



**MURANG'A TEACHERS COLLEGE**

**HUMAN RESOURCE POLICY AND  
PROCEDURES MANUAL**

**First Published in 2023**

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## **ACKNOWLEDGEMENT**

The Murang'a Teachers Training College Human Resource Policy and Procedures Manual aims at ensuring that the College complies with labour laws and adopts best practice in the management of resources for improved efficiency and productivity.

It is a considerable achievement by the Members serving in the Board of Management during the September 2019 September 2022 term of service, considering that the manual is the first concrete consolidation of employees' responsibilities, rights, benefits and expectations while working for the College. I am grateful to the Ministry of Education Officials for challenging the College to develop a Human Resource Policy manual and to the entire Board of Management for taking up the challenge.

I appreciate the valuable input by each of the BOM members towards actualizing the development of the manual.

I also sincerely thank the steering committee that tirelessly; through meetings, collated inputs from various quarters, developed a number of drafts and finally presented the final draft to the Board of Management for enrichment and approval.

The contribution from the mentioned persons would not have been implemented without the commitment of the Murang'a Teachers Training College Principal to timely execute decisions made about developing the document and facilitating the persons involved whenever they needed any facilitation, her loyalty to duty was of great value to the committee steering the whole process of development and production of this document.

Mrs. Irene Kibandi  
Chair Board of Management

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## **2019 – 2022 BOARD OF MANAGEMENT MEMBERS**

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### **A BRIEF BACKGROUND OF THE COLLEGE**

Murang'a Teachers College is one of the about 32 public teacher training colleges specializing in training teachers for early childhood education and primary school levels in Kenya. The training is at diploma level. The College was constructed by the government of Kenya through the support of the World Bank. It is located along the Nairobi- Nyeri/Embu highway, approximately 70 kilometers North of Nairobi. It stands on 100 acres of land.

The College was constructed by 'China Jiangsu International Economic Technical Co-operation' of China. The College opened its doors to the public with an admission of 360 students on 22nd October 1991. In September 1992 the college enrolled the second cohort of 360 students bringing the student population to 720. The capacity of the College is expected to increase to 1000 students following the completion of a new hostel which is under construction.

The College was officially opened by the Second President of the Republic of Kenya, His Excellency Daniel T. Arap Moi, C.G.H., M.P. on 12th October 1992.

## **Our Vision**

To be a leading centre of excellence in teacher education and human resource development in Kenya

## **Our Mission**

To develop competent and adaptive primary school teachers through effective and efficient training based on contemporary pedagogical skills and practices

## **Our Core Values**

The teaching profession is driven by a set of values, norms and ethics. These principles and values are inculcated to the trainees through the teacher training process. It is envisaged that the implementation of the Teacher Education Curriculum imparts the teacher with the prerequisite knowledge, skills and attitudes espoused in the Teachers Service Commission's code of ethics and regulations. To achieve this, the College has a set of values that are captured as follows:

- i. Team work
- ii. Integrity
- iii. Professionalism
- iv. Respect
- v. Adaptability

The core values drive the rich organization culture, patriotism and loyalty to Murang'a Teachers Training College by the students, teaching and non-teaching staff. Beside the core values singing the college anthem in college assemblies renews our loyalty and identity.

## **Our Motto**

“Elimu ni Mwangaza” (in Kiswahili language) which translates to “Education is enlightenment/Light” (in English language)

## DEFINITION OF TERMS

**Appraisal:** Recorded objective assessment of an employee's performance and conduct at a certain specified time interval.

**BOM:** Board of Management.

**Department:** Unit(s) performing similar tasks that are put together into one functional area under a supervisor or Head of Department (HOD).

**Employee:** A person engaged by the College on a fixed period or on contract paid on a monthly basis by the BOM or by the TSC.

**Employer:** Bodies responsible for remunerating persons engaged by the College on a fixed period or on contract paid on a monthly basis.

**Honoraria:** A token payment made to bestow recognition to an individual for services they perform, for which payment is not required. Therefore, payment to the recipient is at the discretion of the payer.

**Hours of work:** The hours or parts of hours during which an employee performs work for the College employer and includes hours during which the employee is required by the employer to be present and available to work.

**Maternity Leave:** Leave granted to an expectant female employee as she approaches delivery time to care for the infant.

**Next of kin:** The name of person provided by the employee for the purpose of contact during an emergency. In the event of death, the person assumes the role of a legal administrator of the deceased's estate in accordance with the Laws of Kenya.

**Paternity Leave:** Leave granted to a male employee during the wife's confinement following delivery.

**Probation:** The initial period upon new appointment where an employee is regarded as being on observation to determine suitability.

**Resignation:** Act of an employee voluntarily choosing to terminate their employment before attaining retirement age or before end of contract period.

**Resources:** A stock or amount of money, materials, staff, employer's time and other assets at the disposal of the College to use in order to function effectively.

**Retirement:** Termination of employment or service by an employee in accordance with the employers' retirement policies, including voluntary retirement and compulsory retirement applicable to the salaried employees.

**Selection panel:** A team of members committed to interviewing and selecting a person for a position. The selection panel provides varying perspectives, helps to eliminate biases, and benefits the College by involving the employer and potential employee in the hiring decision.

