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# RTW GROUP HR MANUAL

## V1.01:2025

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*Part I: RECRUITMENT, SELECTION, APPOINTMENT AND TRANSFERS*

*1.1. Recruitment and Appointment*

*1.1.1. Human Resource Plans*

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The HR Department shall prepare Human Resource Plans to support achievement of goals and objectives in their Strategic plans. The plans shall be based on comprehensive job analysis and shall be reviewed every year to address emerging issues, trends, and needs.

For any position to be filled, there must be a staff requisition form filled and must be authorized by the Managing Director. A JD is prepared and attached with the requisition form.

Recruitments can also be done on need basis during the year should need arise that was not projected. The head of department shall fill an employee requisition form detailing the need, the title of the post, number of vacancies, job description, job specification.

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*1.1.2. Advertisement of Vacant Posts*

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The company will advertise all vacant posts in a manner that reaches the widest pool of potential applicants and allow for at least fourteen (14) days before closing the advert. The advert shall have the following details: the title of the post, number of vacancies, job description, job specification.

The advert shall be delivered in soft copy to the Company to be posted on its website.

Recruitment will be undertaken on the basis of fair competition and merit; representation of diverse communities across countries of operation; adequate and equal opportunities to all genders.

The recruitment panel shall consist of the MD, Respective Branch Manager, and HR Manager for senior level recruitments. Junior level recruitment can be Branch Manager, Line Manager, Hod and HR Manager.

Interview assessment will be filled and will be the basis of selecting a successful candidate.

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#### ***1.1.4. Offer of Appointment***

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Before taking up duty, a person appointed to any role will be issued with the appropriate letter of offer of appointment, as the case may be, which must be signed before he commences his/her duties.

An offer of appointment may be withdrawn if the candidate does not accept in writing and take up the appointment before reporting day of the offer.

It is the duty of the HR together with the Branch manager to ensure a work station, computer and relevant stationaries are available before reporting day of the new employee.

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#### ***1.1.5. Letters of Appointment***

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An employee appointed to a position in the Company shall be issued with a letter of appointment specifying the terms and conditions of service.

A letter of appointment shall state particulars of employment which should include the name and address of the employee, job title, date of commencement of appointment, terms and duration of employment, place of work, remuneration, terms and conditions of employment and terms of separation.

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#### ***1.1.6 Date of Appointment***

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

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#### ***1.1.7 Procedure for Confirmation in Appointment After Probation***

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The mandate of confirmation or terminating of employees in their appointments (probation) are delegated to departmental heads and Branch Managers and will be exercised on the advice of the Human Resource department.

The head of department will make a report on the employee's suitability for confirmation or otherwise at least two (2) weeks before the end of the probationary period and inform the employee accordingly.

Where the head of department fails to submit a report during the probationary period, the employee shall be confirmed in appointment.

Where an employee's performance is unsatisfactory, he shall be informed in writing and the probation period may be extended to a maximum period of three (3) months.

Should the employee's performance fail to improve on expiry of the extended probation period, his probationary appointment shall be terminated in accordance with the Company regulations.

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### *1.1.8 Non-Discrimination in Employment*

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The company shall promote equality of opportunity in employment and will not discriminate directly or indirectly against an employee on any grounds including race, sex, pregnancy, marital status, health status, ethnic or social origin, colour, age, disability, religion, conscience, belief, culture, dress, language, birth, sexual orientation (where legally protected), nationality, refugee status, political affiliation, or HIV/AIDS status.

Reasonable accommodation shall be provided for employees with disabilities.

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### *1.2 Promotions*

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Promotions in the Company will be based on qualifications and other requirements for appointment as stipulated in the career progression guidelines.

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### *1.3 Transfers*

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Transfer from one department/location to another

Employees who wish to move from one department to another will have to apply for vacant positions as and when advertised. In such cases, should the transfer be from one working location to another, the cost of transfer will be borne by the individual employee.

Depending on operational needs, the company may propose a transfer to an employee during which, transfer costs including tickets and moving costs will be borne by the company. Unless agreed otherwise, employee will cater for own housing after the transfer.

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### ***1.4 Secondment***

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An employee may be seconded to the sister companies under the same or improved employment terms.

