



KAMPALA CLUB LIMITED

**HUMAN RESOURCE POLICIES AND PROCEDURES
MANUAL**

2023

FOREWORD

The Human Resources Policy and Procedures Manual was developed by the Executive Committee with the desire to improve the governance and uphold the stature of Kampala Club as a premier sports and social club.

To achieve the above vision, the Executive Committee has included the following key policies in this manual; Policies on management of Recruitment, Selection, Retention and Exit of staff, Staff Training and Development, Staff Remuneration and Motivation, Performance Management, Leave Management, Code of Conduct, HIV/AIDS Policy, Sexual Harassment, Attendance and Hours of work, and workplace safety for employees of Kampala Club Limited among others.

This Manual has been purposely to provide the infrastructure for the Human Resource function to facilitate change at Kampala Club and shape the club`s culture so that employees can deliver on both the short term and long term goals. It is expected that this manual underpins club`s commitment to a fair, safe and secure work environment that fosters employee commitment, motivation, innovation and productivity.

The Manual outlines the terms and conditions of service, and employees of the Club are expected to familiarize themselves with its contents. It serves as a reliable employee policy reference and as a guide for employees and management and, how they relate to members of the Club.

We value members of Kampala Club because they are an integral part of its financial base. We therefore expect all employees to behave in a manner that will create a conducive environment to improve and maintain our stakeholder value. The conduct, behaviour and the

integrity of all employees of the club is very paramount to the members of the club and the public.

We expect every employee and members of Kampala Club Limited to have a wonderful, enjoyable and rewarding experience.

Sincerely

A handwritten signature in black ink, appearing to read 'Eliot Ainomugisha', with a long horizontal stroke extending to the right.

Eliot Ainomugisha
CHAIRMAN

ACKNOWLEDGEMENT

For quite some time Kampala Club has been operating without an updated Human Resources Policy and procedures Manual. The Completion and enactment of this Manual will greatly facilitate the Executive Committee and management of Kampala Club in effectively handling the human resources function of the Club.

I would like to thank the Human Resources Sub-committee members namely: Mr. Patrick K. Mutabwire Chairperson; Mrs Evelyn Nkalubo Muwemba, Vice Chairperson; and the members of the Committee; Mr. Edward Kamugisha, Mr. Justus K. Nuwajuna and Mrs. Maryanne Kyeyagalire for diligently working on the production of this Manual.

I thank Mr. George Ogumbo Oguttu, the General Manager and Ms. Harriet Wanyenze the Accountant for facilitating the process of producing this Manual.

I specially thank Mr. Simon Mugabi who provided a projector for free to facilitate review of the manual by members of the Human Resources Sub-committee.

Finally, I would like to express my deep gratitude to the Executive Committee for their commitment and support to the process of producing this manual. I have no doubt that the Manual will contribute to transparency and accountability in management of human resources function at the Club and form a useful reference not only for employees but will also make the Club compliant with various labour laws and regulations.



Patrick K. Mutabwire
HON. SECRETARY

ACRONYMS AND ABBREVIATIONS

AIDS	Acquired Immune Deficiency Syndrome
EXCOM	Executive Committee
NGO	Non-Government Organization
HIV	Human Immunodeficiency Virus
ICT	Information, Communication Technology
NSSF	National Social Security Fund
PAYE	Pay As You Earn
RSR	Recruitment, Selection and Retention
STD	Sexually Transmitted Diseases
UGX	Uganda Shilling
GM	General Manager

DEFINITION OF WORDS

“Bad Faith” means a sexual harassment complaint brought with an ulterior motive prompted by ill will, hostility, and/or malice which is rooted in personal animosity or pecuniary interests.

“Club” means Kampala Club Limited.

“Complainant” means a person who lodges a complaint against the other.

“Conflict of Interest” means a situation where staff or member’s adverse interests override those of the Club.

“Confidentiality” means not divulging any information without consent of the Club.

“Contractors” means persons or entities which have been engaged by the Club to provide goods and services or execute works on a contractual basis.

“Employee” refers to a person who has been duly offered and accepted employment with the Club.

“Employer” means Kampala Club Ltd

“Interdictions refer to a temporary removal of an officer from performing normal duties.

“Manual” means Kampala Club Limited Human Resources Policy and Procedures Manual

“Member” means any person who is a registered member of the Club.

“Partners” means persons or entities that have entered a partnership of any nature with the Club including suppliers and service providers.

“Respondent” refers to a person against whom a complaint has been lodged.

“Staff” means all employees of the Club.

FOREWORD	I
ACKNOWLEDGEMENT	III
ACRONYMS AND ABBREVIATIONS	IV
DEFINITION OF WORDS	V
PART ONE	1
1.0 INTRODUCTION	1
1.1 CITATION, SCOPE AND APPLICATION.....	2
1.2 PURPOSE OF THE MANUAL.....	3
1.3 ACCESSIBILITY AND DISTRIBUTION OF THE MANUAL	3
1.4 INTERPRETATION OF THE MANUAL.....	4
1.5 THE MANUAL IN RELATION TO OTHER LAWS AND GUIDELINES	4
1.6 AMENDMENT OF THE MANUAL.....	5
1.7 CORE VALUES OF KAMPALA CLUB LTD.....	5
1.7.1 <i>Responsibility</i>	5
1.7.2 <i>Agility</i>	6
1.7.3 <i>Respect</i>	6
1.7.4 <i>Excellence</i>	6
1.7.5 <i>Teamwork</i>	6
1.7.6 <i>Transparency and Accountability</i>	6
PART TWO	7
2.0 CODE OF CONDUCT	7
2.1 CONFLICT OF INTEREST	7
2.1.1 FINANCIAL INTERESTS	7
2.1.2 PERSONAL INTERESTS.....	8
2.2 DECLARATION OF INTEREST	8
2.3 BRIBES AND PRESENTS	9
2.4 DIVULGING OFFICIAL INFORMATION	10
2.5 REMOVAL OF RECORDS.....	10
2.6 DRESS CODE.....	11
2.7 WORKING HOURS, ATTENDANCE AND ABSENCE.....	12
2.8 ABSCONDMENT.....	13
2.9 EVIDENCE IN COURT	14
2.10 CRIMINAL CONVICTION.....	14
2.11 REPORTING UNFAITHFULNESS, FRAUD AND OTHER MISDEEDS.....	14
2.12 FINANCIAL LOSS.....	14
2.13 LENDING TO/BORROWING FROM CUSTOMERS/SUPPLIERS	14

2.14	MISCONDUCT	14
2.15	CATEGORIES OF OFFENCES.....	15
2.16	PENALTIES.....	17
2.17	APPEALS	18
2.18	GRIEVANCE HANDLING	18
2.18.1	PROCEDURE FOR GRIEVANCE HANDLING.....	19
2.18.2	HANDLING GRIEVANCE OUTCOMES	21
PART THREE.....		22
3.0 TERMS AND CONDITIONS OF SERVICE		22
3.1	RECRUITMENT, SELECTION AND RETENTION	22
3.2	STAFF RECRUITMENT POLICY.....	22
3.3	EQUAL OPPORTUNITY	23
3.4	CATEGORIES OF EMPLOYMENT	24
3.4.1	CONTRACT APPOINTMENT	24
3.4.2	TEMPORARY APPOINTMENT	25
3.4.3	PROCEDURE FOR TEMPORARY APPOINTMENT	25
3.5	RECRUITMENT AND SELECTION.....	26
3.6	INTERVIEW PANEL AND ASSESSMENT.....	26
3.7	RECRUITMENT PROCESS/PROCEDURE.....	27
3.8	SELECTION.....	28
3.8.1	ADVERTISEMENTS.....	28
3.8.2	HEADHUNTING	29
3.8.3	CANVASSING AND LOBBYING.....	30
3.8.4	PROCEDURE FOR APPOINTMENT AND ACCEPTANCE.....	30
3.8.5	PROBATION AND CONFIRMATION.....	30
3.8.6	ORIENTATION AND DEPLOYMENT.....	31
3.8.7	CONFIRMATION OF APPOINTMENT	31
3.8.8	VETTING OF PROSPECTIVE EMPLOYEES.....	32
PART FOUR		33
4.0 EMPLOYEE REMUNERATION		33
4.1	SALARY PAYMENTS AND DEDUCTIONS.....	33
4.2	LOANS AND ADVANCES	33
4.3	ACTING ALLOWANCE.....	34
4.4	OTHER PAYMENTS.....	35
PART FIVE		36
5.0 TRAINING AND DEVELOPMENT.....		36

5.1	TRAINING POLICY	36
5.2	TRAINING NEEDS ASSESSMENT	37
5.3	INDUSTRIAL TRAINING/INTERNSHIP AND RESEARCH.....	37
PART SIX		38
6.0 EMPLOYEE PERFORMANCE AND REWARD MANAGEMENT		38
6.1	EMPLOYEE PERFORMANCE APPRAISAL POLICY.....	38
6.2	EMPLOYEE PERFORMANCE AND REWARD MANAGEMENT CYCLE.....	39
6.3	EMPLOYEE PERFORMANCE RATING	41
6.4	PERFORMANCE REWARDS	41
6.5	ANNUAL BONUS.....	41
6.6	EMPLOYEE PROMOTION.....	42
6.7	SALARY INCREMENTS	43
PART SEVEN		44
7.0 LEAVE POLICY		44
7.1	PROCEDURE FOR PROCESSING ANNUAL LEAVE	46
7.2	SICK LEAVE	46
7.3	COMPASSIONATE LEAVE	47
7.4	MATERNITY LEAVE.....	47
7.5	PATERNITY LEAVE	48
7.6	LEAVE ENTITLEMENT DURING SUSPENSION	48
7.7	LEAVE WITHOUT PAY	48
7.8	APPROVAL OF LEAVE	48
PART EIGHT		49
8.0 INSURANCE.....		49
8.1	WORKERS' COMPENSATION	49
8.2	INSURANCE FOR KCL BUILDINGS.....	49
PART NINE.....		50
9.0 DISCIPLINE		50
9.1	DISCIPLINARY PROCEDURES	50
9.2	DISCIPLINARY HANDLING COMMITTEE.....	51
9.2.1	THE HUMAN RESOURCES SUB-COMMITTEE	51
9.2.2	EXCOM	52
9.3	DISCIPLINARY ACTIONS/PENALTIES.....	52
9.4	INTERDICTION	54
9.5	DISCIPLINARY ACTION WHILE PENDING CRIMINAL PROCEEDINGS	55

9.6	SUSPENSION	55
9.7	SUMMARY DISMISSAL.....	56
9.8	APPEALS	56
9.9	REINSTATEMENT.....	56
PART TEN		57
10.0	EXIT/SEPARATION.....	57
10.1	RESIGNATION.....	57
10.2	TERMINATION.....	57
10.3	REDUNDANCY AND RESTRUCTURING.....	58
10.4	CRITERIA TO BE CONSIDERED IN REDUNDANCY	58
10.5	NORMAL RETIREMENT.....	59
10.6	FORCED TERMINATION	59
10.7	DEATH.....	60
10.8	DISMISSAL	60
10.9	SEPARATION/EXIT PROCEDURE.....	60
10.10	EXIT INTERVIEW	61
PART ELEVEN.....		61
11.0	HIV/AIDS AT THE WORKPLACE	61
PART TWELVE		61
12.0	SEXUAL HARASSEMENT	62
ANNEX 1: HIV/AIDS POLICY.....		62
ANNEX 2; POLICY AND REGULATIONS AGAINST		70
SEXUAL HARASSMENT		70
ANNEX 3 DECLARATION OF ACCEPTANCE		89

PART ONE

1.0 Introduction

- i) This manual is a handbook developed to provide resource for common questions and concerns in the management of the human resource at Kampala Club Limited herein referred to as the “Club”.
- ii) While agreed policies and procedures should generally be followed, there must be scope for flexibility. All policies shall be reviewed regularly, and procedures shall be adapted in the light of experience. The policies stated herein are subject to change at any time at the discretion of the Club. The employees shall, therefore, be provided with updated information regarding any change in policy as may be necessary from time to time.
- iii) The Club recognizes the importance of having a disciplined workforce that operates within the framework of its core values and culture. The Club shall, therefore, ensure fair treatment to all its employees.
- iv) The Manual shall be the reference document on the required conduct of every employee in performing their duties.
- v) All employees are expected to read and understand the regulations. Ignorance of the content of the Manual shall not be accepted as excuse for non-compliance.
- vi) All employees are required to perform their duties with due diligence and loyalty, and to implicitly obey the instructions of

their supervisors and to treat their colleagues and the general public with civility, courtesy and respect.