**Sexual harassment:** Making a request or exerting pressure for sexual favours, making careless or intentional physical contacts that are sexual in nature and making gestures, noises, jokes or comments, including innuendos regarding another's personality.

**Termination:** Separation between the College and an employee either by the employee resigning from the College service or the College determining that an employee's service is no longer required for various reasons.

**The College:** Murang'a Teachers Training College (MTTC)

**TSC:** Teachers Service Commission, the Kenya Government body responsible for registration of teachers and the major employer of the teaching staff in the College.

## **1.0 INTRODUCTION**

### **1.1 Purpose of the Policy**

The purpose of this policy is to provide each employee of Murang'a Teachers Training College with a reference document on policies, rules, regulations and the terms and conditions of employment. It incorporates policies and procedures for the good of the College and the welfare of the employees in order to create a healthy working environment.

### **1.2 Scope of the Policy**

This policy shall apply to all employees in the College. However some parts of this policy may not apply to the teaching staff who are employees of the Teachers Service Commission. The BOM shall be responsible for implementing the policy to the maximum benefits to the College and to the contentment of the employees.

## **2.0 RECRUITMENT POLICY**

### **2.1 Policy Statement**

MTTC is committed to provide a structured and consistent approach to all recruitment. Whenever employment opportunities arise, the relevant department shall raise the matter with the Principal, who in consultation with the Chair BOM will advise on the way forward.

For short term jobs, the institution will make every effort to consider contracting for a short period. For long term jobs, a selection panel will be established. All employment shall be on contract in writing.

In every category of employment, the major consideration will be to hire persons with the appropriate knowledge, skills, attitudes and values needed in the position(s). The other consideration will be the financial ability of the college to financially and sustainably compensate the employee(s).

### **2.2 Terms and Conditions of Employment**

Employment is not permanent and pensionable. Reference will be made to the agreement between Kenya Union of Domestic, Hotels,

Educational Institutions, Hospitals and Allied Workers (KUDHEIHA) Trade Union and Ministry of Education and the Employment Act 2007. An employee shall be given a letter of appointment detailing his/her duties and responsibilities. On employment, the employee will be put on probation for a period of six months.

On completing the probation period the confirmation to the position shall be in consultation with the supervisor of the employee during the period of probation. Where confirmation does not occur the employee may be terminated or probation extended to a further six months period.

### **2.3 Recruitment Guidelines/Principles**

- i) The College Board of Management may appoint a selection panel to recommend qualified persons for a required position.
- ii) All recruitment will be subject to availability of vacancies in the establishment approved by the MOE.
- iii) The College will maintain and use standard job specifications for all posts approved by the MOE as the basis for all recruitment.
- iv) Applicants will be recruited on merit based on their academic and/or professional qualifications and experience after undergoing an interview.
- v) No fixed term appointment will be made in excess of the authorized establishment.
- vi) The offer of appointment will be subject to acceptable references being received from previous employers where applicable.
- vii) Should the College receive negative information on a prospective employee, the BOM reserves the right to terminate the appointment. An employee found to have concealed or given false information or neglected to give information regarding any criminal or similar offence may be subject to instant dismissal.

### **2.4 Recruitment Procedures**

In actualizing the steps involved in the recruitment the Principal will be in-charge, on behalf of the Board of Management.

- a) The Principal will advertise the vacant position giving details of the minimum qualification requirements.

- b) All application forms shall be received by the Office of the Principal.
- c) The Office of the Principal will do the shortlisting of qualified applicants.
- d) In consultation with the BOM Chair the Principal will set the date of the interview and communicate the same to the shortlisted applicants.
- e) A selection panel will conduct the interviews.
- f) The selection panel will give recommendations to the BOM on whom to hire, based on the outcome of the interviews.

## **2. 5 Selection Panel**

A selection panel will be constituted with the BOM Chair being the chair of the panel and the Principal being the Secretary. The panel may co-opt experts to advice on subject matter specialization/ operational requirements.

The panel shall identify candidates best qualified to meet the needs of a position. The panel shall consist of an odd number not exceeding seven (7) people who reflect gender consideration.

### **The role of the panel is to:**

- a) Develop the job advertisement;
- b) Formulate interview questions and responses;
- c) Conduct 'in person' and / or 'online' interviews;
- d) Promote the institution commitment to equal opportunity and diversity throughout the recruitment process;
- e) Maintain strict confidentiality throughout the process; and
- f) Recruit the most suitable candidates for the position.

## **2.5 Type of Appointment**

### ***2.5.1 Long term Contract Appointment***

The College will mainly make appointment of persons recommended by selection panel and approved by the BOM on contract for a specified period, renewable upon satisfactory performance and existence of the same opportunity. Every employee on contract will be given an appropriately drawn up contract setting out terms and conditions on which the employee will serve. Employees on contract terms will be

bound by the College's general requirements like other employees and the employment contract.

Both the College and the employee on contract terms may have equal rights to terminate the contract by giving at least a month's notice or the required length of notice according to the terms and conditions in the contract. The notice period or payment in lieu of notice of salary will not exceed one month.