The employee will be issued with a letter of intent for secondment from the company and if agrees to the proposal;

- a) He will have to resign from the company
- b) Be issued with a new contract for company B specifying the new role and JD with no probation clause.
- c) The company has a pension scheme therefore no service pay/gratuity is payable to the employee.
- d) Secondment can only be applied where the employee receives the same or improved employment terms.

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## ***PART 2: TERMS AND CONDITIONS OF SERVICE***

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Terms and conditions of service are the rights and obligations of an employee and an employer in the employment contract. These include; salary, allowances, housing, transport, terminal benefits, leave, conducive work environment, and employee welfare and wellness.

The company is committed to ensure that the terms and conditions of service are competitive in order to attract, motivate and retain a skilled and productive workforce that ensures quality service delivery.

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### ***2.1 SALARY, ALLOWANCES AND BENEFITS***

#### ***2.1.1 Payment of Salary***

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On appointment, an employee will be paid full salary from the date of assumption of duty at the end of the month.

All employees will be paid salary on monthly basis in the local legal tender of the country of employment (Kenya Shillings, Tanzanian Shillings, Ugandan Shillings, Malawian Kwacha, Zambian Kwacha, Pakistani Rupees, etc.) through their respective bank accounts.

Unless stated otherwise, each salary shall be consolidation of basic salary, house allowance and transport allowance.

Employees shall not over-commit their salaries beyond two thirds (2/3) of their basic salaries.

Salary increments' shall be at the discretion of the management whether to give and the structure to use.

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#### ***2.1.2 Allowances and Benefits***

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Additional payments are made in form of allowances, either to reimburse an employee for the expenses incurred directly or indirectly in the execution of his duties, or to compensate him for services rendered over and above the normal job requirements.

The following are the allowances that are currently applicable in the Service and the circumstances under which they are payable.

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### ***2.1.2.1 House Allowance***

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All employees are eligible for house allowance and is included in the gross consolidated salaries payable at the month.

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### ***2.1.3 Medical Benefits***

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Upon successful completion of probation period, an employee will be enrolled to the company medical scheme.

The terms and conditions will be subject to the service provider even though the company will endeavor to secure the best terms.

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### ***2.1.4 Pension Scheme***

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Upon completion of the probation period, an employee will be registered with a pension scheme in line with national regulations:

- Kenya: NSSF
- Tanzania: NSSF
- Uganda: NSSF
- Malawi: Public Officers Pension Scheme or Private Sector Retirement Scheme
- Zambia: NAPSA
- Pakistan: Employees' Old-Age Benefits Institution (EOBI)

The employer and employee contributions shall follow statutory requirements.

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### ***2.1.5 Bonus***

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This will be at the discretion of the management and no employee has the right to claim for bonus payments.

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## ***2.2 Exit from The Service and Terminal Benefits***

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The company has established various benefits payable to employees who exit from the service. This Section provides guidelines on various forms of exit from the Service and the benefits payable.

The various forms of exit from the Company include:

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### ***2.2.1 Resignation***

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An employee may resign his appointment by giving one (1) month notice or by paying one month's gross salary in lieu of such notice. An employee on contract may resign his appointment in accordance with the terms of the contract.

On resignation, an employee is required to settle any outstanding liabilities to the company including returning all the company properties and files in his/her possession and a handover done. Any amount due to an employee will be withheld and applied to settle any sum due from him.

The resignation of an employee might be declined by the management should the proper procedure not be followed and such will be treated as a breach of contract and a disciplinary action will be instituted against the employee.

---

### ***2.2.2 Termination of Appointment***

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The employment of an employee serving on contract or probationary terms may be terminated by the company in accordance with the provisions of the employee's agreement or by giving appropriate period of notice or gross salary in lieu of notice.

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### ***2.2.3 Mandatory Retirement Age***

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All employees shall retire from the Service on attaining the mandatory retirement age of 60 years.

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#### ***2.2.4 Early Retirement Rule***

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An employee on attaining the age of 50 years may opt to retire any time thereafter.

An employee will be required to give three (3) months' notice of his intention to retire.

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#### ***2.2.4 Retirement on Medical Grounds***

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With the advice of a registered medical practitioner, where it appears to the management that an employee is unfit for continued service due to ill-health, the employee may be considered for retirement on medical grounds.