- vii) Discipline throughout the Club will be strictly enforced, and misconduct will not be tolerated.

1.1 Citation, Scope and Application

- a) This Manual shall be cited as the Kampala club Human Resources Policy and procedures Manual herein referred to as the “Manual”.
- b) It shall be the official document and all provisions made therein bind all employees and form part of the employment contract at entry, stay and exit at Kampala Club Limited.
- c) All employees shall agree to abide by the provisions of the Manual and to always carry out her/his responsibilities with due diligence to the best of their ability.

1.2 Purpose of the manual

- a) The general objective of this Manual is to present in writing, the rules governing the sourcing, development and retention of talent, relationship between employees and Kampala Club Ltd and separation procedures of employees from the club.
- b) It shall be followed in matters relating to administration and management of human resource at Kampala Club Ltd.
- c) To create and promote a good reputation for proper treatment of employees and ensure continued effort in attracting, rewarding, motivating, retaining, and satisfying high quality employees.
- d) To provide guidance on mutual employment relationship and expectations between Kampala Club Ltd and its employees.
- e) To provide and define the rights, obligations, roles, and responsibilities of Kampala Club Ltd as the “employer” and its employees.
- f) To ensure systematic approach to the management/administration of human resource policies, systems, procedures, and practices with the aim of achieving harmonious relationships between Kampala Club Ltd and its employees.

1.3 Accessibility and distribution of the Manual

All employees of Kampala Club Ltd shall have access to this Manual.

All the employees of Kampala Club Ltd shall commit themselves to understanding of the provisions of this Manual by signing the

Attestation Form one week after commencement of duty or on accessing this manual in case of the already existing employees by the time this manual comes into effect.

Distribution of this Manual to persons outside the Club shall be at the discretion and approval of the Honourable Secretary of the club.

The Department responsible for Human Resources and Administration shall ensure the distribution and easy access of copies of this Manual to all employees of the Club.

Every employee shall have the responsibility of reading and regularly updating themselves with the provisions of this Manual.

1.4 Interpretation of the Manual

The interpretation and operationalization of this Manual shall be guided by principles of transparency, consistency, accountability, fairness, equity and professionalism in all HR decisions and actions.

The power to interpret any article under this Manual shall be vested with the Honourable Secretary. Policies and regulations shall be subject to amendment by the Executive Committee as deemed necessary.

1.5 The Manual in relation to other Laws and Guidelines

This Manual shall be used along with the relevant laws of Uganda and guidelines as laid down in the following:

- a) The Constitution of the Republic of Uganda, 1995
- b) The Employment Act, 2006 and its subsequent regulations
- c) The Occupational Safety and Health Act, 2006
- d) Employment (Sexual harassment) Regulations 2012

- e) The National Social Security Fund Act, 1985 as amended 2022
- f) The Kampala Club Financial and Administration Guidelines
- g) Worker’s Compensation Act Cap225
- h) Labour Unions Act,2006
- i) The Local Government Act, Cap 243,1997
- j) Other applicable laws
- k) Other Club documents and guidelines that will be issued from time to time as the club deems necessary.

1.6 Amendment of the Manual

- a) The Executive Committee of Kampala Club Limited may amend the provisions in the Manual from time to time as may be necessary for the proper management of the Club and the welfare of members.
- b) The Honorary Secretary shall display any amendment of the Manual on all notice boards of the Club.

1.7 Core values of Kampala Club Ltd

The core values of the Club are:

1.7.1 Responsibility

The Club expects all staff to act responsibly in performance of all their duties. This must be reflected by the actions of all staff with suppliers and service providers whose individual duties shall be geared towards reinforcing and making it a reality.

1.7.2 Agility

We shall embrace the notions of pro-activeness, responsiveness, flexibility and quickness in all the Club operation activities like service provision to members, ordering, dispatch, invoicing, report writing and communication amongst others.

1.7.3 Respect

The Club believes all actors and people are admirable and worthy. In this light, all Club members, staff and stake holders shall be treated with dignity, humanity, courtesy, tolerance and kindness.

1.7.4 Excellence

At Kampala Club, we are committed to providing quality service to all members of the club. We do not settle for the ordinary but rather we aim at achieving the extraordinary. We shall always be equipped with a good attitude that will enable us to achieve the habit of excellence. This virtue sets us apart from other Sports and Health Clubs.

1.7.5 Teamwork

We work as a team and believe that with joined hands, all our members will receive reliable sports and health services.

1.7.6 Transparency and Accountability

We communicate honestly and share information with appropriate disclosure. We are answerable to our customers and stakeholders. Our accountability begins with each individual member and/or employee accepting responsibility for their actions.

PART TWO

2.0 CODE OF CONDUCT

2.1 Conflict of Interest

- a) All employees of KCL shall declare all conflicts of interest.
- b) Conflict of interest shall arise where a KCL employee directly or indirectly possesses an interest which compromises or might reasonably be thought to conflict with his/her duty.
- c) KCL employees shall avoid being in positions in which their personal interests conflict with their official duties.
- d) An employee shall not engage in acts that directly or indirectly influence KCL decisions in favour of their close relative.
- e) Conflict of interest shall include but not be limited to:

2.1.1 Financial Interests

- a) KCL employee or his/her close relative with controlling interests in a company being considered for provision of services or supplies.
- b) KCL employee evaluating tenders submitted by service providers in which he/she or a close relative has an interest or shares in the bidding company.

2.1.2 Personal Interests

- a) Close relatives shall not be deployed in the same section.
- b) An employee shall not participate in an interview process where the candidate is a close relative.
- c) An employee shall not participate in a project or evaluation committee or disciplinary committee or Audit assignment, where one of the members/subjects is a close relative.

2.2 Declaration of Interest

- a) All employees shall be required to immediately declare in writing, any conflict of interest that may affect their official duties.
- b) All employees shall, with immediate effect, declare any close relatives working at KCL to the Hon. Secretary/General Manager.
- c) If an employee has directly or indirectly, through his/her family or other parties, pecuniary or other interests in any Company, firm or trading undertaking (other than as an ordinary shareholder in a public company) with which the Club enters or is about to enter into contract of any sort, such employee shall without undue delay declare the same to the General Manager.
- d) Every employee shall declare and describe the nature of interest or business that is, or may in future, be involved with the Club, for example, a firm that supplies goods and/or services to the Club. If the employee is in doubt as to whether the business may constitute a conflict of interest, then the employee must declare that business. Businesses run by

spouses, partners, children, and relatives are also categorized as businesses that may bring about conflict of interest and must also be declared.

- e) An employee must further declare:
 - i) That during the scheduled working hours, he/she shall wholly dedicate his/her time to carrying out the business of the Club and that the businesses/interests declared above shall not interfere with his/her work as an employee of the Club.
 - ii) That at all times while he/she is an employee of the Club, he/she shall diligently carry out his/her duties in good faith and in the best interest of the Club.
 - iii) That he/she shall work with honesty and integrity and shall not use his/her position in the Club or insider information for unfair personal gain.
 - iv) Failure to fully declare any interest that may be a source of conflict of interest or breaching any of the above conditions shall amount to a serious disciplinary offence, which shall lead to summary dismissal.

2.3 Bribes and Presents

- a) Employees and/or their families shall not receive valuable presents (other than gifts of personal friends) whether in the form of money, goods, free passages, or other personal benefits in respect of services rendered.
- b) Acceptance of such items shall be subjected to disciplinary action.

2.4 Divulging Official Information

- a) Any information of the Club shall be regarded as confidential.
- b) An employee shall not, except in the proper course of his/her duty, make any communication to the press, anonymously or otherwise, on any matter connected with the affairs of the Club.
- c) An employee shall not under any circumstances divulge or disclose to any person/s whatsoever, any secrets concerning the affairs of the Club while in the service of the Club without prior approval. Such confidential information shall include, but is not limited to, the following:
 - i) Computer codes
 - ii) Business plans
 - iii) Marketing strategies
 - iv) Pending projects and proposals
 - v) Employee personal information
 - vi) Club member's information.

2.5 Removal of Records

- a) An employee shall not remove any record, book or file from the office or sections in the club without the express permission of their supervisor.
- b) An employee shall not erase, alter or make illegal entries in any of the books, receipts, vouchers, computer files or any other documents of the Club. Any alternation in a document shall have prior authorization and be signed by the employee making the alteration and the officer who has authorized it.

Political Activity

- a) An employee shall not engage in political activities during official working hours.
- b) Membership to political parties or organisations which concern themselves with political matters and which are active is allowed but the wearing of clothing, badges or emblems demonstrating loyalty or support of political bodies shall be regarded as engaging in political activities and shall not be permitted while on duty.

2.6 Dress Code

- a) All employees shall be expected to maintain high standards of personal cleanliness and always present a neat and smart-professional appearance and enhances the public and corporate image of the Club.
- b) Male employees shall not don/wear shorts, sneakers, unkempt hair, dreadlocks, cornrows and earrings.
- c) Female employees shall wear clean and neat suits, blouses, skirts and dresses of cuts and length commensurate with acceptable standards of decency.
- d) The Club shall provide uniforms and protective wear to staff who work in environments that require them for use during working hours as appropriate.
- e) The Club shall also avail name tags to some categories of staff that directly interact with the members and its visitors as a way of enhancing its image. These may include receptionists, waitresses, waiters, security personnel and any other as may be reviewed from time to time.

- f) The Club shall provide T-shirts or such other attire to its employees as casual wear to promote the Club spirit amongst the staff at all levels, for the promotion of public Club image.
- g) Section Heads shall be expected to play an exemplary role in the dress code by exhibiting neatness and smartness, and ensuring compliance by staff in operations who wear uniforms.
- h) All other employees shall use discretion in wearing attire that is appropriate for the office and customer interaction, presenting an executive impression, as the occasion may demand.
- i) An employee who is not appropriately dressed shall be liable to disciplinary action in accordance with the offences and penalties for breach of dress code.

2.7 Working Hours, Attendance and Absence

- i) The Club shall open seven days a week, from Monday to Sunday.
- ii) Employees shall adhere to the Club's working hours from 8:00 a.m. to 5:00 p.m. and 4:00 p.m. to 12:00 a.m., 8 hours a day. Extra hours worked shall be compensated according to their respective employment contracts.
- iii) Any employee may be called upon to assist in the work of the Club at any other time.

- iv) Employees shall not engage in trade or any commercial or business activity that may interfere with the performance of their official duties during work hours.
- v) Where an employee is required to work on shift basis, the employee shall not be compelled to work for more than fifty-six (56) hours per week, over a period of three weeks.
- vi) An employee shall not, except on account of sickness or other unavoidable cause, be absent from the Club without the permission of the appropriate immediate Supervisor or else, shall face disciplinary action.
- vii) The immediate Supervisor shall be notified, in the event of an employee being prevented by sickness, or other unavoidable cause, from attending work. Such notification shall be given as soon as reasonably possible on the first day of absence. In all cases, the cause of absence shall be stated, and in case of sickness, medical evidence adduced.
- viii) The Club shall observe all public holidays as designated and as may be pronounced by Government from time to time.
- ix) Due to the nature of the Club's business, staff may be required to work on such days and shall be eligible to an allowance as shall be determined by the Hon. Secretary.