### ***2.5.2 Short Term Contract Appointment***

Engagement of any persons on short term contract should be made only in circumstances of unforeseen or seasonal work. Engagement on this basis will vary between one day and one week. Wages will be paid at the end of each day or as agreed at the beginning of the engagement. Payment of wages will be as agreed with the employee and labor rules.

## **3.0 PERFORMANCE MANAGEMENT POLICY**

### ***3.1 Purpose of the Policy***

The purpose of this policy is to outline the College's performance management system to ensure that all departments and individual employees clearly understand the process and what is expected of them.

*Specifically, the policy is aimed at:*

- a) Guiding the entire College in shared and individual performance, planning and monitoring for successful achievement of set targets;
- b) Ensuring consistency and fairness in the evaluation of employees;
- c) Providing a mechanism for identifying performance gaps and taking remedial actions for continuous improvement; and
- d) Fostering a performance-oriented culture based on open and honest communication between the employees and their managers.

### **3.2 Scope of the Policy**

This policy shall apply to all BOM employees, otherwise TSC employees are appraised through the Teachers Performance Appraisal and Development (TPAD) system.

Employees shall be expected to sign a performance agreement with their supervisors at a specified interval.

The primary responsibility for implementing this policy rests with the Principal.

The immediate supervisors at department level shall provide employee performance appraisal reports to the BOM through the Principal.

### **3.3 Statement of commitment**

The College is committed to providing all resources required and in adequate amounts by the employees towards realization of their set targets. Resources shall also be provided towards innovations which employees may propose to improve productivity and efficiency.

### **3.4 Setting of Performance Targets**

*Performance targets shall be formulated in the three levels as follows:*

#### **a) Annual College performance targets**

The Principal shall formulate the annual College work plan in line with the strategic plan with clear annual performance targets for the College. Such work plan and targets shall be communicated to the BOM and to all College employees.

#### **b) Departmental performance targets**

Each department shall formulate a work plan in line with the annual College work plan with clear annual performance targets for the department and communicate the work plan and targets to the employees in the department.

#### **c) Performance targets for individual employees**

Each supervisor shall meet with the employees under their direct supervision to discuss and formulate annual individual work plan with

clear individual performance targets. The departmental work plan and targets shall form the basis for the formulation of the individual work plans and performance targets.

### **3.5 Recognition and Commendation**

*The performance management system shall form the basis for making decisions in the following areas:*

- i) Reward and approval in relation to performance;
- ii) Identification of job related employees development needs; and
- iii) Placement, promotion and upward mobility of employees.

## **4.0 POLICY ON STAFF CONDUCT**

### ***4.1 Personal Appearance***

All employees shall be expected to dress in a manner that reflects the professional standing of the College. Uniformed employees shall be expected to wear well maintained uniform at all times they are on duty. Appropriate and decent dressing and personal hygiene shall be maintained at all times.

### ***4.2 Alcohol and Drug Abuse***

The College shall not condone alcohol or drug abuse at the workplace. Employees who are found out to be affected by alcohol and/ or drug abuse shall actively be encouraged to seek professional help from the College Counsellor. As such, the following constitute a violation of this code and shall lead to disciplinary action:

- i. Dispensation; possession or use of alcohol or other drugs in the workplace.
- ii. Smoking within non-designated areas of the College.
- iii. Drug trafficking.

### ***4.3 Conflict of Interest***

An employee shall declare to the Secretary to the BOM his/her personal interest (including the interest of a spouse, relative or business associate) where such interests are likely to interfere with official duties or affect personal judgement on official matters.

#### ***4.4 Integrity***

The College has a written policy on Integrity and Corruption prevention; all employees are expected to familiarize with it. Any deviation from the expected level of integrity shall lead to disciplinary action.

#### ***4.5 Confidentiality***

An employee must not disclose any information concerning the affairs of the College or its employees, or show or release any official document or information without authority of the Principal. In this connection, only the Principal or a person authorized by the Principal acting on behalf of the BOM can make public any information concerning the College.

#### ***4.6 Care for College Resources***

All employees must act in the best interest of the College when handling College resources and property. Everyone is responsible for the resources placed under their control and care.

If college property is stolen or destroyed the employee responsible may be surcharged or be made to identify the person who stole or destroyed the property. Unauthorized removal or damage of College property may lead to the employee responsible being surcharged.

#### ***4.7 Handling of Gifts***

The Principal may receive gifts on behalf of the College. Such gifts shall be recorded in the gifts register of the college and be entered in the accounts book or in the inventory for monetary gifts or assets respectively.

No staff may receive any gift from any former, current or prospective supplier, contractor, consultant or student of the College. All gifts to employees must, before final acceptance thereof, be disclosed on the prescribed register.