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#### ***2.2.5 Retirement on Abolition/Re-organization of Office***

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An employee may be retired either on the abolition of the office he holds or upon the re-organization of the company in which he holds an office.

In such instance, the employee will be given a letter of intention, continuous consultative meetings will be held with the employee by the management to find ways on how the retrenchment can be avoided.

If a solution is not found, the employee will be given a one month's notice that he/she has been chosen to be declared redundant.

After the lapse of the notice, he will be given a one month's notice for termination of his services.

An employee will be paid his salary to his last working day, severance pay at the rate of 15 days for each year worked and leave balances if any.

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#### ***2.2.6 Dismissal***

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Dismissal refers to termination of appointment arising out of disciplinary proceedings.

An employee will only be dismissed in accordance with the Employment Act and/or relevant labor law of the country of operation.

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### ***2.3 Certificate of Service***

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Certificate of Service will be given to an employee upon his retirement, resignation, dismissal or termination of appointment.

The certificate will be signed by the HR. A copy of the certificate will be filed in the employee's personal file.

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## ***PART 3 LEAVE***

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### Introduction

This section addresses the circumstances under which annual leave and other categories of leave are granted.

### Categories of Leave

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#### ***3.1 Annual Leave***

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Annual leave is a right to every employee and will be granted upon application in line with this policy.

- Kenya : 21 working days
- Tanzania : 28 Calender days
- Uganda : 21 working days
- Malawi : 18 working days
- Zambia : 24 working days
- Mozambique: 22 working days
- Pakistan (including Karachi): 14 working days
- Somalia (Barbera and Mogadishu): 15 working days

Saturdays shall be counted as a full day.

Annual leave must be taken within the calendar year it falls due. Deferment of annual leave from one year to another shall only be permitted with a written approval by the management.

Employees are urged to fully utilize their accrued leave and the company will not buy any leave from employees.

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#### ***3.2 Maternity Leave***

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A female employee shall be granted maternity leave with full salary for a maximum period of ninety (90) calendar days exclusive of the annual leave due for the year.

- Kenya: 90 calendar days
- Tanzania: 84 Calendar days
- Uganda: 60 working days
- Malawi: 8 weeks
- Zambia: 12 weeks
- Mozambique: 60 Calendar days
- Pakistan (including Karachi): 12 Weeks
- Somalia (Barbera and Mogadishu): 8 weeks

An application for maternity leave should be submitted to the HRMS. The application should be supported by a medical certificate indicating the date on which maternity leave should commence.

Where the extension sought is on the account of the child's sickness the employee will be expected to utilize her annual leave entitlement.

In unfortunate cases of still births, employee will only be eligible for sick/compassionate leave.

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### ***3.3 Paternity Leave***

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A male employee will be eligible for paternity leave for a maximum period of fourteen (14) calendar days in Kenya, Uganda, and Tanzania only.

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### ***3.4 Compassionate Leave***

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An employee may be granted compassionate leave for up to Three (3) working days in a calendar year. An employee will be eligible for compassionate leave in the event of death of a parent, spouse, child or sibling.

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### ***3.5 Sick Leave***

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Sick leave is the approved absence of an employee from duty on account of illness and includes weekends and public holidays.

A medical certificate signed by a medical practitioner must be produced in every case of absence on account of illness. An employee may be granted sick leave subject to the maximum period indicated below:

All employees will be granted up to one month's leave on full pay followed by one month's on half pay and thereafter the employee will not be eligible for salary.

An employee on sick leave as a result of an accident or occupational disease will be entitled to full pay as per the Work Injury Benefits Act. The employee will however, be subject to assessment by the medical practitioner to determine his fitness for further service.

Should the employee fall sick or injured as a result of his/her own negligence, sick leave shall not apply and will be required to take annual or unpaid leave.

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### ***3.6 Application for Leave***

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Application for leave should be submitted in the HRMS only. Employees should only proceed on leave after getting approval in HRMS from their respective managers.

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## ***Part 4: Performance Management, Training and Development***

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This part addresses matters pertaining to performance management, and training and development of employees in the Company.