2.8 Abscondment

An employee who does not report on duty consecutively for seven (7) working days shall be deemed to have absconded from duty and will be liable to dismissal.

2.9 Evidence in Court

An employee shall not knowingly give an opinion on the affairs or policy of the Club to any person desiring to use such opinion as evidence in a court of law or elsewhere without first obtaining express permission from the Hon. Secretary.

2.10 Criminal Conviction

An employee convicted of a criminal offence by a court of Law, other than a traffic offence, shall report the matter to the Hon. Secretary within one month from the date of charging or conviction for information purposes and appropriate action.

2.11 Reporting unfaithfulness, Fraud and other misdeeds

An employee shall immediately make a report to a responsible officer or Hon. Secretary of knowing or suspecting any unfaithfulness, fraud, error or any concealed practice against the interests and smooth operations of the Club.

2.12 Financial Loss

An employee shall not by commission or omission, directly or indirectly cause financial loss to the Club.

2.13 Lending to/Borrowing from Customers/Suppliers

An employee shall not engage in any borrowing or lending to Club's customers or clients, any funds, or other items.

2.14 Misconduct

An employee shall be guilty of misconduct if he/she:

- i) Indulgences in the consumption of any stimulant, alcoholic drink or intoxicating drugs such as heroin, cocaine, marijuana, cannabis sativa, etc.
- ii) Utters, writes, or publishes threats of any kind or obstructs, or otherwise acts or conducts himself/herself in a manner offensive to or against any fellow employee or employer.
- iii) Persistently disregards health and safety precautions including failure to wear protective gear while at the designated workplace.
- iv) Disrupts other employees through undue behaviour or damage to work tools, machinery or equipment.
- v) Gambles on Club premises.
- vi) Uses abusive or insulting language or behaves in an insulting manner to his/her employer, or to a person placed in authority over him/her.
- vii) Sexually harasses a fellow employee or member.
- viii) Practices discrimination against fellow employees on grounds of sex, religion, tribe, illness or other reasons.

2.15 Categories of Offences

a) Minor Offences

The following offences shall be treated as minor for which verbal and written warnings may be given and termination enforced only when all the warning opportunities have been exhausted:

- i) Absence from the designated workplace
- ii) Reporting to work late
- iii) Failure to wear protective wear, uniform, nametags or identity cards
- iv) Minor damage to property

- v) Prejudicial conduct.
 - vi) Rumourmongering
- b) Grave Offences/Major Offences

The following offences shall constitute major or grave offences resulting into gross misconduct leading to dismissal or termination:

- i) Offences against morality, which include but not limited to sexual harassment (as provided for in section 7 of the Employment Act 2006), sexist conduct either within or outside the Club resulting in disrepute of the Club.
- ii) Using one's official position to demand for sexual favours from staff, customers or members of the Club.
- iii) Incitement or exerting undue influence or attempting to do the same which includes but not limited to leading, inducing or persuading or joining other staff in misconduct against discipline in the Club.
- iv) Wilfully making false, misleading, or inaccurate representation causing financial loss to the club.
- v) Collecting money from members on behalf of the club, other than in the course of official duties, without permission.
- vi) Fraudulently or with an intention to defraud the members of the club through furnishing false or inaccurate information for purposes of obtaining a benefit.
- vii) Making or signing any official document or book, statement or entry which one knows or has reasonable grounds to believe to be false.
- viii) False representation, for instance, by using, adopting, assuming, and allowing being associated with any qualification which one has never officially or formally acquired.

- ix) Presenting a different identity other than the official one.
- x) Misappropriation of the organization's funds through issuing false receipts or expenditure statements, or other means like forgery, embezzlement and/ or failure to account for monies or property, received in her/his official capacity.

- xi) Soliciting or receiving directly or indirectly any bribe or improperly using one's official position for one's personal gain. For avoidance of doubt, personal gain means and includes gain to staff or members of one's family.

- xii) Theft of money, property or deliberate acts that cause loss and disrepute to the Club.

- xiii) Acting in breach of professional ethics of the respective disciplines.

2.16 Penalties

Disciplinary action may involve the imposition of any of the following penalties depending on the gravity of the matter:

- a) Counselling
 - i) Referral to rehabilitation centres in case of substance and drug abuse.
 - ii) Recovery of the cost or any part of the cost of any loss, damage or breakage caused by default or negligence.

- b) Verbal warning/reprimand. The date, time and nature of the verbal warning shall be recorded. The employee shall be requested to sign all copies of the verbal warning statement

after the contents have been explained to him/her. If the employee refuses to sign this warning, the person imposing the penalty shall indicate this thereon and shall, if applicable, mention the employee's reasons for refusing to sign.

- c) Written warning.
- d) Non-payment of salary increment and annual performance bonus or denial of a promotion.
- e) Demotion.
- f) Suspension.
- g) Termination of contract.
- h) Summary termination.
- i) Referral for prosecution.
- j) Restitution.
- k) Any other punishment as EXCOM may deem fit.

2.17 Appeals

An employee may appeal the penalty given to the AGM. The AGM may confirm or vary the penalty and its decision shall be final.

2.18 Grievance Handling

- a) Grievance shall mean a serious difference of opinion, complaint or a dispute regarding the interpretation or application of established policies and/or procedures

governing terms of employment and working conditions. A grievance may be about an act, omission, situation, or decision affecting an employee, which the employee deems unfair or discriminatory.

- b) Cases where a grievance may arise may include but shall not be limited to:
 - i) Unfavourable work or conditions of employment e.g. unjustified deployment, unfair deployment of resources, and favouritism in recruitments or promotions.
 - ii) Harassment and bullying, including but not limited to unwanted and unjustified verbal or physical advances or derogatory remarks made by an employee to another in the workplace or within an environment connected to the work of the employee.
 - iii) Unfair or perceived unfair treatment by an employee's supervisor.
 - iv) An act or omission by Management which negatively affects individual employees.
 - v) Discrimination on the basis of gender, religion, ethnicity, disability or other unjustified grounds in the workplace.
- c) This policy shall not cover disagreements arising out of employee performance appraisal.

2.18.1 Procedure for Grievance Handling

- a) Any dispute or difference over, or dissatisfaction with the interpretation or application of this Manual or any allegations that an employee has been subjected to unfair treatment, shall

be considered a grievance, and shall be processed through the following procedures:

- i) An employee with a grievance shall report to his/her immediate supervisor with copies to the officer responsible and copy to the General Manager, Hon Secretary, and the EXCOM stating in full, the reasons for the grievance and any evidence in support of the case.
 - ii) Where the supervisor can handle the grievance, he/she shall discuss the grievance with the employee and if they come to a common stand, the supervisor shall in writing appropriately communicate to the employee, giving a copy to the office responsible as per hierarchy.
 - iii) Where the supervisor is unable to decide, he/she shall refer the grievance to the General Manager and inform the employee accordingly within fourteen (14) days. If the two parties involved are not contented, the issue will then be forwarded to the Honorary Secretary of the Club within four (4) working days.
 - iv) The General Manager shall investigate the grievance and advise the employee concerned of his/her decision or of action being taken within seven (7) working days of the receipt of the grievance.
 - v) An employee or group of employees aggrieved and all other staff, shall carry out work normally and shall not resort to any other action while grievance is in the process of redress, except in cases of dismissal.
- b) All the above process of grievance procedure shall be in writing and routed through the appropriate channel. Copies shall be sent to the employee's personal file.

- c) Any employee shall have the final right to appeal to the Human Resource Sub-Committee.
- d) The Human Resource Sub-Committee shall investigate the matter and submit a report to the EXCOM whose decision on such a matter shall be final.
- e) If the employee is not satisfied with the way the matter has been handled or the decision made, he/she shall have the option to appeal to the courts of law.

2.18.2 Handling Grievance Outcomes

All grievance outcomes that may require:

- a) disciplinary action shall be forwarded to the EXCOM.
- b) An employee to undergo counselling shall be forwarded to the Hon. Secretary.
- c) operational or procedural changes shall be referred to the General Manager for appropriate action.
- d) policy review or formulation of new policy shall be forwarded to the AGM for appropriate action.

PART THREE

3.0 TERMS AND CONDITIONS OF SERVICE

This part of the Manual provides for human resources management at Kampala Club Limited and describes categories of staff and other staff entry and retention related matters.

3.1 Recruitment, Selection and Retention

This shall guide Kampala Club management in carrying out Recruitment, Selection and Retention in accordance with the Employment Act, Cap 6 of 2006, in a manner that:

- a) Guides recruitment of the right persons in terms of number and qualification at the right time and placing them in the right places.
- b) Enhances productivity, motivation and retention of employees.
- c) Promotes equity regardless of gender, race and color among others.
- d) Promotes orderliness, transparency, democracy and mutual support.
- e) Enables employees to securely maintain their jobs and also
- f) facilitate employee separation in accordance with the Labour laws.

3.2 Staff Recruitment Policy

- a) This recruitment policy shall conform to all the labour laws governing employment and shall be guided by the principles

of natural justice, equality, equity, confidentiality and transparency.

- b) The Executive Committee shall approve the level of positions into which recruitment shall be made. Recruitment shall only be initiated to fill the approved positions in the organization structure.
- c) Recruitment and appointment of employees at the Club will only be made to fill vacancies within the organizational structure and the combination of duties and responsibilities between the different posts.
- d) The Hon. Secretary through the Human Resource Sub-Committee may make proposals to the Executive Committee to amend the organization structure when there is justification for new positions or re-organization of existing structure.
- e) All persons seeking employment with the Club shall be considered based on a written application.
- f) The recruitment and selection process shall be competitive and transparent to keep abreast with the best corporate governance and modern management practices.

3.3 Equal Opportunity

- a) The Club shall maintain the policy of providing equal opportunity for all qualified persons and promoting non-discrimination against any employee or applicant for employment because of tribe, religion, disability, sex, or any other protected status.

- b) The equal opportunity policy shall apply to recruitment and placement, promotion, training, transfer and all other terms and conditions of employment and to implementation of staff regulations and disciplinary procedures.
- c) Employment and promotion decisions will be based on merit and the requirements to be imposed in filling a position will be those that validly relate to the job performance required.

3.4 Categories of Employment

All employees of the Club shall be appointed within one of the following categories:

3.4.1 Contract Appointment

- a) These are staff employed on a contract basis at the discretion of the Executive Committee and shall serve a probationary period of a minimum of three (3) months and maximum of 6 (six) months.
- b) These staff will be appraised by their immediate supervisors for possible confirmation to contractual employment and/or termination of service at the end of the probationary period.
- c) KCL shall employ staff on contract terms for specified periods and on successful completion of the contract, the employee shall be paid service gratuity, subject to taxation.

- d) Contract employees at the rank of General Manager shall receive a service gratuity of 22% of their total earnings at the expiry of their contract period.
- e) All other contract employees shall receive a service gratuity of 20% of their total earnings at the expiry of their contract period.

3.4.2 Temporary Appointment

These are staff who might be appointed on temporary terms for a period of not more than 3 months and shall be subject to the following conditions:

- a) Temporary appointment shall only be for positions in the lowest salary scale as shall be indicated in the letter of appointment.
- b) The temporary appointment may be terminable by a fourteen (14) days' notice in writing by either party.
- c) A temporary appointment shall not exceed six (6) consecutive months. If it is so required to extend the temporary appointment, the appointee shall be considered for appointment on contract/permanent terms in line with the labour laws.

3.4.3 Procedure for Temporary Appointment

- a) The General Manager shall make a written justification to the Hon. Secretary describing the estimated duration of the assignment.