#### ***4.8 General Misconduct***

Any of the following offences, without limitations shall amount to general misconduct leading to disciplinary action being taken against an employee:

- i) Uttering, writing or publishing threats of any kind or obstructing or otherwise acting or conducting oneself in such a manner which is offensive to or against any other member of the College.
- ii) Hawking within the College grounds.
- iii) Engaging in immoral conduct
- iv) Intimidation of students or colleagues.
- v) Sexual harassment
- vi) Incitement

#### **4.9 Gross Misconduct**

*Any of the following offences shall amount to gross misconduct so as to warrant summary dismissal of an employee:*

- i) An employee who uses abusive or insulting language or behaves in a manner insulting, to his/her employer or to a person placed in authority over him/her by the employer.
- ii) An employee who commits, or on reasonable and sufficient grounds is confirmed to have committed a criminal offence against or to the substantial detriment of his/her employer or employer's property.
- iii) Disclosing confidential information.
- iv) False claims for financial and/or other benefits.
- v) Excessive and chronic drunkenness at work place
- vi) Fighting with colleague employees, students or with any other persons at work place.
- vii) Any other matters not mentioned above, which constitute justifiable or lawful grounds for summary dismissal.

## **5.0 REMUNERATION, BENEFITS AND TERMINATION FOR FULL CONTRACT EMPLOYEES**

### ***5.1 Statement on Remuneration***

The person appointed as a full time or contract staff will be entitled to receive salary and any other allowance applicable for his or her job as per the prevailing guidelines.

The College depends wholly on Government of Kenya grants given through the Ministry of Education to pay the BOM employees. Where there is non-remittance of grants the College will consult with the MOE in collaboration with the other teachers training colleges on payment of salaries.

### ***5.2 Compensation for Hours of Work***

The employees shall work the normal hours in a week. In case there is need, an employee may be requested to work extra hours in the week in agreement with the management on need basis.

The employees who work beyond the normal eight (8) hours per day will be compensated as agreed. Compensation may be in form of extended leave or compensation in off day hours or monetary terms as applicable.

A honoraria may be paid to appreciate workers for services rendered during times when the College hosts guests or special activities which involve extra work. This may be determined by the profits made, and will range between 5% and 25% of the profits (shared among the employees involved). It may also consider the hours worked and the workers position/Job Group.

Any other forms of compensation may be determined by the Board of Management.

An employee may not merit getting the honoraria, for example one who has caused loses to the institution or failed to perform as per stipulated job description.

### ***5.3 Salary***

*a) At the time of appointment, each employee's salary will determined on the basis of:*

- i) The formal salary structure with reference to grants from MOE
- ii) Position and responsibilities
- iii) Experience, training and education

*b) Gross salary depending on Job group will factor in:*

- i. Basic salary
- ii. Housing allowance
- iii. Commuter allowance

### ***5.3.1 Salary payment***

Salaries will be paid on a monthly basis by the 30th of every month subject to availability of grants from the MOE. The College will prepare a payroll and post the pay in the bank account of the employees. Each employee will be issued with a pay slip.

### ***5.3.2 Deductions from salary***

The statutory deductions such as Pay As You Earn (PAYE), National Hospital Insurance Fund (NHIF), National Social Security Fund (NSSF) and any other deductions as stipulated by law will be done. An employee with a Higher Education Loans Board (HELB) loan must notify the College at the commencement of their appointment to facilitate remittance of deductions to HELB.

### ***5.3.3 Salary procedures***

a) Determination of salary payment: Employees will only be paid full salary for every month that they satisfactorily perform their duty. An employee will notify the accounts office the bank and branch, giving specific details of the account through which salary should be paid.

b) Other deductions from salary: Where an employee is liable to pay any amount to the College, such amount will be deducted from the salary or any sums due to the employee. Such deductions may include any amount for damage to, misuse or loss of the property of the College which may be occasioned by willful default of an employee or any amount due for indebtedness to the College, any other deductions

resulting from court orders, family disputes and fines arising from disciplinary proceedings.

An employee may also authorize the College to deduct specified amount of money from his/her salary to meet various obligations e.g. bank loans, Sacco loans or Employee Welfare loan, this will be subjected to the total deductions not being more than two thirds (2/3) of the basic pay and regular allowances. Authorization for these deductions ought to be in writing by the employee.

c) Entry point, promotions and salary increments: The BOM may from time to time issue directions to be implemented regarding promotions and salary increments. This may be determined by the prevailing financial circumstances. It may largely depend on the employee individual output, discipline, qualification and length of service.

d) Allowances: The allowances payable to employees will be as approved by the BOM from time to time. The allowance will be payable in accordance with rates and conditions applicable in each case as defined in the employees' letter of appointment and deployment.

#### ***5.3.4 Types of allowances***

These are allowances that are additional to salary and meant to compensate for additional responsibilities or working environment which basic salary does not fully compensate for. The allowances will be at the discretion of the employer and may include house allowance, commuter allowance and special responsibility allowance.

i) House allowance: House allowance is reimbursable allowance payable to employees on full time or contract employment. The allowance will be paid on monthly basis alongside the basic salary.

ii) Responsibility allowance: This allowance will be paid to certain employees due to nature of work or additional work they handle in the College. This will be at the discretion of the BOM.

iii) Subsistence allowance: An employee who travels away from the College on official duties and is required to stay overnight will be paid subsistence allowance to cater for board and lodging. When an employee travelling on duty is not required to spend a night away from College, he/she will be eligible for breakfast, lunch or dinner depending on the duration he/she will be out and at the respective per diem rates. The College will have defined rates for the allowances.

iv) Commuter allowance: Employees who commute to work from outside the college will be paid commuter allowance at the rates that will be approved by the BOM from time to time.