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### ***4.1 Staff Performance Appraisal***

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Staff Performance Appraisal is predicated upon the principle of work planning, setting of agreed performance targets/KPIs, feedback and reporting. It is linked to other human resource systems and processes including staff development, career progression, placement, rewards and sanctions.

Appraisals shall be aligned with ISO 9001:2015 principles of continuous improvement, evidence-based decision making, and engagement of people.

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#### ***4.1.1 Objectives of Performance Appraisal***

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##### ***4.1.1.1 The specific objectives are to:***

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- Link individual performance targets with organizational strategic objectives and work plan
- Promote communication between Appraisee and Supervisor with continuous feedback on work progress
- Set the basis on which an employee's performance is monitored and evaluated as stipulated in the individual Key Performance indicators
- Align operational and financial performance targets with budgetary provisions
- Assess the learning and development needs of staff on a timely basis
- Provide information for decision making on administrative and human resource issues such as renewal of contracts, promotions, delegation of duties, training, deployment, rewards and sanctions

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## ***4.2 Scope of Application***

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The Staff Performance Appraisal shall apply to all categories of staff in the Company.

The prescribed appraisal form will be completed by all employees in the Company in consultation with the supervisors.

All newly employed employees will be required to agree on performance targets with the supervisor and complete the Staff Performance Appraisal Forms within three (3) months of employment.

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### ***4.3 Work Planning and Setting of Performance Targets***

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Prior to the beginning of the performance period, Departments will prepare KPIs based on their strategic plans. The Departmental Work Plans should include the Departmental priority objectives from which individual performance targets will be derived. Departmental Heads will meet with staff under their direct supervision to discuss and ensure that the objectives and performance targets of the department are understood.

The individual KPIs will be derived from the Departmental Work plans and employee's job description. The KPIs will briefly describe the performance targets or expected results on specific assignments and activities for which the staff member is responsible during the performance year;

The Appraisee will hold discussions with the immediate Supervisor to agree on the KPIs. The performance targets shall thereafter be set as agreed in the discussions by each half of the year.

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### ***4.4 Appraisal Period***

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The appraisal period will cover one (1) year starting from 1st January to 30th December of the following year. The Performance Appraisal reflects the summation of the year's performance including bi-annual reviews.

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### ***4.5 Staff Performance Appraisal Process Strategic Objectives***

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The strategic objectives will be derived from the company's strategic plan and cascaded to the department and individual employees.

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#### ***4.6 Continuous Performance Appraisal***

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Performance appraisal is an ongoing process throughout the performance period. Milestones over the review period should be documented in the performance improvement plans and maintained in the employee's personal file.

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#### ***4.7 Mid-Year Performance Review***

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The main purpose of the mid-year Performance Review is to accord both the Supervisor and employee the opportunity to jointly review the progress made by the employee in accomplishing the assignments agreed on at the beginning of the Appraisal period.

The review which should be in the form of discussions, should be centered on what has been achieved, any constraints experienced and whether there is need to vary the initial assignments in order to accommodate any unforeseen circumstances.

Any changes, additions or removal of performance targets should only be made in the event that there have been significant changes in the nature of functions carried out by the employee and which may necessitate revision of performance targets.

The Supervisor should, after discussions with the employee at the quarter-year Performance Review comment on the employee's performance.

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#### ***4.8 End of Year Appraisal Process***

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The End of Year Appraisal takes place at the end of the reporting period. The following will constitute the end of year evaluation process.

The Supervisor and employee are required to meet at the end of the year to discuss the overall performance for the whole appraisal period;

Prior to the meeting the employee should prepare a preliminary report on the extent to which set targets were achieved as agreed at the beginning of the Performance Year with clear Key performance indicators.

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### ***4.9 Rewards and Sanctions***

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The overall goal of the Rewards and Sanctions is to establish a basis for rewarding exemplary performance and administering sanctions for poor performance, motivate employees to have positive attitude to work and to enhance productivity in the Company. This will also create linkages between institutional and individual performance.

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## ***PART 5. TRAINING AND DEVELOPMENT***

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The Company's policy on training is to ensure continuous upgrading of employees' core competencies, knowledge, skills and attitudes including their ability to assimilate technology to enable them create and seize opportunities for social advancement, economic growth and individual fulfillment. All training shall be based on identified training needs.

