

MACHAKOS UNIVERSITY



TERMS OF SERVICE FOR STAFF

IN GRADES I TO IV

TABLE OF CONTENTS

1.0	AUTHORITY	1
2.0	INTERPRETATION	1
3.0	JOB DESCRIPTION	1
4.0	PLACE OF WORK	1
5.0	HOURS OF WORK	1
6.0	TENURE OF APPOINTMENT	2
7.0	TERMINATION OF APPOINTMENT	2
8.0	SALARY SCALES	3
9.0	HOUSING ALLOWANCE.....	3
10.0	OTHER ALLOWANCES	4
11.0	LEAVE.....	5
12.0	MEDICAL SCHEME.....	6
13.0	SUPERANNUATION	7
14.0	OVERTIME.....	7
15.0	MEDICAL EXAMINATION	7
16.0	ACCEPTANCE.....	7
17.0	DECLARATION.....	7
	APPENDICES	9

1.0 AUTHORITY

These Terms of Service are governed by the Universities Act, 2012, Machakos University Statutes and any other amendments thereto made under the authority of the Act in its present or amended form, provided always that the terms of any appointment made shall not be altered except with the approval of the University Council.

2.0 INTERPRETATION

The interpretation of these Terms shall rest with the Deputy Vice Chancellor (Administration, Planning, and Finance) subject to the right of appeal to the Vice Chancellor and to the University Council.

3.0 JOB DESCRIPTION

Without being limited to the generalities described below all staff should have a job description for their post which shall act as a guide to job requirements. However, staff may be required to carry out additional and alternative tasks as the University may require from time to time.

- 3.1 The duties of each member of staff shall be specified by the Head or Chairman of the Department acting on behalf of the University Council.
- 3.2 Except in the case of part-time appointments explicitly so designated, members appointed under these Terms shall regard their services to the University as full-time employment and shall not undertake other work which might encroach upon the time expected to be devoted to University duties without the permission of the Vice Chancellor.

4.0 PLACE OF WORK

Staff normal place of work shall be University sites and campuses but the University reserves the right to deploy staff to other work stations as the University may require.

5.0 HOURS OF WORK

Staff in these grades shall normally be required in their respective places of work between 8.00 am and 5.00 pm except for those whose duties may require them to work in shifts. Those who may be required to work beyond these hours may

accumulate hours/days which they may take as off at such times as may be determined by the University. Notwithstanding this, staff are required to be in their place of work during working hours of the week and may also be called upon to be on duty during the Lunch break or any other rest time depending on exigencies of work.

6.0 TENURE OF APPOINTMENT

Appointment may be made for any period to be specified in the Letter of Appointment.

Appointments on permanent terms shall be subject to a probationary period of six (6) months, which may be extended by a further period of six (6) months. All appointments not confirmed at the end of the maximum probationary period shall be deemed to be terminated at the expiry of such a period. Any staff working after the maximum probationary period without authority of the Council shall not be compensated for the period worked.

Except that where after confirmation on a lower grade a member of staff is appointed to a higher grade but is adjudged not to have satisfactorily completed the probation period for the higher post such member may at the discretion of the Vice Chancellor and on the recommendation of the Head or Chairman of the department be reverted to his former grade.

Appointments confirmed at the end of the due probationary period shall, be tenable up to the age of compulsory retirement which will be 60 years (or 65 years for persons with certified disability) unless the appointment is for a specific period or such earlier period as may be deemed necessary on grounds of serious ill health. The University Council reserves the right however to alter the retiring age as it may deem necessary.

7.0 TERMINATION OF APPOINTMENT

7.1 Appointment may be terminated by either the employer or the employee giving advance written notice of intention to terminate employment. The appropriate period of notice shall be as follows:

During probation and less than 3 years service: -1 month notice: 3 but less than 5 years service-2 months 5 but less than 10 years service -3 months 10 years and above service 4 months.

As an alternative to serving advance notice as at 7.1 above, appointment may be terminated by either party making payment equal to the basic salary of the employee for the equivalent period of notice.

- 7.2 At the discretion of the Vice Chancellor the required period of notice may be reduced or waived.
- 7.3 Notwithstanding the foregoing, the University reserves the right to terminate appointment without notice in case of gross inefficiency, in subordination, willful neglect of duty, refusal to carry out a reasonable order or conviction for criminal offence and conduct of a scandalous or disgraceful nature which Council shall deem such as to render the person concerned unfit to hold office. The University however, accepts the right of the Union to make representation on behalf of the members.
- 7.4 If a member of staff absents himself/herself from this place of work without permission for seven consecutive days, he/her shall be deemed to have automatically forfeited his/her appointment. However, if such a member subsequently gives an acceptable explanation for his/her absence, he/she may be re- instated in his former appointment or grade, at the sole discretion of the University Council.

