee to resume work after maternity leave.
 - A failure to re-employ an employee if the employer had terminated the employment of a number of employees for the same or similar reasons and has offered re-employment only to some of those terminated, normally called 'selective re-employment'.
 - A termination by an employee because the employer made continued employment intolerable for the employee, normally called forced resignation.
- b) A lawful termination of employment under the common law includes one of the following:
- Termination by agreement.
 - Automatic termination, for example when the employer dies or it sequestered.
 - Termination by the employee, normally called resignation.
 - Termination by the employer.

The rules that regulate the termination of a contract of employment often depend on the duration of the contract. There are two kinds of agreed duration:

- An agreement to work for a fixed term. The term may be fixed in time (e.g. 6 months) or it may be fixed respect of the completion of a specific task. A fixed term contract normally terminates automatically on the expiry of the period.
- An agreement to work without reference to limit of time, normally called an indefinite contract. This kind of contract continues until it is lawfully terminated. Lawful termination of an indefinite contract is dealt with in more detail below.

2. TERMINATION BY AGREEMENT

If an employer and an employee agree to terminate the contract, the contract terminates in accordance with the agreement. For example, a redundant employee may agree to voluntary retrenchment on an agreed package from the specified date. The contract will then terminate on that date.

- a) A fixed term contract is a contract in which the parties have agreed to the termination date in advance. The contract terminates automatically when the agreed period expires unless the contract provides otherwise. In some contracts, the parties may agree that the contract will continue after the date but in the form of an indefinite contract.
- b) A fixed term contract is normally renewed by default if an employee continues to work after the fixed term expires and the employer accepts the employee's work. The duration of a contract renewed by default will depend on the circumstances, it may be contract for another fixed term or indefinite.
- c) Note however, that the failure to renew a fixed-term contract in circumstances where the employee reasonably expects a renewal of the contract may be considered to be an unfair termination.
- d) Although seasonal workers are normally employed on a fixed term contract (i.e. for the season), they are normally hired again at the commencement of the next season. They may accordingly have a reasonable expectation of renewal at the commencement of the new season may constitute an unfair termination.
- e) If a fixed term contract is not renewed, the employee must demonstrate that there is an objective basis for the expectation such as previous renewals, employer's undertakings to renew, etc. Although the contract may provide that the employee accepts that there is no reasonable expectation of renewal, such a provision is not conclusive of the matter. It must be viewed as a factor together with the other relevant facts and circumstances of the case.

3. AUTOMATIC TERMINATION

- a) A contract of employment terminates automatically on the death or liquidation/ sequestration of the employer. A person who takes over the business should first consider the employment of the employees whose employment has been terminated as a result of the death or sequestration before any other employees are hired.

4. RESIGNATION

- a) If an employee has agreed to a fixed term contract, that employee may only resign if the employer materially breaches the contract. If there is no breach by the employer, the only way that the employee may terminate the contract lawfully before the expiry of the fixed term is by getting the employer to agree to an early termination.
- b) In an indefinite contract, the employee may resign –
 - By giving notice of termination, or
 - Without notice, if the employer has materially breached the contract.

- c) A material breach means a serious breach that goes to the core of the contract. The following are examples of conduct that amounts to a material breach of a contract of employment (note that this is not a closed list).
- The refusal to pay wages may justify the summary termination of the contract by the employee.
 - Verbal or physical abuse or sexual harassment may also justify summary termination of the contract by employee.
 - Unfair discrimination may also justify summary termination of the contract by employee.
- d) Section 41 of the Act prescribes the period of notice that an employee must give to lawfully terminate a contract for an indefinite duration. An employer and employee may agree to a longer notice.
- e) If the employee does not work the period of notice, the employer may deduct the equivalent of any amount that would have been due to the employee if the employee had worked the notice.

5. FORCED RESIGNATION

- a) If an employer makes continued employment intolerable leading to the resignation of the employee, that resignation may amount to what is normally called a forced resignation
- b) The emphasis is on 'intolerable'. Not every employer breach constitutes grounds for a forced resignation. It must be a serious breach. Sexual harassment or the failure to protect an employee from harassment may be considered to be sufficiently serious to justify a forced resignation. Even if an employee has been unfairly dealt with, the employee should utilize the available mechanisms to deal with grievances unless there are good reasons for not doing so.
- c) A termination in these circumstances will normally be unfair. The rules of fair termination will apply.

6. TERMINATION BY AN EMPLOYER

- a) An employer may terminate the employment of an employee if the employer:
- Complies with the provisions of the contract relating to termination.
 - Complies with the provisions of section 41 to 44 concerning notice, severance pay, transport to place of recruitment and payment.
 - Follows a fair procedure before terminating employment in accordance with section 37.
 - Has a fair reason for doing so.
- b) Compliance with the provisions of the contract relating to termination depends on whether the contract is for a fixed term or indefinite in duration. This means that:-

- If an employer has employed an employee on a fixed term contract, the employer may only terminate the contract before the expiry of the contract period if the employee materially breaches the contract. If there is no breach by the employee, the only way that the employer may terminate the contract lawfully is by getting the employee to agree to early termination.
- If the contract is for an indefinite duration, the employer may terminate the contract:-
 - i. By giving notice of termination; or
 - ii. Without notice, if the employee has materially breached the contract.