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### ***5.1 Management and Co-ordination of Training***

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The planning and co-ordination of training and capacity building in the Company has been delegated to the Human Resource department.

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### ***5.2 Training Needs Assessment***

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Training Needs Assessment is a performance audit that generates and provides information to assess the inadequacy of knowledge and skills which inhibits an organization from attaining its objectives.

The HR department is required to prepare a training calendar based on Training Needs Assessment to guide the management in nominating employees for training.

Training programs comprise both short- and long-term courses in specific professions that are intended to impart required knowledge, skills and attitudes to enhance staff performance.

In designing training programs, HR Department shall ascertain the availability of:

- Professionally qualified and experienced trainers
- Training programs that are cost-effective
- An effective evaluation and feedback system to assess the impact of training on performance

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### ***5.3 Induction Training***

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Induction and orientation training is expected to help an employee familiarize with the work environment and requirements. A new recruit induction training shall be done the first day of reporting for duty.

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#### ***5.4 Training Bond***

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The Company shall bond serving employees proceeding on approved courses of training locally or abroad lasting two (2) months and above to enable the company to benefit adequately from its investment in training.

The employees will be bonded for a minimum period of one year but not exceeding Two (2) years.

Training effectiveness shall be evaluated within three (3) months of return to duty.

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#### ***5.5 Skills Inventory***

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The HR department shall develop, update and maintain a skills inventory for all employees in their respective departments for purposes of identifying the available, and the required skills. The inventory will guide the training, recruitment and succession management decisions.

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#### ***5.6 Industrial Attachment***

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The company supports industrial attachment by providing opportunities to students in tertiary and higher education institutions.

Attachment will be undertaken during the course and the duration will be for a minimum period of three (3) months to a maximum period of six (6) months.

The attachment shall be in line with the values and principles of the Company and the existing labor laws.

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## ***Part 6: Code of Conduct, Disciplinary Control and Labour Relations***

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### Introduction

This Part addresses the code of conduct, disciplinary control and labour relations in the Company.

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### ***6.1 Code of Conduct***

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This Section contains general rules of conduct to be observed by an employee so as to maintain integrity and uphold the dignity of the office to which he has been employed. Every employee occupies a special position within the Company and should ensure that his conduct both in public and in private life does not bring the company into disrepute.

Employees are required to adhere to their respective professional codes of conduct. It is imperative that every employee adheres to these rules of conduct, and such other rules which may be introduced from time to time.

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### ***6.2 Rule of law***

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An employee shall carry out his/her duties in accordance with the law and shall not violate the rights and freedoms of any person enshrined under Chapter Four of the Constitution.

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### ***6.3 Performance of duties***

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An employee shall, to the best of his/her ability carry out the duties of the office efficiently and honestly, in a transparent and accountable manner, keep accurate records and documents and report truthfully on all matters of the role which he/she represents.

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### ***6.3 Professionalism***

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An employee shall carry out his duties professionally and treat fellow employees with consideration and respect. He shall also act in a manner that maintains confidence in the integrity of the office.

An employee who is a member of a professional body shall observe the ethical and professional requirements of that body.

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#### ***6.4 Financial integrity***

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An employee shall not use the office to unlawfully or wrongfully enrich himself or any other person.

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#### ***6.5 Pecuniary Embarrassment***

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Pecuniary embarrassment from whatever cause, will be regarded as necessarily impairing the efficiency of an employee and rendering him liable to disciplinary proceedings.

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#### ***6.6 Gifts or benefits in kind***

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An employee is prohibited from accepting or requesting for gifts whether in the form of money, goods, free passages or other personal benefits and from giving such gifts.

A “conflict of interest” involves a conflict between the official duty and the private interests of an employee in which the employee’s private capacity interests would improperly influence the performance of their official duties and responsibilities.

