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EGERTON UNIVERSITY

TERMS AND CONDITIONS OF SERVICE

2008

Transforming Lives Through Quality Education
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EGERTON UNIVERSITY

TERMS AND CONDITIONS OF SERVICE 2008

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TERMS AND CONDITIONS OF SERVICE FOR GRADE I TO XVIII

1. TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service are governed by the Egerton University Act 1987 and any amendments thereto, and by any statutes, regulations or rules made under the authority of this Act provided always that the terms and conditions of service of any employee shall not be altered to his or her disadvantage.

2. INTERPRETATION

The interpretation of these Terms and Conditions of Service shall rest with the Vice-Chancellor subject to appeal to the University Council.

3. GRADES/SPECIAL POSTS

(a) Appointment under these Terms and Conditions of Service shall be in one of the following grades:

- (i) Grades I, II, III & IV - Support Staff
(The Comprehensive Terms and Conditions of Service for this cadre of staff is as per the CBA in **Annex A**)

- (ii) Grades V, VI, VII, VIII, IX & X - Middle Grades (CBA **Annex B**)

- (iii) Grades XI, XII, XIII, XIV & XV -Academic, Senior Library & Administrative Staff(CBA Annex C)
- (iv) Grades XVI, XVII, XVIII -Principals of Campus Colleges, Principals of Constituent Colleges Deputy Vice Chancellors & Vice Chancellor (Annex D)

(b) The Council reserves the right to create special posts under special conditions in the interest and efficiency of the University.

4. DUTIES

The duties of a member of staff will be specified in their letters of Appointment and as may be amended from time to time by the University Management.

5. OUTSIDE WORK

Except in the case of part-time appointment explicitly so designated, members of staff, appointed under these terms shall regard their services to University as full-time employment and shall not undertake other work which might encroach upon the time devoted to the University duties without the prior permission of the Vice-Chancellor.

6. SALARY SCALE

The salary in Kenya Shillings per month for respective grades is as shown in

(Annex I) but will be adjusted as approved by the Council from time to time.

7. APPOINTMENT OF STAFF

All the vacant positions will be filled competitively through advertisements and interviews by the relevant appointment committees (Annex E)

(a) Temporary Appointments

Temporary appointments may only be offered for genuinely temporary purposes or projects. Such employees will be subject to the provisions of Section 14 of the Employment Act Cap 226.

(b) Contract Appointment

- (i) Contract Appointments are tenable for such periods and on such terms as are specified in the letter of Appointment.
- (ii) All other appointments are tenable for such terms as are specified in the letter of Appointment.

(C) Permanent and Pensionable Appointment

- (i) Staff members who are 18 years and above who are Kenyan citizens can be appointed on Permanent and Pensionable terms and will qualify for pension benefits.
- (ii) There will be a minimum probationary period of one year but this period may be subject to further extension of six months, on the recommendation of the Chairman/Head of Department.

- (iii) Where a member of staff serving on probation, is to be terminated as recommended, the Vice-Chancellor shall have power to terminate the appointment by giving due notice as stipulated in 9 (a) below. An employee who is terminated has the right to appeal to University Council within three (3) weeks.

8. DATE OF APPOINTMENT

- (a) All appointments will take effect from the date of reporting for duty.
- (b) All offers of appointment will be valid for 3 months but must be accepted within one month after the date of offer.

9. TERMINATION OF APPOINTMENT

- (a) During the period of probation following first appointment, services may be terminated by either party giving the other one month's written notice or by payment of one month's basic salary in lieu of notice.
- (b) After Confirmation, either party may terminate the appointment under these terms by giving notice or by paying salary for the equivalent period in lieu of such notice. In case of the academic staff, such notice will terminate after completing all academic assignments (i.e. teaching, examining, marking and handing over grades) for the semester and on due date in case of Administrative grades.

The period of notice shall be as follows:

- i) Professor and other Staff on equivalent grades – 6 months.
- ii) Deans/Directors/Heads/Chairmen of Departments – 6 months.
- iii) All other Staff – 3 months.

The Vice-Chancellor, under specific circumstances may waive in whole or part the period of notice.

10. ANNUAL INCREMENTAL DATE

The annual incremental dates for the University employees on these grades are:

- (a) 1st January for all employees appointed between 1st January and 30th June.
- (b) 1st July for all employees appointed between 1st July and 31st December.

11. RECOGNITION AND MERIT AWARDS

The University Council may from time to time consider incremental credits and merit awards for outstanding performance, as recommended by University Management.

12. RETIREMENT

- (a) The compulsory retirement age shall be 70 years for Associate Professors and Professors, 65 years for the other Academic Staff in Grade (XI-XIII) and Library Staff in Grade XII and above, 60 years for Senior Administrative Staff in Grade XIV and XV, and

55 years for other staff in grade I - XIII. The optional retirement age is 50 years for all members of staff. Retired members of staff may be re-engaged on contract appointment subject to availability of a vacancy provided such engagement does not block advancement of a serving member of staff.

- (b) A member of staff who reaches the retirement age will be required to cease duty on the date they attain retirement age.
- (c) There will be a retirement notice before the retirement dates as determined by the University Management provided that non issuance of notice does not negate (b) above.
- (d) A member of staff whose date of birth is not indicated on recruitment will be retired on 1st July of the year on which his/her birthday falls.

13. INCAPACITY

- (a) When a member of staff is prevented by illness from carrying out his/her duties, the University Management may appoint a Medical Board to examine him/her. After the Medical Board's report is received, the Vice-Chancellor will make recommendations to the University Council for appropriate action.
- (b) Where a Medical Board is required a patient will be entitled to nominate his/her Doctor to be part of the Medical Board as indicated below:
 - (i) Government Approved Doctor – Chairman
 - (ii) 1 (one) Doctor nominated by the patient

- (iii) Chief Medical Officer of the University
- (iv) Two other Doctors (one of whom should be a specialist in the area of the patients illness)

However a member of staff who is sick can opt to retire on the recommendation of the Chief Medical Officer.