#### **5.4 Benefits**

A person appointed under full time or on contract will also be entitled to medical benefits, annual leave and any other benefits as may be approved from time to time and as applicable in the employment terms.

##### **5.4.1 Medical benefits**

The College will remit NHIF dues which consist; both contribution from the worker and a contribution from the College. The worker may identify suitable health facilities to attend when he/she needs medical attention.

##### **5.4.2 Housing**

*1. Employees shall not automatically be provided with housing within the Institution. Housing shall be provided by the Secretary to the Board of Management subject to:*

i. Availability of vacant houses in the Institution.

ii. Perceived need for housing to offer vital and emergency services.

iii. Housed employees will be charged an economic rent by the Board of Management. The employee will sign an occupational agreement with the institution (see Appendix 1: Tenancy Agreement).

*2. It is the prerogative of the Principal to repossess the institutional house if;*

- i. The current occupant or family is a security threat or inciter to other tenants.
- ii. The current occupant does not comply with the conditions stipulated in the occupancy agreement.
- iii. The current occupant ceases to be an employee of the institution.
- iv. The current occupant houses persons or person perceived to be a threat to the institution or other tenants.
- v. The occupant uses or encourages thoroughfare or ‘panya’ routes to the Institution

*3. The Principal and the Deputy Principal shall be freely housed in the Institution to oversee the smooth running of the college throughout the day and night.*

*This policy shall be subject to review by the Board of Management. It shall not contradict the National Labour Laws on housing of employees.*

### **5.5 Fringe Benefits**

*Employees may get from the College such benefits as:*

- i) Meals during working hours where applicable.
- ii) Space to do kitchen gardening within or near where one is housed.
- iii) Affordable water for domestic use by the housed employees.
- iv) A long term service recognition award shall be given to those who have a work experience of 20 years and above. They should not have any record of indiscipline at work.
- v) Employee innovation awards will be given as determined by the Board of Management. These will go to employees who come up with innovations which add value to the Institution. A committee to evaluate the beneficiaries of the award in this regard shall be constituted by the supervisors of the employee. This excludes persons with indiscipline issues.

vi) The Board of Management may give a token of appreciation to employee who retires honourably and to BOM members after completing their term(s) of services to the College. The value of the token shall be Ksh. 20,000 and given under the following conditions:

- a) Members of the BOM after serving in the board for at least one term.
- b) Teaching staff after serving the College for at least 10 years.
- c) BOM employees after continuously working for the College for at least 20 years.

## **5.6 Leaves**

### **5.6.1 Leave administrative policy**

a) The College shall encourage employees to go on leave as entitled. This shall ensure that the employees renew their energies hence becoming more productive. Leave is therefore aimed at rejuvenating employees and cannot be substituted unless circumstances demand.

b) All leaves are subject to the demand of service and shall be administered by the College at its discretion. In this regard, an employee on leave, other than sick leave, maternity or paternity leave, may be recalled before such leave ends due to exigencies of work.

c) When proceeding on leave an employee shall be expected to hand over his/her duties to an appropriate person as agreed with the Head of Department or immediate supervisor.

### **5.6.2. Categories of leave**

*The following categories of leave shall be recognized by the College*

#### **a) Annual leave**

- i) The leave year will run from 1st July to 30th June of the following year.
- ii) An employee shall be entitled to an annual leave of 21 working days but 30 days for the skilled employees in a leave year.
- iii) An employee shall qualify for an annual leave after serving the College successfully for twelve consecutive months.

iv) Employees will be expected to apply for annual leave by filling a leave application form. Leave application should be submitted to the office of the BOM secretary at least three (3 weeks) before the leave starts in order to give time for the identification of gaps created in carrying out of duties during the time the employee will be on leave.

***b) Sick leave***

i) An employee who is prevented by illness from carrying out his/her duties shall be required to produce a medical opinion from a qualified medical practitioner in a government facility. If the medical practitioner is satisfied that there is reasonable prospect of eventual recovery or fitness for duty, the employee may be granted sick leave. However, the College may seek a second medical opinion from a qualified medical practitioner if the request for sick offs is too frequent.

ii) Sick leave on full pay shall be granted for a period of up to three months in any one calendar year. If sickness extends beyond three months, the College shall continue to pay salary at half rate for a further three months.

iii) After the three months half salary where sickness extends the BOM would meet to advice on how to handle the case of the employee who will have exhausted his/her sick leave as provided.

***c) Compassionate leave***

Compassionate leave may be granted to an employee with due regard to the effect any absence will have on the person's duties. The leave will be as explained in the CBA.

***d) Maternity and paternity leave***

i) Maternity leave shall be granted to female employees for a period of three months with full pay.

ii) Male employees shall be granted a paternity leave of two weeks with full pay when their spouses have been delivered. Paternity leave shall be granted after delivery.

iii) Proof, certified medical documents will be required when applying for maternity or paternity leave.

iv) An employee shall be required to inform the Principal about her intention to take maternity leave, thirty days before the anticipated date of delivery.

## **6.0 DISCIPLINE POLICY**

### ***6.1 Statement of Intent***

The College is committed to the efficient management of all its disciplinary issues for the betterment of all its employees. We recognize the need for progressive interventions, to correct performance and discipline issues which may arise.