A material breach means a serious breach that goes to the core of the contract. The following are examples of conduct that amounts to a material breach of contract of employment; a refusal to work; theft; fraud; gross insubordination assault on co-employees. *(Note that this list is not exhaustive).*

- c) Section 41 of the act prescribes the period of notice that the employer must give. An employer may agree to a longer notice. An employer is permitted to pay the employee instead of requiring the employee to work out the notice. If an employer requires the employee to work the notice and the employee fails to do so, the employer may deduct from any money due to the employee the equivalent of the amount that would have been due to the employee had the employee worked.
- d) Section 42 to 44 deal with the amount of severance pay due to an employee, any transport to the place of recruitment, payments made at termination and certificates of employment.
- e) The fact that an employer may dismiss an employee before the expiry of the fixed term does not mean that the employer does not have to follow a fair procedure or have a fair reason, although a material breach is, more often than not, a fair reason to dismiss. This does not mean, however, that a fair reason is necessarily a material breach. Retrenchment does not involve a material breach on the part of an employee and yet it is regarded as a fair reason for termination. This means that in a fixed term contract, it may be fair to terminate on grounds of operational requirements, it will nevertheless be in breach of contract because of fixed term contract, absent material breach, may only terminate early with the agreement of the employee.
- f) Whether the employer terminates on notice or without notice, the employer must still follow a fair procedure and have a fair reason, although a material breach normally amounts to a fair reason.

6. FAIR PROCEDURES AND FAIR REASONS

- a) An employer must follow a fair procedure before terminating an employee's employment. The procedure depends to some extent on the kind of reason

given for termination. Disciplinary procedures are used in respect of misconduct but they are often not appropriate in respect of incapacity and incompatibility. The procedures before a retrenchment are different again see the principles that must be applied in respect of fair retrenchment procedures in section 38. But underlying any specific procedure there are three basic elements of fairness; notification of the reasons for termination, an opportunity for the employee to make representations before the termination takes place and the rights to be represented in respect of those representations.

- b) A fair reason must be a valid reason and a sufficient reason. A reason is valid if it can be proved. In other words a termination will be unfair if the employer is not able to prove the reason for termination. For example, if an employee is terminated for theft but the employer cannot prove that the employee committed theft, the termination may be unfair.

The burden of proof lies with the employer. It is sufficient for the employer to prove the reason on the balance of probabilities. This means that if there are two opposing versions, the one that is the most probable constitutes proof, determining which of the contending version is the more probable depends on the facts led and the inferences drawn from those facts.

- To be a sufficient reason, depends on the kind of reason and seriousness of the reason.
- There are only four kinds of reasons that justify termination by an employer. Any other reason is unfair. The fair reasons are:
 - Misconduct.
 - Incapacity.
 - Incompatibility.
 - Operational requirements.
- The reason must not only be one of the kinds of reasons considered fair but the reason in a particular case must be sufficiently serious to justify termination.

8. MANAGEMENT OF DISCIPLINE

- a) All employers should adopt disciplinary rules that establish the standard of conduct required of their employees.
- b) An employer's rules must create certainty and consistency in the application of discipline. This requires that the standards of conduct are clear and made available to the employees in a manner that is easily understood. Some rules or standards may be so well established and known that it is not necessary to communicate them.
- c) Discipline should be corrective. This approach regards the purpose of discipline as a means for employees to know and understand what standards are required of them. Efforts should be made to correct employee behaviour through a system of graduated disciplinary measures such as counseling and warnings.

- d) Formal procedures do not have to be invoked every time a rule is broken or a standard is not met. Informal advice and correction is the best and most effective way for an employer to deal with minor infractions of work rules and discipline. Repeated misconduct will justify warnings, which may themselves be graded according to degrees of severity. More serious infringements or repeated misconduct may call for a final warning, or other action short of termination. Termination should be reserved for cases of serious or repeated misconduct.

9. MISCONDUCT: FAIRNESS OF THE REASON

- a) Any employer, arbitrator or judge who is deciding whether a termination for misconduct is unfair must consider:
- Whether or not the employee contravened a rule or standard regulating conduct relating to employment.
 - Whether the rule or standard was contravened, or not
 - The rule is a valid or reasonable rule or standard;
 - The rule is clear and unambiguous;
 - The employee was aware, or could reasonably be expected to have been aware, of the rule or standard;
 - The rule or standard has been consistently applied by the employer; and
 - Termination is an appropriate sanction for the contravention of the rule or standard.
- b) Although it is generally not appropriate to dismiss an employee for a first offence, termination may be justified if the misconduct is serious and of such gravity that it makes a continued employment relationship intolerable. Without being exhaustive, the following acts are considered to be sufficiently serious to justify termination:-
- Gross dishonesty.
 - Wilful damage to property.
 - Wilful endangering safety of others.
 - Gross negligence.
 - Assault on a co-employee or any person associated with the employer.
 - Gross insubordination.
- c) In determining whether or not termination is the appropriate sanction, the employer must consider:
- The gravity of the misconduct in the light of past infringements; the strictness of the rule; the nature of the job; health and safety; and the likelihood of repetition.
 - The circumstances of the employee such as employment record (including length of service, previous disciplinary record) and personal circumstances.
- d) The employer should apply the sanction of termination consistently with the way in which it has been applied to the same and other employees in the past,

and consistently as between two or more employees who participate in the conduct under consideration.

10. MISCONDUCT: FAIRNESS OF THE PROCEDURE

- a) The employer should conduct an investigation to ascertain whether there are grounds for termination before a hearing is held.
- b) The employer should notify the employee of the allegations using a form and language that the employee can reasonably understand.
- c) The employee should be entitled to a reasonable time to prepare a response and to seek the assistance of a trade union representative or fellow employee.
- d) The hearing should be held and finalized within a reasonable time
- e) The employee should be given a proper opportunity at the hearing to respond to the allegations and to lead evidence if necessary.
- f) If an employee unreasonably refuses to attend the hearing the employer may proceed with the hearing in the absence of the employee.
- g) After the enquiry, the employer should communicate the decision taken and preferably furnish the employee with written notification of the decision.
- h) Discipline against a trade union representative or an employee who is an office-bearer or official of the trade union should not be instituted without first informing and consulting the trade union.
- i) If the employee is terminated, the employee should be given the reason for termination and reminded of any rights to refer a dispute concerning the fairness of the termination under a collective agreement or to the Commission for Mediation and Arbitration under the Act.
- j) In exceptional circumstances, if the employer cannot reasonably be expected to comply with these guidelines, the employer may dispense with pre-termination procedures.
- k) Employers should keep records for each employee specifying the nature of any disciplinary transgressions, the action taken by the employer and the reasons for the actions.
- l) In case of collective misconduct, it is not unfair to hold a collective hearing.