14. REDUNDANCY

Should it become necessary for the University to terminate the services of any employee for reasons of redundancy, then the following procedure will be followed:

- (a) The selection of the redundant employees shall be determined by the University Management and the principle of 'last in first out' shall apply subject to such factors as experience, skill, ability performance and academic qualifications which shall be taken into account in the implementation of this principle.
- (b) The redundant employees shall be entitled to the appropriate period of notice as per clause 9(a) or 9(b).
- (c) Upon redundancy an employee shall be given severance pay at the rate of one month's current pay for each completed year of service.
- (d) An employee whose services are terminated on account of redundancy shall be given the first priority of re-engagement should work become available and if the employee is available. This will be treated as First Appointment.

15. REMOVAL FOR GOOD CAUSE

- (a) When in the opinion of the Vice-Chancellor there has been good

cause as defined below, the Vice-Chancellor shall have power to suspend a member of staff on no salary in cases of a serious offence or interdict on half salary pending investigations into alleged offence by a member of staff under these terms and conditions of service within 30 days. The cases will be referred to the relevant Council committees for necessary action. (Annex F)

- (b) For the purpose of these rules, 'good cause' means either one or more of the following:
- (i) Conviction of a felony or of any misdemeanor which the Vice-Chancellor shall deem to be such as to render the member of staff concerned unfit to continue to hold his office.
 - (ii) Conduct which the Vice-Chancellor shall deem to be such as to constitute failure or inability of the member of staff concerned to continue to perform his/her duties or to comply with the conditions of his appointment.
 - (iii) Any other grave offenses or gross neglect of duty such as unauthorized absence from the University or failure to satisfactorily conduct courses of instruction.
 - (iv) Conduct of a scandalous or disgraceful nature which the Vice-Chancellor shall deem to render a person unfit to hold his/her office.

16. ABSENTEEISM

A member of staff who absents himself/herself from his/her place of work for seven consecutive working days without a lawful authority or

reasonable cause shall be dismissed from the University services.

17. DISMISSAL

Any of the following acts on the part of an employee shall constitute gross misconduct and/or serious neglect and shall justify dismissal.

- (i) If he/she is guilty of embezzlement, fraud or misappropriating any funds or property which belongs to the employer or belonging to any person having any business dealings with the employer.
- (ii) If he/she uses abusive or insulting language or is guilty of insulting behaviour to any client of the University which having regard to the proper interests of the University renders his/her continuance in employment impracticable.
- (iii) If he/she during working hours, becomes or is intoxicated, rendering himself unwilling or incapable to properly perform his/her duties.
- (iv) If he/she willfully neglects to perform any work which it was his/her duty to have performed, or if he/she carelessly and improperly performs any work which from its nature it was his/her duty; under his/her contract to have performed carefully and properly.
- (v) If he/she knowingly fails or refuses to obey a lawful and proper command which it was within the scope of his/her duty to obey, issued by his employer or a person placed in authority over him/her by his/her employer.
- (vi) If he/she is convicted on a criminal charge or an offence.

(vii) Subject to approval by University Council the University can retire a member of staff in public interest.

Where applicable the terms and period of notice shall be as stipulated in Section 9(a) of these terms.

A member of staff who is dismissed or whose appointment is terminated under this section shall have the right to appeal to the University Council and such appeal must be launched within three weeks of notification of the decision.

18. PENSION TERMS

(a) A Pension Scheme called the “Egerton University Retirement Benefit Scheme” exists for those members of staff in grades V and above and who have been confirmed as provided under Clause 7 above and who are not less than 18 or more than 50 years of age. Details of the scheme are contained in a booklet - “Trust Deed and Rules” which is issued to members of staff at the time of their first appointment. A member of staff under these terms will contribute 2.5% of his/her basic salary per month while the employer contributes 27.5% of his/her basic salary per month towards the pension scheme unless otherwise revised.

(b) Gratuity

Where an employee is appointed on a continuous contract of two or more years or does not join any of the University Retirement Scheme he/she shall be eligible for payment of a gratuity at the rate of thirty one per cent (31%) of his/her basic salary.

(a) Group Life Policy

Staff in Grade V and above under these terms are covered by a Group Life and Group Accident Policy provided by the University.

19. TESTIMONIAL AND CERTIFICATE OF EMPLOYMENT

Testimonies will be issued to members of staff on request. A certificate of employment will be issued to a member of staff and will take the form as set below:-

CERTIFICATE OF EMPLOYMENT

This is to certify that.....has left the services of Egerton University.

PERIOD OF SERVICE: From.....To.....

DATE OF BIRTH:

DESIGNATION:.....

REASON FOR LEAVING:

NATURE OF WORK:.....

SIGNATURE.....VICE-CHANCELLOR

20. STAFF APPRAISAL REPORTS

- (i) Staff members under these terms will sign an annual performance contract.
- (ii) An annual appraisal report will be submitted to the Vice-Chancellor on every member of staff appointed under these terms. Appraisal reports will be prepared in June of each financial year to

cover the work and performance of the individual for that calendar year. Such appraisal will be prepared together with the employee concerned.

The format of the report will be decided by the University as appropriate.

21. MEDICAL BENEFITS

- (a) The University pays a medical allowance for all out-patient treatment including:
 - D) Out-patient-Laboratory investigation
 - ii) All dispensed drugs. However, patients with recurrent disorders and therefore, on continuous medications will, cost-share 50% with the University but such drugs should be purchased in the pharmacy of the University Dispensary. Any purchase made outside should be authorized by the Chief Medical Officer. The current rates are indicated in Annex (III).
- (b) The University will pay for the cost of X-Rays and scans, with prior approval by the Chief Medical Officer.
- (c) Medical consultation is provided free for University staff including one spouse and five dependants. Staff members are required to submit up-to-date passport photographs to the medical records officer for the spouse and a maximum of five dependants under 18 years or up to 22 years if they are still in School/College. These photographs will need to be updated as and when required.

(d) Hospitalization

Members of staff under these terms are hospitalized at designated hospitals as determined by the University. In all cases an admission letter issued by the Chief Medical Officer is mandatory and those who fail to observe this regulation are required to meet the cost of such hospitalization.

(e) In emergency cases at night or during weekend admission, the letter of admission must be collected on the next working day. Under no circumstances should a staff member commit the University for settlement of such bills without the knowledge of the Chief Medical Officer. In such cases, the staff member will be held liable for any expenses incurred. The members of staff will be required to produce identity cards of themselves and spouse and dependants on being admitted. The identity cards are provided by the University.

(f) Staff members are required to note that the University only pays for inpatient treatment and will not cater for any emergency outpatient treatment at the hospital. The member of staff should settle outpatient using the medical allowance paid monthly.