The College shall ensure that there is a just, fair and systematic approach across to address breaches in discipline, performance, and/or the policy on employees conduct. The policy shall be corrective rather than punitive.

Discipline at work place by all employees is to be maintained through punctuality, maximum productivity, good relations with others and integrity at work place. Any cases of indiscipline noted or handed over to the Secretary, Board of Management will be investigated. A warning may be given to the employee concerned. Where necessary, the indiscipline case may be forwarded to the BOM for determination.

In increasing severity, disciplinary measures may be as follows:

- i) Reprimand
- ii) Suspension
- iii) Surcharge penalty
- iv) Termination
- v) Summary dismissal

### ***6.1.2 Disciplinary procedures***

The College will have a BOM Sub-committee which will be responsible for discipline of the College employees. It is the policy of the College to ensure that the disciplinary process is fair and transparent and that every employee who breaches rules and regulations will be subjected

to the due process as provided in the Employment Act (2007), and any other law that may guide the conduct of employees in an education institution in Kenya.

The BOM as an employer has a right to discipline any employee for breach of any established rules and regulations or for any inefficiency. In order for the disciplinary procedure to be managed in an orderly manner, the employee's immediate supervisor has the obligation to ensure that discipline is maintained.

All employees are expected to conduct themselves in accordance with the institution's rules as stipulated in this policy and the various professional codes of ethics and conduct.

Supervisory leadership that develops a willing adherence to the necessary rules and regulations of the College will be enhanced. This includes aspects such as training, corrective training, re-training, motivational guidance, etc.

*The following pillars will be in place always to guide the College BOM in handling cases of indiscipline:*

- a) Principles of fairness
- b) Procedural fairness
- c) Substantive fairness
- d) Burden of proof
- e) Fair treatment to the employee
- f) Consistency
- g) Considered circumstances (it is important to consider the circumstances when deciding on the severity of the penalty, or indeed whether there should be any disciplinary action at all).

The disciplinary committee cannot deviate from the Disciplinary Policy unless they have approval from the Custodian of the Disciplinary Policy.

It is a well-established principle of law that everyone has the right to be heard. This also includes the right to appeal. The right to be heard also means that the individual must be told of the charges against him/her, and he/she must have full opportunity to defend himself and to call witnesses. It is also a well-established principle of law that a person

must not be judged by his accuser. These functions must be separated. The hearing officials should not be party to the dispute or issue. They must not have a direct interest in the outcome. Both disciplinary and appeal hearings must be recorded in writing.

#### *Non-Appearance*

A disciplinary committee shall have the full right to continue with a disciplinary hearing in the absence of the accused/representative/witness, should the accused, representative and/or witness fail to appear before the disciplinary committee for a disciplinary hearing on the date and time as scheduled, without a written request that the hearing be postponed and without good cause.

#### *Non-Participation*

An accused shall have the right to choose whether or not to participate in the disciplinary proceedings. The disciplinary committee shall only be obliged to consider the evidence tabled during such a disciplinary hearing. Such non-participation could potentially jeopardize the case of the refusing party.

### **7.0 GRIEVANCE HANDLING**

Employees' grievance handling procedure is designed to address problems that employees may encounter in the course of their work and have them resolved in consultation with their supervisors and to do so as quickly and as efficiently as possible.

Where efforts to resolve grievances with the immediate supervisor have failed, the following procedure will be followed:

a) The grievance should be forwarded to the Secretary to the BOM who should make every effort to resolve the situation.

b) Where the grievance is not resolved at stage (a) aforementioned the Secretary to the BOM will hand over the matter to the relevant BOM Committee. The Sub-committee should meet to resolve the matter to the satisfaction of all the parties involved. The Committee will give a report in a full BOM meeting on how the grievance was resolved.

c) An employee who believes he/she has been treated unjustly, unfairly or contrary to the terms and conditions of his/her employment, shall have his/her grievance handled by a meeting of the full Board of Management.

Where an issue remains unresolved at this stage, it shall be deemed that all internal mechanisms have been exhausted and the employee may consider external options.

## **8.0 OCCUPATIONAL, HEALTH AND SAFETY**

### ***8.1 Scope of the Policy***

This policy shall apply to all College employees, students and persons hosted in the College but only during the period they are within the College or/and using College facilities.

### ***8.2 Statement on Health and Safety Policy***

The College shall be committed to ensuring that the health, safety and welfare of the employees and students are well taken care of. The College shall also fully accept its responsibility for other persons who may be health wise affected by its activities. In this regard the College will take steps to ensure that statutory responsibilities on health and safety matters are carried out at all times.

*Employees individually and collectively shall:*

- i) Ensure smoke free work place;
- ii) Reduce other health hazards like dust, dirt, litter, sharp sticks and metals;
- iii) Reduce threat of slippery floors and open sewers;
  
- iv) Keep hostile farm animals away to avoid butting of people;
  
- v) Avoid violence at work place. Any employee observed to be violent physically or verbally may have his/her employment terminated for the physical and psychological safety of all;

vi) Participate in preventing spread of contagious diseases; this includes politely keeping aware the infected person and other environmental containment measures;

vii) Respect the conduct concerning alcohol and drugs abuse as elaborated in this document under policy on staff conduct;

viii) Vaccine and Testing Policy on COVID-19 and any other pandemic, information shall be given through the college management to avoid peddling of falsehood. All necessary effort shall be made for the welfare of the employees, families and students. However, vaccination shall be voluntary for all unless national policy directs otherwise.