11. TERMINATION OR EMPLOYMENT IN UNLAWFUL STRIKES.

- a) Participation in a strike that does not comply with the provisions of Part 7 of the Act is misconduct that may justify termination. The substantive fairness of termination in these circumstances must be determined in the light of the facts of the case, including:-

- The seriousness of the contravention of the act and the attempts made to comply with the Act.
 - Whether or not the strike was in response to unjustified conduct by the employer;
 - Whether the employees have been given an ultimatum.
 - The manner in which the employees have conducted themselves during the strike namely, whether the strike was conducted in a peaceful manner or accompanied by violent behaviour of the employees.
 - Whether the viability of the business is seriously placed at risk,
- b) Before termination the employer should, at the earliest opportunity, contact a trade union official to discuss the course of action it intends to adopt. The employer should issue an ultimatum in clear and unambiguous terms that should state what is required of the employees and what sanction will be imposed if they do not comply with the ultimatum. The employees should be allowed sufficient time to reflect on the ultimatum and respond to it, either by complying with it or rejecting it. If the employer cannot reasonably be expected to take these steps the employer may dispense with them – for example if the employees or their representatives refuse to meet with the employer.
- c) The employer may not discriminate between the striking employees by terminating some of them or after having terminated them, re-instating some of them. However, if the reason for difference in treatment is based on grounds of participation in strike related misconduct such as picket violence or malicious damage to property, the termination may be fair.

Part 2: Incapacity

1. INCAPACITY GENERALLY

- a) An employee's incapacity may be due to ill health or injury or poor work performance.
- b) Each reason needs to be dealt with separately and different procedural principles are involved in respect of each.

2. MANAGING PERFORMANCE STANDARDS

- a) An employer should stipulate standards of work. Some standards are self-evident or can be inferred from custom and practice. Others need to be stated in the contracts or employment or in manuals and brought to the specific attention of the employees.
- b) It is important in determining the fairness of a termination for poor work performance that the performance standard is not only reasonable but also known to the employees.

3. POOR WORK PERFORMANCE: FAIRNESS OF THE REASON

- a) An employer, arbitrator or judge who determines whether a termination for poor work performance is fair should consider:
- Whether or not the employee failed to meet a performance standard.
 - Whether the employee was aware, or could reasonably be expected to have been aware of the required performance standard.
 - Whether the performance standards are reasonable.
 - The reasons why the employee failed to meet the standard.
 - Whether the employee was afforded a fair opportunity to meet the performance standards.
 - Although the employer has the managerial prerogative to set performance standards, the standards may not be unreasonable.
 - Proof of poor work performance is a question of fact to be determined on a balance of probabilities. This can be difficult if the employee's tasks are not capable of precise measurement or evaluation. The burden of proof lies with the employer and that is why it is important for the employer to engage in a process of assessment and appraisal with the employee before termination.

4. POOR WORK PERFORMANCE: FAIRNESS OF THE PROCEDURE

- a) The employer must give appropriate guidance, instruction or training, if necessary, to an employee before terminating the employee for poor work performance. What is appropriate will depend on the circumstances of each performance. What is appropriate will depend on the circumstances of each case. For example, a highly skilled employee may not require retraining.
- b) The employee must be given a reasonable time to improve. What is reasonable will depend on the nature of the job, the extent of the poor performance, status of the employee, length of service, the employee's past performance records, etc.
- c) If the employee continues to perform unsatisfactorily, the employer must warn the employee that employment may be terminated if there is no improvement.

An opportunity to improve may be dispensed with if:

- i) The employee is a manager or senior employee whose knowledge and experience qualify him or her to judge whether he or she is meeting the standards set by the employer;
- ii) The degree of professional skill that is required is so high that the potential consequences of the smallest departure from that high standard are so serious that even an isolated instance of failure to meet the standard may justify termination

- iii) There should be hearing to establish the reasons for the unsatisfactory performance. That hearing should be held in line with the provisions of paragraph 13. If the reason for the employee's poor performance is not the fault of the employee that will have a bearing on the fairness of any action taken by the employer.

5. ILL HEALTH OR INJURY: FAIRNESS OF THE REASON

- a) An employer who is considering terminating an employee on grounds of ill health or injury must take into account the following factors to determine the fairness of the reason in the circumstances:
- The cause of ill health or injury.
 - The degree of the incapacity.
 - The temporary or permanent nature of the incapacity.
 - The ability to accommodate the incapacity.
 - The existence of any compensation for the ill health or injury or pension.
 - These factors affect each other. For example, if the employee is injured at work or is incapacitated by a work-related illness (the cause) an employer must go a greater length s to accommodate the employee (the ability to accommodate).
 - If the employee is temporarily unable to work in these circumstances, the employer should investigate the extent of the incapacity of the injury.
 - If the employee is likely to be absent for a time that is unreasonably long in the circumstances, the employer should investigate possible ways to accommodate the employee. In other words, consider all possible alternatives, such as temporary placement, light duty, alternative work, early retirement or pension; short of termination.
 - The factors that may be relevant in this investigation include:
 - The nature of the job.
 - The period of absence.
 - The seriousness of the illness or injury.
 - The possibility of securing a temporary replacement or adapting the job.
- b) The cause of the incapacity is relevant to the fairness of any termination. In the case of certain kinds of incapacity, for example alcoholism or drugs abuse' counselling and rehabilitation may be appropriate steps for an employer to consider.
- c) If the employee is permanently incapacitated, the employer must ascertain the possibility of securing an alternative employment and adapting the duties or work circumstances of the employee to accommodate the employee's disability. An employer should generally consider adapting an employee's duties only after it has been found that it is not possible to adapt his or her work circumstances.