(g) Medical Consultants

(i) The University appoints a number of specialists who are required to take care of the staff members and their dependants. The list of these medical specialists is available in the office of the Chief Medical Officer.

Members of staff can only use the services of the specialist

on being referred by the Chief Medical Officer. Staff members who opt to use the services of any other medical specialist outside the official list are expected to meet the professional fees of that specialist.

- (ii) Eye and Dental Care – The University reimburses an approved amount for eye and dental expenses to members of staff under this terms. The amount payable is as approved from time to time. Annex (III).
- (h) Members of staff who have their families living outside their duty station are required to:
 - (i) Register members of their families with medical department. The list of dependants should be accompanied by original birth certificates and a copy to be retained.
 - (ii) Undertake to obtain laminated University identifications cards to be produced at the time of hospitalization.
 - (iii) Apply to the office of the Deputy Vice-Chancellor (Administration & Finance) through the Chief Medical Officer giving details of the nearest health institution (hospital or nursing home) to which the family are likely to be admitted in case of emergency.
 - (iv) The members of staff are required to clear the bill and submit a claim for reimbursement with endorsed photocopy of the identification of the dependant.
 - (v) The members of staff are also required to submit a properly updated NHIF card to the relevant hospital, failure to which the NHIF reimbursable amount will be deducted from the

- claim presented.
- (i) i) Any seconded staff to the University are entitled to free medical consultation offered at the University health centre and are also entitled to a monthly medical allowance paid to the relevant grade.
 - ii) University members seconded to other bodies will not be entitled to medical benefits.
- (j) Staff traveling outside Kenya on private business will not be reimbursed medical expenses incurred. However, staff traveling on official duties may claim hospitalization expenses incurred on emergency hospitalization only. Such a claim should be forwarded to the D.V.C. (A&F) through Chief Medical Officer for consideration.
- (k) Members of staff on Study Leave
Members of staff proceeding on study leave outside the country are expected to be medically covered by their respective sponsors. However, the University will continue paying the normal monthly medical allowance. Non Kenyans on home leave will not be eligible for medical expenses they may incur while away from Kenya on leave.
- (l) Traveling for Medical Treatment
In the case where a member or a member of his/her family is referred by the University Chief Medical Officer to a medical specialist or hospital other than Nakuru, the following will apply:
- i) The University will meet the cost of transport by the cheapest means having regard to the status of the officer and his/her

medical condition.

- (ii) When it is necessary for the member of staff to incur subsistence expenses, the member of staff only and not a member of his family, may be regarded as traveling on duty for the purpose of claiming subsistence allowance.
- (iii) Cases of specialized treatment outside the country will be considered by University Management with consultation with the Director of Medical Services for appropriate decision and reported to the University Council.

22. ANNUAL LEAVE

- (a) Leave shall be taken at any time during the leave year authorized on the recommendation of the Chairman of Department or any other supervisor and with approval of the Vice Chancellor.
- (b) Members of staff are entitled to annual leave as follows:
 - 1) Grades I-X - 30 working days
 - 2) Grades XI-XV - 36 working days
 - 3) Grades XVI – XVIII - 30 working days
- (c) Annual leave shall be earned in a calendar year i.e. (January 1st to December 31st) or such portions thereof as a member of staff shall have been in the service of the University.
- (d) On new appointment a member of staff would be required to Serve for a period of at least six months before proceeding on annual leave.
- (e) Annual leave shall not be accumulable and any leave not taken in any year shall be automatically forfeited unless prior permission

to accumulate has been given by the Vice-Chancellor.

23. COMPASSIONATE LEAVE

In special circumstances the Vice-Chancellor may grant compassionate leave at an employee's urgent request. This will normally be leave with pay and will not count against normal leave, subject to a maximum of 14 days per year. Compassionate leave will be in cases related to illness or death of immediate family member (spouse, child).

24. SABBATICAL LEAVE (APPLICABLE TO ACADEMIC STAFF IN GRADES XIII-XV)

- (a) The University considers that in the interest of both the University and members of staff it is desirable that members of staff on permanent and pensionable terms should be released from their normal duties at intervals during their career to undertake research in their areas.
- (b) Sabbatical leave will be granted to members of staff on permanent and pensionable terms from the grade of Senior Lecturer and above only after completion of five years continuous service with the University from the date of initial appointment or since the date of return from sabbatical leave or study leave or unpaid leave. The Vice-Chancellor will determine when such leave may be taken.
- (c) Sabbatical leave shall be granted at the rate of two months for every completed year of service since appointment or return from sabbatical or study leave of six months and above. Sabbatical

leave shall not exceed a period of 12 months in all. Staff members must resume duty at the end of sabbatical leave.

- (d) Sabbatical leave will be granted to academic staff with full pay.
- (e) Application for sabbatical leave shall set out in detail the activities of the proposed leave, its duration and the financial assistance sought. Application shall be sent to the Vice-Chancellor, through the Chair and the Dean of the Faculty concerned.
- (f) Evidence of the accomplished activities of the sabbatical leave shall be provided at the end of the leave, to the Vice-Chancellor through the Chairman and Dean of the Faculty.
- (g) That Disciplinary action will be initiated for those who do not report back or those who do not submit evidence of accomplished activities on expiry of sabbatical leave.

25. STUDYLEAVE

- (a) The Vice-Chancellor shall have discretion to accept or reject an application for study leave.
- (b) Study leave shall only be granted by Vice-Chancellor on the basis of the needs of the University and in the interest of staff development.
- (c) Study leave will initially be granted for one year and subsequent renewals will depend on satisfactory academic progress report.
- (d) A member of staff who proceeds for study leave to pursue a higher qualification and fails to complete on account of his/her own acts of unsatisfactory conduct or general indiscipline shall have his/her services terminated.

- (e) A member of staff who is on study leave shall be considered for promotion.
- (f) All members of staff granted study leave will be required to resume their duties immediately after completing their studies.
- (g) All staff who proceed on a study leave with pay of six months and above will be bonded to work for the University for 5 years after training.

26. SICK LEAVE

- (a) A member of staff who is prevented by illness from carrying out his duties is required to furnish a medical certificate to this effect within two consecutive working days.