## **9.0 SEPARATION/TERMINATION OF EMPLOYMENT POLICY**

### ***9.1 Policy Statement***

The College values all employees and as such it shall be obliged to ensure that there is a fair, equitable and respectable separation with an employee when it occurs. This policy is meant to protect the interests of the employer and the employees where the services of an employee are to be terminated. The Board of Management shall be guided by the Ministry of Education policy and Labour Laws on Non-teaching Staff establishment in regard to termination of employment.

### ***9.2 Scope of the Policy***

The policy shall be applicable to all BOM employees and TSC employees where applicable.

### ***9.3 Forms of Separation/Termination***

Forms in which employees shall be separated from the services to the College are described as follows:

#### ***9.3.1 Termination in accordance with employment contract***

An employee may terminate his/her services to the College at the end of contract period. Where the College does not wish to renew the contract of an employee, the employee shall stand terminated at the

end of the contract period. The employee shall be entitled to his/her benefits as per the employment contract.

A copy of the termination letter shall be sent to the local labour officer – for information purposes.

Where the employee is the member of the Union, the Union will be given a copy of the termination letter.

### **9.3.2 Resignation**

Any employee who considers resignation shall be free to give a one month notice on the same. Request to resign shall be in writing. When resignation is accepted the employee may be entitled to corresponding terminal benefits depending on years of service.

An employee who resigns after an indiscipline case shall pay what he/she owes the college and in case of theft, shall pay for stolen property as determined by the Board of Management.

No employee shall interfere with investigations or action taken by law enforcement officers to ensure justice. Any such interference may lead to disciplinary action.

### **9.3.3 Retirement**

#### **9.3.3.1 Types of retirement**

##### *a) Mandatory retirement*

An employee will retire upon attainment of the mandatory retirement age as per the agreement between KUDHEIHA Trade Union and Ministry of Education and the Employment Act 2007. The Principal will inform the employee of the impending retirement by giving a reasonable notice of not less than six months.

##### *b) Voluntary retirement*

An employee on attaining the age of fifty years may opt to retire anytime thereafter or may be required to retire anytime upon approval of the Principal on the recommendation by the BOM. An employee will normally be required to give three months written notice of his/her intention to retire.

### *c) Compulsory retirement*

An employee attaining 50 years of age may be required to retire from the College's services at any time in circumstances where there is breach in contract not necessitating dismissal. Where the College considers that an employee should be called upon to retire under this rule, the employee will be informed as such in writing and given two months' notice or such other notice period as the circumstances necessitating his removal may demand.

### **9.3.4 Redundancy**

Employee redundancies may be made due to shortage of work, abolition of certain positions in respect to staff establishment expected by the Ministry of Education.

An employee leaving the College on grounds of redundancy shall be entitled to benefits in line with Section 40 of the Employment Act (2007).

### **9.3.5 Summary dismissal**

A summary dismissal will be provided as a result of grave offence as outlined in the Disciplinary Procedures contained in this policy document. Gross misconduct calls for immediate dismissal and no notice shall apply.

### **9.3.6 Death of employee**

In the case of an employee dying while in service, the employment will terminate effective from the date of death. Accrued benefits will be paid to the designated beneficiary/next of kin as per details provided by the employee.

*For an employee who dies while in service, the College management shall:*

- i) Provide transport for colleagues to condole with the family;
- ii) Provide Kshs.20, 000/= or the equivalence in material support.

iii) Organize for speedy payment of death gratuity to the dependents as per the details provided by the employee.  
(In this regard employees should update the names of their next kin annually).

## **10.0 PERSONS WITH DISABILITIES (PWD) RIGHTS**

### ***The College shall:***

- a) Realise the right of persons with disabilities and not discriminate them;
- b) Allow/permit PWD to register with the organization for PWD incase they wish to do so;
- c) Not deny PWD access to opportunities incase of employment or promotion;
- d) Create physical and social environment friendly to PWD;
- e) Advice employees who are PWD on entitlement to tax exemption; and
- f) Sensitize employees on disability mainstreaming.

## **11.0 STAFF DEVELOPMENT**

***a) The College is committed to developing staff in terms of careers;*** this is expected to be a motivation to hard working and disciplined employees. Staff development may result from an employee in a lower cadre being identified to replace an employee in a higher cadre when the later terminates employment.

This employee may be sponsored for relevant training to fit in the new position. The employee must be competitively selected on the basis of:

- i) Discipline
- ii) KCSE grade/qualification
- iii) Performance rating
- iv) Perceived suitability for the position
- v) Enthusiasm for the position

Such employees may be promoted after successful completion of the relevant training. A certificate regarding the same must be availed.