- d) If the employee is incapacitated in a limited degree, the employer must consider
 - Removing those duties the employee cannot perform and if possible adding less onerous tasks.
 - Adapting the work environment to accommodate the disability.
- e) The general test is whether in a particular case the employer can reasonably be expected to accommodate the employee's disability, having regard to:
 - Cost, practicality and convenience of such steps.
 - Cause of the employee's incapacity (more onerous duty on employer where incapacity arose out of a work-related injury or illness).
- f) If it is established that the employee's work circumstances or duties cannot reasonably be adapted to accommodate the disability, the employer must consider the availability of any suitable alternative work. Suitable alternative work will depend on the circumstances, and may include such factors as:
 - Whether the incapacity was due to a work-related illness or injury
 - The employee's experience and qualification
 - The employee's ability to adapt to a changed working environment.
- g) Although an employer is not obliged to create a job for the employee, a vacancy, which the employee could fill with training, should be offered to the employee.
- h) No employee should be terminated merely on the basis of HIV status. HIV infected employees should continue to work under normal conditions in their current employment for as long as they are medically fit to do so. If HIV infected employee cannot continue with normal employment because of HIV related illness, the employer must endeavour to find alternative employment without prejudice to that employee's benefits. When an employee becomes too ill to continue employment, the provisions of this code or any collective agreement dealing with incapacity or grounds of ill health must be applied.

5. ILL HEALTH OR INJURY: FAIRNESS OF THE PROCEDURE

- a) The employee must be consulted in the process of the investigation and must be advised of all the alternatives considered. The employer must consider the alternatives advanced by the employee and, if not accepted, reasons shall be given as to why not.
- b) If the employer contemplates the termination of an employee on this ground, the employer should convene an enquiry in line with paragraph 13 and allow the employee to be represented by a workplace union representative or co-employee in the consultations.
- c) The employee should be given a copy of this part of the code at the commencement of the consultation.

Part 3: Incompatibility

INCOMPATIBILITY

- a) Incompatibility constitutes a fair reason for termination. There are two types of incompatibilities;
 - Unsuitability of the employee to his work due to his character or disposition;
 - Incompatibility of the employee in his work environment in that he related badly with co-employees, clients or other persons who are important to the business.
- b) Incompatibility is treated in a similar way to incapacity for poor work performance.
- c) The steps required in respect of that ground are applicable. In particular, the employer must:-
 - Record the incidents of incompatibility that gave rise to concrete problems or disruption.
 - Warn and counsel the employee before termination. This must include advising the employee of the conduct; who has been adversely affected by that conduct; and what remedial action is proposed.
- d) Before terminating employment on this ground, the employer must hold a hearing to give the employee a fair opportunity to :-
 - Consider and reply to the allegation of incompatibility;
 - Remove the cause for disharmony;
 - Propose an alternative to termination.

APPENDIX B: CODE OF GOOD PRACTICE: RETRENCHMENT

1. Grounds of Retrenchment

- 1) A retrenchment means termination of employment because of a redundancy arising from the operational requirements of the business. An operational requirement is defined in the Act as a requirement based on the economic, technological, structural, or similar needs of the employer.
- 2) It is difficult to define all the circumstances that might legitimately form the basis of a termination for these reasons. As a general rule:
 - The re-organisation of the business arises from restructuring of the business as a result of a number of business-related causes such as the merger to businesses, a change in the nature of the business, more effective ways of working a transfer of the business or part of the business;
 - Economic reasons are those that relate to the financial management of the enterprise.

- Technological reasons refer to the introduction of new technology which affects work relationships either by making existing jobs redundant or by requiring employees to adapt to the new technology or a consequential restructuring of the workplace;
- 3) Because retrenchment is essentially a 'no fault' termination and because of the adverse effect on the employees affected by it, the courts or arbitrators will scrutinise a termination based on operational requirements carefully in order to ensure that the employer has considered all possible alternatives to termination before the termination is affected.
 - 4) The obligations placed on an employer are both procedural and substantive. The purpose of negotiation is to permit the parties, in the form, of joint problem-solving exercise, to reach agreement on:
 - Alternatives to terminations such as transfer to other jobs, lay off.
 - Criteria for selecting the employees for termination such as last-in-first out (LIFO) subject to special skills and affirmative action.
 - Steps to minimise the number of terminations such as voluntary retrenchment packages, early retirement.
 - Conditions on which terminations take place such as the timing, severance pay etc.
 - 5) In order for this to be effective, then consultation process should commence as soon as the employer contemplates a reduction of the workforce through retrenchment or redundancies so that possible alternative can be explored. The obligation to negotiate in good faith requires that negotiations begin as soon as a reduction for the workforce is contemplated and should be long enough for the trade union:
 - Meet and report to employees.
 - Meet with the employer; and request, receive and consider all the relevant information to enable the trade union to inform itself of the relevant facts for the purpose of reaching agreement with the employer on possible alternative solutions and if necessary, find alternative employment in the business or elsewhere.
 - 6) The more urgent the need by the business to respond to the factors giving rise to any contemplated termination of employment, the more truncated the negotiation process may be. Urgency may not, however, be induced by the failure to commence the negotiation process as soon as a reduction of the workforce was likely. On the other hand, the parties who are required to reach agreement must meet, as soon and as frequently as may be practicable during the negotiation process.

2. Selection Criteria

- 1) If one or more employees are to be selected for termination from a number of employees, the criteria for their selection should be agreed with the trade

union. If criteria are not agreed, the criteria used by the employer must be fair and objective.

- 2) Criteria that infringe a right protected by the Act when they are applied can never be fair. These include selection on the basis of union membership or activity, pregnancy, or other discriminatory ground.
- 3) Selection criteria that are generally accepted as fair include length of service, skills, affirmative action, and qualifications.

3. Preference in Re-hiring

- 1) Retrenched employees should be given preference if the employer again hires employees with comparable qualifications, subject to:
 - The employee, after having been asked by the employer, and having expressed within a reasonable time from the date of termination a desire to be re-hired.
 - A time limit on preferential re-hiring should also ideally form the subject of agreement between the employer and the union
- 2) If the above conditions are met, the employer must take reasonable steps to inform the employee, including notification to the representative trade union of the offer of employment.

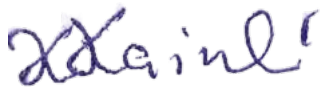
4. Severance Pay

- 1) In terms of section 42 of the Act, when an employment contract terminates, the employer must pay the employee a severance pay means an amount at least equal to 7 days' basic wage for each completed year of continuous service up to maximum of 10 years.

The employer is not required to pay severance pay:-

- Before the completion of the first year of employment;
- If employment is terminated for a fair reason relating to misconduct;
- If the employment is terminated for a fair reason relating to operational requirements and the employee unreasonably refuses to accept alternative employment with the employer or any other employer.

This Policy was approved by the Board of Kairuki Health and Education Network at its meeting held on 23rd June 2021. The Policy shall come into effect on 24th June 2021 and Management is responsible for its implementation and periodic review in accordance with University governance requirements.



*Kokushubila Kairuki
KHEN Chairperson*

APPENDIX C: FORMS TO SUPPORT OPERATIONALIZATION OF THE POLICY

- Appendix C1:** Employment Requisition Form
- Appendix C2:** Job Application Form
- Appendix C3:** Recruitment Interview Form
- Appendix C4:** Interview Feedback Form
- APPENDIX C5:** Leave Application Form
- Appendix C6:** Training Binding Agreement
- Appendix C7:** Performance Agreement
- Appendix C8:** Ongoing Performance Evaluation Form
- Appendix C9:** Individual Performance Appraisal Form
- Appendix C10:** Individual Learning Plan (ILP)
- Appendix C11:** Employee's Report of Injury Form
- Appendix C12:** Supervisor's Accident Investigation Form
- Appendix C13:** Travel Requisition Form
- Appendix C14:** Extension of Stay Requisition Form
- Appendix C15:** Oath of Secrecy

APPENDIXC1: EMPLOYMENT REQUISITION FORM

HUBERT KAIRUKI MEMORIAL UNIVERSITY [HKMU]

Faculty:		Date Requisition Completed:	
Job Details:			
Employment Category	Academic	Administrative	Supporting
Job Status	Renewable Contract	Part-Time Contract	Volunteer
Job Grade/Level		Salary Range	
Is Job in Current Year Budget		No	Yes
Target Date Job to be Filled			
Budget Provisions	TZS	Grants Funds	TZS
Recruitment Option		Internal	External
JUSTIFICATION FOR RECRUITMENT			
1. Is the Job in the Approved Establishment?			
2. Has the Financial Provision been made in current Year for the Requisitioned Position?			
3. What could be the impact of not Filling the position (Financial / Operational)			
4. What could be the alternatives if the position is not Authorised for Recruitment			
FACULTY DEAN ENDORSEMENT			
Endorsed		Not Endorsed	
Name		Date	
VICE CHANCELLOR APPROVAL			
1. Approved as Requisitioned		2. Approved as Requisitioned, but with a late start date	

3. Approval on Hold	4. Requisition Not Approved
Name	Signature
Date	

APPENDIX C2: JOB APPLICATION FORM

HUBERT KAIRUKI MEMORIAL UNIVERSITY [HKMU]

JOB APPLICATION FORM (Please give relevant details in brief and concise manner. This form must be submitted through the address given on the advert.)		
Position you are applying for:		
Personal Details		
Name:		
Nationality:		
Birth Date:		
Marital Status:		
Hobbies:		
Contact addresses		
Permanent Address	Working Place Address	Residential /Physical Address
Telephone NO.	Telephone No.	Email:
Educational Background <i>(start with the latest institution you attended)</i>		
•		
Professional Qualifications <i>(Start with the latest qualification acquired)</i>		
Year	Qualification	Institutions

Employment Record *(start with your current or last position with previous employer)*

Year	Position	Organization	Reasons for Leaving

Major Achievements that can be verified *(start with the achievement in your current or last position with previous employer)*

Year	Achievement	What was the impact to the Organization

Computer Application Skills

Skill Area	Excellent	Very Good	Good	Average	Still Learning
Microsoft Word					
Microsoft Excel					
Use of Internet					
Accounting software					

Language Proficiency

Language	Excellent	Very Good	Good	Average	Still Learning
English					
Kiswahili					
French					

Referees *(please give name and contact address and phone of any person that have interacted with on a professional level)*

Name	Position	Relationship	Contacts

If Selected, when will you be available for the job?

Declaration: *(please note that your application will not be considered if the information provided is proven false or cannot be substantiated)*

I declare that the information provided above is true and can be verified by the referees listed in this job application form.

Name: _____ Signature: _____ Date: _____

FOR OFFICIAL USE ONLY

Date Received: _____

Completeness:

Date Interviewed:

Recommendation of the Panel:

Signed By:

_____ Signature: _____ Date: _____

Certified By:

_____ Signature: _____ Date: _____

APPENDIX C3: RECRUITMENT INTERVIEW FORM

HUBERT KAIRUKI MEMORIAL UNIVERSITY [HKMU]

Interviews for the position of:

Name of candidate:

Age:

Current Employer:

Current Position:

Date:

Time: _____

	Maximum Score	Actual Score
Qualifications:	10	
Work Experience:	10	
Job-Related Skills	50	
	10	
	10	
	10	
	10	
	10	
Key Job- Related Competencies	20	
	10	
	10	
General impression	10	
TOTAL	100	

Notes/Recommendations

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

Signature of Interviewer: _____

APPENDIX C4: INTERVIEW FEEDBACK FORM

HUBERT KAIRUKI MEMORIAL UNIVERSITY [HKMU]

Date: _____

Position: _____

NO.	Name	Time	Score
1.			
2.			
3.			
4.			
5.			
6.			

Interview Panel

No.	Name	Designation
1.		
2.		
3.		
4.		
5.		

RECOMMENDATIONS (The best candidate and the reason for the choice)

HRMA Manager's Recommendation to/not to employ:

Signature: -----

Date: _____

The Vice-Chancellor approval/non approval to employ:

Signature: -----

Date: _____

APPENDIX C5: LEAVE APPLICATION FORM

**HUBERT KAIRUKI MEMORIAL UNIVERSITY
[HKMU]**

LEAVE APPLICATION FORM (To be filled in duplicate)

Name of Applicant _____ ID No. _ _____

Designation _____ Department:

I wish to apply for _____ days leave to commence on _____ and terminate
on _____

Type: *Annual/Emergency/Maternity/Paternity/Compassionate/Study/Leave without Pay*

My address during the leave will be: _____

Telephone No. (If not reachable area) _____

Applicant's Signature

Date

STAFF CASH ADVANCE CLEARANCE

The above-named employee has/has not cleared cash advances given to him/her. *(If the employee has outstanding cash advance should commit him/herself in the space provided to have the entire amount recovered through payroll deductions for her/his leave to be approved)*

Bursar

Date

FOR APPROVAL

Remarks from immediate supervisor: *Recommended/Not Recommended _____ days

Approved by Employee's Manager

Number of leave days accrued current year _____

Number of leave days deferred _____

Leave days approved _____

Balance of leave days _____

Due leave days certified by:

HRM & Admin Manager

Date

DVC- PFA Approval

Date

APPENDIX C6 – TRAINING BINDING AGREEMENT

TRAINING BINDING AGREEMENT

Between

The Hubert Kairuki Memorial University Hereinafter referred as an “**Employer**” of first party

And

..... hereinafter referred to as an “**Employee**” of the other party.

This agreement is made on this day of

Name of
program.....
.....

Name of
Institute.....
.....

Start date..... End
date.....

This decision was based on the following:

- The employee has the capacity and potential to complete the program successfully
- The employee has continuously performed well and exhibits leadership and growth potential within the University
- The program of study is directly related to the core functions of the University and shall bring both personal and organizational benefits as well as contribute to the development of the University.
- The knowledge and skills obtained from the program will address a skills gap in the University.

And it witnesses as follows;

1. That the Employee is proceeding for further training sponsored by the Employer at a total cost of TSHS/USD..... tenable in for Weeks/months.
2. The employee will participate in the program to the maximum extent of their ability, and ensure they fulfill all requirements of the Program
3. That the Employee agrees that he/she shall undertake the training with full understanding that it will contribute to his/her effective in performing his/her duties and personal career advancement.
4. The employee will be granted a study leave for a period of _____ for examination on request. The study leave shall be over and above your annual leave.

5. The employee will provide a statement of results as they become available and share learning materials with staff.
6. The binding period for the agreement as stated in HKMU HRM Policy as updated.
7. The Employee agrees to enter into this agreement for the period of months and that the counting for the binding period as stated herein shall start after the Employee reports back to her/his duty station.
8. That the Employee shall not separate from his/her contract of employment with the Employer until the expiry of the said Binding period. In the event that the Employee opt to separate from his/her contract of employment for whatever reasons before the expiry of this Binding Agreement period he/she will be liable to reimburse the Employer the costs incurred in respect of his/her training (including travel, accommodation, out of pocket allowance, etc.) computed on pro rata basis.
9. The employee at all times will ensure their conduct is responsible and will refrain from undertaking any activities that are illegal, unethical or would otherwise tarnish the image of HKMU.
10. This program is expected not to overlap adversely on HKMU operations. In the event it so happens, HKMU interests should be given priority over the program and efforts shall be pursued to assist the employee to fulfill the program requirements as well.

IN WITNESS WHEREOF the parties confirmed the terms of this Binding Agreement and executed the same this day of

For the Employer

Name

Designation.....

Signature.....

Date.....

For the Employee

Name

Designation.....

Signature.....

Date.....

APPENDIX C7 – PERFORMANCE AGREEMENT

Personal/Service Details

Employee's Name	Employment Number	Date of Birth
Date Joined Service	Current Designation	Date appointed to present position
Salary Grade	Department	Length of service under current Supervisor

2. List your major responsibilities and job function

(i)

(ii)

(iii)

(iv)

(v)

3. Define expected results/targets. These should be defined based on **SMART** (Specific, Measurable, Achievable, Realistic and Time bound) principles. For example, *"the vehicle is clean and in good conditions all the time,"* or *"stakeholder data updated all the time,"* or *"99% IT systems up time"*.

i)

ii)

iii)

iv)

v)

Agreed and signed by:

Appraisee signature: _____ **Date:** _____

Appraiser signature: _____ **Date:** _____

APPENDIX C8: ONGOING PERFORMANCE EVALUATION FORM

Employee Name: _____ Employee Position: _____

Supervisor Name: _____

Meeting date: _____

S/n	Task assigned	Strengths against annual targets and behaviours	Areas of improvement against annual targets and behaviours	Agreed upon actions going forward
1				
2				
3				
4				

Other discussions/comments:

Sign off:

Appraisee signature

Date

Appraiser signature

Date

APPENDIX C9: INDIVIDUAL PERFORMANCE APPRAISAL FORM

CONFIDENTIAL

PERFORMANCE APPRAISAL REPORT FOR:

NAME.....

