

**UGANDA PROPERTY HOLDINGS LTD  
(UPHL)**

**HUMAN RESOURCE MANUAL  
(STAFF TERMS AND CONDITIONS OF  
SERVICE, RULES AND REGULATIONS)**

**AUGUST 2000**

**(Amended April 2012)**

## **UGANDA PROPERTY HOLDINGS LTD**

### **MISSION OF UPHL:**

To own and sustainably manage Government of Uganda real estate Investments.

### **VISION OF UPHL:**

A vibrant and viable Government of Uganda real estate enterprise.

### **CORE OBJECTIVES OF UHPL:**

- a) To take over ownership of all real estate properties abroad, belonging to the Ugandan Government and any other property or properties that the Uganda Government might wish to vest in the company and to manage hold and administer all such property or properties
- b) To build, construct, maintain, alter, renovate, repair, furnish, enlarge, pull down and remove or replace any go-downs, houses, garages, showrooms, shops, offices, flats, or other buildings and to manage, grant licenses or concessions in respect of exchange, mortgage or charge all or any part of the company's property, to collect rents and income and to supply to tenants and occupiers such amenities, facilities, and advantages as may be deemed expedient.
- c) To acquire by purchase, lease, exchange, construction or otherwise any land, factories, buildings and deterrments of any tenure of description whatsoever situate and any estate or interest therein and so seal or otherwise dispose of the same to generally deal in real property.
- d) To invest any monies of the company not immediately required for the purpose of the business of the company in such investments

### **VALUES OF UPHL:**

- a) Integrity, transparency and accountability.
- b) Equity and fairness.
- c) Customer focus.
- d) Teamwork and efficiency.
- e) Patriotism, ethics, commitment and leadership by example.

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## HUMAN RESOURCE MANUAL

### PROVISION I:

#### GENERAL PROVISIONS

This manual may be cited as “**UGANDA PROPERTY HOLDINGS LTD” HUMAN RESOURCE MANUAL**. This manual is complementary and consistent with the Employment laws currently in force in Uganda and Articles and Memorandum of Association of Uganda Property Holdings Ltd. In case of conflict, the Employment Act will take precedence.

### PROVISION II:

#### DEFINITIONS (INTERPRETATIONS)

In this Manual, unless inconsistent with the subject or context:

- **UPHL:** means the UGANDA PROPERTY HOLDINGS LTD.
- **Auxiliary category of staff:** means staff like a driver, tea girl and a cleaner.
- **Appointing Authority:** means the Uganda Property Holdings Ltd Board acting pursuant to the power vested under Regulation I hereof.
- **Appointment:** means the engagement of an employee in the service of UPHL.
- **MOFP&ED:** means the Ministry of Finance, Planning and Economic Development.
- **Employee:** means a person employed in the service of the UPHL. The masculine gender shall include the feminine gender in this interpretation.
- **Managing Director:** means the Head of UPHL and includes an officer of the UPHL for the time being appointed or designated to act for or in place of the Managing Director.
- **Management:** means the Management Committee comprising the Managing Director as Chairman and all Heads of Departments.
- **Minister:** means the minister responsible for Finance, Planning and Economic Development.

### **PROVISION III:**

#### **EFFECTIVE DATE**

This manual shall come into force and applied from the date of approval.

### **PROVISION IV:**

#### **AMENDMENT OF THE REGULATIONS**

1. The Regulations contained herein shall be subject to amendment by the Board of Directors of UPHL from time to time as and when deemed necessary.

### **REGULATION 1:**

#### **POWERS OF APPOINTMENT**

1. Employees engaged other than by internal promotion, in the Officer Category, shall be appointed by authority of the Board of Directors after public advertisement and after short listing and interview by the board.
2. Employees who were working with Government External Properties Administration Committee (GEPAC), Farmers House Limited and have been appointed by the Board prior to coming in force of these rules and regulations automatically become employees of UPHL.
3. Employees in the General Service Category shall be appointed by the Managing Director on the advice of the Management Committee.

### **REGULATION 2:**

#### **PERSONNEL ESTABLISHED VACANCIES**

1. The UPHL Establishment shall be:
  - a) Officer category, established by the Board of Directors.
  - b) Secretarial, Clerical and Auxiliary categories, established by the Managing Director on the advice of the Management Committee.
2. No recruitment shall be made to a post that does not exist under the establishment.

## **REGULATION 3**

### **APPOINTMENT PROCEDURES**

The Appointing Authority shall determine whether a vacancy in the service of the UPHL should be filled by internal promotion or by recruitment through advertisement.

#### **1. By Internal Promotion**

As far as possible, a vacant post shall be filled by internal promotion. Candidates shall be considered on the basis of performance, competence and seniority.

#### **2. By Advertisement**

- a) Where it is found not possible to fill a vacancy by promotion, the post shall be advertised in two English language newspapers with national readership/wide coverage and, if necessary, other mass media.
- b) The advertisement shall give all requisite information of the post including duties attached thereto, qualifications and experience required, and the closing date.
- c) No person shall be considered for appointment unless he has submitted an application for the post as required.
- d) As soon as possible after the closing date, the Management Committee shall scrutinize the applications and cause a short-list of the applicants to be prepared for interview by the Board for recommendation to the Appointing Authority.

## **REGULATION 4**

### **TEMPORARY APPOINTMENT**

1. Temporary appointment shall only be made in case of extreme exigency.
2. Temporary appointment shall automatically lapse and shall not exceed a period of six months.
3. The temporary appointment shall not apply to posts of officer level and above.

## **REGULATION 5**

### **TERMS AND CONDITIONS OF THE CONTRACT**

1. Employees recruited as heads of department shall serve on a three year renewable contract while employees recruited at officer category and below shall serve on a five year renewable contract.
2. The terms and conditions to be set out in an Agreement for contract of service may incorporate all or any of the provisions of these Regulations and any other special considerations as stipulated in the letters of appointment.
3. Where the services of an employee on contract is required beyond the period provided for in the service agreement, the period may be extended or the agreement may be renewed if employee is willing to continue his/her services.

## **REGULATION 6**

### **MEDICAL FITNESS**

1. An employee shall on appointment undergo medical examination by registered medical practitioner designated by the UPHL.
2. The medical practitioner shall submit to the UPHL a comprehensive medical report on the person proposed to be employed certifying to his/her medical fitness.
3. No appointee shall commence employment unless:
  - a) The proposed employee has obtained the medical certification as specified in 2 above and;
  - b) has been certified medically fit for employment.