*b)Employees may be sponsored for refresher courses where necessary.*

## **12.0 REVIEW AND REVISION OF THE POLICIES**

The College shall have the sole right and authority to make amendments to the policies and procedures in this manual provided that: -

The College employees, their representatives and other stake holders, where applicable, shall be notified of any proposed amendment to the policies, procedures, rules and regulations prior to the intended implementation date of such proposed amendments. Review to make amendments would be aimed at addressing new developments in labour laws, Ministry of Education requirements on staff establishment and provision of grants.

## **References**

1. Teachers Service Commission Code of Rules and Regulations 2015
2. The Kenya Employment (Amendment) Act No. 15 Of 2022
3. Collective Bargaining Agreement (CBA) of March 1986 between Ministry of Education and Kenya Union Of Domestic, Hotels, Educational Institutions, Hospitals and Allied Workers (KUDHEIHA)

**APPENDIX 1**  
**TENANCY AGREEMENT**

THIS TENANCY AGREEMENT is made this ..... day of .....  
In the year ..... BETWEEN Murang'a Teachers College  
of Post Office Box Number 232 – 01020 Kenol  
in the Republic of Kenya hereinafter referred to as the LANDLORD  
(which expression shall where the context so allows include her heirs  
and assigns) of the first part AND \_\_\_\_\_  
\_\_\_\_\_/I/D \_\_\_\_\_ Mobile Number \_\_\_\_\_  
an employee of \_\_\_\_\_ and  
of Post Office Box Number \_\_\_\_\_  
\_\_\_\_ in the Republic of Kenya hereinafter referred to as the TENANT(  
which expression shall where the context so allows include her heirs  
and assigns) of the other part AND WHEREAS IT IS MUTUALLY  
AGREED by and between the parties hereto as follows:-

1. THAT the Landlord shall let and the Tenant shall take the premises in Murang'a TTC – Makuyu being House number \_\_\_\_\_.
2. The rent for the said house shall be the sum of Kshs. \_\_\_\_\_ per month payable on \_\_\_\_\_ in advance by 10th of every succeeding month which rent shall be exclusive of water, light and conservancy charges. If the Tenant fails to pay on the agreed date he/she shall pay 10% of over and above the rent as penalty for default.
3. The Tenant shall pay a deposit of Kshs. \_\_\_\_\_ equivalent to one month's rent refundable on vacation less liability towards any damages rehabilitation incurred by the tenant if any.
4. THAT it is by consent that the rent shall be reviewed after every year.
5. The Tenant shall at all time during the tenancy keep the interior of the premises including the doors, windows, sanitary and apparatus,

fittings and the electrical wiring apparatus in order and shall hand over the premises in the same manner on vacation.

6. That the tenant shall not subject, part possession with the whole or part of the leased premises.

7. That the tenant shall permit the Landlord upon reasonable notice to enter into the said premises and view the state and condition thereof and also to execute or do any repairs or works for which the landlord is responsible.

8. The Tenant shall use the premises for residential purposes only.

9. The tenant may be allowed to do kitchen gardening within or near where one is housed on condition that domestic water is not used for irrigation.

10. That the tenant shall not sublet or transfer to any other person but will surrender the premises to the landlord.

11. That the tenant shall not sell liquor in the said premises.

12. The tenant shall not be entitled to make any alteration or addition to the premises or drive any nails, screw, bolts or wedges into the floor, walls, ceiling or woodwork of the said premises or the said furniture and effect with the consent of the landlord.

13. The tenant during the tenancy shall not sell goodwill to another person without consent of the landlord.

14. The tenant paying the rent hereby reserved and performing and observing all the agreements and conditions herein contained or implied and on its part to be performed and observed and may peaceably and quietly hold and enjoy the premises during the tenancy hereby created without any interruption from or by the landlord or any person on his behalf.

15. If the rent hereby reserved or any part thereof shall at any time be unpaid for a period of one (1) months and so remains unpaid the tenant shall be in breach of the said agreement.

16. The Tenant further consents to vacate the premises after failure to pay rent for at least one (1) month from the due date.

17. THAT the Landlord shall not be responsible for the tenant goods therein. The tenant shall maintain own insurance and adequate security.

18. The parties shall give each other a notice of one (1) months paid/occupied or otherwise before vacating the premises.

IN WITNESSETH WHEREOF both parties have hereunto set their respective hands on the date and year herein above written.

SIGNED by the LANDLORD	)	
	)	
.....	)	.....
	)	Signature)
	)	Date .....
	)	
In the presence of	)	
.....	)	.....
(Name)	)	(Signature)
	)	Date .....
	)	
	)	
	)	
	)	

SIGNED by the TENANT )  
 )  
 ..... ) .....  
 (Name) ) (Signature)  
 ) Date .....  
 )  
 In the presence of )  
 ) .....  
 ..... ) (Signature)  
 (Name) ) Date .....

**APPROVAL OF THE HUMAN RESOURCE POLICY AND EFFECTIVE DATE**

This Human Resource policy and procedures manual was approved by the Board of Management of Murang'a Teachers Training College on 17th June 2022 during the full board meeting through minute number MIN.BOM.62/06/2022

**AUTHORIZATION**


**BOM Chair:**

**Principal/Secretary to the**

**BOM:**

Name: IRENE KIBANDI

Name: NGURE P. KIHARA

Signature: 

Signature: 

Date: 10/05/2023

Date: 10/05/2023

**Official stamp**