REVIEW PERIOD

Instructions

- The appraisal should be based on agreed responsibilities and targets between the appraiser and the appraisee.
- Specific instances and concrete examples must be provided especially where the highest and lowest rating has been awarded.
- Do not refer to previous rating periods. Base your appraisal on the current rating period's work only.
- Failure to give an impartial appraisal is not in the interest of the employee, his colleagues and the University and it is also a serious reflection on the Reporting Officer.

FROM TO

PART I: TO BE COMPLETED BY THE APPRAISEE

1. Personal/Service Details

Employee's Name	Employment Number	Date of Birth
Date Joined Service	Current Designation	Date appointed to present position
Salary Grade	Department	Length of service under current Supervisor

2. What were your most significant achievements/contributions the during review period?

3. Explain any serious difficulties you experienced during the review period

4. Suggest possible solution(s) to the difficulties experienced

5. Your opinion on your **work performance** during the review period

6. Performance assessment at the University is an ongoing process. It is recommended that appraisal meetings are held at least 4 times a year to provide for feedback on an ongoing basis. In the table below, please provide meeting dates during the year and attach the **Ongoing Performance Evaluation Forms** for meetings during the year as an appendix to this document.

Meetings	Date
Meeting 1 (agreeing objectives)	
Meeting 2	
Meeting 3	
Meeting 4 (annual performance meeting)	

Name _____ Signature _____
 Date _____

PART II: PERFORMANCE TARGETS

Section 1. Performance Rating versus targets (to be completed by appraisee and should be reviewed by appraiser in the presence of appraisee) Section 1 carries **75%** and Section 2 or 3 carry **25% respectively**.

Mark against each target to indicate the rating, please provide concrete examples related to the rating you have awarded. (Please compute the rating score based on the rating key and formula given below)

Computation: $\frac{\text{Total Maximum Score}}{\text{Number of Major Targets}} = \text{Rating Scores}$

Rating Key: **1** = below average, (15%) **2** = average, (30%) **3** = good (45%), **4** = very good, (60%) **5** = outstanding (75%): **MUST ALSO REFLECT THE BENCHMARKS IN THE SCHEMES OF SERVICES.**

S/n	Major targets and responsibilities agreed upon during the review period from to.....	Summary of specific achievements against the agreed targets and responsibilities	Summary of specific shortfalls in the performance of the tasks	A'see score	A'ser score	Final A'ser score
1						
2						
3						
4						
Total Scores Obtained						

SCORE _____ %

Appraisee's signature _____ Date _____

Appraiser's signature _____ Date _____

Section 2. GENERAL CAPABILITIES (for senior positions –to be completed by appraiser and reviewed in the presence of appraisee)

(Mark against each objective to indicated (1-Poor = 5%; 2 – unsatisfactory =10%; 3- Satisfactory = 15%; 4- Above Average = 20%; 5-Excellent =25%).

**Computation: Total Maximum scores = Rating Scores
Number of Objectives**

S/ n	Objective	Appraiser's Comments	Appraiser Score	Agreed Score
1	Organization and planning: Demonstrates organizational skills in terms of planning and implementing tasks.			
2	Teamwork: Ability to motivate staff/students and obtain their cooperation, committed to building winning teams and lead by example. Shares knowledge and information, recognizes capabilities.			
3	Integrity: Maintains objectivity even in circumstances where individual interest may be in danger. Open minded and able to accommodate diverse personalities.			
4	Support Personal Growth: Supports and coaches peers and subordinates to achieve set objectives.			
5	Decision making: Readiness to take decisions, render judgment and take actions			
6	Client service oriented: Sees the clients/staff/students/etc as the most important stakeholder. Sensitive to the needs of the internal and external clients and strives to create satisfaction at all levels.			
7	Problem solving: Ability to come up with creative solutions to organisational problems or develop opportunities			
8	Open: Maintains open communication within her/his department and across the University. Values feedback from other staff, superiors, students and customers.			
9	Adaptability: Able to adapt well when unforeseen circumstances demand change of direction and assist subordinates view the changes positively.			
10	Honesty and Transparency: Maintains commitment to honesty, truth and integrity. Practices conformance to University values, set policies and procedures. Does not tolerate ethically questionable short cuts to achieve short-term goals.			

Total Scores Obtained		
------------------------------	--	--

Score _____%

Total score, section 1 and 3 _____%

Section 3. GENERAL CAPABILITIES (for general staff –to be completed by appraiser and reviewed in the presence of appraisee)

Mark against each objective to indicate (1-Never = (0%); 2-Occasionally = (12.5%); 3- Always = (25%))

Computation: $\frac{\text{Total Maximum Scores}}{\text{Number of Objectives}} = \text{Rating Scores}$

S/n	Objective	Appraiser's Comments	Appraiser Score	Final Score
1	Client service oriented: Sees the client/staff/student as the most important stakeholder. Sensitive to the needs of the internal and external clients and strives to create satisfaction at all levels.			
2	Honesty and Transparency: Always accountable and willing to report and explain actions taken. Maintains open communication within department and across the University. Values feedback from other staff, superiors, students and clients. Operates within set policies and procedures and maintains high standards of ethics.			
3	Independence: Plans and executes tasks with minimum supervision. Respects agreed outputs, deadlines and keeps to procedures. Always respects and honor promises given to internal and external clients/stakeholders			
4	Respect and Support Others and value teamwork. Always willing to participate in activities related and/or not related to job function to achieve the HKMU's objectives. Open to knowledge sharing and assisting others to acquire skills & improve performance.			