8.0 SALARY SCALES

- 8.1 Appointment under these terms shall be within the salary scales indicated in **Appendix I**.

However, the University Council reserves the right to create within or outside these grades special posts under special conditions in accordance with its conception of the interests and efficiency of the University.

- 8.2 The incremental date for employees on these grades shall be 1st January annually for all those staff appointed and report for duty between 1st January and 30th June and the incremental date for those appointed and report for duty between 1st July and 31st December shall be 1st July annually.

9.0 HOUSING ALLOWANCE

- 9.1 Members of staff in these grades shall be eligible for housing allowance at the rates indicated in **Appendix II**.
- 9.2 The University shall not undertake to provide housing for members of staff in these grades. However, where the University at its discretion houses a member of staff in these grades, he/she shall be charged rent for University accommodation at the rate of 75% of the applicable Machakos town market rate.

10.0 OTHER ALLOWANCES

10.1 Acting Allowance

Acting allowance shall be payable to a member of staff who on the recommendation of the Head or Chairman of the Department and approval of the Vice Chancellor, is formally appointed to act in a higher graded post. To qualify for an acting allowance the acting appointment must last for at least 15 days. Acting allowances shall be paid at the rate of 15% of the officers' basic salary.

10.2 Travelling Allowance

On appointment or termination of appointment a member of staff on these grades shall be reimbursed the cost of traveling.

The rates are as indicated in **Appendix III**.

10.3 Subsistence Allowance

- i. Subsistence allowance will be paid to members of staff on official University business as per the Government prevailing rates released from time to time.
- ii. Where a member of staff is required to stay in a hotel whose rates exceed his/her authorized subsistence allowance he/she shall be reimbursed at a higher rate at the discretion of Vice Chancellor.

10.4 Mileage Allowance

For travel undertaken within East Africa on University business and with the recommendation of the Head of the Department, mileage allowance shall be payable at the rates currently applicable in the Kenya Public Service. Where a member of staff is required to travel on University business by means approved by Vice Chancellor, the entire cost of such travel shall be met by the University.

10.5 House to Office Allowance

A house to office allowance shall be paid to members of staff who use their own vehicles and who live outside University campus. The rates shall be the same as those applicable in the case of mileage allowance.

House to Office Allowance rates are as indicated in **Appendix IV**.

10.6 Leave Travelling Allowance

A non-accountable leave traveling allowance shall be payable annually to a member of staff in these grades when traveling on annual leave. This allowance shall be payable only if a member of staff has completed six months of service.

The rates are as indicated in **Appendix V**.

11.0 LEAVE

11.1 Leave Entitlement:

For staff serving under these Terms of Service, leave shall be earned at the rate of 21 days per annum, exclusive of Saturdays, Sundays and Public Holidays.

11.2 Leave Year

This shall be from 1st January to 31st December. Annual leave shall not be accummulative and any leave not taken in any leave year shall be automatically forfeited unless prior permission has been given by the Deputy Vice Chancellor (Administration, Planning, and Finance). Any such accumulated leave shall be taken in entirety together with the leave earned in the following year or otherwise forfeited. Normally not more than half of annual leave entitlement may be carried forward to a succeeding year.

11.3 Sick Leave

- i. A member of staff who is prevented by illness from carrying out duties is required to furnish a medical certificate by a qualified Medical Practitioner to this effect within two consecutive days of absence.

Provided that a qualified Medical Practitioner is satisfied that there is a reasonable prospect of eventual recovery and fitness for duty, a member of staff may be granted sick leave subject to the following maximum in any one year:

- a. Staff on Permanent Terms 3 months on full pay and 3 months on half pay.
- b. Staff on Contract terms 2 months on full pay and 2 months on half pay. In assessing entitlement to sick leave account shall be taken of whatever sick leave has been taken during that part of the three year period preceding the officer's illness.

11.4 Special Leave

Special leave including compassionate leave may be granted by the Deputy Vice Chancellor (Administration, Planning and Finance) having regard to the frequency of such absence on special or compassionate leave on the part of the member of staff and the effect of such absence on the officer's duties. Normally such leave shall not exceed 14 days in a calendar year.