Sick leave may then be granted in accordance with the following rules:-

- (i) Where a member of staff is unable to carry out his/her duties for reason of ill health certified by a University Medical Officer, sick leave and full pay will be granted for a period of six months in any one calendar year. If sickness extends beyond six months, the University will pay half ($\frac{1}{2}$) salary for a further period of six months subject to a recommendation by Chief Medical Officer.
- (ii) After the conclusion of the above period (one year) and the member of staff is still not able to perform his/her duties, the Chief Medical Officer will convene a Medical Board

27. MATERNITY LEAVE

- (a) Women members of staff shall be entitled to three months maternity leave, (ninety (90) calendar days) with full pay.
- (b) Women members of staff who are granted maternity leave will not forfeit their annual leave in the year in which the maternity leave is taken.

28. PATERNITY LEAVE

Paternity leave shall be granted at the rate of 10 days per calendar year for the spouse who is in the University records. Such leave will be granted on proof that the spouse of the member of staff is on maternity leave.

29. UNPAID LEAVE

A member of staff under these terms may be granted unpaid leave for maximum a period of two years.

30 SECONDMENT

A member of staff on secondment to public institutions under these terms may also be granted unpaid leave for the period approved.

31. ALLOWANCES

- (a) Traveling Allowance

A member of staff who is permitted by the Vice-Chancellor to use his/her vehicle when traveling on duty will be granted mileage allowance at the rates shown in Annex (IV).

(b) Commuter Allowance.

(i) The University pays motor vehicle allowance for members of staff who commutes to work using their vehicles and reside outside the University.

The allowances paid are as indicated in Annex (V).

(ii) Staff who reside outside and do not use their vehicles will be paid a commuting allowance as indicated in Annex (V).

(c) Rail Travel

A member of staff traveling on duty by rail may claim at the following rates on production of vouchers:-

Grade XI & Above..... 1st Class fare

Grade I- X 2nd Class fare

(d) Air Travel

Members of staff under these terms will be required to use economy class.

(e) Foreign Travel Allowance

(i) Foreign Travel Allowance may be claimed when financial assistance is not available from sponsors. The rates will be those issued by the government from time to time.

(ii) Members of staff under these terms on foreign travel sponsored by the University will be paid Foreign Travel allowance referred to in clause 31.e (i) of these terms of service. Such allowance will be paid not more than two times in every calendar year.

(iii) The University will provide airport tax while leaving Kenya for those traveling on official assignment.

(iv) Members of staff traveling outside the country should make arrangements for Health Insurance Cover with the sponsoring body.

(f) In-Service Training

Members of staff under these terms on In-Service training in East Africa or Overseas which have been arranged by or through the Vice-Chancellor and for which expenses are likely to be incurred may request the Vice-Chancellor for the issue of an imprest. The imprest will be accountable and in any case will not be more than the Foreign Travel Allowance referred to in paragraph 31. e (i) of these terms.

(g) Subsistence Allowance

A member of staff on duty in Kenya may claim subsistence at the rates indicated in Annex (VI) or as may be amended as from time to time.

(h) House Allowance

All Members of staff are entitled to house allowances except those on locum or part-time appointments. The rates for house allowance are as indicated in Annex (II).

(I) Remunerative Allowances

Remunerative allowances for the following posts are indicated in (Annex VII)

Vice-Chancellor

Deputy Vice-Chancellor

Principal of a Campus College

Chief Medical Officer

Dean /Director
Registrar/Finance Officer
Chairman/Head of Department
University Librarian

Staff who perform duties in offices where remunerative allowance is paid, will receive the allowance for the period they are acting as long as it is for a period of not less than thirty (30) days. (Annex VII).

(j) Acting Allowance

A member of staff who is appointed to act on a higher grade for which he/she qualifies will be paid acting allowance according to University rates for a maximum of 12 months (Annex VIII)

(k) Special Duty Allowance

Special duty allowance will be payable to a member of staff who is formally appointed in writing to undertake duties partly or full capacity in a higher post falling within grades which exist beyond his/her immediate next grade. Annex (IX)

(l) Extraneous Allowance

The University pays duty allowances to the following categories of staff:

- i) Examination Officer
- ii) Secretary (in the following offices; VC, DVCs, Principals, Registrars, FO)
- iii) Clerk (in the following offices; VC, DVCs, Principals, Registrars, FO)
- iv) Messenger (in the following offices; VC, DVCs, Principals, Registrars, FO)

- v) Driver (in the following offices; VC, DVCs, Principals, Registrars, FO)
 - vi) Veterinary Staff
 - vii) Risk allowances for Medical staff
 - viii) Medical Staff assigned clinical duties Annex (X)
- (m) Leave allowance
- The University pays a leave allowance to members of staff at the rates indicated in Annex (XI). This will only be paid to those who actually proceed on leave for periods not less than half of their annual entitlement.
- (n) Traveling on Appointment and Termination
- On first appointment and on termination of appointment, a member of staff will be paid baggage and passage allowances at the rates applicable to each grade. The current grades are shown in Annex (XII).
- (o) Telephone Allowance (for designated officers)
- Telephone allowance will be paid as per the rates approved from time to time. The current rates are shown in Annex (XIII).

32. STAFF EDUCATION FUND

The University allocates funds every financial year to support members of staff who have children pursuing Diploma or Bachelors degree programmes in local or overseas Universities. The amounts payable will be as approved by the University Management from time to time.

33. ADVANCES

(a) Salary Advance

The Vice-Chancellor may approve an advance of not more than one month's salary when it is considered that the University may come to the assistance of a member of staff because of certain circumstances outside his/her control. This advance will be recovered within three months and such request shall not exceed three times a year.

(b) Salary in Advance

Salary in advance can also be paid to members of staff who due to circumstances beyond their control will require their salary earlier and this is recoverable in full at the end of the month. Such requests should not exceed three times in a year.

ACCEPTANCE

An offer of appointment under these Terms and Conditions of Service shall be made by a letter of Appointment in two copies accompanied by a copy of these Terms and Conditions of Service each signed by the Vice-Chancellor or such other University Officer as may be authorized by the Vice-Chancellor to sign on his behalf.

Acceptance of the offer shall be deemed to include acceptance of the Terms and Conditions of Service such acceptance being signified by the signature of the acceptance on one copy of the letter.