## **REGULATION 7**

### **PROBATION**

1. An employee shall on taking up his appointment undergo a period of service on probation for up to six months.
2. The period of service on probation may be extended by up to three months in case of the employee's unsatisfactory performance.
3. The employment of a person who is not confirmed in service after the further period provided for under clause 2 above shall automatically lapse and be terminated.



4. Subject to Regulation 31, an employee on probation shall be entitled to one month's notice or payment-in-lieu of notice when the UPHL terminates his employment. The employee on probation shall also give one month's notice or payment-in-lieu of notice to UPHL incase he/she wants to terminate his/her employment.

## **REGULATION 8**

### **STAFF CONFIDENTIAL REPORTS**

1. Every member of staff, other than the Managing Director, shall be formally appraised in writing once each year.
2. The Administrative Officer shall distribute the Annual Confidential Report forms to all staff.
3. Every member of staff shall complete the relevant section to provide information on personal records and return forms to the Legal and Administration Officer.
4. The Head of Department and/or the immediate Supervisor shall then complete relevant parts so as to clearly reflect what he/she sees as the employee's strengths and weaknesses during the year, specifying:
  - a) what is expected of the staff;
  - b) goals and other measures by which staff is evaluated;
  - c) clear recommendation or award for excellent and good performance;
  - d) clear recommendation for disciplinary action for poor performance;
  - e) clear recommendations on ways the employee's performance might be improved.
  - f) clear identification of training and development activities for the employee.
5. Every staff member being appraised shall review the written appraisal statement and discuss comments therein with the Supervisor and/or Head of Department, and signify acceptance or otherwise by signing the Appraisal Report
6. Heads of Departments shall submit the duly completed Confidential forms to the Legal and Administration Officer on or before May 15 of each year.
7. The Legal and Administration officer shall summarise information from the Annual Confidential Reports in four (4) separate groups as itemized below and submit them for presentation to Management on or before 15<sup>th</sup> June of each

year:

- a) performance appraisal for Officer Category.
  - b) performance appraisal for Clerical Category.
  - c) performance appraisal for Secretarial Category.
  - d) performance appraisal for Auxiliary Category.
8. The Committee of Heads of Department shall review the Legal and Administration Officer's submissions concerning each staff appraised in detail, and make specific recommendations as to confirmation, promotions, training meritorious awards/bonuses or disciplinary measures, to the Managing Director.
  9. The Managing Director shall make recommendations to the Board for appropriate action.

## **REGULATION 9**

### **CONFIRMATION OF APPOINTMENT**

1. An employee shall be confirmed in his appointment on satisfactory completion of 6 months probation.
2. The power to confirm an employee (From officer category and above) is vested in the Board.
3. **Confirmation shall in the absence of an intervening report be based on the latest annual confidential report on the employee.**
4. Management shall, while reviewing the annual confidential report on an employee on probation, decide whether an employee on probation should:
  - a) be confirmed
  - b) have his/ her period of service on probation extended and the length of time thereof;
  - c) have his/her probation appointment terminated.
5. An employee on probation shall not be promoted before being confirmed.
6. An employee shall not be eligible for training other than induction and on-the-job training before being confirmed.

## **REGULATION 10**

### **CONTRACT ESTABLISHMENT**

1. An employee on being confirmed in his/her appointment shall serve on contract

as stipulated in the letter of appointment.

2. On confirmation in appointment the employee shall be entitled:
  - a) Subject to the provisions of Regulations 31 and 32 to one (1) month notice or payment -in-lieu, where UPHL terminates his employment. The employee shall also give a one (1) month notice or payment in lieu of notice in case he/she terminates the employment.
  - b) to the benefits and loan scheme under the Regulation 19 Clause 18.1.

## **REGULATION 11**

### **PROMOTION**

1. Promotion shall be based on merit, competence and seniority, but no employee shall be promoted whilst serving on probation.
2. Promotion shall in the absence of an intervening adverse report be based on the latest annual confidential report on the employee.
3. Management shall while reviewing the annual confidential report of an employee decide whether an employee should be recommended for promotion.
4. The power to promote is vested in the relevant Appointing Authority.

## **REGULATION 12**

### **TRANSFERS & DUTY TRAVEL**

1. The UPHL shall, in respect of an employee reporting on duty on appointment, meet the costs of transporting the appointee, his family members (Spouse and a maximum of four children) and his personal effects to the new station.
2. An employee may be posted anywhere in or outside Uganda or transferred to any department within UPHL at the discretion of the Management.
3. UPHL shall be responsible for the payment of all transport expenses directly related to the transfer of an employee, his or her immediate family and his belongings from one duty station to the station of new posting.
4. UPHL may require any employee to perform outside his/her office or outside the country. Such employee shall be paid per diem allowances in accordance with the rates set from time to time in the terms of staff service.

## **REGULATION 13**

### **ACTING APPOINTMENT**

1. An Acting Appointment is one whereby an Officer is appointed to act in a vacant post of an office higher than his substantive post and by virtue of which office senior management duties are to be done.
2. The authority for making Acting Appointments is vested in the Appointing Authority.
3. Conditions for Acting Appointment:
  - a) When any of the senior management posts falls vacant.
  - b) An officer should be properly appointed (in writing) by an appropriate appointing authority.
  - c) The officer appointed to act may hold a post lower than the one he is to act in but which should not be more than one grade below the vacant post.
4. Acting Appointment shall automatically lapse 6 months from the date of appointment unless the same is renewed in writing by the Managing Director
5. The Acting Appointment shall entitle the employee appointed in an acting capacity thereto to the benefits attached to the higher post.

## **REGULATION 14**

### **SPECIAL DUTY APPOINTMENT**

1. A Special Duty Appointment is an appointment whereby an officer is appointed to perform duties of a vacant post which is higher or lower than his substantive post.
2. The authority to make a Special Duty Appointment is vested in the Managing Director.
3. **Conditions for Special Duty Appointment:**
  - a) In any other circumstances which do not qualify for an Acting Appointment;
  - b) when a post to which the responsibilities relate is vacant or the substantive holder is not performing the functions of his office for any reason or when reorganizational/structural changes entail performance of extra duties; and

- c) the employee shall be properly appointed in writing by the appointing authority.
- d) The appointment shall automatically lapse 60 days from the date of appointment and may thereafter be renewed for a maximum of 30 days only.

## **REGULATION 15**

### **TRAINING**

#### **1. Objectives**

To promote and encourage training for its employees, UPHL undertakes to provide training to its employees at all levels in order to achieve the following objectives:

- a) To introduce new employees to the objectives of the UPHL as well as the basic functions involved with the jobs they were employed to undertake.
- b) To increase employee efficiency in the jobs performed.
- c) To raise the level of competence, technical and professional status of employees.
- d) To provide advancement opportunities to all employees.

#### **2. Classification of Training**

##### a) Induction

- i) This is training intended to familiarize the employees with the following:
  - the role of the UPHL
  - the Rules and Regulations governing the operations of the UPHL and its employees.
  - the duties and responsibilities of the employees.
- ii) Every employee shall on engagement undergo induction training.
- iii) The training shall be organized by the Legal and Administration Officer in consultation with the relevant Head of Department.

b) On-The-Job Training

- (i) On-the Job-Training is a continuous process available to all categories of employees. The UPHL shall make use of the more Senior and experienced staff in specialized fields as well as technical advisors available from time to time to carry out this type of training.
- (ii) At the commencement of employment, the Legal and Administration Officer shall designate an officer who shall be responsible for the formal on-job-training of the new employee during the probation period.

c) Attachment

Attachment is done either to local or overseas institutions in order to transfer knowledge between the respective institutions.

d) Seminars / Workshops

These include study tours, trade fairs (shows) and workshops that are for a specific purpose and are generally at a short duration, less than a fortnight.

e) Short-Term-Courses

These are short-post-experience courses in specialized fields, usually held for a period of not more than 6 months.

f) Long-Term-Courses

This is long-term training aimed at attaining basic or higher academic qualifications to meet the future needs of the UPHL.

g) Correspondence and part-time Courses

The UPHL encourages its employees to enroll for courses relevant to the UPHL operations. Study can be carried out on a full time, part time or correspondence basis. The employee must obtain approval of Management before enrollment.

### **3. Policy**

- a) The policy on training is to make full use of the training institutions available in Uganda. Training outside the country will be for specialized fields of study not available in Uganda.
- b) All training under 6 months duration shall be approved by the Management, while training exceeding 6 months duration shall be approved by the Board.

- c) In approving, the Board and/or Management shall ensure that the training is in the best interest of the UPHL and that the officer benefiting from the training needs the type of training to become more efficient and to improve his own capabilities for the purpose of serving the UPHL.
- d) Employees who secure their own sponsorship and the courses offered are relevant to (their) UPHL duties, and within the interest of the UPHL, shall be encouraged to take advantage of the scholarships. The employees shall obtain Management approval before applying for such scholarships and certainly before acceptance.
- e) Training shall be approved on either study leave or unpaid leave, and the Regulations governing Leave will apply.
- f) UPHL will not meet any part of the cost either of travel or upkeep in the country of the course of the spouse or children of a trainee if the trainee decides to take them with him.
- g) When a course has been arranged for an employee last minute cancellation must be avoided whenever possible, and they should be permitted only in the most exceptional circumstances.

#### **4. Training Costs and Allowances**

- a) The UPHL shall meet all costs relating to training for a trainee directly sponsored by the UPHL.
- b) Where a trainee is offered full scholarship, the UPHL shall only consider meeting transit expenses where necessary.
- c) Where a trainee is partly sponsored, the UPHL shall top up expenses and allowances.
- d) Where an employee is sponsored for a course or seminar and his out of pocket expenses are not covered by the sponsors, the UPHL will pay the employee allowances to cover his out of pocket expenses in accordance with the rates stipulated from time to time.
- d) Where training by correspondence or part-time basis has been approved, the UPHL shall reimburse the employee with the full costs of tuition, correspondence and examination on receipt of a pass notification from the examination authorities.

## **5. Bonding**

An employee selected for long-term training shall be required to give a written undertaking, prior to his departure, stating that on completion of studies, he/she will be bound to serve the UPHL for a minimum period of two years.

## **6. Reports on Completion for Training**

Upon completion of any training, each participant shall be required to submit a report on the training undertaken.

## **7. Procedure**

- a) There shall be a training committee comprised of the Managing Director, the Legal and Administration Officer and all heads of departments.
- (b) At the beginning of each calendar year, the Legal and Administration Officer shall be responsible for designing and preparing an integrated Annual Training Programme based on the training and development needs for the UPHL and its employees as identified in the Annual Staff Confidential Reports.
- c) The Committee of heads of Department shall review the submission and make recommendations as to the timing and duration, financing and type of training to the Managing Director who shall in turn make the final decisions on the Training Programme in consultation with the Finance and Administration Committee.
- d) The training Committee shall then receive applications from employees and review them against the approved programme, policy and suitability and/or eligibility of the course and/or applicant.
- e) The training Committee will be responsible for reviewing the progress of the trainees and for general administration of the training programme.

## **REGULATION 16**

### **ATTENDANCE**

1. An Attendance Register shall be maintained by each Department.
2. The Manager of Department shall be responsible for maintaining the Attendance Register and making the returns hereunder.
3. Each employee shall sign their name and signature, and time of reporting on duty, each morning not later than 8.30 a.m. and each afternoon at 5.00 p.m.



upon reporting off duty, in the Departmental Attendance Register.

4. The relevant Manager of Department shall not later than 9.00 a.m. rule off the Attendance Page or part thereof, for the morning.
5. The relevant Manager of Department shall then:
  - a) Complete or cause to be completed the daily Attendance Report for the previous working day detailing employees in the Department who reported late or were absent.
  - b) Forward the report to the Administrative Officer.
6. At the end of each working week and not later than the close of office on the succeeding Monday or first working day, each Head of Department shall:
  - a) Make a return to Administration summarizing the attendance record of the personnel of the Department for the previous week.
  - b) Notify each employee who was late or absent during the previous week of such recording and that such record has been placed in his Personal Confidential file and shall form a basis for disciplinary action unless:
    - i) Such absence was due to illness and a Medical doctor letter to the effect that the employee was unfit to work; or
    - ii) Such absence was authorized in advance by the appropriate Head of Department in writing under copy to Administration; or
    - iii) The employee shows justifiable and acceptable cause for the absence whereupon the days of absence shall automatically be deducted from leave earned.
7.
  - a) A recording of absence for three days in a month shall constitute a written warning
  - b) Five written warnings in a year pursuant to 7 (a) hereof shall automatically lead to suspension of the employee concerned for 30 days with half pay.
8. Where an employee is suspended two times in any one year pursuant to 7 (a) and (b) above, his services shall be terminated.
9. Where an employee is absent due to illness, a medical doctor's letter to that effect has been tendered, for an aggregate period of 30 days in any one year, Administration shall forthwith appoint a Medical Board to assess the suitability of the employee to continue in his employment.

## **REGULATION 17**

### **ATTIRE**

1. All employees shall dress decently while on duty.
2. Male employees in the Officer, Secretarial and Clerical Categories shall dress in the following manner:
  - i) Clean shirt and neck tie, or safari suit.
  - ii) Clean pair of trousers.
  - iii) Clean pair of shoes with socks.
3. Female employees in the Officer, Secretarial and Clerical Categories shall dress as follows:
  - a) Clean and decently fitting clothes.
  - b) Clean pair of shoes.
4. Employees in the Officer, Secretarial and Clerical Categories who report for duty improperly dressed will be required to return home and be recorded as absent for that day.
5. Employees in the Auxiliary category shall be issued with uniforms.
6. Employees issued with uniforms shall properly maintain them and wear them while on duty.
7. An employee who is in possession of a uniform and does not wear it will be required to return home and be recorded as absent for that day.
8. An employee who is recorded as absent under this Regulation shall be liable for disciplinary action in accordance with the Staff Regulation dealing with Offenses, Disciplinary Procedures and Actions.
9. Managers of Department shall be responsible for observance and enforcement of these regulations

## REGULATION 18

### 1. LEAVE

Uganda Property Holdings Limited recognizes time-off/ leave as a way for staff to physically and emotionally recuperate, permit diversion, recreation, relaxation, reflection: away from work, with a view to restoring and improving efficiency, effectiveness and results, as such, the requirement to take annual leave will be mandatory for all employees of UPHL.

- a) "Leave" means authorized absence from duty. Leave days shall not include weekend and public holidays.
- b) Leave may only be taken when authorized in writing by the Managing Director or any other staff authorized by him or her.
- c) Unauthorized leave from duty of 5 days shall be construed as abscondment from duty and shall be considered misconduct within the meaning of these provisions.
- d) An employee proceeding on any type of leave must hand over to the staff member appointed to perform his/her duties.
- e) Except unpaid leave, any other leave is leave earning.

#### 1.1 Annual Leave Entitlement

1.1.1 All employees shall earn their leave on a pro rata basis at the following rates:

Salary Scale	Entitlement Days based on actual attendance
UPHL 1	26 working days in a year @ 2.17 days per month
UPHL 2 - 3	24 working days in a year @ 2 days per month
UPHL 4 - 5	22 working days in a year @ 1.8 days per month
UPHL 6 - 7	21 working days in a year @ 1.75 days per month

1.1.2 Due to the reasons given in Clause 1 above, annual leave shall normally not be commuted into cash unless authorized by the Managing Director.

1.1.3 Annual leave will be granted subject to the exigencies of duty, as below:

- a) A leave year will count from the date of assumption of duty by an employee for a period of 12 months.
- b) Annual leave shall not be accumulated and shall be taken within the leave year in which it falls due.
- c) Deferment of annual leave in excess of one half of an officer's entitlement from one leave year to another may be permitted in writing by the Managing Director due to the work requirements.
- d) To avoid disruption of work schedules, a leave roster shall be prepared at the beginning of each calendar year, indicating the dates when each employee will take his/her annual leave, and who will perform their duties while on leave.
- e) An employee wishing to take his/her annual leave in accordance with the leave roster, will submit his/her application not less than 14 days prior to commencement of the leave unless in an emergency.
- f) A member of staff may have his/her annual leave interrupted at any time and recalled to resume duty in the interest of UPHL work. In such circumstances, the leave balance may be deferred and taken at a later date.
- g) **Illness during Annual Leave**  
In the circumstances where a staff member becomes ill to the extent of being admitted, such a staff member may be allowed to extend his or her leave by the number of days during which he/she was hospitalized, the extension being subject to the approval of the Managing Director on the basis of production of a certificate by a competent medical practitioner from the hospital in which he/she was hospitalized.

## **2.0 Compassionate leave**

- 2.1 An employee may be granted compassionate leave of five days in a year under exceptional circumstances, e.g. attending a funeral, serious illness or hospitalization of a close relative, matters relating to the schooling of children, emergency cases such as court attendance or any other exigency of a similar nature. In granting the leave, the Managing Director will take into account the frequency of such absences by the employee, and the effect of such absence from his work.

2.2 The employee requesting for compassionate leave shall furnish his /her immediate supervisor with sufficient and acceptable proof in support of his/her request.

2.3 Compassionate leave will not be counted against the employees' annual leave.

### **3.0 Study leave**

An employee may be granted study leave to attend a course of study sponsored by the Uganda Property Holdings Limited as detailed in the training Policy.

### **4.0 Unpaid study leave**

The Managing Director may grant leave without pay to an employee upon application, subject to the following terms and conditions:

4.1 The employee has served UPHL satisfactorily for at least two years and is confirmed in employment.

4.2 The performance and conduct of the employee has been consistently satisfactory.

4.3 The study leave will not exceed normally 12 months.

4.4 The course of study would contribute to UPHL staff development, but the employee will meet the cost of the course.

4.5 The employee's salary and benefits shall not apply and are deemed to be suspended for the duration of the study leave.

4.6 The remaining contract period is not less than two years.

4.7 The employee will not lose his /her security and will continue to be retained in the roster of employees for the duration of study leave.

4.8 During study leave, temporary appointments shall be made to positions temporarily not filled to make sure that work in those positions continues to be carried out.

4.9 The employee shall immediately resume duty on expiry of the study leave and the temporary appointments shall be terminated.

## **5. Disembarkation leave**

A sponsored employee returning from training studies, of official trips abroad lasting 3 months or more, shall be entitled to three calendar days disembarkation leave from the date of his/her arrival in Uganda. The purpose of the leave is to provide the employee time to re-acclimatize or otherwise attend to personal matters before resuming duty. The leave shall not be deferred to be taken with annual leave.

## **6. Special leave for sports men or sports women.**

- a) The Managing Director may grant an employee who is selected to represent Uganda in national or international tournaments, special leave with full pay for the necessary period of training and subsequent participation in the sports.
- b) The special leave will not be counted against the employee's annual leave entitlement.
- c) The affected employee must however notify the Managing Director in writing, of both his /her selection and wish to be granted such leave.
- d) The special leave shall not exceed 10 days at a go.

## **7. Maternity Leave**

- 7.1 Female members of staff, who are required to be absent from duty on account of confinement, will be granted maternity leave with full pay for maximum of 60 working days, they may have the option of taking their annual leave concurrently with maternity leave.
- 7.2 Maternity leave shall be applied for approximately 14 days before the expected date of confinement. The application to the Managing Manager should be supported by a medical certificate indicating the date on which maternity leave is to commence.

## **8. Paternity Leave**

This is leave granted to a male employee to enable him attend to his registered wife after giving birth. Paternity leave shall be limited to five days and shall be taken when applied for in writing.

## **9. Compulsory leave**

The Managing Director may order an employee to proceed on compulsory leave to facilitate investigations on any serious allegations made against the employee. Such leave will not exceed 30 days, shall run concurrently with the annual leave, and the employee shall be eligible for payment of full salary and all other allowances. In exceptional circumstances where investigations cannot be completed within 30 days, the Managing Director may extend the period of compulsory leave by a further period not exceeding 30 days.

## **10. Sick leave**

- 10.1 Sick leave is defined as an approved absence of an employee from duty on account of illness. Sick leave must be granted by the Managing Director on the basis of a duly authorized medical practitioner/ officer and a medical certificate, duly signed and submitted to the Managing Director through the head of department or unit within two days of absence.
- 10.2 Absence from duty on account of illness for a period in excess of three months will require the approval of management who will decide if the officer should be examined by a medical board with a view to determining whether or not there is a reasonable prospect for eventual recovery and fitness for duty.
- 10.3 Convalescent leave means a period of absence of an employee granted on recommendation of an approved medical officer for the employees' recuperative purposes, immediately following an illness.
- 10.4 An employee may be granted sick/convalescent leave in a year subject to the maximum period indicated here-below, provided it is certified by the medical officer in charge that there is reasonable prospect of eventual recovery and fitness for duty:-
- i. A confirmed employee on contract terms of service up to three months on full pay, followed by 3 months on half-pay in a leave year.
  - ii. An employee on probationary or temporary terms of service up to one month on full pay followed by one month on half pay in a leave year.
- 10.5 If after the period of sick/convalescent leave it appears unlikely that the employee will be fit to resume duty, then Managing Director will arrange for a medical Board, which will submit a report with its recommendations for considerations and actions by the UPHL management.

## **REGULATION 19**

### **BENEFITS AND ALLOWANCES**

#### **1. Salary payments and Deductions**

- a) Staff shall be paid a consolidated salary for the position to which they are appointed on the approved scale.
- b) All staff salaries shall be paid monthly by cheque into their local Bank.
- c) The following statutory and non-statutory deductions, shall be made from the staff salaries at source:
  - i. Income tax deductions.
  - ii. Social security deductions.
  - iii. Deductions under any approved staff retirement benefits schemes operated by the Company.
  - iv. Repayment of any salary loans or advances.
  - v. Any other legally authorized deductions.

#### **2. Salary Increments**

- a) All employees shall be paid annual increments to be determined from time to time.
- b) Annual increments shall be paid from the 1<sup>st</sup> day of the month in which the salary is increased.

#### **3. Gratuity**

All employees shall be entitled to gratuity, being 25% of their gross annual salary, paid at the end of each year of service.

#### **4. Transport**

- a) The Managing Director shall be entitled to Company car, and all heads of departments are eligible to a car for use during UPHL business.
- b) Where a car attached to an eligible officer breaks down and/or is under repair, the officer using the car shall only be entitled to the equivalent of the fuel allowance in accordance with his scale until such vehicle is repaired and is road worthy.
- c) All eligible officers shall while using a UPHL car only be entitled up to a



maximum of 60 liters of fuel per week.

- d) All other UPHL employees shall be eligible to the use of pool vehicles only under the following circumstances:
  - i) While on UPHL work wherefore the requisition for the vehicle shall be authenticated by the relevant Head of Department and shall clearly state the purpose of the journey and the duration of the journey.
  - ii) Where the employee requires the vehicle for the purpose of burial of a member of their immediate family. For the purpose hereof, family shall only refer to a husband or wife, parents, and children of the employee.

#### **5. Acting Allowance**

- a) This is an allowance that is paid to an employee appointed to act in a vacant post in accordance with the regulation dealing with Acting Appointment.
- b) The Acting Allowance payable shall be the difference between the salary of the employee appointed in the acting capacity and the lowest point of the post to which he is appointed to act.
- c) The acting allowance shall only be payable if the appointee discharges duties of the higher vacant post for a continuous period of not less than thirty (30) days.

#### **6. Allowances on travel abroad**

- a) Where UPHL employee travels outside Uganda, Night off station shall be paid in accordance with Government approved rates.

#### **7. Overtime allowance**

- a) Where staffs are required to do any work over time in any month, they shall be entitled to an overtime allowance equivalent to the hourly salary for every hour spent on the job. In case of weekends and public holidays, rate equivalent to one and half times the hourly salary for every hour worked shall apply.

- b) To qualify for this allowance, the eligible staff should have been requested in writing by the head of department to work overtime.
- c) The Managing Director's interpretation of what constitutes overtime shall be final.

**8. Leave allowance**

- a) Uganda Property Holdings Limited recognizes time-off/ leave as a way for staff to physically and emotionally recuperate, permit diversion, recreation, relaxation, reflection. Taking annual leave is mandatory for all employees of UPHL.
- b) A member of staff taking his/her annual leave shall be paid a leave allowance of 50% of his gross salary per month.

**9. Hard ship allowance**

- a) The Company shall pay hardship allowance to staff posted in hard stations and high risk areas or those who perform exceptionally difficult assignments.
- b) The Managing Director's definition and interpretation of duties and/ or circumstances covered by this provision shall be final.

**10. Disturbance allowance**

A member of staff posted/ transferred to a new work station shall be paid a disturbance allowance of 50% of his gross salary if in Uganda or 8 (eight) days per diem for outside Uganda to enable such staff settle in to his/her new work station.

**11. Foreign Station Allowance**

A member of staff posted/ transferred to a foreign Station (Country) shall be paid a foreign station allowance of 40% of his gross salary per month.

**12. Special Duty allowance**

- a) Staff assigned to perform duties outside their normal schedule for a period not exceeding 6 months shall be paid an allowance known as special allowance.
- b) This provision shall apply to employees who perform duties in unusual circumstances and/ or those duties that cannot ordinarily be appraised.
- c) Payment of special allowances shall be approved by the Managing Director following recommendation by the relevant Head of department.
- d) The special allowance rate shall be determined by the Managing Director from time to time in consultation with the Finance and Administration Committee of the Board.
- e) The Managing Director's definition and interpretation of duties and/ or circumstances covered by this provision shall be final.

**13. Honorarium**

- a) The UPHL may award honorarium to an employee for extra duties above that required by the terms and conditions of service of UPHL. This will be determined by the Management Committee.

**14. Staff Housing**

UPHL shall normally not provide housing to staff but the Board may review this policy from time to time. However Managers serving outside Uganda shall be provided with a house preferably in one of the properties of UPHL.

**15. Medical Care.**

Every member of staff, one spouse and four dependants under 18 years of age who are registered with the Company will be eligible for medical care under the UPHL Medical Scheme.

## **16. Death Payments**

### **16.1 Death Gratuity**

UPHL shall pay into the estate of staff that die while in service the equivalent of three months gross salary.

### **16.2 Other payments**

In addition to the death gratuity, the following payments shall be made to the estate of an employee in the event of his death, less any outstanding amounts due to the Company.

- a) Any unpaid consolidated salary.
- b) Cash payment in respect of any outstanding entitlements
- c) Gratuity.
- d) Commuted leave due.

### **16.3. Indemnity for death on duty**

- a) Any member of staff who dies while on duty shall be entitled to compensation under the Workers' Compensation Act. 2000 (CAP 225 Laws of Uganda).
- b) The Company shall take out an appropriate insurance cover risk deployment on UPHL duties.
- c) The Managing Director shall determine the schedule of high –risk deployment duties from time to time.

### **16.4. Assistance in cases of Bereavement**

- a) In the event of death of a staff, their spouse, child, mother or father, the Company shall provide:-
  - i.) Transport to convey the deceased to burial place
  - ii.) Coffin
  - iii.) Cash contribution to cover funeral expenses.

- b) The applicable rates under this provision shall be determined by the Managing Director from time to time.

## **17. FACILITATION**

### **17.1. Baggage and Moving Expenses**

For every member of staff returning to Uganda after completion of official duty or study leave- with-pay, after a period of 6 months or more, shall be given an excess baggage allowance of up-to 10 kilogrammes.

### **17.2. Moving Expenses on Transfers**

The Company shall provide suitable transportation of staff, his family and personal belongings to his new station or pay an approved amount in lieu of transportation.

### **17.3 Transport On-duty/ Mileage Expenses**

- a) The Company shall provide transport to employees on official duty outside their own normal duty station.
- b) Where transport is not provided, any employee using his private vehicle to go out of station on approval by the head of department or Managing Director, using prescribed forms, shall be paid mileage at approved rates.
- c) Any staff member who is required to go on an out-of –station duty using his private vehicle shall not be provided with fuel for the journey; fuel shall be supplied for travel in Company vehicles only.

### **17.4 Expenses on Travel to Conferences, Seminars, and Official Duty**

A subsistence allowance and a day allowance shall be paid to staff members who attend conferences, seminars or travel on official duties in accordance with approved rates.

## **17.5. Special Clothing Expenses**

- a) The authority shall assist staff proceeding to a different climate zone, either
  - i.) On Official duty, or
  - ii.) On approved course of training, (Unless covered by the sponsor) to meet the expenses of acquiring special clothing.
  
- b) The payment shall apply unless the staff has received a similar allowance within the past three calendar years.
  
- c) The special clothing rate applicable (currently at 500 USD.) shall be determined by the Managing Director from time to time.

## **17.6 Moving Expenses on leaving UPHL**

Upon retirement all employees will be paid an allowance equivalent to 50% of their monthly salary for their transport and or an established fee of 20ft container transport to his/ her residence for an employee working abroad.

## **18. WELFARE SCHEMES**

### **18.1. Loans and advances**

The Company may support confirmed staff to access loans from financial institutions. The Company's support shall be limited to recommending eligible staff, remitting funds and ensuring that the scheme complies with the Company's policies.

### **18.2. Limit of deductions from salary**

Staff shall not incur loan requiring monthly recovery exceeding 50% of their net salary.

### **18.3. Salary advances**

The Managing Director may, grant a salary advance in accordance with the Financial and Accounting Procedures Manual.

### **18.4 Bonus payment**

a) Staff may be paid a bonus when the revenue target set by Company for a particular financial year is achieved.

b) Bonus shall be paid at the end of the respective financial year to be determined by the board from time to time.

### **18.5 Social security**

All UPHL Staff are members of, and are required to contribute to the National Social security Fund established by or under the National Social security Act, 1985, or other schemes as may be established by law.

### **18.6 Sports and Recreational**

a) The authority shall encourage staff to participate in sports and recreation activities and in that regard, where possible provide recreational facilities.

b) The Company shall support the setting up of a UPHL Sports club along Guidelines approved by the Board.

## **REGULATION 20**

### **HANDING OVER AND TAKING OVER**

1. The efficiency of the UPHL demands that when an officer hands over his duties to another officer, the procedure should be systematic and thorough.
2. At least two full working days shall be devoted to handing over at whatever level. In the cases of an officer working in the field and whose job involves supervision of several units of the UPHL, a much longer period may be necessary.
3. Before the arrival of the incoming officer, the outgoing officer shall make a

conscious effort to clear his IN and PENDING trays. The handing over of backlogs of work must be notified to the Manager of Department by the outgoing officer, or to the Managing Director, if the outgoing officer is a Manager of Department.

4. Concise handing over notes listing important matters of the following kind shall be written by the outgoing officer and shall be signed by his relief:
  - a) Major policy issues with which the officer is concerned.
  - b) A brief description of the Department or sub-section with which the officer concerned is involved.
  - c) Matters of current concern which have not been completed whether these are matters of continuing policy or not.
  - d) Notes on any regular engagements in which the incoming officer will be concerned. These may vary from regular Management or Committee meetings, to the need to meet deadlines for financial or budgetary or other returns.
  - e) List of any accountable documents, assets, or keys which have to be handed over and signed for, and where cash is involved, reference should be made to a check of cash and vouchers against the Cash Book and the result of the check.

## **REGULATION 21**

### **STAFF COMPLAINTS AND GRIEVANCES**

1. Any employee with a complaint may direct such a complaint to his Manager of Department either verbally or in writing.
2. Where an employee does not consider that his complaint has been properly handled, he may refer the matter to the Legal and Administration Officer in writing with a copy to the Managing Director for consideration and decision.
3. The Legal and Administration Officer after consultation with the Manager of Department concerned may either deal with the case or in the event of disagreement refer it to the Managing Director for consideration and decision.
4. If the employee of Office Category is still not satisfied with the decision, he/she may appeal to the Board with copy of the letter of appeal to the Managing Director.



## **REGULATION 22**

### **CONDUCT OF EMPLOYEES**

1. An employee of the UPHL shall be expected to conduct himself/herself both well in public and in private so as to promote the interest, good name and well being of the UPHL. Any conduct which is prejudicial to the UPHL interest whether within or outside the UPH shall be treated as misconduct and shall constitute grounds for investigation and disciplinary action in accordance with the Regulation dealing with Offences, Disciplinary Procedures and Actions. The Appointing Authority shall determine any conduct or behavior which is to be treated as misconduct and its decision shall be final.
2. All employees shall be required to perform their duties with diligence and loyalty; to obey all the reasonable orders of their superiors, but if for any reason, the order strikes them as being beyond limits of recognized propriety, before carrying out the order they may register their objection in writing. An employee in a position of authority shall be expected to use such authority on trust, influence and by example maintain a high standard of duty and conduct.
5. Discipline shall be strictly enforced and any indiscipline shall be dealt with Offences, Disciplinary Procedures and Actions.
6. There shall be a disciplinary committee at both Management and Board level. The respective committees shall agree on their rules of procedure.

#### **7. Use of Improper Language**

An employee may render himself liable for disciplinary action if he uses objectionable or insulting language or misbehaves towards another member of staff of the UPHL or a member of the public.

## **REGULATION 23**

### **OFFICIAL SECRETS**

1. The strictest secrecy shall be observed by all employees in regard to information acquired in the course of their duties. Employees shall not communicate or allow to be communicated to any person any information made available to them or which may come to them in their capacity as employees. To this end, all employees joining UPHL service shall be required to sign an oath of secrecy on a prescribed form.
2. A UPHL employee, unless by the express direction of the appropriate Head of Department in case of another UPHL employee, and or the Managing Director in

the case of a member of the public, shall not allow any person to have access to the books or other documents belonging to the UPHL, nor furnish extracts there from, nor give information of any kind relating to the business of the UPHL.

3. Any breach of this Regulation by an employee will render such an employee liable to disciplinary action as provided for under the Regulation dealing with Offenses, Disciplinary Procedures and Actions.

## **REGULATION 24**

### **REMUNERATION, GRATUITIES OR GIFTS**

1. Remuneration of a substitute; An employee shall not, on any pretext or in any way whatsoever, receive remuneration from another employee for doing the latter's normal work.
2. An employee shall not seek profit, financial or other gifts by making use either directly or indirectly of information acquired in the course of his duties.
3. An employee shall not receive in respect of service rendered in his official capacity any fee, gratuity or consideration whatsoever from any person.

## **REGULATION 25**

### **REPORTING UNFAITHFULNESS, FRAUD, ETC.**

1. It is the duty of an employee, knowing or suspecting unfaithfulness, fraud or error or any concealed practice against the interest of the UPHL on the part of any person whatsoever immediately to give information thereof to his/her immediate supervisor or relevant authority.

## **REGULATION 26**

### **REMOVAL, COPYING AND ERASURES OF RECORDS**

1. An employee shall not, without permission of the person immediately in charge, remove any books or other records from the office or section to which they belong.
2. An employee shall not make erasures in any of the books or papers of the UPHL and all other alterations made therein shall be initiated by the employee concerned.

3. No UPHL employee is authorized to make copies of UPHL documents except for official purposes and with proper authority. No copies of documents should be given to unauthorized persons.
4. A breach of this Regulation by an employee shall render such an employee liable to summary dismissal as provided for under the Regulation dealing with Offenses, Disciplinary Procedures and Actions.

## **REGULATION 27**

### **DISCLOSURE OF PERSONAL INTEREST**

1. If, in the course of duty, an employee is called upon to deal with any matter in which he has or may have personal interest, such interest shall immediately be disclosed to the Managing Director through his Head of Department or to/from the Board in case of the Managing Director.

## **REGULATION 28**

### **GUARANTEE, SURETIES, ETC. BY STAFF**

1. No employee shall stand surety or give any security for obligations of any other person or any transaction with UPHL by any such person without first obtaining the permission of the management.

## **REGULATION 29**

### **EVIDENCE IN COURT**

1. An employee shall not knowingly give an opinion on the affairs or policy of UPHL to any person desiring to use such opinion in evidence in Court of Law or elsewhere without first obtaining permission from the Managing Director or to/from the Board in case of the Managing Director.

## **REGULATON 30**

### **INTERDICTION**

1. Where any employee has been charged with a criminal offence and criminal proceedings are pending against him in a Court of Law or are about to be instituted against him, Management may, having regard to the nature of the offence and the UPHL interest, order the immediate interdiction of such employee and so inform the Board.

2. If an employee commits any of the offences under Regulation 36 and his Manager of Department considers that the UPHL interest requires that the employee should cease forthwith to exercise the powers and functions of his office, he shall immediately so inform the Management who shall consider whether to interdict or not.
3. An employee who is interdicted shall forthwith cease to perform the functions of his office and shall hand over all keys, files and any official material which may have come into his possession by virtue of his office to management.
4. Subject to the provisions of Regulation 31, where an employee has been interdicted from duty, half salary per month shall be paid to him during the period of interdiction.
5. Where an employee who has been interdicted from his duties is acquitted or discharged by a Court of Law, Management shall reinstate him.
6. Where an employee who has been interdicted is reinstated, he shall be paid in arrears the portion of his salary withheld during interdiction.
7. Nothing in this regulation shall stop management from ordering the dismissal of an employee who has been interdicted notwithstanding the fact that he has been acquitted by the Court, if the Management is of the view that the continued employment of such an officer would prejudice or compromise the UPHL.

## **REGULATION 31**

### **OFFENCES, DISCIPLINARY PROCEDURE AND ACTIONS**

1. Any employee who commits offences listed below shall be liable to disciplinary action as indicated for the offence.
2. The power to discipline an employee is vested in relevant Appointing Authority defined in the Regulation dealing with Appointment Authority.
3. In all disciplinary proceedings, the following procedure shall apply:
  - a) An employee or member of the public complaining about action or omission of a UPHL employee shall do so in writing, specifying:
    - (i) Action or omission which is the subject of the complaint
    - (ii) Circumstances and date of commission or omission
    - (iii) Where possible, rules being contravened
    - (iv) Any other matters that can assist in the understanding of the complaint and a fair assessment of the disciplinary action to be taken.

4. <b><u>OFFENCES</u></b>	<b><u>DISCIPLINARY ACTION</u></b>
a) Conviction in a Court of Law of a capital Offence.	Summary dismissal
b) Misconduct during probation period	Summary dismissal
c) Gross misconduct or negligence calculated to injure UPHL	Dismissal
d) Soliciting and or accepting for services rendered in an official capacity, gifts, commissions or consideration whatsoever from any person (i.e. Corruption)	Dismissal
e) Failure to promptly account for money or other property collected on behalf of UPHL or advanced by UPHL within three Months from the end of a Financial year	Dismissal
f) Fraud, forgery, dishonesty and/or Misappropriation of UPHL property or money	Dismissal
g) Insolvency or being declared bankrupt	Dismissal
h) Disclosure of UPHL secrets obtained in the course of duty without proper authority e.g.	Dismissal
i) Confidential matters discussed In official capacity	
ii) Matters on Personal Confidential files	
iii) Disclosing loanees project ideas, feasibility and appraisal studies to the public.	
i) Incompetence or inefficiency in performance of duties	1 <sup>st</sup> written warning by immediate supervisor  2 <sup>nd</sup> written warning by immediate supervisor

	3 <sup>rd</sup> and last written warning by immediate supervisor
	Termination of appointment with three month's notice or payment in lieu of notice shall apply
j) Causing damage, loss of money or breakage to UPHL property by default, omission or negligence	Surcharge to make good damage or recover the loss or property thereof as management may deem fit with regard to the circumstances. Failure of which leads to termination.
k) Removal, alteration or mutilation of UPHL property	Dismissal
l) Absenteeism without permission or reasonable cause for:	
i) 1 day	Verbal warning from the Head of Department
ii) 3 working days in any one month	Written warning from Head of Department, copy to PC file
iii) 3 written warnings in one year	Suspension without pay for 30 days
iv) Two suspensions in one year	Termination of service
m) Absenteeism without permission but with reasonable cause	Deduct days of absence from annual leave
n) Abscondment – absenteeism for more than 5 consecutive working days	Suspension without pay until receipt of acceptable explanation. Termination of service if no satisfactory explanation, or if no

	response after 30 days
o) Intoxication rendering an employee unfit for proper performance of duty	Termination of service
p) Refusing or neglecting to carry out instructions from a senior officer	Two written warnings in the cause of services termination on third warning
q) Action or omission that is prejudicial to the proper performance of UPHL duties whether within or outside	1 <sup>st</sup> instance, written warning. 2 <sup>nd</sup> instance suspension for 30 days on half pay. 3 <sup>rd</sup> instance service terminated.
r) Using one's position in UPHL for personal gain or advancement of own interest to the detriment of UPHL	One written warning in the course of service. termination of service in the 2 <sup>nd</sup> instance.
s) Using objectionable, abusive, insulting language or guilty or insulting behaviour to any person in the course of discharging duties	1 <sup>st</sup> instance, written warning. 2 <sup>nd</sup> instance suspension on half pay 3 <sup>rd</sup> instance, service terminated
t) Assaulting a member of staff or public either in or outside UPHL while on duty	1 <sup>st</sup> instance, written warning. 2 <sup>nd</sup> instance suspension for 30 days on half pay. 3 <sup>rd</sup> instance, service terminated.
u) Holding another full time employment within the public sector.	1 <sup>st</sup> instance, written warning, 2 <sup>nd</sup> instance suspension. 3 <sup>rd</sup> instance termination.
v) Improper and indecent attire	1 <sup>st</sup> instance, send home to change. 2 <sup>nd</sup> instance, written warning. 3 <sup>rd</sup> instance written warning. 4 <sup>th</sup> instance suspension for 15 days on half pay.

w) Failure by supervisor to enforce discipline under staff regulations

1<sup>st</sup>, 2<sup>nd</sup> instance, written warnings by head of Department.  
3<sup>rd</sup> instance, suspension for 30 days on half pay.  
4<sup>th</sup> instance, demotion

**(There shall always be 30 days in between each written warning)**

## **REGULATION 32**

### **TERMINATION OF SERVICE**

1. Termination of employment may take any of the following forms:

- |  |   |
|--|---|
| a) Death of an employee:   | Gratuity of 25% of gross pay for period of service where such had not been paid plus cost of transport of immediate family to ancestral home.   |
| b) Resignation, whether stated or implied;   | Gratuity of 25% of gross pay for period of service where such has not been paid.  |
| c) Transfer to other Public Service:   | Gratuity of 25% of gross pay for period of service where such has not been paid.  |
| d) Retirement on abolition of office:  | Gratuity of 25% of gross pay for period of service where such had not been paid plus cost of transport of immediate family to ancestral home equivalent to 50% of monthly salary.     |
| e) Compulsory retirement in the public interest  | Gratuity of 25% of gross pay for period of service where such had not been paid plus cost of transport of immediate family to ancestral home equivalent to 50% of monthly salary.     |
| f) On compulsory retirement where an employee is declared redundant in order to facilitate improvement in the UPHL service or to effect Economy. | Gratuity of 25% of gross pay for period of service where such had not been paid plus cost of transport of the immediate family to ancestral home equivalent to 50% of monthly salary. |



- |   |   |
|---|---|
| g) On being medically boarded out of the service  | Gratuity of 25% of gross pay for period of service where such had not been paid plus cost of transport of immediate family to ancestral home equivalent to 50% of monthly salary. |
| h) On expiry of a specific period of employment stated in the agreement of service  | As stated in contracts of service   |
| i) On giving notice of termination of Employment or on being given notices in accordance with the terms of the agreement or terms of the service of UPHL. |   |
| j) On termination of secondment in accordance with the terms of a secondment agreement.   | As stipulated in secondment agreement.  |

Signed this ..... day of ..... 2012 by:

Akaki A. Jovino -----  
**Chairman, Board of Directors**

Martin M. Kihembo -----  
**Managing Director**