	Any other comments not covered above		n/a	n/a
	Total Scores Obtained			

Score _____%

Total score, section 1 and 2 _____%

PART III: RATING AND COMMENTS

a) Rating for this review period

91 – 100	Excellent	A+	5	Role model
81 - 90	Very Good	A	4	Exceed requirements of the job
60 - 80	Good	B	3	Meets requirements of the job
41 – 60	Average	C	2	Satisfactory performance/improvement required
21 - 40	Below average	D	1	Development required
0 – 20	Mediocre	E	0	Does not meet requirements of the job

b) Comments by the Appraisee

<p>_____</p> <p>_____</p> <p>Name</p> <p>Date</p>	<p>_____</p> <p>_____</p> <p>Signature</p>
---	--

c) Comments by the Appraiser (include recommendation of training, coaching, salary review and if possible redeployment)

--

_____	_____	
Signature	Designation	Date

APPENDIX C10 – INDIVIDUAL LEARNING PLAN (ILP)

INDIVIDUAL LEARNING PLAN (ILP)

Employee's Name Supervisors Name: _____

Job Title. _____

Date: _____

For skills that require formal training please be informed that these are not guaranteed until the annual plan is finalised for the University. Final trainings offered will be determined with a number of factors in mind including but not limited to: cost, number of participations, access to facilitators/training institutions etc.

Skills / Performance Gap	Outcomes Expected	Suggested training and / or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill / development area	Support Person
1.						
2.						
3.						
4.						
5.						

APPENDIX C11: EMPLOYEE’S REPORT OF INJURY FORM

Instructions: Employees shall use this form to report all work related injuries, illnesses, or “near miss” events (which could have caused an injury or illness) – *no matter how minor*. This helps us to identify and correct hazards before they cause serious injuries. This form shall be completed by employees as soon as possible and given to a supervisor for further action.

I am reporting a work related (please select):		1 Injury	2 Illness	3 Near miss
Your Name:				
Job title:				
Supervisor:				
Have you told your supervisor about this injury/near miss?		D Yes	D No	
Date of injury/near miss:			Time of injury/near miss:	
Names of witnesses (if any):				
Where, exactly, did it happen?				
What were you doing at the time?				
Describe step by step what led up to the injury/near miss. (continue on the back if necessary):				
What could have been done to prevent this injury/near miss?				
What parts of your body were injured? If a near miss, how could you have been hurt?				
Did you see a doctor about this injury/illness?		D Yes	D No	
If yes, whom did you see?			Doctor’s phone number:	
Date:			Time:	
Has this part of your body been injured before?		D Yes	D No	
If yes, when?			Supervisor:	

Your signature:	Date:
-----------------	-------

APPENDIX C12: SUPERVISOR'S ACCIDENT INVESTIGATION FORM

Name of Injured Person _____

Date of Birth _____

Telephone Number _____

Department _____

(Circle one) Male Female

What part of the body was injured? Describe in detail.

What was the nature of the injury? Describe in detail.

Describe fully how the accident happened? What was employee doing prior to the event? What equipment, tools being using?

Names of all witnesses:

Date of Event _____

Time of Event _____

Exact location of _____

event: What _____

caused the event?

Were safety regulations in place and used? If not, what was wrong?

Employee went to doctor/hospital? Doctor's Name

Hospital Name

Recommended preventive action to take in the future to prevent reoccurrence.

Recommended compensation supported by evidence.

Supervisor Signature

Date

APPENDIX C13: TRAVEL REQUISITION FORM

HUBERT KAIRUKI MEMORIAL UNIVERSITY

Full Name: _____

Designation: _____

Department: _____

Destination: _____

Departure date: _____

Return date: _____

Duration (days): _____

Purpose of travel: _____

Means of Travel: _____
Means of transport: () plane () car () bus

*Will you need transport while in the region? YES/NO

Note: All car hire while working out of duty station must have prior approval of the VC

Certified by: _____ Date: _____
Head of Department

Approved by: _____ Date: _____
VC

Note: All Air travel local & international should be approved by the VC

APPENDIX C14: EXTENSION OF STAY REQUISITION FORM

HUBERT KAIRUKI MEMORIAL UNIVERSITY

Full Name: _____

Designation: _____

Department: _____

Destination: _____

Planned Return date: _____

Days to be extended: _____

New Return Date: _____

Reasons for Extended stay: _____

Certified by: _____ Date: _____
Head of Department

Approved by: _____ Date: _____
VC

Note: The VC must approve all extension of stay

APPENDIX C15: OATH OF CONFIDENTIALITY

HUBERT KAIRUKI MEMORIAL UNIVERSITY

OATH OF CONFIDENTIALITY

I, _____ as an employee of Hubert Kairuki Memorial University shall at all time observe the strictest secrecy in relation to all messages, communications, business and other matters whatsoever from time to time transmitted, kept, made, communicated or done by me or coming to my knowledge in the course of or during the employment with the University, and that I will not whether during or after my employment with the University, without the consent of the University, disclose, divulge, make known to any person or persons whatsoever any such messages, communications business or any other official matters unless compelled to do so by a Court of Law or other competent tribunal.

Name and Signature of Employee: _____

Name and Signature of Witness _____

Date: _____

Place: _____

Filed in Personal File on _____ **by** _____