**ANNEX 1- SALARY SCALE WITH EFFECT FROM 1ST JULY,
2006 PER MONTH**

GRADE I

Ksh. 6450 x 150 - 7350 x 240 - 8070

GRADE II

Ksh. 7350 x 240 - 8070 x 260 - 9630

GRADE III

Ksh. 8850 x 260 - 9630 x 285 to 11055

GRADE IV

Ksh. 10770 x 285 - 11910 x 465 to 14235

GRADE V

Ksh. 12000 x 600 - 16800

GRADE VI

Ksh. 13600 x 680 - 19040

GRADE VII

Ksh. 15600 x 780 - 18000 x 900 - 25200

GRADE VIII

Ksh. 18000 x 900 - 25200

GRADE IX

Ksh. 20800 x 1040 - 29120

GRADE X

Ksh. 20800 x 1200 - 33600

GRADE XII

Ksh. 45000 x 2250 - 63000

GRADE XIII

55000 x 2750 - 77000

GARDE XIV

Ksh. 67500 x 3375 - 94500

GRADE XV

Ksh. 96000 x 6000 - 14400

GRADE XI - ASSISTANT LECTURER

Ksh. 38400 x 2400 - 57600

GRADE XII - LECTURER

Ksh. 50400 x 3150 - 75600

GRADE XIII - SENIOR LECTURER

Ksh. 57600 x 3600 - 86400

GRADE XIV - ASSOCIATE PROFESSOR

Ksh. 72000 x 4500 - 108000

GRADE XV - PROFESSOR

Ksh. 96000 x 6000 - 144000

GRADE XVI - CAMPUS PRINCIPAL

Ksh. 200950 x 7035 - 229120 x 7720 - 252280

GRADE XVII - DEPUTY VICE CHANCELLOR & CONSTITUENT COLLEGE PRINCIPAL (with effect from 1st January 2005)

Ksh. 208150 x 7035 - 229120 - 291000

GRADE XVII - VICE CHANCELLOR

Ksh. 260000 - 460000.

ANNEX II-HOUSE ALLOWANCE (NON -ACADEMIC STAFF)

GRADE	AMOUNT IN (KSHS) PER MONTH
I	5380
II	5887
III	8778
IV	9605
V	14400
VI	17280
VII	20160
VIII	23040
IX	25920
X	28800
XII	45000
XIII	48000
XIV	51000
XV	60000

HOUSE ALLOWANCE (ACADEMIC STAFF)

GRADE	AMOUNT IN (KSHS) PER MONTH
XI	42000
XII	45000
XIII	48000
XIV	54000
XV	60000
XVI	60000
XVII	60000
XVIII	80000

ANNEX III - MEDICAL ALLOWANCE

GRADE	AMOUNT (KSHS) PER MONTH
I - IV	750
V - VI	930
VII	1400
VIII - IX	1850
X	2350
XI - XIII	2800
XIV - XV	3250
XVI	3750
XVII - XVIII	5600
Dental	6000 per annum per family
Eye	6000 per annum per family

ANNEX IV - MILEAGE ALLOWANCE

GRADE I - XIII

ENGINE CAPACITY	RATE PER KM (KSHS)
1000 and below	6.00
1001 - 1100	7.00
1101 - 1200	8.00
1201 - 1300	10.00
1301 - 1400	12.00
1401 - 1500	14.00
1501 - 1600	15.00
1601 - 1700	17.00
1701 - 1800	18.00
1801 - 1999	19.00

2000 - 2300	22.00
2301 and above	22.00

ANNEX V - COMMUTER ALLOWANCE WITHOUT A CAR

GRADE	AMOUNT (KSHS) PER MONTH
I - XV	1,880

COMMUTER ALLOWANCE - WITH CAR

GRADE	AMOUNT (KSHS) PER MONTH
I - XV	5050

ANNEX VI - SUBSISTENCE ALLOWANCE

GRADE	AMOUNT (KSHS)	OTHER TOWNS
	Designated towns	
	(NAIROBI, MOMBASA NYERI, ELDORET & KISUMU)	
I	900	450
II	1050	525
III	1150	575
IV	1200	600
V	1200	600
VI	1500	750
VII	1800	900
VIII	2000	1000
IX	2300	1150

X	2600	1300
XI	2900	1450
XII	3300	1650
XIII	3900	1950
XIV	4300	2150
XV	5000	2250
XVI	5500	2750
XVII	6000	3000
XVIII	6500	3250

ANNEX VII - REMUNERATIVE ALLOWANCE

AMOUNT IN (KSHS) PER MONTH

Head of Department/Chairman	12000
Directors & Deans	16000
Librarian & Chief Medical Officer	20000
Registrar & Finance Officer	25000
Principal	42320
Deputy Vice-Chancellor	48500
Vice-Chancellor	60000

ANNEX VIII - ACTING ALLOWANCE

GRADE	AMOUNT (KSHS) PER MONTH
II	350
III	450
IV	600
V - VI	450

V - VII	575
IX - X	675
X, XI & XII	675
XIII	925
XIV	1100
XV	1650

ANNEX IX - SPECIAL DUTY ALLOWANCE

GRADE	AMOUNT (KSHS) PER MONTH
II	233
III	300
IV	400
V - VI	300
VII - VIII	383
IX - X	450
X, XI & XII	450
XIII	617
XIV	733
XV	1100

ANNEX X - EXTRANEOUS ALLOWANCE

AMOUNT IN (KSHS) PER MONTH

Examination officer	2000
Secretary (in the following offices: VC, DVCs, Principals, Registrars, FO)	3000/2000
Driver (in the following offices: VC, DVCs Principals, Registrars, FO)	3000/2700
Pool Driver	250
Clerk (in the following offices: VC, DVCs, Principals, Registrars, FO)	1000
Messenger (in the following offices: VC, DVCs, Principals, Registrars, FO)	1000
Veterinary Doctors	1100

ANNEX XI - ANNUAL LEAVE ALLOWANCE

GRADE	AMOUNT (KSHS) PER ANNUM
I - II	1150
III - IV	1450
V	1875
VI	1950
VII	2210
VIII	2300
IX	2560
X	2660
XI	3660

XII	5660
XIII	6200
XIV	8500
XV	8850
XVI	8850
XVII	12300
XVIII	12800

ANNEX XII - PASSAGE & BAGGAGE ALLOWANCE

GRADE	PASSAGE Kshs.	BAGGAGE Kshs.
I	1050	1600
II	1200	1750
III	1400	1900
IV	1700	2050
V - VI	1510	2880
VII - VIII	1920	3430
IX - X	2060	3510
XI	2060	3510
XII - XIII	3010	4800
XIV - XV	4110	6850
XVI	4500	7300
XVII - XVIII	5000	7800

ANNEX XIII - TELEPHONE ALLOWANCE

	AMOUNT IN (KSHS) PER MONTH
Head of Department/Chairman of Department	600
Directors & Dean	1000
University Librarian	1000
Chief Medical Officer	1000
Registrar	1000
Finance Officer	1000

ANNEX D (i)

TERMS AND CONDITIONS OF SERVICE FOR A CAMPUS PRINCIPAL

1. POSITION

Campus principal

2. REPORTING

Responsible to the Vice - Chancellor of Egerton University

3. PERFORMANCE MEASURES

Duties and responsibilities will be detailed in the letter of Appointment. Key tasks and targets will be agreed with the Vice - Chancellor and his/her performance will be reviewed and appraised regularly.

4. DURATION

The contract of employment will be a period of five (5) years and the Council reserves the right to terminate the contract prematurely depending on performance.

5. RENEWAL OF APPOINTMENT

A written request for renewal of contract should be made at least six (6) months before the expiry date of the contract.

6. PLACE OF WORK

University's Campus

7. REMUNERATION

Remuneration to this grade is as shown in **Annex I Grade (xvi)** and as per any amendments which are made from time to time by University Council.

8. MEDICAL

The University operates a staff medical scheme. The Principal will be a member of the scheme and will be entitled to medical benefits as per the scheme rules.

9. OVERTIME

As a manager the Principal will not qualify for overtime payment or time off for extra hours worked including public holidays.

10. LEAVE

Thirty (30) working days leave per calendar year. Leave will not be carried forward except with the written approval of the Vice - Chancellor setting out the reason for the extension. Any leave not taken during the leave year will be forfeited unless authority to carry over the leave days due has been granted in writing by the Vice Chancellor.

11. LEAVE ALLOWANCE

Annual leave allowance as per university prevailing rates for Principals will be paid.

12. GRATUITY

Upon completion of each contract term, a one-off taxable gratuity calculated at a rate of 31% the annual basic salary will be paid.

13. GROUP AND LIFE GROUP ACCIDENT INSURANCE SCHEME

The Principal will be a member of the Group Life and Group Accident Insurance Scheme of the University.

14. OFFICIAL TRANSPORT

A chauffer driven official transport for use on official duties, except when on leave will be provided.

15. MILEAGE CLAIM

If official transport is unavailable, a maximum of the current AA rates will apply when you use personal or spouse's vehicle for official duties.

16. HOUSING

A monthly house allowance of Kshs. 60,000 per month will be paid.

17. ACCOMMODATION ALLOWANCE OUTSIDE AND WITHIN KENYA

The principal will be paid accommodation/subsistence allowance for days spent on official duty outside Kenya at the prevailing rates as approved by the Government from time to time.

The accomodation/subsistence allowance for official duty in Kenya will be as approved by University Council.

18. DUTIES AND CODE OF CONDUCT

During the tenure of service with the University the following will apply:

- a) Observe the University's rules and regulations.

- b) Perform duties diligently and faithfully.
- c) Perform any other duties given from time to time.
- d) Employ time, attention and abilities to the services of the University.

19. CONFLICT OF INTEREST

Except with the written consent of the Council, the Principal shall not, either directly or indirectly during their service, engage or be concerned in any other service or business or receive any reward, commission or profit by virtue of his/her office other than as provided for in this letter of appointment.

20. CONFIDENTIALITY

The Principal will not, during his/her engagement disclose any confidential matters of the University to anyone not authorized or entitled to receive them. After the end of the contract, one will not divulge any confidential information which one may have come across by virtue of employment by the University without written approval of the Council.

21. EMPLOYMENT LAWS AND STAFF RULES AND REGULATIONS

The Principal will also be subject to provisions of the Employment Act (Cap 226 of the Laws of Kenya), Egerton University Act, University statutes and the University Rules and Regulations as issued and or amended from time to time.

21. TERMINATION

This contract may be terminated by either party giving a three months' prior notice, or on payment of an equivalent of three (3) months basic

salary and house allowance in lieu of such notice.

23. AIR TRAVEL

Staff under these terms will travel in Economy Class when traveling for official duty.

24. RE-APPOINTMENT OF SENIOR MANAGEMENT STAFF AFTER LEAVE OF ABSENCE

Senior Management Staff who have successfully served as Vice Chancellor, Deputy Vice-Chancellor and Principals of a Campus College in Egerton University and resume their substantive academic positions at the University will continue to earn their basic salary and house allowance of the previous positions. This will be personal to themselves. The salary and house allowance will remain fixed until the salary and house allowance of their substantive academic appointments equals what they are earning.

25. ACCEPTANCE

Acceptance of the terms and conditions will be signified by signing the offer letter a copy of which will be returned to the Chairman of the Council.

ANNEX D (ii)

TERMS AND CONDITIONS OF SERVICE FOR DEPUTY VICE-CHANCELLOR

1. POSITION

Deputy Vice-Chancellor of Egerton University.

2. REPORTING

Responsible to the Vice-Chancellor of Egerton University.

3. PERFORMANCE MEASURES

Duties and responsibilities will be detailed in the letter of Appointment. Key tasks and targets will be agreed with the Vice-Chancellor and his/her performance will be reviewed and appraised regularly.

4. DURATION

The contract of employment will be a period of five (5) years and the Council reserves the right to terminate the contract prematurely depending on performance.

5. RENEWAL OF APPOINTMENT

A written request for renewal of contract should be made at least six (6) months before the expiry date of the contract.

6. PLACE OF WORK

University's Main Campus Njoro.

7. REMUNERATION

Remuneration will be detailed in the letter of appointment and as per any amendments which are made from time to time by University Council.

8. SALARY

Salary will be paid as per the rota approved by University Council from

time to time.

9. MEDICAL

The University operates a staff medical scheme. The Principal will be a member of the scheme and will be entitled to medical benefits as per the scheme rules.

10. OVERTIME

The Deputy Vice Chancellor will not qualify for overtime payment or time off for extra hours worked including public holidays.

11. LEAVE

Thirty (30) working days leave per calendar year. Leave will not be carried forward except with the written approval of the Vice - Chancellor setting out the reason for the extension. Any leave not taken during the leave year will be forfeited unless authority to carry over the leave days due has been granted in writing by the Vice Chancellor.

12. LEAVE ALLOWANCE

Annual leave allowance as per university prevailing rates for Deputy Vice Chancellor will be paid.

13. GRATUITY

Upon completion of each contract term, a one-off taxable gratuity calculated at a rate of 31% the annual basic salary will be paid.

14. GROUP AND LIFE GROUP ACCIDENT INSURANCE SCHEME

The Deputy Vice Chancellor will be a member of the Group Life and Group Accident Insurance Scheme of the University.

15. OFFICIAL TRANSPORT

A chauffer driven official transport for use on official duties, except

when on leave will be provided.

16. MILEAGE CLAIM

If official transport is unavailable, a maximum of the current AA rates will apply when you use personal or spouse's vehicle for official duties.

17. TELEPHONE SERVICES

Telephone facilities will be provided in accordance with provisions of current circulars approved by the Minister in consultation with the State Corporation Advisory Council Committee or with the approval by the University Council from time to time.

18. HOUSING

A monthly house allowance of Kshs. 60,000 per month will be paid.

19. ACCOMMODATION ALLOWANCE OUTSIDE AND WITHIN KENYA

Accommodation/subsistence allowance for days spent on official duty outside Kenya at the prevailing rates as approved by the Government from time to time.

The accommodation/subsistence allowance for official duty in Kenya will be as approved by University Council.

20. DUTIES AND CODE OF CONDUCT

During the tenure of service as Deputy Vice Chancellor at the University one will:

- a) Observe the University's rules and regulations.
- b) Perform duties diligently and faithfully.
- c) Perform any other duties given from time to time.
- d) Employ time, attention and abilities to the services of the University.

21. CONFLICT OF INTEREST

Except with the written consent of the Council, the Deputy Vice-Chancellor shall not, either directly or indirectly during their service, engage or be concerned in any other service or business or received any reward, commission or profit by virtue of his/her office other than as provided for in this letter of appointment.

22. CONFIDENTIALITY

A Deputy Vice Chancellor will not, during his/her engagement disclose any confidential matters of the University to anyone not authorized or entitled to receive them. After the end of the contract, one will not divulge any confidential information which one may have come across by virtue of employment by the University without written approval of the Council.

23. EMPLOYMENT LAWS AND STAFF RULES AND REGULATIONS

A Deputy Vice Chancellor will be subject to provisions of the Employment Act (Cap 226 of the Laws of Kenya), Egerton University Act, University statutes and the University Rules and Regulations as issued and or amended from time to time.

24. TERMINATION

This contract may be terminated by either party giving a three months' prior notice or on payment of an equivalent of three (3) months basic salary and house allowance in lieu of such notice.

25. AIR TRAVEL

A Deputy Vice Chancellor will be eligible travel in Economy class when traveling for official duty.

26. RE-APPOINTMENT OF SENIOR MANAGEMENT STAFF AFTER LEAVE OF ABSENCE

Senior Management Staff who have successfully served as Vice Chancellor, Deputy Vice-Chancellor and Principals of a Campus College in Egerton University and resume their substantive academic positions at the University will continue to earn their basic salary and house allowance of the previous positions. This will be personal to themselves. The salary and house allowance will remain fixed until the salary and house allowance of their substantive academic appointments equals what they are earning.

27. ACCEPTANCE

Acceptance of the terms and conditions will be signified by signing the offer letter a copy of which will be returned to the Chairman of the Council.

ANNEX D (iii)

TERMS AND CONDITIONS OF SERVICE FOR VICE-CHANCELLOR

1. POSITION

Vice-Chancellor, Egerton University.

2. REPORTING

Responsible to the Council of Egerton University.

3. PERFORMANCES MEASURES

Duties and responsibilities will be detailed in the letter of appointment. Key tasks and targets will be agreed between with the Council, and performance will be reviewed and appraised regularly.

4. DURATION

The contract of employment will be for a period of five (5) years and the council reserves the right to terminate the contract prematurely depending on performance.

5. RENEWAL OF APPOINTMENT

A written request for renewal of contract should be made at least six (6) months before the expiry date of the contract.

6. PLACE OF WORK

University's Main Campus Njoro.

7. REMUNERATION

Remuneration will be detailed in the letter of appointment and as per any amendments which are made from time to time by University Council.

8. PERFORMANCE RELATED AWARDS

The Council will undertake a performance appraisal and on its recommendation and subject to the overall performance of the University's ability to meet the cost, a performance related award may be offered subject to approval by the Minister for Finance in consultation with the State Corporations Advisory Committee and with approval of the Council. The key tasks agreed with the council will form part of the contract and will also form part of the elements on which assessment of performance Awards will be based.

9. MEDICAL

The University operates a staff medical scheme. The Principal will be a member of the scheme and will be entitled to medical benefits as per the scheme rules.

10. OVERTIME

The Deputy Vice Chancellor will not qualify for overtime payment or time off for extra hours worked including public holidays.

11. LEAVE

Thirty (30) working days leave per calendar year. Leave will not be carried forward except with the written approval of the Vice - Chancellor setting out the reason for the extension. Any leave not taken during the leave year will be forfeited unless authority to carry over the leave days due has been granted in writing by the Vice Chancellor.

12. LEAVE ALLOWANCE

An annual leave allowance of Kshs. 50,000 or one-third of basic salary whichever is less will be paid, if one takes more than half of the annual leave entitlement.

13. RE-APPOINTMENT OF SENIOR MANAGEMENT STAFF AFTER LEAVE OF ABSENCE

Senior Management Staff who have successfully served as Vice-Chancellor, Deputy Vice-Chancellor and Principals of a Campus College in Egerton University and resume their substantive academic positions at the University will continue to earn their basic salary and house allowance of the previous positions. This will be personal to themselves. The salary and house allowance will remain fixed until the salary and house allowance of their substantive academic appointments equals what they are earning.

14. GRATUITY

Upon successful completion of each contract term, a one-off Gratuity calculated at a rate of 31% of annual basic salary will be paid. This

gratuity is taxable. The gratuity shall not be paid if separation from the University is due to misconduct as provided for in the Employment Act.

15. GROUP LIFE AND GROUP ACCIDENT INSURANCE SCHEME

A Vice-Chancellor will be eligible for membership of the Group Life and Group Accident Insurance Scheme of the University.

16. OFFICIAL TRANSPORT

A chauffeur driven official transport for use on official duties, except when on leave will be provided.

17. MILEAGE CLAIM

If official transport is unavailable, a maximum of the current AA rates will apply when a personal/or spouse's vehicle is used for official duties.

18. HOUSING

A monthly house allowance of Kshs. 80,000 per month will be paid.

19. TELEPHONE SERVICES

Telephone facilities will be provided in accordance with provisions of current circulars approved by the Minister in consultation with the State Corporation Advisory Council Committee or with the approval by the University Council from time to time.

20. CLUB MEMBERSHIP

The Vice-Chancellor will be entitled to membership of only one club which will be paid for by the University.

21. ACCOMMODATION ALLOWANCE WITHIN KENYA

Accommodation and subsistence allowances for days spent on official duty within Kenya will be paid at the prevailing rates approved by the

Minister in consultation with the State Corporation Advisory Committee and approved by the council from time to time.

22. ACCOMMODATION/SUBSISTENCE ALLOWANCE OUTSIDE KENYA

Accommodation/subsistence allowance will be paid for days spent on official duty outside Kenya at the prevailing rates as approved by the Government from time to time.

23. AIR TRAVEL

The Vice Chancellor will be eligible to travel in Economy class when traveling for official duty.

24. DUTIES AND CODE OF CONDUCT

During the tenure of service as Vice Chancellor at the University one will:

- a) Observe the University's rules and regulations.
- b) Perform duties diligently and faithfully.
- c) Perform any other duties given from time to time.
- d) Employ time, attention and abilities to the services of the University.

25. CONFLICT OF INTEREST

Except with the written consent of the Council, the Vice-Chancellor shall not, either directly or indirectly during their service, engage or be concerned in any other service or business or receive any reward, commission or profit by virtue of his/her office other than as provided for in this letter of appointment.

26. CONFIDENTIALITY

The Vice-Chancellor will not, during his/her engagement disclose any

confidential matters of the University to anyone not authorized or entitled to receive them. After the end of the contract, one will not divulge any confidential information which one may have come across by virtue of employment by the University without written approval of the Council.

27. EMPLOYMENT LAWS AND STAFF RULES AND REGULATIONS

The Vice Chancellor will be subject to provisions of the Employment Act (Cap 226 of the Laws of Kenya), Egerton University Act, University statutes and the University Rules and Regulations as issued and or amended from time to time.

28. TERMINATION

This contract may be terminated by either party giving a three months' prior notice or on payment of an equivalent of three (3) months basic salary and house allowance in lieu of such notice.

29. ACCEPTANCE

Acceptance of the terms and conditions will be signified by signing the offer letter a copy of which will be returned to the Chairman of the Council.

ANNEX E - STAFF APPOINTMENT COMMITTEES

a) SENIOR MANAGEMENT GRADES XVI - XVIII

- Chairman of Council - Chairman
- Vice - Chairman of Council
- Three (3) other Council members who are non - University employees
- Permanent Secretary, Ministry of Education
- Permanent Secretary, Ministry of State for Public Service
- Two co-opted members of the rank of Professor who are non University employees.
- Vice Chancellor - Secretary.

***NB The Council appoints a secretary when the interviews for the post of Vice-Chancellor are being conducted.**

b) GRADE XIV-XV

- Chairman of Council -Chairman
- Vice - Chairman of Council
- Prmanent Secretary, Ministry of Education
- Two other Council members who are non university employees
- Vice-Chancellor
- Deputy Vice - Chancellor, Academic affairs
- Deputy Vice - Chancellor, Administration & Finance
- Deputy Vice - Chancellor, Research & Extension
- Two (2) co-opted members of rank of professor to represent Senate
- Two co-opted members of the rank of Professor who are non-university employees
- Dean of Faculty

- Head of Department

C) GRADE XIII

- Vice - Chancellor - Chairman
- Deputy Vice - Chancellor, Academic affairs
- Deputy Vice - Chancellor, Administration & Finance
- Deputy Vice - Chancellor, Research & Extension
- Principals of Campus (es)
- One (1) Council Representative
- Head of department
- One (1) Senate representative

d) GRADE (XI)-(XII) - TEACHING STAFF

- Deputy Vice - Chancellor, Academic affairs- Chairman
- Deputy Vice - Chancellor, Administration & Finance
- Deputy Vice - Chancellor, Research & Extension
- Principals of Campus (es)
- Dean of Faculty
- Head of Department
- One (1) Senate representative

e) GRADE (V) - (XII) - NON -TEACHING- STAFF

- Deputy Vice - Chancellor, Academic affairs- Chairman
- Deputy Vice - Chancellor, Administration & Finance
- Deputy Vice - Chancellor, Research & Extension
- Principals of Campus (es)
- A Senior Member from Non- Teaching Department
- One (1) Senate representative

ANNEX F - DISCIPLINARY COMMITTEES

(I) GRADES XI -XV

- Vice Chairman of Council - Chairman
- Three (3) Council Representatives
- Representative, Permanent Secretary Ministry of Education
- Representative Ministry of State for public service
- Vice-Chancellor
- Deputy Vice - Chancellor, Academic affairs
- Deputy Vice - Chancellor, Administration & Finance
- Deputy Vice - Chancellor, Research & Extension
- Principal, Laikipia Campus College
- Two (2) Senate representatives

(ii) GRADES V - X

- Deputy Vice - Chancellor, Administration & Finance- Chairman
- Deputy Vice - Chancellor, Academic affairs
- Deputy Vice - Chancellor, Research & Extension
- Principals (Campus involved)
- Head of Department
- Registrar, Administration
- Chairman (UNTENSU)
- Secretary General (UNTENSU)

(iii) GRADE I - IV

- Deputy Vice - Chancellor, Administration & Finance- Chairman
- Deputy Vice - Chancellor, Academic affairs
- Deputy Vice - Chancellor, Research & Extension
- Principals (Campus involved)

- Head of Department
- Registrar, Administration
- Two (2) Senate representatives
- Shopsteward (KUDHEIHA)
- Chairman (KUDHEIHA)

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