11.5 Maternity Leave

- (a) Female members of staff are entitled to maternity leave with full salary for a period of three (3) months.
- (b) Maternity leave may be taken approximately one month before the expected date of confinement and an application for maternity leave should be submitted to the Deputy Vice Chancellor (Administration, Planning and Finance) through the Head or Chairman of the Department at least one month before the date of commencement of leave.

11.6 Paternity Leave

Male members of staff are entitled to a paternity leave of ten (10) working days with full pay following confinement of their legal spouses. Such leave shall be approved by the Deputy Vice Chancellor (Administration, Planning and Finance) upon production of a valid birth notification and a recommendation from the relevant Head of Department/Section.

12.0 MEDICAL SCHEME

MUC recognizes the importance of having a healthy workforce in its services. It undertakes to provide a medical scheme that supports its corporate vision and mission. All employees of MUC shall adhere to the University Medical Scheme Policy and Health Insurance as may be amended from time.

Eligibility

- a) Eligibility to the medical scheme will be on forfeiture of any medical allowance payable.
- b) Every employee in MUC service, excluding casuals shall be entitled to medical benefits for themselves and their eligible members of the family who include a spouse and four (4) dependant/legally adopted children under the age of eighteen (18) or twenty five (25) years for those still pursuing full time education.
- c) Only one registered spouse shall be entitled to the medical benefit.
- d) Eligible employees shall include the following:
 - i. Those serving on permanent terms of service;
 - ii. Those serving on probationary terms of service.

- iii. Contract terms exceeding one year

13.0 SUPERANNUATION

Members of staff in these grades shall be required to be members of the National Social Security Fund.

14.0 OVERTIME

A member of staff who is required to work in excess of the appropriate statutory weekly hours shall be given equivalent time off in lieu. Under exceptional circumstances overtime may be paid at 1½ times the basic monthly rate of salary for the first 3 hours overtime worked in any one day and double the basic monthly rate of salary for any overtime in excess of 3 hours worked in any one day.

15.0 MEDICAL EXAMINATION

All offers of appointment are conditional upon the receipt of a medical report satisfactory to Council on the fitness of the appointee to take up the appointment offered.

16.0 ACCEPTANCE

An offer of appointment under these terms shall be made by a Letter of Appointment in two copies accompanied by two copies of these Terms each signed by the Deputy Vice Chancellor (Administration, Planning and Finance) or such other University officer as may be authorized by the Vice Chancellor to sign on his/her behalf. Acceptance of the offer shall be deemed to include acceptance of the Terms of Service such acceptance being signified by the signature of the appointee on one copy of the Terms and one copy of the Letter of Appointment both documents constituting the contract between the Appointee and the University and finally notwithstanding the provision of the foregoing, Council reserves the right to alter at its discretion any clauses of these Terms.

17.0 DECLARATION

Members of staff are required to give true and accurate information and claims emanating from these Terms of Service. The University may at its sole discretion opt to take whatever action it may deem fit in the event of

submission of inaccurate information/claims, either on acceptance of this offer or any other time thereafter during the currency of the appointment made under these Terms of Service.

~~~~~  
SIGNATURE OF APPOINTEE

Date~~~~~

~~~~~  
DEPUTY VICE CHANCELLOR
(ADMINISTRATION, PLANNING & FINANCE)

Date~~~~~



APPENDICES

Appendix I

Basic Salary

Grade IV	Kshs.19,862 - 27,694.00
Grade III	Kshs.16,429 - 22,157.00
Grade II	Kshs.13,968 - 18,845.00
Grade I	Kshs.12,100 - 15,963.00



Appendix II

House Allowance

Grade IV	Kshs.11,800.00 per month
Grade III	Kshs.10,784.00 per month
Grade II	Kshs. 7,233.00 per month
Grade I	Kshs. 6,761.00 per month

Appendix III

Travelling Allowance

Grade	Passage &Baggage
Grade IV	Ksh4,945.00
Grade III	Ksh4,945.00
Grade II	Ksh3,680.00
Grade I	Ksh3,680.00

Appendix IV

House to Office Allowance

<u>Category</u>	<u>Rates (Kshs) per month</u>
Members of staff	
Who use own Vehicles	Kshs.5,000.00
Members of staff who use	
Any other means of transport	Kshs.3,000.00

Appendix V

Leave Travelling Allowance

Grades	Amount
III-IV	Kshs. 5,389.00 p.a
I ~ II	Kshs. 5,100.00 p.a