Each employee is required to fill a declaration form (RTWHRF010)

An employee:

- Shall use the best efforts to avoid being in a situation where personal interests conflict or appear to conflict with the employee’s official duties
- Shall not hold shares or have any other interest in a corporation, partnership or other body, directly or through another person, if holding those shares or having that interest would result in the employee’s personal interests conflicting with his official duties
- Whose personal interest conflict with his official duties shall declare the personal interests to his supervisor or other appropriate body and refrain from participating in any deliberations with respect to the matter

- Shall not award a contract, or influence the award of a contract to:
  - Himself/herself
  - A spouse or relative
  - A business associate
  - A corporation, partnership or other body in which the employee has an interest
- Who is serving on a full-time basis shall not participate in any other gainful employment
- Shall not allow himself to be influenced in the performance of his duties by plans or expectations for or offer of future employment or benefits and shall disclose, in writing to the all offers of future employment or benefits that could place him in a situation of conflict of interest

In this section “personal interest” includes the interest of a spouse, relative, or business associate.

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### ***6.8 Care of property***

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The company may provide you with uniform which will be used only while on official duty. Loss or wilful damage by the employee to company property will be charged to that employee for replacement or repair. All these items remain the property of the company and you will return any item belonging to the company on leaving.

Should you be issued with a computer/laptop or mobile phone, all data including and not limited to emails, call logs and messages contained in the devices is property of the company and should not be erased/deleted when returning the devices.

An employee shall take all reasonable steps to ensure that property that is entrusted to his care is adequately protected and not misused or misappropriated.

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### ***6.9 Misuse of official information***

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An employee shall ensure that confidential or secret information or documents entrusted to his care are adequately protected from improper or inadvertent disclosure.

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### ***6.10 Falsification of records***

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An employee shall not falsify any records or misrepresent information.

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### ***6.11 Impartiality***

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An employee shall at all times carry out the duties of the office with impartiality and objectivity.

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### ***6.12 Sexual Harassment***

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The company maintains a zero-tolerance policy on sexual harassment. Employees shall not engage in:

- Unwelcome sexual advances or requests for sexual favors
- Physical contact of a sexual nature
- Offensive remarks about a person's gender or sexuality
- Displaying sexually suggestive material or sharing via digital platforms

Internal complaint mechanisms shall be established, and all reports shall be investigated promptly and confidentially.

All employees are required to read and expected to understand the Sexual Harassment Policy (Annex RTWHRF011)

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### ***6.13 Nepotism***

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An employee shall not practice undue favoritism to their relations and close relatives at the expense of the service.

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### ***6.14 Acting through others***

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An employee contravenes the code if he causes anything to be done through another person that would constitute a contravention of the code if done by the employee, or allows or directs a person under their supervision or control to do anything that is in contravention of the code.

Contravention shall not apply where anything is done without the employee's knowledge or consent or if the employee has taken reasonable steps to prevent it.

An employee who acts under unlawful direction shall be responsible for his action.

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### ***6.15 Reporting improper orders***

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An employee shall report to the management, as the case may be, any order required of him that he shall consider improper or unethical.

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### ***6.16 Uniforms for Employees***

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All employees provided with uniforms will be required to maintain them in a clean and decent condition and to wear them at all times while on duty.

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### ***6.17 Dress Code***

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All employees are required to be well groomed and decently dressed to maintain an appropriate standard of dress and personal hygiene in public and private.

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## ***Part 7 Disciplinary Control***

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The objective of disciplinary control is to create a motivated and dedicated Company which upholds the rules of conduct and work ethics for optimal service delivery. It is expected that employees will maintain integrity and uphold the dignity of the office to which they are appointed. Further, discipline cases shall be dealt with expeditiously, efficiently, lawfully and in a procedurally fair manner.

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### ***7.1 Disciplinary Powers***

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The power to exercise disciplinary control and removal of employees are vested with management as stipulated in the Constitution and the Labor laws.

The management can:

- Interdict employees
- Suspend employees
- Reprimand (including severe reprimand) of any employee
- Recovery of the cost or part of the cost of any loss or breakage caused by default or negligence, provided no such cost has been recovered by surcharge action under the appropriate financial instructions
- Withholding, deferment and stoppage of salary increment
- Dismissal and reduction in rank in respect of employees

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### ***7.2 Disciplinary procedure***

#### ***7.2.1 General provisions***

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Disciplinary cases shall be processed through the Disciplinary Committee.

If criminal proceedings are instituted against an employee or where an employee has been acquitted of a criminal charge in a court of law, the company shall not be prevented from dismissing him or otherwise punishing him on any other charge arising out of his conduct in the matter.