- b) The Hon. Secretary shall approve a temporary appointment of staff and in accordance with the terms and conditions in this Manual.
- c) Unless specifically approved by the Executive Committee, temporary appointees shall not be entitled to regular benefits but will be paid a wage falling within the scales related to their nature of work, or a fixed sum of money as shall be specified in the letter of appointment.

3.5 Recruitment and Selection

Kampala Club Limited is committed to recruiting, developing and retaining competent employees in order to realize its Mission and Objectives. Recruitment of contractual employees shall be carried out only for approved positions. The recruitment method shall be competitive and transparent. Vacant positions shall be open to applicants both from within and outside the organization.

3.6 Interview Panel and Assessment

The interviewing panels to carry out oral interviews, assessments and selection shall be constituted as follows:

- a) The Honorary Secretary shall constitute an interview panel comprising of members of the Human Resources Subcommittee with requisite competences.
- b) For the position of General Manager, EXCOM will determine the composition of panel members.

- c) For all other positions, the Chairperson, Secretary, and General Manager will constitute the interviewing panel but inclusive of the supervisor and a representative from the Human Resources and Administration to offer HR expertise.
- d) Where an external entity is contracted to conduct recruitment on behalf of the ExCom, the Hon. Secretary shall ensure the Club member is represented during the final interview process before any selection is made.
- e) The interview panel shall comprise of a minimum of three (3) persons but shall not exceed nine (9) members.

3.7 Recruitment Process/Procedure

The Executive Committee shall be responsible for filling of the approved staff structure. Recruitment and appointment of employees in the club will only be made to fill a vacancy within the overall and approved organization structure as follows:

- i) All persons seeking employment with the Club shall be considered on the basis of an application letter.
- ii) All employees of the Club shall be engaged on such terms and conditions as shall be laid down in the employee contracts.
- iii) All club staff may apply in open competition for an externally advertised vacancy in the same or different department and shall be subjected to the same selection criteria with external candidates.

- iv) A notice for vacant position of the General Manager shall be prepared by the Honorary Secretary in consultation with the Human Resource and Administration sub-committee.
- v) A notice for a vacant position shall be prepared by the Hon. Secretary in consultation with the General Manager and the respective heads of department in line with the job description.
- vi) The Human Resource sub-committee, in consultation with the respective heads of department shall jointly prepare a shortlist of eligible candidates from the applicants.
- vii) Lists of short-listed candidates shall be displayed at the staff notice board for viewing. Only short-listed candidates who meet the set criteria will be contacted to appear for interviews on a specified date(s) using postal addresses, telephone numbers, e-mails or referees as given in their applications.

3.8 Selection

Selection is the process of choosing a qualified person for a specific role which he or she can successfully deliver on.

3.8.1 Advertisements

- a) All vacant posts in the Club shall be advertised either internally or externally.
- b) Human Resource Sub-committee, in liaison with the respective Sections shall justify to the Hon. Secretary, the reason for filling an existing gap after discussion with EXCOM. The advertisement shall provide the following information but not limited to:

- Title of the job or position being advertised.
 - Brief Job description and reporting structure.
 - The department in which the vacancy exists.
 - Minimum qualifications for the post (person specification).
 - Relevant minimum experience needed.
 - Age requirements.
 - Reference requirements.
 - Method of delivery of applications.
 - Telephone Number and E-mail Address.
 - Copy of the National ID.
 - Conditions of service like contract period; and
 - Only shortlisted candidates shall be contacted.
 - Closing date for the advertisement.
- c) Job advertisements shall either be internal (at least 7 days-notice) or external (At least 14 day-notice) using the press, electronic media, internal email, notice boards, website and/or headhunting from relevant sectors of similar job market.
- d) After the closing date for the advertisement, the Hon Secretary shall prepare shortlists based on the minimum specifications as set out in the job advert and/or Job description and publish the same on all KCL Notice Boards and Website.

3.8.2 Headhunting

Headhunting will only be done after efforts to identify talent or skills from the ordinary internal and external recruitment

process has been exhausted or nobody has responded to the job advertisement.

3.8.3 Canvassing and Lobbying

Canvassing or lobbying by an applicant directly or indirectly in connection with any appointment shall disqualify such applicant.

3.8.4 Procedure for Appointment and Acceptance

- a) An offer of appointment at KCL shall be in writing stating the position and outlining the terms and conditions of service.
- b) The appointee shall be required to confirm acceptance of the offer in writing within 14-calendar days.
- c) The appointee shall furnish KCL with a recent passport size photograph, fill an employee bio-data form and receive a copy of HR Manual from the Hon. Secretary.
- d) The effective date of appointment shall be the first day of reporting on duty.

3.8.5 Probation and Confirmation

- a) Employees other than contract staff shall undergo a probationary period not exceeding six (6) months in the first instance, which may, with the agreement of the staff, be extended for a further period of not more than six (6) months. After either of these periods, the employee shall be confirmed in writing by the Hon. Secretary, subject to a satisfactory performance report by the immediate supervisor.

- b) Employees appointed on contract terms shall serve a probationary period of a maximum of 6 (six) months from the date of appointment and shall upon successful completion of the probationary period, be confirmed in the Club service as at the reporting date.
- c) The probationary contract may be terminated by either party giving the other not less than fourteen (14) days' notice of termination, or payment by either party of seven days' wages in lieu of notice.

3.8.6 Orientation and Deployment

- a) The Hon. Secretary shall orient the General Manager on the roles, Club's mission, objectives, goals, policies, and structure as well as work practices on the reporting date.
- b) The General Manager shall orient the rest of the staff as shall be necessary on their roles, Club's mission, objectives, goals, policies, and structure as well as work practices on the reporting date.
- c) The General Manager shall in consultation with the Hon. Secretary, plan and schedule in-house refresher programs in liaison with Heads of Sections to improve on employee self-esteem, interpersonal skills and communication skills.

3.8.7 Confirmation of Appointment

- a) The immediate supervisors shall make recommendations to confirm staff under their control to the Hon. Secretary for consideration.
- b) The General Manager shall submit a report with recommendations to the Hon. Secretary to confirm staff under his control.
- c) The Hon Secretary shall be responsible for the overall recommendation of employees for confirmation in the services of KCL to the EXCOM.
- d) The EXCOM shall take appropriate actions and the decisions shall be communicated to staff by the Hon. Secretary.

3.8.8 Vetting of Prospective Employees

- a) All new employees at KCL shall be subjected to vetting and shall involve verification of documents submitted and checking the background of the employee for any past criminal record (s).
- b) The Hon. Secretary reserves the right to authenticate in such manner as it shall deem necessary, a prospective employee's employment, stated qualifications and references before an employee takes up the appointment. Letters of reference, if required, shall be considered with the results of the applicant's interview. False information shall lead to automatic disqualification.
- c) Vetting shall be before an employee takes up appointment or soon after but not exceeding six months from the date of appointment.

PART FOUR

4.0 EMPLOYEE REMUNERATION

4.1 Salary Payments and Deductions

- a) Every employee of KCL shall draw a salary on a scale that shall be approved by EXCOM for the position to which he/she is appointed to.
- b) All salaries shall be paid in legal tender to the entitled employee by Electronic Funds Transfer (EFT), or any other appropriate method of payment, to the employee's bank account in Uganda.
- c) The following statutory and non-statutory deductions shall be recovered from the staff's salary at source where applicable:
 - National Social Security Fund deductions.
 - Income and Local Service tax deductions.
 - Repayment of advances.
 - Unaccounted imprest,

4.2 Loans and Advances

- a) Employees will be encouraged and supported to acquire loans from Commercial Banks through a letter of undertaking addressed to the respective financial institution.
- b) An employee duly confirmed into the services of KCL may apply for an advance in writing and state the reasons to the General Manager.
- c) The advance shall be recovered in instalments from the employee's salary at the end of every month for the established periods.
- d) An advance may be granted up-to two (2)-month gross-salary.
- e) Advances shall not accrue interest.
- f) No advance shall be approved if an employee has an existing salary loan from the banking sector.

4.3 Acting Allowance

- a) Acting allowance shall be paid to employees who act in higher positions in the absence of substantive position holders for a period not exceeding six months.
- b) The rate of acting allowance payable shall be the difference between the substantive employee's salary and that of the acting position.
- c) Acting allowance will be payable from the day the employee is required to act.
- d) No acting allowance shall be payable if the period acted is less than 30 calendar days.

- e) An employee shall only act one level above the substantive position.
- f) Administrative staff that shall be requested to work on Club event days shall be paid transport refund and allowance determined by EXCOM from time to time.

4.4 Other Payments

- a) The club may extend the following contributions to an employee or an employee’s next of kin in the event of death:

Contribution	Registered Spouse	Registered Biological Child	Registered Biological Parent
Coffin not exceeding	1,000,000=	500,000=	-
A cash condolence	1,000,000=	500,000=	500,000=

- b) Management shall provide transport *in kind* for the deceased's body in the case of an employee, spouse and biological and registered children to respective final resting place.

PART FIVE

5.0 TRAINING AND DEVELOPMENT

5.1 Training Policy

- a) The Club shall carryout short-term training and development programs to equip staff with the skills, knowledge and attitudes required in performing their individual tasks satisfactorily and provide suitable career paths and opportunities to attain personal goals provided they are compatible with the objectives of the Club and training needs assessment.
- b) The Club shall support staff who may wish to undertake private studies through flexible work schedules as shall be agreed upon with Hon. Secretary and immediate supervisor.
- c) The Club shall also put in place appropriate environment to support Staff undertake online courses to enhance their knowledge and capacity.
- d) Employees who may wish to undertake privately sponsored studies shall apply to the Hon. Secretary through their immediate supervisor for clearance.
- e) The Hon. Secretary shall make specific recommendations to EXCOM for approval.
- f) An employee that attends a course without prior Club approval, shall be liable to disciplinary action.

5.2 Training Needs Assessment

- a) The Hon. Secretary shall carryout a training needs assessment of employees and submit a report which will translate into an integrated training plan to Executive Committee for approval.
- b) The Manager shall, in coordination with other Heads of Section, analyse the employees to ascertain the expected contribution, present capabilities, the current qualifications, competencies, deficiencies, learning abilities and the motivation in order to draw programs for training.

5.3 Industrial Training/Internship and Research

- a) The Club may provide for industrial training/internship and research to students from institutions of higher learning.
- b) Applications for industrial training/internship or research shall be made by the authorities of the institutions where students are studying accompanied by the individual application submitted to the Hon. Secretary for consideration.
- c) Industrial training at the Club shall be for a period not exceeding one (1) month and each trainee **may** receive a month's allowance of UGX. 100,000= (shillings one hundred thousand only). This shall exclude students carrying out research at the Club.

PART SIX

6.0 EMPLOYEE PERFORMANCE AND REWARD MANAGEMENT

6.1 Employee Performance Appraisal Policy

- i) Employee performance and reward management shall apply to the effective management of individuals in order to achieve high levels of organizational performance.
- ii) It shall involve performance planning, continuous monitoring, appraisal, reward and development of employees in line with the Club objectives.
- iii) Employee appraisal shall be a responsibility of all Line Supervisors with the overall responsibility and guidance from the Hon. Secretary.
- iv) The General Manager shall be appraised by the Honorary Secretary.
- v) All appraisals shall be reviewed by the second level appraiser who shall be the supervisor of the appraiser.
- vi) All appraisals shall be submitted to the Honorary Secretary.
- vii) Employee performance appraisal shall be used to determine employee promotion, annual increments, performance related awards, employee behavior, training, special assignments, transfers and/or termination.

- viii) Where there is a disagreement on employee performance rating, the employee shall appeal to the second level appraiser and if the matter is not resolved, the Honorary Secretary shall decide the case.
- ix) The manager and supervisors will oversee the achievement of the desired staff performance through appraisal system of the Club as well as monitor shortfalls in meeting the objectives set by the Club due to training deficiencies.

6.2 Employee Performance and Reward Management Cycle

- a) Employee performance planning shall be conducted annually between 2nd January to 31st December and shall cover the setting of short-term goals.
- b) Two months before the beginning of every performance year:
 - i) All employees shall, in liaison with their supervisors, set performance targets based on their section requirements and workplans.
 - ii) Expected critical outputs for every employee shall be defined and agreed upon.
 - iii) Expected behavior and attributes for every employee shall be defined clearly in the performance management tool.
 - iv) Employee performance management shall be an on-going process between the employee and the supervisor including providing feedback on performance, conducting

informal progress reviews, updating set targets and where necessary dealing with performance gaps.

- v) Both the employee and supervisor shall be required to note and record critical incidents about their performance and behaviour on which evaluation shall be based.
- vi) The formal performance review shall consist of an oral face-to-face session between the employee and supervisor to provide feedback on the overall performance, behavioral targets that were achieved by the employee in the appraisal year under review.
- vii) Staff shall make a self-assessment based on agreed targets before the face-to-face assessment with their immediate supervisor.
- viii) The performance review forms shall be signed by the respective staff and his or her supervisor. Duly completed and signed forms shall be forwarded to the Head of Section for further review and thereafter the General Manager shall write a report resulting from all employee reviews and place the forms on each employee's personal file.
- ix) There shall be a final review carried out for all employees by their supervisors every month of December to conclude appraisal period and start a new performance period in January. This review shall lead to performance ratings and setting performance targets for the following appraisal period.
- x) The employee who is not satisfied with his/her performance rating, or the way the performance

assessment discussion was conducted by his/her supervisor may appeal to the General Manager.

6.3 Employee performance Rating

- a) There shall be a rating scale to guide the employee performance appraisal, emphasising aspects such as quality, timeliness, efficiency (cost), consistency and quantity.
- b) Where an employee attains a final rating of 4 to 4.5, the appraiser/supervisor shall provide, in writing, the circumstances that justify the attainment of such a score or rating. For a score or rating of 4.5 to 5, evidence must show or demonstrate where the actions of the appraisee have led to transformed business processes or work methods and or service delivery.

6.4 Performance Rewards

- a) The performance reward system shall be linked to both an employee's performance and club performance.
- b) Performance rewards shall be applied fairly, equitably, and consistently and shall constitute the promotion, salary increment, annual performance reward, Letter of Commendation, Employee of the Year Award and or Chairman's Award.

6.5 Annual Bonus

- a) All staff who will have performed their duties exceeding expectations may be rewarded an annual bonus at the end of every financial year as shall be determined and approved by EXCOM.
- b) Staff whose performance is assessed as outstanding/excellent may be recommended for a one-off salary increment in their range or a one-off bonus.
- c) No increment shall be paid to staff placed on probation following a performance assessment or whose appraisal corresponds with "average" or "satisfactory performance" per the appraisal format.
- d) Staff who receive "*below average*" evaluation are not eligible for a salary increment and may be placed on performance improvement plan for three months and if there is no improvement will have their contract terminated.

6.6 Employee Promotion

- i) Promotion to a position of higher responsibility will depend upon existence of a vacancy in such a position.
- ii) Promotion shall be based on merit, and in selecting employees for promotion, EXCOM will consider among other things the requirements of the job, an employee's qualifications, experience, and proven work ability and potential to meet expected performance standards.
- iii) The EXCOM shall be responsible for promotions to the positions of General Manager and Internal Auditors on the advice of the HR Sub-committee.

- iv) The HR Sub-committee shall, basing on the submission of the General Manager, make recommendations to the EXCOM on officers to be promoted.
- v) The employees selected for promotion will then be vetted and approved by the EXCOM. No employee shall be promoted to a position when he / she is 2 or more steps below the intended post. If a candidate is to be promoted 2 steps higher, then he/she will be subjected to interviews conducted by the HR Sub-committee.
- vi) An employee shall not be recommended for promotion when he/she is on probation or on long-term absence.
- vii) An employee with two warning letters on file or record of indiscipline shall not be recommended for promotion.

6.7 Salary Increments

Every employee's performance will be appraised annually, and any salary increases shall be based on the overall club performance and an individual performance as per assessment during the annual appraisals.

PART SEVEN

7.0 LEAVE POLICY

- a) The Club shall grant leave to its employees according to rank.
- b) All Support staff shall earn 21 working days, or the rate of 1.75 working days per month with full pay.
- c) All other staff shall earn 30 working days per annum, or the rate of 2.5 working days per month with full pay.
- d) The Hon. Secretary shall ensure all employees take their earned annual leave to refresh themselves, improve their general wellbeing.
- e) All employees shall take their annual leave by the anniversary of the month of their appointment lest the leave days shall be reset to zero.
- f) No employee shall be allowed to accumulate leave days beyond one year's entitlement.
- g) Any agreement to relinquish the right to the minimum annual leave as prescribed by the Employment Act or to forego such leave, for compensation or otherwise shall be null and void.
- h) An employee who shall have accumulated leave over the years on grounds that he/she cannot be released by the club, shall only be allowed to take leave of up to two months in a leave year.

- i) On termination of services, an employee shall be entitled to receive annual leave pay proportionate to the length of service for which he or she has not received such annual leave or compensation in lieu of the leave.
- j) Staff on contract shall be required to exhaust all their leave days prior to the expiry of their contracts.
- k) All supervisors shall maintain annual leave rosters for employees in their respective Sections.
- l) A new employee shall be eligible to apply for leave after completing the probationary period of six months.
- m) The Hon. Secretary may recall an employee from leave to execute urgent duties as deemed necessary and any balance of leave shall be deferred and shall be taken at a later date convenient to the Club and agreed upon by the Line Supervisor.
- n) While every effort will be made to grant leave according to the employee's wish, the Head of Section reserves the right to postpone such leave if it is determined that the Club's work needs the employee's immediate attention.
- o) Unjustifiable delay to resume duty on expiry of one's leave period shall be construed as unauthorized absence from duty subject to disciplinary action.

7.1 Procedure for Processing Annual Leave

- a) All Heads of Section shall prepare a leave roster by January of every year to facilitate planning and submit it to the Hon. Secretary.
- b) An employee shall submit their leave application form to the General Manager at least one month in advance of the intended date of commencement of leave.
- c) Female staff may opt to take their annual leave sequentially with maternity leave as long as it is convenient to the Club.
- d) The Club shall provide other categories of leave such as sick leave, maternity leave, paternity leave, compassionate leave, study leave.

7.2 Sick Leave

- a) Sick leave shall be granted when an employee is unable to perform his/her duty on account of illness, injury, or medical examination.
- b) All employees will be entitled to sick leave as under:
 - i) 60 days on full pay:
 - ii) 30 days on half-pay:
 - iii) a further 30 days on only medical allowance.
- c) Line Supervisor shall approve sick leave not exceeding one month.
- d) The General Manager shall approve sick leave not exceeding one month.

- e) The Executive Committee, at the recommendation of the Human Resources Subcommittee, may grant an extension of sick leave at its discretion.

7.3 Compassionate Leave

- a) Compassionate leave of a maximum period of ten working days shall be granted by the Hon. Secretary, when an employee loses a registered dependent: father, mother, spouse or child.
- b) Compassionate leave will take effect from the day the staff is unable to work due to the loss and it shall not be deferred.
- c) Application for compassionate leave shall be made to the Hon Secretary through an employee's Line Supervisor.

7.4 Maternity Leave

- a) Maternity leave shall be granted to all female employees of the Club.
- b) A female employee shall be entitled to sixty (60) days' working-days as maternity leave any time after six weeks of pregnancy as shall be determined by the doctor on full wages hereafter referred to as "maternity leave", of which, at least four weeks shall follow childbirth or miscarriage.
- c) A female employee may resume duty after her maternity leave any time after four weeks from the date of delivery.
- d) Applications for maternity leave shall be submitted and processed in the same way as those for annual leave.

7.5 Paternity Leave

A male employee whose registered spouse gives birth to a child or undergoes a miscarriage shall be entitled to paternity leave of four (4) working days per year.

7.6 Leave Entitlement during suspension

- a) An employee on suspension shall not be deemed to have earned any leave during the period of suspension.
- b) When such an employee is subsequently reinstated, he/she shall be entitled to the leave days during the period of suspension.

7.7 Leave without Pay

- a) An employee may apply for leave without pay to attend to a pressing problem, which would otherwise affect his/her annual leave or where annual leave is not sufficient to deal with the problem.
- b) The length of such leave will be at the discretion of the Hon. Secretary at the recommendation of the General Manager, but shall not exceed 23 working days, once every three (3) years.

7.8 Approval of Leave

- a) Application for annual leave shall be submitted to the General Manager through an employee's supervisor for approval.
- b) The General Manager shall submit his leave application Hon. Secretary.

PART EIGHT

8.0 INSURANCE

The Club shall provide the following insurance policies:

8.1 Workers' Compensation

- a) The Club shall procure the services of a competent Insurance firm to insure its employees, through a competitive bidding process.
- b) The Club shall procure a 24-hour Workers' Compensation Policy/Cover for its employees with the Workers' Compensation policy.
- c) The scope of the cover shall be in accordance with the Workers' Compensation Policy.
- d) The KCL employees shall be eligible to receive compensation if the injury results into permanent incapacity or the employee is put on sick leave on half-pay or no pay as a result of injury.
- e) The General Manager shall maintain and annually update employee records to ascertain the correct number and value.

8.2 Insurance for KCL Buildings

The club shall procure Fire and Special Perils Insurance policy covers its premises and their contents against various risks as specified in the insurance policy.

PART NINE

9.0 DISCIPLINE

- a) All employees shall be required to observe and maintain discipline at all times.
- b) Any breach by an employee of the general conditions of service or the Club policies or any conduct by an employee in a manner prejudicial to the club's interest, whether within the club or not, shall constitute an offence and may render such employee liable to disciplinary action.
- c) Any case necessitating institution of court proceedings shall be handled according to the relevant laws.

9.1 Disciplinary Procedures

- a) Any disciplinary action shall be taken after a full investigation by the Hon. Secretary.
- b) An employee will be advised of the nature of the complaint lodged against him or her in writing and given an opportunity to state his/her case/defence before any decision is made.
- c) An employee will have the right to be accompanied by a colleague during the disciplinary interview if such employee

needs the colleague's support to clarify or support his/her defence.

- d) An employee will have the right to appeal to the Executive Committee against any disciplinary penalty imposed.
- e) A disciplinary action may be implemented at any time if the employee's alleged misconduct warrants such action.

9.2 Disciplinary Handling Committee

- a) There shall be a disciplinary committee appointed by the Hon. Secretary to handle disciplinary hearings.
- b) Where disciplinary matters are not resolved by the disciplinary committee, the Honorary Secretary shall refer the matter to the Human Resources Sub-committee.
- c) The General Manager shall handle disciplinary matters for all staff below the rank of Heads of Department/Sections.
- d) The Human Resources Sub-committee shall directly handle disciplinary matters of the General Manager and heads of Departments/sections.

9.2.1 The Human Resources Sub-committee

The Human Resources sub-committee shall:

- a) receive, read all relevant documents, and investigate any offence by an employee as shall be referred to it by the Hon. Secretary to gather evidence before the hearing of the misconduct referred to it.

- b) arrange for disciplinary proceedings and communicate to the employee in writing including the serving of due notice spelling out the nature of the allegation(s), hearing date, place and time to the accused member of staff, where it finds that there is a case established for which the employee should appear and defend himself/herself.
- c) take minutes and keep a confidential register of all disciplinary proceedings, reports, and related documents.
- d) submit a written comprehensive report on the disciplinary proceedings to the ExCom with its recommendations and any other relevant information.
- e) after consideration of the case, give appropriate directions, recommendations and or any other disciplinary action it deems appropriate for the EXCOM for consideration and decision.

9.2.2 EXCOM

EXCOM shall:

- a) receive and review the report from the HR sub-committee with the recommendations.
- b) make an independent decision based on facts and compliance with policies and procedures.

9.3 Disciplinary Actions/Penalties

The following disciplinary measures may be imposed on an employee of the Club as a result of disciplinary proceedings instituted against him/her under this Manual.

- a) an employee found guilty of minor misconduct may receive a:
 - i) documented verbal warning.
 - ii) first written warning letter.
 - iii) second written warning letter.
 - iv) final written warning letter.

- b) An employee shall be given a verbal or written warning explaining the nature and seriousness of the offence and its associated consequences. The verbal warning shall be documented and put on personal file.

- c) If an employee commits further misconduct after accumulating three (3) written warnings within a year that is proved, the Club may terminate his/her service without giving any more warnings.

- d) If an employee on the second and final written warning does not change his/her conduct for which the written warning was issued, she/he may be suspended.

- e) an employee found guilty for serious and grave misconduct may be:
 - i) Reprimanded.
 - ii) Suspended from work. A staff shall not be suspended from work for more than fifteen (15) working days in any six (6) months period.
 - iii) Denied consideration for either promotion or redeployment for a maximum period of one (1) year from the date of judgement.
 - iv) Denied a salary increment during that appraisal year.
 - v) Demoted.
 - vi) Denied a contract renewal.

- vii) Denied the privileges under the terms of service for a specified period of time.
- viii) Requested to pay for the cost or any part of the cost of any loss, damage or breakage caused by default or negligence or misconduct on his/her part.
- ix) Required to replace the lost or damaged property.
- x) Given an extension on the probationary period for a period not exceeding six (6) months.
- xi) Terminated from employment without benefits.
- xii) Dismissed/ summarily dismissed.

9.4 Interdiction

- a) An employee interdicted shall forthwith cease to perform official functions and shall hand over all Club property, keys, and official materials to the Hon. Secretary.
- b) If the General Manager commits any of the offences considered by the Executive Committee to be grave, the Chairperson of the Club will in consultation, with the Human Resources Sub-committee, interdict the General Manager.
- c) If the Accountant, Human resource, Procurement Officer, Internal Auditor commits any of the offences considered by the General Manager to be grave, the General Manager, in consultation with the Human Resources Sub-committee, shall interdict the offender.
- d) The interdiction, investigation and hearing period shall not exceed four (4) weeks.
- e) An employee on interdiction shall be put on half salary.

- f) Where an employee on interdiction is reinstated, he/she will be paid the salary arrears of the amount withheld from salary during the period of interdiction.

9.5 Disciplinary Action while pending Criminal Proceedings

- a) If criminal proceedings of any nature likely to warrant disciplinary proceedings are instituted against an employee in any court of law, the Head of Section shall forthwith report the facts to the General Manager with a recommendation as to whether the employee should be suspended up to three (3) months or should not be suspended from the exercise of his/her powers and duties.
- b) If criminal proceedings are instituted by Government against an employee, he/she may be suspended from duty up to three (3) months and reviewed thereafter.
- c) If an employee is convicted for a criminal charge with no option to a fine, that employee shall be dismissed without benefits.
- d) The Club reserves the right to terminate an employee's employment on grounds of doubtful integrity.

9.6 Suspension

- a) An employee on suspension shall not be allowed into the Club's premises except with the approval of the Honorary Secretary.

- b) An employee on suspension will be put on half basic salary. If disciplinary proceedings do not result in the employee's dismissal when the final decision is made, the whole of the salary withheld shall be restored.

9.7 Summary Dismissal

- a) An employee may be summarily dismissed for committing an offence which renders his/her continued employment undesirable or a disgrace to the Club.
- b) Any employee guilty of gross/serious misconduct shall be summarily dismissed by the Executive Committee on the recommendation of the Human Resource Sub-Committee.
- c) Any employee who abets another employee to commit any serious misconduct shall be deemed to have committed a major offence and shall be liable to summary dismissal.

9.8 Appeals

Any employee that feels aggrieved by the decision of the Human Resources Sub-committee may appeal in writing to the EXCOM within fourteen (14) working days on receipt of a written notice of the Human Resources Sub-committee's decision.

9.9 Reinstatement

- a) An employee not punished subsequent to a full investigation shall be reinstated and shall be entitled to the full amount of the emoluments, he/she would have received if he/she had not been suspended.

- b) The Hon. Secretary shall communicate in writing to the employee the decision to reinstate him/her services to the club.

PART TEN

10.0 EXIT/SEPARATION

An employee may leave the Club in any of the following ways:

- a) Resignation
- b) Termination
- c) Redundancy and restructuring
- d) Normal Retirement at the age of 60 years
- e) Forced Retirement
- f) Dismissal
- g) Death

10.1 Resignation

- a) An employee may terminate his/her employment by giving written notice of his/her intention in writing to the Hon. Secretary through the respective Head of Section.
- b) The notice to resign shall take effect from the date such notice is received.
- c) All employees shall give a notice of at least three (3) months' notice or pay the Club an equivalent in lieu of the notice.

10.2 Termination

- a) Termination of any employee shall be in accordance with the provisions of the Employment Act, 2006.

10.3 Redundancy and Restructuring

- a) Redundancy shall mean a situation where structural changes lead to individual skills, jobs or groups of jobs changing or being no longer required hence rendering some employees redundant.
- b) The circumstances under which redundancy may occur include change in demand for services, advances in technology that renders existing jobs redundant, review of strategy that leads to change in jobs or change in required skills.
- c) Termination of service due to disciplinary action, resignation, early retirement, voluntary retirement and retirement on medical grounds shall not amount to redundancy.
- d) In the event of redundancy being applied to employees, full benefits shall be paid to them less any indebtedness to the Club.
- e) An employee leaving the club on redundancy shall be eligible to receive the following:
 - i) Commutation of earned leave days not taken.
 - ii) Severance pay for loss of employment as shall be determined by EXCOM and approved by the AGM.

10.4 Criteria to be considered in redundancy

- a) Emphasis shall be on satisfactory performance in line with performance assessments.
- b) Factors such as attitude, capacity, efficiency, diligence, age, loyalty, health, adequacy of workload, excess manpower and other factors the Executive Committee may deem appropriate shall be considered, only as complementary to the above principle.

10.5 Normal Retirement

- a) An employee on permanent appointment shall go on normal retirement upon attaining the age of sixty (60) years.
- b) The Hon. Secretary shall write to the employee due to retire, giving one (1) year's notice to retirement, and the need to exhaust any accrued leave.

10.6 Forced Termination

- a) The Club shall terminate an employee's service if the performance review reveals that the employee's performance has been affected by ill health.
- b) An employee of the Club on sick leave for a continuous period of time in excess of nine (9) months, may either be granted leave without pay or retired on medical grounds as shall be recommended by a recognized medical practitioner.
- c) An employee forced to retire shall be entitled to terminal benefits.

10.7 Death

- a) An employee's service shall cease on the day he/she dies.
- b) The Administrator of the estate shall receive the deceased's final pay that will include the last day worked and the support in times of bereavement.
- c) The deceased's next of kin shall be paid any other terminal benefits.

10.8 Dismissal

An employee may be dismissed as a result of a disciplinary action.

10.9 Separation/Exit Procedure

- a) Employees separating/exiting shall ensure that their indebtedness to the Club including loans and advances are fully settled.
- b) An employee shall be required to return all Club property in their possession including the work Identity Card, settle all loans and outstanding advances before any separation or exit is granted, except in the case of death.
- c) The Club may deduct any amount outstanding from the employee's final pay package if the above is not adhered to.
- d) All separating employees, except those who separate through death (*unless their families' request*) will receive

a Certificate of Service stating the employee's name, date of hire, designation, and date of leaving.

10.10 Exit Interview

The Hon. Secretary will conduct exit interviews at the time of an employee's exit from the Club as an opportunity to discuss such issues as employee's benefits, repayment of outstanding debts, or return of Club property. Suggestions, complaints and questions can also be voiced during such interviews.

PART ELEVEN

11.0 HIV/AIDS AT THE WORKPLACE

- a) Kampala Club Limited shall at all times have a policy on Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS). The main objective of the HIV/AIDS policy is to minimize, monitor and manage the impact, spread and consequences of HIV/AIDS disease in as far as it affects the employees and the operations of the Club. The Club shall aim at increasing the knowledge and competence level of employees to respond to the challenges of the HIV/AIDS pandemic.
- b) The HIV/AIDS Policy is attached as Annexure 1.

PART TWELVE

12.0 SEXUAL HARASSEMENT

- a) The Club shall pursue a policy of no tolerance to sexual harassment among employees and members of the club.
- b) The Policy and Regulations against Sexual Harassment are attached as Annexure 2.

Annex 1: HIV/AIDS Policy

1. Policy Statement

Kampala Club Limited shall at all times have a policy on Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS).

2 Key elements of the policy.

The key elements of the policy shall be to:

- i) Provide health information to all employees on HIV/AIDS,

- its magnitude, impact and preventative measures.
- ii) Implement non-discriminatory policies, procedures and practices in managing individuals who have HIV/AIDS.
 - iii) Approach individuals who have HIV/AIDS in the same manner as those with any other progressive or debilitating illness and with all the support this entails.
 - iv) Clearly define HIV/AIDS policies and procedures taking into account best practices, procedures, culture and legislation.
 - v) Join forces with other organizations to counter HIV/AIDS and alleviate its impact by supporting their efforts where appropriate.

3 Policy Objective

The objective of the HIV/AIDS policy is to minimize, monitor and manage the impact, spread and consequences of HIV/AIDS disease in as far as it affects the employees and the operations of the Club.

4. Policy Applicability

The policy applies to all employees of the Club.

4.1 The Need for an HIV/AIDS Policy

The HIV/AIDS policy has been developed for following key reasons:

4.1.1 Social Responsibility

- i) The actual and potential growth and impact of HIV/AIDS disease on people of productive and economically active age poses an enormous global and business challenge.
- ii) The Club considers that it has a corporate social responsibility to support HIV/AIDS preventative efforts and to protect the basic human rights of those in the workplace who are HIV positive.

iii) We will also contribute to reducing the spread of HIV/AIDS with a “Staying Alive” campaign to educate and protect our employees and where possible their families.

4.1.2 Employee Health and Well Being

- i) Employees are critical to the success of the Club. The loss of an employee is not only a personal and family tragedy, but also results in direct and indirect loss to the Club in terms of medical costs, retraining, recruitment, and productivity.

- ii) The Club is committed to the protection and maintenance of its employees’ health and well- being within affordable limits.

4.1.3 Non-Discriminatory Policies, Procedures and Practices

Misconceptions and misinformation regarding HIV/AIDS can contribute to discriminatory management policies, practices and behaviours resulting in panic, and poor employee morale and working relationships between employees and those infected with HIV/AIDS. The Club therefore recognizes a need to disseminate standard, consistent and factual information on the HIV/AIDS disease and to educate our employees to minimize and manage HIV/AIDS infection.

4.1.4 Workplace as an Educational Centre

Employees spend a considerable part of their lives in the workplace. The workplace therefore has an advantage as a location the company can use to establish, implement and promote HIV/AIDS prevention strategies and programs.

4.5 Minimizing – HIV/AIDS Spread

4.5.1 Education Program and Dissemination of Information

- i) The Club will solicit for and regularly disseminate information on the magnitude of the disease and developments in scientific research, especially those relating to prevention.
- ii) To implement this effectively, the Club will distribute HIV/AIDS, posters, fliers and other media based information to all employees and will encourage staff attendance on the “*Staying Alive*” awareness presentation.
- iii) The Club will strive to make all relevant information accessible to all managers, employees, and where possible, employees families.

4.5.2 Support for Preventative Programs

The Club will actively support and identify reputable local and international Non-Government Organizations (NGO’s) and medical networks to contribute to our HIV/AIDS prevention and education programs including counseling, awareness education and distribution of free condoms within the Club. In addition, the Club will utilize its medical contacts to educate employees on the risks associated with Sexually Transmitted Diseases (STD’s) and encourage affected individuals to seek complete treatment.

5.6 Monitoring the Impact of HIV/AIDS

5.6.1 Personnel Database

- i) The Club will collect and maintain personnel data and information on the spread and magnitude of HIV/AIDS within the Club. The type of confidential personnel data will include:
 - a) Personnel health records including: sick leave, absenteeism due to illness, type of illness (if known), incidence of compassionate leave, death by cause (if known), early retirement by reason and type of illness

and employee turnover by reason for leaving.

- b) Benefits paid out to those affected by illness by type of employee including medical costs, subsidized medical/health care, compassionate leave, retirement and death benefits, funeral support (coffin, transport) and other illness related benefits.
- ii) The Manager shall ensure that all data on HIV/AIDS is collected and maintained confidentially and used for monitoring purposes only.
- iii) Section Heads or any other party should not use the information to affect any aspect of the Terms and Conditions of Employment or the employee/employer relationship.

6.6 Managing HIV/AIDS within the Club

6.6.1 Job Applicants

The Club is an Equal Opportunity employer and will not use HIV testing when recruiting job candidates. The Club will ensure that job candidates who are known to have HIV/AIDS are treated no differently from those who have any other life-threatening and non-contagious disease. Fitness to perform a job will be the only criterion that shall apply.

6.6.2 HIV Screening

- i) The Club does not consider HIV screening of employees to be necessary or desirable.
- ii) Where testing is required under the above circumstances for medical insurance or pension schemes, the Club will comply with the requirement but will ensure that the testing is authorized by the employee and accompanied by pre- and post-test counseling.

- iii) Should a test prove positive then the outcome must be regarded as a matter between the patient and the doctor concerned.

6.6.3 Confidentiality of HIV/AIDS information

- i) The Club employees are under no obligation to notify management of HIV/AIDS infection.
- ii) The Club considers medical information including HIV/AIDS status confidential, unless disclosure is required and only under following circumstances:
 - a) The information is legally required.
 - b) The employee's health is affecting their own and hence Club performance.
 - c) Long employee absence necessitates management to obtain the employees' medical status with the employee's written permission.
 - d) Anonymous information may be given to a public body for the express purpose of studying the epidemiology of HIV.
- iii) In all the above circumstances disclosure on HIV/AIDS status should only be made with the written approval of the Manager and only after obtaining a written authority from the individual concerned.
- iv) Should it become known in the Club that an employee is HIV+ then management should ensure the absolute confidentiality of this information, and make every effort to protect that person from stigmatization and discrimination.

- v) To ensure maintenance of confidentiality these policy and procedure statements should be implemented and communicated to the medical providers' and to all those who handle personnel information. Any unwarranted disclosure by any employee will be treated as an act of gross misconduct warranting disciplinary action.

6.6.4 Counseling of HIV/AIDS infected employees

The Club will encourage external counseling service provision where requested for all HIV infected employees through the Employee Assistance Program.

6.6.5 HIV/AIDS and Disciplinary Measures

- i) The Club recognizes that HIV/AIDS infected employees are vulnerable to discriminatory policies, practices and behaviours, and loss of training, promotion and career opportunities. This can cause great distress and alienation.
- ii) The Club regards any form of discrimination and harassment, directly or indirectly, towards HIV/AIDS infected employees as a gross misconduct warranting strict disciplinary action.
- iii) Harassment is any form of verbal or non-verbal behavior that is directed at the infected individual resulting in the individual feeling threatened, insecure or distressed.
- iv) Discrimination of HIV/AIDS infected employees will not be condoned. This includes treating those affected differently or not applying a professional judgment in making personnel decisions.

6.6.6 Segregation and isolation of HIV/AIDS affected employees

No employee will be isolated, or segregated, within the Club's premises on the grounds of being infected with HIV.

6.6.7 HIV/AIDS and First Aid

i) The Club is committed to maintaining a safe work environment for all its employees, members and visitors in the working premises.

ii) The Club will, therefore, take all reasonable and practical steps to ensure that:

a) A representative number of employees in all functional units is trained to provide First Aid in cases of emergency including taking appropriate precautions to reduce the risk of transmitting blood borne infections, including HIV/AIDS and Hepatitis B.

b) First Aid facilities, and particularly all necessary equipment for dealing with spillages of body fluids, are fully stocked and replenished regularly.

6.7.8 Medical Assistance and Health Insurance

i) The Club will provide medical treatment to all employees, including HIV/AIDS infected employees, within the limits set by management and the medical/Health Insurance Schemes. The Club will ensure that the extent and limits of the Medical/Health cover is affordable to the company and the limits are communicated to all employees.

ii) The Club will also undertake to seek Health insurance schemes that cover AIDS-related illnesses. However, this will depend on insurance company terms and products available in the market and the costs involved.

6.6.9 Sick leave and absence through HIV/AIDS illness

- i) Employees who are prevented from performing their duties due to HIV/AIDS illness will be granted sick leave to regain their health. Sick leave is allowed under the terms and conditions below:
 - a) The employee's immediate manager should approve sick leave subject to a medical certificate from a registered medical practitioner.
 - b) Long term illness and absences from work will be permitted within the sick leave policy in the Human resource manual.

Annex 2; Policy and Regulations against Sexual Harassment

PART ONE: INTRODUCTION TO POLICY

1. Introduction

- i) This Policy and Regulations against Sexual Harassment is intended to address acts and practices related to sexual harassment at all levels within the structures of Kampala Club Limited.

- ii) In line with the Constitution of the Republic of Uganda (as amended) 1995 and the international and regional human rights instruments and protocols to which Uganda is a State Party which guarantee all Ugandans equality, dignity and non-discrimination, Kampala Club Limited reaffirms its zero-tolerance to sexual harassment and its commitment to creating an environment that respects and protects the rights of all members of the Club.
- iii) This Policy applies to all members of the Kampala Club Ltd.
- iv) Sexual Harassment may occur between equals but most often occurs in situations where one person has power over another.

2. Citation

This Policy may be cited as “The Kampala Club Limited Policy and Regulations against Sexual Harassment, 2022“.

3. Definitions

For the purposes of this Policy, the following words shall have the meanings attributed to them as follows:

“Bad Faith” means a sexual harassment complaint brought with an ulterior motive prompted by ill will, hostility, and/or malice which is rooted in personal animosity or pecuniary interests.

“Club” means Kampala Club Limited.

“Complainant” means a person who lodges a complaint of sexual harassment.

“Conflict of Interest” means a situation where the personal interests of a member investigating sexual harassment are incompatible or have the potential to be incompatible with his/her duties and responsibilities to the Club. For example, a member of the Human Resources Sub-committee or Disciplinary Sub-committee or Executive Committee who has close relations with the complainant or the respondent.

“Confidentiality” means protecting the people involved in sexual harassment cases including the complainant, the respondent and witnesses, such that the information they share is accessed only by authorized persons.

“Contractors” means persons or entities which have been engaged by the Club to provide goods and services or execute works on a contractual basis.

“Employee” refers to a person who has been duly offered employment with the Club.

“Frivolous” refers to a complaint made in bad faith.

“Hostile environment” means unwelcome sexual activity or conduct that is serious or pervasive to the extent that it interferes with or limits the conditions of employment and creates an environment that a reasonable person would find intimidating, hostile or offensive.

“Member” means to any person who is a registered member of the Club.

“Partners” mean persons or entities that have entered into a partnership of any nature with the Club including suppliers and service providers.

“Respondent” refers to a person against whom a sexual harassment complaint has been lodged.

“Sexual harassment” means unwelcome sexual advances, requests for sexual favours or unwanted physical, verbal or non-verbal conduct of a sexual nature. Such conduct would constitute sexual harassment when:

- a) Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual’s employment; or
- b) Submission to or rejection of such conduct is used or threatened to be used as the basis for decisions affecting the employment of an individual; or
- c) Such conduct has the purpose or effect of unreasonably interfering with an individual’s work or creating an intimidating, threatening, hostile or offensive working environment.

“Sexual assault” means non-consensual and/or abusive sexual conduct, including sexual intercourse.

“Sexual body parts” include, but are not limited to, areas around the genitals, breasts and buttocks.

“Sexual Act” shall be defined as per the Uganda Penal Code Act 2007 as amended.

“Staff” means all employees of the Club.

4. Objectives

The objectives of this Policy are three-fold:

- i) To sensitize the Club about the evils of sexual harassment, thereby engendering a sense of social responsibility and zero tolerance for such behavior.
- ii) To establish an institutional framework that encourages victims of Sexual Harassment to seek redress.
- iii) To take action in eliminating sexual harassment at Kampala Club Ltd and impose such sanctions and corrective action as may be deemed necessary.

5. Enforcement Principles

Enforcement and implementation of this policy shall be based on the following principles:

- i) Any complaint lodged under this Policy will be treated with diligence, confidentiality, fairness, justice and due process.
- ii) All complaints of sexual harassment shall be treated with confidentiality. Only those individuals involved in the investigation and decision-making processes shall ordinarily be provided access to information regarding any complaint of sexual harassment.
- iii) Whereas anonymous complaints are ordinarily not permissible, they should not be ignored.
- iv) Zero tolerance to sexual harassment means that all allegations should be investigated to assess the merits of all the

circumstantial evidence and that sexual harassment shall strictly not be tolerated at Kampala Club Limited.

- v) In any investigation of a sexual harassment complaint, the respondent must be made aware of the complaint and of the identity of the complainant(s).
- vi) Investigations must be conducted promptly and thoroughly.
- vii) Both the complainant and the respondent must be notified of the outcome of the investigations.
- viii) If there is sufficient evidence to sustain a charge of sexual harassment, the matter shall be referred to the appropriate internal disciplinary organs for further management. If the investigation reveals misconduct that falls outside the purview of the internal disciplinary organs, the same shall be referred to the appropriate external entity.

6. Strategies

The Club shall achieve the objectives of this policy through the following strategies:

- i) Adopting and effectively implementing this Policy as prescribed by law.
- ii) Conducting regular sensitization for all members of the Club on sexual harassment.
- iii) Establishing an effective mentoring programme for employees and members.
- iv) Providing effective guidance and counseling services for both victims and perpetrators of sexual harassment.

- v) Equipping members of the Club with skills and knowledge to resist and defend themselves against sexual harassment.
- vi) Establishing a gender-responsive monitoring and evaluation framework for the prevention of sexual harassment.
- vii) Partnering with academic institutions to promote action-based research that highlights the root causes and complexities of sexual harassment and developing a culture that is responsive to diversities.
- viii) Establishing forms of communication for reporting sexual harassment complaints.
- ix) Maintaining archival files for investigated cases of sexual harassment and assaults.

7. Implementation body/Organ

This Policy shall be implemented by;

- (a) Executive Committee of Kampala Club Limited.

PART TWO: PROCEDURAL MATTERS

1. Application

Sexual harassment is prohibited amongst, against or between employees / staff and members of the Club.

2. Examples of sexual harassment and abuse

Examples of sexual harassment include, but are not limited to;

- i) Inappropriate physical contact of any body parts such as patting, scratching, pinching, stroking or brushing up against the body;
- ii) Unwanted and persistent explicit or implicit propositions to engage in sexual activity;
- iii) Intentional disrobing or exposure of sexual body parts or underwear;
- iv) Unwanted demands for sexual relations in exchange for employment or other favours;
- v) Sexual stares such as leering and ogling with suggestive overtones;
- vi) Lustful gestures, such as hand or sign language to denote sexual activity;
- vii) Stalking through following or spying on a person;
- viii) Sexual assault and rape; or ICT- or Cyber-based sexual harassment such as trolling through tweets, text messages and sharing unwanted private messages and photos on social media platforms.

3. Prohibition of Retaliation

- i) A person against whom a complaint of sexual harassment has been made shall not retaliate against or victimize a person who has complained against him/her.

- ii) A person who retaliates or victimizes a complainant of sexual harassment commits a disciplinary offence and shall be subjected to disciplinary action.

4. Support to survivors of sexual harassment

- i) The Club will provide survivors of sexual harassment with psychosocial support including counseling from an appropriate medical unit or Centre.
- ii) In special circumstances where the complainant is unable to face the respondent / perpetrator, alternative modes of presenting evidence must be availed by the investigative committee.

5. Responsibility for reporting sexual harassment

- i) Any member of the policy implementing body / organ who receives information about any act of sexual harassment has an obligation to report it through the established channels as prescribed in this Policy.
- ii) Victims of sexual harassment shall be encouraged, but not compelled, to report sexual harassment.
- iii) The exception shall be in a situation where non-reporting may result in serious harm to the victim or others.

6. Frivolous or false accusations

A person who makes a frivolous, malicious and vexatious or false accusation of sexual harassment against another person commits a disciplinary offence and shall be subjected to disciplinary action.

7. Presumption of innocence

A person against whom allegations or a complaint of sexual harassment has been made shall be deemed innocent until the contrary is proved.

8. Confidentiality

- i) When a complaint has been lodged, it shall be treated with utmost confidentiality.
- ii) Where it is necessary to interview a witness, the investigating Committee shall maintain strict confidentiality.
- iii) Any person handling a complaint of sexual harassment and any party to the complaint shall treat it with confidentiality except where disclosure is necessary to prevent imminent harm.

9. Failure to act on a complaint

Any person in authority who receives a complaint of sexual harassment and fails to take any pro-active steps to progress the matter in a timely and appropriate manner commits an offence and shall be subject to disciplinary action

10. Forms of complaints

There are two options that a victim of sexual harassment may use to lodge a complaint.

10.1 Informal complaint

- i) An informal complaint is made to any member of the implementing bodies including a supervisor. It is made in those cases where the victim wishes for immediate action to be taken (for instance, warn the harasser) to remedy or redress the harm without pursuing disciplinary action or seeking sanctions against

the respondent / perpetrator. In any case, the respondent must be notified of the complaint lodged against him/her.

- ii) An informal complaint lodged to the administrative or supervisory department shall be forwarded to the relevant Committee for recording. The exception shall be where the victim explicitly requests that no record should be made regarding the complaint.
- iii) An informal complaint remains on record and may be used in future as evidence of repeated unwanted conduct.

10.2 Formal complaint

- i) Any employee or member of the Club who believes that he or she has been subjected to sexual harassment can lodge a written and signed complaint with the responsible body or administrative department or person of authority that the victim trusts.
- ii) Any department may initiate an official investigation if there is reason to believe that any of its employees or members is committing sexual harassment or he or she being harassed.
- iii) A formal complaint shall contain:
 - a) Name, address and contact details of the complainant;
 - b) Date of the complaint;
 - c) Nature and details of the act or conduct complained about; and
 - d) Any other relevant details concerning the complaint.

10 Online Electronic Media

The Club shall institute and implement an online sexual harassment reporting system

11 Complaint Boxes

The Executive Committee shall create sexual harassment complaints boxes through which victims can report.

12 Telephones

The Executive Committee shall set up telephone hotlines for victims to report sexual harassment complaints

14. Anonymous complaints

Anonymous complaints shall not be admissible and shall first be investigated to determine their authenticity before any action can be taken. In any case, a complainant of sexual harassment who wishes to pursue a remedy through these procedures must be prepared to be identified to the respondent. However, the Policy does not prevent anyone from seeking counselling or advice on a confidential basis.

15. Guidelines for documenting sexual harassment

A person subjected to sexual harassment should do the following:

- i) Collect and document all accounts of the incident(s) of sexual harassment as soon as possible after occurrence. If the evidence comes in written form such as a letter, email or text message, keep it. If the evidence is based on oral statement, try to remember the actual words used and write them down as soon as possible.
- ii) For each incident, always record the time and place it happened or occurred.

- iii) Record any audios and videos and photograph any inappropriate images, displays or images that indicate possible sexual harassment.
- iv) For back up, make multiple copies of collected evidence and store them separately from the originals.
- v) Note down the names and contacts of all witnesses and take their statements.
- vi) Seek medical services in case of physical sexual assault, rape and other related abuses.
- vii) Keep records of all health treatment that you received as a result of the sexual harassment.
- viii) Familiarize yourself with the Club's Policy and Regulations against Sexual Harassment and Human Resources Manual so that you follow the complaint procedures.
- ix) If unsure of how to go about doing any of this, contact the department head to assist you gather evidence.
- x) Communicate clearly to the individual whose conduct is offensive, unwelcome or intimidating and request that such conduct stops. The request must be direct and consistent. The victim shall avail evidence in this regard.

16 Procedures for handling reported complaints of sexual harassment.

- i) In order to streamline handling investigations into reported complaints of sexual harassment;
 - a) the Human Resources Sub-committee shall handle complaints from staff, and

- b) the Disciplinary sub-committee shall handle complaints from members.
- ii) Members of the Human Resources Sub-committee and Disciplinary Sub-committee shall be trained and sensitized on sexual harassment, abuse and procedural matters for handling complaints as and when they arise.
- iii) All complaints of sexual harassment received by any person shall be routed through the department head, in the case of staff and Disciplinary sub-committee, in the case of members, which will notify the Honorary Secretary who will refer the matter to the relevant Sub-committee to investigate each reported complaint.
- iv) In case there is a complaint against any member of the implementing body or organ, he/she will recuse him/herself from the procedure.
- v) The Human Resources Sub-committee or Disciplinary Sub-committee in investigating specific complaints must ensure that:
 - a) All Sub-committee members perform their tasks competently with high integrity and that none of the members have previous allegations of sexual harassment and abuse against them;
 - b) Members swear oaths of confidentiality and a sign a declaration of no conflict of interest;
 - c) It conducts the investigative process where the accused individual is a head of administration or member of the Executive Committee and take final decision;
- vi) The investigative work of Human Resources Sub-committee or Disciplinary Sub-committee shall be facilitated by the

Executive Committee. It shall be the duty of the Executive Committee to ensure that the Sub-committees adhere to the provisions of this Policy.

- vii) The Executive Committee shall formulate clear and detailed procedural guidelines for the Sub-committees to follow during their investigative proceedings.
- viii) After the Human Resources Sub-committee or Disciplinary Sub-committee has completed its investigations, the chairperson of the Committee shall submit a written report to the Honorary Secretary communicating the committee's findings and recommendations.
- ix) On receiving the Committee's report, the Honorary Secretary shall table the report to the Executive Committee for consideration and final determination.
- x) Where the Sub-committees find that there is a case for the respondent to answer regarding the preferred charge(s), the accused person shall be required to present a defense.
- xi) For avoidance of doubt, in cases where the accused person is an employee of the Club, the report shall be forwarded to the Human Resources Sub-committee for consideration and final determination. Where the accused person is a member of the Club, the report shall be forwarded to Disciplinary Committee of the Club. Where the accused is neither an employee nor a member of the Club, the report shall be forwarded to appropriate law enforcement agencies.
- xii) When handling sexual harassment complaints, the Club shall ensure compliance with rules of natural justice. However, it

should be noted that as quasi-judicial bodies, the investigative and disciplinary entities of the Club enjoy relative flexibility and freedom from the strict rules and procedure.

17. Investigations

- i) The Investigative bodies shall carry out investigations with independence, objectivity and with due diligence and respect for the rights of both the complainant and the respondent.
- ii) Where there are allegations of conflict of interest by an employee or member, the latter shall recuse him/herself from the Committee investigating the alleged sexual harassment.

18. Lodging of a complaint

- i) A complaint of sexual harassment should be lodged within three (3) months after its occurrence.
- ii) A complaint received one year (1) year after the incident (s) of sexual harassment may be accepted if there are reasonable grounds why it was not lodged within the prescribed time.
- iii) A complaint shall be investigated and a report forwarded to the appropriate body for further action within three (3) months after lodgment.

19. Representation

During the investigation process, parties will have a right to legal representation at their own expense. Where one of the parties has procured legal representation, the Human Resources Sub-committee or Disciplinary Committee shall advise the other party to seek legal aid from an approved legal aid service provider. A friend or

colleague may accompany a complainant or the respondent to the hearing.

20. Sexual Harassment Archive

The Club Management shall keep a digital and physical record of all cases of sexual harassment investigated and/or determined by Club authorities.

21. Protection of Personal Dignity

- i) The personal dignity of all parties shall be respected during and after the hearing.
- ii) All proceedings under this Policy shall not be open to the **PUBLIC**.

22. Service of summons

The Investigating Committee shall issue summons to the respondent who shall respond in writing within seven (7) working days from the date of service.

23. Failure to Respond to Summons

Where a respondent has been summoned and fails to lodge a written response within the prescribed period or fails to appear in person on the day of a scheduled hearing, the Committee may proceed ex-parte.

24. Monitoring

The Executive Committee shall monitor compliance of decisions made in respect of all lodged complaints.

25. Penalties

- i) A person found guilty of sexual harassment shall, depending on the gravity of the offence, be liable to any or a combination of the following:

- a) Written warning;
 - b) Counseling;
 - c) Restraining Order;
 - d) Apology to the aggrieved party;
 - e) Compensation to the aggrieved party;
 - f) Fines of up to one(1) years' salary recoverable in two (2) years;
 - g) Suspension;
 - h) Demotion;
 - i) Dismissal; or
 - j) Criminal investigations and prosecution
- ii) A person who has been found guilty by the appropriate disciplinary body shall be handled in accordance with the laws and policies that govern the Club and other relevant national laws.
- iii) The penalties given by the relevant disciplinary body shall not preclude the victim from seeking remedies provided for by the national judicial framework.
- iv) If a party institutes criminal proceedings resulting from the criminal aspects of the allegations or civil proceedings for the civil elements, it shall not impede the Club internal disciplinary mechanism from proceeding with the investigation, hearing and determination of the matter.

26. Appeals

- i) Both the complainant and respondent have a right of appeal if dissatisfied with the decision of the internal disciplinary body of the Club.

- ii) A person who is not satisfied with the decision of the Disciplinary body of the Club may, within fourteen (14) working days of the decision, appeal against the decision to the relevant appellate body.
- iii) For employees, appeals shall be directed to the General Manager, while members shall appeal to the Honorary Secretary of the Club
- iv) The Appellate body shall dispose of all appeals within three (3) months from the date of lodgment of the Appeal.
- v) Any person who is dissatisfied with the decision of the Club Appellate body shall, upon exhaustion of all internal remedies, appeal to the High Court within fourteen (14) working days.

27. Suspension

The Club shall have the mandate to suspend an employee or member of the Club against whom a complaint of sexual harassment has been lodged, provided that any such suspension is carried out in conformity with the prevailing human resources policy and regulations of the Club.

28. Interpretation

The provisions of this Policy shall be interpreted in accordance with the laws governing Uganda including the Constitution of the Republic of Uganda as amended, and the Employment Act, 2006 and its Regulations thereunder.

29. Commencement and Amendment

- i) This Policy shall come into force on the date of approval of the Kampala Club Human Resources Policy and procedures Manual.

- ii) The policy can be amended by the Kampala Club Limited as and when deemed necessary.

Annex 3 Declaration of Acceptance

DECLARATION OF ACCEPTANCE

I have received, read and understood the and to show my commitment and consent to comply, I do hereby sign:

Name: _____

Signature: _____

Location: _____

Position: _____

Date: _____