Where an employee has been charged on desertion of duty, the letter shall be addressed to his last known address by registered mail.

Disciplinary cases should be dealt with promptly and finalized within a period of six (6) months. Where it is found impracticable to do so the Authorized

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### ***7.2.2 Specific Provisions***

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The procedures to be followed by management in dealing with discipline cases are as follows:

1. Carry out a preliminary investigation and consultation as to the circumstances surrounding the act of misconduct.
2. Issue the employee with statement of the alleged offence ("show cause" letter) and the charges framed against him/her and invite him to state in writing the grounds, if any, on which he relies to exonerate himself/herself.
3. The employee shall respond to the charges within forty-eight (48) hours from the date of the 'show cause' letter.
4. If the employee fails to respond within the specified period or if in the opinion of the disciplinary committee, the explanation given is not satisfactory, he shall be invited for a disciplinary hearing.
5. The case shall be presented to the Disciplinary Committee for deliberation and recommendation.

Disciplinary actions shall be recorded and treated as internal non-conformities under ISO 9001:2015, requiring root cause analysis and corrective action.

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### ***7.3 Conduct of investigations***

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While carrying out investigations, the disciplinary committee shall observe the following conditions:

- Constitute a team of not less than three (3) employees to investigate the matter (where the team is more than three members, the team shall consist of an odd number).
- The employees conducting the investigation shall be senior to the accused employee and should not have dealt with the case before.
- The report of the investigation shall be submitted to the employee and shall contain:
  - Evidence collected by the team, including any statements by witnesses
  - Analysis of the evidence and statements
  - A statement on whether the charges against the employee have been proved
  - Details on any matter that may affect the gravity of the case, if any

The report shall not contain any recommendation on the form of punishment to be inflicted on the accused employee.

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#### ***7.4 Suspension***

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An employee may be suspended from duty under the following circumstances:

- When disciplinary proceedings have been instituted against the employee as a result of which, the disciplinary committee considers that the employee ought to be dismissed
- When he has been convicted of a serious criminal offence where a prison sentence may be imposed other than in default of payment of a fine
- Or any other offence which in the opinion of the management constitutes gross misconduct

Where an employee is suspended from the exercise of the functions of his office, he shall be entitled to half pay, medical benefits.

An employee on suspension will be required to report to his supervisor at agreed intervals, if necessary.

Where disciplinary or criminal proceedings have been taken or instituted against an employee under suspension and such an employee is neither dismissed nor otherwise punished under these regulations, the whole or any salary withheld shall be restored to him upon the termination of such proceedings with effect from the date the salary was stopped.

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#### ***7.5 Absence from Duty Without Leave Or Reasonable Or Lawful Cause***

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Where an employee is absent from duty without leave or reasonable or lawful cause for a period exceeding twenty-four (24) working hours, and is not traced within a period of four (4) days from the commencement of such absence, the employee's salary shall be stopped and action to dismiss the employee initiated.

When an employee has been absent from duty without permission and subsequently resumes duty, he shall not be eligible for payment of salary for the period of absence and any amount erroneously paid to him shall be recovered from his salary.

In cases of delay of stoppage of salary and an employee is subsequently dismissed on account of desertion, the erroneous payment shall be recovered from the employee who occasioned the payment.

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### ***7.6 Absence from Duty on Grounds of Illness***

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An employee who is absent from duty on grounds of illness shall produce proof of sickness/sick leave certified by a medical practitioner on resumption of duty. The employee shall also make every effort to notify the office of his sickness.

Should the employee fail to produce a medical certificate or to give satisfactory explanation for the absence, he shall be considered to have been absent without permission and his case shall be dealt with in accordance with the relevant disciplinary provisions.

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### ***7.7 Appeals***

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An employee who is dissatisfied by a decision made by the disciplinary committee may appeal to the management within a period of seven (7) days from the date of the letter conveying such decision, provided that they may consider an appeal that is made out of time if, in the opinion of the management, the circumstances warrant such consideration.

The management shall entertain only one appeal in each case.

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***AMMENDMENT RECORD***

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Version	Date	Amendment details	Reason for amendment	Authorized by: